

— Exhibit A —



SmithSurveying Inc.

Richard Smith Surveyor

Courthouse Plaza • 60 Washington St., Suite 203 • Morristown, NJ 07960
Telephone: 973-540-9004 • Fax: 973-292-0220 • www.smithsurveyor.com

April 12, 2007

Proposed Tax Lot 8 in Block 6004 Town of Morristown, Morris County, New Jersey

Beginning at a drill hole set on a bollard in the northwesterly sideline of Dehart Street, 44.22 feet wide per prior surveys, 43 feet wide per Tax Map, where the same is intersected by the division line between lands hereindescribed and lands now or formerly of First States Investors 3300, LLC, described in Deed Book 6191 at Page 254, said point distant 136.00 feet measured southwesterly along said sideline from its intersection with South Street, and running; thence,

- 1) along Dehart Street, South 55 degrees 20 minutes 00 seconds West 16.01 feet to a point where the same is intersected by the division line between Lot 8 and Lot 9 as shown on "Epsteins Rehabilitation Area A, Final Plat" prepared by SmithSurveying, Inc., dated March 5, 2007 and about to be filed; thence,
- 2) along Lot 9, North 33 degrees 01 minute 00 seconds West 123.29 feet to a point; thence,
- 3) continuing along Lot 9, South 54 degrees 42 minutes 32 seconds West 174.56 feet to a point in the line of lands now or formerly of Fred M. Kirby, II, described in Deed Book 2642 at Page 862; thence,
- 4) along Kirby, North 33 degrees 20 minutes 47 seconds West 1.89 feet to an iron rod with cap, identified "Richard F Smith Jr, Surveyor, NJ #25048, Morristown", set at a corner to the same; thence,
- 5) continuing along Kirby, South 52 degrees 47 minutes 26 seconds West 104.74 feet to a point where the same is intersected by the division line between Lot 8 and Lot 12 as shown on said Final Plat; thence,
- 6) along Lot 12, North 35 degrees 17 minutes 28 seconds West 116.54 feet to a point; thence,
- 7) continuing along Lot 12, North 54 degrees 42 minutes 32 seconds East 10.34 feet to a point; thence,
- 8) continuing along Lot 12, North 35 degrees 17 minutes 28 seconds West 21.26 feet to a point; thence,
- 9) continuing along Lot 12, South 54 degrees 42 minutes 32 seconds West 10.34 feet to a point; thence,
- 10) continuing along Lot 12, North 35 degrees 17 minutes 28 seconds West 30.08 feet to a point in the line of lands now or formerly of Maple Residential Associates, LLC, described in Deed

Book 6225 at Page 176; thence,

11) along Maple Residential Associates, LLC and then along Lot 16 as shown on said Final Plat, North 49 degrees 24 minutes 53 seconds East 42.06 feet to a point, N.B. This course passes over an iron rod with cap, identified as aforesaid, set 26.27 feet from its beginning; thence,

12) continuing along Lot 16, South 38 degrees 58 minutes 56 seconds East 34.03 feet to a point; thence,

13) continuing along Lot 16, North 54 degrees 42 minutes 32 seconds East 184.52 feet to a point; thence,

14) continuing along Lot 16, North 35 degrees 17 minutes 28 seconds West 10.25 feet to a point; thence,

15) continuing along Lot 16, North 54 degrees 42 minutes 32 seconds East 35.66 feet to a point; thence,

16) continuing along Lot 16, South 35 degrees 17 minutes 28 seconds East 10.12 feet to a point; thence,

17) continuing along Lot 16, North 54 degrees 46 minutes 03 seconds East 0.34 feet to a point where the same is intersected by the division line between Lot 8 and Lot 1 as shown on said Final Plat; thence,

18) along Lot 1, South 35 degrees 17 minutes 28 seconds East 15.63 feet to a point; thence,

19) continuing along Lot 1, North 54 degrees 42 minutes 32 seconds East 9.06 feet to a point; thence,

20) continuing along Lot 1, South 35 degrees 17 minutes 28 seconds East 15.75 feet to a point; thence,

21) continuing along Lot 1, North 54 degrees 24 minutes 30 seconds East 25.70 feet to an iron rod with cap, identified as aforesaid, set at the northwesterly corner of lands now or formerly of Charlie Brown's Inc., described in Deed Book 2894 at Page 167; thence,

22) along Charlie Brown's Inc., then along lands now or formerly of 410 Nashua Corporation Venator Group, formerly F. W. Woolworth Co., described in Deed Book S-67 at Page 18, then along lands now or formerly of Greenberg, Finkelstein and Abraham, described in Deed Book 4783 at Page 76, then along lands now or formerly of BSD Enterprises, L.L.C., described in Deed Book 4509 at Page 147, then along lands now or formerly of Columbus Club of Morristown, described in Deed Book S-25 at Page 164, then along lands of First States Investors 3300, LLC, South 33 degrees 01 minute 00 seconds East 228.61 feet to the point and place of beginning.

This description was prepared by David R. Avery for the firm of SmithSurveying, Inc. in accordance with its Major Subdivision Plat dated March 5, 2007.

David R. Avery
Professional Land Surveyor
License No. 24GS03964600

- Exhibit B -



SmithSurveying Inc.

Richard Smith Surveyor

Courthouse Plaza • 60 Washington St., Suite 203 • Morristown, NJ 07960
Telephone: 973-540-9004 • Fax: 973-292-0220 • www.smithsurveyor.com

May 2, 2007

Proposed Tax Lot 12 in Block 6004 Town of Morristown, Morris County, New Jersey

Beginning at a drill hole set in the northeasterly sideline of Maple Avenue, 66 feet wide per Tax Map, where the same is intersected by the division line between lands hereindescribed and lands now or formerly of Maple Residential Associates, LLC, described in Deed Book 6225 at Page 176, said point distant 129.38 feet measured southeasterly along said sideline from its intersection with the southeasterly sideline of Market Street, also known as U.S. Route 202, 49.50 feet wide per Book of Roads B at Page 196, and running; thence,

- 1) along Maple Residential Associates, LLC, North 49 degrees 24 minutes 53 seconds East 57.95 feet to a point where the same is intersected by the division line between Lot 12 and Lot 8 as shown on "Epsteins Rehabilitation Area A, Final Plat" prepared by SmithSurveying, Inc., dated March 5, 2007 and about to be filed; thence,
- 2) along Lot 8, South 35 degrees 17 minutes 28 seconds East 30.08 feet to a point; thence,
- 3) continuing along Lot 8, North 54 degrees 42 minutes 32 seconds East 10.34 feet to a point; thence,
- 4) continuing along Lot 8, South 35 degrees 17 minutes 28 seconds East 21.26 feet to a point; thence,
- 5) continuing along Lot 8, South 54 degrees 42 minutes 32 seconds West 10.34 feet to a point; thence,
- 6) continuing along Lot 8, South 35 degrees 17 minutes 28 seconds East 116.54 feet to a point in the line of lands now or formerly of National Football Foundation and College Hall of Fame, Inc., described in Deed Book 4591 at Page 155; thence,
- 7) along National Football Foundation and College Hall of Fame, Inc., South 52 degrees 47 minutes 26 seconds West 59.13 feet to a drill hole set in the concrete sideline on the northeasterly sideline of Maple Avenue; thence,
- 8) along Maple Avenue, North 34 degrees 48 minutes 26 seconds West 164.51 feet to the point and place of beginning.

This description was prepared by David R. Avery for the firm of SmithSurveying, Inc. in accordance with its Major Subdivision Plat dated March 5, 2007.

David R. Avery
Professional Land Surveyor
License No. 24GS03964600

Exhibit C



Richard Smith Surveyor

Courthouse Plaza • 60 Washington St., Suite 203 • Morristown, NJ 07960
Telephone: 973-540-9004 • Fax: 973-292-0220 • www.smithsurveyor.com

SmithSurveying Inc.

