

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

OWNERS POLICY OF TITLE INSURANCE

SCHEDULE A

Policy Number : OX-10219717

Amount of Insurance: \$8,500,000.00
Date of Policy: April 01, 2016
Office File Number: PLT-DIL-40245

1. Name of Insured:
RFB Properties, NJ-2, LLC
2. Your interest in the land covered by this Policy is:
Fee Simple
3. The estate or interest referred to herein is at Date of Policy vested in:
RFB Properties, NJ-2, LLC
4. The land referred to in this Policy is in the Township of Willingboro, County of Burlington, State of New Jersey and is described as follows:
Being the same premises conveyed to the insured by virtue of Final Judgment under Civil Action Docket No. F-26717-14 dated **February 29, 2016** and recorded **April 01, 2016**, in the **BURLINGTON** County Clerk/Register's Office in Deed Book **OR13216**, Page **1966**.

SEE SCHEDULE C, DESCRIPTION ATTACHED.

Issued by:
Patriot Land Transfer, LLC
5001 Route 42
Turnersville, NJ 08012
Telephone: (856) 227-4990 Fax: (856) 227-4995

ALTA NJRB -15 Owner's Policy
Effective Date 3/2/2012

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B EXCEPTIONS

Policy Number OX-10219717

In addition to the exclusions, you are not insured against loss, costs, attorneys fees and expenses resulting from :

1. Easements, encroachments, overlaps, boundary line disputes or other matters affecting title which a survey would disclose, and which are not shown by the public record.
2. Lien of taxes for the year 2015 2017 2018. Taxes paid through the 1st 2nd 3rd 4th quarter, subsequent taxes not yet due and payable.
3. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
4. Easements, or claims of easements, not shown by the public records.
5. Rights or claims by parties in possession not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only.)
8. Subject to added or omitted assessments as provided by N.J.S.A. 54:4-63.1, et seq.
9. Rights, public and private, in and to all road, streets and avenues crossing, bounding or affecting the premises.
10. Rights, public and private, together with flooding and drainage rights, if any, in and to all streams, rivers, or water courses crossing, bounding or affecting the premises.
11. Policy will not insure acreage or quantity of land.
12. Lease agreement as contained in Deed Book 1843, Page 1080 and amendment in Deed Book 1901, Page 839.
13. Rights as contained in Deed Book 1916, Page 367.
14. Easement as contained in Deed Book 5652, Page 257.
15. Right of way as contained in Deed Book 1865, Page 623.

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SCHEDULE C LEGAL DESCRIPTION

Policy Number: OX-10219717

All that certain lot, tract or parcel of land situate in the Township of Willingboro, County of Burlington, and State of New Jersey bounded and described according to a Subdivision Plan entitled "Willingboro Seniors Housing, L.L.P." prepared by Land Engineering and Surveying Co., Inc., dated January 3, 1996, and revised to March 4, 1998, and more particularly described as follows, viz;

Beginning at a point located in the southeasterly sideline of U.S. Route #130 (measured 55.50 feet from centerline) corner to Lot 7.01 and Lot 7.02, Block 2 as shown on the Township of Willingboro Tax Map, and runs thence;

1. Along the line of Lot 2, S39°52'17"E, a distance of 400.69 feet to a point corner to the same and in the line of Lot 7.03, thence;
2. Along the line of Lot 7.03, S50°21'29"W, a distance of 37.74 feet to a point corner to the same, thence;
3. Along the line of Lot 7.03, Block 2, Lots 19, 15, 14, 13, 12, 11, 10, and 9, Block 101, S21°23'58"E, a distance of 772.37 feet to a point corner to Lots 9 and 8, Block 101, Lot 11, Block 2, thence;
4. Along Lots 11 and 10, S39°04'12"W, a distance of 343.73 feet to a point in the line of Lot 10 and in the northerly sideline of Sunset Road (73 feet wide), thence;
5. Along the northerly sideline of Sunset Road, S82°41'38"W, a distance of 578.94 feet to a point of curvature in the same, thence;
6. Along said sideline in a westwardly direction and curving to the left with a radius of 623.00 feet, an arc length of 202.08 feet to a point in the same and corner to Lot 7.04, thence;
7. Along the line of Lot 7.04, N03°04'35"E, a distance of 370.00 feet to a point corner to the same, thence;
8. Along the line of Lot 7.04, N86°55'25"W, a distance of 381.70 feet to a point corner to the same, thence;
9. Along the line of Lot 7.04, S03°04'37"E, a distance of 419.63 feet to a point corner to the same and in the northerly sideline of Sidney Lane (50 feet wide), thence;
10. Along the sideline of Sidney Lane, S82°41'38"W, a distance of 352.34 feet to a point in the same and corner to Lot 3, thence;
11. Along the line of Lots 3, 4.02, 4.01 and 5, N29°04'14"E, a distance of 780.95 feet to a point corner to Lot 5, thence;
12. Along the line of Lot 5, N24°36'58"W, a distance of 117.63 feet to a point in the line of Lot 5 and in the southeasterly sideline of the aforementioned U.S. Route #130, thence;
13. Along the sideline of U.S. Route #130, N50°07'43"E, a distance of 1036.98 feet to the point and place of beginning.

NOTE FOR INFORMATION ONLY: COMMONLY known as 4340 Route 130, Willingboro, NJ

NOTE: Being Lot(s) Lot: 7.01, Block: 2; Tax Map of the Township of Willingboro, County of Burlington, State of New Jersey.

NOTE: Lot and Block shown for informational purposes only.

