TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

NORTHEAST SUPPLY ENHANCEMENT PROJECT

COMPLIANCE STATEMENT
APPENDIX A. PROPERTY OWNER CERTIFICATION FORMS AND EASEMENTS

NOVEMBER 2026

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New Jersey Department of Environmental Protection
Watershed and Land Management Program
Division of Land Resource Protection

PROPERTY OWNER CERTIFICATION

INSTRUCTIONS: All applicants are required to complete Sections A and B of this form. Applicants who are individual owners of record of the property upon which the activities will occur must also complete Section C.

All other persons who are required to certify to this application in accordance with N.J.A.C. 7:7-23.2(d), N.J.A.C. 7:7A-16.2(d), and N.J.A.C. 7:13-18.2(d) must complete Sections A and C.

Separate forms may be submitted for each signatory, or a single form may be submitted with all required signatures.

SECTION A. SITE INFORMATION (required)

Project Name: Transco Northeast Supply Enhancement Project

Applicant's Name: Transcontinental Gas Pipe Line Co.

Street Address: Multiple

Municipality: Franklin TWP (CS206)/Old Bridge TWP and Sayerville Boro (Pipeline easement) County: Somerset/Middlesex Zip Code: Multiple

Blocks and Lots: See Attachment

SECTION B. SIGNATURE OF APPLICANT

The undersigned applicant hereby certifies that he/she is one of the following: 1) an owner of the site on which the activity is proposed or conducted; 2) an agent designated by the site owner(s) to obtain the permit, verification, or letter of interpretation on the owner's behalf; 3) a representative of a public entity proposing an activity within a right-of-way or easement that is held or controlled by that entity or that will be appropriated by the entity under the power of eminent domain; OR 4) a person with the legal authority to perform the proposed activities.

The undersigned applicant also certifies to the following:

1. Does the application include any activities within an easement or right-of-way? ☑ Yes ☐ No
   If "**Yes**," has written consent from all easement or right-of-way holders in accordance with N.J.A.C. 7:7-23.2(g), 7:7A-16.2(g), and 7:13-18.2(g) been attached to this form? ☐ Yes ☐ No
2. Will any part of the project be located within property belonging to the State of New Jersey? ☑ Yes ☐ No
3. Does the application include activities on any property owned by any public agency that would be encumbered by Green Acres? ☐ Yes ☑ No
4. Does this project require a Section 106 (National Register of Historic Places) Determination as part of a federal approval? ☑ Yes ☐ No
5. Are you an LLC or corporation? ☑ Yes ☐ No
   If '**Yes**", has a copy of the Certificate of Formation been attached to this form? ☑ Yes ☐ No

Applicant's Name, Title: Joseph Dean, Director, Land & Permitting

Applicant's Signature: _____ Date: 11 Nov 2026

Applicant's Name, Title: _____

Applicant's Signature: _____ Date: _____

Applicant's Name, Title: _____

Applicant's Signature: _____ Date: _____

Applicant's Name, Title: _____

Applicant's Signature: _____ Date: _____

SECTION C. PROPERTY OWNER'S CERTIFICATION

All individual owners of record of the property upon which the activities will occur must certify to this application unless the applicant is a corporation, partnership, sole proprietorship, municipality, or state, federal, or other public entity. If the applicant is a corporation, a principal executive officer of at least the level of vice president must certify below. In the case of partnerships and sole proprietorships, a general partner or the proprietor, respectively, is required to certify. **A corporation or LLC must attach a copy of their Certificate of Formation**. For a municipality or for a state, federal, or other public entity, the certification must be provided by either a principal executive officer or ranking elected official.

A duly authorized representative may sign this application on behalf of any individual who is required to certify provided that the authorization is made in writing and is submitted as part of this application. Please note that in lieu of a property owner's signature, a legal agreement with the current property owner may be attached to this form. Acceptable legal agreements include, but are not limited to, certificates of eminent domain and certificates of inverse condemnation. **Please note that contracts of sale are not considered an acceptable substitute for a property owner's signature.**

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining and preparing the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment. I hereby grant permission for the conduct of the proposed activities and consent to allow access to the site by representatives or agents of the Department for the purpose of conducting a site inspection(s) of the property in question.

***If the proposed project or activity (excluding dredging projects) is on a waterfront property that is directly adjacent to any of the following please contact DEP's Office of Coastal Engineering (OCE) at ocepermitreviews@dep.nj.gov, prior to submitting your application, for written confirmation as to whether the site is or is not subject to an OCE easement:**

- **Coastal beach or dune**
- **Atlantic Ocean**
- **Delaware Bay**
- **Delaware River (Trenton Makes/US 1 Business bridge to the Delaware Bay)**
- **NJ Intracoastal Waterway**
- **Any tidal water or inlet thereto**

***Projects and activities proposed on waterfront properties that are directly adjacent to man-made lagoons do not require OCE confirmation.**

Following receipt of written confirmation and OCE authorization (if applicable), please upload a copy on the attachment upload page of the online service. Failure to do so may result in a deficient application and/or a delay in the application review.

***For all other easements, include a copy of easement and have easement holder sign form.**

Name of Owner/Easement Holder (circle one) Joseph Dean, Manager, Permitting Date: 11 Nov. 2026

Signature/Title: _____

Specific Block(s) and Lot(s) : _____

Name of Owner/Easement Holder (circle one): _____ Date: _____

Signature/Title: _____

Specific Block(s) and Lot(s) : _____

Name of Owner/Easement Holder (circle one): _____ Date: _____

Signature/Title: _____

Specific Block(s) and Lot(s) : _____

Name of Owner/Easement Holder (circle one): _____ Date: _____

Signature/Title: _____

Specific Block(s) and Lot(s) : _____

EXISTING AND ADDITIONAL RIGHTS NEEDED FOR NESE DLRP PERMITTING[1]

Landowner	Block	Lot	Freshwater Wetlands	Flood Hazard Area	Waterfront Development	Transco's Existing Rights	Survey Access Obtained?	Additional Rights Obtained For Project	Signed LURP Form or Consent Letter
Madison Loop									
1. Transco	5001 5001 5001	13.14 13.18 13.23	X	X		Original Deed[1] for Block 5001, Lot 13.14 (dated October 24, 2016) (recorded in Bk. 6906, pg. 489) Original Deed for Block 5001, Lot 13.18 (dated November 17, 2006) (recorded in Bk. 5749, pg. 480) Original Deed for Block 5001, Lot 13.23 (dated December 19, 2018)(recorded in Bk17405, pg. 580)	Yes	N/A	N/A
2. Manzo Industrial Park Association, Inc. (owner of Manzo Blvd.)	5001	13.26 (formerly 13.17)	X	X		Manzo Boulevard is a Private Road/Paper Street (Transco is a member of the Association)	Yes	Supplemental Right of Way Agreement (dated January 30, 2018)	N/A
3. BH Manzo Blvd LLC (formerly Manzo Old Bridge Properties, LLC)*	5001	13.24 (formerly 13.16)	X	X		Original Right of Way (dated June 8, 1967) (recorded in Bk. 2582, Pg. 861)	Yes	Supplemental Right of Way Agreement (dated January 30, 2018)	N/A
4. Midtown Land Holdings, LLC (formerly Estate of John J. Brunetti)*	5000 5000 5000	4 18 23	X	X		Original Right of Way (dated August 11, 1967) (recorded in Bk. 2590, Pg. 475) Addendum (dated July 16, 1968 (recorded in Bk. 2632, Pg. 892)	Yes	Supplemental Right of Way Agreement (dated July 19, 2018)	N/A
5. Parkwood Gardens Associates/Madison*	4185	10	X	X		Original Right of Way (dated April 15, 1968) (recorded in Bk. 2616, Pg. 1141) Supplemental Right of Way (dated January 26, 1995) (recorded in Bk. 4227, Pg. 387) Supplemental Right of Way (dated February 20, 2007) (recorded in Bk. 5803, Pg. 725)	Yes	Supplemental Right of Way Agreement (dated May 23, 2018)	N/A
6. RDK, Inc.	4185	28.11	X			Original Right of Way (dated April 15, 1968) (recorded in Bk. 2616, Pg. 1141) additional Right of Way (dated May 3, 1996) (recorded in Bk. 4329, Pg.700)	Yes	Supplemental Right of Way Agreement (dated November 18, 2019)	Consent letter dated April 4, 2018
7. La Mer IIIC, LLC La Mer V, LLC La Mer VI, LLC	449 449 449	12 13.01 10.03	X		X	Original Right of Way (by reservation in deed) (dated May 22, 1980) (recorded in Bk. 3148, Pg. 789) Revised Right of Way (dated August 25, 2000) (recorded in Bk. 4853, Pg. 385)	Yes	Temporary Work Space Permit (dated January 3, 2018)	N/A
8. Regents Wharf Condo Assn Inc. (formerly Golden Age Development Group,	451	1.10	X	X	X	Original Right of Way (dated February 8, 2007) (recorded in Bk. 5881, Pg. 576)	Yes	Supplemental Right of Way Agreement (dated March 29, 2018)	N/A
9. Harbour Club Condominium Association, Inc.	451	1.08	X	X	X	Original Right of Way (dated March 22, 1967) (recorded in Bk. 2577, Pg. 132), as modified to permit the construction of golf course within Transco's ROW (dated February 8, 1978) (recorded in Bk. 3067, Pg.826)	Yes	Supplemental Right of Way Agreement (dated January 22, 2018) Amendment to Supplemental Right of Way Agreement (dated April 2, 2019)	N/A
10. Borough of Sayreville*	451 454	1.09 1	X	X	X	Lot 1.09 - Original Right of Way (dated March 22, 1967) (recorded in Bk. 2577, Pg. 132), as modified to permit the construction of golf course within Transco's ROW (dated February 8, 1978) (recorded in Bk. 3067, Pg.826); Temporary Use Agreement (dated September 18, 2026)	Yes	Supplumental Right of Way Agreement (dated September 11, 2018)	N/A
11. Lockwood Marina, LLC*	538	13		X	X	Original Right of Way (dated March 21, 1967) (recorded in Bk. 2577, Pg. 127) Amendment to ROW agreement (dated January 31, 2007) (recorded in Bk. 5834, Pg. 39 and Rider recorded in Bk. 5834, Pg. 47)	Yes	Supplemental Right of Way Agreement (dated May 16, 2018)	N/A
12. Highview Properties at Sayreville Urban Renewal, LLC*	538	9.02	X		X	Original Right of Way (dated April 10, 1968) (recorded in Bk. 2617, Pg. 599) Amendment to ROW agreement (dated October 13, 2006) (recorded in Bk. 5755, Pg. 658)	Yes	Supplemental Right of Way Agreement (dated December 28, 2017)	N/A
State of New Jersey (Tidelands)*					X		Yes	Tidelands License dated 6/15/2026 and approved by Assistant Attorney General A. Paul Stofa, dated July 10, 2026.	
Compressor Station 206									
13. Transco (Compressor Station Site)	5.02	25		X		None	Yes	Obtained in fee from Trap Rock by Deed dated May 25, 2017 (recorded in Bk. 6966, Pg. 2192)	N/A
14. Higgins (Higgins Farm access road)	5.02	26.01				None	Yes	Order of Condemnation and Immediate Possession (entered February 20, 2026)(recorded in Bk. 7667, Pg. 3699)	Consent Letter dated January 21, 2020
15. Trap Rock (Suction & Discharge Piping)	5.02	23	X			None	Yes	Supplemental Right of Way and Exclusive Easement Agreement (Suction and Discharge)(dated January 27, 2020)	N/A
Raritan Bay Loop									
16. New Jersey Transit*	505.01 505.01 505.01	4 1 3			X		Yes	NJ Transit Permit No. P1233-0288-01 (Cathodic Protection) and NJ Transit Permit No. 1233-0291-01 (Pipeline) issued by NJT for execution	N/A
17. Transco*	541 541 553	8-11, 67-70 12-19, 64-66 1			X	Original Deed for Block 553, Lot 1 (dated September 27, 1966) (recorded in Bk. 2560, Pg. 74); Original Deed for Block 541, Lots 8-11 & 67-70 (dated August 9, 2000)(recorded in Bk. 4009, Pg. 93); Original Deed for Block 541, Lot 12	Yes	N/A	N/A
18. State of New Jersey (Tidelands)*					X		Yes	Tidelands License dated June 15, 2026 and approved by Assistant Attorney General A. Paul Stofa, dated July 10, 2026.	