April 12, 2007

Proposed Tax Lot 1 in Block 6004
Town of Morristown, Morris County, New Jersey

Beginning at the intersection of the southwesterly sideline of South Street, also known as U.S. Route 202, variable width right of way, with the southeasterly sideline of Market Street, also known as U.S. Route 202, 49.5 feet wide per Book of Roads B at Page 196, and running; thence,

- 1) along South Street, South 33 degrees 48 minutes 52 seconds East 121.10 feet to a point; thence,
- 2) continuing along South Street, South 34 degrees 49 minutes 42 seconds East 70.50 feet to a point; thence,
- 3) continuing along South Street, South 33 degrees 02 minutes 05 seconds East 24.99 feet to a point where the same is intersected by the division line between lands hereindescribed and lands now or formerly of Charlie Brown's, Inc. described in Deed Book 2694 at Page 167; thence,
- 4) along Charlie Brown's, Inc. and then along the division line between Lot 1 and Lot 8 as shown on "Epsteins Rehabilitation Area A, Final Plat" prepared by SmithSurveying, Inc., dated March 5, 2007 and about to be filed, South 54 degrees 24 minutes 30 seconds West 161.70 feet to a point in the line of Lot 8 as shown on said Final Plat, N.B. This course passes over an iron rod with cap, identified "Richard F Smith Jr, Surveyor, NJ #25048, Morristown", set 25.70 feet from its terminus; thence,
- 5) along Lot 8, North 35 degrees 17 minutes 28 seconds West 15.75 feet to a point; thence,
- 6) continuing along Lot 8, South 54 degrees 42 minutes 32 seconds West 9.06 feet to a point; thence,
- 7) continuing along Lot 8, North 35 degrees 17 minutes 28 seconds West 15.63 feet to a point in the line of Lot 16 as shown on said Final Plat; thence,
- 8) along Lot 16, North 54 degrees 46 minutes 03 seconds East 19.99 feet to a point; thence,
- 9) continuing along Lot 16, North 38 degrees 57 minutes 58 seconds West 175.64 feet to a point in the aforementioned southeasterly sideline of Market Street; thence,
- 10) along Market Street, North 51 degrees 01 minute 08 seconds East 167.05 feet to the point and place of beginning.

This description was prepared by David R. Avery for the firm of SmithSurveying, Inc. in accordance with its Major Subdivision Plat dated March 5, 2007.

David R. Avery
Professional Land Surveyor
License No. 24GS03964600

- Exhibit D -



SmithSurveying Inc.

Richard Smith Surveyor

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Telephone: 973-540-9004 • Fax: 973-292-0220 • www.smithsurveyor.com

April 12, 2007

Proposed Tax Lot 9 in Block 6004 Town of Morristown, Morris County, New Jersey

Beginning at a point in the northwesterly sideline of Dehart Street, 44.22 feet wide per prior surveys, 43 feet wide per Tax Map, where the same is intersected by the division line between Lot 8 and Lot 9 as shown on "Epsteins Rehabilitation Area A, Final Plat" prepared by SmithSurveying, Inc., dated March 5, 2007 and about to be filed, said point distant 152.01 feet measured southwesterly along said sideline from its intersection with South Street; thence,

1) along Dehart Street, South 55 degrees 20 minutes 00 seconds West 173.79 feet to a point where the same is intersected by the division line between lands hereindescribed and lands now or formerly of Fred M. Kirby, II, described in Deed Book 2642 at Page 862; thence,

2) along Kirby, North 33 degrees 20 minutes 47 seconds West 121.37 feet to a point where the same is intersected by the division line between Lot 9 and Lot 8 as shown on said Final Plat; thence,

3) along Lot 8, North 54 degrees 42 minutes 32 seconds East 174.56 feet to a point; thence,

4) continuing along Lot 8, South 33 degrees 01 minute 00 seconds East 123.29 feet to the point and place of beginning.

This description was prepared by David R. Avery for the firm of SmithSurveying, Inc. in accordance with its Major Subdivision Plat dated March 5, 2007.

David R. Avery
Professional Land Surveyor
License No. 24GS03964600

- Exhibit E -



Richard Smith Surveyor

Courthouse Plaza • 60 Washington St., Suite 203 • Morristown, NJ 07960
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SmithSurveying Inc.

April 12, 2007

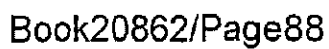
**Proposed Tax Lot 16 in Block 6004
Town of Morristown, Morris County, New Jersey**

Beginning at a point in the southeasterly sideline of Market Street, also known as U.S. Route 202, 49.5 feet wide per Book of Roads B at Page 196, where the same is intersected by the division line between Lot 1 and Lot 16 as shown on "Epsteins Rehabilitation Area A, Final Plat" prepared by SmithSurveying, Inc., dated March 5, 2007 and about to be filed, distant 167.05 feet measured southwesterly along said sideline from its intersection with the southwesterly sideline of South Street, also known as U.S. Route 202, variable width right of way, and running; thence,

- 1) along Lot 1, South 38 degrees 57 minutes 58 seconds East 175.64 feet to a point; thence,
- 2) continuing along Lot 1 and then along Lot 8 as shown on said Map, South 54 degrees 46 minutes 03 seconds West 20.33 feet to a point; thence,
- 3) along Lot 8, North 35 degrees 17 minutes 28 seconds West 10.12 feet to a point; thence,
- 4) continuing along Lot 8, South 54 degrees 42 minutes 32 seconds West 35.66 feet to a point; thence,
- 5) continuing along Lot 8, South 35 degrees 17 minutes 28 seconds East 10.25 feet to a point; thence,
- 6) continuing along Lot 8, South 54 degrees 42 minutes 32 seconds West 184.52 feet to a point; thence,
- 7) continuing along Lot 8, North 38 degrees 58 minutes 56 seconds West 34.03 feet to a point; thence,
- 8) continuing along Lot 8, South 49 degrees 24 minutes 53 seconds West 15.79 feet to an iron rod with cap, identified "Richard F Smith Jr, Surveyor, NJ #25048, Morristown", set at the southeasterly corner of lands now or formerly of Wertheimer described in Deed Book 2083 at Page 112; thence,
- 9) along Wertheimer, North 39 degrees 08 minutes 07 seconds West 126.68 feet to a drill hole set in the concrete sidewalk in the aforementioned southeasterly sideline of Market Street; thence,
- 10) along Market Street, North 51 degrees 01 minute 08 seconds East 256.20 feet to the point and place of beginning.

This description was prepared by David R. Avery for the firm of SmithSurveying, Inc. in accordance with its Major Subdivision Plat dated March 5, 2007.

David R. Avery
Professional Land Surveyor
License No. 24GS03964600



- Exhibit G -



Richard Smith Surveyor

Courthouse Plaza • 60 Washington St., Suite 203 • Morristown, NJ 07960
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SmithSurveying Inc.

May 31, 2007

**Courtyard Easement
Across Lots 1 and 16 in Block 6004
Town of Morristown, Morris County, New Jersey**

Beginning at a point in the southeasterly sideline of Market Street, also known as U.S. Route 202, 49.5 feet wide per Book of Roads B at Page 196, where the same is intersected by the division line between Lot 1 and Lot 16 as shown on "Epsteins Rehabilitation Area A, Final Plat" prepared by SmithSurveying, Inc., dated March 5, 2007 and about to be filed, distant 167.05 feet measured southwesterly along said sideline from its intersection with the southwesterly sideline of South Street, also known as U.S. Route 202, variable width right of way, and running; thence,

- 1) along Lot 1, South 38 degrees 57 minutes 58 seconds East 76.25 feet to a point; thence,
- 2) by a new line through Lot 1, North 51 degrees 02 minutes 02 seconds East 19.33 feet to a point; thence,
- 3) continuing through Lot 1, South 38 degrees 57 minutes 58 seconds East 39.33 feet to a point; thence,
- 4) continuing through Lot 1, South 51 degrees 02 minutes 02 seconds West 12.26 feet to a point; thence,
- 5) continuing through Lot 1, South 06 degrees 02 minutes 02 seconds West 10.00 feet to a point on the division line between Lot 1 and Lot 16; thence,
- 6) along Lot 1 and then through Lot 1, South 38 degrees 57 minutes 58 seconds East 84.30 feet to a point in the division line between Lot 1 and Lot 8; thence,
- 7) along Lot 8, South 54 degrees 24 minutes 30 seconds West 12.94 feet to a point; thence,
- 8) continuing along Lot 8, North 35 degrees 17 minutes 28 seconds West 15.75 feet to a point; thence,
- 9) continuing along Lot 8, South 54 degrees 42 minutes 32 seconds West 9.06 feet to a point; thence,
- 10) continuing along Lot 8, North 35 degrees 17 minutes 28 seconds West 15.63 feet to a point in the line of Lot 16; thence,
- 11) along Lot 16, South 54 degrees 46 minutes 03 seconds West 0.34 feet to a point; thence,

12) continuing along Lot 16, North 35 degrees 17 minutes 28 seconds West 10.12 feet to a point; thence,

13) continuing along Lot 16, South 54 degrees 42 minutes 32 seconds West 16.76 feet to a point; thence,

14) by a new line through Lot 16, North 38 degrees 58 minutes 48 seconds West 163.14 feet to a point in the southeasterly sideline of Market Street; thence,

15) along Market Street, North 51 degrees 01 minute 08 seconds East 36.41 feet to the point and place of beginning.

This description was prepared by David R. Avery for the firm of SmithSurveying, Inc. in accordance with its Easement Plan dated March 5, 2007.

David R. Avery
Professional Land Surveyor
License No. 24GS03964600

- Exhibit H -



SmithSurveying Inc.

