

Corp. Deed of Easement A.C.E. 10-70

6802

PREPARED BY RICHARD J. LONG

Richard J. Long

Received of ATLANTIC CITY ELECTRIC COMPANY, a Corporation of the State of New Jersey, (the Grantee), One Dollar (\$1.00) and other good and valuable consideration, in consideration of which Gloucester New Communities Company Inc 8445

a corporation of the State of New Jersey, (the Grantor), hereby grants and conveys unto said Grantee, its successors and assigns forever, the right and easement to erect, construct and maintain a line or lines for the transmission of electric energy thereover for any and all purposes for which electric energy is now, or may hereafter be used, and a telegraph and telephone line or lines, and cable television service, with all necessary poles, wires, cables, fixtures and appliances, including guy wires, stubs, anchors and brace poles, through, over, upon Grantor's land and along the public highway or streets on which the Grantor's land adjoins or abuts. Situate in the Township of Woodwick, County of Gloucester, and State of New Jersey, being also known as Block 24, Lot 4, as shown on the Municipal Tax Map and bounded:

On the North by the lands of: Old Ferry Rd Other Lands of Gloucester New Communities Inc
On the East by the lands of: HARRY ZAPPALA
On the South by the lands of: Other Lands of Gloucester New Communities Inc Old Ferry Rd
On the West by the lands of: Auburn Rd Auburn Rd

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. 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.

In Witness Whereof, the Grantor has caused these presents to be signed by its officers and its corporate seal affixed hereto, this 30th day of February, 19 85

ATTEST:

Agnes Berklin
Secretary

Gloucester New Communities Inc
BY AKOS NAGY President

AKOS NAGY

NOTE: Secretary please affix corporate seal.

Easement is limited to the replacement and relocation of pole #56636 with the addition of one (1) anchor guy wire. Also the addition of an anchor guy wire on pole #56635 and all existing facilities. All additions & deletions made before signing: CED
QB.

BOOK 1517 PAGE 511

BOOK 1517 PAGE 512

STATE OF New Jersey
Gloucester COUNTY ss.

Be it Remembered, that on this 20th day of February 1985, before me, the subscriber, A Notary Public of New Jersey
personally appeared AKOS Nagy Pres of Gloucester New Communities Co. Inc
who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such company, made by virtue of the authority of its Board of Directors.

CHARLES E. GARRETT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires MAY 9, 1988

Charles E. Garrett

NOTE

Prothonotary or Clerk's Certificate not necessary when acknowledgments are taken by other than N. J. Officers, provided the seal of the Notary is affixed to the acknowledgment. Magistrates' acknowledgments, those of Alderman, Justice of the Peace, etc., not acceptable in New Jersey.

NOTE:

RETURN TO ATLANTIC CITY ELECTRIC COMPANY
P.O. BOX 1500
PLEASANTVILLE, NJ 08232

RECORDING DATA

REMARKS:

CA 38501 WO 138/50003

Division Gloucester

County Woolwich Twp.

Municipality WESTERN-S

Address

Name Gloucester New Communities Co. Inc

In compliance with the statute I have presented an abstract of the within to the assessor of the taxing district therein mentioned.

JOSEPH J. HOFFMAN
COUNTY CLERK

Received 10 June A.D. 1985
At 8:30 o'clock A.M.
and recorded in the Clerk's Office
of Gloucester County, at Woodbury
in book 1517 of DEEDS
page 511 &c

Joseph J. Hoffman
fa Clerk

RECEIVED
GLOUCESTER CO. CLERK'S OFFICE
JOSEPH J. HOFFMAN, CLERK
JUN 10 1985
11:18 AM
1/8/85 10/11/21/23/4/5/6 PM

DB1666-P217

Item No. 23

R/W No. 65068

Prepared by

Larry M. Knotts

66643

NEW JERSEY

RIGHT-OF-WAY AGREEMENT

This Right-of-Way Agreement is made this 22nd day of September, 1987,

GLOUCESTER NEW COMMUNITIES

between

Address: Village Center Drive

COMPANY, INC.

Swedesboro, New Jersey 08085

(hereafter "Landowner", the word meaning all of the persons named above), and Columbia Gas Transmission Corporation, 1700 MacCorkle Avenue, S.E., Post Office Box 1273, Charleston, West Virginia 25325-1273 (hereafter "Columbia"),

W I T N E S S E T H:

GRANT, That in consideration of the premises, and of Columbia's promise to pay Landowner, the sum of \$10.00 per linear rod of pipeline to be laid on the premises described below, Landowner grants and conveys unto Columbia, its successors and assigns, without warranty of title, the right to:

- (1) construct, maintain, operate, replace or alter the size of (anywhere* within the right-of-way area**), and remove or abandon a pipeline for transporting gas with associated fluids, and appurtenant facilities including cathodic protection and data acquisition facilities;
- (2) perform necessary pre-construction work; and
- (3) have ingress to and egress from the public road adjacent to the right-of-way, or otherwise subject to Landowner's consent.

--across and through Landowner's lands in Gloucester County, New Jersey, which lands are bounded and described as follows:

On the North by lands of other lands of Landowner,
On the East by lands of n/f Pennsylvania Reading Seashore Lines,
On the South by lands of Center Square Road,
On the West by lands of Auburn Road, and

containing _____ acres, more or less.

Tax Map reference (N.J.S.A. 45:15-2.1: Municipality of Woolwich Township, Block No. 4, Lot No. 4, Account No. _____,

or
_____ No property tax identification number is available on the date of this Agreement.

** described in the "Grant" provision in the Rider annexed hereto and made a part hereof.

RIGHT-OF-WAY AREA. After the post-construction clean-up following the pipeline construction, the right-of-way area shall be limited to a strip 50 feet wide, being 25 feet on each side of the center of the pipeline, unless and to the extent that the pipeline is installed nearer than 25 feet to a

* but subject to the minimum pipeline burial depth requirements hereinafter set forth

DB1666-218

not less than four (4) feet below the surface and otherwise

boundary of the premises, in which case the right-of-way area shall extend from the boundary on the near side to 25 feet on the other side of the pipeline.

TEMPORARY CONSTRUCTION EASEMENT. In addition to the right-of-way area as defined above, Landowner grants Columbia a temporary easement 25 feet wide, for the purpose of enabling Columbia to initially construct the pipeline more efficiently. Columbia shall pay for damage as set out in the paragraph below entitled "PAYMENTS FOR DAMAGE" and, if necessary, the paragraph below entitled "ARBITRATION OF DAMAGE".

LANDOWNER'S RIGHT OF POSSESSION. The pipeline, shall be buried, so as not to interfere with the cultivation of the land. Landowner may fully use and enjoy the premises, except for Columbia's rights under this Right-of-Way Agreement. However, Landowner shall not change the depth of cover over the right-of-way area as defined above, of any installed pipeline without the written consent of Columbia, and shall not place or permit to be placed any buildings, mobile homes, trees, or other obstructions on or over the right-of-way area of and installed line excluding roads, however.

PAYMENTS FOR DAMAGE. Columbia further agrees to promptly pay for any damage to fences, tile drains, timber, crops, and the like that may be caused by the construction, maintenance, replacement, alteration and removal of the pipeline and appurtenant facilities.

ARBITRATION OF DAMAGE. If the amount payable for damage under the preceding paragraph can not be mutually agreed upon, it shall be determined by a panel of three disinterested arbitrators. Landowner and Columbia shall appoint one each, and the two so appointed shall appoint the third. The award shall be by unanimous decision and shall be final and conclusive.

[See Rider attached hereto and made a part hereof for additional terms.]

SUCCESSORS. All rights and duties under this Right-of-Way Agreement benefit and bind Landowner and Columbia and their heirs, successors and assigns.

SIGNATURES. This Deed is signed (and, if signed by a corporation, signed and attested to by the corporation's proper corporate officers, with the corporate seal of the corporation affixed) as of the date at the top of the first page.

ATTEST (IF A CORPORATION):

A. E. Baird
Assistant Secretary

GLOUCESTER NEW COMMUNITIES COMPANY, INC.

By

A. L. Noy
President

DB1666-P219

COLUMBIA GAS TRANSMISSION CORPORATION

WITNESS
Larry M. Knotts
Assistant Secretary

By

[Signature]
Vice President

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

I certify that on September 19 1987, Susan E. Backstrom personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Assistant secretary of Gloucester New Communities Company, Inc., the corporation named as Landowner in the Agreement; (b) this person is the attesting witness to the signing of this Agreement by the proper corporate officer, who AKOS L. NABY is the President of the corporation; (c) this Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; (d) this person knows the proper seal of the corporation which was affixed to this Agreement; and (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on September 29, 1987.

My commission expires September 30, 1988.

Wanda K. Regan

Notary Public

WANDA K. REGAN

Notary Public, State of New York

No. 4914449

Qualified in New York County

Commission Expires September 30, 1988



DB1666-P220

STATE OF WEST VIRGINIA)

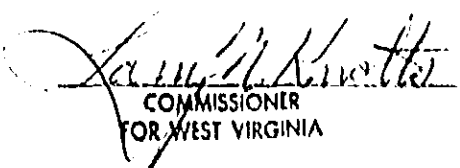
COUNTY OF KANAWHA)

On this the 22nd day of September, 1987, before me, Larry N. Knotts, the undersigned officer, personally appeared E. B. Calland, who acknowledged, himself to be a Vice President of COLUMBIA GAS TRANSMISSION CORPORATION, a Corporation, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as Vice President.

In witness hereof, I hereunto have set my hand and official seal.

My commission expires 7-19-95.

LARRY N. KNOTTS
Commissioner For The State of West Virginia
My Commission Expires July 19, 1995


COMMISSIONER
FOR WEST VIRGINIA

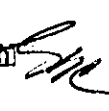
DB1666-P221

Rider to Right-of-Way Agreement
between
Gloucester New Communities Company, Inc.
and
Columbia Gas Transmission Corporation

- A. FOLLOWING ARE ADDITIONAL TERMS TO THE PROVISIONS IN THE PRINTED FORM TO BE ADDED TO THE TERMS THEREIN CORRESPONDING TO THE FOLLOWING HEADINGS:

GRANT. The location of the right-of-way area across Landowner's lands is presently illustrated on the following drawings, which Landowner and Columbia have approved and initialled: Columbia Gas Transmission Corporation Drawing H-26800, Sheet 2 of 5, last revised 8/7/87; and Drawing H-26800, Sheet 3 of 5, last revised 8/18/87

The parties expressly agree that the within grant is subject to the following conditions:

- 1) Not later than January 1, 1988, Columbia shall prepare at its sole cost and expense and shall provide to Landowner a metes and bounds description of the right-of-way area;
- 2) The foregoing metes and bounds description shall be consistent with the delineation of the right-of-way area more particularly described on the printed form of this Right-of-Way Agreement and the Rider; i.e., the right-of-way area shall not extend more than fifty (50) feet from the boundary of Center Square Road; on 
first portion 
- 3) If Columbia shall fail to prepare and deliver such metes and bounds description by January 1, 1988 then Landowner shall have the right to cause such description to be prepared at Columbia's cost and expense; and
- 4) Columbia agrees, promptly after January 1, 1988, to execute and deliver to Landowner a document, substantially in the form of this Right-of-Way Agreement and otherwise in recordable form, which describes the right-of-way area by such metes and bounds description.

TEMPORARY CONSTRUCTION EASEMENT. Such temporary construction easement shall extend seventy-five (75) feet from the nearest boundary of Center Square Road. Columbia agrees that, after initial installation of the pipeline, and after any subsequent repair, replacement, alteration and removal of the pipeline and appurtenant facilities, to promptly repair and restore, at Columbia's sole cost and expense, the surface areas of the lands under which the right-of-way area is located to the same condition in which they were prior to the performance of such work, and to remove any debris, stones and rocks resulting from the construction activity. The temporary construction easement granted herein shall automatically expire on December 1, 1987. If Columbia shall not have completed construction of the pipeline by such date, this Right-of-Way Agreement and the rights granted herein shall be, and shall be deemed to be, null, void and of no further force or effect. Notwithstanding the foregoing, if inclement weather shall prohibit Columbia from restoring the landscaping and from reseeding the right-of-way area, Columbia shall be permitted to, and shall, perform such restorative work as

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soon as reasonable in 1988.

PAYMENTS FOR DAMAGE. Columbia hereby agrees to indemnify and hold harmless ^{OWNER} Landowner for any claims made by Landowner's tenants or any other persons with respect to the construction, maintenance, replacement, alteration and removal of the pipeline and appurtenant facilities. *SM*

ARBITRATION OF DAMAGE. Any dispute arising with respect to the amounts payable for damage shall be arbitrated in New Jersey in accordance with the rules then obtaining of the American Arbitration Association, ^{if such} ~~if~~ *SM* association shall no longer exist, its successor organization. All arbitrators shall be selected within 60 days after either party hereto notifies the other that it disputes said amount, and any award shall be rendered within 120 days from said date. Each party shall bear the cost of its attorneys and witnesses involved in the arbitration and the party not prevailing in the arbitration shall bear the cost of such arbitration.

RIGHT OF WAY AREA. The strip constituting the right-of-way area shall run parallel, at a depth not to exceed fifty (50) feet, with the nearest boundary line of Center Square Road. Columbia shall not use or enter on any lands beyond the boundaries of the right-of-way area, including ingress to and egress from the right-of-way area, without the consent of Landowner. The right of way granted herein is non-exclusive and is expressly subject to the right of Landowner, its agents, invitees and employees, to enter upon the right-of-way area for ingress to and egress from other lands of Landowner.

B. FOLLOWING ARE ADDITIONAL TERMS TO THE PROVISIONS IN THE PRINTED FORM:

TERM. The rights and easements granted herein shall continue and endure only so long as Columbia continues to use the pipeline to be located in the right-of-way area for the conducting of gas and associated fluids.

CONSIDERATION. Landowner and Columbia confirm that, in addition to the payment by Columbia to Landowner of consideration of \$10.00 per linear rod of piping, as further consideration for the granting of the within right-of-way and other lands of Landowner being granted to Columbia contemporaneously herewith, Columbia is delivering to Landowner the sum of \$25,167 simultaneously with its execution and delivery of this Agreement. Columbia acknowledges that the payment of such sum to Landowner is in addition to and not in lieu of any payments made by Columbia with respect to the indemnification set forth above.

GOVERNMENTAL APPROVALS. Columbia shall obtain, at its sole cost and expense, the approval of all governmental authorities having jurisdiction over the right-of-way area which may be a prerequisite to the construction, maintenance, replacement, alteration or removal of the pipeline and appurtenant facilities.

RIGHTS SUBJECT. The rights granted herein are subject and subordinate to any rights, grants, covenants or agreements existing on the date hereof and affecting the right-of-way area.

DB1666-P223

REPAIRS. Columbia hereby agrees to maintain and keep the pipeline and appurtenant facilities in good order and repair, at Columbia's sole cost and expense. Columbia agrees to give Landowner reasonable notice prior to entering upon the right-of-way area to perform any maintenance, replacements, repairs or alterations, to the pipeline or appurtenant facilities and to perform the foregoing in a manner which will not interfere with Landowners use of the lands adjacent to the right-of-way area.

NOTICE. All notices given hereunder shall be in writing and shall be given by delivery to the parties at the addresses given above, or such new address as either parties shall provide by notice given herein, by Certified Mail, Return, Receipt deposit in to the U.S. Postal Service with postage prepaid, or by "overnight" delivery service, with prepaid voucher and receipt acknowledged. Notice shall be deemed given three (3) days after deposit into the U.S. Postal Service, as aforesaid, or 24 hours after delivery to such delivery service.

LENGTH. The parties agree that the total length of the pipeline being installed pursuant to this Right-of-Way Agreement is 98 linear rods.

LANDOWNER VERIFICATION. Columbia agrees to notify Landowner when construction of the pipeline commences and to permit access to the construction site to enable Landowner's engineers to verify that the placement of the pipeline is within the right-of-way area granted herein.

081566-P224

STATE OF _____, COUNTY OF _____, SS:
Be it remembered, that on this _____, 19____, before me, the
subscriber, a Notary Public, personally appeared _____
who, I am satisfied, is/are Landowner(s) named in and who executed the foregoing
Right-of-Way Agreement; and he/they did severally acknowledge that he/they signed,
sealed and delivered the same as his/her/their act and deed for the uses and purposes
therein expressed.
My commission expires _____, 19____.

Notary Public

STATE OF _____, COUNTY OF _____, SS:
I certify that on _____, 19____, _____
personally came before me and this person acknowledged under oath, to my satisfaction,
that: (a) this person is the _____ secretary of _____
the corporation named as Landowner in this Agreement;
(b) this person is the attesting witness to the signing of this Agreement by the proper
corporate officer, who is _____, the
President of the corporation; (c) this Agreement was signed and delivered by
the corporation as its voluntary act duly authorized by a proper resolution of its Board
of Directors; (d) this person knows the proper seal of the corporation which was affixed
to this Agreement; and (e) this person signed this proof to attest to the truth of these
facts.
Signed and sworn to before me on _____, 19____.
My commission expires _____, 19____.

Notary Public

RECORDED
GLOUCESTER COUNTY
0700 PM 1987

87 25462

Cd# 31700265
Consideration \$950.00
Item No. 23

R/W No. 65068

Line No. 10345

Town Woodville Twp.

County Gloucester

Work Order No. 31-107-5771-6612-1081

LER/W Representative Larry N. Knotts

NEW JERSEY RIGHT-OF-WAY

dated September 22, 1987

from GLOUCESTER NEW COMMUNITIES
COMPANY, INC.

to COLUMBIA GAS TRANSMISSION CORPORATION

RECORDED ON _____, 19____

Book _____, page _____

in _____ COUNTY, NEW JERSEY

(signed) _____

County Clerk [or Recorder]

When recorded, return to--

Mr. M. C. McCullough
Columbia Gas Transmission
P. O. Box 498
Washington, PA 15301

HLS4804

Corp. -Deed of Easement A.C.E. 10-70

461

Prepared By: _____

Received of ATLANTIC CITY ELECTRIC COMPANY, a Corporation of the State of New Jersey, (the Grantee), One Dollar (\$1.00) and other good and valuable consideration, in consideration of which Gloucester New Communities Company, Inc.

017771

a corporation of the State of New Jersey, (the Grantor), hereby grants and conveys unto said Grantee, its successors and assigns forever, the right and easement to erect, construct and maintain a line or lines for the transmission of electric energy thereover for any and all purposes for which electric energy is now, or may hereafter be used, and a telegraph and telephone line or lines, and cable television service, with all necessary poles, wires, cables, fixtures and appliances, including guy wires, stubs, anchors and brace poles, through, over, upon Grantor's land and along the public highway or streets on which the Grantor's land adjoins or abuts. Situate in the TOWNSHIP

of Woolwich, County of Gloucester, and State of New Jersey,

being also known as Block 3, Lot 7, as shown on the Municipal Tax Map and bounded: Bk 3 Lot 7 Bk 4 Lot 4

On the North by the lands of: FARRELL & MALCOLM, PETRIKIN Auburn Road

On the East by the lands of: High Hill Road Gloucester New Comm Co

On the South by the lands of: Auburn Road OLD FERRY ROAD

On the West by the lands of: OLD FERRY 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. 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.

In Witness Whereof, the Grantor has caused these presents to be signed by its officers and its corporate seal affixed hereto, this 27th day of December, 19 88

ATTEST:

Susan E. Backstrom
Secretary
SUSAN E. BACKSTROM

Gloucester New Communities Co., Inc.
BY A.L. Nagy President

NOTE: Secretary please affix corporate seal.

Prepared By H.V. Sullivan:

H.V. Sullivan

DB1881-2302

DB1881-P303

STATE OF New Jersey
Gloucester COUNTY }

Be it Remembered, that on this 22nd day of December 1958, before me, the subscriber, Notary Public of New Jersey
personally appeared Akos J. Vagstad of Gloucester New Communities

who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such company, made by virtue of the authority of its Board of Directors.

Jacqueline A. Elger
JACQUELINE A. ELGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 9, 1962

NOTE

Prothonotary or Clerk's Certificate not necessary when acknowledgments are taken by other than N. J. Officers, provided the seal of the Notary is affixed to the acknowledgment. Magistrates' acknowledgments, those of Aldermen, Justice of the Peace, etc., not acceptable in New Jersey.

NOTE:

RETURN TO ATLANTIC CITY ELECTRIC COMPANY
P.O. BOX 1500
PESANTVILLE, NJ 08232

RECORDING DATA

REMARKS:

CA 20901 WO 120/90002

Division Western-S

County Gloucester

Municipality Township of Woolwich

Address

Name Gloucester New Communities Inc.

RECORDED
GLOUCESTER COUNTY
89 JUN 15 AM 9:41
Spencer H. H. H.
COUNTY CLERK

89 79167

20.55 P

082876-P200
MEMORANDUM OF SERVICE AGREEMENT

019200

This Memorandum of Service Agreement is to be recorded to give notice of a Service Agreement ("Service Agreement") for the provision of sewer service and water service among Summit Ventures, L.L.C. ("Summit"), Consumers New Jersey Water Company ("Consumers") and Gloucester New Communities Company, Inc. ("GNCC") dated as of May 8, 1998.