EXISTING AND ADDITIONAL RIGHTS NEEDED FOR NESE DLRP PERMITTING[1]									
Landowner	**Block**	**Lot**	**Freshwater Wetlands**	**Flood Hazard Area**	**Waterfront Development**	**Transco's Existing Rights**	**Survey Access Obtained?**	**Additional Rights Obtained For Project**	**Signed LURP Form or Consent Letter**
Road Crossings[2]									
19. Borough of Sayreville - Gondek Drive							Yes	Road Opening Permit dated June 11, 2019	N/A
20. Manzo Blvd. (see #2 above)						See #2 above	Yes	See #2 above	N/A

Key			
Green			Consent obtained from landowner
*			Property(ies) currently proposed to be crossed (in whole or in part) via Horizontal Directional Drill
Note #1	Transco is submitting the legal documents to demonstrate its legal authority to perform the regulated activities on properties crossed by the Project. Transco is providing the deeds for those properties subject to the permit applications that are owned in fee by Transco. Where the Project will cross other privately owned properties, Transco provided easement agreements.Copies of the deeds are not required to confirm ownership for each lot crossed by the Project under the Department's regulations, especially since this is a linear project. The Freshwater Wetlands Protection Act regulations provide that "[a]n application for an individual permit shall include the following: … [a] copy of the deed and/or other legal documents pertaining to the site." N.J.A.C. 7:7A-16.9 (emphasis added). The FWPA Rules define the "site" as "the area within the legal boundary of the property(ies) or right-of-way for which a letter of interpretation is requested, or upon which a regulated activity is proposed, is occurring, or has occurred, plus any contiguous land owned or controlled by the same person(s). N.J.A.C. 7:7A-1.3. Similarly, the FHACA Rules define the "site" as "the area within the legal boundary of the property, properties or right-of-way upon which any action under this chapter is requested, proposed, occurring or has occurred, plus any contiguous land owned or controlled by the same person(s)." N.JA.C. 7:13-1.2. Taken together, it is clear that the rules require that an applicant have the legal authority to perform the regulated activity on the property subject to the permit application.		
Note #2	The only road crossings within an NJDEP-regulated area are Manzo Boulevard, a private paper street owned by Manzo Industrial Park Association, Inc. in Old Bridge Township, and Gondek Drive in the Borough of Sayreville. A copy of the Supplemental Right of Way Agreement dated January 30, 2018 is being provided evidencing Transco's rights to use Manzo Boulevard. As to Gondek Drive, Transco obtained a road opening permit from the Borough of Sayreville, a copy of which is also being provided.		
Note:	The proposed Madison Loop and on-shore portion of the Raritan Bay Loop cross several public road rights of way, either via HDD or other trenchless construction methodology. Transco is working with the appropriate entities to obtain the necessary permits to cross these roads.		

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

INSTR # 2019005460
O BK 17405 PG 580 Pgs 580 - 589; (10 pgs)
RECORDED 01/23/2019 11:04:48 AM
ELAINE M. FLYNN, COUNTY CLERK IB
MIDDLESEX COUNTY, NEW JERSEY
RECORDING FEES: $133.00
RTF TOTAL TAX $34,476.80

Official Use Only

Date of Document	Type of Document
12/19/18	Deed
First Party Name	**Second Party Name**
MANZO OLD BRIDGE PROPERTIES LLC	TRANSCONTINENTAL GAS PIPE LINE COMPANY
Additional First Parties	**Additional Second Parties**
MANZO INDUSTRIAL PARK ASSOCIATION INC.	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block 5001	**Lot** 13.23
Municipality Old Bridge	**Consideration** $3,057,613.00
Mailing Address of Grantee 2800 POST OAK BLVD HOUSTON, TX 77056	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	**Original Page**

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.

This cover page is for use in Middlesex County, New Jersey only.

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

DEED

RECORD & RETURN TO:
Rutter & Roy LLP
3 Paragon Way, Suite 300
Monmouth Executive Center
Freehold, NJ 07728

Prepared by:
John N. Post, Esq.

This **Deed** is made on December 19, 2018

BETWEEN:MANZO OLD BRIDGE PROPERTIES, LLC, a New Jersey limited liability company, having its principal place of business at 29 Delray Drive, in the Borough of Lavallette, County of Monmouth and State of New Jersey, hereinafter designated as, **"GRANTOR" or one of "GRANTORS" when such designation is employed in this Deed**

MANZO INDUSTRIAL PARK ASSOCIATION, INC., a New Jersey Not for Profit Corporation, having its principal place of business at 29 Delray Drive, in the Township of Lavallette, County of Monmouth and State of New Jersey, hereinafter designated as, **"GRANTOR" or one of "GRANTORS" when such designation is employed in this Deed**

AND TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, having offices at 2800 Post Oak Boulevard, Houston, Texas 77056, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **THREE MILLION FIFTY SEVEN THOUSAND SIX HUDRED THIRTEEN AND 00 CENTS ($$3,057,613.00) DOLLARS.** The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of **TOWNSHIP OF OLD BRIDGE BLOCK NO. 5001, LOT 13.23 (FORMERLY PORTIONS OF Lots 13.16 and 13.16Q and 13.17 and 13.17Q)**

Account No. N/A

[< >] No property tax identification number is available on the date of this deed. (Check box if applicable)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Old Bridge, County of Middlesex and the State of New Jersey. The legal description is:

Being the same premises described as Lot 13.23 in Block 5001 as same is depicted in the plan entitled, "Final Plat Major Subdivision for Manzo Old Bridge Properties, LLC & Manzo Industrial Park Association, Inc., Block 5001, Lots 13.16 and 13.17, Township of Old Bridge, Middlesex County, New Jersey prepared by Maser Consulting P.A., dated October 6, 2017 and revised through August 27, 2018, recorded in the Middlesex County Clerk's Office on December 6, 2018 as Map No. 6855 and File No. 989 and more particularly described on Schedule A attached hereto and made a part hereof.

Being part of the same premises conveyed to Manzo Old Bridge Properties LLC by deed from Manzo Holdings, L.L.C., dated December 30, 2003, recorded March 2, 2004 in the Middlesex County Clerk's Office in Deed Book 5285, Page 314 *et seq* (Block 5001, Lot 13.16 & 13.16Q); and

Being part of the same premises conveyed to Manzo Industrial Park Association by deed from Manzo Holdings, L.L.C., dated April 18, 2002, recorded April 18, 2002 in the Middlesex County Clerk's Office in Deed Book 5036, Page 484 *et seq* (Block 5001, Lot 13.17 & 13.17Q).

Subject to the provisions of the conditions, restrictions, covenants, and agreements set forth in the Declaration of Covenants and Restrictions for Manzo Industrial Park Association, Inc. as set forth in Deed Book 5036, Page 579 and as amended by First Amendment to Declaration of Covenants and Restrictions for Manzo Industrial Park Association, Inc. recorded in Deed Book 17366, Page 1878 and further amended by Second Amendment to Declaration of Covenants and Restrictions for Manzo Industrial Park Association, Inc. recorded in Deed Book 17366, Page 1881.

Subject to restrictions and easements of record, ordinances, statutes and regulations of municipal, county, state and federal governments and the effect thereof, and such state of facts as an accurate survey may disclose.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

SIGNATURE ON NEXT PAGE

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

John N. Post, Esq.

MANZO OLD BRIDGE PROPERTIES, LLC
a NJ limited liability company

Roger S Passarella, Mgr
Roger S. Passarella, Manager

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

I CERTIFY that on December 19, 2018

Roger S. Passarella, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is the Manager of Manzo Old Bridge Properties, LLC

(b) signed, sealed and delivered this Deed as Manager of Manzo Old Bridge Properties, LLC

(c) made this Deed for:
$3,057,613.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

(d) this instrument was executed as the act of the entity named in this instrument.

John N. Post, An Attorney at Law of New Jersey

Witness:

John N. Post, Esq.

MANZO INDUSTRIAL PARK ASSOCIATION INC.
a NJ not for-profit corporation

By: _____
Roger S. Passarella
President

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

I certify that on December 19, 2018, Roger S. Passarella, President, personally came before me and stated to my satisfaction that this person (or if more than one, each person);

(a) was the maker of the attached instrument

(b) was authorized to and did execute this Deed as President of Manzo Industrial Park Association, Inc. and is duly authorized to act on behalf of the entity named in this deed; and

(c) made this Deed for $1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.); and

(d) this Deed was executed as the act of the entity.

_____
John N. Post, An Attorney at Law of New Jersey

OLD REPUBLIC
National Title Insurance Company

SCHEDULE A
REVISED LEGAL DESCRIPTION

Issuing Office File No. VTS-100411

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Old Bridge, in the County of Middlesex, State of New Jersey:

BEING known and designated as Lot 13.23 in Block 5001 as set forth on a certain map entitled, "Final Plat Major Subdivision for Manzo Old Bridge Properties, LLC, Block 5001 Lots 13.16 & 13.17" situated in the Township of Old Bridge, County of Middlesex, State of NJ, said map being duly filed in the Middlesex County Clerk's Office as Map No. 6855-989.

BEGINNING at a point in the westerly sideline of Cheesequake Road (variable width, per Tax Map), where same is intersected by the common dividing line of Tax Lots 13.14 & 13.23 in Block 5001 and from said beginning point running; thence the
following four courses along said westerly sideline of Cheesequake Road

1. South 00° 53' 08" East, a distance of 120.00 feet to a point: thence

2. South 09° 49' 33" West, a distance of 163.41 feet to a point of curvature; thence

3. Southerly, along a curve bearing to the left having a radius of 270.00 feet and an arc distance of 63.49 feet to the end of curve; thence

4. South 17° 12' 40" West, a distance of 130.59 feet to a point; thence

5. South 16° 12' 40" West, a distance of 716.10 feet to a point; thence

6. North 69° 55' 44" West, a distance of 862.16 feet to a point; thence

7. North 18° 22' 08" East, a distance of 120.86 feet to a point; thence

8. North 25° 54' 29" West, a distance of 239.80 feet to a point; thence

9. Westerly, along a curve bearing to the left having a radius of 500.00 and an arc distance of 471.87 feet to a point of tangency; thence

10. South 18° 20' 04" West, a distance of 79.72 feet to point; thence

11. North 71° 39' 56" West, along the northerly terminus of Manzo Boulevard (60' wide private R.O.W.) (A.K.A. Block 5001, Lot 13.17), a distance of 60.00 feet to a point of curvature; thence

12. North 18° 20' 04" East, a distance of 79.72 feet to point of curvature; thence

13. Easterly, along a curve bearing to the right having a radius of 560.00 feet and an arc distance of 549.50 feet to a point of tangency; thence

14. North 74° 33' 21" East, a distance of 517.34 feet to a point of curvature; thence

15. Easterly, along a curve bearing to the left having a radius of 500.00 feet and an arc distance of 265.65 feet to a point of reverse curvature; thence

16. Easterly, along a curve bearing to the right having a radius of 560.00 feet and an arc distance of 439.83 feet to a point of reverse curvature; thence

17. Easterly, along a curve bearing to the left having a radius of 25.00 feet and an arc distance of 39.27 feet to the Point and Place of Beginning.

The foregoing description was prepared in accordance with a plan entitled "BOUNDARY SURVEY, LOT 13.23, BLOCK 5001, TAX MAP SHEET 5, TOWNSHIP OF OLD BRIDGE, MIDDLESEX COUNTY, NEW JERSEY" prepared by DW Smith Associates, LLC, dated September 25, 2018.

FOR INFORMATION PURPOSES ONLY: BEING known as a portion of former Tax Lots 13.16; 13.16 QFARM; 13.17 & 13.17 QFARM Tax Block 5001 now known as Lot 13.23 on the Official Tax Map of Township of Old Bridge, NJ.

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

MANZO INDUSTRIAL PARK ASSOCIATION INC.

Current Street Address

429 DELRAY DRIVE

City, Town, Post Office Box	State	Zip Code
LAVALLETTE	NJ	08735

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
5001	13.23 (formerly portion of Lot 13.17)	

Street Address
CHEESEQUAKE ROAD

City, Town, Post Office Box	State	Zip Code
OLD BRIDGE	NJ	08857

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	$1.00	$1.00 (100%)	12/19/2018

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
   ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/19/2018
Date

Signature
(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please Indicate if Power of Attorney or Attorney in Fact

GIT/REP-3
(9-2015)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

MANZO OLD BRIDGE PROPERTIES LLC

Current Street Address

429 DELRAY DRIVE

City, Town, Post Office Box	State	Zip Code
LAVALLETTE	NJ	08735

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
5001	13.23 (formerly portion of Lot 13.16)	13.16QFARM

Street Address
CHEESEQUAKE ROAD

City, Town, Post Office Box	State	Zip Code
OLD BRIDGE	NJ	08857

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	$3,057,613.00	$3,057,613.00(100%)	12/19/2018

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
   ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/19/2018
Date

Roger Passarella
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

RTF-1EE (Rev. 12/09)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT.

STATE OF NEW JERSEY
~~MONMOUTH~~ } SS
COUNTY MIDDLESEX

County Municipal Code 1215

FOR RECORDER'S USE ONLY
Consideration $
RTF paid by Buyer $
Date ____ By ____

MUNICIPALITY OF PROPERTY LOCATION; Township of Old Bridge

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(See Instructions #3 and #4 on reverse side)*

[redacted] 400 Last 3 Digits in Grantee's ~~Social Security Number~~ TIN

Deponent, TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, being duly sworn according to law upon his/her oath,

deposes and says that he/she is the LEGAL REPRESENTATIVE in a deed dated ____ transferring
(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 5001 Lot number ~~10.16~~ 13.23 located at

Cheesequake Rd, Old Bridge Township and annexed thereto.

(2) CONSIDERATION ~~$3,057,612.96~~ 3,057,613.00 *(See Instructions #1, #5 and #11 on reverse side)*

Entire consideration is in excess of $1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.
(A) When Grantee is required to remit the 1% fee, complete (a) by checking off appropriate box or boxes below

☐ Class 2 – Residential
☐ Class 4A – Commercial Properties (if checked, calculation in (E) required below)
☐ Class 3A- Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
☐ Cooperative unit (four families or less) (See C. 46:8D-3.) Cooperative units are Class 4C.

(B) Grantee is not required to remit the 1% fee (one or more of following classes being conveyed), complete (b) by checking off appropriate box or boxes below:

☒ Property Class. **Circle applicable class(es):** (1) (3B) 4B 4C 15
Property classes: 1-Vacant Land; 3B Farm property (Qualified) 4B-Industrial properties; 4C-Apartments; 15 Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)

☐ Exempt Organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.

