

THIS INDENTURE, made this ^{BOOK 4130 PAGE 123} 11th day of

OCTOBER, in the year of our Lord One Thousand Nine Hundred and Sixty-five, between PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey, having its principal office at 80 Park Place, in the City of Newark, County of Essex, and State of New Jersey, hereinafter designated as "Public Service", and ROCKLEDGE REALTY COMPANY, a partnership having an office at 185 Valley Street, in the Village of South Orange, County of Essex, and State of New Jersey, hereinafter designated as "Rockledge",

W I T N E S S E T H :

WHEREAS, by easement made April 1, 1965, and recorded in the Register's Office of Essex County on April 19, 1965, in Book 4086 of Deeds for said County on pages 100 etc., Rockledge did give to Public Service an easement in three ten (10) foot wide strips of land in the Township of West Orange, County of Essex, and State of New Jersey, to install, lay, construct, reconstruct, operate, maintain, inspect, repair, remove, replace, and relay a gas main, together with all necessary fittings, appurtenances and facilities, for the transmission and distribution of gas in, under, along, through and across said ten (10) foot wide strips of land outlined in red on the print attached thereto and made a part thereof; and

WHEREAS, said map thereto attached does not show the correct location of said easement, in that the main was installed in the area shown in green on the map attached hereto:

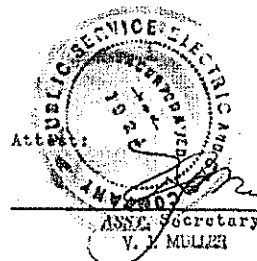
NOW, THEREFORE, in consideration of the premises and to set forth the correct modified location of said easement, this Indenture is made for the sole purpose of

BOOK 4130 PAGE 124

attaching hereto a map showing outlined in green the correct location of a portion of said easement and it is hereby agreed that the map hereto attached and hereby made a part hereof, entitled, "PUBLIC SERVICE ELECTRIC & GAS CO. ORANGE-MONTCLAIR DISTRICT PROPOSED 10' EASEMENTS ON PROPERTY OF ROCKLEDGE REALTY CO. LOCATED IN W. ORANGE. SCALE: 1" = 150' MAP INDEX 2-S-47 OR. BY J.P.M. FEB. 10, 1965", shows said modified location.

It is further mutually agreed that the said main as relocated in the easement area shall be operated and maintained in all respects pursuant to the conditions contained in said easement of April 1, 1965.

IN WITNESS WHEREOF, Public Service hereto has hereunto affixed its corporate seal and caused these presents to be signed and attested by its proper officers thereunto duly authorized, and Rockledge has caused these presents to be signed by one of its Partners thereunto duly authorized, all as of the day and year first aforesaid.



PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By

E. R. Freeman
Vice-President
E. R. FREEMAN

ROCKLEDGE REALTY COMPANY

By

Hyman Segal
Partner
Hyman Segal

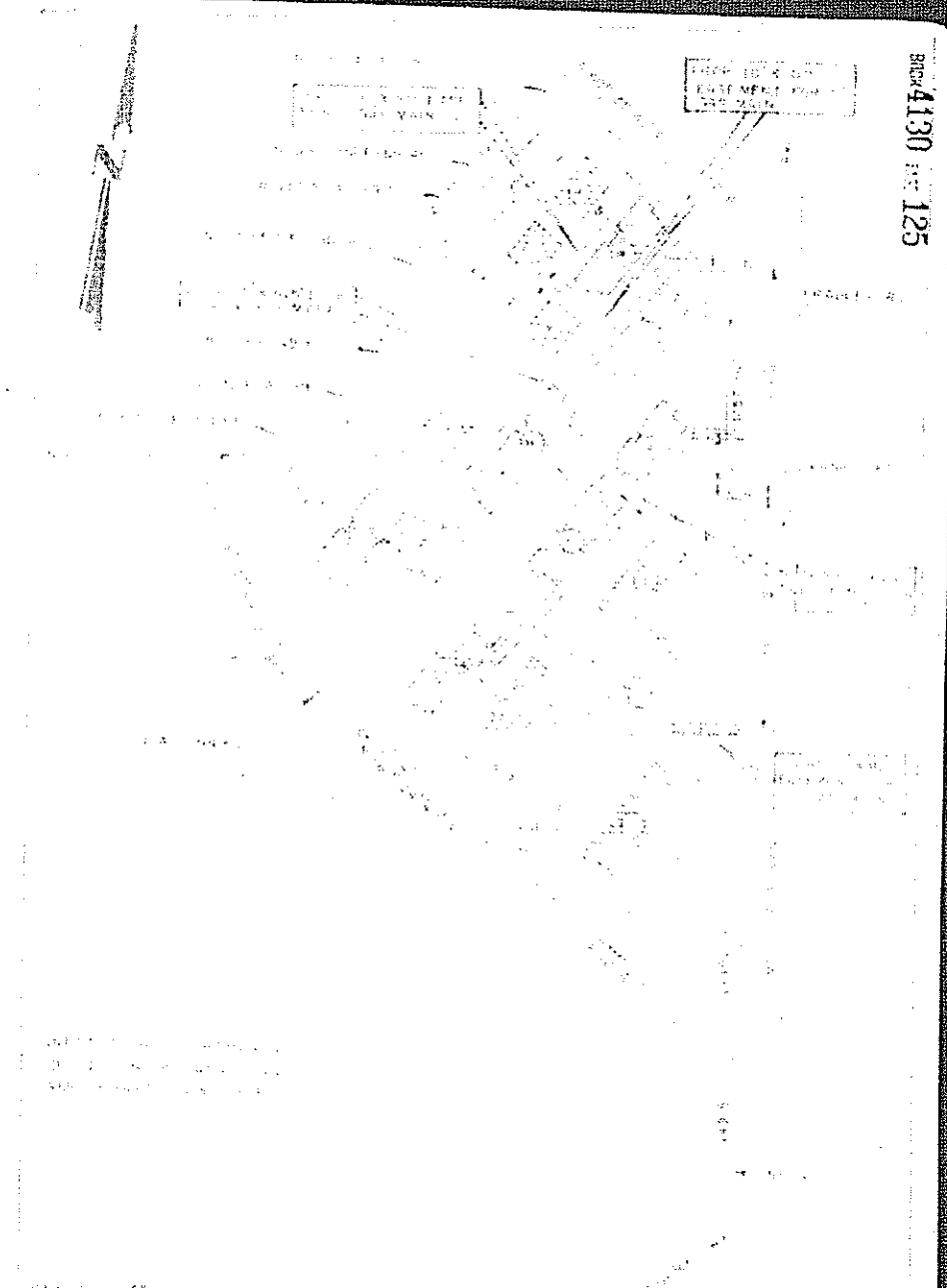
Signed, sealed, and delivered

in the presence of

Barbara L. Istwan
Barbara L. Istwan

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REGISTERED OFFICE
ESSEX COUNTY, N.J.
MAY 3 10 AM 1965
DEPUTY CLERK
REGISTER

SHEET 4130 OF 125



PUBLIC SERVICE ELECTRIC & GAS CO.
ORANGE - MONTCLAIR DISTRICT

PROPOSED 10' EASEMENTS ON PROPERTY OF
HOCKLEDGE REALTY CO. LOCATED IN W. ORANGE.

MAP INDEX 7-5-47

DR. BY J.P.M.

