

P-2017-40




**Middlesex County  
Document Summary Sheet**

MIDDLESEX COUNTY CLERK  
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RECORDED 11/09/2017 07:36:57 AM  
ELAINE M. FLYNN, COUNTY CLERK  
MIDDLESEX COUNTY, NEW JERSEY

**Official Use Only**

<b>Transaction Identification Number</b>		3189142	2616143
<b>Submission Date(mm/dd/yyyy)</b>	10/24/2017	<b>Return Address</b> <i>(for recorded documents)</i>	
<b>No. of Pages (excluding Summary Sheet)</b>	8	PSE&G	
<b>Recording Fee (excluding transfer tax)</b> <i>(Convenience Charge of \$2.00 included)</i>	\$105.00	80 PARK PL	
<b>Realty Transfer Tax</b>	\$0.00	NEWARK, NJ 07102	
<b>Total Amount</b>	\$105.00		
<b>Document Type</b>	MISCELLANEOUS DEED		
<b>Municipal Codes</b>			
NORTH BRUNSWICK		NBR	
<b>Batch Type</b>	L2 - LEVEL 2 (WITH IMAGES)		
<b>Bar Code(s)</b>			
 211801			

**Additional Information (Official Use Only)**

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**Middlesex County  
Document Summary Sheet**

<b>MISCELLANEOUS DEED</b>	<b>Type</b>	MISCELLANEOUS DEED				
	<b>Consideration</b>					
	<b>Submitted By</b>	SIMPLIFILE, LLC. (SIMPLIFILE)				
	<b>Document Date</b>	08/30/2017				
	<b>Reference Info</b>					
	<b>Book ID</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>	
	<b>GRANTOR</b>	<b>Name</b>			<b>Address</b>	
		NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY				
	<b>GRANTEE</b>	<b>Name</b>			<b>Address</b>	
		PUBLIC SERVICE ELECTRIC AND GAS COMPANY				
	<b>Parcel Info</b>					
<b>Property Type</b>	<b>Tax Dist.</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Municipality</b>	
	NB	252	1.03		NBR	

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*Grant of Easement*

RECORD AND RETURN TO:  
Corporate Properties  
PSEG Services Corp.  
80 Park Plaza, T6B  
Newark, NJ 07102

Prepared by: Joy Schulein

**GRANT OF EASEMENT**

**THIS INDENTURE**, made this 30<sup>th</sup> day of August, 2017, between NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, an instrumentality of the State of New Jersey, having an office at 39 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990 (hereinafter "Grantor"), and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, having an office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee):

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of a certain tract of real property situate in the Township of North Brunswick, County of Middlesex and State of New Jersey commonly known as Block 252, Lot 1.03 (hereinafter called the "Property"); 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, maintenance and safety clearance of existing aerial transmission lines (the "Existing Facilities") at the Property, all in accordance with and for the purposes set forth in this Grant of Easement;

**WHEREAS**, the Existing Facilities are located on the Property adjacent to the Easement Area (hereinafter defined) pursuant to a Grant of Easement dated May 27, 1930 and recorded June 14, 1930 in Deed Book 987 Page 328 in the office of the Clerk of Middlesex County (the "Initial Easement").

**NOW, THEREFORE**, in consideration of these premises and the sum of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS, lawful United States currency 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:

Grantor does hereby grant and convey unto Grantee an easement in perpetuity in, under, through, upon and across the hereinbefore described Property of Grantor, with full rights, privileges and authority for Grantee to enter upon the Easement Area from time to time, for the purpose of (i) perpetually operating and maintaining the Existing Facilities at the Property pursuant to the terms of the Initial Easement, (ii) permitting the Existing Facilities to blow-out and encroach upon the easement area described below and attached hereto as Exhibit A (the "Easement Area"); and (iii) inspecting, locating, relocating, installing, altering, extending,

constructing, repairing, replacing, rebuilding, removing and using the Existing Facilities and other fixtures, appurtenances and facilities installed pursuant to the Initial Easement which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper 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 in accordance with the terms of the Initial Easement. Said Easement Area is more particularly shown on a map entitled, "Easement Exhibit," dated April 18, 2017 and attached hereto as Exhibit A, and is more particularly described in a metes and bounds description which is also attached hereto as Exhibit B.

