

**Block 143, Lot 24.06
Area in Need of Redevelopment Investigation Report**

**Township of North Brunswick
Middlesex County, New Jersey**

June 13, 2024

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The original of this report was signed and sealed in accordance with N.J.S.A. 45:14A-12.

A handwritten signature in black ink, appearing to read "John Barree", is written over a horizontal line.

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INTRODUCTION

The purpose of this report is to determine whether 100 Fidelity Plaza (Block 143, Lot 24.06) (the “Study Area” or the “Area”), qualify as an “area in need of redevelopment” as defined in the Local Redevelopment and Housing Law *N.J.S.A. 40A:12A-1 et seq.* (“LRHL”). This report is written pursuant to Section 6 of the LRHL, which provides the following:

- No area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by resolution, authorize the planning board to undertake a preliminary investigation to determine whether the proposed area is a redevelopment area according to the criteria set forth in Section 5 of P.L 1992/c.79 (C.40A:12A-5).
- The governing body of a municipality shall assign the conduct of the investigation and hearing to the planning board of the municipality.
- After completing its hearing on this matter, the planning board shall recommend that the delineated area, or any part thereof, be determined or not be determined, by the municipal governing body to be a redevelopment area.
- After receiving the recommendation of the planning board, the municipal governing body may adopt a resolution determining that the delineated area, or any part thereof, is a redevelopment area.

The Township Council of North Brunswick adopted Resolution 291-923 (“Council Resolution”) on September 18, 2023, authorizing the Planning Board to undertake a preliminary investigation to determine whether the Study Area is in need of redevelopment according to one or more of the statutory criteria (see Appendix A – Council Resolution).

The Council Resolution specifies that the investigation shall be to determine if the Study Area is a “non-condemnation” area, which means that condemnation, or eminent domain, would not be an option if the property is designated as an area in need of redevelopment.

The Redevelopment Study Area map (see Figure 1) constitutes a “map showing the boundaries of the proposed redevelopment area and the location of the various parcels of property included therein”. This report serves as the “statement setting forth the basis for the investigation” which is required by Section 6(b) of the LRHL (*N.J.S.A. 40A:12A-6*).



Sources: NJOIS, NJGIN, NJDEP, NJDOT, NOAA, NWS

Aerial Map
 Block 143 Lot 24.06
 North Brunswick, NJ

May 2024

Figure 1 - Redevelopment Study Area Map

CRITERIA FOR REDEVELOPMENT AREA DETERMINATION

The criteria contained in Section 5 of the LRHL that were considered in evaluating the Study Area are the following:

- a. The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.
- b. The discontinuance of the use of a building or buildings previously used for commercial, retail, shopping malls or plazas, office parks, manufacturing, or industrial purposes; the abandonment of such building or buildings; significant vacancies of such building or buildings for at least two consecutive years; or the same being allowed to fall into so great a state of disrepair as to be untenable.
- c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.
- e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real properties therein or other similar conditions which impede land assemblage or discourage the undertaking of improvements, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare, which condition is presumed to be having a negative social or economic impact or otherwise being detrimental to the safety, health, morals, or welfare of the surrounding area or the community in general.
- f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
- g. In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L.1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be

considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c.79 (C.40A:12A-5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L.1991, c.431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L.1991, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L.1992, c.79 (C.40A:12A-1 et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.

- h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

Furthermore, Section 3 of the LRHL permits the inclusion of parcels that do not meet the criteria if they are necessary for the effective redevelopment of the area, stating:

“A redevelopment area may include lands, buildings, or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area in which they are a part.”

STUDY AREA AND LOCATION

OVERVIEW

The Township of North Brunswick is in the eastern portion of Middlesex County. The neighboring municipalities to the north (New Brunswick), east (Milltown and East Brunswick), and south (South Brunswick) are also part of Middlesex County, whereas the neighbor to the west (Franklin Township) is in Somerset County. Major thoroughfares which bisect North Brunswick Township include U.S. Highway 1 and State Route 130.

The Study Area includes Lots 24.06 of Block 143, which is located in the northeastern section of the Township, near the intersection of Highway 1 and Route 130. The Study Area includes frontage along both roadways and offers access to/from both from the Fidelity Plaza access drive. Outside of the Study Area, to the northeast, is the Shoppes at North Brunswick shopping mall, to the southeast and west are residential dwellings, and to the southwest are North Brunswick Township High School’s buildings and fields. Across Route 1 to the north are highway commercial uses including department stores and restaurants.

While a considerable portion of the Study Area has been developed with buildings and asphalt parking improvements, most of the Area is undeveloped and constrained by wetlands. These undeveloped portions

consist mainly of dense tree canopies. One body of water is located in the southwestern section of the property.

Per Middlesex County property assessment data (see Appendix B), Lot 24.06 includes an estimated 700 parking spaces. These parking lots are all connected by the Fidelity Plaza roadway, which wraps around the entire Study Area. As of April 2023, the owner of record is SPG 100 Fidelity Plaza LLC. The property is shown on the Township Tax Maps on sheets 52, 67, and 68, which are reproduced as Appendix C to this report.

DEVELOPMENT HISTORY

Subdivisions (1980, 1991, and 2018)

The 87-acre Study Area (i.e., Lot 24.06) is the result of three subdivisions from the original Lot 24 in Block 143. These subdivisions occurred in April 1980, December 1991, and July 2018. The 2018 application approved the subdivision of Lot 24.04 into Lot 24.06 (the Study Area) and a separate new 5-acre lot (Lot 24.07). See Appendix D for Township Planning Records for the Study Area.

Study Area Development

The Study Area includes two (2) sections of frontage along U.S. Route 1, which are split by Lot 24.02. The Study Area's frontages along Route 1 measure approximately 239.1 feet and 259.5 feet. The Study Area also includes over 400 feet of frontage along Route 130. As previously mentioned, the Fidelity Plaza roadway offers access to both Route 1 and Route 130.

The site contains approximately 300,000 square feet of tenantable building area. The existing main building complex was constructed in 1953. This complex includes several interconnected buildings, identified as 100, 150, 175, and 180 Fidelity Plaza. At the time of the original construction, an approximately 3,400-square-foot utility building was also built. Adjacent to the utility building was a satellite tower, which has since been removed.

The main complex offers several tenantable units throughout its ±200,000-square-foot ground level and ±45,000-square-foot partial second floor. Since its erection, this complex has accommodated office and retail use, banking operations, computer processing, culinary endeavors, and more.

Two additions were constructed in the mid-1960s and in the early 1980s, to the west of the main building. The first addition included a ±14,500 square foot Money Center, and the second addition included a ±19,600 square foot Data Center. These additions are connected to the main building via hallways, and each includes an outdoor courtyard. Figure 2 below outlines a site plan of the existing buildings on the site. See Appendix E for historic building floor plans.

Property record cards from the mid-20th century indicate that buildings within the Study Area were originally occupied by the Boy Scouts of America and served as their national headquarters. The headquarters provided office space for executives, gathering spaces for community events, and even a store for boy scout apparel. The headquarters served as a national landmark, welcoming visitors and scouts from across the country.

Adjacent to the headquarters, constructed on Lot 24.02 (outside of the Study Area) was the Johnston Historical/National Scouting Museum (i.e., 300 Fidelity Plaza). The Boy Scouts vacated the Study Area in 1978, after the national headquarters relocated to Irving, Texas. Other past tenants of the Study Area's buildings include the Fidelity Union Bank Corporation and the current tenant, Wells Fargo.

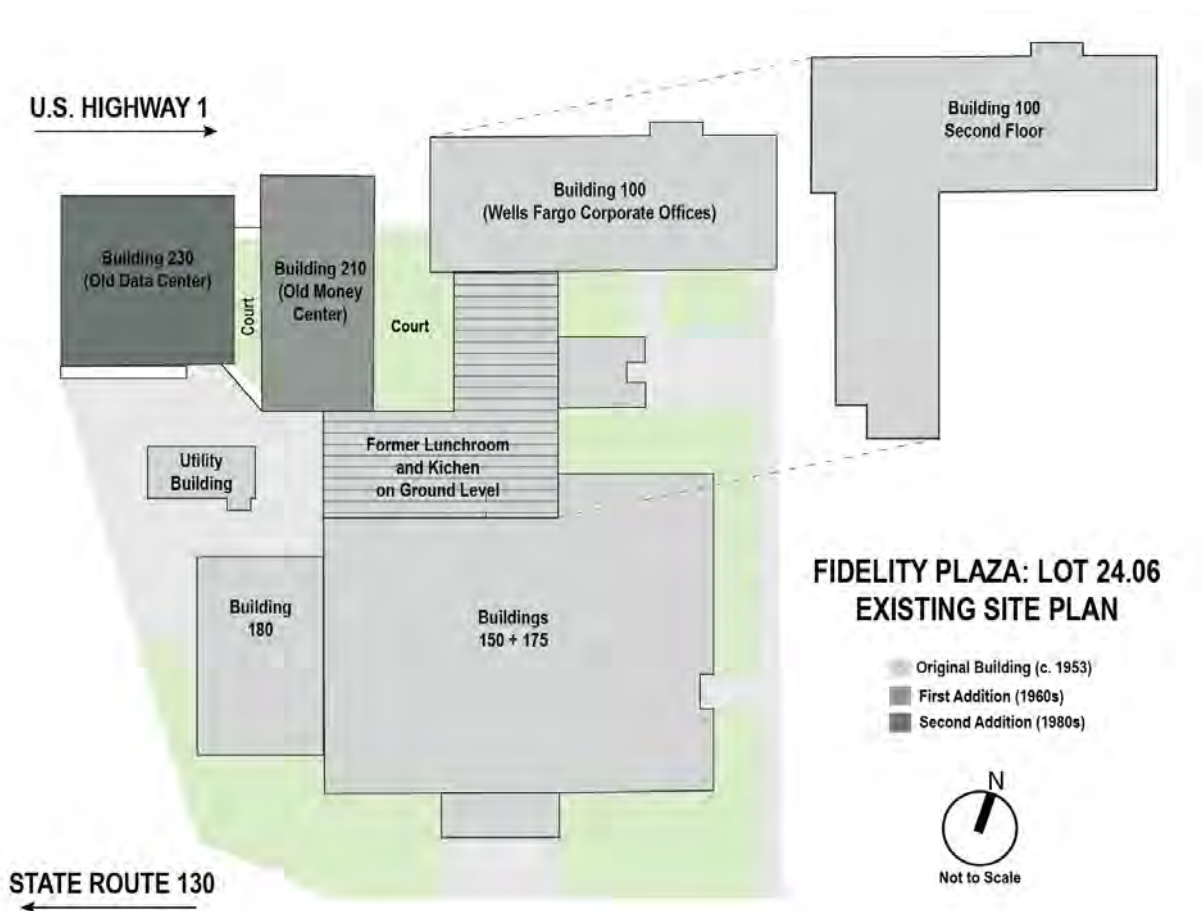


Figure 2 -Site Plan of Existing Buildings on Lot 24.06.

EXISTING ZONING

The Study Area is located within the O-R Mid-Rise Office Research Zone of the Township.

O-R MID-RISE OFFICE RESEARCH ZONE

The purpose of the O-R Mid-Rise Office Research District is to encourage large-scale coordinated development of office research facilities to capitalize on the tract's location at a grade-separated interchange on U.S. Route 1. The size and location of the tract lends itself to development at a greater intensity of land use than other available nonresidential areas in the Township. As such, development standards have been established to encourage integrated development for corporate office and research facilities.

Permitted Principal Uses (§205-81)

- Administrative, executive and editorial offices.
- Banks and financial offices.
- Medical and dental offices and clinics.
- Professional offices.
- Experimental, research or testing laboratories, provided that no operation shall be conducted or equipment used which would create hazardous, noxious or offensive conditions beyond the boundaries of the property involved.
- Administrative and general business offices where no manufacturing is performed.
- Educational services and for-profit primary and secondary schools and colleges.
- Finance and insurance offices.
- Hotel/convention facilities, provided that only those retail and service uses which are ancillary to the principal use shall be permitted.
- Computer and data processing facilities

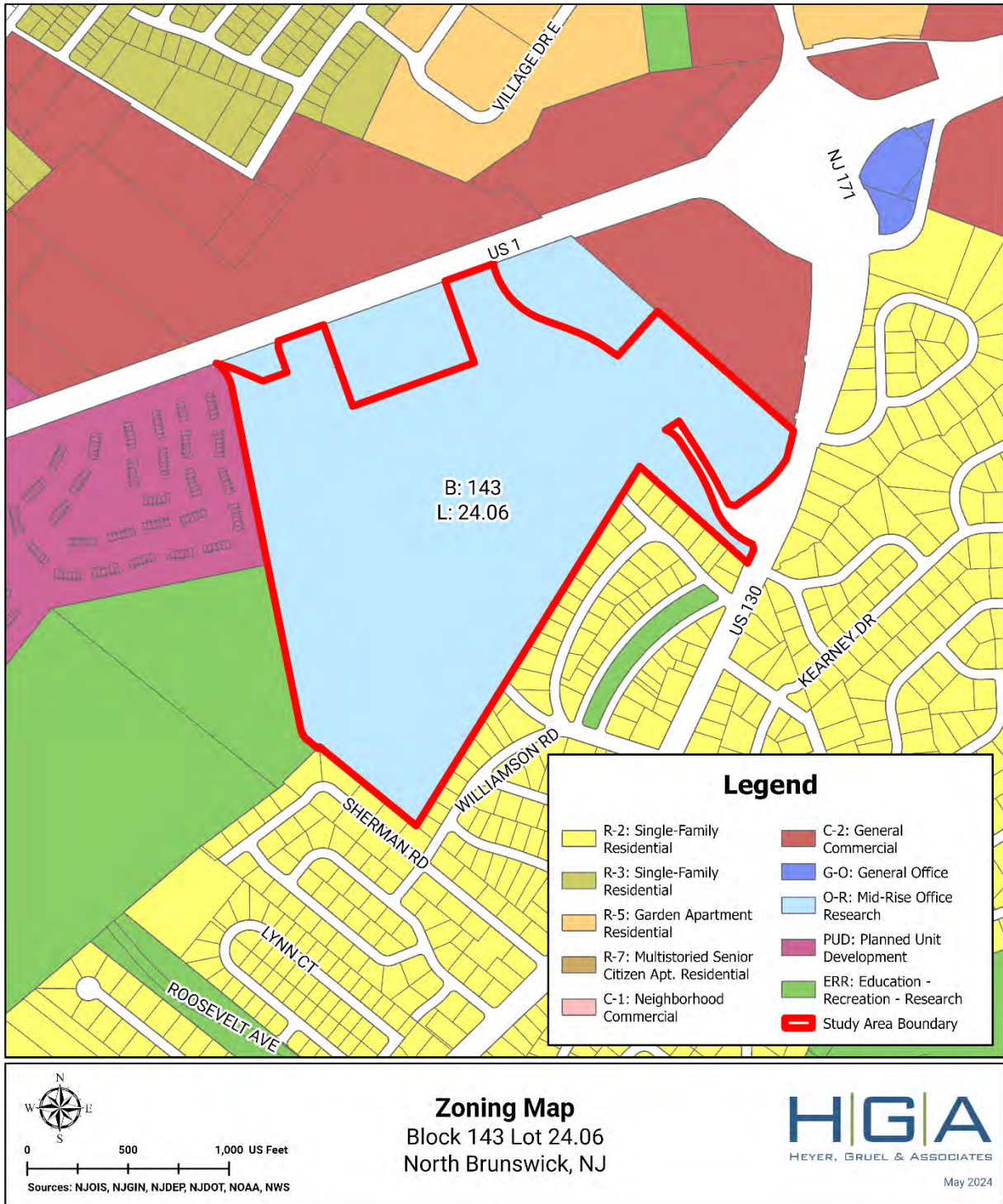


Figure 3 – Redevelopment Study Area Zoning Map

RELATIONSHIP TO PLANNING DOCUMENTS

2006 TOWNSHIP OF NORTH BRUNSWICK MASTER PLAN

North Brunswick's most recent Master Plan was approved in 2006. The following goals were derived from community outreach and remain relevant to this Redevelopment Study:

- Maximize the potential for expansion of the economic base, while assuring that development projects address roadway and utility infrastructure needs.
- Provide a balance of land uses in appropriate locations to address the needs of Township residents and businesses.
- Analyze the need for additional public facilities and services to address the existing and future needs of the Township.
- Provide an appropriate amount of active recreational spaces and passive open spaces to address the Township's current and future needs.

2018 NORTH BRUNSWICK MASTER PLAN RE-EXAMINATION REPORT

North Brunswick's 2018 Master Plan Re-Examination Report is the most recent update to the Township's 2006 Master Plan. This Re-Examination Report also included an amended Land Use Element.

2001 NEW JERSEY STATE DEVELOPMENT AND REDEVELOPMENT PLAN

The New Jersey State Development and Redevelopment Plan (SDRP) was adopted on March 1, 2001. This 2001 Plan compared the planning policies at various government levels, with the purpose of establishing consistency among Local, County, and State planning practices. The SDRP allocates land into five (5) different categories called "Planning Areas." The Study Area is located in Planning Area 1, "Metropolitan."

The intent of the Metropolitan Planning Area (PA1) is to:

- Provide for much of the State's future redevelopment;
- Revitalize cities and towns;
- Promote growth in compact forms;
- Stabilize older suburbs;
- Redesign areas of sprawl; and
- Protect the character of existing stable communities

EVALUATION OF THE STUDY AREA FOR CONFORMITY WITH REDEVELOPMENT AREA CRITERIA

An analysis of the Study Area's existing land use, physical characteristics, history, operational needs, and other considerations was conducted using:

- Township of North Brunswick Tax Maps and GIS data
- Middlesex County Tax and ownership records for the property in the Study Area
- Aerial photos of the properties within the Study Area
- The 2001 New Jersey State Development and Redevelopment Plan
- The 2006 North Brunswick Master Plan
- The 2018 North Brunswick Master Plan Re-examination Report
- Field Inspections of the Study Area, site, and surroundings on May 2, 2024
- Middlesex County Tax Assessment Data
- Middlesex County Property Records
- Township of North Brunswick Planning, Zoning, and Fire Department Records
- NJDEP Records

SALES HISTORY + PROPERTY VALUES

Table 1 below provides a summary of the location, ownership, and designation recommendations for each property within the Study Area.

Table 1: Property Sales and 2024 Assessed Value							
Block	Lot	Land Value	Improvement Value	Total Value	Sales History	Area	Owner
143	24.06	\$4,760,000	\$831,000	\$5,591,000	Sold 4/20/2023 DB 19197 / P 01899	87 acres	SPG 100 Fidelity Plaza, LLC

ENVIRONMENTAL DATA

Overview

It is noted that the environmental data figures presented below do not account for the 2018 subdivision, which divided Lot 24.04 into Lot 24.06 (i.e., the Study Area) and Lot 24.07 (outside of the Study Area).

According to data from the New Jersey Department of Environmental Protection (NJDEP), the Study Area does not contain groundwater contamination or historic fill and is not designated within the NJDEP's Site Remediation Program. However, the Study Area is classified as a New Jersey Environmental Management (NJEMS) site (Figure 4). Applicable program interest results within the NJEMS include land use and air quality. All programs outlined below are active as of the writing of this report. See Appendix F for the Study Area's environmental reports from the NJDEP.

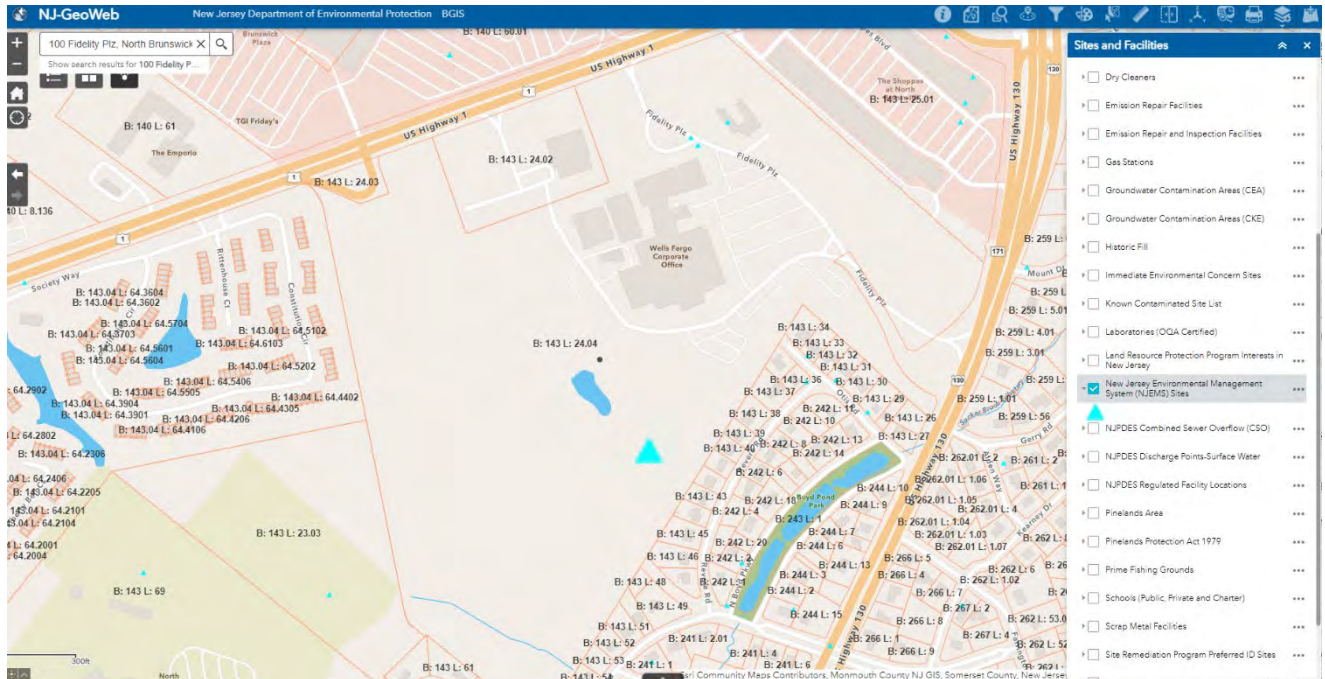


Figure 4 - NJ-GeoWeb NJEMS Sites - Accessed 4/22/2024

Land Use

The Study Area contains a large extent of wetlands (Figure 5), which have been categorized by the NJDEP as both “of ordinary and intermediate resource values.” The required transition area for these intermediate resource value wetlands is 50 feet. Further, the NJDEP has identified State open waters within the Study Area. As a result, a freshwater wetlands land use permitting report has been issued for the Study Area.

The official report outlines the property’s applications for wetlands boundary verification, as well as its issued Letters of Interpretation (LOI). The first wetlands verification for the Study Area was initiated on December 19, 2011, and received approval on September 26, 2012. A second and third application were initiated and approved in 2014, and again in 2020. As of the writing of this report, the Area’s most recent LOI re-issuance from April 6, 2020, has expired.

Further, a land use authorization application for the Study Area was initiated on January 19, 2021, and withdrawn on May 24, 2023. Overall, no land use violations have been recorded for the Study Area.

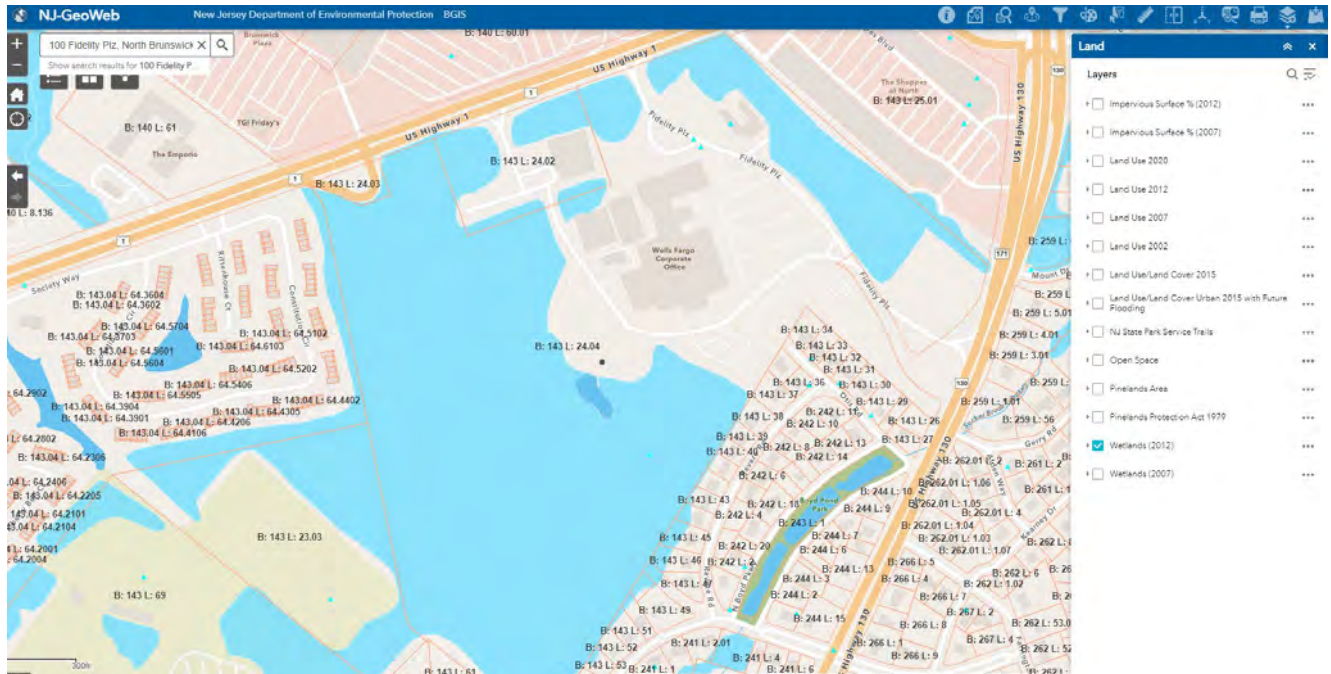


Figure 5 - NJ-GeoWeb Wetlands (2012) - Accessed 4/22/2024

Air Quality

The building complex measures nearly 300,000 square feet in area and requires several mechanical systems to operate. These large-scale operations have initiated regular inspections by the NJDEP, to ensure compliance with its air quality standards. A total of four (4) annual boiler adjustment inspections were conducted on June 6, 2023, and no violations were found.

SUMMARY OF FINDINGS AND RECOMMENDATIONS

The building complex within Lot 24.06 has welcomed several tenants over the years, from the Boy Scouts, to banking professionals, to computer engineers. However, shifts in occupancy and advancements in data processing have led to widespread vacancies, and likewise, extensive interior deterioration. During a site visit, substantial vacancy was observed and representatives from the property owner provided a verbal estimate that out of property's ±300,000 square feet of tenantable area, only around 60,000-70,000 square feet (20%-23%) is occupied.

A site visit was conducted on May 2, 2024, where patched ceilings, unsettled flooring, extensive water damage, and exposed wiring were evident in many of the complex's buildings. Conversations with the property manager revealed that several buildings have stood this way for nearly a decade. Furthermore, advancements in technology in recent years and the subsequent high operating costs forced Wells Fargo to reduce their presence within the complex. Once utilizing the entire tenantable area, the company now occupies less than a quarter of the site, making the complex inactive and unproductive. Its once state-of-

the-art Data Center now sits abandoned. Consequently, the Study Area may be designated as in need of redevelopment under criterion 'a,' which states:

- a. "The generality of buildings are substandard, unsafe, unsanitary, dilapidated or obsolescent, or possess any of such characteristics or are so lacking in light, air or space, as to be conducive to unwholesome living or working conditions."

Discontinuance of a large portion (between 77% and 80%) of the site is evident in the figures presented below, and in the property's sales history assessment (Appendix B). Because of these conditions, the Study Area may also be designated under criterion 'b' of the LRHL, which states:

- b. "The discontinuance of the use of a building or buildings previously used for commercial, retail, shopping malls or plazas, office parks, manufacturing or industrial purposes; the abandonment of such building or buildings; significant vacancies of such building or buildings for at least two consecutive years; or the same being allowed to fall into so great a state of disrepair as to be untenable."

Block	Lot(s)	Location	Designation Recommendation
143	24.06	100-230 Fidelity Plaza	a and b

Main Building (Building 100)

The main building/Building 100 is the most occupied building within the complex and hosts the remaining corporate employees of Wells Fargo. This building also offers open computer workspaces that provide redundancy in the event of power or communication system disruptions as an alternate workspace for employees based elsewhere. Conversations with the property manager revealed that around 300 workers utilize the open workspaces each day during the week (Figures 6 and 7). The building also includes conference rooms and secure meeting rooms utilized by Wells Fargo (Figure 8). Signage of past tenants can still be found within the main building (Figure 9). While this building is the most occupied throughout the complex, it contains vacant office spaces (Figure 10).

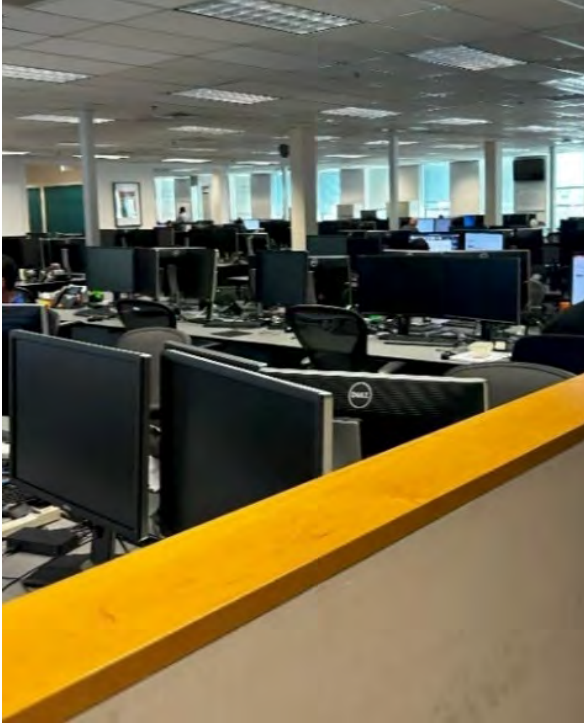


Figure 6 (Left) – Open workspaces for technology professionals.
Figure 7 (Right) – Signage within an open workspace, noting of the unassigned seating arrangement.



Figure 8 (Left) – Secure room for current Wells Fargo employees.
Figure 9 (Right) – Signage reflecting former banking, management, and computing tenants.



Figure 10 – Vacant office space within Building 100.

Old Money Center (Building 210)

The first addition to the main office complex was constructed in the 1960s. This space has accommodated various uses over the years, and most recently accommodated the Wells Fargo Money Center (Figure 11). Extensive disrepair is evident throughout this building. Ceiling and floor tiles are rotting and missing, and ductwork is exposed due to corrosion and water damage (Figure 12). Flood electrical outlets stick out of the floors, spanning across a space that has evidently been unoccupied for years. Long-term vacancies are further alluded within the space's deteriorating furnishings and finishes (Figure 13).



Figure 11 – Overview of the former Money Center, now entirely vacant and deteriorated.



*Figure 12 (Left)– Extensive corrosion within floor and ceiling tiles.
Figure 13 (Right) – A deteriorating rug, lined with mold.*

Old Data Center (Building 230)

The former Data Center was constructed as a second addition to the main complex in the 1980s. Equipped with high-tech machinery, this space was designed with raised floors and an open floor plan (Figure 14). This space presents some of the complex's worst disrepair; several floor tiles have been removed or damaged, water damage is extensive, and loose wiring is exposed (Figure 15). Piles of wood, scrap material, and trash have been scattered across the space. Pieces of machinery have been abandoned, reiterating the long-term abandonment of the Data Center (Figures 16 and 17). This building is evidently unwholesome and untenable (Figure 18).

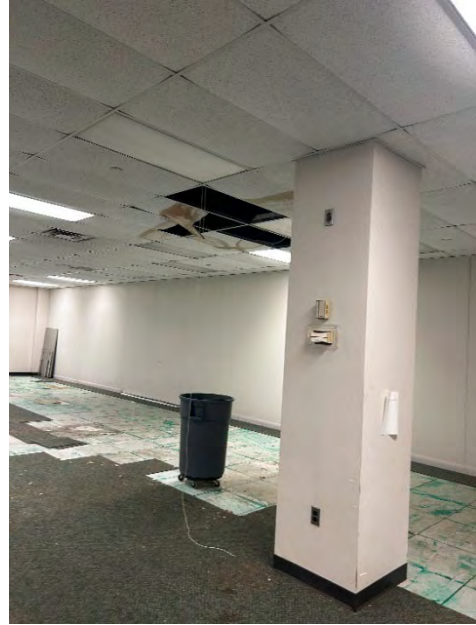


Figure 14 (Left) – Open concept floor plan of the old Data Center.
Figure 15 (Right) – Damaged ceiling and floor tiles and loose wiring within Building 230.



Figures 16 and 17 – Remnants of old computing machinery left behind.



Figure 18 – Damaged floor tiles and wrapped column within the old Data Center.

Remaining Office Spaces

Building 180

The remaining buildings within the southern section of the complex demonstrate a similar degree of vacancy and deterioration to the old Data and Money Centers. These wide-open spaces present tiles and columns affected by water damage (Figure 19). Inactive light fixtures with exposed wiring remain in the building (Figure 20), and mechanical equipment has haphazardly been exposed within the entrance hallway (Figure 21).



*Figure 19 (Left)– Evidence of water damage within the ceiling tiles in Building 180.
Figure 20 (Right) – Inactive light fixtures left abandoned.*



Figure 21 – Exposed piping and meters within the hallway of Building 180.

Buildings 150 and 175

Buildings 150 and 175 demonstrate similar conditions to the other office spaces throughout the complex (Figure 22). These spaces include old air conditioning units hanging from the ceiling (Figure 23) and several instances of exposed wiring (Figure 24). Water damage is apparent within the ceiling tiles and floorboards. A deteriorating column was observed in an old computing room (Figure 25). Further evidence of disuse of the spaces is apparent in the vintage timecard machines (Figure 26).



Figure 22 – Vacant office space, formerly an Exceptions Department for Wells Fargo.



Figure 23 (Left) – Remains of an old air conditioning unit, plugged haphazardly into the ceiling.
Figure 24 (Right) – Exposed wiring from an old thermometer.



Figure 25 (Left) – Damaged column within an old computing room.
Figure 26 (Right) – Vintage timecard machine within an abandoned office space.

Former Kitchen

At its peak occupancy, the complex contained a fully operating kitchen to serve its employees (Figure 27). The kitchen has not operated for years, following the complex's reduction of on-site employees. This lack

of occupancy is evident in the space's inactive appliances and abandoned furniture (Figure 28). Rust and mold have begun to accumulate around old wires and outlets (Figure 29), and animal droppings were observed throughout the kitchen area (Figures 30 and 31). These spaces present unsanitary and unwholesome conditions.



*Figure 27 (Left) – Former food preparation area to service the complex's employees.
Figure 28 (Right) – Abandoned appliances within the kitchen.*



*Figure 29 (Left) – Rusted and exposed wiring within the kitchen.
Figure 30 (Middle)– Evidence of animal droppings within on the kitchen floor.
Figure 31 (Right) – Evidence of animal droppings on a windowsill in a kitchen storage room.*

Site Exterior

The complex is serviced by an exterior utility/boiler room (Figures 32 and 33), and a network of generators (Figures 34 and 35). The utility building was constructed at the time of the original office building, and is accessed by a driveway from the Fidelity Plaza roadway. Several parking areas within this section of the Study Area remained empty (Figure 36), even in the middle of the workday. The exterior grounds are seen in Figures 37 and 38.



Figure 32 (Left) and Figure 33 (Right) – Separate Boiler room to service the complex of buildings.



*Figure 34 (Left) – New generator to service the complex.
Figure 35 (Right) – Old generators which serviced the complex.*



*Figure 36 (Left) – Empty parking lot within the southwestern section of the Study Area.
Figure 37 (Right) – Landscaped grounds of the entrance to Building 100.*



Figure 38 – Entry drive along the main entrance to Building 100.

Overall Complex Evaluation

As evidenced by the photographs above taken on May 2, 2024, the building complex satisfies LRHL criterion 'a' as containing substandard, unsafe, and dilapidated structures which are not conducive to wholesome living or working conditions. Its extensive vacancies and the visible lack of interior upkeep have caused many spaces to deteriorate and become increasingly unfit for tenants. In many instances, the pictures contained in this report speak for themselves. Most, if not all, of the buildings demonstrate signs of dilapidation that include leaks, exposed wiring, unsettled flooring, animal droppings, and general disrepair.

The visual evidence is reinforced by the past fire code enforcement violations, which include repeated violations for improper maintenance of fire-rated construction and detection systems, insufficient emergency lighting, and degrading ceiling tiles. These speak directly to unwholesome living conditions.

The facility is also largely obsolete for its intended purpose. Advancements in computer programming within the past two decades eventually rendered the site's Data Center (i.e., Building 230) inadequate.

Similar trends can be observed within the former Money Center (i.e., Building 210). These subsequently higher operating costs caused Wells Fargo to vacate most of the site during the 2010s, as outlined above.

The pictures contained in this report and the 30 fire code violations that have been issued for the Study Area complex since December of 2012 (see greater detail in Appendix G) demonstrate that there is substantial evidence to support a designation under criterion “a”.

As of the writing of this Redevelopment Study, all buildings within the complex besides Building 100 have more vacant tenant spaces than occupied spaces (i.e., the vacancy rate exceeded 50%) for nearly a decade or more. According to the property manager, significant relocations of Wells Fargo employees from the site took place throughout the early 2010s, which led to the present vacancy rate of approximately 80% for the Study Area. This significant reduction in tenants and increase in vacancy is further reiterated in the property’s assessment history (see Appendix B). According to sales history data, the property’s assessment on March 31, 2008, was \$16,200,000. At the time of its next sale, on July 14, 2020, the value had decreased to \$5,641,000 (a 65% reduction).

As a majority of the complex has been vacant for well over two years, there is also substantial evidence to support a designation under criterion “b”.

Block	Lot(s)	Location	Designation Recommendation
143	24.06	100-230 Fidelity Plaza	a and b

CONCLUSION

The figures listed above unveil the complex’s degenerative conditions. Extensive deterioration is evident in unsettled floorboards, animal droppings, dilapidated ceilings because of water damage, and exposed wiring and piping. The complex received a total of 30 fire code violations in 12 years, several of which were repeated infractions. This visual and recorded evidence of substandard conditions is extensive, thus establishing the relevance of criterion “a” of the LRHL.

The substandard and dilapidated conditions that qualify the Area under criterion “a” are reinforced by significant vacancies within the whole complex for a period of at least two years. The discontinuance of the use of the complex is evident in its 2024 occupancy rate between 20% and 23%. A comparable occupancy rate has been valid for the site since 2015, when a significant number of Wells Fargo employees vacated the complex. Within a complex offering around 300,000 square feet of tenantable space, the occupied area has not exceeded 70,000 square feet for nearly 10 years. Therefore, criterion “b” is satisfied with substantial evidence that the substantial vacancy threshold and duration have been met.

APPENDICES

Appendix A: Township of North Brunswick Council Resolution

Appendix B: Deed and Tax Assessment Records

Appendix C: North Brunswick Tax Map Sheets 52, 67, and 68

Appendix D: North Brunswick Township Planning Records for Block 143, Lot 24.06

Appendix E: Historic Floor Plans

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Appendix G: North Brunswick Township Fire Records for Block 143, Lot 24.06

APPENDIX A: TOWNSHIP OF NORTH BRUNSWICK COUNCIL RESOLUTION

A RESOLUTION AUTHORIZING AND DIRECTING THE PLANNING BOARD OF THE TOWNSHIP OF NORTH BRUNSWICK TO UNDERTAKE A PRELIMINARY INVESTIGATION TO DETERMINE WHETHER THE PROPERTY KNOWN AS FIDELITY PLAZA, BLOCK 143 LOT 24.06, MEETS THE STATUTORY CRITERIA FOR "AN AREA IN NEED OF REDEVELOPMENT NON-CONDEMNATION" PURUSANT TO LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1 ET. SEQ.

WHEREAS, the Township Council of the Township of North Brunswick wishes to direct the Planning Board to undertake a preliminary investigation to determine whether the property currently known as Fidelity Plaza, Block 143 Lot 24.06, the "Study Area", qualifies as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et. seq., (the 'Redevelopment Law'); and

WHEREAS, the Redevelopment Law provides a mechanism to empower and assist the local government in its efforts to promote programs of redevelopment; and

WERHEAS, the Redevelopment Law sets forth a specific procedure for establishing an area in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, prior to the Governing Body making a determination as to whether the Study Area qualifies as an area in need of redevelopment non-condemnation, the Governing Body must authorize the Planning Board, by Resolution, to undertake a preliminary investigation to determine whether the area meets the criteria of an area in need of redevelopment set forth in N.J.S.A. 40A:12A-5; and

NOW, THEREFORE, BE IT RESOLVED on this 18th day of September, 2023, by the Township Council of the Township of North Brunswick, County of Middlesex, State of New Jersey, that it hereby directs and authorizes the Planning Board to determine whether the property known as Fidelity Plaza, Block 143 Lot 24.06, qualifies as a non-condemnation area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et. seq.

BE IT FURTHER RESOLVED, that prior to the public hearing on the matter, the Planning Board shall prepare a map showing the boundaries of the Study Area and the location of the property included therein, and appended to the map shall be statement setting forth the basis for the investigation; and

BE IT FURTHER RESOLVED, that the Planning Board shall specify a date for and give notice of the hearing for the purpose of hearing persons who are interested in or would be affected by the determination of the Study Area as an area in need of redevelopment; and

BE IT FURTHER RESOLVED, that the hearing notice shall set forth the general boundaries of the Study Area and state that a map has been prepared and can be inspected at the office of the Township Clerk, and that a copy of the notice shall be published in an official newspaper as previously designated by the Governing Body, once a week for two consecutive weeks, and the last publication shall not be less than ten (10) days prior to the date set for the

hearing, and that a copy of the notice shall be mailed ten (10) days prior to the date set for the hearing to property owners of each parcel of property within the Study Area, and within 200' of the Study Area, according to the assessment records of the Township of North Brunswick, as well as persons at their last known address, if any, whose names are noted on the assessment records as claimants of an interest of any such parcel; and

BE IT FURTHER RESOLVED, that the Planning Board shall hear all persons who are interested in or would be affected by a determination that the Study Area qualifies under the redevelopment criteria and that all objections to such determination and evidence in support of those objections, given orally or in writing, shall be received and made part of the public records; and

BE IT FURTHER RESOLVED, that the Planning Board shall submit its findings and recommendations to the Township Council in the form of a resolution with supporting documentation.

RECORDED VOTE

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
HUTCHINSON	A			
GUADAGNINO	✓			
ANDREWS	✓			
DAVIS	✓			
SOCIO	✓			
MEHTA	✓			
MAYOR WOMACK				

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Council of North Brunswick at a meeting duly held on the 18th day of September 2023.

Handwritten signature of Rowan H. Gordon

Rowan H. Gordon
APPROVED AS TO LEGAL FORM

Handwritten signature of Lisa Russo

Lisa Russo, Township Clerk

Handwritten signature of C. M. Ariz

APPENDIX B: DEED AND TAX ASSESSMENT RECORDS

Owner Information	
Name	Spg 100 Fidelity Plaza Llc
Street	100 Front St Ste 350
City&State	West Conshohocken, PA
Zip	19428

Sales Information	
Date	04/20/2023
Deed Book	19197
Deed Page	01899
Price	\$14,840,000
Assessment	\$5,591,000
Property Use Code	560
SR1A NU Code	24

Sales History		
Date	Price	Assessment
07/14/2020	\$1	\$5,641,000
03/31/2008	\$10	\$16,200,000
09/22/2004	\$12,978,624	\$16,734,800
10/13/1999	\$77,500	\$26,595,000
03/07/1980	\$10,200,000	

Assessment History				
Year	Class	Land Value	Improvement	Net
2024	4A	\$4,760,000	\$831,000	\$5,591,000
2023	4A	\$4,760,000	\$831,000	\$5,591,000
2022	4A	\$4,760,000	\$831,000	\$5,591,000
2021	4A	\$4,760,000	\$831,000	\$5,591,000

Exempt Property Information	
EPL Code	
Facility	
Initial Filing Date	
Further Filing Date	
Exempt Statute	

Property Information	
Last Updated	08/29/2023
Municipality	North Brunswick Township
Block	143
Lot	24.06
Qualifier	
Property Location	100 Fidelity Plaza-Rt1
Property Class Code	4A
Building Description	WACHOVIA PLAZA
Year Built	1967
Building SqFt	0
Land Description	87.03 AC
Acreage	87
Additional Lots 1	
Additional Lots 2	
Map Page	52
Zoning	OR
Old Block	00143
Old Lot	00024 05
Old Qualifier	
Land Value	\$4,760,000
Improvement Value	\$831,000
Exemption Amount #1	
Exemption Amount #2	
Exemption Amount #3	
Exemption Amount #4	
Net Tax Value	\$5,591,000



**Middlesex County
Document Summary Sheet**

DEED - REGULAR	Type		DEED - REGULAR			
	Consideration		\$14,840,000.00			
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date		04/20/2023			
	Reference Info					
	Book ID		Book	Beginning Page	Instrument No.	Recorded/File Date
	GRANTOR		Name		Address	
			NORTH BRUNSWICK BUSINESS PARK LLC		371 HOES LANE, SUITE 201, PISCATAWAY, NJ 08854	
	GRANTEE		Name		Address	
			SPG 100 FIDELITY PLAZA LLC		100 FRONT STREET, SUITE 350, WEST CONSHOHOCKEN, PA 19428	
	Parcel Info					
	Property Type		Tax Dist.	Block	Lot	Qualifier
			NB	143	24.06	NBR

* DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MIDDLESEX COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

Prepared By: Jordan S. Friedman, Esq.

D E E D

This Deed is made on April 20, 2023 and delivered on April 24, 2023

BETWEEN

NORTH BRUNSWICK BUSINESS PARK, LLC

whose address is: 371 Hoes Lane, Suite 201, Piscataway, New Jersey 08854

AND

referred to as the Grantor,

SPG 100 FIDELITY PLAZA LLC

whose address is 100 Front Street, Suite 350, West Conshohocken, Pennsylvania 19428

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 Fourteen Million Eight Hundred Forty Thousand (\$14,840,000.00) Dollars and 00/100. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of North Brunswick, Lot 24.06 in Block 143.

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

Property. The property consists of the land and all the buildings and structures on the land in the Township of North Brunswick, County of Middlesex and State of New Jersey. Being more particularly described as follows: See attached legal description.

Being the same premises which First States Investors DB I SP, L.P. by Deed dated February 18, 2016, recorded March 1, 2016 in the Middlesex County Clerk's Office in Deed Book 6792, Page 448, conveyed unto North Brunswick Business Park, LLC, in fee.

AND BEING the same premises which North Brunswick Business Park, LLC by Subdivision Deed dated July 14, 2020 and recorded July 30, 2020 in the County of Middlesex in Deed Book 17965 page 531, conveyed unto North Brunswick Business Park, LLC, in fee.

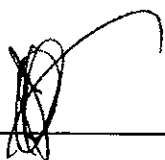
The mailing address is 100 Fidelity Plaza - Rt 1, North Brunswick, New Jersey.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the

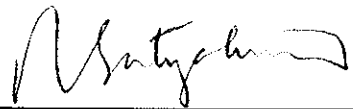
Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as 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 company officers and its corporate seal is affixed.

Witnessed By:



North Brunswick Business Park, LLC


By: 

Satyakumar Bhavanasi, General Partner
of AALKB Family Limited Partnership, the
Sole Member of North Brunswick Business
Park, LLC

STATE OF NEW JERSEY :
:SS.
COUNTY OF MIDDLESEX :

I CERTIFY that on April 10, 2023, Satyakumar Bhavanasi, General Partner, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as General Partner of AALKB Family Limited Partnership, the Sole Member of North Brunswick Business Park, LLC, the entity named in this Deed;
- (c) made this Deed for \$14,840,000.00 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); and
- (d) executed this Deed as the act of the entity.



Jordan S. Friedman, Esq.
Attorney at Law of the State of New Jersey

RECORD & RETURN TO:
Michael A. Brenna, Esq.
Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, New Jersey 08901

DEED DESCRIPTION
PROPOSED LOT 24.06 BLOCK 143
TOWNSHIP OF NORTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

BEGINNING at a point on the southerly line of N.J.S.H. U.S. Route 1 (a variable width right-of-way), said point being distant along said southerly line South 82°00'00" West, 632.50 feet from the intersection of said southerly line with the division line between lands now or formerly of North Brunswick Business Park LLC as described in Deed Book 6792 Page 448 Tract 1 (a.k.a. Block 143 Lot 24.05(f.k.a. Lot 24.04)) and lands now or formerly of Brunswick Circle Development as described in Deed Book 5189 Page 579 (a.k.a. Block 143 Lot 25.01) and running; thence

1. Along said southerly line of N.J.S.H. U.S. Route 1, North Eighty-two Degrees, zero Minutes, zero Seconds East (N 82°00'00" E) a distance of Two Hundred Fifty-nine and 50/100 feet (259.50') to a bend point, therein; thence
2. Along same, South Eight Degrees, zero Minutes, zero Seconds East (S 08°00'00" E) a distance of Eighty-five feet (85.00') to a point of curvature; thence
3. Leaving said sideline of N.J.S.H. U.S. Route 1 and running along a new line through said lands of North Brunswick Business Park LLC, along a curve to the left having a radius of Three Hundred Fifteen and 17/100 feet (315.17'), a central angle of Twenty-seven Degrees, Seventeen Minutes, Fifty-two Seconds (27°17'52"), an arc length of One Hundred Fifty and 16/100 feet (150.16'), and having a chord bearing of South Twenty-one Degrees, Thirty-eight Minutes, Fifty-six Seconds East (S 21°38'56" E) with a chord distance of One Hundred Forty-eight and 74/100 feet (148.74') to a point of compound curvature; thence
4. Still along said new line, along a curve to the left having a radius of Three Hundred Eighty-six and 49/100 feet (386.49'), a central angle of Twenty-seven Degrees, Twenty-eight Minutes, Thirty-five Seconds (27°28'35"), an arc length of One Hundred Eighty-five and 34/100 feet (185.34') having a chord bearing of South Forty-nine Degrees, Two Minutes, Ten Seconds East (S 49°02'10" E) with a chord distance of One Hundred Eighty-three and 57/100 feet (183.57') to a point of reverse curvature; thence
5. Continuing along same, along a curve to the right having a radius of Nine Hundred Ninety-six and 78/100 feet (996.78) a central angle of Twenty-one Degrees, Five Minutes, Eight Seconds (21°05'08"), an arc length of Three Hundred Sixty-six and 83/100 feet (366.83'), and having a chord bearing of South Fifty-two Degrees, Thirteen Minutes, Fifty-three Seconds East (S 52°13'53" E) with a chord distance of Three Hundred Sixty-four and 76/100 feet (364.76') to a point of non-tangency; thence
6. Continuing along same, North Fifty-two Degrees, Eight Minutes, Fifty Seconds East (N 52°08'50" E) a distance of Two Hundred Eighty-one and 14/100 feet (281.14') to a point on the aforementioned division line between North Brunswick Business Park LLC and Brunswick Circle Development; thence
7. Along said division line, South Thirty-seven Degrees, Fifty-one Minutes, Ten Seconds East (S 37°51'10" E) a distance of Nine Hundred Twenty-six and 57/100 feet (926.57') to a point on a non-tangent curve being the northwesterly line of N.J.S.H. U.S. Route 130 (a variable width right-of-way); thence
8. Along said northwesterly line, along a curve to the right having a radius of Three Thousand Six Hundred Ninety-nine and 15/100 feet (3,699.15'), a central angle of Seven Degrees, Twenty-five Minutes, Forty-six Seconds (07°25'46"), an arc length of Four Hundred Seventy-nine and 67/100 feet (479.67'), and having a chord bearing of South Thirty-one Degrees, Seventeen Minutes, Fifty-eight Seconds West (S 31°17'58" W) with a chord distance of Four Hundred Seventy-nine and 33/100 feet (479.33') to a point of tangency; thence
9. Continuing along same, South Thirty-four Degrees, Forty-eight Minutes, Three Seconds West (S 34°48'03" W) a distance of One Hundred Eighty-seven feet (187.00') to a point; thence
10. Along the rear line of lots fronting on Otis Road, North Thirty-seven Degrees, Forty-nine Minutes, Forty-five Seconds West (N 37°49'45" W) a distance of Six Hundred Eighty-six and 12/100 feet (686.12') to a concrete monument found; thence

11. Along the rear line of lots fronting on Revere Road, South Forty-four Degrees, Three Minutes, Fifteen Seconds West (S 44°03'15" W) a distance of Five Hundred Ninety-seven and 13/100 feet (597.13') to a concrete monument found; thence
12. Continuing along said rear line of lots fronting on Revere Road and then along the rear line of lots fronting on Williamson Road, South Forty-four Degrees, Thirteen Minutes, Fifteen Seconds West (S 44°13'15" W) a distance of One Thousand Four Hundred Ninety-six and 88/100 feet (1,496.88') to a concrete monument found; thence
13. Along the rear line of lots fronting on Sherman Road, North Thirty-nine Degrees, Five Minutes, Fifteen Seconds West (N 39°05'15" W) a distance of Six Hundred Twenty and 73/100 feet (620.73') to a point; thence
14. Continuing along same, South Fifty-six Degrees, Thirty-three Minutes, Thirty Seconds West (S 56°33'30" W) a distance of Eight and 78/100 feet (8.78') to a point on the easterly line of lands now or formerly of the Board of Education as described in Deed Book 2795 Page 510; thence
15. Along said lands, North Thirty-nine Degrees, zero Minutes, zero Seconds West (N 39°00'00" W) a distance of Seventeen and 41/100 feet (17.41') to a point of curvature marked by a concrete monument; thence
16. Along same, along a curve to the right having a radius of Two Hundred feet (200.00'), a central angle of Thirty-eight Degrees, Fifty-two Minutes, zero Seconds (38°52'00"), an arc length of One Hundred Thirty-five and 67/100 feet (135.67'), and having a chord bearing of North Nineteen Degrees, Thirty-four Minutes, zero Seconds West (N 19°34'00" W) with a chord distance of One Hundred Thirty-three and 8/100 feet (133.08') to a point of tangency; thence
17. Continuing along same and also running along the easterly line of lands now or formerly of Society Hill Condo Association as described in Deed Book 3261 Page 351, North zero Degrees, Eight Minutes, zero Seconds West (N 00°08'00" W) a distance of One Thousand Seven Hundred Eight and 80/100 feet (1,708.80') to a point of curvature; thence
18. Continuing along said lands of Society Hill Condo Association, along a curve to the left, having a radius of Two Hundred feet (200.00'), a central angle of Thirty-six Degrees, Fifty-two Minutes, One Second (36°52'01"), an arc length of One Hundred Twenty-eight and 69/100 feet (128.69'), and having a chord bearing of North Eighteen Degrees, Thirty-four Minutes, Two Seconds West (N 18°34'02" W) with a chord distance of One Hundred Twenty-six and 48/100 feet (126.48') to a capped iron found on the aforementioned southerly line of NJ.S.H. U.S. Route 1; thence
19. Leaving said southerly line and running along a parcel known as Block 143 Lot 24.03 (which encompasses a turning lane ramp) South Sixty-two Degrees, Fifty-four Minutes, Fourteen Seconds East (S 62°54'14" E) a distance of Eighty-seven and 58/100 feet (87.58') to a bend point therein; thence
20. Continuing along same, South Fifty-four Degrees, zero Minutes, zero Seconds East (S 54°00'00" E) a distance of One Hundred Fifty-seven and 84/100 feet (157.84') to a bend point therein; thence
21. Continuing along same, North Eighty-two Degrees, zero Minutes, zero Seconds East (N 82°00'00" E) a distance of One Hundred Twenty-seven feet (127.00') to a bend point therein; thence
22. Continuing along same, North Eight Degrees, zero Minutes, zero Seconds, West (N 08°00'00" W) a distance of One Hundred Twenty-five and 6/100 feet (125.06') to a bend point therein; thence
23. Continuing along same, North Twelve Degrees, Fifty-three Minutes, Fifty-two Seconds East (N 12°53'52" E) a distance of Thirty-seven and 40/100 feet (37.40') to a point on the aforementioned southerly line of NJ.S.H. U.S. Route 1; thence

24. Along said southerly line, North Eighty-two Degrees, zero Minutes, zero Seconds East (N 82°00'00" E) a distance of Two Hundred Thirty-nine and 18/100 feet (239.18') to other lands now of formerly of North Brunswick Building Park LLC (a.k.a. Block 143 Lot 24.02); thence
25. Along the westerly line of said lands, South Eight Degrees, zero Minutes, zero Seconds East (S 08°00'00" E) a distance of Four Hundred Twenty-eight and 41/100 feet (428.41') to a point; thence
26. Along the southerly line of said lands, North Eighty-two Degrees, zero Minutes, zero Seconds East (N 82°00'00" E) a distance of Six Hundred Forty feet (640.00') to a point; thence
27. Along the easterly line of said lands, North Eight Degrees, zero Minutes, zero Seconds West (N 08°00'00" W) a distance of Four Hundred Twenty-eight and 41/100 feet (428.41') to a point on the aforementioned southerly line of NJ.S.H. U.S. Route 1 being the point and place of BEGINNING.

CONTAINING 3,790,929 square feet or 87.028 acres of land more or less.

THIS description is prepared in accordance with a certain map entitled "Minor Subdivision, Campus Pointe 100 Fidelity Plaza, Block 143 Lot 24.04 (Changed to Lot 24.05), Township of North Brunswick, Middlesex County, New Jersey" dated March 15, 2018 and revised on July 6, 2018, Project NOBRPRV17.010 as prepared by Neglia Engineering Associates.

State of New Jersey Seller's Residency Certification/Exemption

Seller's Information

Name(s)
North Brunswick Business Park, LLC

Current Street Address
371 Hoes Lane, Suite 201

City, Town, Post Office
Piscataway

State
NJ

ZIP Code
08854

Property Information

Block(s)
143

Lot(s)
24.06

Qualifier

Street Address
100 Fidelity Plaza

City, Town, Post Office
North Brunswick

State
NJ

ZIP Code
08902

Seller's Percentage of Ownership 100	Total Consideration \$14,840,000.00	Owner's Share of Consideration \$14,840,000.00	Closing Date 4/24/2023
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Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is 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 an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, (1031) or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

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 may 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. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

04/20/2023

[Signature]

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Middlesex } SS. County Municipal Code 1214

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

MUNICIPALITY OF PROPERTY LOCATION North Brunswick

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

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

Deponent, Satyakumar Bhavanasi, being duly sworn according to law upon his/her oath,
deposes and says that he/she is the Legal Representative in a deed dated April 24, 2023 transferring
real property identified as Block number 143 Lot number 24.06 located at
100 Fidelity Plaza, North Brunswick, New Jersey and annexed thereto.

(2) CONSIDERATION \$14,840,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred in Class (4A) 4B 4C (circle one). If property transferred in Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$5,591,000.00 + .4083 % = \$13,693,363.00
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

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). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

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. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over.
B. BLIND PERSON Grantor(s) legally blind or;
DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
One or two-family residential premises. Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

- C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.
Affordable according to H.U.D. standards. Reserved for occupancy.
Meets income requirements of region. Subject to resale controls.

- (6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.
Entirely new improvement. Not previously occupied.
Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

- (7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.
No prior mortgage assumed or to which property is subject at time of sale.
No contributions to capital by either grantor or grantee legal entity.
No stock or money exchanged by or between grantor or grantee legal entities.

- (8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED. (Instruction #16 on reverse side)
Intercompany transfer between combined group members as part of the unitary business
Combined group NU ID number (Required)

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 20th day of April, 2024

Jordan S. Friedman Esq.
Attorney at Law of the State of New Jersey

Signature of Deponent
371 Hoos Lane, Suite 201, Piscataway, NJ 08854

North Brunswick Business Park,
Grantor Name
371 Hoos Lane, Suite 201
Piscataway, NJ 08854
Grantor Address at Time of Sale

Deponent Address
Last three digits in Grantor's Social Security Number XXX-XX-X 043
Name/Company of Settlement Officer

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

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 231
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: https://www.state.nj.us/treasury/taxation/tp/tocaltax.shtml

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY PENNSYLVANIA

COUNTY MONTGOMERY
MUNICIPALITY OF PROPERTY LOCATION NORTH BRUNSWICK

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by buyer \$
Date By

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)
Deponent, Erin Plourde, being duly sworn according to law upon his/her oath,
deposes and says that he/she is the Vice President of Grantee in a deed dated April 24, 2023 transferring real property
real property identified as Block number 143 Lot number 24.06 located at
100 Fidelity Plaza, North Brunswick and annexed thereto.

(2) CONSIDERATION \$ 14,840,000.00 (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

- (A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.
Class 2 - Residential
Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
Class 4A - Commercial properties (if checked, calculation in (E) required below)
Cooperative unit (four families or less) (See C. 46:8D-3.) Cooperative units are Class 4C.

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.

- Property class. Circle applicable class or classes: 1 3B 4B 4C 15
Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.
Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4.
Intercompany transfer between combined group members as part of the unitary business (See Instruction #13 on reverse side) List the Combined group NU ID number (Required)

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

- Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY

Table with 4 columns: Property Class, Total Assessed Valuation, Director's Ratio, Equalized Valuation. Row 1: 4A, \$ 5,591,000, 40.83 %, \$ 13,693,363

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Value
\$ 5,591,000 + 40.83 % = \$ 13,693,363

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 20 day of APRIL, 2023. Lorraine Daly, Erin Plourde, SPG 100 FIDELITY PLAZA LLC

Commonwealth of Pennsylvania - Notary Seal
Lorraine Daly, Notary Public
Montgomery County
My commission expires May 16, 2025
Commission number 1034869
Member, Pennsylvania Association of Notaries

c/o Seagis Property Group LP
100 Front Street, Suite 350
West Conshohocken, Pennsylvania 19428
Deponent Address

SPG 100 FIDELITY PLAZA LLC
Grantee Name
c/o Seagis Property Group LP
100 Front Street, Suite 350
West Conshohocken, Pennsylvania 19428
Grantee Address at Time of Sale

Land Services USA, Inc.
Name/Company of Settlement Officer

County recording officers: forward one copy of each RTF-1EE to:

STATE OF NJ - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

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

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit www.state.nj.us/treasury/taxation/tp/localtax.shtml.

Block: **143** Bldg: MUSEUM
 Lot: **24.02** Lot: 6.50 AC
 Qual: Addl:
 Card: **M**

Owners Name: NORTH BRUNSWICK BUSINESS PARK LLC
 Street Address: 1551 S WASHINGTON AV 402A
 City & State: PISCATAWAY NJ 08854
 Property Loc: 100 FIDELITY PLAZA-RT 1

Land: **551,000**
 Impr: **200,000**
 Total: **751,000**
 Class: **4A**

Exemption Code: **1214 cama**
 Value: **751,000**
 Net Taxable Value

BUILDING PERMITS					ASSESSMENT HISTORY				SALE HISTORY				
Date	Description	Amount	Compl Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price	Nu	
07/25/18	ALT RENO 1ST/2ND FL BTHRMS	119,500	00/00/00	0					FIRST FIDELITY BANK-REAL ESTATE	02/05/90	2,550,000		
02/08/18	INT ALT OFFICE SPACE	78,000	00/00/00	0					FIRST STATES INVENST% 1ST AM RE SVC	09/22/04	12,978,624		
									FIRST STATES INVS %GRAMMERCY REALTY	03/25/08	10	25	
										02/18/16	5,092,500		
LAND CALCULATIONS					SITE INFORMATION				RESIDENTIAL COST APPROACH				
UNIT METHOD: UNIT:3.51 RATE: SITE:737000 NC:100 737,000					Map: 52	Neigh: C001	Util: YES						
					Zone: OR	VCS:	Road: PAVED						
					Acres: 6.305	Auto: N	Topo: LEVEL						
SKETCH					BLDG INFORMATION				PHYSICAL DEPR: 0.00% ECONOMIC DEPR: 0.00% BASE COST: 0				
2016 APPEAL					Year Built:	Type/Use:			FUNCTIONAL DEPR: 0.00%CCF: 1.15 MAIN BLDG: 0				
2.80 WETLANDS -- LOI EXP 2020					Eff Age:	Style:			BUILDING 300 - MUSEUM 0				
					Bldg Cla:	Ext Siding:			1S MAS 26,484SF 200,000				
					Num Units:	Roof Type:			Land: 737,000 Impr: 200,000 Total: 937,000				
					Condition:	Roof Matl:							
					Int Cond:	Foundation:							
					Story Ht:	Fndtn Const:							
					Row/End:	Heat Source:							
					Garage:	Livable Area:							
						0							
					Room Count	B	1	2	3	T			
					BEDROOMS:	0	0	0	0	0			
					FULL BATH:					0			
					HALF BATH:					0			
					KITCHEN:	0	0	0	0	0			
					LIVING RM:	0	0	0	0	0			
					DINING RM:	0	0	0	0	0			
					FAMILY RM:	0	0	0	0	0			
					OTHER:	0	0	0	0	0			
					Condition	Modern			Avg		Old		
					KITCHEN:								
					BATH:								
					Insp	Id	Reason	By	Results				
					Map Page: 143								
					Routing: 24.2								
									12/19/18				



TOWNSHIP OF NORTH BRUNSWICK
 710 HERMANN ROAD
 NORTH BRUNSWICK, NJ 08902
 (732) 247-0922
 (732) 289-3148

TAX ASSESSOR EXT. 465

NORTH BRUNSWICK BUSINESS PARK
 1551 S WASHINGTON AVE 402A
 PISCATAWAY, NJ 08854

December 14, 2018

RE: Block 143 Lot(s) 24.02 & 24.05
100 & 300 Fidelity Plaza

Dear Taxpayer:

As a result of a DOT Taking & Wetlands on the above property(s) new property identifiers and assessments have been developed. The new property identifiers for the 2019 Tax Year will be as follows:

Current				New			
Property ID	Assessed Value			Property ID	Assessed Value		
143 24.02	Land 401,000			143 24.02	Land 350,000		
	Impr 365,000				Impr 365,000		
	Total 766,000				Total 715,000		
Property ID	Assessed Value			Property ID	Assessed Value		
143 24.04	Land 4,910,000			143 24.05	Land 4,491,000		
	Impr 881,000				Impr 881,000		
	Total 5,791,000				Total 5,791,000		
Property ID	Assessed Value			Property ID	Assessed Value		
143 24.03	Land 70,000			Delete Lot	Land 0		
	Impr 0				Impr 0		
	Total 70,000				Total 0		

Please contact this office at the above number if you have any questions or comments.

Sincerely,

Dianne Walker
 Assessor
 North Brunswick Township

TOWNSHIP OF NORTH BRUNSWICK
710 HERMANN ROAD
NORTH BRUNSWICK, NJ 08902
(732) 247-0922
(732) 214-8812

TAX ASSESSOR EXT. 465

December 2016

NORTH BRUNSWICK BUSINESS PARK LLC
1551 S WASHINGTON AV 402A
PISCATAWAY NJ 08854

RE: BLOCK 143 LOT 24.02
100 FIDELITY PLAZA-RT 1

Dear Taxpayer,

Due to a(n) Subdivision your assessment will be changed for the 2017 Tax Year. Your 2016 assessment was: **0**. Your new assessment will be as follows:

Land: 401000
Bldg: 350000
Total: 751000

The difference in assessment will be: **751000**

If you have any questions, please contact the above number for assistance. If you disagree with this assessment, you may file an appeal with the Middlesex County Tax Board between February 1, 2017 and April, 1 2017.

PLEASE SEE THE FOLLOWING WEBSITE FOR ALL APPEAL INFORMATION AND FORMS:
www.co.middlesex.nj.us/Government/Departments/Finance/Pages/OfficeTaxBoard.aspx

Please be advised that the tax adjustment for the entire year as a result of this change will be billed or credited on the third and fourth quarters of your 2016 tax bill.

Sincerely,

North Brunswick
Tax Assessor

ADDL LOTS

REQUEST BY: Taxpayer TAX MAP PAGE 52
 TAX YEAR 2017

ADDL LOTS FOR BILLING REVERSE
 CURRENT

BLOCK	LOT	QUAL	OWNER/LOCATION	SIZE	CLASS	LAND	BLDG	TOTAL
			NORTH BRUNSWICK BUSINESS PARK LLC	92.25	4A	9667800	1,096,200	10,764,000
143	24.04		100 FIDELITY PLAZA-RT 1	0.97	1	0	-	-
	24.03		Addl to 24.04	6.50	4A	0	-	-
	24.02		Addl to 24.04				-	-
							-	-
							-	-
							-	-
							-	-
							-	-
				99.72		9,667,800	1,096,200	10,764,000

NEW

BLOCK	LOT	QUAL	OWNER/ PROP LOCATION	SIZE	CLASS		BLDG	TOTAL
			NORTH BRUNSWICK BUSINESS PARK LLC					
143	24.02		100 FIDELITY PLAZA-RT 1	6.50	4A	401000	350,000	751,000
	24.03		100 FIDELITY PLAZA-RT 1	0.97	1	70000	-	70,000
	24.04		100 FIDELITY PLAZA-RT 1	92.25	4A	6920000	896,000	7,816,000
						7,391,000	1,246,000	8,637,000

ENT COMP
 ENT TAX BK
 COPY - FILE
 COLL
 SUBDIV BK
 ENGINEER NO

DW 11/1/2016



Block: **143** Bldg: BRIGHT HORIZONS Owners Name: NORTH BRUNSWICK BUSINESS PARK LLC Land: **551,000** Exemption Net Taxable Value
 Lot: **24.02** Lot: 6.50 AC Street Address: 1551 S WASHINGTON AV 402A Impr: **200,000** Code:
 Qual: Addl: City & State: PISCATAWAY NJ 08854 Total: **751,000** Value: **751,000**
 Card: **M** Property Loc: 100 FIDELITY PLAZA-RT 1 Class: **4A** **1214 cama**

BUILDING PERMITS					ASSESSMENT HISTORY				SALE HISTORY					
Date	Description	Amount	Compl	Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price	Nu	
						2015	0	0	0		02/05/90	2,550,000		
						2013	0	0	0	FIRST FIDELITY BANK-REAL ESTATE	09/22/04	12,978,624		
										FIRST STATES INVST% 1ST AM RE SVC	03/25/08	10	25	
										FIRST STATES INVS %GRAMMERCY REALTY	02/18/16	5,092,500		
LAND CALCULATIONS					SITE INFORMATION				RESIDENTIAL COST APPROACH					
UNIT METHOD: UNIT:6.31 RATE: SITE:737000 NC:100 737,000					Map:	Neigh:	Util:							
					52	C001	YES							
					Zone:	VCS:	Road:							
					OR		PAVED							
					Acres:	Auto:	Topo:							
					6.305	N	LEVEL							
SKETCH					BLDG INFORMATION									
2016 APPEAL					Year Built:	Type/Use:								
					Eff Age:	Style:								
					Bldg Cla:	Ext Siding:								
					Num Units:	Roof Type:			PHYSICAL DEPR: 0.00% ECONOMIC DEPR: 0.00% BASE COST: 0					
					Condition:	Roof Matl:			FUNCTIONAL DEPR: 0.00%CCF: 1.15 MAIN BLDG: 0					
					Int Cond:	Foundation:			661 - BRIGHT HORIZONS DAY CARE CTRE 0					
					Story Ht:	Fndtn Const:			1S MAS 14859SF 12-14' 20,000					
					Row/End:	Heat Source:								
					Garage:	Livable Area:			Land: 737,000 Impr: 20,000 Total: 757,000					
										0				
					Room Count	B	1	2	3	T				
					BEDROOMS:	0	0	0	0	0				
					FULL BATH:									
					HALF BATH:									
					KITCHEN:	0	0	0	0	0				
					LIVING RM:	0	0	0	0	0				
					DINING RM:	0	0	0	0	0				
					FAMILY RM:	0	0	0	0	0				
					OTHER:	0	0	0	0	0				
					Condition	Modern Avg Old								
					KITCHEN:									
					BATH:									
					Insp	Id	Reason	By	Results					
					Map Page:	143								
					Routing:	24.2								
									09/28/16					
									PHOTO					
														

Block: 143	Land Desc: 6.31 AC	Owners Name: FIRST STATES INVENSTORS DBI SP LP	Land: 0	Exemption:	Net Taxable Value:	Deductions:
Lot: 24.02	Bldg Desc: WACHOVIA MUSEUM	Street Address: ASSD WITH B143 L24.04	Impr: 0	Code:		Cd No-Ow:
Qual:	Addl Lots:	City & State: XXXXXXXXXXXXXXXXXXXXXXXX NJ 00000	Total: 0	Value: 0	0	
Card: M (#1 of 1)	Acreage: 6.305	Class: 4A	Property Loc: US ROUTE 1	Zone: OR	Map: 52	NORTH BRUNSWICK

SALES HISTORY											ASSESSMENT HISTORY				BUILDING PERMITS/REMARKS			
Grantor	Date	Book/Page	Price	Nu#	Year	Land	Impr	Total	Date	Work Description	Amount	Compl.						
FIRST STATES INVENST% 1ST AM R	03/25/08	5938 /332		10 25	2007	0	0	0										
FIRST FIDELITY BANK-REAL ESTAT	09/22/04	5404 /854	12978624		2008	1000000	1000000	2000000										
	02/05/90	3835 /734	2550000															

LAND CALCULATIONS										SITE INFORMATION				RESIDENTIAL COST APPROACH		
Frnt	Rr	SB	T	FF	Avgd	Tabl	EqF	Rate	Site	Cond	Value	Road:	Utilities:	Basement		
												PAVED	Sewer: YES			
												Curbs:	Water: YES	Main Bldg		
												Sidewalk:	Gas: YES			
												Measured:	Topo:			
												Inspected:	LEVEL			
													Neigh: C001			
													VCS:			

LAND CALCULATIONS										RESIDENTIAL COST APPROACH		
Units	Rate	Site	Cond	Value	Heat/AC							
6.31		1000000	100 100 100	1000000								
					Plumbing							

Net Adj: 100.00 **SF:** 274,630 **Auto:** N **Land Value:** 1,000,000

BUILDING INFORMATION						Fireplace
Type and Use:		Class/Quality:				Attic
Story Height:		Condition:				Deck/Patio
Style:		Year Built/EffA: 1959 / ()				Garage/Misc
Exterior Finish:		Windows:				
Roof Type:		Livable Area: 0 SF				
Roof Material:		Interior Cond:				
Foundation:		Interior Wall:				
Baths: M: A: O:						
Kitchens: M: A: O:						

ROOM COUNT						Base Cost:	CCF:	275 CLA:	0	Cost New:	0
	B	1	2	3/A	Tot	Phys Depr:	0.00 (N)	Func Depr:		Net Depr:	100.00
Living Rm						Loc Depr:		Mkt+:	Mkt-:	Bldg Value:	0
Dining Rm											
Kitchen											
Dinette											
5 Fixt Bath											
4 Fixt Bath											
3 Fixt Bath											
2 Fixt Bath											
Bed Room											
Fam Room											
Den/Other											

Old B: 143	Land: 1,000,000	Impr: 1,000,000	Total: 2,000,000
Old L: 24.2			
	12/08/08		

A:
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M:
N:
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Block: 143 Land Desc: 6.31 AC Owners Name: FIRST STATES INVENST/B WOLFF LP Land: 1,000,000 Exemption Net Taxable Value Deductions
 Lot: 24.02 Bldg Desc: WACHOVIA Street Address: PO BOX 27713 Bank: Impr: 1,000,000 Code: Cd No-Ow
 Qual: Addl Lots: City & State: HOUSTON TX Zip: 77227 Total: 2,000,000 Value: 0 2,000,000
 Card: M (#1 of 1) Acreage: 6.305 Class: 4A Property Loc: US ROUTE 1 Zone: GO Map: 52 NORTH BRUNSWICK

SALES HISTORY										ASSESSMENT HISTORY				BUILDING PERMITS/REMARKS					
Grantor	Date	Book	Page	Price	Lot#	Year	Land	Impr	Total	Date	Work Description	Amount	Comp.						
FIRST FIDELITY BANK-REAL ESTAT	09/22/04	5404	/854	12978624		2000	1000000	1000000	2000000										
	02/05/90	3835	/734	2550000		2001	1000000	1000000	2000000										
LAND CALCULATIONS										SITE INFORMATION				RESIDENTIAL COST APPROACH					
Frnt	Rr	SB	T	FF	Avgd	Tabl	EqF	Rate	Site	Cond	Value	Road:	Utilities:	Basement					
												PAVED	Sewer: YES						
												Curbs:	Water: YES	Main Bldg					
					Units	Rate	Site	Cond	Value			Sidewalk:	Gas: YES						
					6.31		1000000	100	100	100	1000000	Measured:	Topo:						
												Inspected:	LEVEL						
Net Adj:	100.00	SF:	274,630	Auto:	N	Land Value:	1,000,000					VCS:	C001						
BUILDING SKETCH										BUILDING INFORMATION									
										Type and Use:		Class/Quality:		Heat/AC					
										Story Height:		Condition:		Plumbing					
										Style:		Year Built/EffA:							
										Exterior Finish:		Windows:							
										Roof Type:		Livable Area:		Fireplace					
												0 SF							
										Roof Material:		Interior Cond:		Attic					
										Foundation:		Interior Wall:		Deck/Patio					
										Baths: M: A: O:		Kitchens: M: A: O:							
										ROOM COUNT									
											B	1	2	3/A	Tot				
										Living Rm						Base Cost: 0 CCF: 275 CLA: 0 Cost New: 0			
										Dining Rm						Phys Depr: 0.00(N) Func Depr: Net Depr: 100.00			
										Kitchen						Loc Depr: Mkt+: Mkt-: Bldg Value: 0			
										Dinette						Detached Items:			
										5 Fixt Bath						050 - WACHOVIA REGIONAL OFFICES 0			
										4 Fixt Bath						OFF/WHSE 12-14' MAS/1S 26304SF 1,000,000			
										3 Fixt Bath									
										2 Fixt Bath									
										Bed Room									
										Fam Room									
										Den/Other									
										Old B: 143						Land: 1,000,000 Impr: 1,000,000 Total: 2,000,000			
										Old L: 24.2						08/24/06			

A:
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1214

PROCESS DATE 04/11/03

BLK 143 US ROUTE 1
LOT 24.2 6.31 ACRES

FIRST FIDELITY BANK-REAL ESTATE
SALE DATE 020590 PRICE 2550000

CARD 01 OF 01 VCS= CLASS= 4A
ZONE= GO
MAP= 52

---- BUILDING CALCULATIONS ----			
DESCRIPT	UNITS	RATE	QFAC VALUE
REPLACEMENT COST (1975)			0
COST CONVERSION FACTOR			2.75
REPLACEMENT COST NEW			0
NET CONDITION (0000)			1.000
APPRAISED BLDG. VALUE			0
ACCESS/FARM BUILDINGS			0
TOTAL IMPROVEMENT VALUE			0

DRAWING NOT AVAILABLE

* TOTAL LAND VALUE 0

--- FINAL VALUATION SUMMARY ---		
LAND	IMPROVEMENT	TOTAL
0	0	0

** FIXED VALUE OVERRIDE **	LAND	IMPROVE	TOTAL
	1012000	1412000	2424000

1214

PROCESS DATE 10/28/98

BLK 143 U.S. ROUTE 1
 LOT 24.2 6.31 ACRES
 CARD 01 OF 01 VCS= PROP CLS= 4A
 ZONING=
 TAX MAP=

FIRST FIDELITY BANK - REAL ESTATE

---- BUILDING CALCULATIONS ----
 DESCRIPT UNITS RATE QFAC VALUE
 REPLACEMENT COST (1975) 0
 COST CONVERSION FACTOR 2.75
 REPLACEMENT COST NEW 0
 NET CONDITION (0000) 1.000
 APPRAISED BLDG. VALUE 0
 ACCESS/FARM BUILDINGS 0
 TOTAL IMPROVEMENT VALUE 0

DRAWING NOT AVAILABLE

* TOTAL LAND VALUE 0

--- FINAL VALUATION SUMMARY ---
 LAND IMPROVEMENT TOTAL
 0 0 0

** FIXED VALUE OVERRIDE **
 LAND IMPROVE TOTAL
 1262000 1412000 2674000

Owner _____
 Street Address _____

COMMERCIAL BUILDING DATA

Card Code _____ 28 _____
 Building Number _____ 30 _____
 Predominant Shell Type _____ 32 105
 Predominant Use Type 1 = Apt. 2 = Comm. 3 = Indus. See Sec 2 35 _____
 Overall Quality 1 = Low 3 = Average 5 = High 36 _____
 Year Built _____ 37 _____

DEPRECIATION
 Condition 1 = Poor 2 = Fair 3 Normal 4 = Good 5 = Excel. 41 3
 Effective Age in Years _____ 42 19
 100% - (Eff. Age Dep. 10 % Obser. Phys. Cond. _____) = Physical Net Condition 32 45 87
OBsolescence
 100% - (Func. Obsol. _____ % + Econ. Obsol. _____) = Obsol. Net Condition _____ 48 _____
 Physical Net Cond. _____ % x Obsol. Net Cond. _____ = Final Net Condition _____ 51 _____

STRUCTURAL SHELL

Card Code _____ 28 _____
 Structural Shell Type Codes 101 = Lt. Wood Frame 102 = Heavy Timber
 103 = Masonry Load Bearing 104 = Reinf. Conc. 105 Steel 106 = Fireproof Steel 107 = Lt. Steel with Galvanized Steel Exterior 108 = Lt. Steel with Enameled Steel or Aluminum Exterior 109 = Lt. Steel with Insulated Sandwich Panel Exterior 110 = Bsmt. with Conc. Floor 111 = Bsmt. with Wood Floor 112 = Dock High Foundation 123 = Low Quality Service Station 124 = Below Average Quality Service Station 125 = Average Quality Service Station 126 = Above Average Quality Service Station 127 = Good Quality Service Station 133 = Low Quality Specialty Bldg. 134 = Below Average Quality Specialty Bldg. 135 = Average Quality Specialty Bldg. 136 = Above Average Quality Specialty Bldg. 137 = Good Quality Specialty Bldg. 145 = Garden Apartments
 Shell Segment Quality Codes 1 = Low 3 = Average 5 = High

Segmt.	Ql.	Type	Sty/Hgt	Ground Area	Perimeter
30	31	32	35	19680	662
48	49	50	53	6624	62

Card Code	30	31	32	35	38	44
48	49	50	53	56	62	62

Card Code	30	31	32	35	38	44
48	49	50	53	56	62	62

Card Code	30	31	32	35	38	44
48	49	50	53	56	62	62

Segmt.	Ql.	Type	Rate	Apt. Factor	Cost
40	45	762	217444		
40	45	750	72036		

Structural Shell Base Cost 289480

Roof 1-Lt. Wood 2-Heavy Timber 3-Stl. Deck 4-Concrete 5-Galv. Steel 6-Enam. Steel 7-Insul. Panels 8-Precast Conc.