FEB. 19, 1965

Best Copy Available

BOOK 4086 PAGE 100

This Indenture, made this *FIRST* day of *APRIL*, in the year of our Lord one thousand nine hundred and sixty-five, between ROCKLEDGE REALTY COMPANY, a Partnership having an office at 185 Valley Street, in the Village of South Orange, County of Essex, and State of New Jersey,

hereinafter called "Owner", and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey, having its principal office at 80 Park Place, in the City of Newark, in the County of Essex, and State of New Jersey, hereinafter called "Public Service",

WITNESSETH:

Owner, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by Public Service, the receipt whereof is hereby acknowledged, and other good and valuable consideration, has given, granted, and conveyed, and by these presents does give, grant, and convey unto Public Service, its successors and assigns, the right, privilege, authority, and easement to install, lay, construct, reconstruct, operate, maintain, inspect, repair, remove, replace, and relay a gas main, together with all necessary fittings, appurtenances, and facilities, for the transmission and distribution of gas in, under, along, through, and across three ten (10) foot wide strip of land of Owner situate, lying, and being in the Township of West Orange, in the County of Essex, and State of New Jersey, as shown outlined in red on the print attached hereto and hereby made a part hereof, entitled, "PUBLIC SERVICE ELECTRIC & GAS CO. ORANGE - MONTCLAIR DISTRICT PROPOSED 10' EASEMENTS ON PROPERTY OF ROCKLEDGE REALTY CO.-LOCATED IN W. ORANGE SCALE: 1" = 150' MAP INDEX 2-S-47 DR. BY J.P.M. FEB. 10, 1965"

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ESSEX COUNTY, N.J.
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Together with the license to enter upon the lands and premises of Owner immediately adjacent to the said strip of land, so far as may be necessary for any of the purposes aforesaid.

Owner for itself, its successors and assigns, covenants and agrees with Public Service, its successors and assigns, that no buildings or structures of any kind whatsoever shall be erected on, in, or above the above-described strip of land, and this covenant is to run with the land.

Public Service, for itself and its successors and assigns, covenants and agrees with Owner, its successors and assigns, that after the installation of said gas main and the said fittings, appurtenances, and facilities, and after each subsequent disturbance of the above-described land for any of the purposes aforesaid, Public Service at its own cost and expense shall restore the surface of the said land as nearly as possible to the condition in which it was immediately prior to the commencement of the work.

In Witness Whereof, Owner has hereunto affixed

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these presents to be signed by one of its Partners there-
unto duly authorized, all as of the day and year first above
written.