GNCC and Summit have entered a certain option and sale agreement dated as of August 7, 1997 whereby Summit will undertake to develop or cause to be developed a 4,500 residential unit development located on the premises as depicted on the map titled Weatherby, Woolwich Township, Gloucester County, New Jersey, Lands under Contract to Purchase by Summit Ventures, L.L.C. dated July 3, 1997 as prepared by Vincent R. Mariani attached hereto ("Premises"). Under the Service Agreement, Consumers agrees to provide water service and sewer service to the Premises. The terms and conditions of the Service Agreement are incorporated herein by reference, and a copy of the Service Agreement is available for review at the administrative offices of Consumers located at 10 Black Forest Road, Hamilton, New Jersey 08691. This memorandum is being recorded in lieu of recording the full Service Agreement, however, all the terms and conditions of are incorporated herein by reference as if the same were set for the herein at length.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, or caused these presents to be signed by its proper corporate officers the day and year appearing next to their signatures.

SIGNED AND AGREED BY:

Attest/Witnessed by:

Date Signed:

SUMMIT VENTURES, L.L.C.

WJ Boare

5/8/98

By: Kenneth E. Schatz
KENNETH E. SCHATZ

CONSUMERS NEW JERSEY WATER
COMPANY

Sharon E. Schulman

5/12/98

By: Sharon E. Schulman
SHARON E. SCHULMAN, PRESIDENT

GLOUCESTER NEW COMMUNITIES
COMPANY, INC.

WJ Boare

5/8/98

By: Akos L. Nagy
AKOS L. NAGY, PRESIDENT

SEE MAP # 2927

DB2876-P201

SCHEDULE A

Description of the Premises

DB2876-P202

ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF MERCER

I CERTIFY that on May 8, 1998,

Kenneth **I**. Schatz personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as a member of **SUMMIT VENTURES L.L.C.**, the entity named in this instrument; and,
- (c) executed this instrument as the act of **SUMMIT VENTURES L.L.C.**



Notary Public
Attorney at Law
State of NJ

DB2876-P203

ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF MERCER

I CERTIFY that on May 8, 1998,

Sharon E. Schulman personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as President of **CONSUMERS NEW JERSEY WATER COMPANY**, the entity named in this instrument; and,
- (c) executed this instrument as the act of **CONSUMERS NEW JERSEY WATER COMPANY**



Notary Public

Attorney at Law
State of N.J.

DB2876-P204

ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF MERCER

I CERTIFY that on May 8, 1998,

Akos L. Nagy personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as President of **GLOUCESTER NEW COMMUNITIES COMPANY, INC.**, the entity named in this instrument; and,
- (c) executed this instrument as the act of **GLOUCESTER NEW COMMUNITIES COMPANY INC.**

WJ Bowe

Notary Public

*Attorney at Law
State of NJ*

DB2876-P205

MEMORANDUM OF SERVICE AGREEMENT

Dated as of May 8, 1998

among

SUMMIT VENTURES, L.L.C.

AND

CONSUMERS NEW JERSEY WATER COMPANY

AND

GLOUCESTER NEW COMMUNITIES COMPANY, INC.

Michael J. Palumbo, Esquire
LeBoeuf, Lamb, Green & MacRae, L.L.P.
One Riverfront Plaza
Newark, New Jersey 08816

67102

Michael J. Palumbo

98 MAY 18 AM 11:31

RECEIVED
GLOUCESTER

98 15242

59.00 P

DOCKET# 40073

Type: EAS
PAGES: 3

JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 27760 10:13:43 A.M.

05/14/2003
DB 3592 1

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.

35.000

RECORD & RETURN TO:

Connecticut
5100 Harding Hwy
Mayo Landing NJ
08330

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

A.C.E. 10-70

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 4th day of April, 2003, between **GLOUCESTER NEW COMMUNITIES COMPANY, INC.**, a corporation of the state of **New Jersey** ("GRANTOR") and ATLANTIC CITY ELECTRIC COMPANY, a New Jersey Corporation with an office located at 5100 Harding Highway, Mays Landing, New Jersey 08330, 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 Woolwich**, County of **Gloucester**, and State of New Jersey, being also known as Block 4, Lot 4, as shown on the Municipal Tax Map and bounded:

On the North by the lands of: n/f Gloucester New Communities Company, Inc.

On the East by the lands of: Pennsylvania Reading Seashore Lines

On the South by the lands of: Old Ferry Road

On the West by the lands of: Auburn 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 has signed and sealed this deed the day and year first above written.

ATTEST: (AFFIX CORPORATE SEAL)

CORPORATE GRANTOR:

Jackie Elder

By: AKos L. Nagy (SEAL)

Type Name: Jackie Elder

Type Name: AKos L. Nagy

Title: Assistant Secretary

Title: President

STATE OF New Jersey
COUNTY OF Gloucester

)
SS
)

BE IT REMEMBERED, That on the 4th day of April, 2003, before me, a
AKos L. Nagy, personally appeared
_____ of

who I am satisfied is the person who has signed the within instrument and acknowledged the said instrument to be the act and deed of the said Corporation; that the seal thereto affixed is its common and corporate seal; and that this acknowledging, executing, and delivering the same was duly authorized by a resolution of the Board of Directors of the said Corporation.

Notary Seal/Stamp Here

Laurie Morris

LAURIE MORRIS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 16, 2007

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

DOCKET# 6862

Type: EAS
PAGES: 4

JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT# 5181 01:50:40 P.M.

02/03/2004
DB 3724 328

GLOUCESTER COUNTY RECORDING DATA PAGE

PLEASE DO NOT DETACH THIS PAGE FROM THE ORIGINAL
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IS PART OF THE PERMANENT RECORD.

(3pp)
E
RECORD & RETURN TO:

*N.G. Campo Esq.
28 Cooper St
Wdby N 08096*

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

ROAD EASEMENTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned

Gloucester New Communities Co., Inc.

Village Center Drive, Ste. 210

Swedesboro, NJ 08085

hereinafter called "**Grantor**",

in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate unto the County of Gloucester, a political subdivision of the State of New Jersey, whose mailing address is North Broad Street, Woodbury, NJ 08096, its successors, assigns and designees, a perpetual easement across the grantor's lands for road widening purposes, including for the construction, maintenance, installation and repair of a public road, said easement to include but not limited to the right to enter onto the hereinafter described lands to install, construct, maintain, alter, repair, keep in good condition and/or make any other changes and/or access as determined by the County, a public road, utilities, other uses as determined by the County and also including any and all appurtenances necessary and incidental thereto as determined by the County, said easement and the rights hereunder shall run with the land and are binding upon the Grantor, its successors, successors in title, assigns and designees, and shall inure to the benefit of the Grantee, its successors, successors in title and assigns. Said easement being in the Township of **Woolwich**, County of *Gloucester*, State of *New Jersey*, and described as follows:

Beginning at a point formed by the intersection of the existing Southeasterly right-of-way line of Auburn Road (C.R. 551) with the existing Northeasterly right-of-way line of Center Square Road (C.R. 620) and extending from the described point of beginning; thence

- 1) Along the existing Southeasterly right-of-way line of Auburn Road, North 50 degrees 52 minutes 04 seconds East, a distance of 622.47 feet to a point in the division line common to Lots 3 and 4, Block 4; thence
- 2) Along said division line South 70 degrees 49 minutes 50 seconds East, a distance of 22.63 feet to a point; thence
- 3) Along the proposed Southeasterly right-of-way line of Auburn Road, running parallel to and 44.00 feet distant from the centerline thereof, South 50 degrees 52 minutes 04 seconds West, a distance of 556.02 feet to a point of proposed connecting curve; thence
- 4) Along said connecting curve curving to the left in a Southeasterly direction, having a Radius of 30.00 feet, with an interior angle of 114 degrees 34 minutes 50 seconds, and an Arc length of 59.99 feet, to a point of tangency in the proposed Northeasterly right-of-way line of Center Square Road; thence
- 5) Along the proposed Northeasterly right-of-way line of Center Square Road, South 63 degrees 42 minutes 46 seconds East, a distance of 559.39 feet to a point; thence
- 6) Running parallel to and 44.00 feet distant from the centerline of Center Square Road, South 68 degrees 04 minutes 55 seconds East, a distance of 399.61 feet to a point of curvature; thence
- 7) Along a curve turning to the Left having Radius of 886.00 feet, an Arc length of 254.18 Feet and interior angle of 16 degrees 26 minutes 15 seconds to a point of tangency; thence
- 8) Along the proposed right-of-way line, South 84 degrees 31 minutes 10 seconds East, a distance of 281.96 feet to a point in the Westerly line of Pennsylvania Reading Seashore Lines; thence
- 9) Along said line South 00 degrees 17 minutes 40 seconds East, a distance of 19.35 feet to a point in the existing right-of-way line of Center Square Road; thence
- 10) Along the existing right-of-way line of Center Square Road, North 84 degrees 31 minutes 10 seconds West, a distance of 414.66 feet to a point of curvature; thence
- 11) Along the same North 68 degrees 04 minutes 55 seconds West, a distance of 538.26 feet to a point; thence
- 12) North 63 degrees 48 minutes 00 seconds West, a distance of 630.36 feet to the point and place of beginning.

HEREINABOVE described Road Easement, dedicated to Gloucester County, containing 1.01 Ac. is graphically shown on the plan entitled PLAN OF MINOR SUBDIVISION, PLATE 3, BLOCK 4, LOT 4, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 9/18/03 and revised 12/08/03. CES #1906-14.

BEING part of the same land and premises conveyed to Gloucester New Communities Co., a New Jersey Corporation, by Deed from Joseph Grasso and Lena Grasso, h/w by Deed dated October 1, 1974 and recorded on October 3, 1974 in the Gloucester County Clerk's Office in Book 1271 of Deeds at Page 199.

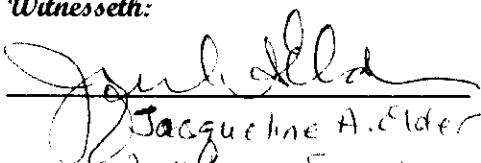
Being File No. WO-0274 in the Gloucester County Planning Department.

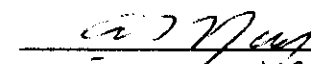
Together with the rights to all things necessary or incidental to effectuate the grant of the rights conveyed hereunder.

In Witness Whereof, the Grantor(s) has hereunto set his/her hand and seal on this 28th day of January, 2004. If the Grantor is a corporation, the proper Corporate Officer has signed herein and has caused its proper corporate seal to be affixed hereto.

Gloucester New Communities Co.

Witnesseth:


Jacqueline A. Elder
Assistant Secretary

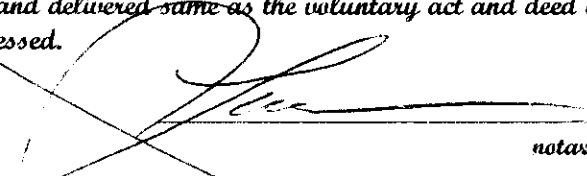

By: AKOS L. NAGY
Title: President

STATE OF NEW JERSEY

ss:

COUNTY OF GLOUCESTER

BE IT REMEMBERED that on this 28th day of Jan, 2004, personally before me appeared the Grantor, Gloucester New Communities, Co., By: Jacqueline A. Elder who is the Asst. Secretary of the Corporation, and I am satisfied that he/she is the person authorized to sign the within instrument, and that he/she signed, sealed and delivered same as the voluntary act and deed of the Corporation, for the use and purposes herein expressed.


notary

LAURIE MORRIS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 16, 2007

ROAD EASEMENTS

Dated: 1/28, 2004

Gloucester New Communities Co.

TO

County of Gloucester

Prepared by:
Thomas G. Campo, Esquire
28 Cooper Street
Woodbury, NJ 08096
(856) 848-3638

Record and Return to:

CLERK OF THE BOARD
Gloucester County Freeholders' Office
1 N. Broad Street
Woodbury, NJ 08096



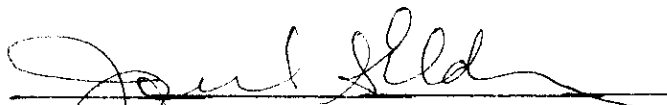
DOCKET# 6862 DB 3724 P 331

STATE OF NEW JERSEY :

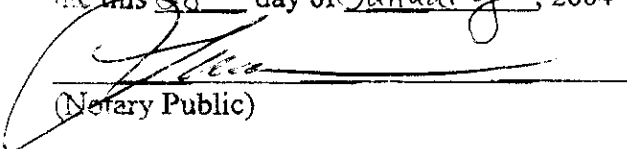
S.S.

COUNTY OF Gloucester :

BE IT REMEMBERED, that on January 28, 2004, before me, the undersigned authority, personally appeared Jacqueline A. Elder, who being by me duly sworn, and on his/her oath says that he/she is the Assistant Secretary of GLOUCESTER NEW COMMUNITIES COMPANY, INC., the Company within named, and that AKOS L. NAGY is the President; that deponent knows the common or corporate seal of said Corporation and that the seal annexed to the within instrument is such common or corporate seal; that the said instrument was signed by the said President and the seal of said Corporation affixed thereto in the presence of deponent; that said instrument was signed, sealed and delivered as and for the voluntary act and deed of said Corporation for the uses and purposes therein expressed, pursuant to a resolution of the Board of Directors of said Corporation; and at the execution thereof, this deponent subscribed his/her name thereto as witness.


Jacqueline A. Elder

Sworn and subscribed to before
me this 28th day of January, 2004


(Notary Public)

LAURIE MORRIS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 16, 2007

DOCKET# 14896

Type: EAS
PAGES: 31

JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 11371

10:49:15 A.M.

03/11/2004

DB 3741 204

GLOUCESTER COUNTY RECORDING DATA PAGE

PLEASE DO NOT DETACH THIS PAGE FROM THE ORIGINAL
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IS PART OF THE PERMANENT RECORD.

330 p

RECORD & RETURN TO:

*New Jersey Title Agency
15 S. Main St.
Woodstown NJ 08098*

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

WS-14530

Record and return to:
Edward A. Penberthy, Esq.
Ballard Spahr Andrews & Ingersoll, LLP
Plaza 1000-Suite 500
Main Street
Voorhees, New Jersey 08043-4636

Prepared by:

Edward A. Penberthy
Edward A. Penberthy, Esquire

**CROSS-ACCESS, UTILITY, SIGNAGE, LANDSCAPING AND DRAINAGE
EASEMENT**

THIS EASEMENT AGREEMENT (hereinafter the "Easement Agreement") is entered into this 5th day of March, 2004,

BETWEEN: **GLOUCESTER NEW COMMUNITIES COMPANY, INC.**, a New Jersey corporation having an office at Village Center Drive, Suite 210, Swedesboro, New Jersey 08085,

hereinafter referred to as "GNCC,"

SUMMIT VENTURES, L.L.C., a New Jersey limited liability company having an office located at 1920 Frontage Road, Suite 107-Landmark II, Cherry Hill, New Jersey 08034

hereinafter referred to as "Summit,"

AND: **FRANKLIN SAVINGS BANK, S.L.A.**, a Savings and Loan Association having an office at 1179 Route #40, Woodstown, New Jersey 08098,

hereinafter referred to as "Franklin."

W I T N E S S E T H

WHEREAS, GNCC is the owner of certain real property to be shown on the Tax Map of the Township of Woolwich as Block 4, Lots 3 and 4 and described on Schedule A attached hereto (the "GNCC Property"); and

WHEREAS, Franklin is the owner of certain real property to be shown on the Tax Map of the Township of Woolwich as Block 4, Lot 4.01, described on Schedule B attached hereto (the "Franklin Property"), which lot 4.01 was subdivided from the lands previously known as Lot 4 of Block 4 on the Tax Map and owned by GNCC. The Franklin Property was deeded from GNCC to Franklin by Deed dated even date herewith to be recorded in the Gloucester County Clerk's Office prior to the recording of this Easement Agreement; and

WHEREAS, Summit is the developer and contract purchaser of the GNCC Property by virtue of an Option and Sale Agreement dated August, 1996, as amended; and

WHEREAS, Franklin intends to develop the Franklin Property for use as a bank. Summit intends to develop the GNCC Property consistent with the Town Center zone and

Summit's General Development Plan approval. Franklin and Summit intend that the uses of both properties may share in common the access roads, utilities, landscaping, signage and drainage facilities to be constructed to service the properties.

NOW, THEREFORE, the parties to this Easement Agreement, in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, agree and covenant as follows:

1. Recitals. The Recitals set forth above are hereby incorporated in and made part of this Easement Agreement.
2. GNCC Easement Area. GNCC hereby grants and conveys to Franklin, its successors and assigns, an easement on the portions of the GNCC Property described on Schedule C attached hereto (Access Easement #1 Over Lot 4 Block 4 and Access Easement #2 Over Lot 4 Block 4) (the "GNCC Easement Area") for installation and maintenance of vehicular and pedestrian access, utilities, signage, landscaping, grading, drainage, and stormwater management facilities under terms and conditions more specifically described below. The easement on the GNCC Easement Area shall also be for the benefit of Summit, as developer, and the owners of future lots to be subdivided from the GNCC Property ("Future Lot Owners"), and Franklin accepts and acknowledges that the easement granted hereunder is subject to the rights of the Future Lot Owners to have access to their properties, connect to utilities and, if required by Summit, to share signage with Franklin.
3. Franklin Easement Area. Franklin hereby grants and conveys to GNCC, Summit and the Future Lot Owners, their successors and assigns, an easement on the Franklin Property for installation and maintenance of vehicular and pedestrian access, utilities, signage, landscaping, grading, drainage and stormwater management facilities which may be required in connection with the future development of the GNCC Property under terms and conditions more specifically described below. This easement area shall be located on a portion of the Franklin

Property which shall be shown on the Franklin Property site plan as an access and utility easement (the "Franklin Easement Area").

4. Franklin Site Plan. Franklin shall provide GNCC and Summit with its site plan prior to submitting it for approval to any governmental authorities. GNCC and Summit shall have ten (10) days from the date of submission to review and approve or disapprove of the site plan. It is understood by the parties that the rights and obligations granted in this Easement Agreement to GNCC with regard to review and approval of plans, installation and maintenance of improvements, and general matters relating to the development of the GNCC Property may be implemented by Summit. The site plan shall show the vehicular and pedestrian access easement, utility easement, signage easement, landscaping easement, if any, grading and shared stormwater management easements described in Paragraph 3 above. The site plan will show the locations of the GNCC easements described in paragraph 2. GNCC's and Summit's approval of the site plan shall not be unreasonably withheld. Any failure of GNCC and Summit to respond with comments to the site plan within ten (10) days shall be considered an approval of the site plan as submitted. If Summit or GNCC does not approve the site plan, it shall advise Franklin of the reasons for its objections and present Franklin with alternatives acceptable to Summit or GNCC respectively. A revised site plan shall then be submitted incorporating the acceptable alternatives provided such alternatives do not unreasonably interfere with Franklin's use of the Franklin Property for a bank. Franklin shall provide GNCC and Summit with copies of all engineer review letters and revisions to the site plan required by governmental authorities or submitted by Franklin. Franklin will provide GNCC and Summit with the final approved site plan.

5. Changes to Franklin Site Plan. Franklin agrees that it must submit any proposed changes to any approved site plans, landscaping and architectural plans to Summit and GNCC

for approval. Franklin agrees that before any changes not shown on the approved plan will be effective, Franklin must first procure Summit's and GNCC's reasonable approval of the design, plans and specifications. In the event Franklin desires to make any changes, they agree they will not do so unless they first obtain Summit's and GNCC's written consent, which consent shall be given at Summit's and GNCC's reasonable discretion. Technical revisions required by the Planning Board of the Township of Woolwich or the Gloucester County Planning Board and not adversely changing or impacting the appearance of the Franklin Property shall not require Summit's or GNCC's approval. In all cases, Summit and GNCC agree that their approval shall not be unreasonably withheld or delayed. Summit and GNCC agree to respond to all submissions within ten (10) days of receipt and failure to respond shall be a waiver of Summit's and GNCC's right of review.

6. Installation of Improvements. Franklin shall, at its sole cost and expense, install the access roads, internal driveways, utilities, signage, landscaping, grading, drainage and stormwater management facilities required to service Franklin's Property. It shall pay for all legal, engineering and governmental permitting expenses associated with the improvements to be constructed. All improvements shall be in accordance with the approved site plan and the parties agree to file a copy of the site plan showing the location of the easements through a supplemental easement amendment filed with the Gloucester County Clerk's Office. Franklin shall bond the improvements with the Township and County and complete same to the satisfaction of the Township and the County.

7. Routine Maintenance. Franklin, at Franklin's sole cost and expense, shall perform or cause to be performed all routine maintenance within the Franklin Easement Area and the GNCC Easement Area, including without limitation, the removal of all snow, ice, debris,

filth and refuse to the extent reasonably necessary to keep the Franklin Easement Area and GNCC Easement Area in a safe, clean and orderly condition. This obligation is subject to the provisions of Paragraph 17.