EXTERIOR WALL FINISH

Card Code _____ 28 _____
 Exterior Wall Finish Codes 1 = Grooved Plywood or Equiv. 2 = Wood Siding or Equiv. 3 = Cement Block or Equiv. 4 = Tilt-up Concrete Panels or Equiv. 5 = Common Brick on Block or Equiv. 6 = Face Brick on Wood Sheathing or Equiv. 7 Face Brick on Block or Equiv. 8 = Common Brick on Reinf. Conc. or Equiv. 9 = Face Brick on Reinf. Conc. or Equiv. 10 = Precast Con. Panels with Expose Aggregate or Equiv. 11 = Metal and Glass Curtain Walls or Equiv. 12 = Stone or Equiv. 13 = Limestone or Equiv. 14 = Marble or Equiv. 15 = Polished Granite or Equiv. 16 = Store Front
 Quality Codes 1 = Low 3 = Average 5 = High

Type	Ql.	Wall Area	Rate	W/D Factor	Cost
30	32	7076	600		544560
40	42				
50	52				
60	62				
70	72				

Exterior Wall Total Cost _____

INTERIOR FINISH

Card Code _____ 28 _____
 Interior Finish Codes 1 = Apt. - Avg. Size 300 s.f. 400 s.f. 500 s.f. 600 s.f. 700 s.f. 800 s.f. 900 s.f. 1000 s.f. and over 2 = Apt. Utility Area 3 = Motel or Equiv. 4 = Small Off. or Equiv. 5 = Large Open Offices or Equiv. 6 = Prof. Off. or Equiv. 7 = Clinics or Equiv. 8 = Large Retail Stores or Equiv. 9 = Retail Stores or Equiv. 10 = Banks or Equiv. 11 = Warehouse 12 = Light Mfg. Area 13 = Heavy Mfg. Area
 Quality Codes 1 = Low 2 = Below Average 3 = Average 4 = Above Average 5 High 1000

Gross Apartment Floor Area + Number of Apartment Units = Average Sq. Feet per Apartment _____ 30 _____

Type	Ql.	Floor Area	Rate	Cost
34	36	5624	950	53428
44	46	19680	594	116874
54	56	1000	116	1160
64	66			

Interior Finish Total Cost 171487

HEATING/COOLING

Card Code _____ 28 _____
 Building Use Type Codes 1 = Apt. 2 Comm. 3 = Indus.
 Heating/Cooling Unit Type Codes 1 = Hot Water 2 = Forced Hot Air 3 = Unit Heaters 4 = Central Cooling 5 = Package Cooling 6 Central Combined 7 = Package Combined ALL
 Heating/Cooling Quality Codes 1 = Low 3 = Average 5 = High
 Boiler Present for Type 1 Unit 0 = No 1 = Yes _____ 30 _____

Building Use Code	Ql.	Floor Area	Rate	Cost
31	32	26304	302	79438
42	43			
53	54			

Heating/Cooling Base Cost _____
 Type 1 Boiler Adjustment Factor _____
 Heating/Cooling Predominant Class Quality Factor 135
 Heating/Cooling Adjusted Cost 99298

Industrial Unit Heaters

Number	Rate	Cost
64		
69		
74		

Unit Heaters Total Cost _____

PLUMBING FIXTURES

Card Code _____ 28 _____
 Plumbing Fixture Quality Codes 1 = Low 3 = Average 5 = High

Number	Ql.	Rate	Cost
30	35		
36	9	100	3100
42	47		

Plumbing Total Cost _____

ELECTRICAL INSTALLATION

Light Intensity 1 = Minimum 2 Adequate 3 = Bright _____ 48 _____
 Quality Codes 1 = Low 3 = Average 5 = High

Type	Floor Area	Ql.	Rate	Cost
Apt.	49	56		
Comm.	57	64	300	78912
Ind.	65	72		

Electrical Installation Total Cost _____

SPRINKLER SYSTEM

Card Code _____ 28 _____
 Quality Codes 1 = Low 3 = Average 5 = High

Type	Floor Area	Ql.	Rate	Cost
Apt.	30	37		
Comm.	38	45	70	20780
Ind.	46	53		

Sprinkler System Base Cost _____
 Sprinkler System Quality Factor 110
 Sprinkler System Total Cost 22858

TOWNSHIP OF NORTH BRUNSWICK

Map	Block	Lot	Lot Size or Acreage	Blk 143	CARD _____ OF _____
71	143	24-2	6.5 acres	Lot 24-2 Fidelity Union Trust	

Legal Description					
Owner's Name	Address	Date	Deed Book	Page No.	Remarks
1 Merrill Lynch, Pierce, Fenner & Smith Inc.	1 Liberty Plaza New York, N.Y.	6-23-80	3147	898	1,000,000
2					
3					
4					
5					
6					
7					
8					
9					
10					

NOTES:

AA 1981

(11-13) 168,500

1 mo 1980

12 mo 1981

Per title

ASSESSMENT RECORD				
Year	Land	Buildings	Exemptions	Total

BUILDING PERMIT RECORD			
Date	Number	Amount	Purpose

LAND VALUE COMPUTATIONS						
Frontage	Depth	Unit Value	Depth Factor	Actual Value	True Value	Tax Value

PROPERTY FACTORS			
Topography	Improvements	St. or Rd.	District
Level	Water	Paved	Static
High	Sewer	Semi-Improved	Improving
Low	Gas	Unimproved	Declining
Rolling	Electric	Sidewalk	Blighted Area
Swampy	All Utilities		

CLASSIFICATION	NO. OF ACRES	RATE	
Tillable Land			
Woodland			
Pasture			
Wasteland			
Homesite			
Total Acreage	(1981) 6500	15,000	97,500
	1982	(1981)	
97500	Total Value Land	97,500	
410700	Total Value Buildings	242,200	
508200	Total Value Land & Buildings	339,700	

Map 71 Block 243 Lot 24-2 Lot Size or Acreage 6.5 acres

CARD 2 OF 4

Legal Description 24 Public Property

NOTES:

Owner's Name	Address	Date	Deed Book	Page No.	Remarks
1 Boy Scouts of America	U.S. Hwy. 1				
2					
3					
4					
5					
6					
7					
8					
9					
10					

ASSESSMENT RECORD				
Year	Land	Buildings	Exemptions	Total

BUILDING PERMIT RECORD			
Date	Number	Amount	Purpose

LAND VALUE COMPUTATIONS						
Frontage	Depth	Unit Value	Depth Factor	Actual Value	True Value	Tax Value

PROPERTY FACTORS			
Topography	Improvements	St. or Rd.	District
Level	Water	Paved	Static
High	Sewer	Semi-Improved	Improving
Low	Gas	Unimproved	Declining
Rolling	Electric	Sidewalk	Blighted Area
Swampy	All Utilities		

CLASSIFICATION	NO. OF ACRES	RATE		
Tillable Land				
Woodland				
Pasture				
Wasteland				
Homesite				
Total Acreage	<u>12.83</u> <u>5 AC.</u>	<u>2000</u>	<u>376600</u>	<u>50000</u>
Total Value Land			<u>3215900</u>	<u>1672950</u>
Total Value Buildings			<u>3622500</u>	<u>1672950</u>
Total Value Land & Buildings				

Value belongs on total 3345900

PRINCIPAL BUILDING DESCRIPTION

1461

GROUND PLAN SKETCH

BUILDING VALUE CALCULATION

BUILDING CLASS 205C

OBSERVED PHYSICAL CONDITION
 Good: Normal Fair: Poor: Actual Age Effective Age

TYPE AND USE
 3) ROOF
 Roof Construction: Reinforced Concrete
 Roofing: Prepared Roll Shingle
 Built-up Corr. Metal

7) ELECTRIC WIRING
 Conduit Power Wiring

8) HEATING
 Hot Air: None Stove
 Pipeless Gray Forced
 Fan Units

4) FLOORS
 Floor Construction: Wood
 Concrete on Grade
 Reinforced Concrete

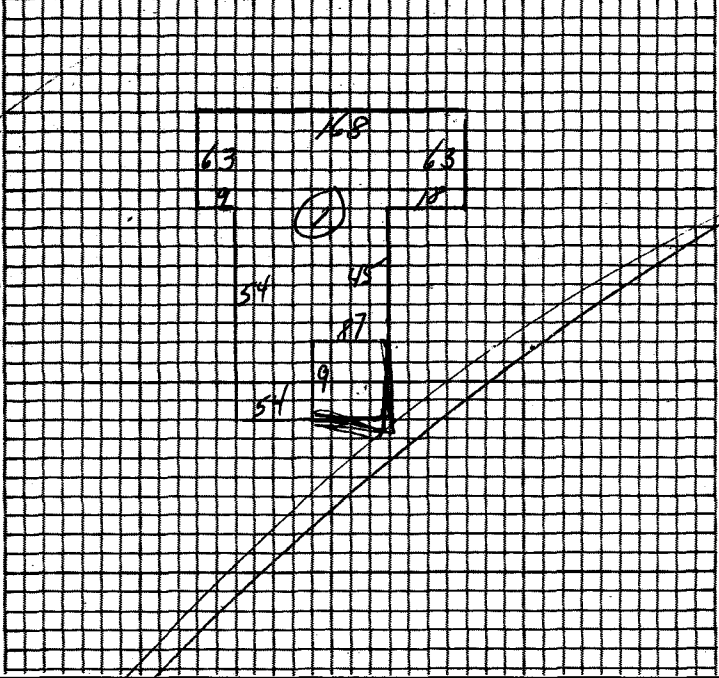
9) BASEMENT
 None Full Height

5) INTERIOR FINISH
 Developed Area: (sq. Ft.)
 No. of floors

1) FOUNDATION
 Masonry
 Wood or Block Piers

2) EXT. WALL CONSTR.
 Type: Brick Side Rear
 Other Area: Masonry

6) PLUMBING
 Utility Connections: Sewer Water
 Fixtures: Single 2 Fixt.
 3 Fixt.



ITEM NO.	AREA OR QUAN.	UNIT COST	TOTAL
Base	17415	1127	196267
ADDITIONS AND DEDUCTIONS			
9A	17415	1.95	-33954
10B	174150	1.08	+18807
6A			+380

NOTES:

Store Fronts: (Lin. feet)
 Wood or Low Cost metal set
 Ave. grade metal set
 Good grade metal set

BUILDING AREA CALCULATIONS

Floor or Part	Width	Length	Area	Height	Cubic Feet
1	168	63	10584		
1	87	45	3915		
1	54	54	2916		
Total Area			17415	Total Cube	

REPLACEMENT COST 181495

Cost Factor 157

Replacement Cost 284947

DEPRECIATION AND OBSOLESCENCE

DEPRECIATION

a. Effective Age Depr. 15 %

b. Observed Physical Cond. %

c. Net Condition 85 %

OBSOLESCENCE

d. Overimprovement %

e. Underimprovement %

f. Other %

g. Net Condition %

h. FINAL NET COND. %

RENTS:

WALL RATIO CALCULATION

Ground Area	570	Perimeter	305	Wall Ratio
-------------	-----	-----------	-----	------------

SUMMARY OF APPRAISED VALUE

Principal Building Value	242200
Accessory Building Value	
TOTAL BUILDING VALUE	

DESCRIPTIONS, REPLACEMENT COST AND APPRAISAL OF ACCESSORY BUILDINGS

Bldg. Ident.	Class No.	Dimensions (Width, Depth, Height)	Foundation	Floor	Roof	Walls	Missing Wall	Heat	Light	P/bg.	Age	Area	Unit Cost	Adds and Deducts	Replacement Cost	Net Cond. %	Net Appraisal

RENTS:

WALL RATIO CALCULATION

Ground Area	570	Perimeter	305	Wall Ratio
-------------	-----	-----------	-----	------------

SUMMARY OF APPRAISED VALUE

Principal Building Value	242200
Accessory Building Value	
TOTAL BUILDING VALUE	

Measured and Listed by _____ Date _____ Classified by _____ Date _____ Checked by _____ Date _____

9

FATICO
ST04-37329

Record 1st

PREPARED BY:

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK

Charge, Record and Return To
Settlers Title Agency, L.P.
The Pavilions at Greentree
Suite 301 - 302
Marlton, NJ 08053-3438

MBO
Monika DeFelice

2004 NOV -4 AM 7:59

BOOK # _____

PAGE# _____ DEED

OF PAGES _____

This Deed is made on this 2nd day of September 2004,

15450

155780

BETWEEN WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, successor in interest to First Fidelity Bank, National Association by merger, having an address at 225 Water Street, 8th Floor, Jacksonville, Florida 32202, referred to as the Grantor,

AND FIRST STATES INVESTORS 3300, LLC, a Delaware limited liability company having an at c/o First States Group, L.P., 1725 The Fairway, Jenkintown, ~~New~~ **PA** Jersey 19046, 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 Twelve Million Nine Hundred Seventy Eight Thousand Six Hundred Twenty Four (\$ 12,978,624.). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipal Tax Map of the Township of North Brunswick, State of New Jersey: Block No. 143 Lot Nos. 24.02, 24.03 and 24.04.

Property. The property consists of the land and all the buildings and structures on the land in the Township of North Brunswick, County of Middlesex and State of New Jersey, more commonly known as NBOC Operations Center and North Brunswick Annex. 100/300 Fidelity Plaza, North Brunswick, New Jersey.

The legal description of said premises is attached hereto and made a part hereof as Schedule "A".

BEING the same premises conveyed as (i) TRACT I to First Fidelity Bank, National Association, New Jersey (formerly known as Fidelity Union Trust Company, a New Jersey banking corporation) by deed from First Fidelity Bank, National Association, New Jersey (formerly known as Fidelity Union Trust Company), dated July 30, 1987 and recorded, July 30, 1987 in Deed Book 3632, page 638; and (ii) TRACT II to First Fidelity Bank, National Association, New Jersey (formerly known as Fidelity Union Trust Company, a New Jersey banking corporation) by deed from First Fidelity Bank, National Association, New Jersey (formerly known as Fidelity Union Trust Company), dated July 30, 1987 and recorded, July 30, 1987 in Deed Book 3632, page 642; and (iii) TRACT III

LVI 275873v1 09/08/04

B05404PG855

11
-10

HA
"050"
143 Lots 24.2, 24.3 & 24.4

to First Fidelity Bank, a New Jersey banking corporation, by deed from Merrill, Lynch, Pierce, Fenner & Smith Incorporated, dated February 5, 1990 and recorded February 5, 1990 in Deed Book 3835, Page 734 (collectively, the "Vesting Deed").

Effective January 11, 1994 First Fidelity Bank, N.A. became the successor in interest to First Fidelity Bank, National Association, New Jersey by virtue of consolidation pursuant to 12 USC Section 215, with First Fidelity Bank, National Association, Pennsylvania. Effective January 1, 1996 the name of First Fidelity Bank, National Association was changed to First Union National Bank. On February 26, 1998 First Union National Bank (Charlotte, North Carolina) merged into and under the charter and title of First Union National Bank (Avondale, Pennsylvania) with the resulting bank located in Charlotte, North Carolina. Effective April 1, 2002, Wachovia Bank, National Association merged into and under the charter of First Union National Bank with the resulting title of Wachovia Bank, National Association, whereby legal title to the within-described property vested in Wachovia Bank, National Association.

SUBJECT TO any operative easements, agreements, covenants, conditions, reservations and restrictions of record and such state of facts as an accurate survey or physical inspection of the property may reveal.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber such portions (and only those portions) of the premises detailed herein that are also described in the Vesting Deed. 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 such portions (and only those portions) of the premises detailed herein that are also described in the Vesting Deed (such as by making a mortgage or allowing a judgment to be entered against the Grantor). As to any portion of Schedule "A" not also described in the Vesting Deed, the Grantor makes no promises as to the ownership of title, but simply transfers whatever interest the Grantor has to the Grantee.

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

WACHOVIA BANK, NATIONAL ASSOCIATION, a
national banking association

By: 

Neil C. King, Senior Vice President

STATE OF New York :
COUNTY OF New York SS:

I CERTIFY that on SEPTEMBER 22, 2004, Neil C. King personally came before me and acknowledged under oath, to my satisfaction, that this person

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as the Senior Vice President of Wachovia Bank, National Association; and
- (c) made this Deed for \$ 12,978,624 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.)

Mildred Stewart

Name:
Notary Public

MILDRED E. STEWART
Notary Public, State of New York
No. 01ST6026806
Qualified in Queens County
Commission Expires June 21, 2007

RECORD AND RETURN TO:
Morgan, Lewis Bockius LLP
1701 Market Street
Philadelphia, Pennsylvania 19103
Attention: Eric L. Stern, Esquire

Schedule A

TRACT 1: All that certain lot, tract, or parcel of land and premises, situate, lying and being in the Township of North Brunswick in the County of Middlesex, and State of New Jersey, and more particularly described as follows:

Beginning at a point in the southerly line of U.S. Highway Route #1 (formerly New Jersey State Highway Route S - 26), where the same is intersected by the easterly line of tax map Lot 24.01, Block 143. Being also the westerly line of tax map Lot 25; Block 143, and thence;

- 1) Along the southwesterly line of Lot 25, Block 143, South 37 degrees 51 minutes 10 seconds East, 1511.87' to a point in the northwesterly line of U.S. Highway Route #130 and thence;
- 2) Along the northwesterly line of U.S. Highway Route #130 along a curve to the right having a radius of 2804.93', and interior angle of 12 degrees 59 minutes 27 seconds, and an arc length of 635.98 feet to a point of tangency and thence;
- 3) Still along the northwesterly line of U.S. Highway Route #130, South 37 degrees 43 minutes 30 seconds West, 34.75' to a point in the northeasterly line of tax map Lot 26, Block 143, (also known as Lot 1, Block 301 as shown on a "Map of Colonial Gardens, Section A, North Brunswick Twp., Middlesex County, N.J., scale 1" = 60', May 1926"), and thence;
- 4) Along the northeasterly line of tax map Lots 26 and 28 thru 34, Block 143, North 37 degrees 49 minutes 45 seconds West, 700.12' to a point, said point being the most northerly corner of Colonial Gardens, Section 1, and thence;
- 5) Along the northwesterly line of Colonial Gardens, Section A, South 44 degrees 03 minutes 15 seconds West, 597.13' to angle point therein and thence;
- 6) Still along the northwesterly line of Colonial Gardens, Section A and C, South 44 degrees 13 minutes 15 seconds West, 1496.88' to a point in the northeasterly line of tax map Lot 58, Block 143 and thence;
- 7) Along the northeasterly line of tax map Lots 58 thru 61, Block 143, North 39 degrees 05 minutes 15 seconds West, 620.73' to an angle point therein and thence;
- 8) Along the northwesterly line of tax map Lot 62, Block 143 South 56 degrees 33 minutes 30 seconds West, 8.78' to a point in the center line of a 15' wide easement to Jersey Central Power and Light Co., March 10, 1950, recorded in Deed Book 1486, Page 74, and thence;
- 9) Along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, North 39 degrees 00 minutes 00 seconds West, 17.41' to a point of curvature and thence;
- 10) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, along a curve to the right having a radius of 200', an interior angle of 38 degrees 51 minutes 59 seconds, and an arc length of 135.67' to a point of tangency and thence;
- 11) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lots 23.03, Block 143 and Lot 164, Block 143.04, North 00 degrees 08 minutes 00 seconds West, 1708.80' to a point of curvature and thence;

- 12) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 64, Block 143.04, along a curve to the left having a radius of 200', an interior angle of 36 degrees 52 minutes 04 seconds, an arc length of 128.69', and a chord bearing of North 18 degrees 34 minutes 02 seconds West, and a chord distance of 126.48', to a point on the curve where the same is intersected by a proposed lot line herein described in courses 13 thru 18.
- 13) South 62 degrees 54 minutes 14 seconds East, 87.58' thru the lands of tax map Lot 24.01, Block 143, to angle point and thence;
- 14) South 54 degrees 00 minutes 00 seconds East, 157.84' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 15) North 82 degrees 00 minutes 00 seconds East, 127.00' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 16) North 08 degrees 00 minutes 00 seconds West, 125.06' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 17) North 12 degrees 53 minutes 52 seconds East, 37.40' thru the lands of tax map Lot 24.01, Block 343, to an angle point and thence;
- 18) North 82 degrees 00 minutes 00 seconds East, 239.18' thru the lands of tax map Lot 24.01, Block 143, and ending proposed lot line at a point in the westerly line of tax map Lot 24.02, Block 143 and thence;
- 19) South 08 degrees 00 minutes 00 seconds East, 428.41' along the westerly line of tax map Lot 24.02, Block 143, to a point being the southwesterly corner of tax map Lot 24.02, Block 143 and thence;
- 20) North 82 degrees 00 minutes 00 seconds East, 640' along the southerly line of Lot 24.02 to a point being the southeasterly corner of tax map Lot 24.02, Block 143 and thence;
- 21) North 08 degrees 00 minutes 00 seconds West, 442.41' along the easterly line of tax map Lot 24.02, Block 143 to a point in the southerly line of U.S. Highway Route # 1. Said point also being the northeasterly corner of tax map Lot 24.02, Block 143 and thence;
- 22) North 82 degrees 00 minutes 00 seconds East, 624.47' along the southerly line of U.S. Highway Route #1, to the point and place of beginning.

Excepting thereout and therefrom the following described parcels of land:

PARCEL ER40A, 40B and R40C, as indicated on a map entitled: "New Jersey Department of Transportation, GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 1 (1953) SECTION 6, From Route 26 to Raritan River, Showing Existing Right of Way and Parcels To Be Acquired In The Township of North Brunswick And City of New Brunswick, County of Middlesex, Scale: As Indicated, June 1988";

PARCEL ER40A, consisting of the right at about Station 187+75 (Base Line Stationing) to form and maintain slopes for grading Route U.S. 1 (1953) as far as the line marked Slope "E.W." on the aforesaid map, including the right to topsoil and seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the State has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary.

PARCEL 40B, including all the land and premises located at about Station 190+00 (Base Line Stationing) bounded on the north by the existing right of way line of Route U.S. 1 (1953); on the northeast by lands now or formerly of

Merrill Lynch, Pierce, Fenner and Smith; on the south by the proposed right of way line of Route U.S. 1 (1953), as laid on the aforesaid map; and on the southwest by lands now or formerly of Society Hill Condominium No. 9; all as shown on the aforesaid map; containing 0.177 acres, more or less.

PARCEL R40C, including specifically all the land and premises located at about Station 202+50 (Base Line Stationing) bounded on the north by the existing right of way line of Route U.S. 1 (1953); on the northeast by lands now or formerly of Barrel Ltd; on the southeast, east, south, west and south by the proposed right of way line of Route U.S. 1 (1953), as laid down on the aforesaid map and on the west by lands now or formerly of Merrill Lynch, Pierce, Fenner and Smith; all as shown on the aforesaid map; containing 0.569 acre more or less;

TOGETHER WITH the right to form and maintain slope for grading ROUTE U.S. 1 (1953) as far as the line marked Slope "E.W." on the aforesaid map, including the right to top soil, seed, plant trees, vines, shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the state has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary;

AND ALSO the owner's right of direct access to and from Route U.S. 1 (1953): EXCEPT that the owner shall have the right of direct access as far as the line marked "ACCESS PERMITTED" as shown on the aforesaid map;

AND ALSO the right to construct and maintain an open ditch, subsurface drains, headwalls and appurtenances at the location shown on the aforesaid map;

AND ALSO the right to enter upon the remaining lands of the owner for the purpose of constructing curb and an inlet as shown on the aforesaid map;

AND ALSO all right, title and interest that the owner may have in Route U.S. 1 (1953), contiguous to the above described premises as shown on the aforesaid map.

After taking exceptions into consideration Being Tax Block 143 Lot 24.01.

PARCEL R77, as indicated on a map entitled: "New Jersey Department of Transportation, GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 1 (1953) SECTION 6, Route 26 To Raritan River, Showing Existing Right Of Way And Parcels To Be Acquired in The township Of North Brunswick And City Of New Brunswick, County of Middlesex, September 1996," and as shown more particularly on a map entitled: NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE U.S.1 (1953) SECTION 6, ROUTE 26 TO RARITAN RIVER, PARCEL 77, TOWNSHIP OF NORTH BRUNSWICK, COUNTY OF MIDDLESEX, JULY 1998."

PARCEL R77, including specifically all the land and premises located at about Station 1+600 (Base Line Route U.S. 130 (1953) Stationing) (1996 R.O.W. and 1998 Constr.), bounded on the east by the existing right - of - way line of Route U.S. 130 (1953); on the south by lands now or formerly of the Township of North Brunswick; on the west by the proposed right-of- way line of Route U.S. 130 (1953), as laid down on the aforesaid map; and on the north by lands now or formerly Barrell Ltd.; all as shown on the aforesaid map; containing 0.0887 hectare more or less; (0.219 acre more or less);

TRACT 2: All that certain land and premises, situate, lying and being the the Township of North Brunswick, the County of Middlesex and State of New Jersey and particularly described as follows:

Beginning at a point marked by a concrete monument in the southerly line of U.S. Highway Route #1, (formerly New Jersey State Highway Route S-26), where the same is intersected by the easterly line of tax map Lot 64, Block 143.04 being also the westerly line of Lot 24.01, Block 143 and thence;

- 1) North 82 degrees 00 minutes 00 seconds East, 573.24' along the southerly line of U.S. Highway Route # 1 to a point where the same is intersected by the westerly line of tax map Lot 24.02, Block 143. Said point also being the northwesterly corner of Lot 24.02 and thence;
- 2) South 08 degrees 00 minutes 00 seconds East, 14.00' along the westerly line of tax map Lot 24.02, Block 143 to a point where the same is intersected by a proposed lot line here in described in courses 3 thru 8.
- 3) South 82 degrees 00 minutes 00 seconds West, 239.18' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 4) South 12 degrees 53 minutes 52 seconds West, 37.40' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 5) South 08 degrees 00 minutes 00 seconds East, 125.06' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 6) South 82 degrees 00 minutes 00 seconds West, 127.00' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 7) North 54 degrees 00 minutes 00 seconds West, 157.84' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 8) North 62 degrees 54 minutes 14 seconds West, 87.58' thru the lands of tax map Lot 24.01, Block 143 and intersecting the westerly line of tax map Lot 24.01, Block 143 at a point on a curve previously described in (Course # 12 - Legal Description Block 143, Lot 24.03, Township of North Brunswick, Middlesex County New Jersey) and said point being the end of proposed lot line and thence;
- 9) Along the westerly line of Lot 24.01 along a curve to the left having a radius of 200', an interior angle of 04 degrees 41 minutes 52 seconds, an arc length of 16.40', and a chord bearing of North 39 degrees 21 minutes 00 seconds West, and a chord distance of 16.39', to a point and place of beginning.

Being tax Block 143 Lot 24.03.

Schedule A
Continued

ALL that certain lot, parcel or tract of land, situate and lying in the Township of North Brunswick, County of Middlesex and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Southerly line of U.S. Highway Route No. 1, said point being 624.47 feet Westerly from a monument in the Southerly line of said highway, said monument being the dividing line between Tax Map Lot 24 Block 143 on the West and Lot 25 Block 143 on the East; thence running

- (1) South 8 degrees 00 seconds East 442.41 feet to a point; thence
- (2) South 82 degrees 00 minutes West 640 feet to a point; thence
- (3) North 8 degrees 00 minutes West, 442.41 feet to the southerly line of U.S. Highway Route 1; thence
- (4) along the Southerly line of said Route No. 1, North 82 degrees 00 minutes East 640 feet to the point and place of Beginning.

EXCEPTING THEREOUT AND THEREFROM, the following described parcel of land:

PARCEL R41, as indicated on a map entitled: "New Jersey Department Of Transportation, GENERAL PROPERTY MAP, ROUTE U.S. 1 (1953), SECTION 6, From Route 26 To Raritan River, Showing Existing Right-of-Way And Parcels To Be Acquired In The Township of North Brunswick And City of New Brunswick, County of Middlesex, Scale: As Indicated, June 1988";

PARCEL R41, including specifically all the land and premises located at about Station 196+80 (Base Line Stationing) bounded on the North by the existing Right-of-Way line of Route U.S. 1 (1953); on the East by lands now or formerly of First Fidelity Bank, N.A.; on the South by the proposed Right-of-Way line of Route U.S. 1 (1953); as laid down on the aforesaid map; and on the West by lands now or formerly of First Fidelity Bank, N.A.; all as shown on the aforesaid map;

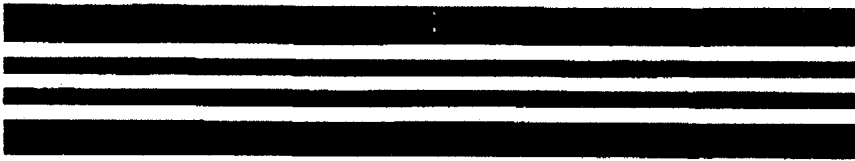
TOGETHER WITH the right to form and maintain slopes for grading Route U.S. 1 (1953) as far as the line marked Slope "E"W." on the aforesaid map, including the right to top soil, seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the State has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary;

AND ALSO, the right to construct and maintain an open ditch, subsurface drains, headwalls, and appurtenances at the location shown on the aforesaid map;

AND ALSO, the owner's right of direct access to and from Route U.S. 1 (1953); EXCEPT that the owner shall have the right to direct access as far as the line marked "ACCESS PERMITTED" as shown on the aforesaid map.

AFTER TAKING EXCEPTION INTO CONSIDERATION,

BEING Tax Block 143 Lot 24.02.



MIDDLESEX COUNTY CLERK

Return To:

SETTLERS TITLE
PAVILIONS AT GREENTREE
MARLTON, NJ, 08053

Index DEED BOOK

Book 05404 Page 0854

No. Pages 0012

Instrument STANDARD EXCESS

Date : 11/04/2004

Time : 8:27:26

Control # 200411040102

INST# DE 2004 024702

WACHOVIA BANK NATIONAL ASSOCIA
TION

Employee ID MALTBS

RECORDING	\$	80.00
NJPRPA	\$	22.00
DARM	\$	33.00
DARM 3.00	\$	3.00
NJPRPA	\$	2.00
GRANTEE TX	\$	.00
- - - - -	\$	.00
DD4 T1 CO	\$	150.00
DD4 T1 ST	\$	375.00
All Other	\$	153,995.90
Total:	\$	154,660.90

154,520.90

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



200411040102

SR1-A _____

TAX BOOK

ALPHA CD. _____

PROP CD. cama 10/05

FIELD BK. _____

COMPUTER 12/15/04 - 1/20/05

RES. FORM _____

SALES _____

DEDUCTIONS _____

COLLECTOR



Cover sheet is part of Middlesex County filing record

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Record and
FOR INFORMATION ONLY

RECORD AND RETURN TO:

400 Bell Atlantic Tower
1717 Arch Street
Philadelphia, Pennsylvania 19103
Attention: David W. Forti

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK

2004 NOV 19 AM 8:45

BOOK # _____
PAGE # _____
OF PAGES _____

FATICO
ST04-37329

Charge, Record and Return To
Settlers Title Agency, L.P.
The Pavilions at Greentree
Suite 301 - 302
Marlton, NJ 08053-3436

North Brunswick

**MORTGAGE SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This Mortgage Subordination, Non-Disturbance Agreement and Attornment ("**Agreement**") made this 22nd day of September, 2004 by and among LEHMAN BROTHERS HOLDINGS INC., having an address of 399 Park Avenue, 8th Floor, New York, New York 10022 (together with its successors and assigns, "**Mortgagee**"), WACHOVIA BANK, NATIONAL ASSOCIATION, having an office at c/o Wachovia Corporate Real Estate, 201 N. Tryon St., 21st Fl, NC0114, Charlotte, NC 28288-0114, Attn: Lease Administration (together with its successors and assigns, "**Tenant**") and FIRST STATES INVESTORS 3300, LLC, a Delaware limited liability company, having an office at having its principal place of business at c/o American Financial Realty Trust, 680 Old York Road, Suite 200, Jenkintown, Pennsylvania 19046 (together with its successors and assigns, "**Landlord**").

WITNESSETH:

WHEREAS, Landlord is the owner in fee simple of that certain parcel or tract of land described in Schedule A annexed hereto (the "**Land**"; and together with the buildings and other improvements erected thereon, the "**Mortgaged Property**"); and

WHEREAS, Mortgagee is the owner and holder of that certain mortgage dated as of September 22, 2004 and made by Landlord that encumbers the Mortgaged Property (which mortgage, together with all increases, renewals, supplements, consolidations, reinstatements, amendments, modifications, substitutions and extensions thereof, all advances and re-advances made thereunder and all sums secured thereby now or hereafter made are hereinafter referred to as the "**Mortgage**"); and

WHEREAS, Tenant has entered into a lease with Landlord, dated September 22, 2004 (such lease, as amended, modified or supplemented prior to the date hereof, the "**Property Lease**") for all or a portion of the Mortgaged Property ("**Leased Premises**"), and a true, correct and complete copy of the Lease has been delivered by Landlord to Mortgagee; which Property Lease is currently integrated with, and subject to, that certain Master Agreement as defined in the Lease (such agreement, as amended, modified or supplemented prior to the date hereof, the "**Master Agreement**"), and a true correct and complete copy of the Master Agreement has been delivered by Landlord to Mortgagee (the term "**Lease**", as used herein, shall mean (i) the Property Lease together with the Master Agreement, for so long as the Property

BK5412PG585

B. 143 L 24.2

16

Lease and the Master Agreement shall remain integrated, and (ii) merely the Property Lease, from and after the point, if any, that the Property Lease and the Master Agreement are no longer integrated, except that, at all times references herein to particular Articles or Sections of the Lease, shall refer only to the particular Articles or Sections of the Property Lease, with references to Sections of the Master Agreement expressly so indicating); and

WHEREAS, subject to the provisions hereof, Mortgagee has agreed to recognize the status of Tenant in the event Mortgagee shall acquire the Mortgaged Property and Tenant has agreed to attorn to Mortgagee in any such event.

NOW, THEREFORE, in consideration of ten dollars and other good, valuable, sufficient and received consideration and intending to be legally bound hereby, Mortgagee and Tenant covenant and agree as follows:

1. Subject to the provisions hereof, the Lease and Tenant's interest thereunder is, and shall at all times continue to be, subject and subordinate in each and every respect to the lien of the Mortgage. The provisions of this Paragraph 1 shall be self-operative and no further instrument shall be required; however, Tenant, upon request, shall execute and deliver any certificate or other instrument which the Mortgagee may reasonably request to confirm said subordination by Tenant.

2. As long as no default then exists under the Lease that has theretofore continued beyond the expiration of any applicable notice and/or grace period, and would then permit Landlord to terminate the Lease pursuant to its terms, (i) Tenant shall not be named or joined in any action or proceeding to foreclosure or otherwise enforce the Mortgage (unless Tenant is a necessary party thereto under applicable law, in which event such naming or joinder of Tenant shall be subject to the provisions of this Agreement, including, without limitation, the provisions of clauses (ii) and (iii) of this sentence), (ii) the Lease shall not be terminated nor shall any of the rights of Tenant under the Lease be diminished or interfered with by Mortgagee (or by anyone claiming by, through or under Mortgagee), and (iii) Tenant's occupancy of the Leased Premises shall not be disturbed by Mortgagee (or by anyone claiming by, through or under Mortgagee). Upon (I) the transfer of the Landlord's interest in the Mortgaged Property, through a foreclosure or other enforcement of the Mortgage, to Mortgagee (or its designee or nominee) or to another purchaser at foreclosure, or (II) the transfer of the Landlord's interest in the Mortgaged Property, through the delivery of deed in lieu of foreclosure to Mortgagee (or its designee or nominee) (any such transfer described in either of clauses (I) or (II) of this sentence being herein called a "**Foreclosure Transfer**", and any such transferee being herein called "**Successor Landlord**"), the Lease shall continue as a direct lease between Successor Landlord or any subsequent successor as landlord under the Lease (a "**Subsequent Successor Landlord**"), as landlord, and Tenant, as tenant; provided, however, that neither Successor Landlord, nor any Subsequent Successor Landlord, shall be:

- (a) liable for any act or omission of the landlord under the Lease that occurred prior to the Foreclosure Transfer (or subject to any claim or counterclaim which Tenant may have against any such landlord based thereon); provided, however, that:

- (1) Successor Landlord or any Subsequent Successor Landlord shall be obligated to cure any continuing default by the landlord under the Lease (other than a non-curable default, e.g., a breach of representation) that continues after the Foreclosure Transfer beyond a *reasonable cure period*; it being agreed that, for this purpose, a "*reasonable cure period*", with respect to any such default, shall mean a period equal in length to the period provided under the Lease for the landlord under the Lease to cure such a default, but commencing on the later to occur of (x) the date of the Foreclosure Transfer and (y) the first date that Successor Landlord shall have received notice of such default; and
- (2) Successor Landlord and any Subsequent Successor Landlord shall be subject to any rent abatements or offsets to which Tenant is entitled under the Lease based on an act or omission of the landlord under the Lease prior to such Foreclosure Transfer; or
 - (b) bound by any payments of rent which Tenant may have made prior to the Foreclosure Transfer, if the same were made more than thirty (30) days in advance of the due date therefor under the Lease (the parties hereto acknowledging that operating expense payments and tax payments made in the manner provided in Article 2 of the Lease shall not, for this purpose, be deemed payments of rent made in advance of their due date); or
 - (c) required to account for any security deposit other than any security deposit actually delivered to Successor Landlord; or
 - (d) bound by any termination, amendment or modification of the Lease (other than an amendment or modification of the Lease which does not affect, to more than a de minimis extent, the economic terms and conditions of the Lease) which is made after the date hereof without Mortgagee's written consent (which consent, Mortgagee agrees shall not be unreasonably withheld or delayed).

A notice or confirmation delivered pursuant to an express provision of the Lease shall not be deemed to be a modification of the Lease to the extent such notice or confirmation does not modify the contractual rights or obligations of Landlord or Tenant under the Lease.

3. Effective upon any Foreclosure Transfer, (i) Tenant shall be bound to Successor Landlord, and Successor Landlord shall be bound to Tenant, under all of the then executory terms, covenants and conditions of the Lease, except as provided elsewhere in this Agreement, (ii) Tenant does hereby attorn to and recognize Successor Landlord as the landlord under the Lease upon such terms, covenants and conditions, and (iii) Successor Landlord does hereby accept such attornment and recognize Tenant as the tenant under the Lease upon such terms, covenants and conditions. The foregoing attornment and recognition shall be effective and self-operative upon any Foreclosure Transfer without the execution of any further instruments, provided, however, that Tenant shall not be obligated to pay any rent to Successor

Landlord until Tenant has received notice from Successor Landlord of such Foreclosure Transfer. Each party hereto shall execute and deliver any certificate or other instrument which the other party hereto may reasonably request to confirm such attornment and recognition.

4. If any default by Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate the Lease, Tenant shall not exercise such right until (a) Tenant shall have given Mortgagee written notice of such default, and (b) a *reasonable period of time* (but in no event less than thirty (30) days) shall have elapsed after the giving of such notice to Mortgagee without such default having been cured. For this purpose, a "*reasonable period of time*", with respect to any such default, shall mean a period equal in length to the period provided under the Lease for Landlord to cure such default; provided, however, (i) such period shall commence after the expiration of all cure periods available to the landlord under the Lease with respect to such default and (ii) if such default is of a type which cannot reasonably be cured by Mortgagee without it first obtaining possession of the Mortgaged Property (whether by the appointment of a receiver or otherwise), then such "*reasonable period of time*" shall be extended for such additional time as may be reasonably necessary for Mortgagee to obtain such possession, but only if (1) Mortgagee, within thirty (30) days after Tenant's notice to it of the default in question, shall have deliver to Tenant a notice indicating that Mortgagee intends to diligently proceed to obtain possession of the Mortgaged Property and thereafter to diligently proceed to cure such default, and (2) Mortgagee shall (A) from and after such notice, diligently proceed to obtain possession of the Mortgaged Property, and (B) from and after obtaining such possession, diligently proceed to cure such default. Nothing in this Paragraph 4 shall obligate Mortgagee to cure any default by Landlord under the Lease. The notice and cure rights of Mortgagee set forth in this Paragraph 4 shall not apply to either (i) the termination rights of Tenant set forth in Article VI and, if applicable, Section 15.2.4 of the Lease, or (ii) the termination rights of Wachovia Bank, National Association (whether or not it is then the Tenant under the Lease) set forth in Article XI of the Lease.

5. Landlord represents to Tenant that, as additional security for the loan made by Mortgagee to Landlord and secured by the Mortgage, Landlord has assigned to Mortgagee the Lease and all rent payable thereunder, subject to a license to Landlord from Mortgagee to collect same unless and until such license is revoked by Mortgagee. If Tenant hereafter receives a notice (a "**Mortgagee Payment Notice**") from Mortgagee that such license has been revoked and directing Tenant to pay to Mortgagee all rent payable after the date that is ten (10) days after the date of such notice, then, subject to the last sentence of this Paragraph 5, Tenant shall thereafter pay same to Mortgagee, subject to any rights of set-off or any counterclaim or other defense that Tenant may have against Landlord under the Lease or otherwise, until Tenant receives a notice (a "**Mortgagee Payment Revocation Notice**") from Mortgagee directing Tenant to resume payments to Landlord. Landlord agrees that: (i) Tenant shall have the right to rely on any Mortgagee Payment Notice and make payments of rent in accordance therewith; and (ii) any payments made to Mortgagee after the date of a Mortgagee Payment Notice (and, if Tenant thereafter receives a Mortgagee Payment Revocation Notice, prior to the date that is ten (10) days after Tenant shall receive such notice) shall be deemed received by Landlord. Landlord hereby agrees that (I) Landlord shall indemnify, defend, and hold harmless, Tenant from and against any and all claims, demands, causes of action, fines, penalties, costs, expenses (including attorneys' fees and court costs), liens, or liabilities, if, and to

the extent, caused by, or arising out of Tenant's payment of any rent under the Lease to Mortgagee from and after Tenant's receipt of a Mortgagee Payment Notice.

6. To the extent that the Lease shall entitle Tenant to notice of the existence of any mortgage and the identity of any mortgagee, this Agreement shall constitute such notice to Tenant with respect to the Mortgage and Mortgagee.

7. This Agreement may not be modified except by an agreement in writing signed by Tenant, Mortgagee and Landlord.

8. Tenant acknowledges that Mortgagee is an "Interest Holder" (as such term is defined in the Lease) and that Mortgagee shall be entitled to all rights and privileges of an Interest Holder, as set forth in Section 7.10 of the Lease.

9. All notices, demands, consents, approvals, advices, waivers or other communications (each, a "notice") which may or are required to be given by either party to the other under this Agreement shall be in writing and, unless otherwise required by law, shall be sent (a) by hand, (b) by United States Mail, certified or registered, postage prepaid, return receipt requested or (c) by a nationally-recognized overnight carrier, in each case addressed to the party to be notified at the address for such party specified below, or to such other place in the continental United States as the party to be notified may from time to time designate by at least ten (10) days' notice to the notifying party. Each notice shall be deemed to have been given on the date such notice is actually received as evidenced by a written receipt therefor, and in the event of failure to deliver by reason of changed address of which no notice was given or refusal to accept delivery, as of the date of such failure. The addresses of the parties are as follows:

Mortgagee's notice addresses:

Lehman Brothers Holdings Inc.
399 Park Avenue
New York, New York 10022
Attention: Charles Manna
Fax: (646) 758-5366

with a copy to:

Dechert LLP
4000 Bell Atlantic Tower
1717 Arch Street
Philadelphia, Pennsylvania 19103
Attention: David W. Forti, Esq.
Fax: (215) 994-5106

Tenant's notice addresses:

Wachovia Bank, N.A.
Corporate Real Estate
370 B. Scotch Road
Mail Code NJ5770
West Trenton, NJ 08628
Attention: Alison Mehrhof
Fax: (609) 530-7255

with a copy to:

Wachovia Bank, N.A.
Corporate Real Estate
225 Water Street, Suite 850
Jacksonville, FL 32202
Attention: Neil C. King, SVP
Fax: (904) 489-3544

with a copy to:

Wachovia Bank, N.A.
Corporate Real Estate
401 S. Tryon Street, 18th Floor
Charlotte, NC 28202
Attention: Sarah Muenow, AVP
Fax: (704) 374-6832

with a copy to:

Wachovia Bank, N.A.
Corporate Legal Division
301 S. College Street, 30th Floor, NC0630
Charlotte, NC 28288-0630
Attention: Rebecca Olliff
(PID# set forth on Schedule A)
Fax: (704) 715-4498

with a copy to:

Wachovia Corporate Real Estate
201 N. Tryon St., 21st Fl, NC0114
Charlotte, NC 28288-0114
Attn: Lease Administration
(PID# set forth on Schedule A)

Landlord's notice addresses:

First States Investors 3300, LLC
c/o American Financial Realty Trust
1725 The Fairway
Jenkintown, Pennsylvania 19046
Attention: Operations
Fax: (215) 887-9856

with a copy to:

American Financial Realty Trust
1725 The Fairway
Jenkintown, Pennsylvania 19046
Attention: General Counsel
Fax: (215) 887-9856

10. Anything herein or in the Lease to the contrary notwithstanding, from and after the occurrence of any Foreclosure Transfer, the provisions of Section 14.10 of the Lease shall apply to Successor Landlord and any Subsequent Successor Landlord.

11. THE PARTIES HERETO EACH HEREBY WAIVE ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR COURTESY ARISING UNDER THIS AGREEMENT.

12. This Agreement shall be governed by the laws of the state in which the Mortgaged Property is located.

13. This Agreement shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns, which (i) in the case of Mortgagee, shall include any successor to it as the holder the Mortgage, (ii) in the case of Tenant, shall include any successor to it as tenant under the Lease, and (iii) in the case of Landlord, shall include any successor to it as landlord under the Lease.

14. If any term of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term to any person or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which taken together, will deemed to be one and the same instrument.

16. (a) Tenant specifically agrees to look solely to Mortgagee's, any Successor Landlord's, or any Subsequent Successor Landlord's interest in the Mortgaged Property, including its interest in any loan secured by the Mortgaged Property, for the recovery of any monetary judgment against Mortgagee, any Successor Landlord, or any Subsequent Successor Landlord, it being agreed that Mortgagee, any Successor Landlord, and any Subsequent Successor Landlord shall never be personally liable for any such judgment or for any other liability or obligation of Landlord under this Agreement beyond such interest in the Mortgaged Property. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have (i) to obtain injunctive relief (or other equitable relief) against Mortgagee, any Successor Landlord, any Subsequent Successor Landlord, or any other person, (ii) to offset sums due and owing to Tenant against the Rent to the extent permitted hereunder, or (iii) to prosecute any suit or action in connection with enforcement of Tenant's rights hereunder or Mortgagee's, Successor Landlord's, or Subsequent Successor Landlord's obligations hereunder.

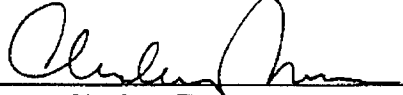
(b) Notwithstanding the foregoing, from and after a Foreclosure Transfer, the provisions of Section 16(a) above shall (in the case of Successor Landlord or any Subsequent Successor Landlord) be subject to the provisions of Section 14.10 of the Lease and Section 21 of the Master Agreement (which shall control in the event of a conflict).

[Signatures contained on following page]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

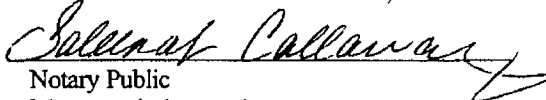
MORTGAGEE:

LEHMAN BROTHERS HOLDINGS INC.

By: 
Name: Charlene Thomas
Its: Authorized Signatory

STATE OF NEW YORK) ss.
COUNTY OF NEW YORK)

On the 10th day of September in the year 2004 before me, the undersigned, a notary public in and for said state, personally appeared Charlene Thomas, personally known to me or ~~proved to me on the basis of satisfactory evidence~~ to be the individual whose name is subscribed to the within instrument on behalf of Lehman Brothers Holdings Inc. and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
My commission expires:

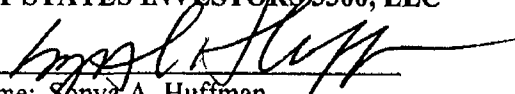
[Notary Seal]

SALEENAH CALLAWAY
NOTARY PUBLIC, State of New York
No. 01CA6047908
Qualified in New York County
Commission Expires September 18, 2008

BK5412PG593

LANDLORD:

FIRST STATES INVESTORS 3300, LLC

By: 
Name: Sonya A. Huffman
Its: Vice President

COMMONWEALTH OF PENNSYLVANIA) ss.
COUNTY OF MONTGOMERY)

On the 10th day of September in the year 2004 before me, the undersigned, a notary public in and for said state, personally appeared Sonya A. Huffman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument on behalf of First States Investors 3300, LLC and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

My commission expires: 3/31/07

[Notary Seal]

NOTARIAL SEAL
DEBORAH R. CURETON, Notary Public
Jenkintown Boro. Montgomery County
My Commission Expires March 31, 2007

BK5412PG595

Schedule A

TRACT 1: All that certain lot, tract, or parcel of land and premises, situate, lying and being in the Township of North Brunswick in the County of Middlesex, and State of New Jersey, and more particularly described as follows:

Beginning at a point in the southerly line of U.S. Highway Route #1 (formerly New Jersey State Highway Route S - 26), where the same is intersected by the easterly line of tax map Lot 24.01, Block 143. Being also the westerly line of tax map Lot 25; Block 143, and thence;

- 1) Along the southwesterly line of Lot 25, Block 143, South 37 degrees 51 minutes 10 seconds East, 1511.87' to a point in the northwesterly line of U.S. Highway Route #130 and thence;
- 2) Along the northwesterly line of U.S. Highway Route #130 along a curve to the right having a radius of 2804.93', and interior angle of 12 degrees 59 minutes 27 seconds, and an arc length of 635.98 feet to a point of tangency and thence;
- 3) Still along the northwesterly line of U.S. Highway Route #130, South 37 degrees 43 minutes 30 seconds West, 34.75' to a point in the northeasterly line of tax map Lot 26, Block 143, (also known as Lot 1, Block 301 as shown on a "Map of Colonial Gardens, Section A, North Brunswick Twp., Middlesex County, N.J., scale 1" = 60', May 1926"), and thence;
- 4) Along the northeasterly line of tax map Lots 26 and 28 thru 34, Block 143, North 37 degrees 49 minutes 45 seconds West, 700.12' to a point, said point being the most northerly corner of Colonial Gardens, Section 1, and thence;
- 5) Along the northwesterly line of Colonial Gardens, Section A, South 44 degrees 03 minutes 15 seconds West, 597.13' to angle point therein and thence;
- 6) Still along the northwesterly line of Colonial Gardens, Section A and C, South 44 degrees 13 minutes 15 seconds West, 1496.88' to a point in the northeasterly line of tax map Lot 58, Block 143 and thence;
- 7) Along the northeasterly line of tax map Lots 58 thru 61, Block 143, North 39 degrees 05 minutes 15 seconds West, 620.73' to an angle point therein and thence;
- 8) Along the northwesterly line of tax map Lot 62, Block 143 South 56 degrees 33 minutes 30 seconds West, 8.78' to a point in the center line of a 15' wide easement to Jersey Central Power and Light Co., March 10, 1950, recorded in Deed Book 1486, Page 74, and thence;
- 9) Along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, North 39 degrees 00 minutes 00 seconds West, 17.41' to a point of curvature and thence;
- 10) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, along a curve to the right having a radius of 200', an interior angle of 38 degrees 51 minutes 59 seconds, and an arc length of 135.67' to a point of tangency and thence;
- 11) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lots 23.03, Block 143 and Lot 164, Block 143.04, North 00 degrees 08 minutes 00 seconds West, 1708.80' to a point of curvature and thence;

- 12) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 64, Block 143.04, along a curve to the left having a radius of 200', an interior angle of 36 degrees 52 minutes 04 seconds, an arc length of 128.69', and a chord bearing of North 18 degrees 34 minutes 02 seconds West, and a chord distance of 126.48', to a point on the curve where the same is intersected by a proposed lot line herein described in courses 13 thru 18.
- 13) South 62 degrees 54 minutes 14 seconds East, 87.58' thru the lands of tax map Lot 24.01, Block 143, to angle point and thence;
- 14) South 54 degrees 00 minutes 00 seconds East, 157.84' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 15) North 82 degrees 00 minutes 00 seconds East, 127.00' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 16) North 08 degrees 00 minutes 00 seconds West, 125.06' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 17) North 12 degrees 53 minutes 52 seconds East, 37.40' thru the lands of tax map Lot 24.01, Block 343, to an angle point and thence;
- 18) North 82 degrees 00 minutes 00 seconds East, 239.18' thru the lands of tax map Lot 24.01, Block 143, and ending proposed lot line at a point in the westerly line of tax map Lot 24.02, Block 143 and thence;
- 19) South 08 degrees 00 minutes 00 seconds East, 428.41' along the westerly line of tax map Lot 24.02, Block 143, to a point being the southwesterly corner of tax map Lot 24.02, Block 143 and thence;
- 20) North 82 degrees 00 minutes 00 seconds East, 640' along the southerly line of Lot 24.02 to a point being the southeasterly corner of tax map Lot 24.02, Block 143 and thence;
- 21) North 08 degrees 00 minutes 00 seconds West, 442.41' along the easterly line of tax map Lot 24.02, Block 143 to a point in the southerly line of U.S. Highway Route # 1. Said point also being the northeasterly corner of tax map Lot 24.02, Block 143 and thence;
- 22) North 82 degrees 00 minutes 00 seconds East, 624.47' along the southerly line of U.S. Highway Route #1, to the point and place of beginning.

Excepting thereout and therefrom the following described parcels of land:

PARCEL ER40A, 40B and R40C, as indicated on a map entitled: "New Jersey Department of Transportation, GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 1 (1953) SECTION 6, From Route 26 to Raritan River, Showing Existing Right of Way and Parcels To Be Acquired In The Township of North Brunswick And City of New Brunswick, County of Middlesex, Scale: As Indicated, June 1988";

PARCEL ER40A, consisting of the right at about Station 187+75 (Base Line Stationing) to form and maintain slopes for grading Route U.S. 1 (1953) as far as the line marked Slope "E.W." on the aforesaid map, including the right to topsoil and seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the State has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary.

PARCEL 40B, including all the land and premises located at about Station 190+00 (Base Line Stationing) bounded on the north by the existing right of way line of Route U.S. 1 (1953); on the northeast by lands now or formerly of

Merrill Lynch, Pierce, Fenner and Smith; on the south by the proposed right of way line of Route U.S. 1 (1953), as laid on the aforesaid map; and on the southwest by lands now or formerly of Society Hill Condominium No. 9; all as shown on the aforesaid map; containing 0.177 acres, more or less.

PARCEL R40C, including specifically all the land and premises located at about Station 202+50 (Base Line Stationing) bounded on the north by the existing right of way line of Route U.S. 1 (1953); on the northeast by lands now or formerly of Barrel Ltd; on the southeast, east, south, west and south by the proposed right of way line of Route U.S. 1 (1953), as laid down on the aforesaid map and on the west by lands now or formerly of Merrill Lynch, Pierce, Fenner and Smith; all as shown on the aforesaid map; containing 0.569 acre more or less;

TOGETHER WITH the right to form and maintain slope for grading ROUTE U.S. 1 (1953) as far as the line marked Slope "E.W." on the aforesaid map, including the right to top soil, seed, plant trees, vines, shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the state has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary;

AND ALSO the owner's right of direct access to and from Route U.S. 1 (1953); EXCEPT that the owner shall have the right of direct access as far as the line marked "ACCESS PERMITTED" as shown on the aforesaid map;

AND ALSO the right to construct and maintain an open ditch, subsurface drains, headwalls and appurtenances at the location shown on the aforesaid map;

AND ALSO the right to enter upon the remaining lands of the owner for the purpose of constructing curb and an inlet as shown on the aforesaid map;

AND ALSO all right, title and interest that the owner may have in Route U.S. 1 (1953), contiguous to the above described premises as shown on the aforesaid map.

After taking exceptions into consideration Being Tax Block 143 Lot 24.01.

PARCEL R77, as indicated on a map entitled: "New Jersey Department of Transportation, GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 1 (1953) SECTION 6, Route 26 To Raritan River, Showing Existing Right Of Way And Parcels To Be Acquired In The township Of North Brunswick And City Of New Brunswick, County of Middlesex, September 1996," and as shown more particularly on a map entitled: NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE U.S.1 (1953) SECTION 6, ROUTE 26 TO RARITAN RIVER, PARCEL 77, TOWNSHIP OF NORTH BRUNSWICK, COUNTY OF MIDDLESEX, JULY 1998."

PARCEL R77, including specifically all the land and premises located at about Station 1+600 (Base Line Route U.S. 130 (1953) Stationing) (1996 R.O.W. and 1998 Constr.), bounded on the east by the existing right - of - way line of Route U.S. 130 (1953); on the south by lands now or formerly of the Township of North Brunswick; on the west by the proposed right-of- way line of Route U.S. 130 (1953), as laid down on the aforesaid map; and on the north by lands now or formerly Barrel Ltd.; all as shown on the aforesaid map; containing 0.0887 hectare more or less; (0.219 acre more or less);

TRACT 2: All that certain land and premises, situate, lying and being the the Township of North Brunswick, the County of Middlesex and State of New Jersey and particularly described as follows:

Beginning at a point marked by a concrete monument in the southerly line of U.S. Highway Route #1, (formerly New Jersey State Highway Route S-26), where the same is intersected by the easterly line of tax map Lot 64, Block 143.04 being also the westerly line of Lot 24.01, Block 143 and thence;

- 1) North 82 degrees 00 minutes 00 seconds East, 573.24' along the southerly line of U.S. Highway Route # 1 to a point where the same is intersected by the westerly line of tax map Lot 24.02, Block 143. Said point also being the northwesterly corner of Lot 24.02 and thence;
- 2) South 08 degrees 00 minutes 00 seconds East, 14.00' along the westerly line of tax map Lot 24.02, Block 143 to a point where the same is intersected by a proposed lot line here in described in courses 3 thru 8.
- 3) South 82 degrees 00 minutes 00 seconds West, 239.18' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 4) South 12 degrees 53 minutes 52 seconds West, 37.40' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 5) South 08 degrees 00 minutes 00 seconds East, 125.06' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 6) South 82 degrees 00 minutes 00 seconds West, 127.00' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 7) North 54 degrees 00 minutes 00 seconds West, 157.84' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 8) North 62 degrees 54 minutes 14 seconds West, 87.58' thru the lands of tax map Lot 24.01, Block 143 and intersecting the westerly line of tax map Lot 24.01, Block 143 at a point on a curve previously described in (Course # 12 - Legal Description Block 143, Lot 24.03, Township of North Brunswick, Middlesex County New Jersey) and said point being the end of proposed lot line and thence;
- 9) Along the westerly line of Lot 24.01 along a curve to the left having a radius of 200', an interior angle of 04 degrees 41 minutes 52 seconds, an arc length of 16.40', and a chord bearing of North 39 degrees 21 minutes 00 seconds West, and a chord distance of 16.39', to a point and place of beginning.

Being tax Block 143 Lot 24.03.

Schedule A

ALL that certain lot, parcel or tract of land, situate and lying in the Township of North Brunswick, County of Middlesex and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Southerly line of U.S. Highway Route No. 1, said point being 624.47 feet Westerly from a monument in the Southerly line of said highway, said monument being the dividing line between Tax Map Lot 24 Block 143 on the West and Lot 25 Block 143 on the East; thence running

- (1) South 8 degrees 00 seconds East 442.41 feet to a point; thence
- (2) South 82 degrees 00 minutes West 640 feet to a point; thence
- (3) North 8 degrees 00 minutes West , 442.41 feet to the southerly line of U.S. Highway Route 1; thence
- (4) along the Southerly line of said Route No. 1, North 82 degrees 00 minutes East 640 feet to the point and place of Beginning.

EXCEPTING THEREOUT AND THEREFROM, the following described parcel of land:

PARCEL R41, as indicated on a map entitled: "New Jersey Department Of Transportation, GENERAL PROPERTY MAP, ROUTE U.S. 1 (1953), SECTION 6, From Route 26 To Raritan River, Showing Existing Right-of-Way And Parcels To Be Acquired In The Township of North Brunswick And City of New Brunswick, County of Middlesex, Scale: As Indicated, June 1988";

PARCEL R41, including specifically all the land and premises located at about Station 196+80 (Base Line Stationing) bounded on the North by the existing Right-of-Way line of Route U.S. 1 (1953); on the East by lands now or formerly of First Fidelity Bank, N.A.; on the South by the proposed Right-of-Way line of Route U.S. 1 (1953); as laid down on the aforesaid map; and on the West by lands now or formerly of First Fidelity Bank, N.A.; all as shown on the aforesaid map;

TOGETHER WITH the right to form and maintain slopes for grading Route U.S. 1 (1953) as far as the line marked Slope "E" "W." on the aforesaid map, including the right to top soil, seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the State has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary;

AND ALSO, the right to construct and maintain an open ditch, subsurface drains, headwalls, and appurtenances at the location shown on the aforesaid map;

AND ALSO, the owner's right of direct access to and from Route U.S. 1 (1953); EXCEPT that the owner shall have the right to direct access as far as the line marked "ACCESS PERMITTED" as shown on the aforesaid map.

AFTER TAKING EXCEPTION INTO CONSIDERATION,

BEING Tax Block 143 Lot 24.02.



MIDDLESEX COUNTY CLERK

Return To:

SETTLERS TITLE
PAVILIONS AT GREENTREE , STE 301
MARLTON , NJ
08053

Index DEED BOOK

Book 05412 Page 0584

No. Pages 0017

Instrument DEED W/O ABSTRA

Date : 11/19/2004

Time : 8:50:07

Control # 200411190261

LEHMAN BROTHERS HOLDINGS INC.

INST# DE 2004 025789

Employee ID PATELD

RECORDING	\$	100.00
DARM	\$	48.00
NJPRPA	\$	32.00
. . . . .	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	180.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



Cover sheet is part of Middlesex County filing record
Retain this page for future reference
Not part of the original submitted document

DO NOT REMOVE THIS PAGE.
TO ACCESS THE IMAGE OF
THE DOCUMENT RECORDED
HEREUNDER BY BOOK AND
PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.

BK5412PG584

DEED (1 st Page)

THIS INDENTURE, Made the 27th day of September

in the Year One Thousand Nine Hundred and Ninety-one

BETWEEN First Fidelity Bank, N.A., New Jersey

ADDRESS: 550 Broad Street, Newark, NJ 07102

of the first part,

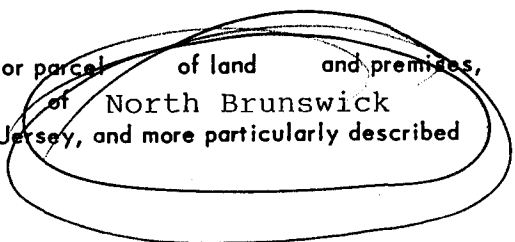
AND THE STATE OF NEW JERSEY, Department of Transportation, 1035 Parkway Avenue,

Township of Ewing, County of Mercer, State of New Jersey of the second part.

WITNESSTH that the said party of the first part, in consideration of the sum of

-----Eighty-Eight Thousand Five Hundred (\$88,500.00)----- dollars, lawful money of the United States of America, to it in hand paid at or before the ensembling and delivery of these presents by the said party of the second part, the receipt whereof is hereby acknowledged, and other valuable consideration, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part and unto its successors and assigns forever,

All that certain lot, tract, or parcel of land and premises, situate, lying and being in the Township of North Brunswick in the County of Middlesex, and State of New Jersey, and more particularly described as follows:



Change from Volume

SEE SCHEDULE "A" ATTACHED

Prepared for the State by Gary A Munro
Gary A Munro

1910 143 242

SCHEDULE "A"

PARCEL R41, as indicated on a map entitled: "New Jersey Department of Transportation, GENERAL PROPERTY MAP, ROUTE U.S. 1(1953), SECTION 6, From Route 26 To Raritan River, Showing Existing Right of Way And Parcels To Be Acquired In The Township of North Brunswick And City of New Brunswick, County of Middlesex, Scale: As Indicated, June 1988";

PARCEL R41, including specifically all the land and premises located at about Station 196+80 (Base Line Stationing) bounded on the north by the existing right of way line of Route U.S. 1(1953); on the east by lands now or formerly of First Fidelity Bank, N.A.; on the south by the proposed right of way line of Route U.S. 1 (1953); as laid down on the aforesaid map; and on the west by lands now or formerly of First Fidelity Bank N.A.; all as shown on the aforesaid map; containing 0.190 acre more or less;

TOGETHER WITH the right to form and maintain slopes for grading Route U.S. 1(1953) as far as the line marked Slope "E"W." on the aforesaid map, including the right to top soil, seed, plant trees, Vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the State has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary ;

AND ALSO the right to construct and maintain an open ditch, subsurface drains, headwalls, and appurtenances at the location shown on the aforesaid map;

AND ALSO the owner's right of direct access to and from Route U.S. 1 (1953); EXCEPT that the owner shall have the right of direct access as far as the line marked "ACCESS PERMITTED" as shown on the aforesaid map.

Being also known as part of Lot 24.02 on Block 143 on the tax map of the Township of North Brunswick.

(WARRANTY DEED)
(2nd Sheet)

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and every part and parcel thereof.

AND ALSO all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of, in and to the above described premises and every part and parcel thereof with the appurtenances.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

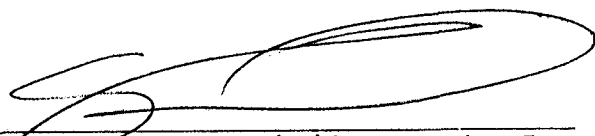
And the said party of the first part, for itself & its heirs, executors and administrators successors and assigns do hereby covenant that the title to said premises is vested in fee simple absolute in the said party of the first part; that it has the right and authority to convey the said premises to the said party of the second part; that the party of the second part shall have peaceable and quiet possession of the said premises free from all encumbrances; that the same are now free and clear of all encumbrances whatsoever; that the party of the first part will execute such further assurances and conveyances of the said land as may be reasonably required; and that the party of the first part will warrant and defend the premises hereby conveyed against all persons lawfully claiming the same.


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

ATTEST:

FIRST FIDELITY BANK, N.A.
NEW JERSEY




Charles L. Terribile, Asst. Secretary


Stephen R. Bonsall, Vice President.

STATE OF *New Jersey*

County of *Essex*

ss.

BE IT REMEMBERED that on this *27th*

day of *September*, A.D. Nineteen Hundred and *Ninety-one*

before me, the subscriber,

personally appeared *Charles L. Terribile*

who being by me duly sworn, does depose and make proof to my satisfaction that *he is the*
Asst. Secretary of First Fidelity Bank, N.A., New Jersey

a national banking Association of the United States
~~a corporation of the State of~~, the grantor in the within indenture named;

that *he well knows the corporate seal of the said corporation and that the seal affixed to*
the within indenture is the proper corporate seal of such corporation, and that the same was so affixed and
the said indenture signed and delivered by *Stephen R. Bonsall* who was at the date
and execution thereof the *Vice* President of the said corporation, as the voluntary

act and deed of the said corporation/in the presence of deponent, whereupon deponent subscribed the same
By virtue of authority from its Board of Directors
as witness to the execution thereof. The full and actual consideration paid or to be paid for 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 \$ *88,500.00*

Subscribed and sworn before me
the day and year above written.

Rikki Lamatino Field

RIKKI LAMATINO FIELD
Attorney-at-Law of the
State of New Jersey

[Signature]

Charles L. Terribile, Asst. Secretary

Section 6
Parcel R41

COMPARED WITH ORIGINAL
CONTRACT AND FOUND
CORRECT *GAM*

WARRANTY DEED

FIRST FIDELITY BANK, NA., NEW JERSEY

To

The State of New Jersey

Dated *SEPTEMBER 27, 1991*

THE FOREMENTIONED INSTRUMENT HAS
BEEN REVIEWED AND APPROVED AS TO
FORM AND CONTENT

ROBERT J. DELTUFO

ATTORNEY GENERAL OF NEW JERSEY



DEPUTY ATTORNEY GENERAL

BOOK 3943 PAGE 038

RECEIVED/RECORDED
MIDDLESEX COUNTY 10/24/91 111613
CONSIDERATION \$88,500.00 TAX \$26.00
DEED REC. FEE \$26.00
INSTRUMENT DEED 12086
NAME *PLB* \$.00

State Highway Route No. U.S. 1.
County Middlesex

RETURN TO →



NEW JERSEY
DEPARTMENT OF TRANSPORTATION
1035 PARKWAY AVENUE
TRENTON, NEW JERSEY
C/O TITLE BUREAU

BOOK 3943 PAGE 042

DEED

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

John F. McCarthy, Jr.
John F. McCarthy, Jr.

This Deed is made on February 5, 1990

BETWEEN MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

a corporation of the state of Delaware
having its principal office at World Financial Center, North Tower, New York,
New York 10281-1222, referred to as the Grantor.

AND FIRST FIDELITY BANK, N.A. NEW JERSEY, a New Jersey
banking corporation having its principal office at 550 Broad
Street, Newark, New Jersey, 07102,

whose post office address is

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 ---TWO MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$2,550,000.00)-----
The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of North Brunswick Township
Block No. 143 Lot No. 24.02 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 North Brunswick County of Middlesex and State of New Jersey. The legal description is:

BEGINNING at a point in the Southerly line of U.S. Highway Route No. 1, said point being Six Hundred Twenty-four and Forty-seven one hundredths (624.47) feet Westerly from a monument in the Southerly line of said highway, said monument being the dividing line between Tax Map Lot 24, Block 143 on the West and Lot 25 Block 143 on the East; thence running (1) South Eight Degrees No Minutes East (S 8° 00' E), Four Hundred Forty-Two and Forty-One One-Hundredths (442.41) feet to a point; thence (2) South Eighty-two degrees no minutes West (S 82° 00' W) Six Hundred Forty (640) feet to a point; thence (3) North Eight degrees no minutes West (N 8° 00' W), Four Hundred Forty-Two and Forty-One one-hundredths (442.41) feet to the Southerly line of U.S. Highway Route No. 1; thence (4) along the Southerly line of said Route No. 1, North Eighty-Two Degrees No Minutes East (N 82° 00' E) Six Hundred Forty (640) feet to the point and place of Beginning.

BEING the same premises conveyed to Merrill Lynch, Pierce, Fenner & Smith Incorporated by Fidelity Union Trust Company, by Deed dated June 23, 1980, and recorded in the Middlesex County Clerk's Office on June 25, 1980, in Deed Book 3147, pages 898&c.

In accepting this Deed, it is not the intention of the Grantee herein to consolidate the premises conveyed hereby, and known as Lot 24.02, Block 143; with the adjoining premises known as Lot 24.01, Block 143, owned by Grantee.

This conveyance is made subject to the following:

1. Easements in Deed Book 329, page 338; Deed Book 416, page 629; Deed Book 3168, page 301; and Deed Book 3202, page 683.
2. Slope rights as contained in Deed Book 1037, page 389; and Deed Book 1263, page 222.
3. Title does not extend by legal implication into the bed of U.S. Route 1 and 130.

CONSIDERATION \$2,550,000.00
REALTY TRANSFER TAX \$12,525.00
DATE 2/5/90 BY SJ

3835 734
BOOK 3835 PAGE 734

6.5 Acres
\$ 2,550,000
Commercial Code
file job
BIK. 143 Lot 24-2
map pg. 55

4. Slope and drainage rights in Deed Book 1055, page 380.

5. Terms, conditions and easements in Deed Book 3147, page 898. It is understood, however, that the premises conveyed by this Deed are the same premises conveyed to Grantor herein by Deed from Grantee (then known as Fidelity Union Trust Company), dated June 23, 1980, and recorded in the Middlesex County Clerk's Office in Deed Book 3147, page 898, which granted and reserved a number of easements for drainage, water and sewer service and similar services. Grantee, as the owner of the adjacent property benefitted and encumbered by such easements, in accepting this Deed agrees and acknowledges that such easements have merged with its fee simple title to the premises conveyed hereunder, which easements are null and void and of no further force and effect. The Deed recorded in Deed Book 3147, page 898, also contained a right of first refusal to purchase the property conveyed hereunder in favor of Grantee. Grantee, in accepting this Deed, also acknowledges that such right of first refusal is null and void and of no further force and effect.

6. Survey made by Amertech Engineering, Inc., dated July 15, 1980, shows proposed 30 foot wide Telephone Easement; 15 foot wide Utility Easement; 20 foot Storm Sewer Easement and 50 foot wide Retention Basin Easement crossing premises.

BOOK 3335 PAGE 735

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 date at the top of the first page. Its corporate seal is affixed.

MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED

Attested by:

Richard D. Kreuder
RICHARD D. KREUDER Assistant Secretary

By: *Howard L. Davis, Jr.*
Howard L. Davis, Jr. VICE President

STATE OF NEW YORK
~~NEW YORK~~ COUNTY OF NEW YORK SS.:
I CERTIFY that on February *5th*, 1990

- personally came before me and this person acknowledged under oath, to my satisfaction, that:
- (a) this person is the *Assistant* secretary of MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED 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 the *Vice* 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 \$2,550,000.00;
- (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on
February *5th*, 1990

Penelope Skeelos

PENELOPE SKELOS
Notary Public, State of New York
No. 4813352
Qualified in Nassau County
Commission Expires December 31, 19*90*

Richard D. Kreuder
(Print name of attesting witness below signature)
RICHARD D. KREUDER
ASSISTANT Secretary

DEED

RETURN TO

Dated: February 5, 1990

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

Record and return to:

Grantor.

Vincent J. Sharkey, Jr., Esq.
Riker, Danzig, Scherer, Hyland & Perretti

TO

Headquarters Plaza
One Speedwell Avenue
Morristown, New Jersey 07962-1981

FIRST FIDELITY BANK, N.A.
NEW JERSEY

Grantee.

24064
12525.00
#2226

SRI-A 11604517
TAX BOOK 2-15
ALPHA CD. ✓
PROP CD. ✓
FIELD BK. NO
COMPUTER 2-25
REG. FORM NO
SALES ✓ Commercial
DEDUCTIONS NO
COLLECTOR ad

Yes

RECORDED MIDDLESEX CTY

90 FEB 5 PM 2:37
BOOK 3835 PAGE 734

001548

Barbara M. Jones
MIDDLESEX COUNTY CLERK

BOOK 3835 PAGE 737

COUNTY OF MIDDLESEX	
CONSIDERATION	1,100,000.00
REALTY TRANSFER FEE	3,850.00
DATE	6 25 80 BY DJM

THIS DEED, made the 23rd day of June , 1980, between FIDELITY UNION TRUST COMPANY, a banking corporation existing under and by virtue of the laws of the State of New Jersey, having its principal office at 765 Broad Street, in the City of Newark, in the County of Essex and State of New Jersey (herein "Grantor") and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, a Delaware corporation, having an office at One Liberty Plaza, 165 Broadway, Attention: Locations Department in the City, County and State of New York/ (hereinafter "Grantee");

WITNESSETH, that the Grantor, for and in consideration of ONE MILLION ONE HUNDRED THOUSAND (\$1,100,000.00) DOLLARS lawful money of the United States of America, to it in hand well and truly paid by the Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the Grantee forever,

ALL that tract or parcel of land and premises, situate, lying and being in the Township of North Brunswick in the County of Middlesex and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the Southerly line of U.S. Highway Route #1, said point being Six Hundred Twenty-four and Forty-seven one hundredths (624.47) feet Westerly from a monument in the Southerly line of said highway, said monument being the dividing line between Tax Map Lot 24 Block 143 on the West and Lot 25 Block 143 on the East; thence running (1) South Eight degrees No minutes East (S. 8° 00' E.), Four Hundred Forty-two and Forty-one one-hundredths (442.41) feet to a point; thence (2) South Eighty-two degrees No minutes West (S. 82° 00' W.), Six Hundred Forty (640) feet to a point; thence (3) North Eight degrees No minutes West (N. 8°00' W.), Four Hundred Forty-two and Forty-one one-hundredths

Book 143 Lot 24-2

(442.41) feet to the Southerly line of U. S. Highway Route #1; thence (4) along the Southerly line of said Route #1, North Eighty-two degrees No minutes East (N. 82°00' E.), Six Hundred Forty (640) feet to the point and place of Beginning (hereinafter the "Property").

Being a portion of premises known and designated as Lot 24 in Block 143 on the current tax assessment map of the Township of North Brunswick.

The above description was prepared in accordance with an application by Grantor to the Planning Board of the Township of North Brunswick for minor subdivision approval, which approval was granted by the said Planning Board in accordance with the provisions of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et. seq.) on April 14, 1980. Execution hereof on behalf of said Planning Board is for the sole purpose of evidencing said minor subdivision approval.

PLANNING BOARD OF THE TOWNSHIP OF NORTH BRUNSWICK

FINAL APPROVAL

Date *April 14, 1980*

By PLANNING BOARD

TOWNSHIP OF NORTH BRUNSWICK

[Signature]
Chairman
[Signature]
Secretary

Being a portion of the premises conveyed to Grantor herein under deed from the Boy Scouts of America, dated March 7, 1980 and recorded in the Middlesex County Clerk's Office on March 19, 1980 in Deed Book 3135, page 888.