☐ Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and **MUST ATTACH COMPLETED RTF-4.**

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one subject to the 1% fee (B), pursuant to N.J.S.A 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

☒ Property class. Circle applicable class or clas 1 | 2 | 3B | 4A | 4B | 4C | 15

(D) EQUALIZED VALUE CALCUATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY
Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation

Property Class ____	$	÷		% = $	
Property Class ____	$	÷		% = $	
Property Class ____	$	÷		% = $	
Property Class ____	$	÷		% = $	

(E) REQUIRED CALCULATION OF EQUALIZED CALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: ***(See Instructions #6 and #7 on reverse side)***

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$ ____ ÷ ____ % = $ ____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE *(See Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes **Affidavit of Consideration for Use by Buyer** to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 14th Day of DECEMBER, 20 18

FRANCES MIELE
A Notary Public of New Jersey
My Commission Expires April 26, 2021

Signature of Deponent
~~Cheesequake Rd, Old Bridge Township~~
Deponent Address
3 PARAGON WAY FREEHOLD NJ 07728

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC
Grantee Name
Cheesequake Rd, Old Bridge Township
Grantee Address at Time of Sale
Vintage Title Services, LLC.
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number ____ County ____
Deed Number ____ Book ____ Page ____
Deed Dated ____ Date Recorded ____

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit : www.state.nj.us/treasury/taxation/lpt/localtax.shtml.

#1

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK
06 NOV 17 PM 12:47
BOOK #
PAGE #
OF PAGES

Prepared by:

John Aleli
Attorney At Law of the State of New Jersey

DEED - Bargain and Sale
(Covenant as to Grantor's Acts)
Corp. to Ind. or Corp.

DEED

This Deed made on November 17, 2006

BETWEEN Manzo Old Bridge Properties, LLC, a New Jersey Limited Liability Company,

having its office at 1201 New Road, Suite 230, Linwood, New Jersey 08221,

referred to as the Grantor,

AND Transcontinental Gas Pipe Line Corporation, a/k/a Transco,

whose post office address is Williams Tower, 2800 Post Oak Boulevard, Houston, Texas 77056,

referred to as the Grantee.

The words "Grantee" shall mean all Grantees listed above.

Transfer of ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of $5,285,500.00.

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Township of Old Bridge, Block No. 5001, Lot No. 13.13.

[ ] No property tax identification number is available on the date of this deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Old Bridge, County of Middlesex, and State of New Jersey. The legal description is:

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Old Bridge, County of Middlesex, State of New Jersey, and being more particularly described as follows:

BEING known and designated as Lot 13.13 in Block 5001 as shown on map entitled "Major Subdivision Map of Tax Lots 11, 12.11 & 13 Block 5001, Old Bridge Township, and Middlesex County, New Jersey" filed in the Middlesex Clerk's Office on November 14, 2001 on Map No. 6141 File No. 983.

Together with and subject to Private Roadway Easement described as follows:

BEGINNING at a point in the northerly Right of Way line of Water Works Road, being 30.00 feet from the centerline thereof, said point being located the following four courses from the point of intersection formed by said northerly Right of Way line of Water Works Road, with the common boundary line between Tax Lot 12.11 & 12.12 Block 5001 and running; thence

(a) South 73 degrees 59 minutes 41 seconds West, a distance of 115.17 feet to a point of curve; thence

(b) continuing in a southwesterly direction along a curve to the right, having a radius of 1470.00 feet an arc distance of 211.13 feet to the principal point of beginning.

And running thence from said principal point of BEGINNING.

(1) along said northerly Right of Way line of Water Works Road, 30.00 feet from the centerline thereof, in a southwesterly direction, along a curve to the right, having a radius of 1470.00 feet, an arc distance of 17.16 feet, to a point of tangency; thence

(2) continuing along same on a course bearing, South 82 degrees 53 minutes 34 seconds West, a distance of 93.13 feet to a point; thence

(3) along the westerly Right of Way line of Manzo Boulevard, (a 60.00 feet wide Private Roadway), in a northerly direction along a curve to the left having a radius of 25.00 feet, an arc distance of 39.27 feet to a point of reverse curve; thence

(4) continuing along same, in a northeasterly direction, along a curve to the right having a radius of 560.00 feet, an arc distance of 360.55 feet to a point of tangency; thence

(5) still along same, on a course of bearing North 29 degrees 47 minutes 02 seconds East, a distance of 987.67 feet, to a point of curve; thence

(6) still along same, in a northeasterly direction along a curve to the right, having a radius of 560.00 feet an arc distance of 549.50 feet, to a point of tangent; thence

(7) still along same, on a course bearing North 86 degrees 00 minutes 19 seconds East, a distance of 517.34 feet, to a point of curve; thence

(8) still along same, in a northeasterly direction along a curve to the left, having a radius of 500.00 feet, an arc distance of 265.65 feet, to a point of reverse curve; thence

(9) still along same, in an easterly direction along a curve to the right, having a radius of 560.00 feet an arc distance of 439.82 feet, to a point of reverse curve; thence

(10) still along same, in a easterly direction, along a curve to left, having a radius of 25.00 feet, an arc distance of 39.27 feet, to its intersection with the westerly Right of Way line of Cheesequake Road, 60.00 feet wide; thence

(11) along said westerly Right of Way line of Cheesequake Road on a course bearing, South 10 degrees 33 minutes 50 seconds West, a distance of 110.00 feet to a point; thence

(12) along the southerly Right of Way line of said Manzo Boulevard, in a westerly direction along a curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, to a point of compound curve; thence

(13) continuing along same, in a southwesterly direction, along a curve to the left, having a radius of 500.00 feet, an arc distance of 392.70 feet, to a point of reverse curve; thence

(14) still along same, in a southwesterly direction, along a curve to the right, having a radius of 560.00 feet, an arc distance of 297.53 feet, to a point of tangent; thence

(15) still along same, on a course of bearing South 86 degrees 00 minutes 19 seconds West, a distance of 517.34 feet, to a point of curve; thence

(16) still along same, in a southwesterly direction, along a curve to the left, having a radius of 500.00 feet an arc distance of 490.62 feet to a point of tangent; thence

(17) still along same, on a course bearing South 29 degrees 47 minutes 02 seconds West, a distance of 987.67 feet to a point of curve; thence

(18) still along same, in a southwesterly direction, along a curve to the left, having a radius of 500.00 feet an arc distance of 321.82 feet, to a point of compound curve; thence

(19) still along same, in a southeasterly direction, along a curve to the left, having a radius of 25.00 feet, an arc distance of 39.57 feet to the point and place of BEGINNING.

Lot 13.13 in Block 5001 is more particularly described in accordance with a survey prepared by Charles M. Settlecowski, NJ Licensed Land Surveyor No. 36759, dated October 2, 2006, revised November 8, 2006, which is as follows:

ALL that certain tract or parcel of land situate in Old Bridge Township, County of Middlesex and State of New Jersey, more particularly described in the New Jersey State Plane Coordinate System NAD 83, as follows:

BEGINNING at a point in the westerly line of Manzo Boulevard (proposed 60 foot right-of-way per filed map #6141, filed in the Middlesex County Clerk's office November 14, 2001), said point being a total distance of 965.48 feet from the point of intersection of the westerly side of Manzo Boulevard with the northerly sideline of Waterworks Road, if said sidelines were prolonged to intersect; thence

(1) North 70 degrees 38 minutes 52 seconds West, a distance of 883.42 feet to a point; thence

(2) on a curve to the left having a radius of 2282.29 feet and an arc distance of 535.98 feet on a chord bearing North 38 degrees 13 minutes 42 seconds East, a distance of 534.75 feet to a point; thence

(3) North 20 degrees 03 minutes 17 seconds East, a distance of 841.92 feet to a point; thence

(4) South 51 degrees 07 minutes 14 seconds East, a distance of 494.15 feet to a point; thence

(5) North 38 degrees 53 minutes 13 seconds East, a distance of 285.03 feet to a point; thence

(6) South 17 degrees 35 minutes 21 seconds East, a distance of 763.80 feet to a point; thence

(7) on a curve to the left having a radius of 560.00 feet and an arc distance of 528.50 feet on a chord bearing South 56 degrees 49 minutes 13 seconds West, a distance of 509.10 feet to a point; thence

(8) South 18 degrees 20 minutes 17 seconds West, a distance of 407.67 feet to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY: Also known as Lot 13.13 in Block 5001 on the Township of Old Bridge Tax Map.

Being part of the premises conveyed to Manzo Old Bridge Properties, LLC, a New Jersey Limited Liability Company by Deed from Manzo Holdings, LLC, a New Jersey Limited Liability Company, dated December 30, 2003, and recorded March 2, 2004, in the Clerk's Office of the County of Middlesex, New Jersey in Deed Book 5285, Page 314.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed by L. Anthony Gibson, Court Appointed Manager of Manzo Old Bridge Properties, LLC.

MANZO OLD BRIDGE PROPERTIES, LLC

BY: _____

L. Anthony Gibson
Court Appointed Manager

STATE OF NEW JERSEY)
) SS:
COUNTY OF ATLANTIC)

I certify that on the 15 day of , 2006, L. Anthony Gibson, personally came before me and acknowledged under oath, to my satisfaction, that he is the Court Appointed Manager of Manzo Old Bridge Properties, LLC, the limited liability company named in this document, and as the Court Appointed Manager, being authorized to do so, executed the foregoing instrument for the uses and purposes therein expressed by signing in the name of the limited liability company as the Court Appointed Manager.

Signed and sworn to before me on
November 15, 2006.

_____

VALERIE MUSUMECI
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 1, 2011

MUST SUBMIT IN DUPLICATE
RTF-1 (Rev. 8/11/06)

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY }SS.

COUNTY Atlantic County Municipal Code 1215

MUNICIPALITY OF PROPERTY LOCATION Old Bridge Township

FOR RECORDER'S USE ONLY	
Consideration	$
RTF paid by seller	$
Date	By

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(See Instructions # 3 and #4 on reverse side)*

Deponent, L. Anthony Gibson, Manager (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Court Appointed Manager (Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) in a deed dated November 17, 2006 transferring real property identified as Block number 13.13 Lot number 5001 located at Manzo Boulevard, Old Bridge Township (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 5,285,500.00 *(See Instructions #1 and #5 on reverse side)*

(3) Property transferred is Class 4A 4B 4C. (circle one) If Class 4A, calculation in Section 3A is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:** *(See Instructions #5A and 7 on reverse side)*

Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation

$_____ ÷ _____% = $_____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE *(See Instruction #8 on reverse side)*

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE *(See Instruction #9 on reverse side)*

NOTE: All boxes below apply to grantor(s) *only*. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over. * *(See Instruction #9 on reverse side for A or B)*

B. **BLIND PERSON** Grantor(s) ☐ legally blind or; *

DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed*

Senior citizens, blind or disabled persons must also meet all of the following criteria.

☐ Owned and occupied by grantor(s) at time of sale.
☐ One or two-family residential premises.
☐ Resident of the State of New Jersey.
☐ Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** *(See Instruction #9 on reverse side)*

☐ Affordable according to H.U.D. standards.
☐ Meets income requirements of region.
☐ Reserved for occupancy.
☐ Subject to resale controls.

(6) NEW CONSTRUCTION *(See Instructions #2, #10 and # 12 on reverse side)*

☐ Entirely new improvement.
☐ Not previously used for any purpose.
☐ Not previously occupied.
☐ **"NEW CONSTRUCTION"** printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 15 day of November, 20 06

Valerie Musumeci

VALERIE MUSUMECI
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 1, 2011

L. Anthony Gibson
Signature of Deponent

Deponent Address

Manzo Old Bridge Properties, LLC
Grantor Name

1201 New Road, Linwood, NJ 08221
Grantor Address at Time of Sale

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY			
Instrument Number		County	
Deed Number		Book	Page
Deed Dated		Date Recorded	

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY- DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.htm.

B05749P0483

T0356

MUST SUBMIT IN DUPLICATE
RTF-1EE (Rev. 8/2006)

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006)

To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

STATE OF NEW JERSEY }SS.