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16. Rights of tenants under unrecorded leases.
17. Consequences of the exercise of the right of redemption for a period of three months from entry of the final judgment, pursuant to N.J.S.A. 54:5-87, or reopening or vacating of the final judgment for a period of one year from the entry thereof, pursuant to Court Rule 4:50-2.
18. The right of the State of New Jersey to limit or regulate ingress and egress from the premises and State Highway Route No. 130 pursuant to N.J.S.A. 27:7-44.1.
19. Subject to the rights of all parties public and private in and to Route 130.
20. Company does not assume any liability for or make any representation regarding compliance with N.J.S.A. 54:50-38, the New Jersey Bulk Sales Statute, effective 8/1/2007. (Owners Policy only)
21. NOTE FOR INFORMATION: New Jersey's Homestead Benefit Program is beyond the scope of title insurance coverage afforded by the policy. No coverage is given against loss resulting from or related to New Jersey's Homestead Benefit Program nor from adjustments made or not made at closing or settlement with respect to same.
22. NOTE: Copies of easements, restrictions, agreements, etc., if any, are available upon request.

COUNTERSIGNED



Authorized Signature

Issued by:
Patriot Land Transfer, LLC
5001 Route 42
Turnersville, NJ 08012
Telephone: (856) 227-4990 Fax: (856) 227-4995

ALTA NJRB - 15 Owner's Policy
Effective Date 3/2/2012

COUNTY OF BURLINGTON
CONSIDERATION
REALLY TRANSFERRED
DATE 5-7-75 BY

This Indenture,

MADE THE

21st day of *May* in the year of our Lord one thousand nine hundred and seventy-five (1975)

Between WILLINGBORO VILLAGE MALL, INC. (a New Jersey Corporation),
1700 Walnut Street, Philadelphia, Pa. 19103

THE TRUSTEES OF *of the first part, and*
C.I. MORTGAGE GROUP (a real estate investment Trust organized and existing under the laws of the Commonwealth of Massachusetts),
717 5th Avenue, New York, N. Y.

of the second part;
Witnesseth. That the said party of the first part, for and in consideration of
the sum of One Dollar (\$1.00)

lawful money of the United States of America,

well and truly paid by the said party of the second part to the said party of the first part, at and before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, its successors and assigns,

ALL THAT CERTAIN tract or parcel of land situate in the Township of Willingboro, County of Burlington and State of New Jersey and being more particularly described as follows, viz:

BEGINNING at a point at the southeasterly corner of Lot 5, Block 2, as shown on the Willingboro Township tax map, said beginning point being the following three (3) courses and distances from the point of curvature connecting the southeasterly sideline of U. S. Route 130 (103 feet wide) with the westerly sideline of Levitt Parkway (114 feet wide), thence (1) N 39° 52' 17" W a distance of 2.50 feet to a point in the sideline of Route 130, thence (2) along said sideline in a westerly direction S 50° 07' 43" W a distance of 1355.89 feet to a point in the same, thence (3) S 24° 36' 58" E a distance of 121.78 feet to the aforementioned beginning point, thence;

- (1) S 02° 07' 35" E a distance of 719.60 feet to a point in the extended centerline of Sidney Lane (50 feet wide);
- (2) along said extended centerline, S 82° 41' 36" W a distance of 460.00 feet to a point in same, and corner to Lot 3, thence;
- (3) along line of Lot 3, N 27° 48' 06" E a distance of 107.43 feet to a point in the same, thence;
- (4) along the same and in line of Lots 4-1, 4-2, 4 and 5, N 29° 04' 14" E a distance of 780.95 feet to the point and place of beginning.

CONTAINING within said bounds 3.805 acres.

BEING a part of the same premises which became vested in the party of the first part by virtue of Indenture from Acme Markets, Inc., dated May 15, 1973, recorded May 24, 1973 in Deed Book 1843, page 1070.

UNDER AND SUBJECT to existing drainage rights.

Together with all and singular the improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in any wise 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, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, and every part thereof, with the appurtenances.

To have and to hold the said premises above described, with all and singular the hereditaments and appurtenances, unto the said party of the second part, its successors and assigns, 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 does by these presents covenant, grant and agree, to and with the said party of the second part, its successors and assigns, that it the said party of the first part, and all and singular the hereditaments and premises above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against it the said party of the first part, and its successors and against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof,

shall and will subject as aforesaid warrant and forever defend.

In Witness Whereof, the said party of the first part to these presents hath hereunto affixed its seal and executed this Indenture by its proper officers

dated the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

WILLINGBORO VILLAGE MALL, INC.

By *Margaret M. Rieck*
President

Attest: *Elizabeth Hays*
Secretary



STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION

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

STATE OF NEW JERSEY)
COUNTY OF _____) SS.

FOR RECORDER'S USE ONLY
County of _____
Consideration \$ _____
Realty Transfer Fee \$ _____

(1) PARTY OR LEGAL REPRESENTATIVE (see Instruction #3)
Warren S. Spalding being duly sworn according to law upon his oath deposes and says that he is the Attorney for Grantor

(State whether Grantor, Grantee or Legal Representative; if Legal Representative, specify in what capacity)
in the deed between Willingboro Village Mall, Inc., 1700 Walnut Street, Phila., Pa. 19103
The Trustees of C.I. Mortgage Group, 717 5th Avenue, New York, New York
(Name and Address of Grantor)
(Name and Address of Grantee)
dated May 21, 1975 and annexed hereto.

(2) OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE (see Instruction #4)
Deponent states that he is the _____ of _____ and that he is fully acquainted with the business of said corporation and knows the actual and full consideration paid or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(3) OFFICER OF TITLE COMPANY OR LENDING INSTITUTION (see Instruction #5)
Deponent states that he is the _____ of _____ participating in the deed transaction herein described and that he knows the actual and full consideration paid or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(4) CONSIDERATION (see Instruction #6)
Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ _____.

