

DB1666-P217

Item No. 23

R/W No. 65068

Prepared by

Larry M. Knotts

NEW JERSEY

66643

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. Nory
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

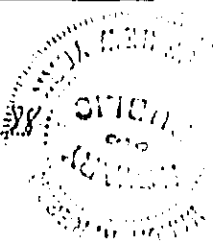
WANDA K. REGAN

Notary Public, State of New York

No. 4914449

Qualified in New York County

Commission Expires September 30, 1988



DB1666-P220

STATE OF WEST VIRGINIA)

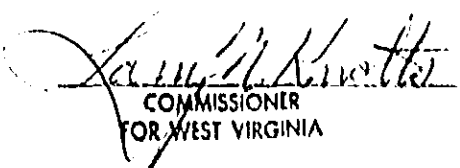
COUNTY OF KANAWHA)

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 8/12/87

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;
- 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

DB1666-P222

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

Cad 31700265
Consideration 5950.00
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