

RECORD & RETURN TO:
Corporate Properties
PSEG Services Corporation
80 Park Plaza, t6b
Newark, New Jersey 07102

Prepared By: Sherita L. Johnson

GRANT OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 2025, between **COUNTY OF PASSAIC**, with an office at 401 Grand Street Paterson, New Jersey 07505, (hereinafter called "Grantor"), and **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey, having its office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee").

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Borough of Pompton Lakes, County of Passaic and State of New Jersey, commonly known as Block 2300, Lot 1 (hereinafter the "Property"); and

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing utility service to subscribers in the State of New Jersey; and

WHEREAS, the Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the provision of utility service thereto and for the conduct of its business, all in accordance with and for the purposes set forth in this Grant of Easement, for the mutual benefit of both Grantor and Grantee;

NOW THEREFORE, WITNESSETH: In consideration of these premises and the sum of ONE (\$1.00) DOLLAR, paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. Grantor does hereby grant and convey unto Grantee an easement in perpetuity in, under, through, upon, over and across the hereinbefore described Property of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining mains, pipes, manholes, handholes, regulator vent poles and other fixtures, appurtenances and facilities (hereinafter the "Facilities") which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper for the transmission and distribution of gas, together with such free and unlimited access to, egress and ingress in, from and over all points of said Property, as is reasonable or necessary for the full use, occupancy and enjoyment of said easement. Said easement area and the Facilities to be installed therein are more particularly shown on Drawing No. _____ attached hereto and made a part hereof.

2. Grantor does further grant and convey to Grantee the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, maintenance or operation of said Facilities within the easement area. Grantee shall not be responsible for any damage to any trees or other vegetation due to the installation of the Facilities.

3. Grantor shall have the right to use, occupy and enjoy the surface and air space around the easement area for any purpose which does not interfere or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantee. Grantor agrees, however, that that no buildings or structures shall be erected over or within ten (10) feet of said Facilities of Grantee.

4. Grantor shall have the right to allow other utilities to use the said easement area for any purpose, which does not in any way interfere with the accessibility and safe operation of said Facilities of Grantee, and subject to the consent of Grantee. Grantor's right to allow other utilities to use the easement area does not include the right to allow other utilities to use the Facilities that Grantee has installed in the easement. Grantor's right to allow other utilities to use the easement area shall in no way limit the rights granted to Grantee in this Easement.

5. Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor; and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of Grantee.

6. If Grantor shall, at any time after the initial installation of said Facilities, request Grantee to relocate said Facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Grantor, Grantee to have the same rights and privileges in the new location or locations as in the former location or locations.

7. Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all encumbrances.

8. Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any acts or omissions of Grantee or by any employee, licensee, invitee or agent of Grantee.

9. Grantor shall indemnify and hold harmless Grantee from and against any claim, demand, suit or action, and liability, loss, damage, or judgment which may arise therefrom, as well as against any fees, costs, charges or expenses which Grantee incurs in the defense of any such claim, suit, action or similar demand made or filed by any third party against Grantee to the extent same arises out of or relates to past, present or future pollution or contamination of the environment at the Property caused by or through Grantor, including, without limitation, the presence, discharge or release or threatened discharge or release of hazardous materials in or to the environment caused by or through Grantor.

10. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey and recorded on the title to the Property.

11. By the acceptance of this instrument, Grantee agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Grantor has duly signed these presents the day and year first above written.

WITNESS:

COUNTY OF PASSAIC:

By: _____
Print Name: _____
Print Title: _____

By: _____
Print Name: _____
Print Title: _____

STATE OF)
 : SS.
COUNTY OF)

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, who, I am satisfied, is _____ of County of Passaic, the corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation, having full authority to do so, and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors.