(5) LOCATION OF PROPERTY
Deponent states that the real property transferred by the deed annexed hereto is located in _____ and _____

(6) EXEMPTION FROM FEE (complete only if exemption from fee is claimed. See Instruction #7)(A & C)
Deponent claims that this deed transaction is exempt from the realty transfer fee imposed by c. 49, P.L. 1968 for the following reasons: Actual consideration is less than \$100 solely to release security for a debt or obligation.
Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me this 27 day of May, 1975

Warren S. Spalding
Notary of Deponent
123 S Broad St Phila Pa 19109
Address of Deponent

JULIA T. PALCITELLA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10-19-73
FOR OFFICIAL USE ONLY
This space for use of County Clerk or Register of Deeds.
INSTRUMENT NUMBER _____ COUNTY _____
DEED NUMBER _____ BOOK _____ PAGE _____
DEED DATED _____ DATE RECORDED _____

IMPORTANT—BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

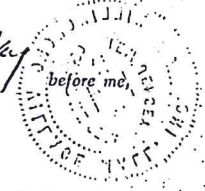
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

Be it Remembered, that on this 21st day of May 1975
in the year of our Lord one thousand nine hundred and seventy-five
the subscriber,

personally appeared **MARGARET M. ZWEIR, President**
(Name of Officer and Title)
of **Willingboro Village Mall, Inc.,**

who I am satisfied is the person who signed the within Instrument, and he acknowledged that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within Instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of 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 \$ 1. 0 0



Martin J. Kelly
Notary Public, Philadelphia, Philadelphia, PA
My Commission Expires August 1976

REC'D
BURLINGTON COUNTY
CLERK
MAY 28 2 39 PM '75

RECORDED

A. Kelly, Jr. Clerk

DEED-CORP-COMMONWEALTH LAND TITLE INSURANCE COMPANY
22980
 WILLINGBORO VILLAGE MALL, INC.
 TO
 THE TRUSTEES OF
 C.I. MORTGAGE GROUP
 Dated May 21st 1975
 Received in the Clerks
 office of the County of Burlington
 on the 21st day of May
 A. D. 1975 at 2:39 o'clock in
 the after noon, and recorded in Book
1916 of REEDS
 for said County, 94-8045-1-1 Return To:
 COMMONWEALTH LAND
 TITLE INSURANCE COMPANY
 COMMONWEALTH LAND BUILDING
 N. J. ROUTE 38 at HOLLYWOOD AVE.
 CHERYL HILL, NEW JERSEY 08034
 Prepared by: Margaret M. Zweir, Esq.
 FELL SPALDING GOLF & RUBIN
 2717 THE FACILITY BUILDING
 PHILADELPHIA, PA. 19100

who I am satisfied that the grantor mentioned in the above deed or conveyance and signed, sealed and delivered the same as act and deed. 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 \$

Be it Remembered, that on this _____ day of _____ in the year of our Lord one thousand nine hundred and _____

STATE OF _____ COUNTY, _____

DECLARATION OF EASEMENTS

This DECLARATION OF EASEMENTS is made this 18 day of November, 1998, by Willingboro Mall, LTD, a New Jersey Limited Partnership of 2495 US Highway One, Lawrenceville, New Jersey 08648-4090 (the "Grantor").

BACKGROUND

WHEREAS, the Grantor is the owner of certain lands and premises located in the Township of Willingboro, County of Burlington and State of New Jersey, currently known as Lot 7.01, Block 2 on the Official Tax Map of the Township of Willingboro, and more particularly described on SCHEDULE A attached to and made a part hereof; and

WHEREAS, the Grantor obtained approval for a Minor Subdivision from the Planning Board of the Township of Willingboro by Resolution dated May 13, 1996, subsequently extended through May 12, 1999 creating Lot 7.04, Block 2 on the Official Tax Map of the Township of Willingboro and more particularly described in SCHEDULE B attached hereto and made a part hereof ("Phase I"), and the remaining part of Lot 7.01, Block 2, more particularly described in SCHEDULE C attached hereto and made a part hereof ("Phase II"); and

WHEREAS, Phase I and II are contiguous and adjoin; and

WHEREAS, Grantor intends to create, grant, declare, and establish permanent, non-exclusive, unrestricted, uninterrupted and irrevocable easements over portions of Phase I, more particularly

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DB5652 PG257

1998 OCT 26 10 51 AM
COUNTY OF BURLINGTON

described below, for the benefit of Phase II and over Phase II, more particularly described below for the benefit of Phase I; and

WHEREAS, Grantor further intends to create, grant, declare and establish for the benefit of both Phase I and Phase II cross easements to the extent necessary to tie into existing electrical lines and to permit the uninterrupted flow through storm drains to the extent such storm drains are shared by Phase I and Phase II, with rights to enter on, over, under and across the easement areas for the purpose of use, operation, maintenance, repair, removal of the storm drains and appurtenances thereto, and for the installation of other storm drains, if necessary; and

WHEREAS, The Grantor further intends that the easements and agreement described below shall run with the land in order that they will remain binding on the present and future owners of Phase I and Phase II.

TERMS:

NOW, THEREFORE, the Grantor, for value received, and for other good and valuable consideration, for itself and its successors and assigns, hereby grants, establishes and declares the following easements and agreements respecting Phase I and Phase II referred to herein:

1. EASEMENT FOR INGRESS AND EGRESS: The Grantor hereby creates, declares, establishes and grants, to and for the benefit of Phase I and II, permanent, non-exclusive, unrestricted, uninterrupted, irrevocable easements to freely park, pass and repass by vehicle and/or by foot and/or otherwise over, upon,

across and through paved areas located on Phase I and Phase II for the purpose of providing to the present and future owners of Phase I and II, its successors and assigns in title, and its tenants, employees, agents, licensees and invitees, free access for ingress and egress to and from Sunset Road (County Route 634).