Richard Smith Surveyor

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May 31, 2007

**Right of Way Easement
Across Lots 8 and 9 in Block 6004
Town of Morristown, Morris County, New Jersey**

Beginning at a drill hole set on a bollard in the northwesterly sideline of Dehart Street, 44.22 feet wide per prior surveys, 43 feet wide per Tax Map, where the same is intersected by the division line between lands hereindescribed and lands now or formerly of First States Investors 3300, LLC, described in Deed Book 6191 at Page 254, said point distant 136.00 feet measured southwesterly along said sideline from its intersection with South Street, and running; thence,

- 1) along Dehart Street, South 55 degrees 20 minutes 00 seconds West 16.63 feet to a point; thence,
- 2) by a new line through Lot 9 and continuing through Lot 8 as shown on "Epsteins Rehabilitation Area A, Final Plat" prepared by SmithSurveying, Inc., dated March 5, 2007 and about to be filed, North 35 degrees 17 minute 28 seconds West 228.12 feet to a corner of Lots 1 and 8 as shown on said Final Plat; thence,
- 3) along Lot 1, North 54 degrees 24 minutes 30 seconds East 25.70 feet to an iron rod with cap, identified "Richard F Smith Jr, Surveyor, NJ #25048, Morristown", set where the same is intersected by the division line between lands hereindescribed and lands now or formerly of Charlie Brown's, Inc. described in Deed Book 2694 at Page 167; thence,
- 4) along Charlie Brown's Inc., then along lands now or formerly of 410 Nashua Corporation Venator Group, formerly F. W. Woolworth Co., described in Deed Book S-67 at Page 18, then along lands now or formerly of Greenberg, Finkelstein and Abraham, described in Deed Book 4783 at Page 76, then along lands now or formerly of BSD Enterprises, L.L.C., described in Deed Book 4509 at Page 147, then along lands now or formerly of Columbus Club of Morristown, described in Deed Book S-25 at Page 164, then along lands of First States Investors 3300, LLC, South 33 degrees 01 minute 00 seconds East 228.61 feet to the point and place of beginning.

This description was prepared by David R. Avery for the firm of SmithSurveying, Inc. in accordance with its Easement Plan dated March 5, 2007.

David R. Avery
Professional Land Surveyor
License No. 24GS03964600

- Exhibit I -



SmithSurveying Inc

Richard Smith Surveyor

Courthouse Plaza • 60 Washington St., Suite 203 • Morristown, NJ 07960
Telephone: 973-540-9004 • Fax: 973-292-0220 • www.smithsurveyor.com

June 22, 2007

**Maple Avenue Driveway Easement
Across Lots 8 and 12 in Block 6004
Town of Morristown, Morris County, New Jersey**

Beginning at a drill hole set in the northeasterly sideline of Maple Avenue, 66 feet wide per Tax Map, where the same is intersected by the division line between lands hereindescribed and lands now or formerly of Maple Residential Associates, LLC, described in Deed Book 6225 at Page 176, said point distant 129.38 feet measured southeasterly along said sideline from its intersection with the southeasterly sideline of Market Street, also known as U.S. Route 202, 49.50 feet wide per Book of Roads B at Page 196, and running; thence,

- 1) along Maple Residential Associates, LLC, and then along the division line between Lot 8 and Lot 16 as shown on "Epsteins Rehabilitation Area A, Final Plat" prepared by SmithSurveying, Inc., dated March 5, 2007 and about to be filed, North 49 degrees 24 minutes 53 seconds East 100.01 feet to a corner of Lots 8 and 16; thence,
- 2) along Lot 16, South 38 degrees 58 minutes 56 seconds East 34.03 feet to a corner of Lots 8 and 16; thence,
- 3) by a new line through Lot 8, then along the division line between Lot 8 and Lot 12, then by a new line through Lot 12, South 54 degrees 42 minutes 32 seconds West 102.00 feet to a point on the northeasterly sideline of Maple Avenue; thence,
- 4) along Maple Avenue, North 34 degrees 48 minutes 26 seconds West 24.73 feet to the point and place of beginning.

This description was prepared by David R. Avery for the firm of SmithSurveying, Inc. in accordance with its Easement Plan dated March 5, 2007.

David R. Avery
Professional Land Surveyor
License No. 24GS03964600

- Exhibit J -



SmithSurveying Inc.

Richard Smith Surveyor

Courthouse Plaza • 60 Washington St., Suite 203 • Morristown, NJ 07960
Telephone: 973-540-9004 • Fax: 973-292-0220 • www.smithsurveyor.com

May 31, 2007

**Garage Entrance Easement
Across Lot 9 in Block 6004
Town of Morristown, Morris County, New Jersey**

Beginning at a point in the northwesterly sideline of Dehart Street, 44.22 feet wide per prior surveys, 43 feet wide per Tax Map, where the same is intersected by the division line between Lot 8 and Lot 9 as shown on "Epsteins Rehabilitation Area A, Final Plat" prepared by SmithSurveying, Inc., dated March 5, 2007 and about to be filed, said point distant 152.01 feet measured southwesterly along said sideline from its intersection with South Street; thence,

- 1) along Dehart Street, South 55 degrees 20 minutes 00 seconds West 50.31 feet to a point; thence,
- 2) by a new line through Lot 9, North 35 degrees 17 minutes 28 seconds West 122.64 feet to a point in the division line between Lot 9 and Lot 8; thence,
- 3) along Lot 8, North 54 degrees 42 minutes 32 seconds East 55.20 feet to a corner of Lots 8 and 9; thence,
- 4) continuing along Lot 8, South 33 degrees 01 minute 00 seconds East 123.29 feet to the point and place of beginning.

This description was prepared by David R. Avery for the firm of SmithSurveying, Inc. in accordance with its Easement Plan dated March 5, 2007.

David R. Avery
Professional Land Surveyor
License No. 24GS03964600



MORRIS COUNTY, NEW JERSEY
JOAN BRAMHALL, COUNTY CLERK
EAS-DR BOOK 20862 PG 0043
RECORDED 07/09/2007 12:12:10
FILE NUMBER 2007061525
RCPT #: 169115# RECD BY: sally
RECORDING FEES 560.00
MARGINAL NOTATION CD 0.00 ST 0.00

Exhibit K



SmithSurveying Inc.

Richard Smith Surveyor

Courthouse Plaza • 60 Washington St., Suite 203 • Morristown, NJ 07960
Telephone: 973-540-9004 • Fax: 973-292-0220 • www.smithsurveyor.com

May 31, 2007

Underground Utility Easement
Across Lot 8 in Block 6004
Town of Morristown, Morris County, New Jersey

Beginning at a drill hole set on a bollard in the northwesterly sideline of Dehart Street, 44.22 feet wide per prior surveys, 43 feet wide per Tax Map, where the same is intersected by the division line between lands hereindescribed and lands now or formerly of First States Investors 3300, LLC, described in Deed Book 6191 at Page 254, said point distant 136.00 feet measured southwesterly along said sideline from its intersection with South Street, and running; thence,

- 1) along Dehart Street, South 55 degrees 20 minutes 00 seconds West 16.01 feet to a point where the same is intersected by the division line between Lot 8 and Lot 9 as shown on "Epsteins Rehabilitation Area A, Final Plat" prepared by SmithSurveying, Inc., dated March 5, 2007 and about to be filed; thence,
- 2) along Lot 9, North 33 degrees 01 minute 00 seconds West 123.29 feet to a point; thence,
- 3) continuing along Lot 9, South 54 degrees 42 minutes 32 seconds West 5.52 feet to a point; thence,
- 4) by a new line through Lot 8, North 35 degrees 17 minutes 28 seconds West 104.93 feet to a corner of Lots 1 and 8; thence,
- 5) along Lot 1, North 54 degrees 24 minutes 30 seconds East 25.70 feet to an iron rod with cap, identified "Richard F Smith Jr, Surveyor, NJ #25048, Morristown", set where the same is intersected by the division line between lands hereindescribed and lands now or formerly of Charlie Brown's, Inc. described in Deed Book 2694 at Page 167; thence,
- 6) along Charlie Brown's Inc., then along lands now or formerly of 410 Nashua Corporation Venator Group, formerly F. W. Woolworth Co., described in Deed Book S-67 at Page 18, then along lands now or formerly of Greenberg, Finkelstein and Abraham, described in Deed Book 4783 at Page 76, then along lands now or formerly of BSD Enterprises, L.L.C., described in Deed Book 4509 at Page 147, then along lands now or formerly of Columbus Club of Morristown, described in Deed Book S-25 at Page 164, then along lands of First States Investors 3300, LLC, South 33 degrees 01 minute 00 seconds East 228.61 feet to the point and place of beginning.

This description was prepared by David R. Avery for the firm of SmithSurveying, Inc. in accordance with its Easement Plan dated March 5, 2007.

