

This Indenture,

Between Kingston Water Company, a New Jersey Corporation with address of
P.O. Box 191 Princeton, NJ 08540

of the Township of Plainsboro, County of
Middlesex, and State of New Jersey
And Elizabethtown Water Company, party of the first part,

a corporation of the State of New Jersey, with principal offices at No. 1 Elizabethtown Plaza,
in the City of Elizabeth, County of
Union and State of New Jersey, party of the second part.

Witnesseth:

That the party of the first part, in consideration of the sum of (\$1.00) one dollar
lawful money of the United States of America, does grant and convey unto the party of the second
part, its successors and assigns, a perpetual right of way and easement for the construction, laying,
operation, maintenance of water mains, conduits and appurtenances through
that certain tract of land described as being in the Township of Plainsboro
County of Middlesex and State of New Jersey:

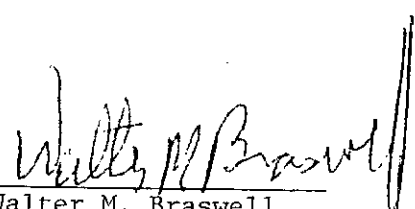
Describing a (20) twenty feet wide water line easement on lands of Kingston
Water Company in Plainsboro Township, Middlesex county, State of New Jersey and shown
on the Tax Map as Sheet 2, Lot 5, Block 4.

Further described on sheet 2 which is attached, and also as shown on a
drawing, Sheet No. 7, entitled, "Plat Showing Water Line Easement on
lands of Kingston Water Company, Plainsboro, Township, December 16,
1983, and prepared by Nassau Surveying Company, Inc., Land Surveyors.

Party of the Second Part further agrees to indemnify, hold harmless and de-
fend Party of the First Part from and against any and all liability for loss, damage
or expense which Party of the First Part may suffer or for which party of the First
Part may be held liable by reason of injury (including death) to any person or damage
to any property arising out of or in any manner connected with the operation, construct-
ion, installation, maintenance, repairs and replacement of said mains installed herein.

The rights of way and easements granted hereby are subject to
encumbrances of record, if any, and rights of others in any brook,
stream, drain, ditch, road, or lane bounding or crossing the
premises in question, or in any underground pipe, conduit or other
utility not appearing of record.

PREPARED BY:


Walter M. Braswell
Attorney at Law
State of New Jersey

Sheet 2

Twenty (20) feet wide water line easement, the center-line of which is more particularly described as follows:

BEGINNING at a point in the division line between lands of Wm. Flemer's Sons, Inc. on the west and lands of Kingston Water Company on the east, said beginning point bearing along said division line in a northerly direction, ten and no hundredths (10.00) feet from a point where said division line intersects the northerly right-of-way line of College Road, thirty-three (33) feet in width and running thence;

(1) Through lands of Kingston Water Company in an easterly direction parallel to College Road, twelve (12) feet more or less to a point in the division line between lands of the aforementioned Kingston Water Company on the west and lands of Wm. Flemer's Sons, Inc. on the east, said last mentioned point being the terminus of the herein described water line easement, bearing along the last mentioned division line in a northerly direction, ten and no hundredths (10.00) feet from a point where said last mentioned division line intersects the aforementioned northerly right-of-way line of College Road.

The sidelines of the above described water line easement being parallel to and distant, ten and no hundredths (10.00) feet as measured at right angles to the above described center-line.

Containing 240 square feet more or less.

All as shown on a plat entitled, "Plat Showing Water Line Easement On Lands Of Kingston Water Company, Plainsboro Twp., Middlesex Co., NJ, Scale as shown, Dec. 16, 1983." Prepared by Nassau Surveying Company, Inc., Land Surveyors, Princeton Research Park, Princeton, NJ, 08540.

The above described water line easement being on Lot 5, in Block 4, on Sheet 2, of the Plainsboro Twp. Tax Map.

According to a description by Nassau Surveying Company, Inc., Land Surveyors, Princeton Research Park, Princeton, NJ, 08540.

