

Premium Title Service, Inc.

53 High Street, Newton, NJ. 07860 (973) 383-8542 Fax: (973) 383-4351

REPORT ON COUNTY SEARCH

YOUR FILE NO. **Homestead**

OUR FILE NO. **PTS 13887**

MADE FOR: **County of Sussex**

REQUESTED BY: **Dennis McConnell, Esq.**

PREMISES: **129 Morris Turnpike**

TAX LOT: **4**

TAX BLOCK: **21.00**

TOWNSHIP OF: **Frankford Township** COUNTY OF: **Sussex**

RECORD OWNERS: **The Board of Chosen Freeholders of the County of Sussex**

BY DEED: **N3 page 158**

OPEN MORTGAGES: **None**

COUNTY CLERK LIENS: **None**

RESTRICTIONS: **807-299 Restriction conditons and reverter clause (Deed to State of NJ)**

RIGHT OF WAYS: **439-164; 769-967; 807-299; 844-29; 878-57; 907-544; 2353-24; 2395-62; 2851-166; 2018-276**

EASEMENTS/AGREEMENTS/ETC. **Agreement 375-194; Lease lot 2 blk 23 3174-36; Easements: 2290-57; 1354-113)**

SUBJECT TO THE FOLLOWING:

1. Superior & Federal Court Names: see judgment sheet attached.
2. Chancery abstracts required, if needed.
3. Corporate Statue required, if needed.
4. Subject to effects of a survey.
5. Subject to rights of public and private to roads, if any.
6. Subject to any municipal, state, and federal ordinance & regulations, if any.
7. Subject to any outstanding ores, mines, and mineral rights, if any.
8. Subject to club dues, if any.
9. This search is based upon the indices of the respective County Clerk's; respective County Surrogates Office. The Company accepts

no responsibility for any errors, omissions, or corrections in said INDICES. Liability for this report of title is Limited to cost of this search, see search amount, not to exceed Five hundred (\$500.00) dollars

10. The above questions are raised by an employee of Premium Title Service, Inc. and are set forth for information only and are not deemed to be a legal opinion.

REMARKS: Full County Search

List of exception from property attached.

SEARCHED DATED: **August 01, 2011**

REPORT BY:

FOR THE COMPANY.

Joseph R. DeJBagno, Pres.

Premium Title Service, Inc.

53 High Street, Newton, NJ. 07860 (973) 383-8542 Fax: (973) 383-4351

Invoice

Your file No. **Homestead**
Our file No. **PTS 13887**

DATE: August 19, 2011

TO: **County of Sussex**

Make checks payable to:
PREMIUM TITLE SERVICE, INC.

PREMISES: 129 Morris Turnpike
Tax Lot: 4 Tax Block: 21.00
Township: Frankford Township Sussex County, NJ.

OWNERS: **The Board of Chosen Freeholders of the County of Sussex**

SEARCH FEE: **\$450.00 ***
TAXES & ASSESSMENTS:
STATE UCC'S:
UPPER COURTS:
CORPORATE STATUS:
FLOOD SEARCH:
CLUB DUE SEARCH:
COURIER FEES:
COPY CHARGE:
ADDITIONAL RUNDOWN : **(Number of rundowns):**
AMOUNT DUE: \$450.00
AMOUNT PAID:
ADJUSTED AMOUNT DUE:

(additional charges for rundown & cover record) Additional rundowns \$45.00 per)

Note: Upper courts no charge if order within year of original date of upper court search, thereafter additional charge of \$10.00 per name charge, or whatever charges from Charles Jones, Inc.

TO INSURE PROPER CREDIT, PLEASE USE OUR FILE NUMBER ON YOUR CHECK!

NOTE: THIS SEARCH IS BASED ON THE INDICIES OF SUSSEX COUNTY CLERK'S OFFICE. THE COMPANY ACCEPTS NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS, OR CORRECTIONS IN SAID INDICIES. THE LIABILITY FOR THIS SEARCH IS LIMITED TO COST OF SEARCH, NOT TO EXCEED FIVE HUNDRED (\$500.00) DOLLARS.

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1832
described Land and premises ~~can~~ or may be changed charged
altered or defeated in any way whatever and also that the
said party of the first part now hath good right full power
and lawful authority to grant bargain sell and convey
the said Land and premises in manner aforesaid also that she
will warrant secure and forever defend the said Land and
premises unto the said Mary Ann Struble her heirs and
assigns forever against the Lawful claims and demands
of all and every person and persons freely and clearly free
and discharged of and from all manner of encumbrance
whatsoever In Witness whereof the said Lewis Smith
Hath hereunto set her hand and seal the day and year
first above written Signed Sealed and Delivered in the
presence of Benj Reese

George F. Smith Lewis ^{his} Smith Seal
Bergen County N.J. mark

State New Jersey } Be it remembered that on the ^{13th} day
of November in the year of our Lord Eighteen hundred
and thirty two personally appeared before me William J
Smith one of the Commissioners for taking the acknow-
ledgment or proof of Deeds for D. County Lewis Smith an
after being made acquainted with the contents of the
within Deed of Conveyance to wit that she Signed Sealed
and delivered the for the uses and purposes herein exp-
resed & Recorded Dec 13th 1832 Edsall Clerk (Seal)

John D. Struble & wife } This indenture made the
The Board of Chosen Freeholders of the } twenty first day of March
County of Sussex } on the year of our Lord
Eighteen Hundred and thirty two Between John D. Struble
and Mary his wife and Mary Struble his Mother widow
and relict of Daniel Struble deceased of the township of
Crawford in the County of Sussex and State of New Jersey
of the one part and "The Board of Chosen Freeholders of the
County of Sussex in the State of New Jersey of the other part
Witnesseth that the said John D. Struble paid for and in
consideration of the sum of thirty dollars the acre for each and
every one of lands contained in the Land herein after particular-
described good and lawful money of United States to them in full
well and truly paid by the said The Board of Chosen
Freeholders for the County of Sussex at and before the sealing
and delivery of these presents the receipt whereof is hereby acknow-
ledged and the said John D. Struble deceased therewith full
satisfied contented and paid have given granted bargained
and sold aliened enfeoffed conveyed and confirmed and by
these presents do give grant bargain sell alien enfeoff convey
and confirm to the said The Board of Chosen Freeholders of
the County of Sussex and to their Successors and assigns

This is a copy of the original as it appears in the records of the County of Sussex New Jersey

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7
Forever all the tracts or parcels of Land and premises
after particularly described situate lying and being in the
Township of Brookfield and Newton in the County of Essex
aforesaid and State of New Jersey bounded and bounded
follow Beginning at a Stake and Stone Standing
a Line of William Snooks farms being a Line of the old
Gardner tract said Stake and Stone is at the North east
end of a ledge of limestone rocks and is on a course of double
twenty three degrees and fifteen minutes west sixty two chains
and sixty six links from the South corner of Robert Stoll
Land in the said town of the Gardner tract also sixteen chains
and eighty some links from the North corner of William's
farm in said town and thirteen chains and twenty six links
from the North east corner of a tract of Seventy acres
and Seven hundredths returned to John Stevens also in
said town
said Stake and Stone being also the Beginning corner
of the division made between the said John D. Struble
and the heirs of his brother Henry D. Struble delineated
by David Ryerson Samuel Bue and Jesse Thum
from the said Beginning running by lands of the said town
of Henry Struble as follows (1) North forty five degrees west forty
chains to a large Bass wood tree thence (2) North forty degrees
west three chains and twenty links to an Elm tree thence
(3) North twenty eight degrees and forty five minutes
two chains and fifty eight links to a Stake and Stone thence
(4) North forty two degrees east five chains and Seventeen
links to a Stake and Stone thence (5) North thirty eight
degrees and twenty minutes west forty five chains and fifty
links to a Stake and Stone on the top of a high ridge thence
(6) South twenty five degrees and forty minutes west eight
chains and sixty three links thence (7) North forty three degrees
west two chains and forty links thence (8) North thirty seven
degrees west twelve chains and twenty six links thence (9) North
thirty nine degrees and thirty minutes East seventeen chains to
a Stone thence (10) North Seventy six degrees and thirty minutes
west four chains and eighty three links to a Stone heap
thence (11) North twenty two degrees and thirty minutes west
three chains and ninety eight links to a Stake and Stone thence
(12) North Seventy degrees and twenty minutes East twenty
one chains and fifteen links thence (13) South fifty seven
degrees and thirty minutes East three chains and Eighty links
to a chestnut stump thence (14) South fourteen degrees
east four chains and fifty links thence (15) South forty seven degrees
and twenty two minutes East nine chains and thirty two links
thence (16) North four degrees and thirty minutes east
two chains and fifty nine links thence (17) North twenty eight
degrees and thirty minutes East eight chains to a heap of
stone (18) North forty one degrees East two chains and

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links thence (19) South Seventy degree east ten chains thence (20) South thirty one degree west three chains and twenty links thence (21) South forty five degree and thirty minutes east thirty one chain and twenty links to Robert Stoll's corner in Matthew Garden Lane thence by the same (22) South twenty three degrees and fifteen minutes west thirty three chains and one link to a stake of Stone thence (23) South forty two degrees and fifty minutes east ten chains and eighty links to a stake and Stone thence (24) South one degree west seven chains to a pine tree marked for a corner thence (25) North twenty four degrees and forty five minutes west nine chains and fifty one links thence (26) South forty four degrees west nine chains and twenty links thence (27) South twenty three degrees fifteen minutes west eight chains and eighty five links to the place of Beginning containing three hundred thirty seven and a quarter acres more or less and subject to and under the Board of Chosen Freeholders of the County of Sussex their Successors and assigns that they have done.

It is therefore agreed and agreed that the said Board of Chosen Freeholders of the County of Sussex should convey the said tract of Land unto whomsoever the said John D Struble now lives and which he has title under sundry different purchases and deeds of Conveyance from Master Ryerson and Daniel Struble and Richard D Struble and wife John Bear and wife and Henry Snook and wife - Together with all and singular the profits privileges and advantages with the appurtenances to the same belonging or in any wise appertaining also all the estate right title interest property claim and demand whatsoever of the said John D Struble and Mary his wife and Mary Struble the widow of Daniel Struble dec'd of one and to the same and of or and to every part and parcel thereof to Have and to hold all and singular the above described tract or part of Land and premises with the appurtenances unto the said Board of Chosen Freeholders of the County of Sussex their Successors and assigns to the only proper use benefit and behoof of the said Board of Chosen Freeholders of the County of Sussex their Successors and assigns forever (excepting and reserving nevertheless hereunto grow new growing thereon with liberty according to the custom between the parties to have and to have the same) and the said John D Struble and Mary his wife and Mary the widow of Daniel Struble dec'd are the true lawful and right owners of all and singular the above described Land and premises and of every part and parcel thereof and now lawfully seized and possessed of the same as a good perfect and absolute estate of inheritance in fee simple and that the said Land and premises and every part thereof at the time of the sealing and delivery of these presents are not encumbered by any mortgage judgment or recognizance or limitation or by any incumbrance whatsoever by which the title of the said Land the Board of Chosen Freeholders of the County of Sussex their Successors and assigns

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John D. Struble will marry & leave 1/2 from defunct

... hereby made or intended to be made for the above described
said and premises can or may be changed, charged, altered
or defeated in any way whatever and also that the said John
D Struble and Mary his wife and Mary Struble the widow
of Daniel Struble deceased now have good right full power
and lawful authority to grant bargain sell and convey the
said land and premises in manner aforesaid also that the said
said land and premises unto the said The Board of chosen
Freeholders of the County of Sussex their successors and assigns
forever against the lawful claims and demands of all and
every persons and persons truly and clearly paid and discharged
of and from all manner of incumbrances whatsoever for
Whomever whereof the said John D Struble and Mary
his wife and Mary Struble the widow of Daniel Struble
deceased have herewith set their hands and seals the day and
year first above written. Signed sealed and Delivered in the
presence of J. T. Halsted

James Sumner
State of New Jersey
Sussex County
John D Struble
Mary Struble
Mary W Struble
Widow of Daniel Struble deceased
Are it remembered that on the 4th
fourth day of April in the year of our Lord one thousand
Eight hundred and thirty two before me John T Halsted one
of the Commissioners for taking the acknowledgment or proof
of Deeds in and for the County of Sussex personally appeared John
D Struble and Mary his wife and also Mary Struble
the widow of Daniel Struble Deed the Grantors of the
foregoing deed Instrument of Conveyance who severally
acknowledged that they respectively signed sealed and delivered
the said Instrument of Conveyance as and being the same as their
voluntary act and deed for the use and purposes therein
mentioned. I having previously informed them of the contents
of the said Instrument of Conveyance and being satisfied
that they are the grantors therein mentioned and the said Mary
Struble wife of the said John D Struble on a private
examination by me separate and apart from her said
husband did acknowledge that she signed sealed and delivered
the said Instrument of Conveyance as her voluntary act
and deed freely without any fear threats or compulsion of
her said husband taken and acknowledged the day and year
above written before me John T Halsted Commissioner

Red & Recorded 14 December 1732 Edsall Clerk

DEEDS 375

ly proper use, benefit, and behoof of the said parties of the second part, their heirs and assigns forever.

AND the said Allen Hubbard, does for himself, his heirs, executors and administrators covenant and agree to and with the said parties of the second part, their heirs and assigns, that the said Allen Hubbard, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said parties of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

AND ALSO that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid:

AND ALSO, that Allen Hubbard, will WARRANT, secure, and forever defend the said land and premises unto the said Lester Snook and Ruth W. Snook, his wife, their heirs and assigns; forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered) ALLEN HUBBARD (L.S.)
In the Presence of)

MARGARET de SIMONE
(U. S. Rev. Stamps \$5.50 Cancelled)

BE IT REMEMBERED, That on this 27th day of March, in the year One Thousand Nine Hundred and Forty, before me, the subscriber, a Notary Public of New Jersey, personally appeared ALLEN HUBBARD, Widower, who, I am satisfied, is the grantor mentioned in the within instrument, and to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

(Notarial Seal) MARGARET de SIMONE
Notary Public of N. J.

Received and Recorded April 3rd, 1940.

COMPT 2:41 P. M.

Arthur L. Wilcox
Clerk.

Doc. No. 78023
AGREEMENT
BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF SUSSEX,
To
MICHAEL LORENZO, et al.

THIS AGREEMENT, made this ___ day of February, in the year of our Lord, One Thousand Nine Hundred and Forty,
Between BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SUSSEX, a municipal body of the State of New Jersey, of the Town of Newton, in the County of Sussex and State of New Jersey, party of the first part,

and MICHAEL LORENZO, THOMAS LORENZO and FRED LORENZO, of the Township of Frankford, in the County of Sussex and State of New Jersey, party of the second part.

DEEDS 375

WITNESSETH, that the said party of the first part, has hereby let, and rented to the said party of the second part, and the said party of the second part, has hereby hired and taken from the said party of the first part,

ALL that certain farm and premises situate in the Township of Frankford, County of Sussex and State of New Jersey, being known generally as the "County Farm", and more particularly described in certain deeds to the County of Sussex as follows:

(a) A tract of three hundred thirty-seven acres and twenty-five one-hundredths of an acre (337.25) from John Struble by deed dated March 31, 1832 and recorded in Book M-3 of Deeds, pages 158 in the Sussex County Clerk's Office.

(b) A tract of thirty-eight acres and twenty-three one-hundredths of an acre by deed of Melissa Snook, dated December 22, 1910 and recorded in Book T-10 of Deeds, pages 239 &c.

(c) A certain wood lot containing seven acres and twelve one-hundredths of an acre by deed of Martin R. Everitt, recorded in Book C-5 of Deeds, pages 305 in the Sussex County Clerk's Office.

Excepting, however, from and out of the above described premises the following tracts conveyed by the Board of Chosen Freeholders of the County of Sussex as follows:

(1) By deed to Robert Stoll, dated May 18, 1832 and recorded in Book M-3 of Deeds, pages 250 &c., containing approximately thirty-eight acres and fifty-two one-hundredths of an acre (38.52).

(2) Deed to William Snook dated May, 1832, and recorded in Book M-3 of Deeds, pages 296 &c., containing approximately forty-seven acres and five one-hundredths of an acre (47.05).

(3) Deed to Richard Struble, dated November 16, 1848, recorded in Book H-4 of Deeds, pages 608, containing ten acres and forty-six one-hundredths of an acre (10.46).

Also excepting and reserving from the above described premises two tracts of land particularly set forth and shown on a map entitled "Lot Map of County Farm, Sussex County, New Jersey, made February 1940 by Harvey Snook, County Engineer and on file with the Clerk of the Board of Freeholders." The first being the premises known as the Welfare Lot, containing eleven (11) acres more or less; and the second known as the Cemetery Lot, containing one and two tenths (1.2) acres.

The party of the first part also lets and rents to the party of the second part during the term hereinafter provided:

(a) Space in the garage located on the Welfare Lot above mentioned to house one car and one truck.

(b) The right together with the party of the first part to use the Spring house located on the Welfare Lot for the purpose of cooling milk.

(c) Right of way over the premises reserved by the party of the first part for the purpose of ingress and egress in and to the garage, spring house, and such portions of the premises hereby letted which have no other means of access.

For the term of two years to commence on the First day of April, A. D., 1940, at the yearly rent of One Thousand Eight Hundred Dollars (\$1,800.00), payable in monthly installments of One Hundred Fifty Dollars (\$150.00), each in advance on the first day of each and every month.

And the said party of the second part covenants to pay to the said party of the first part the said rent as herein specified, to wit:

The sum of One Thousand Eight Hundred Dollars (\$1,800.00) per year in monthly installments of One Hundred Fifty Dollars (\$150.00), each in advance on the first day of each and every month.

DEEDS 375

And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises, and to remove all persons therefrom.

It is further agreed and covenanted between the parties hereto as follows:

1. That the party of the first part will furnish such grass seed as may be needed for sowing or planting on said farm.
2. That it will build new fences on the premises where needed and will furnish the material required for building and repairing fences on said premises, but the tenant is to keep the fences in repair.
3. That it will furnish the necessary lime for use on said premises.
4. That the party of the second part may cut and use such wood from the premises as may be required for their use, which said wood, however, shall be dead or fallen wood.
5. That the party of the first part will furnish the necessary materials for the proper repair of the building located on the said premises.
6. That the party of the second part is to have the option and privilege of renewing this lease for a further term of two years by giving notice in writing to that effect to the party of the first part before January 1, 1942.

The party of the second part agrees as follows:

1. That they will not cut any growing trees from said premises during said term without the consent of the party of the first part.
2. That they will not remove any straw, manure or compost from said premises during said term, but are to work up the straw produced thereon by using it for bedding the stock kept upon said premises during said term, and are to work it into manure, and all manure produced on said premises is to be drawn out and spread upon said premises for the benefit hereof, and the said party of the second part further covenants not to permit manure or compost to collect about the buildings, but are to draw it out and spread it as herein provided soon after it is made.
3. That they will repair the fences upon the premises in a good workmanlike manner and leave said fences in good repair when they leave said premises without cost or charge to the party of the first part.
4. That they will cut all brush and briars along the fences and upon all the fields during the term.
5. And it is further agreed that at the expiration of the term herein provided for, or the termination of this lease as provided above, the party of the second part will quit and surrender the premises hereby demised in as good a state and condition as reasonable use hereof will permit, damage by the elements excepted.
6. That the party of the second part will cultivate the fields in the premises herein demised and plant their crops in rotation according to the custom of husbandry in this locality.
7. That they will spread lime and fertilizer that may be provided by the party of the first part, under the direction of the party of the first part.
8. That they will keep the manure carrier and the hay fork in repair for use, and will leave these articles in the barn at the expiration of this lease.

It is further agreed between the parties hereto that any and all refunds from the Agricultural Conservation Program of the Federal Government, or from any other governmental agency or department pertaining to farming operations on the within demised premises, are to be divided on the basis of seventy-five per cent thereof to the party of the first part, and twenty-five per cent to the party of the second part.

DEEDS 375

ly proper use, benefit, and behoof of the said parties of the second part, their heirs and assigns forever:

AND the said Allen Hubbard, does for himself, his heirs, executors and administrators covenant and agree to and with the said parties of the second part, their heirs and assigns, that the said Allen Hubbard, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said parties of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

AND ALSO that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid:

AND ALSO, that Allen Hubbard, will WARRANT, secure, and forever defend the said land and premises unto the said Lester Snook and Ruth W. Snook, his wife, their heirs and assigns; forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered)
in the Presence of

ALLEN HUBBARD (L.S.)

MARGARET de SIMONE
(U. S. Rev. Stamps \$5.50 Cancelled)

BE IT REMEMBERED, That on this 27th day of March, in the year One Thousand Nine Hundred and Forty, before me, the subscriber, a Notary Public of New Jersey, personally appeared ALLEN HUBBARD, widower, who, I am satisfied, is the grantor mentioned in the within instrument, and to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

(Notarial Seal) MARGARET de SIMONE
Notary Public of N. J.

Received and Recorded April 3rd, 1940.

2:41 P. M.

[Handwritten Signature]

Clerk.

Doc. No. 78063
AGREEMENT
BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF SUSSEX,
To
MICHAEL LORENZO, et al.

THIS AGREEMENT, made this ___ day of February, in the year of our Lord, One Thousand Nine Hundred and Forty,

Between BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SUSSEX, a municipal body of the State of New Jersey, of the Town of Newton, in the County of Sussex and State of New Jersey, party of the first part,

And MICHAEL LORENZO, THOMAS LORENZO and FRED LORENZO, of the Township of Frankford, in the County of Sussex and State of New Jersey, party of the second part.

DM 375-194 R 4/3/40

DEEDS 375

WITNESSETH, that the said party of the first part, has hereby let, and rented to the said party of the second part, and the said party of the second part, has hereby hired and taken from the said party of the first part,

ALL that certain farm and premises situate in the Township of Frankford, County of Sussex and State of New Jersey, being known generally as the "County Farm", and more particularly described in certain deeds to the County of Sussex as follows:

(a) A tract of three hundred thirty-seven acres and twenty-five one-hundredths of an acre (337.25) from John Struble by deed dated March 31, 1832 and recorded in Book N-3 of Deeds, pages 158 in the Sussex County Clerk's Office.

(b) A tract of thirty-eight acres and twenty-three one-hundredths of an acre by deed of Melissa Snook, dated December 22, 1910 and recorded in Book T-10 of Deeds, pages 239 &c.

(c) A certain wood lot containing seven acres and twelve one-hundredths of an acre by deed of Martin R. Everitt, recorded in book G-5 of Deeds, pages 305 in the Sussex County Clerk's Office.

Excepting, however, from and out of the above described premises the following tracts conveyed by the Board of Chosen Freeholders of the County of Sussex as follows:

(1) By deed to Robert Stoll, dated May 18, 1832 and recorded in Book N-3 of Deeds, pages 260 &c., containing approximately thirty-eight acres and fifty-two one-hundredths of an acre (38.52).

(2) Deed to William Snook dated May, 1832, and recorded in Book N-3 of Deeds, pages 296 &c., containing approximately forty-seven acres and five one-hundredths of an acre (47.05).

(3) Deed to Richard Struble, dated November 16, 1848, recorded in Book N-4 of Deeds, pages 608, containing ten acres and forty-six one-hundredths of an acre (10.46).

Also excepting and reserving from the above described premises two tracts of land, particularly set forth and shown on a map entitled "Lot Map of County Farm, Sussex County, New Jersey, made February 1940 by Harvey Snook, County Engineer and on file with the Clerk of the Board of Freeholders." The first being the premises known as the Welfare Lot, containing eleven (11) acres more or less; and the second known as the Cemetery Lot, containing one and two tenths (1.2) acres.

The party of the first part also lets and rents to the party of the second part during the term hereinafter provided:

(a) Space in the garage located on the Welfare Lot above mentioned to house one car and one truck.

(b) The right together with the party of the first part to use the Spring house located on the Welfare Lot for the purpose of cooling milk.

(c) Right of way over the premises reserved by the party of the first part for the purpose of ingress and egress in and to the garage, spring house, and such portions of the premises hereby letted which have no other means of access.

For the term of two years to commence on the first day of April, A. D., 1940, at the yearly rent of One Thousand Eight Hundred Dollars (\$1,800.00), payable in monthly installments of One Hundred Fifty Dollars (\$150.00), each in advance on the first day of each and every month.

And the said party of the second part covenants to pay to the said party of the first part the said rent as herein specified, to wit:

The sum of One Thousand Eight Hundred Dollars (\$1,800.00) per year in monthly installments of One Hundred Fifty Dollars (\$150.00), each in advance on the first day of each and every month.

DEEDS 375

And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises, and to remove all persons therefrom.

It is further agreed and covenanted between the parties hereto as follows:

1. That the party of the first part will furnish such grass seed as may be needed for sowing or planting on said farm.
2. That it will build new fences on the premises where needed and will furnish the material required for building and repairing fences on said premises, but the tenant is to keep the fences in repair.
3. That it will furnish the necessary lime for use on said premises.
4. That the party of the second part may cut and and use such wood from the premises as may be required for their use, which said wood, however, shall be dead or fallen wood.
5. That the party of the first part will furnish the necessary materials for the proper repair of the building located on the said premises.
6. That the party of the second part is to have the option and privilege of renewing this lease for a further term of two years by giving notice in writing to that effect to the party of the first part before January 1, 1942.

The party of the second part agrees as follows:

1. That they will not cut any growing trees from said premises during said term without the consent of the party of the first part.
2. That they will not remove any straw, manure or compost from said premises during said term, but are to work up the straw produced thereon by using it for bedding the stock kept upon said premises during said term, and are to work it into manure, and all manure produced on said premises is to be drawn out and spread upon said premises for the benefit thereof, and the said party of the second part further covenants not to permit manure or compost to collect about the buildings, but are to draw it out and spread it as herein provided soon after it is made.
3. That they will repair the fences upon the premises in a good workmanlike manner and leave said fences in good repair when they leave said premises without cost or charge to the party of the first part.
4. That they will cut all brush and triars along the fences and upon all the fields during the term.
5. And it is further agreed that at the expiration of the term herein provided for, or the termination of this lease as provided above, the party of the second part will quit and surrender the premises hereby demised in as good a state and condition as reasonable use thereof will permit, damage by the elements excepted.
6. That the party of the second part will cultivate the fields in the premises herein demised and plant their crops in rotation according to the custom of husbandry in this locality.
7. That they will spread lime and fertilizer that may be provided by the party of the first part, under the direction of the party of the first part.
8. That they will keep the manure carrier and the hay fork in repair for use, and will leave these articles in the barn at the expiration of this lease.

It is further agreed between the parties hereto that any and all refunds from the Agricultural Conservation Program of the Federal Government, or from any other governmental source or department pertaining to farming operations on the within demised premises, are to be divided on the basis of seventy-five per cent thereof to the party of the first part, and twenty-five per cent to the party of the second part.

DEEDS 375

And the said party of the first part covenants that the said party of the second part, on the payment of the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

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

ATTEST:

L L E W E L L Y N S L O C K B O W E R

Clerk

(Corporate Seal)
WITNESS:

F R A N C I S W. M O R R O W, for all three

BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF SUSSEX,

Py A. R. RUDE

MICHAEL LORENZO (L.S.)

THOMAS LORENZO (L.S.)

C. FRED LORENZO (L.S.)

STATE OF NEW JERSEY,) RE IT REMEMBERED, That on this 2nd day of April
COUNTY OF SUSSEX,)¹⁹⁴⁰ in the year of Our Lord, One Thousand Nine Hundred and Forty,
before me, the subscriber, s _____, personally appeared LLEWELLYN SLOCKBOWER, who being by
me duly sworn on his oath says that he is the Clerk of the BOARD OF CHOSEN FREEHOLDERS, a
municipal corporation of the State of New Jersey, named in and which executed the within
lease and that APRAM RUDE is the Director of the said corporation; that deponent well knows
the corporate seal of the said corporation and that the seal affixed to the said lease is
the proper corporate seal of the said corporation and was thereto affixed and the said lease
was signed and delivered by the said Abram Rude as his voluntary act and deed and the vol-
untary act and deed of the said corporation, in the presence of deponent who subscribed his
name thereto as witness.

Sworn to before me this 2nd day of }
April, 1940. }
J A M E S A. L E W I S
Notary Public
Notary Public of N. J.
My Commission Expires Jan. 29, 1945.

(Notarial Seal)

Received and Recorded April 3rd, 1940.

1940 3:16 P. M.

LLEWELLYN SLOCKBOWER

THOMAS LORENZO

MICHAEL LORENZO

FRED LORENZO

Arthur L. Hiller

Clerk.