8. Access Area Improvements. GNCC grants to Franklin a non-exclusive easement through, upon and under the GNCC Easement Area for the purposes of installing, inspecting, maintaining and repairing the access roadways, internal driveways, curbing, storm drainage facilities, grading and landscaping required along the roadways which are located in the GNCC Easement Area (the "Access Area Improvements"). The rights granted herein include the right to enter and re-enter upon the GNCC Easement Area from time to time by Franklin's agents, servants, contractors, tenants, subtenants and employees on foot and with vehicles and machinery, for the purpose of installing, inspecting, maintaining and repairing the Access Area Improvements, subject to any required governmental approvals, and the further right to remove trees, bushes, shrubs, undergrowth and other obstructions interfering with the Access Area Improvements. The rights granted hereunder shall include the right for Franklin to enter upon the GNCC Easement Area along the County roads to construct and maintain any County right of way improvements required by its approvals. Franklin shall install the Access Area Improvements at its sole cost and expense.

9. Franklin Access Easement. Franklin grants and conveys to GNCC, Summit and Future Lot Owners, their successors and assigns, a non-exclusive easement on the Franklin Easement Area for pedestrian and vehicular access to their properties by use of the Access Area Improvements to be constructed by Franklin.

10. Utility Facilities. GNCC grants and conveys to Franklin a non-exclusive water, sewer, gas and electric easement through, upon, and under the GNCC Easement Area (the

“Utility Easement”). The Utility Easement is granted for the construction, use, alteration, maintenance, repair and replacement of sanitary sewer, water, gas and electric facilities, and all related pipes, valves, manholes, and all other equipment necessary for sanitary sewer, water, electric and gas services (collectively the “Utility Facilities”) located within the GNCC Easement Area, in accordance with and subject to obtaining all required governmental approvals and in accordance with all applicable laws, rules, regulations, orders and ordinances pertaining to the installation and construction of the Utility Facilities or their operation. Franklin shall install such improvements, at Franklin’s sole cost and expense.

11. Franklin Utility Easement. Franklin acknowledges the rights of GNCC, Summit and Future Lot Owners, their successors and assigns, at their sole cost and expense, to connect to the Utility Facilities to be installed by Franklin and grants an easement to GNCC, Summit and Future Lot Owners on and under the Franklin Easement Area for the purposes described in Paragraph 9 above.

12. Sign Easement. GNCC grants a non-exclusive easement to Franklin to install a freestanding sign (or signs, if approval for more than one sign is granted) within the GNCC Easement Area (the “Sign Easement”). The sign(s) shall be expressly approved by the Planning Board of the Township of Woolwich and by GNCC and Summit. Franklin agrees that it will maintain said sign(s) in good condition and repair.

13. Landscaping Easement. GNCC grants an easement to Franklin to install landscaping within the GNCC Easement Area (the “Landscaping Easement”). The parties agree that Franklin, at Franklin’s sole cost and expense, shall be responsible for the landscaping obligations, if any, required by the Woolwich Township Planning Board or any other governmental agency having jurisdiction over the development of the property located within the

Franklin Easement Area and GNCC Easement Area and shall install, maintain and replace any trees, bushes, shrubs or other plants or vegetation as required by the Woolwich Township Planning Board or said other body.

14. Drainage Easement. GNCC does hereby grant and convey unto Franklin a non-exclusive easement over, under and upon the premises described in Schedule D (Temporary Drainage Easement Over Lot 4 Block 4) (the "Drainage Easement") to build a temporary detention basin together with such headwalls, culverts, pipes, inlets and related storm water management facilities located on the GNCC Property (herein collectively the "Drainage Facilities") as may be shown on a drainage plan to be prepared by Franklin and as approved by the Woolwich Township Planning Board. The Drainage Facilities on the GNCC Property and the Franklin Property shall be installed at Franklin's sole cost and expense. The purpose of the Drainage Facilities is to control and detain stormwater runoff from the GNCC Property, the Franklin Property and any County road improvements that may be installed pursuant to any approved plan. GNCC hereby grants unto Franklin, its successors and assigns, the right to enter upon the Drainage Easement for the construction, installation and maintenance of the Drainage Facilities subject to Franklin procuring all required governmental approvals and permits necessary for the construction and operation of the Drainage Facilities in accordance with an approved drainage plan. All work shall be undertaken by Franklin in accordance with all applicable law, rules, regulations, orders and ordinances, and shall be completed by Franklin within thirty (30) months from the date of this Agreement. Upon completion of the work, Franklin shall provide GNCC and Summit with a copy of an "as-built" survey showing the location of the Drainage Facilities within the Drainage Easement. Franklin shall be responsible for the cost of the ordinary and necessary maintenance of the Drainage Facilities in order to keep

same in a reasonable functioning condition. Subject to the provisions of Paragraph 16 or the occurrence of a Trigger Event as provided in Paragraph 17, Franklin shall be solely responsible for maintenance of the Drainage Facilities.

15. Reservation of Right to Use and Relocation of Drainage Facilities. GNCC and Summit, their successors and assigns, retain and reserve to themselves and their employees, tenants, subtenants, invitees, licensees and agents, the right to use the Drainage Easement for any other purpose not inconsistent with the grant of the easement to install, construct and maintain the Drainage Facilities including, but not limited to, any other easements that may be within the Drainage Easement. GNCC and Summit's reservation of use shall also include the right of GNCC or Summit to relocate the Drainage Facilities, including the stormwater basin, to such other location on the GNCC Property as GNCC or Summit reasonably determines (the "Relocated Drainage Facilities"), subject to GNCC or Summit securing all required and necessary governmental permits and approvals for the construction of the Relocated Drainage Facilities prior to their relocation. GNCC or Summit shall be responsible, at GNCC or Summit's sole cost and expense, for all costs incurred arising from the construction, installation, and restoration of the Relocated Drainage Facilities, including, but not limited to, the costs for restoring the Drainage Easement and relocating the stormwater management pipes and connections from the Drainage Easement and Drainage Facilities into the Relocated Drainage Facilities, all without any significant interruption to Franklin's use and benefit of the stormwater management system created by this Easement.

16. Relocated Drainage Facilities Expenses. In the event GNCC or Summit relocates the Drainage Facilities pursuant to Paragraph 15 above, GNCC or Summit shall assume all rights and responsibilities for the construction, installation, maintenance, repair and restoration of the

Relocated Drainage Facilities. GNCC or Summit shall bill Franklin for Franklin's proportionate share of maintenance costs in accordance with the following formula: Franklin's pro rata cost shall be determined by dividing the total area of impervious surface located on Franklin's Property by the total impervious surface located on both the GNCC Property and the Franklin Property (excluding any area associated with County road improvements), that drains into the Drainage Facilities. The allocation of impervious surface draining into the Drainage Facilities shall be based upon the final approved site plan and construction plans for the development of the Franklin Property and the GNCC Property. Any dispute as to the allocation of maintenance costs between the parties hereto shall be resolved by arbitration in accordance with the Rules of the American Arbitration Association in the County of Gloucester, whose determination as to the percentage of impervious coverage utilizing the Drainage Facilities and associated maintenance costs reasonableness and allocation shall be binding. Maintenance costs of the basin, whether it is temporary or permanent, shall be exclusive of (1) any property maintenance, administrative or management fees incurred or imposed by GNCC or Franklin; (2) maintenance costs incurred for areas of the GNCC Property and the Franklin Property outside the GNCC Easement Area or the Franklin Easement Area; or (3) services rendered by or on behalf of Franklin or GNCC that are unrelated to the GNCC Easement Area or the Franklin Easement Area.

17. Trigger Event. Until such time as GNCC, Summit, any Future Lot Owner, their successors or assigns, procures a building permit to construct building improvements on any portion of the GNCC Property, which shall hereinafter be referred to as a "Trigger Event," Franklin shall remain responsible for the maintenance of the Access Area Improvements, Utility Facilities, Drainage Facilities, Signage and Landscaping within the GNCC Easement Area and Franklin Easement Area. Upon the occurrence of a Trigger Event, GNCC or Summit, their

successors and assigns, shall assume the responsibility of maintaining all of the Access Area Improvements, Utility Facilities, Drainage Facilities, Signage and Landscaping within the GNCC Easement Area and Franklin will thereafter pay GNCC or Summit on a monthly basis a percentage share of the maintenance costs determined as a percentage calculated by dividing the square footage of the Franklin building (the numerator) by the total square footage of the buildings constructed on the entire property (being Block 4, Lots 3, 4 and 4.01 and any subdivided lots created from those lots) (the denominator). Franklin shall maintain all of the Access Area Improvements, Utility Facilities, Drainage Facilities, signage, and Landscaping located on the Franklin Property at its sole cost and expense.

18. Future Signage. Franklin acknowledges and agrees to cooperate with GNCC, Summit and Future Lot Owners, their successors and assigns, in entering into agreements with regard to the signage to be located in the GNCC Easement Area, including construction and cost sharing agreements with regard to the maintenance of the signage to be constructed, and acknowledges that the easement granted to Franklin in Paragraph 12 of this Easement Agreement, is not an exclusive easement but an easement to be shared with the Future Lot Owners.

19. Relocation of Access Roads. The parties hereby covenant and agree that access roads for the Franklin Property, which would include the driveway access point onto Center Square Road, a/k/a Old Ferry Road (County Route 620) and the driveway access point on Auburn Road (County Route 551) (collectively, the "Access Points") shall remain within the GNCC Easement Area and the Franklin Easement Area, unless any governmental agency or public or private utility requests a significant relocation of the Access Points as part of a site plan application of Franklin, GNCC, Summit or a Future Lot Owner, or Summit reasonably

determines that such location or configuration is not suitable or appropriate for the future development, design or commercial lay-out of structures on the GNCC Property. In the event any governmental agency or public or private utility or Summit requests a significant relocation of the Access Points, Franklin shall be provided with notice of said relocation request and shall have the opportunity to review and comment on the proposed relocation, but under no circumstances shall Franklin's right to an opportunity to review and comment on the proposed relocation be construed as a limitation on GNCC or Summit's reserved right to relocate the Access Points where requested by any governmental agency or public or private utility as part of the development of GNCC's land. Any widening or relocation of the Access Points once the access roadways have been constructed by Franklin shall be at the sole cost and expense of the party requiring same and shall be performed in such a manner as to cause the least possible interruption in Franklin's access to and use of its property, and any relocation of landscaping and signage shall be performed in such a manner as to restore the GNCC Easement Area and Franklin Easement Area as close as possible to their former condition.

20. Failure to Maintain. In the event either party fails to maintain the Access Area Improvements, Utility Facilities, Drainage Facilities, Signage or Landscaping as provided herein (collectively, the "Common Facilities"), upon reasonable written notice to the party failing to properly maintain the Common Facilities, which notice is hereby deemed waived in an event of an emergency that materially impairs or prevents the operation of business on the respective properties, the party providing notice may enter upon the GNCC Easement Area or Franklin Easement Area to undertake said maintenance obligations, and all costs associated with said maintenance, after subtracting the notice party's fair share of the cost as calculated in Paragraph

17 above, shall be reimbursed to the party providing notice upon receipt of an invoice therefor. Said invoice shall be paid within thirty (30) days of receipt thereof.

21. **Parking.** The parties expressly agree that no parking shall occur within the GNCC Easement Area or Franklin Easement Area including the parties' successors, assigns, invitees, vendors, customers, contractors, licensees or employees. Either party may enforce this restriction by the forcible removal and towing of any vehicles parked within the GNCC Easement Area or Franklin Easement Area in violation of this Easement Agreement.

22. **Structures.** The parties agree that no barriers, fences, curbs, walls, ditches, barricades or other structures will be erected on or within the GNCC Easement Area and Franklin Easement Area so as to interfere with, impede, slow, divert or in any way prevent vehicular and pedestrian traffic from freely passing across and between the GNCC Property and the Franklin Property.

23. **Columbia Gas Pipeline.** The parties accept the easements granted herein subject to any and all covenants, restrictions, easements and encumbrances existing of record, including, but not limited to, a Columbia Gas Transmission Corp. Pipeline Easement.

24. **Further Development.** This Easement Agreement is not to be construed as to prevent or intend to prevent further or additional development on or use of the GNCC Property or the Franklin Property from time to time in a manner not inconsistent with the terms of this Easement Agreement.

25. **Revisions to Easement Agreement.** The parties to this Easement Agreement acknowledge and agree that the Franklin Property is being developed as a part of the larger future development of the GNCC Property. As GNCC or Summit proceeds with the development of the GNCC Property, revisions or alterations may need to be made to this

Easement Agreement in order to further the development of the GNCC Property or at such time as the development of the GNCC Property is completed (collectively, the "Revisions"). In the event such Revisions are needed, Franklin hereby agrees to cooperate with GNCC or Summit, their successors and assigns, and willingly agrees to such Revisions to this Easement Agreement as may be reasonably necessary to the commercial development of the GNCC Property. Any such Revisions must be approved in writing and signed by the parties to be valid, effective and enforceable.

26. Insurance. GNCC and Franklin shall cause to be issued a commercial general liability policy to provide liability insurance for their respective properties with coverage in the minimum amount of \$1,000,000/\$3,000,000 and shall name each other as an additional insured. Each party shall supply the other with a certificate of such insurance. The policies shall be issued by responsible insurance companies licensed to do business in the State of New Jersey and shall contain provisions requiring not less than sixty (60) days' notice of cancellation to each party. The parties agree that GNCC shall be named as an added beneficiary to any performance bond posted by Franklin with Woolwich Township, but only to the extent that said Performance Bonds relate to the construction of the improvements required under this Easement Agreement.

27. Indemnification. Each party shall indemnify and save harmless the other from and against any and all claims or damages resulting from the obligations or rights granted under this Easement Agreement, for injury to person or loss of life, or damage to property, and any and all fees, costs and expenses related thereto, except for those claims resulting from or contributed to by the negligence, errors, acts or omissions of the party otherwise to be indemnified. Each party shall give prompt notice to the other of any claims or demands. The mutual indemnification granted herein shall be valid and effective notwithstanding the fact that the

injured party is an invitee or licensee of the parties hereto. Notwithstanding anything to the contrary herein, the parties agree that the indemnification herein and any liability arising from this Easement Agreement shall specifically exclude any indirect and consequential damages for lost revenue, income or profits ("Consequential Damages") related to any aspect of the interruption of business operations conducted on the properties, and all claims shall be limited solely to actual out of pocket expenses incurred in order to cure said breach.

28. Remedies. The terms and conditions of this Easement Agreement shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy available in law or equity, but excluding any claim for Consequential Damages.

29. Jurisdiction. This Easement Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

30. Parties Bound. This Easement Agreement shall be binding on the parties hereto, and their successors, assigns, heirs and transferees, including each respective tenant, subtenant, employee, agent, contractor, invitee, vendor or customer. The rights and obligations hereunder run with the land and with the title to the respective properties. In the event any of the parties shall transfer (including a transfer by operation of law) any property subject to the easement granted in this Easement Agreement or benefited by the easement granted in this Easement Agreement, the party making such transfer (or its successor in interest) shall, with respect to the property transferred, be released from all obligations hereunder and shall no longer be bound by the terms of this Easement Agreement with respect to the period following such transfer and shall no longer be entitled to the rights and benefits hereunder. Wherever the terms "GNCC," "Summit" and/or "Franklin" are used herein, said terms are deemed to include all successors and

assigns of GNCC, Summit or Franklin, as the case may be, whether or not the words "successors and assigns" are expressly set forth herein.

31. Authorization. GNCC represents that it is duly authorized to enter into this Easement Agreement, and that the person executing this Easement Agreement on its behalf has been duly authorized to execute this Easement Agreement and any other documents reasonably necessary to carry out the terms and conditions stated herein. Summit represents that it is duly authorized to enter this Easement Agreement, and that the persons executing this Easement Agreement on its behalf have been duly authorized to execute this Easement Agreement and any other documents reasonably necessary to carry out the terms and conditions stated herein. Franklin represents that it is duly authorized to enter into this Easement Agreement, and that the person executing this Easement Agreement on its behalf has been duly authorized to execute this Easement Agreement and any other documents reasonably necessary to carry out the terms and conditions stated herein.

32. Enforceability. If any provision of this Easement Agreement or the application thereof to any party shall be held to be invalid or illegal, or otherwise unenforceable, the remaining provisions hereof or the application of such provisions to any party other than those as to which it is held to be illegal, void or unenforceable, nevertheless shall remain in full force and effect and shall not be affected by such illegality, invalidity, or unenforceability.

33. No Joining of Parties. Nothing in this Easement Agreement shall be construed to make GNCC, Summit and Franklin partners or constitute a joint venture or render any party liable for the debts or obligations of the other party.

34. Further Actions. GNCC, Summit and Franklin each agree that, at any time or from time to time, upon written request of the other, they shall execute and deliver all such

further documents and do all such other acts and things as reasonably may be required to effectuate the purposes of this Easement Agreement, provided that execution and delivery of such further documents and doing of such further acts or things does not increase their obligations under this Easement Agreement.

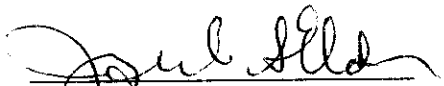
35. Entire Agreement. This Easement Agreement sets forth the entire agreement and understanding of the parties with respect to the agreements contemplated hereby and supersedes all prior agreements, arrangements, and understanding relating to the subject matter hereof. This Easement Agreement may be amended, modified, superseded, or canceled only by a written instrument executed by the parties hereto.

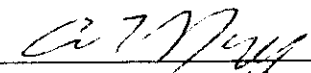
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IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has executed this Easement Agreement as of the day and year above written.

ATTEST:

GLOUCESTER NEW COMMUNITIES
COMPANY, INC.


Jacqueline A. Elder
Assistant Secretary

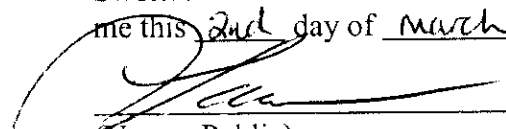
By: 
Akos L. Nagy, President

STATE OF NEW JERSEY :
COUNTY OF Gloucester : S.S.

BE IT REMEMBERED, that on March 2, 2004, before me, the undersigned authority, personally appeared Jacqueline A. Elder, who being by me duly sworn, and on his/her oath says that he/she is the Assistant Secretary of GLOUCESTER NEW COMMUNITIES COMPANY, INC., the Company within named, and that AKOS L. NAGY is the President; that deponent knows the common or corporate seal of said Corporation and that the seal annexed to the within instrument is such common or corporate seal; that the said instrument was signed by the said President and the seal of said Corporation affixed thereto in the presence of deponent; that said instrument was signed, sealed and delivered as and for the voluntary act and deed of said Corporation for the uses and purposes therein expressed, pursuant to a resolution of the Board of Directors of said Corporation; and at the execution thereof, this deponent subscribed his/her name thereto as witness.


Jacqueline A. Elder

Sworn and subscribed to before
me this 2nd day of March, 2004


(Notary Public)

LAURIE MORRIS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 16, 2007

Witness:

FRANKLIN SAVINGS BANK, S.L.A.

Donna L. Madara

By: [Signature]
Name: DAVID W. LINDSTROM
Title: PRESIDENT/CEO

STATE OF NEW JERSEY

:

: SS

COUNTY OF SALEM

:

I CERTIFY that on March 5, 2004, David W. Lindstrom
personally came before me, and this person
acknowledged under oath, to my satisfaction, that:

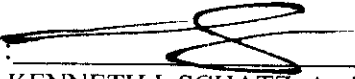
- (a) this person is the President/CEO of
FRANKLIN SAVINGS BANK, S.L.A., the Savings and Loan Association named in this
document;
- (b) this person signed and delivered the within instrument as such officer
aforesaid;
- (c) this instrument was signed and delivered by FRANKLIN SAVINGS
BANK, S.L.A. as its voluntary act duly authorized.

Donna L. Madara
(Notary Public)

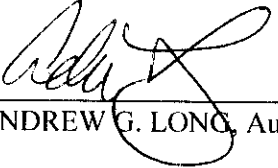
Donna L. Madara
Notary Public of New Jersey
My Commission Expires December 13, 2008

SUMMIT VENTURES, L.L.C.

BY: COWICH ASSOCIATES, Member

BY: 
KENNETH I. SCHATZ, Authorized Partner

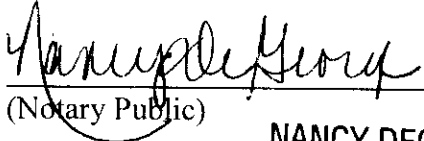
BY: TWENTY TWENTY, LLC, Member

BY: 
ANDREW G. LONG, Authorized Member

STATE OF NEW JERSEY :
COUNTY OF Camden :SS
:

BE IT REMEMBERED, that on this 1st day of March, 2004, KENNETH I. SCHATZ personally appeared before me and acknowledged under oath to my satisfaction that he personally signed and delivered the foregoing document, that he was authorized to execute the foregoing document on behalf of COWICH ASSOCIATES, a New Jersey general partnership and a member of SUMMIT VENTURES, L.L.C., a New Jersey limited liability company, and this document is delivered as the duly authorized and voluntary act of COWICH ASSOCIATES and SUMMIT VENTURES, L.L.C.

