

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.

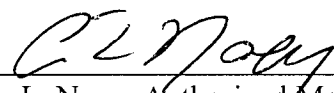
IN WITNESS WHEREOF, Grantor and Grantee have duly executed this INDENTURE, all as of the day and year first written above.

SUMMIT VENTURES L.L.C.

By: COWICH ASSOCIATES, Member

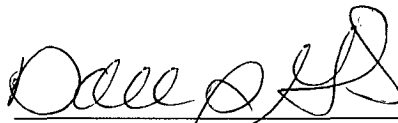
By: 
Kenneth I. Schatz, Authorized Partner

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

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