2. UTILITY EASEMENT:

(a) The Grantor hereby creates, declares, establishes and grants, to and for the benefit of both Phase I and Phase II, cross easements to the extent necessary over Phase I for the benefit of Phase II and over Phase II for the benefit of Phase I to permit the uninterrupted flow through storm drains to the extent such storm drains are shared by Phase I and Phase II, with rights to enter on, over, under and across the easement areas for the purpose of connection, use, operation, maintenance, repair, removal and relocation of the storm drains and appurtenances thereto, and for the installation of other storm drains, if necessary, such easement areas, all as more particularly described in SCHEDULES D, E, F and G , attached hereto and made a part hereof, as well as access to the existing pump station and Retention Basin for replacement, repair and maintenance.

(b) The Grantor hereby creates, declares, establishes and grants to and for the benefit of both Phase I and Phase II, cross-easements to the extent necessary to provide electrical service over Phase I for the benefit of Phase II and over Phase II for the benefit of Phase I. This easement shall be blanket in nature until such time the owner's of Phase I and Phase II in conjunction with

the utility company providing electrical service more specifically determine the easement area.

3. NON MERGER: It is the intention of the Grantor that the easements created under this Declaration of Easements shall not merge even though upon this date the Grantor is the owner of both Phase I and Phase II, neither the Grantor nor any other owner of both Phase I and Phase II, may terminate this Declaration of Easements without the approval of the Willingboro Township Planning Board or the governing body of the Township of Willingboro.

4. COVENANT AS TO MAINTENANCE: The present or any future owner of Phase I shall share equally together with the present or any future owner of Phase II all maintenance and repair costs to maintain and repair in good serviceable condition the storm drain easements described herein.

5. COVENANT AGAINST IMPAIRMENT: Neither any present or any future owner of either Phase I or Phase II shall erect any building or any other structure or improvement upon the Easement Areas or over any utility line nor shall they permit or suffer to be done any act which would (a) interrupt, impair or disrupt and rights with respect to the easements granted under this Declaration or (b) reduce the size of the Easement Areas.

6. COVENANTS RUNNING WITH LAND: All of the rights, and privileges granted under this Declaration shall run to the benefit of the party to who such rights and privileges are granted hereunder and their respective successors and assigns in title and shall run with the land, and all of the obligations set forth in

this Declaration shall be binding upon the party upon whom such obligations are imposed under this Declaration, and their respective successors and assigns in title, and shall also run with the land.

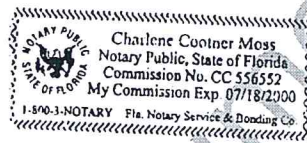
Signatures on next page

Unofficial Document

STATE OF FLORIDA :
 : SS.
COUNTY OF MIAMI - DATE :

BE IT REMEMBERED, That on this 16th day of November, 1998,
before me, the subscriber, personally appeared Alfred Aronovitz,
General Partner of Willingboro Mall, LTD, who, I am satisfied, is
the person who signed the within Instrument and acknowledged that
they signed, sealed and delivered the same as their act and deed.
All of which is hereby certified.

Chalene Cootner Moss



Unofficial Document

SCHEDULE "A"

All that certain tract or parcel of land situate in the Township of Willingboro, County of Burlington and State of New Jersey being known and designated as Lot 7, Block 2 as shown on the Township of Willingboro tax map, sheet A and being more particularly described in accordance with a survey made by William Cermelia L.S. dated October 31, 1974, revised to November 20, 1981, as follows:

BEGINNING at a point in the new southeasterly right-of-way line of New Jersey State Highway U.S. Route 130, said point being the following 2 courses and distances from the point of curve connecting the southerly line of U.S. Route 130 (105.5 feet wide at this point) with Lavitt Parkway (114 feet wide)

- (a) S 39° 52' 17" E, a distance of 1.50 feet to a point in the new R.O.W. of U.S. Route 130 (107 feet wide) thence,
 - (b) S 50° 07' 43" W, a distance of 320.00 feet to the point and place of beginning, thence,
- (1) Along the line of Lot 7-1, Block 2, S 39° 52' 17" E, a distance of 400.69 feet to a point in the northwesterly line of Lot 7-A, thence,
 - (2) Along the line of Lot 7-A, S 50° 21' 29" W, a distance of 37.74 feet to a point corner to same, thence,
 - (3) Along the line of Lot 7-A and Lots 9 through 15 and Lot 19, Block 101, S 21° 33' 58" E, a distance of 772.37 feet to a point corner to Lots 8 and 9, Block 101 and Lots 7 and 11, Block 2, thence,
 - (4) Along the westerly line of Lots 11 and 10, S 39° 04' 12" W, a distance of 343.67 feet to a point in the new northerly right-of-way line of Sunset Road (73 feet wide), thence,
 - (5) Along said R.O.W., S 82° 41' 38" W, a distance of 578.94 feet to a point in the same and point of curvature, thence,
 - (6) Along the same, curving to the left in a westerly direction with a radius of 623.00 feet, an arc length of 232.82 feet to a point in the northerly line of Lot 9, thence,
 - (7) Along the said northerly line, S 82° 41' 38" W, a distance of 192.12 feet to a point in the curved northerly R.O.W. line of Sidney Lane (50 feet wide), thence,

- (8) Along said curved northerly R.O.W. line, curving on the left in a northwesterly direction with a radius of 175.00 feet an arc length of 94.20 feet to a point of tangency in the same, thence,
- (9) Along the northerly R.O.W. of Sidney Lane S 02° 41' 38" W, a distance of 381.34 feet to a point, corner to Lots 3 and 7, thence,
- (10) Along the rear line of Lot 3, N 27° 48' 06" E, a distance of 77.18 feet to an angle point in same, thence,
- (11) Along the rear line of Lots 3, 4-1, 4-2, 4 and 5, N 29° 04' 14" E, a distance of 780.95 feet to a point, corner to Lots 5 and 7, thence,
- (12) Along the line of Lots 5 and 7, N 34° 36' 58" W, a distance of 117.62 feet to a point in the new southeasterly right-of-way line of N.J.S.H., U.S. Route 130, thence,
- (13) Along said R.O.W. N 50° 07' 49" E, a distance of 1036.98 feet to a point in the same and place of BEGINNING,