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INTENTIONALLY**

EXHIBIT D

From: Josh Bauchner [<mailto:jib@ansellgrimm.com>]

Sent: Tuesday, September 20, 2016 10:00 AM

To: rgoldsmith@greenbaumlaw.com

Cc: Stephen Santola <Stephen.Santola@woodmontproperties.com>; James Cavanaugh <jamescav@comcast.net>

Subject: ROW T&Cs

Bob,

Further to our conversation at last week's meeting, to ensure use of the ROW is not overburdened as a result of the Parking Authority's grant of rights to additional dominant tenements, we propose the following be memorialized in a formal agreement:

- A sign detailing permitted uses will be posted at the ROW entry.
- Parking will not be permitted; only deliveries.
- Any vehicles in the ROW will leave a placard in their window identifying the entity they are servicing and providing contact information. It shall be the responsibility of each party to ensure this condition is satisfied.
- The 40 Park parties agree that whenever possible they, or their vendors and contractors, shall secure a \$10 day parking pass to permit meter parking rather than ROW use.
- The MPA will coordinate with the Town to determine whether the loading zones on Market and Dehart can be expanded, specifically to permit use by the retail locations at 40 Park.
- The Condo Association will limit its use to move in/and move outs only (no repair/service vehicles which may park in the garage) on Tuesdays between the hours of 9-4 (dates and times subject to discussion). The concierge shall serve as the point person for contact.
- Any use exceeding one hour or temporary closure requires 48 hours' notice to all parties effected through the MPA.
- Each party/owner shall be responsible for conveying these terms and conditions to their tenants and residents.
- The Metropolitan and the new apartments (Lot C) are not permitted use of the ROW under any circumstances.
- The MPA shall ensure enforcement of the above through ticketing and tows.

Please also forward the traffic study and the complete document from which we were provided a single page (p. 17) regarding regulations, as well as the terms of the easement granted to Woodmont.

We appreciate your time and attention to this important matter and anticipate memorializing these terms for the benefit of all interested parties.

Regards,

Josh

Joshua S. Bauchner
Ansell Grimm & Aaron, P.C.
365 Rifle Camp Road
Woodland Park, New Jersey 07424
t: (973) 247-9000 ext. 418
f: (973) 247-9199
m: (646) 369-0250
Bio | V-Card | Website

EXHIBIT E

From: Stephen Santola [<mailto:Stephen.Santola@woodmontproperties.com>]
Sent: Tuesday, September 20, 2016 10:32 AM
To: Josh Bauchner <jb@ansellgrimm.com>; rgoldsmith@greenbaumlaw.com
Cc: James Cavanaugh <jamescav@comcast.net>
Subject: RE: ROW T&Cs

Perhaps its best if Bob drafts something that we can then all comment upon rather than debating bullet points?

Stephen A. Santola
Executive Vice President & General Counsel
Direct: 973.487.1780

From: Josh Bauchner [<mailto:jb@ansellgrimm.com>]
Sent: Tuesday, September 20, 2016 10:30 AM
To: Stephen Santola <Stephen.Santola@woodmontproperties.com>;
rgoldsmith@greenbaumlaw.com
Cc: James Cavanaugh <jamescav@comcast.net>
Subject: RE: ROW T&Cs

Steve,

We discussed that parking on Market was more convenient and proximate for 40 Park – especially as parking in the ROW is not permitted.

We do state that parking is not permitted (second item).

In any event, as email is ~~not really an effective means of discussing this~~, once the 40 Park attorney is looped in I recommend a call among counsel.

Regards,
Josh

Joshua S. Bauchner
Ansell Grimm & Aaron, P.C.
(973) 247-9000 ext. 418
[Bio](#) | [V-Card](#) | [Website](#)

EXHIBIT F

From: Stephen Santola [<mailto:Stephen.Santola@woodmontproperties.com>]
Sent: Tuesday, October 04, 2016 9:40 AM
To: Josh Bauchner <jb@ansellgrimm.com>
Cc: rgoldsmith@greenbaumlaw.com; James Cavanaugh <jamescav@comcast.net>
Subject: Re: ROW T&Cs

Josh / having worked with the MPA for over 12 years I can assure they keep their word. Your arbitrary deadline, however, is not in the spirit of our meeting.

Sent from my iPhone

On Oct 4, 2016, at 9:17 AM, Josh Bauchner <jb@ansellgrimm.com> wrote:

EXHIBIT G

Greenbaum Rowe
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December 15, 2016

VIA REGULAR MAIL

Superior Court of New Jersey
Civil Division
P.O. Box 910
Morristown, NJ 07960

Re: *5-7 South Street Holdings, LLC and 9 South Street Holdings, LLC v. Parking Authority of the Township of Morristown and Epsteins C Lofts, LLC*
Docket No. MRS-L-2347-16

Dear Sir or Madam:

This firm represents the Defendant, Parking Authority of the Town of Morristown, improperly pled as the Parking Authority of the Township of Morristown ("Authority") in the above-referenced matter. Enclosed please find a copy of a New Jersey Courts form along with one (1) original and one (1) copy of a Civil Case Information Statement to be filed with the following documents that were returned for re-filing:

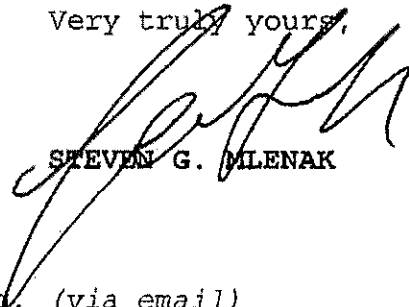
- 1) Answer, Counterclaim and Third-Party Complaint; and
- 2) Certification of Service

Kindly file the original and return the copy marked with your "filed" stamp. Please deduct the appropriate filing fee from our attorney collateral account (#38800).

Greenbaum Rowe
Smith & Davis LLP

Thank you for your attention to this matter.

Very truly yours,



STEVEN G. MLENAK

SGM/jmm

Enclosures

cc: Joshua S. Bauchner, Esq. (via email)
Anthony D'Artiglio (via email)
C. John DeSimone, III, Esq. (via email)
Michael Fabrizio (via email)
J. David Ramsey, Esq. (via email)
Martin Cabalar, Esq. (via email)



New Jersey Courts

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Superior Court of New Jersey Morris/Sussex Vicinage

Rashad Shabaka-Burns
Trial Court Administrator

Renita McKinney
Civil Division Manager

www.njcourts.com • phone: 973 656-4113 • fax: 973 656-4123

Docket Number:

L. 2347-16

Date:

12/7/16

Plaintiff

5-7 South St

vs

Defendant

Parking Authority of
Morristown

Please be advised that the enclosed documents have been returned for the reason(s) checked below:

- ☒ Civil Case Information Statement (CIS) not attached.
☐ Filing fee not enclosed or incorrect. Fee of \$___ is required for this document.
☐ Check enclosed but unsigned.
☐ Documents unsigned.

In the above instances, if the documents is returned within ten days from the date of this notice, filing will be preserved as of the date originally filed pursuant to R. 1:5-6 (c).

- ☐ Pursuant to R. 1:21-1 (c), corporations must be represented by an attorney.
☐ The answer is being returned as a non-conforming document pursuant to R.1:5-6, since default has already been entered against the defendant.
☐ COMMENTS/OTHER: _____

Please return this form along with the corrected documents to address below:

Superior Court of New Jersey
Civil Division
P.O. Box 910
Morristown, NJ 07963

By: Elsie

Telephone #: 973-656-4122

CERTIFICATION

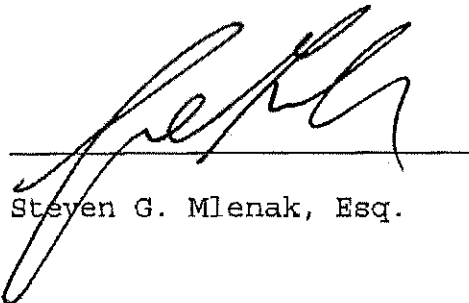
I hereby certify that on this date the original and one (1) copy of the within Answer, Counterclaim and Third-Party Complaint and Civil Case Information Statement were sent via regular mail for filing to:

Superior Court of New Jersey
Civil Division
P.O. Box 910
Morristown, NJ 07960

I further certify that on this date a true and correct copy of the foregoing documents was sent via email to:

Joshua S. Bauchner, Esq.
Anthony D'Artiglio, Esq.
Ansell Grimm & Aaron, P.C.
365 Rifle Camp Road
Woodland Park, NJ 07424

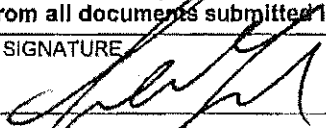
C. John DeSimone, III, Esq.
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054-2891



Steven G. Mlenak, Esq.