Together with the following easements over adjoining premises owned by Grantor in the Township of North Brunswick:

(a) an easement twenty feet wide to permit Grantee to install, maintain, repair, replace and, in common with Grantor, utilize a drainage line over the following premises:

BEGINNING at a point in the Southerly line of the Property, said beginning point being One Hundred Sixty-four (164) feet Westerly on a bearing of South Eighty-two degrees No minutes West (S. 82°00' W.) from the beginning of the Second course of the above description of the Property; thence running (1) South Sixty-five degrees No minutes West (S. 65°00' W.), One Hundred Thirty-nine and Forty-two one-hundredths (139.42) feet to an existing ditch; thence (2) North Twenty-five degrees No minutes West (N. 25°00' W.), Twenty (20) feet to a point; thence (3) parallel with the first course and Twenty (20) feet Northerly as measured at right angles therefrom, North Sixty-five degrees No minutes East (N. 65°00' E.), Seventy-four (74) feet to the Southerly line of the Property; thence (4) along the Southerly line of the Property North Eighty-two degrees No minutes East (N. 82°00' E.), Sixty-eight and Forty-one one-hundredths (68.41) feet to the place of Beginning.

Grantor shall have the right to relocate or enlarge said drainage line on its premises. The cost of such relocation shall be borne by Grantor; the cost of such enlargement shall be borne by the party whose use necessitated such enlargement, or shared by the parties in accordance with their respective increases in use subsequent to the last such enlargement, or subsequent to installation of the drainage line, whichever is applicable. The cost of maintenance and repair of the drainage line on Grantor's adjoining premises shall be shared equally by the parties.

(b) an easement to permit Grantee to install, maintain, repair, replace and, in common with Grantor, utilize the detention basin and drainage system (hereinafter the "Detention Basin") on Grantor's adjoining premises in the location indicated on Exhibit A attached hereto and made a part hereof, together with the right to use (and repair, if necessary), in common with Grantor, joint

drainage facilities between the termination of said Detention Basin and Route 130. Initially, 75% of the cost of maintenance and repair of the Detention Basin shall be borne by Grantee, and the remaining 25% by Grantor. These percentages shall be adjusted on the request of either party (but not more frequently than once each six months) such that each party will pay that portion of the cost of maintenance and repair equal to the ratio between the amount of water flowing from its property into the Detention Basin and the total amount of water flowing from both properties into the Detention Basin. Grantor shall have the right to relocate the Detention Basin as reasonably required by its future development plans and on reasonable advance notice to Grantee. The cost of such relocation shall be borne by the parties in accordance with the then prevailing allocation of maintenance and repair costs as hereinabove set forth; provided, however, that Grantee shall not be responsible for any portion of the cost of relocation subsequent to the first such relocation by Grantor. It is the understanding of the parties that the Detention Basin will accommodate drainage requirements from the Property upon completion of the development indicated on the site plan heretofore submitted to and approved by the North Brunswick Planning Board. Grantee shall not be permitted to enlarge the Detention Basin; any development on the Property beyond that shown on the said site plan shall provide for sufficient retention on the Property to accommodate additional drainage incident to such development. Grantor, at its expense, shall enlarge the Detention Basin as is necessary to accommodate future development on its adjoining premises, promptly upon completion of such development.

(c) an easement twenty feet wide to permit Grantee to install, maintain, repair and replace a connector sewer line

from the Property to the sewer line on Grantor's adjoining premises over the following premises:

BEGINNING at a point in the Southerly line of the Property, said beginning point being One Hundred Eighty (180) feet Westerly on a bearing of South Eighty-two degrees No minutes West (S. 82°00' W.) from the beginning point of the Second course of the above description of the Property; thence running (1) South Fifty-seven degrees No minutes West (S. 57°00' W.), Ninety-nine and Fifteen one-hundredths (99.15) feet to a point; thence (2) South Eight degrees No minutes East (S. 8°00' E.), Ninety-two and Five tenths (92.5) feet to an angle point; thence (3) South Nineteen degrees Fifteen minutes East (S. 19°15' E.), Eighty (80) feet to a point; thence (4) South Seventy degrees Forty-five minutes West (S. 70°45' W.), Twenty (20) feet to a point; thence (5) North Nineteen degrees Fifteen minutes West (N. 19°15' W.), Eighty-one and Ninety-seven one-hundredths (81.97) feet to an angle point; thence (6) North Eight degrees No minutes West (N. 8°00' W.), One Hundred Seven and Twenty-one one-hundredths (107.21) feet to an angle point; thence (7) North Fifty-seven degrees No minutes East (N. 57°00' E.), Sixty-nine (69) feet to the Southerly line of the Property; thence (8) along the Southerly line of the Property, North Eighty-two degrees No minutes East (N. 82°00' E.), Forty-seven and Thirty-two one-hundredths (47.32) feet to the place of Beginning.

Together with the right to use (and repair, if necessary), in common with Grantor, the joint sewer line on Grantor's adjoining premises. Grantor shall have the right to relocate or enlarge the joint or connector sewer line as required by its present or future development plans. The cost of any such relocation shall be borne by Grantor; the cost of any such enlargement shall be borne by the

party whose use necessitated such enlargement, or shared by the parties in accordance with their respective increases in use subsequent to the last such enlargement, or subsequent to installation of the joint sewer line, whichever is applicable. The cost of maintenance and repair of the joint sewer line shall be shared by the parties in accordance with their respective uses; maintenance and repair of the connector sewer line shall be the sole responsibility of Grantee.

(d) easements each twenty feet wide to permit Grantee to install, maintain, repair and replace connector water and fire lines from the Property to lines on Grantor's adjoining premises over the following premises:

(Connector Water Line):

BEGINNING at a point in the Southerly line of the Property, said beginning point being Forty and Fifteen one-hundredths (40.15) feet Westerly on a bearing of South Eighty-two degrees No minutes West (S. 82°00' W.) from the beginning of the Second course of the above description of the Property; thence running (1) South Eight degrees No minutes East (S. 8°00' E.) and in part along the westerly wall of an existing building, Two Hundred Seventy-five (275) feet to a point; thence (2) South Eighty-two degrees No minutes West (S. 82°00' W.), Twenty-five (25) feet to a point; thence (3) South Eight degrees No minutes East (S. 8°00' E.), Four (4) feet to a point in the northerly wall of an existing building; thence (4) South Eighty-two degrees No minutes West (S. 82°00' W.) and along said northerly wall, Twenty (20) feet to a point; thence (5) North Eight degrees No minutes West (N. 8°00' W.), Twenty-four (24) feet to a point; thence (6) North Eighty-two degrees No minutes East (N. 82°00' E.), Twenty-five (25) feet to a point; thence (7) North Eight degrees No minutes West (N. 8°00' W.), Two Hundred Fifty-five (255) feet to a

point in the Southerly line of the Property; thence (8) along the Southerly line of the Property, North Eighty-two degrees No minutes East (N. 82°00' E.) Twenty (20) feet to the place of Beginning.

(Connector Fire Line):

BEGINNING at a point in the Easterly line of the Property, said beginning point being Four Hundred Two and Forty-one one-hundredths (402.41) feet Southerly on a bearing of South Eight degrees No minutes East (S. 8°00' E.) from the beginning of the First course of the above description of the Property; thence running (1) North Eighty-two degrees No minutes East (N. 82°00' E.), Fifty (50) feet to a point; thence (2) South Eight degrees No Minutes East (S. 8°00' E.), Twenty (20) feet to a point; thence (3) South Eighty-two degrees No minutes West (S. 82°00' W.), Fifty (50) feet to a point in the Easterly line of the Property; thence (4) along the aforesaid Easterly line, North Eight degrees No minutes West (N. 8°00' W.), Twenty (20) feet to the place of Beginning.

Together with the right to use (and repair, if necessary), in common with Grantor, the joint water and fire lines on Grantor's premises, and the water tower and related equipment providing water and fire line service. Grantor shall have the right to relocate, modify, change or replace such joint or connector water or fire lines or the water tower or any related equipment providing such service, at its cost and expense. The cost of maintenance and repair of joint water lines, as well as the equipment providing service, shall be shared by the parties in accordance with their respective uses, as shown by meter readings; the cost of maintenance and repair of joint fire lines and equipment shall be shared by the parties in direct proportion to the respective

floor areas of the buildings served by those lines. The cost of maintenance and repair of connector water and fire lines shall be the responsibility of Grantee. Grantor makes no representation as to the quality of water or the adequacy or continuity of supply thereof, or the pressure of such supply, and Grantee hereby releases Grantor from any and all claims, demands, suits, liability or damages which Grantee may now or in the future have or suffer by reason of its use of the water or fire lines or interruption or inadequacy in the availability of water therefrom, beyond Grantor's reasonable control. The provisions of this paragraph (d) shall inure to the benefit of Grantee only, and only for such period of time as Grantor is the owner of the adjoining premises; upon the first to occur of (i) the installation of water and fire lines to the Property directly from the utility providing service, (ii) the expiration of one year following sale of the Property or any part thereof by Grantee (except to any parent, affiliated or subsidiary company of Grantee, as hereinafter defined), or (iii) the expiration of one year following sale of the adjoining premises or any part thereof by Grantor, the provisions of this paragraph (d) shall become null and void and said water and fire line easements shall expire.

This deed is being delivered subject to the following easement over the Property:

(e) an easement twenty feet wide to permit Grantor to install, maintain, repair, replace and, in common with Grantee, utilize a joint drainage line on the Property, said easement over the following premises:

BEGINNING at a point in the Easterly line of the Property, said beginning point being Three Hundred Seventy-one and thirty-six one-hundredths (371.36) feet Southerly on a bearing of South Eight degrees No minutes East (S. 8°00' E.) from the

beginning of the First course of the above description of the Property; thence running (1) South Sixty-five degrees No minutes West (S. 65°00' W.), Two Hundred Forty-three and Two one-hundredths (243.02) feet to a point in the Southerly line of the Property; thence (2) along said Southerly line North Eighty-two degrees No minutes East (N. 82° 00' E.); Sixty-eight and Forty-one one-hundredths (68.41) feet to a point; thence (3) North Sixty-five degrees No minutes East (N. 65°00' E.), and parallel with the First course and Twenty (20) feet Southerly as measured at right angles therefrom, One Hundred Seventy-one and Forty-nine one-hundredths (171.49) feet to a point in the Easterly line of the Property; thence (4) along said Easterly line North Eight degrees No minutes West (N. 8°00' W.), Twenty and Ninety-one one-hundredths (20.91) feet to the place of Beginning.

Grantee shall have the right to relocate or enlarge the joint drainage line on the Property. The cost of such relocation shall be borne by Grantee; the cost of such enlargement shall be borne by the party whose use necessitated such enlargement, or shared by the parties in accordance with their respective increases in use subsequent to the last such enlargement, or subsequent to installation of the joint drainage line, whichever is applicable. Grantor shall have the right, at its expense, to relocate or enlarge said drainage line within the easement area as required by its future development plans, and on prior written notice to Grantee. If such relocation or enlargement necessitates modification to inlets or hook-ups to the drainage line on the Property, costs associated therewith shall be borne by Grantee. The cost of maintenance and repair of that portion of the drainage line on the Property shall be shared equally by the parties.

For purposes of paragraphs (c), (d) and (e) above, "joint" water or sewer lines are lines which provide service both to the Property and adjoining premises of Grantor; "connector" lines are lines which provide service only to the Property.

Prior to the installation of the Detention Basin or any connector lines hereinabove designated, Grantee shall, at its sole cost and expense, secure all necessary approvals or permits of governmental bodies having jurisdiction or companies supplying service. Upon completion of any relocation as hereinabove provided, revised survey descriptions of the easement areas shall be prepared and an easement modification agreement shall be prepared, duly executed by the parties, and recorded in the Middlesex County Clerk's office, locating the easement areas as ten feet on either side of the relocated pipes, lines, or Detention Basin. The cost of preparing and recording such agreement shall be shared equally by the parties. In granting the drainage, Detention Basin, sewer line, water line and fire line easements hereinabove described, Grantor makes no representation as to the adequacy thereof to serve Grantee's present or future needs, and Grantee hereby releases Grantor from any and all claims, demands, suits, liability or damage which Grantee may now or in the future have or suffer by reason of such lines or the Detention Basin or the failure or inadequacy thereof, provided that Grantor does not, through its own increased usage, not promptly corrected through an enlargement thereof, render such lines or the Detention Basin inadequate for Grantee's present use or, to the extent Grantee caused an adequate enlargement to be made, for Grantee's future use. The party responsible for installing or relocating lines as hereinabove provided shall give the other party reasonable advance notice thereof and shall upon completion, restore the

surface of the property affected as nearly as reasonably possible to its condition and appearance prior thereto.

The easement areas on Grantor's premises, as hereinabove designated, and as the same may be changed from time to time as herein provided, are for the joint use of Grantor and Grantee, and Grantor may use said areas for any purpose not inconsistent with the use, maintenance, repair or replacement of drainage, sewer, water or fire lines by Grantee or the use, maintenance or repair of the Detention Basin by Grantee, including the erection of structures or other improvements thereon and the installation of utility lines therein. If such use by Grantor necessitates a relocation of such lines, such relocation shall be performed as hereinabove provided.

The easement area on the Property as delineated in paragraph (e) as the same may be changed from time to time as herein provided, is also for the joint use of Grantor and Grantee, and Grantee may use said area for any purpose not inconsistent with the use, maintenance, repair or replacement of drainage lines by Grantor, including the erection of structures or other improvements thereon and the installation of utility lines therein. If such use by Grantee necessitates a relocation of such line, such relocation shall be performed as hereinabove provided at Grantee's expense.

Either party, on not less than thirty (30) days' written notice to the other party, may terminate any easement granted to it hereunder and be relieved of all responsibilities in connection therewith provided that the appropriate easement termination agreement is prepared, executed by the party relinquishing the easement, and recorded in the Middlesex County Clerk's Office within that thirty (30) day period, and further provided that the party relinquishing the easement first secures requisite approvals

of governmental bodies having jurisdiction, including without limit appropriate bodies of the Township of North Brunswick.

This deed is also being delivered subject to the following:

1. Slope and drainage easements as set forth in Deed Book 1037 page 389, Deed Book 1055 page 380 and Deed Book 1263 page 222, in the Middlesex County Clerk's office;

2. Easements to New Jersey Bell Telephone Company along the northerly and easterly lines of the Property, twenty and fifteen feet in width, respectively, for the installation and maintenance of utility lines; and

3. Easements as set forth in Deed Book 329 page 338 and Deed Book 416 page 629 in the Middlesex County Clerk's Office.

By acceptance of the within deed, Grantee covenants and agrees that in the event it shall elect to sell and shall have received an offer acceptable to it to purchase the Property, or any part thereof within twenty years after the date of this deed, Grantor shall have a right of first refusal to purchase said lands and premises, or any part thereof, on the same terms and conditions as stated in such offer. Upon Grantor's failure to execute a Contract for Sale with Grantee containing such terms and conditions within twenty days after notice thereof from Grantee, Grantee shall be free to sell said lands and premises or portion thereof to such third person in accordance with the terms and conditions of its offer. This right of first refusal shall remain in effect for portions of the Property not so sold, and until the expiration of such twenty year period. The provisions of this paragraph shall not be applicable to any sale or dedication of the Property or any part thereof for public road or highway purposes or to any sale to any parent, affiliated or subsidiary company of Grantee. For purposes of the preceding sentence (and paragraph (d) above), a parent means an entity owning in excess of 50% of

the capital stock of Grantee, an affiliate means a company with the same parent or ultimately owned by the same parent, and a subsidiary means a company more than 50% of whose capital stock is owned by Grantee. In the event of such sale to any parent, affiliated or subsidiary company of the Grantee, Grantee shall guarantee to Grantor the prompt performance of all of the terms and conditions herein set forth.

TOGETHER with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise pertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the Property herein described, and every part and parcel thereof, with the appurtenances. To have and to hold all and singular, the Property described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

AND the Grantor covenants that other than as set forth hereinabove, it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the Property conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

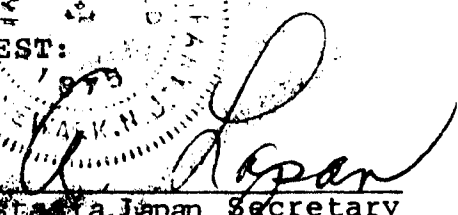
In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and

shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

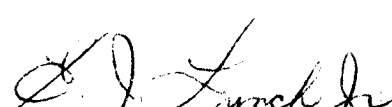
IN WITNESS WHEREOF, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above

written.

ATTEST:


Anastasia Lapan, Secretary

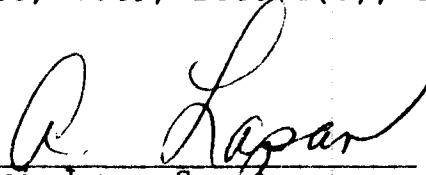
FIDELITY UNION TRUST COMPANY

By: 
Eugene J. Lynch, Jr., Vice President

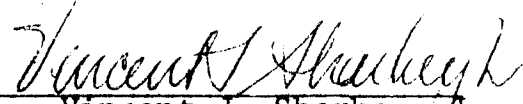
STATE OF NEW JERSEY)
 : SS.:
COUNTY OF ESSEX)

BE IT REMEMBERED, that on June , 1980, before me, the subscriber, an attorney at Law of New Jersey, personally appeared Anastasia Lapan, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of Fidelity Union Trust Company, the Corporation named in the within instrument; that Eugene J. Lynch, Jr. is the ^{Vice}/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 the said Corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness; and that the full and actual consideration paid or to be 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 \$1,100,000.00.

Sworn to and subscribed
before me the date
aforesaid.



Anastasia Lapan, Secretary



Vincent J. Sharkey, Jr.
An Attorney at Law of New Jersey
Prepared by:

Vincent J. Sharkey, Jr., Esq.
744 Broad Street - Suite 1400
Newark, New Jersey 07102

RECEIVED AND RECORDED
MIDDLESEX COUNTY CLERK
NEW JERSEY, N.J.

5682

DEED

555 325 9427 A00050.00 TX

555 325 9428 A00023.25 00

80 JUN 25 11:06

BOOK 3147 PAGE 908
THOMAS J. WYNEUX
COUNTY CLERK

From:

FIDELITY UNION TRUST COMPANY

to

MERRILL, LYNCH, PIERCE, FENNER
& SMITH INCORPORATED

DATED: June 23, 1980

Record and Return to:

747-186

NEW JERSEY REALTY TITLE INSURANCE COMPANY
 730 [REDACTED] BROAD STREET # 9740
 3RD FLR [REDACTED]
 NEWARK, NEW JERSEY 07102

23.2 Feb
3,530,000

4741153

BOOK 3147 PAGE 914

24.04

THIS INDENTURE, made this 8th day of SEPTEMBER, nineteen hundred and eighty (19 80), between Merrill Lynch, Pierce, Fenner and Smith Incorporated having its principal office at 165 Broadway, One Liberty Plaza, New York, New York 10080 hereinafter called "Grantor", and

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation having its office at 80 Park Plaza, Newark, New Jersey, and ~~NEW JERSEY BELL TELEPHONE COMPANY~~, a corporation having its office at 540 Broad Street, Newark, New Jersey, hereinafter called "Grantees". (If name of New Jersey Bell Telephone Company is deleted, the language of this indenture shall be deemed amended accordingly to apply to Grantor and Public Service Electric and Gas Company.)

WITNESSETH:

Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to it in hand paid by Grantees, the receipt whereof is hereby acknowledged, and in consideration of the premises, covenants and conditions hereinafter contained and the mutual benefits to be derived herefrom, has given, granted, and conveyed and by these presents does give, grant, and convey unto Grantees, the right, privilege, authority and an easement in perpetuity to install, construct, reconstruct, operate, maintain, inspect, repair, remove and replace utility facilities, hereinafter called "facilities" in, on, and over the property of Grantor, situate in the Township of North Brunswick, Middlesex County, New Jersey, approximately as shown on drawing number DNB-RW-3363 hereto attached, and hereby made a part hereof, for the purpose of supplying electric and telephone service thereto and for the conduct of their respective businesses, together with the right of access to said property for the aforesaid purposes.

Grantor grants to Grantees the right to trim and keep trimmed all trees which shall in any way interfere with the installation, operation, or maintenance of said facilities.

Grantees agree that said facilities shall be kept in proper condition and that when it opens or disturbs the surface of said property it will, at its own expense, restore the surface of said property to substantially the same condition in which it was immediately prior thereto.

Grantor shall comply with the requirements of the National Electrical Code and the National Electrical Safety Code as applicable to clearances to any buildings or structures and agrees that no buildings or structures shall be erected over or under said facilities.

If Grantor shall, at any time after the initial installation of said facilities, request Grantees to relocate said facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Grantor, Grantees to have the same rights and privileges in the new location or locations as in the former location or locations.

Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be requisite, and that Grantees shall have the quiet possession thereof free from all encumbrances.

By the acceptance of this instrument Grantees agree to abide by the terms and conditions herein on their part to be performed and shall be deemed signatories hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors, and assigns.

BL 143 JM 24-2

IN WITNESS WHEREOF, Grantor has duly signed and sealed these presents the day and year first above written.

(Individual Signature)

Signed, sealed, and delivered _____

in the presence of

_____ (L.S.)

_____ (L.S.)

Merrill Lynch Pierce Fenner & Smith Incorporated

By *[Signature]*
ASS'T VICE PRESIDENT

Richard O. Potter
ASSISTANT SECRETARY

(Individual Acknowledgement)

STATE OF _____ }
COUNTY OF _____ } SS.

BE IT REMEMBERED, that on this _____ day of _____, nineteen hundred and _____, before me, the subscriber, _____ personally appeared

_____ who, I am satisfied, _____ the grantor mentioned in the within Indenture, and _____ 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 or to be 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 less than \$100.00

(Corporate Acknowledgement)

STATE OF _____ }
COUNTY OF _____ } SS.

BE IT REMEMBERED, that on this _____ day of _____, nineteen hundred and _____, before me, the subscriber, _____ a notary public of _____ personally appeared _____ who, I am satisfied, is _____ President of _____

_____, the Corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and he acknowledged that said instrument was made by said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors. The full and actual consideration paid or to be 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 less than \$100.00.

Prepared By: D. P. Connor



----- 1/2" = 1'

----- UNDERGROUND FACILITIES
 --- PROPOSED POLE
 □ PROPOSED TRANSFORMER PAD

60 0

PROPERTY OF PERALTA ELECTRIC COMPANY, INCORPORATED AS AN ASSET OF DUCOM, INC. SITUATE IN THE TOWNSHIP OF THIRY HILLS, COUNTY OF MIDDLESEX STATE OF NEW JERSEY.			
DATE: 8/26/80	DRAWN BY: AS SHOWN	CHECKED BY:	TITLE:
PROJECT: NEW EDWISWICK DIVISION	PUBLIC SERVICE ELECTRIC AND GAS COMPANY	ENGINEER:	DRAWING NO.: DNE-RW-8001

BOOK 3188 PAGE 303

BOOK 3158 PAGE 304

MAILED	✓
PROCESSED	✓
INDEXED	✓
RECORDED	✓
FILED	✓
BOOK	✓

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13 25

80 NOV 28 P 2:26
 BOOK 3158 PAGE 304
 THOMAS J. TREUX
 COUNTY CLERK

RECORDED
INDEXED
JUL 24, 1906

11148

PLEASE RETURN TO
 PUBLIC SERVICE ELECTRIC & GAS CO.
 NEW BRUNSWICK, N.J.

PLEASE RETURN TO
 PUBLIC SERVICE ELECTRIC & GAS CO.
 P. O. BOX 190
 NEW BRUNSWICK, NEW JERSEY 08903

555 208 692 M00013.25 00

4660504

24.02

THIS INDENTURE, made this 22nd day of OCTOBER, nineteen hundred and eighty (19 80), between Fidelity Union Trust Company having an office at 765 Broad Street, Newark, New Jersey 07101

hereinafter called "Grantor", and

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation having its office at 80 Park Plaza, Newark, New Jersey, and NEW JERSEY BELL TELEPHONE COMPANY, a corporation having its office at 540 Broad Street, Newark, New Jersey, hereinafter called "Grantees". (If name of New Jersey Bell Telephone Company is deleted, the language of this indenture shall be deemed amended accordingly to apply to Grantor and Public Service Electric and Gas Company.)

WITNESSETH:

Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to it in hand paid by Grantees, the receipt whereof is hereby acknowledged, and in consideration of the premises, covenants and conditions hereinafter contained and the mutual benefits to be derived herefrom, has given, granted, and conveyed and by these presents does give, grant, and convey unto Grantees, the right, privilege, authority and an easement in perpetuity to install, construct, reconstruct, operate, maintain, inspect, repair, remove and replace utility facilities, hereinafter called "facilities" in, on, and over the property of Grantor, situate in the Township of North Brunswick, Middlesex County, New Jersey, approximately as shown on drawing number DNB-RW-3367 hereto attached, and hereby made a part hereof, for the purpose of supplying electric and telephone service thereto and for the conduct of their respective businesses, together with the right of access to said property for the aforesaid purposes.

Grantor grants to Grantees the right to trim and keep trimmed all trees which shall in any way interfere with the installation, operation, or maintenance of said facilities.

Grantees agree that said facilities shall be kept in proper condition and that when it opens or disturbs the surface of said property it will, at its own expense, restore the surface of said property to substantially the same condition in which it was immediately prior thereto.

Grantor shall comply with the requirements of the National Electrical Code and the National Electrical Safety Code as applicable to clearances to any buildings or structures and agrees that no buildings or structures shall be erected over or under said facilities.

If Grantor shall, at any time after the initial installation of said facilities, request Grantees to relocate said facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Grantor, Grantees to have the same rights and privileges in the new location or locations as in the former location or locations.

Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be requisite, and that Grantees shall have the quiet possession thereof free from all encumbrances.

By the acceptance of this instrument Grantees agree to abide by the terms and conditions herein on their part to be performed and shall be deemed signatories hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors, and assigns.

Blk 143 LN 24-1

IN WITNESS WHEREOF, Grantor has duly signed and sealed these presents the day and year first above written.

(Individual Signature)

~~Signed, sealed, and delivered~~

~~in the presence of _____ (L.S.)~~

~~_____ (L.S.)~~

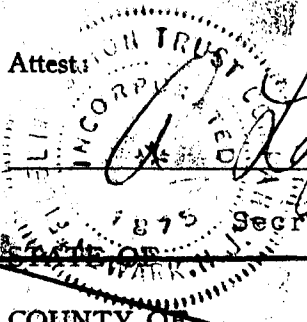
Fidelity Union Trust Company

(Corporate Signature)

(Seal)

By *Eugene J. Lynch, Jr.*
Vice President

Attest: *Eugene J. Lynch, Jr.*
Secretary



(Individual Acknowledgement)

~~COUNTY OF _____ } SS.~~

~~BE IT REMEMBERED, that on this _____ day of _____, nineteen hundred and _____, before me, the subscriber, _____ personally appeared~~

~~and _____ who, I am satisfied, _____ the grantor mentioned in the within Indenture, 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 or to be 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 less than \$100.00~~

(Corporate Acknowledgement)

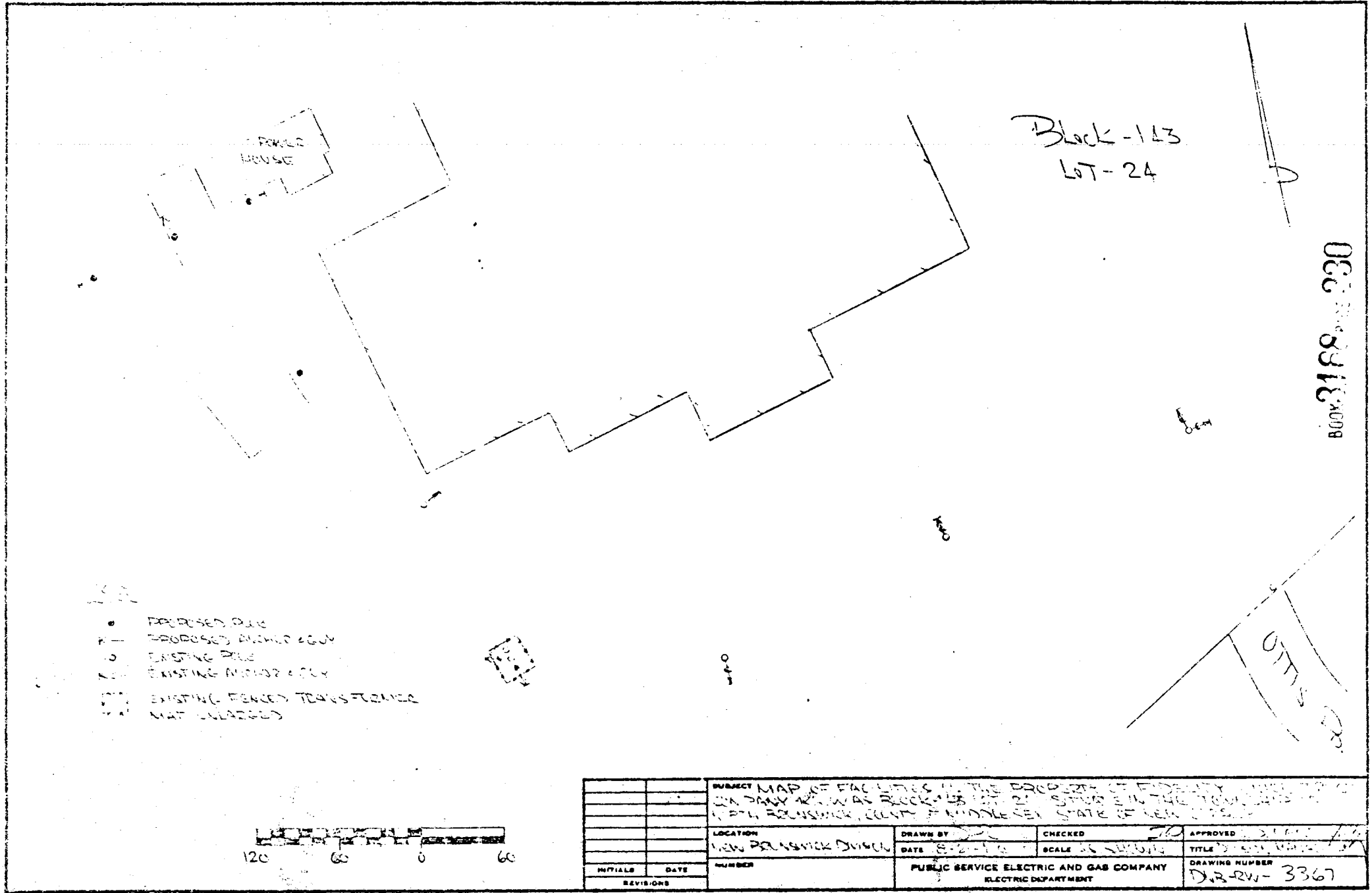
STATE OF New Jersey }
COUNTY OF Essex } SS.

BE IT REMEMBERED, that on this 22nd day of October, nineteen hundred and eighty _____, before me, the subscriber, a notary public _____ personally appeared Eugene J. Lynch, Jr. who, I am satisfied, is Vice President of Fidelity Union Trust Company

_____ the Corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and he acknowledged that said instrument was made by said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors. The full and actual consideration paid or to be 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 less than \$100.00.

Prepared By: D. P. Connor

M. Doris Westendorf
M. DORIS WESTENDORF
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 22, 1984



BOOK 3168 PAGE 331

SEARCHED	
INDEXED	
SERIALIZED	
FILED	

[Handwritten signature]

RECORDED
CLERK
MUNICIPALITY

80 NOV 20 P 2: 26

BOOK 3168 PAGE 328
MUNICIPALITY CLERK

11154

PLEASE RETURN TO
PUBLIC SERVICE ELECTRIC & GAS CO.
P. O. BOX 190
NEW BRUNSWICK, NEW JERSEY 08903

13-25

555 208 692 M00013.25 00

4660507



State of New Jersey
DEPARTMENT OF TRANSPORTATION

1035 PARKWAY AVENUE
C/O 600
TRENTON, NEW JERSEY 08625
Ph. (609) 530-2385

Thomas M. Downs
Commissioner

IN REPLY PLEASE REFER TO
File
Route 1(1953)
Section 6
Parcel(s) R41

Owner: First Fidelity
Bank, N.A.

January 16, 1992

Ms. Susan Supak
Tax Assessor
711 Hermenn Road
Box 182
North Brunswick, N.J. 08902

Property Description:

Block 143

Lot 24.02

Dear Ms. Supak:

The State of New Jersey has acquired .190 acres ~~square feet~~
of land and ~~improvements~~ from the above owner for future
highway construction.

Title vested into the State of New Jersey on 10/2/91 by deed ~~Declaration of~~
~~Taking~~

Please provide this office with the change in the assessed valuation to reflect the
taking and the tax rate for the year of the taking. This will enable us to calculate a
Tax Reimbursement to the prior owner for the balance of the year of the taking.
*(PLEASE SHOW CHANGE IN ASSESSED VALUATION PRIOR TO RE-VALUATION IF ANY).

	YEAR <u>1991</u>	YEAR <u>1992</u>	CHANGE
ASSESSED VALUATION LAND	<u>390000</u>	<u>378600</u>	<u>-11400</u>
ASSESSED VALUATION IMP.	<u>983000</u>	<u>983000</u>	<u>-00</u>
<u>1991</u> TAX RATE <u>3.31</u>	INCLUSIVE OF FIRE DISTRICT (IF ANY).		

Please return data in envelope provided and thank you for your cooperation.

Respectfully,

Nancy Rizzuto

Nancy Rizzuto
Supervisor Special Projects
Bureau of Titles

RJG:
Enclosure

P.S. KEEP A COPY FOR YOUR RECORDS
New Jersey Is An Equal Opportunity Employer

Mailed 1-28-92

24.02



IN REPLY PLEASE REFER TO

Route: U.S. 1(1953)

Section: 6

Parcel: R41

Owner: First Fidelity Bank
NA New Jersey

Thomas M. Downs
~~Hazel Frank Clark~~
COMMISSIONER

State of New Jersey
DEPARTMENT OF TRANSPORTATION

1035 PARKWAY AVENUE
CN 600
TRENTON, NEW JERSEY 08625

October 17, 1991

Susan Supak
Township of North Brunswick
Tax Assessor
N. Brunswick, NJ 08902

Handwritten:
143-
24-2

Dear Ms. Supak:

In accordance with N.J.S.A. 54:4-3.3b, this is your notification that the State of New Jersey, Department of Transportation, has acquired property identified as:

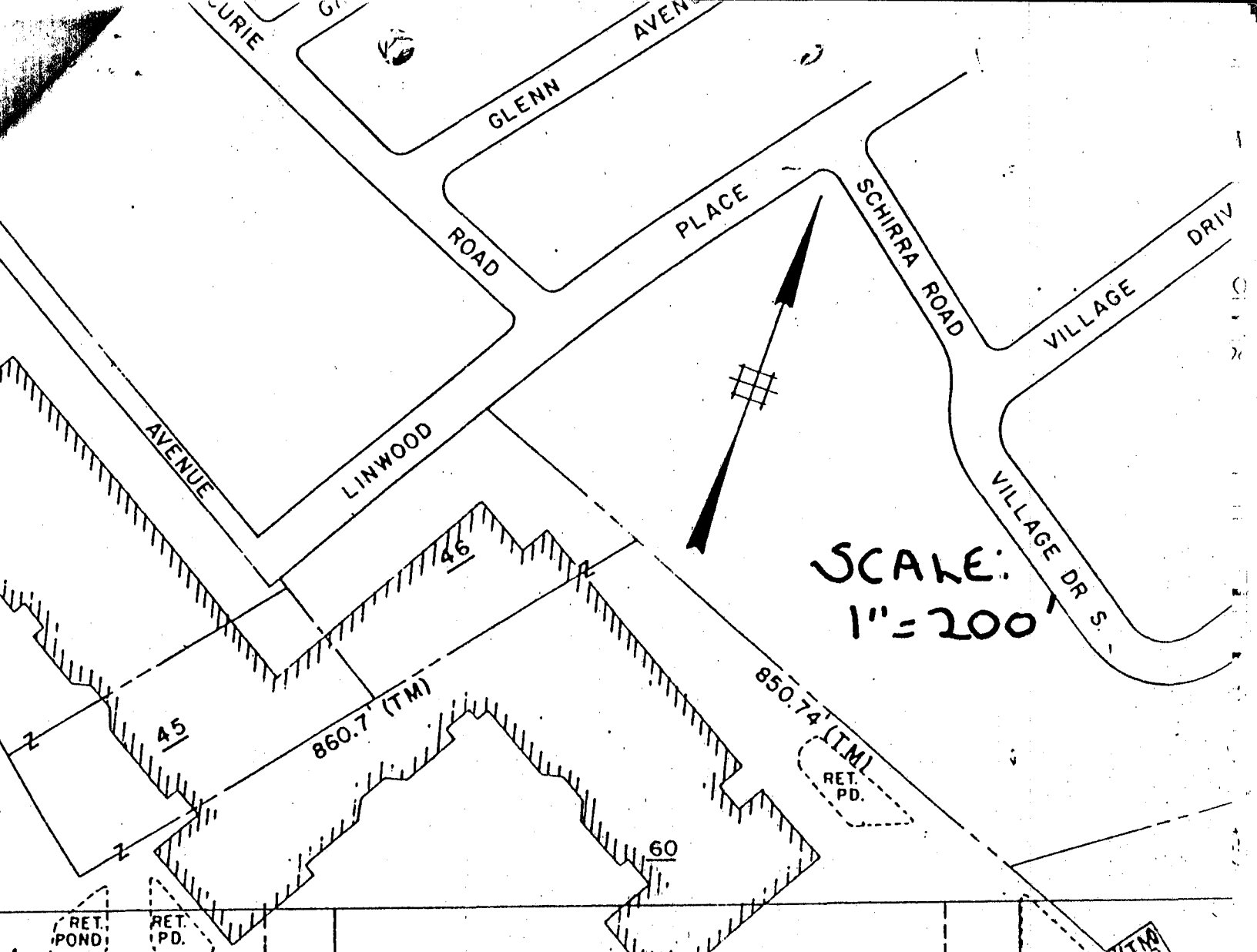
PARCEL R41
ROUTE U.S. 1(1953)
SECTION 6 Block 143 Lot 24.02 Partial Taking

by deed from First Fidelity Bank NA New Jersey
dated September 27, 1991
and sent for recording on this day.

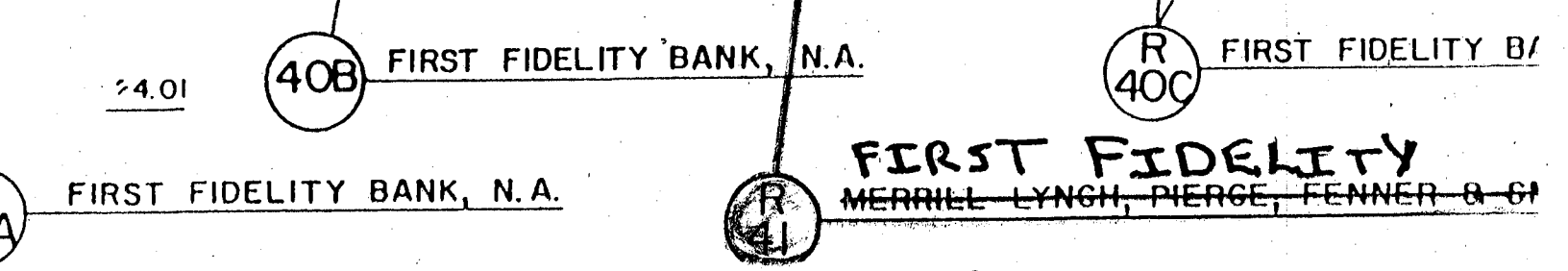
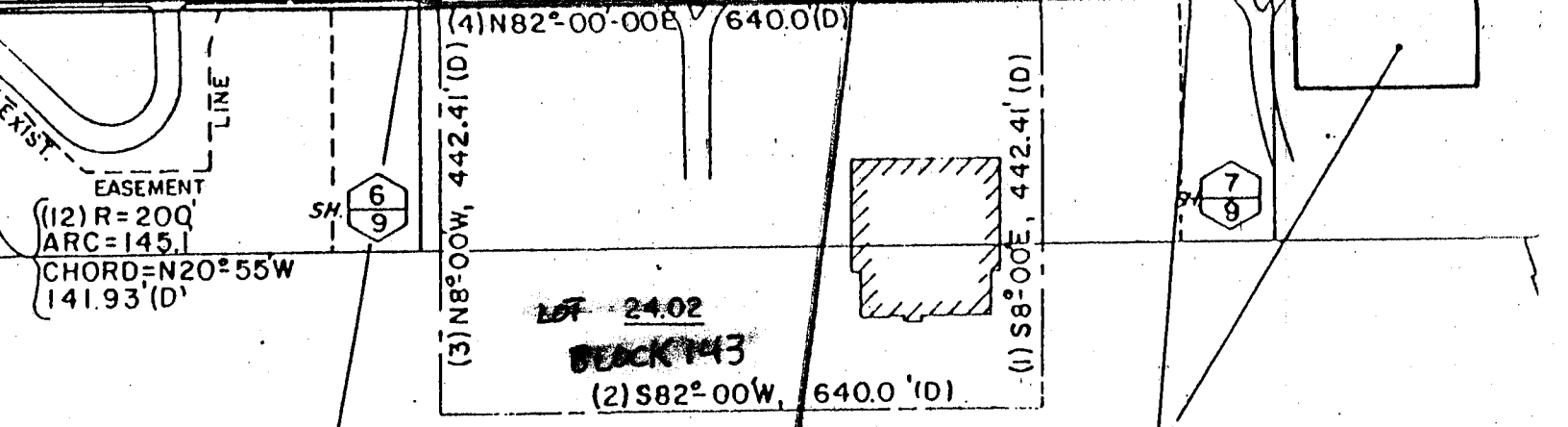
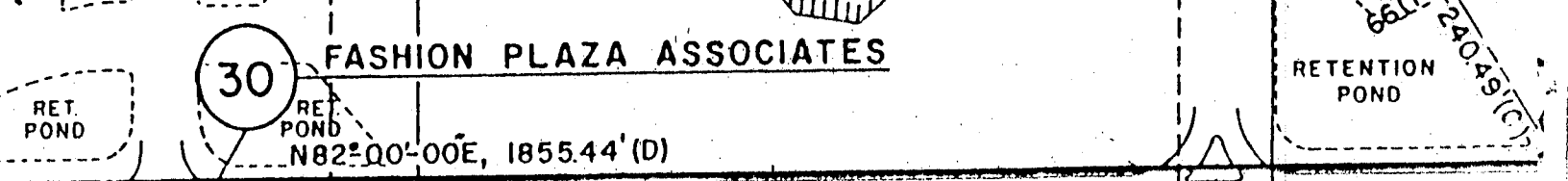
Very truly yours,

Nicholas Poveromo
~~Title Officer III~~ Acting Manager
Bureau of Titles

NP/ vmd



SCALE:
1" = 200'



New Jersey
Department Of Transportation
ENTIRE TRACT MAP
ROUTE U.S. 1 (1953) SECTION 6.

Wachovia Bank etc

Plaintiff(s),

v

North Brunswick Tp

Defendant(s).

:

CIVIL ACTION
JUDGMENT

:

:

A complaint and counterclaim having been filed and the parties having requested that the complaint and counterclaim be withdrawn, the complaint and counterclaim are dismissed.

Block: 143
Lot: 24.2
Street Address: 100 Fidelity Plaza
Year: 2004

A TRUE COPY

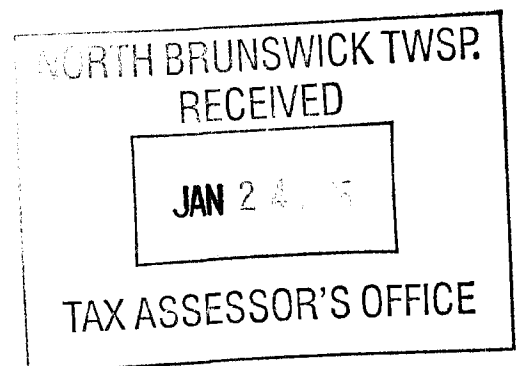
Diane L. Ailey
DIANE L. AILEY, Administrator/Clerk
Tax Court of New Jersey

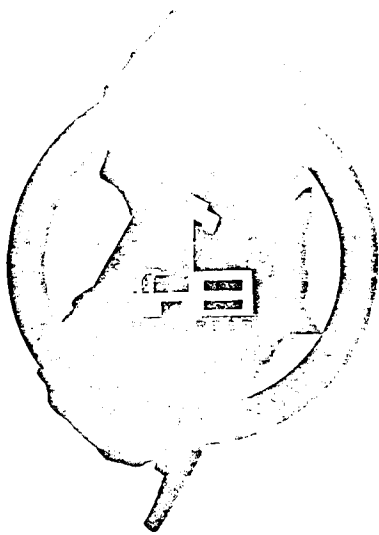
Diane L. Ailey

Diane L. Ailey
Administrator/Clerk
Tax Court of New Jersey

Entered: 1/21/2005

Attorney for Plaintiff: Richard C Stewart Esq
Attorney for Defendant: Harry Haushalter Esq





Township of North Brunswick

NEW JERSEY

711 HERMANN ROAD
POST OFFICE BOX 182
NORTH BRUNSWICK, N. J. 08902
TEL. (201) 247-0922

August 3, 1981

Merrill Lynch, Pierce, Fenner & Smith Inc.
1 Liberty Plaza, 165 Broadway
New York, N.Y.
Attn: Locations Department

Dear Sir,

The construction of an addition to the Merrill Lynch property at Routes 1 and 130, shown as Block 143 Lot 24-2 on the North Brunswick tax map, will make changes in the property assessment beginning in 1982.

The new assessment figures will be:

Land	-	\$ 97,500
Building	-	<u>410,700</u>
TOTAL:	-	\$508,200

In addition since the new facility was in use prior to 1982, Merrill Lynch will be billed on October 1 for an added assessment to cover those portions of previous tax years involved. The added assessment will be as follows:

Addition assessed at \$168,500	
1980 - 1 month at \$4.30/100 =	\$ 603.79
1981 - 12 months at \$4.32/100=	<u>7,279.20</u>
TOTAL PAYMENT TO BE DUE:	\$7,882.99

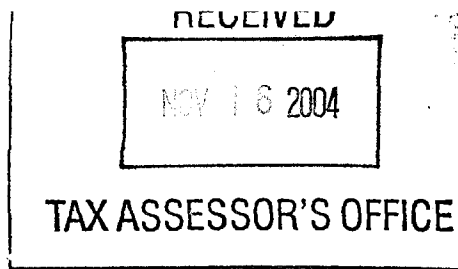
This letter is only for your information; it is not a bill.
If you have any questions, please telephone our office.

Sincerely,

Susan Supak
Assessor

LASSER HOCHMAN, L.L.C.

ATTORNEYS AT LAW
75 EISENHOWER PARKWAY
ROSELAND, NEW JERSEY 07068-1694
(973) 226-2700
TELECOPIER (973) 226-0844

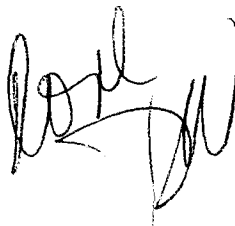


IRVING C. MARCUS +
SHEPPARD A. GURYAN*
RICHARD L. ZUCKER*
RAND M. AGINS >
DAVID SILVER
BRUCE H. SNYDER
WILLIAM B. KOHN*
JODI LEE ALPER*
RICHARD C. STEWART#
JOHN R. WENZKE*
HELANE A. KIPNEES
MARYJANE D. COWELL >
DINAH E. HENDON
EVAN A. SHOWELL#

OF COUNSEL - H. LEE SAROKIN
AARON LASSER (1895-1970)
B. WILLIAM HOCHMAN (1933-1983)

+N.J. AND FL. BARS
*N.J. AND N.Y. BARS
>N.J. AND PA. BARS
#N.J. N.Y. AND D.C. BARS

November 15, 2004



Ms. Diane Walker
Tax Assessor of North Brunswick
710 Hermann Road
P.O. Box 6019
North Brunswick, NJ 08902

Re: Wachovia Bank, N.A., Successor
In Interest of First Union National Bank
100 Fidelity Plaza
Block 143, Lots 24.2 and 24.4
North Brunswick, NJ
2004 and 2005 Real Property Tax Assessments

Dear Ms. Walker:

This will confirm the settlement of the above matters by agreeing to withdraw the 2004 real property tax appeals and reduce the 2005 real property tax assessments to \$16,734,800 for Block 143, Lot 24.4 and \$2,000,000 for Block 143, Lot 24.2.

Please confirm that the contents of this letter accurately set forth our agreement by signing the enclosed copy of this letter and returning it to me in the stamped, self-addressed envelope provided

Would you be kind enough to send us a copy of your computer change to the 2005 assessment..

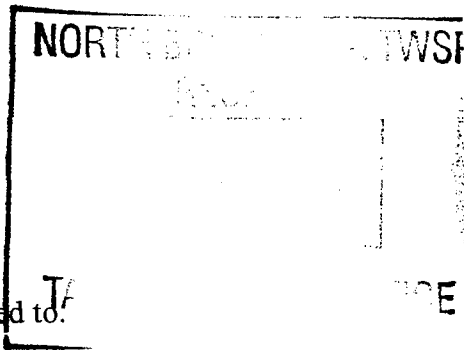
Sincerely yours,

RICHARD C. STEWART

RCS/bc

cc: Harry Haushalter, Esq.
Mr. James C. Hannoeh, RM, CRE
Mr. Von (Buck) Moody

I hereby acknowledge that the contents of this letter are correct and agreed to.



DIANE WALKER, Tax Assessor

Dated:

Harry Haushalter

Attorney at Law
Lexington Square Commons
2119 Route #33
Suite A
Hamilton Sq., New Jersey 08690
(609) 631-7388
Telecopier (609) 631-7329

December 19, 2001

VIA FACSIMILE AND MAIL

Mr. James C. Hannotch
HANNOCH APPRAISAL CO.
11 Stonewall Drive
Livingston, NJ 07039-1821

RE: FIRST UNION NATIONAL BANK
BLOCK 143, LOTS 24.2, 24.3 and 24.4

Dear Mr. Hannotch:

This letter is to confirm that the assessments for tax year 2002 for the following properties shall be:

BLOCK 143, LOT 24.4	Land	:	9,443,800
	Improvements:		<u>9,806,200</u>
	Total	:	19,250,000

BLOCK 143, LOT 24.2	NO CHANGE		
	Land	:	1,012,000
	Improvements:		<u>1,412,000</u>
	Total	:	2,424,000

BLOCK 143, LOT 24.3	NO CHANGE		
	Land	:	10,000
	Improvements:		<u>0</u>
	Total	:	10,000

First Union agrees not to challenge these assessments by the filing of a tax appeal for tax year 2002.

TO: JAMES HANNOCH
RE: FIRST UNION NAT'L BANK

DECEMBER 19, 2001
PAGE 2

Please have an appropriate representative sign below to confirm this agreement. Thank you.

Very truly yours,



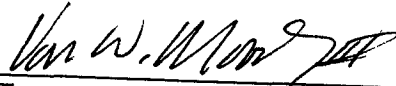
Harry Haushalter

HH:kah

cc: Ruth Mihalenko, CTA (via fax)

I hereby agree to the terms of this letter on behalf of First Union National Bank.

Dated:



(Type or print name and position)

Von W. Moody III, M&I
Vice President
First Union National Bank

HARRY HAUSHALTER
Lexington Square Commons
2119 Route 33, Suite A
Hamilton Sq., New Jersey 08690
Attorney for Defendant

By: Harry Haushalter
(609) 631-7388

TAX COURT OF NEW JERSEY
DOCKET NO. 001080-1999

FIRST UNION NATIONAL BANK, :
Plaintiff, : Civil Action
v. : STIPULATION OF SETTLEMENT
NORTH BRUNSWICK TOWNSHIP, :
Defendant. :

Assigned Judge:
Hon. Michael A. Andrew, P.J.T.C.
First Calendar Date:
October 19, 1999

1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment be entered as follows:

Block: 143
Lot: 24.1
Street Address: 100 Fidelity Plaza
Year(s): 1999

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land:	\$14,759,800	N/A	\$10,743,800
Improvements:	<u>\$11,835,200</u>	Direct	<u>\$11,835,200</u>
Total:	\$26,595,000	Appeal	\$22,579,000

2. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment be entered as follows:

Block: 143
 Lot: 24.2
 Street Address: 100 Fidelity Plaza
 Year(s): 1999

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land:	\$1,262,000	N/A	\$1,011,000
Improvements:	<u>\$1,412,000</u>	Direct	<u>\$1,412,000</u>
Total:	\$2,674,000	Appeal	\$2,423,000

3. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment be entered as follows:

Block: 143
 Lot: 24.3
 Street Address: 100 Fidelity Plaza
 Year(s): 1999

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land:	\$ 164,900	N/A	\$ 10,000
Improvements:	\$ <u>-0-</u>	Direct	\$ <u>-0-</u>
Total:	\$ 164,900	Appeal	\$ 10,000

4. The parties agree to the waiver of pre judgment interest provided refund is paid within 60 days of the date judgment is entered.

5. The parties agree that the assessment for tax year 2000 shall be as follows:

<u>Block 143, Lot 24.1</u>		<u>Block 143, Lot 24.2</u>	
Land:	\$10,743,800	Land:	\$1,012,000
Improvements:	\$ <u>9,806,200</u> ✓	Improvements:	\$ <u>1,412,000</u> ✓
Total:	\$20,550,000	Total:	\$2,424,000

<u>Block 143, Lot 24.1</u> ③	
Land:	\$ 10,000
Improvements:	\$ <u>-0-</u> ✓
Total:	\$ 10,000

6. The parties agree not to file a tax appeal challenging the assessment agreed upon for the 2000 tax year other than to enforce the assessment agreed upon herein for tax year 2000. This agreement shall be binding upon any assignees, tenants and successors in interest with regard to the subject property.

7. The added, omitted and regular assessment laws shall apply notwithstanding the agreement reflected in paragraph 6 herein for any improvements added to the property after October 1, 1999.

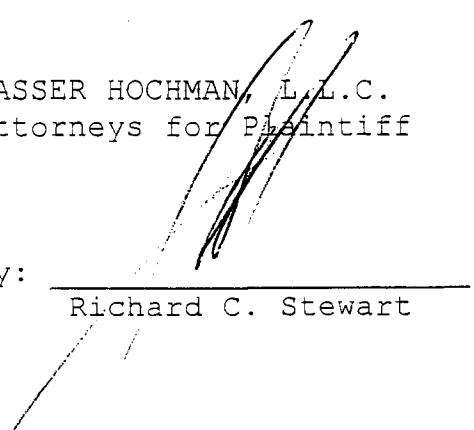
8. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

9. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

Dated:

LASSER HOCHMAN, L.L.C.
Attorneys for Plaintiff

By:

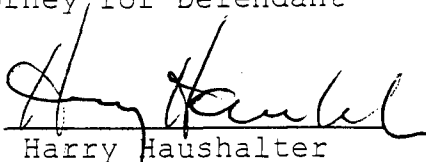

Richard C. Stewart

Dated:

11/17/99

HARRY HAUSHALTER
Attorney for Defendant

By:


Harry Haushalter

First Fidelity Bank, N.A.
New Jersey

Plaintiff(s)

v.

North Brunswick Tp.
(Middlesex County)

Defendant(s),

CIVIL ACTION

JUDGMENT OF DISMISSAL

Block: 143
Lot: 24.1
Property Address: 100 Fidelity Plaza

Year: 1992

Block: 143
Lot: 24.2
Property Address: 100 Fidelity Plaza

A complaint having been filed and the plaintiff having requested that the complaint be withdrawn, the complaint is dismissed.

Doris A. DeBiasi

Doris A. DeBiasi, Tax Court
Administrator, Tax Court of New
Jersey

Entered: 10/21/94

Attorney for Plaintiff: Harold A. Kuskin, Esq.
Attorney for Defendant: David P. Lonski, Esq.

D-01 Ip Tax
03

A TRUE COPY

Doris A. DeBiasi

Doris A. DeBiasi, Administrator
Tax Court of New Jersey

TAX COURT OF NEW JERSEY

OFFICE OF THE ADMINISTRATOR
(609) 292-6989



CN 972
TRENTON, N.J.
08625-0972

OFFICE OF THE CLERK
(609) 292-5082

OCT 21 1994

Lasser Hochman Marcus Esqs
Attn: Harold A Kuskin Esq
75 Eisenhower Pkwy
Roseland, NJ 07068

Re: First Fidelity Bank
vs. North Brunswick Twp.
Dkt. No. 002808-94

Enclosed is a copy of the judgment which has been entered by Tax Court.

It is the obligation of the Plaintiff's Attorney or Plaintiff pro se to furnish copies of this judgment to the Tax Assessor, the Tax Collector of the taxing district and the County Board of Taxation.

cc: File /

Attorney for Defendant
Shamy Shipers & Lonski Esqs
Attn: David P Lonski Esq
251 Livingston Ave.
New Brunswick, NJ 08901

First Fidelity Bank, N.A.
New Jersey

Plaintiff(s),

v.

North Brunswick Tp.
(Middlesex County)

Defendant(s).

CIVIL ACTION

JUDGMENT PURSUANT TO
SETTLEMENT

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 143
Lot: 24.1

Street Address: 100 Fidelity Plaza

Year: 1994

Tax Court
Judgment

Land 4,612,500
Impvts 5,709,900
Total 10,322,400

Block: 143
Lot: 24.2

Street Address: 100 Fidelity Plaza

Year: 1994

Tax Court
Judgment

Land
Impvts Withdrawn
Total

Statutory interest pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid.

Doris A. DeBiasi
Doris A. DeBiasi, Tax Court
Administrator, Tax Court of
New Jersey

Entered: 10/21/94

Attorney for Plaintiff(s): Harold a. Kuskin, Esq.
Attorney for Defendant(s): David P. Lonski, Esq.

A TRUE COPY.

2 of 2

Doris A. DeBiasi
Doris A. DeBiasi, Administrator
Tax Court of New Jersey



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Use Regulation
Mail Code 501-02A, P. O. Box 420
Trenton, New Jersey 08625-0420
www.nj.gov/dep/landuse

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

C. Anthony Nelson
First State Investors 3300, LLC
550 Blair Mill Road, Suite 120
Horsham, PA 19044

FEB 09 2015

RE: Freshwater Wetlands Letter of Interpretation: Line Verification
File No.: 1215-09-0003.2
Activity Number: FWW140001
Applicant: First States Investors 3300, LLC
Block: 143 Lots: 24.02, 24.03 and 24.04
North Brunswick Township, Middlesex County

Dear Mr. Nelson:

This letter is in response to your request for a Freshwater Wetlands Letter of Interpretation to have Division of Land Use Regulation (Division) staff verify the boundary of the freshwater wetlands, transition area and/or State open waters on the referenced property.

In accordance with agreements between the State of New Jersey Department of Environmental Protection, the U.S. Army Corps of Engineers Philadelphia and New York Districts, and the U.S. Environmental Protection Agency, the NJDEP, the Division is the lead agency for establishing the extent of State and Federally regulated wetlands and waters. The USEPA and/or USACOE retain the right to reevaluate and modify the jurisdictional determination at any time should the information prove to be incomplete or inaccurate.

Based upon the information submitted, and upon site inspections conducted by Division staff on October 23, 2014 and December 16, 2014, the Division has determined that the wetlands and waters boundary line(s) as shown on the plan map entitled: "WETLAND LOCATION SURVEY FOR GRAMERCY PROPERTY TRUST 100-300 FIDELITY PLAZA, BLOCK 143, LOTS 24.02, 24.03, AND 24.04, TOWNSHIP OF NORTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY", Sheet Number 1 of 1, dated 8/21/14, last revised 1/15/15, and prepared by Michael F. Burns of Maser Consulting, PA, is accurate as shown.

The Department has determined that the wetlands on the subject property are of ordinary and intermediate resource values. The ordinary value wetlands are delineated as follows: E-86-A – E-87 and H-1 – H-6. No transition area is required adjacent to ordinary resource value wetlands. The remaining wetlands onsite are intermediate resource value and the required transition area adjacent to intermediate resource value wetlands is 50 feet. The Department has also identified State open waters on the property; they are noted on the referenced plan by the following points: A-1 – A-11 and B-1 – B-11. It should be noted that the Flood Hazard Area Control Act may require a riparian buffer from State open waters. Resource value classification may affect requirements for wetland and/or transition area permitting. This classification may affect the requirements for an Individual Wetlands Permit (see N.J.A.C. 7:7A-7), the types of General Permits available for the property (see N.J.A.C. 7:7A-4) and any modification available through a transition area waiver (see N.J.A.C. 7:7A-6). Please refer to the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and implementing rules for additional information.

Wetlands resource value classification is based on the best information available to the Department. The classification is subject to reevaluation at any time if additional or updated information is made available, including, but not limited to, information supplied by the applicant.

Under N.J.S.A. 13:9B-7a(2), if the Division has classified a wetland as exceptional resource value, based on a finding that the wetland is documented habitat for threatened and endangered species that remains suitable for use for breeding, resting or feeding by such species, an applicant may request a change in this classification. Such requests for a classification change must demonstrate that the habitat is no longer suitable for the documented species because there has been a change in the suitability of this habitat. Requests for resource value classification changes and associated documentation should be submitted to the Division at the address at the top of this letter.

Pursuant to the Freshwater Wetlands Protection Act Rules, you are entitled to rely upon this jurisdictional determination for a period of five years from the date of this letter unless it is determined that the letter is based on inaccurate or incomplete information. Should additional information be disclosed or discovered, the Division reserves the right to void the original letter of interpretation and issue a revised letter of interpretation.

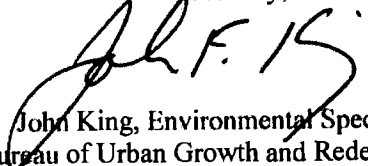
Regulated activities proposed within a wetland, wetland transition area or water area, as defined by N.J.A.C. 7:7A-2.2 and 2.6 of the Freshwater Wetlands Protection Act rules, require a permit from this office unless specifically exempted at N.J.A.C. 7:7A-2.8. The approved plan and supporting jurisdictional limit information are now part of the Division's public records.

This letter in no way legalizes any fill which may have been placed, or other regulated activities which may have occurred on-site. This determination of jurisdiction extent or presence does not make a finding that wetlands or water areas are "isolated" or part of a surface water tributary system unless specifically called out in this letter as such. Furthermore, obtaining this determination does not affect your responsibility to obtain any local, State, or Federal permits which may be required.

In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days of the date the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist found at www.state.nj.us/dep/landuse/forms. Hearing requests received after 30 days of publication notice may be denied. The DEP Bulletin is available on the Department's website at www.state.nj.us/dep/bulletin. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see the website www.nj.gov/dep/odr for more information on this process.

Please contact Cathryn Schaffer of our staff by e-mail at Cathryn.Schaffer@dep.nj.gov or (609) 777-0454 should you have any questions regarding this letter. Be sure to indicate the Department's file number in all communication.

Sincerely,


John King, Environmental Specialist 4
Bureau of Urban Growth and Redevelopment
Division of Land Use Regulation

c: North Brunswick Township Construction Official
Agent (original): Ray Walker, Ph.D., Maser Consulting, PA



North Brunswick Township
710 Hermann Road
North Brunswick, NJ 08902

Date Issued 3/3/2017
Control Number 42387
Permit Number 20161809
Permit Issue Date 10/7/2016
Certificate Number 20161809

Certificate

Construction Code Division
(Certificate of Approval)

Identification

Work Site Location: 100 FIDELITY PLAZA-RT 1 North Brunswick Township, NJ Block: 143 Lot: 24.04 Qual: _____
Owner in Fee: NORTH BRUNSWICK BUSINESS PARK LLC
Owner Address: 1551 S WASHINGTON AV 402A PISCATAWAY NJ 08854
Telephone: (215) 287-7267
Contractor: MOLBA CONSTRUCTION
Address: 392 LIBERTY STREET LITTLE FERRY NJ 07643
Telephone: (201) 488-6555 Fax: (201) 440-6066
License Number or Builders Registration Number: 13VH02794800 Federal Emp. Number: 222109144

Home Warranty Number: _____

Type of Warranty Plan: State Private

Use Group: B Construction Classification: _____

Maximum Live Load: 0 Maximum Occupancy Load: 0

Description of Work/Use: ALTERATION - TRAINING ROOM INTERIOR IMPROVEMENTS, 2ND FLOOR BATHROOM - REPLACE PLUMBING AND FIXTURES

Certificate Comments:

Certificate of Occupancy

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

Certificate of Approval

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

Certificate of Continued Occupancy

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

Temporary Certificate of Compliance

The following conditions must be met no later than or the owner will be subject to fine or order to vacate:

This certificate has an expiration date of:

Conditions to be met:

Certificate of Clearance - Lead Abatement 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC5:17 to the following extent.

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period (_____ years); see file

Certificate of Clearance - Asbestos Abatement

This serves notice that based on written certification, asbestos abatement was performed to the following extent.

- Total removal of asbestos hazards in scope of work
- Partial or limited time period (_____ years); see file

Certificate of Compliance

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Temporary Certificate of Occupancy

The following conditions must be met no later than: or the owner will be subject to fine or order to vacate:

This certificate has an expiration date of:

Conditions to be met:

Thomas Paun

Thomas Paun, Construction Official

Construction Official

Fee: \$0.00

Check Number: _____

Collected By: _____

Block: **143** **Bldg:** OPERATIONS CENT **Owners Name:** NORTH BRUNSWICK BUSINESS PARK LLC Land: **6,920,000** Exemption Net Taxable Value
 Lot: **24.04** **Lot:** 92.25 AC **Street Address:** 1551 S WASHINGTON AV 402A Impr: **896,000** Code: Value: **7,816,000**
 Qual: **Addl:** **City & State:** PISCATAWAY NJ 08854 Total: **7,816,000**
 Card: **M** **Property Loc:** 100 FIDELITY PLAZA-RT 1 Class: **4A** **1214 cama**

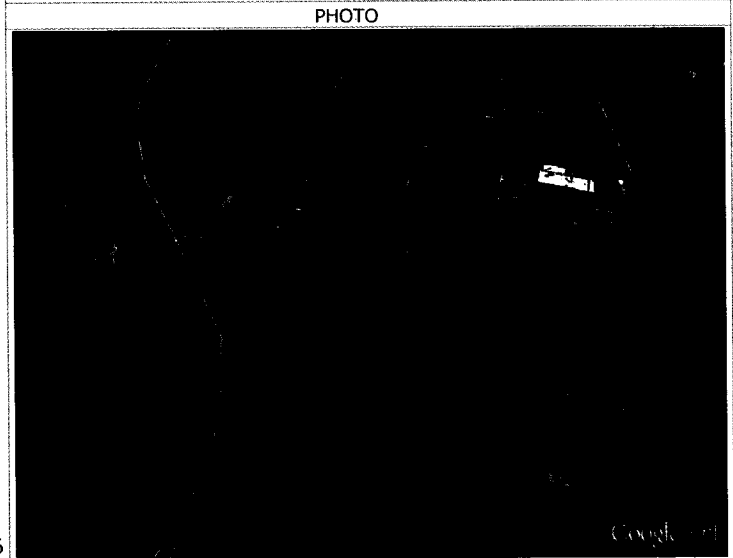
BUILDING PERMITS						ASSESSMENT HISTORY				SALE HISTORY			
Date	Description	Amount	Compl	Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price	Nu
08/12/15	ALT	83,700	00/00/00	NC	0	2015	9,443,800	1,096,200	10,540,000		03/07/80	200,000	
03/04/15	INT ALT	137,671	00/00/00		0	2013	9,443,800	3,082,200	12,526,000		10/13/99	77,500	15
00/00/00	INT ALTS	0	00/00/00	NC	0					FIRST FIDELITY BANK REAL ESTATE	09/22/04	12,978,624	
										FIRST STATES INVENST% 1ST AM RE SVC	03/25/08		10 25

LAND CALCULATIONS					SITE INFORMATION			RESIDENTIAL COST APPROACH					
UNIT METHOD:	UNIT:90.25	RATE:	SITE:6920000	NC:100	6,920,000	Map:	Neigh:	Util:					
	#3 WSE1SM 3629				0	52	C000	YES					
						Zone:	VCS:	Road:					
						OR		PAVED					
						Acres:	Auto:	Topo:					
						90.860	N	LEVEL					

SKETCH		BLDG INFORMATION	
2016 APPEAL		Year Built:	Type/Use:
		1967	
		Eff Age:	Style:
		Bldg Cla:	Ext Siding:
		Num Units:	Roof Type:
		Condition:	Roof Matl:
		Int Cond:	Foundation:
		Story Ht:	Fndtn Const:
		Row/End:	Heat Source:
		Garage:	Livable Area:
			0

PHYSICAL DEPR: 0.00%	ECONOMIC DEPR: 0.00%	BASE COST:	0
FUNCTIONAL DEPR: 0.00%	CCF: 1.15	MAIN BLDG:	0
560- OFFICES			0
#1 OFF/WHSE 2S CPAN 18-28' 288777SF			896,000
Land: 6,920,000	Impr: 896,000	Total: 7,816,000	

Room Count		B	1	2	3	T
BEDROOMS:						0
FULL BATH:						0
HALF BATH:						0
KITCHEN:						0
LIVING RM:						0
DINING RM:						0
FAMILY RM:						0
OTHER:						0
Condition	Modern	Avg	Old			
KITCHEN:						
BATH:						
Insp	Id	Reason	By	Results		
Map Page:	143					
Routing:	24.4					
						09/28/16



ADDL LOTS

REQUEST BY: Taxpayer TAX MAP PAGE 52
TAX YEAR 2017

ADDL LOTS FOR BILLING REVERSE
CURRENT

BLOCK	LOT	QUAL	OWNER/LOCATION	SIZE	CLASS	LAND	BLDG	TOTAL
			NORTH BRUNSWICK BUSINESS PARK LLC	92.25	4A	9667800	1,096,200	10,764,000
143	24.04		100 FIDELITY PLAZA-RT 1	0.97	1	0	-	-
	24.03		Addl to 24.04	6.50	4A	0	-	-
	24.02		Addl to 24.04				-	-
							-	-
							-	-
							-	-
							-	-
							-	-
				99.72		9,667,800	1,096,200	10,764,000

NEW

BLOCK	LOT	QUAL	OWNER/ PROP LOCATION	SIZE	CLASS	LAND	BLDG	TOTAL
			NORTH BRUNSWICK BUSINESS PARK LLC					
143	24.02		100 FIDELITY PLAZA-RT 1	6.50	4A	401000	350,000	751,000
	24.03		100 FIDELITY PLAZA-RT 1	0.97	1	70000	-	70,000
	24.04		100 FIDELITY PLAZA-RT 1	92.25	4A	6920000	896,000	7,816,000
						7,391,000	1,246,000	8,637,000

ENT COMP DW 11/1/2016
ENT TAX BK
COPY - FILE
COLL
SUBDIV BK
ENGINEER NO

Block: **143** Bldg: WACHOVIA PLAZA Owners Name: NORTH BRUNSWICK BUSINESS PARK LLC Land: **5,637,000** Exemption Code: Net Taxable Value
 Lot: **24.04** Lot: 92.49 AC Street Address: 1551 S WASHINGTON AV 402A Impr: **3,000,000** Value: **8,637,000**
 Qual: Addl: 24.02,24.03 City & State: PISCATAWAY NJ 08854 Total: **8,637,000**
 Card: **M** Property Loc: 100 FIDELITY PLAZA-RT 1 Class: **4A** 1214 cama

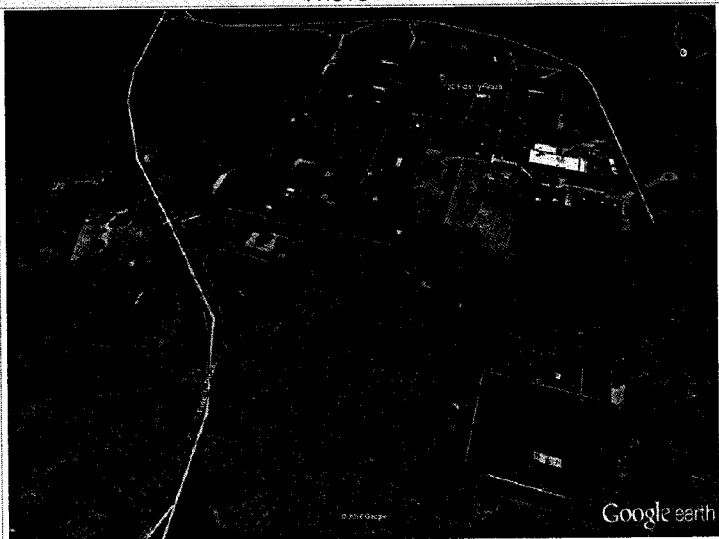
BUILDING PERMITS						ASSESSMENT HISTORY				SALE HISTORY			
Date	Description	Amount	Compl	Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price	Nu
08/12/15	ALT	83,700	00/00/00	NC	0	2015	9,443,800	1,096,200	10,540,000		03/07/80	200,000	
03/04/15	INT ALT	137,671	00/00/00		0	2013	9,443,800	3,082,200	12,526,000		10/13/99	77,500	15
00/00/00	INT ALTS	0	00/00/00	NC	0					FIRST FIDELITY BANK REAL ESTATE	09/22/04	12,978,624	
										FIRST STATES INVENST% 1ST AM RE SVC	03/25/08		10 25

LAND CALCULATIONS					SITE INFORMATION			RESIDENTIAL COST APPROACH	
UNIT METHOD:	UNIT:90.86	RATE:	SITE:56370000	NC:100	6,370,000	Map:	Neigh:	Util:	
						52	C000	YES	
#2 OFF1SM	14859				0	Zone:	VCS:	Road:	
#3 WSE1SM	3629				0	OR		PAVED	
						Acres:	Auto:	Topo:	
						90.860	N	LEVEL	

SKETCH		BLDG INFORMATION	
		Year Built:	Type/Use:
		1967	
		Eff Age:	Style:
		Bldg Cla:	Ext Siding:
		Num Units:	Roof Type:
		Condition:	Roof Matl:
		Int Cond:	Foundation:
		Story Ht:	Fndtn Const:
		Row/End:	Heat Source:
		Garage:	Livable Area:
			0

PHYSICAL DEPR: 0.00% ECONOMIC DEPR: 0.00% BASE COST: 0
 FUNCTIONAL DEPR: 0.00% CCF: 1.15 MAIN BLDG: 0
 050- WACHOVIA REGIONAL OFFICES 0
 #1 OFF/WHSE 2S CPAN 18-28' 243784SF 3,000,000

Land: **56,370,000** Impr: **3,000,000** Total: **59,370,000**

PHOTO	
	
Room Count	B 1 2 3 T
BEDROOMS:	0
FULL BATH:	0
HALF BATH:	0
KITCHEN:	0
LIVING RM:	0
DINING RM:	0
FAMILY RM:	0
OTHER:	0
Condition	Modern Avg Old
KITCHEN:	
BATH:	
Insp	Id Reason By Results
Map Page:	143
Routing:	24.4
	09/08/16

Block: 143 Bldg: WACHOVIA PLAZA Owners Name: NORTH BRUNSWICK BUSINESS PARK LLC Land: 5,637,000 Exemption Code: Net Taxable Value
 Lot: 24.04 Lot: 92.49 AC Street Address: 1551 S WASHINGTON AV 402A Impr: 3,000,000 Code: Value: 8,637,000
 Qual: Addl: 24.02,24.03 City & State: PISCATAWAY NJ 08854 Total: 8,637,000 Value: Value:
 Card: M Property Loc: 100 FIDELITY PLAZA-RT 1 Class: 4A

BUILDING PERMITS			ASSESSMENT HISTORY			SALE HISTORY							
Date	Description	Amount	Compl	Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price	Nu
08/12/15	ALT	83,700	00/00/00	NC	0	2015	9,443,800	1,096,200	10,540,000	FIRST FIDELITY BANK REAL ESTATE	03/07/80	200,000	15
03/04/15	INT ALT	137,671	00/00/00	NC	0	2013	9,443,800	3,082,200	12,526,000	FIRST STATES INVENST% 1ST AM RE SVC	10/13/99	77,500	15
00/00/00	INT ALTS	0	00/00/00	NC	0						09/22/04	12,978,624	
											03/25/08	10	25

UNIT METHOD: UNIT:90.86 RATE: SITE:56370000 NC:100 6,370,000

LAND CALCULATIONS

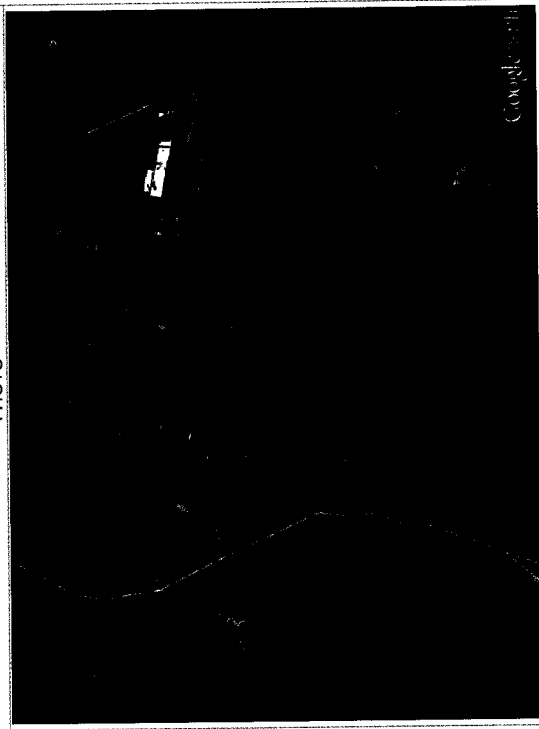
#2 OFF1SM 14859

#3 WSE1SM 3629

SKETCH

SITE INFORMATION		BLDG INFORMATION	
Map:	Neigh:	Type/Use:	Util:
52	C000		YES
Zone:	VCS:	Style:	Road:
OR	OR	Ext Siding:	PAVED
Acres:	Auto:	Roof Type:	Topo:
90.860	N	Roof Mati:	LEVEL
Year Built:		Foundation:	
1967		Fndtn Const:	
Eff Age:		Heat Source:	
		Livable Area:	
		0	

Room Count	B	1	2	3	T
BEDROOMS:	0	0	0	0	0
FULL BATH:	0	0	0	0	0
HALF BATH:	0	0	0	0	0
KITCHEN:	0	0	0	0	0
LIVING RM:	0	0	0	0	0
DINING RM:	0	0	0	0	0
FAMILY RM:	0	0	0	0	0
OTHER:	0	0	0	0	0
Condition	Modern	Avg	Old		
KITCHEN:					
BATH:					
Insp	Id	Reason	By	Results	
Map Page: 143	Routing: 24.4				09/08/16



Block: 143 **Bldg:** WACHOVIA PLAZA **Owners Name:** NORTH BRUNSWICK BUSINESS PARK LLC **Land:** 9,667,800 **Exemption**
Lot: 24.04 **Lot:** 92.49 AC **Street Address:** 1551 S WASHINGTON AV 402A **Impr:** 1,096,200 **Code:**
Qual: **Addl:** 24.02,24.03 **City & State:** PISCATAWAY NJ 08854 **Total:** 10,764,000 **Value:**
Card: M **Property Loc:** 100 FIDELITY PLAZA-RT 1 **Class:** 4A **Net Taxable Value**
1214 cama **10,764,000**

BUILDING PERMITS			ASSESSMENT HISTORY			SALE HISTORY							
Date	Description	Amount	Compl	Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price	Nu
08/12/15	ALT	83,700	00/00/00	NC	0	2015	9,443,800	1,096,200	10,540,000	FIRST FIDELITY BANK REAL ESTATE	03/07/80	200,000	15
03/04/15	INT ALT	137,671	00/00/00	NC	0	2013	9,443,800	3,082,200	12,526,000	FIRST STATES INVENST% 1ST AM RE SVC	10/13/99	77,500	15
00/00/00	INT ALTS	0	00/00/00	NC	0						09/22/04	12,978,624	
											03/25/08	10	25

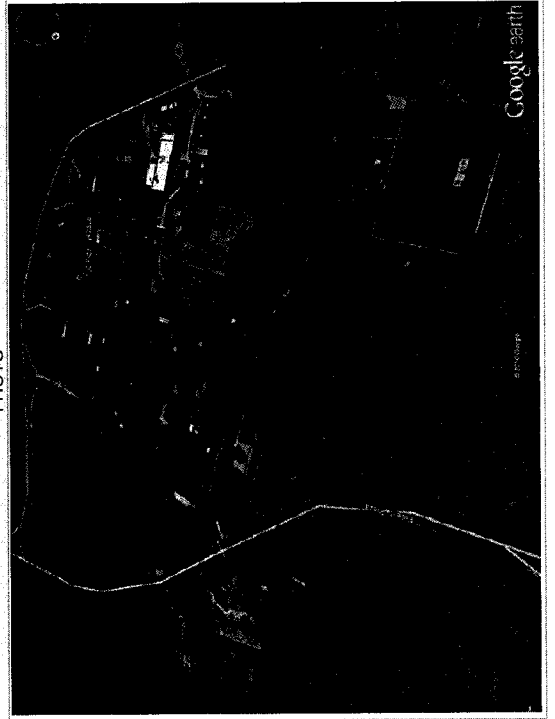
UNIT METHOD: UNIT:90.86 **RATE:** SITE: 9667800 NC:100 **9,667,800**
LAND CALCULATIONS
 #2 OFF1SM 14859
 #3 WSE1SM 3629

SKETCH
SITE INFORMATION
Map: 52 **Neigh:** C000 **Util:** YES
Zone: OR **VCS:** **Road:** PAVED
Acres: 90.860 **Auto:** N **Topo:** LEVEL

BLDG INFORMATION
Year Built: 1967 **Type/Use:**
Eff Age: **Style:**
Bldg Cla: **Ext Siding:**
Num Units: **Roof Type:**
Condition: **Roof Mati:**
Int Cond: **Foundation:**
Story Ht: **Fndtn Const:**
Row/End: **Heat Source:**
Garage: **Livable Area:** 0

Room Count	B	1	2	3	T
BEDROOMS:	0	0	0	0	0
FULL BATH:	0	0	0	0	0
HALF BATH:	0	0	0	0	0
KITCHEN:	0	0	0	0	0
LIVING RM:	0	0	0	0	0
DINING RM:	0	0	0	0	0
FAMILY RM:	0	0	0	0	0
OTHER:	0	0	0	0	0

Condition **Modern** **Avg** **Old**
 KITCHEN:
 BATH:

Insp **Id** **Reason** **By** **Results**
Land: 9,667,800 **Impr:** 1,096,200 **Total:** 10,764,000
PHOTO


Block: **143** Bldg: **WACHOVIA PLAZA** Owners Name: **NORTH BRUNSWICK BUSINESS PARK LLC** Land: **9,667,800** Exemption Code: Net Taxable Value
 Lot: **24.04** Lot: **92.49 AC** Street Address: **1551 S WASHINGTON AV 402A** Impr: **1,096,200** Code: Total: **10,764,000**
 Qual: **Addr: 24.02,24.03** City & State: **PISCATAWAY NJ 08854** Total: **10,764,000** Value: **1214 cama**
 Card: **M** Property Loc: **100 FIDELITY PLAZA-RT 1** Class: **4A**

BUILDING PERMITS			ASSESSMENT HISTORY			SALE HISTORY				
Date	Description	Amount	Year	Land	Impr	Net	Grantor	Date	Price	Nu
08/12/15	ALT	83,700	2015	9,443,800	1,096,200	10,540,000	FIRST FIDELITY BANK REAL ESTATE	03/07/80	200,000	15
03/04/15	INT ALT	137,671	2013	9,443,800	3,082,200	12,526,000	FIRST STATES INVENST% 1ST AM RE SVC	10/13/99	77,500	15
00/00/00	INT ALTS	0	00/00/00	NC	0	0		09/22/04	12,978,624	10
			00/00/00	NC	0	0		03/25/08		25

UNIT METHOD: UNIT:90.86 RATE: SITE: 9667800 NC:100 9,667,800
 #2 OFFISM 14859
 #3 WSEISM 3629

LAND CALCULATIONS
 SKETCH

SITE INFORMATION		BLDG INFORMATION	
Map:	Neigh:	Type/Use:	Util:
52	C000		YES
Zone:	VCS:	Style:	Road:
OR	OR	Ext Siding:	PAVED
Acres:	Auto:	Roof Type:	Topo:
90.860	N	Roof Mati:	LEVEL
		Foundation:	
		Fndtn Const:	
		Heat Source:	
		Livable Area:	0
		Room Count	B 1 2 3 T
		BEDROOMS:	0 0
		FULL BATH:	0 0
		HALF BATH:	0 0
		KITCHEN:	0 0
		LIVING RM:	0 0
		DINING RM:	0 0
		FAMILY RM:	0 0
		OTHER:	0 0
		Condition	Modern Avg Old
		KITCHEN:	
		BATH:	
		Insp	Id Reason By Results

PHOTO

Land: **9,667,800** Impr: **1,096,200** Total: **10,764,000**

PHYSICAL DEPR: 0.00% ECONOMIC DEPR: 0.00% BASE COST: 0
 FUNCTIONAL DEPR: 0.00%CCF: 1.15 MAIN BLDG: 0
 050- WACHOVIA REGIONAL OFFICES
 #1 OFF/WHSE 2S CPAN 18-28' 243784SF 1,096,200

Map Page: 143
 Routing: 24.4
 04/12/16

143-24.02, 24.03, 24.05

Alaina Wysocke

From: Priti Halbe <accounting@AALKB.com>
Sent: Wednesday, July 22, 2020 3:16 PM
To: TWPNBtaxassessor
Subject: Change in Billing address

Good afternoon,

Please change mailing/billing address for the following:

Block/Lot/Qual: 143. 24.02

Property Location: 100 FIDELITY PLAZA-RT1

Owner Name: NORTH BRUNSWICK BUSINESS PARK LLC

Old address: 1551 SOUTH WASHINGTON AVE, SUITE 402A, PISCATAWAY NJ 08854

New address: 371 Hoes Lane, Suite 201, Piscataway, NJ 08854

Block/Lot/Qual: 143. 24.03

Property Location: ROUTE 1 JUGHANDLE

Owner Name: NORTH BRUNSWICK BUSINESS PARK LLC

Old address: 1551 SOUTH WASHINGTON AVE, SUITE 402A, PISCATAWAY NJ 08854

New address: 371 Hoes Lane, Suite 201, Piscataway, NJ 08854

Block/Lot/Qual: 143. 24.05

Property Location: 300 FIDELITY PLAZA-RT1

Owner Name: NORTH BRUNSWICK BUSINESS PARK LLC

Old address: 1551 SOUTH WASHINGTON AVE, SUITE 402A, PISCATAWAY NJ 08854

New address: 371 Hoes Lane, Suite 201, Piscataway, NJ 08854

Regards,

Priti Halbe, Accounting

AALKB Family LP.