Doc. No. 78089
LLOYD C. RUCHANAN AND WIFE,
To
MARGARETT K. CLAREN.

THIS INDENTURE, Made the First day of
October, in the year of our Lord One Thousand Nine Hundred
and Thirty-nine,

Between LLOYD C. RUCHANAN and MARY H. RUCHANAN,
his wife, of the City of Bellingham in the County of What-
com and State of Washington, party of the First Part;

And MARGARETT K. CLAREN of the Town of Montclair in the County of Essex and State of
New Jersey, party of the Second Part;

WITNESSETH, That the said party of the First Part, for and in consideration of ONE
DOLLAR (\$1.00) and other lawful money of the United States of America, to them in hand well
and truly paid by the said party of the Second Part, at or before the sealing and delivery
of these presents, the receipt whereof is hereby acknowledged, and the said party of the
First Part being therewith fully satisfied, contented and paid, have given, granted, bar-
gained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents
do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said
party of the Second Part, and to her heirs and assigns, forever,

DEEDS 439

that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

JOHN T. MADDEN

Master in Chancery of New Jersey

Received and Recorded December 4th, 1947
2:42 P. M.

Arthur P. Wilson Clerk

Doc. No. 27089
RIGHT OF WAY
BOARD OF CHOSEN FREEHOLDERS
To
NEW JERSEY POWER & LIGHT COMPANY

THIS INDENTURE dated the fourth day of December, Nineteen hundred and forty seven,
Between THE BOARD OF CHOSEN FREEHOLDERS of the County of Sussex, a subsidiary corporate body of the State of New Jersey, party of the first part

And NEW JERSEY POWER & LIGHT COMPANY, a New Jersey Corporation, party of the second part, WITNESSETH:

WHEREAS pursuant to the provisions of R. S. 40: 32-8 of the Statutes of New Jersey, the Board of Chosen Freeholders of the County of Sussex determined by resolution to sell a certain right of way as hereinafter more particularly described, across property belonging to the County of Sussex to the highest bidder, and

WHEREAS pursuant to the statute a description of the right of way to be sold was advertised at least once a week for four weeks prior to the sale in a newspaper circulating in the County, to wit: The New Jersey Herald, published at Newton, New Jersey, and in this advertisement it was certified that the said sale would be held at 11:30 A. M. at the office of the party of the first part in the Town of Newton, Sussex County, New Jersey on November 25, 1947, and

WHEREAS pursuant to said advertisement, said public sale was held at the time and place aforesaid, and the New Jersey Power and Light Company, a New Jersey Corporation having bid the sum of One Thousand Dollars (\$1,000.00) for said right of way as hereinafter described, and no other person having bid as much, said sale was made to New Jersey Power & Light Company, the said party of the second part and was confirmed by resolution of the Board of Chosen Freeholders of the County of Sussex on November 25, 1947.

NOW THEREFORE, for and in consideration of ONE THOUSAND DOLLARS (\$1,000.00), receipt of which is hereby acknowledged, and the said party of the first part does hereby grant, bargain, sell and convey to the said party of the second part its successors and assigns an easement, right, privilege and right of way of the width of fifty feet, upon, over and across the lands of the Grantor, situated in the Township of Frankford, County of Sussex, State of New Jersey, described as follows:

Being a tract of land located along the Branchville-Beemerville Road, bounded northerly by land of Anna Lorenzo et al, southerly by land of Thomas Lorenzo, et al, easterly and westerly by other land of grantor.

Right of way enters grantors land from land of Thomas Lorenzo thence extending across grantors land in a northerly direction for a distance of approximately one thousand nine hundred feet to the land of Anna Lorenzo et al. Said center line of right of way to be as now shown by stakes.

Together with the right to enter upon and erect, inspect, operate, replace, repair and perpetually maintain a line of poles, and/or H-frames and/or towers with necessary wires, cross arms, guy wires, push braces and other usual fixtures and appurtenances used or adapted

DM 439-164 R 12/4/47

DEEDS 439

for the transmission of electric current for light, heat, power or any other purpose.

Together also with the right to trim, out and remove at any and all times such trees and underbrush or other obstructions upon said right of way and upon a strip of land twenty five feet in width along each side of said right of way as in the judgment of Grantee may interfere with or endanger said lines or any of their appurtenances when erected.

PROVIDED, however, any damage to the property of the Grantor (other than that caused by trimming, cutting and removing of trees and underbrush as hereinabove provided) caused by the Grantee, its successors and assigns in maintaining or repairing said transmission line, shall be borne by the Grantee, its successors and assigns.

RESERVING, however, to the Grantor the right to cultivate the ground between said poles and towers and beneath said wires, provided that such use shall not interfere with or obstruct the rights herein granted.

TO HAVE AND TO HOLD unto the said party of the second part its successors or assigns forever.

The covenants and agreements herein shall bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said party of the first part has hereunto affixed its corporate seal and caused these presents to be executed by its proper corporate officers the day and year first above written.

ATTEST:
WILLIAM BEVANS
Clerk

BOARD OF CHOSEN FREEHOLDERS
By: RUSSELL VAN ATTA
Director

(Corporate Seal)

STATE OF NEW JERSEY)
COUNTY OF SUSSEX)
BE IT REMEMBERED, that on this 4th day of December, Nineteen hundred and forty seven before me the subscriber, an Attorney at Law of New Jersey personally appeared WILLIAM BEVANS, who being by me duly sworn on his oath says that he is the Clerk of the BOARD OF CHOSEN FREEHOLDERS of the County of Sussex, the Grantors named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by RUSSELL VAN ATTA, who was at the date thereof the Director of said Corporation, in the presence of this deponent, and said director, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from the Board of Chosen Freeholders, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me at)
Newton, New Jersey, the date aforesaid.)
WILLIAM BEVANS

FRANCIS E. BRIGHT
Attorney at Law of N. J.

Received and Recorded December 4th, 1947
2:38 P. M.

Case 2

Arthur L. Wilcox Clerk

11456

RIGHT OF WAY GRANT

INDENTURE, made this 24th day of October, 1963, by and between COUNTY OF SUSSEX BOARD OF CHOSEN FREEHOLDERS

of Newton, County of SUSSEX, State of New Jersey, (hereinafter called Grantors) and the NEW JERSEY POWER & LIGHT COMPANY, a New Jersey corporation, having its principal office in the Township of Morris, Morris County, New Jersey, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors hereby grant and convey to Grantee, its successors and assigns, the right to construct, maintain and operate an electric line consisting of poles or other supporting structures together with such conductors, overhead and underground lightning protective wires, private, public or municipal communication wires, guys, push braces and other necessary apparatus and equipment as may from time to time be deemed by Grantee to be appropriate upon, over across and under the lands of Grantors situated in the Township of Frankford, County of SUSSEX, State of New Jersey, bounded as follows: Northernly by lands of Hancock Road, Easternly by lands of E. Harker & Stanley Atkins, Southernly by lands of Grantor, Westernly by lands of Thomas Lorenzo.

The course of said electric line to run generally in a southwesterly direction from Holsey Branchville Road crossing Grantors lands approx. 180' across lateral.

Together with the right from time to time to relocate or add poles, service connections, wires, crossarms and guys and to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to extend or remove said line or any part thereof.

Together also with the right from time to time to trim, cut clear or remove trees, underbrush and other obstructions that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all said purposes.

Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said line, provided that such use shall not interfere with or obstruct the rights herein granted.

The words "Grantors" and "Grantor" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors signed and sealed this indenture the day and year first above written.

WITNESS

Walter R. Johnson (SEAL)
Louise Childs, Clerk of the Board of Freeholders (SEAL)
Lester N. Price, Director of Freeholders (SEAL)

Notary Public in and for the State of New Jersey

ATTENT: Louise Childs, Clerk of the Board of Freeholders
By: Lester N. Price, Director of Freeholders

STATE OF NEW JERSEY Board of Freeholders
COUNTY OF SUSSEX

Notary Public of New Jersey
I, Notary Public, do hereby certify that on the ... day of ... 1963, in the County of ... and State aforesaid, personally appeared before me, ... whom I personally know to be the subscribing witness to the execution of the foregoing instrument and who being duly sworn, depose and say that he subscribed his name to the said instrument as a subscribing witness on the ... day of ... 1963, and that he saw ... sign, seal and deliver the said instrument as ... voluntary act and deed, and that he subscribed his name thereto at the same time as an attesting witness.

In witness whereof, I have hereunto set my hand and official seal the day and year aforesaid.

BOOK 769 PAGE 967
RECORDED
FORM REV. 1-1-63

Handwritten note: 004769-967 11/10/63

STATE OF NEW JERSEY
COUNTY OF Sussex

Direct Acknowledgment

BE IT REMEMBERED, That on this _____ day of _____ 19____
in the County and State aforesaid, personally appeared before me, the subscriber, a Notary Public of New Jersey,
who, I am satisfied, _____ the Grantor _____ mentioned in the within instrument, to whom I first made known the
contents thereof, and thereupon _____ acknowledged that _____ signed, sealed and de-
livered the same as _____ voluntary act and deed, for the uses and purposes therein expressed.

Notary Public of New Jersey
My commission expires _____ 19____

Line: Frankford Township - Distribution

County: Sussex

RIGHT OF WAY GRANT

COUNTY OF SUSSEX

TO

New Jersey Power & Light Company

Dated: October 24 1963

Received in the Clerk's Office of the County

of Sussex

New Jersey, on the 9th

day of December A. D. 1963

at 2:47 o'clock in the afternoon

and recorded in Book 769 of Deeds

for said County on page 968.

Henry B. Lahn
COUNTY CLERK

RECORD AND RETURN TO
NEW JERSEY POWER & LIGHT COMPANY
RIGHT OF WAY DEPARTMENT
MADISON AVENUE AT PUNCH BOWL ROAD
MORRISTOWN, N. J.

FORM 3-50

STATE OF NEW JERSEY
COUNTY OF Luxemburg

Corporation Acknowledgment

BE IT REMEMBERED, That on this 24th day of October 1963
in the County and State aforesaid, before me, the subscriber, a Notary Public of New Jersey, personally appeared
Louise Childs, Clerk of the Board of Freeholders of COUNTY OF SUSSEX

the Grantor named in the within instrument, who, being by me duly sworn
according to law, does depose and say and make proof to my satisfaction that she is the Freeholders
of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, the same being
well known to her; that it was so affixed by the order of the Board of Directors of said corporation; that
Lester N. Price is the Director of said corporation; that he saw
said Lester N. Price as such Freeholders sign said instrument,
and affix said seal thereto and deliver said instrument and heard him declare that he signed, sealed and delivered
said instrument as the voluntary act and deed of said corporation by its order and by order of its Board of Direc-
tors, for the uses and purposes therein expressed; and that the deponent signed her name thereto at the same time
as subscribing witness.

Subscribed and sworn to before me
the day and year aforesaid.

Walter M. Johnson
Notary Public of New Jersey

My commission expires July 25 1966

Louise Childs
Louise Childs, Clerk of the Board of
Freeholders

DEED

48643

Prepared by: (Print signer's name below signature)

Erwin G. Goovaerts
ERWIN G. GOOVAERTS, ESQ.

This Deed is made on June 16, 19 86.

BETWEEN THE COUNTY OF SUSSEX, a political subdivision of the State of New Jersey

BOOK 1354 PAGE 113

a corporation of the state of having its principal office at 39 High Street, Newton, N.J. 07860 referred to as the Grantor.

AND THE COUNTY OF SUSSEX, a political subdivision of the State of New Jersey

whose post office address is 39 High Street, Newton, N.J. 07860 referred to as the Grantee.
The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **NO CONSIDERATION**

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Frankford Township
Block No. 21 Lot No. 4 Account No.

No property tax identification number is available on the date of this Deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Frankford and State of New Jersey. The legal description is:

Property interest intended to be transferred hereby consists of the following and pertains to lands located in the township of Frankford, County of Sussex and State of New Jersey.

They are more particularly described as follows:

All that certain tract or parcel of land and premises situate, lying and being in the Township of Frankford, in the County of Sussex and State of New Jersey:

BUTTED, BOUNDED AND DESCRIBED AS FOLLOWS:

An easement for the encumbering of stream fill rights on a branch of the Paulinskill at the Sussex County Farm on County Route 565 as shown on a map entitled "Sussex County Farm, Mitigation Site for Sussex County Bridge S-20 Over Paulinskill", Frankford Township, Sussex County, as prepared by Pickering, Corts & Summerson, Inc., Consulting Engineers, Newtown, PA, scale 1"=50' and known as sheet 2 of 12 dated May 5, 1986.

Said easement shall encompass all that land and premises contained in the flood fringe area as shown on the aforesaid map, said flood fringe being that portion of the land between the general floodway of the stream and the limit of the 100 year flood as shown on the aforementioned map.

The said stream fill rights easement line is more specifically described as follows:

Beginning at a point on the aforementioned map, said point having a coordinate North 834726.000 east 1974983.000 as determined by horizontal control on the New Jersey plane coordinate system; thence running from said beginning point (1) north 45 degrees 32 minutes 00 seconds west 380.00 feet to a point; thence (2) north 14 degrees 22 minutes 00 seconds east 343.00 feet to a point; thence (3) north 44 degrees 35 minutes 00 seconds east 292.03 feet to a point; thence (4) north 89 degrees 39 minutes 00 seconds east 491.29 feet to a point; thence (5) south 30 degrees 55 minutes 00 seconds east 189.00 feet to a point; thence (6) south 59 degrees 47 minutes 00 seconds west 211.00 feet to a point; thence (7) south 29 degrees 24 minutes 00 seconds west 395.00 feet to a point; thence (8) south 15 degrees 46

(F)
COUNTY OF SUSSEX
CONSIDERATION NONE
REALTY TRANSFER FEE EXEMPT
DATE 6-16-86 BY C.S.

1354-113 06/16/86

minutes 00 seconds east 88.00 feet to a point; thence (9) south 60 degrees 36 minutes 00 seconds east 146.00 feet to a point; thence (10) south 29 degrees 24 minutes 00 seconds west 114.00 feet to a point; thence (11) south 60 degrees 36 minutes 00 seconds east 176.00 feet to a point; thence (12) south 29 degrees 24 minutes 00 seconds west 110.00 feet to a point; thence (13) north 60 degrees 36 minutes 00 seconds west 489.00 feet to the point and place of beginning.

The lands encompassed by said stream fill rights easement line being part of lot 4, block 21 as shown on the current tax map for the Township of Frankford.

REC'D & RECORDED

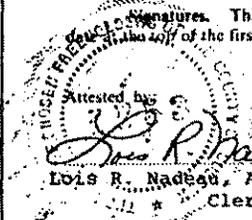
BOOK 1354 PAGE 116

'86 JUN 16 P 1 57

HELEN C. ACKERMAN
SUSSEX COUNTY CLERK'S
OFFICE - NEWTON, N.J.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the top of the first page. Its corporate seal is affixed.



Attested by
Lois R. Nadeau
Lois R. Nadeau, Acting Clerk

THE COUNTY OF SUSSEX

By *Edmund J. Zukowski*
Edmund J. Zukowski, Freeholder Director

STATE OF NEW JERSEY, COUNTY OF
I CERTIFY that on JUNE 10th, 1986

SS.:

Lois R. Nadeau

- personally came before me and this person acknowledged under oath, to my satisfaction, that:
- (a) this person is the Acting Clerk ~~secretary~~ of The Board of Chosen Freeholders of the County of Sussex the corporation named in this Deed;
 - (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is Edmund J. Zukowski, Freeholder ~~the~~ Director President of the corporation;
 - (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
 - (d) this person knows the proper seal of the corporation which was affixed to this Deed;
 - (e) this person signed this proof to attest to the truth of these facts; and
 - (f) the full and actual consideration paid or to be paid for the transfer of title is \$ NONE (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on 10th day of June, 1986
Susan Capozzoli

Lois R. Nadeau
(Print name of attesting witness below signature)
LOIS R. NADEAU

Susan Capozzoli
Notary Public, State of New Jersey
My Commission Expires July 20, 1988

R.R.
County Engineer

D-2018-276

2

94-50566

GRANT OF PERPETUAL RIGHT OF WAY

THIS INSTRUMENT made this 20th day of May, 1994, between County of Sussex of Plotts Road, Newton, Sussex County, New Jersey, hereinafter called "Grantor" and to be read as singular or plural and United Telephone Company of New Jersey, Inc. of 1201 Walnut Bottom Road, Carlisle, Cumberland County, Pennsylvania hereinafter called "Grantee".

WHEREAS, Grantor is the owner of all those certain premises, located at Blk 21, Lot 4, Morris Turnpike, Frankford Township, Sussex County, New Jersey, as set forth in Appendix A, which is attached hereto and incorporated herein by reference, as shown by deed recorded in the Recorder's Office of _____ county in Deed Book _____, Page _____, and as described in the Grantee's Engineering Records on file at 1201 Walnut Bottom Road, Carlisle, Pennsylvania;

WHEREAS, Grantor is desirous of granting to Grantee a perpetual right-of-way on said premises, and Grantee is desirous of receiving said perpetual right-of-way.

NOW THEREFORE, in consideration of the foregoing, and in further consideration of _____ One Dollar(s) (\$.00) to be paid only when all necessary permits, zoning and land use approvals are obtained from the proper authorities, it is agreed as follows:

1. The Grantor does hereby grant and convey to the Grantee, its successors, assigns and any other public utility with which Grantee has an attachment agreement:

- (a) A perpetual right-of-way on said premises to construct, reconstruct, maintain, remove, install, operate, locate and relocate facilities, and to conduct tree-trimming or brush removal without further notice, for the provision of telephone, communications and other public utility services;
- (b) Together with the right to excavate and refill ditches and trenches, and to install, remove, repair and replace thereon and therein such structures, fixtures, pipes, conduits, appliances, loading coil pots, pedestals, poles, wires, cables, guys, anchors, underground facilities and other accessories and appurtenances as the Grantee may deem necessary or desirous for the carrying out of its aforesaid purposes;
- (c) The perpetual right of ingress and egress, without notice, to and from said right-of-way at all times for any of the purposes herein provided, by Grantee, its employees, agents or other authorized persons.

2. Grantor warrants that this grant of perpetual right-of-way is unencumbered, or if encumbered, that Grantor has obtained any or all encumbrance holders' unqualified consent to this Agreement. Grantor agrees to defend, indemnify and hold Grantee harmless against any other claims to this premises, which defense and indemnification shall arise immediately upon any claim being made.

3. Grantor agrees not to create any hazard or to interfere with the proper use of the aforementioned structures, equipment or facilities.

4. Grantee agrees to substantially restore the property to its original condition, and to compensate Grantor for any damage to the property caused solely by Grantee, provided notice in writing is given to Grantor within thirty (30) days after any such damage occurs. Grantee agrees to defend, indemnify and hold Grantor harmless against any claims that arise from Grantee's use of this right-of-way and which are caused by Grantee's sole negligence or gross or willful misconduct.

5. Grantee agrees to supply all utilities for its use and be responsible for all repairs to, and maintenance of, its facilities.

WITNESS the Grantor's hand and seal the date first above written.

WITNESS:

Elaine A. Morgan
Signature

Elaine A. Morgan Clerk
Print Name and Title *Board Clerk*

Signature

Print Name and Title

GRANTOR(S):

Thomas J. Clark (SEAL)
Signature

Thomas J. Clark, Freeholder
Print Name and Title *Director*

Signature

Elaine A. Morgan Clerk of the Board
Print Name and Title *of Sussex Freeholder*

Address of Grantor(s): Plotts Road,

Street Address

Newton N.J. 07860
City State ZIP Code

Prepared by: Mercedes Scabot
Mercedes Scabot

2018-276A 8/15/04

D-2018-277

APPENDIX A

DESCRIPTION FOR POLE LINES AND UNDERGROUND FACILITIES

The following Engineering Records describe the location:

CSA # _____, Branchville Exchange, Pedestal _____
Pole Line # E33/4, W.O. # 14868922

Pole will be located approximately 139'± in an easterly direction from existing Power Company Pole #FK 1751 (UTS Pole # E33/3). *Pole # FK 1751 (E33/3) is located left of old Homestead on Block 21, Lot 4 in Frankford Township, Sussex County, N.J.

* The new pole will be located in an existing grass island located between two employee parking areas. The grass area is located in a southerly direction from the New Homestead (County Nursing Home) building.

REC'D & RECORDED
1994 AUG 15 AM 8:06
HELEN E. SPAN
SUSSEX COUNTY CLERK
NEWTON, N.J.

RECEIVED
94 AUG 12 AM 11:03
HELEN E. SPAN
SUSSEX COUNTY CLERK
NEWTON, N.J.

STATE OF NEW JERSEY :
COUNTY OF _____ : SS.

On this 6th day of June, 1994, before me, the undersigned Notary Public, personally appeared Elaine A. Morgan who is known to me (or satisfactorily proven) to be the person(s) who executed the foregoing Grant of Perpetual Right-of-Way and acknowledged the same to be his/her (their) act and deed that it may be recorded as such.

WITNESS my hand and official seal the date aforesaid.

RETURN TO: SPRINT-UNITED TELEPHONE-N.J.
R.R. 2, BOX 504
LAFAYETTE, N.J. 07848

Sheryl Ann Snook
Notary Public
My Commission Expires:

SHERYL-ANN SNOOK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 22, 1994

66605

Right of Way Agreement
(UNDERGROUND)

IN CONSIDERATION of One Dollar (\$1.00), and ~~other consideration~~ paid by NEW JERSEY POWER & LIGHT COMPANY, a New Jersey corporation, and United Telephone Company, the receipt of which is hereby acknowledged, the undersigned do (does) hereby grant and convey unto said New Jersey Power & Light Company, its successors and assigns, and United Telephone Company, its associated and allied Companies, their successors and assigns, the right to enter upon premises of the undersigned in the

Township of Frankford County of Sussex and State of New Jersey,

situate on the northerly side of Morris Turnpike, said premises being owned by

the COUNTY OF SUSSEX (hereinafter called Grantors) and bounded as follows;

northerly by lands of Morris Avenue, et al; southerly by lands of R. Cerbo;

easterly by lands of R. Cerbo and westerly by lands of Morris Turnpike

and from time to time to install, maintain, renew, relocate, redesign, alter and remove transformers, transformer pads, switches, switch enclosures, switch enclosure pads, service pedestals and underground wires, cables, conduits, ducts, manholes, handholes, fixtures and appurtenances in perpetuity for the transmission and distribution of electricity and the operation of communication systems, and in addition thereto to install and maintain such other wires, facilities and appurtenances as said Companies may deem necessary and proper, upon, under, across, along and beyond said property, the course of said lines, systems and right of way to run as follows: in a northeasterly direction from pole #FK-1751 to be installed on Grantor's land, course of said underground line and specifications thereof being more particularly shown on a New Jersey Power & Light Co. drawing #1-4142, dated 11-14-68 entitled "Proposed underground primary extension to Sussex County Health Center"; drawing #A-41202 entitled "General Service Specifications, one pad mount Transformer"; drawing #B-46210 dated 1-8-68 entitled "Handholes 4' x 6'"; drawing #A-49900 dated 3-18-60 entitled "Distribution Standards, cover for 4'x6' handhole"; drawing #B-48554 dated 6-1-66 entitled "Transformer Pads reinforced concrete"; drawing #L-41426 dated 11-18-68 entitled "Trench Specifications and typical R/W Plan for underground primary extensions" - attached hereto and made a part hereof

Together with the right to extend underground service laterals to all buildings on said premises No part of said lines except switches, switch enclosures, switch enclosure pads, transformers, transformer pads, service pedestals, meters and risers shall extend substantially above the existing level of the ground

It is agreed that the Companies may improve said facilities from time to time so that utility service may be supplied in a proper manner and shall have the right to trim or cut and remove such trees, tree branches or roots as may be required to maintain service at all times, the work shall be done with care and the sidewalk, street and premises disturbed thereby shall be restored to its prior condition by and at the expense of said Companies

Date November 20 1968

WITNESS

(Non corporate)
(Grantors)

ATTEST

Louise Childs
Louise Childs, Clerk

County of Sussex

By Jack Prout
Jack Prout, Director, Board of
Chosen Freeholders

REC'D & RECORDED
(17)
(1)
(15)
68 DEC 19 AM 10:
SUSSEX COUNTY CLERK
OFFICE - NEWTON, N.J.
HENRY B. CARR-CLERK

125-67 10-360.110-17-12000

BOOK 844 PAGE 29

FORM 1409

DEC 844-29 R 12/19/68

COUNTY OF SUSSEX
CLERK
DATE

STATE OF NEW JERSEY }
COUNTY OF Sussex }

BOOK 844 PAGE 30

BE IT REMEMBERED, that on this 20th day of November, 1968, before me, the subscriber, personally appeared Louise Childs who, being by me duly sworn on her oath, deposes and proves to my satisfaction, that she is Clerk Sussex of County of Sussex

(Corporate)
the Grantor named in the within Instrument, that Jack Prout is Director Proctor of said corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of said corporation, that deponent well knows the corporate seal of said corporation, and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Director Proctor, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness

Sworn to and subscribed before me
Newton
the date aforesaid

The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is Louise Childs, defined in P. L. 1968, C49 Sec. 1 (C) is \$1.00

Notary Public of New Jersey
My Commission Expires 1969

Parcel No
Frankford Township
Line Distribution
County Sussex

RIGHT OF WAY GRANT
FOR
ELECTRIC LINES

COUNTY OF SUSSEX

TO
NEW JERSEY POWER
& LIGHT COMPANY

Dated, 19, 1968

RECEIVED in the Clerk's Office of the County of Sussex New Jersey, on the 19th day of Dec, A.D. 1968, at 12:44 o'clock in the After noon, and recorded in Book 844 of Deeds for said County, on Page 2973

RECORDED AND RETURN TO
NEW JERSEY
POWER & LIGHT COMPANY
RIGHT OF WAY DEPARTMENT
MADISON AVENUE
AT PUNCH BOWL ROAD
MORRISTOWN, N. J.