ROCKLEDGE REALTY COMPANY
By

Hyman Segal
Partner
Hyman Segal

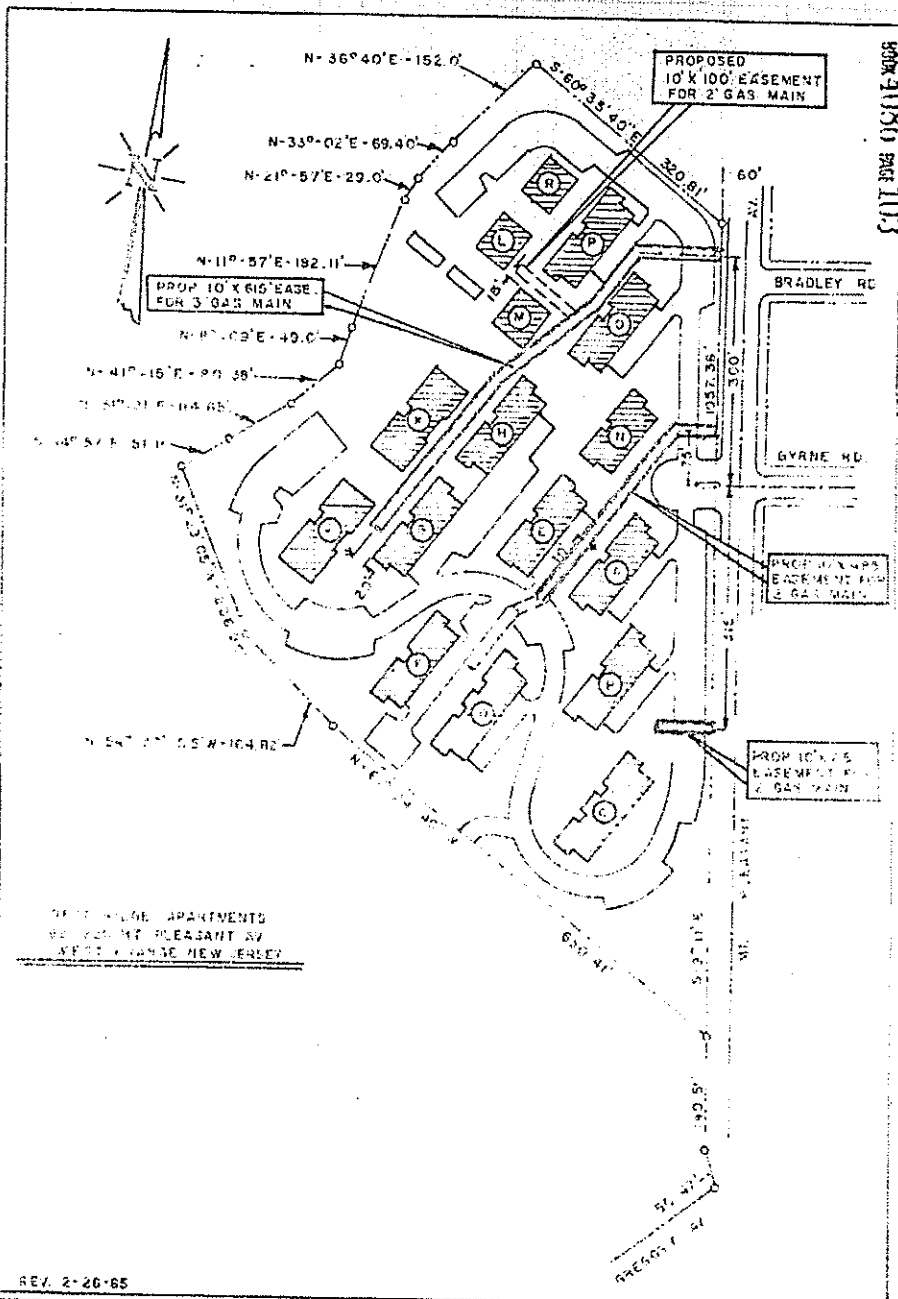
Signed, sealed and delivered)
in the presence of)

J. Leonard Weiss

NOTARY PUBLIC IN NEW JERSEY
My Commission expires Feb. 17, 1937

J. Leonard Weiss

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PUBLIC SERVICE ELECTRIC & GAS CO
ORANGE - MONTECLAIR DISTRICT

PROPOSED 10' EASEMENTS ON PROPERTY OF
ROCKLEDGE REALTY CO.-LOCATED IN W. ORANGE.

6-16-65

Best Copy Available

DEED OF EASEMENT AND RIGHT OF WAY

THIS INDENTURE, MADE THIS 2ND DAY OF JUNE 1965, BY AND BETWEEN ROCKLEDGE REALTY COMPANY, A PARTNERSHIP OF NEW JERSEY, 185 VALLEY STREET, SOUTH ORANGE, NEW JERSEY, HEREINAFTER REFERRED TO AS THE "GRANTOR" AND COMMONWEALTH WATER COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW JERSEY HAVING OFFICE FOR THE TRANSACTION OF BUSINESS AT SUMMIT, NEW JERSEY HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH

THE GRANTOR, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREINAFTER RECITED AND THE SUM OF ONE DOLLAR (\$1.00), THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED DOES HEREBY GIVE, GRANT AND CONVEY UNTO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, FOREVER, AN EASEMENT AND A FREE UNINTERRUPTED AND UNOBSTRUCTED RIGHT OF WAY, IN, UNDER, ACROSS AND OVER THE PROPERTY OF THE GRANTOR, SITUATE IN THE TOWN OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY, SAID RIGHT OF WAY TO BE 34 FEET IN WIDTH AND TO BE 17 FEET ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

FIRST TRACT

BEGINNING AT A POINT IN THE WESTERLY LINE OF MOUNT PLEASANT AVENUE DISTANT THEREIN NORTHERLY 901.64' FROM THE INTERSECTION THEREOF WITH THE NORTHERLY LINE OF GREGORY AVENUE; AND RUNNING THENCE,

