

RIGHT OF WAY GRANT

- BOOK 1143 PAGE 0090

Prepared by:

Clarence W. Bauknight III Esq.

[Handwritten Signature] 25

This Agreement made this _____ day of _____, 19____, by and between Segal & Morel at Union Township, L.L.C. _____ residing in the Township _____ of Bridgewater _____, County of Somerset _____, State of New Jersey _____ ("Grantor") and ELIZABETHTOWN GAS COMPANY, a public utility corporation of the State of New Jersey, with principal offices at One Elizabethtown Plaza, in the Township of Union, County of Union, State of New Jersey ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of a certain tract of land located in the Township of Union _____, County of Hunterdon _____, and State of New Jersey _____, more particularly described as Lot 40 _____, Block 5.01 _____ on the Tax Map of the Township _____ of Union _____; and

WHEREAS, Grantee desires to obtain from Grantor a permanent right-of-way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, improving, inspecting, replacing, or removing from time to time pipelines with valves, services and all other appurtenant facilities, for the transportation of gas, or any liquids, gases, substances or other materials that can be transported by or conducted through pipelines; and

WHEREAS, Grantor desires to convey such right-of-way and easement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for the sum of \$1.00 _____ Dollars, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby gives, grants, and conveys to Grantee, its successors and assigns, with general warrant, a right-of-way and easement in, under, across, over and through a portion of Grantor's property more particularly described in Schedule "A" attached hereto and made a part hereof (the "Easement") together with such other rights as may be necessary, or convenient, for the full enjoyment or use of the rights herein granted including, among others, the right to enter upon and pass along the Easement with equipment, persons and materials at such time as the Grantee may elect, and the right to keep said Easement free from trees, undergrowth, or other obstructions that may endanger or interfere with the construction, operation, maintenance or removal of said pipelines.
2. The Grantor expressly agrees that Grantee may enter upon the lands for the purposes set forth in Paragraph 1 hereof without notice to Grantor.
3. Grantor agrees not to build any structure on the Easement, change the grade thereof or otherwise interfere with Grantee's immediate access to the Easement without the Grantee's prior written approval.
4. Grantor does covenant with Grantee that (a.) Grantor is the owner in fee simple of Grantor's lands subject to the Easement and has good title to convey same; (b.) Grantee shall quietly enjoy the Easement; and (c.) Grantor will warrant and defend the title thereto against all lawful claims.
5. Grantor agrees to have and to hold said Easement unto said Grantee, its successors and assigns, until expressly released by Grantee, its successors and assigns.
6. Grantee, by its acceptance hereof, covenants, and agrees (a.) to reimburse the Grantor for damages caused by the initial construction of the pipelines or for any loss or damage to property which Grantor may suffer as a consequence of the maintenance, repairing, removing, changing the size of, replacing, or the like of the pipelines in the exercise of the rights granted to it; and (b.) to defend and save harmless the Grantor from any claim or suits which may be asserted against the Grantor arising out of any negligent acts of the Grantee, its agents and employees, in the exercise of the rights herein granted.

The agreements and covenants herein made shall be binding upon and the benefits shall inure to the parties hereto, their heirs, administrators, executors, successors and assigns.

It is agreed that this grant covers all the agreements between the parties and no verbal representations or statements have been made modifying, adding to, or changing the terms of this agreement.

SCHEDULE A

August 16, 1995

15' GAS EASEMENT VILLAGE SQUARE

All that certain tract of land lying, situate and being in the Township of Union, County of Hunterdon and the State of New Jersey being more particularly described as follows.