Fees \$ 1.00 County Clerk

STATE OF NEW JERSEY }
COUNTY OF _____ }

(Direct Acknowledgment)

BE IT REMEMBERED, That on this _____ day of _____, 19____, in the County and State aforesaid, personally appeared before me, the subscriber, a Notary Public of New Jersey, _____ who, I am satisfied, _____ the Grantor _____ mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon _____ acknowledged that _____ signed, sealed and delivered the same as _____ voluntary act and deed, for the uses and purposes therein expressed

Notary Public of New Jersey

My Commission Expires _____

STATE OF NEW JERSEY }
COUNTY OF _____ }

(Subscribing Witness Ack)

I, _____, hereby certify that on the _____ day of _____, 19____, in the County of _____ and State aforesaid, personally appeared before me _____, whom I personally know to be the subscribing witness to the execution of the foregoing Instrument and who, being duly sworn, deposed and said that _____ he subscribed his name to the said Instrument as a subscribing witness on the date contained therein, and that _____ he saw _____

_____ sign, seal and deliver the said instrument as _____ voluntary act and deed, and that _____ he subscribed his name thereto at the same time as an attesting witness

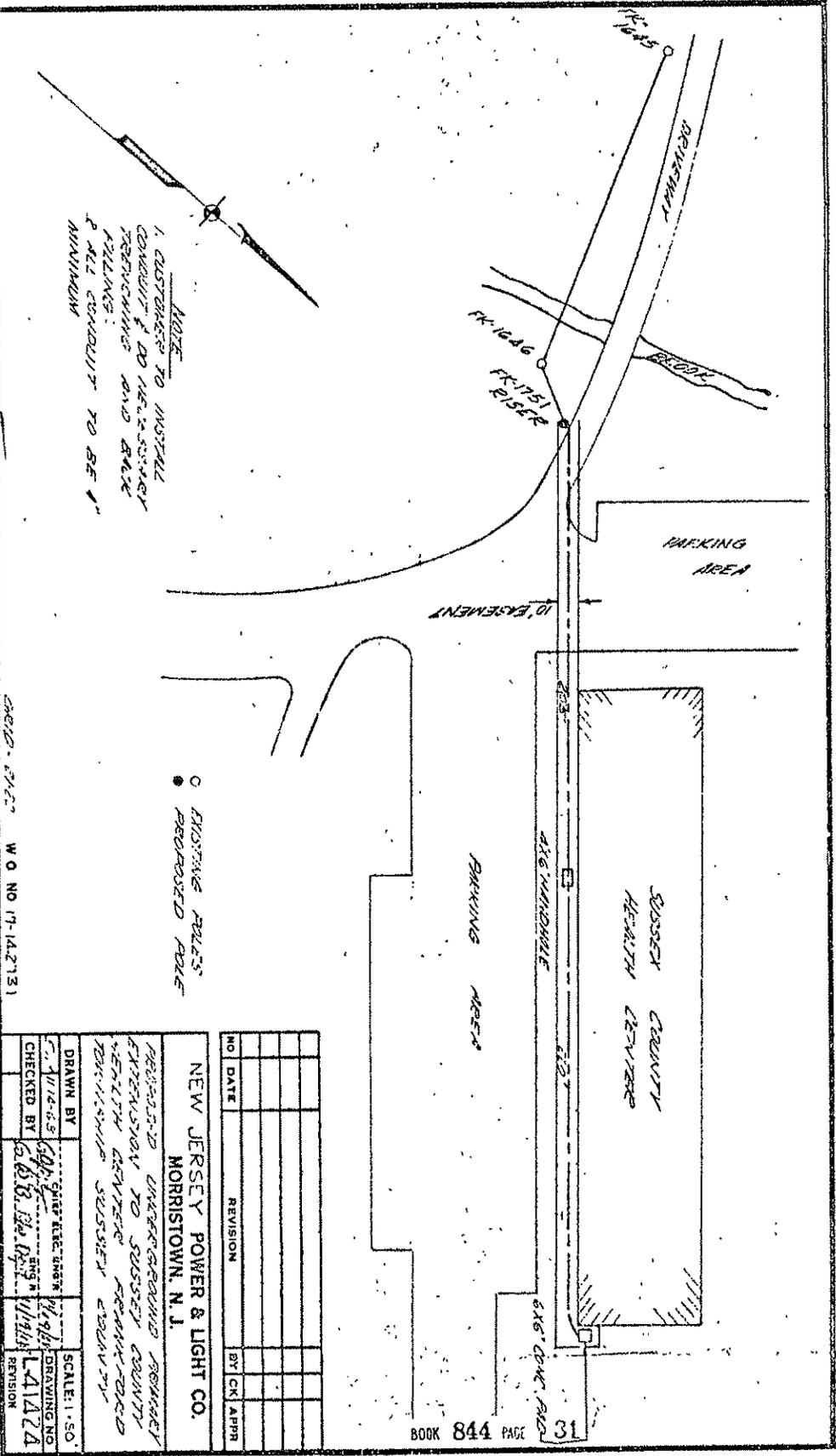
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid

Notary Public of New Jersey

My Commission Expires _____

DEFINANCE NO. 108

NOTE
 1. CUSTOMERS TO INSTALL
 CONDUIT & DO NECESSARY
 TAPPING AND BAKE
 PULLING.
 2. ALL CONDUIT TO BE
 MINIMUM



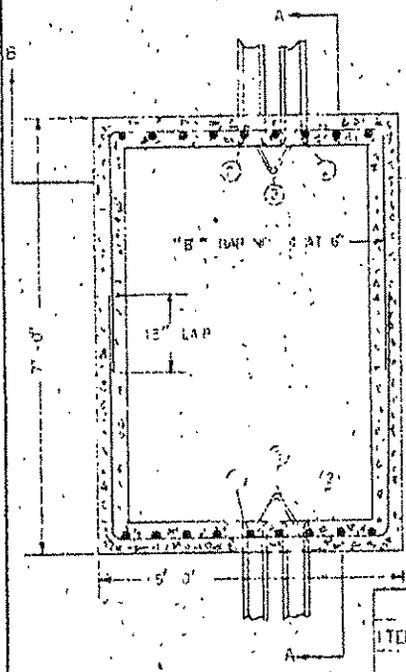
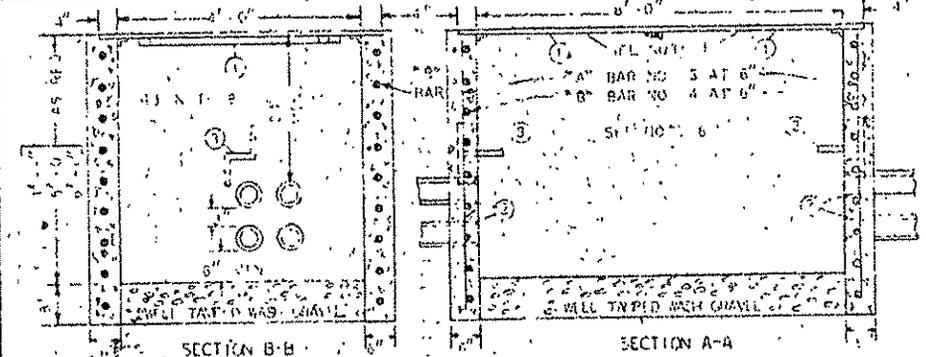
FIELD NO. W O NO 17-1A2131

● EXISTING POLES
 ● PROPOSED POLE

NEW JERSEY POWER & LIGHT CO. MORRISTOWN, N. J.			
NO	DATE	REVISION	BY / CK / APPR

PROJECTED UNDERGROUND TOWER EXTENSION TO SUSSEX COUNTY HEALTH CENTER, MORRISTOWN, NEW JERSEY	SCALE: 1" = 50'
DRAWN BY: G. B. B. JR.	DRAWING NO: LA1A2131
CHECKED BY: G. B. B. JR.	REVISION:

CONTRACT NO. 46210	HANDHOLES	DATE 11/19
PROJECT NO. 5011	4'-0" (W) X 4'-0" (L) X 4'-0" 5'-0" DR 6'-0" (D)	
	WITH CHECKERED STEEL PLATE COVER	
	(FOR SIDEWALK AREAS)	

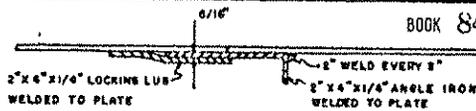


- NOTES:
1. FOR DETAILS OF THE 3/8" DIAMETER PLATE & 2" THICK 4'-0" X 4'-0" COVER (ITEMS 1 & 2) SEE DRAWING NO. A-43900 (REV. 10-19-57)
 2. CONTRACTOR TO INSTALL ALL ITEMS IN BILL OF MAT.
 3. 2" MIN. CONCRETE COVER FOR ALL REINFORCING BARS.
 4. REINFORCING BARS ARE TO BE 1/2" DEVIATION GRADE OR CIRCLED NEW MILD STEEL OR BILLET-CASTING ASTM A-15-65. ALL BARS ARE TO HAVE DEFORMATIONS MEETING ASTM A-305-65.
 5. NOT LESS THAN 5-1/2 SACKS OF CEMENT SHALL BE USED PER CY OF CONCRETE REGARDLESS OF STRENGTH OBTAINED. NOT OVER 6 GALS. OF WATER PER TON OF CEMENT, AND NOT OVER 5" SLUMP.
 6. CONCRETE WILL BE MADE WITH HIGH STRENGTH PORTLAND CEMENT, AND WILL BE CURED WITH A MAINTAINING IT IN A WARM MOIST ENVIRONMENT FOR AT LEAST THE FIRST THREE DAYS.
 7. ALL CONCRETE TO BE STRENGTH, CRUSH, OR SLAB SPECIMENS TO TEST 3000 PSI IN STANDARD 4" X 8" CYLINDERS AT 28 DAYS.
 8. THE NUMBER, SIZE AND LOCATION OF ALL PLATE, AND THE LOCATION OF THE REINFORCING BARS, ARE TO BE IDENTIFIED BY A DESIGNATED POWER COMPANY REPRESENTATIVE. MINIMUM DISTANCE FROM ANY WALL IS TO BE ONE FOOT.
 9. ALL SHEATHING IS TO BE REMOVED AND SOIL COMPACTED AROUND HANDHOLE.

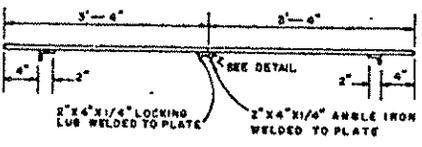
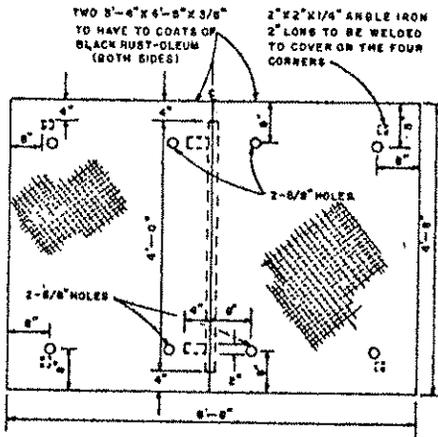
DESIGN CONDITIONS:
 1. SIDEWALK LOAD
 250 LBS / SQ. FT.

BOOK 844 PAGE 33

BILL OF MATERIAL		
ITEM	DESCRIPTION	QUANTITY
1	COVER, HANDHOLE (SET OF 2)	1
2	CONCRETE	AS REQ. AS REC. 10.00
3	REINFORCING BARS	AS REC.
4	COVER, 3/8" DIA. PLATE	1.06 (1.00) 1.00 (1.00) 1.00 (1.00)
5	NO. 3 3/8" BAR	26 LBS. 21.14' 21.14'
6	NO. 4 3/8" BAR	103 LBS. 12.11' 12.11'



DETAIL

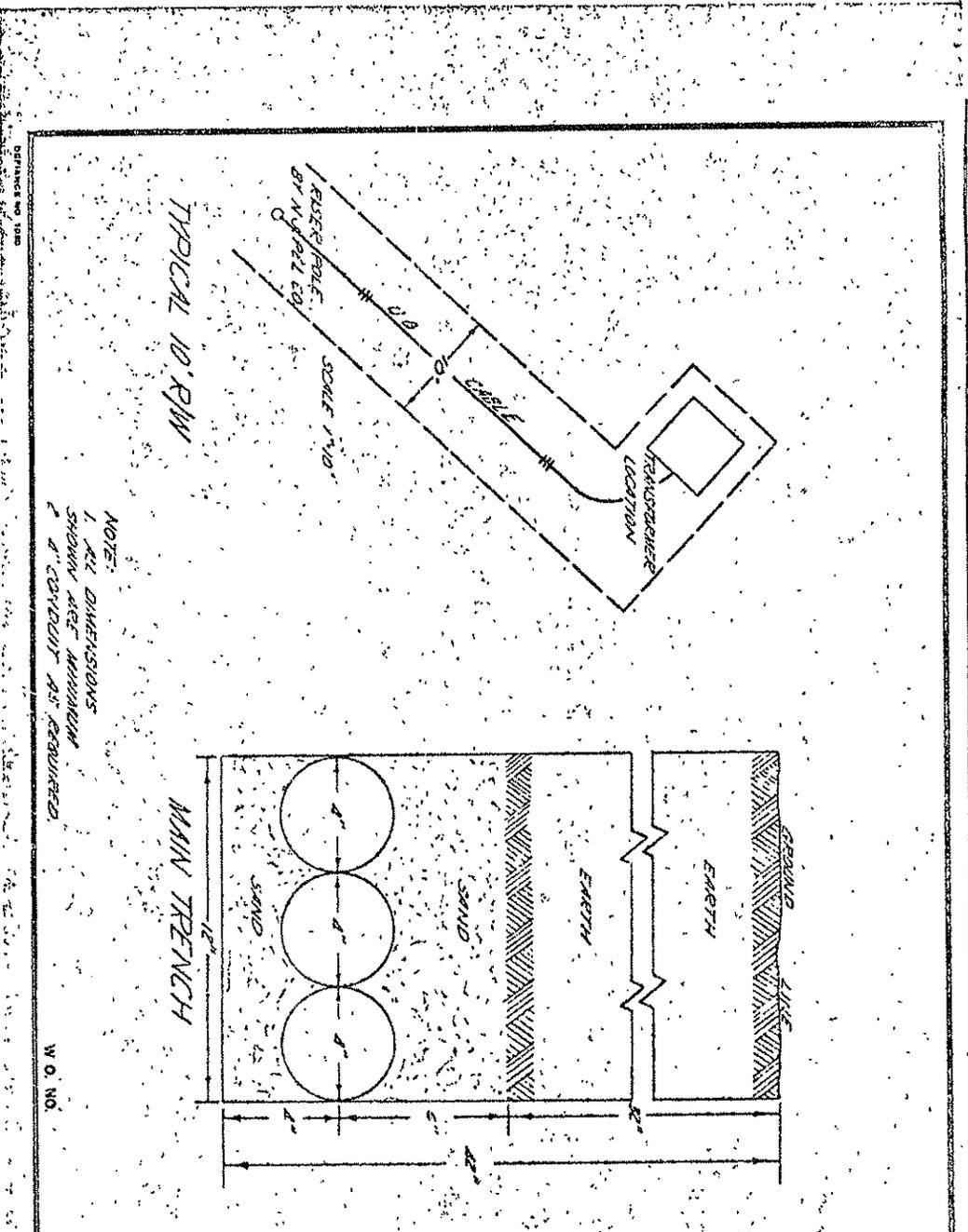


NO.	DATE	REVISIONS	BY	AUTHORIZED
4				
3				
2				
1				

1. MATERIAL IS TO BE 3/8" DIAMOND FLOOR PLATE.
2. ALL BURRS AND SHARP PROJECTIONS ARE TO BE REMOVED PRIOR TO SHIPMENT
3. AUTHORITY FOR THIS DRAWING PER SYSTEM STANDARDS COMMITTEE DECISION M-1019.

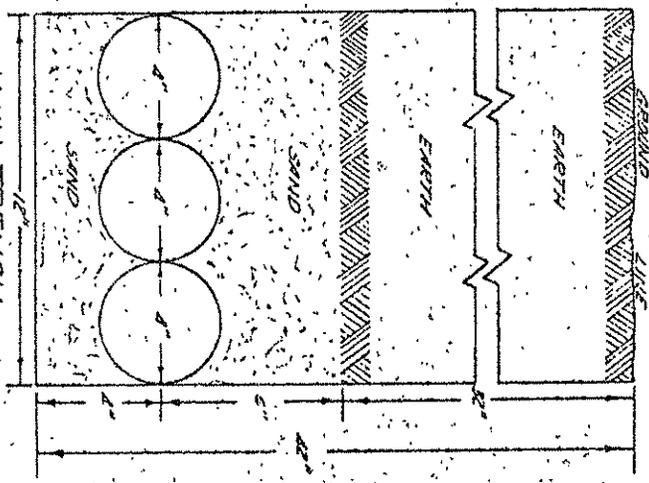
N. J. P. & L. CO. MORRISTOWN, N. J.	
DISTRIBUTION STANDARDS 4'-0" X 6'-0" RECTANGULAR COVER FOR 4' X 6' HANDHOLE	
CHIEF ENGR <i>[Signature]</i>	SCALE 1/2" = 1' DRAWING NO. A49900

DRAWN BY TRACED BY CHECKED BY	DATE 7-17-20
-------------------------------------	-----------------



NOTE:
 1. ALL DIMENSIONS
 SHOWN ARE MINIMUM
 2. CONDUIT AS REQUIRED

MAIN TRENCH



NO.	DATE	REVISIONS	BY	CHKD

NEW JERSEY POWER & LIGHT CO.
 MORRISTOWN, N. J.

TRENCH SPECIFICATIONS

TYPICAL 10' RW PLAN

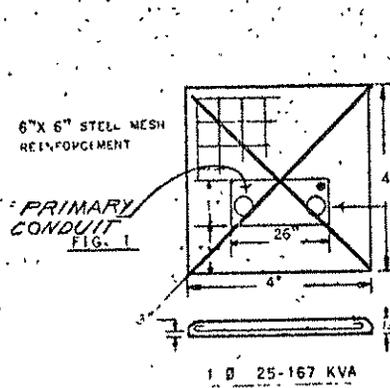
U.S. PENNANT ENGINEERS

DRAWN BY: [Signature]

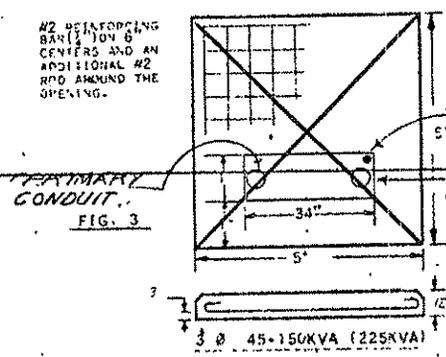
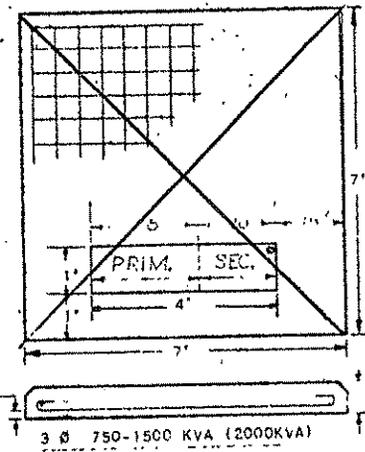
CHECKED BY: G. G. RIV. D. C.

SCALE: 1/4" = 1'-0"

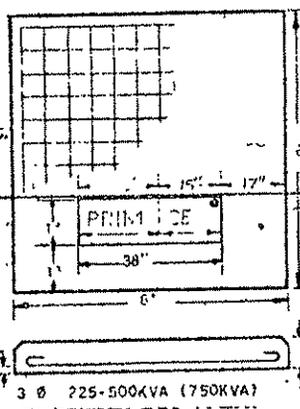
CONSTR. SIDS.	DESIGNED BY	DATE	PAGE 10,525
PAS. NO. B-40544	BY		4-5-65
SUPERSTRUC. NONE			6-1-66
TRANSFORMER PADS REINFORCED CONCRETE U.G. - DIRECT BURIAL CONSTRUCTION			



#3 REINFORCING BAR (1\"/>



#2 REINFORCING BAR (1\"/>



- NOTES:**
1. REFOY MIXED CONCRETE WITH A MINIMUM STRENGTH OF 2000 PSI AFTER 28 DAYS SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN SPECIFICATIONS FOR READY-MIXED CONCRETE (ASTM C-94).
 2. REINFORCING TO STOP 2" FROM SIDES AND OPENING OF FOUNDATION.
 3. PRIMARY AND SECONDARY RUCT AREA TO BE FILLED WITH WASH GRAVEL BY CONTRACTOR.
 4. CONDUITS, IF USED, AND GROUND ROD TO PROJECT 2" ABOVE TOP OF CONCRETE PAD.
 5. J.C.P.B.L. CO. TO SUPPLY GROUND ROD, MAKE ALL PRIMARY AND SECONDARY CONNECTIONS TO TRANSFORMER, AND DESIGNATE LOCATION OF CONDUITS OR CABLES WITHIN PRIMARY AND SECONDARY OPENING.
 6. PAD TO BE SET ON A MINIMUM OF 12" WELL TAMPED CRUSHED STONE.
 7. Finished grade elevation shall be at mid height of pad.
 8. Pad and conduit runs shall be inspected and approved by Division Engineer or his representative before backfill is done.
 9. There shall be 10' clearance from edge of pad to any combustible wall or material or any opening in a fireproof wall. A clearance of 3' will be maintained to a fireproof wall.

Book 844 page 35-A

90920

Right of Way Agreement

IN CONSIDERATION of the sum of One Dollar (\$1.00), paid by NEW JERSEY POWER & LIGHT COMPANY, a New Jersey corporation, or UNITED TELEPHONE COMPANY the receipt of which is hereby acknowledged, the undersigned do (does) hereby grant and convey unto said New Jersey Power & Light Company, its successors and assigns, and United Telephone Company its associated and allied Companies, their successors and assigns, the right

to enter without notice upon premises of the undersigned in the Township of Frankford County of Sussex and State of New Jersey, situate on the easterly side of Morris Avenue, said premises being owned by THE COUNTY OF SUSSEX (hereinafter called Grantor and bounded as follows: northerly by lands of A. Mackinnon; southerly by Morris Turnpike; easterly by lands of R. Cerbo and westerly by Morris Avenue

and from time to time to erect, maintain, renew, relocate, redesign, alter and remove poles, guys, anchors, guy stubs, crossarms, wires, cables, and appurtenances in perpetuity for the transmission and distribution of electricity, the operation of communication systems, and in addition thereto to erect and maintain such other wires or appurtenances on said poles and crossarms as said Companies may deem necessary and proper to be attached thereto, upon, over, across, along and beyond said property, the course of said pole line to run as follows:

in an easterly direction from pole #8-7-3 located on Morris Avenue, thence crossing land of the Grantor approximately 800 feet, more or less, on new poles to be installed on Grantor's land by Grantee (service lateral to Juvenile Detention Center, Frankford Township, Sussex County)

It is agreed that the Companies may improve said pole line from time to time so that utility service may be supplied in a proper manner and shall have the right to trim and keep trimmed, or cut and remove such trees or tree branches as may be required to maintain service at all times; the work shall be done with care and the sidewalk, street and premises disturbed thereby shall be restored to its prior condition by and at the expense of said Companies.

Date November 13th 1970

WITNESS: (L.S.) (L.S.) (L.S.) (L.S.)

(Non-corporate) (Grantors) ATTEST Louise Childs, Secretary Clerk

By Jack Prout, Director, Board of Chosen Freeholders

FORM R-W4 Rev. 6 N.J.P.L. Co.

BOOK 878 PAGE 57

10-360,110-100019

004 878-57 R 12/22/70

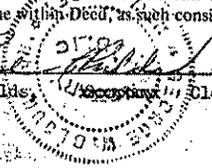
STATE OF NEW JERSEY)
COUNTY OF Sussex) ss:

BE IT REMEMBERED, that on this 13 day of Nov, 1970, before me, the subscriber, personally appeared Louise Childs who, being by me duly sworn on oath, deposes and proves to my satisfaction, that she is Clerk of The County of Sussex the Grantor named in the within Instrument, that Jack Prout is Director of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Director President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto, as witness. The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1968, c49, Sec. 1(c) is \$1.00.

(Corporate)

Subscribed and sworn to and subscribed before me)
the date aforesaid)
George W. Wilson, Jr.
Notary Public of NEW JERSEY
My commission expires NOV. 22, 1971

Louise Childs
Clerk



Frankford Twp.

Parcel No. _____
Line: Distribution
County: Sussex

RIGHT OF WAY AGREEMENT

THE COUNTY OF SUSSEX (Juvenile Detention Center)

TO
NEW JERSEY POWER & LIGHT COMPANY

Dated: November 13, 1970

RECEIVED in the Clerk's Office of the County of Sussex New Jersey, on the 13 day of November A.D. 1970 at 12:18 o'clock in the PM noon, and recorded in Book 878 of Deeds for said County, on Page 576

This Instrument Prepared By: George Wilson, Jr.

RECORD AND RETURN TO
NEW JERSEY POWER & LIGHT COMPANY
RIGHT OF WAY DEPARTMENT
MADISON AVENUE AT PUNCH BOWL ROAD
MORRISTOWN, NEW JERSEY

Henry B. Dan
Fees \$ _____
County Clerk

STATE OF NEW JERSEY)
COUNTY OF _____) ss:

BE IT REMEMBERED, That on this _____ day of _____, 19____, in the County and State aforesaid, personally appeared before me, the subscriber, a Notary Public of New Jersey, _____ who, I am satisfied, _____ the Grantor _____ mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon _____ acknowledged that _____ signed, sealed and delivered the same as _____ voluntary act and deed, for the uses and purposes therein expressed. The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1968, c49, Sec. 1(c) is \$1.00.

STATE OF NEW JERSEY)
COUNTY OF _____) ss:

I, _____ hereby certify that on the _____ day of _____, 19____, in the County of _____ and State aforesaid, personally appeared before me _____, whom I personally know to be the subscribing witness to the execution of the foregoing Instrument and who, being duly sworn, deposed and said that _____ he subscribed h _____ name to the said Instrument as a subscribing witness on the date contained therein, and that _____ he saw _____ sign, seal and deliver the said instrument as _____ voluntary act and deed, and that _____ he subscribed h _____ name thereto at the same time as an attesting witness.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day any year aforesaid. The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1968, c49, Sec. 1(c) is \$1.00.

Notary Public of New Jersey
My Commission Expires _____

017953

BOOK 907 PAGE 554

Right of Way Agreement

(UNDERGROUND)

IN CONSIDERATION of One Dollar (\$1.00), paid by NEW JERSEY POWER & LIGHT COMPANY, a New Jersey corporation, and UNITED TELEPHONE COMPANY, the receipt of which is hereby acknowledged, the undersigned do (does) hereby grant and convey unto said New Jersey Power & Light Company, its successors and assigns, and United Telephone Company, its associated and allied Companies, their successors and assigns, the right to enter without notice upon premises of the undersigned in the

Township of Frankford County of Sussex and State of New Jersey, situate off the northerly side of County Farm Road, said premises being owned by the COUNTY OF SUSSEX (hereinafter called Grantor) said premises being known as Sussex County Service Center

and from time to time to install, maintain, renew, relocate, redesign, alter and remove transformers, transformer pads, switches, switch enclosures, switch enclosure pads, service pedestals and underground wires, cables, conduits, ducts, manholes, handholes, fixtures and appurtenances in perpetuity for the transmission and distribution of electricity and the operation of communication systems, and in addition thereto to install and maintain such other wires, facilities and appurtenances as said Companies may deem necessary and proper, upon, under, across, along and beyond said property, the course of said lines, systems and right of way to run as follows:

the course and location of underground electric facilities to be installed on Grantor's land being more specifically shown on New Jersey Power & Light Company drawing #A-65065, dated June 21, 1972 entitled "Underground Right of Way Plan to Water Pollution Control Plant, Sussex County Service Center" attached hereto and to be made a part hereof

Together with the right to extend underground service laterals to all buildings on said premises. No part of said lines except switches, switch enclosures, switch enclosure pads, transformers, transformer pads, service pedestals, meters and risers shall extend substantially above the existing level of the ground.

It is agreed that the Companies may improve said facilities from time to time so that utility service may be supplied in a proper manner and shall have the right to trim or cut and remove such trees, tree branches or roots as may be required to maintain service at all times; the work shall be done with care and the sidewalk, street and premises disturbed thereby shall be restored to its prior condition and at the expense of said Companies.

WITNESSES: Louise Childs, Clerk (Non-corporate) (Grantors) July 6 19 72

ATTEST: Louise Childs, Clerk (Corporate) (Grantors) Secretary Louise Childs, Clerk

Board of Chosen Freeholders By Emil Sorensen, Director (L.S.)

RECORDED & INDEXED AUG - 7 1972 SUSSEX COUNTY NEW JERSEY CLERK

DM 907 554 28/7/72

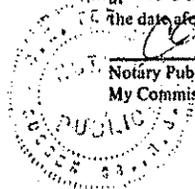
STATE OF NEW JERSEY } ss:
COUNTY OF

BE IT REMEMBERED, that on this 6th day of July, 1972, before me, the subscriber, personally appeared Louise Childs who, being by me duly sworn on her oath, deposes and proves to my satisfaction, that she is Clerk Secretary of COUNTY OF SUSSEX the Grantor named in the within Instrument, that Emil Sorenson is Director President of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Director President, as and for its voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed her name thereto as witness. The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c), is \$

Sworn to and subscribed before me at Newtown The date aforesaid.

Louise Childs
Louise Childs Secretary Clerk

G. E. PETERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 21, 1976
Notary Public of New Jersey
My Commission Expires _____



Frankford Twp.

Parcel No. _____
Line: Distribution
County: SUSSEX

RIGHT OF WAY AGREEMENT
(UNDERGROUND)

SUSSEX COUNTY WATER POLLUTION
CONTROL CENTER

TO
NEW JERSEY POWER
& LIGHT COMPANY

Dated: July 6, 1972

RECEIVED in the Clerk's Office of the County of Sussex New Jersey, on the 10th day of Aug., A.D. 1972 at 10:46 o'clock in the AM noon, and recorded in Book 402 of Deeds for said County, on Page 537

This instrument prepared by: George W. Blount, Jr.

RECORD AND RETURN TO
NEW JERSEY
POWER & LIGHT COMPANY
RIGHT OF WAY DEPARTMENT
MADISON AVENUE
AT PUNCH BOWL ROAD
MORRISTOWN, N.J.