- (1) AT RIGHT ANGLES TO MOUNT PLEASANT AVENUE S 80° 49' W 43.0' TO A POINT; THENCE,
- (2) PARALLEL TO MOUNT PLEASANT AVENUE N 90° 11' W 324.70' TO A POINT OF CURVE; THENCE,
- (3) IN A NORTHWESTERLY DIRECTION CURVING TO THE LEFT ON A RADIUS OF 40.0' FOR AN ARC DISTANCE OF 35.89' TO A POINT OF TANGENCY; THENCE,
- (4) N 60° 35' 40" W 106.29' TO A POINT AND ENDING THERE,

SECOND TRACT

BEGINNING AT THE END OF THE FIRST COURSE IN THE FIRST TRACT ABOVE; AND RUNNING THENCE,

- (1) PARALLEL WITH MOUNT PLEASANT AVENUE S 90° 11' E 354.09' TO A POINT OF CURVE; THENCE,
- (2) IN A SOUTHWESTERLY DIRECTION CURVING TO THE RIGHT ON A RADIUS OF 250.0' FOR AN ARC DISTANCE OF 122.10' TO A POINT OF COMPOUND CURVE; THENCE,
- (3) IN A WESTERLY AND NORTHERLY DIRECTION CURVING TO THE RIGHT ON A RADIUS OF 100.0' FOR AN ARC DISTANCE OF 296.19' TO A POINT OF TANGENCY; THENCE,

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REGISTERED OFFICE
ESSEX COUNTY, N.J.

JUN 17 1965

206-1

- (4) N 8° 30' 20" E 122.79' TO A POINT OF CURVE;
THENCE,
- (5) IN A NORTHERLY AND WESTERLY DIRECTION CURVING
TO THE LEFT ON A RADIUS OF 113.0' FOR AN ARC
DISTANCE OF 279.50' TO A POINT OF TANGENCY;
THENCE,
- (6) S 46° 47' 20" W 52.09' TO A POINT OF CURVE;
THENCE,
- (7) IN A WESTERLY AND NORTHWESTERLY DIRECTION
CURVING TO THE RIGHT ON A RADIUS OF 102.56'
FOR AN ARC DISTANCE OF 128.52' TO A POINT OF
TANGENCY; THENCE,
- (8) N 61° 21' 40" W 26.61' AND ENDING THERE.

THE ABOVE TWO TRACTS BEING A CENTER-LINE DESCRIPTION
FOR A PROPOSED EASEMENT FOR A WATER MAIN. SAID
EASEMENT TO BE 17.0' ON EITHER SIDE OF THE ABOVE
DESCRIBED CENTER-LINE.

FOR THE PURPOSE OF INSTALLING, LAYING, OPERATING, MAINTAINING,
INSPECTING, REMOVING, REPAIRING, REPLACING, RELAYING AND ADDING
TO FROM TIME TO TIME PIPE OR PIPES, WITH NECESSARY FITTINGS,
APPURTENANCES AND ATTACHED FACILITIES, INCLUDING LATERALS AND
CONNECTIONS FOR THE TRANSMISSION AND DISTRIBUTION OF WATER.

TOGETHER WITH THE RIGHT TO THE GRANTEE, ITS SUCCESSORS
AND ASSIGNS, TO ENTER IN AND UPON THE PREMISES DESCRIBED ABOVE
WITH MEN AND MACHINERY, VEHICLES AND MATERIAL AT ANY AND ALL
TIMES FOR THE PURPOSE OF MAINTAINING, REPAIRING, RENEWING OR
ADDING TO THE AFORESAID WATER PIPE LINES AND APPURTENANCES AND FOR
DOING ANYTHING NECESSARY, USEFUL OR CONVENIENT FOR THE ENJOYMENT
OF THE EASEMENT HEREIN GRANTED.

TO HAVE AND TO HOLD THE ABOVE GRANTED EASEMENT AND
RIGHT OF WAY UNTO THE SAME GRANTEE, ITS SUCCESSORS AND ASSIGNS
FOREVER.

THE GRANTEE AGREES, BY THE ACCEPTANCE OF THIS DEED OF
EASEMENT AND RIGHT OF WAY THAT, UPON ANY OPENING MADE IN CONNECTION
WITH ANY OF THE PURPOSES OF THIS EASEMENT AND RIGHT OF WAY, SAID
OPENING SHALL BE BACKFILLED AND RESURFACED TO AS NEARLY AS POSSIBLE
THE SAME CONDITION AS EXISTED WHEN SAID OPENING WAS MADE, ALL SUCH
WORK TO BE DONE AT THE EXPENSE OF THE GRANTEE.

AND THE SAID GRANTOR DOES COVENANT WITH THE SAID GRANTEE
AS FOLLOWS:

- 1A. IT IS UNDERSTOOD AND AGREED THAT THE EASEMENT
GRANTED HEREIN IS A NON-EXCLUSIVE EASEMENT TO THE
GRANTEE.

BOOK 4098 PAGE 314

1. THAT THE SAID GRANTOR IS SEIZED OF THE REAL ESTATE HEREBY SUBJECTED TO SAID EASEMENT AND RIGHT OF WAY AND HAS GOOD TITLE TO CONVEY THE SAME, HAVING ACQUIRED SAID REAL ESTATE FROM ROCKLEDGE MANOR, INC. A CORPORATION, BY DEED DATED MARCH 5, 1965, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF ESSEX COUNTY IN DEED BOOK 4078, PAGE 303 ON THE 5TH DAY OF MARCH, 1965.

2. THAT THE GRANTEE SHALL QUIETLY ENJOY THE SAID EASEMENT AND RIGHT OF WAY.

3. THAT THE PREMISES HEREBY SUBJECTED TO SAID EASEMENT AND RIGHT OF WAY ARE SUBJECT TO NO MORTGAGES EXCEPT A MORTGAGE TO SUN LIFE ASSURANCE COMPANY OF CANADA.

IN WITNESS WHEREOF, THE GRANTOR HAS HEREUNTO SET HIS HAND AND SEAL, ALL AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

ROCKLEDGE REALTY COMPANY

BY: Hyman Segal (L.S.)
HYMAN SEGAL, PARTNER

GREGORY
AVENUE

MOUNT

PLEASANT

AVENUE 9

PROPOSED BASEMENT FOR WATER MAIN
TAPING - 2nd FLOOR, 30
ROCKLEDGE REALTY COMPANY
WEST ORANGE, ESSEX CO., N.J.

10-17-68

3-24-65 447

4081 346

D10 - Deed - Bargain and Sale - (Cor. Against Grantor).
Individual or Corporation.

JULIUS BLUMBERG, INC. LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

This Indenture,

BOOK 4078 PAGE 303

Made the 14th day of March, in the year of our Lord
One Thousand Nine Hundred and Sixty-five

Between
ROCKLEDGE MANOR, INC., a corporation of New Jersey
744 Broad Street
Newark, New Jersey

In the City of Newark County of Essex
and State of New Jersey party of the first part;

And
~~ROCKLEDGE REALTY COMPANY, a partnership,~~
ROCKLEDGE REALTY COMPANY, a partnership,
185 Valley Street

In the Village of South Orange County of Essex
and State of New Jersey party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration lawful money of the United States of America, to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, conveyed and confirmed and by these presents do give, grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to their heirs, executors, administrators and assigns, forever,

All those certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Town of West Orange County of Essex and State of New Jersey