Unofficial Document

SCHEDULE "B"

DESCRIPTION FOR LOT 7.04, BLOCK 2

All that certain lot, tract or parcel of land situate in the Township of Willingboro, County of Burlington, and State of New Jersey bounded and described according to a Subdivision Plan entitled "Willingboro Seniors Housing, L.L.P.", prepared by Land Engineering and Surveying Co., Inc. dated January 3, 1996, and revised March 4, 1998, and more particularly described as follows, viz;

Beginning at a point located in the curved northerly sideline of Sidney Lane (50 feet wide) corner to Lot 7.04 and 9, Block 2 as shown on the Township of Willingboro Tax Map, said point being located in a northeastwardly direction 94.96 feet from a point formed by the intersection of the northerly sideline of Sunset Road (73 feet wide) and the northeasterly sideline of Sidney Lane, and runs thence;

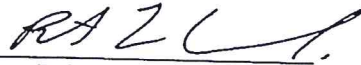
1. Along the northerly sideline of Sidney Lane in a northeastwardly direction and curving to the left with a radius of 175.00 feet, an arc length of 94.20 feet to a point of tangency in the same, thence;
2. Along the sideline of Sidney Lane, S82°41'38"W, a distance of 29.00 feet to a point in the same and corner to Lot 7.01, thence;
3. Along Lot 7.01, N03°04'37"W, a distance of 419.63 feet to a point corner to the same, thence;
4. Along Lot 7.01, S86°55'25"E, a distance of 381.70 feet to a point corner to the same thence;
5. Along Lot 7.01, S03°04'35"W, a distance of 370.00 feet to a point corner to the same and in the northerly sideline of the aforesaid Sunset Road, thence;
6. Along the sideline of Sunset Road, in a westwardly direction and curving to the left with a radius of 623.00 feet, an arc length of 30.72 feet to a point in the same and corner to Lot 9, thence;
7. Along Lot 9, S82°41'38"W, a distance of 192.12 feet to the point and place of beginning.

Description for Lot 7.04, Block 2
Page 2 of 2

Subject to any and all easements and restrictions of record.

Containing within said bounds 3.34 Acres.

Being known as Lot 7.04, Block 2 as shown on the Township of
Willingboro Tax Map.


Robert L. Carmelia, P.L.S.
New Jersey License No. 37578

Unofficial Document

DB5652 PG267

SCHEDULE "C"

March 4, 1998

DESCRIPTION FOR LOT 7.01, BLOCK 2

All that certain lot, tract or parcel of land situate in the Township of Willingboro, County of Burlington, and State of New Jersey bounded and described according to a Subdivision Plan entitled "Willingboro Seniors Housing, L.L.P." prepared by Land Engineering and Surveying Co., Inc., dated January 3, 1996, and revised to March 4, 1998, and more particularly described as follows, viz;

Beginning at a point located in the southeasterly sideline of U.S. Route #130 (measured 55.50 feet from centerline) corner to Lot 7.01 and Lot 7.02, Block 2 as shown on the Township of Willingboro Tax Map, and runs thence;

1. Along the line of Lot 2, S39°52'17"E, a distance of 400.69 feet to a point corner to the same and in the line of Lot 7.03, thence;
2. Along the line of Lot 7.03, S50°21'29"W, a distance of 37.74 feet to a point corner to the same, thence;
3. Along the line of Lot 7.03, Block 2, Lots 19, 15, 14, 13, 12, 11, 10, and 9, Block 101, S21°23'58"E, a distance of 772.37 feet to a point corner to Lots 9 and 8, Block 101, Lot 11, Block 2, thence;
4. Along Lots 11 and 10, S39°04'12"W, a distance of 343.73 feet to a point in the line of Lot 10 and in the northerly sideline of Sunset Road (73 feet wide), thence;
5. Along the northerly sideline of Sunset Road, S82°41'38"W, a distance of 578.94 feet to a point of curvature in the same, thence;
6. Along said sideline in a westwardly direction and curving to the left with a radius of 623.00 feet, an arc length of 202.08 feet to a point in the same and corner to Lot 7.04, thence;
7. Along the line of Lot 7.04, N03°04'35"E, a distance of 370.00 feet to a point corner to the same, thence;

Description for Lot 7.01, Block 2

Page 2 of 2

8. Along the line of Lot 7.04, N86°55'25"W, a distance of 381.70 feet to a point corner to the same, thence;
9. Along the line of Lot 7.04, S03°04'37"E, a distance of 419.63 feet to a point corner to the same and in the northerly sideline of Sidney Lane (50 feet wide), thence;
10. Along the sideline of Sidney Lane, S82°41'38"W, a distance of 352.34 feet to a point in the same and corner to Lot 3, thence;
11. Along the line of Lots 3, 4.02, 4.01 and 5, N29°04'14"E, a distance of 780.95 feet to a point corner to Lot 5, thence;
12. Along the line of Lot 5, N24°36'58"W, a distance of 117.63 feet to a point in the line of Lot 5 and in the southeasterly sideline of the aforementioned U.S. Route #130, thence;
13. Along the sideline of U.S. Route #130, N50°07'43"E, a distance of 1036.98 feet to the point and place of beginning.

Subject to any and all easements and restrictions of record.

Containing within said bounds 28.80 Acres.

Being known as Lot 7.01 , Block 2 as shown on the Township of Willingboro Tax Map.

