

CORRECTED

# DEED

This Deed is made on April 29, 1985

BETWEEN NEW JERSEY TRANSIT CORPORATION,  
An instrumentality of the State of New Jersey

~~XXXXXXXXXXXXXXXXXXXX~~

having its principal office at McCarter Highway and Market Street,  
Newark, New Jersey 07101 referred to as the Grantor.

AND THE TRUSTEES OF PRINCETON UNIVERSITY,  
A not-for-profit educational corporation  
in the State of New Jersey

whose post office address is One Nassau Hall, Princeton, New Jersey 08544  
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 \$1.00.

The Grantor acknowledges receipt of this money.  
Borough and Township

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Princeton  
Block No. see below Lot No. see below 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 Borough and Township of Princeton  
County of Mercer and State of New Jersey. The legal description is:

TRACT I - Lots 4 and 39, Section 45.01  
Princeton Borough

BEGINNING at an iron pin in the southerly line of University Place said pin being 218.74 feet easterly of a monument in the easterly line of Alexander Street, thence; (1) along University Place the following three courses, N 66° 38' E, 75.10 feet to a point, thence (2) N 16° 33' E, 175.24 feet to a point, thence; (3) N 5° 50' W, 101.95 feet to a point, thence; (4) N 84° 31' 30" E, 107.86 feet to an iron pin, thence; (5) S 5° 17' 40" E, 348.91 feet to an iron pin, thence; (6) S 7° 03' 40" E, 45.66 feet to an iron pin in the dividing line of Princeton Township and Princeton Borough, thence; (7) along said line S 67° 21' 30" W, 199.94 feet to an iron pin, thence; (8) N 23° 25' 30" W, 174.91 feet to the point and place of BEGINNING.

Contains 1.584 acres.

TRACT II - Northerly part of Lot 35, Section 17.01  
Princeton Township

BEGINNING at an iron pin in the dividing line of Princeton Township and Princeton Borough said pin being the following two courses from a monument at the intersection of the southerly line of University Place and the easterly line of Alexander Street thence from said monument and along the southerly line of University Place N 66° 38' E, 218.74 feet to a point, thence; S 23° 25' 30" E, 174.91 feet to the point of beginning, thence; (1) along said dividing line N 67° 21' 30" E, 199.94 feet to an iron pin, thence; (2) S 7° 03' 40" E, 432.34 feet to an iron pin, thence; (3) S 13° 33' E, 189.47 feet to an iron pin, thence; (4) S 66° 29' 30" W, 139.31 feet to an iron pin, thence;

Prepared by:  
(N.J.S.A. 46:15-13)

*A. C. Reeves Hicks*

(Print signer's name below signature)

A. C. Reeves Hicks

(said line being railroad M.P. 2.58 ±, station 138+24)  
(5) N 23° 30' 30" W, 177.65 feet to maple tree/ thence; (6) N 66° 38' E, 90.00 feet to a point, thence; (7) N 20° 08' W, 70.11 feet to a point, thence; (8) N 23° 25' 30" W, 355.49 feet to a point and place of BEGINNING.

Containing 1.98 acres.

The above description is made in accordance with a survey prepared by McElroy and Associates, Professional Land Surveyor and Planner, dated November 23, 1984, revised December 15, 1984, revised March 8, 1985.

#### EASEMENT RETAINED BY GRANTOR

Grantor retains an easement over the property for public transportation purposes, including but not limited to: right-of-way along existing tracks; a station to include a passenger waiting room, a ticket office, storage space, a mechanical area, and a bathroom; crew quarters; a railroad station platform of a minimum of 170 feet in length and a width of twelve feet; and ingress and egress to the above for Grantor's passengers, employees, contractors and agents for any and all purposes related to the use, operation, maintenance, inspection or alteration of passenger services, all in accordance with and as more specifically set forth in Paragraphs 15 and 17 of the Sales Agreement between the parties dated October 30, 1984. Any alterations to the improvements used for the above-described easement shall be subject to approval by Grantor.

Grantee covenants to provide parking as described in Paragraph 15 and services as described in Paragraph 16 of the Sales Agreement between the parties dated October 30, 1984.

The above described easement and covenants shall terminate five (5) years after the abandonment and termination of passenger services to the property, unless passenger services are reinstated during the five year period.

The purpose of this conveyance is to correct the description of Tract #2 in that certain Deed from New Jersey Transit Corporation, an instrumentality of the State of New Jersey, to The Trustees of Princeton University, a not-for-profit educational corporation in the State of New Jersey, dated December 5, 1984 and recorded in the Mercer County Clerk's Office on December 11, 1984 in Deed Book 2274, at pages 155, etc.

**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:

Maryanne Elko Secretary By: Jerome C. Premo Executive Director  
Maryanne Elko Secretary Jerome C. Premo Executive Director

STATE OF NEW JERSEY, COUNTY OF ESSEX SS.:

I CERTIFY that on April 29, 1985.

MARYANNE ELKO

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

- (a) this person is the secretary of New Jersey Transit Corporation (NJ TRANSIT) an instrumentality of the State of New Jersey 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 JEROME C. PREMO the Executive Director;
- (c) this Deed was signed and delivered by ~~XXXXXX~~ N.J. Transit 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 \$ 1.00.  
(Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on April 29, 1985.

Joyce Wright Thomas

JOYCE WRIGHT THOMAS  
Notary Public in and for the State of New Jersey  
My Commission Expires Nov. 20, 1985

Maryanne Elko  
(Print name of attesting witness below signature)  
Maryanne Elko

# DEED

This Deed is made on December 5, 1984

BETWEEN

NEW JERSEY TRANSIT CORPORATION

An instrumentality  
~~XXXXXX~~ of the state of New Jersey  
having its principal office at McCarter Highway and Market Street  
Newark, New Jersey referred to as the Grantor.

