

2464

A.C.E. 10-69

DEED OF EASEMENT

051028

THIS DEED OF EASEMENT, made this 8th day of November, 2001, between

EARL + LISA MITCHELL

("GRANTOR") and ATLANTIC CITY ELECTRIC COMPANY, a corporation of the State of New Jersey, hereinafter referred to as "GRANTEE."

WITNESSETH:

That for and in the consideration of ONE (\$1.00) DOLLAR, the receipt of which is hereby acknowledged, GRANTOR hereby grants and conveys unto ATLANTIC CITY ELECTRIC COMPANY, its successors and assigns the right and easement to install, operate, maintain, add to, extend, relocate and remove a line or lines for the transmission of electric energy, together with communications, cable television and for any and all purposes for which electric energy is now or may hereafter be used, with all necessary poles, wires, cables, fibre optic cables, fixtures and appliances, including guy wires, stubs, anchors, and brace poles, through, over, upon GRANTOR'S land and along the public highways or streets on which the land abuts or adjoins, described as follows:

Situate in the Township of Franklin, County of Gloucester, and State of New Jersey, being also known as Block 6002, Lot 3, as shown on the Municipal Tax Map and bounded:

On the North by the lands of: n/f Robert Simpson and Andrew Bellone
 On the East by the lands of: n/f Andrew Bellone
 On the South by the lands of: n/f I. Battista
 On the West by the lands of: Tuckahoe Road

Together with the right to fell or trim any trees along said line or lines, wherever the same may be necessary in order to erect, construct, operate or maintain said line or lines free and clear from obstructions, or which may endanger the safety or interfere with the use of said poles, wires, cables or fixtures. It is further understood that Grantee shall at all times use reasonable care in the removal and/or replacement of shrubs, lawns, and improvements in connection with the rights herein granted, however, Grantee shall not be held liable for any damages to shrubs, lawns, and improvements provided that reasonable care has been exercised in the replacement thereof. With the privilege to add to, or take from, line or lines, poles, wires, cables or fixtures, from time to time. Together with the right of ingress and egress to and over the said lands of the Grantor at any and all times for the purposes aforesaid.

Grantor hereby warrants that it is the owner in fee simple, of the lands and premises herein, as of the date of this Deed of Easement, and has complete right and power to execute this deed, and as such will indemnify, defend and hold harmless GRANTEE, or its successors or assigns, from any and all loss, costs, damages, claims, actions or liability on account of any and all defects in or lack of title, and disputes arising out of the grant herein.

Prepared By:

Charlotte N. Magnuson
 Charlotte N. Magnuson

IN WITNESS WHEREOF, GRANTOR(S) has signed and sealed this deed the day and year first above written.

WITNESS:

Judy Robinson
Judy Robinson
as to both

INDIVIDUAL OR PARTNERSHIP GRANTOR:

Earl Mitchell (SEAL)
Lisa Dawn Mitchell (SEAL)
 Earl Mitchell
 Lisa Dawn Mitchell

STATE OF

New Jersey

COUNTY OF

Gloucester

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) SS
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BE IT REMEMBERED, That on the 8th day of November, 2001, before me, a
notary public of New Jersey, personally appeared
Earl & Lisa Dawn Mitchell

who I am satisfied is or are the Grantor or Grantors mentioned in the above deed, and I having first made known to him, her or them, the contents thereof, he, she or they acknowledged that he, she or they signed, sealed and delivered the same as his, her or their voluntary act and deed.

Notary Seal/Stamp Here

Carolyn B. Dare

CAROLYN B. DARE
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Nov. 25, 2004

Note: Atlantic Electric/Conectiv
 Right of Way Department
 5100 Harding Highway
 Mays Landing, NJ 08330

273 / 6W-7N
 2464
 Gloucester - Inland-G
 Earl Mitchell, etux

Nov 2001

083350-P149

RECORDED
GLOUCESTER COUNTY

01 49577

2001 DEC 11 PM 1:09

James N. Hogan
COUNTY CLERK

GLOUCESTER COUNTY RECORDING DATA PAGE

PLEASE DO NOT DETACH THIS PAGE FROM THE ORIGINAL DOCUMENT
AS IT CONTAINS IMPORTANT INFORMATION AND IS PART OF THE
PERMANENT RECORD.

30.00 P
35 P
RECORD & RETURN TO:

*Connecticut Power Delivery
5100 Harding Hwy Ste 100
May Harding, NJ 08330*

GLOUCESTER COUNTY RECORDING DATA PAGE
JAMES N. HOGAN, COUNTY CLERK