DB5652 PG269

SCHEDULE "D"

All that certain lot, tract or parcel of land situate in the Township of Willingboro, County of Burlington, and State of New Jersey bounded and described according to a Subdivision Plan prepared by Robert L. Carmelia, P.L.S. of Land Engineering and Surveying Co., Inc. dated January 3, 1996 revised to March 7, 1996, described as follows, viz;

Beginning at a point located in the division line between Lot 7.01 and 7.04, Block 2, as shown on the Willingboro Tax Map, the following four courses from the corner formed by the intersection of the curved northwesterly sideline of Sunset Road (County route #634) (73 feet wide) and the northeasterly sideline of Sidney Lane (50 feet wide): 1) N 44°08'16"W, 26.77 feet to a point of curvature in the sideline of Sidney Lane, 2) Along said sideline in a northwestwardly direction and curving to the left with a radius of 175.00 feet, an arc length of 162.39 feet to a point of tangency in said sideline, 3) S 82°41'38"W, 29.00 feet to a point in said sideline and corner to Lots 7.01 and 7.04, 4) N 03°04'37"W, 263.12 feet to the beginning point and runs thence;

- 1) Along said division line, N 03°04'37"W, a distance of 20.02 feet to a point in said division line, thence;
- 2) N 89°30'14"E, a distance of 62.00 feet to a point, thence;
- 3) N 58°51'22"E, a distance of 104.63 feet to a point, thence;
- 4) S 86°55'25"E, a distance of 130.17 feet to a point, thence;

- 5) S 69°57'23"E, a distance of 92.53 feet to a point in the division line between Lots 7.04 and 7.01, thence;
- 6) Along said division line, S 03°04'35"W, a distance of 20.91 feet to a point in said division line, thence;
- 7) N 69°57'23W, a distance of 95.65 feet to a point, thence;
- 8) N 86°55'25"W, a distance of 121.03 feet to a point, thence;
- 9) S 58°51'22"W, a distance of 103.96 feet to a point, thence;
- 10) S 89°30'14"W, a distance of 66.58 feet to the point and place of beginning.

The intent being to describe a 20 foot wide Drainage Easement through Lot 7.04 for Lot 7.01.


Robert L. Carmelia
N.J. License No. 37578

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vilmal.leg

DB5652 PG271

SCHEDULE "E"

All that certain lot, tract or parcel of land situate in the Township of Willingboro, County of Burlington and State of New Jersey bounded and described according to a Subdivision Plan prepared by Robert L. Carmelia, P.L.S. of Land Engineering and Surveying Co., Inc. dated January 3, 1996 revised to March 7, 1996, described as follows, viz;

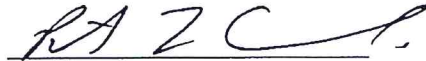
Beginning at a point in the division line between Lot 7.01 and 7.04, Block 2, as shown on the Willingboro Township Tax Map, the following four courses from the corner formed by the intersection of the curved northwesterly sideline of Sunset Road (County Route #634) (73 feet wide) and the northeasterly sideline of Sidney Lane (50 feet wide): 1) N 44°08'16"W, 26.77 feet to a point of curvature in the sideline of Sidney Lane, 2) Along said sideline in a northwestwardly direction and curving to the left with a radius of 175.00 feet, an arc length of 162.39 feet to a point of tangency in said sideline, 3) S 82°41'38"W, 29.00 feet to a point in said sideline and corner to Lots 7.01 and 7.04, 4) N 03°04'37"W, 359.79 feet to the beginning point and runs thence;

- 1) Along said division line, N 03°04'37"W, a distance of 24.68 feet to a point in said division line, thence;
- 2) Through Lot 7.04, N 51°03'14"E, a distance of 52.22 feet to a point in said division line, thence;
- 3) Along the same, S 86°55'25"E, a distance of 29.88 feet to a point in the same, thence;
- 4) Through Lot 7.04, S 51°03'14"W, a distance of 88.88 feet to the point and place of beginning.

Page 1 of 2

Page 2 of 2

The intent being to describe a 20 foot wide Drainage Easement through Lot 7.04 for Lot 7.01.



Robert L. Carmelia
N.J. License No. 37578

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Unofficial Document

DB5652 PG273

SCHEDULE "F"

All that certain lot, tract or parcel of land situate in the Township of Willingboro, County of Burlington and State of New Jersey bounded and described according to a Subdivision Plan prepared by Robert L. Carmelia, P.L.S. of Land Engineering and Surveying Co., Inc. dated January 3, 1996 revised to March 7, 1996, described as follows, viz;

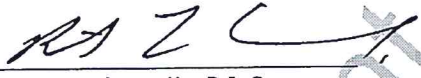
Beginning at a point located in the division line between Lot 7.01 and 7.04, Block 2, as shown on the Willingboro Township Tax Map, the following four courses from the corner formed by the intersection of the curved northwesterly sideline of Sunset Road (County Route #634) (73 feet wide) and the northeasterly sideline of Sidney Lane (50 feet wide): 1) N 44°08'16"W, 26.77 feet to a point of curvature in the sideline of Sidney Lane, 2) Along said sideline in a northwestwardly direction and curving to the left with a radius of 175.00 feet, an arc length of 162.39 feet to a point of tangency in said sideline, 3) S 82°41'38"W, 29.00 feet to a point in said sideline and corner to Lots 7.01 and 7.04, 4) N 03°04'37"W, 263.12 feet to the beginning point and runs thence;

- 1) S 89°30'14"W, a distance of 28.00 feet to a point, thence;
- 2) N 03°04'37"W, a distance of 20.02 feet to a point, thence;
- 3) N 89°30'14"E, a distance of 28.00 feet to a point in said division line, thence;
- 4) Along said division line, S 03°04'37"E, a distance of 20.02 feet to the point and place of beginning.

Page 1 of 2

Page 2 of 2

The intent being to describe a 20.00 feet wide drainage easement in Lot 7.01
for Lot 7.04.