Email: Accounting@aalkb.com

Phone: 732-249-2821 Fax : 732-909-2196

WE'VE MOVED. PLEASE NOTE OUR NEW ADDRESS.

371 Hoes Lane, Suite 201, Piscataway, NJ 08854

Block: **143** Bldg: OPERATIONS CENT
 Lot: **24.05** Lot: 92.07 AC
 Qual: Addl:
 Card: **M**

Owners Name: NORTH BRUNSWICK BUSINESS PARK LLC
 Street Address: 1551 S WASHINGTON AV 402A
 City & State: PISCATAWAY NJ 08854
 Property Loc: 100 FIDELITY PLAZA-RT 1

Land: **4,910,000**
 Impr: **881,000**
 Total: **5,791,000**
 Class: **4A**

Exemption Code: 1214 cama
 Value: **5,791,000**
 Net Taxable Value

BUILDING PERMITS					ASSESSMENT HISTORY				SALE HISTORY			
Date	Description	Amount	Compl Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price	Nu
10/07/16	ALT TRAINING RM; 2ND FLR BTH	880,440	00/00/00	0						03/07/80	200,000	
08/12/15	ALT	83,700	00/00/00	NC						10/13/99	77,500	15
03/04/15	INT ALT	137,671	00/00/00						FIRST FIDELITY BANK REAL ESTATE	09/22/04	12,978,624	
00/00/00	INT ALTS	0	00/00/00	NC					FIRST STATES INVENST% 1ST AM RE SVC	03/25/08	10	25
LAND CALCULATIONS					SITE INFORMATION				RESIDENTIAL COST APPROACH			
UNIT METHOD: UNIT:29.99 RATE: SITE:4910000 NC:100 4,910,000					Map:	Neigh:	Util:					
#3 WSE1SM 3629 0					52	C000	YES					
					Zone:	VCS:	Road:					
					OR		PAVED					
					Acres:	Auto:	Topo:					
					90.860	N	LEVEL					
SKETCH					BLDG INFORMATION				PHYSICAL DEPR: 0.00% ECONOMIC DEPR: 0.00% BASE COST: 0			
2016 APPEAL 60.08 WETLANDS - LOI EXP 2020 BUILDING 100 245,941 SF BRIGHT HORIZONS 14990, SF					Year Built:	Type/Use:			FUNCTIONAL DEPR: 0.00%CCF: 1.15 MAIN BLDG: 0			
					1967				560- OFFICES 0			
					Eff Age:	Style:			#1 OFF/WHSE 2S CPAN 18-28' 270268F 881,000			
					Bldg Cla:	Ext Siding:						
					Num Units:	Roof Type:						
					Condition:	Roof Matl:						
					Int Cond:	Foundation:						
					Story Ht:	Fndtn Const:						
					Row/End:	Heat Source:						
Garage:	Livable Area:			Land: 4,910,000 Impr: 881,000 Total: 5,791,000								
	0											
Room Count	B	1	2	3	T							
BEDROOMS:					0							
FULL BATH:					0							
HALF BATH:					0							
KITCHEN:					0							
LIVING RM:					0							
DINING RM:					0							
FAMILY RM:					0							
OTHER:					0							
Condition	Modern Avg Old											
KITCHEN:												
BATH:												
Insp	Id	Reason	By	Results								
Map Page:	143											
Routing:	24.04				12/19/18							

TOWNSHIP OF NORTH BRUNSWICK
710 HERMANN ROAD
NORTH BRUNSWICK, NJ 08902
(732) 247-0922
(732) 289-3148

TAX ASSESSOR EXT. 465

NORTH BRUNSWICK BUSINESS PARK
1551 S WASHINGTON AVE 402A
PISCATAWAY, NJ 08854

December 14, 2018

RE: Block 143 Lot(s) 24.02 & 24.05
100 & 300 Fidelity Plaza

Dear Taxpayer:

As a result of a DOT Taking & Wetlands on the above property(s) new property identifiers and assessments have been developed. The new property identifiers for the 2019 Tax Year will be as follows:

Current				New			
Property ID			Assessed Value	Property ID			Assessed Value
143	24.02	Land	401,000	143	24.02	Land	350,000
		Impr	365,000			Impr	365,000
		Total	766,000			Total	715,000
Property ID			Assessed Value	Property ID			Assessed Value
143	24.04	Land	4,910,000	143	24.05	Land	4,491,000
		Impr	881,000			Impr	881,000
		Total	5,791,000			Total	5,791,000
Property ID			Assessed Value	Property ID			Assessed Value
143	24.03	Land	70,000	Delete Lot	Land	0	
		Impr	0		Impr	0	
		Total	70,000		Total	0	

Please contact this office at the above number if you have any questions or comments.

Sincerely,

Dianne Walker
Assessor
North Brunswick Township

TOWNSHIP OF NORTH BRUNSWICK
710 HERMANN ROAD
NORTH BRUNSWICK, NJ 08902
(732) 247-0922
(732) 214-8812

TAX ASSESSOR EXT. 465

December 2016

NORTH BRUNSWICK BUSINESS PARK LLC
1551 S WASHINGTON AV 402A
PISCATAWAY NJ 08854

RE: BLOCK 143 LOT 24.04
100 FIDELITY PLAZA-RT 1

Dear Taxpayer,

Due to a(n) Subdivision/Appeal your assessment will be changed for the 2017 Tax Year.
Your 2016 assessment was: **10764000**. Your new assessment will be as follows:

Land: 6920000
Bldg: 896000
Total: 7816000

The difference in assessment will be: **-2948000**

If you have any questions, please contact the above number for assistance. If you disagree with this assessment, you may file an appeal with the Middlesex County Tax Board between February 1, 2017 and April, 1 2017.

PLEASE SEE THE FOLLOWING WEBSITE FOR ALL APPEAL INFORMATION AND FORMS:
www.co.middlesex.nj.us/Government/Departments/Finance/Pages/OfficeTaxBoard.aspx

Please be advised that the tax adjustment for the entire year as a result of this change will be billed or credited on the third and fourth quarters of your 2016 tax bill.

Sincerely,

North Brunswick
Tax Assessor

ADDL LOTS

REQUEST BY: Taxpayer TAX MAP PAGE 52

TAX YEAR 2017

ADDL LOTS FOR BILLING REVERSE
CURRENT

BLOCK	LOT	QUAL	OWNER/LOCATION	SIZE	CLASS	LAND	BLDG	TOTAL
			NORTH BRUNSWICK BUSINESS PARK LLC	92.25	4A	9667800	1,096,200	10,764,000
143	24.04		100 FIDELITY PLAZA-RT 1	0.97	1	0	-	-
	24.03		Addl to 24.04	6.50	4A	0	-	-
	24.02		Addl to 24.04				-	-
							-	-
							-	-
							-	-
							-	-
							-	-
				99.72		9,667,800	1,096,200	10,764,000

NEW

BLOCK	LOT	QUAL	OWNER/ PROP LOCATION	SIZE	CLASS		BLDG	TOTAL
			NORTH BRUNSWICK BUSINESS PARK LLC					
143	24.02		100 FIDELITY PLAZA-RT 1	6.50	4A	401000	350,000	751,000
	24.03		100 FIDELITY PLAZA-RT 1	0.97	1	70000	-	70,000
	24.04		100 FIDELITY PLAZA-RT 1	92.25	4A	6920000	896,000	7,816,000
						7,391,000	1,246,000	8,637,000

ENT COMP DW 11/1/2016 *[Signature]*
 ENT TAX BK
 COPY - FILE
 COLL
 SUBDIV BK
 ENGINEER NO

Block: **143** Bldg: OPERATIONS CENT Owners Name: NORTH BRUNSWICK BUSINESS PARK LLC Land: **6,920,000** Exemption Code: Net Taxable Value
 Lot: **24.04** Lot: 92.25 AC Street Address: 1551 S WASHINGTON AV 402A Impr: **896,000** Value: 7,816,000
 Qual: Addl: City & State: PISCATAWAY NJ 08854 Total: **7,816,000**
 Card: **M** Property Loc: 100 FIDELITY PLAZA-RT 1 Class: **4A** 1214 cama **7,816,000**

BUILDING PERMITS					ASSESSMENT HISTORY				SALE HISTORY				
Date	Description	Amount	Compl	Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price	Nu
08/12/15	ALT	83,700	00/00/00	NC	0	2015	9,443,800	1,096,200	10,540,000		03/07/80	200,000	
03/04/15	INT ALT	137,671	00/00/00		0	2013	9,443,800	3,082,200	12,526,000		10/13/99	77,500	15
00/00/00	INT ALTS	0	00/00/00	NC	0					FIRST FIDELITY BANK REAL ESTATE	09/22/04	12,978,624	
										FIRST STATES INVENST% 1ST AM RE SVC	03/25/08		10 25

LAND CALCULATIONS				SITE INFORMATION			RESIDENTIAL COST APPROACH	
UNIT METHOD:	UNIT:90.25	RATE:	SITE:6920000 NC:100	6,920,000	Map:	Neigh:	Util:	
	#3 WSE1SM 3629			0	52	C000	YES	
					Zone:	VCS:	Road:	
					OR		PAVED	
					Acres:	Auto:	Topo:	
					90.860	N	LEVEL	

SKETCH		BLDG INFORMATION		PHYSICAL DEPR: 0.00% ECONOMIC DEPR: 0.00% BASE COST: 0	
2016 APPEAL		Year Built:	Type/Use:	FUNCTIONAL DEPR: 0.00%CCF: 1.15	MAIN BLDG: 0
		1967		560- OFFICES	0
		Eff Age:	Style:	#1 OFF/WHSE 2S CPAN 18-28' 288777SF	896,000
		Bldg Cla:	Ext Siding:		
		Num Units:	Roof Type:		
		Condition:	Roof Matl:		
		Int Cond:	Foundation:		
		Story Ht:	Fndtn Const:		
		Row/End:	Heat Source:		
		Garage:	Livable Area:		
			0		


Land: **6,920,000** Impr: **896,000** Total: **7,816,000**

Room Count	B	1	2	3	T
BEDROOMS:					0
FULL BATH:					0
HALF BATH:					0
KITCHEN:					0
LIVING RM:					0
DINING RM:					0
FAMILY RM:					0
OTHER:					0
Condition	Modern Avg Old				
KITCHEN:					
BATH:					
Insp	Id	Reason	By	Results	



Map Page: 143
 Routing: 24.4
 09/28/16

Block: **143** Bldg: WACHOVIA PLAZA Owners Name: NORTH BRUNSWICK BUSINESS PARK LLC Land: **5,637,000** Exemption Net Taxable Value
 Lot: **24.04** Lot: 92.49 AC Street Address: 1551 S WASHINGTON AV 402A Impr: **3,000,000** Code: Net Taxable Value
 Qual: Addl: 24.02,24.03 City & State: PISCATAWAY NJ 08854 Total: **8,637,000** Value: **8,637,000**
 Card: **M** Property Loc: 100 FIDELITY PLAZA-RT 1 Class: **4A** **1214 cama**

BUILDING PERMITS						ASSESSMENT HISTORY				SALE HISTORY				
Date	Description	Amount	Compl	Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price	Nu	
08/12/15	ALT	83,700	00/00/00	NC	0	2015	9,443,800	1,096,200	10,540,000		03/07/80	200,000		
03/04/15	INT ALT	137,671	00/00/00		0	2013	9,443,800	3,082,200	12,526,000		10/13/99	77,500	15	
00/00/00	INT ALTS	0	00/00/00	NC	0					FIRST FIDELITY BANK REAL ESTATE	09/22/04	12,978,624		
										FIRST STATES INVENST% 1ST AM RE SVC	03/25/08		10 25	
LAND CALCULATIONS						SITE INFORMATION				RESIDENTIAL COST APPROACH				
UNIT METHOD: UNIT:90.86 RATE: SITE:56370000 NC:100 6,370,000						Map:	Neigh:	Util:						
#2 OFF1SM 14859 0						52	C000	YES						
#3 WSE1SM 3629 0						Zone:	VCS:	Road:						
						OR		PAVED						
						Acres:	Auto:	Topo:						
						90.860	N	LEVEL						
SKETCH						BLDG INFORMATION								
						Year Built:	Type/Use:							
						1967								
						Eff Age:	Style:							
						Bldg Cla:	Ext Siding:							
						Num Units:	Roof Type:							
						Condition:	Roof Matl:							
						Int Cond:	Foundation:							
						Story Ht:	Fndtn Const:							
						Row/End:	Heat Source:							
						Garage:	Livable Area:							
							0							
						Room Count	B	1	2	3	T			
						BEDROOMS:					0			
						FULL BATH:					0			
						HALF BATH:					0			
						KITCHEN:					0			
						LIVING RM:					0			
						DINING RM:					0			
						FAMILY RM:					0			
						OTHER:					0			
						Condition	Modern Avg Old							
						KITCHEN:								
						BATH:								
						Insp	Id	Reason	By	Results				
						Map Page:	143							
						Routing:	24.4							
										09/08/16				
										PHYSICAL DEPR: 0.00% ECONOMIC DEPR: 0.00% BASE COST: 0 FUNCTIONAL DEPR: 0.00% CCF: 1.15 MAIN BLDG: 0 050- WACHOVIA REGIONAL OFFICES 0 #1 OFF/WHSE 2S CPAN 18-28' 243784SF 3,000,000 Land: 56,370,000 Impr: 3,000,000 Total: 59,370,000				
										PHOTO 				

Middlesex County Board of Taxation

Assessor's Correction of Error
On the Municipal Tax List

Petitioner, DIANNE WALKER Tax Assessor of NORTH BRUNSWICK TWP
Respectfully requests the entry of an order by the Middlesex County Board of Taxation correcting
an error currently on the Municipal Tax Lists, Year 2009, as follows:

Property Class: 4A Tax Book Page: 450 Tax Book Line: 3
Block: 143 Lot: 24.04 Qual: Lot Size: 92.49 ac
Property Location: 100 FIDELITY PLAZA-RT 1
Name Of Owner: FIRST STATES INVESTORS DBI SP LP
Address: 610 OLD YORK ROAD STE 300 JENKINTOWN PA 19046

CHANGE TO

Property Class: 4A
Block: 143 Lot: 24.04 Qual: Lot Size: 3.62ac
Property Location: 100 FIDELITY PLAZA-RT 1
Name Of Owner: FIRST STATES INVESTORS DBI SP LP
Address: 610 OLD YORK ROAD STE 300 JENKINTOWN PA 19046

Current Assessment

Revised Assessment

Land:	<u>9,443,800</u>	Land:	<u>9,443,800</u>
Improvement:	<u>6,756,200</u>	Improvement:	<u>4,756,200</u>
Abatement:	<u> </u>	Abatement:	<u> </u>
Exemption:	<u> </u>	Exemption:	<u> </u>
Deduction:	<u> </u>	Deduction:	<u> </u>
Net Taxable Value:	<u>16,200,000</u>	Net Taxable Value:	<u>14,200,000</u>

Reason for Correction / Removal: Appeal

January 16, 2008

Date



Tax Assessor

**Middlesex County Board of Taxation
2011 Municipal Tax List
Assessor's Correction of Error**

Municipality NORTH BRUNSWICK TWP Tax Assessor: DIANNE WALKER

Tax Book PageNumber: 450 Tax Book Line: 11

Property Listing:

Property Class: 4A

Block: 143 24.04 Qual: Lot Size: 92.49 AC

Property Location: 100 FIDELITY PLAZA RT-1

Name Of Owner: FIRST STATES INVESTORS

Address: PO BOX 167129 IRVING TX 75016-7129

CHANGE TO

Property Class: 4A

Block: 143 Lot: 24.04 Qual: Lot Size: 92.49 AC

Property Location: 100 FIDELITY PLAZA RT-1

Name Of Owner: FIRST STATES INVESTORS

Address: PO BOX 167129 IRVING TX 75016-7129

Current Assessment

Revised Assessment

Land: 9,443,800

Land: 9,443,800

Improvement: 4,756,200

Improvement: 3,082,200

Abatement:

Abatement:

Exemption:

Exemption:

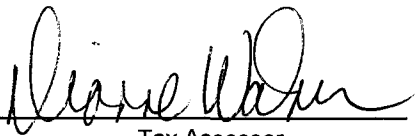
Deduction:

Deduction:

Net Taxable Value: 14,200,000

Net Taxable Value: 12,526,000

Reason for Correction / Removal: APPEAL


Tax Assessor

January 19, 2011
Date

TOWNSHIP OF NORTH BRUNSWICK
710 HERMANN ROAD
NORTH BRUNSWICK, NJ 08902
(732) 247-0922
(732) 214-8812

TAX ASSESSOR EXT. 465

January 2011

FIRST STATES INVESTORS % AMER FIN
100 FIDELITY PLAZA-RT 1
PO BOX 167129

RE: BLOCK 143 LOT 24.04
IRVING TX 75016-7129

Dear Taxpayer,

Due to a(n) Appeal your assessment will be changed for the 2011 Tax Year. Your current assessment is: **14,200,000**. Your new assessment will be as follows:

Land: 9,443,800
Bldg: 3,082,200
Total: 12,526,000

The difference in assessment will be: **-1,674,000**

If you have any questions, please contact the above number for assistance. If you disagree with this assessment, you may file an appeal with the Middlesex County Tax Board between February 1, 2011 and April, 1 2011.

Sincerely,

North Brunswick
Tax Assessor

TOWNSHIP OF NORTH BRUNSWICK
710 HERMANN ROAD
NORTH BRUNSWICK, NJ 08902
(732) 247-0922
(732) 214-8812

TAX ASSESSOR EXT. 465

December 12, 2014

FIRST STATES INVS %GRAMMERCY REALTY
PO BOX 961025
FT WORTH TX 76161

RE: BLOCK 143 LOT 24.04
100 FIDELITY PLAZA-RT 1

Dear Taxpayer,

Due to a(n) Appeal your assessment will be changed for the 2015 Tax Year. Your 2014 assessment was: **11556700**. Your new assessment will be as follows:

Land: 9443800
Bldg: 1096200
Total: 10540000

The difference in assessment will be: **-1016700**

If you have any questions, please contact the above number for assistance. If you disagree with this assessment, you may file an appeal with the Middlesex County Tax Board between February 1, 2015 and April, 1 2015.

Please be advised that the tax adjustment for the entire year as a result of this change will be billed or credited on the third and fourth quarters of your 2015 tax bill.

Sincerely,

North Brunswick
Tax Assessor

**Middlesex County Board of Taxation
2014 Municipal Tax List
Assessor's Correction of Error**

Municipality: North Brunswick Twp Assessor: Dianne Walker

Tax Book Page #: 455 Tax Book Line #: 8 Vital or Microsystems (circle one)

Property Listing:

Property Class 4A

Block 143 Lot 24.04 Qual _____ Lot Size 92.42 Ac

Property Location: 100v Fidelity Plaza-Rt 1

Name of Owner: First States Investors % Grammercy Realty

Address: PO Box 961025 Ft Worth Tx 76161-0025

Change To:

Property Class 4A

Block 143 Lot 24.04 Qual _____ Lot Size 92.42 Ac

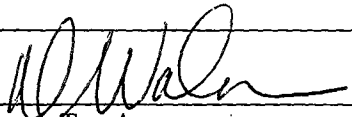
Property Location: 100v Fidelity Plaza-Rt 1

Name of Owner: First States Investors % Grammercy Realty

Address: PO Box 961025 Ft Worth Tx 76161-0025

<u>Current Assessment</u>		<u>Revised Assessment</u>	
Land	<u>9,443,800</u>	Land	<u>9,443,800</u>
Improvement:	<u>3,082,200</u>	Improvement	<u>2,112,900</u>
Abatement	_____	Abatement	_____
Exemption	_____	Exemption	_____
Deduction	_____	Deduction	_____
Net Taxable Value	<u>12,526,000</u>	Net Taxable Value	<u>11,556,700</u>

Reason for Correction / Removal: Appeal


Tax Assessor

1-9-14
Date

Block: 143 **Land Desc:** 90.86 AC **Owners Name:** FIRST STATES INVENSTORS DBI SP LP **Land:** 9,443,800 **Exemption:** **Net Taxable Value:** **Deductions:**
Lot: 24.04 **Bldg Desc:** WACHOVIA **Street Address:** 610 OLD YORK ROAD STE 300 **Bank:** 00000 **Impr:** 6,756,200 **Code:** **Cd No-Ow:**
Qual: **Addl Lots:** 24.02,24.03 **City & State:** JENKINTOWN PA **Zip:** 19046 **Total:** 16,200,000 **Value:** 0 16,200,000
Card: M (#1 of 1) **Acreage:** 90.860 **Class:** 4A **Property Loc:** 100 FIDELITY PLAZA-RT 1 **Zone:** DR **Map:** 52 NORTH BRUNSWICK

SALES HISTORY						ASSESSMENT HISTORY				BUILDING PERMITS/REMARKS							
Grantor	Date	Book/Page	Price	Nu#		Year	Land	Impr	Total	Date	Work Description	Amount	Compl.				
FIRST STATES INVENST% 1ST AM R	03/25/08	5938 /332		10	25	2007	9443800	6756200	16200000								
FIRST FIDELITY BANK REAL ESTAT	09/22/04	5404 /854	12978624			2008	9443800	7291000	16734800								
	10/13/99	4710 /689	77500	15													
	03/07/80	3135/088	200000														
LAND CALCULATIONS						SITE INFORMATION				RESIDENTIAL COST APPROACH							
Frnt	Rr	SB	T	FF		Avgd	Tabl	EqF	Rate	Site	Cond	Value					
						Units			Rate	Site	Cond	Value					
						90.86				9443800	100	9443800					
Net Adj: 100.00						SF: 3,957,879		Auto: N		Land Value: 9,443,800							
						BUILDING INFORMATION											
						Type and Use:		Class/Quality:		Basement							
						Story Height:		Condition:		Main Bldg							
						Style:		Year Built/EffA: 1967 / ()									
						Exterior Finish:		Windows:									
						Roof Type:		Livable Area: 0 SF		Heat/AC							
						Roof Material:		Interior Cond:		Plumbing							
						Foundation:		Interior Wall:		Fireplace							
						Baths: M: A: O:		Kitchens: M: A: O:		Attic							
						ROOM COUNT											
							B	1	2	3/A	Tot						
						Living Rm											
						Dining Rm											
						Kitchen											
						Dinette											
						5 Fixt Bath											
						4 Fixt Bath											
						3 Fixt Bath											
						2 Fixt Bath											
						Bed Room											
						Fam Room											
						Den/Other											
						Old B: 143											
						Old L: 24.4											
										Land: 9,443,800		Impr: 7,291,000		Total: 16,734,800			
										Base Cost: 0		CCF: 275		CLA: 0		Cost New: 0	
										Phys Depr: 0.00 (N)		Func Depr:		Net Depr: 100.00			
										Loc Depr:		Mkt+:		Mkt-:		Bldg Value: 0	
										Detached Items:							
										050- WACHOVIA REGIONAL OFFICES						0	
										#1 OFF/WHSE 2S CPAN 18-28' 243784SF						7,291,000	

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Block: 143 Land Desc: 90.86 AC Owners Name: FIRST STATES INVENST/B WOLFF LP Land: 9,443,800 Exemption Net Taxable Value Deductions
 Lot: 24.04 Bldg Desc: WACHOVIA Street Address: PO BOX 27713 Bank: 00000 Impr: 7,291,000 Code: Cd No-Ow
 Qual: Addl Lots: City & State: HOUSTON TX Zip: 77227 Total: 16,734,800 Value: 0 16,734,800
 Card: M (#1 of 1) Acreage: 90.860 Class: 4A Property Loc: 100 FIDELITY PLAZA-RT 1 Zone: GO Map: 52 NORTH BRUNSWICK

SALES HISTORY										ASSESSMENT HISTORY				BUILDING PERMITS/REMARKS						
Grantor	Date	Book	Page	Price	Nu#	Year	Land	Impr	Total	Date	Work Description	Amount	Compl.							
FIRST FIDELITY BANK REAL ESTAT	09/22/04	5404	/854	12978624		2000	9443800	7291000	16734800											
	10/13/99	4710	/689	77500	15	2001	9443800	7291000	16734800											
	03/07/80	3135	/088	200000																
LAND CALCULATIONS										SITE INFORMATION				RESIDENTIAL COST APPROACH						
Frt	Rr	SB	T	FF	Avgd	Tabl	EqF	Rate	Site	Cond	Value	Road:		Utilities:		Basement				
												PAVED		Sewer: YES		Main Bldg				
												Curbs:		Water: YES						
												Sidewalk:		Gas: YES						
												Measured:		Topo:						
												Inspected:		Neigh: C000						
														VCS:						
Net Adj:	100.00	SF:	3,957,879	Auto:	N	Land Value:	9,443,800					BUILDING INFORMATION								
												Type and Use:		Class/Quality:		Heat/AC				
												Story Height:		Condition:		Plumbing				
												Style:		Year Built/EffA:						
														1958 / ()						
												Exterior Finish:		Windows:						
												Roof Type:		Livable Area:		Fireplace				
														0 SF						
												Roof Material:		Interior Cond:		Attic				
												Foundation:		Interior Wall:		Deck/Patio				
												Baths: M: A: O:		Kitchens: M: A: O:						
												ROOM COUNT				Garage/Misc				
												B	1	2	3/A	Tot	#2 OFF1SM 14859 0			
												Living Rm				#3 WSE1SM 3629 0				
												Dining Rm								
												Kitchen				Base Cost: 0 CCF: 275 CLA: 0 Cost New: 0				
												Dinette				Phys Depr: 0.00 (N) Func Depr: Net Depr: 100.00				
												5 Fixt Bath				Loc Depr: Mkt+: Mkt-: Bldg Value: 0				
												4 Fixt Bath				Detached Items:				
												3 Fixt Bath				050- WACHOVIA REGIONAL OFFICES 0				
												2 Fixt Bath				#1 OFF/WHSE 2S CPAN 18-28' 243784SF 7,291,000				
												Bed Room								
												Fam Room								
												Den/Other								
												Old B: 143				Land: 9,443,800 Impr: 7,291,000 Total: 16,734,800				
												Old L: 24.4				08/24/06				

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M:
N:
O:
P:

1214

PROCESS DATE 04/11/03

BLK 143 100 FIDELITY PLAZA-RT 1 FIRST FIDELITY BANK REAL ESTATE
 LOT 24.4 92.03 ACRES SALE DATE 101399 PRICE 77500
 CLASS= 4A
 CARD 01 OF 01 VCS= ZONE= GO
 MAP= 52

---- BUILDING CALCULATIONS ----
 DESCRIPT UNITS RATE QFAC VALUE DRAWING NOT AVAILABLE
 REPLACEMENT COST (1975) 0
 COST CONVERSION FACTOR 2.75
 REPLACEMENT COST NEW 0
 NET CONDITION (0000) 1.000
 APPRAISED BLDG. VALUE 0
 ACCESS/FARM BUILDINGS 0
 TOTAL IMPROVEMENT VALUE 0

* TOTAL LAND VALUE 0

--- FINAL VALUATION SUMMARY ---
 LAND IMPROVEMENT TOTAL
 0 0 0

** FIXED VALUE OVERRIDE ** LAND IMPROVE TOTAL
 9443800 9806200 19250000

BLK 143 100 FIDELITY PLAZA-RT.1 FIRST FIDELITY BANK - REAL ESTATE
 LOT 24.4 92.249 ACRES
 CARD 01 OF 01 VCS= PROP CLS= 4A
 ZONING=
 TAX MAP=

---- BUILDING CALCULATIONS ----
 DESCRIPT UNITS RATE QFAC VALUE
 REPLACEMENT COST (1975) 0
 COST CONVERSION FACTOR 2.75
 REPLACEMENT COST NEW 0
 NET CONDITION (0000) 1.000
 APPRAISED BLDG. VALUE 0
 ACCESS/FARM BUILDINGS 0
 TOTAL IMPROVEMENT VALUE 0

DRAWING NOT AVAILABLE

* TOTAL LAND VALUE 0

--- FINAL VALUATION SUMMARY ---
 LAND IMPROVEMENT TOTAL
 0 0 0

** FIXED VALUE OVERRIDE ** LAND IMPROVE TOTAL
~~14759800 11835200 26595000~~
 9,443,800 9,806,200 19,250,000

Owner
Street Address

Card Code 28
Building Number 30
Predominant Shell Type 32 205
Predominant Use Type 1 = Apt. 2 = Comm. 3 = Indus. 35
Overall Quality 1 = Low 3 = Average 5 = High 36
Year Built 37 1955

DEPRECIATION
Condition 1 = Poor 2 = Fair 3 = Normal 4 = Good 5 = Excel. 413
Effective Age in Years 42 25
100% - (Eff. Age Dep. % + % Obser. Phys. Cond. %) = Physical Net Condition 38
OBSOLESCENCE
100% - (Func. Obsol. % + Econ. Obsol. %) = Obsol. Net Condition 62
Physical Net Cond. % x Obsol. Net Cond. % = Final Net Condition 51

STRUCTURAL SHELL
Card Code 28
Structural Shell Type Codes 101 = Lt. Wood Frame 102 = Heavy Timber
103 = Masonry Load Bearing 104 = Reinf. Conc. 105 = Steel 106 = Fireproof Steel 107 = Lt. Steel with Galvanized Steel Exterior 108 = Lt. Steel with Enamelled Steel or Aluminum Exterior 109 = Lt. Steel with Insulated Sandwich Panel Exterior 110 = Bsmt. with Conc. Floor 111 = Bsmt. with Wood Floor 112 = Dock High Foundation 123 = Low Quality Service Station 124 = Below Average Quality Service Station 125 = Average Quality Service Station 126 = Above Average Quality Service Station 127 = Good Quality Service Station 133 = Low Quality Specialty Bldg. 134 = Below Average Quality Specialty Bldg. 135 = Average Quality Specialty Bldg. 136 = Above Average Quality Specialty Bldg. 137 = Good Quality Specialty Bldg. 145 = Garden Apartments
Shell Segment Quality Codes 1 = Low 3 = Average 5 = High

Segmt.	QL	Type	Sty/Hgt	Ground Area	Perimeter
30	31	32	35	38	44
48	49	50	53	56	62
30	31	32	35	38	44
48	49	50	53	56	62
30	31	32	35	38	44
48	49	50	53	56	62
30	31	32	35	38	44
48	49	50	53	56	62

Segmt.	WR	Quality Factor	Rate	Apt. Factor	Cost
60	145	807			559,425
	145	710			1,257,260
	145	736			431,360
	145	732			208,034
	145	738			407,570
60	145	600			30,360

Structural Shell Base Cost 2138998

Roof 1-Lt. Wood 5-Galv. Steel
2-Heavy Timber 6-Enam. Steel
3-Stl. Deck 7-Insul. Panels
4-Concrete 8-Precast Conc.

2 EXTERIOR WALL FINISH
Card Code 28
Exterior Wall Finish Codes 1 = Grooved Plywood or Equiv. 2 = Wood Siding or Equiv. 3 = Cement Block or Equiv. 4 = Tilt-up Concrete Panels or Equiv. 5 = Common Brick on Block or Equiv. 6 = Face Brick on Wood Sheathing or Equiv. 7 = Face Brick on Block or Equiv. 8 = Common Brick on Reinf. Conc. or Equiv. 9 = Face Brick on Reinf. Conc. or Equiv. 10 = Precast Con. Panels with Expose Aggregate or Equiv. 11 = Metal and Glass Curtain Walls or Equiv. 12 = Stone or Equiv. 13 = Limestone or Equiv. 14 = Marble or Equiv. 15 = Polished Granite or Equiv. 16 = Store Front
Quality Codes 1 = Low 3 = Average 5 = High

Type	QL	Wall Area	Rate	W/D Factor	Cost
30	32	33	69316	600	409896
40	42	43	8300	1378	113464
50	52	53			
60	62	63			
70	72	73			
30	32	33			
40	42	43			
50	52	53			

Exterior Wall Total Cost 522360

3 INTERIOR FINISH
Card Code 28
Interior Finish Codes 1 = Apt. - Avg. Size 300 s.f. 400 s.f. 500 s.f. 600 s.f. 700 s.f. 800 s.f. 900 s.f. 1000 s.f. and over 2 = Apt. Utility Area 3 = Motel or Equiv. 4 = Small Off. or Equiv. 5 = Large Open Offices or Equiv. 6 = Prof. Off. or Equiv. 7 = Clinics or Equiv. 8 = Large Retail Stores or Equiv. 9 = Retail Stores or Equiv. 10 = Banks or Equiv. 11 = Warehouse 12 = Light Mfg. Area 13 = Heavy Mfg. Area
Quality Codes 1 = Low 2 = Below Average 3 = Average 4 = Above Average 5 = High

Type	QL	Floor Area	Rate	Cost	
34	36	37	317784	594	1392637
44	46	47	36000	116	30160
54	56	57			
64	66	67			
30	32	33			

Gross Apartment Floor Area + Number of Apartment Units = Average Sq. Feet per Apartment 30

Interior Finish Total Cost 1323797

4 HEATING/COOLING
Card Code 28
Building Use Type Codes 1 = Apt. 2 = Comm. 3 = Indust.
Heating/Cooling Unit Type Codes 1 = Hot Water 2 = Forced Hot Air 3 = Unit Heaters 4 = Central Cooling 5 = Package Cooling 6 = Central Combined 7 = Package Combined
Heating/Cooling Quality Codes 1 = Low 3 = Average 5 = High
Boiler Present for Type 1 Unit 0 = No 1 = Yes

Building Unit Use Code	Code	QL	Floor Area	Rate	Cost	
31	32	33	34	324184	162	363196
42	43	44	45	196184	146	284347
53	54	55	56	19600	315	61740

Heating/Cooling Base Cost 85
Type 1 Boiler Adjustment Factor 125
Heating/Cooling Predominant Class Quality Factor 758909
Heating/Cooling Adjusted Cost

Industrial Unit Heaters

Number	Rate	Cost
64		
69		
74		

Small Ind. Ht. 64
Med. Ind. Ht. 69
Large Ind. Ht. 74
Unit Heaters Total Cost

5 PLUMBING FIXTURES
Card Code 28
Plumbing Fixture Quality Codes 1 = Low 3 = Average 5 = High

Number	QL	Rate	Cost
30	35		
36	41	900	76500
42	47		

Apt. Fix. 30
Comm. Fix. 36
Ind. Fix. 42
Plumbing Total Cost

6 ELECTRICAL INSTALLATION
Light Intensity 1 = Minimum 2 = Adequate 3 = Bright 48
Quality Codes 1 = Low 3 = Average 5 = High

Type	Floor Area	QL	Rate	Cost
49	56			
57	64	300		731352
65	72			

Apt. 49
Comm. 57
Ind. 65
Electrical Installation Total Cost

7 SPRINKLER SYSTEM
Card Code 28
Quality Codes 1 = Low 3 = Average 5 = High

Type	Floor Area	QL	Rate	Cost
30	37			
38	45	.79		193507
46	53			

Apt. 30
Comm. 38
Ind. 46
Sprinkler System Base Cost 110
Sprinkler System Quality Factor
Sprinkler System Total Cost 211848

STANDARD BUILDING ACCESSORIES DATA

Card Code	Seq. No.	Acces. Code	Measure One	Measure Two	Ql.	Rate	Quality Factor	Final Net Cond.	Cost
28	30-31	32-35	36-41	42-47	48				
		SD05	3 @	1000 #	5	473		H	946
		SD07	4 @	336 #		1119		H	15039
		SD07	1	234 #		1119		H	2618
		SD07	1	64 #		1119		H	716
		LD04		1300 #		384		H	4608
		LD03		80 #		865		H	692
		FR04		47808		708		H	338481
		EV06	1 2/hrs	3000 lbs		30500	120	H	24600
		EV09	2 /hr		5	3250	120	H	7800

Standard Building Accessories Total Cost **H 395500**

STANDARD EXTERIOR ACCESSORIES DATA

Card Code	Seq. No.	Acces. Code	Measure One	Measure Two	Ql.	Rate	Quality Factor	Final Net Cond.	Cost
28	30-31	32-35	36-41	42-47	48				
Brick		UA03	Perimeter	352 #	5	876		50	1542
		FR02		352	3	112		50	197
		PV05	372700 #			48		50	89448
		FT01	4	20000		33		52	13728
		FS04	6'	600'		716		50	2148
		ST07	7500 sq ft			182		52	47580

Demo 2004

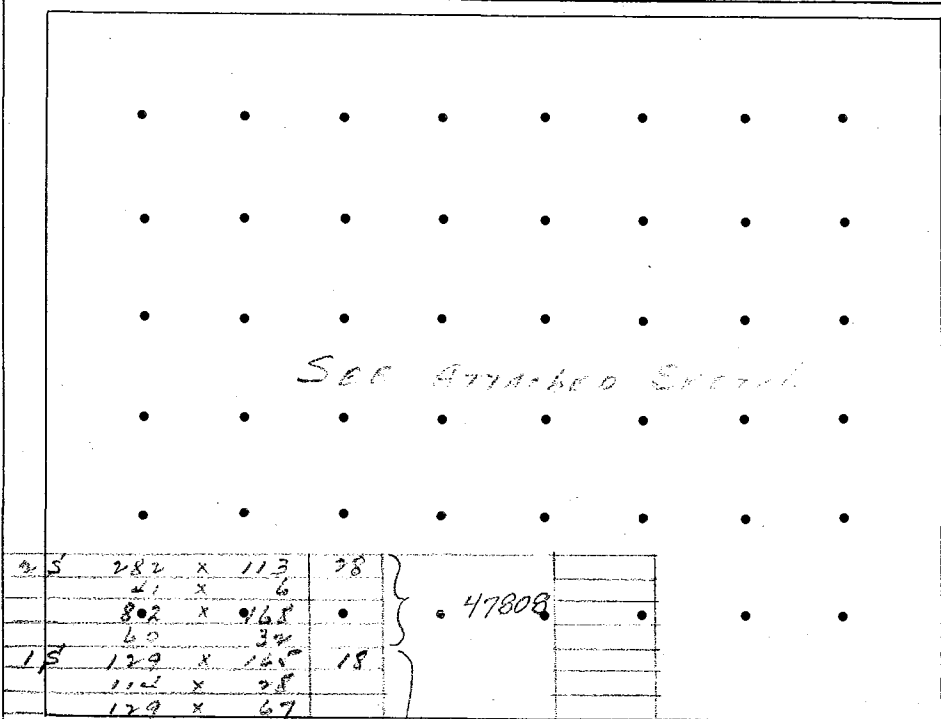
Standard Exterior Accessories Total Depreciated Cost **154643**
 Cost Conversion Factor **2.65 769**
 Standard Exterior Accessories Total Cost **256854**

SPECIAL EXTERIOR ACCESSORIES DATA

Card Code	Seq. No.	Description	Depr. Full Value
28	30-31	32-38	39-67
			409804

Special Exterior Accessories Total Depr. Full Value

BUILDING SKETCH Scale 1" =



25	282 x 113	38	}	47808
	41 x 6			
	82 x 968			
18	60 x 34	18		
	129 x 125			
	112 x 28			
	129 x 67			
	82 x 226			

Segment	Width	Length	Height	Ground Area	Perimeter	Building Description
	22 x	32		117173		
	183 x	287				
	92 x	164				
	93 x	186				
	73 x	42	17	4042		
	61 x	16	3			
	140 x	140	16	19600		
	99 x	39	15	3861		
	109 x	28	10			
	20 x	8		3192		
	av. 8 x	35				
	x			193976		
	x					
	x					
	x					
	x					

BUILDING VALUATION SUMMARY

1. Structural Shell Base Cost	2138998	
2. Exterior Finish Total Cost	522360	Rents
3. Interior Finish Total Cost	1323797	
4. Heating/Cooling Total Cost	758909	
Industrial Unit Heaters Total Cost		
5. Plumbing Fixtures Total Cost	76500	
6. Electrical Installation Total Cost	731352	
7. Sprinkler System Total Cost	211848	
8. Standard Bldg. Access. Total Cost (±)	395500	
1975 Replacement Cost	6159264	
COST CONVERSION FACTOR	2.65	
Replacement Cost New	16322049	
Final Net Condition	62	
Depreciated Building Cost	1011967	
9. Exterior Access. Total Cost	409804	
TOTAL VALUE	10529474	

B-143 P-24-1 3/3

Owner
Street Address

COMMERCIAL BUILDING DATA

Card Code 28

Building Number 30

Predominant Shell Type 32

Predominant Use Type 1 = Apt. 2 = Comm. 3 = Indus. 35

Overall Quality 1 = Low 3 = Average 5 = High 36

Year Built 37

DEPRECIATION

Condition 1 = Poor 2 = Fair 3 = Normal 4 = Good 5 = Excel. 41

Effective Age in Years 42

100% - (Eff. Age Dep. % + % Obser. Phys. Cond. %) = Physical Net Condition 38 45

OBSOLESCENCE

100% - (Func. Obsol. % + Econ. Obsol. %) = Obsol. Net Condition 48

Physical Net Cond. % x Obsol. Net Cond. % = Final Net Condition 51

STRUCTURAL SHELL

Card Code 28

Structural Shell Type Codes 101 = Lt. Wood Frame 102 = Heavy Timber
103 = Masonry Load Bearing 104 = Reinf. Conc. 105 = Steel 106 = Fireproof Steel 107 = Lt. Steel with Galvanized Steel Exterior 108 = Lt. Steel with Enameled Steel or Aluminum Exterior 109 = Lt. Steel with Insulated Sandwich Panel Exterior 110 = Bsmt. with Conc. Floor 111 = Bsmt. with Wood Floor 112 = Dock High Foundation 123 = Low Quality Service Station 124 = Below Average Quality Service Station 125 = Average Quality Service Station 126 = Above Average Quality Service Station 127 = Good Quality Service Station 133 = Low Quality Specialty Bldg. 134 = Below Average Quality Specialty Bldg. 135 = Average Quality Specialty Bldg. 136 = Above Average Quality Specialty Bldg. 137 = Good Quality Specialty Bldg. 145 = Garden Apartments

Shell Segment Quality Codes 1 = Low 3 = Average 5 = High

Segmt.	QL	Type	Sty/Hgt	Ground Area	Perimeter
30	31	32	35	17	38
48	49	50	53	15	56
30	31	32	35	11	38
48	49	50	53		56
30	31	32	35		38
48	49	50	53		56
30	31	32	35		38
48	49	50	53		56

Segmt.	QR	Quality Factor	Rate	Apt. Factor	Cost
	14		8.66		23,730
	14		9.16		45,70
	14		6.82		3,251

Structural Shell Base Cost

Roof 1-Lt. Wood 2-Heavy Timber 3-Stl. Deck 4-Concrete 5-Galv. Steel 6-Enam. Steel 7-Insul. Panels 8-Precast Conc.

EXTERIOR WALL FINISH

Card Code 28

Exterior Wall Finish Codes 1 = Grooved Plywood or Equiv. 2 = Wood Siding or Equiv. 3 = Cement Block or Equiv. 4 = Tilt-up Concrete Panels or Equiv. 5 = Common Brick on Block or Equiv. 6 = Face Brick on Wood Sheathing or Equiv. 7 = Face Brick on Block or Equiv. 8 = Common Brick on Reinf. Conc. or Equiv. 9 = Face Brick on Reinf. Conc. or Equiv. 10 = Precast Con. Panels with Expose Aggregate or Equiv. 11 = Metal and Glass Curtain Walls or Equiv. 12 = Stone or Equiv. 13 = Limestone or Equiv. 14 = Marble or Equiv. 15 = Polished Granite or Equiv. 16 = Store Front

Quality Codes 1 = Low 3 = Average 5 = High

Type	QL	Wall Area	Rate	W/D Factor	Cost
30	32	33	4644	400	185,76
40	42	43			
50	52	53			
60	62	63			
70	72	73			

Card Code 28

Exterior Wall Total Cost

INTERIOR FINISH

Card Code 28

Interior Finish Codes 1 = Apt. - Avg. Size 300 s.f. 400 s.f. 500 s.f. 600 s.f. 700 s.f. 800 s.f. 900 s.f. 1000 s.f. and over 2 = Apt. Utility Area 3 = Motel or Equiv. 4 = Small Off. or Equiv. 5 = Large Open Offices or Equiv. 6 = Prof. Off. or Equiv. 7 = Clinics or Equiv. 8 = Large Retail Stores or Equiv. 9 = Retail Stores or Equiv. 10 = Banks or Equiv. 11 = Warehouse 12 = Light Mfg. Area 13 = Heavy Mfg. Area

Quality Codes 1 = Low 2 = Below Average 3 = Average 4 = Above Average 5 = High

Gross Apartment Floor Area + Number of Apartment Units = Average Sq. Feet per Apartment 30

Type	QL	Floor Area	Rate	Cost
34	36	37	3629	83
44	46	47		
54	56	57		
64	66	67		

Card Code 28

Interior Finish Total Cost

HEATING/COOLING

Card Code 28

Building Use Type Codes 1 = Apt. 2 = Comm. 3 = Indus.

Heating/Cooling Unit Type Codes 1 = Hot Water 2 = Forced Hot Air 3 = Unit Heaters 4 = Central Cooling 5 = Package Cooling 6 = Central Combined 7 = Package Combined

Heating/Cooling Quality Codes 1 = Low 3 = Average 5 = High

Boiler Present for Type 1 Unit 0 = No 1 = Yes 30

Building Use Code	QL	Floor Area	Rate	Cost
31	32	33	3629	176
42	43	44		
53	54	55		

Heating/Cooling Base Cost

Type 1 Boiler Adjustment Factor

Heating/Cooling Predominant Class Quality Factor

Heating/Cooling Adjusted Cost

Industrial Unit Heaters

Number	Rate	Cost
64		
69		
74		

Unit Heaters Total Cost

PLUMBING FIXTURES

Card Code 28

Plumbing-Fixture Quality Codes 1 = Low 3 = Average 5 = High

Number	QL	Rate	Cost
30	35		
36	41		
42	47		

Plumbing Total Cost

ELECTRICAL INSTALLATION

Light Intensity 1 = Minimum 2 = Adequate 3 = Bright 48

Quality Codes 1 = Low 3 = Average 5 = High

Type	Floor Area	QL	Rate	Cost
49		56		
57		64		
65	3629	72	1.75	63.51

Electrical Installation Total Cost

SPRINKLER SYSTEM

Card Code 28

Quality Codes 1 = Low 3 = Average 5 = High

Type	Floor Area	QL	Rate	Cost
30		37		
38		45		
46		53		

Sprinkler System Base Cost

Sprinkler System Quality Factor

Sprinkler System Total Cost

B-143 K-244 2/3

Owner
Street Address

COMMERCIAL BUILDING DATA

Card Code 28
Building Number 30
Predominant Shell Type 32 103
Predominant Use Type 1 = Apt. 2 = Comm. 3 = Indus. 35
Overall Quality 1 = Low 3 = Average 5 = High 36
Year Built 37 1967
DEPRECIATION
Condition 1 = Poor 2 = Fair 3 = Normal 4 = Good 5 = Excel. 41 3
Effective Age in Years 42 16
100% - (Eff. Age Dep. % + Econ. Obsol. %) 43
= Physical Net Condition 29 45 87
OBSOLESCENCE
100% - (Func. Obsol. % + Econ. Obsol. %) 71
= Obsol. Net Condition 48
Physical Net Cond. % x Obsol. Net Cond. %
= Final Net Condition 51

STRUCTURAL SHELL

Card Code 28
Structural Shell Type Codes 101 = Lt. Wood Frame 102 = Heavy Timber
103 = Masonry Load Bearing 104 = Reinf. Conc. 105 = Steel 106 =
Fireproof Steel 107 = Lt. Steel with Galvanized Steel Exterior 108 =
Lt. Steel with Enameled Steel or Aluminum Exterior 109 = Lt. Steel with
Insulated Sandwich Panel Exterior 110 = Bsmt. with Conc. Floor 111 =
Bsmt. with Wood Floor 112 = Dock High Foundation 123 = Low Quality
Service Station 124 = Below Average Quality Service Station 125 =
Average Quality Service Station 126 = Above Average Quality Service
Station 127 = Good Quality Service Station 133 = Low Quality Specialty
Bldg. 134 = Below Average Quality Specialty Bldg. 135 = Average Quality
Specialty Bldg. 136 = Above Average Quality Specialty Bldg. 137 = Good
Quality Specialty Bldg. 145 = Garden Apartments
Shell Segment Quality Codes 1 = Low 3 = Average 5 = High

Segmt.	QL	Type	Sty/Hgt	Ground Area	Perimeter
30	31	32	35	14	38
48	49	50	53	2640	44
				12219	62

Card Code 28

Card Code	30	31	32	35	38	44
48	49	50	53	56	62	

Card Code 28

Card Code	30	31	32	35	38	44
48	49	50	53	56	62	

Card Code 28

Card Code	30	31	32	35	38	44
48	49	50	53	56	62	

Segmt.	WR	Quality Factor	Rate	Apt. Factor	Cost
12	145		763		39308
13	145		719		137389

Structural Shell Base Cost 156597

Roof

1-Lt. Wood	5-Galv. Steel
2-Heavy Timber	6-Enam. Steel
3-Stl. Deck	7-Insul. Panels
4-Concrete	8-Precast Conc.

EXTERIOR WALL FINISH

Card Code 28
Exterior Wall Finish Codes 1 = Grooved Plywood or Equiv. 2 = Wood Siding or Equiv. 3 = Cement Block or Equiv. 4 = Tilt-up Concrete Panels or Equiv. 5 = Common Brick on Block or Equiv. 6 = Face Brick on Wood Sheathing or Equiv. 7 = Face Brick on Block or Equiv. 8 = Common Brick on Reinf. Conc. or Equiv. 9 = Face Brick on Reinf. Conc. or Equiv. 10 = Precast Con. Panels with Expose Aggregate or Equiv. 11 = Metal and Glass Curtain Walls or Equiv. 12 = Stone or Equiv. 13 = Limestone or Equiv. 14 = Marble or Equiv. 15 = Polished Granite or Equiv. 16 = Store Front
Quality Codes 1 = Low 3 = Average 5 = High

Type	QL	Wall Area	Rate	W/D Factor	Cost
30	32	33	11600	500	
40	42	43			58000
50	52	53			
60	62	63			
70	72	73			

Card Code 28

Card Code	30	32	33
40	42	43	
50	52	53	

INTERIOR FINISH

Card Code 28
Interior Finish Codes 1 = Apt. - Avg. Size 300 s.f. 400 s.f. 500 s.f. 600 s.f. 700 s.f. 800 s.f. 900 s.f. 1000 s.f. and over 2 = Apt. Utility Area 3 = Motel or Equiv. 4 = Small Off. or Equiv. 5 = Large Open Offices or Equiv. 6 = Prof. Off. or Equiv. 7 = Clinics or Equiv. 8 = Large Retail Stores or Equiv. 9 = Retail Stores or Equiv. 10 = Banks or Equiv. 11 = Warehouse 12 = Light Mfg. Area 13 = Heavy Mfg. Area
Quality Codes 1 = Low 2 = Below Average 3 = Average 4 = Above Average 5 = High
Gross Apartment Floor Area + Number of Apartment Units = Average Sq. Feet per Apartment 30

Type	QL	Floor Area	Rate	Cost
34	36	37	14357	950
44	46	47		141161
54	56	57		
64	66	67		

Card Code 28

Card Code	30	32	33
40	42	43	

Interior Finish Total Cost

HEATING/COOLING

Card Code 28
Building Use Type Codes 1 = Apt. 2 = Comm. 3 = Indus.
Heating/Cooling Unit Type Codes 1 = Hot Water 2 = Forced Hot Air 3 = Unit Heaters 4 = Central Cooling 5 = Package Cooling 6 = Central
Combined 7 = Package Combined
Heating/Cooling Quality Codes 1 = Low 3 = Average 5 = High
Boiler Present for Type 1 Unit 0 = No 1 = Yes 30

Building Unit Use Code	QL	Floor Area	Rate	Cost
31	32	33	34	14659
42	43	44	45	315
53	54	55	56	46886

Heating/Cooling Base Cost
Type 1 Boiler Adjustment Factor
Heating/Cooling Predominant Class Quality Factor 125
Heating/Cooling Adjusted Cost 58508

Industrial Unit Heaters

Number	Rate	Cost
64		
69		
74		

Small Ind. Ht. 64
Med. Ind. Ht. 69
Large Ind. Ht. 74
Unit Heaters Total Cost

PLUMBING FIXTURES

Card Code 28
Plumbing Fixture Quality Codes 1 = Low 3 = Average 5 = High

Number	QL	Rate	Cost
30	35		
36	41	900	36100
42	47		

Apt. Fix. 30
Comm. Fix. 36
Ind. Fix. 42
Plumbing Total Cost

ELECTRICAL INSTALLATION

Light Intensity 1 = Minimum 2 = Adequate 3 = Bright 48
Quality Codes 1 = Low 3 = Average 5 = High

Type	Floor Area	QL	Rate	Cost
49		56		
57	14839	64	300	44517
65		72		

Apt. 49
Comm. 57
Ind. 65
Electrical Installation Total Cost

SPRINKLER SYSTEM

Card Code 28
Quality Codes 1 = Low 3 = Average 5 = High

Type	Floor Area	QL	Rate	Cost
30		37		
38		45		
46		53		

Apt. 30
Comm. 38
Ind. 46
Sprinkler System Base Cost
Sprinkler System Quality Factor
Sprinkler System Total Cost

Prepared by:

JTB
Jeannine T. Bishop, Esq.

CHICAGO TITLE INSURANCE COMPANY RECORDED
TWO UNIVERSITY PLAZA ELAINE M. FLYNN
PLAZA 14 MIDDLESEX CTY CLERK
HACKENSACK, NEW JERSEY 07601
ILLEGIBLE ORIGINAL 08 APR 23 AM 10:48
Middlesex County Clerk
BOOK # _____
PAGE # _____
OF PAGES _____

DEED

This Deed is made on the 31st day of March, 2008, to be effective as of the 25th day of March, 2008.

BETWEEN FIRST STATES INVESTORS 3300, LLC, a Delaware limited liability company, having an address at 610 Old York Road, Suite 300, Jenkintown, Pennsylvania 19046, referred to as the Grantor,

AND FIRST STATES INVESTORS DBI SP, L.P., a Delaware limited partnership, having an address is 610 Old York Road, Suite 300, Jenkintown, Pennsylvania 19046, 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) with general warranty the property described below to the Grantee. This transfer is made for the sum of Ten Dollars (\$10.00).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipal Tax Map of the Township of North Brunswick, State of New Jersey: Block No. 143 Lot Nos. 24.02, 24.03 and 24.04.

Property. The property consists of the land and all the buildings and structures on the land in the Township of North Brunswick, County of Middlesex and State of New Jersey, more commonly known as NBOC Operations Center and North Brunswick Annex. 100/300 Fidelity Plaza, North Brunswick, New Jersey.

The legal description of said premises is attached hereto and made a part hereof as Schedule "A".

BEING the same premises conveyed to First States Investors 3300, LLC, a Delaware limited liability company, by deed from Wachovia Bank, National Association, dated September 22, 2004, and recorded November 4, 2004 in Deed Book 5404, Page 858.

SUBJECT TO any operative easements, agreements, covenants, conditions, reservations and restrictions of record and such state of facts as an accurate survey or physical inspection of the property may reveal.

Promises by Grantor. The Grantor promises that the Grantor will forever warrant and defend the said property unto the Grantee, his heirs, personal representatives and assigns against the

[Handwritten signature]

143 - 24.02, 24.03, 24.04

NJES 10/04

10-1

claims and demands of all persons whomsoever. This promise is called a "covenant of warranty" (N.J.S.A.46:4-7).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

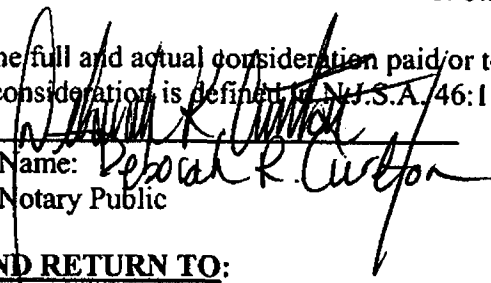
**FIRST STATES INVESTORS 3300, LLC, a
Delaware limited liability company**

By: 
Sonya K. Huffman, Vice President

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

I CERTIFY that on March 31, 2008, Sonya A. Huffman personally came before me and acknowledged under oath, to my satisfaction, that this person

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as the Vice President of First States Investors 3300, LLC; and
- (c) made this Deed for \$10.00 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.)


Name: Deborah R. Cureton
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
DEBORAH R. CURETON, Notary Public
Jenkintown Boro., Montgomery County
My Commission Expires March 31, 2011

RECORD AND RETURN TO:
Morgan, Lewis Bockius LLP
1701 Market Street
Philadelphia, Pennsylvania 19103
Attention: Eric L. Stern, Esquire

Schedule A

ILLEGIBLE ORIGINAL
Middlesex County Clerk

TRACT 1: All that certain lot, tract, or parcel of land and premises, situate, lying and being in the Township of North Brunswick in the County of Middlesex, and State of New Jersey, and more particularly described as follows:

Beginning at a point in the southerly line of U.S. Highway Route #1 (formerly New Jersey State Highway Route S - 26), where the same is intersected by the easterly line of tax map Lot 24.01, Block 143. Being also the westerly line of tax map Lot 25; Block 143, and thence;

- 1) Along the southwesterly line of Lot 25, Block 143, South 37 degrees 51 minutes 10 seconds East, 1511.87' to a point in the northwesterly line of U.S. Highway Route #130 and thence;
- 2) Along the northwesterly line of U.S. Highway Route #130 along a curve to the right having a radius of 2804.93', and interior angle of 12 degrees 59 minutes 27 seconds, and an arc length of 635.98 feet to a point of tangency and thence;
- 3) Still along the northwesterly line of U.S. Highway Route #130, South 37 degrees 43 minutes 30 seconds West, 34.75' to a point in the northeasterly line of tax map Lot 26, Block 143, (also known as Lot 1, Block 301 as shown on a "Map of Colonial Gardens, Section A, North Brunswick Twp., Middlesex County, N.J., scale 1" = 60', May 1926"), and thence;
- 4) Along the northeasterly line of tax map Lots 26 and 28 thru 34, Block 143, North 37 degrees 49 minutes 45 seconds West, 700.12' to a point, said point being the most northerly corner of Colonial Gardens, Section 1, and thence;
- 5) Along the northwesterly line of Colonial Gardens, Section A, South 44 degrees 03 minutes 15 seconds West, 597.13' to angle point therein and thence;
- 6) Still along the northwesterly line of Colonial Gardens, Section A and C, South 44 degrees 13 minutes 15 seconds West, 1496.88' to a point in the northeasterly line of tax map Lot 58, Block 143 and thence;
- 7) Along the northeasterly line of tax map Lots 58 thru 61, Block 143, North 39 degrees 05 minutes 15 seconds West, 620.73' to an angle point therein and thence;
- 8) Along the northwesterly line of tax map Lot 62, Block 143 South 56 degrees 33 minutes 30 seconds West, 8.78' to a point in the center line of a 15' wide easement to Jersey Central Power and Light Co., March 10, 1986, recorded in Deed Book 1486, Page 74, and thence;
- 9) Along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, North 39 degrees 00 minutes 00 seconds West, 17.41' to a point of curvature and thence;
- 10) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, along a curve to the right having a radius of 200', an interior angle of 38 degrees 51 minutes 59 seconds, and an arc length of 135.67' to a point of tangency and thence;
- 11) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lots 23.03, Block 143 and Lot 164, Block 143.04, North 00 degrees 08 minutes 00 seconds West, 1708.80' to a point of curvature and thence;

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Middlesex County Clerk

12) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 64, Block 143.04, along a curve to the left having a radius of 200', an interior angle of 36 degrees 52 minutes 04 seconds, an arc length of 128.69', and a chord bearing of North 18 degrees 34 minutes 02 seconds West, and a chord distance of 126.48', to a point on the curve where the same is intersected by a proposed lot line herein described in courses 13 thru 18.

13) South 62 degrees 54 minutes 14 seconds East, 87.58' thru the lands of tax map Lot 24.01, Block 143, to angle point and thence;

14) South 54 degrees 00 minutes 00 seconds East, 157.84' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;

15) North 82 degrees 00 minutes 00 seconds East, 127.00' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;

16) North 08 degrees 00 minutes 00 seconds West, 125.06' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;

17) North 12 degrees 53 minutes 52 seconds East, 37.40' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;

18) North 82 degrees 00 minutes 00 seconds East, 239.18' thru the lands of tax map Lot 24.01, Block 143, and ending proposed lot line at a point in the westerly line of tax map Lot 24.02, Block 143 and thence;

19) South 08 degrees 00 minutes 00 seconds East, 428.41' along the westerly line of tax map Lot 24.02, Block 143, to a point being the southwesterly corner of tax map Lot 24.02, Block 143 and thence;

20) North 82 degrees 00 minutes 00 seconds East, 640' along the southerly line of Lot 24.02 to a point being the southeasterly corner of tax map Lot 24.02, Block 143 and thence;

21) North 08 degrees 00 minutes 00 seconds West, 442.41' along the easterly line of tax map Lot 24.02, Block 143 to a point in the southerly line of U.S. Highway Route # 1. Said point also being the northeasterly corner of tax map Lot 24.02, Block 143 and thence;

22) North 82 degrees 00 minutes 00 seconds East, 624.47' along the southerly line of U.S. Highway Route #1, to the point and place of beginning.

Excepting thereout and therefrom the following described parcels of land:

PARCEL ER40A, 40B and 40C, as indicated on a map entitled: "New Jersey Department of Transportation, GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 1 (1953) SECTION 6, From Route 26 to Raritan River, Showing Existing Right of Way and Parcels To Be Acquired In The Township of North Brunswick And City of New Brunswick, County of Middlesex, Scale: As Indicated, June 1988";

PARCEL ER40A, consisting of the right at about Station 187+75 (Base Line Stationing) to form and maintain slopes for grading Route U.S. 1 (1953) as far as the line marked Slope "E.W." on the aforesaid map, including the right to topsoil and seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the State has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary.

PARCEL 40B, including all the land and premises located at about Station 190+00 (Base Line Stationing) bounded on the north by the existing right of way line of Route U.S. 1 (1953); on the northeast by lands now or formerly of

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Middlesex County Clerk

Merrill Lynch, Pierce, Fenner and Smith; on the south by the proposed right of way line of Route U.S. 1 (1953), as laid on the aforesaid map; and on the southwest by lands now or formerly of Society Hill Condominium No. 9; all as shown on the aforesaid map; containing 0.177 acres, more or less.

PARCEL R40C, including specifically all the land and premises located at about Station 202+50 (Base Line Stationing) bounded on the north by the existing right of way line of Route U.S. 1 (1953); on the northeast by lands now or formerly of Barrel Ltd; on the southeast, east, south, west and south by the proposed right of way line of Route U.S. 1 (1953), as laid down on the aforesaid map and on the west by lands now or formerly of Merrill Lynch, Pierce, Fenner and Smith; all as shown on the aforesaid map; containing 0.569 acre more or less;

TOGETHER WITH the right to form and maintain slope for grading ROUTE U.S. 1 (1953) as far as the line marked Slope "E.W." on the aforesaid map, including the right to top soil, seed, plant trees, vines, shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the state has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary;

AND ALSO the owner's right of direct access to and from Route U.S. 1 (1953): EXCEPT that the owner shall have the right of direct access as far as the line marked "ACCESS PERMITTED" as shown on the aforesaid map;

AND ALSO the right to construct and maintain an open ditch, subsurface drains, headwalls and appurtenances at the location shown on the aforesaid map;

AND ALSO the right to enter upon the remaining lands of the owner for the purpose of constructing curb and an inlet as shown on the aforesaid map;

AND ALSO all right, title and interest that the owner may have in Route U.S. 1 (1953), contiguous to the above described premises as shown on the aforesaid map.

After taking exceptions into consideration Being Tax Block 143 Lot 24.01.

PARCEL R77, as indicated on a map entitled: "New Jersey Department of Transportation, GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 1 (1953) SECTION 6, Route 26 To Raritan River, Showing Existing Right Of Way And Parcels To Be Acquired in The township Of North Brunswick And City Of New Brunswick, County of Middlesex, September 1996," and as shown more particularly on a map entitled: NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE U.S.1 (1953) SECTION 6, ROUTE 26 TO RARITAN RIVER, PARCEL 77, TOWNSHIP OF NORTH BRUNSWICK, COUNTY OF MIDDLESEX, JULY 1998."

PARCEL R77, including specifically all the land and premises located at about Station 1+600 (Base Line Route U.S. 130 (1953) Stationing) (1996 R.O.W. and 1998 Constr.), bounded on the east by the existing right-of-way line of Route U.S. 130 (1953); on the south by lands now or formerly of the Township of North Brunswick; on the west by the proposed right-of-way line of Route U.S. 130 (1953), as laid down on the aforesaid map; and on the north by lands now or formerly Barrel Ltd.; all as shown on the aforesaid map; containing 0.0887 hectare more or less; (0.219 acre more or less);

TRACT 2: All that certain land and premises, situate, lying and being the the Township of North Brunswick, the County of Middlesex and State of New Jersey and particularly described as follows:

Beginning at a point marked by a concrete monument in the southerly line of U.S. Highway Route #1, (formerly New Jersey State Highway Route S-26), where the same is intersected by the easterly line of tax map Lot 64, Block 143.04 being also the westerly line of Lot 24.01, Block 143 and thence;

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ILLEGIBLE ORIGINAL
Middlesex County Clerk

- 1) North 82 degrees 00 minutes 00 seconds East, 573.24' along the southerly line of U.S. Highway Route # 1 to a point where the same is intersected by the westerly line of tax map Lot 24.02, Block 143. Said point also being the northwesterly corner of Lot 24.02 and thence;
- 2) South 08 degrees 00 minutes 00 seconds East, 14.00' along the westerly line of tax map Lot 24.02, Block 143 to a point where the same is intersected by a proposed lot line here in described in courses 3 thru 8.
- 3) South 82 degrees 00 minutes 00 seconds West, 239.18' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 4) South 12 degrees 53 minutes 52 seconds West, 37.40' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 5) South 08 degrees 00 minutes 00 seconds East, 125.06' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 6) South 82 degrees 00 minutes 00 seconds West, 127.00' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 7) North 54 degrees 00 minutes 00 seconds West, 157.84' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 8) North 62 degrees 54 minutes 14 seconds West, 87.58' thru the lands of tax map Lot 24.01, Block 143 and intersecting the westerly line of tax map Lot 24.01, Block 143 at a point on a curve previously described in (Course # 12 - Legal Description Block 143, Lot 24.03, Township of North Brunswick, Middlesex County New Jersey) and said point being the end of proposed lot line and thence;
- 9) Along the westerly line of Lot 24.01 along a curve to the left having a radius of 200', an interior angle of 04 degrees 41 minutes 52 seconds, an arc length of 16.40', and a chord bearing of North 39 degrees 21 minutes 00 seconds West, and a chord distance of 16.39', to a point and place of beginning.

Being tax Block 143 Lot 24.03.

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ILLEGIBLE ORIGINAL
Middlesex County Clerk

Schedule A
Continued

ALL that certain lot, parcel or tract of land, situate and lying in the Township of North Brunswick, County of Middlesex and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Southerly line of U.S. Highway Route No. 1, said point being 624.47 feet Westerly from a monument in the Southerly line of said highway, said monument being the dividing line between Tax Map Lot 24 Block 143 on the West and Lot 25 Block 143 on the East; thence running

- (1) South 8 degrees 00 seconds East 442.41 feet to a point; thence
- (2) South 82 degrees 00 minutes West 640 feet to a point; thence
- (3) North 8 degrees 00 minutes West, 442.41 feet to the southerly line of U.S. Highway Route 1; thence
- (4) along the Southerly line of said Route No. 1, North 82 degrees 00 minutes East 640 feet to the point and place of Beginning.

EXCEPTING THEREOUT AND THEREFROM, the following described parcel of land:

PARCEL R41, as indicated on a map entitled: "New Jersey Department Of Transportation, GENERAL PROPERTY MAP, ROUTE U.S. 1 (1953), SECTION 6, From Route 26 To Raritan River, Showing Existing Right-of-Way And Parcels To Be Acquired In The Township of North Brunswick And City of New Brunswick, County of Middlesex, Scale: As Indicated, June 1988";

PARCEL R41, including specifically all the land and premises located at about Station 196+80 (Base Line Stationing) bounded on the North by the existing Right-of-Way line of Route U.S. 1 (1953); on the East by lands now or formerly of First Fidelity Bank, N.A.; on the South by the proposed Right-of-Way line of Route U.S. 1 (1953); as laid down on the aforesaid map; and on the West by lands now or formerly of First Fidelity Bank, N.A.; all as shown on the aforesaid map;

TOGETHER WITH the right to form and maintain slopes for grading Route U.S. 1 (1953) as far as the line marked Slope "E" "W." on the aforesaid map, including the right to top soil, seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the State has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary;

AND ALSO, the right to construct and maintain an open ditch, subsurface drains, headwalls, and appurtenances at the location shown on the aforesaid map;

AND ALSO, the owner's right of direct access to and from Route U.S. 1 (1953); EXCEPT that the owner shall have the right to direct access as far as the line marked "ACCESS PERMITTED" as shown on the aforesaid map.

AFTER TAKING EXCEPTION INTO CONSIDERATION,

BEING Tax Block 143 Lot 24.02.

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MIDDLESEX COUNTY CLERK

Return To:

CHICAGO TITLE INSURANCE COMPANY
TWO UNIVERSITY PLAZA PLAZA 14
HACKENSACK NJ 07601

FIRST STATES INVESTORS 3300, L
LC

Index DEED BOOK

Book 05938 Page 0332

No. Pages 0012

Instrument DEED EXEMPT

Date : 4/23/2008

Time : 11:06:30

Control # 200804230288

INST# DE 2008 004589

Employee ID BADAL

RECORDING	\$	80.00
EXEMPT	\$	.00
DARM	\$	33.00
NJPRPA	\$	22.00
DARM 3.00	\$	3.00
NJPRPA	\$	2.00
GRANTEE TX	\$	.00
- . . . .	\$	.00
- . . . .	\$	.00
Total:	\$	140.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



200804230288



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Retain this page for future reference

Not part of the original submitted document

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Record /st
FOR INFORMATION ONLY

FATICO
ST04-37329

Wachovia BBD: 3372A
PID: 280837

Charge, Record and Return to
Settlers Title Agency, L.P.
The Pavilions at Greentree
Suite 301 - 302
Marlton, NJ 08053-3436

[Handwritten signature]

MEMORANDUM OF LEASE

2004 NOV -9 PM 1:59

BOOK #
PAGE #
OF

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated this 22nd day of September, 2004, by and between FIRST-STATES INVESTORS 3300, LLC, c/o American Financial Realty Trust, 680 Old York Road, Suite 20, Jenkintown, Pennsylvania 19046, Attention: Operations ("Landlord") and WACHOVIA BANK, NATIONAL ASSOCIATION, Wachovia Corporate Real Estate, 201 N. Tryon St., 21st Fl, NC0114, Charlotte, NC 28288-0114, Attn: Lease Admin. (PID#280837 & 280838).

WITNESSETH:

Landlord and Tenant have entered into a lease (the "Lease"), dated as of September 22, 2004, which provides, inter alia:

Property: The real property affected by the Lease consists, collectively, of (i) the parcel(s) of land identified on Exhibit A hereto (the "Land"); and (ii) all improvements now or hereafter located on the Land, including, without limitation, the building or building complex (the "Building") located upon the Land, which is known by the street address of 100/300 Fidelity Plaza, North Brunswick, New Jersey.

Leased Premises: The premises originally demised by the Lease (the "Leased Premises") are and consist of the areas of the Property identified on Exhibit B hereto as being demised and leased to Tenant hereunder, including the areas of the Building so identified and, if applicable, any Drive-Through Banking Facilities so identified on Exhibit B hereto. Tenant has certain rights to expand the Leased Premises as set forth in the Lease (including, without limitation in Section 1.7 and Article X of the Lease). Subject to, upon and in accordance with, the terms of Article XI of the Lease, Tenant originally named in the Lease (i.e. Wachovia Bank, National Association) and certain of its affiliated successors has certain rights to terminate the Lease with respect to all or any portions of the Leased Premises (even after such originally named Tenant, or such successor is no longer the Tenant under the Lease).

Term: The term of the Lease shall commence on the date hereof (the "Commencement Date") and expire on the last day of the month in which the twentieth (20th) anniversary of the Commencement Date occurs, subject to sooner cancellation or termination in accordance with the express terms of the Lease, and to Tenant's renewal options described in Section 1.4 of the Lease.

Renewal Options: Subject to, upon and in accordance with, the terms of the Lease, Tenant has six (6) successive five (5) year renewal options. Tenant shall exercise each renewal option, if at all, by notice delivered not

NBOC Operations Center
100/300 Fidelity Plaza
C048228/0174219/1175569.1

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L 24.4

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later than twelve (12) months prior to the then current expiration of the Term, however Tenant's right to exercise any renewal option shall not lapse unless Tenant shall fail to exercise same within ten (10) business days following Landlord's delivery of a notice to Tenant that Tenant's notice exercising such renewal option has not been delivered to Landlord.

Miscellaneous:

1. In addition to the Leased Premises, the Lease demises certain other portions of the Building identified on Exhibit B-1 hereto (the "Release Premises") upon essentially the same terms and conditions applicable to the Leased Premises, except as provided in Section 1.7 of the Lease. The term of the Lease with respect to the Release Premises will not exceed approximately two (2) years, which term shall commence on the Commencement Date and expire, at the latest, on the last day of the month in which the second (2nd) anniversary of the Commencement Date occurs. No Annual Basic Rent is payable with respect to the Release Premises, but upon the expiration of such two (2) year period, the Release Premises may, at Tenant's election, be added to the Leased Premises as expressly provided in Section 1.7 of the Lease.
2. Tenant has certain signage rights outside of the Leased Premises (including, without limitation, rights with respect to the Building Identification Signage (as such term is defined in the Lease)) as set forth in Section 3.3 and Section 3.4 of the Lease.
3. Section 3.4 of the Lease sets forth certain restrictions on the Landlord's right to erect, install or maintain, or permit any person (other than Tenant) to erect, install or maintain, any Building Signage (as defined in the Lease, but which includes all signage outside of the interior of the Building, lobby signage and monument signs) that is not Tenant's Building Signage (as defined in the Lease).
4. Section 3.4(c) -(d) of the Lease sets forth certain restrictions on the use of portions of the Property outside of the Premises as a "*retail financial services operation*" (as such term is defined in the Lease) including, without limitation, the right to place automatic teller machines in the Building or otherwise on the Property.
5. Tenant has certain rights to maintain and install equipment on the roof of the Building and/or in other portion(s) of the

Property outside of the Leased Premises as set forth in Section 3.5 of the Lease.

