

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

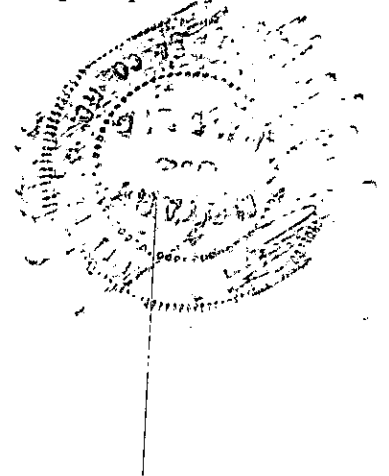
STATE OF MARYLAND :
: SS.
COUNTY OF HOWARD :

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