Robert L. Carmelia, P.L.S.
N.J. License No. 37578

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Unofficial Document

DB5652 Pg275

SCHEDULE "G"

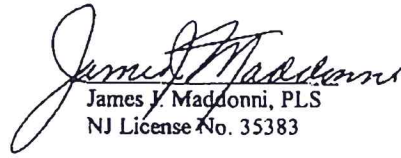
**DESCRIPTION OF 20 FOOT WIDE
STORMWATER FORCE MAIN EASEMENT
THROUGH LOT 7.04, BLOCK 2
SITUATE IN THE TOWNSHIP OF WILLINGBORO
BURLINGTON COUNTY, NEW JERSEY**

ALL THAT CERTAIN parcel of land to be reserved for a 20' wide stormwater force main easement, within Lot 7.04, Block 2, situate in the Township of Willingboro, County of Burlington, and State of New Jersey, as shown on a plan entitled "Stormwater Force Main Easement Exhibit", prepared by G.S. Winters & Associates, Inc., dated November 11, 1998, and being more particularly described as follows:

BEGINNING at a point in the division line between Lots 7.04 and 7.01, Block 2, said point being located the following course and distance from a point in the northerly right-of-way line of Sydney Lane (50 feet wide) which is common to the aforementioned Lots 7.04 and 7.01, Block 2, thence leaving said northerly right-of-way line of Sydney Lane, along the division line between Lots 7.04 and 7.01, Block 2 N 03°04'37" W a distance of 11.21 feet to a point and place of Beginning; thence

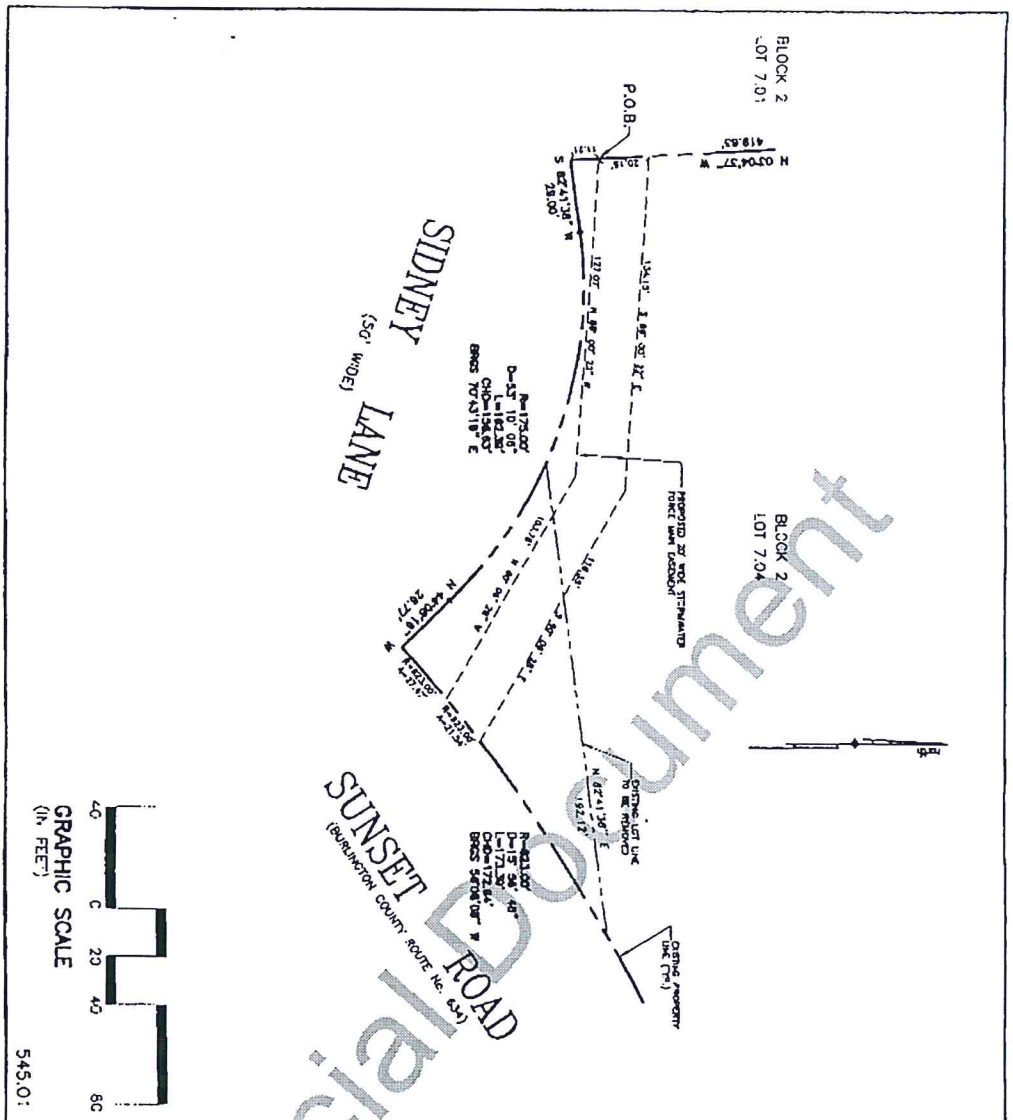
1. along said division line between Lots 7.04 and 7.01, Block 2, N 03°04'37" W a distance of 20.15 feet to a point; thence
2. leaving the division line between Lots 7.04 and 7.01, Block 2, and passing through Lot 7.04, Block 2, S 86°00'22" E a distance of 134.15 feet to a point; thence
3. still passing through Lot 7.04, Block 2, S 60°06'28" E, non-radially a distance of 116.35 feet to a point in the curved westerly right-of-way line of Sunset Road (Burlington County Route 634) (as widened to 43 feet from centerline); thence
4. along said curved westerly right-of-way line of Sunset Road, in a southwesterly direction along a curve to the left having a radius of 623.00 feet for an arc distance of 21.54 feet to a point; thence
5. leaving the curved westerly right-of-way line of Sunset Road and passing through Lot 7.04, Block 2, N 60°06'26" W a distance of 103.76 feet to a point; thence
6. still passing through Lot 7.04, Block 2, N 86°00'22" W a distance of 127.07 feet to a point in the division line between Lots 7.04 and 7.01, Block 2 and place of BEGINNING.

Containing 4,812 square feet of land.


James J. Maddonni, PLS
NJ License No. 35383

Unofficial Document

DB5652 PG277



DATE	NO.	REVISION	BY	APP.
11/7/14	1	AS SHOWN	JM	

WILLINGBORO SENIORS HOUSING LOT 7.04, BLOCK 2, SHEET 103 WILLINGBORO TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY STORMWATER FORCE MAIN EASEMENT EXHIBIT	WILLINGBORO COMMUNITY SENIOR PARTNERS, L 1702 LAMER OAK ROAD, SUITE 105 WOODBRIER, NEW JERSEY 08643
--	--

	C.S. WINTERS & ASSOCIATES, INC. CONSULTING ENGINEERS 172 N. ROUTE 71 NEW JERSEY 08053 PHONE 609-784-0078
--	---

I, **JAMES J. MADDONNI**, PROFESSIONAL ENGINEER, NO. 12345, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RECORD OF THE MATTER SHOWN THEREON.

DATE: 11-11-14

DB5652 PG278

Label Page

CITIZENS TITLE

1202 LAUREL OAK ROAD STE 140
VOORHEES, NJ 08043

Receipt No : 141141

Document No : 3253063 Type : EAS

Recording Date : 12/16/1998

Login id : cchicks

Recorded

Dec 16 1998 09:45am
Burlington County Clerk

Label Page

DB5652 PG279

COUNTY OF EURLINGTON
CONSIDERATION
REALTY TRANSFER TAX
DATE 11-12-73 BY [Signature]

THIS INDENTURE, made this 6th day of November, nineteen hundred and seventy-three (1973), between WILLINGBORO VILLAGE MALL, INCORPORATED, a corporation of the State of New Jersey, having its office at 1700 Walnut Street, Philadelphia, Pennsylvania, hereinafter called "Owner", and

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

WITNESSETH:

Owner 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 Electric and Telephone, 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 Electric and Telephone, the right, privilege, authority and an easement in perpetuity to install, construct, reconstruct, operate, maintain, inspect, repair, remove and replace their respective utility facilities, hereinafter called "facilities" in, on, and over the property of Owner, situate in the Township of Willingboro, Burlington County, New Jersey, approximately as shown on drawing number DAll-19.988 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.

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

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

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

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

By the acceptance of this instrument Electric and Telephone 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.

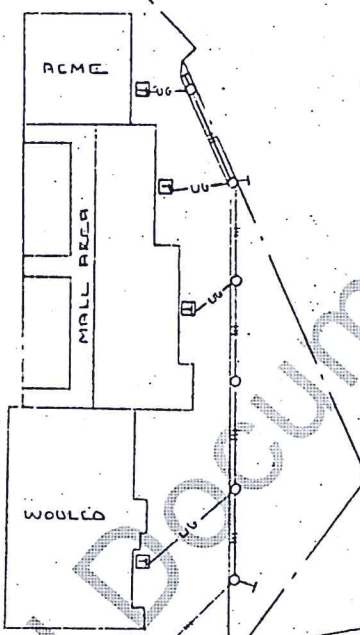
See 11-12-73

PROPERTY LINES

G 32 E

KEY

- POLE
- ANCHOR GUY
- PAD MOUNT. TRANSFORMER
- OVERHEAD ELECTRICAL / TELEPHONE LINES
- UNDERGROUND ELECTRICAL / TELEPHONE LINES



UTILITY EASEMENT

SUBJECT			
VILLAGE MALL SUNSET RD WILLINGBORO TWP - BURLINGTON COUNTY - NEW JERSEY			
LOCATION	DRAWN BY D. HAYES	CHECKED WFB 10/23/73	APPROVED D.R. DE GRAVIE
CAMDEN DIVISION	DATE 9-21-73	SCALE NONE	TITLE DIV. SERVICE ENG.
NUMBER	PUBLIC SERVICE ELECTRIC AND GAS COMPANY ELECTRIC DEPARTMENT		DRAWING NUMBER
B 7144			DA 11-19-988

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

Signed, sealed, and delivered
in the presence of _____ (L.S.)
_____ (L.S.)

WILLINGBORO VILLAGE MALL, INC.

(Seal)
By Margaret M. Zweir
(Margaret M. Zweir)
President

(Corporate Signature)
Elizabeth Hayes
(Elizabeth Hayes)
Secretary

(Individual Acknowledgement)
STATE OF PA
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)
Pennsylvania
STATE OF ~~NEW JERSEY~~
Philadelphia SS.
COUNTY OF ~~BURLINGTON~~

BE IT REMEMBERED, that on this 6th day of November,
nineteen hundred and seventy-three, before me, the subscriber, a Notary Public of the
State of ~~New Jersey~~ Pennsylvania personally appeared
Margaret M. Zweir who, I am satisfied, is President of
Willingboro Village Mall, Incorporated
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.W. Baird

S. BAIRD
Martin J. Baird
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires August 16, 1975

00381

NOV 12 10 37 AM '73
BURLINGTON COUNTY
CLERK'S OFFICE

RECORDED

PLEASE RETURN TO:

car
Public Service Elec. & Gas Co.
300 New Albany Road
P. O. Box 38
Moorestown, New Jersey 08057

ATTENTION: Mr. D. W. Baird

RECEIVED Nov 12, 1973
at 10:37 o'clock A M
and Recorded in the Clerk's Office
of Burlington County at Mt. Holly
in Book 1865 of

Reader folio 623
Edward A. Kelly, Jr. Clerk

g

Unofficial Document