COUNTY Middlesex County Municipal Code 1209

MUNICIPALITY Old Bridge Township

FOR RECORDER'S USE ONLY

Consideration $ _____

RTF paid by buyer $ _____

Date _____ By _____

(1) PARTY OR LEGAL REPRESENTATIVE *(See Instructions #3 and #4 on reverse side)*

Deponent, Mark Stevens (Name), being duly sworn according to law upon his/~~her~~ oath, deposes and says that he/~~she~~ is the legal representative (Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated November 17, 2006 transferring real property identified as Block number 5001 Lot number 13.13 & 13.13QFARM located at 55 Manzo Boulevard, Old Bridge, NJ (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 5,285,500.00 *(See Instructions #1 and #5 on reverse side)*

Entire consideration is in excess of $1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee is required to remit the 1% fee, complete below:

- ☐ Class 2 - Residential
- ☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
- ☐ Class 4A – Commercial Properties
- ☐ Class 4C - Residential Cooperative Unit (4 Families or less)

(B) When Grantee is not required to remit the 1% fee, complete below:

- ☒ Property class. Circle applicable class(es): (1) 4B 4C 15
  Property classes: 1-Vacant Land, 4B-Industrial properties, 4C-Apartments (other than cooperative unit), 15-Public Property
- ☐ Exempt Organization pursuant to Federal Internal Revenue Code of 1986
- ☐ Incidental to corporate merger or acquisition and equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition (If checked, calculation in (C) below required and **MUST ATTACH COMPLETED RTF-4**)

(C) **REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:**

Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation

$_____ ÷ _____% = $_____

If equalized valuation amount is in excess of $1,000,000, the 1% fee is imposed on buyer on entire amount of consideration. If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE *(See Instruction #6 on reverse side)*

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 17th day of November, 2006

Phyllis E. Garten

PHYLLIS E. GARTEN
A Notary Public Of New Jersey
My Commission Expires July 28, 2007

Transcontinental Gas Pipe Line Corporation
By: Mark Stevens
Signature of Deponent
Mark Stevens
99 Farber Road
Deponent Address
Princeton, NJ 08540

Transcontinental Gas Pipe Line Corporation
Grantee Name
99 Farber Road
Princeton, NJ 08540
Grantee Address at Time of Sale

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____

Deed Number _____ Book _____ Page _____

Deed Dated _____ Date Recorded _____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Buyer recorded with deeds to:

STATE OF NEW JERSEY- DIVISION OF TAXATION

PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/lpt/localtax.htm

B03749P0484

5749-

T0357

GIT/REP-3
(3-06)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Manzo Old Bridge Properties, LLC

Current Resident Address:

Street: 1201 New Road, Suite 230

City, Town, Post Office	State	Zip Code
Linwood,	NJ	08221

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
13.13	5001	

Street Address:

Manzo Boulevard

City, Town, Post Office	State	Zip Code
Old Bridge Township	NJ	08857

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$5,285,500	11/17/2006

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

11/17/08
Date

L Q Grau
Signature
(Seller) Please Indicate if Power of Attorney or Attorney In Fact

Date

Signature
(Seller) Please Indicate if Power of Attorney or Attorney In Fact

B05749P0485
5749-

T0358

DEED MANZO OLD BRIDGE PROPERTIES, LLC, a New Jersey Limited Liability Company, Grantor, TO TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a/k/a Transco, Grantee.	Dated: November 17 , 2006 Record and return to: Mark Stevens, Esq. Watson, Stevens & Rutter, LLP P.O. Box 1185 New Brunswick, NJ 08903

B05749P0486

T0359

#1

[redacted]

MIDDLESEX COUNTY CLERK

Return To:

WATSON STEVENS
PO BOX 1185
NEW BRUNSWICK NJ 08903
ATTN: MARK STEVENS

Index DEED BOOK

Book 05749 Page 0479

No. Pages 0008

Instrument STANDARD EXCESS

Date : 11/17/2006

Time : 12:44:38

Control # 200611170441

INST# DE 2006 020357

Employee ID RBOOKER

MANZO OLD BRIDGE PROPERTIES, L
LC

RECORDING	$	60.00
MJPRPA	$	14.00
DARM	$	21.00
DARM 3.00	$	3.00
MJPRPA	$	2.00
GRANTEE TX	$	.00
- - - - -	$	.00
DD4 T1 CO	$	150.00
DD4 T1 ST	$	375.00
All Other	$	60,904.55
Total:	$	61,529.55

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK

200611170441

COUNTY OF MIDDLESEX

Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

DO NOT REMOVE THIS PAGE. TO ACCESS THE IMAGE OF THE DOCUMENT RECORDED HEREUNDER BY BOOK AND PAGE NUMBER, USE THE BOOK AND PAGE NUMBER ABOVE.

B05749P0479

RECORDED
MAINE M. FLYNN
MIDDLESEX COUNTY CLERK
2006 NOV 17 PM 12:47

Prepared by:
John Aleli
Attorney At Law of the State of New Jersey

DEED #
PAGE #
OF PAGES

DEED - Bargain and Sale
(Covenant as to Grantor's Acts)
Corp. to Ind. or Corp.

DEED

This Deed made on November 17, 2006

BETWEEN Manzo Old Bridge Properties, LLC, a New Jersey Limited Liability Company,

having its office at 1201 New Road, Suite 230, Linwood, New Jersey 08221,

referred to as the Grantor,

AND Transcontinental Gas Pipe Line Corporation, a/k/a Transco,

whose post office address is Williams Tower, 2800 Post Oak Boulevard, Houston, Texas 77056,

referred to as the Grantee.

The words "Grantee" shall mean all Grantees listed above.

Transfer of ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of $5,285,500.00.

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Township of Old Bridge, Block No. 5001, Lot No. 13.13.

[ ] No property tax identification number is available on the date of this deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Old Bridge, County of Middlesex, and State of New Jersey. The legal description is:

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Old Bridge, County of Middlesex, State of New Jersey, and being more particularly described as follows:

BEING known and designated as Lot 13.13 in Block 5001 as shown on map entitled "Major Subdivision Map of Tax Lots 11, 12.11 & 13 Block 5001, Old Bridge Township, and Middlesex County, New Jersey" filed in the Middlesex Clerk's Office on November 14, 2001 on Map No. 6141 File No. 983.

Together with and subject to Private Roadway Easement described as follows:

BEGINNING at a point in the northerly Right of Way line of Water Works Road, being 30.00 feet from the centerline thereof, said point being located the following four courses from the point of intersection formed by said northerly Right of Way line of Water Works Road, with the common boundary line between Tax Lot 12.11 & 12.12 Block 5001 and running; thence

(a) South 73 degrees 59 minutes 41 seconds West, a distance of 115.17 feet to a point of curve; thence

(b) continuing in a southwesterly direction along a curve to the right, having a radius of 1470.00 feet an arc distance of 211.13 feet to the principal point of beginning.

And running thence from said principal point of BEGINNING.

(1) along said northerly Right of Way line of Water Works Road, 30.00 feet from the centerline thereof, in a southwesterly direction, along a curve to the right, having a radius of 1470.00 feet, an arc distance of 17.16 feet, to a point of tangency; thence

(2) continuing along same on a course bearing, South 82 degrees 53 minutes 34 seconds West, a distance of 93.13 feet to a point; thence

(3) along the westerly Right of Way line of Manzo Boulevard, (a 60.00 feet wide Private Roadway), in a northerly direction along a curve to the left having a radius of 25.00 feet, an arc distance of 39.27 feet to a point of reverse curve; thence

(4) continuing along same, in a northeasterly direction, along a curve to the right having a radius of 560.00 feet, an arc distance of 360.55 feet to a point of tangency; thence

(5) still along same, on a course of bearing North 29 degrees 47 minutes 02 seconds East, a distance of 987.67 feet, to a point of curve; thence

(6) still along same, in a northeasterly direction along a curve to the right, having a radius of 560.00 feet an arc distance of 549.50 feet, to a point of tangent; thence

(7) still along same, on a course bearing North 86 degrees 00 minutes 19 seconds East, a distance of 517.34 feet, to a point of curve; thence

(8) still along same, in a northeasterly direction along a curve to the left, having a radius of 500.00 feet, an arc distance of 265.65 feet, to a point of reverse curve; thence

(9) still along same, in an easterly direction along a curve to the right, having a radius of 560.00 feet an arc distance of 439.82 feet, to a point of reverse curve; thence

(10) still along same, in a easterly direction, along a curve to left, having a radius of 25.00 feet, an arc distance of 39.27 feet, to its intersection with the westerly Right of Way line of Cheesequake Road, 60.00 feet wide; thence

(11) along said westerly Right of Way line of Cheesequake Road on a course bearing, South 10 degrees 33 minutes 50 seconds West, a distance of 110.00 feet to a point; thence

(12) along the southerly Right of Way line of said Manzo Boulevard, in a westerly direction along a curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, to a point of compound curve; thence

(13) continuing along same, in a southwesterly direction, along a curve to the left, having a radius of 500.00 feet, an arc distance of 392.70 feet, to a point of reverse curve; thence

(14) still along same, in a southwesterly direction, along a curve to the right, having a radius of 560.00 feet, an arc distance of 297.53 feet, to a point of tangent; thence

(15) still along same, on a course of bearing South 86 degrees 00 minutes 19 seconds West, a distance of 517.34 feet, to a point of curve; thence

(16) still along same, in a southwesterly direction, along a curve to the left, having a radius of 500.00 feet an arc distance of 490.62 feet to a point of tangent; thence

(17) still along same, on a course bearing South 29 degrees 47 minutes 02 seconds West, a distance of 987.67 feet to a point of curve; thence

(18) still along same, in a southwesterly direction, along a curve to the left, having a radius of 500.00 feet an arc distance of 321.82 feet, to a point of compound curve; thence

(19) still along same, in a southeasterly direction, along a curve to the left, having a radius of 25.00 feet, an arc distance of 39.57 feet to the point and place of BEGINNING.

Lot 13.13 in Block 5001 is more particularly described in accordance with a survey prepared by Charles M. Settlecowski, NJ Licensed Land Surveyor No. 36759, dated October 2, 2006, revised November 8, 2006, which is as follows:

ALL that certain tract or parcel of land situate in Old Bridge Township, County of Middlesex and State of New Jersey, more particularly described in the New Jersey State Plane Coordinate System NAD 83, as follows:

BEGINNING at a point in the westerly line of Manzo Boulevard (proposed 60 foot right-of-way per filed map #6141, filed in the Middlesex County Clerk's office November 14, 2001), said point being a total distance of 965.48 feet from the point of intersection of the westerly side of Manzo Boulevard with the northerly sideline of Waterworks Road, if said sidelines were prolonged to intersect; thence

(1) North 70 degrees 38 minutes 52 seconds West, a distance of 883.42 feet to a point; thence

(2) on a curve to the left having a radius of 2282.29 feet and an arc distance of 535.98 feet on a chord bearing North 38 degrees 13 minutes 42 seconds East, a distance of 534.75 feet to a point; thence

(3) North 20 degrees 03 minutes 17 seconds East, a distance of 841.92 feet to a point; thence

(4) South 51 degrees 07 minutes 14 seconds East, a distance of 494.15 feet to a point; thence

(5) North 38 degrees 53 minutes 13 seconds East, a distance of 285.03 feet to a point; thence

(6) South 17 degrees 35 minutes 21 seconds East, a distance of 763.80 feet to a point; thence

(7) on a curve to the left having a radius of 560.00 feet and an arc distance of 528.50 feet on a chord bearing South 56 degrees 49 minutes 13 seconds West, a distance of 509.10 feet to a point; thence

(8) South 18 degrees 20 minutes 17 seconds West, a distance of 407.67 feet to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY: Also known as Lot 13.13 in Block 5001 on the Township of Old Bridge Tax Map.

Being part of the premises conveyed to Manzo Old Bridge Properties, LLC, a New Jersey Limited Liability Company by Deed from Manzo Holdings, LLC, a New Jersey Limited Liability Company, dated December 30, 2003, and recorded March 2, 2004, in the Clerk's Office of the County of Middlesex, New Jersey in Deed Book 5285, Page 314.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed by L. Anthony Gibson, Court Appointed Manager of Manzo Old Bridge Properties, LLC.

MANZO OLD BRIDGE PROPERTIES, LLC

BY: _____

L. Anthony Gibson
Court Appointed Manager

STATE OF NEW JERSEY)
) SS:
COUNTY OF ATLANTIC)

I certify that on the 15 day of , 2006, L. Anthony Gibson, personally came before me and acknowledged under oath, to my satisfaction, that he is the Court Appointed Manager of Manzo Old Bridge Properties, LLC, the limited liability company named in this document, and as the Court Appointed Manager, being authorized to do so, executed the foregoing instrument for the uses and purposes therein expressed by signing in the name of the limited liability company as the Court Appointed Manager.

Signed and sworn to before me on
November 15, 2006.

_____

VALERIE MUSUMECI
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 1, 2011

MUST SUBMIT IN DUPLICATE
RTF-1 (Rev. 8/11/06)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY
} SS.
COUNTY Atlantic County Municipal Code 1215

FOR RECORDER'S USE ONLY	
Consideration	$
RTF paid by seller	$
Date	By

MUNICIPALITY OF PROPERTY LOCATION Old Bridge Township

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(See Instructions # 3 and #4 on reverse side)*

Deponent, L. Anthony Gibson, Manager (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Court Appointed Manager (Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) in a deed dated November 17, 2006 transferring real property identified as Block number 13.13 Lot number 5001 located at Manzo Boulevard, Old Bridge Township (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 5,285,500.00 *(See Instructions #1 and #5 on reverse side)*

(3) Property transferred is Class 4A 4B 4C. (circle one) If Class 4A, calculation in Section 3A is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:** *(See Instructions #5A and 7 on reverse side)*
Total Assessed Valuation + Director's Ratio = Equalized Valuation

$_____ + _____ % = $_____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE *(See Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE *(See Instruction #9 on reverse side)*
NOTE: All boxes below apply to grantor(s) *only*. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over.* *(See Instruction #9 on reverse side for A or B)*
B. **BLIND PERSON** Grantor(s) ☐ legally blind or;*
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed*

Senior citizens, blind or disabled persons must also meet all of the following criteria.

☐ Owned and occupied by grantor(s) at time of sale.
☐ One or two-family residential premises.
☐ Resident of the State of New Jersey.
☐ Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** *(See Instruction #9 on reverse side)*
☐ Affordable according to H.U.D. standards.
☐ Meets income requirements of region.
☐ Reserved for occupancy.
☐ Subject to resale controls.