Dated: December 15, 2016

Appendix XII-B1

 CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed.		FOR USE BY CLERK'S OFFICE ONLY	
		PAYMENT TYPE: ☐ CK ☐ CG ☐ CA	
		CHG/CK NO.:	
		AMOUNT:	
		OVERPAYMENT:	
		BATCH NUMBER:	
ATTORNEY/PRO SE NAME Steven G. Mlenak, Esq. (ID #025702011)		TELEPHONE NUMBER 732 476-2526	COUNTY OF VENUE MORRIS
FIRM NAME (if applicable) Greenbaum, Rowe, Smith & Davis LLP		DOCKET NUMBER (when available) MOR-L-2347-16	
OFFICE ADDRESS Metro Corporate Campus One P.O. Box 5600 Woodbridge, New Jersey 07095		DOCUMENT TYPE Civil Case Information Statement	
		JURY DEMAND ☐ YES ☒ NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) Parking Authority of the Town of Morristown, Defendant-Counterclaimant-Third-Party Plaintiff		CAPTION See 1 in Addendum	
CASE TYPE NUMBER (See reverse side for listing) 399	HURRICANE SANDY RELATED? ☐ YES ☒ NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? ☐ YES ☒ NO		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ YES ☒ NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) ☐ NONE ☐ UNKNOWN	
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? ☐ YES ☒ NO	IF YES, IS THAT RELATIONSHIP ☐ EMPLOYER-EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) _____ ☐ FAMILIAL ☐ BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ☐ YES ☒ NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION: 			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS ☐ YES ☒ NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION:	
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).			
ATTORNEY SIGNATURE 			

SIDE 2

CIVIL CASE INFORMATION STATEMENT (CIS)

Use for Initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)**Track I — 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (briefly describe nature of action) _____

Track II — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM Claim (includes bodily injury)
- 699 TORT - OTHER

Track III — 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER/CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV — Active Case Management by Individual Judge/450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (MCL) (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN | 289 REGLAN |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 278 ZOMETHA/AREZIA | 291 PELVIC MESH/GYNECARE |
| 279 GADOLINIUM | 292 PELVIC MESH/BARD |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 282 FOSAMAX | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 285 STRYKER TRIDENT HIP IMPLANTS | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 286 LEVAQUIN | 297 MIRENA CONTRACEPTIVE DEVICE |
| 287 YAZ/YASMIN/OCELLA | 601 ASBESTOS |
| 288 PRUDENTIAL TORT LITIGATION | 623 PROPECIA |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category:

☐ Putative Class Action☐ Title 59

Addendum

1. 5-7 South Street Holdings, LLC and 9 South Street Holdings, LLC, Plaintiffs/Counterclaim Defendants, v. Parking Authority of the Township of Morristown and Epsteins C Lofts, LLC, Defendants/Counterclaimants.

Parking Authority of the Town of Morristown, Third-Party Plaintiff, v. Elfloradel Realty Company, L.L.C. and Iron Bar, LLC d/b/a Iron Bar and the Revolution Social Brew House, Third-Party Defendants.

GREENBAUM, ROWE, SMITH & DAVIS LLP
Steven G. Mlenak, Esq. (ID #025702011)
Metro Corporate Campus One
P.O. Box 5600
Woodbridge, New Jersey 07095
(732) 549-5600
*Attorneys for Defendant, Parking
Authority of the Town of Morristown*

5-7 SOUTH STREET HOLDINGS, LLC and
9 SOUTH STREET HOLDINGS, LLC,

Plaintiffs/Counterclaim
Defendants,

v.

PARKING AUTHORITY OF THE TOWNSHIP
OF MORRISTOWN and EPSTEINS C
LOFTS, LLC,

Defendants/Counterclaimants.

PARKING AUTHORITY OF THE TOWN OF
MORRISTOWN,

Third-Party Plaintiff,

v.

ELFLORADEL REALTY COMPANY, L.L.C.
and IRON BAR, LLC d/b/a IRON BAR
and the REVOLUTION SOCIAL BREW
HOUSE,

Third-Party Defendants.

SUPERIOR COURT OF NEW JERSEY
MORRIS COUNTY
LAW DIVISION

DOCKET NO. MOR-L-2347-16

CIVIL ACTION

**ANSWER, COUNTERCLAIM and THIRD-
PARTY COMPLAINT**

ANSWER TO THE VERIFIED COMPLAINT

Defendant, Parking Authority of the Town of Morristown,
improperly pled as the Parking Authority of the Township of
Morristown ("**Authority**" or "**Defendant**"), by way of Answer to the

Verified Complaint of plaintiff 5-7 South Street Holdings, LLC ("5-7 South") and 9 South Street Holdings, LLC ("9 South", together with 5-7 South, the "**Plaintiffs**"), say as follows:

SUMMARY OF ACTION

1. The Defendant denies the allegations contained in paragraph 1.

PARTIES

2. The Defendant is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 2.

3. The Defendant is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 3.

4. The Defendant admits that it is a body corporate and politic of the State of New Jersey. The Defendant's address, however, is 14 Maple Avenue, Morristown, New Jersey.

5. The Defendant is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 5.

FACTS COMMON TO ALL COUNTS

6. The Defendant is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 6.

7. The Defendant is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 7.

8. The Defendant is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 8, however, according to the recorded land records of the Office of the Morris County Clerk, the owner of 9 South Street, Block 6004, Lot 4 is an entity known as Elfloradel Realty Company, L.L.C.

9. The Defendant denies the allegations contained in paragraph 9 insofar as 9 South is not the owner of Lot 4 (9 South Street).

10. The Defendant denies the allegations contained in paragraph 10.

11. The Defendant denies the allegations contained in paragraph 11.

12. The Defendant is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 12.

13. The Defendant is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 13.

14. The Defendant admits that the Authority is the fee owner of Lot 8 and that Defendant, Epsteins C Lofts, L.L.C.

("Epsteins C") is the fee owner of Lot 9. The Defendant further admits that Lot 8 and Lot 9 contain the alley known as the DeHart Street Right of Way ("**ROW**"). The Defendant is without sufficient information or knowledge, however, to admit or deny whether or not the ROW is the DeHart Easement referred to by Plaintiffs in the Verified Complaint or whether Plaintiffs have any easement right(s) to the ROW.

15. The Defendant admits that the Joint Declaration of Cross-Easements annexed to the Verified Complaint as Exhibit C was executed on June 26, 2007 and allows the document to speak for itself ("**Declaration**").

16. The Defendant admits the allegations contained in paragraph 16 as follows: The building located on Block 6004, Lot 1 is a condominium managed by the "40 Park Condominium Association, Inc." ("**40 Park**"). 40 Park contains both residential and retail units. The building located on Block 6004, Lot 16 is a condominium known as "The Metropolitan Condominium Association, Inc." ("**Metropolitan**"). The Metropolitan contains residential apartments, retail space and a parking garage.

17. The Defendant admits that 40 Park contains one (1) commercial retail condominium unit which itself contains several storefronts currently leased to various tenants, such as Starbucks, Roots Steakhouse, Qdoba, AT&T, Urban Table and NBD

Training Zone. The Metropolitan contains one (1) commercial retail condominium unit which itself contains several storefronts currently leased to various tenants including Carlo's Bake Shop, Powerflow Yoga, and Salad House.

18. The Defendant denies the characterization that collectively, 40 Park and the Metropolitan contain "hundreds" of residential units. 40 Park contains seventy-six (76) residential condominium units and the Metropolitan contains one hundred and thirty (130) residential apartments.

19. The Defendant denies the allegations contained in paragraph 19.

20. The Defendant denies the allegations contained in paragraph 20.

21. The Defendant denies the allegations contained in paragraph 21.

22. The Defendant denies the allegations contained in paragraph 22.

23. The Defendant denies the allegations contained in paragraph 23.

24. The Defendant denies the allegations contained in paragraph 24.

25. The Defendant denies the allegations contained in paragraph 25.

26. The Defendant denies the allegations contained in paragraph 26.

27. The Defendant admits that the retail tenants of Lot 1 and Lot 16 are entitled to utilize the ROW for deliveries consistent with the Declaration.

28. The Defendant denies the allegations contained in paragraph 28.

29. The Defendant denies the allegations contained in paragraph 29.

30. The Defendant denies the allegations contained in paragraph 30.

31. The Defendant denies the allegations contained in paragraph 31. The area referred to by Plaintiffs as the "Market Easement" is a pedestrian courtyard, not a "right of way" for vehicular traffic.

32. The Defendant denies the allegations contained in paragraph 31 insofar as it suggests that the Market Easement may be used by the Complexes for vehicular use.

33. The Defendant denies the allegations contained in paragraph 33.

34. The Defendant denies the allegations contained in paragraph 34.

AS TO THE FIRST COUNT

(Breach of Contract)

35. The Defendant incorporates herein, as if more fully set forth, its answers to the allegations contained in paragraphs 1 through 34 above.

36. The Defendant denies the allegations contained in paragraph 36.

37. The Defendant denies the allegations contained in paragraph 37.

38. The Defendant denies the allegations contained in paragraph 38.

39. The Defendant denies the allegations contained in paragraph 39.

AS TO THE SECOND COUNT

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

40. The Defendant incorporates herein, as if more fully set forth, its answers to the allegations contained in paragraphs 1 through 39 above.