6. Tenant has certain rights to manage the Property or aspects thereof as set forth in Section 3.6 of the Lease.
7. Section 4.8(a) of the Lease sets forth certain restrictions with respect to the Landlord's ability to further develop the Property.
8. Landlord has agreed that the no part of the Property shall be used for any of the Prohibited Uses, as such term is defined in Section 4.8(b) of the Lease.
9. Subject to, upon and in accordance with, Article IX of the Lease, Tenant has a right of first refusal with respect to Landlord's Estate (as such term is defined in the Lease).
10. Tenant has certain remedies upon the occurrence of a Landlord Event of Default (as such term is defined in the Lease), which remedies include the self-help rights provided in Section 13.1(b) of the Lease and the offset rights provided in Section 13.2 of the Lease.

Master Agreement:

Simultaneous with the execution of the Lease, Landlord and Tenant have entered into that certain Master Agreement Regarding Leases (the "Master Agreement"), which Master Agreement affects, among other properties, the Property. Certain provisions of the Master Agreement are incorporated into the Lease.

This Memorandum is solely for recording purposes and shall not, and shall not be construed to, alter, modify, expand, limit, amend or supplement the Lease or the rights and obligations thereunder in any respect. In all instances reference to the Lease should be made for a full description of the rights and obligations of the parties. The recordation of this Memorandum is in lieu of, and with like effect as, the recordation of the Lease. All initially capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.

[signatures follow]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Memorandum by their respective duly authorized representatives as of the 22nd day of September, 2004.

LANDLORD:

Witness:

Michele van de Rijn
Name: Michele van de Rijn

FIRST STATES INVESTORS 3300,
LLC, a Delaware limited liability
company

By: [Signature]
Name: Sonya A. Huffman
Title: Vice President

TENANT:

Witness:

Michele van de Rijn
Name: Michele van de Rijn

WACHOVIA BANK, NATIONAL
ASSOCIATION, a national banking
association

By: [Signature]
Name: Neil C. King
Title: Senior Vice President

[acknowledgements follow]

STATE OF NEW YORK :
: ss.
COUNTY OF NEW YORK :

I CERTIFY that on September 22, 2004, SONYA A. HUFFMAN, personally came before me and acknowledged under oath, to my satisfaction, that she is the Vice President of FIRST STATES INVESTORS 3300, LLC, a Delaware limited liability company, the Landlord named herein, and she signed this instrument in her capacity as such Vice President aforesaid, as the voluntary act and deed of the company, duly authorized by Resolution.

Jo Ann Elardo
Notary Public
My Commission Expires: May 31, 2007

(AFFIX NOTARY SEAL)

STATE OF NEW YORK :
: ss.
COUNTY OF NEW YORK :

JO ANN ELARDO
Notary Public, State of New York
No. 01EL4737738
Qualified in Richmond County
My Commission Expires May 31, 2007

I CERTIFY that on September 22, 2004, NEIL C. KING, personally came before me and acknowledged under oath, to my satisfaction, that he is the Senior Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, the Tenant named herein, and he signed this instrument in his capacity as such Vice President aforesaid, as the voluntary act and deed of the national association, duly authorized by Resolution.

Jo Ann Elardo
Notary Public
My Commission Expires: May 31, 2007

JO ANN ELARDO
Notary Public, State of New York
No. 01EL4737738
Qualified in Richmond County
My Commission Expires May 31, 2007

Exhibit A

Legal Description of the Property

C048228/0174219/1175569.1

BK5412PG569

Exhibit "A"
Legal Description

TRACT 1: All that certain lot, tract, or parcel of land and premises, situate, lying and being in the Township of North Brunswick in the County of Middlesex, and State of New Jersey, and more particularly described as follows:

Beginning at a point in the southerly line of U.S. Highway Route #1 (formerly New Jersey State Highway Route S - 26), where the same is intersected by the easterly line of tax map Lot 24.01, Block 143. Being also the westerly line of tax map Lot 25; Block 143, and thence;

- 1) Along the southwesterly line of Lot 25, Block 143, South 37 degrees 51 minutes 10 seconds East, 1511.87' to a point in the northwesterly line of U.S. Highway Route #130 and thence;
- 2) Along the northwesterly line of U.S. Highway Route #130 along a curve to the right having a radius of 2804.93', and interior angle of 12 degrees 59 minutes 27 seconds, and an arc length of 635.98 feet to a point of tangency and thence;
- 3) Still along the northwesterly line of U.S. Highway Route #130, South 37 degrees 43 minutes 30 seconds West, 34.75' to a point in the northeasterly line of tax map Lot 26, Block 143, (also known as Lot 1, Block 301 as shown on a "Map of Colonial Gardens, Section A, North Brunswick Twp., Middlesex County, N.J., scale 1" = 60', May 1926"), and thence;
- 4) Along the northeasterly line of tax map Lots 26 and 28 thru 34, Block 143, North 37 degrees 49 minutes 45 seconds West, 700.12' to a point, said point being the most northerly corner of Colonial Gardens, Section 1, and thence;
- 5) Along the northwesterly line of Colonial Gardens, Section A, South 44 degrees 03 minutes 15 seconds West, 597.13' to angle point therein and thence;
- 6) Still along the northwesterly line of Colonial Gardens, Section A and C, South 44 degrees 13 minutes 15 seconds West, 1496.88' to a point in the northeasterly line of tax map Lot 58, Block 143 and thence;
- 7) Along the northeasterly line of tax map Lots 58 thru 61, Block 143, North 39 degrees 05 minutes 15 seconds West, 620.73' to an angle point therein and thence;
- 8) Along the northwesterly line of tax map Lot 62, Block 143 South 56 degrees 33 minutes 30 seconds West, 8.78' to a point in the center line of a 15' wide easement to Jersey Central Power and Light Co., March 10, 1950, recorded in Deed Book 1486, Page 74, and thence;
- 9) Along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, North 39 degrees 00 minutes 00 seconds West, 17.41' to a point of curvature and thence;
- 10) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, along a curve to the right having a radius of 200', an interior angle of 38 degrees 51 minutes 59 seconds, and an arc length of 135.67' to a point of tangency and thence;
- 11) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lots 23.03, Block 143 and Lot 164, Block 143.04, North 00 degrees 08 minutes 00 seconds West, 1708.80' to a point of curvature and thence;

- 12) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 64, Block 143.04, along a curve to the left having a radius of 200', an interior angle of 36 degrees 52 minutes 04 seconds, an arc length of 128.69', and a chord bearing of North 18 degrees 34 minutes 02 seconds West, and a chord distance of 126.48', to a point on the curve where the same is intersected by a proposed lot line herein described in courses 13 thru 18.
- 13) South 62 degrees 54 minutes 14 seconds East, 87.58' thru the lands of tax map Lot 24.01, Block 143, to angle point and thence;
- 14) South 54 degrees 00 minutes 00 seconds East, 157.84' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 15) North 82 degrees 00 minutes 00 seconds East, 127.00' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 16) North 08 degrees 00 minutes 00 seconds West, 125.06' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 17) North 12 degrees 53 minutes 52 seconds East, 37.40' thru the lands of tax map Lot 24.01, Block 343, to an angle point and thence;
- 18) North 82 degrees 00 minutes 00 seconds East, 239.18' thru the lands of tax map Lot 24.01, Block 143, and ending proposed lot line at a point in the westerly line of tax map Lot 24.02, Block 143 and thence;
- 19) South 08 degrees 00 minutes 00 seconds East, 428.41' along the westerly line of tax map Lot 24.02, Block 143, to a point being the southwesterly corner of tax map Lot 24.02, Block 143 and thence;
- 20) North 82 degrees 00 minutes 00 seconds East, 640' along the southerly line of Lot 24.02 to a point being the southeasterly corner of tax map Lot 24.02, Block 143 and thence;
- 21) North 08 degrees 00 minutes 00 seconds West, 442.41' along the easterly line of tax map Lot 24.02, Block 143 to a point in the southerly line of U.S. Highway Route # 1. Said point also being the northeasterly corner of tax map Lot 24.02, Block 143 and thence;
- 22) North 82 degrees 00 minutes 00 seconds East, 624.47' along the southerly line of U.S. Highway Route #1, to the point and place of beginning.

Excepting thereout and therefrom the following described parcels of land:

PARCEL ER40A, 40B and R40C, as indicated on a map entitled: "New Jersey Department of Transportation, GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 1 (1953) SECTION 6, From Route 26 to Raritan River, Showing Existing Right of Way and Parcels To Be Acquired In The Township of North Brunswick And City of New Brunswick, County of Middlesex, Scale: As Indicated, June 1988";

PARCEL ER40A, consisting of the right at about Station 187+75 (Base Line Stationing) to form and maintain slopes for grading Route U.S. 1 (1953) as far as the line marked Slope "E.W." on the aforesaid map, including the right to topsoil and seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the State has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary.

PARCEL 40B, including all the land and premises located at about Station 190+00 (Base Line Stationing) bounded on the north by the existing right of way line of Route U.S. 1 (1953); on the northeast by lands now or formerly of

Merrill Lynch, Pierce, Fenner and Smith; on the south by the proposed right of way line of Route U.S. 1 (1953), as laid on the aforesaid map; and on the southwest by lands now or formerly of Society Hill Condominium No. 9; all as shown on the aforesaid map; containing 0.177 acres, more or less.

PARCEL R40C, including specifically all the land and premises located at about Station 202+50 (Base Line Stationing) bounded on the north by the existing right of way line of Route U.S. 1 (1953); on the northeast by lands now or formerly of Barrel Ltd; on the southeast, east, south, west and south by the proposed right of way line of Route U.S. 1 (1953), as laid down on the aforesaid map and on the west by lands now or formerly of Merrill Lynch, Pierce, Fenner and Smith; all as shown on the aforesaid map; containing 0.569 acre more or less;

TOGETHER WITH the right to form and maintain slope for grading ROUTE U.S. 1 (1953) as far as the line marked Slope "E.W." on the aforesaid map, including the right to top soil, seed, plant trees, vines, shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the state has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary;

AND ALSO the owner's right of direct access to and from Route U.S. 1 (1953): EXCEPT that the owner shall have the right of direct access as far as the line marked "ACCESS PERMITTED" as shown on the aforesaid map;

AND ALSO the right to construct and maintain an open ditch, subsurface drains, headwalls and appurtenances at the location shown on the aforesaid map;

AND ALSO the right to enter upon the remaining lands of the owner for the purpose of constructing curb and an inlet as shown on the aforesaid map;

AND ALSO all right, title and interest that the owner may have in Route U.S. 1 (1953), contiguous to the above described premises as shown on the aforesaid map.

After taking exceptions into consideration Being Tax Block 143 Lot 24.01.

PARCEL R77, as indicated on a map entitled: "New Jersey Department of Transportation, GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 1 (1953) SECTION 6, Route 26 To Raritan River, Showing Existing Right Of Way And Parcels To Be Acquired in The township Of North Brunswick And City Of New Brunswick, County of Middlesex, September 1996," and as shown more particularly on a map entitled: NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE U.S.1 (1953) SECTION 6, ROUTE 26 TO RARITAN RIVER, PARCEL 77, TOWNSHIP OF NORTH BRUNSWICK, COUNTY OF MIDDLESEX, JULY 1998."

PARCEL R77, including specifically all the land and premises located at about Station 1+600 (Base Line Route U.S. 130 (1953) Stationing) (1996 R.O.W. and 1998 Constr.), bounded on the east by the existing right - of - way line of Route U.S. 130 (1953); on the south by lands now or formerly of the Township of North Brunswick; on the west by the proposed right-of- way line of Route U.S. 130 (1953), as laid down on the aforesaid map; and on the north by lands now or formerly Barrell Ltd.; all as shown on the aforesaid map; containing 0.0887 hectare more or less; (0.219 acre more or less);

TRACT 2: All that certain land and premises, situate, lying and being the the Township of North Brunswick, the County of Middlesex and State of New Jersey and particularly described as follows:

Beginning at a point marked by a concrete monument in the southerly line of U.S. Highway Route #1, (formerly New Jersey State Highway Route S-26), where the same is intersected by the easterly line of tax map Lot 64, Block 143.04 being also the westerly line of Lot 24.01, Block 143 and thence;

- 1) North 82 degrees 00 minutes 00 seconds East, 573.24' along the southerly line of U.S. Highway Route # 1 to a point where the same is intersected by the westerly line of tax map Lot 24.02, Block 143. Said point also being the northwesterly corner of Lot 24.02 and thence;
- 2) South 08 degrees 00 minutes 00 seconds East, 14.00' along the westerly line of tax map Lot 24.02, Block 143 to a point where the same is intersected by a proposed lot line here in described in courses 3 thru 8.
- 3) South 82 degrees 00 minutes 00 seconds West, 239.18' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 4) South 12 degrees 53 minutes 52 seconds West, 37.40' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 5) South 08 degrees 00 minutes 00 seconds East, 125.06' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 6) South 82 degrees 00 minutes 00 seconds West, 127.00' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 7) North 54 degrees 00 minutes 00 seconds West, 157.84' thru the lands of tax map Lot 24.01, Block 143 to an angle point and thence;
- 8) North 62 degrees 54 minutes 14 seconds West, 87.58' thru the lands of tax map Lot 24.01, Block 143 and intersecting the westerly line of tax map Lot 24.01, Block 143 at a point on a curve previously described in (Course # 12 - Legal Description Block 143, Lot 24.03, Township of North Brunswick, Middlesex County New Jersey) and said point being the end of proposed lot line and thence;
- 9) Along the westerly line of Lot 24.01 along a curve to the left having a radius of 200', an interior angle of 04 degrees 41 minutes 52 seconds, an arc length of 16.40', and a chord bearing of North 39 degrees 21 minutes 00 seconds West, and a chord distance of 16.39', to a point and place of beginning.

Being tax Block 143 Lot 24.03.

Exhibit "A"
Legal Description

ALL that certain lot, parcel or tract of land, situate and lying in the Township of North Brunswick, County of Middlesex and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Southerly line of U.S. Highway Route No. 1, said point being 624.47 feet Westerly from a monument in the Southerly line of said highway, said monument being the dividing line between Tax Map Lot 24 Block 143 on the West and Lot 25 Block 143 on the East; thence running

- (1) South 8 degrees 00 seconds East 442.41 feet to a point; thence
- (2) South 82 degrees 00 minutes West 640 feet to a point; thence
- (3) North 8 degrees 00 minutes West, 442.41 feet to the southerly line of U.S. Highway Route 1; thence
- (4) along the Southerly line of said Route No. 1, North 82 degrees 00 minutes East 640 feet to the point and place of Beginning.

EXCEPTING THEREOUT AND THEREFROM, the following described parcel of land:

PARCEL R41, as indicated on a map entitled: "New Jersey Department Of Transportation, GENERAL PROPERTY MAP, ROUTE U.S. 1 (1953), SECTION 6, From Route 26 To Raritan River, Showing Existing Right-of-Way And Parcels To Be Acquired In The Township of North Brunswick And City of New Brunswick, County of Middlesex, Scale: As Indicated, June 1988";

PARCEL R41, including specifically all the land and premises located at about Station 196+80 (Base Line Stationing) bounded on the North by the existing Right-of-Way line of Route U.S. 1 (1953); on the East by lands now or formerly of First Fidelity Bank, N.A.; on the South by the proposed Right-of-Way line of Route U.S. 1 (1953); as laid down on the aforesaid map; and on the West by lands now or formerly of First Fidelity Bank, N.A.; all as shown on the aforesaid map;

TOGETHER WITH the right to form and maintain slopes for grading Route U.S. 1 (1953) as far as the line marked Slope "E"W." on the aforesaid map, including the right to top soil, seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the State has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary;

AND ALSO, the right to construct and maintain an open ditch, subsurface drains, headwalls, and appurtenances at the location shown on the aforesaid map;

AND ALSO, the owner's right of direct access to and from Route U.S. 1 (1953); EXCEPT that the owner shall have the right to direct access as far as the line marked "ACCESS PERMITTED" as shown on the aforesaid map.

AFTER TAKING EXCEPTION INTO CONSIDERATION,

BEING Tax Block 143 Lot 24.02.

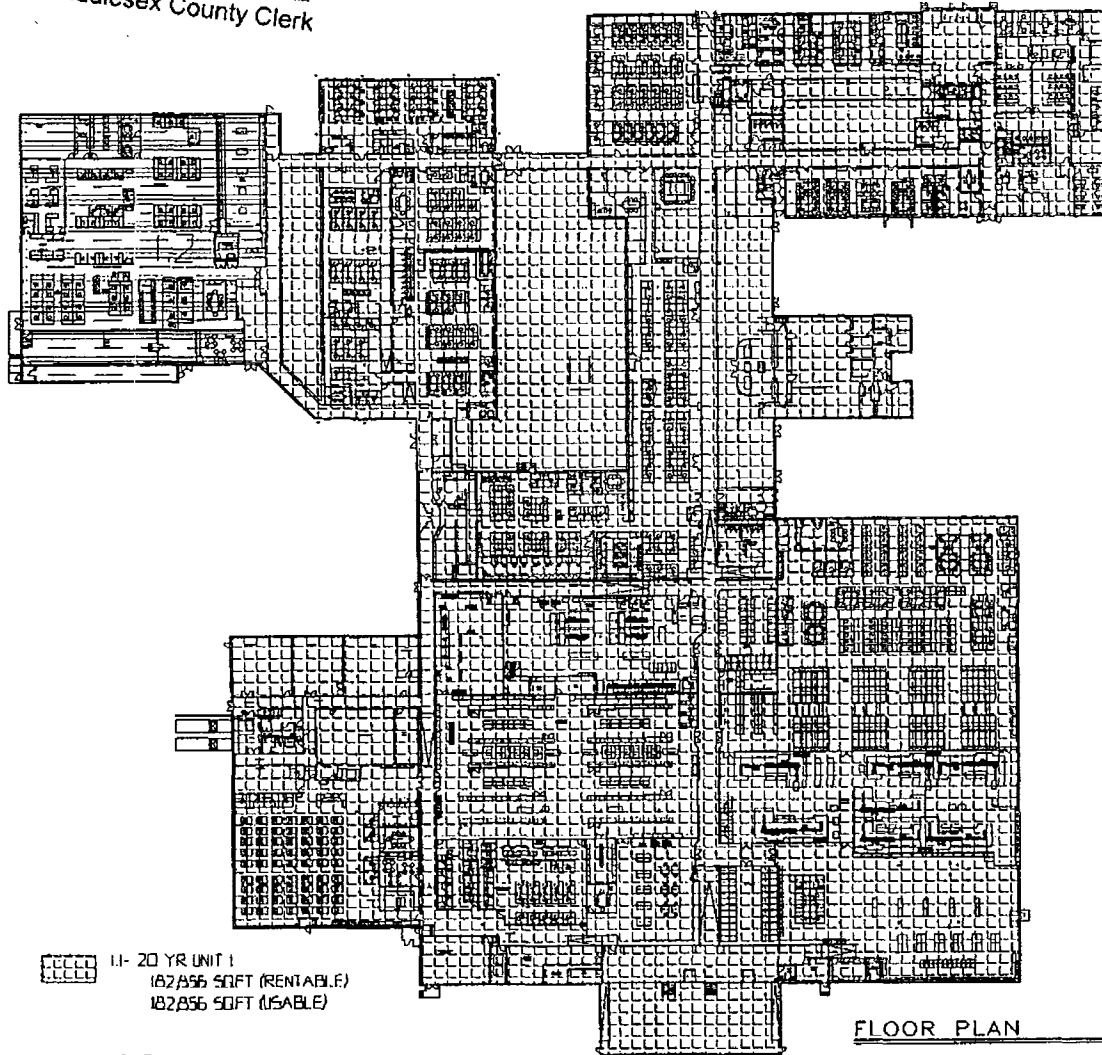
Exhibit B

Floor Plans of the Leased Premises

C048228/0174219/1175569.1

BK5412PG575

ILLEGIBLE ORIGINAL
Middlesex County Clerk



11- 20 YR UNIT I
182,856 SQFT (RENTABLE)
182,856 SQFT (USABLE)

12- 2 YR RELEASE UNIT I
18,092 SQFT (RENTABLE)
18,092 SQFT (USABLE)

FLOOR PLAN

THE LONGO PARTNERSHIP ARCHITECTS

304 SOUTH STREET
NEW BRUNSWICK, N.J. 07972
TELEPHONE (908) 484-8300

WACHOVIA PIPE DREAM
 DRAWN BY: JSL
 CHECKED BY: VFW
 PROJECT NO.: 0440 G
 CERTIFICATE NUMBER: AI-11675

HATCH LEGEND

- [] COMMON SPACE
- [] VERTICAL PENETRATION
- [] 20 YEAR SPACE
- [] 2 YR RELEASE
- [] TENANT
- [] VACANT
- [] BUILDING SUPPORT OPERATION

BOMA AREA CALCULATIONS

FLOOR GROSS	205,825 SF
FLOOR CORE	43,757 SF
FLOOR USABLE	200,940 SF
FLOOR RENTABLE	200,940 SF
COMMON SPACE	0 SF
20 YEAR USABLE	182,856 SF
20 YEAR RENTABLE	182,856 SF
2 YEAR RELEASE USABLE	18,092 SF
2 YEAR RELEASE RENTABLE	18,092 SF
TENANT USABLE	0 SF
TENANT RENTABLE	0 SF
VACANT SPACE USABLE	0 SF
VACANT SPACE RENTABLE	0 SF

FLOOR AREA MEASUREMENTS

NBCC OPERATIONS CENTER
100 FIDELITY PLAZA
NORTH BRUNSWICK, NJ
08901

SCALE: 1/8" = 1'-0"
DATE: 08/30/04

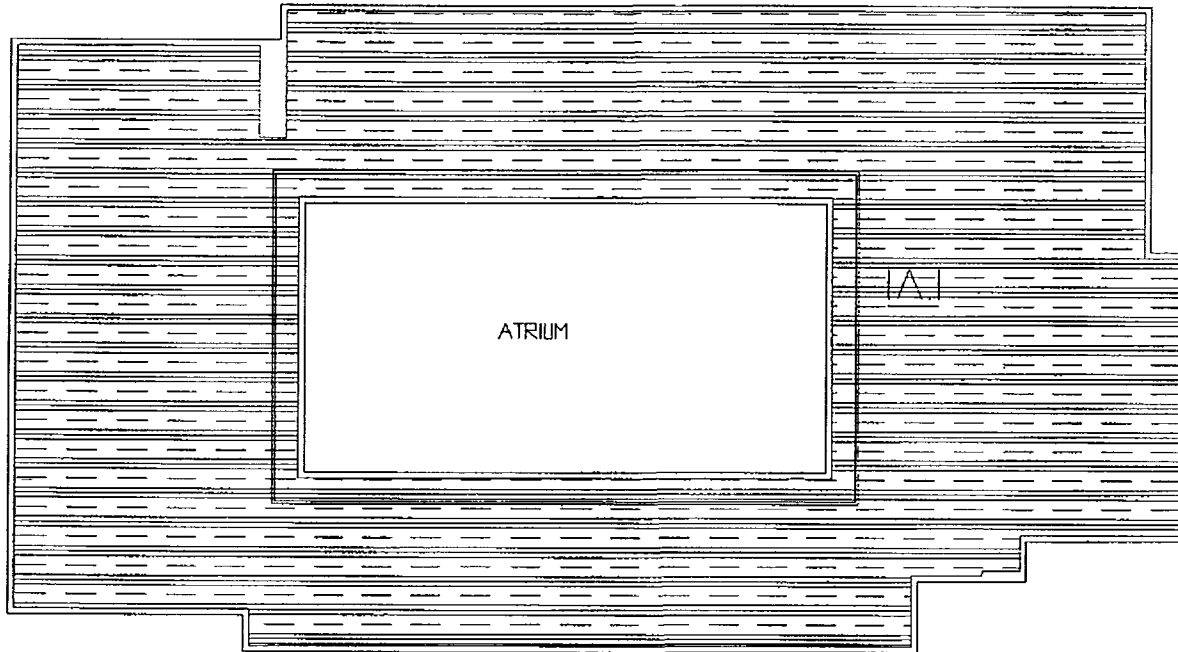
0.17.04

FLOOR #

BK5412PG576

54 12 - 576

ILLEGIBLE ORIGINAL
Middlesex County Clerk



FLOOR PLAN

IAI- 2 YR RELEASE UNIT I
14,990 SQFT (RENTABLE)
14,990 SQFT (USABLE)

THE
LONGO
PARTNERSHIP
ARCHITECTS

DOMINIC A. LONGO AIA AIA-0933F
WILLIAM R. NYAN AIA AIA-0984S
VINCENT F. WELSH AIA AIA-11875
308 SOUTH STREET
NEW BRUNSWICK, N.J. 07974
TELEPHONE (908) 464-0300



WACHOVIA
PIPE DREAM

DRAWN BY
JSL
CHECKED BY
VFW
PROJECT NO.
0448 G

ARCHITECT
Vincent F. Welch

CERTIFICATE NUMBER
AI-11875

HATCH LEGEND

- COMMON SPACE
- VERTICAL PENETRATION
- 20 YEAR SPACE
- 2 YR RELEASE
- TENANT
- VACANT
- BUILDING SUPPORT OPERATION

BOMA AREA CALCULATIONS

FLOOR GROSS	15,705 SF
FLOOR CORE	580 SF
FLOOR USABLE	14,990 SF
FLOOR RENTABLE	14,990 SF
COMMON SPACE	0 SF
20 YEAR USABLE	0 SF
20 YEAR RENTABLE	0 SF
2 YEAR RELEASE USABLE	14,990 SF
2 YEAR RELEASE RENTABLE	14,990 SF
TENANT USABLE	0 SF
TENANT RENTABLE	0 SF
VACANT SPACE USABLE	0 SF
VACANT SPACE RENTABLE	0 SF

FLOOR AREA MEASUREMENTS

NBOC OPERATIONS CENTER

100 FIDELITY PLAZA

NORTH BRUNSWICK, NJ

280831

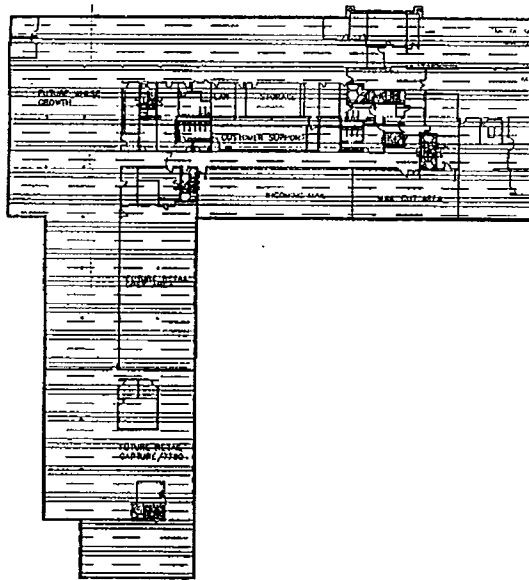
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DATE: 06/30/04

IA
FLOOR #


BK5412PG577

5412-577

ILLEGIBLE ORIGINAL
Middlesex County Clerk



SECOND FLOOR PLAN

 21- 2 YR RELEASE UNIT I
 44,993 SQFT (RENTABLE)
 41,993 SQFT (USABLE)








**THE
LONGO
PARTNERSHIP
ARCHITECTS**

300 SOUTH STREET
 NEW BRUNSWICK, N.J. 07102
 TELEPHONE (908) 834-0100

	DRAWN BY JSL
	CHECKED BY VFW
PROJECT NO. 0448 0	

ARCHITECT: *Vincent F. Walsh*
 CERTIFICATE NUMBER: A1-11675

HATCH LEGEND

-  COMMON SPACE
-  VERTICAL PENETRATION
-  20 YEAR SPACE
-  2 YR RELEASE
-  TENANT
-  VACANT
-  BUILDING SUPPORT OPERATION

BOMA AREA CALCULATIONS

FLOOR GROSS	41,993 SF
FLOOR CORE	2,976 SF
FLOOR USABLE	44,993 SF
FLOOR RENTABLE	44,993 SF
COMMON SPACE	0 SF
20 YEAR USABLE	0 SF
20 YEAR RENTABLE	0 SF
2 YEAR RELEASE USABLE	44,993 SF
2 YEAR RELEASE	44,993 SF
RENTABLE	
TENANT USABLE	0 SF
TENANT RENTABLE	0 SF
VACANT SPACE USABLE	0 SF
VACANT SPACE RENTABLE	0 SF

FLOOR AREA MEASUREMENTS

NBOC OPERATIONS CENTER
 100 FIDELITY PLAZA
 NORTH BRUNSWICK, NJ
 280837

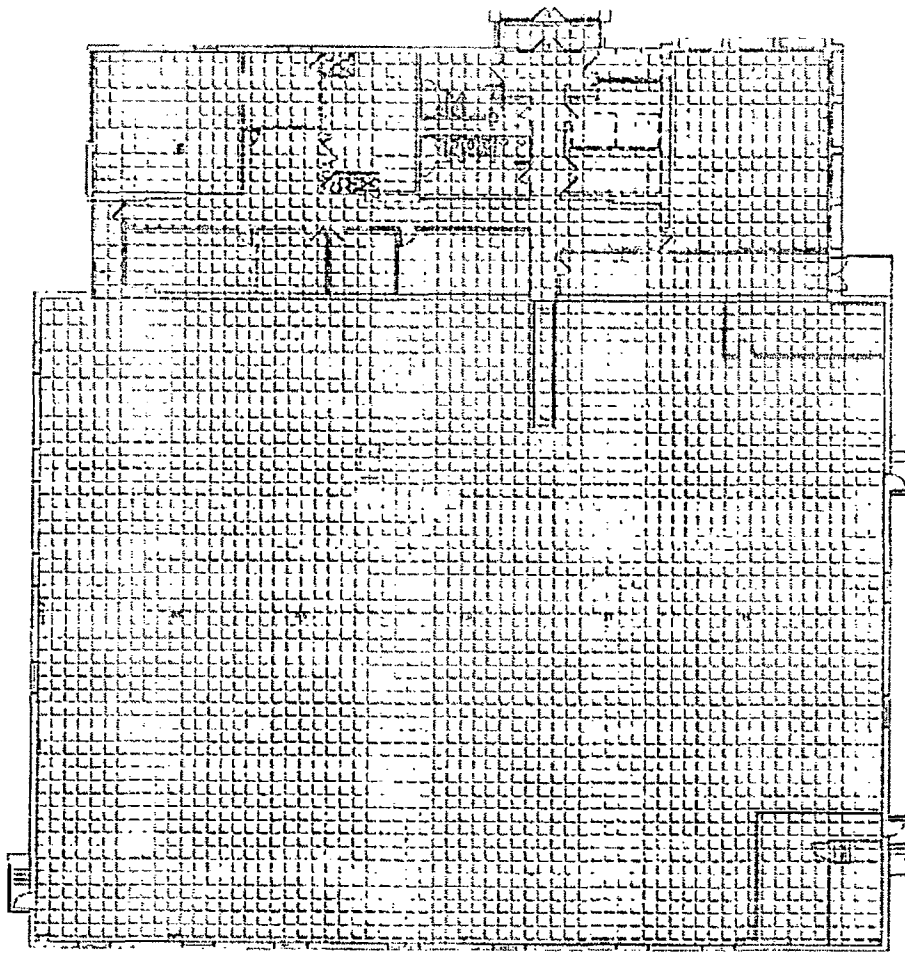
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 DATE: 08/30/04

2
 FLOOR #

BK5412PG578

5412-578

ILLEGIBLE ORIGINAL
Middlesex County Clerk



FIRST FLOOR PLAN

20 YEAR UNIT
 20 YEAR STAFF RENTABLE
 20 YEAR STAFF USEABLE

THE LONGO PARTNERSHIP ARCHITECTS
 1000 WASHINGTON ST. SUITE 1000
 WASHINGTON, DC 20004
 (202) 462-1000

WACHOVIA
 101 E. DRYAN
 WASHINGTON, DC 20002
 (202) 462-1000

PROJECT NO. A-11075

HATCH LEGEND

- RECESSION SWALL
- ROOF VERTICAL PENETRATION
- RECESSION YEAR STAIR
- RECESSION RELEASE
- RECEPTION
- VACANT
- LOADING SUPPORT OPERATION

PERFA AREA CALCULATIONS

FLOOR GROSS	211,000
FLOOR CORE	10,000
FLOOR USABLE	201,000
FLOOR RENTABLE	201,000
COMMON SPACE	10,000
20 YEAR USABLE	201,000
20 YEAR RENTABLE	201,000
2 YEAR RELEASE USABLE	10,000
2 YEAR RELEASE	10,000
RENTABLE	10,000
TENANT USABLE	10,000
TENANT RENTABLE	10,000
VACANT STAFF USABLE	10,000
VACANT STAFF	10,000
RENTABLE	10,000

PERFA AREA MEASUREMENTS

NORTH BRUNSWICK ANNEX
 300 RUELLE PLAZA
 NORTH BRUNSWICK, NJ
 08911-41

SCALE: AS SHOWN
 DATE: 05/21/04

FLOOR #

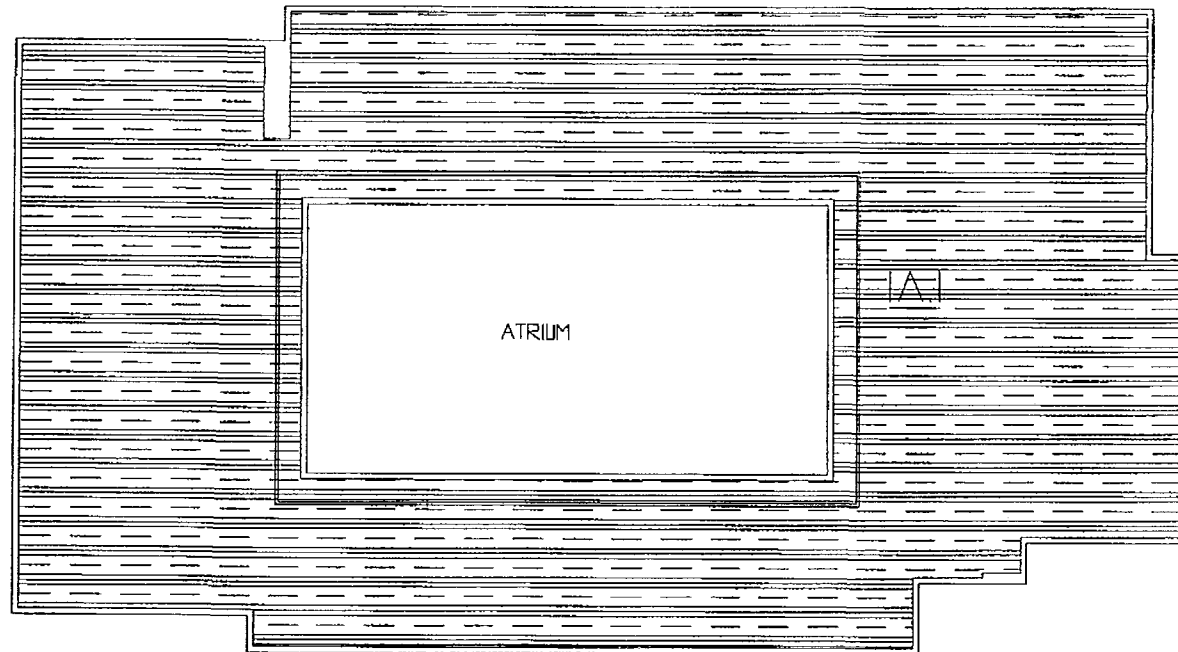
5412-579

B.K.5412PG579

Exhibit B-1

Floor Plans of the Release Premises

ILLEGIBLE ORIGINAL
Middlesex County Clerk



FLOOR PLAN

BK5412P6582

IA-1- 2 YR RELEASE UNIT I
14,990 SQFT (RENTABLE)
14,990 SQFT (USABLE)

THE
LONGO
PARTNERSHIP
ARCHITECTS

DOUGLAS L. LONGO A.A. A-10412
WILLIAM B. RYAN JR. A.A. A-10843
VINCENT F. HOLLO A.A. A-11476
308 SOUTH STREET
NEW BRUNSWICK, N.J. 07972
TELEPHONE (908) 884-9300



DRAWN BY
JSL
CHECKED BY
VFW
PROJECT NO.
044B G

ARCHITECT
Vincent F. Hollo

CERTIFICATE NUMBER
AI-11075

HATCH LEGEND

- COMMON SPACE
- VERTICAL PENETRATION
- 20 YEAR SPACE
- 2 YR RELEASE
- TENANT
- VACANT
- BUILDING SUPPORT OPERATION

BOMA AREA CALCULATIONS

FLOOR GROSS	15570SF
FLOOR CORE	500SF
FLOOR USABLE	14770SF
FLOOR RENTABLE	14770SF
COMMON SPACE	0SF
20 YEAR USABLE	0SF
20 YEAR RENTABLE	0SF
2 YEAR RELEASE USABLE	14770SF
2 YEAR RELEASE RENTABLE	14770SF
RENTABLE	
TENANT USABLE	0SF
TENANT RENTABLE	0SF
VACANT SPACE USABLE	0SF
VACANT SPACE RENTABLE	0SF

FLOOR AREA MEASUREMENTS

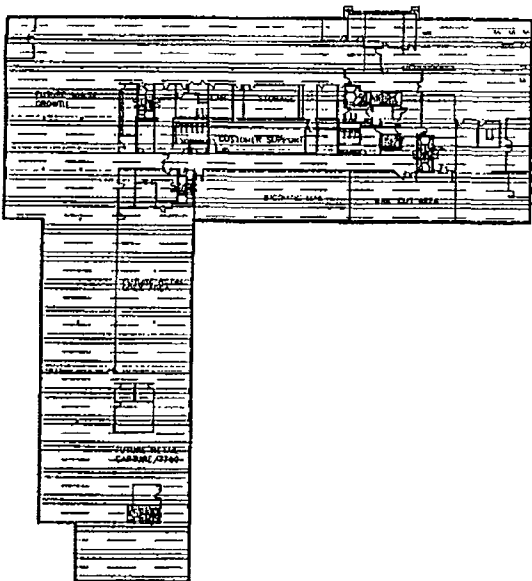
NBDC OPERATIONS CENTER
100 FIDELITY PLAZA
NORTH BRUNSWICK, NJ
280037

SCALE: AS SHOWN
DATE: 06/30/04

IA
FLOOR #


5412-582

ILLEGIBLE ORIGINAL
Middlesex County Clerk



SECOND FLOOR PLAN

PK5412P6583

 2.1- 2 YR RELEASE UNIT I
 44,993 SQFT (RENTABLE)
 41,993 SQFT (USABLE)

**THE
LONGO
PARTNERSHIP
ARCHITECTS**

308 SOUTH STREET
 NEW PROVIDENCE, N.J. 07974
 TELEPHONE (609) 424-9360










WACHOVIA
PIPE DREAM

DRAWN BY
 JSL
 CHECKED BY
 VFW
 PROJECT NO.
 0448 G

PROJECT
Vincent Filipp
 CERTIFICATE NUMBER
 AI-11875

HATCH LEGEND

-  COMMON SPACE
-  VERTICAL PENETRATION
-  20 YEAR SPACE
-  2 YR RELEASE
-  TENANT
-  VACANT
-  BUILDING SUPPORT OPERATION

BOMA AREA CALCULATIONS

FLOOR GROSS	41800SF
FLOOR CORE	2370SF
FLOOR USABLE	44993SF
FLOOR RENTABLE	44993SF
COMMON SPACE	0SF
20 YEAR USABLE	0SF
20 YEAR RENTABLE	0SF
2 YEAR RELEASE USABLE	44993SF
2 YEAR RELEASE	44993SF
RENTABLE	
TENANT USABLE	0SF
TENANT RENTABLE	0SF
VACANT SPACE USABLE	0SF
VACANT SPACE	0SF
RENTABLE	

FLOOR AREA MEASUREMENTS

NBOC OPERATIONS CENTER

100 FIDELITY PLAZA

NORTH BRUNSWICK, NJ

2810837

SCALE 80%
 DATE 08/31/04

2
FLOOR #

5412-583



MIDDLESEX COUNTY CLERK

Return To:

SETTLERS TITLE
PAVILIONS AT GREENTREE , STE 301
MARLTON , NJ
08053

FIRST STATES INVESTORS 3300, L
LC

Index DEED BOOK

Book 05412 Page 0563

No. Pages 0021

Instrument DEED W/O ABSTRA

Date : 11/19/2004

Time : 8:50:07

Control # 200411190255

INST# DE 2004 025788

Employee ID PATELD

RECORDING	\$	120.00
DARM	\$	60.00
NJPRPA	\$	40.00
. . . . .	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	220.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



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PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.

BK5412PG563;

DEED (1 st Page)

THIS INDENTURE, Made the 27th day of September in the Year One Thousand Nine Hundred and Ninety-one

BETWEEN First Fidelity Bank, N.A. New Jersey, a national Banking Association of U.S.A., successor by name change and merger to Fidelity Union Trust Company, a New Jersey Banking Corporation

ADDRESS: 550 Broad Street, Newark, NJ 07102

of the first part, AND THE STATE OF NEW JERSEY, Department of Transportation, 1035 Parkway Avenue, Township of Ewing, County of Mercer, State of New Jersey of the second part.

WITNESSTH that the said party of the first part, in consideration of the sum of -----One Hundred Seventy Four Thousand Two Hundred (\$174,200.00)--- dollars, lawful money of the United States of America, to it in hand paid at or before the ensembling and delivery of these presents by the said party of the second part, the receipt whereof is hereby acknowledged, and other valuable consideration, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part and unto its successors and assigns forever,

All that certain lot, tract, or parcel of land and premises, situate, lying and being in the Township of North Brunswick in the County of Middlesex, and State of New Jersey, and more particularly described as follows:

PARCEL ER40A, 40B and R40C, as indicated on a map entitled: "New Jersey Department of Transportation, GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 1(1953) SECTION 6, From Route 26 To Raritan River, Showing Existing Right of Way And Parcels To Be Acquired In The Township of North Brunswick And City of New Brunswick, County of Middlesex, Scale: As Indicated, June 1988";

PARCEL ER40A, consisting of the right at about Station 187+75(Base Line Stationing) to form and maintain slopes for grading Route U.S. 1 (1953) as far as the line marked Slope "E.W." on the aforesaid map, including the right to topsoil and seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the State has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary.

PARCEL 40B, including all the land and premises located at about Station 190+00 (Base Line Stationing) bounded on the by the existing right of way line of Route U.S. 1(1953); on the northeast by lands now or formerly of Merrill Lynch Pierce, Fenner and Smith; on the south by the proposed right of way line of Route U.S. 1(1953), as laid

Prepared for the State by Gary A. Munro

174 241

BOOK 3943 PAGE 010

on the aforesaid map; and on the southwest by lands now or formerly of Society Hill Condominium No. 9; all as shown on the aforesaid map; containing 0.177 acre more or less;

PARCEL R40C, including specifically all the land and premises located at about Station 202+50 (Base Line Stationing) bounded on the north by the existing right of way line of Route U.S. 1 (1953); on the northeast by lands now or formerly of Barrel Ltd; on the southeast, east, south, west and south by the proposed right of way line of Route U.S. 1(1953), as laid down on the aforesaid map and on the west by lands now or formerly of Merrill Lynch, Pierce, Fenner and Smith; all as shown on the aforesaid map; containing 0.569 acre more or less;

TOGETHER WITH the right to form and maintain slope for grading ROUTE U.S. 1(1953) as far as the line marked Slope "E.W." on the aforesaid map, including the right to top soil, seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the highway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the state has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary;

AND ALSO the owner's right of direct access to and from Route U.S. 1(1953): EXCEPT that the owner shall have the right of direct access as far as the line marked "ACCESS PERMITTED" as shown on the aforesaid map;

AND ALSO the right to construct and maintain an open ditch, subsurface drains, headwalls and appurtenances at the location shown on the aforesaid map;

AND ALSO the right to enter upon the remaining lands of the owner for the purpose of constructing curb and in inlet as shown on the aforesaid map;

AND ALSO all right, title and interest that the owner may have in Route U.S. 1(1953), contiguous to the above described premises as shown on the aforesaid map.

Being also known as part of Lot 2401 in Block 143 on the tax map of the Township of North Brunswick.

(WARRANTY DEED)
(2nd Sheet)

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and every part and parcel thereof.

AND ALSO all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of, in and to the above described premises and every part and parcel thereof with the appurtenances.

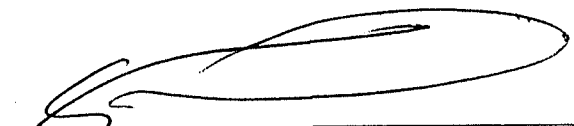
TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

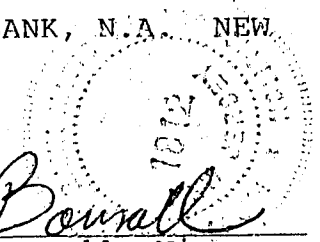

And the said party of the first part, for itself & its heirs, executors and administrators successors and assigns do es hereby covenant that the title to said premises is vested in fee simple absolute in the said party of the first part; that it has the right and authority to convey the said premises to the said party of the second part; that the party of the second part shall have peaceable and quiet possession of the said premises free from all encumbrances; that the same are now free and clear of all encumbrances whatsoever; that the party of the first part will execute such further assurances and conveyances of the said land as may be reasonably required; and that the party of the first part will warrant and defend the premises hereby conveyed against all persons lawfully claiming the same.

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

ATTEST:

FIRST FIDELITY BANK, N.A. NEW JERSEY


Charles L. Terribile, Asst. Secretary



Stephen R. Bonsall, Vice President

STATE OF NEW JERSEY

County of ESSEX

ss.

BE IT REMEMBERED that on this 27th

day of September, A.D. Nineteen Hundred and Ninety-one

before me, the subscriber,

personally appeared Charles L. Terribile

who being by me duly sworn, does depose and make proof to my satisfaction that he is the Asst. Secretary of First Fidelity Bank, N.A., New Jersey

a corporation of the State of New Jersey, the grantor in the within indenture named;

that he well knows the corporate seal of the said corporation and that the seal affixed to

the within indenture is the proper corporate seal of such corporation, and that the same was so affixed and

the said indenture signed and delivered by Stephen R. Bonsall who was at the date

and execution thereof the Vice President of the said corporation, as the voluntary

act and deed of the said corporation, in the presence of deponent, whereupon deponent subscribed the same

as witness to the execution thereof. By virtue of authority from its Board of Directors The full and actual consideration paid or to be paid for 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 \$ 174,200.00

Subscribed and sworn before me
the day and year above written.

Rikki Lamatino Field

RIKKI LAMATINO FIELD
Attorney-at-Law of the
State of New Jersey

Charles L. Terribile

Charles L. Terribile, Asst.
Secretary

Route U.S. 1
Section 6
Parcel ER40A, 40B & R40C

WARRANTY DEED

First Fidelity Bank, NA, New Jersey

To

The State of New Jersey

Dated SEPTEMBER 27, 1991

State Highway Route No. ... U.S. 1
Middlesex

RETURN TO → RHR

NEW JERSEY
DEPARTMENT OF TRANSPORTATION
1035 PARKWAY AVENUE
TRENTON, NEW JERSEY
C/O TITLE BUREAU

COMPARED WITH ORIGINAL
CONTRACT AND FOUND
CORRECT... *GAM*

BOOK 3943 PAGE 010

AFOREMENTIONED INSTRUMENT HAS
BEEN REVIEWED AND APPROVED AS TO
FORM AND CONTENT

ROBERT J. DELTUFO

ATTORNEY GENERAL OF NEW JERSEY

DEPUTY ATTORNEY GENERAL

RECEIVED/RECORDED	
MIDDLESEX COUNTY	10/24/91 104607
CONSIDERATION	\$174,200.00 TAX \$.00
DEED REC. FEE	\$26.00
INSTRUMENT DEED	12079
NAME	<i>RB</i>

BOOK 3943 PAGE 014

This Deed, made the 30th day of July 19 87 ,

Between FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY (formerly known as Fidelity Union Trust Company, a New Jersey banking corporation), a national banking association duly organized and validly existing under the laws of the United States of America
~~a corporation existing under and by virtue of the laws of the State of~~
having its ^{executive} principal office at 550 Broad Street
in the City of Newark in the County of Essex and State of New Jersey herein designated as the Grantor,
And

FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY (formerly known as Fidelity Union Trust Company, a New Jersey banking corporation), a national banking association duly organized and validly existing under the laws of the United States of America

residing or located at 550 Broad Street
in the City of Newark in the County of Essex and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of ONE AND 00/100 (\$1.00) DOLLAR

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the Grantees forever,

All tract or parcel of land and premises, situate, lying and being in the Township of North Brunswick in the County of Middlesex and State of New Jersey, more particularly described herein.

(NJS 46:15-2.1) Municipality of: North Brunswick Account No. Block No. 143 Lot No. 24.01
 No property tax identification number is available on date of this deed. (Check box if applicable.)

See attached copy of metes and bounds description prepared by Menlo Engineering Associates for Block 143, Lot No. 24.01, North Brunswick, Middlesex County, New Jersey.

BEING formerly part of Lot 24.01, Block 143 on the Tax Map of North Brunswick Township.

THE SUBDIVISION CREATING THIS LOT WAS APPROVED ON MAY 13, 1986, AND THE RESOLUTION MEMORIALIZING SAME WAS ADOPTED BY THE PLANNING BOARD OF NORTH BRUNSWICK TOWNSHIP ON JUNE 10, 1986 WHICH RESOLUTION HAS BEEN EXTENDED BY THE PLANNING BOARD OF NO. BRUNSWICK FROM TIME TO TIME THROUGH JULY 31, 1987.

Tom Watson
Secretary

[Signature]
Chairman

COUNTY OF MIDDLESEX
CONSIDERATION _____
REALTY TRANSFER FEE Exempt
DATE 7-30-87 BY DH

Prepared by: [Signature]
ROBERT C. GAROFALO

Tax Map Reference

Bl. 143 Lot 24-1

**MENLO
ENGINEERING
ASSOCIATES**

Legal Description
Block 143 Lot 24.01 (Proposed)
Township of North Brunswick
Middlesex County, New Jersey

**Civil Engineers
Land Surveyors
Land Planners**

Licensed in
New Jersey
New York
Pennsylvania
Connecticut
Maine
New Hampshire
Georgia

Beginning at a point in the southerly line of U.S. Highway Route #1 (formerly New Jersey State Highway Route S-26), where the same is intersected by the easterly line of tax map Lot 24.01, Block 143. Being also the westerly line of tax map Lot 25, Block 143, and thence;

- 1) Along the southwesterly line of Lot 25, Block 143, S 37° 51' 10" E, 1511.87' to a point in the northwesterly line of U.S. Highway Route #130 and thence;
- 2) Along the northwesterly line of U.S. Highway Route #130 along a curve to the right having a radius of 2804.93', an interior angle of 12° 59' 27", and an arc length of 635.98' to a point of tangency, and thence;
- 3) Still along the northwesterly line of U.S. Highway Route #130, S 37° 43' 30" W, 34.75' to a point in the northeasterly line of tax map Lot 26, Block 143, (also known as Lot 1, Block 301 as shown on a "Map of Colonial Gardens, Section A, North Brunswick Twp., Middlesex County, N.J., scale 1" = 60', May 1926"), and thence;
- 4) Along the northeasterly line of tax map Lots 26 & 28 thru 34, Block 143, N 37° 49' 45" W, 700.12' to a point, said point being the most northerly corner of Colonial Gardens, Section A, and thence;
- 5) Along the northwesterly line of Colonial Gardens, Section A, S 44° 03' 15" W, 597.13' to angle point therein and thence;
- 6) Still along the northwesterly line of Colonial Gardens, Section A and C, S 44° 13' 15" W, 1496.88' to a point in the northeasterly line of tax map Lot 58, Block 143 and thence;
- 7) Along the northeasterly line of tax map Lots 58 thru 61, Block 143, N 39° 05' 15" W, 620.73' to an angle point therein and thence;
- 8) Along the northwesterly line of tax map Lot 62, Block 143, S 56° 33' 30" W, 8.78' to a point in the center line of a 15' wide easement to Jersey Central Power & Light Co., March 10, 1950, recorded in Deed Book 1486, Page 74., and thence;
- 9) Along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, N 39° 00' 00" W, 17.41' to a point of curvature and thence;

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- 10) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, along a curve to the right having a radius of 200', an interior angle of $38^{\circ} 51' 59''$, and an arc length of 135.67' to a point of tangency and thence;
- 11) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lots 23.03, Block 143 and Lot 64, Block 143.04, N $00^{\circ} 08' 00''$ W, 1708.80' to a point of curvature and thence;
- 12) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 64, Block 143.04, along a curve to the left having a radius of 200', an interior angle of $36^{\circ} 52' 04''$, an arc length of 128.69', and a chord bearing of N $18^{\circ} 34' 02''$ W, and a chord distance of 126.48', to a point on the curve where the same is intersected by a proposed lot line herein described in courses 13 thru 18.
- 13) S $62^{\circ} 54' 14''$ E, 87.58' thru the lands of tax map Lot 24.01, Block 143, to angle point and thence;
- 14) S $54^{\circ} 00' 00''$ E, 157.84' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 15) N $82^{\circ} 00' 00''$ E, 127.00' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 16) N $08^{\circ} 00' 00''$ W, 125.06' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 17) N $12^{\circ} 53' 52''$ E, 37.40' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;
- 18) N $82^{\circ} 00' 00''$ E, 239.18' thru the lands of tax map Lot 24.01, Block 143, and ending proposed lot line at a point in the westerly line of tax map Lot 24.02, Block 143 and thence;
- 19) S $08^{\circ} 00' 00''$ E, 428.41' along the westerly line of tax map Lot 24.02, Block 143, to a point being the southwesterly corner of tax map Lot 24.02, Block 143 and thence;
- 20) N $82^{\circ} 00' 00''$ E, 640' along the southerly line of Lot 24.02, to a point being the southeasterly corner of tax map Lot 24.02, Block 143 and thence;
- 21) N $08^{\circ} 00' 00''$ W, 442.41' along the easterly line of tax map Lot 24.02, Block 143 to a point in the southerly line of U.S. Highway Route #1. Said point also being the northeasterly corner of tax map Lot 24.02, Block 143 and thence;

Book 3632 PAGE 643A

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-3-

22) N 82° 00' 00" E, 624.47' along the southerly line of U.S. Highway Route #1, to the point and place of beginning.

The above described parcel of land contains 92.830 acres, more or less.

This description has been prepared in accordance with a map entitled "Plan Of Subdivision, Lot 24.01, Block, 143" prepared by Menlo Engineering. Dated April 4, 1986.

Aug. 12, 1986
GB/rms
MEA #8333

BOOK 3632 PAGE 643 B

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

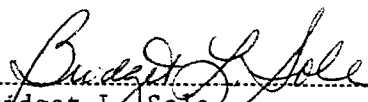
In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

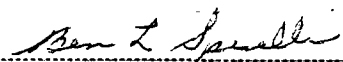
Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

ATTEST:

FIRST FIDELITY BANK, NATIONAL
ASSOCIATION, NEW JERSEY


Bridget L. Sole ~~Secretary~~
Assistant Cashier

By: 
Ben L. Spinelli EXEC Vice President

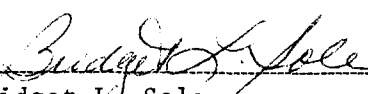
State of New Jersey, County of ESSEX } ss.: Be it Remembered,
that on July 29 1987, before me, the subscriber,


personally appeared Bridget L. Sole

who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Assistant Cashier ~~Secretary~~ of First Fidelity Bank, National Association, New Jersey the Corporation named in the within Instrument; that Ben L. Spinelli is the Exec. Vice 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 the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Exec. Vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness; and that the full and actual consideration paid or to be 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 \$ 1.00

Sworn to and subscribed before me,
the date aforesaid.


Notary Public of New Jersey
HELEN H. HOFFMAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 28, 1990


Bridget L. Sole
Assistant Cashier

Prepared by: 
E. Kenneth Williams, Jr., Esq.

Deed

FIRST FIDELITY BANK, NATIONAL
ASSOCIATION, NEW JERSEY

A corporation of

TO

FIRST FIDELITY BANK, NATIONAL
ASSOCIATION, NEW JERSEY

19 87

Dated July 30

RETURN TO

Record and return to:

Robert C. Garofalo, P.A.
60 Baldwin Road
Parsippany, New Jersey 07054

28ck

SR1-A 878500
TAX BOOK
ALPHA CD. ✓ (made one)
PROP CD. ✓
FIELD BK. ✓
COMPUTER
RES. FORM
SALES
DEDUCTIONS
COLLECTOR

2 books + page #

BOOK 3632 PAGE 642

FILED MIDDLESEX COUNTY

67 JUL 30 PM 2:39

Renew in Treasurers
MIDDLESEX COUNTY CLERK

013555

BOOK 3632 PAGE 645

DEED

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

This Deed is made on August , 19 86 ,

Robert C. Garofalo, Esq.

**BETWEEN FIDELITY UNION TRUST COMPANY, a New Jersey
Banking Corporation**

having its principal office at 100 Fidelity Plaza, North Brunswick, New Jersey 08905 referred to as the Grantor.

**AND FIDELITY UNION TRUST COMPANY, a New Jersey Banking
Corporation**

whose post office address is 100 Fidelity Plaza, North Brunswick, New Jersey 08905 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 -----
-----ONE DOLLAR-----

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of North Brunswick
Block No. 143 Lot No. 24.01 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 North Brunswick County of Middlesex and State of New Jersey. The legal description is:

See attached copy of metes and bounds description prepared by Menlo Engineering Associates for Block 143 Lot No. 24.01, North Brunswick, Middlesex County, New Jersey.

BEING formerly part of Lot 24.01, Block 143 on the Tax Map of North Brunswick Township.

Block 143 Lot 24.1

Handwritten notes:
Note
see map
Menlo Engineering Associates
10/1/86

MENLO
ENGINEERING
ASSOCIATES

Civil Engineers
Land Surveyors
Land Planners

Licensed in
New Jersey
New York
Pennsylvania
Connecticut
Maine
New Hampshire
Georgia

Legal Description
Block 143 Lot 24.03
Township of North Brunswick
Middlesex County, New Jersey

Beginning at a point in the southerly line of U.S. Highway Route #1 (formerly New Jersey State Highway Route S-26), where the same is intersected by the easterly line of tax map Lot 24.01, Block 143. Being also the westerly line of tax map Lot 25, Block 143, and thence;

1) Along the southwesterly line of Lot 25, Block 143, S 37° 51' 10" E, 1511.87' to a point in the northwesterly line of U.S. Highway Route #130 and thence;

2) Along the northwesterly line of U.S. Highway Route #130 along a curve to the right having a radius of 2804.93', an interior angle of 12° 59' 27", and an arc length of 635.98' to a point of tangency and thence;

3) Still along the northwesterly line of U.S. Highway Route #130, S 37° 43' 30" W, 34.75' to a point in the northeasterly line of tax map Lot 26, Block 143, (also known as Lot 1, Block 301 as shown on a "Map of Colonial Gardens, Section A, North Brunswick Twp., Middlesex County, N.J., scale 1" = .60', May 1926"), and thence;

4) Along the northeasterly line of tax map Lots 26 & 28 thru 34, Block 143, N 37° 49' 45" W, 700.12' to a point, said point being the most northerly corner of Colonial Gardens, Section A, and thence;

5) Along the northwesterly line of Colonial Gardens, Section A, S 44° 03' 15" W, 597.13' to angle point therein and thence;

6) Still along the northwesterly line of Colonial Gardens, Section A and C, S 44° 13' 15" W, 1496.88' to a point in the northeasterly line of tax map Lot 58, Block 143 and thence;

7) Along the northeasterly line of tax map Lots 58 thru 61, Block 143, N 39° 05' 15" W, 620.73' to an angle point therein and thence;

8) Along the northwesterly line of tax map Lot 62, Block 143, S 56° 33' 30" W, 8.78' to a point in the center line of a 15' wide easement to Jersey Central Power & Light Co., March 10, 1950, recorded in Deed Book 1486, Page 74, and thence;

9) Along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, N 39° 00' 00" W, 17.41 to a point of curvature and thence;

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

Signed and sworn to before me on

19

(Print name of attesting witness below signature)

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10) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 23.03, Block 143, along a curve to the right having a radius of 200', an interior angle of 38° 51' 59", and an arc length of 135.67' to a point of tangency and thence;

11) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lots 23.03, Block 143 and Lot 64, Block 143.04, N 00° 08' 00" W, 1708.80' to a point of curvature and thence;

12) Still along the centerline of said 15' wide easement and the northeasterly line of tax map Lot 64, Block 143.04, along a curve to the left having a radius of 200', an interior angle of 36° 52' 04", an arc length of 128.69', and a chord bearing of N 18° 34' 02" W, and a chord distance of 126.48', to a point on the curve where the same is intersected by a proposed lot line herein described in courses 13 thru 18.

13) S 62° 54' 14" E, 87.58' thru the lands of tax map Lot 24.01, Block 143, to angle point and thence;

14) S 54° 00' 00" E, 157.84' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;

15) N 82° 00' 00" E, 127.00' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;

16) N 08° 00' 00" W, 125.06' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;

17) N 12° 53' 52" E, 37.40' thru the lands of tax map Lot 24.01, Block 143, to an angle point and thence;

18) N 82° 00' 00" E, 239.18' thru the lands of tax map Lot 24.01, Block 143, and ending proposed lot line at a point in the westerly line of tax map Lot 24.02, Block 143 and thence;

19) S 08° 00' 00" E, 428.41' along the westerly line of tax map Lot 24.02, Block 143, to a point being the southwesterly corner of tax map Lot 24.02, Block 143 and thence;

20) N 82° 00' 00" E, 640' along the southerly line of Lot 24.02 to a point being the southeasterly corner of tax map Lot 24.02, Block 143 and thence;

21) N 08° 00' 00" W, 442.41' along the easterly line of tax map Lot 24.02, Block 143 to a point in the southerly line of U.S. Highway Route #1. Said point also being the northeasterly corner of tax map Lot 24.02, Block 143 and thence;

MENLO ENGINEERING ASSOCIATES, INC.

(f) the full and actual consideration paid or to be paid for the transfer of this is
(Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on

, 19

.....
(Print name of attesting witness below signature)

M
E
A

22) N 82° 00' 00" E, 624.47' along the southerly line of U.S. Highway Route #1, to the point and place of beginning.

The above described parcel of land contains 92.830 acres, more or less.

This description has been prepared in accordance with a map entitled "Plan Of Subdivision, Lot 24.01, Block, 143" prepared by Menlo Engineering. Dated April 4, 1986.

Aug. 12, 1986
GB/rms
MEA #8333

Lot

MENLO ENGINEERING ASSOCIATES, INC.


- (d) this person knows the proper law;
 - (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 \$
- (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on

19

.....
(Print name of attesting witness below signature)

The subdivision creating this lot was approved on May 13, 1986 and the resolution memorializing same was adopted by the Planning Board of North Brunswick Township on June 10, 1986.


FRANK PULEIO, Chairman


Secretary

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 date at the top of the first page. Its corporate seal is affixed.

Attested by:

FIDELITY UNION TRUST COMPANY

.....
Secretary

By:
President

STATE OF NEW JERSEY, COUNTY OF
I CERTIFY that on

, 19

SS.:

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

- (a) this person is the _____ secretary of _____ 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 _____ the _____ 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 \$ _____ (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on

, 19

.....
(Print name of attesting witness below signature)

THIS DEED, made the 7th day of March, 1980, by BOY SCOUTS OF AMERICA, a corporation originally incorporated under the laws of the District of Columbia and now existing by virtue of an Act of Congress approved June 15, 1916, with an office in North Brunswick, New Jersey, party of the first part, and FIDELITY UNION TRUST COMPANY, a New Jersey banking corporation having an office at 765 Broad Street, Newark, New Jersey, party of the second part, provides:

NOW, THEREFORE, in consideration of the sum of Ten Million Two Hundred Thousand Dollars (\$10,200,000.00), the receipt whereof is hereby acknowledged, the party of the first part grants, bargains and sells unto the party of the second part, its successors and assigns, the following described property:

ALL of the land situate, lying and being in the Township of North Brunswick, County of Middlesex and State of New Jersey, together with all buildings and improvements thereon, and being more particularly described as follows:

BEGINNING at a point marked by a concrete monument in the Southerly side of U.S. Highway Route # 1 (formerly New Jersey State Highway Route S-26), where the same is intersected by the Easterly line of Lot 24, Block 143 formerly owned by the Unexcelled Chemical Corp., being also the Westerly line of Lot 25, property formerly of Carter Products, Inc.; thence running (1) along the Southwesterly line of Lot 25, Block 143, South Thirty-seven degrees Fifty-one minutes Ten seconds East (S. 37° 51' 10" E.), One Thousand Five Hundred Eleven and Eighty-seven one-hundredths (1511.87')

COUNTY OF MIDDLESEX
CONSIDERATION 10,200,000.00
REALTY TRANSFER FEE 35,700.00
DATE 3/19/80 BY *WJK*

*Blk 143 Lot 24 & Eng.
To E. L. O. G. ...
ab 6 PA*

feet to a point marked by a concrete monument on the Northwesterly side of U.S. Highway Route # 130, formerly New Jersey State Highway S-25; thence (2) along the Northwesterly side of said U.S. Highway Route # 130 curving to the right in a Southwesterly direction having a radius of Two Thousand Eight Hundred Four and Ninety-three one-hundredths (2804.93') feet, an arc length of Six Hundred Thirty-five and Ninety-eight one-hundredths (635.98') feet to a point of tangent, the chord of said arc having a bearing of South Thirty-one degrees Thirteen minutes Forty-six seconds West (S. 31° 13' 46" W.), Six Hundred Thirty-four and Sixty-two one-hundredths (634.62') feet; thence (3) still along the Northwesterly line of said Highway Route #130, South Thirty-seven degrees Forty-three minutes Thirty seconds West (S. 37° 43' 30" W.), Thirty-five and Eight tenths (35.8') feet to the Northeasterly line of Tax Map Lot 26, Block 143 (also known as Lot 1, Block 301 as shown on a "Map of Colonial Gardens, Section A, North Brunswick Twp., Middlesex Co., N.J., Scale 1"=60', May 1926"); thence (4) along the Northeasterly line of Tax Map Lots 26, 28 through 34, Block 143, also being the Northeasterly line of said "Map of Colonial Gardens, Section A", North Thirty-seven degrees Forty-four minutes Forty -five seconds West (N. 37° 44' 45" W.), Seven Hundred and Twelve one-hundredths (700.12') feet to the Northerly corner of Tax Map Lot 34, Block 143, also being the most Northerly corner of Colonial Gardens, Section A; thence (5) along the Northwesterly line of Colonial Gardens, Section A, South Forty-four degrees Three minutes Fifteen seconds West (S. 44° 03' 15" W.), Five Hundred Ninety-seven and Thirteen one-hundredths (597.13') feet to an angle point therein; thence (6) still along the Northwesterly line of Colonial

Gardens, Section A and Section C, South Forty-four degrees Thirteen minutes Fifteen seconds West (S. 44° 13' 15" W.), One Thousand Four Hundred Ninety-six and Eighty-eight one-hundredths (1496.88') feet to the Northeasterly line of Tax Map Lot 58, Block 143, also known as Lot 10, Block 514 as shown on a "Map of Colonial Terrace" filed in the Middlesex County Clerk's Office on December 12, 1962 as Map No. 2650, File No. 950; thence (7) along the Northeasterly line of said "Colonial Terrace", North Thirty-nine degrees Five minutes Fifteen seconds West (N. 39° 05' 15" W.), Six Hundred Twenty and Seventy-three one-hundredths (620.73') feet to an angle point therein; thence (8) along the Northwesterly line of aforesaid "Colonial Terrace", South Fifty-six degrees Thirty-three minutes Fifty seconds West (S. 56° 33' 50" W.), Eight and Seventy-eight one hundredths (8.78') feet to a point in the center line of a Fifteen (15') foot wide easement to Jersey Central Power & Light Co., March 10, 1950, recorded in Deed Book 1486, Page 74; thence (9) along the center line of said Fifteen (15') foot wide easement and the Northeasterly line of Tax Map Lot 23.03, Block 143, North Thirty-nine degrees No minutes West (N. 39° 00' W.), Seventeen and Forty-one one-hundredths (17.41') feet to a point of curve; thence (10) still along the center line of said Fifteen (15') foot easement curving to the right in an Northerly direction having a radius of Two Hundred (200') feet, an arc length of One Hundred Thirty-five and Sixty-seven one-hundredths (135.67') feet to a point of tangent, the chord of said arc having a bearing of North Nineteen degrees Thirty-four minutes West (N. 19° 34' W.), and a length of One Hundred Thirty-three and Eight one-hundredths (133.08') feet; thence (11) still along the said center line of a

Fifteen (15') foot wide easement and the Easterly line of Tax Map Lot 23.03, and Lot 23.07, Block 143, North No degrees Eight minutes West (N. $00^{\circ} 08' W.$), One Thousand Seven Hundred Eight and Eight tenths (1708.8') feet to a point of curve; thence (12) still along the said center line of a Fifteen (15') foot wide easement curving to the left in a Northerly direction having a radius of Two Hundred (200') feet, an arc length of One Hundred Forty-five and One tenth (145.1') feet to a point in the Southerly line of U.S. Highway Route #1, the chord of said arc having a bearing of North Twenty degrees Fifty-five minutes West (N. $20^{\circ} 55' W.$), One Hundred Forty-one and Ninety-three one-hundredths (141.93') feet; thence (13) along the Southerly line of U.S. Highway Route #1, North Eighty-two degrees No minutes East (N. $82^{\circ} 00' E.$), One Thousand Eight Hundred Thirty-seven and Seventy-one one-hundredths (1837.71') feet to the Northwesterly corner of Tax Map Lot 25, Block 143 and point of Beginning.

Containing One Hundred and Three tenths (100.3) Acres of land.

Said premises being the same as the premises conveyed to Boy Scouts of America by deed from Henry M. Weitzner, et al, dated March 20, 1959 and recorded in the Middlesex County Clerk's Office in Book 1674 of Deeds at page 350 and the premises conveyed to Boy Scouts of America by Deed from Morton L. Weitzner, et al, dated June 19, 1958 and recorded in said Office in Book 2040 of Deeds at page 418.

Said premises being also designated on the tax map of the Township of New Brunswick as Block 143, Lot 24.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, 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 party of the first part of, in and to the same;

TO HAVE AND TO HOLD all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use and benefit of the party of the second part, its successors and assigns forever;

AND the party of the first part covenants, promises and agrees to and with the party of the second part, its successors and assigns that it has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever, except for the easements and rights of others set forth in instruments recorded in the Middlesex County Clerk's Office in Deed Book 2180 page 546, Deed Book 2311 page 172, Deed Book 2588 page 944, Deed Book 2734 page 867 and Deed Book 2087 page 96 and the rights if any of third parties in and to the 20 foot storm drain easement and the related drainage installations set forth on "Plan of Survey of Tax Map Lot 24 & 25 Tax Map

Block 143 Situate in North Brunswick Twp., Middlesex Co.,
N.J." dated October 18, 1979 (Revised February 12, 1980) by
Amertech Engineering Inc.

IN WITNESS WHEREOF, the party of the first part has
caused this Deed to be executed by its proper corporate offi-
cers and caused its proper corporate seal to be hereunto
affixed as of the day and year first above written.

BOY SCOUTS OF AMERICA

By: James L. Tarr
James L. Tarr
Chief Scout Executive

ATTEST:

Thomas C. MacAvoy
Thomas C. MacAvoy
Vice President

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

BE IT REMEMBERED, that on this 7th day of March ,
1980, before me the subscriber, a Notary Public of the
State of New York , personally appeared JAMES L. TARR
who, I am satisfied, is the person who signed the within
instrument as Chief Scout Executive of BOY SCOUTS OF
AMERICA the corporation named therein and he thereupon
acknowledged that the said instrument made by the corpora-
tion and sealed with its corporate seal, was signed,
sealed with the corporate seal and delivered by him as
such officer and is the voluntary act and deed of the
corporation, made by virtue of authority from its
Executive Board.

The full and actual consideration to be paid for
the transfer of title to realty evidenced by the above
Deed, as such consideration is defined in P. L. 1968, c.
49, Sec. 1(c), is \$10,200,000.00

Michael J. Lonergan

MICHAEL J. LONERGAN
Notary Public, State of New York
No. 60-4679920
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1980

Prepared by:

Kalman A. Oravetz, Esq.
104 Sagamore Road
Millburn, N.J. 07041

4438078

555 551 977 3570

555 551 977 3570

2520

BOY SCOUTS OF AMERICA,

Party of the
First Part

to

FIDELITY UNION TRUST COMPANY,

Party of the
Second Part

35,200.00 (w) / 1325

DEED

Dated: March 7, 1980

Record and Return to:

New Jersey Fidelity Trust Co.
730 Grand Street
Newark, N.J. 07102

CE 746-603

RECORDED
BY CLERK
NEW JERSEY
TREASURY DEPARTMENT
AT NEWARK, N.J.

80 MAR 19 P 1: 12

BOOK 3135 PAGE 898
CLERK

Copy to Field
ALPHA CARD 4-14-80
INDEX CARD 4-14-80
MAP CARD
REG FORM
CARD 4-16-80
BOOK 4-16-80

BOOK 3135 PAGE 894

RIGHT-OF-WAY GRANT

IN CONSIDERATION of the sum of ONE (\$1.00) DOLLAR and other valuable consideration paid by NEW JERSEY BELL TELEPHONE COMPANY ("Telephone"), a corporation of the State of New Jersey, receipt whereof is hereby acknowledged, the undersigned does hereby grant and convey unto Telephone, its successors and assigns, an easement in perpetuity in, on, under and through premises situate in the Township of North Brunswick, Middlesex County, New Jersey, consisting of a part of Lots 24.01 and 24.02 in Block 143 on the current tax assessment map of said Township, more particularly hereinafter described (the "Premises"), with the right to enter in and upon said Premises to construct, maintain, renew, repair and remove line or lines of underground plant only, with appurtenant facilities (said plan and facilities hereinafter referred to as the "Facilities"), as Telephone may determine necessary and proper for the operation of a communication system or systems, the course of said line to run within said Premises, the approximate location of which is as indicated on the map attached hereto and made a part hereof.

The Premises are more particularly described as follows:

BEGINNING at a point marked by a concrete monument in the southerly side of U. S. Highway #1 (formerly New Jersey State Highway Route S-26), where the same is intersected by the easterly line of Lot 24.01 Block 143 formerly owned by the Unexcelled Chemical Corp., being also the westerly line of Lot 25, property formerly of Carter Products, Inc.; thence running (1) along the southwesterly line of Lot 25, Block 143, South 37 degrees 51 minutes 10 seconds East to a point therein, said point being distant 20 feet when measured at right angles from the aforesaid southerly line of U. S. Highway Route #1; thence (2) South 82 degrees 00 minutes West, parallel to said southerly line of U. S. Highway Route #1, and at a right angle a distance of 20 feet therefrom a distance of 1,840 feet, more or less, to a

(Right of Way)
 Block 143 of 24.01 & 24.02

point in the westerly side line of said Lot 24.01 Block 143; thence (3) along said westerly sideline of Lot 24.01 in a northerly direction along a curve to the left, said curve having a radius of 200 feet, to a point in the southerly line of U. S. Highway Route #1; thence (4) along the southerly line of U.S. Highway Route #1, North 82 degrees 00 minutes East, and parallel to the second course, 1,837.71 feet to the northwesterly corner of tax map Lot 25, Block 143, and the point of BEGINNING. It being the intention to describe a strip of land 20 feet in width running along the northerly boundary of said Lot 24.01 and the southerly line of U. S. Highway Route #1. The approximate location of the premises is as shown on the drawing attached hereto.

Grantor agrees to permit Telephone entry onto the Premises, on reasonable advance notice, for the purpose of exercising the rights granted herein.

It is agreed that said Facilities shall at all times be kept in proper condition, and that Telephone shall have the right to remove such trees as may be required in connection with the installation or maintenance of its Facilities; provided, however, that Telephone shall replace any trees so removed with trees of the same or similar type. It is further agreed that, during the time of installation or maintenance of its Facilities, Telephone will take such steps as are reasonably necessary to insure that Grantor, its successors and assigns, shall at all times have free and unimpeded access to Grantors' adjoining property. Further, and immediately upon the completion of any such installation or maintenance, Telephone shall restore all affected portions of the Premises to their condition immediately prior to the commencement of such installation or maintenance, at Telephone's sole cost and expenses.

Telephone further agrees that its Facilities shall be kept in proper condition at all times, and that it shall at all times comply with laws, regulations and rules of Governmental bodies having jurisdiction.

Grantors represent to Telephone that they are the owners in fee simple of the Premises. It is understood that

the within grant is subject to easements and/or slope or drainage rights granted to the State of New Jersey in Deed Book 1037, page 389, Deed Book 1055, page 380 and Deed Book 1263, page 222, and also to roadway easement as set forth in Deed Book 2087, page 96, recorded in the Middlesex County Clerk's Office.

It is further understood and agreed that Grantors reserve the right to construct roadways and other improvements over said Premises; any damage or injury done to said roadways or improvements by Telephone in exercising any of its rights hereunder, shall be repaired by Telephone, at its sole cost and expense.

By the acceptance of this instrument, Telephone agrees to abide by the terms and conditions hereof on its part to be performed, and shall be deemed to be a signatory hereof, and the provisions hereof shall inure to the benefit of and be obligatory upon the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Grantors have caused this instrument to be duly executed, and its corporate seal to be hereunto affixed this 29th day of May, 1981.

ATTEST:

Christina Lopez
Secretary

ATTEST:

Richard Otter
ASS'T SECRETARY

FIDELITY UNION BANK

BY: *[Signature]*

MERRILL LYNCH PIERCE FENNER & SMITH INCORPORATED

BY: *[Signature]*

C. MANZELLA
VICE PRESIDENT

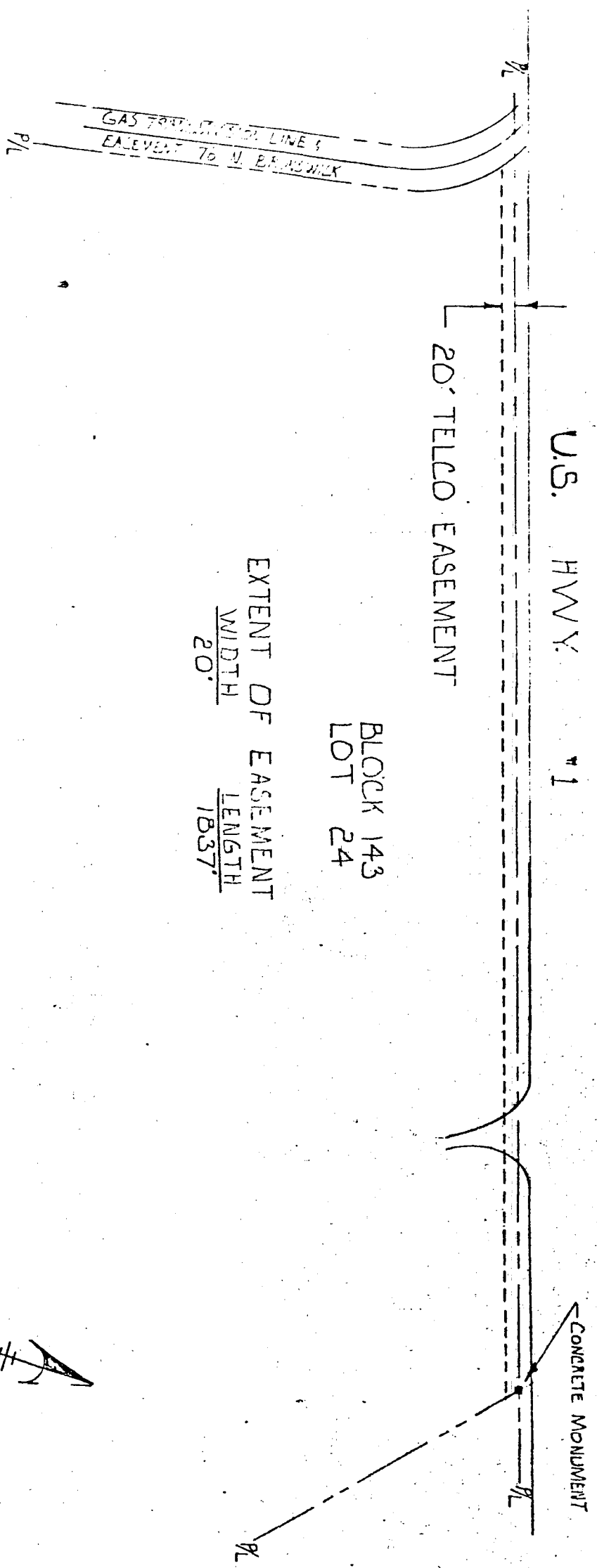
STATE OF NEW JERSEY)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 29th day of May, 1981, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared E. J. Lynch, Jr. the Vice President of Fidelity Union Bank, who, I am satisfied, is the person who has signed the within Instrument; and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said Instrument as such officer aforesaid; that the within Instrument is the voluntary act and deed of said corporation, made by virtue of the authority from its Board of Directors.