Beginning at a concrete monument in the southerly right of way of Mill Brook Lane at the westerly side of the intersection of Mill Brook Lane with Village Square Drive and running, thence;

1) South sixty-two degrees, three minutes, thirty-seven seconds East ($S.62^{\circ}-03'-37"E.$) a distance of forty and no hundredths feet (40.00'), thence; running in Village Square Drive the following seven courses (7);

2) South twenty-seven degrees, fifty-six minutes, twenty-three seconds West ($S.27^{\circ}-56'-23"W.$) a distance of one hundred seventeen and thirty-seven hundredths feet (117.37'), thence;

3) North sixty-eight degrees, fifty-one minutes, sixteen seconds West ($N.68^{\circ}-51'-16"W.$) a distance of eighty-one and twelve hundredths feet (81.12'), thence;

4) By a curve to the left having a radius of sixty and no hundredths feet (60.00') an arc length of ninety-four and twenty-five hundredths feet (94.25') and whose chord bears, South sixty-six degrees, eight minutes, forty-four seconds West ($S.66^{\circ}-08'-44"W.$) a distance of eighty-four and eighty-five hundredths feet (84.85'), thence;

5) South twenty-one degrees, eight minutes, forty-four seconds West ($S.21^{\circ}-08'-44"W.$) a distance of two hundred and no hundredths feet (200.00'), thence;

6) By a curve to the left having a radius of sixty and no hundredths feet (60.00') an arc length of ninety-four and twenty-five hundredths feet (94.25') and whose chord bears South twenty-three degrees, fifty-one minutes, sixteen seconds East (S.23°-51'-16"E.) a distance of eighty-four and eighty-five hundredths feet (84.85'), thence;

7) South sixty-eight degrees, fifty-one minutes, sixteen seconds East (S.68°-51'-16"E.) a distance of one hundred eighty-seven and no hundredths feet (187.00'), thence;

8) North twenty-one degrees, eight minutes, forty-four seconds East (N.21°-08'-44"E.) a distance of two hundred seven and eighty-four hundredths feet (207.84') to a point in the right of way of Village Square Drive, thence;

9) Along said right of way, South twelve degrees, eight minutes, fifty-four seconds East (S.12°-08'-54"E.) a distance of twenty-seven and thirty-three hundredths feet (27.33') to a concrete monument, thence;

10) Along the same, South twenty-one degrees, eight minutes, forty-four seconds West (S.21°-08'-44"W.) a distance of one hundred fifty and no hundredths feet (150.00') to a concrete monument at the intersection of the easterly right of way of Village Square Drive and the northerly right of way of Blane Court, thence; along the right of way of Blane Court the following six courses;

11) South sixty-eight degrees, fifty-one minutes, sixteen seconds East (S.68°-51'-16"E.) a distance of two hundred eighty-three and no hundredths feet (283.00'), thence;

12) North twenty-one degrees, eight minutes, forty-four seconds East (N.21°-08'-44"E.) a distance of seventy and no hundredths feet (70.00'), thence;

13) South sixty-eight degrees, fifty-one minutes, sixteen seconds East (S.68°-51'-16"E.) a distance of one hundred forty and no hundredths feet (140.00'), thence;

14) South twenty-one degrees, eight minutes, forty-four seconds West (S.21°-08'-44"W.) a distance of one hundred ninety and no hundredths feet (190.00') to a concrete monument, thence;

15) North sixty-eight degrees, fifty-one minutes, sixteen seconds West (N.68°-51'-16"W.) a distance of one hundred forty and no hundredths feet (140.00'), thence;

16) North twenty-one degrees, eight minutes, forty-four seconds East (N.21°-08'-44"E.) a distance of fifteen and no hundredths feet (15.00') to a point in Blane Court, thence; in Blane Court the following eight (8) courses;

17) South sixty-eight degrees, fifty-one minutes, sixteen seconds East (S.68°-51'-16"E.) a distance of one hundred six and no hundredths feet (106.00'), thence;

18) By a curve to the left having a radius of nineteen and no hundredths feet (19.00') an arc length of twenty-nine and eighty-five hundredths feet (29.85') and whose chord bears North sixty-six degrees, eight minutes, forty-four seconds East (N.66°-08'-44"E.) a distance of twenty-six and eighty-seven hundredths feet (26.87'), thence;