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 Existing Facilities and located within the Easement Area.

Grantor shall have the right to use, occupy and enjoy the surface and air space above the Easement Area for any purpose which does not, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, occupancy and enjoyment of same by Grantee. Grantor agrees, however, to comply with the requirements of the National Electrical Code and the National Electrical Safety Code, the Department of Transportation Minimum Federal Safety Standards promulgated under the authority of the Natural Gas Pipeline Safety Act of 1968, and to the "Underground Facility Protection Act," as applicable to clearances to any buildings or structures and agrees that no buildings or structures shall be erected within the Easement Area. Grantor shall at all times provide access to Grantee. Prior to construction of any improvements in the Easement Area, Grantor shall supply Grantee with plans of sufficient detail on said improvements and must obtain approval of said improvements from Grantee, which shall not be unreasonably withheld. At no point shall any improvements exceed 20 feet from present grade.

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 as nearly as possible to its condition immediately prior to damage, at the sole cost and expense of Grantee.

If Grantor shall, at any time after the initial installation of said Existing Facilities, request Grantee to relocate said Existing 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.

Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all liens and encumbrances.

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 negligent act, omission or willful misconduct of Grantee or by any employee, licensee, invitee or agent of Grantee.

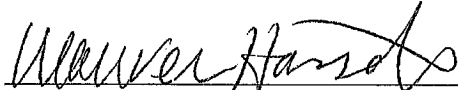
This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

The provisions of this Indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

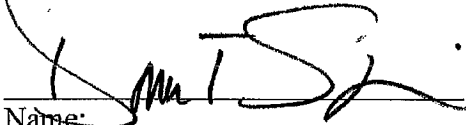
*Signature page to follow*

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

**NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY**


By:   
Name: **Maureen Hassett**  
Title: **SVP Senior Vice President**

WITNESS/ATTEST


  
Name: **Donna T. Sullivan**  
Title: **Vice President - Real Estate**

**PUBLIC SERVICE ELECTRIC  
AND GAS COMPANY**

By PSEG Services Corp., Agent

By:   
Patrick G. Reed  
Principal Real Estate Consultant

ATTEST

  
Name: **Donald S. Leibowitz**  
Title: **Assistant Secretary**

STATE OF New Jersey )  
 : SS.  
COUNTY OF Mercer )

BE IT REMEMBERED, that on this 30<sup>th</sup> day of August, 2017, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Maureen Hassett, who, I am satisfied, is SVP of NJEDA, named in and which executed the foregoing instrument for and on behalf of NJEDA as the voluntary act and deed of said NJEDA.

Cathleen A. Hamilton  
Notary

Cathleen A. Hamilton  
A Notary Public of New Jersey  
My Commission Expires on August 1, 2019

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

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of August, 2017, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared PATRICK G. REED, who, I am satisfied, is PRINCIPAL REAL ESTATE CONSULTANT of PSEG Services Corporation, Agent for PUBLIC SERVICE ELECTRIC AND GAS COMPANY, the corporation named in and which executed the foregoing instrument, and he thereupon acknowledged that the said instrument was made by the corporation and sealed with its corporate seal and was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Joy Schulein  
Notary