M. Doris Westendorf

M. DORIS WESTENDORF
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 29, 1984

BOOK 3202 PAGE 696



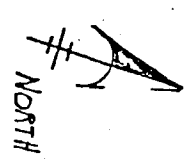
U.S. HWY #1

20' TELCO EASEMENT

BLOCK 143
LOT 24

EXTENT OF EASEMENT
WIDTH 20'
LENGTH 1837'

CONCRETE MONUMENT



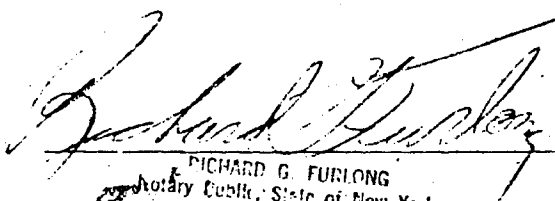
SCALE 1"=200'

PROPOSED EASEMENT FOR
RIGHT OF WAY FOR THE NEW
JERSEY BELL TELEPHONE CO.
PROPERTY OF FIDELITY UNION
BANCORPORATION
NORTH BRUNSWICK TWP
MIDDLESEX COUNTY, NJ

DRAWN BY N.J. BELL TELEPHONE CO.
12-13-79

STATE OF NEW ~~Jersey~~ ^{York}
COUNTY OF ~~Essex~~ ^{New York}) ss.:

BE IT REMEMBERED, that on this ^{1st} day of May, 1981
~~1980~~, before me, the subscriber a Notary Public of the State
of ~~Essex~~ ^{New York}, personally appeared C. Manzella
the Vice President of MERRILL LYNCH PIERCE FENNER & SMITH
INCORPORATED, who, I am satisfied, is the person who has
signed the within Instrument; and I having first made known
to him the contents thereof, he thereupon acknowledged that
he signed, sealed with the corporate seal and delivered the
said Instrument as such officer aforesaid; that the within
Instrument is the voluntary act and deed of said corporation,
made by virtue of the authority from its Board of Directors.


RICHARD G. FURLONG
Notary Public, State of New York
No. 30-140202
Qualified in Nassau County
Commission Expires March 30, 1983

Prepared by:
John F. McCarthy, Jr.

Return to
J. E. DAVID, Emer Dept.
445 GEORGE RD
NORTH BRUNSWICK
NJ 08902

ALPHA CARD _____
PROP CARD _____
MAP CARD _____
RES. FORM _____
CARD _____
BOOK _____

552 784793 0001525

81 AUG 7 12:43
BOOK 3202 PAGE 683
THOMAS J. MULLYNEUX
COUNTY CLERK

RECORDED
INDEXED
MAY 15 1981
M. J. SWICK, N.J.

7042

BOOK 3202 PAGE 657A

7897

THIS INDENTURE,

Made the 19th day of June, in the Year One Thousand Nine Hundred and Fifty-Eight,

BETWEEN: MORTON L. WEITZNER, DOROTHEA M. WEITZNER, ISIDOR S. WEITZNER, individually and/or as devisees, trustees and executors under the Last Will and Testament of HENRY M. WEITZNER, Deceased, MORTON L. WEITZNER, all of the foregoing residing at 450 Seventh Avenue, Borough of Manhattan, City, County and State of New York, SAMUEL KANN, residing at 1145 North Shore Drive, Miami Beach, County of Dade, State of Florida, RUTH LEVY, residing at 300 Central Park West, Borough of Manhattan, City, County and State of New York, and SEYMOUR BERGER, residing at 88-35 195th Street, Hollis, Long Island, New York, parties of the first part,

- a n d -

BOY SCOUTS OF AMERICA, a corporation originally incorporated under the laws of the District of Columbia, and now existing by virtue of an Act of Congress approved June 15, 1916, with an office in the Town of North Brunswick, County of Middlesex, State of New Jersey, party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Hundred (\$100.00) Dollars, lawful money of the United States of America, and other good and valuable considerations 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

12/19/58
Morton L. Weitzner
Dorothea M. Weitzner
Isidor S. Weitzner
Samuel Kann
Ruth Levy
Seymour Berger
Boy Scouts of America

THIS INDEMNITY

parties of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, 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, its successors and assigns forever,

ALL those lots, pieces or parcels of land, with the buildings, if any, thereon, situate, lying and being in the Township of North Brunswick, County of Middlesex and State of New Jersey, bounded and described as follows:

Parcel #1:

BEGINNING in the Southerly line of U. S. Highway Route #1, formerly known as New Jersey State Highway Route S-26, at a concrete monument at the Northwesterly corner of a tract of land conveyed by Henry M. Weitzner, et als, to Boy Scouts of America, by a deed dated March 20, 1953 and recorded in the Middlesex County Clerk's Office in Book 1674 of Deeds at page 350; thence running (1) South Eight degrees East (S. 8° E) along said last mentioned lands, Nine Hundred Forty-nine and Twenty-eight one hundredths (949.28') feet to another concrete monument at an angle point in said last mentioned lands; thence (2) South Forty-five degrees Fifty-six minutes Forty-five seconds East (S. 45° 56' 45" E) still along said last mentioned lands and beyond, a distance of Seven Hundred Fifty-seven and Forty-seven one-hundredths (757.47') feet to the Northwesterly line of lands formerly of Michael Anderson, now known as Colonial Gardens; thence (3) South Forty-four degrees Three minutes Fifteen seconds West (S. 44° 03' 15" W) along said last mentioned lands, Sixty-five and Ninety-two one-hundredths (65.92') feet to a concrete monument formerly marked by a cross on a stone; thence (4) South Forty-four degrees Thirteen minutes Fifteen seconds West (S. 44° 13' 15" W) still along said lands formerly of Michael Anderson, Fourteen Hundred Ninety-six and Eighty-eight one-hundredths (1496.88') feet to a concrete monument in the Northeasterly line of lands now or formerly of William Buckelew; thence (5) North Thirty-nine degrees Five minutes Fifteen seconds West (N. 39° 05' 15" W), Six Hundred Twenty and Seventy-three one-hundredths (620.73') feet to a concrete monument at the corner of said lands now or formerly of William Buckelew; thence (6) South Fifty-six degrees Thirty-three minutes Fifty seconds West (S. 56° 33' 50" W) still along said mentioned lands, Eight and Seventy-eight one-hundredths (8.78') feet to a concrete monument in the center line of a Fifteen (15') foot wide easement granted by Henry M. Weitzner and

174-198

105-05
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105-05

Apr 8-53

THIS INDENTURE,
made the 27th day of March in the Year One Thousand Nine
Hundred and Fifty-Three,

BETWEEN Henry M. Weitzner and Morton Weitzner, re-
siding at 262 Central Park West, Samuel Kann, residing at
871 Amsterdam Avenue, Ruth Levy, residing at 300 Central Park
West, all of Borough of Manhattan, City, County and State of
New York, and Seymour Berger, residing at 88-35 195th Street,
Hollis, Long Island, New York, parties of the first part,

- a n d -

BOY SCOUTS OF AMERICA, a corporation originally incor-
porated under the laws of the District of Columbia and now
existing by virtue of an Act of Congress approved June 15, 1916,
with an office at 2 Park Avenue, Borough of Manhattan, City,
County and State of New York, party of the second part;

WITNESSETH, That the said parties of the first part, for
and in consideration of the sum of One Hundred (\$100.00) Dollars,
lawful money of the United States of America, and other good and
valuable considerations to them in hand well truly paid by the
said party of the second part, at or before the sealing and de-
livery of these presents, the receipt whereof is hereby acknow-
ledged, and the said parties of the first part being therewith
fully satisfied, contented and paid, have given, granted,
bargained, 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, its successors and assigns forever,

ALL that lot, piece or parcel of land, with the
buildings thereon, situate, lying and being in the Town-
ship of North Brunswick, County of Middlesex and State of
New Jersey, bounded and described as follows:

BEGINNING at a point, marked by a concrete monu-
ment, in the southerly side of New Jersey State Highway,
Route S-26, also known as United States Highway, Route 1,
where the same is intersected by the easterly line of
property formerly owned by the Unexcelled Chemical Corpora-
tion being also the westerly line of property of Carter

Products, Inc., situated in North Brunswick Township, Middlesex County, New Jersey, as shown on a Map or Plan of same by Raymond P. Wilson, C.E., which map is dated February 10, 1930, running thence (1) along said easterly line of property formerly of Unexcelled Chemical Corporation and westerly line of property of Carter Products, Inc., South $37^{\circ} 51' 10''$ East 1511.87 feet to a point marked by a concrete monument on the northerly side of New Jersey State Highway, Route S-25, as the same is now laid out; thence (2) southwesterly along said northerly side of said Highway, Route S-25, along a curve with a radius of 2804.93 feet, a distance of 568.26 feet to a point marked by a concrete monument; thence (3) North $37^{\circ} 44' 45''$ West 706.80 feet to a point marked by a concrete monument; thence (4) South $44^{\circ} 03' 15''$ West 646.65 feet to a point marked by a concrete monument; thence (5) North $45^{\circ} 56' 45''$ West and at right angles to the fourth course above 657.47 feet to a point marked by a concrete monument; thence (6) North $8^{\circ} 00'$ West and at right angles to the said southerly side of said Highway, Route S-26 and U. S. 1, 949.28 feet to a point marked by a concrete monument; and thence (7) along said southerly side of said Highway, Route S-26 and U. S. 1, North $82^{\circ} 00'$ East 906.47 feet to the point or place of beginning.

Containing 40.00 acres more or less.

TOGETHER with all right, title and interest, if any, of the parties of the first part of, in and to any streets and roads abutting said premises to the center line thereof.

SUBJECT to and excepting the following:

(a) Rights, if any, granted to the State of New Jersey by deed dated September 30, 1932, recorded in the office of the Clerk of Middlesex County in Book 1037 of deeds, page 389, by deed dated February 1, 1935, recorded in said office in Book 1076 of deeds, page 213, and by deed dated July 25, 1944, recorded in said office in Book 1263 of deeds, page 222.

(b) Rights, if any, of the State of New Jersey to acquire slope easement.

(c) Grant by Owen Leary, et als, to New York and New Jersey Telephone Company dated December 16, 1907, and recorded in said office in Book 416 of deeds, page 629.

(d) Grant by parties of the first part and their spouses of gas pipe line easement to Jersey Central Power & Light Company by deeds dated March 10 and April 14, 1950, and recorded in said office in respectively, Book 1486 of Deeds

Bel
V

wife, et als, to Jersey Central Power & Light Co. by a deed dated May 10, 1950 and recorded in the Middlesex County Clerk's Office in Book 1486 of Deeds at page 74; thence along the center line of said easement, the Four following courses, to wit, (7) North Thirty-nine degrees West (N. 39° W), Seventeen and Forty-one one-hundredths (17.41') feet to a concrete monument; (8) Northerly, curving to the right with a radius of Two Hundred (200') feet, an arc distance of One Hundred Thirty-five and Sixty-seven one-hundredths (135.67') feet to a concrete monument at a point of tangent in said center line (the chord of said arc having a bearing of North Nineteen degrees Thirty-four minutes West (N. 19° 34' W) and a length of One Hundred Thirty-three and Eight one-hundredths (133.08') feet); (9) North No degrees Eight minutes West (N. 0° 08' W), Seventeen Hundred Eight and Eight-tenths (1708.8') feet to a concrete monument at a point of curve; (10) Northerly, curving to the left with a radius of Two Hundred (200') feet, an arc distance of One Hundred Forty-five and One-tenth (145.1') feet to a concrete monument in the Southerly line of U. S. Highway Route #1 (the chord of said arc having a bearing of North Twenty degrees Fifty-five minutes West (N. 20° 55' W) and a length of One Hundred Forty-one and Ninety-three one-hundredths (141.93') feet); thence (11) North Eighty-two degrees East (N. 82° E) along the Southerly line of said highway, Nine Hundred Thirty-one and Twenty-four one-hundredths (931.24') feet to the place of Beginning.

Subject, however, to that portion of the easement granted to the Jersey Central Power & Light Co. as lies within the boundaries of the above described tract of land.

Being subject also to slope and drainage rights conveyed to the State of New Jersey by Unexcelled Manufacturing Co. by a deed dated September 30, 1932 and recorded as aforesaid in Book 1037 of Deeds at page 389.

Being further subject to a drainage easement adjacent to the southerly line of U. S. Highway #1, and more particularly set forth in deeds to the State of New Jersey by Unexcelled Manufacturing Co., Inc., dated July 25, 1944 and recorded as aforesaid in Book 1263 of Deeds at page 222, and dated 2/1/35 and recorded 2/22/35 in Book 1076 of Deeds at page 213.

Being further subject to slope and drainage rights as more particularly set forth in a deed to the State of New Jersey by Esther R. Dudley, dated December 24, 1928 and recorded as aforesaid in Book 1055 of Deeds at page 380.

Being a part of the same premises conveyed to Henry M. Weitzner, et als, by Unexcelled Chemical Corp. by a deed dated February 28, 1950 and recorded in the Middlesex County Clerk's Office in Book 1484 of Deeds at page 252, and being all of the premises conveyed by Charles Groff and wife

to Dorothea M. Weitzner et als, by a deed dated December 9, 1957 and recorded as aforesaid in Book 2003 of Deeds at page 390.

Parcel #2:

BEGINNING at a concrete monument in the Northwest-erly line of U. S. Highway Route #130, formerly known as New Jersey State Highway Route #25, and being the most Southerly corner of a tract of land conveyed by Henry M. Weitzner, et als, to Boy Scouts of America, by a deed dated March 20, 1953 and recorded in the Middlesex County Clerk's Office in Book 1674 of Deeds at page 350; thence running (1) Southwesterly along the Northwesterly line of said highway, curving to the right with a radius of Twenty-four Hundred Eight and Ninety-three one-hundredths (2408.93') feet, an arc distance of Sixty-seven and Seventy-two one-hundredths (67.72') feet to a point of tangent (the chord of said arc having a bearing of South Thirty-seven degrees Two minutes West (S. 37° 02' W) and a length of sixty-seven and Seventy-two one-hundredths (67.72') feet); thence (2) South Thirty-seven degrees Forty-three minutes Thirty seconds West (S. 37° 43' 30" W) still along the Northwesterly line of said highway, Thirty-five and Eight-tenths (35.8') feet to a concrete monument in the line of lands formerly of Michael Anderson, now known as Colonial Gardens; thence (3) North Thirty-seven degrees Forty-four minutes, Fifty-five seconds West (N. 37° 44' 55" W) along said last mentioned lands, Seven Hundred and Twelve one-hundredths (700.12') feet to a concrete monument, formerly an old pipe by a stone; thence (4) South Forty-four degrees Three minutes Fifteen seconds West (S. 44° 03' 15" W) still along said lands formerly of Michael Anderson, Five Hundred Thirty-one and Twenty-one one-hundredths (531.21') feet to a point in the Southeasterly prolongation of the Fifth Course as described in the afore-mentioned deed to the Boy Scouts of America; thence (5) North Forty-five degrees Fifty-six minutes Forty-five seconds West (N. 45° 56' 45" W), One Hundred (100') feet to a concrete monument at a corner of said lands of the Boy Scouts of America; thence along said last mentioned lands, the Two following courses, (6) North Forty-four degrees Three minutes Fifteen seconds East (N. 44° 03' 15" E), Six Hundred Forty-six and Sixty-five one-hundredths (646.65') feet; (7) South Thirty-seven degrees Forty-four minutes Fifty-five seconds East (S. 37° 44' 55" E), Seven Hundred Eighty-eight and Eight-tenths (788.8') feet to the place of Beginning.

Being a part of the same premises conveyed to Henry M. Weitzner, et als, by Unexcelled Chemical Corp. by a deed dated February 28, 1950 and recorded in the Middlesex County Clerk's Office in Book 1484 of Deeds at page 252.

TOGETHER with all and singular the trees, ways, water profits, privileges and advantages with the appur-

First States Investors

Plaintiff(s),

v

North Brunswick Tp

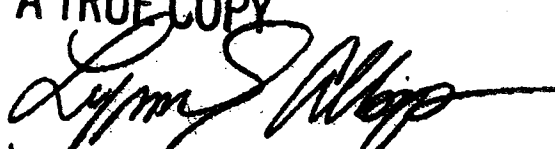
Defendant(s).

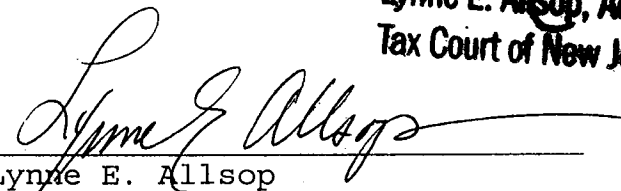
CIVIL ACTION
JUDGMENT

A complaint and counterclaim having been filed and the parties having requested that the complaint and counterclaim be withdrawn, the complaint and counterclaim are dismissed.

Block: 143
Lot: 24.04
Street Address: 100 Fidelity Plaza-Rte 1
Year: 2008

A TRUE COPY


Lynne E. Allsop, Acting Administrator/Clerk
Tax Court of New Jersey


Lynne E. Allsop
Acting Clerk/Administrator
Tax Court of New Jersey

Entered: 3/20/2009

Attorney for Plaintiff: Bruce J Stavitsky Esq
Attorney for Defendant: Harry Haushalter Esq

143-2404-2404

HARRY HAUSHALTER
Lexington Square Commons
2119 Route 33, Suite A
Hamilton Square, New Jersey 08690

By: Harry Haushalter, Esquire
(609) 631-7388

TAX COURT OF NEW JERSEY
DOCKET NO. 002543-2008

FIRST STATES INVESTORS :

Plaintiff :

vs. :

Civil Action

TOWNSHIP OF NORTH BRUNSWICK:

STIPULATION OF SETTLEMENT

Defendant :

Assigned Judge:
Hon. Gail L. Menyuk, J.T.C.
First Calendar Date:

1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment be entered as follows:

Block : 143
Lot : 24.04
Street Address: 100 Fidelity Plaza – Route 1
Year(s) : 2008

2008

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land :	\$ 9,443,800	N/A	WITHDRAW
Improvements:	<u>\$ 6,756,200</u>		
Total :	\$16,200,000		

2. The parties agree that the assessment for tax year 2009 for the subject property shall be as follows:

Land	9,443,800
Improvement	<u>4,756,200</u>
Total	14,200,000

3. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.

4. No party shall file an appeal for tax year 2009 for the subject property except to enforce this settlement.

5. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

6. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

Dated: 2/19/09

By: Bruce J. Stavitsky
Bruce J. Stavitsky, Esquire
Attorney for Plaintiff

Dated: 2/23/09

By: Harry Haushalter
Harry Haushalter, Esquire
Attorney for Defendant

TOWNSHIP OF NORTH BRUNSWICK
710 HERMANN ROAD
NORTH BRUNSWICK, NJ 08902
(732) 247-0922
(732) 214-8812

TAX ASSESSOR EXT. 465

FIRST STATES INVESTORS DBI SP LP
610 OLD YORK ROAD STE 300
EJENKINTOWN PA 19046

February 1, 2009

**RE: BLOCK: 143 LOT: 24.04
100 FIDELITY PLAZA-RT 1**

Dear Taxpayer,

As a result of a review of our records, your assessment must be changed to reflect, **APPEAL**. Your assessment will be adjusted for 2009 to reflect this change. The difference in assessment will be: **-2000000**. Your 2009 total assessment will be as follows:

2009 ASSESSMENT:

Land:	9,443,800
Bldg:	4,756,200
Total:	14,200,000

If you have received an assessment notice that reflects a different amount, please disregard. If you have any questions, please contact the above number for assistance.

Sincerely,

North Brunswick
Tax Assessor

TAX COURT OF NEW JERSEY
COUNTY: Middlesex
DOCKET NO. 002532-2006

First States Investors 3300 LLC

Plaintiff(s),

v

North Brunswick Tp

Defendant(s).

CIVIL ACTION
JUDGMENT

A complaint and counterclaim having been filed and the parties having requested that the complaint and counterclaim be withdrawn, the complaint and counterclaim are dismissed.

Block: 143
Lot: 24.04
Street Address: 100 Fidelity Plaza - Rt 1
Year: 2006

ATRUE COPY
Cheryl A. Ryan
CHERYL A. RYAN, Administrator/Clerk
Tax Court of New Jersey

Cheryl A. Ryan
Cheryl A. Ryan, Clerk/Administrator
Tax Court of New Jersey

Entered: 3/23/2007

Attorney for Plaintiff: Bruce J Stavitsky Esq.
Attorney for Defendant: Harry Haushalter Esq

HARRY HAUSHALTER
Lexington Square Commons
2119 Route 33, Suite A
Hamilton Square, New Jersey 08690

By: Harry Haushalter
(609) 631-7388

_____	:	TAX COURT OF NEW JERSEY
FIRST STATES INVESTORS,	:	DOCKET NO. 002532-2006
3300 LLC	:	
	:	
Plaintiff,	:	
	:	
vs.	:	<u>Civil Action</u>
	:	
TOWNSHIP OF NORTH BRUNSWICK	:	STIPULATION OF SETTLEMENT
BRUNSWICK	:	
	:	
Defendant	:	
_____	:	

Assigned Judge:
Hon. Gail L. Menyuk, J.T.C.
First Calendar Date:

1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment be entered as follows:

Block : **143**
Lot : **24.04**
Street Address: **100 Fidelity Plaza – Route 1**
Year(s) : **2006**

2006

	<u>Original</u>	<u>County Board</u>	<u>Requested</u>
	<u>Assessment</u>	<u>Judgment</u>	<u>Tax Court</u>
			<u>Judgment</u>
Land :	\$ 9,443,800	N/A	WITHDRAW
Improvements:	<u>\$ 7,291,000</u>		
Total :	\$16,734,800		

2. The parties agree that the assessments for tax year 2007 shall be as follows for the following parcels:

	<u>B 143/L 24.02</u>	<u>B 143/L 24.03</u>	<u>B 143/L 24.04</u>
Land	0	0	9,443,800
Improvements	<u>0</u>	<u>0</u>	<u>6,756,200</u>
Total	0	0	16,200,000

3. No party shall challenge the agreed-upon assessment reflected in this stipulation for tax year 2007 by the filing of a tax appeal other than to implement this settlement.

4. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.

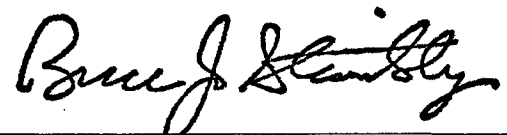
5. This agreement shall not preclude the Township of North Brunswick and its tax assessor from imposing an added, omitted or regular assessment increase for any improvement made to the property after October 1, 2006. The parties hereby preserve all of their appeal rights regarding any such additional imposition placed on the subject property.

6. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

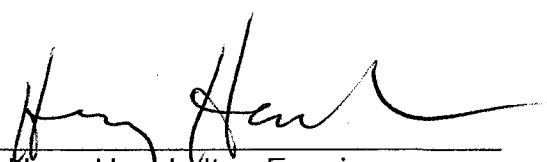
7. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies)

consistent with assessing practices generally applicable in the taxing district as required by law.

Dated: February 8th, 2006

By: 
Bruce J. Stavitsky, Esquire
Attorney for Plaintiff

Dated: 2/12/07

By: 
Harry Haushalter, Esquire
Attorney for Defendant



TOWNSHIP OF NORTH BRUNSWICK

710 HERMANN ROAD
POST OFFICE BOX 6019
NORTH BRUNSWICK, N.J. 08902
TEL. (732) 247-0922
FAX (732) 214-8812

March, 2001

First Fidelity Bank - Real Estate
301 S. Tryon Street M-9
Charlotte, N.C. 28288

Dear Sir:

Due to development and/or subdivisions in your area, the block and lot designation of your property at

100 Fidelity Plaza - Rt. #1

has been changed. The new designation is as follows and will be effective immediately:

Block 143 Lot 24-4

Please make a note of this for your records for future reference.

Sincerely,

Ruth Mihalenko
Tax Assessor

RM/bsj

SUBDIVISION - 2001

(DOT Taking)

FROM - Blk. 143
Lot 24-1

First Fidelity Bank-Real Estate
190 River Road (NJ 3155)
Summit, NJ 07101

Loc: 100 Fidelity Plaza

Class 4A
92.249 Acres
L - \$10,743,800
B - 9,806,200
T - \$20,550,000

TO - Blk.143
Lot 24-1

First Fidelity Bank-Real Estate

Loc: 100 Fidelity Plaza

Class 4A
92.03 Acres
L - \$10,721,500
B - 9,806,200
T - \$20,527,700

COMPUTER
TAX BOOK
PROPERTY CARDS
MAKE NEW PROP.ENV.
ALPHA CARDS
STREET CARDS
ENGINEERING
COLLECTOR
SUBDIVISION BOOK

✓ 5/4/00
✓
✓
✓
✓
#1293
5/4/00
✓



143
24.04

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O.Box 600
Trenton, New Jersey 08625-0600

CHRISTINE TODD WHITMAN
Governor

JAMES WEINSTEIN
Commissioner

November 04, 1999
(609) 530-4903

Ruth Mihalenko
Tax Assessor-Twp. of North Brunswick
710 Hermann Road-PO Box 6019
North Brunswick, NJ 08902

**Re: Route US-1-Section 6T-Parcel R77
Owner: First Union National Bank**

Dear Ms. Mihalenko:

In accordance with N.J.S.A. 54:4-3.3b, this is your notification that the State of New Jersey, Department of Transportation, has acquired property identified as:

PARCEL: R77

ROUTE: US-1

SECTION: 6T (Block: 143- p/o Lot 24.01)

**By Deed from First Union National Bank, successor to First Fidelity Bank
National Association, NJ**

Dated: October 13, 1999

And sent for recording on this day.

Sincerely,

Nicholas Poveromo
Title Officer II
Title Bureau

NP/MA: lpt
Enclosure: Copy of Map

219 Ave



IN REPLY PLEASE REFER TO

Thomas M. Downs
Commissioner

State of New Jersey
DEPARTMENT OF TRANSPORTATION
REGION III HEADQUARTERS
ROUTE 79 & DANIELS WAY
FREEHOLD, NEW JERSEY 07728

Notification of Possession
Route: 1 Section: 6
Parcels: ER40A, E40B, R40C
Project: IXAF-33-(156)

Right of Way Division

December 27, 1991

Susan Supak, Tax Assessor
711 Hermann Road
P.O. Box 182
North Brunswick, New Jersey 08902

Dear Ms. Supak:

In accordance with N.J.S.A. 54:4-3.3, notification is hereby given that the State has taken physical possession of the following parcel located in your municipality:

<u>Route</u>	<u>Parcel</u>	<u>Block</u>	<u>Lot</u>
Route: 1 Section: 6	ER40A, E40B, R40C	143	2401

Attached for your information is a copy of our Certificate of Possession which indicates the former owner of the property. Please mark your records accordingly.

Should you have any questions concerning the above or attached, please call me at 908-308-4050.

Sincerely,

MICHAEL T. CELENTANA
Central District
Property & Relocation Supervisor

MTC:smr
cc: M. Kusek
Certified
P-831-274-680

NEW JERSEY DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF POSSESSION - REMOVAL

Form RE-7 2/78

Prepare in duplicate. Forward white & yellow copies to N.J.D.O.T. 1035 Parkway Ave. Trenton, N.J. Attention: Director, Division of Right of Way

CSIP-33(156)

DATE ISSUED	12/27/91	ROUTE	1	SECTION	6	PARCEL	CR40A, E40B, R40C
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NAME OF OWNER FIRST FIDELITY BANK

Certification is herewith made of compliance by above named owner with all obligations under terms and conditions of agreement with State of New Jersey insofar as possession or removal of buildings and other structures from the premises described in said agreement is concerned.

Township of North Brunswick

ENTER DATES WHERE APPLICABLE

Block 143 Lot 2401

Buildings and obstructions removed and replaced on remaining property and right of way cleared.

Buildings remodeled and obstructions removed and right of way cleared.

Buildings removed to another location.

Buildings demolished.

12/27/91 Possession of property accepted by State.

Closed 12/13/91

per Melissa Rogoff

CHECK APPROPRIATE BOX

- Vacant Land
 - Improvements
 - Vacated
 - Subject to State's Lease Occupancy Agreement(s)
- SIGN Realty*

The undersigned certifies he is aware that under the Federal Highway Administration Title III requirement, no owners are required to vacate their premises in a purchase agreement case unless and until the monetary consideration has been tendered to them, or in a condemnation matter, unless and until a Declaration of Taking has been filed and the Fair Market Value estimate of just compensation has been deposited with the Clerk of the Superior Court, and is therefore available to the owner.

James Paner
Name of Person making certification

No Change
Owners New Address

R.O.W. Negotiator
Title

RECORDED AND FORWARDED TO TITLE OFFICER

Date

By

24.04



IN REPLY PLEASE REFER TO

Route: U.S. 1(1953)
Section: 6
Parcel: ER40A, 40B, R40C
Owner: First Fidelity
Bank NA New Jersey

State of New Jersey
DEPARTMENT OF TRANSPORTATION

Thomas M. Downs
~~Hazel Frank Chalk~~
COMMISSIONER

1035 PARKWAY AVENUE
CN-600 614
TRENTON, NEW JERSEY 08625

October 17, 1991

Susan Supak
Township of North Brunswick
Tax Assessor
N. Brunswick, NJ 08902

Dear Ms. Supak:

In accordance with N.J.S.A. 54:4-3.3b, this is your notification that the State of New Jersey, Department of Transportation, has acquired property identified as:

PARCEL ER40A, 40B, R40C
ROUTE U.S. 1(1953)
SECTION 6 Block 143 Lot 2401

by deed from First Fidelity Bank NA New Jersey
dated September 27, 1991
and sent for recording on this day.

Very truly yours,

Nicholas Poveromo
~~Title Officer~~ Acting Manager
Bureau of Titles

NP/ vmd

J. THOMPSON

RET. POND

30

FASHION PLAZA ASSOCIATES

RET. POND N82°00'00"E, 1855.44'(D)

ROUTE US 1

EXISTING ROW LINE 190+00

200+00

205+00

210+00

(13) N82°-00'-00"E, 1837.71'(D)

SCALE 1" = 200'

EASEMENT LINE (12) R=200' ARC=145' CHORD=N20°55'W 141.93'(D)

SM 6/9

SM 7/9

SM 8/9

(3) N8°00'W, 442.41'(D)

(4) N82°00'00"E, 640.0'(D)

(2) S82°00'W, 640.0'(D)

(1) S8°00'E, 442.41'(D)

LOT 24.01

40B

FIRST FIDELITY BANK, N.A.

40C

FIRST FIDELITY BANK, N.A.

40A

FIRST FIDELITY BANK, N.A.

41

MERRILL LYNCH, PIERCE, FENNER & SMITH INC.

BLOCK 143

1708.8'(D)

133.08(D)

15'W, 597.13'(D)

(4) N37°24'-

1511.87'(D)

STOP

Wachovia Bank etc

Plaintiff(s),

v

North Brunswick Tp

Defendant(s).

:

CIVIL ACTION
JUDGMENT

:

:

A complaint and counterclaim having been filed and the parties having requested that the complaint and counterclaim be withdrawn, the complaint and counterclaim are dismissed.

Block: 143
Lot: 24.4
Street Address: 100 Fidelity Plaza
Year: 2004

A TRUE COPY

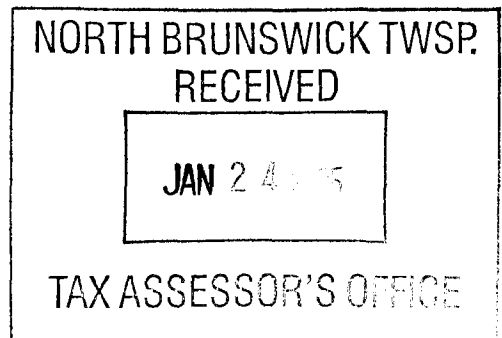
Diane L. Ailey
DIANE L. AILEY, Administrator/Clerk
Tax Court of New Jersey

Diane L. Ailey

Diane L. Ailey
Administrator/Clerk
Tax Court of New Jersey

Entered: 1/21/2005

Attorney for Plaintiff: Richard C Stewart Esq
Attorney for Defendant: Harry Haushalter Esq



Harry Haushalter

Attorney at Law
Lexington Square Commons
2119 Route #33
Suite A
Hamilton Sq., New Jersey 08690
(609) 631-7388
Telecopier (609) 631-7329

December 19, 2001

VIA FACSIMILE AND MAIL

Mr. James C. Hannoeh
HANNOCH APPRAISAL CO.
11 Stonewall Drive
Livingston, NJ 07039-1821

RE: FIRST UNION NATIONAL BANK
BLOCK 143, LOTS 24.2, 24.3 and 24.4

Dear Mr. Hannoeh:

This letter is to confirm that the assessments for tax year 2002 for the following properties shall be:

BLOCK 143, LOT 24.4	Land	:	9,443,800
	Improvements:		<u>9,806,200</u>
	Total	:	19,250,000
BLOCK 143, LOT 24.2	NO CHANGE		
	Land	:	1,012,000
	Improvements:		<u>1,412,000</u>
	Total	:	2,424,000
BLOCK 143, LOT 24.3	NO CHANGE		
	Land	:	10,000
	Improvements:		<u>0</u>
	Total	:	10,000

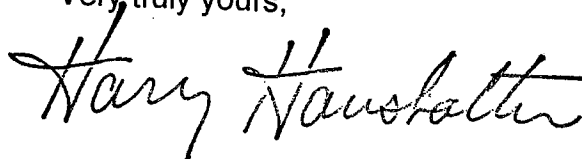
First Union agrees not to challenge these assessments by the filing of a tax appeal for tax year 2002.

TO: JAMES HANNOCH
RE: FIRST UNION NAT'L BANK

DECEMBER 19, 2001
PAGE 2

Please have an appropriate representative sign below to confirm this agreement. Thank you.

Very truly yours,



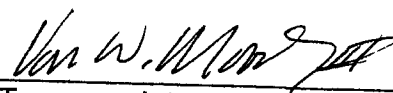
Harry Haushalter

HH:kah

cc: Ruth Mihalenko, CTA (via fax)

I hereby agree to the terms of this letter on behalf of First Union National Bank.

Dated:


(Type or print name and position)

Von W. Moody III, MAI
Vice President
First Union National Bank

TAX COURT OF NEW JERSEY
COUNTY: Middlesex
DOCKET NO.001080-1999

First Union Natl Bank

Plaintiff(s),

v

North Brunswick Tp

Defendant(s).

CIVIL ACTION
JUDGMENT

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Statutory interest pursuant to N.J.S.A. 54:3-27.2 having been waived by taxpayer, shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court judgment.

Block	143
Lot	24.1
Street Address	100 Fidelity Plaza
Year	1999

TAX COURT JUDGMENT

Land	\$ 10,743,800.00
Improvements	\$ 11,835,200.00
Total	\$ 22,579,000.00

Block	143
Lot	24.2
Street Address	100 Fidelity Plaza
Year	1999

TAX COURT JUDGMENT

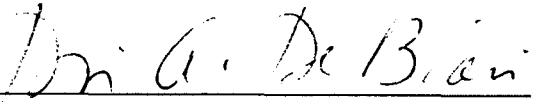
Land	\$ 1,011,000.00
Improvements	\$ 1,412,000.00
Total	\$ 2,423,000.00

A TRUE COPY
Doris A. DeBiasi
Doris A. DeBiasi, Administrator
Tax Court of New Jersey

Block 143
Lot 24.3
Street Address 100 Fidelity Plaza
Year 1999

TAX COURT JUDGMENT

Land	\$	10,000.00
Improvements	\$	
Total	\$	10,000.00



Doris A. DeBiasi, Administrator
Tax Court of New Jersey

Entered: 12/17/1999

Attorney for Plaintiff: Richard C Stewart Esq
Attorney for Defendant: Harry Haushalter Esq

First Fidelity Bank, N.A.
New Jersey

Plaintiff(s),

v.

North Brunswick Tp.
(Middlesex County)

Defendant(s).

CIVIL ACTION

JUDGMENT PURSUANT TO
SETTLEMENT

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 143
Lot: 24.1

Street Address: 100 Fidelity Plaza

Year: 1994

Tax Court
Judgment

Land 4,612,500
Impvts 5,709,900
Total 10,322,400

Block: 143
Lot: 24.2

Street Address: 100 Fidelity Plaza

Year: 1994

Tax Court
Judgment

Land
Impvts Withdrawn
Total

Statutory interest pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid.

Doris A. DeBiasi
Doris A. DeBiasi, Tax Court
Administrator, Tax Court of
New Jersey

Entered: 10/21/94

Attorney for Plaintiff(s): Harold a. Kuskin, Esq.
Attorney for Defendant(s): David P. Lonski, Esq.

A TRUE COPY.

2 of 2

Doris A. DeBiasi
Doris A. DeBiasi, Administrator
Tax Court of New Jersey

First Fidelity Bank, N.A.
New Jersey

Plaintiff(s)

v.

North Brunswick Tp.
(Middlesex County)

Defendant(s)

CIVIL ACTION

JUDGMENT OF DISMISSAL

Block: 143
Lot: 24.1
Property Address: 100 Fidelity Plaza

Year: 1992

Block: 143
Lot: 24.2
Property Address: 100 Fidelity Plaza

A complaint having been filed and the plaintiff having requested that the complaint be withdrawn, the complaint is dismissed.




Doris A. DeBiasi, Tax Court
Administrator, Tax Court of New Jersey

Entered: 10/21/94

Attorney for Plaintiff: Harold A. Kuskin, Esq.
Attorney for Defendant: David P. Lonski, Esq.

D-01 Lp Tax
03

A TRUE COPY



Doris A. DeBiasi, Administrator
Tax Court of New Jersey

First Fidelity Bank, N.A.
New Jersey

Plaintiff(s)

v.

North Brunswick Tp.
(Middlesex County)

Defendant(s),

CIVIL ACTION
JUDGMENT OF DISMISSAL

Block: 143
Lot: 24.1
Property Address: 100 Fidelity Plaza

Year: 1992

Block: 143
Lot: 24.2
Property Address: 100 Fidelity Plaza

A complaint having been filed and the plaintiff having requested that the complaint be withdrawn, the complaint is dismissed.

Doris A. DeBiasi
Doris A. DeBiasi, Tax Court
Administrator, Tax Court of New
Jersey

Entered: 10/21/94

Attorney for Plaintiff: Harold A. Kuskin, Esq.
Attorney for Defendant: David P. Lonski, Esq.

D-01 Lp Tax
03

A TRUE COPY
Doris A. DeBiasi
Doris A. DeBiasi, Administrator
Tax Court of New Jersey

First Fidelity Bank, N.A.
New Jersey

Plaintiff(s),

v.

North Brunswick Tp.
(Middlesex County)

Defendant(s).

CIVIL ACTION

JUDGMENT PURSUANT TO
SETTLEMENT

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 143
Lot: 24.1

Street Address: 100 Fidelity Plaza

Year: 1994

Tax Court
Judgment

Land	4,612,500
Impvts	5,709,900
Total	10,322,400

Block: 143
Lot: 24.2

Street Address: 100 Fidelity Plaza

Year: 1994

Tax Court
Judgment

Land	
Impvts	Withdrawn
Total	

Statutory interest pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid.

Doris A. DeBiasi
Doris A. DeBiasi, Tax Court
Administrator, Tax Court of
New Jersey

Entered: 10/21/94

Attorney for Plaintiff(s): Harold a. Kuskin, Esq.
Attorney for Defendant(s): David P. Lonski, Esq.

A TRUE COPY.

2 of 2

Doris A. DeBiasi
Doris A. DeBiasi, Administrator
Tax Court of New Jersey

TOWNSHIP OF NORTH BRUNSWICK

Map	Block	Lot	Lot Size or Acreage	
71	143	24	10 Ac.	CARD <u>1</u> OF <u>4</u>

Legal Description: *Public Property*

Owner's Name	Address	Date	Deed Book	Page No.	Remarks
1 Boy Scouts of America	U.S. Hwy. 1	6-19-58			
2					
3					
4					
5					
6					
7					
8					
9					
10					

NOTES:

2,715,700
1,059,999

1,655,701

ASSESSMENT RECORD				
Year	Land	Buildings	Exemptions	Total

BUILDING PERMIT RECORD			
Date	Number	Amount	Purpose

LAND VALUE COMPUTATIONS						
Frontage	Depth	Unit Value	Depth Factor	Actual Value	True Value	Tax Value

PROPERTY FACTORS			
Topography	Improvements	St. or Rd.	District
Level	Water	Paved	Static
High	Sewer	Semi-Improved	Improving
Low	Gas	Unimproved	Declining
Rolling	Electric	Sidewalk	Blighted Area
Swampy	All Utilities		

CLASSIFICATION	NO. OF ACRES	RATE	Actual Value	True Value	Tax Value
Tillable Land					
Woodland					
Pasture					
Wasteland					
Homesite				150,000	
	<i>10</i>		15,000	200,000	
Total Acreage	<i>100</i>		20,000	2,000,000	
Total Value Land			150,000		100,000
Total Value Buildings			2,565,700	2,565,700	1,282,850
Total Value Land & Buildings			2,715,700	2,000,000	

2,000,000
2,715,700 *1,382,850*

Augustus House

1467

30x4

PRINCIPAL BUILDING DESCRIPTION

BUILDING CLASS: 1530

OBSERVED PHYSICAL CONDITION: Good Normal Fair Poor Actual Age: _____ Effective Age: _____

TYPE AND USE: 3) ROOF

Roof Construction: _____
 Roofing: Wood Steel Deck

7) ELECTRIC WIRING
 Conduit Power Wiring

8) HEATING
 Hot Air: _____
 Pipeless Grav. Forced
 Fan Units _____

4) FLOORS
 Floor Construction: _____ Floors: _____

9) BASEMENT
 None Full Height

STRUCTURAL FRAME
 Wood Steel Conc.

Concrete on Grade Partial: _____ Sq. Ft.
 Reinforced Concrete _____ Finished _____ Sq. Ft.

Finish Flooring: 1st 2nd Above _____ Floor: Dirt Wd. Conc. _____

Wood or Equiv. _____ 10) AIR CONDITIONING
 Other _____ Washed _____

5) INTERIOR FINISH
 Refrigerated 16076

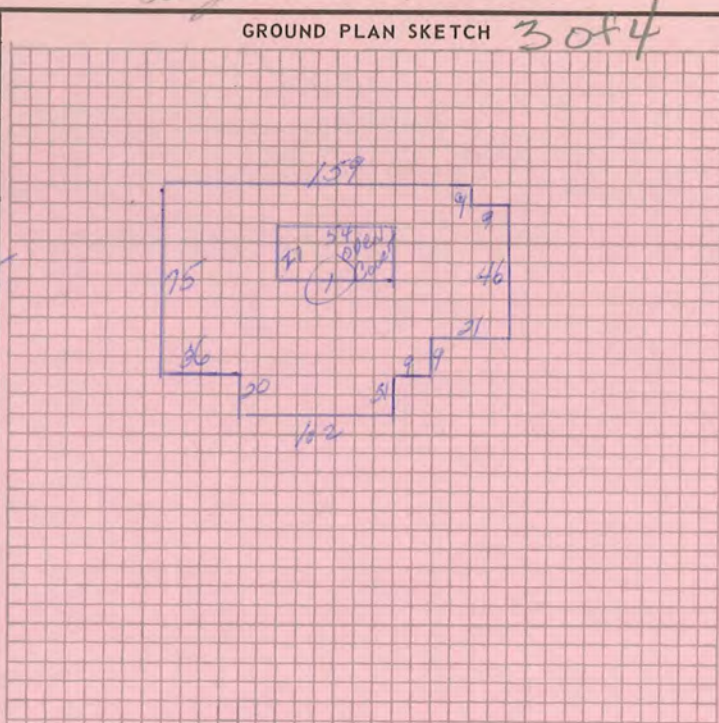
Developed Area: (sq. Ft.) _____ Full floor area _____
 Apt. Area _____ No. of floors _____

1) FOUNDATION
 Masonry No. Units: 9 No. Rms: 10 Partial: Floor area _____
 Wood or Black Piers _____ Office Area: _____

2) EXT. WALL CONSTR.
 Type: _____ Sprinkler (Fir. area) _____
 Fire Hose Stat: No. _____ Size _____
 Type: _____ Fire Pumps _____

12) BLDGS. ELEVATORS
 Partitions _____ Lin. Ft. _____ Hgts. _____
 Wood Stud _____ Type _____ Number _____ Cap. _____ Floors _____
 Plas _____ Side _____ Passenger _____
 Masonry _____ Freight _____

6) PLUMBING
 Utility Connections: _____ Inc. to Land _____
 Sewer _____ Water _____ Inc. to Bldg. _____
 Fixtures: Single _____ Cap. Rate _____
 2 Fixt. _____ Bldg. Value _____
 3 Fixt. 10 _____



BUILDING VALUE CALCULATION

ITEM NO.	AREA OR QUAN.	UNIT COST	TOTAL
Base	14013	1210	168156
ADDITIONS AND DEDUCTIONS			
9R	14013	.75	10509
9B	14013	1.55	- 21717

2) EXT. WALL CONSTR. (continued)

Wood: Lined Unlined Brick Concrete Blk. Stone Concrete Corr. Iron Other

Other Area: RECREATION

Firewalls _____

11) FIRE PROTECTION
 Type: _____

Store Fronts: (Lin. feet) Wood or Low Cost metal set _____ Ave. grade metal set _____ Good grade metal set _____

NOTES: (6) 2 Public Bathrooms As Per Specifications

BUILDING AREA CALCULATIONS

Floor or Part	Width	Length	Area	Height	Cubic Feet
	36	75	2700		
	102	95	9690		
	21	46	966		
	9	9	81		
	9	64	576		
Total Area			14013	Total Cube	

REPLACEMENT COST 170956

Cost Factor 156

Replacement Cost 266691

DEPRECIATION AND OBSOLESCENCE

DEPRECIATION

a. Effective Age Depr. 10 %

b. Observed Physical Cond. %

c. Net Condition 90 %

OBSOLESCENCE

d. Overimprovement %

e. Underimprovement %

f. Other %

g. Net Condition %

h. FINAL NET COND. %

WALL RATIO CALCULATION

Ground Area	Perimeter	Wall Ratio

SUMMARY OF APPRAISED VALUE

Principal Building Value 246000

Accessory Building Value _____

TOTAL BUILDING VALUE _____

DESCRIPTIONS, REPLACEMENT COST AND APPRAISAL OF ACCESSORY BUILDINGS

Bldg. Ident.	Class No.	Dimensions (Width, Depth, Height)	Foundation	Floor	Roof	Walls	Missing Wall	Heat	Light	Plbg.	Age	Area	Unit Cost	Adds and Deducts	Replacement Cost	Net Cond. %	Net Appraisal	Accessory Building Value

TOWNSHIP OF NORTH BRUNSWICK

Map	Block	Lot	Lot-Size or Acreage	Blk 143	CARD _____ OF _____
71	143	24-1	<i>93.8 acres</i> 100 Acres	Lot 24-1 Fidelity Union Trust	

Legal Description

NOTES:

1980
Combined
90 acres
10 formerly exempt
100 (ON 40000 ASSES)
1980
Jan 15,000
July 2,565,700
2,715,700 (AA 9 mo)
AA 1980

Owner's Name	Address	Date	Deed Book	Page No.	Remarks
1 Fidelity Union Trust Co.	765 Broad St., Newark, N. J.	3-7-80	3135	888	<i>10,200,000</i> 10,200-
2					
3					
4					
5					
6					
7					
8					
9					
10					

ASSESSMENT RECORD				
Year	Land	Buildings	Exemptions	Total

BUILDING PERMIT RECORD			
Date	Number	Amount	Purpose

LAND VALUE COMPUTATIONS						
Frontage	Depth	Unit Value	Depth Factor	Actual Value	True Value	Tax Value

PROPERTY FACTORS				
Topography	Improvements	St. or Rd.	District	
Level	Water	Paved	Static	
High	Sewer	Semi-Improved	Improving	
Low	Gas	Unimproved	Declining	
Rolling	Electric	Sidewalk	Blighted Area	
Swampy	All Utilities			

CLASSIFICATION	NO. OF ACRES	RATE	
Tillable Land			
Woodland			
Pasture <i>1981 sub</i>			
Wasteland <i>Dr</i>	<i>93.8</i>	<i>15000</i>	<i>1,407,000</i>
Homesite			
Total Acreage	<i>100</i>	<i>15000</i>	<i>1,500,000</i>
Total Value Land		<i>1,407,000</i>	<i>1,500,000</i>
Total Value Buildings		<i>2,323,500</i>	<i>2,565,700</i>
Total Value Land & Buildings		<i>3,730,500</i>	<i>4,065,700</i>

**DIFFERENTIATED CASE MANAGEMENT PILOT PROGRAM
CASE INFORMATION STATEMENT (CIS-LP)**

To be attached to FACE of complaint (Type or Print)

Address of Attorney (List your address if you are not represented by an attorney):

**Bruce J. Stavitsky, Esq.
Stavitsky & Associates LLC
341 Broad Street
Clifton, New Jersey 07013**

Phone Number: 973-594-9292

A. Please check ONE of the following case types and the filing fee:

- | | |
|---|--|
| <input type="checkbox"/> Direct Appeal | <input type="checkbox"/> Added or Omitted Assessment |
| <input checked="" type="checkbox"/> Appeal from County Tax Board Judgment | <input type="checkbox"/> Farmland Qualification |
| <input type="checkbox"/> Correction of Error | <input type="checkbox"/> Farmland Rollback |
| <input type="checkbox"/> Exemption | <input type="checkbox"/> Other |

NOTE: In order to proceed in the Small Claims Division, the property at issue must be a class 2 property (1-4 family residence) or a class 3A farm residence.

Filing Fee submitted \$ 200.00 Check/other _____ Atty Charge Acct. # 141954

B. Fill in the following for all cases:

1. Plaintiff: First States Investors

Defendant: North Brunswick Township

2. County: Middlesex Block 143 Lot 24.04 Qual _____

3. Assessment year in contest: 2009

4. Property Address: 100 Fidelity Plaza-Rt 1

5. Property Type: (check one)

- | | |
|---|--|
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Vacant Land |
| <input type="checkbox"/> 1-4 Family Residence (class 2) | <input type="checkbox"/> Multi-Unit Residential (over 4 Units) |
| <input type="checkbox"/> Farm Residence (class 3A) | <input type="checkbox"/> Farmland |
| <input checked="" type="checkbox"/> Commercial | <input type="checkbox"/> Other |

6. Is plaintiff the: Owner Tenant _____ Other _____ ?

7. Is an exemption claimed? Yes _____ No Type: _____

• **If more than one assessed property is included in the complaint, are they contiguous AND in common ownership? ___ Yes ___X___ No (Attach individual Case Information Statements for each separately assessed parcel. If multiple condominium units, attach the CONDOMINIUM/MULTIPLE ASSESSMENT SCHEDULE.)**

C. Fill in the following for all Case Types except Farmland Rollback:

- The original assessment for the year set forth in No. 3 above:

Land	\$	9,443,800
Improvements		4,756,200
Exemption		
Total		14,200,000

- County Tax Board assessment for the year set forth in No. 3 above:

Land	\$	_____
Improvements		_____
Exemption		_____
Total		_____

D. Fill in the following only for Farmland Rollback:

Year	Non-Qualified Assessed Value	Qualified Assessed Value	Assessment Subject to Rollback

E. Fill in the following only for an Added Assessment:

- Said property is the subject of an added assessment for the assessment year _____ as follows:

ORIGINAL ASSESSMENT:

Improvements \$ _____
 Prorated Assmt. _____
 for _____ months

COUNTY TAX BOARD JUDGMENT:

Improvements \$ _____
 Prorated Assmt. _____
 for _____ months

Fill in the following only for an Omitted or Omitted/Added Assessment:

- Said property is the subject of an _____ assessment for the assessment year _____ as follows:

ORIGINAL ASSESSMENT:

Land \$ _____
 Improvements \$ _____
 Prorated Assmt. _____
 for _____ months

COUNTY TAX BOARD JUDGMENT:

Land \$ _____
 Improvements \$ _____
 Prorated Assmt. _____
 for _____ months

- Do you or your client have any needs under the Americans with Disabilities Act?
 _____ Yes No If yes, please identify any requirements or accommodations you may require under the Americans with Disabilities Act.

- Will an interpreter be needed? _____ Yes No
 If yes, for what language: _____

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Dated 3/22 2010 Signed [Signature]

143-2404

First States Investors DB I SP, LP

A division of
Gramercy Capital Corp.

610 Old York Road P: 215.887.2280 www.gtkc.com
Jenkintown, PA 19046 F: 215.887.9856

FACSIMILE TRANSMITTAL SHEET

TO:

FROM:

Diane Walker
Tax Assessor

Faith McKee

Email: Faith.McKee@gtkc.com

Office:

Cell:

COMPANY:

DATE:

North Brunswick Township

February 20, 2012

FAX NUMBER:

TOTAL NO. OF PAGES INCLUDING COVER: 6

732-214-8812

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

732-247-0922 ext465

3443

YOUR REFERENCE NUMBER:

143-2404

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

Dear Ms. Walker,

Please change the mailing address for the following parcel:

Block/Lot
143/24.04

Property Location
100 Fidelity Plaza-Rt 1

to:

c/o Gramercy Realty
PO Box 961025
Ft Worth, TX 76161-0025

Thank you in advance for you time and effort.

Sincerely,

Faith McKee
Accountant
Authorized Agency for First States Investors DB I SP, LP

PS. I'm hoping you will accept a fax rather than a mailed letter. If not, please contact me via phone, fax or e-mail and I will mail a letter.

143-24.02, 24.03, 24.05

Alaina Wysocke

From: Priti Halbe <accounting@AALKB.com>
Sent: Wednesday, July 22, 2020 3:16 PM
To: TWPNBtaxassessor
Subject: Change in Billing address

Good afternoon,

Please change mailing/billing address for the following:

Block/Lot/Qual: 143. 24.02

Property Location: 100 FIDELITY PLAZA-RT1

Owner Name: NORTH BRUNSWICK BUSINESS PARK LLC

Old address: 1551 SOUTH WASHINGTON AVE, SUITE 402A, PISCATAWAY NJ 08854

New address: 371 Hoes Lane, Suite 201, Piscataway, NJ 08854

Block/Lot/Qual: 143. 24.03

Property Location: ROUTE 1 JUGHANDLE

Owner Name: NORTH BRUNSWICK BUSINESS PARK LLC

Old address: 1551 SOUTH WASHINGTON AVE, SUITE 402A, PISCATAWAY NJ 08854

New address: 371 Hoes Lane, Suite 201, Piscataway, NJ 08854

Block/Lot/Qual: 143. 24.05

Property Location: 300 FIDELITY PLAZA-RT1

Owner Name: NORTH BRUNSWICK BUSINESS PARK LLC

Old address: 1551 SOUTH WASHINGTON AVE, SUITE 402A, PISCATAWAY NJ 08854

New address: 371 Hoes Lane, Suite 201, Piscataway, NJ 08854

Regards,

Priti Halbe, Accounting

AALKB Family LP.

Email: Accounting@aalkb.com

Phone: 732-249-2821 Fax : 732-909-2196

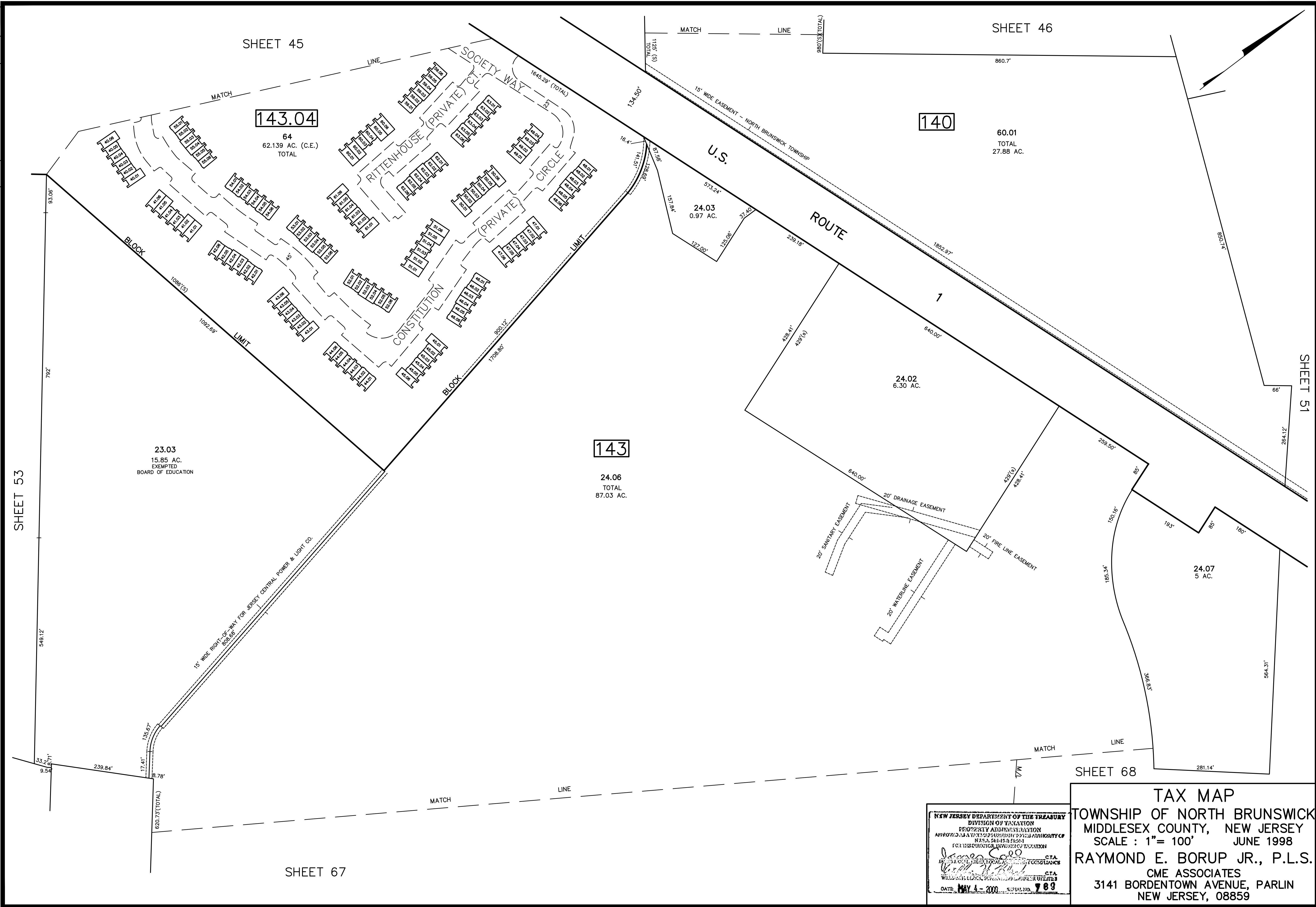
WE'VE MOVED. PLEASE NOTE OUR NEW ADDRESS.

371 Hoes Lane, Suite 201, Piscataway, NJ 08854

Block: 143		Lot: 24.06		Qual:		Old Id: 143-24.05					
Owner	SPG 100 FIDELITY PLAZA LLC			Property	100 FIDELITY PLAZA-RT1						
Address	100 FRONT ST STE 350			Class	4A						
City, State	WEST CONSHOHOCKEN, PA			Bldg Desc	WACHOVIA PLAZA						
Zip	19428			Year Built	1967						
Land Value	4,760,000			Land Dimension:	87.03 AC						
Improv Value	831,000			Tax Account:	270268SF						
Exemption	0			Additional Lot 1:							
Net Value	5,591,000			Additional Lot 2:							
				Zoning:	OR						
				Tax Map Page:	52						
				Square Foot Living Area:							
<u>Sale History</u>			<u>Exemptions</u>				<u>Prev Assessment History</u>				
<u>Date</u>	<u>Book-Page</u>	<u>Amount</u>	<u>Exemption</u>	<u>Amount</u>	<u>Term</u>	<u>Expires</u>	<u>Year</u>	<u>Class</u>	<u>Land</u>	<u>Improve</u>	<u>Net</u>
04/20/23	19197-1899	14,840,000					2023	4A	4,760,000	831,000	5,591,000
07/14/20		1					2022	4A	4,760,000	831,000	5,591,000
03/31/08		10					2021	4A	4,760,000	831,000	5,591,000
09/22/04		12,978,624					2020	4A	4,910,000	881,000	5,791,000
10/13/99		77,500									
03/07/80		10,200,000									
<u>Deductions</u>											
Senior Citizen	0										
Veteran	0										
Widow	0										
Surviving Spouse	0										
Disabled Person	0										

APPENDIX C: TOWNSHIP TAX MAPS SHEETS 52, 67, AND 68

1/2021	BLK143 L24-05 SUBDIVISION	R.R.	CHK.
1/2019	BLK143 L24-02,24-04 REVISED TO AGREE W/P 486, 1400 DOT TAKING	R.R.	
	DESCRIPTION		



NEW JERSEY DEPARTMENT OF THE TREASURY
 DIVISION OF TAXATION
 PROPERTY ADMINISTRATION
 APPROVED AS A TRUE AND CORRECT COPY OF THE ORIGINAL
 FOR THE DIRECTOR, DIVISION OF TAXATION
James S. ... C.T.A.
... C.T.A.
 DATE: MAY 4 - 2000 ... 789

TAX MAP
 TOWNSHIP OF NORTH BRUNSWICK
 MIDDLESEX COUNTY, NEW JERSEY
 SCALE : 1" = 100' JUNE 1998
RAYMOND E. BORUP JR., P.L.S.
 CME ASSOCIATES
 3141 BORDENTOWN AVENUE, PARLIN
 NEW JERSEY, 08859

REV.	BY	DESCRIPTION
1/2021	R.R.	BLK 143 L24.05 SUBDIVISION
1/2019	R.R.	ADDED BLK 239 L12.13 DRAINAGE EASE
2/2016	R.R.	REVISOR'S OFFICE REVISED PER COMMENTS & MAPS
5/2009	R.R.	BLK 242 L14 EASE ADDED
3/2008	R.R.	BLK 238 LOTS 7,5 SUBDIV
4/2004	R.R.	BLK 143 LOTS 26, 27 DOT TAKING
	REVISED	

SHEET 53

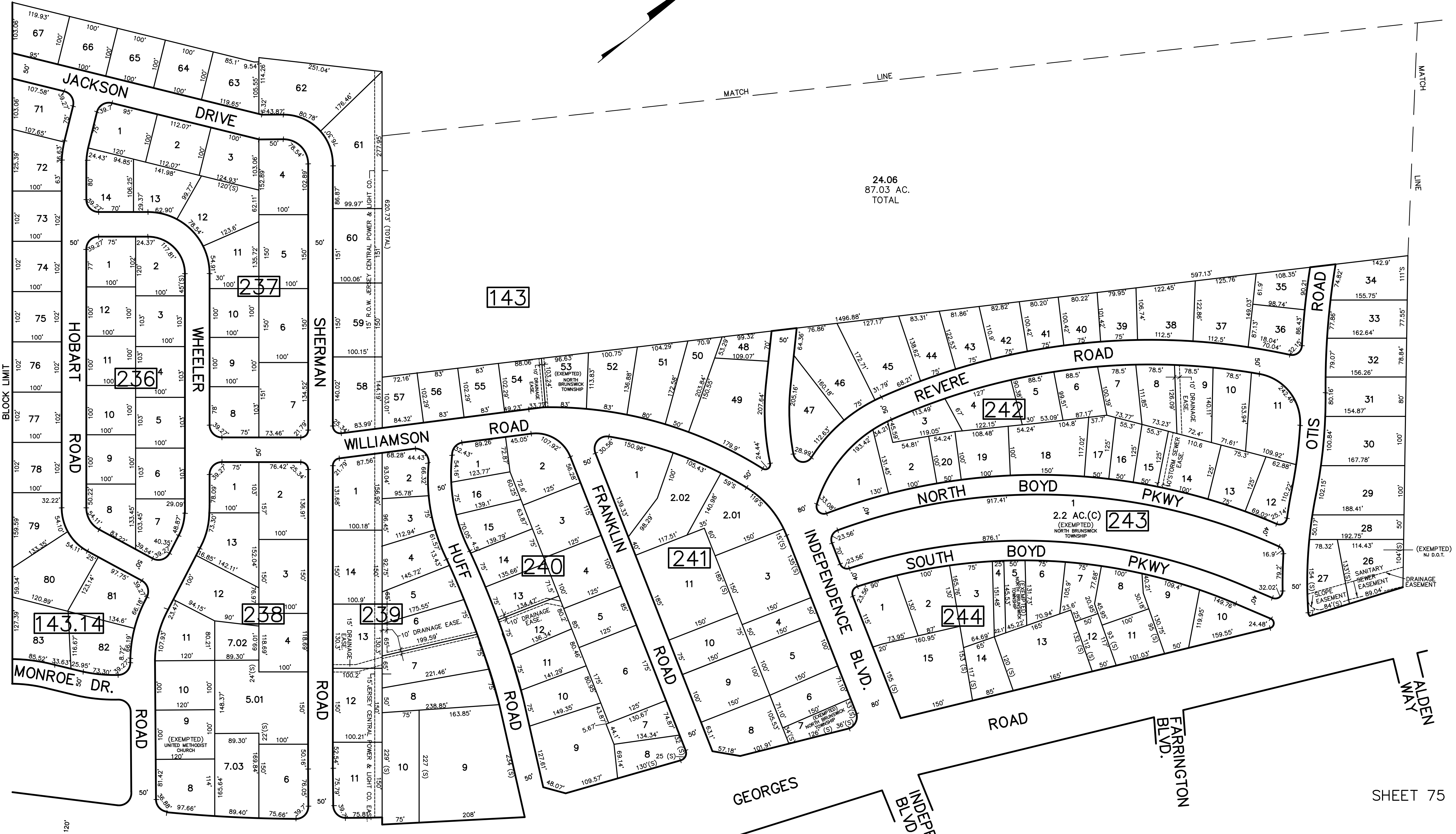
SHEET 52

SHEET 66

SHEET 68

SHEET 75

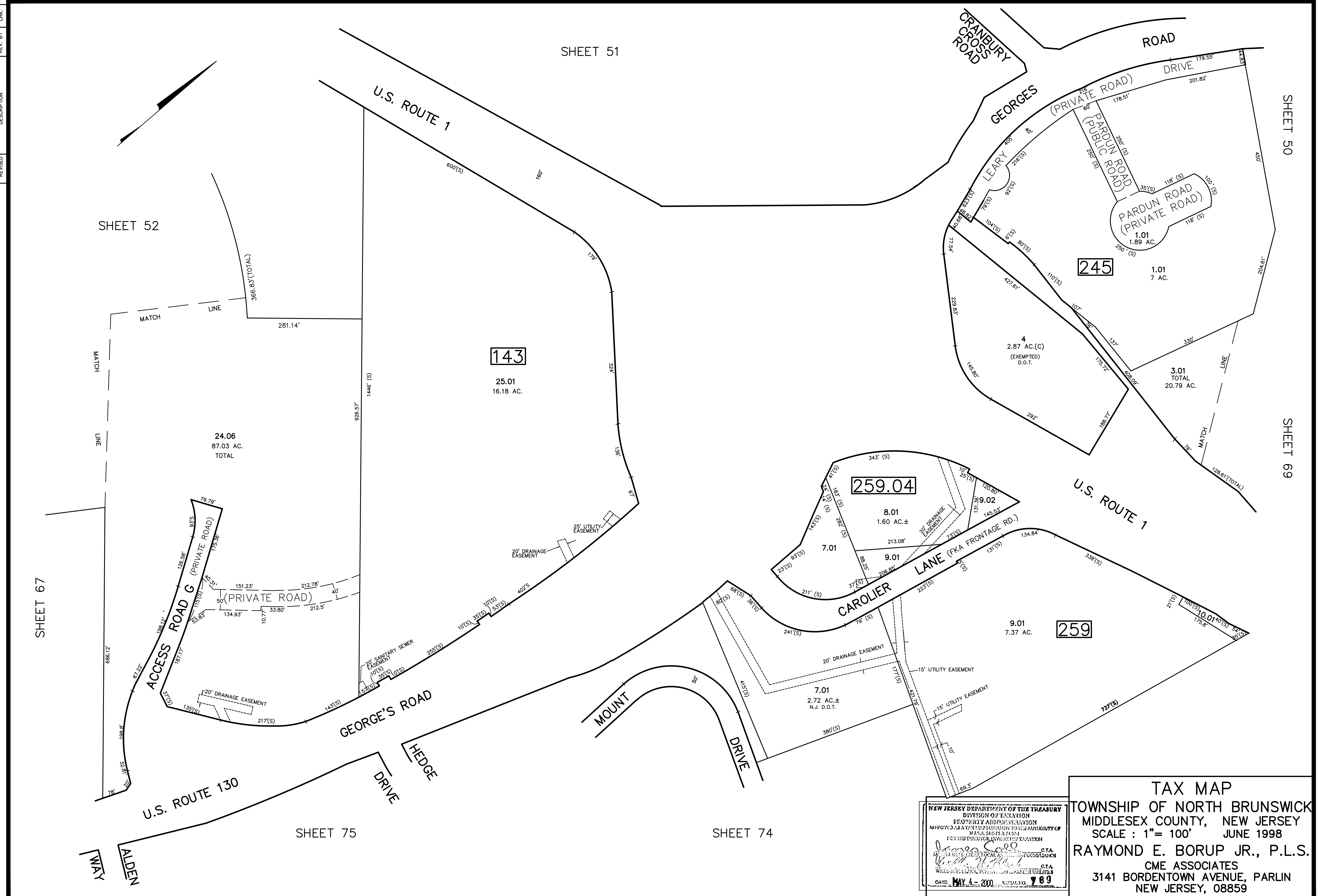
SHEET 76



NEW JERSEY DEPARTMENT OF THE TREASURY
 DIVISION OF TAXATION
 GEOGRAPHIC INFORMATION SYSTEMS SECTION
 APPROVED AS TAKING EFFECT BY THE AUTHORITY OF
 N.J.S.A. 17:27 & 17:28
 FOR THE DIRECTOR, DIVISION OF TAXATION
James S. ... C.T.A.
... C.T.A.
 DATE: MAY 4, 2000 SUPPL. NO. 989

TAX MAP
 TOWNSHIP OF NORTH BRUNSWICK
 MIDDLESEX COUNTY, NEW JERSEY
 SCALE : 1" = 100' JUNE 1998
 RAYMOND E. BORUP JR., P.L.S.
 CME ASSOCIATES
 3141 BORDENTOWN AVENUE, PARLIN
 NEW JERSEY, 08859

REVISED	DESCRIPTION	REV. BY	CHK.
1/2021	BL 143 L24.05 SUBDIVISION FRONTAGE RD. CHG TO CAROLIER LA	R.R.	
3/2011	EASE. ADDED TO UTILITY EASEMENTS	R.R.	
4/2006	BL 259 L09.01 CHG TO BLK 143 LOTS 24, 25 & BLK 245 LOTS 1, 2 & BLK 259 LOTS 10, 11, 12 & D.O.T. TAKING	R.R.	
4/2004	D.O.T. TAKING	R.R.	



SHEET 67

SHEET 52

SHEET 51

SHEET 50

SHEET 69

SHEET 75

SHEET 74

NEW JERSEY DEPARTMENT OF THE TREASURY
 DIVISION OF TAXATION
 PROPERTY ADMINISTRATION
 APPROVED AS A MAP SUBMITTED TO THE AUTHORITY OF
 N.J.A.C. 17:27 & 17:28
 FOR THE DISTRICT OF MIDDLESEX COUNTY
 DATE: MAY 4 - 2000 SERIAL NO. 989

TAX MAP
 TOWNSHIP OF NORTH BRUNSWICK
 MIDDLESEX COUNTY, NEW JERSEY
 SCALE : 1" = 100' JUNE 1998
 RAYMOND E. BORUP JR., P.L.S.
 CME ASSOCIATES
 3141 BORDENTOWN AVENUE, PARLIN
 NEW JERSEY, 08859

**APPENDIX D: NORTH BRUNSWICK TOWNSHIP PLANNING RECORDS FOR BLOCK 143, LOT
24.06**

**NORTH
BRUNSWICK,
TOWNSHIP OF
(PLANNING AND ZONING DEPT.)**



LDS NOB-PZ. 10601224

Boy Scouts of America

File 058

Appl. SP-22

#258

NAME BOY SCOUTS OF AMERICA

APPL. # SP-22 DATE 10-4-71

BLOCK 59 LOT(S) 4102 - (2) 410-1

U.S. Half #1

Appl. Class.	App. Den.	Date	Fee Paid
T.A.			
F.A.			
S.F.A.			

RESOLUTION

IT IS HEREBY RESOLVED by the Planning Board of the Township of North Brunswick on this 11th day of October, 1971, that in accordance with the provisions of Section 4.50; et seq.; of the Township Zoning Ordinance, Site Plan Approval is hereby granted to Application #SP-22, of Boy Scouts of America, Inc., to erect a water fowl blind on the property known as Lots 41D-2 and (Part) 41D-1 in Block S-5, located on U. S. Highway #1, in accordance with the Site Plan Sketch prepared by George E. Lewis, Architect, under revised date of October 7, 1971, submitted and on file in the office of the Secretary of the Planning Board.

Roll Call Vote

Those in favor: Messrs. Genito, Triarico, Friday, Gilbert and Kuhlman;
Mrs. Dambach
Opposed : None
Absent : Messrs. Canonico and Dailey

**NORTH
BRUNSWICK,
TOWNSHIP OF
(PLANNING AND ZONING DEPT.)**



LDS NOB-PZ 10601318

HERALD LYNCH COMPUTER
FILE # 870

TOWNSHIP OF NORTH BRUNSWICK

PLANNING BOARD _____ X _____
BOARD OF ADJUSTMENT _____

APPLICATION FOR SITE PLAN APPROVAL

Application No. _____

File No. _____

Planned Office _____

Zone Park Development _____

(212)

Telephone No. 766-5210

Applicant MERRILL LYNCH PIERCE FENNER & SMITH, INC.

Address 165 Broadway, 50th Floor, One Liberty Plaza, New York, NY 10080

Name & Address of individual to whom correspondence should be directed:

Mr. James C. Coverdale, c/o The Richardson Corporation

Smith Bridge Road., P.O. Box 173, Chester Heights, PA 19017

Telephone No. (215) 459-2814

Type of construction proposed Building addition, street, curb, sidewalk & similar

Nature of business to be conducted in proposed building site work

Computer & Data Processing Facility

Block 143 Lot Portion of Lot 24

Street location of property Rt. 1, North Brunswick, NJ

Area of property (in square feet or acreage) 6.50 acres

Square footage of building(s) 9,858 s.f. addition; 16,416 s.f. (existing building)

Fee paid \$ _____

MERRILL LYNCH PIERCE FENNER & SMITH, INC.
Name of Owner 165 Broadway, 50th Fl.
One Liberty Plaza, New York, NY 10080
Address _____

Signature of Owner

NOTICE: This application must be typewritten, filed within 65 days of the decision of the Zoning Officer, together with a fee of \$ _____. Please make check payable to the TOWNSHIP OF NORTH BRUNSWICK.

APPLICATION FOR VARIANCE

 BOARD OF ADJUSTMENT
 X PLANNING BOARD

File # _____
Sub. Appl. # _____
Site Plan Appl. # _____
Var. Appl. # _____

Dated: April 2 1980

This petition of Merrill Lynch, Pierce, Fenner & Smith Incorporated shows that on or about the 25th day of March, 1980, an application to the Zoning Officer of the Township of North Brunswick for the purpose of (describe intended action) constructing an addition to an existing building and using the expanded building for a Computer and Data Processing Facility, on the premises located at (street address) Route 1, North Brunswick, New Jersey, Block 143 / Lot 24, as shown on the Municipal Tax Maps and owned, or optioned, by the applicant was made; that after due consideration the Zoning Officer did on the 31st day of March, 1980, determine that the application does not conform to the Zoning Ordinance of the Township of North Brunswick as follows:
The facility will have a lesser number of off-street parking spaces than appears to be required by Section 145-100(B)(4) of the North Brunswick Township Land Use Ordinance. The Ordinance appears to require 133 spaces; the applicant is proposing to install 51 spaces. The variance is, therefore, for 82 spaces.

Applicant, feeling aggrieved at the action of the Zoning Officer, files this appeal to your Board and respectfully requests the Board as empowered under the Municipal Land Use Law, Chapter 291, Laws of New Jersey 1975 and under the Zoning Ordinance of North Brunswick to:

(check the following action that will apply to your case)

- A. Review decision by Zoning Officer which the petition claims was in error.
- B. Hear and decide requests for interpretation of the map or Zoning Ordinance or other special questions.
- X C. Hardship
- D. Use
- Take action other than above (specify) _____

Applicant is requesting the variance for the reasons which follow:
(If described at length, attach statement). Given the nature of the proposed use and the number of employees involved, the proposed Computer and Data Processing Facility does not need more than 51 off-street parking spaces. To provide more spaces than is needed will result in the unnecessary loss of open space and impose an undue hardship on the applicant.

and requests that action of the Zoning Officer be reversed or modified as facts may be determined; and Applicant further requests that a day be set for hearing this appeal.

Has there been any previous appeal involving these premises? NO

If so, state dates of filing, character of appeal and disposition:

(This form to be accompanied by all pertinent forms, applications, plans and documents as required by ordinance and by regulation of the Board and which are herewith made a part of this application.)

Dated: April 2 1980

NAME OF OWNER Fidelity Union Trust Co.

ADDRESS Fidelity Plaza, CN 2101

North Brunswick, N.J.

Sworn to and subscribed before me
this day of 19

Notary Public

Signature of Petitioner (if owner)

If petitioner is not owner of the property described above, state condition of interest or equity in the property (contract purchaser) and petitioner declares that he acts in this case as the representative of the owner.

Merrill Lynch, Pierce, Fenner & Smith
Incorporated

By: Michael A. Woodard
Signature of Petitioner

Fidelity Union Trust Co.

By: [Signature]
Signature of Owner

Sworn to and subscribed before me
this day of April 1980

Notary Public

MARLENE C. MONDINO
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 12, 1980

R E S O L U T I O N

WHEREAS, the Applicant, Merrill Lynch, has applied for site plan and variance approval of property known as Lot 24, Block 143, located along U.S. Highway Route One; and

WHEREAS, the Applicant has requested a variance from Article XXIV, Section 145-100, Number of Parking Spaces; and

WHEREAS, the Board, after due and careful consideration of all the testimonies and evidence presented and a review of all the facts presented, in connection with the application, has made the following findings of fact:

1. The subject premises are in a G.O. Zone, General Office Zone,
2. The Applicant seeks site plan approval to construct a computer center office building on the subject premises,
3. The premises will be located on a lot consisting of 6.5 acres which was recently subdivided by Fidelity Union Trust,
4. The Applicant is also seeking a variance from the required amount of parking spaces which is 133 spaces,
5. The Applicant has shown that the intended site will be a computer center in which he expects no more than twelve (12) to twenty (20) people working during one time shift,
6. The Applicant's proposal to erect 48 parking stalls and three (3) handicap parking stalls will adequately meet the needs of the limited number of workers using the computer center,
7. The Applicant has shown that the computer center will only generate traffic from its employees and will have only limited use from visitors and deliveries,
8. The Applicant has demonstrated that a hardship does exist by the unique topographical location and size of the subject premises with relationship to the present zoned use.
9. The Board has determined that the granting of the variance will be without substantial detriment to the public good.