Notary



Dynamic Survey, LLC
1904 Main Street
Lake Como, NJ
T. 732-749-8780

November 13, 2024
Revised: March 11, 2025

PROPOSED 20' WIDE PSE&G EASEMENT DESCRIPTION

Portion of Lots 1 & 7, Block 2300

Borough of Pompton Lakes, Passaic County, New Jersey

BEGINNING at a point on the common line between Lots 7 & 10, Block 2300, said point being South 57 degrees 59 minutes 41 seconds East, along the common line between Lots 1 & 10, a distance of 145.75 feet, from a point on the easterly line of Laura Street (35' Right of Way Width Per Tax Map), and running thence;

1. North 24 degrees 02 minutes 51 seconds West, running through a portion of Lots 7 & 1, a distance of 29.16 feet to a point, thence;
2. North 32 degrees 00 minutes 19 seconds East, running through a portion of Lot 1, a distance of 84.64 feet to a point on the southwesterly line of Ivy Street (35' Right of Way Width Per Tax Map), thence;
3. South 57 degrees 27 minutes 51 seconds East, along said line of Ivy Street, a distance of 20.00 feet to a point in same, thence;
4. South 32 degrees 00 minutes 19 seconds West, through a portion of Lot 7 and being 20.00 feet as measured at right angles from the second course described hereon, a distance of 73.81 feet to a point, thence;

Running the following two (2) courses through a portion of Lot 7, Block 2300:

5. South 24 degrees 02 minutes 51 seconds East, a distance of 37.44 feet to a point, thence;
6. South 22 degrees 13 minutes 26 seconds West, a distance of 6.11 feet to a point on the aforesaid common line between Lots 7 & 10, Block 2300, thence;
7. North 57 degrees 59 minutes 41 seconds West, along said common line, a distance of 27.91 feet to the point and place of BEGINNING.


Containing a calculated area of 2,335 square feet, or 0.054 of an acre.

The above described area is subject to the rights and restrictions of easements, if any, being within and/or crossing the bounds as described above.

The description above is written in accordance with an exhibit entitled "Easement Exhibit, FC Architects, Proposed PSE&G Easement, P/O Block 2300, Lots 1 & 7, 10 Ivy Street, Pompton Lakes Borough, Passaic County, NJ", prepared by Dynamic Survey, LLC, dated 11/13/2024 and last revised on 03/11/2025.

www.dynamic-surveyservices.com

Lake Como, NJ • Chester, NJ • Toms River, NJ • Newark, NJ • Newtown, PA • Philadelphia, PA
Bethlehem, PA • Allen, TX • Houston, TX • Austin, TX • Delray Beach, FL



3-11-25

Craig Black, PE & PLS Date
Professional Engineer & Land Surveyor
NJ License No. 24GB04257400

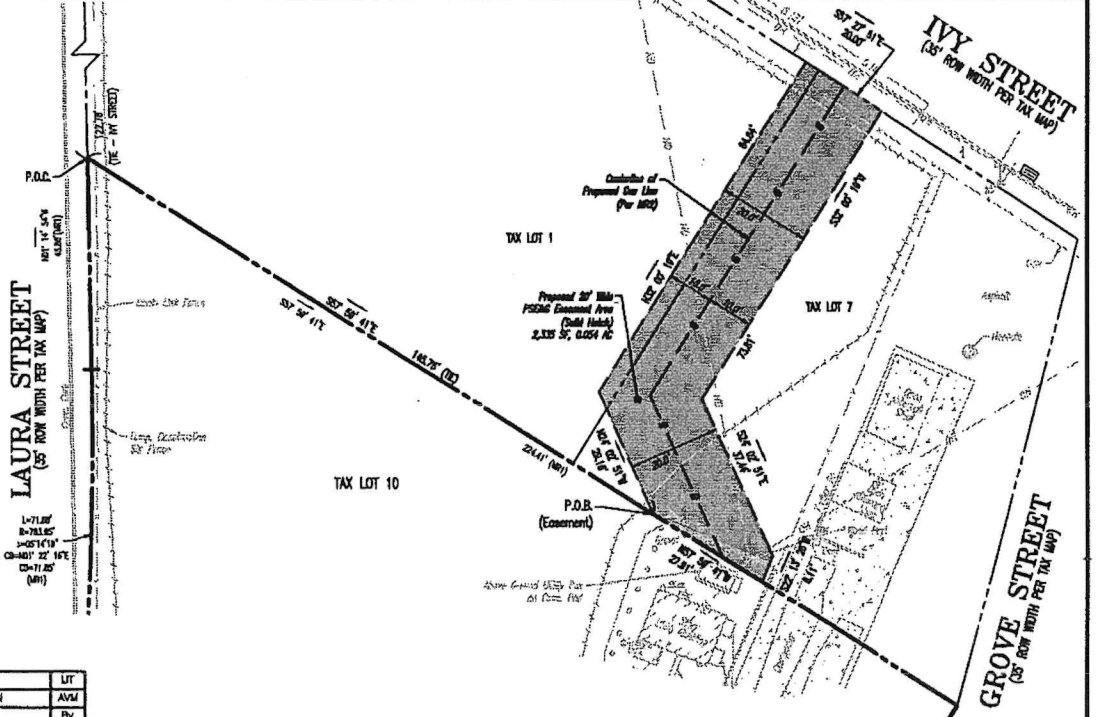
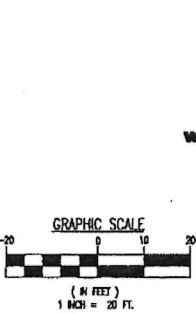
V:\DSURVEY PROJECTS\4625 FC Architects\24-01598 Pompton Lakes\Design (Survey)\Legal Descriptions\2025-03-11 Proposed PSE&G
Easement Rev2\Proposed 20' Wide PSE&G Easement.docx/AVM/IJT