41. The Defendant denies the allegations contained in paragraph 41.

42. The Defendant denies the allegations contained in paragraph 42.

43. The Defendant denies the allegations contained in paragraph 43.

44. The Defendant denies the allegations contained in paragraph 44.

45. The Defendant denies the allegations contained in paragraph 45.

46. The Defendant denies the allegations contained in paragraph 46.

AS TO THE THIRD COUNT

(Interference with Easement)

47. The Defendant incorporates herein, as if more fully set forth, its answers to the allegations contained in paragraphs 1 through 46 above.

48. The Defendant is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 48.

49. The Defendant denies the allegations contained in paragraph 49.

50. The Defendant denies the allegations contained in paragraph 50.

51. The Defendant denies the allegations contained in paragraph 51.

52. The Defendant denies the allegations contained in paragraph 52.

53. The Defendant denies the allegations contained in paragraph 53.

AS TO THE FOURTH COUNT

(Negligence)

54. The Defendant incorporates herein, as if more fully set forth, its answers to the allegations contained in paragraphs 1 through 53 above.

55. The Defendant denies the allegations contained in paragraph 55.

56. The Defendant denies the allegations contained in paragraph 56.

AS TO THE FIFTH COUNT

(Tortious Interference with Prospective Economic Advantage)

57. The Defendant incorporates herein, as if more fully set forth, its answers to the allegations contained in paragraphs 1 through 56 above.

58. The Defendant denies the allegations contained in paragraph 58.

59. The Defendant denies the allegations contained in paragraph 59.

60. The Defendant denies the allegations contained in paragraph 60.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, in that they fail to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of estoppel.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of quasi-estoppel.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred because the Defendant either owed no duty to Plaintiffs or did not violate or breach any legal duty to Plaintiffs.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by reason of his own negligence or other wrongful, unlawful or unpermitted conduct.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by reason of the course of conduct of third parties over whom Defendant has no control.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by its failure to mitigate the alleged damages sustained.

ELEVENTH AFFIRMATIVE DEFENSE

At all times relevant thereto, Defendant complied with all applicable laws, regulations and/or standards.

TWELFTH AFFIRMATIVE DEFENSE

Defendant's actions were not the proximate cause of any damages suffered by Plaintiffs.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, as being against public policy.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are unenforceable as, upon information and belief, their purpose is to stifle competition and is against public policy and the law.

FIFTEENTH AFFIRMATIVE DEFENSE

Defendants, if and/or to the extent it owed any duty or obligation to Plaintiffs, fulfilled any and all such duties

and/or obligations, whether arising from common law, statute, contract or otherwise.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to injunctive relief as it lacks the requisite substantive bases therefor.

SEVENTEENTH AFFIRMATIVE DEFENSE

Defendant has, at all times relevant hereto, acted in good faith.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the equitable maxim that he who seeks equity must do equity.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, insofar as they have failed to join a party without whom the action cannot proceed, including, but not limited to: 40 Park Condominium Association, Inc., The Metropolitan Condominium Association, Inc., the Town of Morristown, the Town of Morristown Planning Board, the County of Morris, the New Jersey Department of Transportation, Epsteins B Rentals, LLC, and the individual condominium unit owners of both 40 Park Condominium Association, Inc., and The Metropolitan Condominium Association, Inc.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, due to the expiration of applicable statutes of limitation.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the parole evidence rule.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by R 4:69-6.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, as the Plaintiffs have suffered no damage.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, as the Plaintiffs are contributorily and/or comparatively culpable.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, insofar as the damages alleged, even if assumed to be valid, were caused solely by the acts or omissions of Plaintiffs or their respective agents.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the conduct set forth in the Counterclaim and Third-Party Complaint.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of avoidable consequences.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs are not entitled to attorneys' fees or costs of suit.

TWENTY-NINTH AFFIRMATIVE DEFENSE

Plaintiffs are not entitled to punitive damages.

WHEREFORE, the Defendant demands judgment against the Plaintiffs dismissing the Verified Complaint with prejudice, together with costs of suit and such other and further relief as the Court deems equitable and just.

COUNTERCLAIM and THIRD-PARTY COMPLAINT

The Parking Authority of the Town of Morristown, improperly pled as the Parking Authority of the Township of Morristown ("**Authority**"), by way of Counterclaim against 5-7 South Street Holdings, LLC ("**5-7 South**") and 9 South Street Holdings, LLC ("**9 South**"), and Third-Party Complaint against Elfloradel Realty Company, L.L.C. ("**Elfloradel**") and Iron Bar, LLC d/b/a Iron Bar and the Revolution Social Brew House ("**Iron Bar**", together with 5-7 South, 9 South, and Elfloradel, the "**Defendants**").

FACTS APPLICABLE TO ALL COUNTS

THE PARTIES

1. The Authority is a body corporate and politic of the State of New Jersey which was established by the Town of Morristown ("**Town**") in 1956 pursuant to the Parking Authorities Law, N.J.S.A. 40:11A-1, et seq., for the expressed public purposes of providing public parking, preventing traffic congestion, and promoting the free flow of traffic.

2. 5-7 South is, upon information and belief, a limited liability company of the State of New Jersey with its principal place of business located at 9 Ashland Terrace, Chester, New Jersey 07930.

3. 5-7 South is the fee owner of Block 6004, Lot 3, in the Town, commonly known as 5 South Street, by virtue of a deed dated September 30, 2008 and recorded on October 6, 2008 with the Office of the Morris County Clerk in Book 21166, Page 1698.

4. 9 South is, upon information and belief, an unincorporated entity with its principal place of business located at 9 Ashland Terrace, Chester, New Jersey 07930.

5. Elfloradel is, upon information and belief, a limited liability company of the State of New Jersey with a principal place of business located at 9 Colonial Drive, Convent Station, New Jersey 07960.

6. 9 South alleges to be the fee owner of Block 6004, Lot 4, in the Town, commonly known as 9 South Street, since August 21, 2008. Upon information and belief, however, the owner of Lot 4 is listed as Elfloradel, having acquired ownership of Lot 4 by virtue of a deed dated April 11, 2010 and recorded July 28, 2010 with the Office of the Morris County Clerk in Book 21587, Page 937.

7. The Iron Bar is, upon information and belief, a limited liability company of the State of New Jersey with a principal place of business located at 5-7 South Street, Morristown, New Jersey 07940.

8. The Iron Bar, upon information and belief, operates the bars, restaurants and entertainment venues on Lots 3 and 4 known as the "Iron Bar" and the "Revolution Social Brew House".

9. The Iron Bar is the instrumentality and/or alter ego of 5-7 South and 9 South, the entities being controlled by the same individual for a common purpose.

FACTUAL ALLEGATIONS

10. The underlying claims in this action relate to a 16' wide right-of-way located upon Block 6004, Lots 8 and 9 (the "ROW").

11. At all times during the Defendants' ownership of Lots 3 and 4, the ROW has been owned in fee by the Authority and Epsteins C Lofts, L.L.C. ("Epsteins C") pursuant to a certain

Deed dated June 16, 2007 and recorded July 9, 2007 in the Office of the Morris County Clerk in Book 20862, Page 32.

12. The ROW is utilized by various businesses, residents, owners, and others, for, among other things: deliveries, loading and unloading, trash storage and pickup, pedestrian access to/from the Dehart Street Parking Garage, and vehicular traffic.

13. The Defendants allege an easement interest over the ROW pursuant to an 1884 Grant and 1885 Grant purported to be for the benefit of the owner of the lots currently designated as Block 6004, Lots 3 and 4 (the "**Grants**").

14. Upon information and belief, the Grants provided an easement to the ROW for ingress and egress purposes only. The Grants do not permit the Defendants to place, install, store or keep anything on the ROW.

15. In addition to the easement rights claimed by the Defendants, there are several other businesses and residents who have rights to, and utilize, the ROW, including, but not limited to: the 40 Park Condominium Association, Inc. ("**40 Park**") and its individual condominium unit owners; the Metropolitan Condominium Association ("**Metropolitan**"), and its individual condominium unit owners; and the property owners located along South Street, including Patco Realty South LLC, BSD Enterprises LLC, Columbus Club of Morristown, and First State Investors

3300, LLC (Wells Fargo)(collectively, the "**South Street Businesses**").

16. Beginning in 2002, Morristown Epsteins L.L.C. ("**Epsteins**"), the Authority and the Town collectively began the extensive, open and expansive process of redeveloping the properties located in Block 6004. This process, and the project that was born out of it, came to be known as the "Epsteins Redevelopment Project" (the "**Project**").

17. The Project is in furtherance of the Local Redevelopment and Housing law, N.J.S.A. 40A:12A-1 et seq., and consisted of numerous public hearings and governmental approvals by a variety of governmental entities including without limitation the Town of Morristown, the Planning Board of the Town of Morristown, and the State of New Jersey Department of Transportation.