19) North twenty-one degrees, eight minutes, forty-four seconds East (N.21°-08'-44"E.) a distance of one hundred twenty-

two and no hundredths feet (122.00'), thence;

20) By a curve to the left having a radius of nineteen and no hundredths feet (19.00') an arc length of twenty-nine and eighty-five hundredths feet (29.85') and whose chord bears North twenty-three degrees, fifty-one minutes, sixteen seconds West (N.23°-51'-16"W.) a distance of twenty-six and eighty-seven hundredths feet (26.87'), thence;

21) North sixty-eight degrees, fifty-one minutes, sixteen seconds West (N.68°-51'-16"W.) a distance of seventy-two and no hundredths feet (72.00'), thence;

22) By a curve to the left having a radius of nineteen and no hundredths feet (19.00') an arc length of twenty-nine and eighty-five hundredths feet (29.85') and whose chord bears South sixty-six degrees, eight minutes, forty-four seconds West (S.66°-08'-44"W.) a distance of twenty-six and eighty-seven hundredths feet (26.87'), thence;

23) South twenty-one degrees, eight minutes, forty-four seconds West (S.21°-08'-44"W.) a distance of fifty-one and no hundredths feet (51.00'), thence;

24) North sixty-eight degrees, fifty-one minutes, sixteen seconds West (N.68°-51'-16"W.) a distance of two hundred ninety-eight and no hundredths feet (298.00'), thence;

25) South twenty-one degrees, eight minutes, forty-four seconds West (S.21°-08'-44"W.) a distance of thirty-five and no hundredths feet (35.00') to the intersection of the southerly right of way of Blane Court and the projected westerly right of way of Village Square Drive, thence;

- 26) In part along the southerly right of way of Village Square Drive, North sixty-eight degrees, fifty-one minutes, sixteen seconds West ($N.68^{\circ}-51'-16''W.$) a distance of one hundred twelve and no hundredths feet (112.00') to a point in Grandin Court, thence; in Grandin Court the following eight (8) courses;
- 27) South twenty-one degrees, eight minutes, forty-four seconds West ($S.21^{\circ}-08'-44''W.$) a distance of two hundred twenty-eight and no hundredths feet (228.00'), thence;
- 28) North sixty-eight degrees, fifty-one minutes, sixteen seconds West ($N.68^{\circ}-51'-16''W.$) a distance of fifty-one and no hundredths feet (51.00'), thence;
- 29) By a curve to the left having a radius of nineteen and no hundredths feet (19.00') an arc length of twenty-nine and eighty-five hundredths feet (29.85') and whose chord bears South sixty-six degrees, eight minutes, forty-four seconds West ($S.66^{\circ}-08'-44''W.$) a distance of twenty-six and eighty-seven hundredths feet (26.87'), thence;
- 30) South twenty-one degrees, eight minutes, forty-four seconds West ($S.21^{\circ}-08'-44''W.$) a distance of seventy-two and no hundredths feet (72.00'), thence;
- 31) By a curve to the left having a radius of nineteen and no hundredths feet (19.00') an arc length of twenty-nine and eighty-five hundredths feet (29.85') and whose chord bears South twenty-three degrees, fifty-one minutes, sixteen seconds East ($S.23^{\circ}-51'-16''E.$) a distance of twenty-six and eighty-seven hundredths feet (26.87'), thence;
- 32) South sixty-eight degrees, fifty-one minutes, sixteen

seconds East (S.68°-51'-16"E.) a distance of one hundred twenty-two and no hundredths feet (122.00'), thence;

33) By a curve to the left having a radius of nineteen and no hundredths feet (19.00') an arc length of twenty-nine and eighty-five hundredths feet (29.85') and whose chord bears North sixty-six degrees, eight minutes, forty-four seconds East (N.66°-08'-44"E.) a distance of twenty-six and eighty-seven hundredths feet (26.87'), thence;

34) North twenty-one degrees, eight minutes, forty-four seconds East (N.21°-08'-44"E.) a distance of one hundred six and no hundredths feet (106.00') to a point in the right of way of Grandin Court, thence; along the right of way of Grandin Court the following six (6) courses;