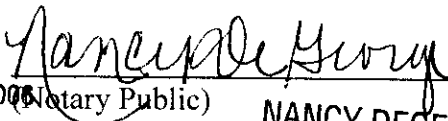
NANCY DeGEORGE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 19, 2006


(Notary Public)
NANCY DEGEORGE

STATE OF NEW JERSEY :
COUNTY OF Camden :SS
:

BE IT REMEMBERED, that on this 1st day of March, 2004, ANDREW G. LONG personally appeared before me and acknowledged under oath to my satisfaction that he personally signed and delivered the foregoing document, that he was authorized to execute the foregoing document on behalf of TWENTY TWENTY, LLC, a New Jersey limited liability company and a member of SUMMIT VENTURES, L.L.C., a New Jersey limited liability company, and this document is delivered as the duly authorized and voluntary act of TWENTY TWENTY, LLC and SUMMIT VENTURES, L.L.C.

NANCY DeGEORGE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 19, 2006


(Notary Public)
NANCY DEGEORGE

Schedule A

GNCC Property
Block 4, Lots 3 and 4



consulting engineer services
Engineers, Planners, and Land Surveyors

January 26, 2004

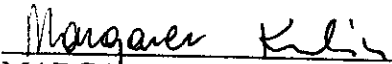
LEGAL DESCRIPTION
LOT 3 BLOCK 4

LANDS SITUATE
WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the existing Southeasterly right-of-way line of Auburn Road (C.R. 551) common corner to Lots 3 and 4, Block 4, and extending from the described point of beginning; Thence

- 1) Along the existing Southeasterly right-of-way line of Auburn Road, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 697.84 Feet to a point in the division line common to Lots 3 and 2, Block 4; Thence
- 2) Along said division line South 70 Degrees 50 Minutes 15 Seconds East, a distance of 566.26 Feet to a in the Westerly line of Pennsylvania Reading Seashore Lines; Thence
- 3) Along Westerly line of Pennsylvania Reading Seashore Lines, along a curve turning to the Left in a Southeasterly direction having a radius of 2919.82 Feet and an arc length of 591.28 Feet to a point in the division line common to Lots 3 and 4, Block 4; Thence
- 4) Along said division line North 82 Degrees 49 Minutes 50 Seconds West, a distance of 70.76 Feet to a point; Thence
- 5) South 70 Degrees 49 Minutes 50 Seconds East, a distance of 978.39 Feet to the point and place of beginning.

Being known as Lot 3, Block 4 as shown on the Township of Woolwich Tax Map.
Being also described as Tract 2 in Deed Book 1252 Page 446 recorded 11/9/73.


MARGARET KULIK, P.L.S.
New Jersey License No. 38943

150 Delsea Drive, Suite 1, Sewell, NJ 08080
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com

NJ Certificate of Authorization #GA276725



consulting engineer services
Engineers, Planners, and Land Surveyors

October 21, 2003
Revised December 8, 2003

LEGAL DESCRIPTION
PROPOSED LOT 4 BLOCK 4

Plan of Minor Subdivision

LANDS SITUATE

WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the existing Southeasterly right-of-way line of Auburn Road (C.R. 551) said point being North 50 Degrees 52 Minutes 04 Seconds East and 454.90 Feet distant from the intersection of the existing Southeasterly right-of-way line of Auburn Road (C.R. 551) with the existing Northeasterly right-of-way line of Center Square Road (C.R. 620), and extending from the described point of beginning; Thence

- 1) Along the existing Southeasterly right-of-way line of Auburn Road, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 167.57 Feet to a point in the division line common to Lots 3 and 4, Block 4; Thence
- 2) Along said division line South 70 Degrees 49 Minutes 50 Seconds East, a distance of 978.39 Feet to a point; Thence
- 3) Along the same South 82 Degrees 49 Minutes 50 Seconds East, a distance of 70.76 Feet to a point in the Westerly line of Pennsylvania Reading Seashore Lines; Thence
- 4) Along Westerly line of Pennsylvania Reading Seashore Lines, South 00 Degrees 52 Minutes 20 Seconds East, a distance of 121.10 Feet to a point; Thence
- 5) Along the same South 00 Degrees 17 Minutes 40 Seconds East, a distance of 460.50 Feet to a point in the existing right-of-way line of Center Square Road; Thence
- 6) Along the existing right-of-way line of Center Square Road, North 84 Degrees 31 Minutes 10 Seconds West, a distance of 414.66 Feet to a point; Thence
- 7) Along the same North 68 Degrees 04 Minutes 55 Seconds West, a distance of 538.26 Feet to a point; Thence
- 8) Still along the existing right-of-way line of Center Square Road, North 63 Degrees 48 Minutes 00 Seconds West, a distance of 263.80 Feet to a point in the proposed Lot Line; Thence

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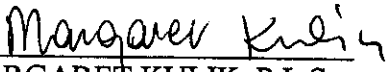
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- 9) Along said proposed Lot Line North 26 Degrees 17 Minutes 14 Seconds East, a distance of 332.00 Feet to a point; Thence
- 10) Along the same, North 39 Degrees 07 Minutes 56 Seconds West, a distance of 195.00 Feet to the point and place of beginning.

Hereinabove described Proposed Lot 4 Block 4 containing 15.66 Ac. is graphically shown on the plan entitled PLAN OF MINOR SUBDIVISION, PLATE 3, BLOCK 4, LOT 4, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 9/18/03 and revised 12/08/03. CES #1906-14.

SAID LANDS being subject to a Road Easement, dedicated to Gloucester County, as is graphically shown on the hereinabove described plan.


MARGARET KULIK, P.L.S.
New Jersey License No. 38943

Schedule B

Franklin Property
Block 4, Lot 4.01



consulting engineer services
Engineers, Planners, and Land Surveyors

October 21, 2003
Revised December 8, 2003

LEGAL DESCRIPTION
PROPOSED LOT 4.01 BLOCK 4

Plan of Minor Subdivision

LANDS SITUATE

WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point formed by the intersection of the existing Southeasterly right-of-way line of Auburn Road (C.R. 551) with the existing Northeasterly right-of-way line of Center Square Road (C.R. 620), and extending from the described point of beginning; Thence

- 1) Along the existing Southeasterly right-of-way line of Auburn Road, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 454.90 Feet to a point in the proposed Lot Line; Thence
- 2) Along said proposed lot line South 39 Degrees 07 Minutes 56 Seconds East, a distance of 195.00 Feet to a point; Thence
- 3) Along the same South 26 Degrees 17 Minutes 14 Seconds West, a distance of 232.00 Feet to a point in the existing right-of-way line of Center Square Road; Thence
- 4) Along the existing right-of-way line of Center Square Road, North 63 Degrees 48 Minutes 00 Seconds West, a distance of 366.55 Feet to the point and place of beginning.

Hereinabove described Proposed Lot 4.01 Block 4 containing 2.42 Ac. is graphically shown on the plan entitled PLAN OF MINOR SUBDIVISION, PLATE 3, BLOCK 4, LOT 4, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 9/18/03 and revised 12/08/03. CES #1906-14.

SAID LANDS being subject to a Road Easement, dedicated to Gloucester County, as is graphically shown on the hereinabove described plan.


MARGARET KULIK, P.L.S.
New Jersey License No. 38943

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Schedule C

Access Easements #1 and #2 Over Lot 4, Block 4



consulting engineer services
Engineers, Planners, and Land Surveyors

October 21, 2003
Revised December 8, 2003

LEGAL DESCRIPTION
ACCESS EASEMENT #1 OVER LOT 4 BLOCK 4

Plan of Minor Subdivision

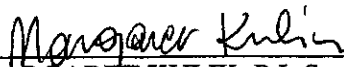
LANDS SITUATE

WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Proposed Southeasterly right-of-way line of Auburn Road (C.R. 551) said point being North 50 Degrees 52 Minutes 04 Seconds East 20.00 Feet distant from the Proposed Lot Line common to Lots 4.01 and 4, Block 4, and extending from the described point of beginning; Thence

- 1) Along said proposed Southeasterly right-of-way line of Auburn Road, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 50.00 Feet to a point; Thence
- 2) Traversing within bounds of Lot 4 Block 4, South 39 Degrees 07 Minutes 56 Seconds East, a distance of 80.00 Feet to a point; Thence
- 3) South 50 Degrees 52 Minutes 04 Seconds West, a distance of 70.00 Feet to a point in the proposed Lot Line; Thence
- 4) Along said proposed Lot Line, North 39 Degrees 07 Minutes 56 Seconds West, a distance of 40.00 Feet; Thence
- 5) Traversing within bounds of Lot 4, Block 4, parallel and 40 Feet distant from Course 3, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 20.00 Feet to a point; Thence
- 6) Parallel and 50 Feet distant from Course 2, North 39 Degrees 07 Minutes 56 Seconds West, a distance of 40.00 Feet to the point and place of beginning.

Hereinabove described Access Easement #1 over Lot 4 Block 4 containing 4,800 SF, is graphically shown on the plan entitled PLAN OF MINOR SUBDIVISION, PLATE 3, BLOCK 4, LOT 4, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 9/18/03 and revised 12/08/03. CES #1906-14.


MARGARET KULIK, P.L.S.
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consulting engineer services
Engineers, Planners, and Land Surveyors

October 21, 2003
Revised December 8, 2003

LEGAL DESCRIPTION
ACCESS EASEMENT #2 OVER LOT 4 BLOCK 4

Plan of Minor Subdivision

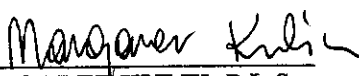
LANDS SITUATE

WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Proposed Northeasterly right-of-way line of Center Square Road (C.R. 620) said point being South 63 Degrees 42 minutes 46 Seconds East 155.00 Feet distant from the Proposed Lot Line common to Lots 4.01 and 4, Block 4, and extending from the described point of beginning; Thence

- 1) Traversing within bounds of Lot 4, block 4, North 26 Degrees 17 Minutes 14 Seconds East, a distance of 45.00 Feet to a point; Thence
- 2) North 63 Degrees 42 Minute 46 Seconds West, a distance of 155.00 Feet to a point in the proposed Lot Line common to Lots 4.01 and 4, Block 4; Thence
- 3) Along said proposed Lot Line, North 26 Degrees 17 Minutes 14 Seconds East, a distance of 40.00 Feet; Thence
- 4) Traversing within bounds of Lot 4, Block 4, parallel and 40 Feet distant from Course 2, South 63 Degrees 42 Minutes 46 Seconds East, a distance of 205.00 Feet to a point; Thence
- 5) Parallel and 50 Feet distant from Course 1, South 26 Degrees 17 Minutes 14 Seconds West, a distance of 85.00 Feet to a point in the proposed right-of-way line of Center Square Road; Thence
- 6) Along said proposed right-of-way line, North 63 Degrees 42 Minutes 46 Seconds West, a distance of 50.00 Fee to the point and place of beginning.

Hereinabove described Access Easement #2 over Lot 4 Block 4 containing 10,450 SF, is graphically shown on the plan entitled PLAN OF MINOR SUBDIVISION, PLATE 3, BLOCK 4, LOT 4, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 9/18/03 and revised 12/08/03. CES #1906-14.


MARGARET KULIK, P.L.S.
New Jersey License No. 38943

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NJ Certificate of Authorization #GA276725

Schedule D

Temporary Drainage Easement Over Lot 4, Block 4



consulting engineer services
Engineers, Planners, and Land Surveyors

October 21, 2003
Revised December 8, 2003

LEGAL DESCRIPTION
TEMPORARY DRAINAGE EASEMENT OVER LOT 4 BLOCK 4
Plan of Minor Subdivision
LANDS SITUATE
WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Proposed Lot Line common to Lots 4 and 4.01, Block 4, said point being South 39 Degrees 07 Minutes 56 Seconds East 105.00 Feet distant from the Proposed right-of-way line of Auburn Road (C.R. 551), and extending from the described point of beginning; Thence

- 1) Traversing within bounds of Lot 4, Block 4, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 70.00 Feet to a point; Thence
- 2) South 39 Degrees 07 Minutes 56 Seconds East, a distance of 88.21 Feet to a point; Thence
- 3) South 26 Degrees 17 Minutes 14 Seconds West, a distance of 106.39 Feet to a point; Thence
- 4) North 63 Degrees 42 Minutes 46 Seconds West, a distance of 45.00 Feet to a point in the proposed Lot Line; Thence
- 5) Along said proposed Lot Line, North 26 Degrees 17 Minutes 14 Seconds East, a distance of 50.00 Feet to a point; Thence
- 6) North 39 Degrees 07 Minutes 56 Seconds West, a distance of 70.75 Feet to the point and place of beginning.

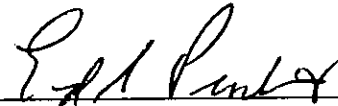
Hereinabove described Temporary Drainage Easement over Lot 4 Block 4 containing 9,083 SF, is graphically shown on the plan entitled PLAN OF MINOR SUBDIVISION, PLATE 3, BLOCK 4, LOT 4, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 9/18/03 and revised 12/08/03. CES #1906-14.


MARGARET KULIK, P.L.S.
New Jersey License No. 38943

150 Delsea Drive, Suite 1, Sewell, NJ 08080
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com
NJ Certificate of Authorization #GA276725

Record and return to:
Edward A. Penberthy, Esquire
Ballard Spahr Andrews & Ingersoll, LLP
Plaza 1000-Suite 500
Main Street
Voorhees, New Jersey 08043-4636

Prepared by:


Edward A. Penberthy, Esquire



**AMENDMENT TO CROSS-ACCESS, UTILITY, SIGNAGE, LANDSCAPING AND
DRAINAGE EASEMENT**

THIS AMENDMENT TO EASEMENT AGREEMENT (hereinafter the
"Amendment") is entered into this 9TH day of OCT-2006, 2006,

BETWEEN: GLOUCESTER NEW COMMUNITIES COMPANY, INC., a
New Jersey corporation having an office c/o W.R. Grace & Co., 7500 Grace Dr., Columbia,
Maryland 21044,

hereinafter referred to as "GNCC,"

SUMMIT VENTURES, L.L.C., a New Jersey limited liability
company having an office located at 1920 Frontage Road, Suite 107-Landmark II, Cherry Hill,
New Jersey 08034

hereinafter referred to as "Summit,"

AND: FRANKLIN SAVINGS BANK, S.L.A., a Savings and Loan
Association having an office at 1179 Route #40, Woodstown, New Jersey 08098,

hereinafter referred to as "Franklin."

W I T N E S S E T H

WHEREAS, the parties to this Amendment entered into a Cross-Access, Utility,
Signage, Landscaping and Drainage Easement, dated March 5, 2004, which was recorded in the
Office of the Gloucester County Clerk on March 11, 2004, in Book 3741, Page 204 ("Easement
Agreement"); and

WHEREAS, pursuant to paragraph 25 of the Easement Agreement, the parties
reserved the right to revise and alter the Easement Agreement as may be necessary; and

WHEREAS, except as specifically defined in this Amendment, all defined terms
shall have the meaning ascribed to them in the Easement Agreement.

NOW, THEREFORE, the parties to this Amendment agree and covenant as
follows:

1. GNCC Easement Area. The Easement Agreement is hereby amended by
replacing the legal description of Access Easement #1 Over Lot 4 Block 4 as described in

Schedule C of the Easement Agreement with the legal description attached hereto as "Schedule C Revised."

2. Franklin Easement Area. The Easement Agreement is hereby further amended to include the legal description of the Franklin Easement Area referenced in paragraph 3 of the Easement Agreement as attached hereto as "Schedule C-3, Franklin Easement Area."

3. Temporary Drainage and Grading Easement. The Easement Agreement is hereby further amended by replacing the legal description of the Temporary Drainage Easement Over Lot 4 Block 4 as described in Schedule D of the Easement Agreement with the legal description attached here to as "Schedule D Revised." Paragraph 14 of the Easement Agreement is revised to describe the purpose of the Drainage Easement, in addition to the construction of the Drainage Facilities, to also include any necessary grading within the Temporary Drainage Easement.

4. 30' Wide Temporary Drainage and Grading Easement. The Easement Agreement is hereby further amended to add additional language to paragraph 14 as follows: GNCC also grants and conveys to Franklin an easement on the portion of the GNCC Property described on Schedule E for grading and installation of a temporary drainage ditch to handle overflow of storm water from the temporary detention basin. This ditch shall be included in the definition of the "Drainage Facilities" as described above. Farming is prohibited on the property described on Schedule E.

5. Except for the amendments specifically recited above, all other terms and conditions of the Easement Agreement shall remain in full force and effect, including Summit's right to relocate the easements conveyed therein, if necessary, for the further subdivision and development of its lands.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has executed this Amendment as of the day and year above written.

ATTEST:

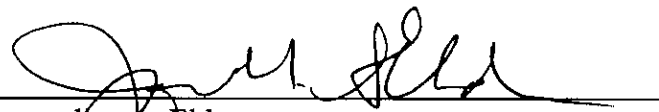
GLOUCESTER NEW COMMUNITIES
COMPANY, INC.


Jacqueline A. Elder
Assistant Secretary

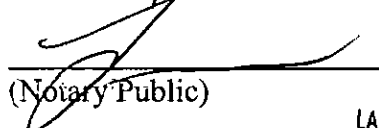
By: 
Akos L. Nagy, President

STATE OF NEW JERSEY :
COUNTY OF Gloucester : S.S.

BE IT REMEMBERED, that on May 4, 2006, before me, the undersigned authority, personally appeared Jacqueline A. Elder, who being by me duly sworn, and on his/her oath says that he/she is the Assistant Secretary of GLOUCESTER NEW COMMUNITIES COMPANY, INC., the Company within named, and that AKOS L. NAGY is the President; that deponent knows the common or corporate seal of said Corporation and that the seal annexed to the within instrument is such common or corporate seal; that the said instrument was signed by the said President and the seal of said Corporation affixed thereto in the presence of deponent; that said instrument was signed, sealed and delivered as and for the voluntary act and deed of said Corporation for the uses and purposes therein expressed, pursuant to a resolution of the Board of Directors of said Corporation; and at the execution thereof, this deponent subscribed his/her name thereto as witness.


Jacqueline A. Elder

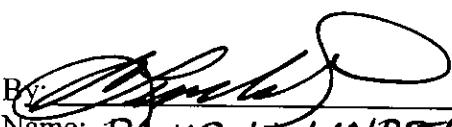
Sworn and subscribed to before
me this 4 day of May, 2006


(Notary Public)

Laurie Morris
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 16, 2007

Witness:

FRANKLIN SAVINGS BANK, S.L.A.

By: 

Name: DAVID W. LINDSTROM

Title: PRESIDENT/CEO

STATE OF

New Jersey

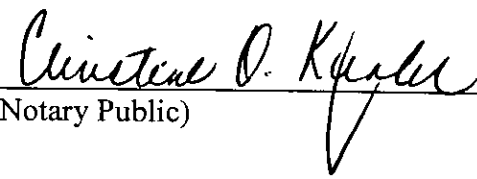
COUNTY OF

Salem

:
: SS
:

I CERTIFY that on October 5, 2006, DAVID W. LINDSTROM personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the President and CEO of FRANKLIN SAVINGS BANK, S.L.A., the Savings and Loan Association named in this document;
- (b) this person signed and delivered the within instrument as such officer aforesaid;
- (c) this instrument was signed and delivered by FRANKLIN SAVINGS BANK, S.L.A. as its voluntary act duly authorized.


(Notary Public)

Christine O. Kugler
Notary Public of New Jersey
My Commission Expires September 20, 2011

SUMMIT VENTURES, L.L.C.

BY: COWICH ASSOCIATES, Member

BY: 
KENNETH I. SCHATZ, Authorized Partner

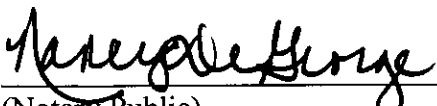
BY: TWENTY TWENTY, LLC, Member

BY: 
ANDREW G. LONG, Authorized Member

STATE OF NEW JERSEY :
:SS
COUNTY OF CAMDEN :

BE IT REMEMBERED, that on this 9th day of OCTOBER, 2006,
KENNETH I. SCHATZ personally appeared before me and acknowledged under oath to my
satisfaction that he personally signed and delivered the foregoing document, that he was
authorized to execute the foregoing document on behalf of COWICH ASSOCIATES, a New
Jersey general partnership and a member of SUMMIT VENTURES, L.L.C., a New Jersey
limited liability company, and this document is delivered as the duly authorized and voluntary
act of COWICH ASSOCIATES and SUMMIT VENTURES, L.L.C.

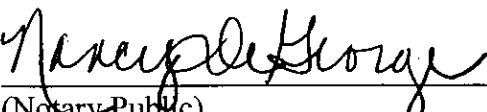
NANCY DeGEORGE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 19, 2006


(Notary Public)
NANCY DEGEORGE

STATE OF NEW JERSEY :
:SS
COUNTY OF CAMDEN :

BE IT REMEMBERED, that on this 9th day of OCTOBER, 2006,
ANDREW G. LONG personally appeared before me and acknowledged under oath to my
satisfaction that he personally signed and delivered the foregoing document, that he was
authorized to execute the foregoing document on behalf of TWENTY TWENTY, LLC, a New
Jersey limited liability company and a member of SUMMIT VENTURES, L.L.C., a New Jersey
limited liability company, and this document is delivered as the duly authorized and voluntary
act of TWENTY TWENTY, LLC and SUMMIT VENTURES, L.L.C.