18. To facilitate the Project, a Joint Declaration of Cross-Easements was executed between the Authority and the various Epsteins entities (the "**Declaration**"). The Declaration provides numerous cross-easements, including one that permits the owners and occupants of Lots 1 and 16 to utilize the ROW for the purposes of resident move-in and move-out, delivery, loading and unloading, and other purposes.

19. The making of the Joint Declaration coincided with the transfer of real property by Epsteins to others, including the

MPA. Epsteins had previously held the fee interest in the ROW, and in deeding out that fee interest Epsteins, via the Joint Declaration, reserved unto itself and its successors and assigns an easement in the ROW for ingress and egress. The Authority and Epsteins hold cross-easements among those portions of the ROW of which the other holds title.

20. The Declaration represents a carefully negotiated document with multiple moving parts, one that was integral to the various governmental approvals given to the Project and vital to the overall success of the Project.

21. The Declaration was recorded in the Office of the Morris County Clerk on July 9, 2007 in Book 20862, Page 43.

22. Since their completion, Buildings A and B, along with the Building A and Building B retail and the Condominium Unit owners, began using the ROW and have continued to use the ROW to this day.

23. The Declaration further provided that the owners of Lots 1 and 16 were responsible for the upkeep and maintenance of the ROW at their sole cost and expense. The Defendants do not contribute to the maintenance, repair or upkeep of the ROW.

24. The Epstein's Redevelopment Project has served to revitalize the central business district of Morristown, adding numerous businesses, residents, parking facilities, and other

improvements. It has also helped to stabilize the tax base of Morristown.

25. The Defendants took title to Lots 3 and 4 on notice of the Project and of the Declaration.

26. The Defendants took title to Lots 3 and 4 on notice of the ROW and its numerous users.

27. Prior to the Defendants obtaining title to Lots 3 and 4, those Lots contained storage space for the Woolworth's Department Store and thereafter a Foot Locker which on only rare occasions had more than a few dozen employees and patrons at any one time.

28. Together, the Iron Bar and Revolution have a maximum capacity of 1,160 patrons.

29. In the last several years, the Iron Bar has rapidly expanded, greatly increasing its size and capacity. As a result of such expansion, the Iron Bar generates significantly more trash, waste, debris, and recycling than it did prior to its expansion. As a result of such expansion, the Iron Bar requires more frequent deliveries and other services requiring vehicular access to the ROW than it did prior to its expansion.

30. The Iron Bar constitutes an enormous increase in the volume of business conducted on Lots 3 and 4 over all prior businesses located on those Lots, and greatly exceeds the volume

of business conducted on those lots at the time the 1884 and 1885 easements were granted.

31. The Defendants' principal, James Cavanaugh, along with others, routinely park vehicles upon the ROW for hours at a time. This serves to unreasonably impede the use of the ROW by other users.

32. Defendants often permit the parking of delivery and service vehicles for time periods long in excess of the fifteen (15) minute threshold afforded under the Rules. It is not uncommon for Defendants' delivery and service vehicles to also park in such a location as to impede other users from accessing the ROW altogether.

33. Defendants have further exceeded their rights to utilize the ROW by permitting the unauthorized placement and installation of dumpsters and bollards upon the ROW. Neither the Authority, nor Epsteins C, granted permission to place or install these items. Further, upon information and belief, neither the Town nor the Planning Board have issued approvals for the placement of these dumpsters or bollards.

34. The dumpsters are routinely left in unmaintained and deplorable conditions in violation of Town Ordinance 19-3 concerning the upkeep of garbage containers. Defendants' dumpsters are often kept in disrepair, are not leak-proof, do not always contain covers that clasp shut, and cause unsanitary

conditions. The Authority has further received complaints of rats being present upon the ROW, presumably due to the Defendants' poor maintenance of their dumpsters.

35. The Defendants' dumpsters and bollards interfere with the use of the ROW for ingress and egress.

36. The bollards caused an unreasonable restriction upon other users of the ROW by unnecessarily narrowing the already narrow width of the ROW.

37. All of these transgressions caused by the Defendants have served to unreasonably impede the legal use of the ROW by other entities entitled to use the ROW.

38. As one of the owners of the ROW, the Authority is interested in preventing an overburdening of the ROW by any of its users.

39. The Defendants have caused an unreasonable overburden on the ROW. The Defendants have been unreasonable in their use of the ROW.

40. On December 5, 2000, pursuant to Town Ordinance 0-1-97 and N.J.S.A. 40:11A-1 and 6, the Authority adopted Rules and Regulations concerning the use of its facilities and properties (as same has been amended, the "**Rules**").

41. On January 5, 2010, the Authority sought to eliminate friction between the users of the ROW by amending its Rules to include reasonable regulations governing the use of the ROW.

42. The Authority, in its role as the servient landowner, promulgated the Rules solely to afford all parties requiring access to the ROW with fair and equal treatment and to attempt to keep the peace among same.

43. The Defendants have repeatedly violated both the Rules and municipal ordinances. Rather than use the ROW in a courteous and reasonable manner, Defendants have seemingly gone out of their way to cause animosity among the ROW users.

44. Defendants have intentionally, and with malice aforethought, interfered with the rights of others to use the ROW for ingress and egress.

FIRST COUNT

(Interference with Easement on Real Property)

45. Defendant/counterclaimants repeat and reiterate the allegations contained in paragraphs 1 through 42 as if set forth herein at length.

46. The Authority has easement rights for ingress and egress over some or the entire ROW.

47. Defendants are interfering with the Authority's easement rights in the ROW.

48. As a result of Defendants' acts and omissions, the Authority has suffered damages.

WHEREFORE, Defendant/counterclaimant, Parking Authority of the Town of Morristown, demands judgment, jointly and

severally, against 5-7 South Street Holdings, LLC, 9 South Street Holdings, LLC, Elfloradel Realty Company, L.L.C., as follows:

A. for an Order extinguishing any and all easement rights of Defendants in the ROW;

B. for an Order directing that Defendants vacate the ROW, remove their personal property and structures from the ROW, powerwash the surface of the ROW, and leave the ROW in broom-clean condition;

C. for an Order permanently restraining and enjoining the Defendants from utilizing the ROW for any purpose, including but not limited to, for deliveries and loading and unloading;

D. for an Order permanently restraining and enjoining Defendants from placing any personal possessions and structures in the ROW, including without limitation, cars, vehicles, bollards, dumpsters, construction dumpsters, pallets, liquids, trash, recycling and other items;

E. for an Order directing that Defendants compensate the Authority for any loss in value resulting from Defendants' interference in the ROW;

F. compensatory damages;

G. consequential damages;

H. punitive damages;

- I. special damages;
- J. incidental damages;
- K. mesne profits;
- L. interest;
- M. nominal damages vindicating the Authority's legal right to possession;
- N. attorneys' fees and costs; and
- O. such other relief as the Court deems just and proper.

SECOND COUNT

(Easement Owner Damaging Servient Estate)

49. Defendant/counterclaimants repeat and reiterate the allegations contained in paragraphs 1 through 46 as if set forth herein at length.

50. The Authority owns some or the entire ROW.

51. The Defendants' use of the ROW has caused material damages to the Authority.

52. As a result of Defendants' acts and omissions, the Authority has suffered damages.

WHEREFORE, Defendant/counterclaimant, Parking Authority of the Town of Morristown, demands judgment, jointly and severally, against 5-7 South Street Holdings, LLC, 9 South Street Holdings, LLC, Elfloradel Realty Company, L.L.C., as follows:

A. for an Order extinguishing any and all easement rights of Defendants in the ROW;

B. for an Order directing that Defendants vacate the ROW, remove their personal property and structures from the ROW, powerwash the surface of the ROW, and leave the ROW in broom-clean condition;

C. for an Order permanently restraining and enjoining the Defendants from utilizing the ROW for any purpose, including but not limited to, for deliveries and loading and unloading;

D. for an Order permanently restraining and enjoining Defendants from placing any personal possessions and structures in the ROW, including without limitation, cars, vehicles, bollards, dumpsters, construction dumpsters, pallets, liquids, trash, recycling and other items;

E. for an Order directing that Defendants compensate the Authority for any loss in value resulting from Defendants' interference in the ROW;

F. compensatory damages;

G. consequential damages;

H. punitive damages;

I. special damages;

J. incidental damages;

K. mesne profits;

L. interest;

M. nominal damages vindicating the Authority's legal right to possession;

N. attorneys' fees and costs; and

O. such other relief as the Court deems just and proper.

THIRD COUNT

(Use of Land Interfering with Others - Nuisance)

53. Defendant/counterclaimants repeat and reiterate the allegations contained in paragraphs 1 through 50 as if set forth herein at length.

54. The Defendants, upon information and belief, own Block 6004, Lots 3 and 4 in the Town of Morristown.

55. The Authority owns some or the entire ROW.

56. The Defendants use of Lots 3 and 4 has negligently and/or unreasonably interfered with the use and enjoyment of the ROW.