AND

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

whose post office address is One Nassau Hall, Princeton, New Jersey 08544.  
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 Eight Hundred Ninety-Three Thousand Seven Hundred Dollars and No Cents -----(\$893,700.00)-----

The Grantor acknowledges receipt of this money.  
Borough & Township

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Of Princeton  
~~XXXXXX~~ see below ~~XXXXXX~~ see below Account No.  
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)

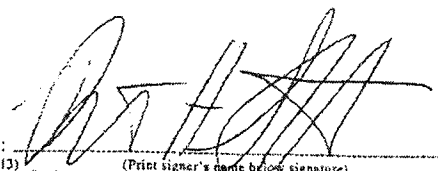
**Property.** The property consists of the land and all the buildings and structures on the land in the Borough and Township of Princeton  
County of Mercer and State of New Jersey. The legal description is:

TRACT 1 - Lot 4 & 39, Section 45.01  
Princeton Borough, Mercer County, New Jersey

BEGINNING at an iron pin in the southerly line of University Place said pin being 218.74 feet easterly of a monument in the easterly line of Alexander Street, thence;

- (1) along University Place the following three courses.  
N 66° 38' E 75.10 feet to a point, thence;
- (2) N 16° 33' E 175.24 feet to a point, thence;
- (3) N 5° 50' W 101.95 feet to a point, thence;
- (4) N 84° 31' 30" E 107.86 feet to an iron pin, thence;
- (5) S 5° 17' 40" E 348.91 feet to an iron pin, thence;
- (6) S 7° 03' 40" E 45.66 feet to an iron pin in the dividing line of Princeton Township and Princeton Borough, thence;
- (7) along said line S 67° 21' 30" W 199.94 feet to an iron pin, thence;
- (8) N 23° 25' 30" W 174.91 feet to the point and place of beginning.

Contains 1.584 acres.

Prepared by:   
(N.J.S.A. 46:15-13) (Print signer's name below signature)  
Robert H. Stoloff  
Deputy Attorney General

TRACT 2 - Northerly part of Lot 35, Section 17.01  
Princeton Township, Mercer County, New Jersey

BEGINNING at an iron pin in the dividing line of Princeton Township and Princeton Borough said pin being the following two courses from a monument at the intersection of the southerly line of University Place and the easterly line of Alexander Street thence from said monument and along southerly line of University Place N 66° 38' E 218.74 feet to a point, thence, S 23° 25' 30" E 174.91 feet to the point of beginning, thence;

- (1) along said dividing line N 67° 21' 30" E 199.94 feet to an iron pin, thence;
- (2) S 7° 03' 40" E 432.34 feet to an iron pin, thence;
- (3) S 13° 33' E 106.96 feet to an iron pin, thence;
- (4) S 65° 24' W 154.79 feet to an iron pin, (said line being Railroad M.P. 2.59+, Station 139.04±), thence;
- (5) N 24° 33' W 96.00 feet to maple tree, thence;
- (6) N 63° 42' 31" E 90.00 feet to a point, thence;
- (7) N 17° 29' 59" W 70.11 feet to a point, thence;
- (8) N 23° 25' 30" W 355.49 feet to a point and place of beginning.

Contains 1.716 acres.

The above description is made in accordance with a survey prepared by McElroy & Associates, Professional Land Surveyors and Planner dated November 23, 1984.

EASEMENT RETAINED BY GRANTOR

Grantor retains an easement over the property for public transportation purposes, including but not limited to: right-of-way along existing tracks; a station to include a passenger waiting room, a ticket office, storage space, a mechanical area, and a bathroom; crew quarters; a railroad station platform of a minimum of 170 feet in length and a width of twelve feet; and ingress and egress to the above for Grantor's passengers, employees, contractors and agents for any and all purposes related to the use, operation, maintenance, inspection or alteration of passenger services, all in accordance with and as more specifically set forth in §15 and §17 of the Sales Agreement between parties dated October 30, 1984. Any alterations to the improvements used for the above-described easement shall be subject to approval by Grantor.

Grantee covenants to provide parking as described in §15 and services as described in §16 of the Sales Agreement between the parties dated October 30, 1984.

The above-described easement and covenants shall terminate five (5) years after the abandonment and termination of passenger services to the property, unless passenger services are reinstated during the five year period.

**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:

Maryanne Elko Secretary      By: Jerome C. Premo Executive Director ~~XXXXXX~~

STATE OF NEW JERSEY, COUNTY OF ESSEX      SS.:  
I CERTIFY that on December 5, 1984, Maryanne Elko

- personally came before me and this person acknowledged under oath, to my satisfaction, that:
- (a) this person is the secretary of the New Jersey Transit Corporation (NJ Transit) an instrumentality of the State of New Jersey;
  - (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is Jerome C. Premo the Executive Director of NJ Transit;
  - (c) this Deed was signed and delivered by the proper officer 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 \$ 893,700.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on  
December 5, 1984  
Joyce J. Zuczek  
Joyce J. Zuczek  
Notary Public, State of New Jersey  
My Commission Expires June 15, 1986

Maryanne Elko  
(Print name of attesting witness below signature)  
Maryanne Elko

**DEED**

NEW JERSEY TRANSIT CORPORATION

Grantor.

TO

THE TRUSTEES OF PRINCETON  
UNIVERSITY

Grantee.

*Dated:* December 5, 1984

*Record and return to:*

SMITH, LAMBERT, HICKS and MILLER  
A Professional Corporation  
P.O. Box 627  
Princeton, New Jersey 08542