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THIS DEED OF TRUST made this 14th day of August 1953,

BETWEEN NORTH JERSEY HEAVY HOLDINGS, INC, a corporation of the State of New Jersey, having its principal office at 30 Park Place, Newton, New Jersey, hereinafter called SETTLOR;

AND WILLIS H. SHERRILL, HERBERT P. OULSHAN and JOHN R. KICK, as Trustees of the Brookwood Estates Water System, hereinafter called TRUSTEES;

WITNESSETH, THAT in order to perpetuate the existing water system in the Brookwood Estates Development, and any additions thereto, now located or to be constructed within the Township of Byram, in the County of Sussex and State of New Jersey, and at the request of the Brookwood Estates Property Owners Association, hereinafter referred to as ASSOCIATION, and for the benefit of ASSOCIATION members in good standing who have contributed to the cost of said system based on front foot water main reimbursement fee as set forth in standard application for membership, and in order to attempt to provide, in the future, to the SETTLOR and other ASSOCIATION members and their heirs, personal representatives, successors or assigns, an adequate supply of potable water, readily available at reasonable rates;

NOW, THEREFORE, SETTLOR for and in consideration of One Dollar (\$1.00) lawful money of the United States of America to it in hand well and truly paid by said TRUSTEES, the receipt whereof is hereby acknowledged, and of other good and valuable consideration, has granted, bargained, sold, aliened, released, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said TRUSTEES, and to their successors and assigns forever, all those certain tracts or parcels of

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land lying and being in the Township of Byram, in the County of Sussex and State of New Jersey as more particularly described in Schedule A annexed hereto.

Together with all existing water mains within said Brookwood Estates Development, and any and all additions thereto which may be hereafter constructed and form an integral part of said water system, including all valves, hydrants and fixtures.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages with the appurtenances to the same belonging or in anywise appertaining.

ALSO, all the estate, right, title, interest, property claim and demand whatsoever, of the said SETTLOR, of, in and to the same, and of, in and to every part and parcel thereof.

TO HAVE AND TO HOLD all and singular the above described lands and premises with the appurtenances unto the TRUSTEES, their successors and assigns, forever, upon the trusts, nevertheless, and to and for the uses, interests and purposes hereinafter limited, described and declared, that is to say:

1. The premises herein conveyed shall be used for the sole purpose of a water system (including volts, pumps, pump houses, tanks, electric motors, mains, pipes, meters, fixtures, and appliances) within the said Brookwood Estates Development for the benefit of SETTLOR and all other lot owners and their heirs, personal representatives, successors or assigns.

2. ASSOCIATION shall reimburse SETTLOR for its full and total cost for all work, labor, material and other charges of whatever nature in the cost of construction, installation and maintenance of said water supply system, with interest at

6%, it being the intention that ASSOCIATION and individual lot owners in the development shall benefit from the installation of said water system and the advancement of funds to do so by SETTLOR. It being agreed that SETTLOR is to have full reimbursement for the funds so advanced, with interest at 6%, and to that end ASSOCIATION has assigned all moneys now due or to grow due from lot owners for water contributions, based on front foot water main reimbursement fee against owners of lots purchased from SETTLOR. Interest on individual purchaser's water main reimbursement fees shall be paid to SETTLOR and retained by it and not credited against the cost of the water system. Contributions for use of water shall be paid to said TRUSTEES. It being understood that TRUSTEES may delegate authority for the actual collection of water contributions or charges to SETTLOR who shall render statements to said TRUSTEES for the funds so collected. TRUSTEES shall annually pay over unto SETTLOR all the funds collected for water contributions or such lesser amount as may be acceptable to SETTLOR, which shall be credited against the total cost of said water system.

3. SETTLOR shall use its best efforts to construct the water system, in accordance with its sole judgment, in order to obtain an economical, yet sufficient, water supply for the development. SETTLOR's judgment as to manner of construction, materials used, persons employed and prices paid, including insurance and reasonable charges for overhead, shall be within its sole discretion and in consideration of SETTLOR'S undertaking said installation and the advancement of its funds to provide said system, TRUSTEES and ASSOCIATION do hereby agree to accept the judgment of SETTLOR in such matters. SETTLOR may extend said water system within the development, and title to such extensions shall pass to TRUSTEES and

SETTLOR shall be reimbursed for the cost in accordance with the terms of this agreement. Nothing herein contained shall make it obligatory for SETTLOR to extend or maintain said water system.

4. SETTLOR from time to time shall submit statements of its expenses incurred in the installation, construction and maintenance of said water system to TRUSTEES which shall be conclusive evidence of the cost of said system and the amount to be reimbursed to it. SETTLOR shall render statements to TRUSTEES for all funds received in the form of water main reimbursement fees and water contributions from individual lot owners and consumers which funds shall be credited against said costs.

5. TRUSTEES shall operate, maintain and keep said system in repair without interference from ASSOCIATION until SETTLOR has been reimbursed for its cost with interest. Bills or charges for operation, maintenance, repairs and other expenses after approval by TRUSTEES shall be presented to ASSOCIATION for payment from ASSOCIATION'S general treasury. If said bills or charges remain unpaid for more than thirty days after presentation to ASSOCIATION, TRUSTEES may at their option close down the pumps and system after thirty days notice to consumers or pay said bills or charges and incur indebtedness, pledging by way of mortgage or otherwise, the assets conveyed hereto.

6. As far as ASSOCIATION funds available to them will allow, the TRUSTEES shall properly manage and maintain said water system, comply with the requirements of the State Board of Health, the State Water Policy Commission, and all other Governmental agencies which now have or may hereafter acquire jurisdiction thereof, and render service to the lot owners

of their heirs, personal representatives, successors or assigns, subject to such reasonable regulations as the TRUSTEES may provide.

7. The TRUSTEES shall make such charges for water furnished as shall be reasonably necessary to carry out the purposes of this Trust on a sound financial basis, and to provide sufficient funds to fully reimburse SETTLOR for its cost with interest by January 1, 1970. ASSOCIATION shall pay to SETTLOR any sums remaining due for said cost and interest on January 1, 1970.

8. Under no circumstances shall any of such charges constitute income, but shall be held in trust until disbursements of the funds for the purposes herein specified are actually made. In the event a condition arises whereby any of the funds so received will never be disbursed, then such amounts shall be refunded to the ASSOCIATION by TRUSTEES.

9. The premises herein conveyed shall be kept free from debt as they now are, except as set forth in paragraph 5. 10. The TRUSTEES may employ and pay such agents as they may deem necessary to carry out the provisions of this Trust, and shall be reimbursed for all necessary expenses incurred in the administration thereof.

11. The duration of this Trust shall continue until such time as SETTLOR has received its full reimbursement for moneys advanced, as hereinbefore mentioned, and thereupon said Trustee shall execute and deliver a Bargain and Sale Deed to the Brookwood Estates Property Owners Association for the lands and appurtenances hereby conveyed unto said TRUSTEES. If, for any reason, this Trust shall fail, the premises herein conveyed shall not revert to SETTLOR, but shall be sold by said TRUSTEES at public sale to the highest bidder and the funds realized

shall be used to reimburse SETTLOR for its costs with interest and any surplus shall be paid over to said ASSOCIATION.

12. The TRUSTEES and their successors are, if they claim it, to be allowed jointly an annual compensation for their services in the administration of this Trust not exceeding ten (10%) per cent of all moneys actually received by them during the preceding calendar years.

13. No bond or bonds shall be required of the TRUSTEES or their successors.

14. In the event of the death, incapacity, or resignation of any one or more of the TRUSTEES, the remaining surviving TRUSTEES or TRUSTEE shall have the right and it shall be their or his duty to select a successor or successors to fill such vacancy or vacancies as the same may occur, and such successor or successors shall be under the same obligations and have the same right to fill any further vacancies which may occur in the same manner as here conferred upon the TRUSTEES herein named. TRUSTEES may be removed by SETTLOR upon thirty (30) days written notice to said TRUSTEES. If all the TRUSTEES or their successors shall die, become incapacitated or resign without appointing any successor or successors as hereinbefore provided, the lot owner, or their heirs, personal representatives, successors or assigns shall have the power and authority to nominate and elect new TRUSTEES hereunder with each lot owner having one vote.

IN WITNESS WHEREOF, the said SETTLOR has caused these presents to be signed by its President and its corporate seal to be hereto affixed and attested by its Secretary the day and year first above written.

NORTH TRUST HEALTH HOLDINGS, INC.

By *David W. Casperson*, President

Elizabeth J. ...
Elizabeth J. ...
Elizabeth J. ...

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STATE OF NEW JERSEY ss ss 69.1
COUNTY OF SUSSEX ss

BE IT REMEMBERED, That on this 14th day of August, Nineteen hundred and fifty-three, before me the undersigned, an Attorney at Law of New Jersey personally appeared ELIZABETH JUDDE, known to me to be the duly sworn and true owner of the premises herein named in the foregoing instrument; that she well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by OLAVS W. GASPARESEN, who was at the time the President of said corporation; at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, said instrument as an attesting witness to the execution thereof.

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

William V. Archer, Jr.
William V. Archer, Jr. Esq. Attorney
at Law of New Jersey

Elizabeth Judde
Elizabeth Judde

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In consideration of one dollar (\$1.00) and the benefits to be derived by the ASSOCIATION and the individual members thereof through the installation of a water system, it is hereby agreed that the foregoing Deed of Trust is accepted and approved.

ATTEST:

John R. Knox
John R. Knox, Secretary

BY *Herbert F. Utzler*
Herbert F. Utzler, President

BROOKWOOD ESTATES PROPERTY OWNERS ASSOCIATION

James B. Lamb
JAMES B. LAMB, CLERK
SUSSEX COUNTY CLERK'S
OFFICE - NEWTON, N. J.

1962 JUL 10 10 36

RECD & RECORDED

SCHEDULE A

All those tracts situate in the Township of Byram, County of Sussex and State of New Jersey.

FIRST TRACT: Beginning at an iron pin in the northerly side line of Brookwood Road which said iron pin is 400 feet distant on a course North 82 degrees 15 minutes West from the intersection of Brookwood Road and Stony Brook Road, thence (1) North 82 degrees 15 minutes West 98.7 feet to a point, thence (2) North 06 degrees 45 minutes East 84 feet to a point, thence (3) South 82 degrees 15 minutes East 98.7 feet to an iron pin, thence (4) South 06 degrees 45 minutes West 84 feet to the point and place of beginning. Being the lot on which there is located a well and well house.

SECOND TRACT: Beginning at a railroad spike set in the outside line of the whole tract of which this is a part and in the northeast corner of lot 206 in Block 15 as shown on map entitled, "Brookwood Estates" and filed in the Sussex County Clerk's Office, thence (1) South 36 degrees 11 minutes East 159.2 feet to a railroad spike, thence (2) North 82 degrees 15 minutes West 9 feet to a point, thence (3) North 07 degrees 47 minutes East 92.09 feet to a point in a cut-de-sac at the easterly end of Mountain Avenue, thence (4) along said cut-de-sac which has a radius of 25 feet, an arc distance 68.25 feet to a point at the northerly side of said cut-de-sac, thence (5) South 82 degrees 15 minutes East 94.61 feet to the point and place of beginning. Being a portion of lot 206 in Block 15 as shown on map entitled, "Brookwood Estates" and on which there is located a water tank.

This Indenture,

Made the 29th day of May, in the year of our Lord One Thousand Nine Hundred and Sixty-two between WILLIS H. SHERRILL, HERBERT P. CUTLER, JOHN H. KNOX, as Trustees of Brookwood Estates Water System and EASTERN STATES REALTY CORPORATION, a corporation of the State of New Jersey, having its principal office at 30 Park Place, Newcom, Sussex County, New Jersey,

of the first part, and BROOKWOOD ESTATES PROPERTY OWNERS' ASSOCIATION, a non-profit corporation of the State of New Jersey, Stanhope, New Jersey of the second part;

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE (\$1.00) DOLLAR lawful money of the United States of America,

to them in hand set and truly paid by the said party of the second part, at or before the making and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being thereunto fully advised, contented and able, have given, granted, sold, aliened, released, conveyed and confirmed, and by their presents do give, grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to its successors and assigns, forever, All those certain lots, tracts, lying and being in the Township of Byram and State of New Jersey,

FIRST TRACT: Beginning at an iron pin in the northerly side line of Brookwood Road which said iron pin is 400 feet distant on a course North 82 degrees 15 minutes West from the intersection of Brookwood Road and Stony Brook Road, thence (1) North 82 degrees 15 minutes West 98.7 feet to a point, thence (2) North 06 degrees 45 minutes East 84 feet to a point, thence (3) South 82 degrees 15 minutes East 98.7 feet to an iron pin, thence (4) South 06 degrees 45 minutes West 84 feet to the point and place of beginning. Being the lot on which there is located a well and well house.

SECOND TRACT: Beginning at a railroad spike set in the outside line of the whole tract of which this is a part and in the northeast corner of lot 206 in Block 15 as shown on map entitled, "Brookwood Estates" and filed in the Sussex County Clerk's Office, thence (1) South 36 degrees 11 minutes East 159.2 feet to a railroad spike, thence (2)

North 82 degrees 15 minutes West 9 feet to a point, thence (3) North 07 degrees 47 minutes East 92.09 feet to a point in a cul-de-sac at the easterly end of Mountain Avenue, thence (4) along said cul-de-sac which has a radius of 25 feet, an arc distance 68.25 feet to a point at the northerly side of said cul-de-sac, thence (5) South 82 degrees 15 minutes East 94.81 feet to the point and place of beginning. Being a portion of lot 206 in Block 15 as shown on map entitled, "Brookwood Estates" and on which there is located a water tank.

THIRD TRACT: Together with all existing water mains within the Brookwood Estates Development including all valves, hydrants and fixtures.

The premises herein conveyed shall be used for the sole purpose of a water system (including wells, pumps, pump houses, tanks, electric motors, mains, pipes, meters, fixtures, and appliances) within the said Brookwood Estates Development for the benefit of Eastern States Realty Corporation and all other lot owners, and their heirs, personal representatives, successors or assigns.

Being the same lands, premises and appurtenances as conveyed by North Jersey Realty Holdings, Inc. to Willis H. Sherrard, Herbert P. Cutler and John R. Knox as Trustees of the Brookwood Estates Water System by deed of trust, dated August 4, 1953. Said North Jersey Realty Holdings, Inc. subsequent to the execution of said deed of trust changed its name to Eastern States Realty Corporation and joins herein for the purpose of relinquishing and waiving its rights under said deed of trust with respect to the collection of the original cost of said water system.

Together with all and singular the houses, buildings, trees, crops, water, profits, privileges and appurtenances to the same belonging or in anywise appertaining to the said Grantor, all the wells, flow, hills, fences, property, claims and demands whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof, \$50 have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever!

1952 JUL 12 PM 10:38
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MUNICIPAL CLERK

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In Witness Whereof, the said party of the first part have hereunto set their hand and seal, the day and year above written, and the said party of the second part do hereby certify that they are the Vice President and Secretary, signed, sealed and delivered by its Secretary, in the presence of

WILLIS H. SHERRARD
HERBERT P. CUTLER
JOHN R. KNOX
Trustees
E. S. BRIGGAM, Vice President
Secretary

State of New Jersey
County of SUSSEX
29th day of May
1952
I, Notary Public of the State of New Jersey, personally appeared WILLIS H. SHERRARD, HERBERT P. CUTLER and JOHN R. KNOX, as Trustees of Brookwood Estates Water System, who I am satisfied are the greater part of the whole, and who acknowledge that they know the contents hereof, and that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

WALTER COLANNE, Notary Public of the State of New Jersey.

Deed

WILLIS H. SHERRED, HERBERT P. CUTLER, JOHN R. KNOX, as Trustees of Brookwood Estates Water System and EASTERN STATES REALTY CORPORATION

BROOKWOOD ESTATES PROPERTY OWNERS' ASSOCIATION,

Date, May 29, 1962

Recorded in the Clerk's Office of the County of Sussex, N.J. on the 12th day of July A.D. 1962 at 10:38 which is the for-noon and Recorded in Book 732 of DEEDS for said County, on page 355

Henry B. Edm
COUNTY CLERK

LAB OFFICES
MORRIS DOWLING & SHERRED
NEWTON, N.J.

*Re: R. Clifton Johnson -
Dover, N.J. 5/25*

5.00



Spoken and subscribed before me at Newton, New Jersey this 29th day of May 1962

Elizabeth Judge
Elizabeth Judge

who was at the date thereof the Vice President of said corporation, in the presence of this agent, and said Vice President, at the same time acknowledged that he signed, sealed and delivered the same as a true, voluntary act and deed, and at the voluntary act and deed of said corporation, by virtue of authority from the Board of Directors, and that deponent, at the same time, subscribed her name to said instrument as an attesting witness to the execution thereof.

C. S. BRIGMAN

Vice President of said corporation, in the presence of this agent, and said Vice President, at the same time acknowledged that he signed, sealed and delivered the same as a true, voluntary act and deed, and at the voluntary act and deed of said corporation, by virtue of authority from the Board of Directors, and that deponent, at the same time, subscribed her name to said instrument as an attesting witness to the execution thereof.

of May 29th 1962, that on this 29th day of May 1962, at the County of Sussex, New Jersey, personally appeared ELIZABETH JUDGE, who being by me duly sworn on her oath, says that she is the Secretary of EASTERN STATES REALTY CORPORATION, the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by

Notary Public
County of SUSSEX

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THE REGISTERED PLANNING DEPARTMENT, 400 NORTH 5TH ST., N. J.

THIS Indenture,

Made this 29th day of May, 1962, between the Eastern States Realty Corporation, a non-profit corporation of the State of New Jersey, and the Brookwood Estates Property Owners' Association, a non-profit corporation of the State of New Jersey.

Witnesseth, that the said party of the first part, for and in consideration of the sum of ONE (\$1.00) DOLLAR

has granted, sold, aliened, released, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to its successors and assigns, forever, all those certain lots or parcels of land and premises hereinafter particularly described, situated, lying and being in the Township of Byram and State of New Jersey.

FIRST TRACT: Being all the roads owned by the grantor and shown on map entitled "Brookwood Estates, Byram Twp., Sussex Co., N. J., Scale 1" = 100', F. W. Salmon, C. E." and filed in the Sussex County Clerk's Office as Registered Map No. 98-A.

SECOND TRACT: Being the lands situate southerly of a brook or stream known as Lubbers Run and northerly of Blocks 1, 4 and 6 as shown on the aforesaid map, and identified as "Reserved for Brookwood Estates Property Owners' Association", excepting therefrom so much of the same as is known as the Forge Lot and is now or formerly owned by Lake Waterloo Corporation by virtue of an instrument recorded in the Sussex County Clerk's Office in Book 489 of Deeds, page 387 &c.

Reserving unto the grantor and its successors and assigns the right and privilege to use the lands hereinafore described in common with the grantees, and its members.

Subject to the rights of the Township of Byram, if any, other

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governmental agencies and the public, in and to the aforesaid premises.

The grantor hereby delegates and transfers to the Brookwood Estates Property Owners' Association the right of inspecting and approving proposed construction and of modifying restrictions as set forth in paragraph number 16 of the restrictions set forth in deed from North Jersey Realty Holdings, Inc. to Henry J. Oliver, dated August 5, 1953, and recorded in the Sussex County Clerk's Office in Book 519 of Deeds, page 454 etc., reference to which is hereby made for a more particular description.

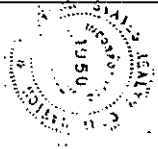
Being part of the lands formerly owned by North Jersey Realty Holdings, Inc., the name of which corporation has been changed to Eastern States Realty Corporation, by Certificate of Change of Name filed with the Secretary of State, December 7, 1953.

1952 JUL 12 PM 10:41
SUSSEX COUNTY CLERK
OFFICE-NEWTON, N. J.
HENRY E. CAMP-CLERK

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Together with all and singular the houses, buildings, tenements, lands, profits, privileges and appurtenances, with the appurtenances to the same belonging or in anywise appertaining; that they, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, pass of, be and be come, part and parcel thereof, to have full and entire, sole and singular the above described land and premises, with the appurtenances, unto the said party of the second part. It is understood and agreed, to the only proper use, benefit and behoof of the said party of the second part, his successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary the day and year first above written.



Elizabeth Judge, Secretary

C. S. Brigham, Vice President

State of New Jersey, }
County of SUSSEX } ss:

On this nineteenth day of July, 1950, before me

Notary Public of the State of New Jersey, personally appeared ELIZABETH JUDGE, who being by me duly sworn on her oath, says that she is the Secretary of EASTERN STATES REALTY CORPORATION, the Grantor named in the foregoing instrument; that she well knows the corporate seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by

C. S. BRIGHAM, Vice President of said corporation, in the presence of this deponent, and said Vice President, at the same time acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed her name to said instrument as an attesting witness to the same.

Sworn and Subscribed before me at Newton, New Jersey this 19th day of July, 1950.

Elizabeth Judge, Secretary

Maria Calante, Notary Public of the State of New Jersey.