NANCY DeGEORGE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 19, 2006


(Notary Public)
NANCY DEGEORGE

Schedule C Revised

Access Easement #1 Over Lot 4, Block 4





consulting engineer services
Engineers, Planners, and Land Surveyors

James M. Colangelo, Jr., PE, PP, CME
Chief Executive Officer

Henry J. Halay, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Joseph T. Brickley, PE, CME
Vice President

Margaret Kulik, PLS
Associate

August 22, 2005
Revised January 17, 2006
Revised March 30, 2006

**LEGAL DESCRIPTION
ACCESS EASEMENT
OVER LOT 4 - BLOCK 4
PLAN OF EASEMENTS
LANDS SITUATE**

WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Southeasterly right-of-way line of Auburn Road (County Route #551), widened by easement, 44.00 Feet distant from the centerline thereof, said point being in the division line of Lots 4 & 4.01, Block 4, and extending from the described point of beginning; Thence

- 1) Along the Southeasterly right-of-way line of Auburn Road, widened by easement, running parallel to and 44.00 Feet distant from the centerline thereof, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 45.00 Feet to a point; Thence
- 2) Traversing within the bounds of Lot 4, Block 4, South 39 Degrees 07 Minutes 56 Seconds East, a distance of 80.00 Feet to a point; Thence
- 3) Continuing within said bounds, South 50 Degrees 52 Minutes 04 Seconds West, a distance of 45.00 Feet, to a point in the division line common to Lots 4 & 4.01, Block 4; Thence
- 4) Along said common division line, North 39 Degrees 07 Minutes 56 Seconds West, a distance of 80.00 Feet to the point and place of beginning.

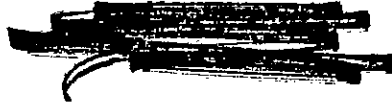
Hereinabove described Access Easement over Lot 4, Block 4, contains 3,600 SF and is graphically shown on the plan entitled PLAN OF EASEMENTS, PLATE 3, BLOCK 4, LOTS 4 & 4.01, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 8/22/05. CES #1906-14.


MARGARET KULIK
Professional Land Surveyor,
New Jersey License No. 38943

"H"

Schedule C-3

Franklin Easement Area
(Access Easement Over Lot 4.01, Block 4)





consulting engineer services
Engineers, Planners, and Land Surveyors

James M. Colangelo, Jr., PE, PP, CME
Chief Executive Officer

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Joseph T. Brickley, PE, CME
Vice President

Margaret Kulik, PLS
Associate

August 22, 2005
Revised March 30, 2006

**LEGAL DESCRIPTION
ACCESS EASEMENT
OVER LOT 4.01 BLOCK 4
PLAN OF EASEMENTS**

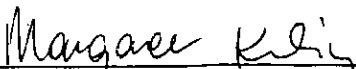
LANDS SITUATE

WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Southeasterly right-of-way line of Auburn Road (County Route #551), widened by easement, 44.00 Feet distant from the centerline thereof, said point being in the division line of Lots 4 & 4.01, Block 4, and extending from the described point of beginning; Thence

- 1) Along the division line common to Lots 4 & 4.01, Block 4, South 39 Degrees 07 Minutes 56 Seconds East, a distance of 80.00 Feet to a point; Thence
- 2) Leaving said common division line and traversing within the bounds of Lot 4.01, Block 4, South 50 Degrees 52 Minutes 04 Seconds West, a distance of 45.10 Feet to a point; Thence
- 3) Continuing within said bounds, North 39 Degrees 07 Minutes 56 Seconds West, a distance of 80.00 Feet to a point in the aforesaid Southeasterly right-of-way line of Auburn Road, widened by easement; Thence
- 4) Along the said Southeasterly right-of-way line of Auburn Road, widened by easement, running parallel to and 44.00 Feet distant from the centerline thereof, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 45.10 Feet, to the point and place of beginning.

Hereinabove described Access Easement over Lot 4.01, Block 4, contains 3,608 SF, and is graphically shown on the plan entitled PLAN OF EASEMENTS, PLATE 3, BLOCK 4, LOTS 4 & 4.01, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 8/22/05. CES #1906-14.


MARGARET KULIK
Professional Land Surveyor,
New Jersey License No. 38943

Schedule D Revised

Temporary Drainage & Grading Easement Over Lot 4, Block 4





consulting engineer services
Engineers, Planners, and Land Surveyors

James M. Colangelo, Jr., PE, PP, CME
Chief Executive Officer

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Joseph T. Brickley, PE, CME
Vice President

Margaret Kulik, PLS
Associate

August 22, 2005
Revised March 30, 2006
Revised April 5, 2006

LEGAL DESCRIPTION
TEMPORARY DRAINAGE & GRADING EASEMENT
OVER LOT 4 BLOCK 4
PLAN OF EASEMENTS
LANDS SITUATE
WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Northeasterly right-of-way line of Center Square Road (C.R. 620) (A.K.A. Ferry Road), widened by easement, said point being located the following described One (1) course from the Southerly terminus of a connecting curve connecting the said Northeasterly right-of-way line of Center Square Road with the Southeasterly right-of-way line of Auburn Road (County Route #551), widened by easement, said connecting curve having a radius of 30.00 Feet, with a central angle of 114 Degrees 34 Minutes 50 Seconds, and an arc length of 59.99 Feet, and extending; Thence

- a) Along the Northeasterly right-of-way line of Center Square Road, widened by easement, South 63 Degrees 42 Minutes 46 Seconds East, a distance of 289.18 Feet to a point in the division line of Lots 4 & 4.01 and continuing along same for a distance of 205.00 Feet having a total distance of 494.18 Feet, to the point of beginning and extending from said beginning point; Thence
 - 1) Traversing within the bounds of Lot 4, Block 4, North 26 Degrees 17 Minutes 14 Seconds East, a distance of 85.00 Feet to a point; Thence
 - 2) Continuing within said bounds, North 63 Degrees 42 Minutes 46 Seconds West, a distance of 205.00 Feet to a point in the division line common to Lots 4 & 4.01, Block 4; Thence
 - 3) Along the division line common to Lots 4 & 4.01, Block 4, North 26 Degrees 17 Minutes 14 Seconds East, a distance of 226.80 Feet to an angle point in same; Thence
 - 4) Continuing along said common division line, North 39 Degrees 07 Minutes 56 Seconds West, a distance of 95.75 Feet to a point; Thence
 - 5) Traversing within the bounds of Lot 4, Block 4, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 90.00 Feet to a point; Thence
 - 6) Continuing within said bounds, South 39 Degrees 07 Minutes 56 Seconds East, a distance of 126.06 Feet to a point; Thence

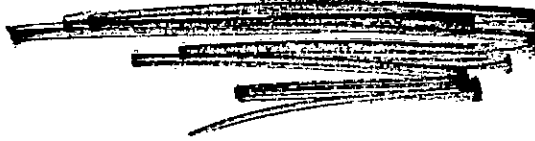
- 7) Continuing within said bounds, South 26 Degrees 17 Minutes 14 Seconds West, a distance of 139.24 Feet to a point; Thence
- 8) Continuing within said bounds, North 63 Degrees 42 Minutes 46 Seconds West, a distance of 45.00 Feet to a point; Thence
- 9) Continuing within said bounds, South 26 Degrees 17 Minutes 14 Seconds West, a distance of 136.80 Feet to a point; Thence
- 10) Continuing within said bounds, South 63 Degrees 42 Minutes 46 Seconds East, a distance of 205.00 Feet to a point; Thence
- 11) Continuing within said bounds, South 26 Degrees 17 Minutes 14 Seconds West, a distance of 105.00 Feet, to a point in the Northeasterly right-of-way line of aforesaid Center Square Road (C.R. 620), widened by easement; Thence
- 12) Along said right-of-way line, North 63 Degrees 42 Minutes 46 Seconds West, a distance of 20.00 Feet to the point and place of beginning.

Hereinabove described Temporary Drainage And Grading Easement, over Lot 4, Block 4, contains 25,718 SF or 0.59 Ac. and is graphically shown on the plan entitled PLAN OF EASEMENTS, PLATE 3, BLOCK 4, LOTS 4 & 4.01, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 8/22/05. CES #1906-14.

Margaret Kulik
MARGARET KULIK
Professional Land Surveyor,
New Jersey License No. 38943

Schedule E

30' Wide Temporary Drainage and Grading Easement





consulting engineer services
Engineers, Planners, and Land Surveyors

James M. Colangelo, Jr., PE, PP, CME
Chief Executive Officer

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Joseph T. Brickley, PE, CME
Vice President

Margaret Kulik, PLS
Associate

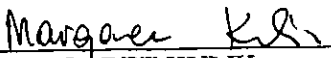
August 25, 2006

**LEGAL DESCRIPTION
PROPOSED 30.00' WIDE
TEMPORARY DRAINAGE & GRADING EASEMENT
OVER LOT 4, BLOCK 4
LANDS SITUATE
TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY**

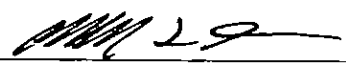
Beginning at a point in the division line common to Lots 3 & 4, Block 4, said point being located along said common division line, South 70 Degrees 49 Minutes 50 Seconds East, and 178.67 Feet distant from the existing Southeasterly right-of-way line of Auburn Road (County Route #551), 24.75 Feet distant from the centerline thereof, and extending from said point of beginning; Thence

- 1) Along the division line common to Lots 3 & 4, Block 4, South 70 Degrees 49 Minutes 50 Seconds East, a distance of 35.26 Feet, to a point; Thence
- 2) Departing from the division line common to Lots 3 & 4, Block 4, and traversing within the bounds of Lot 4, Block 4, South 50 Degrees 52 Minutes 04 Seconds West, a distance of 189.99 Feet, to a point in the line of other Temporary Drainage and Grading Easement Line, as shown on the hereinafter described plan; Thence
- 3) Continuing within the bounds of Lot 4, Block 4, and along said other Temporary Drainage and Grading Easement Line, North 39 Degrees 07 Minutes 56 Seconds West, a distance of 30.00 Feet, to a point; Thence
- 4) Continuing within the bounds of Lot 4, Block 4, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 171.46 Feet, to the point and place of beginning.

Hereinabove described 30.00 Foot Wide Temporary Drainage & Grading Easement over Lot 4, Block 4, contains an area of 5,422 S.F. or 0.12 acres, and is graphically shown on the plan entitled: PLAN OF EASEMENTS, PLATE 3, BLOCK 4, LOTS 4 AND 4.01, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 8/22/05 and last revised to 8/18/06. CES Job #1906-14. File # 1906-14_ESMT01.dwg.


MARGARET KULIK
Professional Land Surveyor
New Jersey License No. 38943

PREPARED BY:


Harold L. Crass, Esquire

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned

**GLOUCESTER NEW COMMUNITIES COMPANY, INC., a New Jersey corporation,
C/o W.R. Grace & Company
7500 Grace Drive
Columbia, Maryland 21044**



Docket# 77550 Type: EAS Pages: 3
James N. Hogan, Gloucester County Clerk
Receipt#: 64382 03:30:44 P.M. 11/15/2006
Recording Fee: \$1.00 DB 4307 167

hereinafter called "*Grantor*",

is the owner in fee simple of certain lands and premises, more particularly described and covered by this Easement; and, in consideration of the sum of *ONE DOLLAR (\$1.00)*, the receipt of which is hereby acknowledged, does *hereby grant and dedicate* unto the **County of Gloucester**, referred to as *Grantee*, a political subdivision of the State of New Jersey, whose mailing address is 1 North Broad Street, Woodbury, NJ 08096, it's successors, assigns and designees, *a perpetual easement across the grantor's lands*. **The Grantee does not intend to assume the maintenance of said lands, which shall remain the responsibility of the Grantor; however, Grantee may in its discretion desire to enter said premises for purposes to include but not be limited to the construction, special maintenance or to keep in good condition, installation, repair, alteration or widening of a public road, and/or make any other changes and/or access or uses as determined by the County, including any and all appurtenances necessary and incidental thereto as determined by the County. Said easement and the rights hereunder shall run with the land and shall be binding upon Grantor, it's successors, successors in title, assigns and designees, and shall inure to the benefit of the Grantee, it's successors, successors in title and assigns. Said easement being in the Township of Woolwich, County of Gloucester, State of New Jersey, and described as follows:**

BEGINNING at the point in the Existing Southeasterly right-of-way line of Auburn Road (County Route #551), perpendicular to and 24.75 Feet distant from the centerline thereof, said point being common corner to Lots 3 & 4, and extending from the described point of beginning; Thence

1. Along the Existing Southeasterly right-of-way line of Auburn Road, running parallel to and 24.75 Feet distant from the centerline thereof, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 841.01 Feet, to a point common corner to Lots 2 & 3, Block 4; Thence
2. Along the division line common to Lots 2 & 3, Block 4, South 39 Degrees 07 Minutes 56 Seconds East, a distance of 19.25 Feet, to point; Thence
3. Traversing within the bounds of Lot 3, Block 4, and running parallel to and 44.00 Feet distant from the centerline of Auburn Road, aforesaid, South 50 Degrees 52 Minutes 04 Seconds West, a distance of 829.13 Feet, to a point in the division line common to Lots 3 & 4, Block 4; Thence
4. Along the division line common to Lots 3 & 4, Block 4, North 70 Degrees 49 Minutes 50 seconds West, a distance of 22.63 Feet, to the point and place of beginning.

Hereinabove described 19.25' Wide Road Easement over Lot 3, Block 4, contains an area of 16,075 S.F. $\pm$ or 0.37 Ac. $\pm$, and is graphically shown on the plan entitled: PLAN OF MAJOR SUBDIVISION, LEXINGTON MEWS AT WEATHERBY, PLATE 3, BLOCK 3, LOT 7 AND BLOCK 4, LOT 3, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 8/13/04, last revised to 6/26/06. CES Job #1906-15 MSP01.dwg. CONTAINING 30,950 square feet of land, more or less.

BEING the same lands and premises conveyed to Gloucester New Communities Company (incorrectly identified as a New Jersey partnership), by Deed from Giovanni Monaco and Santa Monaco, his wife, dated November 7, 1973, recorded 11/9/1973 in the Gloucester County Clerk/Register's Office in Deed Book 1252, Page 446. (Over Lot 3, Block 4) (covers premises in question with other lands).

Being File No. WO-0240H of the Gloucester County Planning Department.

Together with the rights to all things necessary or incidental to effectuate the grant of the rights conveyed hereunder.

In Witness Whereof, the Grantor hereunto set his/her hand and seal on this 9th day of November, 2006. If the Grantor is a corporation, the proper corporate officer has signed herein and has caused its proper corporate seal to be affixed.

Witness:

GLOUCESTER NEW COMMUNITIES
COMPANY, INC.

By: Candace L. Walker

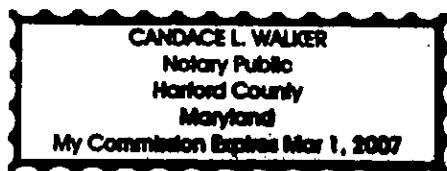
By: W B Mc Gowan
Name: W. Brian McGowan
Title: President

STATE OF MARYLAND

:SS

COUNTY OF HARFORD

BE IT REMEMBERED, that on this 9 day of November, 2006, personally came before me, the Grantor, Gloucester New Communities Company, Inc., a New Jersey corporation, By: W. Brian McGowan, who is the President of the corporation, and I am satisfied that he/she is the person who signed the within instrument, that he/she acknowledged that he/she signed, sealed and delivered the same as the voluntary act and deed of the corporation for the purposes expressed herein.



Candace L. Walker Notary

Dated: Nov. 9, 2006

GLOUCESTER NEW COMMUNITIES
COMPANY, INC., a New Jersey
corporation,

TO

COUNTY OF GLOUCESTER

Prepared by:
HAROLD L. CRASS, ESQUIRE
59 N. BROAD STREET
WOODBURY, NJ 08096
(856) 845-7900

RECORD AND RETURN TO:

CLERK OF THE BOARD
GLOUCESTER COUNTY FREEHOLDERS' OFFICE
1 N. BROAD STREET
WOODBURY, NJ 08096

DECLARATION OF ARCHAEOLOGICAL PRESERVATION COVENANT

This Declaration of Preservation Covenant is made this 9th day of November 2006, by GLOUCESTER NEW COMMUNITIES COMPANY, INC., c/o W. R. Grace & Co., 7500 Grace Drive, Columbia, Maryland 21044.

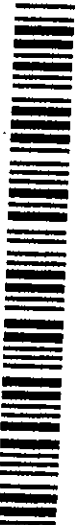
In consideration of the conveyance of the portion of Block 4, Lot 3, Woolwich Township, Gloucester County that contains the Mews Area G site (28GL382) and associated significant archaeological deposits (0.17 acre), Gloucester New Communities Company, Inc. covenants for itself and its successors in perpetuity, this covenant against disturbance of archaeological remains within the boundaries of the property. In the event that the property is sold, conveyed, transferred, or otherwise disposed of, this covenant shall be inserted by the conveyor verbatim or by express reference in any deed or other legal instrument of conveyance by which the property is transferred.

1. The 0.17-acre portion of the Block 4, Lot 3 property (as described on Exhibit A attached hereto and shown on the plan attached as Exhibit B hereto) is restricted in perpetuity against ground disturbance without the express prior written permission of the New Jersey State Historic Preservation Officer secured through consultation with the New Jersey Historic Preservation Office, Department of Environmental Protection, PO Box 404, Trenton NJ 08625-0404. This restriction specifically prohibits without express prior written permission:

- a. removal, excavation, grading, or other disturbance of the soil;
- b. dumping or filling with any materials;
- c. erection of structures, either permanent or temporary;
- d. placement of pavements;
- e. destruction of plant life which would significantly alter the existing pattern of vegetation or contribute to site disturbance or erosion;
- f. any activity which would involve substantial alteration of the property such as burning or the application of herbicides; and
- g. vehicular movement or other activities which could result in ground compaction or disturbance of any buried Native American archaeological deposits.

2. Prior consultation and permission from the Historic Preservation Office is not required for normal property maintenance or pedestrian use, provided that the activities do not result in disturbance of, or alteration to, the existing characteristics of the soil or buried archaeological deposits that may be present. Normal property maintenance includes:

- a. existing farming operations;
- b. mowing of existing lawn or field areas;
- c. pruning of trees and shrubs;



- d. selective cutting of trees when not accompanied by the stump removal below the ground surface, and provided that erosion or ground disturbance does not result from the cutting;
- e. introduction of native plant species when this introduction would not result in ground disturbance; and
- f. maintenance of existing artificial features which would not result in ground disturbance.

3. In order to determine if a particular activity would require prior review and approval by the Historic Preservation Office, a letter of clarification may be requested from the Historic Preservation Office or any successor agency. Upon submission of adequate project or activity information, the Historic Preservation Office will make a determination within 30 days of receipt of the information. Projects and activities will be reviewed for their potential to impact archaeological remains that may be eligible for listing in the National Register of Historic Places;

- a. If it appears as the result of the review that degradation or destruction of archaeological resources may result from the project or activity, and it is not feasible and prudent to shift the project or activity location to an area which would not result in degradation or destruction, then the Historic Preservation Office may require archaeological survey or other historic preservation activities prior to implementation of the undertaking in an effort to identify archaeological resources in the area of the proposed project or activity and, if such resources are present, to assess their eligibility for listing in the National Register of Historic Places, and if eligible, to suggest measures for avoiding, minimizing, and/or mitigating adverse effects to them; and
- b. All archaeological survey and data recovery that may be required shall be conducted by an archaeologist meeting the National Park Service's Professional Qualifications Standards for Archaeology, contained in 36 CFR 61, and shall be in keeping with the "Guidelines for the Preparation of Cultural Resources Management Archaeological Reports Submitted to the Historic Preservation Office," and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.

4. Should one or more human burials be discovered on the property, the New Jersey State Archaeologist should be contacted immediately at the New Jersey State Museum. The State Archaeologist will contact Native American representatives as appropriate.

5. Representatives of the Historic Preservation Office shall be permitted at all reasonable times to inspect the property in order to ascertain if the restrictions, stipulations, and conditions of this covenant are being observed.

6. This restriction should not be construed as preventing the undertaking of scientifically valid research on the property by an archaeologist meeting the National Park Service's Professional Qualifications Standards provided that:

- a. any such research is authorized by the written consent of Summit Ventures, LLC, or other owner of the property, said property including all archaeological deposits that may be present and their entire artifact contents;
- b. research designs for proposed archaeological investigations are reviewed and approved by the Historic Preservation Office;
- c. prospective researchers demonstrate the capability in personnel and facilities to carry the work to completion in a reasonable time period; and
- d. prospective researchers provide evidence to Summit Ventures, L.L.C., or other owners proof of General Liability Insurance in an amount generally acceptable to the owner; and
- e. professional reports of the work are prepared for review and approval by the Historic Preservation Office which meet Historic Preservation Office survey and report guidelines and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.

7. Prior to construction, the Mews Area G site (28GL382) shall be protected from development impacts by the placement of substantial fencing around the site placed in a manner that minimizes subsurface disturbance.

IN WITNESS WHEREOF, the Declarant has hereunto set hand and seal, this 9th day of November, 2006.

GLOUCESTER NEW COMMUNITIES
COMPANY, INC.