GENERAL NOTES

1. THIS IS NOT A BOUNDARY SURVEY. BOUNDARY INFORMATION AND EXISTING CONDITIONS INFORMATION IS SHOWN FOR MAP REFERENCE NO. 1 (LISTED BELOW).
2. HORIZONTAL DATUM - NAD 83 (2011), BASED ON MAP REFERENCE NO. 1 (LISTED BELOW).
3. SUBJECT TO ROAD RIGHT-OF-WAY, ALL EASEMENTS, ORDINANCES, COVENANTS AGREEMENTS AND/OR RESTRICTIONS OF RECORD.
4. PROPOSED EASEMENT INFORMATION SHOWN HEREON IS BASED ON MAP REFERENCE NO. 2 (LISTED BELOW).

MAP REFERENCES:

1. A PLAN ENTITLED "BOUNDARY & LOCATION SURVEY, FC ARCHITECTS, BLOCK 2300, LOT 10, LOCUST STREET, BOROUGH OF POMPTON LAKES, PASSAIC COUNTY, NEW JERSEY, PREPARED BY DYNAMIC SURVEY, LLC, DATED 10/08/2024.
2. A RECORDED DOCUMENT PROVIDED BY CLIENT ON 02/13/2025, SHOWING THE APPROXIMATE LOCATION OF THE PROPOSED GAS LINE BEING A PORTION OF A PLAN ENTITLED "SITE PLAN, NEW SALT STORAGE BUILDING ON BLOCK 2300 LOTS 1, 7 & 10, PREPARED BY ALAMO GROUP CONSULTING ENGINEERS, DATED APRIL OF 2024.



Rev.	Date	Comments	By
2	03/11/25	REV. PER COUNTY COMMENTS	LIT
1	02/13/25	REV. PER UPDATED EASEMENT LOCATION	AMM

SCALE: (H) 1"=20' (V) N/A	JOB NO: 4625-24-01598
SHEET NO: 1	DATE: 11/13/2024
FIELD BY: —	Rev. 2
DRAWN BY: JRS	DEC Client Code: 4625
CHECKED BY: TRR	

TITLE: EASEMENT EXHIBIT
PROJECT: FC ARCHITECTS PROPOSED PSE&G EASEMENT P/O BLOCK 2300, LOTS 1 & 7 10 IVY STREET POMPTON LAKES BOROUGH, PASSAIC COUNTY, NJ

CRAIG BLACK <i>Craig Black</i> PROFESSIONAL ENGINEER & LAND SURVEYOR NEW JERSEY LICENSE NO. 24C004257400

Only copies of the original survey with an original land surveyor's endorsement and shall be considered to be valid copies. Signatures and professional seals shall be the only copies of the original survey that shall be considered to be valid copies. The certification was prepared in accordance with the existing rules of practice adopted by the National Board of Professional Engineers and Land Surveyors. Certifications indicated herein shall not only be the person for whom the certification is prepared, but on his behalf to the title company, governmental agency and lending institution (if any). Certifications are not transferable to additional individuals or subsequent owners. Unrecorded alterations or additions to a certification bearing a licensed land surveyor's seal is illegal and punishable by law. Property subject to documents of record.

DYNAMIC SURVEY, LLC 50 Park Place - Suite 501 - Newark, NJ 07102 T: 732.749.8780 New Jersey Certificate of Authorization No. 245A18228X3 www.dynamic-survey.com
--