BEGINNING at a point on the westerly side line of Mt. Pleasant Avenue therein distant 199.98 feet northwesterly from the intersection of the westerly side of Mt. Pleasant Avenue with the northwesterly side of Gregory Avenue and from thence running (1) north 61 degrees 24 minutes 40 seconds west 630.41 feet; thence (2) north 54 degrees 30 minutes 05 seconds west 164.82 feet; thence (3) north 31 degrees 29 minutes 05 seconds west 236.90 feet; thence (4) north 44 degrees 57 minutes east 51.11 feet; thence (5) north 51 degrees 31 minutes east 114.65 feet; thence (6) north 41 degrees 15 minutes east 80.38 feet; thence (7) north 3 degrees 09 minutes east 49 feet; thence (8) north 11 degrees 57 minutes east 182.01 feet; thence (9) north 21 degrees 57 minutes east 29 feet; thence (10) north 33 degrees 02 minutes east 65.40 feet; thence (11) north 36 degrees 40 minutes east 152.50 feet; thence (12) south 60 degrees 35 minutes 40 seconds east 320.01 feet to the westerly side of Mt. Pleasant Avenue; thence (13) along the westerly side of Mt. Pleasant Avenue south 9 degrees 11 minutes east 1057.36 feet to the point and place of BEGINNING.

The above description is in accordance with a survey made by Halsey Brothers, Engineers & Surveyors, dated December 21, 1964, and revised January 15, 1965.

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ESSEX COUNTY, N.J.
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This conveyance is subject to an easement reserved by the Grantor for driveway purposes in that portion of the said premises which is described as follows: Said easement is for egress and ingress to adjoining premises.

BEGINNING at a point in westerly line of Mount Pleasant Avenue distant therein northerly 289.98' from the intersection thereof with the northerly line of Gregory Avenue; and running thence, (1) along said line of Mount Pleasant Avenue N 90° 11' W 25.68' to a point; thence, (2) in a southwesterly direction curving to the left on a radius of 224.0' for an arc distance of 98.13' (the chord of said curve having a bearing of S 48° 38' 30" W and a length of 97.35') to a point which is distant 104.24' on a bearing of N 61° 24' 40" W from the westerly line of Mount Pleasant Avenue; thence, (3) S 61° 24' 40" E 24.24' to a point; thence, (4) in a northeasterly direction curving to the right, concentric with the second course herein and distant 24.0' southeasterly therefrom measured radially thereto, on a radius of 200.0' for an arc distance of 75.82' (the chord of said curve having a bearing of N 47° 51' 40" E and a length of 75.37') to the point of BEGINNING.

The above description is in accordance with a survey prepared by Halsøy Brothers, Engineers and Surveyors, dated Dec. 21, 1964 and revised Jan. 15, 1965.

Being part of the same premises conveyed to the Grantor by the following deeds:

FIRST: By Deed from Cecelia Finn and Mathilda L. Blomquist, executrices of the Last Will and Testament of Daniel J. O'Rourke to Rockledge Manor, Inc., dated October 14, 1954 and recorded October 29, 1954 in the office of the Register of the County of Essex in Book 3267 page 123.

SECOND: By Deed from Mathilda L. Blomquist and Celia Finn, as executrices of the Last Will and Testament of Catherine E. Kiernan, to Rockledge Manor, Inc., dated October 25, 1954 and recorded October 29, 1954 in the office of the Register of the County of Essex in Book 3267 page 126.

THIRD: By Deed from Charles O'Rourke, single, et als, to Rockledge Manor, Inc., dated October 14, 1954 and recorded October 29, 1954 in the office of the Register of the County of Essex in Book 3267 page 129.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

To have and to hold all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, their executors, administrators, heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, their executors, administrators heirs, and assigns forever:

And the said party of the first part

for the purposes and assigns heirs, executors and administrators, do on covenant, promise and agree to and with the said party of the second part, their heirs, executors, administrators and assigns that ~~it~~ ^{he} has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

In Witness Whereof, the party of the first part has ~~caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed, the day and year first above written.~~

Signed, Sealed and Delivered
in the Presence of

ROCKLEDGE MANOR, INC.

ATTEST:

Norman Albers
Norman Albers, Secretary

By Joseph Mele
Joseph Mele, President