Henry B. Lane
County Clerk

STATE OF NEW JERSEY } ss:
COUNTY OF

BE IT REMEMBERED, That on this _____ day of _____, 19____, in the County and State aforesaid, personally appeared before me, the subscriber, a Notary Public of New Jersey, _____ who, I am satisfied, _____ the Grantor _____ mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon _____ acknowledged that _____ signed, sealed and delivered the same as _____ voluntary act and deed, for the uses and purposes therein expressed. The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c), is \$ _____

(Direct Acknowledgment)

Notary Public of New Jersey
My Commission Expires _____

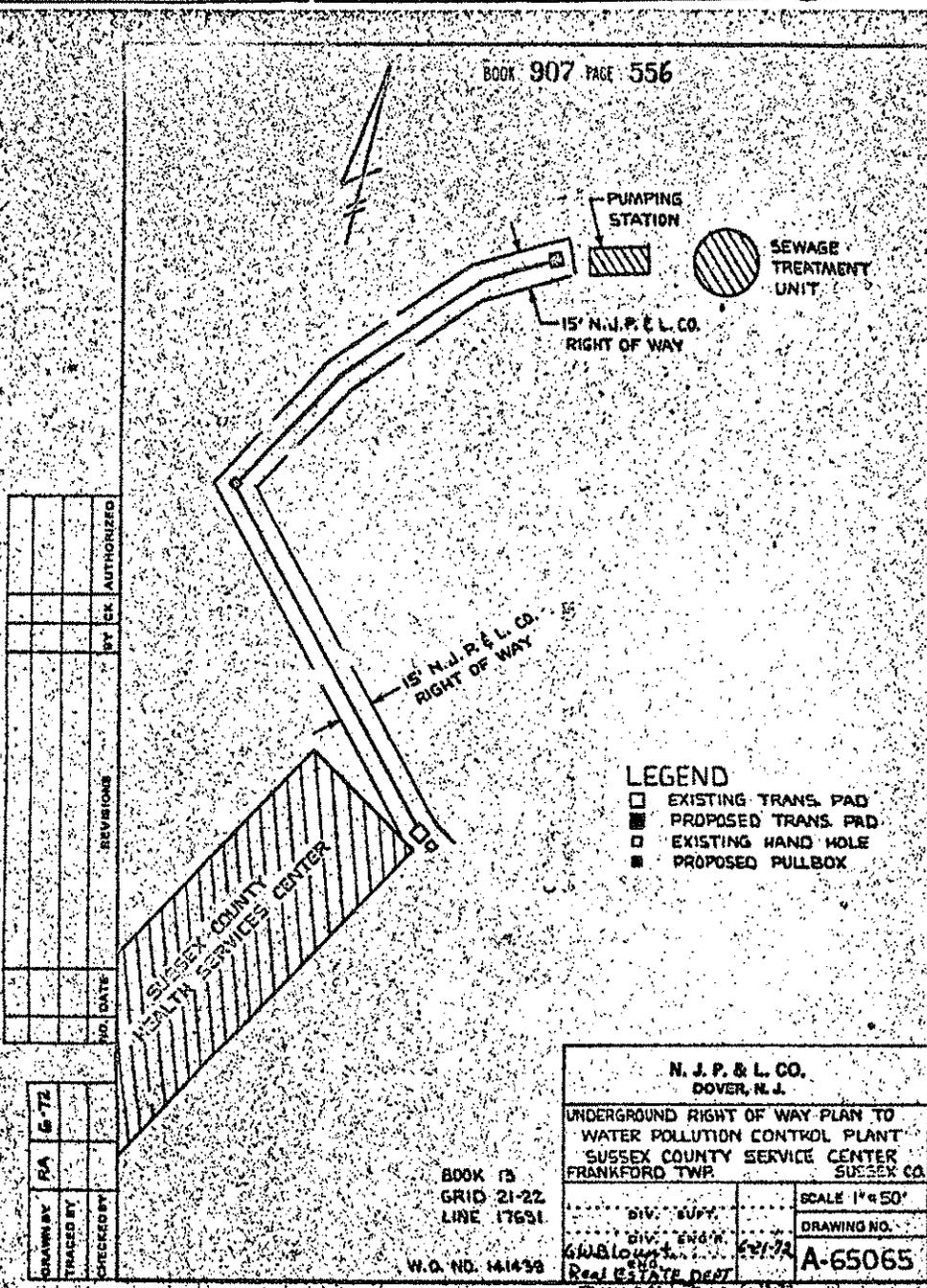
STATE OF NEW JERSEY } ss:
COUNTY OF

I, _____, hereby certify that on the _____ day of _____, 19____, in the County of _____ and State aforesaid, personally appeared before me _____, whom I personally knew to be the subscribing witness to the execution of the foregoing Instrument and who, being duly sworn, deposed and said that _____ he subscribed his name to the said Instrument as a subscribing witness on the date contained therein, and that _____ he saw _____ sign, seal and deliver the said instrument as _____ voluntary act and deed, and that _____ he subscribed his name thereto at the same time as an attesting witness. The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c) is \$ _____

(Subscribing Witness Ack.)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Notary Public of New Jersey
My Commission Expires _____



NO. DATE		REVISIONS		BY	DATE	AUTHORIZED

DESIGNED BY	RA	6-72
TRACED BY		
CHECKED BY		

- LEGEND**
- EXISTING TRANS. PAD
 - PROPOSED TRANS. PAD
 - EXISTING HAND HOLE
 - PROPOSED PULLBOX

N. J. P. & L. CO.
DOVER, N. J.

UNDERGROUND RIGHT OF WAY PLAN TO
WATER POLLUTION CONTROL PLANT
SUSSEX COUNTY SERVICE CENTER
FRANKFORD TWP. SUSSEX CO.

Div. SUPPLY	SCALE 1" = 50'
Div. E.W.D.M.	DRAWING NO.
6/21/72	A-65065

Real Estate Dept.

BOOK 13
GRID 21-22
LINE 17651

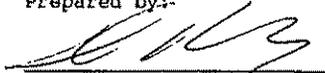
W.O. NO. 141433

98-09706

D-2290-057

30

Prepared by:-


Dennis R. McConneil, Esq.

DEED OF EASEMENT

This Deed is made on *March 11*, 1998,

BETWEEN THE COUNTY OF SUSSEX, a political subdivision of the State of New Jersey, with administrative offices located at Plotts Road, Newton, New Jersey, whose post office address is Post Office Box 709, Newton, New Jersey 07860

referred to as the Grantors

AND NUI CORPORATION d/b/a/ ELIZABETHTOWN GAS COMPANY, a public utility corporation of the State of New Jersey, with principal offices at One Elizabethtown Plaza, Union, New Jersey

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys an easement over and through the property described below to the Grantee. This transfer is made without monetary consideration.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Township of Frankford, being a portion of Block No. 21, Lot No. 4.

Property. The property consists of the land in the Township of Frankford, County of Sussex and State of New Jersey. The legal description is:

ANNEXED HERETO AS SCHEDULE A.

Grantor grants and conveys to Grantee, its successors, assigns, licensees and lessees, a right-of-way and easement in, under, across, over and through a portion of grantor's property more particularly described in Schedule A attached hereto and made a part hereof for the purposes of laying, constructing, maintaining, operating, repairing, altering, improving, inspecting, replacing or removing from time to time pipelines with valves, services and all other appurtenant facilities, for the transportation of natural gas that can be transported by or conducted through pipelines, together with such other rights as may be necessary, or convenient, for the full enjoyment or use of the rights herein granted including, among others, the right to enter upon and pass along the easement herein granted with equipment, persons and materials at such time as the grantee may elect, and the right to keep said easement free from trees, undergrowth, or other obstructions that may endanger or interfere with the construction, operation, maintenance or removal of said pipelines.

Consideration : \$ 0.00 Exempt Code: E

County	State	N.P.M.R.F	Total
0.00	0.00	0.00	0.00
Date: 05/26/1998			

Doc 2290-57 R5/04/98

D-2290-058

NC1646 - Affidavit of Consideration
RTP-1 (Rev. 1/2/86)
Print Date 7/97

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
OR
PARTIAL EXEMPTION
(c. 178, P.L. 1975)

ALL-STATE® Legal
A Division of ALL-STATE International, Inc.
908-272-0800

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 40:15-6 et seq.)

STATE OF NEW JERSEY
COUNTY OF Sussex SS.

FOR RECORDER'S USE ONLY
Consideration \$ _____
Realty Transfer Fee \$ 8
Date 5-26-98 By _____

* Use symbol "C" to indicate that fee is exclusively for county use.
(See Instructions #3, 4 and 5 on reverse side.)

(1) PARTY OR LEGAL REPRESENTATIVE

(See Instructions #3, 4 and 5 on reverse side.)

Deponent Dennis R. McConnell (Name), being duly sworn according to law upon his/her oath

deposes and says that he/she is the Legal Representative of grantor in a deed dated March 11, 1998
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 21 Lot No. 4

located at County Route 655, Frankford Township, Sussex County
(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 0

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

Transfer is from the County of Sussex, a political subdivision of the State of New Jersey

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 178, P.L. 1976 for the following reason(s):

A) SENIOR CITIZEN (See Instruction #8.)

- Grantor(s) 62 yrs. of age or over. *
- One or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- No joint owners other than spouse or other qualified exempt owners.

B) BLIND (See Instruction #8.)

- Grantor(s) legally blind. *
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)

- Grantor(s) permanently and totally disabled. *
- One or two-family residential premises.
- Receiving disability payments.
- Owned and occupied by grantor(s) at time of sale.
- Not gainfully employed.
- No joint owners other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)

- Affordable According to HUD Standards.
- Meets Income Requirements of Region.
- Reserved for Occupancy.
- Subject to Rental Controls.

D) NEW CONSTRUCTION (See Instruction #9.)

- Entirely new improvement.
- Not previously used for any purpose.
- Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me
this 16 day of March, 1998

Dennis R. McConnell
(Name of Deponent (Type above line))
Dennis R. McConnell
4 Waterloo Road
Stanhope, NJ 07874
Address of Deponent

County of Sussex
(Name of Grantor (Type above line))
Plotts Road
Newton, NJ 07860
Address of Grantor at Time of Sale

ELAINE A. MORGAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2000

FOR OFFICIAL USE ONLY - This space for use of County Clerk or Register of Deeds.
Instrument Number 906 County Sussex
Deed Number _____ Book _____ Page _____
Deed Dated 3-11-98 Data Recorded 5-26-98

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - White Copy To be retained by County.
DUPLICATE - Yellow Copy To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12).
TRIPPLICATE - Pink Copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

D-2290-059

SCHEDULE A

The County of Sussex

To

Elizabethtown Gas Company

Being Tax Block 21, Tax Lot 4, in the Township of Frankford,
of the County of Sussex, of the State of New Jersey.

Beginning at a point in the northeasterly right of way line of Sussex County Route 655, being distant the following courses from a concrete monument number (2) found at station 9+32.90, said station is shown as station 9+33.06 on a map entitled, " Plan of County Farm Road, Section No. I, Frankford Township, Sussex County, New Jersey, scale 1"= 50', dated August, 1966, prepared by Ernest E. Ayers. Running the following three courses to the point of beginning.

- A. North seventy nine degrees, forty six minutes, thirteen seconds West (N $79^{\circ} 46' 13''$ W), for a distance of eight hundred twenty and thirteen hundredths (820.13') feet, to concrete monument number (3) found, as shown on said County Farm Road map; running thence,
- B. North forty one degrees, thirty two minutes, forty one seconds West (N $41^{\circ} 32' 41''$ W), for a distance of two hundred eighty seven and fifty eight hundredths (287.58') feet, to a point of tangency on the northeasterly right of way line of County Farm Road (being designated as County Route 655 and having a right of way width of sixty six (66') feet) station 20+08.01 said station is shown as station 20+07.51 on said County Farm Road map; running thence,
- C. along said right of way line, on a curve to the left, in a generally southeasterly direction, having a radius of one thousand one hundred thirteen and forty nine hundredths (1113.49') feet, an arc length of seventy one and seventy eight hundredths (71.78') feet, a chord bearing of south fifty two degrees, three minutes, twenty two seconds east (S $52^{\circ} 03' 22''$ E), for a distance of seventy one and seventy six hundredths

D-2290-060

(71.76') feet, to a point on said curve, being the point and place of beginning; running thence,

along the following eleven (11) course of a fifteen (15.00') feet wide gas line easement and through the lands of The County of Sussex Tax Block 21, Tax Lot 4.

1. Leaving said right of way line North thirty six degrees, thirty minutes, five seconds East (N 36° 30' 05" E), for a distance of three hundred forty four and seven hundredths (344.07'), to a point; running thence,
2. North fifty seven degrees, ten minutes, fifty nine seconds West (N 57° 10' 59" W), for a distance of ninety eight and six hundredths (98.06') feet, to a point; running thence,
3. North seventeen degrees, fifty nine minutes, fifty seconds West (N 17° 59' 50" W), for a distance of ninety three and eighty five hundredths (93.85') feet, to a point; running thence,
4. North fifty one degrees, forty three minutes, forty seven seconds West (N 51° 43' 47" W), for a distance of one hundred twenty four and seventy one hundredths (124.71') feet, to a point; running thence,
5. North thirty one degrees, forty four minutes, seven seconds West (N 31° 44' 07" W), for a distance of seventeen and thirty two hundredths (17.32') feet, to a point; running thence,
6. North fifty eight degrees, fifteen minutes, fifty two seconds East (N 58° 15' 52" E), for a distance of fifteen and zero hundredths (15.00') feet, to a point; running thence,
7. South thirty one degrees, forty four minutes, seven seconds East (S 31° 44' 07" E), for a distance of fourteen and sixty eight hundredths (14.68') feet, to a point; running thence,
8. South fifty one degrees, forty three minutes, forty seven seconds East (S 51° 43' 47" E), for a distance of one hundred twenty six and sixty one hundredths (126.61') feet, to a point; running thence,

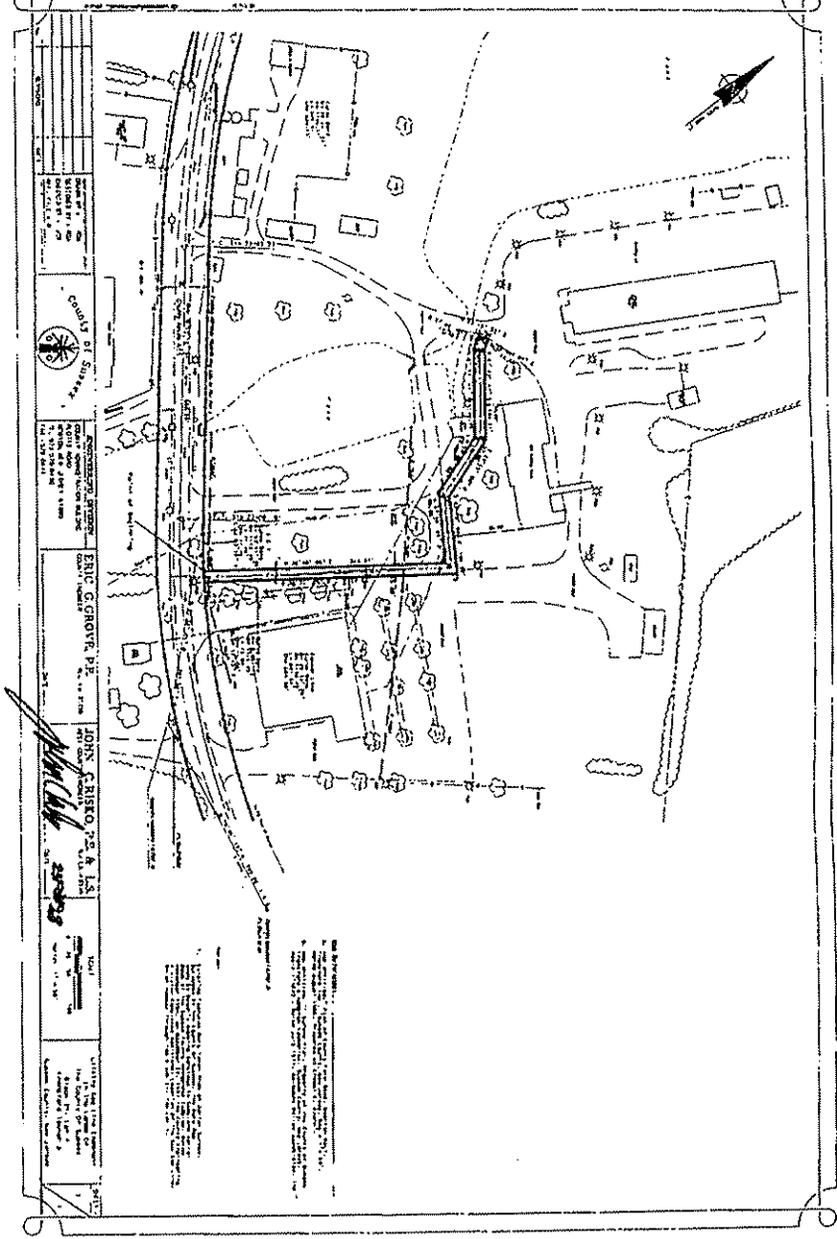
D-2290-061

9. South seventeen degrees, fifty nine minutes, fifty seconds East (S 17° 59' 50" E), for a distance of ninety three and six hundredths (93.06'), to a point; running thence,
10. South fifty seven degrees, ten minutes, fifty nine seconds East (S 57° 10' 59" E), for a distance of one hundred eight and seventy two hundredths (108.72') feet, to a point; running thence,
11. South thirty six degrees, thirty minutes, five seconds West (S 36° 30' 05" W), for a distance of three hundred fifty nine and eighty six hundredth (359.86'), to a point on said right of way line; running thence,
12. along said right of way line, on a curve to the right, in a generally northwesterly direction, having a radius of one thousand one hundred thirteen and forty nine hundredths (1113.49') feet, an arc length of fifteen and zero hundredths (15.00'), a chord bearing of North fifty four degrees, seventeen minutes, nineteen seconds West (N 54° 17' 19" W), with a chord distance of fifteen and zero hundredths (15.00') feet, to the point and place of beginning.

Containing 10358.00 S.F., or 0.238 Acres.

This description was prepared by John C. Risko, Assistant County Engineer, Professional Engineer and Land Surveyor with the County of Sussex Engineering Division, as shown on a map entitled, " Utility Gas Line Easement In The Lands Of The County Of Sussex, Block 21, Lot 4, Frankford Township, Sussex County, New Jersey, Dated February 23, 1998 and filed in the Office of the Sussex County Engineering Division, attached as schedule A.

D-2290-062



5

D-2353-024

99-04513

23

RESOLUTION RE: GRANT OF RIGHT OF WAY EASEMENT TO ALAN MARR & ALISE MARR THROUGH LOT 4 BLOCK 22 FRANKFORD TOWNSHIP

WHEREAS, Alan Marr & Alise Marr are the owners of property designated as Block 2701, Lots 9 and 12 and Block 2803, Lot 14 in Hampton Township and Block 22, Lots 6, 7, 7A in Frankford Township, in the County of Sussex, and State of New Jersey; and

WHEREAS, the County of Sussex is the owner of property known and designated as Block 22, Lot 4 (hereinafter "Servient Tenement") on the Frankford Township Tax Map; and

WHEREAS, there has existed for a substantial period of time a driveway or lane which has been used by the Marrs and their predecessors in title to cross over Block 22, Lot 4 to provide access to County Route 655; and

WHEREAS, the parties are desirous of establishing in recordable form their rights and obligations with regard to the use of said driveway; the rights and obligations conferred pursuant to this Agreement shall be binding on the parties heirs successors and assigns.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex does hereby give and grant to Alan Marr & Alise Marr, his wife, and their heirs and assigns, a fifteen foot wide easement set forth in the Easement Agreement annexed to this Resolution upon the conditions herein set forth, to wit:

1. The Marrs shall acknowledge their agreement to these terms by executing and recording the Easement Agreement annexed to this Resolution within thirty days of the date of the adoption of this Resolution; failure to agree and record said Resolution within thirty days shall void the grant of this easement.
2. The Freeholder Director and Clerk of the Board are authorized to execute this Easement Agreement upon behalf of the County.
3. Copies of this Resolution are to be forwarded to the County Engineer, County Counsel, County Planning Board Attorney and the Marrs.

Certified as a true copy of a Resolution adopted by the Board on the 10th day of February, 1999.

Elaine A. Morgan
Elaine A. Morgan, Clerk
Board of Chosen Freeholders

REC'D & RECORDED
99 MAR - 1 AM 8:13
ERMA GORHALEY
SUSSEX COUNTY CLERK
NEWTON, N.J.

004 2353-024 R 3/1/99

EASEMENT AGREEMENT

WHEREAS, ALAN MARR & ALISE MARR residing at 6125 Route 206 Chester New Jersey, and State of New Jersey, are the owners of a dwelling house, pole barn and approximately ninety four acres and a dwelling house which property is designated on the Hampton Township Tax Map as Block 2701 lots 9 and 12 and Block 2803 lot 14 and Frankford Township Block 22 lots 6, 7, 7A (hereinafter "Dominant Tenement") which property is more particularly described on Schedule A annexed hereto and incorporated by reference herein.

AND WHEREAS the COUNTY OF SUSSEX is the owner of Property known and designated as Block 22 Lot 4 (hereinafter "Servient Tenement") on the Frankford Township Tax Map

AND WHEREAS, there has existed for a substantial period of time a driveway or lane which has been used by the Marrs and their predecessors in title to access their property described above. Which driveway runs from the County Route 655 over the servient tenement to the dominant tenement and which driveway is more particularly described in Schedule B annexed hereto and incorporated by reference herein; and

AND WHEREAS, the parties are desirous of establishing in recordable form their rights and obligations with regard to the use of said driveway.

AND WHEREAS, The rights and obligations conferred pursuant to this agreement shall be binding on the parties heirs successors and assigns.

NOW, THEREFORE the Board of Chosen Freeholders of the County of Sussex does hereby give and grant to ALAN MARR & ALISE MARR, his wife, and their heirs successors and assigns, a fifteen foot wide easement over the servient tenement which easement is described in Schedule B for ingress and egress from the Dominant tenement to County Route 655 upon the conditions herein set forth below, to wit:

1. The Dominant Tenement herein shall not use any other lands owned by the County of Sussex other than those described in Schedule B herein;
2. The easement herein granted shall be for the sole use of the Dominant Tenement herein named, their heirs and assigns, and those persons invited by the grantees

D-2353-026

as their social guests, or otherwise such business invitees only as may be required for the servicing, maintenance, or repair of the premises of the grantee, or their heirs or assigns. By accepting this easement the Dominant Tenement agrees to limit the use of this property to the one existing single family dwelling and one additional single family dwelling. In addition the Dominant Tenement is permitted to conduct farming operations and store equipment normally used in the landscaping business. Said stored vehicles not to exceed a gross weight of 20,000 pounds and not to exceed a total of five vehicles.

3. Nothing contained herein shall be construed to limit the ingress and egress of any vehicle used in connection with conduct of landscaping, farming or construction of an additional residence on the premises or the maintenance of existing structures or the construction or maintenance of one additional single family residence on the premises.

4. The Dominant Tenement agrees that no retail sales of any type shall be permitted on any of the property set forth in schedule A annexed hereto.

5. The County shall not be required to maintain the easement herein provided in any particular condition or standard. The grantee shall not undertake to improve or alter or change the surface or location of the right of way, or any portion thereof, without the written consent of the Servient Tenement. The Dominant Tenement is permitted to pave or oil and stone and light the easement within the fifteen foot wide easment set forth in schedule B.

6. In the event the County of Sussex or any subsequent property owner desires to develop or use Block 22 Lot 4, upon written notice to the Dominant Tenement, it can require the relocation of the right of way at the sole cost of the Dominant Tenement subject to an area designated by the Servient Tenement on the property subject to the provision that if the length of the right of way is increased by more than fifteen per cent in the area crossing the servient easement, the Servient Tenement shall be responsible for that portion of increase in costs attributable to increasing the length of the right of way beyond one hundred and fifteen per cent of it's present length. In determining the cost, if any to be paid by the Servient Tenement, the standard shall be reconstructing the right of way to the same state of improvement of the right of way within the servient easement at the time the notice is sent.

7. The Servient Tenement gives the right to the Dominant Tenement to pave within the right of way and place lights within the Right of Way and to place a gate with a lock at the end of the right of way. Upon the condition that the Dominant Tenement must supply a key or device to the Servient Tenement.

8. In the event that the Servient Tenement is forced to resort to the Courts for enforcement of any of the terms of this agreement the Dominant Tenement shall be responsible for all costs incurred by the Servient Tenement including reasonable counsel fees incurred in the event the Court determines that the Servient Tenement is entitled to said relief.

9. The Dominant Tenement is required to apply for and obtain a permit from the County Engineering Office for a driveway opening consistent with the terms of this agreement. Said application to be made within thirty days of the adoption of this resolution.

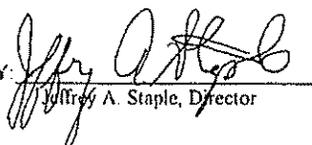
10. The Dominant Tenement is required to comply with the rules, laws and regulations of all other governmental authorities, and nothing herein shall constitute a waiver or the grant of approval by any other governmental authority.

11. Failure of the Dominant Tenement to execute and file this agreement within thirty days of the adoption of the resolution approving the grant of the easement shall void the grant of this easement.

12. This instrument expresses the entire agreement between the parties and shall not be amended or changed except in writing signed by all parties possessing a present interest in said properties described in Schedules A and B set forth above. In the case of an interest owned the County of Sussex, any modification must be by a formal resolution of the Board of Chosen Freeholders of Sussex County.

IN WITNESS WHEREOF, the Board of Chosen Freeholders of the County of Sussex has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal to be hereunto affixed, this *24th* day of *February*, 1998.


Elaine Morgan, Clerk
meeting 2/10/99

BY: 
Jeffrey A. Staple, Director

D-2353-028

STATE OF NEW JERSEY, COUNTY OF *Sussex* S.S.:

I CERTIFY that on February *25*, 1999

Elaine Morgan

personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) this person is the Clerk of the Board of Chosen Freeholders of the County of Sussex, the political subdivision named in this deed;
- (b) this person is attesting witness to the signing of this Deed by Jeff Staple the Freeholder Director of the County of Sussex.
- (c) this Deed was signed and made by the corporation as a voluntary act and deed by virtue of authority from its Board of Directors; and
- (d) this person knows the proper corporate seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$ 0 (Such consideration is defined in N.J.S.A. 46:15-5.)

Elaine A. Morgan
 Elaine A Morgan, Clerk of the Board of
 Chosen Freeholders of Sussex County

Signed and sworn to before me on February 25 1999

Tina Wurzbach
 TINA WURZBACH
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Sept. 20, 1999

Alan Marr
 ALAN MARR

Alise Marr
 ALISE MARR

STATE OF NEW JERSEY
 COUNTY OF *Sussex*

On this *25* day of *February* 1999 before me the subscriber an
 personally appeared ALAN MARR & ALISE MARR
 who, I am satisfied, are the persons named and who executed the within instrument, and
 thereupon they acknowledged that they signed and delivered the same as their act and
 deed, for the purposes therein expressed.

R.H.R.
Alise Marr
1625 Rt. 204
Chester, N.J. 07930

Tina Wurzbach
 TINA WURZBACH
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Sept. 20, 1999

THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE AND ATTACH SCHEDULES "A" & "B" WHICH WERE INADVERTENTLY EXCLUDED FROM THE ORIGINAL RECORDING AND WHICH ARE REFERRED TO AND INCORPORATED IN THE ANNEXED EASEMENT AGREEMENT.

23
31

~~0-2353-024~~

~~99-04513~~ 99-19811

RESOLUTION RE: GRANT OF RIGHT OF WAY EASEMENT TO ALAN MARR & ALISE MARR THROUGH LOT 4 BLOCK 22 FRANKFORD TOWNSHIP

WHEREAS, Alan Marr & Alise Marr are the owners of property designated as Block 2701, Lots 9 and 12 and Block 2803, Lot 14 in Hampton Township and Block 22, Lots 6, 7, 7A in Frankford Township, in the County of Sussex, and State of New Jersey; and

WHEREAS, the County of Sussex is the owner of property known and designated as Block 22, Lot 4 (hereinafter "Servient Tenement") on the Frankford Township Tax Map; and

WHEREAS, there has existed for a substantial period of time a driveway or lane which has been used by the Marrs and their predecessors in title to cross over Block 22, Lot 4 to provide access to County Route 655; and

WHEREAS, the parties are desirous of establishing in recordable form their rights and obligations with regard to the use of said driveway; the rights and obligations conferred pursuant to this Agreement shall be binding on the parties heirs successors and assigns.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex does hereby give and grant to Alan Marr & Alise Marr, his wife, and their heirs and assigns, a fifteen foot wide easement set forth in the Easement Agreement annexed to this Resolution upon the conditions herein set forth, to wit:

1. The Marrs shall acknowledge their agreement to these terms by executing and recording the Easement Agreement annexed to this Resolution within thirty days of the date of the adoption of this Resolution; failure to agree and record said Resolution within thirty days shall void the grant of this easement.
2. The Freeholder Director and Clerk of the Board are authorized to execute this Easement Agreement upon behalf of the County.
3. Copies of this Resolution are to be forwarded to the County Engineer, County Counsel, County Planning Board Attorney and the Marrs.

Certified as a true copy of a Resolution adopted by the Board on the 10th day of February, 1999.

Elaine A. Morgan
Elaine A. Morgan, Clerk
Board of Chosen Freeholders

REC'D & RECORDED
99 MAR - 11 AM '99
EMMA CORNELIUS
SUSSEX COUNTY CLERK
NEWTON, N.J.

004 2395-62A 8/12/99

D-2395-063

SCHEDULE "A"

Description of

Block 22, Lots 6, 7 & 7A (7.01)

Frankford Twp.

Block 2701, Lots 9 & 12 & Block 2803.01, Lot 14

Hampton Twp.

Sussex County, New Jersey

BEGINNING at a point located at the northwesterly corner of Lot 14, Block 2803.01 on the tax map of the Township of Hampton and running; thence,

1. North 69° 08' 59" west, a distance of 649.61' to a point and from thence running;
2. North 35° 51' 52" east, a distance of 1891.98' to a point and from thence running;
3. South 42° 51' 27" east, a distance of 3117.00' to a point and from thence running;
4. North 89° 20' 50" west, a distance of 20.01' to a point and from thence running;
5. North 43° 20' 59" west, a distance of 200.62' to a point and from thence running;
6. North 47° 30' 50" west, a distance of 103.23' to a point and from thence running;
7. South 46° 46' 11" west, a distance of 310.65' to a point and from thence running;
8. South 51° 51' 50" east, a distance of 523.10' to a point and from thence running;
9. South 39° 24' 11" west, a distance of 471.96' to a point and from thence running;
10. North 50° 35' 49" west, a distance of 95.13' to a point and from thence running;
11. South 39° 24' 11" west, a distance of 491.20' to a point and thence running;

Beardslee Engineering Associates • Sparta, New Jersey 07871 • (973) 729-0300

D-2395-064

12. North 30° 54' 38" west, a distance of 1768.58' to a point and from thence running;
13. South 49° 40' 57" west, a distance of 860.64' to a point and from thence running;
14. North 29° 49' 03" west, a distance of 454.07' to a point and from thence running;
15. South 20° 15' 07" west, a distance of 80.01' to a point and from thence running;
16. North 69° 44' 53" west, a distance of 150.00' to a point and from thence running;
17. North 20° 15' 07" east, a distance of 205.56' to the point or place of BEGINNING.

Containing 93.45 +/- acres.

D-2395-065

SCHEDULE "B"

Description of
Access Easement

Across Lot 4, Block 22

Frankford Township, Sussex County

BEGINNING at a point in the division line between Lots 4 and 7 in Block 22, said point being south 42° 51' 27" east, 409.83' from the end of the 2nd course of the above 93.45 acre tract, said point also being the following courses and distances from the beginning point of a description of a centerline of roadway as per Deed Book 1386, Page 114:

- A. North 45° 09' 09" east, 181.35'
- B. North 48° 14' 09" east, 104.70'
- C. North 39° 27' 09" east, 62.80'
- D. North 47° 36' 09" east, 154.16' and from said point running thence,
 - 1. North 47° 36' 09" east, 98.49'
 - 2. North 76° 32' 09" east, 154.90'
 - 3. North 50° 41' 09" east, 203.58'
 - 4. North 25° 36' 09" east, 118.20'
 - 5. North 44° 27' 09" east, 85.45'
 - 6. North 15° 50' 09" east, 96.35'
 - 7. North 41° 52' 09" east, 84.00'
 - 8. North 8° 42' 09" east, 168.43'
 - 9. North 35° 16' 09" east, 164.41'
 - 10. North 29° 58' 09" east, 88.93'
 - 11. North 60° 23' 09" east, 192.75'
 - 12. North 53° 50' 09" east, 163.10'
 - 13. North 43° 32' 09" east, 68.68' to a point in the centerline of Sussex County Route 655

REC'D & RECORDED
59 AUG 12 AM 11:47
EHA GANLEY
SUSSEX COUNTY CLERK
NEWTON, N.J.

D-2395-066

~~D-2353-025~~

EASEMENT AGREEMENT

WHEREAS, ALAN MARR & ALISE MARR residing at 6125 Route 206 Chester New Jersey , and State of New Jersey, are the owners of a dwelling house, pole barn and approximately ninety four acres and a dwelling house which property is designated on the Hampton Township Tax Map as Block 2701 lots 9 and 12 and Block 2803 lot 14 and Frankford Township Block 22 lots 6, 7, 7A (hereinafter "Dominant Tenement") which property is more particularly described on Schedule A annexed hereto and incorporated by reference herein.

AND WHEREAS the COUNTY OF SUSSEX is the owner of Property known and designated as Block 22 Lot 4 (hereinafter "Servient Tenement") on the Frankford Township Tax Map

AND WHEREAS, there has existed for a substantial period of time a driveway or lane which has been used by the Marrs and their predecessors in title to access their property described above. Which driveway runs from the County Route 655 over the servient tenement to the dominant tenement and which driveway is more particularly described in Schedule B annexed hereto and incorporated by reference herein: and

AND WHEREAS, the parties are desirous of establishing in recordable form their rights and obligations with regard to the use of said driveway.

AND WHEREAS, The rights and obligations conferred pursuant to this agreement shall be binding on the parties heirs successors and assigns.

NOW, THEREFORE the Board of Chosen Freeholders of the County of Sussex does hereby give and grant to ALAN MARR & ALISE MARR , his wife, and their heirs successors and assigns, a fifteen foot wide easement over the servient tenement which easement is described in Schedule B for ingress and egress from the Dominant tenement to County Route 655 upon the conditions herein set forth below, to wit:

1. The Dominant Tenement herein shall not use any other lands owned by the County of Sussex other than those described in Schedule B herein:
2. The easement herein granted shall be for the sole use of the Dominant Tenement herein named, their heirs and assigns, and those persons invited by the grantees

as their social guests, or otherwise such business invitees only as may be required for the servicing, maintenance, or repair of the premises of the grantee, or their heirs or assigns. By accepting this easement the Dominant Tenement agrees to limit the use of this property to the one existing single family dwelling and one additional single family dwelling. In addition the Dominant Tenement is permitted to conduct farming operations and store equipment normally used in the landscaping business. Said stored vehicles not to exceed a gross weight of 20,000 pounds and not to exceed a total of five vehicles.

3. Nothing contained herein shall be construed to limit the ingress and egress of any vehicle used in connection with conduct of landscaping, farming or construction of an additional residence on the premises or the maintenance of existing structures or the construction or maintenance of one additional single family residence on the premises.

4. The Dominant Tenement agrees that no retail sales of any type shall be permitted on any of the property set forth in schedule A annexed hereto.

5. The County shall not be required to maintain the easement herein provided in any particular condition or standard. The grantee shall not undertake to improve or alter or change the surface or location of the right of way, or any portion thereof, without the written consent of the Servient Tenement. The Dominant Tenement is permitted to pave or oil and stone and light the easement within the fifteen foot wide easment set forth in schedule B.

6. In the event the County of Sussex or any subsequent property owner desires to develop or use Block 22 Lot 4, upon written notice to the Dominant Tenement, it can require the relocation of the right of way at the sole cost of the Dominant Tenement subject to an area designated by the Servient Tenement on the property subject to the provision that if the length of the right of way is increased by more than fifteen per cent in the area crossing the servient easement, the Servient Tenement shall be responsible for that portion of increase in costs attributable to increasing the length of the right of way beyond one hundred and fifteen per cent of it's present length. In determining the cost, if any to be paid by the Servient Tenement, the standard shall be reconstructing the right of way to the same state of improvement of the right of way within the servient easement at the time the notice is sent.

7. The Servient Tenement gives the right to the Dominant Tenement to pave within the right of way and place lights within the Right of Way and to place a gate with a lock at the end of the right of way. Upon the condition that the Dominant Tenement must supply a key or device to the Servient Tenement.

8. In the event that the Servient Tenement is forced to resort to the Courts for enforcement of any of the terms of this agreement the Dominant Tenement shall be responsible for all costs incurred by the Servient Tenement including reasonable counsel fees incurred in the event the Court determines that the Servient Tenement is entitled to said relief.

9. The Dominant Tenement is required to apply for and obtain a permit from the County Engineering Office for a driveway opening consistent with the terms of this agreement. Said application to be made within thirty days of the adoption of this resolution.

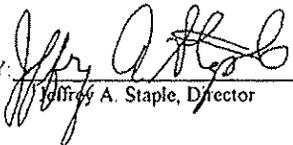
10. The Dominant Tenement is required to comply with the rules, laws and regulations of all other governmental authorities, and nothing herein shall constitute a waiver or the grant of approval by any other governmental authority.

11. Failure of the Dominant Tenement to execute and file this agreement within thirty days of the adoption of the resolution approving the grant of the easement shall void the grant of this easement.

12. This instrument expresses the entire agreement between the parties and shall not be amended or changed except in writing signed by all parties possessing a present interest in said properties described in Schedules A and B set forth above. In the case of an interest owned the County of Sussex, any modification must be by a formal resolution of the Board of Chosen Freeholders of Sussex County.

IN WITNESS WHEREOF, the Board of Chosen Freeholders of the County of Sussex has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal to be hereunto affixed, this 24th day of February, 1998.


Elaine Morgan, Clerk
meeting 2/10/99

BY: 
Jeffrey A. Staple, Director

~~D-2353-028~~

D-2395-069

STATE OF NEW JERSEY, COUNTY OF *Sussex*

S.S.:

I CERTIFY that on *February 25*, 1999

Elaine Morgan

personally came before me and this person acknowledged under oath, to my satisfaction that:

(a) this person is the Clerk of the Board of Chosen Freeholders of the County of Sussex, the political subdivision named in this deed;

(b) this person is attesting witness to the signing of this Deed by *Jeff Staple* the Freeholder Director of the County of Sussex.

(c) this Deed was signed and made by the corporation as a voluntary act and deed by virtue of authority from its Board of Directors; and

(d) this person knows the proper corporate seal of the corporation which was affixed to this Deed;

(e) this person signed this proof to attest to the truth of these facts; and

(f) the full and actual consideration paid or to be paid for the transfer of title is \$ 0

(Such consideration is defined in N.J.S.A. 46:15-5.)

Elaine A. Morgan

Elaine A Morgan, Clerk of the Board of Chosen Freeholders of Sussex County

Signed and sworn to before me on *February 25* 1999

Tina Wurzbach
TINA WURZBACH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 20, 1999

Alan Marr
ALAN MARR

Alise Marr
ALISE MARR

STATE OF NEW JERSEY

COUNTY OF *Sussex*

On this *25* day of *February* 1999 before me the subscriber an personally appeared *ALAN MARR & ALISE MARR* who, I am satisfied, are the persons named and who executed the within instrument, and thereupon they acknowledged that they signed and delivered the same as their act and deed, for the purposes therein expressed.

R.H.R.

Alise Marr
1675 Rt. 206
Chestnut, N.J. 07930

McGovern & Roseman, P.A.
115 Spring Street
P.O. Box 8
Newton, NJ 07860
Attn: Francis J. McGovern, Esq.

Tina Wurzbach
TINA WURZBACH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 20, 1999

D-2395-070
STATE OF NEW JERSEY:
COUNTY OF SUSSEX:

ss:

I CERTIFY that on August 11, 1999 Elaine Morgan personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the Board of Chosen Freeholders of the County of Sussex, the political subdivision named in this Deed;
- (b) this person is attesting witness to the signing of this Deed by Jeffrey A. Staple the Freeholder Director of the County of Sussex;
- (c) this Deed was signed and made by the corporation as a voluntary act and deed by virtue of authority from its Board of Directors; and
- (d) this person knows the proper corporate seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$0 (Such consideration is defined in N.J.S.A. 46:15-5)

Elaine A. Morgan
Elaine A. Morgan, Clerk of the
Board of Chosen Freeholders of
Sussex County

Signed and Sworn to before me on
August 11, 1999

Tina Wurzbach
TINA WURZBACH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 20, 1999

STATE OF NEW JERSEY:
COUNTY OF SUSSEX:

ss:

On this 11 day of August, 1999 before me the subscriber Notary Public personally appeared ALAN MARR and ALISE MARR who, I am satisfied, are the persons named and who executed the within instrument, and thereupon they acknowledged that they signed and delivered the same as their act and deed, for the purposes therein expressed.

Tina Wurzbach
TINA WURZBACH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 20, 1999

15

190

REC'D & RECORDED
11/30/2004 12:55:22PM
ERMA GORNLEY
SUSSEX COUNTY CLERK
NEWTON, NJ

DEED

Prepared By: 
DENNIS R. MCCONNELL, ESQ.

THIS DEED is made on *November 15*, 2004, between

THE COUNTY OF SUSSEX, a political subdivision of the State of New Jersey, with administrative offices at Sussex County Administrative Center, One Spring Street, Newton, New Jersey 07860,

referred to as the Grantor,

and

THE COUNTY OF SUSSEX, a political subdivision of the State of New Jersey, with administrative offices at Sussex County Administrative Center, One Spring Street, Newton, New Jersey 07860,

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE and no/100 DOLLARS (\$1.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Frankford Township, Block No. 22, Lot No. 4

No property tax identification number if available on the date of this deed (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Frankford, County of Sussex and State of New Jersey. The legal description is:

SEE SCHEDULES ATTACHED HERETO AND MADE A PART HEREOF

- SCHEDULE A - DESCRIPTION OF COMPOSITE LOT 18.51 ACRES
- SCHEDULE B - DESCRIPTION OF NEWLY DIVIDED FRANKFORD LOT 1.27 ACRES
- SCHEDULE C - DESCRIPTION OF WESTERLY SIGHT TRIANGLE EASEMENT 0.08 ACRES
- SCHEDULE D - DESCRIPTION OF ACCESS EASEMENT B TO FIRE SIMULATOR AREA 0.41 ACRES
- SCHEDULE E - DESCRIPTION OF SIGHT TRIANGLE EASEMENT 0.07 ACRES
- SCHEDULE F - DESCRIPTION OF SIGHT TRIANGLE EASEMENT BLOCK 22 LOT 3 0.05 ACRES
- SCHEDULE G - DESCRIPTION OF ACCESS EASEMENT A 0.47 ACRES
- SCHEDULE H - DESCRIPTION OF CONSERVATION EASEMENT 0.52 ACRES

Consideration : \$1.00 Exempt Code: E Date: 11/30/2004

County	State	N.P.N.R.F	Public	Extra	Total
0.00	0.00	0.00	0.00	0.00	0.00
General = 0.00		1% Tax = 0.00			

01/24/2005 2878-280 n 11/30/04

SCHEDULE A-1

The County of Sussex
To
Sussex County Community College

Situated in and being Tax Block 22, Tax Lot 4.02 in the Township of Frankford
and Tax Block 2701, Tax lot 15 in the Township of Hampton,
County of Sussex, State of New Jersey

Tax Lot 4.02, in Block 22, in The Township of Frankford, said lot containing 1.27 acres and Tax Block 2701, Tax Lot 15 in the Township of Hampton, said lot containing 17.24 acres. This description will include said Tax Lots 4.02 and existing Tax Lot 15, as shown on a map entitled, "Minor Subdivision, Survey Plat, Sussex County Public Safety Training Facility, proposed new lot in the Township of Frankford, Located in Sussex County, New Jersey, in a Portion of Tax Block 22, Tax Lot 4, Township Of Frankford, Tax Block 2701, Tax Lot 15 Township of Hampton, dated March 2004, Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.

Beginning at a concrete monument found at the 5th corner of a deed between John Struble to The Board of Chosen Freeholders of the County of Sussex and filed in the Sussex County Clerks Office in deed book N-3, page 158, dated June 14, 1833. Said 5th corner also shown on said map entitled, "Survey Plat Property of The County of Sussex, Frankford and Hampton Townships, Sussex County, New Jersey, Scale 1"=200', dated July 1974, Revised December 1976, prepared by Delaware Valley Associates Inc. Said concrete monument also the 7th corner of a deed between Frank A. Farno and Margaret Farno, h/w to Lynn Herwitz and Gill Cohen and filed in the Sussex County Clerks Office in deed book 1424, page 252, dated January 12, 1987; running thence,

1. Along the 5th course of said Struble deed, in a reverse direction, north forty two degrees, fifty one minutes, twenty seven seconds west (N.42° 51' 27" W.), for a distance of two hundred eighteen and ninety hundredths feet (218.90'), to a point in said fifth course; and running thence,
2. By a new line through the lands of the County of Sussex south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E), for a distance of four hundred thirty nine and eighty five hundredths feet (439.85'), to a point; running thence,
3. By a new line through the lands of the County of Sussex, being the boundary between Tax Block 22 Tax Lot 4 and Tax Lot 4.02, on a curve to the left, in a generally north easterly direction, having a radius of six hundred eighty four and ninety two hundredths feet (684.92'), an arc distance of one hundred twenty six and sixty eight hundredths feet (126.68'), a chord bearing of north fifty seven degrees, thirty minutes, fifty five seconds east (N 57° 30' 55"E) and a chord distance of one hundred twenty six and fifty hundredths feet (126.50') to a point; running thence,
4. By a new line along same said boundary between Tax Lots 4 and 4.02, north eighty four degrees, forty nine minutes, fifty eight seconds east (N 84° 49' 58" E), for a distance of fifty four and twelve hundredths feet (54.12'), to a point; running thence,
5. By a new line along same said boundary between Tax Lots 4 and 4.02, South five degrees, six minutes, four seconds east (S 05° 06' 04" E), for a distance of one hundred thirty one and twenty six hundredths feet (131.26'), to a point; running thence,
6. By a new line along same said boundary between Tax Lots 4 and 4.02, south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E), for a distance of two hundred ninety eight and eleven hundredths feet (298.11'), to a point; running thence,
7. By a new line along same said boundary between Tax Lots 4 and 4.02, north twenty two degrees, thirty six minutes, thirteen seconds east (N 22° 36' 13" E), for a distance of one hundred fifty and one hundredths feet (150.01'), to a point; running thence,
8. By a new line along same said boundary between Tax Lots 4 and 4.02, north sixty seven degrees, twenty three minutes, forty seven seconds east (S 67° 23' 47" E), for a distance of one hundred nine and thirty five hundredths feet (109.35'), to a point; running thence,
9. By a new line along same said boundary between Tax Lots 4 and 4.02, south three degrees, fifty six minutes, fifty eight seconds east (S 03° 56' 58"E), for a distance of one hundred fifty nine and nine hundredths feet (159.09'), to a point; running thence,
10. By a new line along same said boundary between Tax Lots 4 and 4.02, south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E), for a distance of one hundred ninety three and forty five hundredths feet (193.45'), to a point; running thence,

48492 BK = 02878 P# = 00281

SCHEDULE A-2

48492 BK = 02978 Ps = 00282

11. By a new line along same said boundary between Tax Lots 4 and 4.02, north thirty eight degrees, thirty five minutes, thirty six seconds east (N 38° 35' 36" E), for a distance of two hundred ninety eight and seventy one hundredths feet (298.71'), to a point in the westerly sideline of the 66' wide right of way line of County Route 655, said right of way is recorded in a deed between the Township of Frankford and the County of Sussex and filed in the Sussex County Clerks Office in deed book 884, page 729, dated May 19, 1971, said point is also on a tie course from concrete monument number 3, as shown on a map entitled, "Plan of County Farm Road Section No.1, Frankford Twp., Sussex County, New Jersey, dated August 1966, prepared by Ernest E. Ayers (N 80° 05' 58" E), a distance of (20.24'); running thence,
12. Along the westerly sideline of said right of way, on a curve to the left, in a generally southeasterly direction, having a radius of one thousand one hundred seventy nine and forty nine hundredths feet (1179.49'), an arc distance of sixty two and nine hundredths feet (62.09'), a chord bearing of south sixty six degrees, twenty minutes, twenty five seconds east (S 66° 20' 25" E), for a distance of sixty two and eight hundredths feet (62.08'), to a point where the said westerly sideline is intersected by the common boundary of Tax Block 22, Lots 3 and 4.02; running thence,
13. Leaving the westerly sideline of said right of way, running along said common boundary of Tax Lots 3 and 4.02, in part along the 26th course of said Struble deed, south thirty eight degrees, thirty five minutes, thirty six seconds west (S 38° 35' 36" W), for a distance of five hundred seventy nine and eighteen hundredths feet (579.18), to a point, being on a course of (S 29° 30' 58" E), a distance of (0.43') from a concrete monument found; running thence,
14. Along the 27th course of said Struble deed, south eighteen degrees, forty four minutes, forty three seconds west (S 18° 44' 43" W), for a distance of five hundred eighty four and ten hundredths feet (584.10'), to a point, being the beginning corner of said Struble deed; running thence,
15. North fifty degrees, one minute, thirty four seconds west (N 50° 01' 34" W), for a distance of nine hundred twenty four and zero hundredths feet (924.00'), to a point, being the first corner of said Struble deed; running thence,
16. North sixty five degrees, one minute, thirty four seconds west (N 65° 01' 34" W), for a distance of two hundred eleven and twenty hundredths feet (211.20') to a point, being on a course of (N 20° 00' 54" W), a distance of (0.20') from a concrete monument found, being the third corner of said Struble deed; running thence,
17. North thirty three degrees, sixteen minutes, twenty seven seconds west (N 33° 16' 27" W), for a distance of one hundred thirty eight and sixty two hundredths feet (138.62'), to a point, being on a course of (N 04° 15' 35" W), a distance of (0.27') from a concrete monument found, being also the fourth corner of said Struble deed. Said concrete monument also the 7th corner of a deed between Frank A. Farno and Margaret Farno, h/w to Lynn Herwitz and Gill Cohen and filed in the Sussex County Clerks Office in deed book 1424, page 252, dated January 12, 1987; running thence,
18. North thirty seven degrees, twenty eight minutes, thirty three seconds east (N 37° 28' 33" E), for a distance of three hundred fifty one and eighty nine hundredths feet (351.89'), to the point and place of beginning.

Containing 806,449.00 S.F., or 18.51 Acres

Subject to all easements rights of way, exceptions and agreements of record.

Subject to such statement of fact that an accurate titles search may disclose.

The above description is in accordance with a survey under the direction of John C. Risko, a Professional Engineer and Land Surveyor, New Jersey License Number GB 28535, with the Division of Engineering of The Department of Engineering and Planning, of The County of Sussex, as shown on said map entitled, "Minor Subdivision, Survey Plat, Sussex County Public Safety Training Facility, proposed New Lot in the Township of Frankford, Located in Sussex County, New Jersey, on a Portion of Tax Block 22, Tax Lot 4, Township of Frankford, Tax Block 2701, Tax Lot 15 Township of Hampton, dated March 2004, Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.

SCHEDULE B-1

48492 BK = 02878 Pg = 00283

The County of Sussex
To
Sussex County Community College

Situated in and being a part of Tax Block 22, Tax Lot 4 in the Township of Frankford
County of Sussex, State of New Jersey

Tax Lot 4.02 in Block 22, The Township of Frankford, said lot containing 1.27 acres, as shown on a map entitled, "Minor Subdivision, Survey Plat, Sussex County Public Safety Training Facility, proposed New Lot in the Township of Frankford, Located in Sussex County, New Jersey, in a Portion of Tax Block 22, Tax Lot 4, Township Of Frankford, Tax Block 2701, Tax Lot 15 Township of Hampton, dated March 2004, Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.

Beginning at a point in the common boundary line between Lot 4 in Block 22 in the Township of Frankford and Lot 15 in Block 2701 in the Township of Hampton. Said beginning point is the following two courses from a concrete monument found at the 5th corner of a deed between John Struble to The Board of Chosen Freeholders of the County of Sussex and filed in the Sussex County Clerks Office in deed book N-3, page 158, dated June 14, 1833. Said 5th corner also shown on said map entitled, "Survey Plat Property of The County of Sussex, Frankford and Hampton Townships, Sussex County, New Jersey, Scale 1"=200', dated July 1974, Revised December 1976, prepared by Delaware Valley Associates Inc. Said concrete monument also the 7th corner of a deed between Frank A. Farno and Margaret Farno, h/w to Lynn Herwitz and Gill Cohen and filed in the Sussex County Clerks Office in deed book 1424, page 252, dated January 12, 1987. Said concrete monument also the 7th corner of a deed between Frank A. Farno and Margaret Farno, h/w to Lynn Herwitz and Gill Cohen and filed in the Sussex County Clerks Office in deed book 1424, page 252, dated January 12, 1987; running thence,

- a. Along the 5th course of said Struble deed, north forty two degrees, fifty one minutes, twenty seven seconds west, (N.42° 51' 27" W.), for a distance of two hundred eighteen and ninety hundredths feet (218.90'), to a point; running thence,
 - b. Along the aforesaid common boundary line between Lot 4 on Block 22 in Frankford Township and Lot 15 in Block 2701 in Hampton Township, through the lands of The County of Sussex, as shown on the aforesaid Minor Subdivision Plat, south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E), for a distance of four hundred thirty nine and eighty five hundredths feet (439.85'), to the point and place of beginning; running thence,
1. By a new line through the lands of the County of Sussex, being the boundary between Tax Block 22 Tax Lot 4 and Tax Lot 4.02, on a curve to the left, in a generally north easterly direction, having a radius of six hundred eighty four and ninety two hundredths feet (684.92'), an arc distance of one hundred twenty six and sixty eight hundredths feet (126.68'), a chord bearing of north fifty seven degrees, thirty minutes, fifty five seconds east (N 57° 30' 55"E) and a chord distance of one hundred twenty six and fifty hundredths feet (126.50') to a point; running thence,
 2. By a new line along same said boundary between Tax Lots 4 and 4.02, north eighty four degrees, forty nine minutes, fifty eight seconds east (N 84° 49' 58" E), for a distance of fifty four and twelve hundredths feet (54.12'), to a point; running thence,
 3. By a new line along same said boundary between Tax Lots 4 and 4.02, South five degrees, six minutes, four seconds east (S 05° 06' 04" E), for a distance of one hundred thirty one and twenty six hundredths feet (131.26'), to a point; running thence,
 4. By a new line along same said boundary between Tax Lots 4 and 4.02, south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E), for a distance of two hundred ninety eight and eleven hundredths feet (298.11'), to a point; running thence,
 5. By a new line along same said boundary between Tax Lots 4 and 4.02, north twenty two degrees, thirty six minutes, thirteen seconds east (N 22° 36' 13" E), for a distance of one hundred fifty and one hundredths feet (150.01'), to a point; running thence,

SCHEDULE B-2

48492 BK = 02878 P# = 00284

6. By a new line along same said boundary between Tax Lots 4 and 4.02, north sixty seven degrees, twenty three minutes, forty seven seconds east (S 67° 23' 47" E), for a distance of one hundred nine and thirty five hundredths feet (109.35'), to a point; running thence,
7. By a new line along same said boundary between Tax Lots 4 and 4.02, south three degrees, fifty six minutes, fifty eight seconds east (S 03° 56' 58"E), for a distance of one hundred fifty nine and nine hundredths feet (159.09'), to a point; running thence,
8. By a new line along same said boundary between Tax Lots 4 and 4.02, south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E), for a distance of one hundred ninety three and forty five hundredths feet (193.45'), to a point; running thence,
9. By a new line along same said boundary between Tax Lots 4 and 4.02, north thirty eight degrees, thirty five minutes, thirty six seconds east (N 38° 35' 36" E), for a distance of two hundred ninety eight and seventy one hundredths feet (298.71'), to a point in the westerly sideline of the 66' wide right of way line of County Route 655, said right of way is recorded in a deed between the Township of Frankford and the County of Sussex and filed in the Sussex County Clerks Office in deed book 884, page 729, dated May 19, 1971, said point is also on a tie course from concrete monument number 3, as shown on a map entitled, "Plan of County Farm Road Section No.1, Frankford Twp., Sussex County, New Jersey, dated August 1966, prepared by Ernest E. Ayers (N 80° 05' 58" E), a distance of (20.24'); running thence,
10. Along the westerly sideline of said right of way, on a curve to the left, in a generally southeasterly direction, having a radius of one thousand one hundred seventy nine and forty nine hundredths feet (1179.49'), an arc distance of sixty two and nine hundredths feet (62.09'), a chord bearing of south sixty six degrees, twenty minutes, twenty five seconds east (S 66° 20' 25" E), for a distance of sixty two and eight hundredths feet (62.08'), to a point where the said westerly sideline is intersected by the common boundary of Tax Block 22, Lots 3 and 4.02; running thence,
11. Leaving the westerly sideline of said right of way, running along said common boundary of Tax Lots 3 and 4.02, in part along the 26th course of said Struble deed, south thirty eight degrees, thirty five minutes, thirty six seconds west (S 38° 35' 36" W), for a distance of two hundred and ninety nine and ninety eight hundredths feet (299.98'), to a point in the common boundary between Lots 3 and 4.02 in Block 22 in the Township of Frankford.
12. By a new line north sixty nine degrees, fifty minutes, twenty seven seconds west (N 69° 50' 27" W), for a distance of nine hundred fifteen and forty four hundredths feet (915.44'), to the point and place of beginning;

Containing 55,471 S.F., or 1.27 Acres

Subject to all easements rights of way, exceptions and agreements of record.
Subject to such statement of fact that an accurate titles search may disclose.

The above description is in accordance with a survey under the direction of John C. Risko, a Professional Engineer and Land Surveyor, New Jersey License Number GB 28535 with the Division of Engineering of The Department of Engineering and Planning, of The County of Sussex, as shown on said map entitled, "Minor Subdivision, Survey Plat, Sussex County Public Safety Training Facility, proposed New Lot in the Township of Frankford, Located in Sussex County, New Jersey, on a Portion of Tax Block 22, Tax Lot 4, Township of Frankford, Tax Block 2701, Tax Lot 15 Township of Hampton, dated March 2004, Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.

SCHEDULE C

1

SIGHT TRIANGLE EASEMENT
 The County of Sussex
 To
 The County of Sussex

Situated in and being a part of Tax Block 22, Tax Lot 4 in the Township of Frankford,
 County of Sussex, State of New Jersey

Beginning in the westerly sideline of a 66' wide right of way line of County Route 655 and at the (10th) corner of a 1.27 acres deed, about to be filed in the Sussex County Clerks Office, between The County of Sussex to The Sussex County Community College. Also said right of way is recorded in a deed between The Township of Frankford to The County of Sussex and filed in the Sussex County Clerks Office in deed book 884, page 729, dated May 19, 1971, said 10th corner is also on a tie course from concrete monument number 3, found, as shown on a map entitled, "Plan of County Farm Road Section No. I, Frankford Twp., Sussex County, New Jersey, dated August 1966, prepared by Ernest E. Ayers (N 80° 05' 58" E), a distance of (20.24'); running thence,

1. Leaving said westerly sideline of Sussex County Route 655, running along the common boundary of Lots 4 and 4.02 in Block 22 in the Township of Frankford, south thirty eight degrees, thirty five minutes, thirty six seconds west (S 38° 35' 36" W), for a distance of fifty two and sixty seven hundredths feet (52.67'), to a point; running thence,
2. Leaving said common boundary, by a new line through the lands of the County of Sussex, Tax Block 22, Tax Lot 4, north forty degrees, twelve minutes, forty six seconds west (N 40° 12' 46" W), for a distance of one hundred forty three and eighty seven hundredths feet (143.87'), to a point in the westerly sideline of Sussex County Route 655; running thence,
3. Along said westerly sideline of the right of way of Sussex County Route 655, on a curve to the left, in a generally south easterly direction, having a radius of one thousand one hundred seventy nine and forty nine hundredths feet (1179.49'), an arc distance of one hundred forty three and thirty seven hundredths feet (143.37'), a chord bearing of south sixty one degrees, twenty minutes, zero seconds east (S 61°20'00"E), for a distance of one hundred forty three and twenty eight hundredths feet (143.28'), to the point and place of beginning.

Containing 3,508 S.F., or 0.08 Acres

Subject to all easements rights of way, exceptions and agreements of record.
 Subject to such statement of fact that an accurate titles search may disclose.

The above description is in accordance with a survey under the direction of John C. Risko, a Professional Engineer and Land Surveyor, New Jersey License Number GB 25835, with the Division of Engineering of The Department of Engineering and Planning, of The County of Sussex, as shown on said map entitled, "Minor Subdivision, Survey

Plat, Sussex County Public Safety Training Facility, proposed New Lot in the Township of Frankford, Located in Sussex County, New Jersey, on a Portion of Tax Block 22, Tax Lot 4, Township of Frankford, Tax Block 2701, Tax Lot 15 Township of Hampton, dated March 2004, Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.

SCHEDULE D

1

Access Easement
The County of Sussex
To
The County of Sussex

Situated in and being a part of Tax Block 22, Tax Lot 4 in the Township of Frankford
County of Sussex, State of New Jersey

Beginning On the existing 66' wide right of way line of County Route 655 and at the (10th) corner of a 1.27 acres deed, about to be filed in the Sussex County Clerks Office, between The County of Sussex to The Sussex County Community College. Also said right of way is recorded in a deed between The Township of Frankford to The County of Sussex and filed in the Sussex County Clerks Office in deed book 884, page 729, dated May 19, 1971, said 10th corner is also on a tie course from concrete monument number 3, found, as shown on a map entitled, "Plan of County Farm Road Section No.1, Frankford Twp., Sussex County, New Jersey, dated August 1966, prepared by Ernest E. Ayers (N 80° 05' 58" E), a distance of (20.24'); running thence,

1. Along the westerly sideline of said right of way, on a curve to the left, in a generally southeasterly direction, having a radius of one thousand one hundred seventy nine and forty nine hundredths feet (1179.49'), an arc distance of sixty two and nine hundredths feet (62.09'), a chord bearing of south sixty six degrees, twenty minutes, twenty five seconds east (S 66° 20' 25" E), for a distance of sixty two and eight hundredths feet (62.08'), to a point where the said westerly sideline is intersected by the common boundary of Tax Block 22, Lots 3 and 4.02; running thence,
2. Leaving said right of line, running in part along the 26th course of said Struble deed and South thirty eight degrees, thirty five minutes, thirty six seconds west (S 38° 35' 36" W), for a distance of two hundred ninety nine and ninety eight hundredths feet (299.98'), to a point in the common boundary between lot 3 and 4.02 in Block 22 in the Township of Frankford; running thence,
3. By a new line north sixty nine degrees, fifty minutes, twenty seven seconds west (N 69° 50' 27" W), for a distance of sixty three and twenty four hundredths feet (63.24'), to a point; running thence,
4. North thirty eight degrees, thirty five minutes, thirty six seconds east (N 38° 35' 36" E), for a distance of three hundred three and ninety eight hundredths feet, (303.98'), to the point and place of beginning.

Containing 18,097.00 S.F., or 0.41 Acres

Subject to all easements rights of way, exceptions and agreements of record.
Subject to such statement of fact that an accurate titles search may disclose.

The above description is in accordance with a survey under the direction of John C. Risko, a Professional Engineer and Land Surveyor, with the Division of Engineering of The Department of Engineering and Planning, of The County of Sussex, as shown on said map entitled, "Minor Subdivision, Survey Plat, Sussex County Public Safety Training Facility, proposed New Lot in the Township of Frankford, Located in Sussex County, New Jersey, on a Portion of Tax Block 22, Tax Lot 4, Township of Frankford, Tax Block 2701, Tax Lot 15 Township of Hampton, dated March 2004, Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.

SCHEDULE E

1

SIGHT TRIANGLE EASEMENT
Sussex County Community College
To
The County of Sussex

Situated in and being a part of Tax Block 22, Tax Lot 4.02 in the Township of Frankford County of Sussex, State of New Jersey

Beginning on the existing 66' wide right of way line of County Route 655 and at the (11th) corner of a 1.27 acres deed, about to be filed in the Sussex County Clerks Office, between The County of Sussex to The Sussex County Community College. Also, said right of way is recorded in a deed between The Township of Frankford to The County of Sussex and filed in the Sussex County Clerks Office, in deed book 884, page 729, dated May 19, 1971, also shown on a map entitled, "Plan of County Farm Road Section No.1, Frankford Twp., Sussex County, New Jersey, dated August 1966, prepared by Ernest E. Ayers. Beginning point also the beginning point of a deed between Edward W. Harker and Stanley J. Atkins to Lee A. Wagner and Jacqueline A. Wagner and filed in the Sussex County Clerks Office in deed book 1369, page 263, dated July 6, 1986; running thence,

1. Leaving said right of way line, running in part along the 26th course of said Struble deed, also running along the 6th course of said Wagner deed in a reverse direction, South thirty eight degrees, thirty five minutes, thirty six seconds west (S 38° 35' 36" W), for a distance of forty four and thirty six hundredths feet (44.36'), to a point; running thence,
2. Through the lands of Tax Block 22 Tax Lot 4.02, north eighty eight degrees, forty four minutes, forty one seconds west (N 88° 44' 41"W), for a distance of forty seven and thirty six hundredths feet (47.36') to a point on said right of way line; running thence,
3. Still through the lands of Lot 4.02, north forty degrees, twelve minutes, forty six seconds west (N 40° 12' 46"W), for a distance of twenty two and seventy seven hundredths feet (22.77'), to a point in the ninth course of Lot 4.02; running thence,
4. Running along the common boundary of Lots 4 and 4.02 in Block 22 in the Township of Frankford, north thirty eight degrees, thirty five minutes, thirty six seconds east (N 38° 35' 36" E), for a distance of fifty two and sixty seven hundredths feet (52.67'), to a point in the westerly sideline of Sussex County Route 655; running thence,
5. Along the westerly sideline of said right of way, on a curve to the left, in a generally southeasterly direction, having a radius of one thousand one hundred seventy nine and forty nine hundredths feet (1179.49'), an arc distance of sixty two and nine hundredths feet (62.09'), a chord bearing of south sixty six degrees, twenty minutes, twenty five seconds east (S 66° 20' 25" E), for a distance of sixty two and eight hundredths feet (62.08'), to the point and place of beginning.

Containing 229.26 S.F., or 0.07 Acres

Subject to all easements rights of way, exceptions and agreements of record.
Subject to such statement of fact that an accurate titles search may disclose.

The above description is in accordance with a survey under the direction of John C. Risko, a Professional Engineer and Land Surveyor, New Jersey License Number GB28535, with the Division of Engineering of The Department of Engineering and Planning, of The County of Sussex, as shown on a map entitled, "Sight Triangle Easement, Lee and Jacqueline Wagner, Block 22, Lot 3, Frankford Township, Sussex County, New Jersey, Dated October 26, 2004. Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.

SCHEDULE F-1

1

SIGHT TRIANGLE EASEMENT
 Lee A Wagner and Jacqueline A. Wagner, h/w
 To
 The County of Sussex

Situated in and being a part of Tax Block 22, Tax Lot 3 in the Township of Frankford
 County of Sussex, State of New Jersey

Beginning on the existing 66' wide right of way line of County Route 655 and at the (11th) corner of a 1.27 acres deed, about to be filed in the Sussex County Clerks Office, between The County of Sussex to The Sussex County Community College. Also, said right of way is recorded in a deed between The Township of Frankford to The County of Sussex and filed in the Sussex County Clerks Office, in deed book 884, page 729, dated May 19, 1971, also shown on a map entitled, "Plan of County Farm Road Section No.1, Frankford Twp., Sussex County, New Jersey, dated August 1966, prepared by Ernest E. Ayers. Beginning point also the beginning point of a deed between Edward W. Harker and Stanley J. Atkins to Lee A. Wagner and Jacqueline A. Wagner and filed in the Sussex County Clerks Office in deed book 1369, page 263, dated July 6, 1986; running thence,

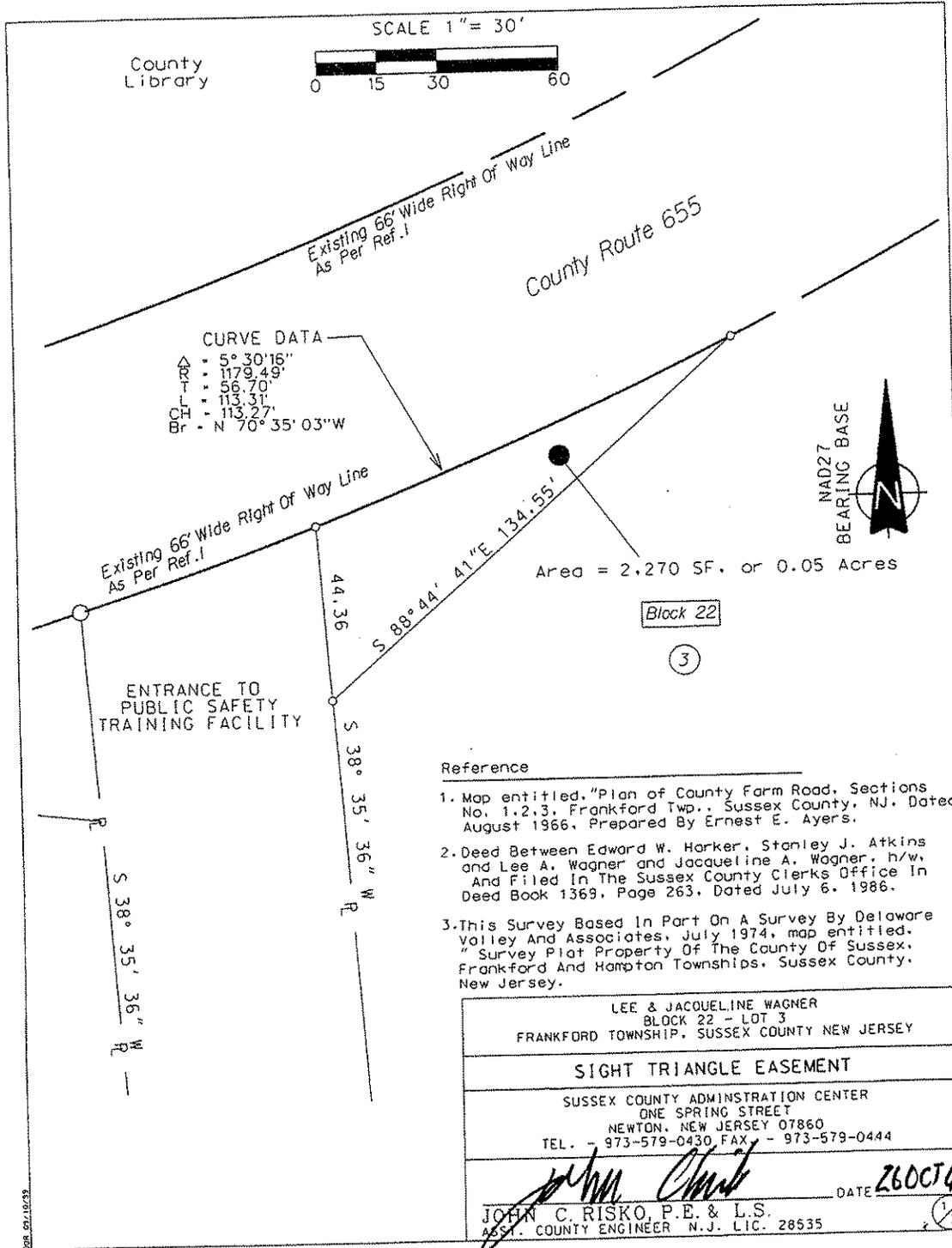
1. Leaving said right of way line, running in part along the 26th course of said Struble deed, also running along the 6th course of said Wagner deed in a reverse direction, South thirty eight degrees, thirty five minutes, thirty six seconds west (S 38° 35' 36" W), for a distance of forty four and thirty six hundredths feet (44.36'), to a point; running thence,
2. Through the lands of said Wagner deed Tax Block 22 Tax Block 3, south eighty eight degrees, forty four minutes, forty one seconds east (S 88° 44' 41"E), for a distance of one hundred thirty four and fifty five hundredths feet (134.55') to a point on said right of way line; running thence,
3. Along said existing right of way, on a curve to the right, in a generally north westerly direction, having a radius of one thousand one hundred seventy nine and forty nine hundredths feet (1179.49'), an arc distance of one hundred thirteen and thirty one hundredths feet (113.31'), a chord bearing of north seventy degrees, thirty five minutes, three seconds west (N 70° 35' 03" W), for a distance of one hundred thirteen and twenty seven hundredths feet (113.27'), to the point and place of beginning

Containing 2,270 S.F., or 0.05 Acres

Subject to all easements rights of way, exceptions and agreements of record.
 Subject to such statement of fact that an accurate titles search may disclose.

The above description is in accordance with a survey under the direction of John C. Risko, a Professional Engineer and Land Surveyor, New Jersey License Number GB28535, with the Division of Engineering of The Department of Engineering and Planning, of The County of Sussex, as shown on a map entitled, "Sight Triangle Easement, Lee and Jacqueline Wagner, Block 22, Lot 3, Frankford Township, Sussex County, New Jersey, Dated October 26, 2004. Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.

SCHEDULE F-2



SCHEDULE G - 1

1

Access Easement
The County of Sussex
To
Sussex County Community College

Situated in and being a part of Tax Block 22, Tax Lot 4 in the Township of Frankford
County of Sussex, State of New Jersey

Beginning at a point in the common boundary line between Lot 4 in Block 22 in the Township of Frankford, and Lot 15 in Block 2701 in the Township of Hampton, said beginning point is the following two courses from a concrete monument found at the 5th corner of a deed between John Struble to The Board of Chosen Freeholders of the County of Sussex and filed in the Sussex County Clerks Office in deed book N-3, page 158, dated June 14, 1833. Said 5th corner also shown on said map entitled, "Survey Plat Property of The County of Sussex, Frankford and Hampton Townships, Sussex County, New Jersey, Scale 1"=200', dated July 1974, Revised December 1976, prepared by Delaware Valley Associates Inc. Said concrete monument also the 7th corner of a deed between Frank A. Farno and Margaret Farno, h/w to Lynn Herwitz and Gill Cohen and filed in the Sussex County Clerks Office in deed book 1424, page 252, dated January 12, 1987; running thence,

- a. Along the 5th course of said Struble deed, north forty two degrees, fifty one minutes, twenty seven seconds west, (N.42° 51' 27" W.), for a distance of two hundred eighteen and ninety hundredths feet (218.90'), to a point in the aforesaid common boundary; running thence,
- b. Along said common boundary, through the lands of The County of Sussex south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E), for a distance of three hundred seventy eight and thirty six hundredths feet (378.36'), to the point and place of beginning; running thence,
1. Leaving said common boundary, along the next 9 courses on a new line through the lands of The County of Sussex Property, Tax Block 22 Tax lot 4, north sixty three degrees, seven minutes, fifty one seconds east (N 63° 07' 51" E), for a distance of thirty eight and twelve hundredths feet (38.12'), to a point of curvature; running thence,
2. By a new line through Lot 4 in Block 22, on a curve to the left, in a generally north easterly direction, having a radius of six hundred thirty nine and ninety two hundredths feet (639.92') an arc length of two hundred eighty and seventy hundredths feet (280.70'), a chord bearing of north fifty degrees, thirty three minutes, fifty three seconds east (N 50° 33' 53"E), for a distance of two hundred seventy eight and forty five hundredths feet (278.45'), to a point; running thence,
3. By a new line in Lot 4, on a line radial to said curve south fifty two degrees, zero minutes, seven seconds east (S 52° 00' 07"E), for a distance of twenty and zero hundredths feet (20.00'), to a point; running thence,
4. By a new line in Lot 4, north thirty seven degrees, fifty nine minutes, fifty three seconds east (N 37° 59' 53" E), for a distance of two hundred and eighty one hundredths feet (200.81'), to a point; running thence,
5. North forty five degrees, thirteen minutes, forty seven seconds east (N 45° 13' 47"E), for a distance of sixty six and thirty four hundredths feet (66.34') feet, to a point in the westerly sideline of a 66' wide right of way line of County Route 655, also said right of way is recorded in a deed between The Township of Frankford and The County of Sussex and filed in the Sussex County Clerks Office in deed book 884, page 729, dated May 19, 1971. Said right of way is also shown on a map entitled, "Plan of County Farm Road Section No.1, Frankford Twp., Sussex County, New Jersey, dated August 1966, prepared by Ernest E. Ayers; running thence,
6. Along said westerly sideline of right of way of Sussex County Route 655, on a curve to the left, in a generally southeasterly direction, having a radius of one thousand one hundred seventy eight and ninety seven hundredths feet (1,178.97'), an arc distance of twenty five and one hundredth feet (25.01'), a chord bearing of south forty six degrees, twenty nine minutes, nine seconds east (S 46° 29' 09" E), to a point in said sideline; running thence,

SCHEDULE G-2

48492 Bk: 02878 Ps: 00291

7. Leaving said westerly sideline of the right of way of Sussex County Route 655, by a new line through Lot 4, being parallel to the fifth course of this deed, in a reverse direction, south forty five degrees, thirteen minutes, forty seven seconds west (S 45° 13' 47" W), for a distance of sixty five and fifty one hundredths feet (65.51'), to a point; running thence,
8. By a new line through Lot 4, being parallel to the fourth course of this deed in a reverse direction, south thirty seven degrees, fifty nine minutes, fifty three seconds west (S 37° 59' 53" W), for a distance of one hundred ninety nine and twenty three hundredths feet (199.23') feet, to a point of curvature; running thence,
9. By a new line through Lot 4 and the along the common boundary of Lots 4 and 4.02, on a curve to the right, concentric to the second course in this deed, in a generally southwesterly direction, having a radius of six hundred eighty four and ninety two hundredths feet (684.92'), an arc distance of two hundred ninety six and sixty five hundredths feet (296.65'), a chord bearing of south fifty degrees, twenty four minutes, twenty one seconds west (S 50° 24' 21" W), for a distance of two hundred ninety four and thirty four hundredths feet (294.34'), to a point in the common boundary between Lot 4 in Block 22 in Frankford Township, and Lot 15 in Block 2701 in Hampton Township, also being the beginning corner of the proposed new Lot 4.02 Block 22 in The Township of Frankford, as shown on said Minor Subdivision Survey Plat referenced at the end of this description; running thence,
10. Along said common boundary line north sixty nine degrees, fifty minutes, twenty seven seconds west (N 69° 50' 27" W), for a distance of sixty one and forty nine hundredths feet (61.49'), to the point and place of beginning.

Containing 20,496.00 S.F., or 0.47 Acres

Subject to all easements rights of way, exceptions and agreements of record.

Subject to such statement of fact that an accurate titles search may disclose.

The above description is in accordance with a survey under the direction of John C. Risko, a Professional Engineer and Land Surveyor, New Jersey License Number GB 28535, with the Division of Engineering of The Department of Engineering and Planning, of The County of Sussex, as shown on said map entitled, "Minor Subdivision, Survey Plat, Sussex County Public Safety Training Facility, proposed New Lot in the Township of Frankford, Located in Sussex County, New Jersey, on a Portion of Tax Block 22, Tax Lot 4, Township of Frankford, Tax Block 2701, Tax Lot 15 Township of Hampton, dated March 2004, Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.

SCHEDULE H

1

Conservation Easement

Situated in and being a part of Tax Block 22, Tax Lot 4.02 in the Township of Frankford County of Sussex, State of New Jersey

Beginning at the northeast corner of Lot 4.02 in Block 22 in Frankford Township deed; running thence,

1. Along the outbounds of Lot 4.02, south sixty seven degrees, twenty three minutes, forty seven seconds east (S 67° 23' 47" E), for a distance of one hundred nine and thirty five hundredths feet (109.35'), to a point; running thence,
2. Along the outbounds of Lot 4.02, south three degrees, fifty six minutes, fifty eight seconds east (S 03° 56' 58" E), for a distance of one hundred fifty nine and nine hundredths feet (159.09'), to a point; running thence,
3. Along the outbounds of Lot 4.02, south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E) for a distance of one hundred two and zero hundredths feet (102.00'), to a point; running thence,
4. By a new line through Lot 4.02 south twenty degrees, nine minutes, thirty three seconds west (S 20° 09' 33" W) for a distance of five and zero hundredths feet (5.00'), to a point in the outbounds of Lot 4.02; running thence,
5. Along the outbounds of Lot 4.02, north sixty nine degrees, fifty minutes, twenty seven seconds west (N 69° 50' 27" W), for a distance of two hundred ninety five and seventy four hundredths feet (295.74'), to a point; running thence,
6. By a new line through Lot 4.02, north twenty degrees, nine minutes, thirty three seconds east (N 20° 09' 33" E), for a distance of five and zero hundredths feet (5.00'), to a point in the outbounds of lot 4.02; running thence,
7. Along the outbounds of Lot 4.02, south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E) for a distance of thirteen and eleven hundredths feet (13.11'), to a point; running thence,
8. Along the outbounds of Lot 4.02, north twenty two degrees, thirty six minutes, thirteen seconds east (N 22° 36' 13" E), for a distance of one hundred fifty and one hundredths feet (150.01'), to the point and place of beginning.

Containing 22,795 S.F., or 0.52 Acres

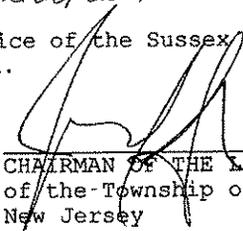
Subject to all easements rights of way, exceptions and agreements of record.
Subject to such statement of fact that an accurate titles search may disclose.

The above description is in accordance with a survey under the direction of John C. Risko, a Professional Engineer and Land Surveyor, New Jersey License Number GB 28535, with the Division of Engineering of The Department of Engineering and Planning, of The County of Sussex, as shown on said map entitled, "Minor Subdivision, Survey Plat, Sussex County Public Safety Training Facility, proposed New Lot in the Township of Frankford, Located in Sussex County, New Jersey, on a Portion of Tax Block 22, Tax Lot 4, Township of Frankford, Tax Block 2701, Tax Lot 15 Township of Hampton, dated February 19, 2004, Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.

The abovementioned tract of land has been created as a result of a minor subdivision granted by the Land Use Board of the Township of Frankford, New Jersey. Said subdivision was granted on May 26, 2004, and memorialized on June 23, 2004

This deed may be filed in the Office of the Sussex County Clerk in order to perfect said subdivision.

RTR
McConnell, Lenard + Griggs, Esqs.
PO Box 111
Stanhope NJ 07874

By: 
CHAIRMAN OF THE LAND USE BOARD
of the Township of Frankford
New Jersey

By: Sharon M. Varozz
SECRETARY OF THE LAND USE BOARD
of the Township of Frankford
New Jersey

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Witnessed or Attested by:

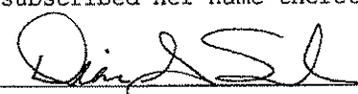
THE COUNTY OF SUSSEX
A political subdivision of the
State of New Jersey

Elaine A. Morgan
Elaine Morgan, Clerk of
the Board

BY: Joann D'Angeli
Joann D'Angeli
Freeholder Director

STATE OF NEW JERSEY:
ss.:
COUNTY OF SUSSEX :

BE IT REMEMBERED that on this 15th day of November, 2004, before me, the subscriber, A Notary Public of the State of New Jersey, personally appeared Elaine A. Morgan, who, being by me duly sworn, did depose and say that she is the Clerk of the Board of Chosen Freeholders of the County of Sussex, State of New Jersey, named in the attached Instrument, that she well knows the corporate seal and that said seal was thereto affixed and said Instrument was signed and delivered by said Elaine A. Morgan as Clerk of the Board of Chosen Freeholders, as and for the Board of Chosen Freeholders of the County of Sussex as its voluntary act and deed, in the presence of deponent, who thereupon subscribed her name thereto as Clerk.



DIANE S. EAKMAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/10/2007

NC1645 - Affidavit of Consideration or Exemption RTF-1 (Rev. 8/2004) P8/04

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION

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To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 as amended by c. 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY } SS. COUNTY OF SUSSEX

FOR RECORDER'S USE ONLY Consideration \$ 1.00 RTF paid by seller \$ 0.00 Date 11-30-04 By atd

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #8, 4 and 5 on reverse side)

Deponent, X Dennis R. McConnell, being duly sworn according to law upon his/her oath deposes and says

that he/she is the legal representative in a deed dated 11/15/04 transferring real property identified as Block No. 22 Lot No. 4 located at County Route 655, township of Frankford and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1.00

(3) FULL EXEMPTION FROM FEE

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, as amended through c. 66, P.L. 2004 for the following reason(s). Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient. b. Conveyance by or to the U.S. of America, this State or any instrumentality, agency or subdivision. a. Consideration is less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the State portion of the Basic fee imposed by c. 176, P.L. 1975; c. 113, P.L. 2003; and c. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (See Instruction #8)

- Grantor(s) 62 years of age or over.* Owned and occupied by grantor(s) at time of sale. One- or two-family residential premises. Owners as joint tenants must all qualify. Resident of the State of New Jersey.

B. BLIND (See Instruction #8)

- Grantor(s) legally blind.* One- or two-family residential premises. Owned and occupied by grantor(s) at time of sale. Owners as joint tenants must all qualify. Resident of the State of New Jersey.

DISABLED (See Instruction #8)

- Grantor(s) permanently and totally disabled.* Receiving disability payments.* Not gainfully employed.* One- or two-family residential premises. Owned and occupied by grantor(s) at time of sale. Owners as joint tenants must all qualify. Resident of the State of New Jersey.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY

C. LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- Affordable According to HUD Standards. Reserved for Occupancy. Meets Income Requirements of Region. Subject to Resale Controls.

(5) NEW CONSTRUCTION (See Instruction #9) - Affidavit must be executed by Grantor

- Entirely new improvement. Not previously occupied. Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968, as amended through c. 66, P.L. 2004.

Subscribed and sworn to before me this 15th day of November 2004 [Signature] Notary Public

[Signature] Signature of Deponent 4 Waterloo Road Stanhope, NJ 07874 Address of Deponent

Dennis R. McConnell Name of Grantor 4 Waterloo Road Stanhope, NJ 07874 Address of Grantor at Time of Sale

MARJORIE J. MCCLELLAND A Notary Public of New Jersey My Commission Expires April 21, 2009

FOR OFFICIAL USE ONLY Instrument Number 48492 County Sussex Deed Number Deed Dated 11-30-04 Date Recorded 11-30-04

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.



REC'D & RECORDED
08/31/2004 08:41:11AM
ERMA GORMLEY
SUSSEX COUNTY CLERK
NEWTON, NJ

Easement

The undersigned, Sussex County whose address is One Spring Street (Sussex County Administrative Center) Newton, NJ 07860 (the "Grantor"), is the owner of certain lands located in the Town of Frankford, County of Sussex State of NJ, known and designated as Block, 21 Lot 4, and recorded in The Office of The Clerk of Sussex County, on March 31 1832/April 4, 1832, in Deed Book 3, page 158-161, referred to as the property.

Grantor, hereby grants and conveys to Grantee Jersey Central Power & Light Company, a FirstEnergy Company and Verizon of New Jersey Inc., both New Jersey Corporations, (the "Grantee") for valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, has requested a permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, replace, improve, maintain, redesign, alter, relocate, extend and remove overhead, underground and ground level facilities described below (the "Facilities") as may be deemed necessary or convenient by Grantee for electric, CATV and communication purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across along and beyond the property, the course of said facilities to run as follows:

Generally in a Easterly direction from existing Pole Jc1646FK located along the Easterly side line of Access Road thence entering lands of grantor traveling underground in a Easterly direction a total distance of 35' to Jersey Central Power & Light Company padmount transformer.

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, guy stubs, anchors, street lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals, terminal boxes, manholes, hand-holes and other related equipment and apparatus from time to time deemed necessary or convenient by Grantee to accomplish the above purpose.

Grantor further grants and conveys to Grantee the right, from time to time, to trim, cut and/or remove such trees, tree branches, shrubs, roots, vegetation, structures and/or other objects or obstructions which in the sole judgment of the Grantee interfere with the installation of, or in the safe, proper or convenient use, maintenance, operation of, or access to, the Facilities including, without limitation, the removal of such trees, and/or tree branches which overhang or endanger any of the Facilities. Further, Grantee shall have the right to make such excavations to accomplish the above purposes and to enter upon the land without notice for all the purposes hereof.

Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within eight feet of either side of the center line of the underground Facilities, if any, as installed, raise or lower the ground elevation of the land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except farm crops or other compatible species identified by Grantee; or obstruct access to, remove structural support from, divert or impound water to or on, or otherwise interfere with, the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their heirs, executors, administrators, successors and assigns, Licensees and Lessees, as the case may be.

Witness/Attest

Elaine A. Morgan

JoAnn D'Angeli

Sussex County

Elaine A. Morgan, Clerk

JoAnn D'Angeli, Freeholder Director

Consideration : \$0.00 Exempt Code: 5 Date: 08/31/2004

County	State	N.P.N.R.F	Public	Extra	Total
0.00	0.00	0.00	0.00	0.00	0.00
General = 0.00		1% Tax = 0.00			

064 2851-166 n 8/31/04

STATE OF NEW JERSEY, COUNTY OF _____

I certify that on _____, X personally appeared before me and acknowledged to my satisfaction that he:

- (a) He is the PRESIDENT OF Sussex County, the corporation named in the attached instrument;
- (b) He executed the instrument;
- (c) He was authorized to execute the instrument on behalf of the corporation; and
- (d) He executed the instrument as the act of the corporation.

Notary Public of New Jersey

My commission expires _____

County: Sussex

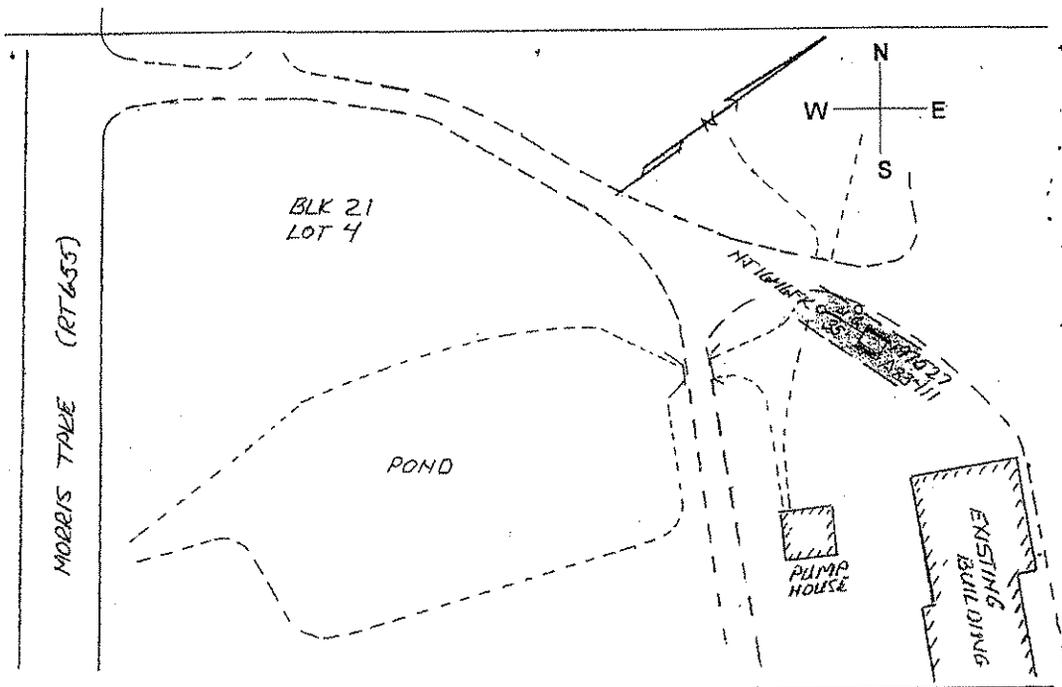
Dated: _____, W/R# 311364894

RECORD AND RETURN TO:
JERSEY CENTRAL POWER AND LIGHT COMPANY
RIGHT OF WAY DEPARTMENT
P.O. Box 1911
MORRISTOWN, N.J. 07962-1911



RIGHT OF WAY REQUEST, SKETCH & RELEASE

R/W FILE #		Telco Co <i>SPRINT</i>	
Property Owner <i>SUSSEX COUNTY</i>			
Job Location <i>129 MORRIS TRPE</i>			
Contact Person <i>CHARL SYLVESTER</i>		Phone <i>973-579-0491</i>	
Mailing Address <i>ONE SPRING ST NEWTON NJ 07860</i>			
Town/Twp/Bere <i>FRANKFORD</i>		County <i>SUSSEX</i>	Date Requested
R # <i>311364894</i>	Block # <i>21</i>	Lot # <i>4</i>	Grid #
W.O. # <i>5423035</i>	SO #	TO #	
W.O. Description <i>EXTEND UNDERGROUND PRIMARY CABLES FROM POLE JC1646 TO NEW PADMOUNT TRANSFORMER</i>			



RIGHT OF WAY RELEASED BY		DATE OF RELEASE	
SKETCH PREPARED BY <i>RON LEEK REG. ENGR. M'TOWN</i>		DATE <i>5/21/04</i>	
RECORD DOCUMENT	<input type="checkbox"/> YES <input type="checkbox"/> NO	REASON	

R & E Nancy (Engineer) *GRU ENERGY*

NC1645 - Affidavit of Consideration or Exemption RTF-1 (Rev. 2/1/00) P 11/01

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION OR EXEMPTION (c. 49, P.L. 1968)

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or PARTIAL EXEMPTION (c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 as amended by c. 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF Sussex

} SS.

FOR RECORDER'S USE ONLY

Consideration \$ 8 Realty Transfer Fee \$ 8 Date 8-3-04 By L. Drake

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Dennis R. McConnell, being duly sworn according to law upon his/her oath deposes and says that

he/she is the Legal Representative in a deed dated July 14, 2004

transferring real property identified as Block No. 21 Lot No. 4 located at 129 Morris Turnpike, Frankford Township

Sussex County and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$

(3) FULL EXEMPTION FROM FEE

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

This transfer is made from the County of Sussex, a Political Subdivision of the State of New Jersey.

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

- A. SENIOR CITIZEN (See Instruction #8)
B. BLIND (See Instruction #8)
C. LOW AND MODERATE INCOME HOUSING (See Instruction #8)
D. NEW CONSTRUCTION (See Instruction #9)

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me this 25th day of August, 2004 Dennis R. McConnell, Esq. 4 Waterloo Road Box 111 Stanhope NJ 07874 County of Sussex one Spring Street Newton, NJ 07860

NANCY LEE HOLLERAN NOTARY PUBLIC OF NEW JERSEY My Commission Exp. June 15, 2007

FOR OFFICIAL USE ONLY Instrument Number Deed Number Deed Dated County Book Page Date Recorded

3. Please record first

RJR
DAVID J. GHERLONE
PROFESSIONAL QUADRNG
SPARTA NJ 07871

Prepared by: 
DENNIS R. McCONNELL, ESQ.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE made this 14 day of August, 2007 between

THE COUNTY OF SUSSEX, a political subdivision of the State of New Jersey (hereinafter called the "Landlord") having is principal address at One Spring Street, Newton, New Jersey 07860,

AND

KNOLL SHARED HOUSING, INC., a charitable corporation of the State of New Jersey (hereinafter called the "Tenant") whose address is 39 Trepasso Drive, Sparta, New Jersey 07871.

WITNESSETH:

1. Does hereby lease to the Tenant and Tenant hereby takes from the Landlord that portion of real property as described in Schedule A, attached hereto, known as the "Demised Premises". The Demised Premises is located within that certain parcel of land located on Lot 2 in Block 23 as set forth the official tax maps of the Township of Frankford, County of Sussex, State of New Jersey. The Demised Premises have been leased to Tenant upon and subject to the covenants and agreements set forth in a certain agreement between the Landlord and Tenant dated the 1st day of the July, 2006 (hereinafter the "Lease").
2. The Lease is in effect. The term of the Lease shall continue to and include the date which is July 1, 2006 through June 30, 2031 and may be extended by the Tenant for an additional twenty-five (25) year term.
3. The Lease contains the entire agreement between the parties. All persons are hereby put on notice of the existence of the Lease and are referred to the Lease for its terms and conditions.
4. All of the terms and conditions of the Lease are incorporated herein by reference.
5. This Memorandum of Lease is prepared, signed, and acknowledged solely for the recording purposes under the laws of the State of New Jersey and is in no way intended to change, alter, modify, amend, or in any other way affect the rights, duties, and obligations of the Landlord and Tenant pursuant to the Lease, it being specifically understood and agreed between the parties that each has rights, duties, and obligations imposed upon it in the Lease which are not expressly contained herein but are included herein by reference.

DM 3174 36A 9/10/07

WITNESS:

THE COUNTY OF SUSSEX

Elaine A. Morgan
ELAINE A. MORGAN
Clerk of the Board

By: Susan M. Zellman
SUSAN M. ZELLMAN, Freeholder Director
Board of Chosen Freeholders, Landlord

KNOLL SHARED HOUSING, INC.

Florence L. Meyer
FLORENCE L. MEYER, Secretary

By: Charles T. McNeil
CHARLES McNEIL, President

STATE OF NEW JERSEY, COUNTY OF SUSSEX SS.:

I CERTIFY that on August 24, 2007

FLORENCE L. MEYER

personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of Knoll Shared Housing, Inc., the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Charles McNeil, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on August 24, 2007.

Linda Pinto
Linda Pinto
Notary Public of New Jersey
Commission Expires 5 / 4 / 10
Notary Public

Florence L. Meyer
Florence L. Meyer, Secretary

STATE OF NEW JERSEY:
ss.:
COUNTY OF SUSSEX:

BE IT REMEMBERED that on this 22nd day of August, 2007, before me, the subscriber, A Notary Public of the State of New Jersey, personally appeared Elaine A. Morgan, who, being by me duly sworn, did depose and say that she is the Clerk of the Board of Chosen Freeholders of the County of Sussex, State of New Jersey, named in the attached Instrument, that she well knows the corporate seal and that said seal was thereto affixed and said Instrument was signed and delivered by said Elaine A. Morgan as Clerk of the Board of Chosen Freeholders, as and for the Board of Chosen Freeholders of the County of Sussex as its voluntary act and deed, in the presence of deponent, who thereupon subscribed her name thereto as Clerk.

Elaine A Morgan

August 22, 2007
[Signature]



REC'D & RECORDED
Sep 19, 2007 08:06:49A
ERMA GORMLEY
SUSSEX COUNTY CLERK
NEWTON, NJ

EXCEPTIONS
Deed Book N3 page 158

DBK-M3 page 250
DBK- M3 page 296
DBK H4 page 608
DBK 807 page 299
DBK 2899 page 261

257 The Board of Chosen Freeholders of the County of Sussex
 To
 Robert Stoll
 This Indenture made the 24th day of May in the year of our Lord one thousand eight hundred and thirty three between the Board of Chosen Freeholders of the County of Sussex in the State of New Jersey of the one part and the Board of Chosen Freeholders of the County of Sussex in the State of New Jersey of the other part Witnesseth that the said Board of Chosen Freeholders of the County of Sussex for and in consideration of the sum of eleven hundred dollars and fifty five dollars and cents of good and lawful money of the United States have sold well and truly paid out by the said Robert Stoll the sealing and delivery of these presents the receipt whereof is hereby acknowledged and the said Board of Chosen Freeholders of the County of Sussex therewith fully satisfied and paid have given granted bargained and sold alien and effect confirm and by these presents doth give grant bargain and effect convey and confirm to the said Robert Stoll and his heirs forever all that tract or parcel of land and premises hereinafter particularly described situate lying and being in the townships of Frankford in the County of Sussex in the State of New Jersey bounded as follows Beginning and heap of stones which said stake and stones in the eight of a tract of land conveyed by John S. Thistle and Mary Thistle to the Board of Chosen Freeholders of the County of Sussex and runs from said stake and stones (1) South sixty three and thirteen chains and twenty links to a stake and stone and twenty eight degrees that six chains to a stake and stone under which
 2-South forty seven degrees east eleven chains and ninety five links to a stake and stone 4-Both fifty three degrees east five chains and fifty five links to a stake and stone 5-south thirty six degrees and thirty minutes east nine chains 6-North sixty degrees east ten and eighty five links 7-South forty nine degrees east six and fifty links to the Mathews garden line thence by said line twenty three degrees and fifteen minutes east five chains and forty five degrees and thirty minutes that thirty one chains and twenty links to a stone heap 10-North thirty one degrees east and twenty links 11-North seventy degrees west ten chains heap 12-South forty one degrees west ten chains and thirty links to the place of beginning containing thirty eight acres and five hundredths of an acre according to the measure and as a part of the

M3-250 8/10/1832

land premises which was conveyed to the said The Board of Chosen
Freeholders of the County of Sussex by John De Stubble and Mary his wife
Mary Stubble by deed dated March the thirtieth in the year of our
said one thousand eight hundred and thirty two as by reference to the
said will more fully appear Together with all and singular the prof-
its privileges and advantages with the appurtenances to the same
appertaining or in anywise appertaining also all the estate right title
interest property claim and demand whatsoever of the said The
Board of Chosen Freeholders of the County of Sussex of or to the said
Robert Stoll and to every part and parcel thereof To have and to hold
unto the said singular the above described tract or lot of land and premises
unto the appurtenances unto the said Robert Stoll his heirs
and assigns to the only proper use benefit and behoof of the said
Robert Stoll his heirs and assigns forever And the said The Board
of Chosen Freeholders of the County of Sussex doth for themselves and
their successors covenant and grant to and with the said Robert
Stoll his heirs and assigns that they the said The Board of Chosen
Freeholders of the County of Sussex are the true lawful and right
owners of all and singular the above described land and premises
of every part and parcel thereof and are now lawfully seized
and possessed of the same as a good perfect and absolute estate
inheritance in fee simple and that the same land and prem-
ises or any part thereof at the time of the sealing and delivery
of these presents are not incumbered by any mortgage Indenture
or other recognizance or limitation or by any incumbrance
whatsoever by which the title of the said Robert Stoll here by made
intended to be made for the above described land and premises
or may be charged charged uttered or defeated in any way
whatsoever and also that the said The Board of Chosen Freeholders
of the County of Sussex now have good right full power and lawful
authority to grant bargain sell and convey the said land and
premises in an manner aforesaid also that they will warrant secure
and forever defend the said land and premises unto the said Robert
Stoll his heirs and assigns forever against the lawful claim and
demands of all and every person and persons freely and clearly freed
and discharged of and from all manner of incumbrances whatso-
ever In witness whereof the Director and Clerk of the said The
Board of Chosen Freeholders of the County of Sussex have hereunto
by order and in presence of the said Board subscribed their
names and affixed the seal of the said Board the day and year

power defend the said land and premises unto the said Joseph & Catharine
 and assigns forever against the lawful claims and demands of all and
 persons freely and clearly paid and discharged of and from all manner
 whatsoever John Withers whose the said Joseph & Catharine and
 his wife have heretofore set their hands and seal the day and
 written Signed Sealed and delivered in the presence of Joseph E. Edsall
 Sarah A. Edsall

State of New Jersey } Be it remembered that on the fourth day
 of June 1832 }
 Lenoir County, Va. } Eighteen hundred and thirty one personally appeared
 David Lord one of the Commissioners for taking the acknowledgment
 in and for said County Joseph E. Edsall and Catharine his wife the first
 the foregoing said of Comyners who severally acknowledged that they
 and delivered the same as their voluntary act and deed for the use
 therein mentioned the contents thereof having first been made
 by me and the said Catharine wife of the said Joseph having been previously
 by me apart from her husband did further acknowledge that she signed and
 the same freely without any fear threats or compulsion from her husband
 of acknowledged before me the day and year first above written David Lord
 Clerk & Recorder May 20th 1832 Edsall Clerk

The Board of Chosen }
 Freeholders of the County }
 of Sussex Va }
 William Snook }
 Between The Board of Chosen Freeholders of
 the County of Sussex in the State of New Jersey of the one part and William Snook
 Township of Frankford in the County of Sussex and State of New Jersey of the
 other part Witnesseth that the said the Board of Chosen Freeholders of the County
 thereof fully satisfied contented and paid have given granted bargained
 sold conveyed and confirmed by their oaths doth give grant bargain
 sell convey confirm and by their oaths doth give grant to the said
 Snook and his heirs and assigns forever all that tract or parcels of
 premises hereinafter particularly described situate lying and being in the
 Township of Frankford in the County of Sussex and State of New Jersey Bounded and bounded
 Beginning at a stake and heap of stones which said stake and stones
 corner of a tract of land conveyed by John D. Atwater to the Board of Chosen
 of the County of Sussex and runs from said stake and stones (A) South
 degrees east thirteen chains and twenty links to a Stake and stones (B) South
 degrees west six chains to a stake and stones under a steep bank (C) South
 degrees East eleven chains and twenty five links to a Stake and stones (D) North
 degrees East five chains and eighty five links to a Stake and stones (E) South
 degrees and thirty minutes East nine chains (F) North sixty degrees East ten

M3-296

5/22/1832

eighty five links (9) South forty nine degrees East six chains and eighty links to the
 the Garden line (10) South twenty three degrees and fifteen minutes west direction
 and fifty links to a Stake and Stone (11) North forty nine degrees west
 chains and twelve links to a Stake and Stone (12) North forty five degrees East
 chains and thirteen links to a Stake and Stone (13) North forty seven degrees and
 minute west eight chains to a Stake and Stone (14) North four degrees and thirty seven
 minute west eight chains to a Stake and Stone (15) North four degrees and thirty seven
 minute west five chains and ninety five links to a black oak sapling marked for a corner (16) North fifty five
 degrees west twelve chains to a Stake and Stone near a brook in the western line of the
 tract of which this is a part thence by the same (17) North forty four degrees and
 five minutes East one chain and ninety five links to a Stake and Stone (18) North
 forty nine degrees and thirty minutes East eight chains to the place of beginning containing
 one acre and five hundredths of an acre that measure and is a part of the same
 and premises which was conveyed to the said The Board of Cohasset Freeholders of
 County of Sussex by John D. Struble and Mary his wife and Mary Struble by deed
 bearing date the twenty first of the year of our Lord one thousand eight hundred and
 thirty two as by reference to the same will more fully appear Together with all and
 every the profits privileges and advantages with appurtenances to the same belonging or
 in any wise appertaining also all the estate right title interest property claim and demand
 of the said The Board of Freeholders of the County of Sussex of or and to the
 said land and to every part and parcel thereof to Have and to Hold all and singular
 the above described tract or lot of land and premises with the appurtenances unto the said
 William Lusk his heirs and assigns to the only proper use lawful and behoof of the said
 William Lusk his heirs and assigns forever and the said The Board of Freeholders of
 County of Sussex doth for himself and their successors covenant and grant to and with
 the said William Lusk his heirs and assigns that they the said The Board of Cohasset Free-
 holders of the County of Sussex are the true lawful right owners of all and singular the above
 described land and premises and of every part and parcel thereof and are now lawfully seized and
 possessed of the same as a good perfect and absolute estate of inheritance in fee simple and that the
 said land and premises or any part thereof at the time of the sealing and delivery of these
 presents are not encumbered by any mortgage judgment dower incumbrance or limitation or
 any incumbrance whatsoever by which the title of this said William Lusk hereby made
 intended to be made for the above described land and premises can or may be changed charged
 or defrauded in any way whatever and also that the said The Board of Cohasset Freeholders
 of the County of Sussex now have good right full power and lawful authority to grant
 sell and convey the said land and premises in manner aforesaid also that they will
 not receive and receive defend the said land and premises unto the said William Lusk
 his heirs & assigns forever against the lawful claim & demands of all & every person and
 persons fully and clearly freed and discharged of and from all manner of incumbrances
 whatsoever In Witness Whereof the Board of Overseers and Clerks of the said Board of
 Freeholders of the County of Sussex have hereunto by order and in presence of

of all such singularities the above described premises and of
 every part and parcel thereof now lawfully seized and possessed
 of the same as a good proper and absolute estate of inheritance in fe-
 simple and that the said premises and every part thereof at the
 time of the sealing and delivery of this present indenture are not incumbered
 by any mortgages judgments liens recognizances limitations or by any
 incumbrances whatsoever by which the title of the said Hezekiah
 hardly made or intended to be made for the above described premises
 premises against any person, change, attorney or deputy in any
 way whatsoever And also that the said Man Thope now has good and
 full power and lawful authority to grant bargain sell and convey the
 the said lands and premises in manner aforesaid also that he will
 Warrant Secure and foreve Defend the said premises premises unto the
 the said Hezekiah Holdens his heirs and assigns forever against the lawful
 Claims and demands of all and every person and persons freely and
 clearly discharged of and from all manner of incumbrances whatsoever
 In Witness Whereof I the said Man Thope have hereunto set his hand
 and seal this day and year first above written
 Signed Sealed and Delivered in the presence of
 His words "Thope" in 2^d line 1st page first column
 Robt Hamilton Thomas H. Thayer

Man Thope 

New Jersey. On this thirtieth day of January A.D. eighteen hundred and
 forty three came before me Robert Hamilton a Justice in Chancery of
 the State of New Jersey who I am satisfied is the grantor of the foregoing
 and showing unto me his contents being in a book
 -ed that he signed sealed and delivered the same as his voluntary
 act and deed all which I certify
 Robt Hamilton J.C.
 Newark and New Jersey November 17, 1848

The Board of Commissioners
 of Superior
 to
 Richard Stubble

This Indenture

made the sixteenth day of November in the year of our
 Lord one thousand eight hundred and forty three
 Between the Board of Commissioners of the County
 of Sussex State of New Jersey of the first part and
 of the second part

WITNESSETH that the said party of

the first part for and in consideration of the sum of two hundred and
 fifty Dollars came bought bought goods and lawful money of the second
 party to them in hand well and truly paid by the said Richard Stubble
 party of the second part at or before the sealing and delivery of this present
 the receipt whereof is hereby acknowledged and the said party of the first
 part themselves fully satisfied contented and paid have given granted
 granted and sold aliened conveyed conveyed and confirmed and by
 presents do give grant bargain sell alien convey convey and confirm to the
 said party of the second part and to his heirs and assigns forever

ALL that lots 11 and 12 on parcel of corner and premises hereafter particularly
 described situate lying and being in the Township of Strafford in the
 County of Sussex State of New Jersey aforesaid **Billed and Bounded**

H4 608 R 11/17/1848

as follows **BEGINNING** at a Stake and Stairs corner high ridge being the sixth corner of lot No 1. & No 2 in the division of the real estate of Daniel Stubble & consors. and at a corner South thirty seven degrees West five chains and seventy one links from the seventh corner of lot No 2 in the above named Division and seven thousand 1. North thirty seven degrees West twenty chains and fifty links to a stake and stairs in a line of Sides & Streets line thence along said line (2) South forty one degrees East seven chains and seventy six links to a stake corner 3° North thirty five degrees East seven chains and seventy six links to a stake corner 4° North forty degrees East thirty six chains and seventy six links to the seventh corner of lot No 2 in the above said division thence along the seventh line of of said Lot No 1. 5° North twenty seven degrees East eight chains and fifty three links to the place of Beginning containing the area one acre forty six hundredths of an acre being a part of the former parcel being the Doory of Charles Vanhook of the County of Wayne the Grantors here named of Adam Dittiker as by his Deed in Record in the Clerk's office of D'Arcy's performed thence being half mile more fully appear together with all and singular the proper privileges and advantages with the appurtenances to the same belonging or in any wise appertaining also all the estate rights interests and demands whatsoever of the said party of the first part of his and to the same and of interest to every part corner parcel thereof So Return and to hold all and singular the above described tract or lot of land and premises with the appurtenances unto the said party of the second part his heirs and assigns to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever Thence the said party of the first part for themselves and for their successors in office do warrant and grant to and with the said party of the second part his heirs and assigns that they the said party of the first part know the true lawful and right owners of all and singular the above described lands and premises and of every part and parcel thereof and are now lawfully seized and possessing the same as a good perfect and absolute estate of inheritance in fee simple and that the same lands and premises or any part thereof at the time of the sealing and delivery of these presents are not incumbered by any mortgage judgment charge recognizance or limitation or by any incumbrance whatsoever by which the title of the said party of the second part lawfully made or intended to be made for the above described lands and premises and of every part and parcel thereof and are now lawfully seized and possessing of the same as a good perfect and absolute estate of inheritance in fee simple and that the same lands and premises or any part thereof at the time of the sealing and delivery of these presents are not incumbered by any mortgage judgment charge recognizance or limitation or by any incumbrance whatsoever by which the title of the said party of the second part lawfully made or intended to be made for the above described lands and premises been or may be changed changed altered or defective in any way whatsoever and also that the said party of the first part now hath good right full power and lawful authority to grant bargain sell convey the said lands and premises in manner and form as they well WARRANT Secure and forever defend the said lands and premises unto the said party of the second part his heirs and assigns forever against the lawful claims and demands of all and every person and persons freely and clearly free and discharged of and from all manner of incumbrances whatsoever In Witness whereof the said party of the first part by William Ferguson their Director here

This Deed,

Made the 12th day of July in the year
one thousand nine hundred and Sixty-six

Between THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SUSSEX,
a municipal body of the State of New Jersey,

hereinafter known as the Grantor

And

STATE OF NEW JERSEY,
State House, Trenton, New Jersey

hereinafter known as the Grantee

Witnesseth, that in consideration of the sum of ----- One Dollar (\$1.00) and
other undertakings of the parties,

the said Grantor does grant, bargain, sell and convey, unto the said Grantee, its successors
and assigns forever, all that certain tract of land and premises situate in the
Township of Frankford in the County of Sussex,
and State of New Jersey,

BEGINNING at a point in the existing westerly right-of-way
line of the County Farm Road, said point being distant 356.82 feet on
a course of south one degree twenty-two minutes east from the thirteenth
corner of the entire tract of which this lot is a part, thence running
(1) along said westerly right-of-way line south thirty-six degrees no
minutes east 7.93 feet to another point in said right-of-way line at
the point of curvature of a 6 degree curve having a radius of 988.366
feet, thence (2) still along said right-of-way line and said six degree
curve 166 feet, more or less, to the point of intersection of the said
existing westerly right-of-way line of the said County Farm Road with
the existing westerly right-of-way line of the New Jersey Power & Light
Company passing across other lands of the lessor, thence (3) along
said westerly right-of-way line of the said New Jersey Power & Light
Company south five degrees ten minutes east 203 feet, more or less,
to another point in said right-of-way line; thence (4) south sixty-seven

BOOK 807 PAGE 299

Acceptance
Reverend

BOOK 807-299 R 7/22/66

degrees thirty-one minutes west 325.00 feet to a point, thence (5) North five degrees ten minutes west 376.44 feet to a point, thence (6) north sixty-seven degrees thirty-one minutes east 217.71 feet to the point or place of beginning.