WHEREAS, the Board has made the following ultimate findings and conclusions based upon the foregoing findings of fact:

1. That the granting of the site plan and variance will be without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and zoning ordinance.
2. That the Applicant has demonstrated that a hardship does exist as required by statute.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of North Brunswick on this 29th day of April, 1980, that site plan approval is hereby granted to the Applicant in accordance with the site plan entitled "Site Plan of Computer Center of Merrill Lynch" prepared by Abbington-Ney Associates, Thomas Krakow, Engineer, dated March 28, 1980;

BE IT FURTHER RESOLVED, by the Planning Board of the Township of North Brunswick, that on the basis of the evidence adduced and the aforesaid findings of fact, a variance is hereby granted as to the amount of parking spaces:

BE IT FURTHER RESOLVED, by the Planning Board of the Township of North Brunswick, that the aforesaid site plan and variance approval is contingent upon the following:

1. Prior to any further development on the Fidelity Union Bancorporation site, a master drainage plan must be submitted to the Planning Board for review and approval.
2. The site improvements to be undertaken as part of this site plan approval shall include the recommendations of the applicant's engineer as contained in his evaluation dated April 17, 1980 regarding drainage.
3. Prior to the issuance of a construction permit for the proposed addition, the applicant shall obtain an access permit from the New Jersey Department of Transportation and submit such document to the Planning Board Secretary.

ROLL CALL		
	YES	NO
CANONICO	<i>Present</i>	
KOREWJ	<i>Present</i>	
SETHIAN	<i>1st</i>	
KUSHMAN	<i>2nd</i>	
PULIHO		<input checked="" type="checkbox"/>
NEOLA	<i>Present</i>	
KELLEN	<i>Absent</i>	
VITANZA		<input checked="" type="checkbox"/>
ZORNI		<input checked="" type="checkbox"/>

I, Audrey L. Kuker, Secretary of the Planning Board of the Township of North Brunswick, do hereby certify that the above is a true and correct copy of the resolution adopted at a Special Meeting of the Planning Board of the Township of North Brunswick on April 29, 1980.

Audrey L. Kuker
AUDREY L. KUKER, Secretary

Memorialized May 12, 1980



State of New Jersey
DEPARTMENT OF TRANSPORTATION

LOUIS J. GAMBACCINI
COMMISSIONER

1035 PARKWAY AVENUE
P.O. BOX 101
TRENTON, NEW JERSEY 08625

IN REPLY PLEASE REFER TO

Permittee's Name
Merrill Lynch Pierce Fen

Type of Permit & Smith
Access

Permit Number
A-1-3-53-80

Route Number
1

Municipality

No. Bruns.

County

Middlesex

Control Section
1201

May 20, 1980

All work has been completed for which the permit cited above was issued and is ready for final inspection.

Permittee's Signature

Date

PLEASE SIGN AND FORWARD TO THE ADDRESS BELOW UPON COMPLETION OF THE PROJECT.

N.J. DEPT. OF TRANSPORTATION
CONSTRUCTION & MAINTENANCE
REGION 1
2750
TRENTON, NEW JERSEY 07731
PHONE 261-2000
EXT. 218

CHECK NO. 018-26993
DATE
RECEIVED 5/20/80

PERMITTEE:

Merrill Lynch Pierce Fenner & Smith, 165 Broadway St.

New York New York 10080
(City) (State) (Zip Code)

You are hereby granted permission to perform the necessary grading, and to construct within the Department's right of way in accordance with the attached plan one driveways to Computer Operations Center

situate 2,100 Feet west of the intersection of Rt. 1 & Rt. 130
(Direction) (Street, Stream or Milepost)

THIS PERMIT AUTHORIZES:

1. The construction of one driveway located and constructed as shown on the approved plans.
2. The area between the curblineline and the right of way line is to be maintained by the property owner.
3. The attached conditions, which must be signed by the permittee on the bottom of each sheet, are part of this permit and must be adhered to.

Approved plans for the above mentioned project are attached hereto and made a part hereof are entitled: "Site Plan of Merrill Lynch, Pierce, Fenner & Smith, Inc., Situated in North Brunswick Township, Middlesex County, N.J.," sheets 1 of 5, dated 3/14/80, revised 5/12/80, drawn by Abbington-Ney Assoc.

I, we, the undersigned, herewith agree to accept and comply with the following:

The permit is for designated purpose only. If use of land changes, new permit must be requested.

On new construction or betterment projects, driveways that serve residential or business establishments that have been disturbed or redesigned will be reconstructed by the Department without cost to property owner.

The cost of construction work and material will be entirely at the Permittee's expense. The Department will not share in any expense whatsoever or do any construction work pertaining to access driveways.

The terms and conditions setforth in this permit to construct the access driveway or driveways at the above location and as shown on the attached plan.

All construction work authorized herein will conform with the rules and regulations of the New Jersey Department of Transportation as set forth in the Manual on Control of Access Driveways and conditions included herein and on the reverse side of this form.

All work will be done to the satisfaction of the Department.

No changes or alterations to driveways may be made at any time without written permission from the N.J.D.O.T.

No work in connection with this permit will be started until it is approved and issued. Notice will be given to the appropriate Region office 24-hours prior to commencing work.

After the construction work under this permit is completed, I shall notify the Region office that the work has been completed and is ready for final inspection and approval, by the Department.

Enclosed is the required fee, in the amount of \$ 50.00 payable to the New Jersey Department of Transportation.

If a permit is granted, I or we, agree to comply with the rules and regulations of the New Jersey Department of Transportation as set forth in the Manual on Control of Access Driveways and the conditions included therein and on the reverse side of this form. In addition, I or we understand that N.J.S.A. 27:7-44.1 makes any violation of the provisions of the permit subject to a fine (Not exceeding \$100 per day) and civil action for the costs of prosecution as well as civil action for trespass to remove any non-conforming access.

Address all correspondence and notifications to:

5/20/80
(Date)

Leticia D'Amico
(Applicant)

cc: Dettmer, 310, Cerenzo

DO NOT WRITE BELOW

This permit is granted subject to the covenants, premises, terms and conditions set forth herein and made a part of this revocable permission or privilege. A copy with the supporting plan shall be available on the site until the project is completed.

PERMIT NO. A-1-3-53-80 APPROVED BY R.C. Weber
DATE May 20, 1980 TITLE Regional Maintenance Engineer

PROTECTION FROM SUITS

The permittee shall indemnify and save harmless the State of New Jersey its officers, employees and agents against all suits and costs of every name and description and from all damages including claims allowed by the Legislature and charged to the Budget of the Department of Transportation.

PROTECTION OF THE GENERAL PUBLIC

The permittee shall properly safeguard all work performed under permit and when necessary, maintain sufficient warning lights, department approved signs and safety devices for the protection of the general public until the project has been completed.

PROTECTION OF STRUCTURES AND DRAINAGE

There shall be no interference with structures on, over or under the highway. Interference with drainage installations must be avoided. The existing cross section and drainage of the highway shall not be disturbed. The longitudinal flow of water along the gutter line must not be interrupted. It shall be the responsibility of the owner to make adequate provision for all transverse, lateral and longitudinal drainage affected by his construction.

CURB DEPRESSIONS

Where it is necessary to depress existing curbs for the purpose of constructing entrance drives, the full section of curb shall be entirely removed and a depressed curb constructed in accordance with Department of Transportation Standards. The top of the depressed section shall be $1\frac{1}{2}$ inches higher than, and parallel to, the established gutter grade. The dimensions shall be 8" x 9" x 18" and the concrete proportions shall consist of one part Portland cement, one and three-fourths parts sand, and three and one-half parts crushed stone or washed gravel. Curved sections of existing curbs may not be broken or depressed except under very exceptional conditions.

DRIVES

Driveways shall be located and dimensioned on the prints attached. Generally, the Department recommends a width measured along the curb line up to 36 feet maximum. Exceptions may be made to this provision where the proposed driveway is to provide access for a large number of vehicles in a short period of time, taking into consideration frontage available, volume and speed of traffic, type of business and extraordinary physical characteristics. The standard slope of the sidewalk area is $\frac{1}{4}$ inch per foot rising from the top of the standard curb. The drives on highway property shall be improved with not less than six inches of a suitable material not inferior to crushed stone, slag, road gravel or cinders, measured after compaction.

SAFETY ZONES

Drives must be separated by a safety zone of a length satisfactory to the Department of Transportation and extend from the curb or shoulder line to the property line. The area must be raised six inches above the surface of the adjacent drives and seeded, sodded or otherwise improved in accordance with regulations. Some form of curbing or marking the safety zone is desirable. In order to prevent parking on the right-of-way and for convenience to the traveling public, a setback from the property line to the gasoline pump islands of 15 feet minimum is acceptable to the Department. The Department urges an adequate setback from the property line for restaurants, roadstands, and other structures to provide sufficient off-street parking.

MATERIALS AND WORKMANSHIP

Materials and workmanship used in construction affecting highway property shall be in accordance with the Department's Standard Specifications and are subject to inspection and approval of the Department of Transportation. Where conditions warrant, the Department may assign an inspector to the project at the expense of the permittee. The Department shall reserve the right to demand from the applicant as a condition of any permit, a bond or certified check in an amount sufficient to guarantee or insure the proper maintenance or restoration of the area disturbed.

SPECIAL CONDITIONS

This permit is subject to all local municipal ordinances, rules and regulations. The Department of Transportation may impose special conditions.

SIGNALIZED INTERSECTION:

The construction of a driveway at a signalized intersection usually necessitates, for proper operating of the facility, the installation of additional signal equipment. The Department shall determine the additional facilities required. All equipment shall be installed in accordance with the New Jersey Department of Transportation Standards and Specifications under Department supervision. At the request of the permittee, the Department will perform the signal modification. The cost of the signal modification work and all electrical equipment will be entirely at the permittee's expense.

ADVERTISING STRUCTURES

Advertising signs shall not be erected or overhang any portion of the Department of Transportation Right of Way. Small signs with the message "Enter", "In", "Exit", "Out", designating access, may be permitted on divided highways, if approved by the Department. Requests for said signs must be submitted with this application and indicated on the plans. Signs must be in accordance with all Department regulations including those for size, shape, and height.

ins permit canceled and supercedes any and all permits that may have been previously issued for this location.

3. All conditions of this permit are subject to modification by the Department of Transportation to suit any unforeseen traffic and/or field conditions.
4. If any serious problems develop as a result of violation of the permit conditions, State policy or specifications, an appropriate escrow check shall be immediately demanded of the permittee. Failure to provide such an escrow check on demand shall be just cause for the revocation of this permit.
5. Any time, at the judgment of the N. J. Department of Transportation, work authorized herein is not done in conformance with the conditions outlined, the Department will, after notification to the permittee, order the contractor to cease work and remove his equipment from State right-of-way.
6. (NC) The permittee shall be required to raise the safety zone (berm) eight (8) inches above the surface of shoulder, drives and parking areas. Ground cover shall consist of topsoil, fertilizer and seeding or topsoiling and sodding. No shrubs, gravel, railroad ties will be permitted.
7. (C) The permittee shall remove the existing curb to the nearest expansion joint and replace it with new standard and depressed curb conforming to the approved plan. Curb, apron, gutter or sidewalk shall not be poured monolithically. Depressed curbing shall not be constructed as an integral part of concrete ramps.
8. Depressed curb shall be constructed as a continuation of the (9 x 20) (9 x 18) white concrete vertical curb along the frontage. The curb returns (radii) shall be separated from the curb by means of a piece of 1/2" thick preformed filler butting to the back of the longitudinal curb.
9. All existing curb depression other than those covered by this permit shall be closed by the construction of standard (9 x 18) (9 x 20) white concrete vertical curb, in accordance to N. J. Department of Transportation specifications and attached details.
10. Sidewalk shall be class C air entrained concrete, four (4") inches thick, except at the driveway apron concrete shall be six (6") inches on properly prepared subbase and in accordance to N. J. Department specifications, and in conformance with the attached detail.
11. No additional surface water will be accepted on State right-of-way. Surface water shall continue to follow its existing flow pattern.
12. All drainage improvements, modifications or revisions within State right-of-way or affecting existing drainage are the responsibility of the permittee and require separate permits. (This permit does not authorize any changes within the State's right-of-way of any existing drainage facilities).
13. Driveways within State right-of-way shall be equal to or greater than four (4") inches Quarry Process - type 5A and MABC-1, 2" thick.
14. Due to the increased amount of traffic that will be generated in the driveways, it is required the shoulder in front of the driveway(s) shall be reconstructed using:
 - (a) MABC-1, 2" thick; bituminous stabilized base course, 4" thick; gravel subbase, type 1, class C, 8" thick, well compacted.
 - (b) MABC-1, 2" thick; gravel subbase, type 5A, 4" thick on a minimum of 6" existing subbase.
15. Excavations for construction shall be sawcut on a line parallel to curb prior to final restoration.
16. Existing cross slopes and gutter grades shall be maintained.

adjacent existing portion, as to width and color, and shall be class C concrete of a minimum four (4") inch thickness.

22. Sidewalk construction adjacent to driveways shall be ramped to facilitate movements of senior citizens, wheel chairs, etc.
23. Curb between gutterline and right-of-way shall abut highway curb with a separator of one half inch (1/2") preformed bituminous joint filler.
24. All bituminous surfaces disturbed during the construction of the curb shall be restored to original condition or better.
25. Maintenance of the area between curblines and the right-of-way line is the responsibility of the property owner.
26. Prior to starting any work on this project, the permittee shall notify the gas company.
27. Region 3 Maintenance shall be notified when (a) appurtenances other than curb and pavement are effected by proposed work (i.e., monuments, sidewalks, electrical facilities, island pavement, guiderail, fences, signs, delineators, all drainage, landscape items, etc.), (b) modifications are proposed to the original plans.
28. In the event of snow alert, the Department of Transportation shall require the contractor to take whatever steps the Department feels necessary to secure the traveled way for snow removal operations.
29. If there is any further development of this property, additional access and drainage reviews will be necessary.
30. All areas, except sidewalk and driveways, between the gutterline and State right of way line shall be landscaped with topsoil, fertilizer and seed in accordance with the attached specifications. Stone or gravel will not be used in these areas in lieu of topsoil, fertilizer and seed.
31. When guiderail exists or has been placed across the permit access, it is the permittee's responsibility to install all required modifications and or additions. The permittee also will assume all costs necessary for such installation.
32. The Department's maintenance foreman will not remove existing guiderail from the site until all safety devices (according to the "Manual on Uniform Traffic Control Devices") are erected and the contractor is ready to attach the necessary additions and/or attachments.
33. The curbing shall be extended as shown on plan in green color.
34. Permanent pavement shall consist of MABC-2, 3" thick; bituminous stabilized base course, 6" thick or to the depth of existing pavement; Quarry Process - Type 5, Class A, 4" thick; Gravel Subbase - Type 1, Class C, 8" thick, well compacted.

5/20/80

M. D. /

by permission of the District Superintendent, Maintenance and Operations, or his authorized representative.

- The contractor shall maintain the uninterrupted flow of traffic at all times and no operation which will interfere with traffic or restrict the available pavement width shall be performed.
- On roadway widths of forty (40) feet or greater, two (2) lanes of traffic will be maintained at a minimum of ten (10) feet each.
- On roadway widths of less than forty (40) feet when construction work necessitates the closing of one lane of traffic, thereby causing vehicles travelling in both directions to alternately use one lane, the contractor shall insure that said vehicles will be delayed for a period not to exceed five (5) minutes.
- The contractor shall be responsible for maintaining approved construction warning signs in each direction of travel. All signs and other protective devices provided by the contractor unless otherwise directed, shall comply with the requirements of the manual on "Uniform Traffic Control Devices for Streets and Highways" promulgated by the U.S. Department of Transportation Federal Highway Administration 1971 (A.N.S.I. D6.1-1971).
- Competent uniformed traffic directors shall be employed at every location where the contract equipment is working immediately adjacent to, or is entering, leaving or crossing active traffic lanes. The traffic directors, shall be employed continuously for the full time such conditions exist.
- Should it become necessary to leave a project unfinished, it shall be protected during the hours of darkness by flasher lights to be maintained by the contractor at each location where it is necessary to warn oncoming traffic of an existing danger area. Lights shall also be used to define the edge of usable pavement throughout the construction area. In addition, standard barricades or drums shall be utilized as required. When battery operated flashing warning lights are implemented, they shall conform to the specifications on file at the office of the Bureau of Safety, Department of Transportation, 1035 Parkway Avenue, Trenton, NJ. Inspection and cleaning must be conducted daily to provide for optimum efficiency.
- All work will be subject to inspection by the District Superintendent, Maintenance and Operations, or his authorized representative and the Department's Bureau of Safety personnel to insure that adequate traffic protection devices are being used and are properly placed and maintained.
- If it is found that insufficient traffic protection is provided, the District Superintendent, Division of Construction and Maintenance, will advise the contractor of the deficiency. If recommended requirements are not immediately corrected, the District Superintendent, Maintenance and Operations, will advise the contractor that he is prohibited from further work with the District's jurisdiction until such time as approved and adequate traffic protection is provided.
- The hours of work shall be limited, 9:00 a.m. to 4:00 p.m., whenever contractor's equipment occupies the traveled way.
- No work which interferes with traffic shall be performed Saturdays, Sundays or holidays.
- The local police department is to be notified before starting any construction that may interfere with traffic.
- In the event of snow alert, the Department of Transportation shall require the contractor to take whatever steps the Department feels necessary to secure the traveled way for snow removal operations.
- At the first sign of precipitation, all work on shoulder shall stop and the shoulder shall be cleared of all dirt, etc. and the area backfilled so as not to interfere with State snow operations until weather permits resumption of work.

RESTORATION OF GRASS AREAS DISTURBED DURING PERMIT OPERATIONS

The areas disturbed shall be restored to a stable condition in preparation for topsoiling and seeding. There shall be no evidence of stones, roots, debris or depressions, and the surface shall be clean and even. The subgrade immediately prior to the application of topsoil shall be raked or otherwise loosened.

The topsoil shall be applied over the surface in a uniform layer that will produce a thickness after compaction of approximately four inches (4"). Ground limestone fully protected from moisture, and free flowing, shall be evenly spread over the area to be seeded, at the rate of forty pounds (40 lbs.) per 1,000 sq. ft. This shall then be raked, disced or otherwise worked to incorporate the limestone into a minimum of three inches (3") soil depth. All foreign and unsuitable material shall be removed and the surface shall present an even appearance.

Fertilizer analysis 5-10-5, shall be applied at the rate of forty pounds (40 lbs.) per 1,000 sq. ft., and the soil shall be in a friable condition at the time of seeding.

Type A seed mixture shall be sown at the rate of four pounds (4 lbs.) per 1,000 sq. ft. in median, sidewalk and over other relatively flat areas. Slope areas shall be further stabilized with the addition of Crown Vetch and Rye grain in proportions as directed by the Landscape Supervisor, Bureau of Maintenance or his authorized representative.

Following is a chart indicating the ingredients and composition of Type A grass seed mixture.

<u>Kind of Seed</u>	<u>Minimum Purity</u>	<u>Minimum Germination</u>	<u>Mixture by Weight</u>
Kentucky Bluegrass	85%	75%	20%
Red Fescues (Creeping or Chewing)	95%	60%	35%
Kentucky 31 Fescue	95%	80%	20%
Redtop	92%	85%	10%
Perennial Ryegrass	98%	85%	10%
White Clover	97%	90%	5%

The seeding shall be done from March 1 to May 15, or from August 15 to October 15, when weather and soil conditions are suitable. Seeding shall not take place while the soil is wet or frozen. Seeding which cannot be completed during these periods may be done at other times, when in the opinion of the Landscape Supervisor, weather and soil conditions are satisfactory.

The seeded areas shall be mulched with hay uniformly spread to a thickness of one (1) to one and one-half (1½) inches, loose measurement. Mulching must take place within 24 hours of seeding, after which it shall be bound in place with one application of asphaltic oil grade RC 250, to be applied at a temperature of 145 degrees Fahrenheit to 155 degrees Fahrenheit, at the rate of 0.04 gallon per sq. yd.

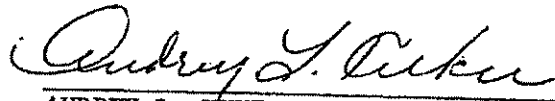
For small seeded areas, asphaltic oil will not be required. The mulch shall be held in place by the use of netting, twine, lath or as directed by the Landscape Supervisor.

Where a stand of grass practically weed free is not established during this operation, the deficient areas shall be refertilized and reseeded as directed by the Landscape Supervisor until a satisfactory growth of grass is established.

NOTICE

PLEASE TAKE NOTICE THAT A SPECIAL MEETING WILL BE HELD BY THE
PLANNING BOARD OF THE TOWNSHIP OF NORTH BRUNSWICK ON TUESDAY,
APRIL 29, 1980 AT 7:45 P.M. IN THE MUNICIPAL BUILDING,
711 HERMANN ROAD, TO CONTINUE THE PUBLIC HEARING ON FIDELITY
UNION TRUST AND REVIEW THE SITE PLAN & VARIANCE APPLICATION
OF MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, BLOCK 143
LOT 24, LOCATED ON ROUTE 1.

FORMAL ACTION MAY BE TAKEN



AUDREY L. KUKER, SECRETARY
PLANNING BOARD
TOWNSHIP OF NORTH BRUNSWICK

AFFIDAVIT OF PUBLICATION

STATE OF NEW JERSEY, }
 COUNTY OF MIDDLESEX, } SS:

Before the undersigned a Notary Public in and for said County and State,
 personally appeared

CYNTHIA MELLIOS

who being duly sworn, says that the annexed notice was published on the following dates, to wit:

4 day of APRIL 1980

day of 19

day of 19

day of 19

day of 19
 in THE HOME NEWS, a daily newspaper of general circulation printed and published in Middlesex County, New Jersey, of which the said affiant is book-keeper.

Subscribed and sworn to before me, this 80 day of APRIL 1980

Witness my hand and notarial seal
 Cynthia Mellios
 4TH

CALLISTA V. FARLEY
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires May 4, 1981

FORM NO. AC-8 REV. 6-78

NOTICE
 To Whom It May Concern:
 Please take notice that a public meeting of the Planning Board of the Township of North Brunswick, Middlesex County, New Jersey, will be held on Monday, April 14, 1980 at 8:00 P.M. at the Municipal Building, 711 Hermann Avenue, North Brunswick, New Jersey; public hearing will be held on the application of Fenner & Smith Incorporated, Fenner & Smith Incorporated, for subdivision and site plan approval with respect to a portion of premises known as Lot 24 in Block 143 on the tax assessment map of the Township of North Brunswick, said premises are situated on the southerly side of U.S. Highway Route 1, and on the northerly side of U.S. Highway Route 130, and are located in the G-O General Public District. At said public hearing, the applicants will also seek a variance from the provisions of section 145-100 of the Code of the Township of North Brunswick, to permit the installation of tower parking spaces; that would otherwise be required by the provisions of that section. Any interested person will have the opportunity to be heard at the aforesaid public hearing. All documents relating to the application may be inspected by the public between the hours of 8:30 A.M. and 4:00 P.M. in the office of the Secretary of the Planning Board, 711 Hermann Avenue, North Brunswick, New Jersey. 1484



Abbington-Ney Associates

Consulting Engineers • Land Surveyors • Planners

James P. Kovacs, P.E., L.S.
Henry J. Ney, P.E.

Peter R. Gallo, P.E.
Andre Groenhoff
Lawrence E. Kovacs, P.E.
Thomas Krakow, P.E.
Thomas H. Stuart, Jr., L.S.

February 25, 1980

Peter O. Sucher, P.E.

Township of North Brunswick,
711 Herman Road
North Brunswick, NJ 08902

Attn: Township Clerk

Re: Proposed Site Plan
Our File No. 4045

Dear Sir:

Enclosed please find our check in the amount of \$10.00.
Kindly furnish our office with a certified list of
property owners within 200 feet of Lot 24 in Block 143
in the Township of North Brunswick.

If further information is needed, please feel free to
contact our office.

Sincerely,

Kim J. Kolodinsky
Secretary to Thomas Krakow, P.E.

TK:kjk
Enclosure

MAR 21 1980
ABBINGTON-NEY ASSO



19 March 1980

Mr. Thomas Krakow, P.E.
Abbington-Ney Associates
65 Gibson Place
Freehold, New Jersey 07728

Dear Mr. Krakow,

Your presumption is correct. The site indicated on the map you sent (the former location of the Boy Scout headquarters) is not in the review area for the Delaware and Raritan Canal Commission.

Yours sincerely,

James C. Amon

JCA:dp

P.O. BOX 1390 25 CALHOUN STREET TRENTON, NEW JERSEY 08625 609-292-2101

EXECUTIVE COMMISSIONERS

DIRECTOR	Benjamin B. Kirkland	Martin D. Jessen	Donald B. Jones	Jerry F. English	Joseph H. Burns	James C. Sayen
James C. Amon	Chairman	Vice-Chairman	Treasurer	Bruce A. Hamilton	Arthur J. Holland	Frank J. Torpey

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
Brendan Byrne, Governor Jerry F. English, Commissioner



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Peter R. Gallo, P.E.
Andre Groenhoff
Lawrence E. Kovacs, P.E.
Thomas Krakow, P.E.
Thomas H. Stuart, Jr., L.S.

March 14, 1980

Peter O. Sucher, P.E.

Delaware Raritan
Canal Commission
P.O. Box 1390
24 Calhoun Street
Trenton, NJ 08625

Attn: James C. Oman
Executive Director

Re: Fidelity Union Bank Corporation
Our File No. 4045

Dear Mr. Oman:

Enclosed please find a xerox copy of a portion of the New Brunswick Quadrangle, depicting the location of a project site for the Fidelity Union Bank Corporation Computer Operation Center. The site also includes a 7-acre parcel, which will be utilized for a Merrill Lynch Computer Center.

A review of the drainage courses that traverse the tract indicates that the surface water that is affected by the construction of the two projects, flows into tributaries that lead to the Sucker Brook. Sucker Brook is a tributary to the Westons Mill Pond, which feeds the Lawrence Brook and discharges into the Raritan River, east of the New Jersey Turnpike. Since the project does not affect the water's tributary to the Delaware-Raritan Canal, it would appear that the project site is not under the regulation of the Delaware Raritan Canal Commission. Please forward me a letter confirming my presumption.

Sincerely,



Thomas Krakow, P.E.

TK:kjk
Enclosure

cc: Mr. James Coverdale; Mr. Eugene Lynch
Mr. Les Davidson; Vincent Sharkey, Esq.

LAW OFFICES

McCARTHY AND HICKS

A PROFESSIONAL CORPORATION

6-8 CHARLTON STREET

POST OFFICE BOX 2329

PRINCETON, NEW JERSEY 08540

JOHN F. McCARTHY, SR. (1927-1954)

JOHN F. McCARTHY, JR.
A. C. REEVES HICKS
RICHARD SCHATZMAN
JOHN P. SHERIDAN, JR.
E. PATRICK McMANIMON
G. CHRISTOPHER BAKER

MARSHA W. BEIDLER
JOHN F. McCARTHY, III
MICHAEL A. SPERO
OAN REISS

TELEPHONES
AREA CODE 609
PRINCETON 824-1188
TRENTON 586-0600

April 1, 1980

Audrey Kuker, Secretary
Township of North Brunswick Planning
Board
711 Hermann Road
P. O. Box 182
North Brunswick, New Jersey

Re: Merrill Lynch, Pierce, Fenner & Smith Incorporated
Variance Application

Dear Ms. Kuker:

Enclosed please find an original and two copies of an Application for Variance, submitted by our client, Merrill Lynch, Pierce, Fenner & Smith Incorporated, together with this firm's check in the amount of \$50 payable to the Township of North Brunswick to cover the application fee.

We will, of course, furnish you with a Proof of Publication and an Affidavit of Service as soon as publication and service of the legal notice is completed.

If you desire any additional information or have any questions, please call me.

Very truly yours,

McCARTHY AND HICKS, P.A.

G. Christopher Baker

By: G. Christopher Baker

GCB:daz
Enclosures

Rec # 1872.

RIKER, DANZIG, SCHERER & HYLAND

744 BROAD STREET
NEWARK, NEW JERSEY 07102
(201) 622-7700

55 MADISON AVENUE
P. O. BOX 8004R
MORRISTOWN, NEW JERSEY 07960
(201) 538-0800

IRVING RIKER (1921-1989)
CHARLES DANZIG
EVERETT M. SCHERER
WILLIAM F. HYLAND
WILLIAM I. RIKER (1951-1973)
HOWARD F. CASSELMAN
WILLIAM C. CONNELLY
ALVIN WEISS
PETER N. PERRETTI, JR.
EDWARD A. ZUNZ, JR.
PETER F. ELD
PETER L. BERKLEY
FRANK J. MIELE
BENJAMIN P. MICHEL
MARIE L. DARIBALDI
THOMAS E. COLLETON, JR.
GERALD A. LUDZIA
SHIRLEY A. O'NEILL
ROBERT FISCHER III
JAMES S. ROTHSCHILD, JR.
VINCENT J. SHARKEY, JR.

LAWRENCE B. LITWIN
DENNIS J. O'GRADY
BERNICE B. STERN
MICHAEL K. PUREY
SUSAN SCOTT
PAUL R. MURPHY
MICHAEL L. PRIGOFF
STEPHANIE DENKOWICZ
HOWARD P. SHAW
JOHN D. NORTH
EDWARD M. DENORE
SHAWN L. KELLY
PAUL J. HART
ALLEN E. MOLNAR
ROGER H. SCHWARZ
ROBERT J. MCKENNA
JAMES L. EGIDIO
MARK A. BABER
J. FERD CONVERY III
HARRY J. WEISS
JAMES J. MARINO
JOSEPH A. TATO

MALCOLM HOYT
ALEXANDER P. VAUGHN
OF COUNSEL

April 9, 1980

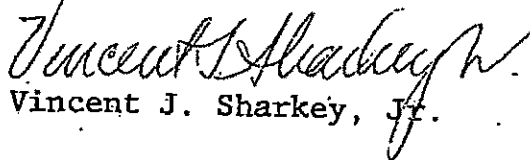
Mrs. Audrey Kuker
Secretary of the Planning Board
Township of North Brunswick
711 Hermann Road
North Brunswick, New Jersey

Re: Fidelity Union Trust Company
Block 143, Lot 24 (part)
Variance Application

Dear Mrs. Kuker:

In furtherance of my letter to you of April 8, 1980 in connection with the captioned application, enclosed herewith please find Affidavit of Publication of the notice of hearing.

Very truly yours,


Vincent J. Sharkey, Jr.

VJS:slr
Encl.

D # 1873
Lu

LAW OFFICES

MCCARTHY AND HICKS

A PROFESSIONAL CORPORATION

608 CHARLTON STREET

POST OFFICE BOX 2329

PRINCETON, NEW JERSEY 08540

JOHN F. MCCARTHY, SR. (1927-1954)

JOHN F. MCCARTHY, JR.
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JOHN P. SHERIDAN, JR.
F. PATRICK McMANIMON
G. CHRISTOPHER BAKER

MARSHA W. BEIDLER
JOHN F. MCCARTHY, III
MICHAEL A. SPERO
DAN REISS

TELEPHONES
AREA CODE 609
PRINCETON 924-1199
TRENTON 588-0600

April 7, 1980

Mrs. Audrey Kuker, Secretary
North Brunswick Township Planning Board
711 Hermann Road
P. O. Box 182
North Brunswick, New Jersey 08902

Re: Merrill Lynch, Pierce, Fenner & Smith Incorporated
Variance Application

Dear Mrs. Kuker:

Relative to the above, enclosed please find the Affidavit of Service for filing. Please be advised that I will have the Proof of Publication from The Home News at Monday night's meeting on April 14, 1980.

Also enclosed is this firm's check payable to the Township of North Brunswick in the amount of \$315 for site plan approval.

If you need any additional information prior to Monday, please contact me.

Very truly yours,

MCCARTHY AND HICKS, P.A.

John F. McCarthy, Jr.
By: John F. McCarthy, Jr.

JFM:daz
Enclosures

**NORTH
BRUNSWICK,
TOWNSHIP OF
(PLANNING AND ZONING DEPT.)**



LDS NOB-PZ 10601161

TOWNSHIP OF NORTH BRUNSWICK

PLANNING BOARD X
BOARD OF ADJUSTMENT _____

APPLICATION FOR SITE PLAN APPROVAL

Application No. _____

File No. _____

Planned Office _____

Zone Park Development _____

Telephone No. 249-1024

Applicant FIDELITY UNION TRUST COMPANY

Address Fidelity Plaza, CN 2101, North Brunswick, NJ 08902

Name & Address of individual to whom correspondence should be directed:

Mr. James C. Coverdale, c/o The Richardson Corporation

Smith Bridge Road., P.O. Box 173, Chester Heights, PA 19017 Telephone No. (215) 459-28

Type of construction proposed Bldg. addition, streets, curb, sidewalk & similar si

Nature of business to be conducted in proposed building _____ work

Computer Operations

Block 143 Lot 24

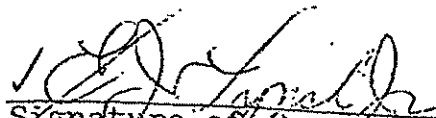
Street location of property Rt. 1 & Route 130, North Brunswick, New Jersey

Area of property (in square feet or acreage) 93.8 acres

Square footage of building(s) 19,510 square feet

Fee paid \$ _____

FIDELITY UNION TRUST COMPANY
Name of Owner Fidelity Plaza
CN 2101, North Brunswick, NJ 08902
Address


Signature of Owner

NOTICE: This application must be typewritten, filed within 65 days of the decision of the Zoning Officer, together with a fee of \$ _____. Please make check payable to the TOWNSHIP OF NORTH BRUNSWICK.

APPLICATION FOR VARIANCE

BOARD OF ADJUSTMENT
 PLANNING BOARD

File # 871
Sub. Appl. # (635-File 872)
Site Plan Appl. # 234
Var. Appl. # 180

Dated: April 8, 1980

This petition of Fidelity Union Trust Company shows that on or about the 25th day of March, 1980, an application to the Zoning Officer of the Township of North Brunswick for the purpose of (describe intended action) constructing a computer and data processing building and ancillary parking area on the premises located at (street address) Route 1 Block 143, Lot 24, as shown on the Municipal Tax Maps and owned, or optioned, by the applicant was made; that after due consideration the Zoning Officer did on the 1st day of April, 1980, determine that the application does not conform to the Zoning Ordinance of the Township of North Brunswick as follows: Article XXIV Section 145-100B(4) of the Zoning Ordinance requires 1 parking space for each 200 feet of floor area, or 98 parking spaces. Applicant proposes to install 43 spaces and is therefore seeking a variance to permit installation of 55 fewer spaces than the ordinance appears to require

Applicant, feeling aggrieved at the action of the Zoning Officer, files this appeal to your Board and respectfully requests the Board as empowered under the Municipal Land Use Law, Chapter 291, Laws of New Jersey 1975 and under the Zoning Ordinance of North Brunswick to:

(check the following action that will apply to your case)

- A. Review decision by Zoning Officer which the petition claims was in error.
- B. Hear and decide requests for interpretation of the map or Zoning Ordinance or other special questions.
- C. Hardship
- D. Use
- Take action other than above (specify) _____

Applicant is requesting the variance for the reasons which follow:
(If described at length, attach statement). See Attached

and requests that action of the Zoning Officer be reversed or modified as facts may be determined; and Applicant further requests that a day be set for hearing this appeal.

Has there been any previous appeal involving these premises? No
If so, state dates of filing, character of appeal and disposition:

(This form to be accompanied by all pertinent forms, applications, plans and documents as required by ordinance and by regulation of the Board and which are herewith made a part of this application.)

Dated: April 8, 1980

NAME OF OWNER Fidelity Union Trust Company
ADDRESS Fidelity Plaza CN2101
North Brunswick, N.J. 08902

Sworn to and subscribed before me
this 8th day of April 1980

RIKER, DANZIG, SCHERER & HYLAND
Attorneys for Petitioner

Jeanne T. McDonald
Notary Public
JEANNE T. McDONALD
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 4, 1985

By: Vincent J. Sharkey, Jr.
Signature of Petitioner (if owner)
Vincent J. Sharkey, Jr. A Partner

If petitioner is not owner of the property described above, state -
condition of interest or equity in the property _____
and petitioner declares that he acts in this case as
the duly appointed representative of the owner.

Signature of Petitioner

Sworn to and subscribed before me
this ___ day of _____ 19__

Signature of Owner

Notary Public

**NORTH
BRUNSWICK,
TOWNSHIP OF
(PLANNING AND ZONING DEPT.)**



LDS NOB-PZ 10601161

TOWNSHIP OF NORTH BRUNSWICK

PLANNING BOARD X
BOARD OF ADJUSTMENT _____

APPLICATION FOR SITE PLAN APPROVAL

Application No. _____

File No. _____

Planned Office _____

Zone Park Development _____

Telephone No. 249-1024

Applicant FIDELITY UNION TRUST COMPANY

Address Fidelity Plaza, CN 2101, North Brunswick, NJ 08902

Name & Address of individual to whom correspondence should be directed:

Mr. James C. Coverdale, c/o The Richardson Corporation

Smith Bridge Road., P.O. Box 173, Chester Heights, PA 19017 Telephone No. (215) 459-28

Type of construction proposed Bldg. addition, streets, curb, sidewalk & similar sit work

Nature of business to be conducted in proposed building _____

Computer Operations

Block 143 Lot 24

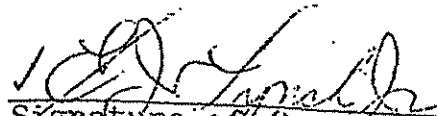
Street location of property Rt. 1 & Route 130, North Brunswick, New Jersey

Area of property (in square feet or acreage) 93.8 acres

Square footage of building(s) 19,510 square feet

Fee paid \$ _____

FIDELITY UNION TRUST COMPANY
Name of Owner Fidelity Plaza
CN 2101, North Brunswick, NJ 08902
Address


Signature of Owner

NOTICE: This application must be typewritten, filed within 65 days of the decision of the Zoning Officer, together with a fee of \$ _____. Please make check payable to the TOWNSHIP OF NORTH BRUNSWICK.

APPLICATION FOR VARIANCE

 BOARD OF ADJUSTMENT
 x PLANNING BOARD

File # 871
Sub. Appl. # (635-File 872)
Site Plan Appl. # 234
Var. Appl. # 180

Dated: April 8, 1980

This petition of Fidelity Union Trust Company shows that on or about the 25th day of March, 1980, an application to the Zoning Officer of the Township of North Brunswick for the purpose of (describe intended action) constructing a computer and data processing building and ancillary parking area on the premises located at (street address) Route 1 Block 143, Lot 24, as shown on the Municipal Tax Maps and owned, or optioned, by the applicant was made; that after due consideration the Zoning Officer did on the 1st day of April, 1980, determine that the application does not conform to the Zoning Ordinance of the Township of North Brunswick as follows: Article XXIV Section 145-100B(4) of the Zoning Ordinance requires 1 parking space for each 200 feet of floor area, or 98 parking spaces. Applicant proposes to install 43 spaces and is therefore seeking a variance to permit installation of 55 fewer spaces than the ordinance appears to require

Applicant, feeling aggrieved at the action of the Zoning Officer, files this appeal to your Board and respectfully requests the Board as empowered under the Municipal Land Use Law, Chapter 291, Laws of New Jersey 1975 and under the Zoning Ordinance of North Brunswick to:

(check the following action that will apply to your case)

- A. Review decision by Zoning Officer which the petition claims was in error.
- B. Hear and decide requests for interpretation of the map or Zoning Ordinance or other special questions.
- x C. Hardship
- D. Use
- Take action other than above (specify) _____

Applicant is requesting the variance for the reasons which follow:
(If described at length, attach statement). See Attached

and requests that action of the Zoning Officer be reversed or modified as facts may be determined; and Applicant further requests that a day be set for hearing this appeal.

Has there been any previous appeal involving these premises? No

If so, state dates of filing, character of appeal and disposition:

(This form to be accompanied by all pertinent forms, applications, plans and documents as required by ordinance and by regulation of the Board and which are herewith made a part of this application.)

Dated: April 8, 1980

NAME OF OWNER Fidelity Union Trust Company

ADDRESS Fidelity Plaza CN2101

North Brunswick, N.J. 08902

Sworn to and subscribed before me
this 8th day of April 1980

RIKER, DANZIG, SCHERER & HYLAND
Attorneys for Petitioner

Jeanne T. McDonald
Notary Public
JEANNE T. McDONALD
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 4, 1985

By: Vincent J. Sharkey, Jr.
Signature of Petitioner (if owner)
Vincent J. Sharkey, Jr. a Partner

If petitioner is not owner of the property described above, state -
condition of interest or equity in the property _____
and petitioner declares that he acts in this case as
the duly appointed representative of the owner.

Signature of Petitioner

Sworn to and subscribed before me
this ___ day of _____ 19__

Signature of Owner

Notary Public

ATTACHMENT TO VARIANCE APPLICATION
FIDELITY UNION TRUST COMPANY

Section 145-100B(4) of the North Brunswick zoning ordinance requires one parking space for each 200 square feet of gross floor area for banks, financial and business offices and professional offices. Applicant seeks approval to construct a computer and data processing facility of approximately 19,500 square feet of floor area, which, by the terms of the ordinance, would require the installation of 98 parking spaces. The facility is not an office building; applicant anticipates that between 30 and 40 people will be required to staff the computer and related data processing equipment to be installed in the building. Given this small number of people, applicant anticipates that the 43 parking spaces it proposes to install will more than suffice for its present and future needs. It should be noted that the ordinance does not specify parking requirements for a facility such as this. Given the relatively few number of employees who will be involved in the facility, and with the advent of car pooling, the 43 spaces to be provided will be more than adequate. In addition, traffic and parking studies conducted by the applicant indicate that no more than 550 parking spaces will be required to satisfy applicant's parking requirements on the entire tax lot, while a total of 680 spaces will be available.

ATTACHMENT TO VARIANCE APPLICATION
FIDELITY UNION TRUST COMPANY

Section 145-100B(4) of the North Brunswick zoning ordinance requires one parking space for each 200 square feet of gross floor area for banks, financial and business offices and professional offices. Applicant seeks approval to construct a computer and data processing facility of approximately 19,500 square feet of floor area, which, by the terms of the ordinance, would require the installation of 98 parking spaces. The facility is not an office building; applicant anticipates that between 30 and 40 people will be required to staff the computer and related data processing equipment to be installed in the building. Given this small number of people, applicant anticipates that the 43 parking spaces it proposes to install will more than suffice for its present and future needs. It should be noted that the ordinance does not specify parking requirements for a facility such as this. Given the relatively few number of employees who will be involved in the facility, and with the advent of car pooling, the 43 spaces to be provided will be more than adequate. In addition, traffic and parking studies conducted by the applicant indicate that no more than 550 parking spaces will be required to satisfy applicant's parking requirements on the entire tax lot, while a total of 680 spaces will be available.

WHEREAS, the Applicant, Fidelity Union Trust, has applied for site plan and variance approval of property known as Lot 24, Block 143, located along U.S. Highway Route One; and

WHEREAS, the Applicant has requested a variance from Article XXIV, Section 145-100, as to the amount of required parking spaces; and

WHEREAS, the Board, after due and careful consideration of all the testimonies and evidence presented and a review of all the facts presented, in connection with the application, has made the following findings of fact:

1. The subject premises are in a G.O. Zone, General Office Zone.
2. The Applicant seeks site plan approval to construct a data processing center to the south of the existing museum building.
3. The building will be less than 20,000 square feet of floor area and the Applicant is seeking a variance from the Township Zoning Order requiring one (1) parking space for every 200 square feet of building area or approximately 98 parking spaces.
4. The Applicant is proposing to construct only 43 parking spaces.
5. The Applicant has shown that at no time will any more than 30 to 40 employees be using the subject site and that 43 parking spaces will be ample to cover the needs of this building.
6. The Board has determined that by having a minimum amount of parking spaces, the site will be more aesthetically pleasing.
7. There has been testimony at the April 29th, 1980 special meeting and at the April 14th, 1980 regular meeting of the Planning Board, which has indicated that a drainage problem may exist on the subject site and may affect the neighboring residential houses.
8. The Applicant has presented a statement of Eugene Lynch of Fidelity Union Trust in which he agrees to make certain downstream drainage improvements along the site, a copy of said statement was placed in evidence by the Planning Board of the Township of North Brunswick.
9. The Applicant has demonstrated that a hardship does exist by the unique topographical location and size of the subject premises with relationship to the present zoned use.

100-100-100-100

WHEREAS, the Applicant, Liberty Union Trust, has applied

for site plan and variance approval of property known as Lot 2A,

Block 143, located along U.S. Highway Route 68; and

WHEREAS, the Applicant has requested a variance from

Article XXIV, Section 142-100, as to the amount of required

parking spaces; and

WHEREAS, the Board, after due and careful consideration of

all the testimonies and evidence presented and a review of all the

facts presented, in connection with the application, has made the

following findings of fact:

1. The subject premises are in a C.O. Zone, General Office Zone.
2. The Applicant seeks site plan approval to construct a data processing center to the south of the existing museum building.
3. The building will be less than 20,000 square feet of floor area and the Applicant is seeking a variance from the Township zoning Order requiring one (1) parking space for every 200 square feet of building area or approximately 98 parking spaces.
4. The Applicant is proposing to construct only 43 parking spaces.
5. The Applicant has shown that at no time will any more than 20 to 40 employees be using the subject site and that 43 parking spaces will be ample to cover the needs of this building.
6. The Board has determined that by having a minimum amount of parking spaces, the site will be more aesthetically pleasing.
7. There has been testimony at the April 29th, 1980 special meeting and at the April 14th, 1980 regular meeting of the Planning Board, which has indicated that a drainage problem may exist on the subject site and may affect the neighboring residential houses.
8. The Applicant has presented a statement of Eugene Lynch of Liberty Union Trust in which he agrees to make certain downstream drainage improvements along the site. A copy of said statement was placed in evidence by the Planning Board of the Township of North Brunswick.
9. The Applicant has demonstrated that a hardship does exist by the unique topographical location and size of the subject premises with relationship to the present zoned use.

100-100-100-100

10. The Board has determined that the granting of the variance will be without substantial detriment to the public good.

WHEREAS, the Board has made the following ultimate findings and conclusions based upon the foregoing findings of fact:

1. That the granting of the site plan and variance will be without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and zoning ordinance.
2. That the Applicant has demonstrated that a hardship does exist as required by statute.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Township of North Brunswick, on this 29th day of April, 1980, that site plan approval is hereby granted to the Applicant in accordance with the site plan entitled "Site Plan of Data Center Fidelity Plaza" prepared by Abbington-Ney Associates, Thomas Krakow, Engineer, dated March 28, 1980.

BE IT FURTHER RESOLVED, by the Planning Board of the Township of North Brunswick, on the basis of the evidence adduced in the aforesaid findings of fact, a variance is hereby granted as to the amount of required parking spaces;

BE IT FURTHER RESOLVED, by the Planning Board of the Township of North Brunswick, that said site plan and variance approval is contingent upon the following conditions:

1. Prior to any further development on the Fidelity Union Bancorporation site, a master drainage plan must be submitted to the Planning Board for review and approval.
2. The site improvements to be undertaken as part of this site plan approval shall include the recommendations of the applicant's engineer as contained in his evaluation dated April 17, 1980 regarding drainage.

ROLL CALL	YES	NO
CANONICO <i>absent</i>		
KORZEN <i>stopped down</i>		
SATHAI	✓	
KUHLMAN <i>1st</i>	✓	
FULEIO	✓	
RICOLA <i>absent</i>		
KIELER <i>absent</i>		
VITANZA	✓	
ZORN	✓	

I, Audrey L. Kuker, Secretary of the Planning Board of the Township of North Brunswick do hereby certify that the above is a true and correct copy of a resolution adopted at a *Special* meeting of the Planning Board of the Township of North Brunswick held on *April 29, 1980*.

Audrey L. Kuker
AUDREY L. KUKER, Secretary

10. The Board has determined that the granting of the variance will be without substantial detriment to the public good.

WHEREAS, the Board has made the following findings and conclusions based upon the foregoing findings of fact:

1. That the granting of the site plan and variance will be without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and zoning ordinance.
2. That the Applicant has demonstrated that a hardship does exist as required by statute.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Township of North Brunswick, on this 29th day of April, 1980, that site plan approval is hereby granted to the Applicant in accordance with the site plan entitled "Site Plan of Data Center Facility Plaza" prepared by Abington-Hay Associates, Thomas Krakow, Engineer, dated March 28, 1980.

BE IT FURTHER RESOLVED, by the Planning Board of the Township of North Brunswick, on the basis of the evidence adduced in the aforesaid findings of fact, a variance is hereby granted as to the amount of required parking spaces:

BE IT FURTHER RESOLVED, by the Planning Board of the Township of North Brunswick, that said site plan and variance approval is contingent upon the following conditions:

1. Prior to any further development on the Facility Plaza Corporation site, a master drainage plan must be submitted to the Planning Board for review and approval.
2. The site improvements to be undertaken as part of this site plan approval shall include the recommendations on the applicant's exhibit as contained in the valuation dated April 17, 1980 regarding drainage.

NO.	DATE	REMARKS
1	4/17/80	Initial Review
2	4/29/80	Final Approval
3		
4		
5		
6		
7		
8		
9		
10		

Approved: _____
 Secretary

Richardson

The Richardson Corporation

Smith Bridge

Design and Construction Center

Smith Bridge Road, P.O. Box 175

Chester Heights, Pa. 19017

215/Gl. 9-3211

December 12, 1980

✓
Fidelity
Bank
2/8
871

Mr. P. Buckley
Fire Inspector
North Brunswick Township
Municipal Building
North Brunswick, New Jersey 08902

Reference: Fidelity Union Bancorporation
Operations Center
North Brunswick, New Jersey
Data Center Addition

Gentlemen:

On behalf of Fidelity Union Bancorporation, I have been attempting to obtain a temporary Certificate of Occupancy before December 15, 1980 to facilitate the installation of IBM Computer Equipment in the new Data Center Addition. This request has been outstanding since November 13, 1980.

Since the inception of this project we have repeatedly held meetings with you, and several other officials of North Brunswick Township in an effort to keep you well informed of the project and to give the Township officials every opportunity to give input to the design so that any requests made could be incorporated before actual construction began.

Even after this extraordinary effort we now find one of your inspectors, Mr. T. Erwin, is insisting that a fire hydrant be relocated and a fence be eliminated before the temporary Certificate of Occupancy can be issued. We feel these requests are arbitrary and place an unreasonable burden on our client with extremely little to no benefit to be gained by the Township. The following line of reasoning is offered for your consideration:

1. We are in possession of an approved site plan signed by you on 5/24/80 which clearly shows the intended location of the fire hydrant your inspector is now requesting to be relocated.
2. The fire code calls for a hydrant to be within 200 feet of the building. The hydrant in question conforms to this requirement and is shown on the attached drawing. There are two additional hydrants that are also within 200 feet of the new addition. We therefore contend that even if you consider this hydrant too close, there are two others that can be used as alternates.

Richardson

Mr. P. Buckley
December 12, 1980
Page 2

3. The fence that has been installed is an integral part of Fidelity's operational and security requirements. The fence will have electrically operated gates that will be controlled from a 24-hour, 7-day a week manned security station. In the event of fire these gates will be opened. The power to the gate is backed-up by three independent Emergency Generators that have less than 30-second start time from point of power failure.
4. As an alternative route, the fenced area can be bypassed entirely through an adjacent parking lot.

While we intend to continue to cooperate with any reasonable requests and intend to fully conform to all codes and local ordinances we ask for your personal review of this situation and for a timely response so that any corrective measures necessary can be taken.

Sincerely,

THE RICHARDSON CORPORATION

James C. Coverdale
Vice President

JCC:cc

cc: Mr. H. Agin
Mr. P. Keller
V. Sharkey, Esquire
Joseph H. Burns, Esquire



Township of North Brunswick

NEW JERSEY

711 HERMANN ROAD
POST OFFICE BOX 182
NORTH BRUNSWICK, N. J. 08902
TEL. (201) 247-0922
April 1, 1980

The Richardson Corporation
Smith Bridge Road, P.O. Box 173
Chester Heights, Pa. 19017

Attention: Mr. James Coverdale

Re: Fidelity Union Trust Co.
Addition and Site Plan
Block 143 - Lot 24 (Part)
U. S Route # 1

Dear Mr. Coverdale:

This will confirm receipt of your application for site plan approval on the above-captioned property. These premises are located in a General Office, G.O. Zone.

This lot created as result of minor subdivision lot designated portion to remain - 93.8 acres.

Article XXIV, Section 145- 100 Off-street parking requirements for non-residential districts.

B. Commerical, retail, general offices and other non residential Districts.

4. Banks, Financial and Business offices and professional offices: Required - 98 Parking Spaces

For these reasons, I am unable to approve your application. You may appeal this decision by filing the enclosed application, together with a fee of \$1,220.00 for Site Plan Approval, and \$50.00 Variance fee. In addition a fee of \$50.00 must be submitted for a minor subdivision application.

Fidelity Union Trust Company

April 1, 1980

-2-

Please contact Mrs. Audrey Kuker immediately, Secretary to the Planning Board. She will then furnish you with additional information regarding your appeal.

Very truly yours,

Eileen Scardino
(Mrs.) Eileen Scardino
Zoning Officer

ES:js

cc. Mayor and Township Committee
Mr. Paul Keller
Mr. C. Kellar, Esq.
Mr. F. Zorn
Mrs. Audrey Kuker.

FIDELITY UNION BANCORPORATION



HEADQUARTERS
765 BROAD STREET
NEWARK, N. J. 07101
TELEPHONE 430-4000

*Copy to: D. B. B.
Members*

February 25, 1980

North Brunswick Township
Committee Business Administrator
North Brunswick, NJ 08902

Committee Members:

This is to inform you that we have chosen the name, "Fidelity Plaza", for the roadway through our property. The existing road which connects Route 1 and Route 130 through the former Boy Scouts property is presently un-named. After verifying with the North Brunswick Post Office that this was an unused street name and would aid mail delivery to the site, we thought it advisable to inform you of our choice.

We will keep you informed as we progress with our renovation schedule in matters which we feel may be of importance to you.

Sincerely yours,

Eugene J. Lynch, Jr.
Vice President

EJL:ac

P.S. As per our telephone conversation on 2/25/80, we would appreciate confirmation that the above street name is acceptable.

Covadale
247-8330

Richardson

The Richardson Corporation

Smith Bridge
Design and Construction Center
Smith Bridge Road, P.O. Box 173
Chester Heights, Pa. 19017
215/GL 9-2814

March 28, 1980

Mr. Paul Keller, Township Planner
Township of North Brunswick
711 Hermann Road
P. O. Box 182
North Brunswick, NJ 08902

Re: Fidelity Union Trust Company
Site Plan Approval

Dear Paul:

Supplementing our letter addressed to you on March 25, 1980, enclosed herewith please find the following:

	<u>No. of Copies</u>
Site Plan of Data Center - Abbington-Ney Drawing File #4045	10
Plan of Data Center - Abbington-Ney Drawing File #4045	10
Grading & Drainage Plan - Abbington-Ney Drawing File #4045	10
Landscape and Lighting Plan - Abbington-Ney Drawing File #4045	10

Richardson

Mr. Paul Keller, Township Planner
Re: Fidelity Union Site Plan Approval
March 28, 1980
Page 2

	<u>No. of Copies</u>
Detail Sheet - Abbington-Ney Drawing File #4045	10
Elevations for Data Center Addition - R. Richardson Drawing #A-3	10
Floor Plan of Data Center Addition - R. Richardson Drawing #A-1	10

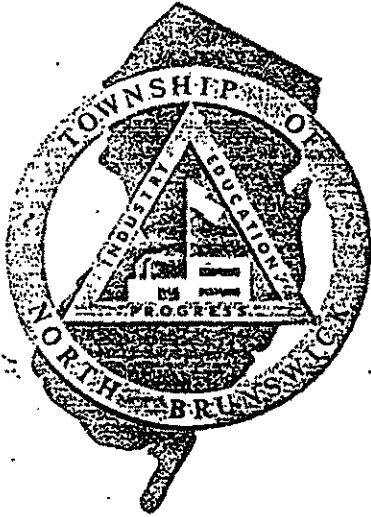
Sincerely,



James C. Coverdale
Vice President

cc: R. Richardson
G. Lynch
V. Sharkey

Enclosures



*file
Fidelity*

Township of North Brunswick
NEW JERSEY

711 HERRMANN ROAD
POST OFFICE BOX 182
NORTH BRUNSWICK, N. J. 08902
TEL. (201) 247-0922

May 1, 1980

TO WHOM IT MAY CONCERN:

I, Audrey L. Kuker, Secretary to the Planning Board, Township of North Brunswick, certify that at a Special Meeting held on April 29, 1980, the Planning Board rendered the following decisions:

1. Granted conditional site plan and variance approval to Fidelity Union Trust, Block 143, Lot 24, located on U.S. Highway 1.
2. Granted conditional site plan and variance approval to Merrill Lynch, Pierce, Fenner & Smith, Inc., Block 143, Lot 24, located on U.S. Highway 1. One of the conditions of this site plan approval is that an access permit be obtained from N.J.D.O.T. prior to the issuance of a construction permit.

At a regular meeting of the Planning Board held on April 14, 1980, minor subdivision approval was granted to Fidelity Union Trust, Block 143, Lot 24, located on U.S. Highway 1.

Audrey L. Kuker

Audrey L. Kuker, Secretary
Planning Board
Township of North Brunswick

MAR 21 1980
ABBINGTON-NEY ASSOCIATES



DELAWARE AND RARITAN
CANAL COMMISSION

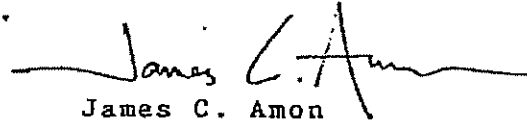
19 March 1980

Mr. Thomas Krakow, P.E.
Abbington-Ney Associates
65 Gibson Place
Freehold, New Jersey 07728

Dear Mr. Krakow,

Your presumption is correct. The site indicated on the map you sent (the former location of the Boy Scout headquarters) is not in the review area for the Delaware and Raritan Canal Commission.

Yours sincerely,


James C. Amon

JCA:dp

P.O. BOX 1390 25 CALHOUN STREET TRENTON, NEW JERSEY 08625 609-292-2101

EXECUTIVE

COMMISSIONERS

DIRECTOR

James C. Amon

Benjamin B. Kirkland

Chairman

Martin D. Jessen

Vice-Chairman

Donald B. Jones

Treasurer

Jerry F. English

Bruce A. Hamilton

Joseph H. Burns

Arthur J. Holland

James C. Seyen

Frank J. Torpey

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Brendan Byrne, Governor

Jerry F. English, Commissioner



Abbington-Ney Associates

Consulting Engineers • Land Surveyors • Planners

James P. Kovacs, P.E., L.S.
Henry J. Ney, P.E.

Peter R. Gallo, P.E.
Andre Groenhoff
Lawrence E. Kovacs, P.E.
Thomas Krakow, P.E.
Thomas H. Stuart, Jr., L.S.

March 14, 1980

Peter O. Sucher, P.E.

Delaware Raritan
Canal Commission
P.O. Box 1390
24 Calhoun Street
Trenton, NJ 08625

Attn: James C. Oman
Executive Director

Re: Fidelity Union Bank Corporation
Our File No. 4045

Dear Mr. Oman:

Enclosed please find a xerox copy of a portion of the New Brunswick Quadrangle, depicting the location of a project site for the Fidelity Union Bank Corporation Computer Operation Center. The site also includes a 7-acre parcel, which will be utilized for a Merrill Lynch Computer Center.

A review of the drainage courses that traverse the tract indicates that the surface water that is affected by the construction of the two projects, flows into tributaries that lead to the Sucker Brook. Sucker Brook is a tributary to the Westons Mill Pond, which feeds the Lawrence Brook and discharges into the Raritan River, east of the New Jersey Turnpike. Since the project does not affect the water's tributary to the Delaware-Raritan Canal, it would appear that the project site is not under the regulation of the Delaware Raritan Canal Commission. Please forward me a letter confirming my presumption.

Sincerely,



Thomas Krakow, P.E.

TK:kjk
Enclosure

cc: Mr. James Coverdale; Mr. Eugene Lynch
Mr. Les Davidson; Vincent Sharkey, Esq.

RIKER, DANZIG, SCHERER & HYLAND

744 BROAD STREET
NEWARK, NEW JERSEY 07102
(201) 622-7700

55 MADISON AVENUE
P. O. BOX 8004R
MORRISTOWN, NEW JERSEY 07960
(201) 538-0800

April 8, 1980

Mrs. Audrey Kuker
Secretary of the Planning Board
Township of North Brunswick
711 Hermann Road
North Brunswick, New Jersey

Re: Fidelity Union Trust Co.
Block 143 Lot 24 (part)
Variance Application

Dear Mrs. Kuker:

In connection with the captioned matter, enclosed herewith please find the following:

1. Variance application with attached narrative.
2. 6 copies of scaled plot plan/block diagram showing location of buildings in relation to property lines as well as block and lot numbers of all property within 200 feet, and including a full list of names of the owners of such properties.
3. My affidavit of service regarding service of notice on adjoining property owners.
4. 2 additional copies of the form of notice served on the adjoining property owners.
5. 3 checks, payable to the Township of North Brunswick, in the amounts of \$1,220. (site plan filing fee), \$50. (minor subdivision application fee) and \$50. (Variance application).

Publication was effected in the Home News on April 4; proof of publication, together with the receipts for certified mail, will be

IRVING RIKER (1921-1989)
CHARLES DANZIG
EVERETT M. SCHERER
WILLIAM F. HYLAND
WILLIAM I. RIKER (1951-1973)
HOWARD F. CASSELMAN
WILLIAM C. CONNELLY
ALVIN WEISS
PETER N. PERRETTI, JR.
EDWARD A. ZUNZ, JR.
PETER F. ELD
PETER L. BERKLEY
FRANK J. MIELE
BENJAMIN P. MICHEL
MARIE L. GARIBALDI
THOMAS E. COULETON, JR.
GERALD A. LILLOIA
SHIRLEY A. O'NEILL
ROBERT FISCHER III
JAMES S. ROTHSCCHILD, JR.
VINCENT J. SHARKEY, JR.
MALCOLM HOYT
ALEXANDER P. WAUGH
OF COUNSEL

LAWRENCE B. LITWIN
DENNIS J. O'GRADY
BERNICE B. STEIN
MICHAEL K. FUREY
SUSAN SCOTT
PAUL R. MURPHY
MICHAEL L. PRIGOFF
STEPHANIE DENKOWICZ
HOWARD P. SHAW
JOHN D. NORTH
EDWARD K. DENOPE
SHAWN L. KELLY
PAUL J. HART
ALLEN E. MOENAR
ROGER M. SCHWARZ
ROBERT J. MCKENNA
JAMES L. EGIDIO
MARK A. BABER
J. FERD CONVERY III
HARRY J. WEISS
JAMES J. MARINO
JOSEPH A. TATO

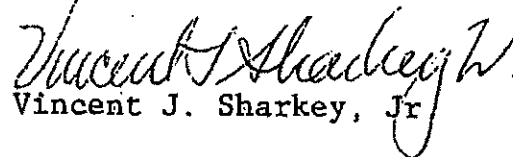
Mrs. Audrey Kuker

-2-

April 8, 1980

forwarded to you as soon as received. I understand that hearing on the application is scheduled for April 14 at 8:00 P.M.; if you require anything further in support of our application, I will be glad to supply same.

Very truly yours,


Vincent J. Sharkey, Jr

VJSJR.:sl

cc: Eugene J. Lynch, Jr. - w/enc.
Russell H. Richardson - w/enc.
John F. McCarthy, Jr., Esq.

RIKER, DANZIG, SCHERER & HYLAND

744 BROAD STREET
NEWARK, NEW JERSEY 07102
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HARRY J. WEISS
JAMES J. MARINO
JOSEPH A. TATO

MALCOLM HOTT
ALEXANDER P. WAUGH
OF COUNSEL

April 9, 1980

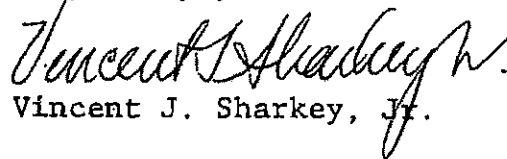
Mrs. Audrey Kuker
Secretary of the Planning Board
Township of North Brunswick
711 Hermann Road
North Brunswick, New Jersey

Re: Fidelity Union Trust Company
Block 143, Lot 24 (part)
Variance Application

Dear Mrs. Kuker:

In furtherance of my letter to you of April 8, 1980 in connection with the captioned application, enclosed herewith please find Affidavit of Publication of the notice of hearing.

Very truly yours,


Vincent J. Sharkey, Jr.

VJS:slr
Encl.

RIKER, DANZIG, SCHERER & HYLAND

744 BROAD STREET
NEWARK, NEW JERSEY 07102
(201) 622-7700

55 MADISON AVENUE
P. O. BOX 8004R
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(201) 538-0800

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JAMES L. LEGGIO
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HARRY J. WEISS
JAMES J. HARMO
JOSEPH A. TATO

April 14, 1980

Mrs. Audrey Kuker
Secretary of the Planning Board
Township of North Brunswick
711 Hermann Road
North Brunswick, New Jersey

Re: Fidelity Union Trust Company - Block 143,
Lot 24 (part) - Variance Application

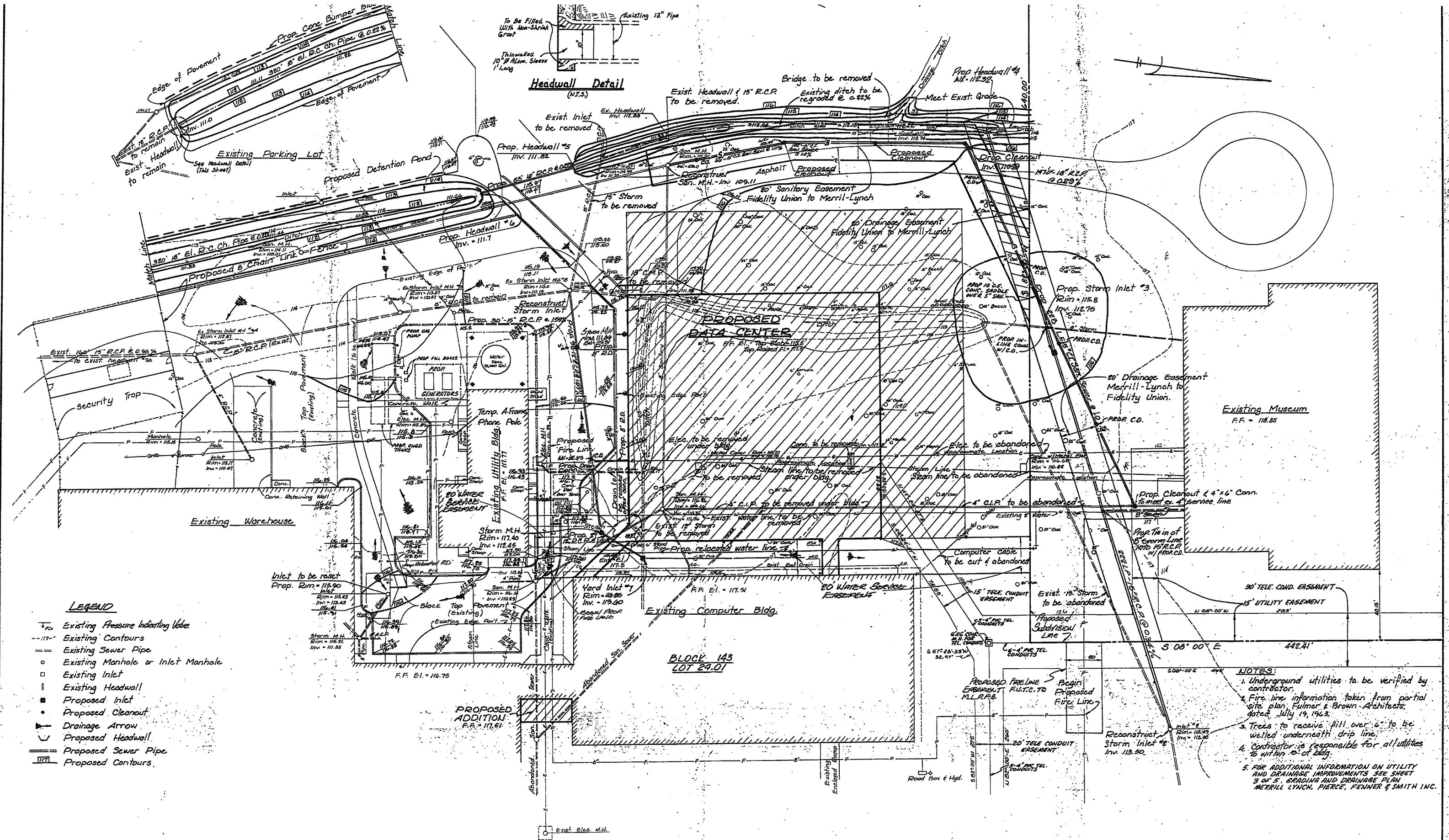
Dear Mrs. Kuker:

In furtherance of my letter of April 8 in connection with the captioned application, enclosed herewith please find photocopies of the receipts of certified mail.

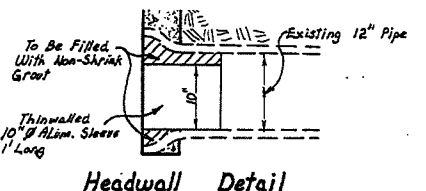
Very truly yours,

Vincent J. Sharkey, Jr.

VJS:slr
Encl.



Headwall Detail
(N.T.S.)



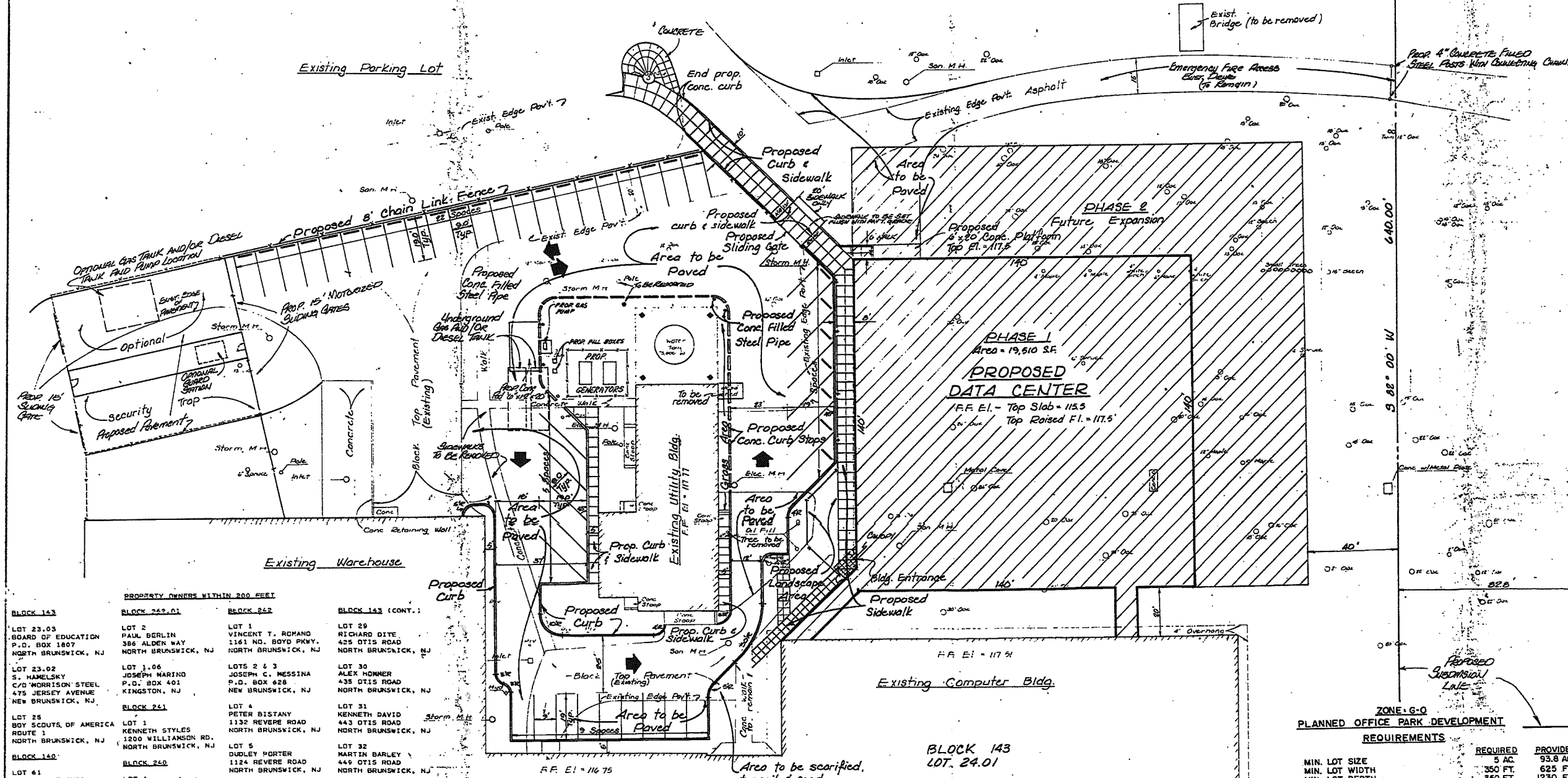
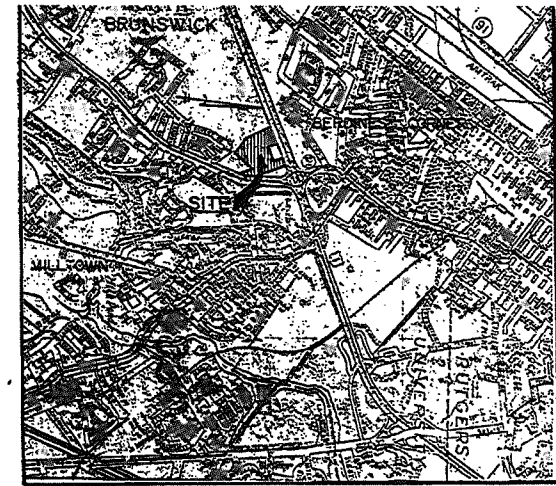
LEGEND

- Existing Pressure Indicating Valve
- - - Existing Contours
- Existing Sewer Pipe
- o Existing Manhole or Inlet Manhole
- Existing Inlet
- ▭ Existing Headwall
- Proposed Inlet
- Proposed Cleanout
- Drainage Arrow
- ▭ Proposed Headwall
- Proposed Sewer Pipe
- ▭ Proposed Contours

NOTES:

1. Underground utilities to be verified by contractor.
2. Fire line information taken from partial site plan, Fuller & Brown Architects, dated July 19, 1963.
3. Trees to receive fill over 6" to be well underneath drip line.
4. Contractor is responsible for all utilities to within 5' of bldg.
5. FOR ADDITIONAL INFORMATION ON UTILITY AND DRAINAGE IMPROVEMENTS SEE SHEET 3 OF 5, GRADING AND DRAINAGE PLAN, MERRILL LYNCH, PIERCE, FENNER & SMITH INC.

No.	REVISION	DATE	DRAWN	CHECKED	PL.
3	ADDED HEADWALL DETAIL - Storm M.H.	4/24/80	L.P.S.	W.J.M.	
2	REV. TELEPHONE EASEMENT AND CONDUIT	4/9/80	R.R.	W.J.M.	
1	ADDED STORM DETENTION POND & 3" R.C.P. DRAINAGE	3/22/80	D.S.C.	W.J.M.	



PROXIMATE OWNERS WITHIN 200 FEET

Block	Lot	Owner Name	Address
BLOCK 143	LOT 23.03	BOARD OF EDUCATION	P.O. BOX 1807, NORTH BRUNSWICK, NJ
	LOT 23.02	S. HAMELSKY	C/O MORRISON STEEL, 475 JERSEY AVENUE, NEW BRUNSWICK, NJ
	LOT 25	BOY SCOUTS OF AMERICA	ROUTE 1, NORTH BRUNSWICK, NJ
BLOCK 143 (CONT.)	LOT 29	RICHARD DITE	425 OTIS ROAD, NORTH BRUNSWICK, NJ
	LOT 30	ALEX HOMMER	435 OTIS ROAD, NORTH BRUNSWICK, NJ
	LOT 31	KENNETH DAVID	443 OTIS ROAD, NORTH BRUNSWICK, NJ
BLOCK 143 (CONT.)	LOT 32	MARTIN BARLEY	449 OTIS ROAD, NORTH BRUNSWICK, NJ
	LOT 33	FRANK P. MALTESE	1115 REVERE ROAD, NORTH BRUNSWICK, NJ
	LOT 34	NICK VOLK, JR.	473 OTIS ROAD, NORTH BRUNSWICK, NJ
BLOCK 143 (CONT.)	LOT 35	DAVID DALONZO	464 OTIS ROAD, NORTH BRUNSWICK, NJ
	LOT 36	FRANCES MALTESE	459 OTIS ROAD, NORTH BRUNSWICK, NJ
	LOT 37	HENRY HOBSON	1085 REVERE ROAD, NORTH BRUNSWICK, NJ
BLOCK 143 (CONT.)	LOT 38	ERNEST GUSMANO	1095 REVERE ROAD, NORTH BRUNSWICK, NJ
	LOT 39	ROBERT VANDEURSEN	1107 REVERE ROAD, NORTH BRUNSWICK, NJ
	LOT 40	CHARLES LINEGAR	1115 REVERE ROAD, NORTH BRUNSWICK, NJ
BLOCK 143 (CONT.)	LOT 41	RICHARD FARNHAM	1123 REVERE ROAD, NORTH BRUNSWICK, NJ
	LOT 42	ANGELICO COVINO	1163 REVERE ROAD, NORTH BRUNSWICK, NJ
	LOT 43	MARTHA WETZEL	382 W. 5TH ST., BRADBDOTON, NJ
BLOCK 143 (CONT.)	LOT 44	KENNETH BENKO	1117 REVERE ROAD, NORTH BRUNSWICK, NJ
	LOT 45	W.M. ABADILLA	1125 REVERE ROAD, NORTH BRUNSWICK, NJ
	LOT 46	PHILIP KASHIAN	475 SHERMAN ROAD, NORTH BRUNSWICK, NJ
BLOCK 143 (CONT.)	LOT 47	DAVID MILLER	1171 REVERE ROAD, NORTH BRUNSWICK, NJ
	LOT 48	LEON RYAN, JR.	845 HOOVER DR., NORTH BRUNSWICK, NJ
	LOT 49	PETER KUKER	1185 WILLIAMSON RD., NORTH BRUNSWICK, NJ
BLOCK 143 (CONT.)	LOT 50	BEVERLY ANN WARD	1495 WILLIAMSON RD., NORTH BRUNSWICK, NJ
	LOT 51	STELLA T. MOHA	1233 WILLIAMSON RD., NORTH BRUNSWICK, NJ
	LOT 52	JOSEPH FARFALLA	1285 JACKSON DR., NORTH BRUNSWICK, NJ
BLOCK 143 (CONT.)	LOT 53	TWP. NORTH BRUNSWICK	711 HERMAN RD., NORTH BRUNSWICK, NJ
	LOT 54	ANGELICO COVINO	1163 REVERE ROAD, NORTH BRUNSWICK, NJ
	LOT 55	EUGENE DAINO	1241 WILLIAMSON RD., NORTH BRUNSWICK, NJ
BLOCK 143 (CONT.)	LOT 56	CHRISTINA LABONE	1249 WILLIAMSON RD., NORTH BRUNSWICK, NJ
	LOT 57	GERHARD GRUEBAUM	441 SHERMAN ROAD, NORTH BRUNSWICK, NJ
	LOT 58	JOHN J. HEALY	489 SHERMAN ROAD, NORTH BRUNSWICK, NJ
BLOCK 143 (CONT.)	LOT 59	JOSEPH FARFALLA	1285 JACKSON DR., NORTH BRUNSWICK, NJ
	LOT 60	PHILIP KASHIAN	475 SHERMAN ROAD, NORTH BRUNSWICK, NJ
	LOT 61	JOHN J. HEALY	489 SHERMAN ROAD, NORTH BRUNSWICK, NJ
BLOCK 143 (CONT.)	LOT 62	JOSEPH FARFALLA	1285 JACKSON DR., NORTH BRUNSWICK, NJ
	LOT 63	JOSEPH FARFALLA	1285 JACKSON DR., NORTH BRUNSWICK, NJ
	LOT 64	JOSEPH FARFALLA	1285 JACKSON DR., NORTH BRUNSWICK, NJ

PROPOSED ADDITION
R.F. E1 - 117.81

Note:
All disturbed areas to be topsoiled and seeded unless noted otherwise.
All pavement surfaces to have a smooth surface. Proposed pavement shall be feathered to meet existing.
All trees within 10' of Phase 1 construction improvements to be removed.