(6) NEW CONSTRUCTION *(See Instructions #2, #10 and # 12 on reverse side)*
☐ Entirely new improvement.
☐ Not previously used for any purpose.
☐ Not previously occupied.
☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968 as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 15 day of November, 2006

Valerie Musumeci
VALERIE MUSUMECI
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 1, 2011

Signature of Deponent

Deponent Address

Manzo Old Bridge Properties, LLC
Grantor Name

1201 New Road, Linwood, NJ 08221
Grantor Address at Time of Sale

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY			
Instrument Number		County	
Deed Number		Book	Page
Deed Dated		Date Recorded	

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY- DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lptfeealtax.htm.

MUST SUBMIT IN DUPLICATE
RTF-1EE (Rev. 8/2006)

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006)

To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

STATE OF NEW JERSEY }SS.

COUNTY Middlesex County Municipal Code 1209

MUNICIPALITY Old Bridge Township

FOR RECORDER'S USE ONLY

Consideration $ _____

RTF paid by buyer $ _____

Date _____ By _____

(1) PARTY OR LEGAL REPRESENTATIVE *(See Instructions #3 and #4 on reverse side)*

Deponent, Mark Stevens (Name), being duly sworn according to law upon his/~~her~~ oath, deposes and says that he/~~she~~ is the legal representative (Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated November 17, 2006 transferring real property identified as Block number 5001 Lot number 13.13 & 13.13QFARM located at 55 Manzo Boulevard, Old Bridge, NJ (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 5,285,500.00 *(See Instructions #1 and #5 on reverse side)*

Entire consideration is in excess of $1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee is required to remit the 1% fee, complete below:

- ☐ Class 2 - Residential
- ☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
- ☐ Class 4A – Commercial Properties
- ☐ Class 4C - Residential Cooperative Unit (4 Families or less)

(B) When Grantee is not required to remit the 1% fee, complete below:

- ☒ Property class. Circle applicable class(es): (1) 4B 4C 15
  Property classes: 1-Vacant Land, 4B-Industrial properties, 4C-Apartments (other than cooperative unit), 15-Public Property
- ☐ Exempt Organization pursuant to Federal Internal Revenue Code of 1986
- ☐ Incidental to corporate merger or acquisition and equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition (If checked, calculation in (C) below required and **MUST ATTACH COMPLETED RTF-4**)

(C) **REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:**

Total Assessed Valuation + Director's Ratio = Equalized Valuation

$_____ + _____% = $_____

If equalized valuation amount is in excess of $1,000,000, the 1% fee is imposed on buyer on entire amount of consideration. If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE *(See Instruction #6 on reverse side)*

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 17th day of November, 2006

Phyllis E. Garten

PHYLLIS E. GARTEN
A Notary Public Of New Jersey
My Commission Expires July 28, 2007

Transcontinental Gas Pipe Line Corporation
By: _____
Signature of Deponent

Mark Stevens

99 Farber Road
Princeton, NJ 08540
Deponent Address

Transcontinental Gas Pipe Line Corporation
Grantee Name

99 Farber Road
Princeton, NJ 08540
Grantee Address at Time of Sale

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____

Deed Number _____ Book _____ Page _____

Deed Dated _____ Date Recorded _____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Buyer recorded with deeds to:

STATE OF NEW JERSEY- DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/lpt/localpt.htm

B05749P0484

5749-

GIT/REP-3
(3-06)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Manzo Old Bridge Properties, LLC

Current Resident Address:

Street: 1201 New Road, Suite 230

City, Town, Post Office	State	Zip Code
Linwood.	NJ	08221

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
13.13	5001	

Street Address:

Manzo Boulevard

City, Town, Post Office	State	Zip Code
Old Bridge Township	NJ	08857

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$5,285,500	11/17/2006

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

11/17/08
Date

L Q Gian
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

005749PG485
5749-

DEED MANZO OLD BRIDGE PROPERTIES, LLC, a New Jersey Limited Liability Company, Grantor, TO TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a/k/a Transco, Grantee.	Dated: November 17 , 2006 Record and return to: Mark Stevens, Esq. Watson, Stevens & Rutter, LLP P.O. Box 1185 New Brunswick, NJ 08903

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

INSTR # 2018044957
O BK 17185 PG 551 Pgs 551 - 559; (9 pgs)
RECORDED 05/17/2018 02:20:25 PM
ELAINE M. FLYNN, COUNTY CLERK KI
MIDDLESEX COUNTY, NEW JERSEY

Official Use Only	

Date of Document	**Type of Document**
January 30, 2018	Deed
First Party Name	**Second Party Name**
Manzo Industrial Park Association, Inc.	Transcontinental Gas Pipeline Company, LLC
Additional First Parties	**Additional Second Parties**

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block	**Lot**
5001	13.17
Municipality	**Consideration**
Old Bridge	
Mailing Address of Grantee	
Mark Steven, Esq. Rutter & Roy, LLP 3 Paragon Way, Suite 300 Freehold, NJ 07728	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	**Original Page**

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.

This cover page is for use in Middlesex County, New Jersey only.

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

204
9+2

Prepared by: Mark Stevens, Esq.

Line #: 1/-209
R/W #: 6-6B
Tax #:
Municipality: OLD BRIDGE TWP
County: MIDDLESEX
State: NEW JERSEY

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 30 day of JANUARY, 2018 by and between MANZO INDUSTRIAL PARK ASSOCIATION, INC., a New Jersey non-profit corporation having an address at 429 Delray Drive, Lavallette, New Jersey 08735 (hereinafter called GRANTOR whether one or more) and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated June 8, 1967 and recorded in the Middlesex County Clerk's Office, in Deed Book 2582 at Page 861 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products or other liquids, gases or substances of any kind which can be transported through pipelines, under, upon, over, through and across those certain lands located in the Township of Madison, Middlesex County, New Jersey, which Township subsequently became known as Township of Old Bridge, Middlesex County, New Jersey and described as follows:

Block 5001, Lot 13.17 as described in deed dated April 18, 2002 and recorded in the Middlesex County Clerk's Office on April 18, 2002 in Deed Book 5036, Page 484.

AWHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and

communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way" and "Area of Right of Way", all as shown on a four sheet drawing marked "Exhibit A," attached hereto and made a part hereof.

3. Grantor acknowledges that, during the course of construction of the first additional pipeline, facilities or improvements authorized above, Grantee has the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Disturbance Within Existing Right of Way", "Area of Temporary Work Space#1 Within Manzo Boulevard", "Area of Temporary Work Space#2 Within Manzo Boulevard", "Area of Temporary Work Space#3 Within Manzo Boulevard", "Area of Disturbance Within Existing Permanent Access Road #AR-MS-010", "Area of Temporary Access Road #AR-MS-001 Within Manzo Boulevard", and "Area of Temporary Access Road #AR-MS-002 Within Manzo Boulevard".

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 30th day of January, 2018.

ATTEST / WITNESS:

Silvia Wiehe

MANZO INDUSTRIAL PARK ASSOCIATION, INC.

By: Roger Passarella

Roger Passarella, President
Board of Trustees

ACKNOWLEDGMENT

STATE OF ~~NEW JERSEY~~ FLORIDA

COUNTY OF LEE

On this 30th day of January 2018, before me a Notary Public of the State of ~~New Jersey,~~ Florida the undersigned officer, personally appeared Roger Passarella, who acknowledged him/herself to be the President of the Trustee Board of Manzo Industrial Park Association, Inc., a New Jersey not-for-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Szilvia Wiebe
Notary Public

SZILVIA WIEBE
MY COMMISSION # FF947750
EXPIRES: February 24, 2020

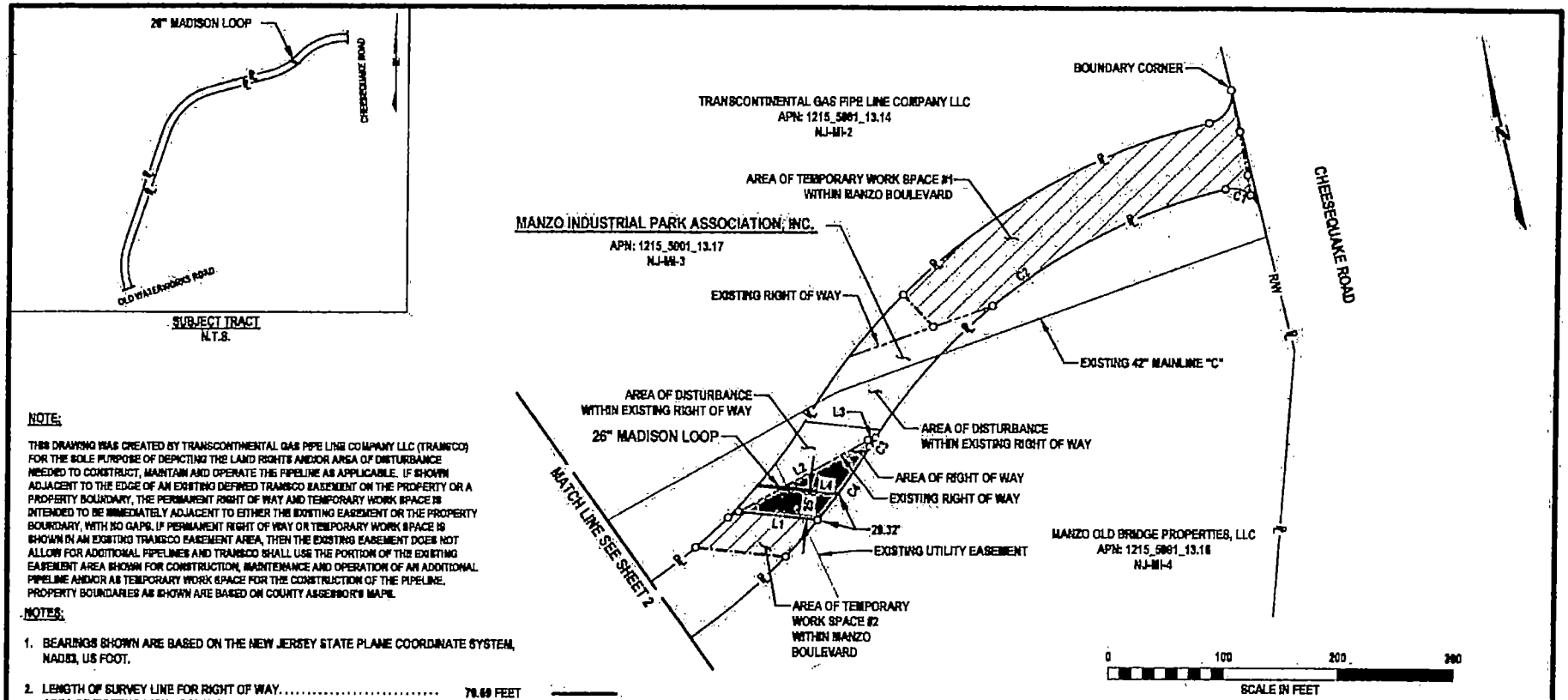
Szilvia Wiebe
Printed Name

My Commission Expires: 02/24/2020

After recording please return to:

Rutter & Roy, LLP
3 Paragon Way, Suite 300
Freehold, NJ 07728

Book17185/Page556 CFN#20180044957



NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY..... 78.69 FEET
AREA OF EXISTING RIGHT OF WAY..... 0.21 ACRE
AREA OF RIGHT OF WAY..... 0.07 ACRE
AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY..... 0.21 ACRE
TOTAL AREA OF TEMPORARY WORK WITHIN MANZO BOULEVARD (#1, #2 AND #3)..... 0.78 ACRE
AREA OF DISTURBANCE WITHIN EXISTING PERMANENT ACCESS ROAD..... 0.01 ACRE
TOTAL AREA OF TEMPORARY ACCESS ROADS WITHIN MANZO BOULEVARD (#1 AND #2)..... 1.51 ACRES
PROPERTY LINE.....
POINT OF INTERSECTION.....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP,
AREA OF RIGHT OF WAY,
CROSSING THE PROPERTY OF MANZO
INDUSTRIAL PARK ASSOCIATION, INC.
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

