

This Indenture,

Between ALISON J. FLEMER, Widow of John W. Flemer, with address of
P.O. Box 191, Princeton, NJ 08540

of the Township of Plainsboro, County of Middlesex, and State of New Jersey, party of the first part,
And Elizabethtown Water Company, County of Union, party of the second 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 ONE DOLLAR (\$1.00) 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 feet wide water line easement over land of John W. Flemer, et ux located in Plainsboro Township, Middlesex County, State of New Jersey and shown on the Tax Map of Plainsboro Township on Sheet 2, Lot 2, Block 4.

Further described on sheet 2 which is attached, and also as shown on a drawing Sheet No. 5, entitled "Plat Showing Water Line Easement on Lands of John W. Flemer, et ux, Plainsboro Township, December 15, 1983, prepared by Nassau Surveying Company, Inc., Land Surveyors

Party of the Second Part further agrees to indemnify, hold harmless and defend 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, construction, 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, liens for unpaid Federal Estate and New Jersey Transfer Inheritance Taxes, 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.

Being a portion of the same premises conveyed to John W. Flemer, and Alison J. Flemer, his wife, by Deed from William Flemer, Jr., and Helen Flemer, his wife, dated December 30, 1974, and recorded in the Middlesex County Clerk's office in Book 2877, at Page 911. John W. Flemer died a resident of the State of New Jersey during the month of December, 1982.

PREPARED BY: Walter M. Braswell
Walter M. Braswell
Attorney at Law
State of New Jersey

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 southeast and lands of John W. Flemer, Et Ux, on the northwest, said beginning point bearing along said division line, South twenty-five degrees, eleven minutes West ($S 25^{\circ} 11' W$) 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 from said beginning point running thence;

(1) Through lands of John W. Flemer, Et Ux, the following five (5) courses; North sixty-five degrees, thirty-six minutes West ($N 65^{\circ} 36' W$) one hundred nineteen and five hundredths (119.05) feet to a point, thence;

(2) North twenty-six degrees, seven minutes, twenty seconds East ($N 26^{\circ} 07' 20'' E$) three hundred ninety-five and forty-one hundredths (395.41) feet to a point, thence;

(3) North forty-eight degrees, thirty-seven minutes, twenty seconds East ($N 48^{\circ} 37' 20'' E$) two hundred fifty-five and fifty hundredths (255.50) feet to a point, thence;

(4) North twenty-six degrees, seven minutes, twenty seconds East ($N 26^{\circ} 07' 20'' E$) fifty-seven and no hundredths (57.00) feet to a point, thence;

(5) North eighteen degrees, fifty-two minutes, forty seconds West ($N 18^{\circ} 52' 40'' W$) eleven and eighty-eight hundredths (11.88) feet to a point in the southeasterly right-of-way line of Mapleton Road, thirty-three (33) feet in width, said last mentioned point being the terminus of the herein described water line easement, said last mentioned point bearing along said right-of-way line of Mapleton Road, South forty-two degrees, forty minutes West ($N 42^{\circ} 40' E$) sixty and seventy-eight hundredths (60.78) feet from a point where the aforementioned division line between lands of John W. Flemer, Et Ux, and lands of Wm. Flemer's Sons, Inc. intersects said right-of-way line.

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 16,777 square feet more or less.