35) South sixty-eight degrees, fifty-one minutes, sixteen seconds East (S.68°-51'-16"E.) a distance of fifteen and no hundredths feet (15.00'), thence;

36) South twenty-one degrees, eight minutes, forty-four seconds West (S.21°-08'-44"W.) a distance of one hundred forty and no hundredths feet (140.00'), thence;

37) North sixty-eight degrees, fifty-one minutes, sixteen seconds West (N.68°-51'-16"W.) a distance of one hundred ninety and no hundredths feet (190.00') to a concrete monument, thence;

38) North twenty-one degrees, eight minutes, forty-four seconds East (N.21°-08'-44"E.) a distance of one hundred forty and no hundredths feet (140.00'), thence;

39) South sixty-eight degrees, fifty-one minutes, sixteen seconds East (S.68°-51'-16"E.) a distance of seventy and no

hundredths feet (70.00') to a concrete monument, thence;

40) North twenty-one degrees, eight minutes, forty-four seconds East (N.21°-08'-44"E.) a distance of two hundred thirteen and no hundredths feet (213.00') to a concrete monument at the intersection of the westerly right of way of Grandin Court and the southerly right of way of Village Square Drive, thence;

41) Along the right of way of Village Square Drive, North sixty-eight degrees, fifty-one minutes, sixteen seconds West (N.68°-51'-16"W.) a distance of one hundred fifty and no hundredths feet (150.00') to a concrete monument, thence;

42) Along the same, North twenty-one degrees, eight minutes, forty-four seconds East (N.21°-08'-44"E.) a distance of one hundred fifty and no hundredths feet (150.00') to the intersection of the westerly right of way of Village Square Drive and the southerly right of way of Paddock Court, thence; along the right of way of Paddock Court the following six (6) courses;

43) North sixty-eight degrees, fifty-one minutes, sixteen seconds West (N.68°-51'-16"W.) a distance of two hundred eighty-three and no hundredths feet (283.00'), thence;

44) South twenty-one degrees, eight minutes, forty-four seconds West (S.21°-08'-44"W.) a distance of forty-five and no hundredths feet (45.00'), thence;

45) North sixty-eight degrees, fifty-one minutes, sixteen seconds West (N.68°-51'-16"W.) a distance of one hundred forty and no hundredths feet (140.00'), thence;

46) North twenty-one degrees, eight minutes, forty-four seconds East (N.21°-08'-44"E.) a distance of one hundred forty

and no hundredths feet (140.00') to a concrete monument, thence;

47) South sixty-eight degrees, fifty-one minutes, sixteen seconds East (S.68°-51'-16"E.) a distance of one hundred forty and no hundredths feet (140.00'), thence;

48) South twenty-one degrees, eight minutes, forty-four seconds West (S.21°-08'-44"W.) a distance of fifteen and no hundredths feet (15.00') to a point in Paddock Court, thence; in Paddock Court the following eight (8) courses;

49) North sixty-eight degrees, fifty-one minutes, sixteen seconds West (N.68°-51'-16"W.) a distance of one hundred six and no hundredths feet (106.00'), thence;

50) By a curve to the left having a radius of nineteen and no hundredths feet (19.00') an arc length of twenty-nine and eighty-five hundredths feet (29.85') and whose chord bears South sixty-six degrees, eight minutes, forty-four seconds West (S.66°-08'-44"W.) a distance of twenty-six and eighty-seven hundredths feet (26.87'), thence;

51) South twenty-one degrees, eight minutes, forty-four seconds West (S.21°-08'-44"W.) a distance of seventy-two and no hundredths feet (72.00'), thence;

52) By a curve to the left having a radius of nineteen and no hundredths feet (19.00') an arc length of twenty-nine and eighty-five hundredths feet (29.85') and whose chord bears South twenty-three degrees, fifty-one minutes, sixteen seconds East (S.23°-51'-16"E.) a distance of twenty-six and eighty-seven hundredths feet (26.87'), thence;