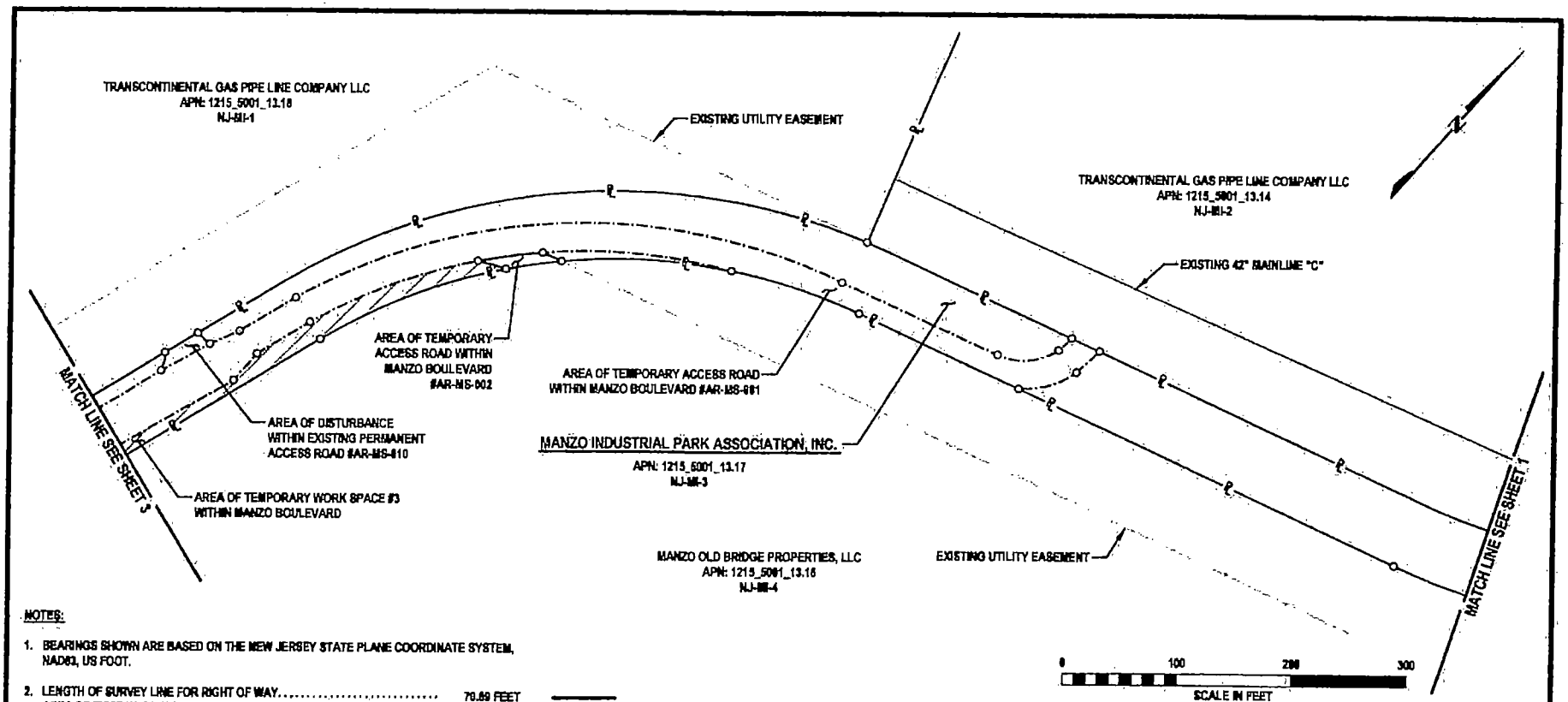
Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	06/16/17	AT	ISSUED FOR R.O.W.	1185727	CLR	EL
1	11/07/17	STC	REISSUED FOR R.O.W.	1185727	W.	EL
2	12/26/17	STC	REISSUED FOR R.O.W.	1185727	W.	EL

DRAWN BY: STC DATE: 05/05/17
CHECKED BY: MJV DATE: 05/12/17
APPROVED BY: EL DATE: 05/12/17
W.O.: 1185727
ISSUED FOR BID:
ISSUED FOR CONSTRUCTION:
SCALE: 1" = 100'
REVISION: 2
DRAWING NUMBER: 24-1947-88-06A-DRJ-MI-3
SHEET 1 OF 4

Page 6 of 9

Book17185/Page557 CFN#20180044957



NOTES:

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2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY..... 70.89 FEET
AREA OF EXISTING RIGHT OF WAY..... 0.21 ACRE
AREA OF RIGHT OF WAY..... 0.87 ACRE
AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY..... 0.21 ACRE
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DRAWING NO.	REFERENCE TABLE

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2	12/28/17	STC	REISSUED FOR R.O.W.	1185727	W.	EL

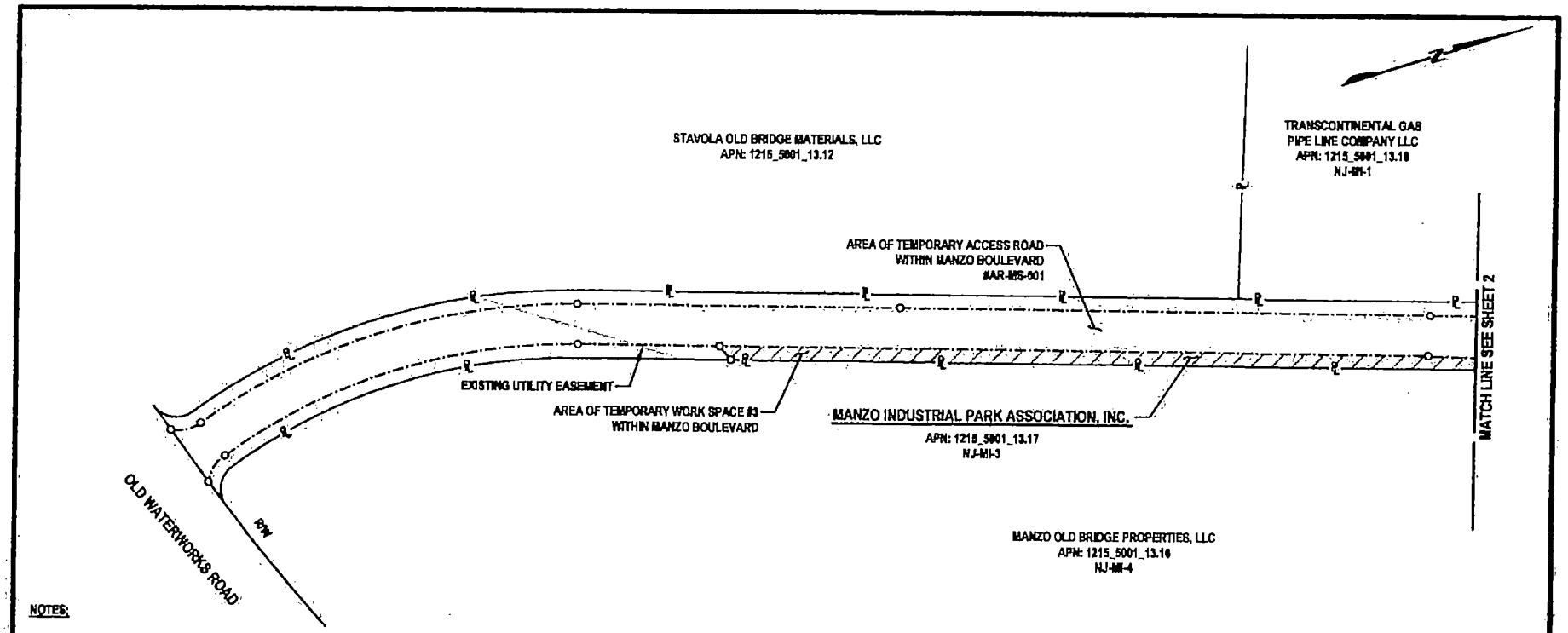
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP,
AREA OF RIGHT OF WAY,
CROSSING THE PROPERTY OF MANZO INDUSTRIAL PARK ASSOCIATION, INC.
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 05/15/17	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: RJV	DATE: 05/12/17	ISSUED FOR CONSTRUCTION:	REVISION: 2
APPROVED BY: EL	DATE: 05/12/17	DRAWING NUMBER: 24-1947-80-06A-D/NJ-MI-3	SHEET 2 OF 4
W.O.: 1185727			

Page 7 of 9

Book17185/Page558 CFN#20180044957



NOTES:

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2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY..... 70.69 FEET
AREA OF EXISTING RIGHT OF WAY..... 0.21 ACRE
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POINT OF INTERSECTION.....

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TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP,
AREA OF RIGHT OF WAY,
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INDUSTRIAL PARK ASSOCIATION, INC.
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 03/05/17	ISSUED FOR WO:	SCALE: 1" = 100'
CHECKED BY: MJV	DATE: 03/12/17	ISSUED FOR CONSTRUCTION:	REVISION: 2
APPROVED BY: EL	DATE: 03/12/17	DRAWING NUMBER: 24-1947-50-66A-D/NJ-MI-3	SHEET 3 OF 4
WO: 1185727			

Book17185/Page559 CFN#20180044957

CONNECTION COURSES

LINE #	BEARING	DISTANCE
C1	R= 25.00' CHB= N 45° 52' 57" W	L= 39.27' CHD= 35.36'
C2	R= 508.00' CHB= S 87° 10' 53" W	L= 382.85' CHD= 373.57'

AREA OF RIGHT OF WAY

LINE #	BEARING	DISTANCE
C3	R= 580.00' CHB= S 44° 48' 53" W	L= 9.84' CHD= 9.84'
C4	R= 580.00' CHB= S 48° 06' 39" W	L= 78.72' CHD= 78.65'
L1	N 70° 48' 53" W	68.64'
L2	N 73° 54' 45" E	128.93'
L3	N 83° 17' 45" E	7.44'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L4	S 78° 48' 56" E	78.89'

NOTES:

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   POINT OF INTERSECTION.....

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Williams

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2	12/26/17	STC	REISSUED FOR R.O.W.	1185727	W.	EL

DRAWN BY: STC	DATE: 05/05/17	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: BJV	DATE: 05/12/17	ISSUED FOR CONSTRUCTION:	REVISION: 2
APPROVED BY: EL	DATE: 05/12/17	DRAWING NUMBER: 24-1947-88-08A-DRU-MI-3	SHEET 4 OF 4
WO: 1185727			

#3

LD-9A
NEW JERSEY
REV. 5-59

STATE NEW JERSEY
COUNTY Middlesex
MUNICIPALITY Madison Township
LINE # 11-107
R/W LB. 6-1 & 6-6
W. O. # 5236-0104
RODS

Rec'd Rec'd Set File # 1702

BOOK 2582 PAGE 861

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned,

OLD BRIDGE LAND & DEVELOPMENT CO., INC. a corporation of New Jersey

hereinafter called Grantor (whether one or more) for and in consideration of the sum of

Two Thousand and 00/100 Dollars ($2,000.00)

cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey with general warranty unto Transcontinental Gas Pipe Line Corporation, a Delaware Corporation, its successors and assigns (hereinafter called Grantee) a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing from time to time one or more pipe lines, together with valves, tie-overs and other appurtenant facilities, for the transportation of gas, oil, petroleum and petroleum products, upon, under or across a strip of land 75 feet in width located on the lands of the Grantor, in the Township of Madison Middlesex County, New Jersey, described as follows: Being a part of that tract of land conveyed to the Grantor by deeds dated June 1, 1965 and March 13, 1959 recorded in Middlesex County, New Jersey in Deed Book 2502, page 399 and Deed Book 2096, page 552.

The said strip of land seventy-five (75') in width shall be located fifty feet (50') on the southerly side and twenty five (25') on the northerly side of the survey line as shown on Transcontinental Gas Pipe Line Corporation's Drawings No. NJA-574, Rev. 2 and NJC-60, Rev. 4 attached hereto and made a part hereof.

It is intended that the rights herein granted shall extend to such right, title and interest as the Grantor may have in a roadway sometimes known as Cheesequake Road.

(See Rider annexed hereto and made a part hereof.)

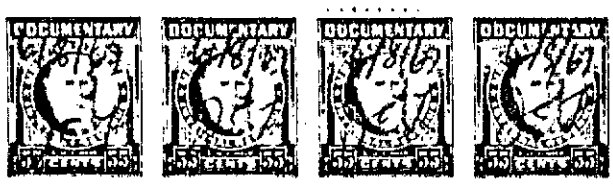
RIDER

It is mutually understood and agreed that any pipe lines installed hereunder within the limits of the right of way and easement granted will be installed as shown on Transcontinental Gas Pipe Line Corporation's Drawing No. NJG-113, which is attached hereto and made a part hereof. Grantee may remove so much of the material within the right of way herein granted as is necessary to provide a ditch sufficient to allow the pipe line to be installed as shown on this drawing. Where necessary, material may also be removed in areas outside of the easement area granted for purpose of maintaining proper slopes. Grantee shall not be obliged to replace this material but may stockpile the same on the premises of Grantor for benefit of Grantor.

It is further mutually understood and agreed that Grantors may, at their option, build roadways, streets or install the usual utilities across the right of way herein granted provided that plans and profiles for such installations are submitted to Grantee's Pipe Line Superintendent at Linden, New Jersey, at least 20 days prior to the commencement of any work. Grantee will approve such construction in writing forthwith, if such construction will not, in Grantee's opinion, interfere with the safe operation and maintenance of Grantee's pipe lines. Grantor agrees that it will modify such plans, if, in the opinion of Grantee, any pipe lines within the easement will be endangered. If objection is not filed within ten (10) days after receipt of request, Grantor may proceed as indicated in original request without further permission. Grantee will restore any pavement which may be installed across its pipe lines if it is damaged as a result of any of Grantee's activities in constructing, operating, and maintaining its pipe lines. Grantor reserves the right to use for itself or its invitees the right of way premises for such purposes as parking, provided, however, that such usage shall not interfere with the maintenance of the aforesaid pipeline.

In the event of dispute as to whether or not Grantor's proposed construction will interfere with safe operation and maintenance of Grantee's pipe lines the same may be litigated in the Courts of the State of New Jersey.

The rights reserved unto the Grantor shall run to its successors and assigns.



together with such other rights as may be necessary or convenient for the full enjoyment or use of the rights herein granted, which such rights [redacted] are as follows:

(a) the right to enter upon the right of way and easement herein granted and to pass along the said strip with equipment, material and men, at such times as Grantee may elect,

(b) the right from time to time to keep said right of way free from trees, undergrowth and all other obstructions that may endanger or interfere with the construction, operation and maintenance of Grantee's pipe lines,

(c) the right, during the initial construction period only, to enter upon, clear off, and use an additional strip of land .... 25 ...., feet wide, such strip to be contiguous to the right of way herein granted, and

(d) the right to assign this grant in whole or in part.

Grantor specifically covenants and agrees:

(a) The strip of land ....75 ..... feet in width, first above described, is the permanent right of way granted.

(b) Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said permanent right of way or any part thereof, or use the said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without such approval.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until the first pipe line is constructed and so long thereafter as a pipe line is maintained thereon.