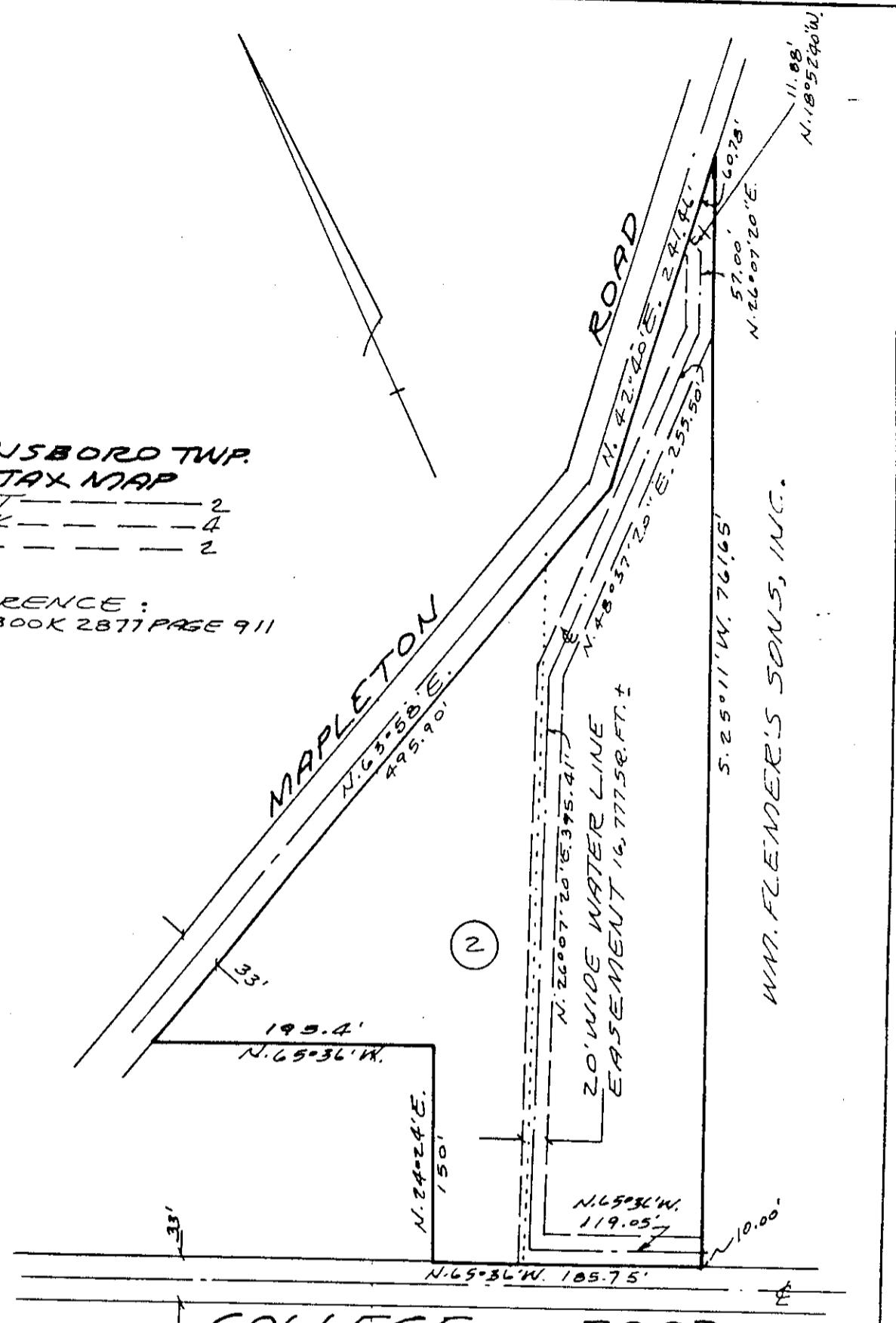
All as shown on a plat entitled, "Plat Showing Water Line Easement On Lands Of John W. Flemer, Et Ux, Plainsboro Twp., Middlesex Co., NJ, Scale 1" = 100', Dec. 15, 1983." Prepared by Nassau Surveying Company, Inc., Land Surveyors, Princeton Research Park, Princeton, NJ, 08540.

The above described water line easement being through Lot 2, 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.

PLAINS BORO TWP.
TAX MAP

REFERENCE :
DEED BOOK 2877 PAGE 911



EXISTING
WATER LINE

| | | | |
|---|--|--|--|
| NASSAU SURVEYING COMPANY, INC. LAND SURVEYORS PRINCETON RESEARCH PARK | | PLAT SHOWING WATER LINE EASEMENT ON LANDS OF JOHN W. FLEMER ET UX PLAINSBORO TWP. MIDDLESEX CO., N.J. SCALE - 1" = 100' DEC. 15, 1983 | |
|  <u>Conrad A. Brennfleck</u> <u>12/30/83</u> DATE OF SIGNATURE | | DRAWN BY <u>FCL</u> FIELD BK. ORDER NO. <u>12507</u> FILE NO. <u>PLAINS-</u> <u>BORO</u> <u>BLK. 4</u> SHEET NO. <u>5</u> | |
| CONRAD A. BRENNFLECK N.J.P.L.S. 14164 | | CHECKED BY <u>PAGE</u> | |

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.

BOOK 3343 PAGE 337

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 prior 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 party.~~

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 hereto affixed this 20th day of February 1984.

Attest: Witness:

By:

Witness:
JOSEPH W. FERRARO, JR.

Alison J. Flemer (L.S.)
Alison J. Flemer
(L.S.)

State of New Jersey, County of Middlesex } ss.: Be it Remembered,
that on February 20, 1984, before me, the subscriber, Joseph W. Ferraro, Jr.
personally appeared Alison J. Flemer Attorney at law of New Jersey

who, I am satisfied, is the person named in and who executed the within Instrument, and thereupon she acknowledged that she signed, sealed and delivered the same as her 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 \$1.00.

Joseph W. Ferraro, Jr.
Attorney at Law of New Jersey

State of New Jersey, County of } ss.: Be it Remembered,
that on 19, before me, the subscriber,
personally appeared

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of

the Corporation named in the within Instrument; that is the 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 \$

Sworn to and subscribed before me,
the date aforesaid.

}

3621

RIGHT OF WAY

and

EA 4 26 A 3: 26
EAEMENT AGREEMENT

Between

64 26 A 3: 26
BOOK 3343 PAGE 334

WALTER M. GRENNA
1 E. Englewood Place
Elizabeth, N.J. 07207

And

BOOK 3343 PAGE 339

Return to
Walter M. Grenna
1 E. Englewood Place
Elizabeth, N.J. 07207

00510008 6542973553

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