By: W B McGowan
W. Brian McGowan, President

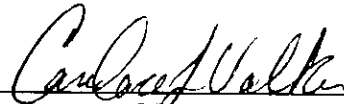
STATE OF MARYLAND:

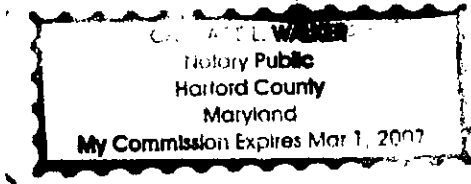
: SS.

COUNTY OF HOWARD:

I CERTIFY that on November 9, 2006, before me, the undersigned authority, personally appeared W. Brian McGowan, the President of Gloucester New Communities Company, Inc., a New Jersey corporation (the "Corporation"), who acknowledged under oath to my satisfaction that he personally signed and delivered the foregoing instrument, that he was duly authorized to execute the foregoing instrument on behalf of the Corporation,

and that he as such authorized officer executed the foregoing instrument as the voluntary act of the Corporation.


(Notary Public)



RECORD AND RETURN TO:

Attn: P.G. Wood

BALLARD SPAHR ANDREWS & INGERSOLL, LLP
PLAZA 1000, SUITE 500
MAIN STREET
VOORHEES, NJ 08043-4636



consulting engineer services
Engineers, Planners, and Land Surveyors

James M. Colangelo, Jr., PE, PP, CME
Chief Executive Officer

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Joseph T. Brickley, PE, CME
Vice President

Margaret Kulik, PLS
Associate

September 19, 2006

LEGAL DESCRIPTION
MEWS AREA G SITE
NJDEP HPO SITE 28-GL-382
OVER LOT 3, BLOCK 4

LANDS SITUATE

WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the division line of Lots 2 & 3, Block 4, said point being located the following course from the Southeasterly right-of-way line of Auburn Road, county Route 551 (variable width), and extending; Thence

- a) Along the division line common to Lots 2 & 3, Block 4, South 39 Degrees 07 Minutes 56 Seconds East, a distance of 377.03 feet, to the point of beginning, and extending from said point of beginning; Thence
- 1) Along the division line common to Lots 2 & 3, Block 4, South 39 Degrees 07 Minutes 56 Seconds East, a distance of 143.21 feet, to a point; Thence
 - 2) Traversing within the bounds of Lot 3, Block 4, along a curve curving to the right having a radius of 80.20 feet, with a central angle of 63 Degrees 33 Minutes 13 Seconds, and an arc length of 88.96 feet, (Chord N 84° 01' 14" W, 84.47'), to a point of compound curve; Thence
 - 3) Continuing within said bounds, along a curve curving to the right having a radius of 114.85 feet, with a central angle of 24 Degrees 11 Minutes 02 Seconds, and an arc length of 48.48 feet, (Chord N 40° 20' 26" W, 48.12'), to a point of compound curve; Thence
 - 4) Continuing within said bounds, along a curve curving to the right having a radius of 47.89 feet, with a central angle of 94 Degrees 08 Minutes 08 Seconds, and an arc length of 78.69 feet, (Chord N 20° 41' 35" E, 70.13'), to the point and place of beginning.

Hereinabove described High Hill road site, NJDEP HPO site 28-GL-382, over Lot 3, Block 4, containing 7, 255 S.F. or 0.17 Ac.±, is graphically shown on the plan entitled: SITE LOCATION PLAN, NJDEP HPO SITES 28-GL-381 & 28-GL-382, as was prepared by Consulting Engineer Services, dated 09/19/06. CES Job # 1906-15. File # 1906-15-SITE LOCATION.dwg.

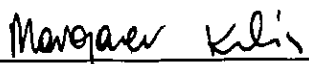

MARGARET KULIK
Professional Land Surveyor
New Jersey License No. 38943

EXHIBIT A

150 Delsea Drive, Suite 1, Sewell, NJ 08080
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com
NJ Certificate of Authorization #GA276725

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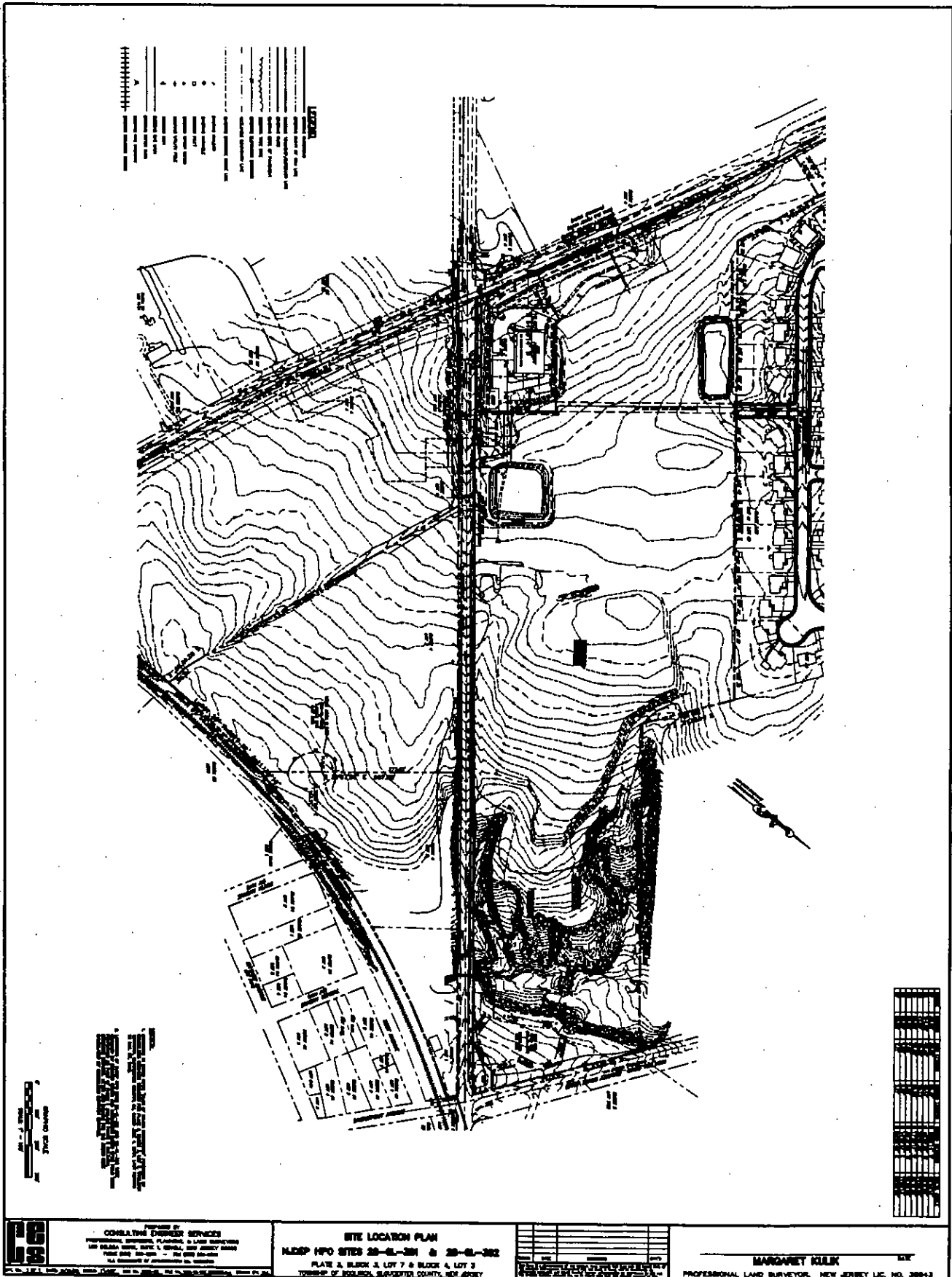


EXHIBIT B



Docket # 32571 Type: EAS Pages: 20
James A. Hosmer Gloucester County Clerk
Receipt #: 31297 10:43:49 A.M. 05/29/2007
Recording Fee: \$230.00 DB 4388 310

Prepared by:

Edward A. Penberthy
Edward A. Penberthy

DRAINAGE EASEMENT

THIS Drainage Easement dated as of May 24, 2007, by and

between GLOUCESTER NEW COMMUNITIES COMPANY, INC., a New Jersey corporation, having an office c/o W.R. Grace & Co.-CONN, 7500 Grace Drive, Columbia, Maryland 21044 (hereinafter referred to as "GNCC"), Grantor and SUMMIT VENTURES L.L.C., a New Jersey limited liability company, having an office located at 701 Cooper Road, Suite 7, Voorhees, New Jersey 08043 (hereinafter referred to as "Summit") Grantee.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree and covenant as follows:

1. Grant of Moveable Easement for Drainage Swale. GNCC hereby grants to Summit a moveable easement across property described on **Exhibit A** attached hereto for the purpose of channeling water runoff emanating from the Shared Stormwater Management Basin to be constructed on property presently owned by the Township of Woolwich and Gloucester New Communities Company, Inc. described on **Exhibit B** and **Exhibit C** (hereinafter "Shared Stormwater Management Basin"). Summit shall create the drainage swale within the Easement Area described on **Exhibit A** attached in accordance with the plans and specifications entitled "Off-Site Infrastructure for Municipal Building" by Consulting Engineer Services, dated December 20, 2006, last revised March 20, 2007 (CES Vol 906-16) Sheet 4 of 12 a reduced copy of which is attached as **Exhibit D**. GNCC grants to Summit and retains and reserves to itself, the right to use the easement area for any other purpose not inconsistent with the grant of this easement, including, but not limited to creating any other easements for other utilities within the Easement Area. GNCC's grant of this easement to Summit and reservation of use to itself includes the right of Summit or GNCC to relocate the drainage swale or to modify the method by

which runoff from the Shared Stormwater Management Basin is handled. Any such relocation or modification of the method handling the runoff from the Shared Stormwater Management Basin shall be as GNCC and Summit reasonably agree, provided Summit secures all required and necessary governmental permits and approvals for the construction of the relocated or modified drainage facilities prior to their relocation and/or change in methodology. Summit shall be responsible at its sole cost and expense for all costs incurred arising from the construction, installation and restoration of the relocated and/or modified drainage facilities. All modifications and relocations of this easement area and improvements located therein shall be administered so as to prevent significant interruption to the use and benefit of the Shared Stormwater Management Basin. GNCC and Summit agree that the drainage facilities are for the benefit and use of all lands serviced by the Shared Stormwater Management Basin shown on **Exhibit E** attached and legal descriptions **F** and **G** attached, are non-exclusive and may be expanded to accommodate additional development and for property known as proposed Lot 4, Block 4 and proposed Lot 4.01, Block 4 described on **Exhibits H** and **I**.

2. Insurance. Prior to entering the Premises, Summit shall provide to GNCC a certificate naming GNCC as an additional insured and evidencing that Summit has comprehensive general liability insurance with broad form contractual and personal injury liability endorsements with a combined single limit for bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) per occurrence.

3. Cooperation. GNCC and Summit shall mutually cooperate in the use and operation of the Easement Area and shall use their reasonable efforts to have their respective agents, employees, invitees, licensees, tenants, subtenants and other occupants conduct themselves in a reasonable and proper manner in the use of the Easement Area.

4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, transferees, successors in interest and assigns. The rights and obligations hereunder run with the land and with the title to the GNCC Property. Should GNCC transfer (including a transfer by operation of law) any property subject to the easement granted in this Agreement, GNCC shall be released from all obligations hereunder for that portion of the lands so transferred which are subject to this easement.

5. Authority of GNCC and Summit. GNCC and Summit each represent to the other that it is duly authorized to enter into this Agreement, that the person executing this Agreement on its behalf has been duly authorized to execute this Agreement and any other documents reasonably necessary to carry out the terms and conditions stated herein.

6. Modification and Headings. This Agreement cannot be changed in any way except by a recordable writing signed by all parties. All article, paragraph and subparagraph headings used herein are included for convenience of reference purposes only and shall not be accorded any consideration in the interpretation of the provisions, terms and conditions of this Agreement.

7. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. Severability. If any provisions of this Agreement or the application thereof to any party shall be held to be invalid or illegal, or otherwise unenforceable, the remaining provisions hereof or the application of such provisions to any party other than those as to which it is held to be illegal, void or unenforceable, nevertheless shall remain in full force and effect and shall not be affected by such illegality, invalidity, or unenforceability.

9. Further Assurances. GNCC and Summit each agree that, at any time or from time to time, upon written request of the other, they shall execute and deliver all such further documents and do all such other acts and things as reasonably may be required to effectuate the purposes of this Agreement, provided that execution and delivery of such further documents and doing such further acts or things does not increase their obligations under this Agreement.

10. No Joint Venture. Nothing in this Agreement shall be construed to make Summit or GNCC or any of them partners or joint venturers or render either liable for the debts or obligations of the other.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Drainage Easement the day and year first above written.

GLOUCESTER NEW COMMUNITIES
COMPANY, INC.

By: W B McJannet
Name: W. Brian McJannet
Title: President

SUMMIT VENTURES L.L.C.
A New Jersey Limited Liability Company
By: COWICH ASSOCIATES, a New Jersey
general partnership, Member

By: [Signature]
Kenneth I. Schatz
Authorized Partner

By: TWENTY TWENTY, LLC, a New Jersey
limited liability company, Member

By: [Signature]
Andrew G. Long
Authorized Member

STATE OF Maryland :
 : SS.
COUNTY OF HOWARD :

I CERTIFY that on may 18, 2007, before me, the undersigned authority, personally appeared W. Brian McGowan, the President of Gloucester New Communities Company, Inc., a New Jersey corporation (the "Corporation"), who acknowledged under oath to my satisfaction that he personally signed and delivered the foregoing instrument, that he was duly authorized to execute the foregoing instrument on behalf of the Corporation, and that he as such authorized officer executed the foregoing instrument as the voluntary act of the Corporation.

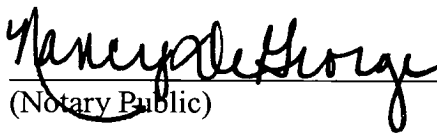
ANGELA M. PORROVICCHIO
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 29, 2009

Angela M. Porrovecchio
(Notary Public)

STATE OF NEW JERSEY :
COUNTY OF CAMDEN :SS
:

BE IT REMEMBERED, that on this 24th day of MAY, 2007,

KENNETH I. SCHATZ personally appeared before me and acknowledged under oath to my satisfaction that he personally signed and delivered the foregoing document, that he was authorized to execute the foregoing document on behalf of COWICH ASSOCIATES, a New Jersey general partnership and a member of SUMMIT VENTURES, L.L.C., a New Jersey limited liability company, and this document is delivered as the duly authorized and voluntary act of COWICH ASSOCIATES and SUMMIT VENTURES, L.L.C.


(Notary Public)

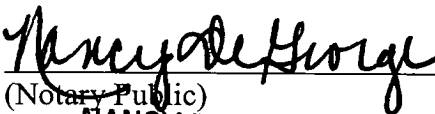
NANCY DEGEORGE

NANCY DeGEORGE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 19, 2011

STATE OF NEW JERSEY :
COUNTY OF CAMDEN :SS
:

BE IT REMEMBERED, that on this 24th day of MAY, 2007,

ANDREW G. LONG personally appeared before me and acknowledged under oath to my satisfaction that he personally signed and delivered the foregoing document, that he was authorized to execute the foregoing document on behalf of TWENTY TWENTY, LLC, a New Jersey limited liability company and a member of SUMMIT VENTURES, L.L.C., a New Jersey limited liability company, and this document is delivered as the duly authorized and voluntary act of TWENTY TWENTY, LLC and SUMMIT VENTURES, L.L.C.


(Notary Public)

NANCY DEGEORGE

NANCY DeGEORGE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 19, 2011



consulting engineer services
Engineers, Planners, and Land Surveyors

James M. Colangelo, Jr., PE, PP, CME
Chief Executive Officer

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Joseph T. Brickley, PE, CME
Vice President

Margaret Kulik, PLS
Associate

February 20, 2007

LEGAL DESCRIPTION
30.00 FOOT WIDE DRAINAGE EASEMENT

OVER EXISTING LOT 4 - BLOCK 4
*"Off-Site Infrastructure, Off-Site Drainage Swale,
Off-Site Infrastructure For Municipal Building"*
LANDS SITUATE

TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the existing Northeasterly right-of-way line of Center Square Road (County Route #620), 24.75 Feet distant from the centerline thereof, said point being located the following described Two (2) Courses from a point formed by the existing Northeasterly right-of-way line of Center Square Road with the existing Southeasterly right-of-way line of Auburn Road (County Route # 551), 24.75 Feet distant from the centerline thereof, and extending; Thence

- a) Along the existing Northeasterly right-of-way line of Center Square Road, running parallel to and 24.75 Feet distant from the centerline thereof, South 63 Degrees 48 Minutes 00 Seconds East, a distance of 630.35 Feet, to an angle point; Thence
- b) Continuing along the existing Northeasterly right-of-way line of Center Square Road, running parallel to and 24.75 Feet distant from the centerline thereof, South 68 Degrees 04 Minutes 55 Seconds East, a distance of 26.58 Feet, to the point of beginning and extending from said beginning point; Thence
 - 1) Traversing within the bounds of Lot 4, Block 4, North 24 Degrees 48 Minutes 02 Seconds East, a distance of 84.23 Feet, to a point; Thence
 - 2) Continuing within said bounds, South 68 Degrees 13 Minutes 18 Seconds East, a distance of 403.46 Feet, to a point; Thence
 - 3) Continuing within same, North 53 Degrees 15 Minutes 14 Seconds East, a distance of 200.22 Feet, to a point; Thence
 - 4) Continuing within same, North 36 Degrees 10 Minutes 36 Seconds East, a distance of 357.14 Feet, to a point; Thence
 - 5) Continuing within same, South 53 Degrees 49 Minutes 24 Seconds East, a distance of 30.00 Feet, to a point; Thence
 - 6) Continuing within same, South 36 Degrees 10 Minutes 36 Seconds West, a distance of 361.64 Feet, to a point; Thence

- 7) Continuing within same, South 53 Degrees 15 Minutes 14 Seconds West, a distance of 221.54 Feet, to a point; Thence
- 8) Continuing within same, North 68 Degrees 13 Minutes 18 Seconds West, a distance of 391.81 Feet, to a point; Thence
- 9) Continuing within same, South 24 Degrees 48 Minutes 02 Seconds West, a distance of 54.26 Feet, to a point in the existing Northeasterly right-of-way line of Center Square Road, aforesaid; Thence
- 10) Along the existing Northeasterly right-of-way line of Center Square Road, running parallel to and 24.75 Feet distant from the centerline thereof, North 68 Degrees 04 Minutes 55 Seconds West, a distance of 30.04 Feet, to the point and place of beginning.

Hereinabove described 30.00 Foot Wide Drainage Easement To Be Dedicated To Woolwich Township, contains and Area of 31,115 S.F. or 0.71 Ac., and is graphically shown on the plan entitled: OFF-SITE INFRASTRUCTURE, OFF-SITE DRAINAGE SWALE, OFF-SITE INFRASTRUCTURE FOR MUNICIPAL BUILDING, PLATE 7, BLOCK 28, LOTS 10 & 10.01 & BLOCK 28.01, LOT 2, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 12/20/06, last revised to 02/15/07. CES Job # 1906-16. File # 1906-16-TWNHL-GP01. dwg.


MARGARET KULIK
Professional Land Surveyor
New Jersey License No. 38943



consulting engineer services
Engineers, Planners, and Land Surveyors

James M. Colangelo, Jr., PE, PP, CME
Chief Executive Officer

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Joseph T. Brickley, PE, CME
Vice President

Margaret Kulik, PLS
Associate

March 20, 2007

LEGAL DESCRIPTIONS

LOT 10.01 – BLOCK 28

PLAN OF LOTS

VILLAGES AT WEATHERBY – SECTION 1

LANDS SITUATE

WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Southeasterly right-of-way line of Village Green Drive (Variable Width), as shown on the hereinafter described plan, said point being common corner to Lots 10 & 10.01, Block 28, and being located the following described Three (3) Courses from the existing Southwesterly right-of-way line of Center Square Road (County Route #620) (aka Old Ferry Road), perpendicular to and 24.75 Feet distant from the centerline thereof, and extending; Thence

- a) South 26 Degrees 12 Minutes 00 Seconds West, a distance of 18.65 Feet to a point in the widened right-of-way line of said Center Square Road; Thence
 - b) Along a connecting curve curving to the left, having a Radius of 25.00 Feet, with an interior angle of 90 Degrees 00 Minutes 00 Seconds, and an arc length of 39.27 Feet (Chord S 71°17'14" W, 35.36'), to a point of tangency in the Southeasterly right-of-way line of Village Green Drive (Variable Width); Thence
 - c) Along said Southeasterly right-of-way line, South 26 Degrees 17 Minutes 14 Seconds West, a distance of 176.54 Feet, to the point of beginning and extending from said beginning point; Thence
- 1) Along the division line common to Lots 10 & 10.01, Block 28, South 63 Degrees 42 Minutes 46 Seconds E, a distance of 213.35 Feet, to a point in the division line of Lot 11.01, Block 28; Thence
 - 2) Along the division line common to Lots 10.01 & 11.01, Block 28, South 23 Degrees 13 Minutes 45 Seconds West, a distance of 234.83 Feet, to a point in the Northeasterly right-of-way line of Village Green Drive (Variable Width); Thence
 - 3) Along the Northeasterly right-of-way line of said Village Green Drive, North 54 Degrees 43 Minutes 33 Seconds West, a distance of 100.55 Feet to a point of curvature; Thence

- 4) Along the Northeasterly, Easterly, and Southeasterly right-of-way line, along a curve curving to the right, having a Radius of 150.00 Feet, with an interior angle of 81 Degrees 00 Minutes 47 Seconds, and an arc length of 212.09 Feet (Chord: N 14°13'10" W, 194.86'), to a point of tangency in the Southeasterly right-of-way line of said Village Green Drive; Thence
- 5) Along the Southeasterly right-of-way line of Said Village Green Drive, North 26 Degrees 17 Minutes 14 Seconds East, a distance of 70.63 Feet, to the point and place of beginning.