REFERENCE:
PLAINSBORO TWP
TAX OFFICE & TAX
MAP

JOHN W. FLENDER
ET UX

WM. FLENDER'S SONS, INC.

STONE DRIVE

WM. FLENDER'S SONS, INC.

20' WIDE WATER
LINE EASEMENT
240 SQ. FT. ±

COLLEGE ROAD

PLAINSBORO TWP.
TAX MAP
SHEET ———— 2
BLOCK ———— 4
LOT ———— 5

NASSAU SURVEYING COMPANY, INC.
LAND SURVEYORS

PRINCETON RESEARCH PARK

PRINCETON NEW JERSEY 08540

Conrad A. Brennfleck

12/30/83
DATE OF
SIGNATURE

CONRAD A. BRENNFLECK
N.J.P.L.S. 14164

PLAT
SHOWING WATER LINE
EASEMENT ON LANDS OF
KINGSTON WATER
COMPANY

PLAINSBORO TWP. MIDDLESEX CO. N.J.
SCALE - AS SHOWN DEC. 16, 1983

DRAWN BY F.C.L.	FIELD BK.	ORDER NO.	FILE NO.	SHEET NO.
CHECKED BY	PAGE	12507	PLAINS BORO BLK 4	7

Together with the right of ingress and egress to and from the lands for the aforesaid purposes.

Subject, however, to the party of the first part reserving the right to the full use of the land not inconsistent with this Grant and Conveyance.

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It is covenanted by the party of the first part that said party has the right to convey the said right of way and easement to the party of the second part and that said party is the true, lawful and right owner of all and singular the above described lands, and that the said lands at the time of the sealing and delivery of these presents are not encumbered by any mortgage, judgment, limitation or by any encumbrance whatsoever, by which the aforesaid right of way and easement hereby made, can or may be changed, charged, altered or defeated in any way whatsoever, except as hereinabove provided.

It is expressly agreed that the party of the second part may enter upon the above described lands for the purpose of erecting, installing, moving, removing, repairing, altering, maintaining or operating any structures, fixtures, appurtenances, equipment, pipes, mains, conduits or the like or for the purpose of maintaining such easement or right of way, without any previous notice being given to the party of the first part by the party of the second part and any and all such notice as is or may be required by any statute or law of the State of New Jersey or any other local or municipal ordinance is hereby waived by the party of the first part.

It is covenanted by the party of the second part that it will pay any damage which may arise to crops, fences or other property of the party of the first part by reason of the construction, laying, operation, maintenance of such mains, conduits and appurtenances. If the amount of said damage is not mutually agreed upon by the parties hereto the damage shall be determined by three disinterested persons, one to be appointed by the party of the first part, one by the party of the second part, and the third by two persons aforesaid, and the amount so determined by the aforesaid three persons under oath shall be final and conclusive.

In Witness Whereof, the party of the first part has set hand and seal or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed this 20th day of Feb 1984

WILLIAM FLEMER CO.

Elliot Cohen, Secretary

By: Kingston Water Company

William Flemer IV, Sec. Treas. (L.S.)

(L.S.)

State of New Jersey, County of that on

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ss.: Be it Remembered, before me, the subscriber,

personally appeared

who, I am satisfied, the person named in and who executed the within Instrument, and thereupon acknowledged that signed, sealed and delivered the same as act and deed, for the uses and purposes therein expressed, and 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 \$

State of New Jersey, County of Middlesex that on Feb. 20

19

ss.: Be it Remembered, before me, the subscriber,

personally appeared Elliot Cohen

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of Kingston Water Company the Corporation named in the within Instrument;

that William Flemer III

President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness. and 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.

and subscribed before me,

Elliot Cohen, Secretary

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RIGHT OF WAY

and

EASEMENT AGREEMENT

Between Elizabethtown Water Company
One Elizabethtown Plaza
Elizabeth, NJ 07201

n/r

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And

Kingston Water Company
P.O. Box 191
Princeton, NJ 08540

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REC'D
CLERK

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