Grantor acknowledges that it has been paid for any damages caused or to be caused by the construction of the first pipe line hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

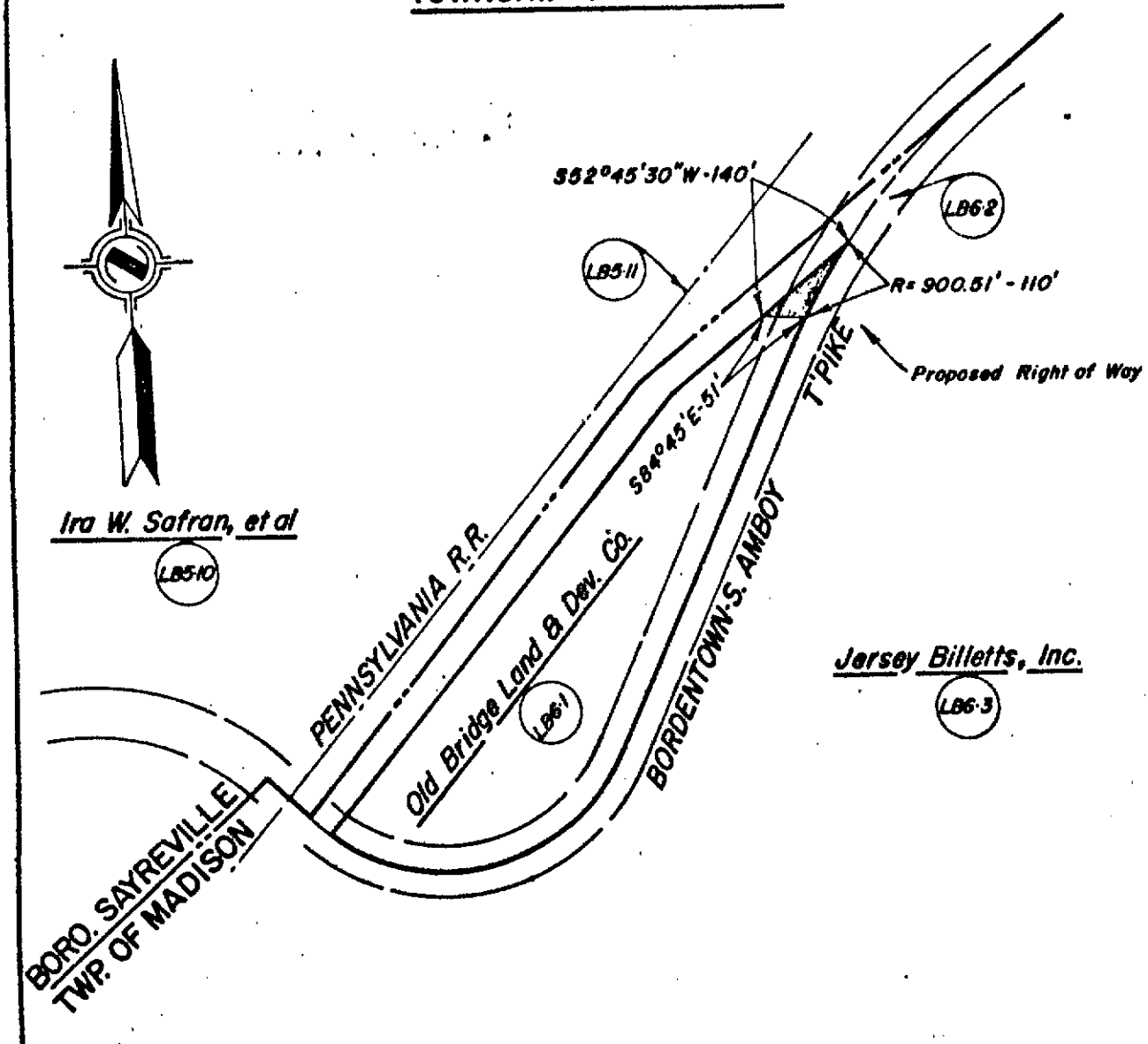
(a) Except for damages caused or to be caused by the construction of the first pipe line, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipe lines in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any [redacted] acts of Grantee, its agents or employees, in its exercise of the rights herein granted.

Grantee, by its acceptance of this grant, acknowledges that the right of way and easement hereby granted and any pipe lines and other facilities or improvements heretofore or hereafter erected or installed on or in such right of way and easement are subject to the lien of the Mortgage and Deed of Trust, dated May 15, 1949, from Transcontinental Gas Pipe Line Corporation to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, and all Supplemental Indentures thereto, heretofore recorded in the County aforesaid.

MIDDLESEX COUNTY, NEW JERSEY

TOWNSHIP OF MADISON



Note: This Dwg, is Based upon Description as Recorded in Deed Bk. 2502 Pg.399

Alignment Sheet — NJ-202
Field Book — 11-11-46 Pg. 7
REFERENCE DRAWINGS — DWG. NO

BY	REVISION	DATE
RS	Line Change	12/6/66
RS	Bearing Change	1/26/66

TRANSCONTINENTAL GAS PIPE LINE CORP.

ENGINEERING DEPARTMENT — HOUSTON, TEXAS

PROPOSED RIGHT OF WAY
CROSSING PROPERTY OF
OLD BRIDGE LAND & DEV. CO.
MIDDLESEX COUNTY, NEW JERSEY

DRAWN BY ROG	DATE 2-9-66	APPROVED BY	DATE
CHECKED BY C.J.B.	DATE 2-10-66	APPROVED BY Walter W. Hartley ENGINEER	
APPVD BY DRAFTING	DATE		
W.O. NO. 5236.01	SCALE 1" = 200'	DWG. NO. NJA-574	
	SHEET OF		

M

United New Jersey R.R. & Canal Co.

LB 6-4

LB 6-5

N84°14'E - 663'

N65°08'E - 148'

N74°39'E - 40'

207.54' Arc Distance

N84.92'

West

Proposed 7

South Amboy-Bordentown Pike

Chesequake

℄ Proposed 75' R/W

Water Works Rd

LOCATION MA

Scale: 1" = 1000'

BOOK 2582 PAGE 865

MIDDLESEX COUNTY, NEW JERSEY

TOWNSHIP OF MADISON BOOK 2582 PAGE 866

Old Bridge Land & Development Co.

LB
6-6

ed 75' Right of Way

N83°07

N73°44'E-1152'

25'

50'

75'

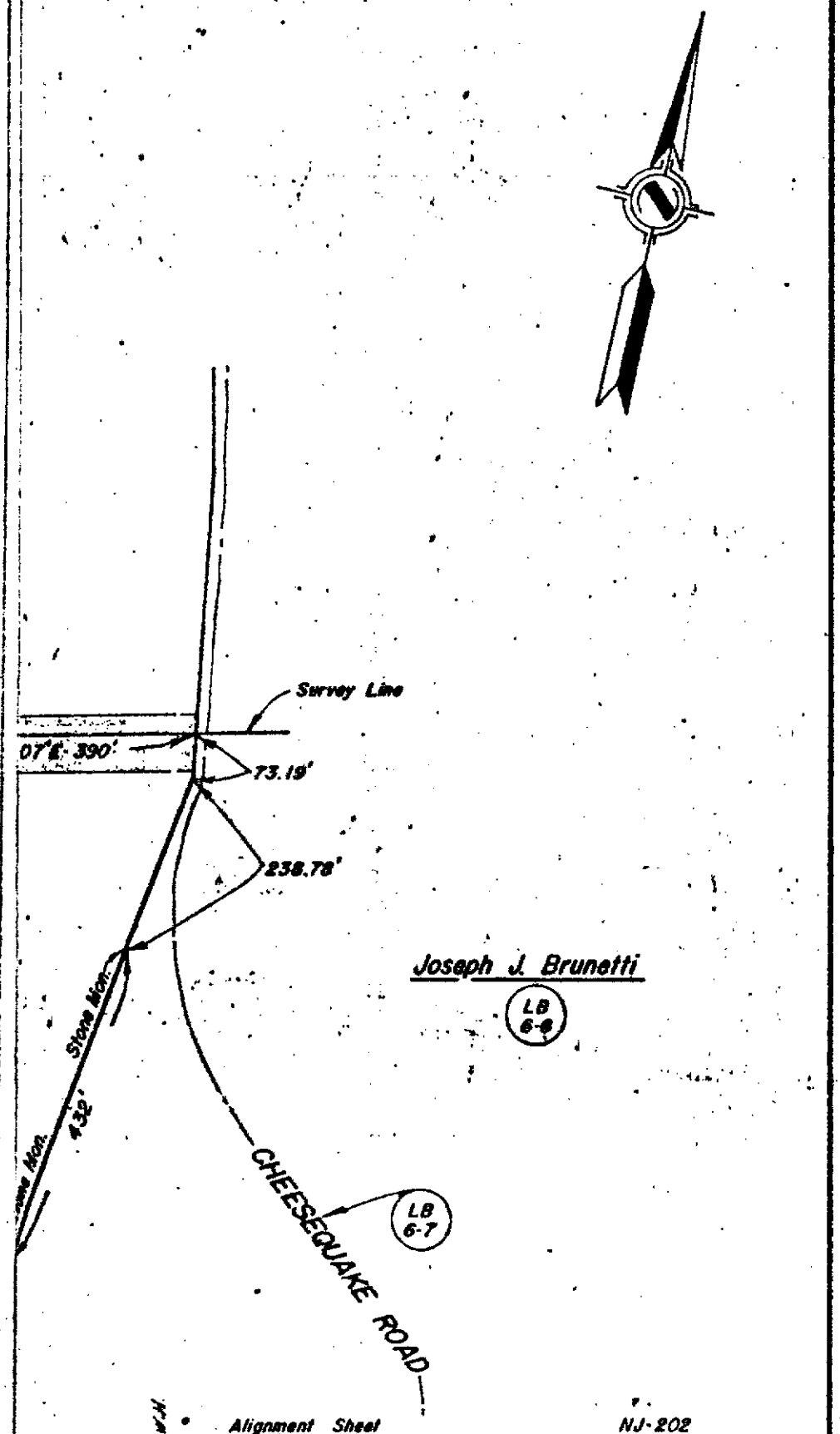
Stone Mon.

Rd.

Note: Bearings Shown are Calculated Bearings from Astronomical Observations.

MAP

20'



Alignment Sheet NJ-202

Field Book 11-11-46 Pg. 30, 11-11-71 Pg. 25-26

REFERENCE DRAWINGS DWG. NO.

NO.	DATE	BY	REVISIONS
4	2-25-66	ROG	Line Change
3	3-8-67	ROG	Line Change
2	10-20-66	ROG	39' was 26'
1	11-10-66	ROG	Location Map Added

TRANSCONTINENTAL GAS PIPE LINE CORP.

ENGINEERING DEPARTMENT HOUSTON, TEXAS

PROPOSED 75' RIGHT OF WAY
CROSSING PROPERTY OF

OLD BRIDGE LAND & DEVELOPMENT CO.

MIDDLESEX COUNTY, NEW JERSEY

DRAWN BY ROG	DATE 2-25-66	APPROVED BY	DATE
CHECKED BY CJB	DATE 5-15-66	APPROVED BY Fletcher W. Hartley	ENGINEER
APPVD. BY DRAFTING	DATE		
W. O. NO. 5236.01	SCALE 1" = 200'	DWG. NO. NJC-60	
	SHEET OF		

LD-9A
NEW JERSEY
BACK

BOOK 2582 PAGE 868

It is agreed that this grant covers all the agreements between the parties and no verbal representations or statements have been made, modifying, adding to, or changing the terms of this agreement.

IN WITNESS WHEREOF, the Grantor, h[illegible] signed and sealed this agreement this 8th day of JUNE, 1967.

OLD BRIDGE LAND & DEVELOPMENT CO., INC.

ATTEST:

Joseph Manzo
JOSEPH MANZO, Secretary

BY: Michael Manzo
MICHAEL MANZO, President (Seal)

(Seal)

(Seal)

(Seal)

OLD BRIDGE LAND DEVELOPMENT CORP. CO. INC.

5184

RIGHT OF WAY AGREEMENT

TO

INTERCONTINENTAL GAS PIPE LINE CORPORATION

RECEIVED & RECORDED
MIDDLESEX COUNTY N.J.
'67 JUN 9 AM 10:00
BOOK 2582 PAGE 861
BOOK ____ PAGE ____
FRANK SCHATZMAN
CLERK

2—N. J. ACKNOWLEDGEMENT CORP.

ALL-STATE OFFICE SUPPLY CO.
49 EDISON PLACE, NEWARK 2, N. J.

State of New Jersey,
County of MIDDLESEX } ss.:

JUN 6 1967

Be it Remembered, that on this 8th day of JUNE 1967,
before me, the subscriber, a Notary Public of New Jersey,

personally appeared JOSEPH MANZO,

who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Secretary of the OLD BRIDGE LAND & DEVELOPMENT CO., INC., the Grantor mentioned in the within Instrument; that MICHAEL MANZO is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me,
at [illegible] 1967
the date aforesaid.