Hereinabove described Lot 10.01, Block 28, has an Area of 1.01 Acres, and is graphically shown on the plan entitled: PLAN OF LOTS – VILLAGES AT WEATHERBY – SECTION 1, ORIGINAL TRACT: PLATE 7, BLOCK 28, LOTS 5, 6.01, 7, 8, 8.01, 9, 10, 13.01, 14, 15, & 16, BLOCK 29 LOT 3, BLOCK 32, LOTS 1 AND 3, WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 10/14/05, last revised to 10/23/05. CES No. 1906-16, File # 1906-16_POL_MUNICIPAL.dwg.

Margaret Kulik
MARGARET KULIK
Professional Land Surveyor
New Jersey License No. 38943



consulting engineer services
Engineers, Planners, and Land Surveyors

James M. Colangelo, Jr., PE, PP, CME
Chief Executive Officer

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Joseph T. Brickley, PE, CME
Vice President

Margaret Kulik, PLS
Associate

February 27, 2007
Revised March 20, 2007

LEGAL DESCRIPTIONS

LOT 10- BLOCK 28
PLAN OF LOTS
VILLAGES AT WEATHERBY - SECTION 1
LANDS SITUATE

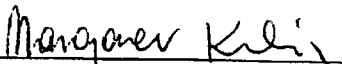
WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the existing Southwesterly right-of-way line of Center Square Road (County Route #620) (aka Old Ferry Road), 24.75 Feet distant from the centerline thereof, said point being South 63 Degrees 48 Minutes 00 Seconds East, a distance of 519.05 Feet from the existing Southeasterly right of way line of Auburn Road (County Route # 551), being 24.75 Feet distant from the centerline there of, and extending; Thence

- 1) South 26 Degrees 12 Minutes 00 Seconds West, a distance of 18.65 Feet to a point in the widened right-of-way line of said Center Square Road; Thence
- 2) Along a connecting curve curving to the left, having a Radius of 25.00 Feet, with an interior angle of 90 Degrees 00 Minutes 00 Seconds, and an arc length of 39.27 Feet (Chord S 71°17'14" W, 35.36'), to a point of tangency in the Southeasterly right-of-way line of Village Green Drive (50' wide); Thence
- 3) Along said Southeasterly right-of-way line, South 26 Degrees 17 Minutes 14 Seconds West, a distance of 176.54 Feet, to the point of beginning and extending from said beginning point; Thence
- 4) Along the division line common to Lots 10 & 10.01, Block 28, South 63 Degrees 42 Minutes 46 Seconds East, a distance of 213.35 Feet, to a point in the division line of Lot 11.01, Block 28; Thence
- 5) Along the division line common to Lots 10 & 11.01, Block 28, North 23 Degrees 13 Minutes 45 Seconds East, a distance of 231.28 Feet, to a point in the existing Southwesterly right-of-way line of Center Square Road (County Route #620); Thence

- 6) Along said right-of-way line, North 68 Degrees 04 Minutes 55 Seconds West, a distance of 140.51 Feet to the point; Thence
- 7) North 63 Degrees 48 Minutes 00 Seconds East, a distance of 35.94 Feet to the point and place of beginning.

Hereinabove described Lot 10, Block 28, has an Area of 1.05 and is graphically shown on the plan entitled: PLAN OF LOTS - VILLAGES AT WEATHERBY - SECTION 1, ORIGINAL TRACT: PLATE 7, BLOCK 28, LOTS 5, 6.01, 7, 8, 8.01, 9, 10, 13.01, 14, 15, & 16, BLOCK 29 LOT 3, BLOCK 32, LOTS 1 AND 3, WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 10/14/05, last revised to 10/23/05. CES No. 1906-16.


MARGARET KULIK
Professional Land Surveyor
New Jersey License No. 38943

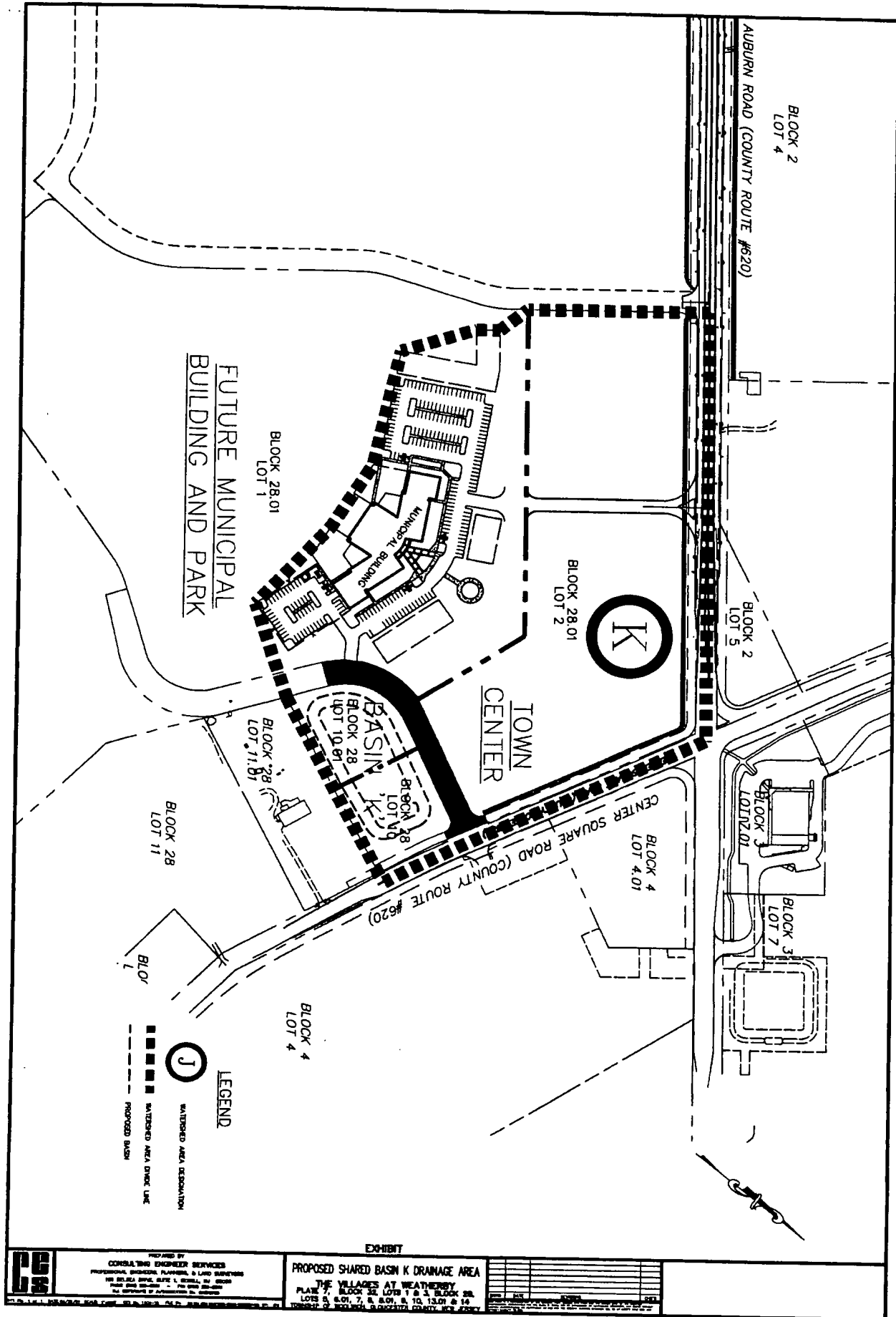


EXHIBIT E



consulting engineer services
Engineers, Planners, and Land Surveyors

James M. Colangelo, Jr., PE, PP, CME
Chief Executive Officer

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Joseph T. Brickley, PE, CME
Vice President

Margaret Kulik, PLS
Associate

March 23, 2007

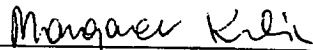
LEGAL DESCRIPTIONS
SHARED BASIN K DRAINAGE AREA
OVER LOT 1 BLOCK 28.01
VILLAGES AT WEATHERBY - SECTION 1
LANDS SITUATE

WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Westerly right-of-way of Village Green Drive common corner to Lots 1 and 2, Block 28.01 and extending; Thence

- 1) Along said right-of-way, turning to the Left, having a radius of 200.00 feet, with a central angle of 72°59'43", and an arc length of 254.80 feet, (chord bearing South 18 Degrees 13 Minutes 42 Seconds East, with a chord length 237.92') to a point of tangency; Thence
- 2) South 54 Degrees 43 Minutes 33 Seconds East, a distance of 101.96 feet, to a point ; Thence
- 3) Departing said right-of-way of Village Green Drive and traversing within bounds of Lot 1, Block 28.01, South 32 Degrees 24 Minutes 57 Seconds West, a distance of 174.04 feet, to a point ; Thence
- 4) North 86 Degrees 20 Minutes 41 Seconds West, a distance of 254.41 feet, to a point ; Thence
- 5) South 83 Degrees 39 Minutes 54 Seconds West, a distance of 176.06 feet, to a point ; Thence
- 6) South 63 Degrees 46 Minutes 42 Seconds West, a distance of 275.20 feet, to a point ; Thence
- 7) North 56 Degrees 34 Minutes 28 Seconds West, a distance of 178.38 feet, to a point ; Thence
- 8) North 38 Degrees 57 Minutes 53 Seconds West, a distance of 54.00 feet, to a point ; Thence
- 9) North 76 Degrees 29 Minutes 02 Seconds West, a distance of 81.22 feet, to a point, common corner to Lots 1 and 2 Block 28.01 ; Thence
- 10) Along common division line to Lots 1 and 2, Block 28.01, North 51 Degrees 02 Minutes 07 Seconds East, a distance of 774.25 feet, to a point ; Thence
- 11) Along same South 71 Degrees 43 Minutes 50 Seconds East, a distance of 285.59 feet to the point and place of beginning.

Hereinabove described portion of Lot 1 Block 28.01 has an area of 7.89 Acres


MARGARET KULIK
Professional Land Surveyor
New Jersey License No. 38943

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NJ Certificate of Authorization #GA276725

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EXHIBIT F



consulting engineer services
Engineers, Planners, and Land Surveyors

James M. Colangelo, Jr., PE, PP, CME
Chief Executive Officer

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Joseph T. Brickley, PE, CME
Vice President

Margaret Kulik, PLS
Associate

March 20, 2007

LEGAL DESCRIPTIONS

LOT 2 – BLOCK 28.01

PLAN OF LOTS

VILLAGES AT WEATHERBY – SECTION 1

LANDS SITUATE

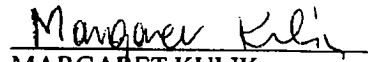
WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the intersection of the existing Southwesterly right of way line of Center Square Road (County Route #620), 24.75 Feet distant from the centerline thereof and the existing Southeasterly right of way line of Auburn Road (County Route #551), 24.75 Feet distant from the centerline thereof, and extending; Thence

- 1) Along the existing Southwesterly right of way line of Center Square Road (County Route #620), 24.75 Feet distant from the centerline thereof, South 63 Degrees 48 Minutes 00 Seconds East a distance of 519.05 Feet, to a point; Thence
- 2) South 26 Degrees 12 Minutes 00 West, a distance of 18.50 Feet. To a point in the widened right of way line of said Center Square Road; Thence
- 3) Along a curve, turning to the right, with a Radius of 25.00 Feet, and an Interior angle of 90 Degrees 00 Minutes 00 Seconds, and an Arc length of 39.27 Feet (Chord S 18°42'46" E, 35.36'), to a point in the Southeasterly right of way line of Village Green Drive (Variable Width); Thence
- 4) Along said right of way of Village Green Drive, South 26 Degrees 17 Minutes 14 Seconds West, a distance of 257.30 Feet, to a point of curvature; Thence
- 5) Still along said right of way of Village Green Drive, along a curve, curving to the left, with a Radius of 200.00 Feet, with an Interior angle of 8 Degrees 01 Minutes 04 Seconds, and an Arc length of 27.99 Feet, (Chord S 22°16'42" W, 27.96'), to a point, common corner to Lots 1 & 2, Block 28.01; Thence
- 6) Along the division line of Lots 1 & 2, Block 28.01, North 71 Degrees 43 Minutes 50 Seconds West, a distance of 285.59 Feet, to a point; Thence
- 7) South 51 Degrees 02 Minutes 07 Seconds West, a distance of 774.25 Feet, to a point, common corner to Lots 1 & 2, Block 28.01; Thence

- 8) North 38 Degrees 57 Minutes 53 Seconds West, a distance of 348.75 Feet, to a point of curvature;
Thence
- 9) Along a curve, curving to the right, with a Radius of 25.00 Feet, with an Interior angle of 90 Degrees 00 Minutes 00 Seconds, and an Arc length of 39.27 Feet, (Chord N 06°02'07" E, 35.36') to a point in the widened Southeasterly right of way line of Auburn Road (County Route #551);
Thence
- 10) North 38 Degrees 57 Minutes 53 Seconds West, a distance of 19.25 Feet, to a point in the existing Southeasterly right of way line of Auburn Road (County Route #551); Thence
- 11) Along said existing Southeasterly right of way line of Auburn Road (County Route #551), North 51 Degrees 02 Minutes 07 Seconds East, a distance of 973.02 Feet, to the point and place of beginning.

Hereinabove described Lot 2, Block 28.01, has an Area of 11.33 Acres, and is graphically shown on the plan entitled: PLAN OF LOTS – VILLAGES AT WEATHERBY – SECTION 1, ORIGINAL TRACT: PLATE 7, BLOCK 28, LOTS 5, 6.01, 7, 8, 8.01, 9, 10, 13.01, 14, 15, & 16, BLOCK 29 LOT 3, BLOCK 32, LOTS 1 AND 3, WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 10/14/05, last revised to 10/23/05. CES No. 1906-16, File # 1906-16_POL_MUNICIPAL.dwg.


MARGARET KULIK
Professional Land Surveyor
New Jersey License No. 38943



consulting engineer services
Engineers, Planners, and Land Surveyors

October 21, 2003

LEGAL DESCRIPTION
PROPOSED LOT 4 BLOCK 4

Plan of Minor Subdivision

LANDS SITUATE

WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the existing Southeasterly right-of-way line of Auburn Road (C.R. 551) said point being North 50 Degrees 52 Minutes 04 Seconds East and 454.90 Feet distant from the intersection of the existing Southeasterly right-of-way line of Auburn Road (C.R. 551) with the existing Northeasterly right-of-way line of Center Square Road (C.R. 620), and extending from the described point of beginning; Thence

- 1) Along the existing Southeasterly right-of-way line of Auburn Road, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 167.57 Feet to a point in the division line common to Lots 3 and 4, Block 4; Thence
- 2) Along said division line South 70 Degrees 49 Minutes 50 Seconds East, a distance of 978.39 Feet to a point; Thence
- 3) Along the same South 82 Degrees 49 Minutes 50 Seconds East, a distance of 70.76 Feet to a point in the Westerly line of Pennsylvania Reading Seashore Lines; Thence
- 4) Along Westerly line of Pennsylvania Reading Seashore Lines, South 00 Degrees 52 Minutes 20 Seconds East, a distance of 121.10 Feet to a point; Thence
- 5) Along the same South 00 Degrees 17 Minutes 40 Seconds East, a distance of 460.50 Feet to a point in the existing right-of-way line of Center Square Road; Thence
- 6) Along the existing right-of-way line of Center Square Road, North 84 Degrees 31 Minutes 10 Seconds West, a distance of 414.66 Feet to a point; Thence
- 7) Along the same North 68 Degrees 04 Minutes 55 Seconds West, a distance of 538.26 Feet to a point; Thence
- 8) Still along the existing right-of-way line of Center Square Road, North 63 Degrees 48 Minutes 00 Seconds West, a distance of 263.80 Feet to a point in the proposed Lot Line; Thence

150 Delsea Drive, Suite 1, Sewell, NJ 08080

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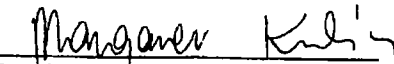
NJ Certificate of Authorization #GA276725

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EXHIBIT H

- 9) Along said proposed Lot Line North 26 Degrees 17 Minutes 14 Seconds East, a distance of 332.00 Feet to a point; Thence
- 10) Along the same, North 39 Degrees 07 Minutes 56 Seconds West, a distance of 195.00 Feet to the point and place of beginning.

Hereinabove described Proposed Lot 4 Block 4 containing 15.66 Ac. is graphically shown on the plan entitled PLAN OF MINOR SUBDIVISION, WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 9/18/03 and revised 10/21/03. CES #1906-14.


MARGARET KULIK, P.L.S.
New Jersey License No. 38943



consulting engineer services
Engineers, Planners, and Land Surveyors

October 21, 2003

LEGAL DESCRIPTION
PROPOSED LOT 4.01 BLOCK 4

Plan of Minor Subdivision

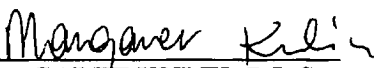
LANDS SITUATE

WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point formed by the intersection of the existing Southeasterly right-of-way line of Auburn Road (C.R. 551) with the existing Northeasterly right-of-way line of Center Square Road (C.R. 620), and extending from the described point of beginning; Thence

- 1) Along the existing Southeasterly right-of-way line of Auburn Road, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 454.90 Feet to a point in the proposed Lot Line; Thence
- 2) Along said proposed lot line South 39 Degrees 07 Minutes 56 Seconds East, a distance of 195.00 Feet to a point; Thence
- 3) Along the same South 26 Degrees 17 Minutes 14 Seconds West, a distance of 232.00 Feet to a point in the existing right-of-way line of Center Square Road; Thence
- 4) Along the existing right-of-way line of Center Square Road, North 63 Degrees 48 Minutes 00 Seconds West, a distance of 366.55 Feet to the point and place of beginning.

Hereinabove described Proposed Lot 4.01 Block 4 containing 2.42 Ac. is graphically shown on the plan entitled PLAN OF MINOR SUBDIVISION, WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 9/18/03 and revised 10/21/03. CES #1906-14.


MARGARET KULIK, P.L.S.
New Jersey License No. 38943

ACCESS AND UTILITY EASEMENT

THIS INDENTURE, made this 3rd day of August 2009, by and between **GLOUCESTER NEW COMMUNITIES COMPANY, INC.**, c/o W. R. Grace & 7500 Grace Drive, Columbia, Maryland 21044 (the "**Grantor**"), and **AQUA NEW JERSEY, INC.**, a New Jersey public utility corporation, 10 Black Forest Road, Hamilton New Jersey 08691 (the "**Grantee**").

WITNESSETH:

Grantor, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto Grantee, its successors and assigns, forever, a moveable access easement in, under, across and over the property of Grantor, situate in the Township of Woolwich, County of Gloucester and State of New Jersey, described in Schedule A attached hereto and made a part hereof (the "**Easement Area**"), known as a portion of Lot 3 of Block 4 on the Tax Map of the Township of Woolwich and as shown on a plan entitled "Plan of Major Subdivision, Lexington Mews at Weatherby, Plate 3, Block 3, Lot 7 and Block 4, Lot 3, Township of Woolwich, Gloucester County, New Jersey," prepared by Consulting Engineer Services, dated 8/13/04, and recorded in the Office of the Clerk of Gloucester County on November 28, 2006 as Map No. 4205, for the purpose of pedestrian and vehicular access to Block 4, Lot 3.01 from Auburn Road a/k/a County Route #551. This moveable access easement through a portion of Lot 3 of Block 4 is for the benefit of Lot 3.01 to provide access to and from County Route #551 to permit Grantee to service the sewer pump station constructed thereon and is in common with the movable utility easement described below. "Easement Area" as referred to herein includes any relocated easement area as herein permitted.

Grantor does hereby give, grant and convey unto Grantee, its successors and assigns, a moveable easement in, under, across and over the Easement Area for the purposes of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time, electric lines necessary for the operation of the pump station to be located on Lot 3.01 of Block 4, and for water and sanitary sewer pipes with necessary fittings, appurtenances and attached facilities, including mains, laterals and connections, and with the further right to enter in and upon the Easement Area with men and machinery, vehicles and materials, at any and all times, for the purpose of installing, maintaining, inspecting, repairing, renewing or adding to the aforesaid utilities, appurtenances and facilities, and for adding anything necessary, useful or convenient for the enjoyment of the easement herein granted.