57. The Defendants' use of the ROW has interfered with the rights of the Authority, Epsteins C, the public and others, and has created an unreasonably risk of harm to those outside of Lots 3 and 4.

58. The Conduct of Defendants gives rise to a continual invasion of adjoining property, including without limitation the ROW, Lot 8, Lot 9, and elsewhere, by reason of airborne dust,

fumes, trash, liquid, debris, other personal property and structures, constituting a nuisance per se.

59. Defendants' conduct has limited the rights of Epsteins C, the MPA, others, and the public, to use the ROW.

60. Defendants' conduct has from time to time overtly prevented the Authority, Epsteins C, adjacent property owners, and others lawfully entitled to use the ROW, from using the ROW.

61. As a result of Defendants' acts and omissions, the Authority has suffered damages.

WHEREFORE, Defendant/counterclaimant, Parking Authority of the Town of Morristown, demands judgment, jointly and severally, against 5-7 South Street Holdings, LLC, 9 South Street Holdings, LLC, Elfloradel Realty Company, L.L.C., as follows:

A. for an Order extinguishing any and all easement rights of Defendants in the ROW;

B. for an Order directing that Defendants vacate the ROW, remove their personal property and structures from the ROW, powerwash the surface of the ROW, and leave the ROW in broom-clean condition;

C. for an Order permanently restraining and enjoining the Defendants from utilizing the ROW for any purpose, including but not limited to, for deliveries and loading and unloading;

D. for an Order permanently restraining and enjoining Defendants from placing any personal possessions and structures in the ROW, including without limitation, cars, vehicles, bollards, dumpsters, construction dumpsters, pallets, liquids, trash, recycling and other items;

E. for an Order directing that Defendants compensate the Authority for any loss in value resulting from Defendants' interference in the ROW;

F. compensatory damages;

G. consequential damages;

H. punitive damages;

I. special damages;

J. incidental damages;

K. mesne profits;

L. interest;

M. nominal damages vindicating the Authority's legal right to possession;

N. attorneys' fees and costs; and

O. such other relief as the Court deems just and proper.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Steven G. Mlenak, Esq. is hereby designated as trial counsel on behalf of the Parking Authority of the Town of Morristown, in the within matter.

DEMAND FOR STATEMENT OF DAMAGES

The Parking Authority of the Town of Morristown hereby demands that 5-7 South Street Holdings, LLC and 9 South Street Holdings, LLC furnish a statement of the amount of damages claimed within five (5) days of service of this pleading upon Plaintiffs' attorneys pursuant to R. 4:5-2.

DEMAND FOR DOCUMENTS REFERRED TO IN PLEADINGS

The Parking Authority of the Town of Morristown demands true copies of all documents or papers referred to in the Verified Complaint within five (5) days of the service of this Answer, in accordance with R. 4:18-2.

CERTIFICATION UNDER R. 4:6-1

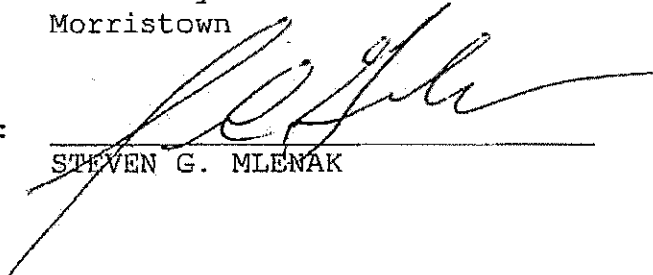
The undersigned certify that the filing of this responsive pleading is being filed and served within the time period allowed by R. 4:6-1.

JURY DEMAND

Defendants hereby demand a trial by jury as to all issues so triable.

GREENBAUM, ROWE, SMITH & DAVIS LLP
Attorneys for Defendant, Parking
Authority of the Town of
Morristown

By:


STEVEN G. MLENAK

Dated: December 6, 2016

CERTIFICATIONS PURSUANT TO R. 4:5-1

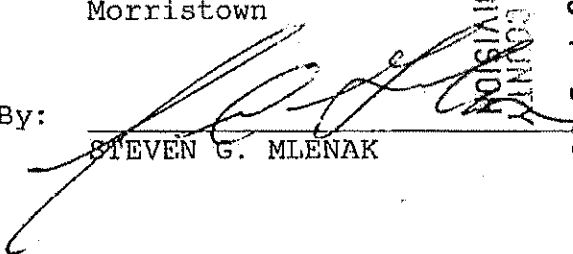
I hereby certify, pursuant to R. 4:5-1, that the matter in controversy is not, to the best of my knowledge, information and belief the subject of any other action pending in any court or pending arbitration proceeding. I further certify that no other court action or arbitration is contemplated by defendant-counterclaimant herein and that no other person, party or claim should be joined as a party to the third-party complaint at this time. Defendant contends, however, that there are a litany of indispensable parties that should be joined to this action as explained in Defendant's Motion to Dismiss the Verified Complaint for Failure to Join Indispensable Parties returnable December 2, 2016.

CERTIFICATIONS PURSUANT TO R. 1:38-7(b)

I further 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).

GREENBAUM, ROWE, SMITH & DAVIS
Attorneys for Defendant Parking
Authority of the Town of
Morristown

By:


STEVEN G. MLENAK

Dated: December 6, 2016

EXHIBIT H

Greenbaum Rowe
Smith & Davis LLP

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SMLENAK@GREENBAUMLAW.COM

December 14, 2016

VIA E-MAIL

Joshua S. Bauchner, Esq.
Ansell Grimm & Aaron, P.C.
365 Rifle Camp Road
Woodland Park, New Jersey 07424

Re: *5-7 South Street Holdings, LLC and 9 South Street Holdings, LLC v. Parking Authority of the Township of Morristown and Epsteins C Lofts, LLC*
Docket No. MRS-L-2347-16

Dear Mr. Bauchner:

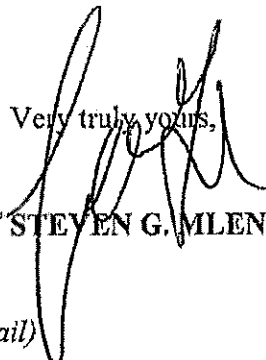
As you know, we represent the Parking Authority of the Town of Morristown ("Authority"). It has come to our attention that your client has placed a large construction dumpster upon the DeHart Street Right of Way ("ROW") without permission from the Authority or the other easement-holders to the ROW. This is unacceptable and constitutes a complete obstruction to the rights of the Authority as the servient tenement holder and the rights of other easement holders to the ROW, some of whom have lodged complaints to the Authority regarding the dumpster. The easement grants that your clients allege relate to the ROW do not permit such an egregious burden. Further, the Morristown Fire Department has indicated that the blocking of the ROW blocks the second means of egress out of South Street properties and hinders Fire Department operations during emergencies.

Accordingly, it is hereby demanded that the dumpster be immediately removed from the ROW. Your client would be well advised to obtain a permit from the Town of Morristown to place the dumpster along South Street. If the dumpster is not removed by Friday morning, or if any dumpster or other obstruction is placed in the ROW in the future, the Authority will have no choice but to take reasonable steps to have the dumpster or other obstruction removed. Should this occur, the Authority will seek reimbursement from your client for all costs incurred.

Greenbaum Rowe
Smith & Davis LLP

Please be guided accordingly.

Very truly yours,


STEVEN G. MLENAK

cc: Anthony D'Artiglio (*via email*)
C. John DeSimone, III, Esq. (*via email*)
Michael Fabrizio (*via email*)
J. David Ramsey, Esq. (*via email*)
Martin Cabalar, Esq. (*via email*)

JS 44 (Rev. 08/18)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

(a) PLAINTIFFS Iron Bar, LLC d/b/a Iron Bar, The Revolution Social Brew House, and Gran Cantina; 5-7 South Street Holdings, LLC; 9 South Street Holdings, LLC	DEFENDANTS Timothy Dougherty, in his individual and official capacity, Stefan Arrington, in his individual and official capacity, Town of Morristown,
(b) County of Residence of First Listed Plaintiff Morris <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	County of Residence of First Listed Defendant Morris <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
(c) Attorneys (Firm Name, Address and Telephone Number) Ryder T. Ulton, Esq., Thomas N. Giamarello, Esq.; Schenck, Price, Smith & King LLP, 220 Park Ave., Florham Park, NJ 07068; (973) 539-1000	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT ☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	FORFEITURE/PENALTY ☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other	BANKRUPTCY ☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157	OTHER STATUTES ☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☒ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement	LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act	PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark	SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g))
			IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 42 USC 1983; 18 USC 1962(c), 18 USC 1962 (d)

Brief description of cause:

Defendants have arbitrarily and capriciously violated plaintiffs' fundamental rights.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

Injunction and damages

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

4/1/19

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE