

FORM OF EASEMENT FOR ORDINANCE 2010-14
ADOPTED OCTOBER 4, 2010

RECORD & RETURN TO:
PSEG Services Corp.
Corporate Properties Dept.
80 Park Plaza, t6b
Newark, NJ 07102

Prepared by: David K. Richter, Esq.

GRANT OF EASEMENT

THIS INDENTURE, made this 4TH day of October, 2010, between the **TOWNSHIP OF DELANCO**, having an office at the Delanco Municipal Building, 777 Coopertown Road, Delanco, New Jersey 08075, (hereinafter called "Grantor"), and **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey, having its office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee").

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property being shown as an un-numbered lot in Block 1400 at the most southeasterly end of Buttonwood Street, as the same is now shown on the current Tax Map in the Township of Delanco, County of Burlington and State of New Jersey (hereinafter called the "Property"), said un-numbered lot to become known as Lot 3 on future Township Tax Maps; and

WHEREAS, the Property is the same premises conveyed to the Inhabitants of the Township of Beverly in the County of Burlington by deed from George Hartley dated March 29, 1895 and recorded in the Burlington County Clerk's Office on April 1, 1895 in Deed Book 316, Page 418; and

WHEREAS, in 1926 the Township of Delanco was created from a portion of the Township of Beverly wherein the Property is currently located within the boundary of the Township of Delanco;

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing utility service to subscribers in the State of New Jersey; and

WHEREAS, Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the construction, installation and maintenance of a twelve (12) inch gas main (the "Facilities") at the Property, all in accordance with and for the purposes set forth in this Grant of Easement;

WHEREAS, the Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the provision of utility service thereto and for the conduct of its business, all in accordance with and for the purposes set forth in this Grant of Easement, for the mutual benefit of both Grantor and Grantee;

NOW THEREFORE, WITNESSETH: In consideration of these premises and the sum of Two Thousand Two Hundred Fifty Six (\$2,256.00) DOLLARS, paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. Grantor does hereby grant and convey unto Grantee an easement in perpetuity, in, under, through, upon, over and across the hereinbefore described lands of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using the Facilities and any necessary appurtenances, which Grantee may, deem necessary or proper in its sole judgment for the conduct of its business; together with such free and unlimited access to, egress and ingress in, from and over all points of said Easement Area, as is reasonable or necessary for the full use, occupancy and enjoyment of said Easement. Said easement is more particularly shown on a map entitled, "Proposed 12" Gas Relocation Property Layout Delanco Township," drawing number 15836-94-0003 and attached hereto as Exhibit A (the "Easement Area").

2. Grantor does further grant and convey to Grantee the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, maintenance or operation of said facilities within the Easement Area.

3. Grantor shall have the right to use, occupy and enjoy the surface and air space around the easement area for any purpose which does not interfere or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantee. Grantor agrees, however, that no buildings or structures shall be erected over or within the Easement Area.

4. Grantor shall have the right to allow other utilities to use the said Easement Area for any purpose, which does not in any way interfere with the accessibility and safe operation of said facilities of Grantee, and subject to the consent of Grantee. Grantor's right to allow other utilities to use the Easement Area does not include the right to allow other utilities to use the facilities that PSE&G has installed in the easement. Grantor's right to allow other utilities to use the easement area shall in no way limit the rights granted to Grantee in this Easement.

5. Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor; and any damage done to the land or premises of Grantor shall be

promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of Grantee.

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

7. Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any acts or omissions of Grantee or by any employee, licensee, invitee or agent of Grantee or arising out of or relating to the title to the Property, including any claim by a third party against Grantor challenging Grantor's title or ownership interest.

8. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. By the acceptance of this instrument, Grantee agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

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

SIGNATURE PAGE ATTACHED

GRANTOR:
Township of Delanco

By: _____
Print Name: _____
Print Title: _____

Attest:

Print Name: _____
Print Title: _____

GRANTEE:
Public Service Electric and Gas Company;
By: PSEG Service Corporation; Agent

By: _____
Richard A. Franklin
Manager – Corporate Properties

ATTEST:

M. Courtney McCormick
Corporate Secretary and
Associate General Corporate Counsel

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

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared RICHARD A. FRANKLIN, who, I am satisfied, is the Manager – Corporate Properties of PSEG Services Corporation, Agent for PUBLIC SERVICE ELECTRIC AND GAS COMPANY, the corporation named in and which executed the foregoing instrument, and he is the person who signed said instrument as such officer for and on behalf of said corporation, and he acknowledged that said instrument was made by said corporation and sealed with its corporate seal as the voluntary act and deed of said corporation. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$2,256.00.

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

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, who, I am satisfied, is the _____ of the TOWNSHIP OF DELANCO, the corporation named in and which executed the foregoing instrument, and he is the person who signed said instrument as such officer for and on behalf of said corporation, and he acknowledged that said instrument was made by said corporation and sealed with its corporate seal as the voluntary act and deed of said corporation.