**ZONE G-0
PLANNED OFFICE PARK DEVELOPMENT
REQUIREMENTS**

REQUIRED	PROVIDED
MIN. LOT SIZE	5 AC
MIN. LOT WIDTH	350 FT.
MIN. LOT DEPTH	1230 FT.
MIN. FRONT SETBACK	100 FT.
MIN. SIDE SETBACK	40 FT.
MIN. REAR SETBACK	175 FT.
MAX. BLDG. HEIGHT WITH 100' BUFFER TO RESIDENTIAL ZONE	35 FT.
MAX. LOT COVERAGE	40%
PARKING SPACES:	1042

OWNER/APPLICANT
FIDELITY UNION TRUST COMPANY
FIDELITY PLAZA, CN 2101
NORTH BRUNSWICK, N.J., 08902

APPROVED BY THE PLANNING BOARD OF NORTH BRUNSWICK.

CHAIRMAN	DATE
SECRETARY	DATE
ENGINEER	DATE

RUSSELL H. RICHARDSON, ARCHITECT
REGISTRATION NUMBER C-5866

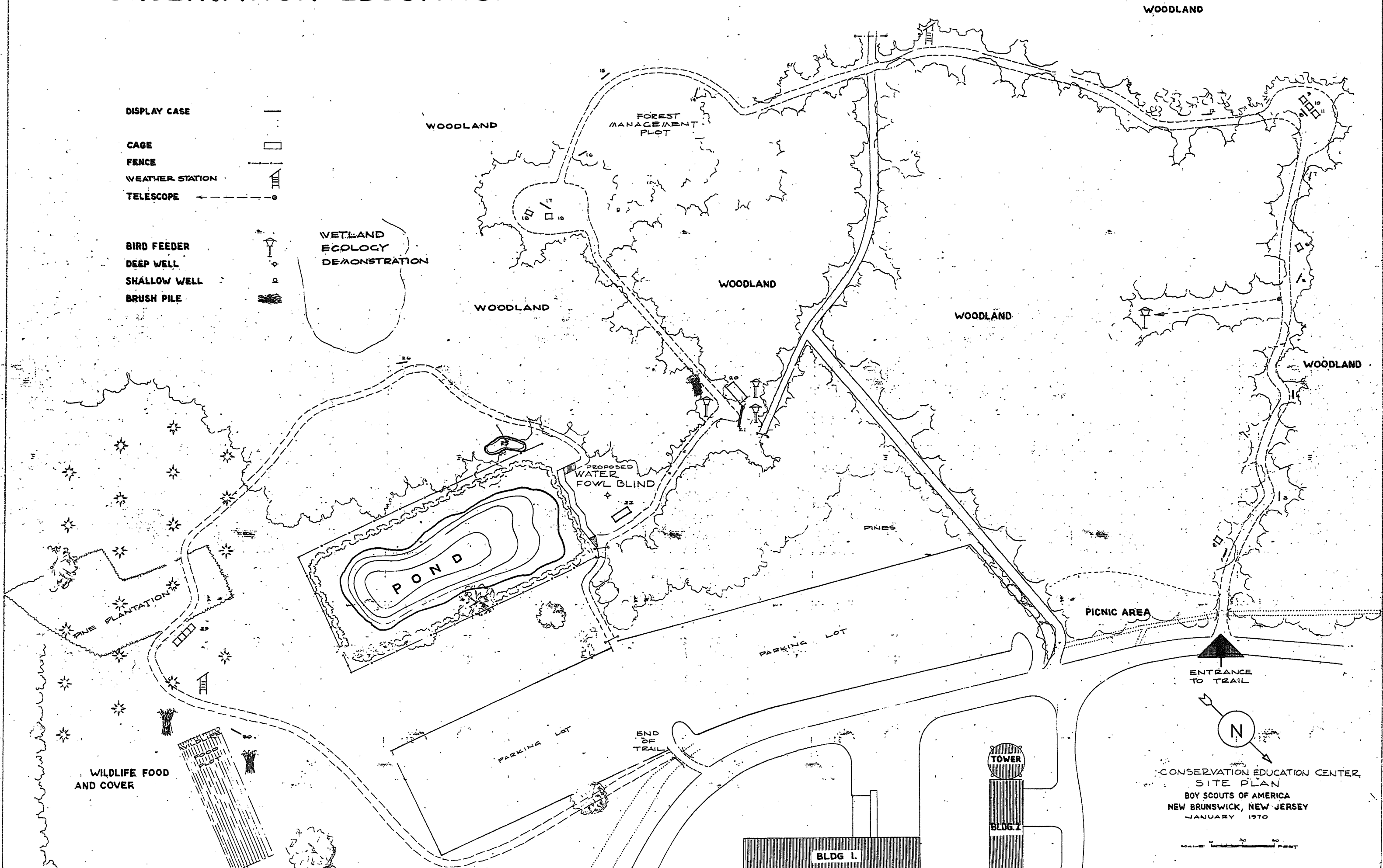
SITE PLAN OF DATA CENTER FIDELITY PLAZA
SITUATED IN NORTH BRUNSWICK TOWNSHIP, MIDDLESEX CO., N.J.

FILE #:
LDS NB PZ 10001161

ABBINGTON-NEY ASSOCIATES
CONSULTING ENGINEERS - LAND SURVEYORS
PROFESSIONAL PLANNERS

DATE: 3-14-80
SCALE: 1" = 20'
SHEET NO. 1 OF 5

CONSERVATION EDUCATION CENTER



- DISPLAY CASE
- CAGE
- FENCE
- WEATHER STATION
- TELESCOPE
- BIRD FEEDER
- DEEP WELL
- SHALLOW WELL
- BRUSH PILE

WOODLAND

WOODLAND

FOREST
MANAGEMENT
PLOT

WETLAND
ECOLOGY
DEMONSTRATION

WOODLAND

WOODLAND

WOODLAND

WOODLAND

POND

PROPOSED
WATER
FOWL BLIND

PINES

PICNIC AREA

PARKING LOT

ENTRANCE
TO TRAIL

N

WILDLIFE
FOOD
AND COVER

WILDLIFE
FOOD
BLDG.

END
OF
TRAIL

PARKING LOT

TOWER

BLDG. 2

BLDG. 1.

CONSERVATION EDUCATION CENTER
SITE PLAN
BOY SCOUTS OF AMERICA
NEW BRUNSWICK, NEW JERSEY
JANUARY 1970

SCALE 0 20 40 FEET

RESOLUTION

TOWNSHIP OF NORTH BRUNSWICK PLANNING BOARD

**North Brunswick Business Park LLC
Campus Pointe – 100 Fidelity Plaza
Block 143, Lot 24.04
North Brunswick, New Jersey
Minor Subdivision Application
With Variances
Application No. 2578**

WHEREAS, pursuant to the applicable provisions of the North Brunswick Zoning Ordinance (the “Ordinance”), an application has been submitted to the North Brunswick Township Planning Board (the “Board”) by North Brunswick Business Park LLC (the “Applicant”) seeking Minor Subdivision Approval and variances (the “Application”) for property located at 100 Fidelity Plaza, and designated as Block 143, Lot 24.04 on the official tax map (the “Property”); and

WHEREAS, the Property is irregular in shape, has frontage along US Route 1 and US Route 130, is 4,008,747 sq. ft (92.028 acres) in area and is situated in the O-R Office Research Zone District; and

WHEREAS, the Property is improved with an office building complex (the “Fidelity Plaza site”), a daycare facility (the “Daycare site”), and associated paved parking areas, drive aisles and concrete sidewalks. The Daycare site is currently separated from the Fidelity Plaza site by an access drive; and

WHEREAS, the Applicant is proposing to subdivide the Property to create two new lots, with the Daycare site on proposed lot 24.06, consisting of five (5) acres±, and the Fidelity Plaza site and access drive serving both lots on proposed lot 24.05, consisting of eighty-seven (87) acres±; and

WHEREAS, a public hearing washeld on this matter on June 12, 2018, upon proper public and personal notice pursuant to N.J.S.A. 40:55D-12, and the relevant portion of the Ordinance; and

WHEREAS, during the course of the hearing on the Application, the following reports and/or documents were considered by the Board:

<u>Description of Report/Document</u>	<u>Date of Report/Document</u>
Plans entitled, "Minor Subdivision Plan, Campus Pointe – Fidelity Plaza, Block 143, Lot 24.04, Township of North Brunswick, Middlesex County, New Jersey," prepared by Neglia Engineering Associates, consisting of two (2) sheets;	March 15, 2018
Cover Letter re: North Brunswick Business Park, LLC, Minor Subdivision Application, 100-300 Fidelity Plaza, North Brunswick, New Jersey, prepared by Hambro & Mitchell, Attorneys at Law	March 23, 2018
Memo by Board Engineer John D. Kriskowski, P.E., of CME Assoc., 4 pp.	May 15, 2018
Various application forms and correspondence; and	

WHEREAS, the Board, after carefully considering the evidence presented by and on behalf of the Applicants, and upon the advice and recommendations of the advisory municipal personnel, agencies and consultants, makes the following findings of fact:

FINDINGS OF FACT

1. Except as otherwise set forth herein, all of the recitals set forth above are incorporated herein as findings of fact.
2. Except as otherwise modified herein, any factual information set forth in the reports and/or documents detailed above is incorporated herein by reference.

3. The Applicant was represented by Steven M. Hambro, Esq., of the firm Hambro & Mitchell, Attorneys at Law.

4. Prior to the hearing, the Board Attorney, Sarah E. Fitzpatrick, Esq., reviewed the legal sufficiency of the notice provided by the Applicant and advised the Board that the jurisdictional prerequisites had been met.

5. Mr. Hambro began his presentation with a brief description of the Application. Mr. Hambro stated that the Applicant proposes no changes to the existing buildings or other site improvements. Mr. Hambro then introduced Robert Connolly, representing the Applicant, who was duly sworn.

6. Mr. Connolly testified that the primary reason for the subdivision is to remove the Daycare site from the restrictions and approval requirements of the "master lease" between the Applicant and the tenant of the Fidelity Plaza site, Wells Fargo, which are burdensome and time consuming.

7. Mr. Hambro then called David Juzmeski, P.E., P.P. of Neglia Engineering Associates as a witness. Mr. Juzmeski was duly sworn and accepted by the Board as an expert in the fields of civil engineering and professional planning.

8. Mr. Juzmeski testified that he had prepared the minor subdivision plan for this Application. He stated that subdividing the Property as proposed, with the existing driveway as a boundary, without any site modifications required, made sense from a planning perspective.

9. Upon questioning by the Board as to the size of the new lot and the need for a lot area variance, Mr. Juzmeski testified that existing site conditions dictated the size of the proposed new Daycare site.

10. With regard to the requested lot area variance for the Daycare site, where twenty (20) acres are required and five (5) are proposed, Mr. Juzmeski noted that daycare centers were

permitted uses in the C-4 zone with 50,000 sq. ft., or slightly over one (1) acre, which is less than proposed for the Daycare site.

11. With regard to the requested variance for lot width for the Daycare site, where 500 feet are required and 407 feet are proposed, Mr. Juzmeski testified that the location of the driveway from US Route 1 created this condition.

12. Mr. Juzmeski testified that the proposal caused no detrimental effects on adjacent properties or on the zone code, and entailed benefits with regard to leasing opportunities. He further testified that nearby lots were similar in size to the proposed Daycare site, so it would not be out of ordinary in the area.

13. With regard to parking, Mr. Juzmeski stated that there are eleven (11) spaces on the Daycare site, as well as seven (7) dedicated spaces and some thirty (30) first-come first-serve spots across the access road on the Fidelity Plaza site available to the daycare center. The Applicant agreed to provide documentation of continuing cross-parking rights to the Board as a condition of approval.

14. Mr. Juzmeski confirmed that, as conditions of approval, the Applicant would comply with the comments made in the Board Engineer's report, including but not limited to securing access agreements and/or easements for use of the access drive on the Fidelity Plaza site by the Daycare site, to accommodate utility service to both sites, if necessary, and to continue the existing cross-parking rights, and to provide the agreements and/or easements to the Board Attorney for review.

15. Mr. Hambro then summarized the evidence presented by the Applicant in support of the subdivision and requested bulk variances.

NOW, THEREFORE, BE IT RESOLVED, that the North Brunswick Township Planning Board hereby grants Minor Subdivision Approval with variances, with regard to the Property known as Block 143, Lot 24.04, subject to the following conditions:

1. The Applicant shall comply with the comments and recommendations contained in the report prepared by CME Associates.
2. The Applicant shall bring all escrow accounts with the Township current.
3. Except as specifically varied or waived herein, this approval does not in any way relieve the Applicant from constructing all improvements as herein approved in accordance with good and acceptable engineering and construction standards and all construction engineering requirements of the Township.
4. The Applicant shall obtain such other governmental or quasi-governmental approvals as may be legally required in order for the Applicant to subdivide the Property as approved.
5. The Applicant shall comply with any representations made at the public hearing of this Application.

THIS IS TO CERTIFY that the foregoing is a true copy of the Resolution adopted by the Planning Board of the Township of North Brunswick at its public meeting held on July 17, 2018.

Janice A. Larkin
Planning Board Secretary

RESOLUTION

TOWNSHIP OF NORTH BRUNSWICK PLANNING BOARD

**North Brunswick Business Park LLC
Campus Pointe – 100 Fidelity Plaza
Block 143, Lot 24.04
North Brunswick, New Jersey
Extension of Minor Subdivision Application
With Variances Approval
Application No. 2578**

WHEREAS, pursuant to the applicable provisions of the North Brunswick Zoning Ordinance (the “Ordinance”), an application has been submitted to the North Brunswick Township Planning Board (the “Board”) by North Brunswick Business Park LLC (the “Applicant”) seeking Minor Subdivision Approval and variances (the “Application”) for property located at 100 Fidelity Plaza, and designated as Block 143, Lot 24.04 on the official tax map (the “Property); and

WHEREAS, Application No. 2578 was approved by the Board as reflected by its memorialization and adoption of the July 17, 2018, Resolution; and

WHEREAS, the Applicant has requested an extension of the terms and conditions of the July 17, 2018, Resolution, that extension request coming before the Board on May 28, 2020; and

WHEREAS, the Applicant, through Counsel, has represented that the extension has been necessitated by the delay in obtaining necessary permitting which has now been completed and granted;

WHEREAS, the Board, after carefully considering the request of Applicant, and upon the advice and recommendations of the advisory municipal personnel, agencies and consultants, makes the following findings of fact:

FINDINGS OF FACT

1. Except as otherwise set forth herein, all of the recitals set forth above are incorporated herein as findings of fact.

2. Except as otherwise modified herein, any factual information set forth in the July 17, 2018, Resolution referenced above is incorporated herein by reference.

3. The Applicant was represented by Steven M. Hambro, Esq., of the firm Hambro & Mitchell, Attorneys at Law.

4. Prior to the hearing, the Board Attorney, Raymond J. Stine, Esq., reviewed the legal notice requirements for approval of extensions for minor subdivisions pursuant to NJSA 40:55D-12(a) and advised the Board that the jurisdictional prerequisites had been met.

5. Mr. Hambro explained that various delays in the application process for necessary permitting had been overcome and that all necessary permits had now been received.

7. Mr. Hambro requested an extension of 60 days from the date of adoption of the approving Resolution for purposes of filing the appropriate Deeds.

NOW, THEREFORE, BE IT RESOLVED, that the North Brunswick Township Planning Board hereby grants the requested extension, subject to the following conditions:

1. The Applicant shall continue to comply all terms of the July 17, 2018, Resolution.

2. The Applicant shall bring all escrow accounts with the Township current.

3. The extension will be for 60 days beginning on the date of the adoption by the Board of the memorializing Resolution.

THIS IS TO CERTIFY that the foregoing is a true copy of the Resolution adopted by the Planning Board of the Township of North Brunswick at its public meeting held on July 7, 2020.

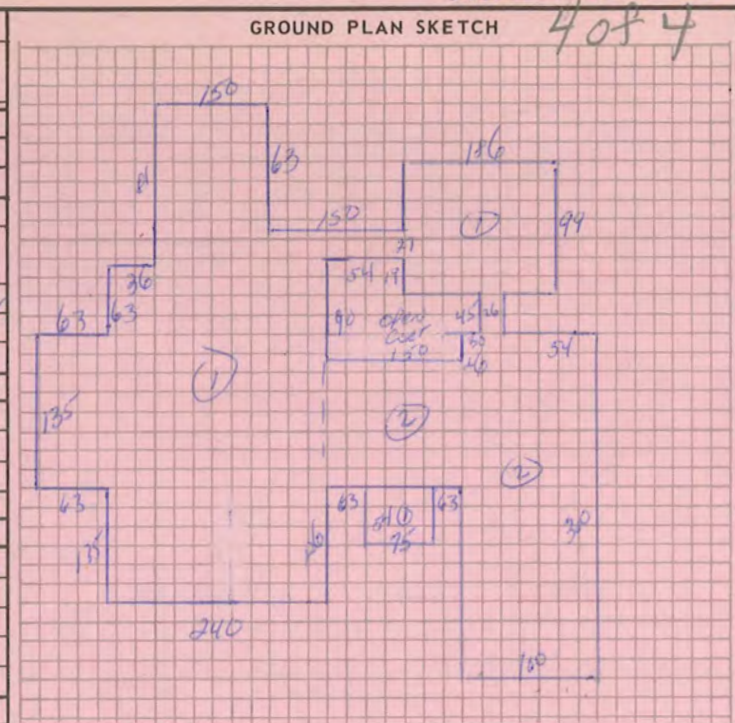
Janice A. Larkin
Planning Board Secretary

APPENDIX E: HISTORIC FLOOR PLANS

MAIN OFFICE Building 9

4084

PRINCIPAL BUILDING DESCRIPTION			
BUILDING CLASS	414B	OBSERVED PHYSICAL CONDITION	Actual Age
TYPE AND USE	3) ROOF	Good Normal Fair Poor	Effective Age
Combination Stores and Apt. Offices Loft	Roof Construction:	Wood Steel Deck	7) ELECTRIC WIRING
Hotel Store	Reinforced Concrete	None Stove	8) HEATING
Office Bank	Roofing:	Hot Air:	Refrigerated P/C
Theatre Garage	Prepared Roll Shingle	Pipeless Grav. Forced	
Gas Sta. Indust.	Built-up Corr. Metal	Fan Units	
Warehouse Greenhouse	Other	Steam or Hot Water	
Hospital	4) FLOORS	Stoker No Boiler	
Other	Floor Construction: Floors	9) BASEMENT	
STRUCTURAL FRAME	Wood	None Full Height	
Columns	Wood Steel Conc	Concrete on Grade	Partial: Sq. Ft.
Main Beams		Reinforced Concrete	Finished Sq. Ft.
Joists		Finish Flooring: 1st 2nd Above	Floor: Dirt Wd. Conc.
Trusses		Wood or Equiv.	10) AIR CONDITIONING
Girder		Other	Washed
Height in Stories	1P2	5) INTERIOR FINISH	Refrigerated P/C
1) FOUNDATION	Developed Area: (sq. Ft.)	Full floor area	
Masonry	Apt. Area	No. of floors	
Wood or Block Piers	No. Units: No. Rms:	Partial: Floor area	
2) EXT. WALL CONSTR.	Office Area: 10070	11) FIRE PROTECTION	
Wood:	Type: Office Wood	Sprinkler (Fir. area)	10070
Lined	Other Area:	Fire Hose Stat. No. Size	
Unlined	Type:	Fire Pumps	
Brick	Partitions Lin. Ft. Hgts.	12) BLDGS. ELEVATORS	
Concrete Blk.	Wood Stud	Type Number Cap. Floors	
Stone	Plas Side	Passenger	
Concrete	Masonry	Freight	
Corr. Iron	Plas Side	CAPITALIZATION	
Other	Firewalls	Gross Inc.	
Store Fronts: (Lin. feet)	6) PLUMBING	Net Income	
Wood or Low Cost metal set	Utility Connections:	Inc. to Land	
Ave. grade metal set	Sewer Water	Inc. to Bldg.	
Good grade metal set	Fixtures: Single	Cap. Rate	
	2 Fixt. 6	Bldg. Value	
	3 Fixt. 6		



BUILDING VALUE CALCULATION			
ITEM NO.	AREA OR QUAN.	UNIT COST	TOTAL
Base	185445	4.45	825418
ADDITIONS AND DEDUCTIONS			
5A2	185445	.92	+170616
5A2	51306	.92	+47201
6A	6	380	+2280
8A	185445	.90	+166936
8A	51306	.90	+46175
10C	370970	.060	+222582
11A	185445	.32	+59355
11B	51306	.32	+16417

RENTS:																	
WALL RATIO CALCULATION																	
DEPRECIATION AND OBSOLESCENCE																	
DEPRECIATION																	
OBSOLESCENCE																	
SUMMARY OF APPRAISED VALUE																	
															Total Area	Total Cube	
															Ground Area	Perimeter	Wall Ratio
															Principal Building Value	2080000	
															Accessory Building Value	3500	
															TOTAL BUILDING VALUE	2083500	

Floor or Part	Width	Length	Area	Height	Cubic Feet
①	110	300	33000		
②	201	106	21306		
③	136	99	18414		
④	240	333	79920		
⑤	75	54	4050		
⑥	63	135	8505		
⑦	150	81	12150		
⑧	150	54	8100		

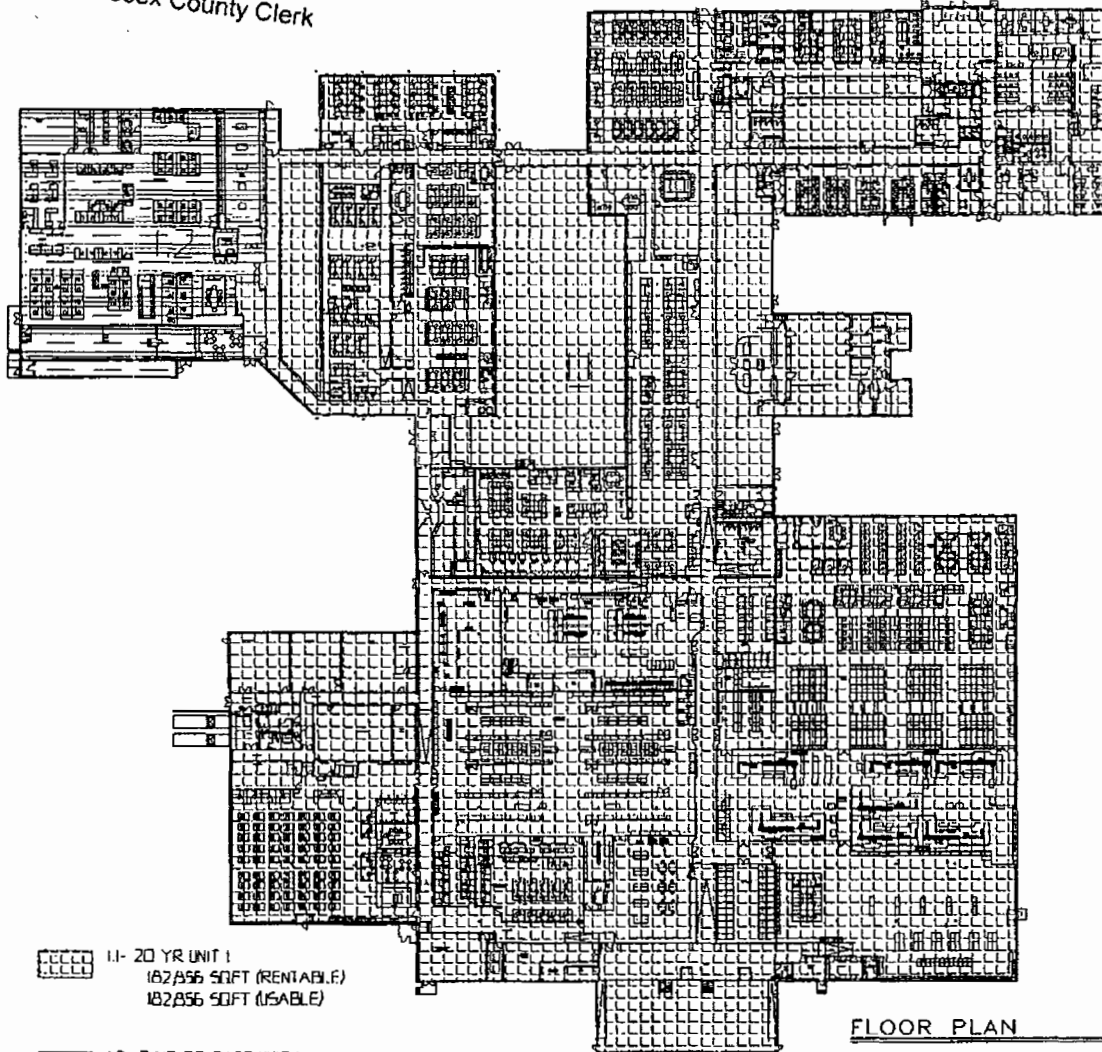
REPLACEMENT COST			
DEPRECIATION AND OBSOLESCENCE			
DEPRECIATION			
OBSOLESCENCE			
SUMMARY OF APPRAISED VALUE			
Cost Factor	167		
Replacement Cost	2600000		
a. Effective Age Depr.	20 %		
b. Observed Physical Cond.	%		
c. Net Condition	80 %		
d. Overimprovement	%		
e. Underimprovement	%		
f. Other	%		
g. Net Condition	%		
h. FINAL NET COND.	%		



DESCRIPTIONS, REPLACEMENT COST AND APPRAISAL OF ACCESSORY BUILDINGS																				
Bldg. Ident.	Class No.	Dimensions			Foundation	Floor	Roof	Walls	Missing Wall	Heat	Light	Plbg.	Age	Area	Unit Cost	Adds and Deducts	Replacement Cost	Net Cond. %	Net Appraisal	
		Elevator Height																	3500	
																			3500	

Measured and Listed by _____ Date _____ Classified by _____ Date _____ Checked by _____ Date _____

EXEMPT PROPERTY RECORD CARD

ILLEGIBLE ORIGINAL
Middlesex County Clerk










- 
 1.1- 20 YR UNIT I
 182,856 SQFT (RENTABLE)
 182,856 SQFT (USABLE)
- 
 1.2- 2 YR RELEASE UNIT I
 18,092 SQFT (RENTABLE)
 18,092 SQFT (USABLE)

FLOOR PLAN

THE LONGO PARTNERSHIP ARCHITECTS
BRUNNEN & LONDON P.A. ARCHITECTS
 WALTER P. ATAN, JR. P.E. ARCHITECT
 WENDY P. WELLS, AIA ARCHITECT
 304 SOUTH STREET
 NEW BRUNSWICK, N.J. 08901
 TELEPHONE (908) 484-8800

WACHOVIA
 PIPE DREAM
GRAPH BY JSL
 CHECKED BY VFW
 PROJECT NO. 0440 G
 CERTIFICATE NUMBER AI-11075

HATCH LEGEND

-  COMMON SPACE
-  VERTICAL PENETRATION
-  20 YEAR SPACE
-  2 YR RELEASE
-  TENANT
-  VACANT
-  BUILDING SUPPORT OPERATION

BOMA AREA CALCULATIONS

FLOOR GROSS	205,826 SF
FLOOR CORE	43,757 SF
FLOOR USABLE	200,940 SF
FLOOR RENTABLE	200,940 SF
COMMON SPACE	0 SF
20 YEAR USABLE	182,856 SF
20 YEAR RENTABLE	182,856 SF
2 YEAR RELEASE USABLE	18,092 SF
2 YEAR RELEASE RENTABLE	18,092 SF
TENANT USABLE	0 SF
TENANT RENTABLE	0 SF
VACANT SPACE USABLE	0 SF
VACANT SPACE RENTABLE	0 SF

FLOOR AREA MEASUREMENTS

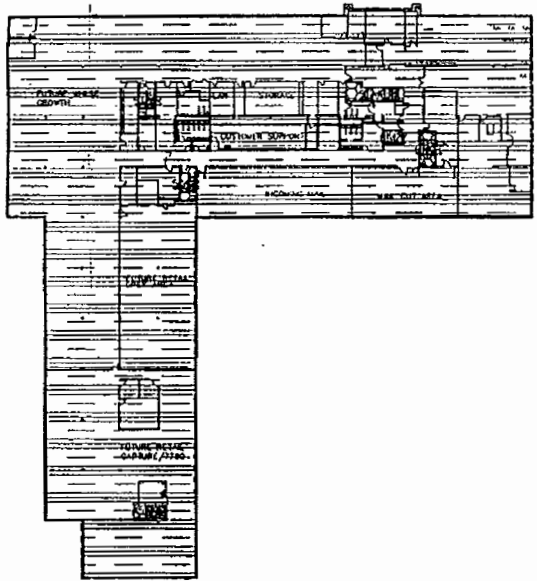
NBDC OPERATIONS CENTER
 100 FIDELITY PLAZA
 NORTH BRUNSWICK, NJ
 280837

SCALE: 1/8" = 1'-0"
 DATE: 08/30/04
 9.17.04
 FLOOR #

BK5412P6576

54 12 - 576

ILLEGIBLE ORIGINAL
Middlesex County Clerk



SECOND FLOOR PLAN

2.1- 2 YR RELEASE UNIT I
44,993 SQFT (RENTABLE)
41,993 SQFT (USABLE)

THE LONGO PARTNERSHIP ARCHITECTS
RODOLFO L. LONGO, P.A. ARCHITECT
 300 SOUTH STREET
 NEW BRUNSWICK, N.J. 07971
 TELEPHONE (908) 481-8300

WACHOVIA PIPE DREAM
CREATED BY VFW
 PROJECT NO. 0448 G

Vincent F. Filipp
ARCHITECT CERTIFICATE NUMBER AI-11675

HATCH LEGEND

- COMMON SPACE
- VERTICAL PENETRATION
- 20 YEAR SPACE
- 2 YR RELEASE
- TENANT
- VACANT
- BUILDING SUPPORT OPERATION

BOMA AREA CALCULATIONS

FLOOR GROSS	41,905 SF
FLOOR CORE	2,975 SF
FLOOR USABLE	44,980 SF
FLOOR RENTABLE	44,980 SF
COMMON SPACE	0 SF
20 YEAR USABLE	0 SF
20 YEAR RENTABLE	0 SF
2 YEAR RELEASE USABLE	44,980 SF
2 YEAR RELEASE RENTABLE	44,980 SF
TENANT USABLE	0 SF
TENANT RENTABLE	0 SF
VACANT SPACE USABLE	0 SF
VACANT SPACE RENTABLE	0 SF

FLOOR AREA MEASUREMENTS

NBDC OPERATIONS CENTER
 100 FIDELITY PLAZA
 NORTH BRUNSWICK, NJ
 08901

SCALE: AS SHOWN
 DATE: 08/30/04

2
FLOOR #

BK5412PG578

5412-578

APPENDIX F: NJDEP DATA MINER RECORDS

Site ID: 395458

Program Interest Results

[Inspections](#)

[Enforcement Actions](#)

[Violations](#)

Program	PI ID	Name	Active	Address	City	State	Zip	Type	Reports
Land Use	1215-09-0003.1	BRIGHT HORIZONS CHILDRENS CENTERS LLC	Y					COASTAL AND LAND USE	Enf. Actions by PI
									Inspections by PI Timeframe
									Violations by Date
									Land Use Activity
									Outstanding Bill
									Pending Permit Progress
									Permits by Timeframe
									Enf. Actions by PI
									Inspections by PI Timeframe
								Violations by Date	
	1215-09-0003.2	FIRST STATES INVESTORS 3300 LLC	Y					COASTAL AND LAND USE	Land Use Activity
Outstanding Bill									
Pending Permit Progress									
								Permits by Timeframe	
								Enf. Actions by PI	
								Inspections by PI Timeframe	
								Violations by Date	
	1215-09-0003.3	NORTH BRUNSWICK LAND HOLDINGS LLC	Y	100 FIDELITY PLZ	North Brunswick	NJ	08850	COASTAL AND LAND USE	Land Use Activity
Outstanding Bill									
Pending Permit Progress									
								Permits by Timeframe	
Program	PI ID	Name	Active	Address	City	State	Zip	Type	Reports

Land Use Permitting Report

Freshwater Wetlands

Activity Type	Clock Status	Document Status	Elapsed	PI Number	Applicant
FWLI4 Verification over an acre LOI		Expired		1215-09-0003.2	FIRST STATES INVESTORS 3300 LLC
				1215-09-0003.2	FIRST STATES INVESTORS 3300 LLC
FWLIRI re-issuance of LOI		Issued		1215-09-0003.2	FIRST STATES INVESTORS 3300 LLC
				1215-09-0003.2	FIRST STATES INVESTORS 3300 LLC

Activity Number	Assigned To Name	Task	Completed Date
FWW 110001	Werner, Joanne	Receive Application	12/19/11
	Wair, Renee	Receive Fee	12/19/11
	Fisher, Linda	Assign Project Manager	12/19/11
	Milligan, Donna	Start Administrative Review	12/20/11
	Milligan, Donna	End Administrative Review	12/21/11
	Fisher, Linda	Start Technical Review	1/3/12
	Fisher, Linda	Site Visit	1/31/12
	Fisher, Linda	*Request FWW deficiency information	3/9/12
	Fisher, Linda	*Receive FWW Deficiency Information	7/2/12
	Fisher, Linda	Complete Project Manager Review	9/24/12
	King, John	Complete P.M. Supervisor Review	9/26/12
	King, John	End Technical Review	9/26/12
	King, John	***Verify Wetland	9/26/12
	King, John	**Approve Application	9/26/12
		Document Issued	9/26/12
	Howell, Monique	send approval	9/27/12
	Bryant, Ramona	Warehouse Box Number	11/7/12
	Document Expired	9/25/17	
FWW 140001	Terry, James	Receive Application	9/12/14

Activity Number	Assigned To Name	Task	Completed Date
FWW 140001	Wair, Renee	Receive Fee	9/12/14
	Rivera, Sharon	Start Administrative Review	9/12/14
	Schaffer, Cathryn	Assign Project Manager	9/12/14
	Rivera, Sharon	End Administrative Review	9/12/14
	Schaffer, Cathryn	info request	9/29/14
	Schaffer, Cathryn	Start Technical Review	10/17/14
	Schaffer, Cathryn	Site Visit	10/23/14
	Schaffer, Cathryn	receive e-mail	10/23/14
	Schaffer, Cathryn	Site Visit	12/16/14
	Schaffer, Cathryn	info request	1/7/15
	Schaffer, Cathryn	Receive Correspondence	1/16/15
	Schaffer, Cathryn	Complete Project Manager Review	1/28/15
	Schaffer, Cathryn	End Technical Review	1/28/15
	King, John	Complete P.M. Supervisor Review	2/9/15
	King, John	***Verify Wetland	2/9/15
	King, John	**Approve Application	2/9/15
		Document Issued	2/9/15
	Howell, Monique	send approval	2/10/15
	Howell, Monique	Scanned Letter	2/10/15
	Henderson, Kim	Scanned Map	2/11/15
	Kelley, Ja'mes	Warehouse Box Number	6/22/16
	Jones, Christopher	wetland reclassification letter	2/14/19
Howell, Monique	Scanned Letter	2/19/19	
Howell, Monique	Mail Document	2/19/19	
Wedgest, Sade	Scanned Map	2/26/19	
	Document Expired	2/8/20	
FWW 200001	Kelley, Ja'mes	Receive Application	2/5/20
	Wair, Renee	Receive Fee	2/5/20
	Bryant, Ramona	Application Administratively Complete	2/5/20
	Bryant, Ramona	Start Administrative Review	2/5/20
	Prihoda, Michael	Assign Project Manager	2/10/20
	Bryant, Ramona	End Administrative Review	2/10/20
	Moore, Tiffany	Scanned Map	2/11/20
	Prihoda, Michael	Start Technical Review	2/20/20

Activity Number	Assigned To Name	Task	Completed Date
FWW 200001	Prihoda, Michael	Complete Project Manager Review	4/1/20
	Prihoda, Michael	End Technical Review	4/1/20
	Tamagno, Joslin	Complete P.M. Supervisor Review	4/6/20
	Tamagno, Joslin	***Verify Wetland	4/6/20
	Tamagno, Joslin	**Approve Application	4/6/20
		Document Issued	4/6/20

Land Use Permitting Report

Land Use Authorizations

Activity Type	Clock Status	Document Status	Elapsed	PI Number	Applicant
Land Use Authorization	On Time	Withdrawn	0	1215-09-0003.3	NORTH BRUNSWICK LAND HOLDINGS LLC
			0	1215-09-0003.3	NORTH BRUNSWICK LAND HOLDINGS LLC

Activity Number	Assigned To Name	Task	Completed Date
LUP 210001	Kelley, Ja'mes	Receive Application	1/19/21
	Dunn, Margaret	Receive Fee	1/19/21
	Zigrand, Jeff	Start Administrative Review	1/19/21
	Zigrand, Jeff	Application Administratively Complete	1/19/21
	Anderson, Ryan	Assign Project Manager	1/26/21
	Zigrand, Jeff	End Administrative Review	1/26/21
	Fielding, Megan	Start Technical Review	2/9/21
	Fielding, Megan	Complete PM 20 day Review	2/9/21
	Fielding, Megan	Send deficiency to Supervisor for review	2/11/21
	Tamagno, Joslin	Supervisor review deficiency letter	2/12/21
	Fielding, Megan	*Request Technical Information	2/16/21
		Document Withdrawn	5/24/23
		Withdrawal of Application Email Sent	5/24/23
	Fielding, Megan	*Receive Technical Deficiency Information	
	Anderson, Ryan	Complete Project Manager Review	
	Anderson, Ryan	Complete P.M. Supervisor Review	

**Inspections Completed At NORTH BRUNSWICK OFFICE CAMPUS - Program Interest
ID: 19193 Between 1/1/2000 and 4/22/2024 By The Air Program**

Apr 22, 2024 11:29

NOTE: The information contained in this report will be limited to the date each program began using the Department's integrated database, NJEMS. The programs began using the system for this information as follows: Air - 10/1998; Hazardous Waste - 1/2000; Water - 7/2000; TCPA - 12/2001; Land Use 12/2001; DPCC - 1/2002; Solid Waste - 1/2002; Right To Know - 3/2002 and Pesticides - 4/2002. For complete information prior to these dates, please submit an official OPRA request form to the Department. If printing this report, select landscape orientation.

Disclaimer: Only final inspection reports are listed in this report. Inspections for which a report has not been finalized by the Department will not appear in this report. Also, inspections which yield violations but where the inspected entity has not yet been notified of the violation are not listed in this report. For inspections indicating Violations Found, this means that one or more alleged violations were observed during the inspection, based on facts and information known to the Department at the time of the inspection. Errors or omissions in the factual basis for any violation may result in a future change in classification as a violation when such information becomes known.

Activity Number	Inspection Type	Date of Inspection	Finalized Date	Inspection Results	Inspection Details	Related Enf Actions	Related Violations
SUB 230001	(Air) Annual Boiler Adjustment	6/6/23	6/6/23	#No Violations Found#	Click for Inspection Summary...	Click for Enforcement Action Info	Click for Violations Info

Activity Number	Inspection Type	Date of Inspection	Finalized Date	Inspection Results	Inspection Details	Related Enf Actions	Related Violations
SUB 230002	(Air) Annual Boiler Adjustment	6/6/23	6/6/23	#No Violations Found#	Click for Inspection Summary...	Click for Enforcement Action Info	Click for Violations Info

Activity Number	Inspection Type	Date of Inspection	Finalized Date	Inspection Results	Inspection Details	Related Enf Actions	Related Violations
SUB 230003	(Air) Annual Boiler Adjustment	6/6/23	6/6/23	#No Violations Found#	Click for Inspection Summary...	Click for Enforcement Action Info	Click for Violations Info

Activity Number	Inspection Type	Date of Inspection	Finalized Date	Inspection Results	Inspection Details	Related Enf Actions	Related Violations
SUB 230004	(Air) Annual Boiler Adjustment	10/30/23	10/30/23	#No Violations Found#	Click for Inspection Summary...	Click for Enforcement Action Info	Click for Violations Info

Facility Reconciliation Report

This report displays the facility information currently in the Department's database. To revise this information for the Preconstruction Permit program, a Non-Technical Amendment form (available at <https://dep.nj.gov/boss/applications-and-forms/>) must be completed and submitted to the Department. To revise this information for the Operating Permit program, an Administrative Amendment must be filed using RADIUS.

Contact Information for:

Facility ID: 19193
Facility Name: NORTH BRUNSWICK OFFICE CAMPUS
Mailing Address Line 1: 100 FIDELITY PLAZA
Mailing Address Line 2:
Mailing Address City: North Brunswick
Mailing Address Zip Code: 089022762

Non-DEP Contact: Air Permit Information Contact

Contact Name CHRISTOPHER CELLA
Contact Title
E-mail Address
Contact Organization JLL
Address Line 1 100 FIDELITY PLAZA
Address Line 2
City North Brunswick
State NJ
Zip 089022762

Non-DEP Contact: Fees/Billing Contact

Non-DEP Contact: Fees/Billing Contact

Contact Name	PIA CRUZ
Contact Title	
E-mail Address	
Contact Organization	JLL
Address Line 1	PO BOX 2854
Address Line 2	
City	PORTLAND
State	OR
Zip	97205

Non-DEP Contact: Responsible Official

Contact Name	EDWIN BUSCH
Contact Title	CHIEF ENGINEER
E-mail Address	EDWIN.BUSCH@AM.JLL.COM
Contact Organization	JLL
Address Line 1	100 FIDELITY PLAZA
Address Line 2	
City	North Brunswick
State	NJ
Zip	089022762

This is the current contact information on file in our database for this facility as of 4/22/2024

Subject Item Inventory for Effective Air Permits

Run At: 4/22/2024 AM

Program Interest Number: 19193

Activity Class	Activity Number	Activity Type	Activity Status	Subject Item NJID	Facility Designation	Equipment Description
GEN	160001	(GP-005A) Emergency Generators Burning Distillate Fuels	Renewed	E 000004	COG1250	10.7 MMBTU/Hr Emerg. Gen. (1250 kW)
GEN	160001	(GP-005A) Emergency Generators Burning Distillate Fuels	Renewed	E 000005	KG500	7.67 MMBTU/Hr Emerg. Gen. (500 kW)
GEN	160001	(GP-005A) Emergency Generators Burning Distillate Fuels	Renewed	PT 000004		Emerg. Gen. E4 Stack
GEN	160001	(GP-005A) Emergency Generators Burning Distillate Fuels	Renewed	PT 000005		Emerg. Gen. E5 Stack
GEN	160001	(GP-005A) Emergency Generators Burning Distillate Fuels	Renewed	U 000002 OS1	COG1250	10.7 MMBTU/Hr Emerg. Gen. (1250 kW) Diesel fuel, 12 hrs/yr
GEN	160001	(GP-005A) Emergency Generators Burning Distillate Fuels	Renewed	U 000002 OS2	KG500	7.67 MMBTU/Hr Emerg. Gen. (500 kW) Diesel fuel, 12 hrs/yr
GEN	210001	(GP-017A) Boilers < 5 MMBTU/hr	Approved	E 000008	BB1	1.2 MMBTU/hr Natural Gas Boiler
GEN	210001	(GP-017A) Boilers < 5 MMBTU/hr	Approved	PT 000008		Boiler E8 Stack
GEN	210001	(GP-017A) Boilers < 5 MMBTU/hr	Approved	U 000004 OS1	BB1	1.2 MMBTU/hr Natural Gas Boiler
GEN	210002	(GP-018A) Boilers & Heaters >= 5 MMBTU/hr and < 10 MMBTU/hr	Approved	E 000006	CB1	8.16 MMBTU/hr Natural Gas Boiler
GEN	210002	(GP-018A) Boilers & Heaters >= 5 MMBTU/hr and < 10 MMBTU/hr	Approved	E 000007	CB2	8.16 MMBTU/hr Natural Gas Boiler
GEN	210002	(GP-018A) Boilers & Heaters >= 5 MMBTU/hr and < 10 MMBTU/hr	Approved	PT 000006		Boiler E6 Stack
GEN	210002	(GP-018A) Boilers & Heaters >= 5 MMBTU/hr and < 10 MMBTU/hr	Approved	PT 000007		Boiler E7 Stack
GEN	210002	(GP-018A) Boilers & Heaters >= 5 MMBTU/hr and < 10 MMBTU/hr	Approved	U 000003 OS1	CB1	8.16 MMBTU/hr Natural Gas Boiler
GEN	210002	(GP-018A) Boilers & Heaters >= 5 MMBTU/hr and < 10 MMBTU/hr	Approved	U 000003 OS2	CB2	8.16 MMBTU/hr Natural Gas Boiler

APPENDIX G: NORTH BRUNSWICK TOWNSHIP FIRE RECORDS FOR BLOCK 143, LOT 24.06



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
North Brunswick, NJ 08902
Phone: 732-247-0922 Ext. 453

Premises:
Wells Fargo
100 Fidelity Plaza
North Brunswick, NJ 08902

**This certificate Expires
October 31, 2024**

**This certificate must be posted in a
conspicuous location at the above premises.**

Inspection Certificate

Registration Number: 1215-58861-001-01
LHU Code/Local Type: Ad02

Certificate Number: FPI-22-01809
Inspection Number: FPI-23-02585
Inspector: William Bommer
Inspection Date: 10/19/2023

Take Notice:
This Certifies that the referenced property has been inspected pursuant to the Uniform Fire Safety Act and satisfies minimum requirements of the New Jersey Uniform Fire Code.

By: _____
Fire Marshal/Deputy Marshal

This certificate does not take the place of other approvals, permits, or licenses required by law. It is non-transferable, and any change in use or occupancy of these premises shall require a new certificate.



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
North Brunswick, NJ 08902
Phone: 732-247-0922 Ext. 453
732-289-3440

Premises:
Wells Fargo
100 Fidelity Plaza
North Brunswick, NJ 08902

**This certificate Expires
September 30, 2023**

**This certificate must be posted in a
conspicuous location at the above premises.**

Inspection Certificate

Registration Number: 1215-58861-001-01
LHU Code/Local Type: Ad02

Certificate Number: FPI-19-00363
Inspection Number: FPI-22-01809
Inspector: William Bommer
Inspection Date: 9/28/2022

Take Notice:

This Certifies that the referenced property has been inspected pursuant to the Uniform Fire Safety Act and satisfies minimum requirements of the New Jersey Uniform Fire Code.

By:



Fire Marshal/Deputy Marshal

This certificate does not take the place of other approvals, permits, or licenses required by law. It is non-transferable, and any change in use or occupancy of these premises shall require a new certificate.



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
North Brunswick, NJ 08902
Phone: 732-247-0922 Ext. 453
732-289-3440

Inspection Certificate

Registration Number:
LHU Code/Local Type:

Premises:
Gramercy Capital Corp. - Landlord area's
100 Fidelity Plaza
North Brunswick NJ, 08902

Inspection Number: FPI-14-00064
Inspector: Daryle Masters
Inspection Date: 11/27/2013

Take Notice:
This Certifies that the referenced property has been inspected pursuant to the Uniform Fire Safety Act and satisfies minimum requirements of the New Jersey Uniform Fire Code.

This certificate Expires
November 30, 2014

This certificate must be posted in a
conspicuous location at the above premises.

By: _____
Fire Marshal/Deputy Marshal

FILE COPY

This certificate does not take the place of other approvals, permits, or licenses required by law. It is non-transferable, and any change in use or occupancy of these premises shall require a new certificate.



North Brunswick Township
 Fire Marshal's Office
 710 Hermann Road
 North Brunswick, NJ 08902
 Phone: 732-247-0922 Ext. 453
 732-289-3440

Notice of Violations and Order to Correct

To: Gramercy Capital Corp.
 610 Old York Road
 Suite 300
 Jenkintown Road PA, 19046

Date: 10/28/2013 Inspector: Darlye Masters Registration No: _____

(Name of Business, Structure, Premises) Gramercy Capital Corp. - Landlord area's		
(Address) B: L: - 100 Fidelity Plaza North Brunswick NJ, 08902		
(Telephone Number)	LHU Code/Local Type	(Use Group)

Owner	Agent	Tenant/Operator
(Name) Gramercy Capital Corp.		Gramercy Capital Corp.
(Address) 610 Old York Road Suite 300		610 Old York Road
(City, State, Zip) Jenkintown Road PA, 19046		Jenkintown Road PA, 19046
(Telephone) (267) 620-2926		(267) 620-2926

YOU ARE HEREBY NOTIFIED THAT an inspection of the above referenced property by the Fire Marshal's Office disclosed violations of the Uniform Fire Code (N.J.A.C. 5:70-1 et seq.) promulgated pursuant to the New Jersey Uniform Fire Safety Act (N.J.S.A. 52:27D-192 et seq.). The violations are specified on the accompanying "violations" page(s).

YOU ARE HEREBY ORDERED by the COMMISSIONER to correct the violations listed on the accompanying "violations" page(s) within the time, or by the date specified. If a reinspection discloses that violations have not been corrected, you will be subject to penalties of up to \$5000.00 per violation per day or as otherwise authorized by the Act and Department Regulations. IN ADDITION, the ACT imposes liability on the owner for the actual costs of fire suppression where a violation directly or indirectly results in a fire.

Commissioner, Department of Community Affairs

By: _____
 Fire Marshal/Deputy Marshal

I hereby acknowledge receipt of a copy of this NOTICE OF VIOLATIONS and ORDER TO CORRECT.

 Signature Printed Name Title Date

APPEAL RIGHTS-EXTENSIONS

>See final page for information concerning your administrative appeal rights<



North Brunswick Township
 Fire Marshal's Office
 710 Hermann Road
 North Brunswick, NJ 08902
 Phone: 732-247-0922 Ext. 453
 732-289-3440

Fire Code Violations

Page 2 of Page 3
 Registration No. _____
 Date Monday, October 28, 2013
 Inspector Darlye Masters - _____

- Maintenance
- Continuation Sheet
- Retrofit
- if box is checked, a New Jersey State Uniform Construction Code Permit is required.

Premises: Gramercy Capital Corp. - Landlord area's
100 Fidelity Plaza
North Brunswick N.J. 08902
 Owner or Agent Gramercy Capital Corp.

Violations cited on the above premises are as follows:

NO.	Location	Nature & Description	Code Reference	Inspection Summary
FPVIO 13 00633	replace missing ceiling tiles area behind security desk.	Fire Resistance and rated construction must be maintained	703.1	Abate by: 11/27/2013 I-(Darlye Masters)10/28/2013
FPVIO 13 00634	Premises	Automatic Sprinkler System - must be inspected and tested per NFPA 25 - reports must be submitted	N.J.A.C. 5:70-3, 903.5	Abate by: 11/27/2013 I-(Darlye Masters)10/28/2013
FPVIO 13 00635	Premises	Automatic Sprinkler System - must be inspected and tested per NFPA 25 - reports must be submitted	N.J.A.C. 5:70-3, 903.5	Abate by: 11/27/2013 I-(Darlye Masters)10/28/2013

Inspection Summary Key:

I - Initial U - Violation Unabated A - Violation Abated
 Violation Status - Inspection Number (Inspector ID) Inspection Date

Note: The numbering of violation(s) is for identification purposes only and shall not be construed as bearing in anyway on the seriousness of any violation.

5:71-3.7(b)3.

N.J.A.C. 5:70-3, 2006 International Fire Code New Jersey Edition, which has been adopted by reference.

N.J.A.C. 5:70-4, Subchapter 4 Retrofit Requirements



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
North Brunswick, NJ 08902
Phone: 732-247-0922 Ext. 453
732-289-3440

Administrative Appeal Rights

Page 3 of 3

The owner of the premises or of the use, or an authorized agent of the owner MAY CONTEST THIS ORDER at an Administrative Hearing. The request for a hearing must be in writing within 15 days after receipt of this order and addressed to:

**Middlesex County Board of Appeals
Administration Building, Room 230
John F. Kennedy Square
New Brunswick, New Jersey, 08901**

In Accordance with N.J.A.C 5:70-2.19 an appeal shall be signed by a proper party and shall include:

- a) The Date of the act, which is subject to the appeal;
- b) The name and status of the person submitting the appeal;
- c) The specific violations or other act claimed to be in error; and
- d) A concise statement of the basis of the appeal.

You are advised that only matters deemed to be CONTESTED CASES, as defined by the Administrative Procedures Act, will be scheduled for a Hearing. If a Hearing is scheduled, you will be notified in advance of the time and place.

Extensions

If a specified time has been given to abate a violation, YOU MAY REQUEST AN EXTENSION OF TIME by submitting a written request to the FIRE MARSHAL'S OFFICE. To be considered, the request must be made before the compliance date specified and must set forth the work accomplished, the work remaining, the reason why an extension of time is necessary and the date by which all work must be completed.

TAKE NOTICE THAT, pursuant to N.J.A.C. 5:70-2.10(d)2, an application for an extension constitutes an admission that the violation notice is factually and procedurally correct and that the violations do or did exist. In addition, the request for an extension constitutes a waiver of the right to a hearing as to those violations for which the extension is applied.

Penalties

Pursuant to N.J.A.C. 5:70-2.12, a violation of the code is punishable by monetary penalties of not more than \$5,000 per day for each violation. Each day a violation continues is an additional, separate violation except while an appeal is pending.

ALSO TAKE NOTICE THAT, pursuant to N.J.A.C. 5:70-2.12A, when an owner has been given notice of the existence of a violation and has not abated the violation, that owner shall, in addition to being liable to the penalty provided for by N.J.A.C. 5:70-2.12, be liable to a dedicated penalty in the like amount.

A violation that is recurring justifies imposition of an immediate penalty without the necessity for an interval in which corrections can be made. A violation shall be deemed to be a recurring violation if a notice has been served within two years from the date that a previous notice was served and the violation, premises and responsible party are substantially the same.

A violation that is recurring justifies imposition of an immediate penalty without the necessity for an interval in which corrections can be made. A violation shall be deemed to be a recurring violation if a notice has been served within two years from the date that a previous notice was served and the violation, premises and responsible party are substantially the same.

Claims arising out of penalty assessments can be compromised or settled if it shall be likely to result in compliance. Moreover, no such disposition can be finalized while the violation continues to exist.

Any penalties assessed are in addition to others previously assessed. Penalties must be paid in full within 30 days after an order to pay. If full payment is not made within 30 days, the local enforcing agency may institute a civil penalty action by a summary proceeding under the penalty Enforcement Law (N.J.S.A. 2A:58-10 et seq.) in the Superior Court or Municipal court.

Notice:

If you require guidance or advice concerning your legal rights, obligations or the course of action you should follow, consult your own advisor.



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
North Brunswick, NJ 08902
Phone: 732-247-0922 Ext. 453
732-289-3440

Premises:
North Brunswick Business Park LLC - Landlord area's
100 Fidelity Plaza
North Brunswick, NJ 08902

**This certificate Expires
February 28, 2020**

**This certificate must be posted in a
conspicuous location at the above premises.**

Inspection Certificate

Registration Number:
LHU Code/Local Type:

Inspection Number: FPI-19-00366
Inspector: Darlye Masters
Inspection Date: 2/19/2019

Take Notice:
This Certifies that the referenced property has been inspected pursuant to the Uniform Fire Safety Act and satisfies minimum requirements of the New Jersey Uniform Fire Code.

By: _____
Fire Marshal/Deputy Marshal

This certificate does not take the place of other approvals, permits, or licenses required by law. It is non-transferable, and any change in use or occupancy of these premises shall require a new certificate.

3/27



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
North Brunswick, NJ 08902
Phone: 732-247-0922 Ext. 453
732-289-3440

Notice of Violations and Order to Correct

To: North Brunswick Business Park LLC -
ATTN: Kumar Bhavanasi
1551 S Washington Avenue
Suite 402A
Piscataway NJ, 28854

Date: 2/19/2019 Inspector: Darlye Masters Registration No: _____

(Name of Business, Structure, Premises) North Brunswick Business Park LLC - Landlord area's		
(Address) B: L: - 100 Fidelity Plaza North Brunswick NJ, 08902		
(Telephone Number)	LHU Code/Local Type	(Use Group)

Owner	Agent	Tenant/Operator
(Name) North Brunswick Business Park LLC - ATTN: Kumar Bhavanasi		Wells Fargo Bank
(Address) 1551 S Washington Avenue Suite 402A		100 Fidelity Plaza
(City,State,Zip) Piscataway NJ, 28854		North Brunswick NJ, 08902
(Telephone) (732) 470-3744		

YOU ARE HEREBY NOTIFIED THAT an inspection of the above referenced property by the Fire Marshal's Office disclosed violations of the Uniform Fire Code (N.J.A.C. 5:70-1 et seq.) promulgated pursuant to the New Jersey Uniform Fire Safety Act (N.J.S.A. 52:27D-192 et seq.). The violations are specified on the accompanying "violations" page(s).

YOU ARE HEREBY ORDERED by the Commissioner to correct the violations listed on the accompanying "violations" page(s) within the time, or by the date specified. If a reinspection discloses that violations have not been corrected and an extension of time has not been requested and granted, you will be subject to penalties of up to \$5000.00 per violation per day or as otherwise authorized by the Act and Department Regulations. IN ADDITION, the ACT imposes liability on the owner for the actual costs of fire suppression where a violation directly or indirectly results in a fire.

By Order Of Commissioner

By:
Fire Marshal/Deputy Marshal

I hereby acknowledge receipt of a copy of this NOTICE OF VIOLATIONS and ORDER TO CORRECT.

Signature

Printed Name

Title

Date

APPEAL RIGHTS-EXTENSIONS

>See final page for information concerning your administrative appeal rights<



North Brunswick Township
 Fire Marshal's Office
 710 Hermann Road
 North Brunswick, NJ 08902
 Phone: 732-247-0922 Ext. 453
 732-289-3440

Fire Code Violations

Page 2 of Page 4
 Registration No. _____
 Date 2/19/2019
 Inspector DarIye Masters

- Maintenance
- Continuation Sheet
- Retrofit
- if box is checked, a New Jersey State Uniform Construction Code Permit is required.

Premises: North Brunswick Business Park LLC - Landlord area's
100 Fidelity Plaza
North Brunswick NJ, 08902
 Owner or Agent North Brunswick Business Park LLC - ATTN:
Kumar Bhavanasi

Violations cited on the above premises are as follows:

NO.	Location	Nature & Description	Code Reference	Inspection Summary
FPVIO 19 00330	Premises	Fire alarm and fire detection systems shall be maintained and tested in accordance with NFPA 72	N.J.A.C. 5:70-3, 907.8	Abate by: 3/23/2019 I-FPI-19-00366(DarIye Masters)2/19/2019 A
FPVIO 19 00331	Premises	Automatic Sprinkler System - must be inspected and tested per NFPA 25 - approved reports must be submitted	N.J.A.C. 5:70-3, 903.5	Abate by: 3/23/2019 I-FPI-19-00366(DarIye Masters)2/19/2019 A
FPVIO 19 00332	# 34	Elevator shall be tested annually (the fire official shall accept a current UCC certificate of compliance)	N.J.A.C. 5:70-3, 917.1	Abate by: 3/23/2019 I-FPI-19-00366(DarIye Masters)2/19/2019 A
FPVIO 19 00333		Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00366(DarIye Masters)2/19/2019 A
FPVIO 19 00334	# 33	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00366(DarIye Masters)2/19/2019 A
FPVIO 19 00335	# 98	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00366(DarIye Masters)2/19/2019 A



North Brunswick Township
 Fire Marshal's Office
 710 Hermann Road
 North Brunswick, NJ 08902
 Phone: 732-247-0922 Ext. 453
 732-289-3440

Fire Code Violations

Page 3 of Page 4
 Registration No. _____
 Date 2/19/2019
 Inspector Darlye Masters

- Maintenance
- Continuation Sheet
- Retrofit
- if box is checked, a New Jersey State Uniform Construction Code Permit is required.

Premises: North Brunswick Business Park LLC - Landlord area's
100 Fidelity Plaza
North Brunswick NJ, 08902
 Owner or Agent North Brunswick Business Park LLC - ATTN:
Kumar Bhavanasi

Violations cited on the above premises are as follows:

NO.	Location	Nature & Description	Code Reference	Inspection Summary
FPVIO 19 00336	# 101	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/21/2019 I-FPI-19-00366(Darlye Masters)2/19/2019 A
FPVIO 19 00337	Replace missing ceiling tile throughout landlord area	Fire rated walls, floors or ceilings not properly maintained	N.J.A.C. 5:70-3, 703.1	Abate by: 3/23/2019 I-FPI-19-00366(Darlye Masters)2/19/2019 A
FPVIO 19 00338	Kitchen - Repair holes in ceiling	Fire rated walls, floors or ceilings not properly maintained	N.J.A.C. 5:70-3, 703.1	Abate by: 3/23/2019 I-FPI-19-00366(Darlye Masters)2/19/2019 A
FPVIO 19 00339	Building 300 Replace missing ceiling tiles	Fire rated walls, floors or ceilings not properly maintained	N.J.A.C. 5:70-3, 703.1	Abate by: 3/23/2019 I-FPI-19-00366(Darlye Masters)2/19/2019 A

Inspection Summary Key:

I - Initial U - Violation Unabated A - Violation Abated R - Repeat Violation
 Violation Status - Inspection Number (Inspector ID) Inspection Date

Note: The numbering of violation(s) is for identification purposes only and shall not be construed as bearing in anyway on the seriousness of any violation.

5:71-3.7(b)3.

N.J.A.C. 5:70-3, 2015 International Fire Code New Jersey Edition, which has been adopted by reference.

N.J.A.C. 5:70-4, Subchapter 4 Retrofit Requirements



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
North Brunswick, NJ 08902
Phone: 732-247-0922 Ext. 453
732-289-3440

Administrative Appeal Rights

Page 4 of 4

The owner of the premises or of the use, or an authorized agent of the owner MAY CONTEST THIS ORDER at an Administrative Hearing. The request for a hearing must be in writing within 15 days after receipt of this order and addressed to:

**Middlesex County Board of Appeals
Administration Building, Room 230
John F. Kennedy Square
New Brunswick, New Jersey, 08901**

In Accordance with N.J.A.C 5:70-2.19 an appeal shall be signed by a proper party and shall include:

- a) The Date of the act, which is subject to the appeal;
- b) The name and status of the person submitting the appeal;
- c) The specific violations or other act claimed to be in error; and
- d) A concise statement of the basis of the appeal.

You are advised that only matters deemed to be CONTESTED CASES, as defined by the Administrative Procedures Act, will be scheduled for a Hearing. If a Hearing is scheduled, you will be notified in advance of the time and place.

Extensions

If a specified time has been given to abate a violation, YOU MAY REQUEST AN EXTENSION OF TIME by submitting a written request to the FIRE MARSHAL'S OFFICE. To be considered, the request must be made before the compliance date specified and must set forth the work accomplished, the work remaining, the reason why an extension of time is necessary and the date by which all work must be completed.

TAKE NOTICE THAT, pursuant to N.J.A.C. 5:70-2.10(d)2, an application for an extension constitutes an admission that the violation notice is factually and procedurally correct and that the violations do or did exist. In addition, the request for an extension constitutes a waiver of the right to a hearing as to those violations for which the extension is applied.

Penalties

Pursuant to N.J.A.C. 5:70-2.12, a violation of the code is punishable by monetary penalties of not more than \$5,000 per day for each violation. Each day a violation continues is an additional, separate violation except while an appeal is pending.

ALSO TAKE NOTICE THAT, pursuant to N.J.A.C. 5:70-2.12A, when an owner has been given notice of the existence of a violation and has not abated the violation, that owner shall, in addition to being liable to the penalty provided for by N.J.A.C. 5:70-2.12, be liable to a dedicated penalty in the like amount.

A violation that is recurring justifies imposition of an immediate penalty without the necessity for an interval in which corrections can be made. A violation shall be deemed to be a recurring violation if a notice has been served within two years from the date that a previous notice was served and the violation, premises and responsible party are substantially the same.

A violation that is recurring justifies imposition of an immediate penalty without the necessity for an interval in which corrections can be made. A violation shall be deemed to be a recurring violation if a notice has been served within two years from the date that a previous notice was served and the violation, premises and responsible party are substantially the same.

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Notice:

If you require guidance or advice concerning your legal rights, obligations or the course of action you should follow, consult your own advisor.



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
North Brunswick, NJ 08902
Phone: 732-247-0922 Ext. 453
732-289-3440

Premises:
Wells Fargo
100 Fidelity Plaza
North Brunswick, NJ 08902



**This certificate Expires
February 28, 2020**

**This certificate must be posted in a
conspicuous location at the above premises.**

EXACT COPY

Inspection Certificate

Registration Number: 1215-58861-001-01
LHU Code/Local Type: Ad02

Inspection Number: FPI-19-00363
Inspector: Darlye Masters
Inspection Date: 2/19/2019

Take Notice:
This Certifies that the referenced property has been inspected pursuant to the Uniform Fire Safety Act and satisfies minimum requirements of the New Jersey Uniform Fire Code.

By: _____
Fire Marshal/Deputy Marshal

This certificate does not take the place of other approvals, permits, or licenses required by law. It is non-transferable, and any change in use or occupancy of these premises shall require a new certificate.

3/20



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
North Brunswick, NJ 08902
Phone: 732-247-0922 Ext. 453
732-289-3440

Notice of Violations and Order to Correct

Local ID - 0742

Page 1 of 5

To: Wells Fargo
100 Fidelity Plaza
North Brunswick NJ, 08902

Date: 2/19/2019 Inspector: Darlye Masters Registration No: 1215-58861-001-01

(Name of Business, Structure, Premises) Wells Fargo		
(Address) B: L: - 100 Fidelity Plaza North Brunswick NJ, 08902		
(Telephone Number) (201) 783-5510	LHU Code/Local Type Ad02	(Use Group)

Owner	Agent	Tenant/Operator
Name) North Brunswick Business Park, LLC		Wells Fargo Bank
(Address) 1551 S Washington Avenue Suite 402A		100 Fidelity Plaza
(City,State,Zip) Piscataway NJ, 08854		North Brunswick NJ, 08902
(Telephone)		

YOU ARE HEREBY NOTIFIED THAT an inspection of the above referenced property by the Fire Marshal's Office disclosed violations of the Uniform Fire Code (N.J.A.C. 5:70-1 et seq.) promulgated pursuant to the New Jersey Uniform Fire Safety Act (N.J.S.A. 52:27D-192 et seq.). The violations are specified on the accompanying "violations" page(s).

YOU ARE HEREBY ORDERED by the Commissioner to correct the violations listed on the accompanying "violations" page(s) within the time, or by the date specified. If a reinspection discloses that violations have not been corrected and an extension of time has not been requested and granted, you will be subject to penalties of up to \$5000.00 per violation per day or as otherwise authorized by the Act and Department Regulations. IN ADDITION, the ACT imposes liability on the owner for the actual costs of fire suppression where a violation directly or indirectly results in a fire.

By Order Of Commissioner

By: [Signature]
Fire Marshal/Deputy Marshal

I hereby acknowledge receipt of a copy of this NOTICE OF VIOLATIONS and ORDER TO CORRECT.

Signature _____ Printed Name _____ Title _____ Date _____

APPEAL RIGHTS-EXTENSIONS

>See final page for information concerning your administrative appeal rights<

Printed on 3/7/2019

732 233 3748



North Brunswick Township
 Fire Marshal's Office
 710 Hermann Road
 North Brunswick, NJ 08902
 Phone: 732-247-0922 Ext. 453
 732-289-3440

Fire Code Violations

Page 2 of Page 5
 Registration No. 1215-58861-001-01
 Date 2/19/2019
 Inspector Darlye Masters
 Local ID - 0742

- Maintenance
- Continuation Sheet
- Retrofit
- if box is checked, a New Jersey State Uniform Construction Code Permit is required.

Wells Fargo
100 Fidelity Plaza
North Brunswick NJ, 08902

C Agent Wells Fargo

Violations cited on the above premises are as follows:

NO.	Location	Nature & Description	Code Reference	Inspection Summary
FPVIO 19 00318	# 66 Disaster recovery room	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00363(Darlye Masters)2/19/2019 A
FPVIO 19 00319	# 44	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00363(Darlye Masters)2/19/2019 A
FPVIO 19 00320	# 55 CFD Area	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00363(Darlye Masters)2/19/2019 A
FPVIO 19 00321	# 54 CFD Area	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00363(Darlye Masters)2/19/2019 A
FPVIO 19 00322	CFD Area - Replace missing ceiling tiles	Fire rated walls, floors or ceilings not properly maintained	N.J.A.C. 5:70-3, 703.1	Abate by: 3/23/2019 I-FPI-19-00363(Darlye Masters)2/19/2019 A
FPVIO 19 00323	# 2 Training Room	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00363(Darlye Masters)2/19/2019 A



North Brunswick Township
 Fire Marshal's Office
 710 Hermann Road
 North Brunswick, NJ 08902
 Phone: 732-247-0922 Ext. 453
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Fire Code Violations

Page 3 of Page 5
 Registration No. 1215-58861-001-01
 Date 2/19/2019
 Inspector DarIye Masters
 Local ID - 0742

- Maintenance
- Continuation Sheet
- Retrofit
- If box is checked, a New Jersey State Uniform Construction Code Permit is required.

Wells Fargo
100 Fidelity Plaza
North Brunswick NJ, 08902

Agent Wells Fargo

Violations cited on the above premises are as follows:

NO.	Location	Nature & Description	Code Reference	Inspection Summary
FPVIO 19 00324	# 14 Training Room	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00363(DarIye Masters)2/19/2019 A
FPVIO 19 00325	# 103	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00363(DarIye Masters)2/19/2019 A
FPVIO 19 00326	# 104	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00363(DarIye Masters)2/19/2019 A
FPVIO 19 00327	Print Room - Replace Missing Ceiling Tiles	Fire rated walls, floors or ceilings not properly maintained	N.J.A.C. 5:70-3, 703.1	Abate by: 3/23/2019 I-FPI-19-00363(DarIye Masters)2/19/2019 A
FPVIO 19 00328	Money Center - Replace Missing Ceiling Tiles	Fire rated walls, floors or ceilings not properly maintained	N.J.A.C. 5:70-3, 703.1	Abate by: 3/23/2019 I-FPI-19-00363(DarIye Masters)2/19/2019 A
FPVIO 19 00329	# 30	Emergency lighting shall be illuminated utilizing back up power	N.J.A.C. 5:70-3, 1008.2	Abate by: 3/23/2019 I-FPI-19-00363(DarIye Masters)2/19/2019 A

Summary Key:

U - Violation Unabated A - Violation Abated R - Repeat Violation
Status - Inspection Number (Inspector ID) Inspection Date

The numbering of violation(s) is for identification purposes only and shall not be construed as bearing in anyway on the seriousness of any violation.

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N.J.A.C. 5:70-3, 2015 International Fire Code New Jersey Edition, which has been adopted by reference.

N.J.A.C. 5:70-4, Subchapter 4 Retrofit Requirements



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
North Brunswick, NJ 08902
Phone: 732-247-0922 Ext. 453
732-289-3440

Administrative Appeal Rights

Page 4 of 4

ner of the premises or of the use, or an authorized agent of the owner MAY CONTEST THIS ORDER at an Administrative Hearing. The for a hearing must be in writing within 15 days after receipt of this order and addressed to:

**Middlesex County Board of Appeals
Administration Building, Room 230
John F. Kennedy Square
New Brunswick, New Jersey, 08901**

In Accordance with N.J.A.C 5:70-2.19 an appeal shall be signed by a proper party and shall include:

- a) The Date of the act, which is subject to the appeal;
- b) The name and status of the person submitting the appeal;
- c) The specific violations or other act claimed to be in error; and
- d) A concise statement of the basis of the appeal.

You are advised that only matters deemed to be CONTESTED CASES, as defined by the Administrative Procedures Act, will be scheduled for a Hearing. If a Hearing is scheduled, you will be notified in advance of the time and place.

Extensions

If a specified time has been given to abate a violation, YOU MAY REQUEST AN EXTENSION OF TIME by submitting a written request to the FIRE MARSHAL'S OFFICE. To be considered, the request must be made before the compliance date specified and must set forth the work accomplished, the work remaining, the reason why an extension of time is necessary and the date by which all work must be completed.

TAKE NOTICE THAT, pursuant to N.J.A.C. 5:70-2.10(d)2, an application for an extension constitutes an admission that the violation notice is factually and procedurally correct and that the violations do or did exist. In addition, the request for an extension constitutes a waiver of the right to a hearing as to those violations for which the extension is applied.

Penalties

Pursuant to N.J.A.C. 5:70-2.12, a violation of the code is punishable by monetary penalties of not more than \$5,000 per day for each violation. Each day a violation continues is an additional, separate violation except while an appeal is pending.

ALSO TAKE NOTICE THAT, pursuant to N.J.A.C. 5:70-2.12A, when an owner has been given notice of the existence of a violation and has not abated the violation, that owner shall, in addition to being liable to the penalty provided for by N.J.A.C. 5:70-2.12, be liable to a dedicated penalty in the like amount.

A violation that is recurring justifies imposition of an immediate penalty without the necessity for an interval in which corrections can be made. A violation shall be deemed to be a recurring violation if a notice has been served within two years from the date that a previous notice was served and the violation, premises and responsible party are substantially the same.

A violation that is recurring justifies imposition of an immediate penalty without the necessity for an interval in which corrections can be made. A violation shall be deemed to be a recurring violation if a notice has been served within two years from the date that a previous notice was served and the violation, premises and responsible party are substantially the same.

Claims arising out of penalty assessments can be compromised or settled if it shall be likely to result in compliance. Moreover, no such disposition can be finalized while the violation continues to exist.

Any penalties assessed are in addition to others previously assessed. Penalties must be paid in full within 30 days after an order to pay. If full payment is not made within 30 days, the local enforcing agency may institute a civil penalty action by a summary proceeding under the penalty Enforcement Law (N.J.S.A. 2A:58-10 et seq.) in the Superior Court or Municipal court.

Notice:

If you require guidance or advice concerning your legal rights, obligations or the course of action you should follow, consult your own advisor.



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
North Brunswick, NJ 08902
Phone: 732-247-0922 Ext. 453
732-289-3440

Inspection Certificate

Registration Number: 1215-58861-001-01
LHU Code/Local Type: Ad02

Premises:

Wells Fargo
100 Fidelity Plaza
North Brunswick NJ, 08902

Inspection Number: FPI-12-00586
Inspector: Dariye Masters
Inspection Date: 12/9/2012

Take Notice:

This Certifies that the referenced property has been inspected pursuant to the Uniform Fire Safety Act and satisfies minimum requirements of the New Jersey Uniform Fire Code.

**This certificate Expires
November 30, 2013**

**This certificate must be posted in a
conspicuous location at the above premises.**

FILE COPY

By:

Fire Marshal/Deputy Marshal

This certificate does not take the place of other approvals, permits, or licenses required by law. It is non-transferable, and any change in use or occupancy of these premises shall require a new certificate.



North Brunswick Township
 Fire Marshal's Office
 710 Hermann Road
 North Brunswick, NJ 08902
 Phone: 732-247-0922 Ext. 453
 732-289-3440

Notice of Violations and Order to Correct

Local ID - 0742

Page 1 of 3

To: Wells Fargo
 100 Fidelity Plaza
 North Brunswick NJ, 08902

Date: 11/13/2012 Inspector: Darlye Masters Registration No: 1215-58861-001-01

(Name of Business, Structure, Premises) Wells Fargo		
(Address) B: L: - 100 Fidelity Plaza North Brunswick NJ, 08902		
(Telephone Number) (201) 783-5510	LHU Code/Local Type Ad02	(Use Group)

Owner	Agent	Tenant/Operator
(Name)		Cushman & Wakefield
(Address)		32 East Front Street
(City,State,Zip)		Trenton NJ, 08608
(Telephone)		

YOU ARE HEREBY NOTIFIED THAT an inspection of the above referenced property by the Fire Marshal's Office disclosed violations of the Uniform Fire Code (N.J.A.C. 5:70-1 et seq.) promulgated pursuant to the New Jersey Uniform Fire Safety Act (N.J.S.A. 52:27D-192 et seq.). The violations are specified on the accompanying "violations" page(s).

YOU ARE HEREBY ORDERED by the COMMISSIONER to correct the violations listed on the accompanying "violations" page(s) within the time, or by the date specified. If a reinspection discloses that violations have not been corrected, you will be subject to penalties of up to \$5000.00 per violation per day or as otherwise authorized by the Act and Department Regulations. IN ADDITION, the ACT imposes liability on the owner for the actual costs of fire suppression where a violation directly or indirectly results in a fire.

Commissioner, Department of Community Affairs

By: _____
 Fire Marshal/Deputy Marshal

I hereby acknowledge receipt of a copy of this NOTICE OF VIOLATIONS and ORDER TO CORRECT.

 Signature Printed Name Title Date

APPEAL RIGHTS-EXTENSIONS

5:71-3.7(b)3. >See final page for information concerning your administrative appeal rights<



North Brunswick Township
 Fire Marshal's Office
 710 Hermann Road
 North Brunswick, NJ 08902
 Phone: 732-247-0922 Ext. 453
 732-289-3440

Fire Code Violations

Page 2 of Page 3
 Registration No. 1215-58861-001-01
 Date Tuesday, November 13, 2012
 Inspector Darlye Masters
 Local ID - 0742

Premises: Wells Fargo
100 Fidelity Plaza
North Brunswick NJ, 08902
 Owner or Agent Wells Fargo

- Maintenance
- Continuation Sheet
- Retrofit
- if box is checked, a New Jersey State Uniform Construction Code Permit is required.

Violations cited on the above premises are as follows:

NO.	Location	Nature & Description	Code Reference	Inspection Summary
FPVIO 12 00590	# 32	Emergency lights not properly maintained or not working	N.J.A.C. 5:70-3, 1006.1	Abate by: 12/9/2012 I-(Darlye Masters)11/13/2012
FPVIO 12 00591	# 23	Emergency lights not properly maintained or not working	N.J.A.C. 5:70-3, 1006.1	Abate by: 12/9/2012 I-(Darlye Masters)11/13/2012
FPVIO 12 00592	Old bill printing room	Ceilings Tiles	N.J.A.C. 5:70-3, 703.3	Abate by: 12/9/2012 I-(Darlye Masters)11/13/2012
FPVIO 12 00593	Premises	Automatic Fire Alarms Auto/Manual - must be inspected and tested per NFPA 72 - approved reports must be submitted	N.J.A.C. 5:70-3, 907.20	Abate by: 12/9/2012 I-(Darlye Masters)11/13/2012
FPVIO 12 00594	Premises	Automatic Sprinkler System - must be inspected and tested per NFPA 25 - reports must be submitted	N.J.A.C. 5:70-3, 903.5	Abate by: 12/9/2012 I-(Darlye Masters)11/13/2012

Inspection Summary Key:

I - Initial U - Violation Unabated A - Violation Abated
 Violation Status - Inspection Number (Inspector ID) Inspection Date

Note: The numbering of violation(s) is for identification purposes only and shall not be construed as bearing in anyway on the seriousness of any violation.

5:71-3.7(b)3.

N.J.A.C. 5:70-3, 2006 International Fire Code New Jersey Edition, which has been adopted by reference.

N.J.A.C. 5:70-4, Subchapter 4 Retrofit Requirements



North Brunswick Township
Fire Marshal's Office
710 Hermann Road
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732-289-3440

Administrative Appeal Rights

Page 3 of 2

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