Throughout the term of this Easement and any amendments thereto, Grantor, for itself, its successors and assigns, reserves the right to relocate the vehicular and pedestrian access to the pump station as well as the electric, water and sewer lines located underground within the Easement Area to another location on Grantor's property at Grantor's sole cost and expense. Grantor may choose to relocate the access road only, the electric line only, the water line only, or the sewer lines only, or any combination thereof, in which event this Easement shall remain in full force and effect as to any facilities not relocated. This Easement shall terminate as to any relocated facilities upon completion of the work for the relocated facilities and the filing of an Amendment to this Access and Utility Easement executed by the Grantor or its successors or assigns. Grantor shall provide Grantee with a plan and metes and bounds legal description of the proposed location of any such relocated Easement Area, as well as an Amendment to this Access and Utility Easement describing the new Easement Area and terminating the relevant portion of the existing Easement which, upon written request of Grantor, shall be signed by the parties

hereto, their successors or assigns, and recorded with the Clerk of Gloucester County. Grantee's consent to such proposed relocation shall not be withheld provided such relocation does not unreasonably disrupt sewer service for properties serviced by the sewer pump station.

It is understood and agreed as a part of the consideration for the easements granted herein, Grantee's acknowledgment of and agreement that Grantee shall use, develop, maintain and operate the easements so as in no way to unnecessarily hinder or prevent the Grantor, its successors and assigns, from using the Easement Area for any purpose that does not materially interfere with the rights of Grantee herein including Grantor's right to share access with Grantee within the Easement Area to County Route #551 from Lot 3 of Block 4.

The easements and all rights granted hereunder to Grantee are expressly subject to the following restrictions imposed by, and rights reserved unto, Grantor:

1. All Rights Reserved. Except as hereinabove expressly granted to Grantee, Grantor expressly reserves all rights in and to the Easement Area unto itself, its successors and assigns including the right to use the access Easement for the benefit of its retained lands in common with Grantee.
2. Liability Insurance. From the date hereof, Grantee shall maintain insurance covering, and shall provide Grantor with certificates of insurance naming, Grantor as an additional insured and confirm insurance coverage on the Easement Area for policy or policies of Comprehensive Public Liability Insurance with broad form contractual and personal injury liability endorsements with respect to the Easement Area, the easements and the business carried on therein, in which insurance both Grantee and Grantor shall be adequately covered under limits of liability in such amounts (not less than \$1,000,000.00 for injury or death to any one person and \$2,000,000.00 for injury or death to more than one person).

3. Permits; Compliance with Regulations. At all times from and after the date hereof, Grantee shall obtain at its cost and expense and provide true and complete copies to Grantor of all permits, approvals and licenses required by any applicable statute, ordinance or regulation as a condition to the construction, installation, operation and maintenance of improvements in, under, across and over the Easement Area. At all times from and after the date hereof, Grantee shall comply with all applicable laws, ordinances, rules and regulations having applicability to Grantee's use and enjoyment of the Easement Area and the easements and the rights granted hereunder.

4. No Hazardous Substances. Grantee shall not use the Easement Area nor any portion thereof to generate, manufacture, refine, transport, treat, store, handle or dispose of any hazardous substances or wastes as defined in any Federal, state, county, municipal or other governmental law, ordinance, rule, regulation, requirement and/or directive pertaining to the environment (as "**Environmental Law**" or "**Environmental Laws**") including, but not limited to, the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.); the Worker and Community Right To Know Act (N.J.S.A. 34:5A-1 et seq.); the Resource Conservation and Recover Act.

5. Record Plans. If requested by Grantor, Grantee shall supply to the Grantor, at no cost and expense to Grantor, record plans indicating all project infrastructure constructed and installed within the Easement Area.

6. Indemnification. As further consideration for the granting of these easements, Grantee does hereby covenant and agree with Grantor, its successors and assigns, Grantee's acknowledgment of, and agreement to indemnify, defend and save Grantor, its successor and

assigns, harmless from any and all liabilities, fines, suits, claims, obligations, damages, losses, penalties, demands, actions, judgments, costs and expenses of any kind or nature (including reasonable attorneys' fees) (collectively, "Costs") for (i) personal injury or death, (ii) property damages, or (iii) any other kind or type of Costs of whatsoever kind or nature, which may occur or be alleged to have occurred by anyone whomsoever due to or arising out of (a) any work or thing done in, on, over, under or about the easements or any part thereof by any individual, firm, partnership, corporation, person or other entity ("**Person**"), (b) any use, possession, occupation, condition, operation, maintenance or management of the easements or any part thereof, including, without limitation, any air, land, water or other pollution thereon or emanating therefrom, (c) any negligence or wrongful act or omission on the part of Grantee or any person claiming through or under Grantee or their respective employees, agents, licensees, invitees, contractors or respective employees, agents, licensees, invitees, contractors or servants of Grantee or any such person, (d) any accident or injury to any person (including death) or damage to property (including loss or property) occurring in, on or about the easements or any part thereof, (e) any failure on the part of Grantee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in the Indenture, and (f) any failure on the part of Grantee to comply with all obligations under any and all applicable laws, ordinances, rules and regulations governing the use and occupancy of the easements. These provisions shall survive any termination of these easements.

To have and to hold the above granted easement and right of way unto the said Grantee, its successors and assigns, forever.

Grantee agrees, by the acceptance of this 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, resurfaced and returned to as nearly as possible the same condition as when said opening was made, all such work to be done at the expense of the Grantee.

And Grantor does hereby covenant with Grantee as follows:

(1) That the Grantor is lawfully seized and possessed of the real estate encompassed by the said easement and has good right to convey said easement.

(2) That Grantee shall quietly enjoy the said easement and right of way.

(3) That the Grantor does hereby expressly permit entry to the easement area by Grantee for the purposes permitted herein without furnishing notice of said entry to Grantor.

(4) That the said easement is free from encumbrances and that any subsequent encumbrances will be subject to the rights of this easement.

(5) That the Grantor shall not construct any buildings or appurtenances over, under or across said easement or allow the planting of any trees, shrubbery or bushes which will materially interfere with the use or enjoyment of said easement. Grantor retains the right to use the Easement Area for common access to benefit Grantor's lands, including the right to improve the access with paving, curbing and signage, according to such standards as Grantor may elect, if necessary, for development of Grantor's lands. If the easement area is used in common by Grantor and Grantee, Grantor shall maintain that portion of the easement area used in common by both parties and Grantee shall maintain that portion of the easement area used exclusively by Grantee.

(6) That the Grantee may assign its rights in this easement to a governmental entity or quasi-governmental entity or a private company having jurisdiction over the distribution of water and sewage in Woolwich Township, Gloucester County, New Jersey, without further notice to the Grantor. Any such assignment of rights shall be subject to a condition that if the entity or companies having jurisdiction over water and sewage are different or unrelated companies or entities, any work within the easement area shall be accomplished with minimal disruption and, except in an emergency, shall be undertaken only upon five days written notice served on the other company or utility.

The easements hereby granted shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, including but without limitation, all subsequent owners, mortgagees, tenants and licensees of the lands affected and all persons claiming under them. Notwithstanding anything stated hereinabove to the contrary, upon any conveyance by Grantor of the land of which the Easement Area is a part, from and after the date of such conveyance, (i) Grantor shall be relieved of all liability hereunder, and (ii) all obligations hereunder shall be binding upon the party acquiring title to the property. This Easement may not be terminated, amended or modified without the express written consent of Grantee except as expressly provided for herein.

IN WITNESS WHEREOF, Grantor, Gloucester New Communities Company, Inc., has
caused these presents to be signed the day and year first above written.

GLOUCESTER NEW COMMUNITIES
COMPANY, INC.

By: W B Mc Gowan
W. Brian McGowan, President

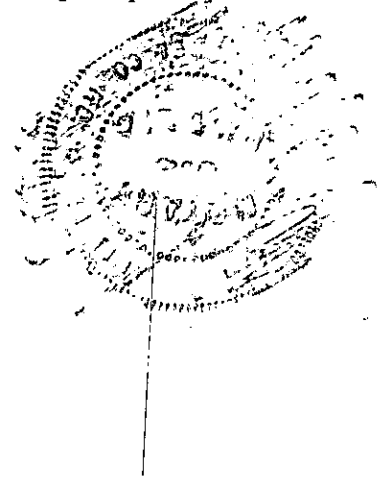
STATE OF MARYLAND :
: SS.
COUNTY OF HOWARD :

I CERTIFY that on August 3, 2009, before me, the undersigned
authority, personally appeared W. Brian McGowan, the President of Gloucester New
Communities Company, Inc., a New Jersey corporation (the "Corporation"), who acknowledged
under oath to my satisfaction that he personally signed and delivered the foregoing instrument,
that he was duly authorized to execute the foregoing instrument on behalf of the Corporation,
and that he as such authorized officer executed the foregoing instrument as the voluntary act of
the Corporation.

Susan M. Martinez
(Notary Public)

Commission Expires 11/1/09

[stamp/seal]



SCHEDULE A

**ACCESS & UTILITY EASEMENT
OVER LOT 3 OF BLOCK 4, WOOLWICH TOWNSHIP,
GLOUCESTER COUNTY, NEW JERSEY**



consulting engineer services
Engineers, Planners, and Land Surveyors

James M. Colangelo, Jr., PE, PP, CME
Chief Executive Officer

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Joseph T. Brickley, PE, CME
Vice President

Margaret Kulik, PLS
Associate

June 26, 2006
Revised October 24, 2006

LEGAL DESCRIPTION
ACCESS & UTILITY EASEMENT
TO BE DEDICATED TO AQUA NEW JERSEY
OVER LOT 3 - BLOCK 4
PLAN OF MAJOR SUBDIVISION "LEXINGTON MEWS AT WEATHERBY"
LANDS SITUATE
TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Southeasterly right-of-way line of Auburn Road (County Route #551), perpendicular to and 24.75 Feet distant from the centerline thereof, said point being located along the Southeasterly right-of-way line of Auburn Road, North 50 Degrees 52 Minutes 04 Seconds East, and 225.88 Feet distant from a point common corner to Lots 2 & 3, Block 4, and extending from said point of beginning; Thence

- 1) Along the Southeasterly right-of-way line of Auburn Road, running parallel to and 24.75 Feet distant from the centerline thereof, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 68.87 Feet, to a point; Thence
- 2) Traversing within the bounds of Lot 3, Block 4, South 68 Degrees 32 Minutes 07 Seconds East, a distance of 187.40 Feet, to a point; Thence
- 3) Continuing within said bounds, South 39 Degrees 07 Minutes 55 Seconds East, a distance of 368.97 Feet, to a point in the division line common to Lots 3 & 3.01, Block 4; Thence
- 4) Along the division line common to Lots 3 & 3.01, Block 4, North 80 Degrees 07 Minutes 54 Seconds West, a distance of 0.92 Feet, to a point; Thence
- 5) Continuing along said common division line, South 09 Degrees 07 Minutes 57 Seconds West, a distance of 75.00 Feet, to a point; Thence
- 6) Traversing within the bounds of Lot 3, Block 4, North 80 Degrees 07 Minutes 54 Seconds West, a distance of 5.23 Feet, to a point; Thence
- 7) Continuing within said bounds, North 39 Degrees 07 Minutes 55 Seconds West, a distance of 398.51 Feet, to a point; Thence
- 8) Continuing within said bounds, North 68 Degrees 32 Minutes 07 Seconds West, a distance of 205.48 Feet, to the point and place of beginning.

150 Delsea Drive, Suite 1, Sewell, NJ 08080
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com
NJ Certificate of Authorization #GA276725

Hereinabove described Access & Utility Easement To Be Dedicated To Aqua New Jersey, being over Lot 3, Block 4, and containing 34,973 S.F. or +/- 0.80 acres +/-, is graphically shown on the plan entitled: PLAN OF MAJOR SUBDIVISION, LEXINGTON MEWS AT WEATHERBY, PLATE 3, BLOCK 3, LOT 7, AND BLOCK 4, LOT 3, TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 8/13/04, and last revised to 6/26/06. CES # 1906-15. Dwg. File # 1906-15_MSP01-2.dwg.

Margaret Kulik
MARGARET KULIK,
Professional Land Surveyor,
New Jersey License No. 38943

RECORD AND RETURN TO:

HYLAND LEVIN LLP
ATTORNEYS AT LAW
PLAZA 1000, SUITE 400
MAIN STREET
VOORHEES, NEW JERSEY 08043

Accom. LR
 Record & Return To:
 Foundation Title, LLC
 19000 Lincoln Drive West
 Suite 201
 Marlton, NJ 08053
 (856) 834-2600



Prepared By: _____
 William J. Bowe, Esq.

DEED OF EASEMENT AND RIGHT OF
 WAY FOR WELL LOCATED ON LOT 3,
 BLOCK 4 IN THE TOWNSHIP OF
 WOOLWICH, GLOUCESTER COUNTY,
 NEW JERSEY

THIS INDENTURE, made this 27 day of March, 2015, by and between SUMMIT VENTURES, L.L.C., a New Jersey limited liability company, having an address of 701 Cooper Road, Suite 7, Voorhees, New Jersey 08043 (hereinafter called "Grantor"), and AQUA NEW JERSEY, INC., a corporation organized and existing under the laws of the State of New Jersey, having its principal office and place of business at 10 Black Forest Road, Hamilton, NJ 08691, (hereinafter called "Grantee").

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 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 Grantor property designated as a portion of Lot 3, Block 4 on the Tax Maps for the Township of Woolwich, Gloucester County, New Jersey as described in Exhibit A ("Easement Area") for the purpose of installing, operating, maintaining, inspecting, removing, repairing, renewing and replacing a well ("Well"), together with such mains and appurtenances connecting thereto, for the transmission and distribution of water for use to serve the Woolwich Community; together with the free right of ingress and egress over and across the Easement Area insofar as such right of ingress and egress is necessary to the proper use of any other right granted herein subject to the terms set forth herein. Grantee shall further have the right to traverse any private roadways of Grantor for the purposes of ingress and egress to the Easement Area insofar as such right of ingress and egress is necessary to the proper use of any other right granted herein subject to the terms set forth herein This is an exclusive easement and right of way right drafted pursuant to N.J.A.C. 7:10-11.7 to protect the Well, which is one of the ground water sources for a public community water system serving the Woolwich Community.

Grantee, its successors and assigns, and their duly authorized agents, employees and contractors shall have the right to (i) enter in and upon the Easement Area with personnel,

Docket: 00028336 Type: EAS Pages: 7
 James N. Hoann, Gloucester County Clerk
 Receipt #: 453511 03:24:15P Jul 27, 2015
 Recording Fee: 100.00 DB 5346 309

machinery, vehicles and material at any and all reasonable times for the purposes stated above; and (ii) cut, prune and remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein; and (iii) do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted. No other structures, including, but not limited to, residential units, fences and sheds, or vegetation are permitted within the Easement Area.

Grantee shall have the right at any time after acceptance of this Easement to enter upon the Easement Area for the purposes set forth above. Upon any entry by Grantee that disturbs the land, Grantee will replace, restore, resod or regrade or repave the land in substantially the same condition in which it existed prior to said reentry within a reasonable period of time, but shall not be responsible for the replacement of shrubbery, trees, fences or other obstacles. At no time shall rights conveyed hereunder be interpreted so as to result in a breach of or otherwise violate tenants' leasehold rights.

The Well shall at all times be and remain the property of, and subject to the sole control of, Grantee, its successors and assigns. The Easement granted herein is conveyed subject to the following: Other than those of Grantee allowed hereunder, Grantor shall not and shall not allow other pipes or conduits to be placed within Easement Area provided by Grantor; no excavation or blasting shall be carried on by Grantor (nor shall Grantor allow other persons to conduct such) which in any way endangers or might endanger the Well; and no major or minor pollutant sources or non-water system related activities, except as detailed in this Easement, shall be permitted in the Easement Area.

Grantee agrees, by 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 Grantee.

Grantor does hereby covenant with Grantee that Grantor is the owner in fee simple of the real estate hereby subjected to this Deed of Easement and Right of Way and has good title to convey same, having acquired said real estate from Gloucester New Communities Company, Inc.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

Grantor shall have no responsibility for any costs and/or expenses associated with Grantee's use or access, unless the action of Grantor impedes upon Grantee's use and enjoyment of the Easement. Grantee shall be responsible for all costs and expenses arising from Grantee's use of the Easement Area in these circumstances.

To have and to hold all and singular the easement and right-of-way unto the Grantee, its successors and assigns, and to Grantee's, its successors' and assigns' proper use and benefit forever. Grantor generally warrants the rights, privileges and authority herein granted and conveyed and does further warrant that Grantee shall have quiet possession of the within easement free from all claims and encumbrances except as allowed herein; and Grantor will execute and deliver to Grantee such further documents and assurances that may become necessary in connection therewith.

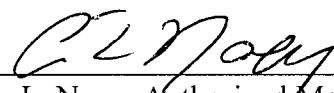
IN WITNESS WHEREOF, Grantor and Grantee have duly executed this INDENTURE, all as of the day and year first written above.

SUMMIT VENTURES L.L.C.

By: COWICH ASSOCIATES, Member

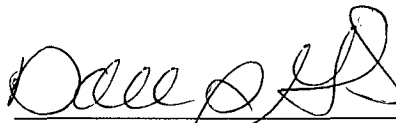
By: 
Kenneth I. Schatz, Authorized Partner

By: TWENTY TWENTY, LLC, Member

By: 
Akos L. Nagy, Authorized Member

STATE OF NEW JERSEY :
: SS.
COUNTY OF CAMDEN :

BE IT REMEMBERED, that on this 27th day of March, 2015, KENNETH I. SCHATZ personally appeared before me and acknowledged under oath to my satisfaction that he personally signed and delivered the foregoing document, that he was authorized to execute the foregoing document on behalf of COWICH ASSOCIATES, a New Jersey general partnership and a member of SUMMIT VENTURES L.L.C., a New Jersey limited liability company, and this document is delivered as the duly authorized and voluntary act of COWICH ASSOCIATES and SUMMIT VENTURES L.L.C.



(Notary Public)

Darlene Bakely Gerber
Notary Public
of New Jersey
My Commission
Expires 12/01/2016

STATE OF NEW JERSEY :
: SS.
COUNTY OF CAMDEN :

BE IT REMEMBERED, that on this 27th day of March, 2015, AKOS L. NAGY personally appeared before me and acknowledged under oath to my satisfaction that he personally signed and delivered the foregoing document, that he was authorized to execute the foregoing document on behalf of TWENTY TWENTY, LLC, a New Jersey limited liability company and a member of SUMMIT VENTURES L.L.C., a New Jersey limited liability company, and this document is delivered as the duly authorized and voluntary act of TWENTY TWENTY, LLC and SUMMIT VENTURES L.L.C.



(Notary Public)

Darlene Bakely Gerber
Notary Public
of New Jersey
My Commission
Expires 12/01/2016

Record and Return to:

(For use of the Clerk or Recorder)



consulting engineer services
Engineers, Planners, and Land Surveyors

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Margaret Kulik, PLS
Vice President

September 16, 2014

WELL EASEMENT – WATER LOCATION #2

Across Lot 3, Block 4
Township of Woolwich, Gloucester County, New Jersey

Steven M. Shriver
VP Business Development
Tony Lecane, Senior Associate
Marie Baaden, PE, Associate
Jay F. Sims, PE, PP, CME, Associate
Rosie Wolk, PE, CME, Associate

Michael R. Brown, PE, CME
Peter G. Burgess, PE, PLS, CME
Michael C. Dupras, MS
Alan J. Ippolito, PE, CME
William A. Ralston, PE, CME
John F. Witthohn, PE, CME
Paul A. Witthohn, PE

Beginning at a point at the intersection of the southeasterly line of a Road Easement along the southeasterly line of Auburn Road (County Route #551) (Variable Width), said Easement line being distant 44.00 Feet southeast from the centerline of said Auburn Road, at its intersection with the common line of Lot 3 and Lot 2 of Block 4; Thence

1. Along the said common line of Lot 3 and Lot 2 of Block 4, South 39 Degrees 07 Minutes 56 Seconds East, a distance of 110.00 Feet to a point in the same; Thence
2. Traversing across Lot 3 of Block 4, South 50 Degrees 52 Minutes 04 Seconds West, a distance of 84.17 Feet to a point in the Northerly line of a 60' Wide Access Easement dedicated to Aqua New Jersey; Thence
3. Along the said line of the Access Easement, North 68 Degrees 32 Minutes 07 Seconds West, a distance of 126.26 Feet to a point in the aforementioned Road Easement line; Thence
4. Along said Road Easement, running parallel and 44.00 Feet distant from the centerline of said Auburn Road, North 50 Degrees 52 Minutes 04 Seconds East, a distance of 146.16 Feet to a point and place of beginning.

Containing area of 12,668 SF.

Being shown on a map entitled "Water Location #2 (Block 4, Lot 3)" as prepared by Consulting Engineer Services dated 08/28/14. File No. 1906-15-AQUA ESMT EXHIBIT.dwg

Norman K. Rodgers, III
Professional Engineer & Land Surveyor
NJ license No. 39710

645 Berlin-Cross Keys Road, Suite 1, Sicklerville, NJ 08081
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com

NJ Certificate of Authority 18891206457667000ports/legal/WATER LOCATION 2 WELL