JOY SCHULEIN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/4/2019

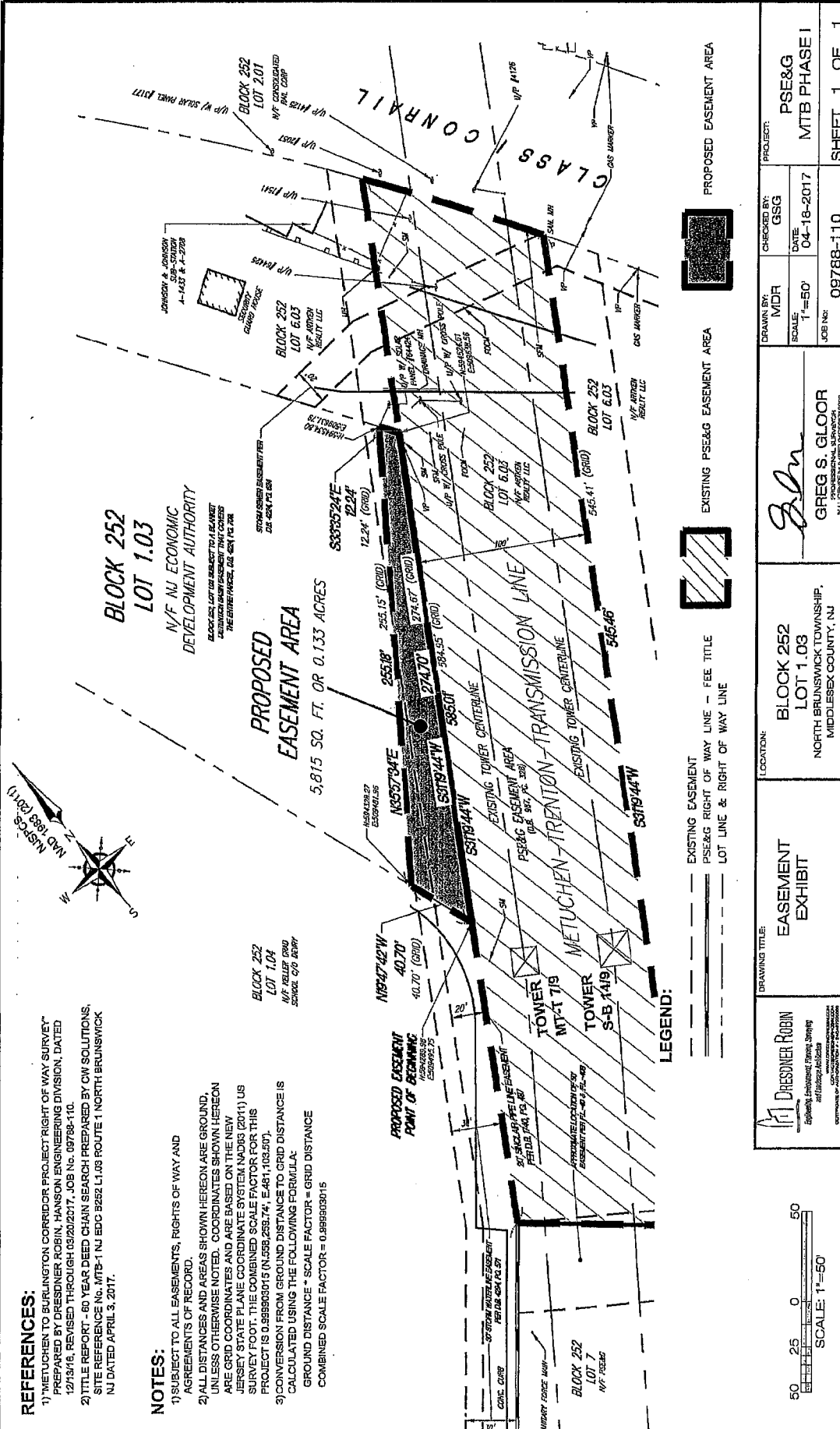
Exhibit A

**REFERENCES:**

- 1) METUCHEN TO BURLINGTON CORRIDOR PROJECT RIGHT OF WAY SURVEY PREPARED BY DRESNER ROBIN, HANSON ENGINEERING DIVISION, DATED 12/15/16, REVISED THROUGH 03/20/2017, JOB NO. 09788-110.
- 2) TITLE REPORT - 60 YEAR DEED CHAIN SEARCH PREPARED BY CW SOLUTIONS, SITE REFERENCE NO. MTS-1 NJ EDC 9522 L1J9 ROUTE 1 NORTH BRUNSWICK NJ DATED APRIL 3, 2017.

**NOTES:**

- 1) SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND AGREEMENTS OF RECORD.
- 2) ALL DISTANCES AND AREAS SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED. COORDINATES SHOWN HEREON ARE GRID COORDINATES AND ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM NAD83 (2011) US SURVEY FOOT. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.99960015 (N.599,299.74', E.481,103.50').
- 3) CONVERSION FROM GROUND DISTANCE TO GRID DISTANCE IS CALCULATED USING THE FOLLOWING FORMULA:  
 GROUND DISTANCE \* SCALE FACTOR = GRID DISTANCE  
 COMBINED SCALE FACTOR = 0.99960015