Containing 2.47 acres, more or less.

The above tract being a part of a tract of land containing 337.25 acres described in a deed of conveyance from John D. Struble, Mary Struble, his wife, and Mary Struble, his mother, widow of Daniel Struble, deceased, to the Board of Chosen Freeholders of the County of Sussex in the State of New Jersey, dated March 31, 1832 and is recorded in the Sussex County Clerk's Office at Newton, New Jersey in Book N-5 of Deeds, page 158 etc.

This conveyance is made upon the condition that title to the within described premises, and any structures or improvements hereafter constructed thereon, shall revert to the party of the first part herein, or its successors or assigns, upon the party of the second part terminating its use of the lands and any structures erected upon the same, as a home or school for mentally retarded children, unless the party of the first part, or its successors or assigns, shall agree in writing to other use of the said premises by the party of the second part. The party of the second part, upon the acceptance and delivery of this deed, agrees to erect an appropriate building for the care or education of mentally retarded children as a day care center upon the premises hereby conveyed, and to maintain the same as an agency of the party of the second part.

The party of the first part further reserves the right to use the existing County Farm Road over other lands of the party of the first part to, through, and over the premises hereby conveyed as a means of access, ingress, and egress to and from other lands of the party of the first part by means of vehicle, pedestrians, or otherwise for purposes of the party of the first part, it being understood and agreed, however, that in the event the party of the first part shall construct or otherwise have the use of other access to its remaining lands at any time in the future, its right of way hereby reserved over the premises hereby conveyed shall then cease and terminate.

(Continued on rider attached)

The party of the first part further covenants with the party of the second part that it will maintain its road over the premises hereby conveyed in good condition and will plow snow therefrom, and sand the said roadway during the winter months when required under snow and ice, or other weather conditions.

REC'D & RECORDED

1966 JUL 22 PM 2:03
SUSSEX COUNTY CLERK'S
OFFICE-RECTOR, N.J.
HENRY B. CARP-CLERK

To have and to hold said premises with the appurtenances, unto the said grantee, its successors and assigns forever.

The said Board of Chosen Freeholders of the County of Sussex

Covenants

- 1. That it is lawfully seized of the said land;
2. That it has the right to convey the said land to the grantee;
3. That the grantee shall have quiet possession of the said land free from all incumbrances;
4. That the grantor will execute such further assurances of the said land as may be requisite;
5. That will warrant generally the property hereby conveyed.

In witness whereof, the said grantor has caused these presents to be signed by its Director and its corporate seal to be hereto affixed and attested by its Clerk,

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SUSSEX

ATTEST: Louise Childs, Clerk

By: Denton J. Quick, Director

State of New Jersey, County of ss:

Be it Remembered, That on this day of the year of our Lord One Thousand Nine Hundred and the subscriber,

personally appeared

whom I am satisfied the grantor mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon signed, sealed and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

State of New Jersey, County of SUSSEX ss:

Be it Remembered, That on this 12th day of July, Nineteen hundred and sixty-six before me the subscriber, a Notary Public of New Jersey Louise Childs,

who being by me duly sworn on her oath, says that she is the Clerk of the Board of Chosen Freeholders of the County of Sussex, the Grantor named in the foregoing Instrument; that she well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by

Denton J. Quick, Director

who was at the date thereof the Director of said corporation, in the presence of this deponent, and said Director, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Chosen Freeholders, and that deponent, at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof.

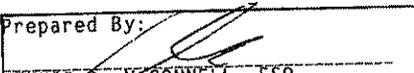
Sworn and Subscribed before me at Newton, N. J. the date aforesaid

Louise Childs Louise Childs

C. E. PETERSON NOTARY PUBLIC OF NEW JERSEY My Commission Expires June 21, 1967

DEED

REC'D & RECORDED
01/31/2005 10:51:16AM
ERNA GORMLEY
SUSSEX COUNTY CLERK
NEWTON, NJ

Prepared By: 
DENNIS R. MCCONNETT, FSO

THIS DEED is made on December 30, 2004, between

THE COUNTY OF SUSSEX, a political subdivision of the State of New Jersey, with administrative offices at Sussex County Administrative Center, One Spring Street, New Jersey 07860,

referred to as the Grantor,

and

THE SUSSEX COUNTY COMMUNITY COLLEGE

whose address is One College Avenue, College Hill, Newton, New Jersey 07860

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of SEVEN MILLION, FOUR HUNDRED FORTY-FOUR THOUSAND AND THIRTY-FIVE AND 00/100 DOLLARS (\$7,444,035.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Townships of Hampton and Frankford, Block No. 2701, Lot No. 15 and Block 22, Part of Lot 4 Account No.

No property tax identification number if available on the date of this deed (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Townships of Hampton and Frankford, County of Sussex and State of New Jersey. The legal description is:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

BEING the same land and premises conveyed to County of Sussex by deed from John D. Struble and Mary Struble, husband and wife, and Mary Struble, his mother, widow of Daniel Struble, dated March 31, 1832 recorded in the Sussex County Clerk's Office on December 14, 1831 in Deed Book N3, Page 158.

Consideration : \$7444035.0 Exempt Code: E Date: 01/31/2005

County	State	N.P.N.R.F	Public	Extra	Total
0.00	0.00	0.00	0.00	0.00	0.00
General = 0.00		1% Tax = 0.00			

01/31/2005 2899-261 n/s/rls

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Witnessed or Attested by:

THE COUNTY OF SUSSEX, a political subdivision of the State of New Jersey

Elaine A. Morgan
Elaine Morgan, Clerk of the Board of Chosen Freeholders

BY: Joann D'Angeli (Seal)
Joann D'Angeli,
Freeholder Director

STATE OF NEW JERSEY :
: S.S.
COUNTY OF SUSSEX :

BE IT REMEMBERED that on this 17 day of December, 2004, before me, the subscriber, A Notary Public of the State of New Jersey, personally appeared Elaine A. Morgan, who, being by me duly sworn, did depose and say that she is the Clerk of the Board of Chosen Freeholders of the County of Sussex, State of New Jersey, named in the attached Instrument, that she affixed she well knows the corporate seal and that said seal was thereto affixed and said Instrument was signed and delivered by said Elaine A. Morgan, Clerk of the Board of Chosen Freeholders, as and for the Board of Chosen Freeholders of the County of Sussex as its voluntary act and deed, in the presence of deponent, who thereupon subscribed her name thereto as Clerk.

David S. Eakman

DAVID S. EAKMAN
NOTARY PUBLIC OF NEW JERSEY
My Comm. Expires 4/10/2007

Made this Deed for \$7,444,035.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.).

dsd

The County of Sussex
To
Sussex County Community College

Situated in and being Tax Block 22, Tax Lot 4.02 in the Township of Frankford
and Tax Block 2701, Tax lot 15 in the Township of Hampton,
County of Sussex, State of New Jersey

Tax Lot 4.02, in Block 22, in The Township of Frankford, said lot containing 1.27 acres and Tax Block 2701, Tax Lot 15 in the Township of Hampton, said lot containing 17.24 acres. This description will include said Tax Lots 4.02 and existing Tax Lot 15, as shown on a map entitled, "Minor Subdivision, Survey Plat, Sussex County Public Safety Training Facility, proposed new lot in the Township of Frankford, Located in Sussex County, New Jersey, in a Portion of Tax Block 22, Tax Lot 4, Township Of Frankford, Tax Block 2701, Tax Lot 15 Township of Hampton, dated March 2004, Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.

Beginning at a concrete monument found at the 5th corner of a deed between John Struble to The Board of Chosen Freeholders of the County of Sussex and filed in the Sussex County Clerks Office in deed book N-3, page 158, dated June 14, 1833. Said 5th corner also shown on said map entitled, "Survey Plat Property of The County of Sussex, Frankford and Hampton Townships, Sussex County, New Jersey, Scale 1"=200", dated July 1974, Revised December 1976, prepared by Delaware Valley Associates Inc. Said concrete monument also the 7th corner of a deed between Frank A. Farno and Margaret Farno, h/w to Lynn Herwitz and Gill Cohen and filed in the Sussex County Clerks Office in deed book 1424, page 252, dated January 12, 1987; running thence,

1. Along the 5th course of said Struble deed, in a reverse direction, north forty two degrees, fifty one minutes, twenty seven seconds west, (N.42° 51' 27" W.), for a distance of two hundred eighteen and ninety hundredths feet (218.90'), to a point in said fifth course; and running thence,
2. By a new line through the lands of the County of Sussex south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E), for a distance of four hundred thirty nine and eighty five hundredths feet (439.85'), to a point; running thence,
3. By a new line through the lands of the County of Sussex, being the boundary between Tax Block 22 Tax Lot 4 and Tax Lot 4.02, on a curve to the left, in a generally north easterly direction, having a radius of six hundred eighty four and ninety two hundredths feet (684.92'), an arc distance of one hundred twenty six and sixty eight hundredths feet (126.68'), a chord bearing of north fifty seven degrees, thirty minutes, fifty five seconds east (N 57° 30' 55"E) and a chord distance of one hundred twenty six and fifty hundredths feet (126.50') to a point; running thence,
4. By a new line along same said boundary between Tax Lots 4 and 4.02, north eighty four degrees, forty nine minutes, fifty eight seconds east (N 84° 49' 58" E), for a distance of fifty four and twelve hundredths feet (54.12'), to a point; running thence,

5. By a new line along same said boundary between Tax Lots 4 and 4.02, South five degrees, six minutes, four seconds east (S 05° 06' 04" E), for a distance of one hundred thirty one and twenty six hundredths feet (131.26'), to a point; running thence,
6. By a new line along same said boundary between Tax Lots 4 and 4.02, south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E), for a distance of two hundred ninety eight and eleven hundredths feet (298.11'), to a point; running thence,
7. By a new line along same said boundary between Tax Lots 4 and 4.02, north twenty two degrees, thirty six minutes, thirteen seconds east (N 22° 36' 13" E), for a distance of one hundred fifty and one hundredths feet (150.01'), to a point; running thence,
8. By a new line along same said boundary between Tax Lots 4 and 4.02, north sixty seven degrees, twenty three minutes, forty seven seconds east (S 67° 23' 47" E), for a distance of one hundred nine and thirty five hundredths feet (109.35'), to a point; running thence,
- 9. By a new line along same said boundary between Tax Lots 4 and 4.02, south three degrees, fifty six minutes, fifty eight seconds east (S 03° 56' 58" E), for a distance of one hundred fifty nine and nine hundredths feet (159.09'), to a point; running thence,
10. By a new line along same said boundary between Tax Lots 4 and 4.02, south sixty nine degrees, fifty minutes, twenty seven seconds east (S 69° 50' 27" E), for a distance of one hundred ninety three and forty five hundredths feet (193.45'), to a point; running thence,
11. By a new line along same said boundary between Tax Lots 4 and 4.02, north thirty eight degrees, thirty five minutes, thirty six seconds east (N 38° 35' 36" E), for a distance of two hundred ninety eight and seventy one hundredths feet (298.71'), to a point in the westerly sideline of the 66' wide right of way line of County Route 655, said right of way is recorded in a deed between the Township of Frankford and the County of Sussex and filed in the Sussex County Clerks Office in deed book 884, page 729, dated May 19, 1971, said point is also on a tie course from concrete monument number 3, as shown on a map entitled, "Plan of County Farm Road Section No.1, Frankford Twp., Sussex County, New Jersey, dated August 1966, prepared by Ernest E. Ayers (N 80° 05' 58" E), a distance of (20.24'); running thence,
12. Along the westerly sideline of said right of way, on a curve to the left, in a generally southeasterly direction, having a radius of one thousand one hundred seventy nine and forty nine hundredths feet (1179.49'), an arc distance of sixty two and nine hundredths feet (62.09'), a chord bearing of south sixty six degrees, twenty minutes, twenty five seconds east (S 66° 20' 25" E), for a distance of sixty two and eight hundredths feet (62.08'), to a point where the said westerly sideline is intersected by the common boundary of Tax Block 22, Lots 3 and 4.02; running thence,
13. Leaving the westerly sideline of said right of way, running along said common boundary of Tax Lots 3 and 4.02, in part along the 26th course of said Struble deed, south thirty eight degrees, thirty five minutes, thirty six seconds west (S 38° 35' 36" W), for a distance of five hundred seventy nine and eighteen hundredths feet (579.18), to a point, being on a course of (S 29° 30' 58" E), a distance of (0.43') from a concrete monument found; running thence,

14. Along the 27th course of said Struble deed, south eighteen degrees, forty four minutes, forty three seconds west (S 18° 44' 43" W), for a distance of five hundred eighty four and ten hundredths feet (584.10'), to a point, being the beginning corner of said Struble deed; running thence,
15. North fifty degrees, one minute, thirty four seconds west (N 50° 01' 34" W), for a distance of nine hundred twenty four and zero hundredths feet (924.00'), to a point, being the first corner of said Struble deed; running thence,
16. North sixty five degrees, one minute, thirty four seconds west (N 65° 01' 34" W), for a distance of two hundred eleven and twenty hundredths feet (211.20') to a point, being on a course of (N 20° 00' 54" W), a distance of (0.20') from a concrete monument found, being the third corner of said Struble deed; running thence,
17. North thirty three degrees, sixteen minutes, twenty seven seconds west (N 33° 16' 27" W), for a distance of one hundred thirty eight and sixty two hundredths feet (138.62'), to a point, being on a course of (N 04° 15' 35" W), a distance of (0.27') from a concrete monument found, being also the fourth corner of said Struble deed. Said concrete monument also the 7th corner of a deed between Frank A. Farno and Margaret Farno, h/w to Lynn Herwitz and Gill Cohen and filed in the Sussex County Clerks Office in deed book 1424, page 252, dated January 12, 1987; running thence,
18. North thirty seven degrees, twenty eight minutes, thirty three seconds east (N 37° 28' 33" E), for a distance of three hundred fifty one and eighty nine hundredths feet (351.89'), to the point and place of beginning.

Containing 806,449.00 S.F., or 18.51 Acres

Subject to all easements rights of way, exceptions and agreements of record.

Subject to such statement of fact that an accurate titles search may disclose.

The above description is in accordance with a survey under the direction of John C. Risko, a Professional Engineer and Land Surveyor, New Jersey License Number GB 28535, with the Division of Engineering of The Department of Engineering and Planning, of The County of Sussex, as shown on said map entitled, "Minor Subdivision, Survey Plat, Sussex County Public Safety Training Facility, proposed New Lot in the Township of Frankford, Located in Sussex County, New Jersey, on a Portion of Tax Block 22, Tax Lot 4, Township of Frankford, Tax Block 2701, Tax Lot 15 Township of Hampton, dated March 2004, Prepared by The County of Sussex, Department of Engineering and Planning, Division of Engineering.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)

Name(s)

THE COUNTY OF SUSSEX

Current Resident Address:

Street: Sussex County Administrative Center, One Spring Street,
City, Town, Post Office Newton, NJ 07960 State NJ Zip Code 07960

Home Phone () Business Phone ()

PROPERTY INFORMATION (Brief Property Description)

Block(s) 2701 and 22 Lot(s) 15 and Part of Lot 4 Qualifier

Street Address:

City, Town, Post Office Township of Hampton and Township of Frankford State NJ Zip Code

Seller's Percentage of Ownership 100% Consideration 7,444,035.00 Closing Date

SELLER ASSURANCES (Check the Appropriate Box)

1. I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

Jo Ann D'Angeli
THE COUNTY OF SUSSEX, a political subdivision
of the State of New Jersey

12-30-04
Date

Signature Frederick Director
(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please Indicate if Power of Attorney or Attorney in Fact

NC1645 - Affidavit of Consideration or Exemption RTF-1 (Rev. 8/2004) P8/04

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION (c. 49, P.L. 1968; as amended by through c. 66, P.L. 2004)

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To Be Recorded With-Deed Pursuant to c. 49, P.L. 1968 as amended by c. 308, P.L. 1991 (N.J.S.A. 46:15-6 et seq.)

STATE OF NEW JERSEY } SS. COUNTY OF SUSSEX

FOR RECORDER'S USE ONLY Consideration \$ 744,035 RTF paid by seller \$ 0 Date 1/31/05 By [Signature]

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Dennis R. McConnell, Being duly sworn according to law upon his/her oath deposes and says that he/she is the legal representative in a deed dated 12/30/04 transferring real property identified as Block Nos 2701 and 22 Lot Nos 15 and Part of XX 4 located at 665 Morris Trk., Townships of Hampton & Frankford and annexed hereto. Sussex County

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 7,444,035.00

(3) FULL EXEMPTION FROM FEE

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, as amended through c. 66, P.L. 2004 for the following reason(s). Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient. b. Conveyance by or to the U.S.A., this State, or any instrumentality, agency or subdivision.

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the State portion of the Basic fee imposed by c. 176, P.L. 1975; c. 113, P.L. 2003; and c. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (See Instruction #8)

- Grantor(s) 62 years of age or over.* One- or two-family residential premises. Resident of the State of New Jersey.

- Owned and occupied by grantor(s) at time of sale. Owners as joint tenants must all qualify.

B. BLIND (See Instruction #8)

- Grantor(s) legally blind.* One- or two-family residential premises. Owned and occupied by grantor(s) at time of sale. Owners as joint tenants must all qualify. Resident of the State of New Jersey.

DISABLED (See Instruction #8)

- Grantor(s) permanently and totally disabled.* Receiving disability payments.* Not gainfully employed.* One- or two-family residential premises. Owned and occupied by grantor(s) at time of sale. Owners as joint tenants must all qualify. Resident of the State of New Jersey.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY

C. LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- Affordable According to HUD Standards. Reserved for Occupancy. Meets Income Requirements of Region. Subject to Resale Controls.

(5) NEW CONSTRUCTION (See Instruction #9) - Affidavit must be executed by Grantor

- Entirely new improvement. Not previously occupied. Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968, as amended through c. 66, P.L. 2004.

Subscribed and sworn to before me this 17th day of December, 2004

Esine A. Morgan Notary Public

ELAINE M. MORGAN NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JAN. 18, 2006

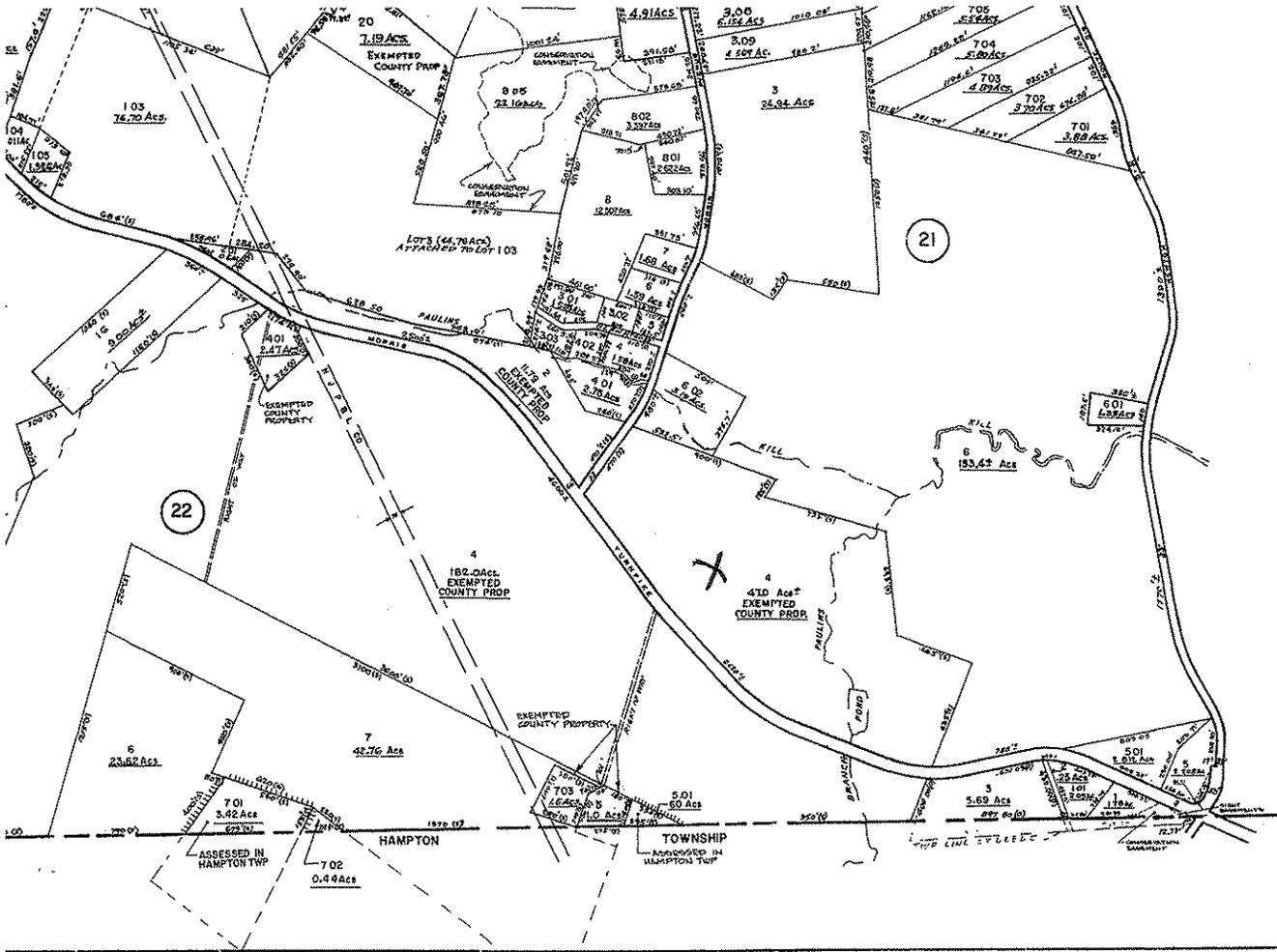
Dennis R. McConnell Signature of Deponent 4 Waterloo Road Stanhope, NJ 07874 Address of Deponent

Dennis R. McConnell Name of Grantor 4 Waterloo Road Stanhope, NJ 07874 Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY Instrument Number 3908 County Sussex Deed Number Deed Dated 12/30/04 Book Page Date Recorded 1/31/05

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

<p>DEED COUNTY OF SUSSEX, a political subdivision of the State of New Jersey, Grantor, TO THE SUSSEX COUNTY COMMUNITY COLLEGE, Grantee.</p>	<p>Dated: December , 2004 Record and return to: DAGGETT, KRAEMER, ELIADES, VANDERWIELE & URSIN Attorneys at Law 328 D Sparta Avenue Sparta, New Jersey 07871</p>
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TAX MAP
FRANKFORD TWP
SUSSEX COUNTY,
NEW JERSEY

SCALE 1" = 400' DATE 10-

J. L. JACOBS & COMPANY
 53 WEST JACKSON BOULEVARD
 CHICAGO 4, ILLINOIS

REVISED TO 1983/10/1 11:00 AM
Ernest E. Jacobs

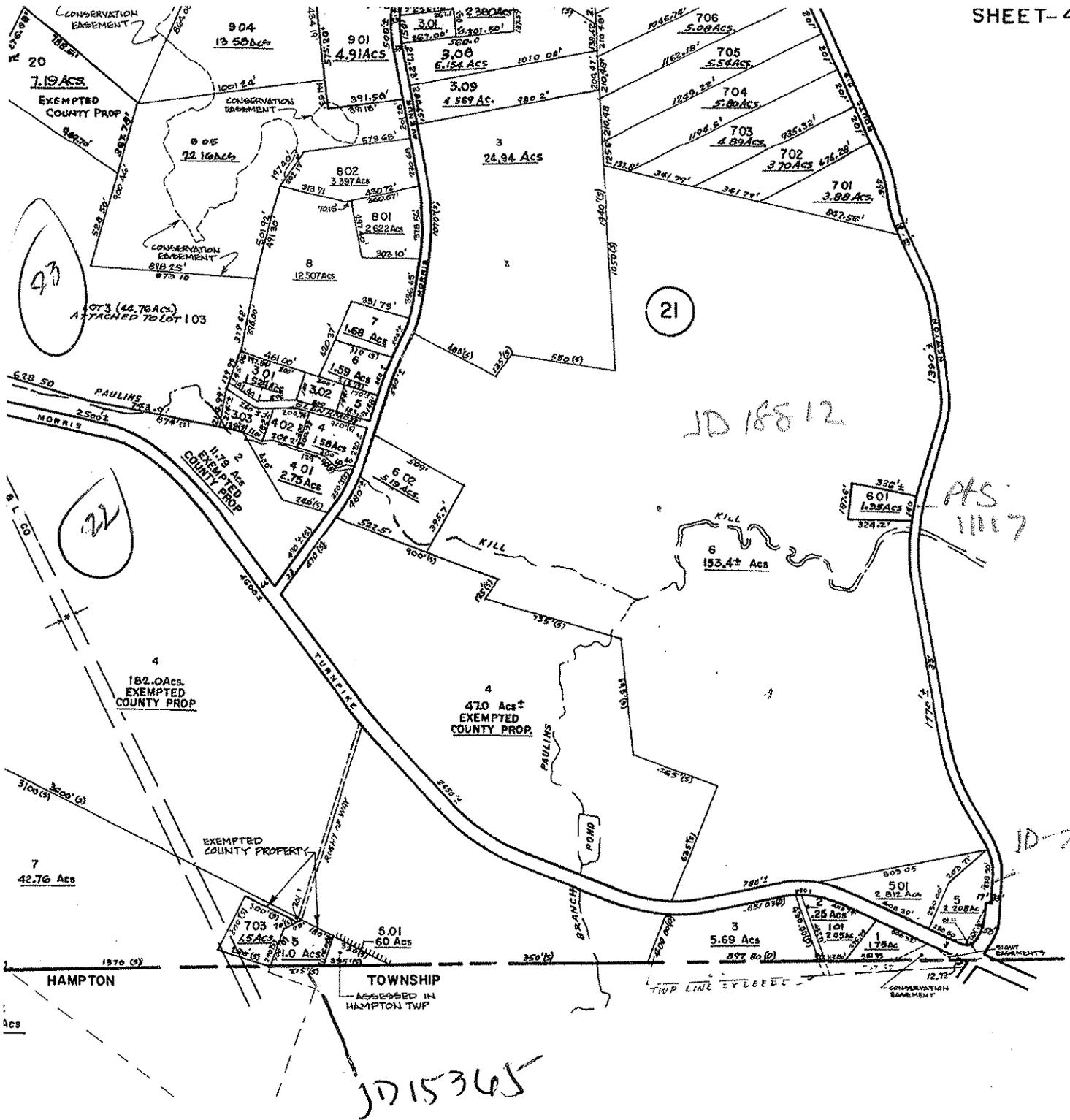
INDEX SHEET
LEGEND

(25) SHEET NUMBER
 12 BLOCK NUMBER
 SHEET LIMIT

NEW JERSEY DEPARTMENT OF TREASURY
 APPROVED AS A TAX MAP PURSUANT TO
 PROVISIONS OF CHAPTER 175 LAWS OF

C. J. Jacobs
 STATE SUPERVISOR
 DATE FEB 28 1989 SERIAL NO. 2

SHEET 5



F
S

SCALE

J.L.
53 W
CHI

REVISE

21

10-2511

DATE