53) South sixty-eight degrees, fifty-one minutes, sixteen

seconds East (S.68°-51'-16"E.) a distance of seventy-two and no hundredths feet (72.00'), thence;

54) By a curve to the left having a radius of nineteen and no hundredths feet (19.00') an arc length of twenty-nine and eighty-five hundredths feet (29.85') and whose chord bears North sixty-six degrees, eight minutes, forty-four seconds East (N.66°-08'-44"E.) a distance of twenty-six and eighty-seven hundredths feet (26.87'), thence;

55) North twenty-one degrees, eight minutes, forty-four seconds East (N.21°-08'-44"E.) a distance of twenty-six and no hundredths feet (26.00'), thence;

56) South sixty-eight degrees, fifty-one minutes, sixteen seconds East (S.68°-51'-16"E.) a distance of two hundred ninety-eight and no hundredths feet (298.00') to a point in the right of way of Village Square Drive, thence; along the right of way of Village Square Drive the following four (4) courses;

57) North twenty-one degrees, eight minutes, forty-four seconds East (N.21°-08'-44"E.) a distance of one hundred eighty-five and no hundredths feet (185.00') to a concrete monument, thence;

58) South sixty-eight degrees, fifty-one minutes, sixteen seconds East (S.68°-51'-16"E.) a distance of one hundred forty-two and eighty hundredths feet (142.80') to a concrete monument, thence;

59) North twenty-seven degrees, fifty-six minutes, twenty-three seconds East (N.27°-56'-23"E.) a distance of seventy-nine and five hundredths feet (79.05') to a concrete monument, thence;

60) By a curve to the left having a radius of twenty-five and no hundredths feet (25.00') an arc length of thirty-nine and twenty-seven hundredths feet (39.27') and whose chord bears North seventeen degrees, three minutes, thirty-seven seconds West (N.17°-03'-37"W.) a distance of thirty-five and thirty-six hundredths feet (35.36') to the point and place of beginning.

As shown on plan entitled "Gas Easement Plan for Elizabethtown Gas Company, Union Township, Hunterdon County, New Jersey", sheet 1 of 1, prepared by Cherry, Weber & Associates, P.C., dated August 1995.

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IN WITNESS WHEREOF, the Grantor has set its hand and seals or caused its proper company officers to sign and seal this Right-of-Way Grant on this

18th day of September, 1995

Attested by:

Karen Segal
KAREN SEGAL

RECORDED

By:

Kenneth R. Segal
Manager

FEB 27 10 50 AM '96

Segal & Morel at
Union Township, L.L.C.

HUNTERDON COUNTY
DORTHY K. TIRPOK
CLERK

State of New Jersey)

) ss:

County of Somerset)

BE IT REMEMBERED, that on this ^{18th} day of September, 1995, before me, a Notary Public of New Jersey, personally appeared Karen Segal of full age, and to me well known, who being duly sworn according to law, on his oath said that she saw the within-named Manager of the Grantor, Kenneth R. Segal, sign, seal and deliver the within instrument as same as subscribing witness; and the Manager of the Grantor stated that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(C), is \$ 1.00.
- one dollar -

Sworn and subscribed to before me the day and year aforesaid.

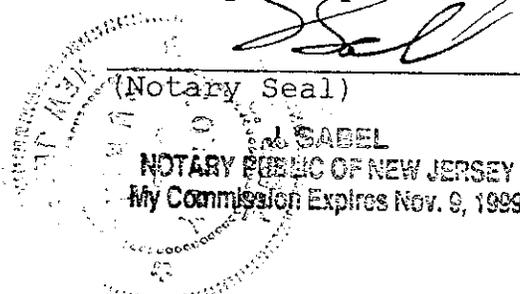
[Signature]

(Notary Seal)

Karen Segal

(Signature of Witness)

KAREN SEGAL



END OF DOCUMENT