**LEGEND:**

- EXISTING EASEMENT
- PSE&G RIGHT OF WAY LINE - FEE TITLE
- LOT LINE & RIGHT OF WAY LINE

<p>DRESNER ROBIN Engineering, Inc. Professional Engineers 1000 ROUTE 100 MIDDLESEX COUNTY, NJ 08901</p>	<p>DRAWING TITLE: <b>EASEMENT EXHIBIT</b></p>	<p>LOCATION: <b>BLOCK 252 LOT 1.03</b> NORTH BRUNSWICK TOWNSHIP, MIDDLESEX COUNTY, NJ</p>	<p>CHECKED BY: GSG</p> <p>DATE: 04-18-2017</p>	<p>PROJECT: <b>PSE&amp;G MTB PHASE I</b></p>
	<p>DRAWN BY: MDR</p> <p>SCALE: 1"=50'</p> <p>JOB NO: 09788-110</p>	<p>SHEET 1 OF 1</p>	<p>GREG S. GLOOR NJ LICENSE NUMBER: 3802071800</p>	



# Exhibit B

May 16, 2017

Job No. 09788-110

**Description of  
Proposed Easement  
to be granted to  
Public Service Electric and Gas Company  
located on part of Block 252, Lot 1.03  
situated in  
North Brunswick Township  
County of Middlesex, State of New Jersey**

BEING a portion of the lands as described in a deed between DKM-Atlantic Corp. and New Jersey Economic Development Authority dated October 25, 2004 and recorded on November 4, 2004 in Deed Book 5404, Page 752 in the Middlesex County Clerk's Office.

BEGINNING at a point in the northwesterly line of the PSE&G Metuchen – Trenton Transmission Line where the same is intersected by the common lot line of Block 252, Lot 1.04, N/F Keller Grad School C/O Devry and Block 252, Lot 1.03, N/F NJ Economic Development Authority; said point of beginning having New Jersey State Plane grid coordinates (NAD 1983, U.S. Survey feet), of N: 594,289.98 feet, E: 509,495.75 feet and running, thence; on the ground:

1. Along the common lot line of Block 252, Lot 1.04, N/F Keller Grad School C/O Devry and Block 252, Lot 1.03, N/F NJ Economic Development Authority, North 19 degrees 47 minutes 42 seconds west, 40.70 feet to a point; thence
2. Running through 252, Lot 1.03, N/F NJ Economic Development Authority, North 35 degrees 57 minutes 34 seconds east, 255.18 feet to a point; thence
3. Along the common lot line of Block 252, Lot 1.03 N/F NJ Economic Development Authority and Block 252, Lot 6.03, N/F Artken Realty LLC, South 33 degrees 35 minutes 24 seconds East, 12.24 feet to a point, thence
4. Along the northwesterly line of the PSE&G Metuchen – Trenton Transmission Line, South 31 degrees 19 minutes 44 seconds West, 274.70 feet to the point or place of BEGINNING.

Subject to all easements, rights of way and agreements of record.

Bearings recited in this description are referenced to the New Jersey State Plane Coordinate System-North American Datum 1983 (NAD 83) (2011). All distances recited in this description are ground distances.

Containing 5,815 S.F. or 0.133 Acres



#### Jersey City

##### Corporate Office

One Evertrust Plaza, Suite 901  
Jersey City, NJ 07302-3085

PHONE: 201-217-9200

FAX: 201-217-9607

#### Asbury Park Office

603 Mattison Avenue

Asbury Park, NJ 07712

PHONE: 732-988-7020

FAX: 732-988-7032

#### Cherry Hill Office

535 Route 38 East

Suite 208

Cherry Hill, NJ 08002

PHONE: 856-488-6200

FAX: 856-488-4302

#### Fairfield Office

55 Lane Road, Suite 220

Fairfield, NJ 07004-1015

PHONE: 973-696-2600

FAX: 973-696-1362

[www.dresdnerrobin.com](http://www.dresdnerrobin.com)

This description was prepared in accordance with exhibit entitled: "Easement Exhibit, Block 252, Lot 1.03, North Brunswick Township, Middlesex County, N.J." Prepared by Dresdner Robin, dated 04-18-2017, Job No. 09788-110.



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Greg S. Gloor  
Professional Land Surveyor  
NJ LS License No. 37189