Joseph Manzo
JOSEPH MANZO

[illegible]
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 23, 1970

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

INSTR # 2018024257
O BK 17122 PG 12 Pgs 12 - 20; (9 pgs)
RECORDED 03/23/2018 02:31:52 PM
ELAINE M. FLYNN, COUNTY CLERK RR
MIDDLESEX COUNTY, NEW JERSEY

Official Use Only

Date of Document	Type of Document
January 30, 2018	Deed
First Party Name	**Second Party Name**
Manzo Old Bridge Properties	Transcontinental Gas Pipe Line Company LLC
Additional First Parties	**Additional Second Parties**

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block	**Lot**
5001	13.16
Municipality	**Consideration**
Old Bridge	
Mailing Address of Grantee	
Mark Stevens, Esq. Rutter & Roy 3 Paragon Way, Suite 300 Freehold, NJ 07728	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	**Original Page**

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.

This cover page is for use in Middlesex County, New Jersey only.

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

9

Prepared by: Mark Stevens
Mark Stevens, Esq.

Line #: _____
R/W #: _____
Tax #: _____
Municipality: _____
County: _____
State: _____

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 30 day of JANUARY, 2018 by and between MANZO OLD BRIDGE PROPERTIES, LLC, a New Jersey limited liability company having an address at 429 Delray Drive, Lavallette, New Jersey 08735 (hereinafter called GRANTOR whether one or more) and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated June 8, 1967 and recorded in the Middlesex County Clerk's Office, in Deed Book 2582 at Page 861 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products or other liquids, gases or substances of any kind which can be transported through pipelines, under, upon, over, through and across those certain lands located in the Township of Madison, Middlesex County, New Jersey, which Township subsequently became known as Township of Old Bridge, Middlesex County, New Jersey and described as follows:

Block 5001, Lot 13.16 as described in deed dated December 30, 2003 and recorded in the Middlesex County Clerk's Office on March 2, 2004 in Deed Book 5285, Page 314.

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted], and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and

communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way" and "Area of Right of Way", all as shown on a four sheet drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the first additional pipeline, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use additional strips of land contiguous to the right of way described above, such strips of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space#1 Outside Existing Right of Way", "Area of Temporary Work Space#2 Outside Existing Right of Way", "Area of Temporary Access Road #AR-MS-001", "Area of Temporary Access Road #AR-MS-002", and "Area of Temporary Access Road #AR-MS-003".

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 30th day of January, 2018.

ATTEST / WITNESS:

Silvia Wiehe

MANZO OLD BRIDGE PROPERTIES, LLC

By: Roger Passarella

Roger Passarella, Managing Member

ACKNOWLEDGMENT

STATE OF ~~NEW JERSEY~~ FLORIDA

COUNTY OF LEE

On this 30th day of January, 2018, before me a Notary Public of the State of ~~New Jersey~~ Florida, the undersigned officer, personally appeared Roger Passarella, who acknowledged him/herself to be the Managing Member of Manzo Old Bridge Properties, LLC, a limited liability company of the State of New Jersey, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Szilvia Wiebe

Notary Public

SZILVIA WIEBE
MY COMMISSION # FF947750
EXPIRES: February 24, 2020

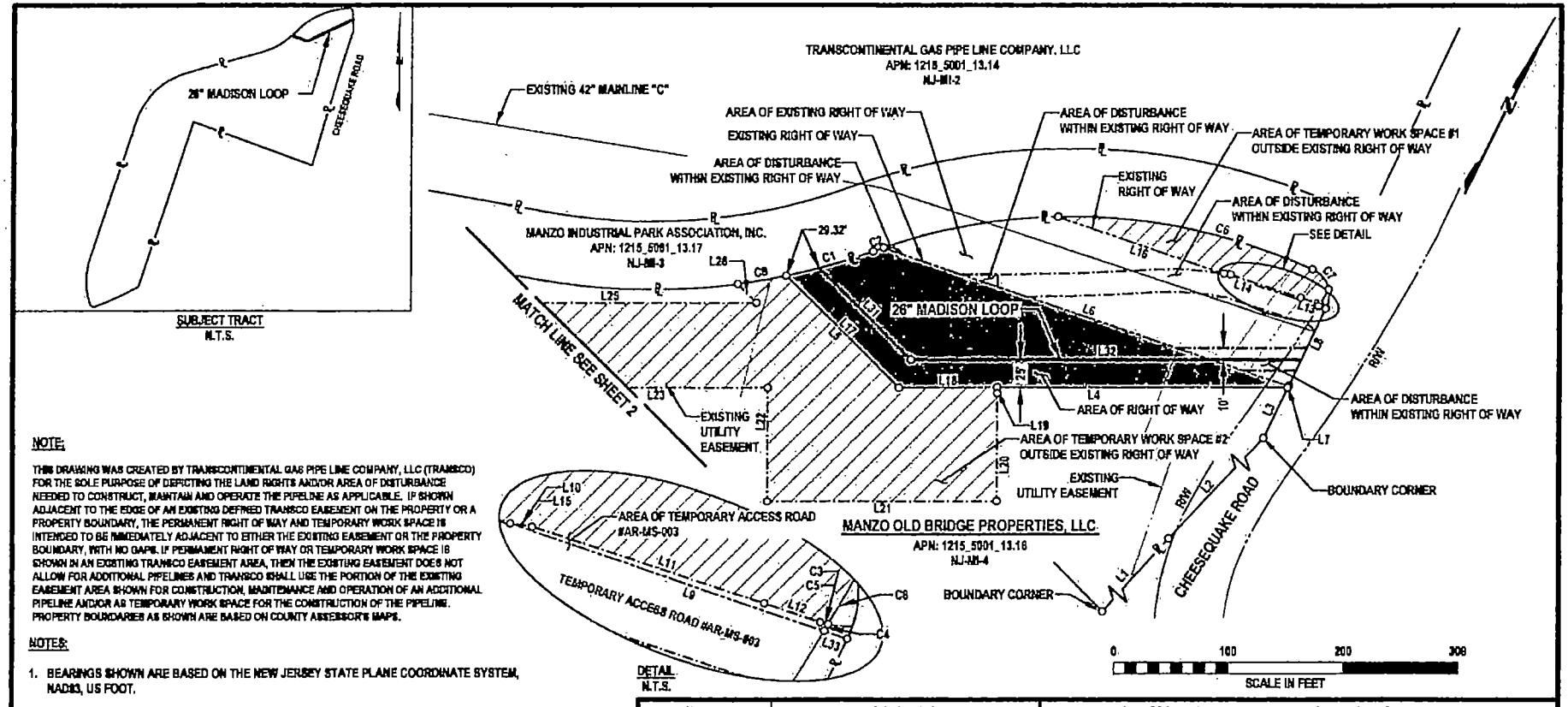
Szilvia Wiebe

Printed Name

My Commission Expires: 02/24/2020

After recording please return to:
Rutter & Roy, LLP
3 Paragon Way, Suite 300
Freehold, NJ 07728

Book17122/Page17 CFN#20180024257



NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.
2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY..... 453.34 FEET
   AREA OF EXISTING RIGHT OF WAY..... 0.55 ACRE
   AREA OF RIGHT OF WAY..... 0.61 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY..... 0.17 ACRE
   TOTAL AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY (#1 AND #2)..... 2.20 ACRES
   TOTAL AREA OF TEMPORARY ACCESS ROAD (#1, #2 AND #3)..... 0.14 ACRE
   PROPERTY LINE.....
   POINT OF INTERSECTION.....
3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY, AREA OF TEMPORARY WORK SPACE AND AREA OF TEMPORARY ACCESS ROADS CROSSING THE PROPERTY OF MANZO OLD BRIDGE PROPERTIES, LLC
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY, STATE OF NEW JERSEY

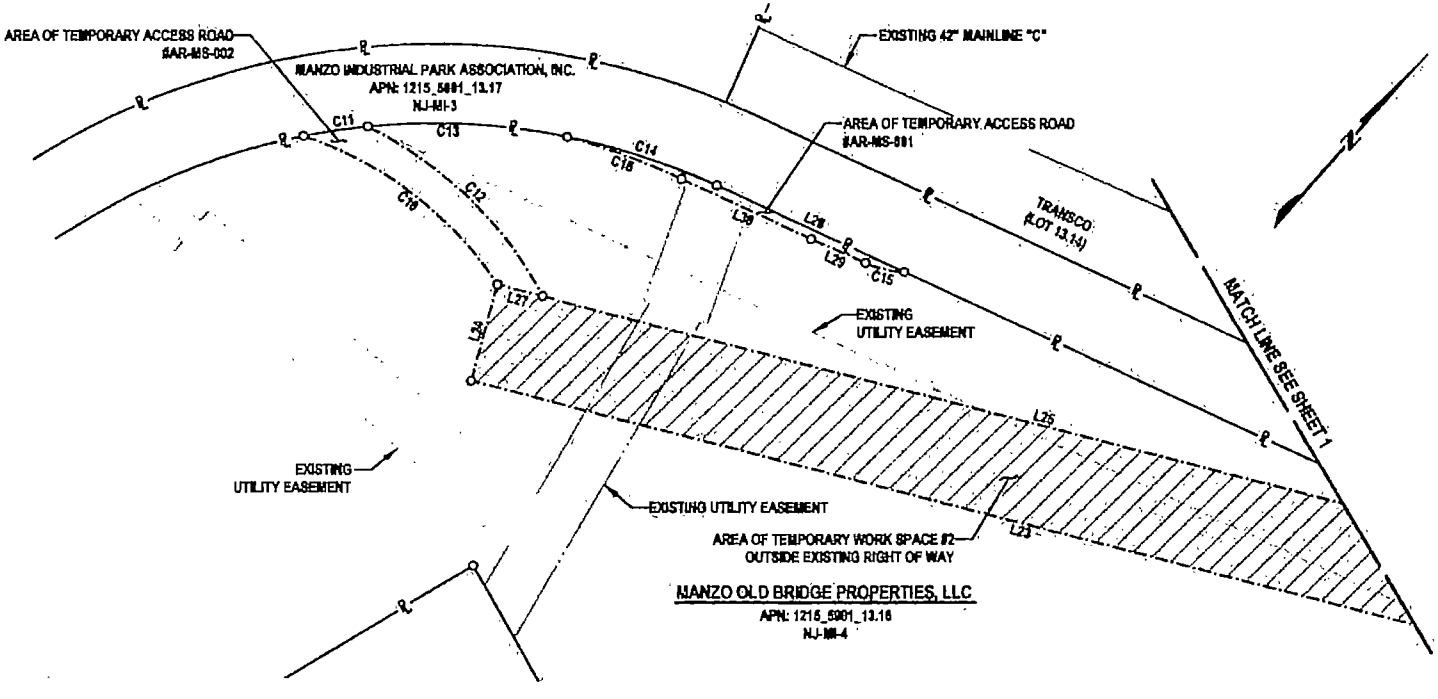
Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK	APP.
0	08/21/17	STC	ISSUED FOR R.O.W.	1185727	CLR	EL
1	12/25/17	STC	REISSUED FOR R.O.W.	1185727	VV	EL

DRAWN BY: STC	DATE: 08/07/17	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: LR	DATE: 08/07/17	ISSUED FOR CONSTRUCTION:	REVISION: 1
APPROVED BY: EL	DATE: 08/07/17	DRAWING NUMBER: 24-1947-80-86A-D/N J-MI-4_1	SHEET 1 OF 4
WO: 1185727			

Page 6 of 9

Book17122/Page18 CFN#20180024257



NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.
2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 453.34 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 0.55 ACRE
   AREA OF RIGHT OF WAY ..... 0.81 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 0.17 ACRE
   TOTAL AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY (#1 AND #2) ..... 2.28 ACRES
   TOTAL AREA OF TEMPORARY ACCESS ROAD (#1, #2 AND #3) ..... 0.14 ACRE
   PROPERTY LINE
   POINT OF INTERSECTION
3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

0 100 200 300
SCALE IN FEET

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY, AREA OF TEMPORARY WORK SPACE AND AREA OF TEMPORARY ACCESS ROADS CROSSING THE PROPERTY OF MANZO OLD BRIDGE PROPERTIES, LLC
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY, STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O.NO.	CHK.	APP.
0	09/21/17	STC	ISSUED FOR R.O.W.	1165727	CLR	EL
1	12/26/17	STC	REISSUED FOR R.O.W.	1165727	W.	EL

DRAWN BY: STC DATE: 09/07/17
CHECKED BY: LR DATE: 09/07/17
APPROVED BY: EL DATE: 09/07/17
WO: 1165727

ISSUED FOR BID:
ISSUED FOR CONSTRUCTION:
SCALE: 1" = 100'
REVISION: 1
DRAWING NUMBER: 24-1947-60-06A-DWJ-MI-4_1
SHEET 2 OF 4

Book17122/Page19 CFN#20180024257

CONNECTION COURSES

LINE #	BEARING	DISTANCE
L1	N 16° 12' 51" E	716.10'
L2	N 17° 12' 51" E	242.51'
L3	N 06° 52' 57" W	48.85'
L8	N 06° 52' 57" W	75.39'
C13	R= 566.49' CHB= N 52° 28' 28" E	L= 149.95' CHD= 149.49'
L33	S 83° 17' 45" W	6.39'

AREA OF RIGHT OF WAY

LINE #	BEARING	DISTANCE
L4	S 84° 11' 04" W	336.02'
L5	N 70° 48' 56" W	139.91'
C1	R= 560.00' CHB= N 48° 08' 39" E	L= 78.72' CHD= 78.65'
C2	R= 566.00' CHB= N 44° 48' 53" E	L= 9.84' CHD= 9.84'
L6	N 83° 17' 45" E	373.45'
L7	S 00° 52' 57" E	1.66'

AREA OF TEMPORARY ACCESS ROAD #AR-MS-003

LINE #	BEARING	DISTANCE
L9	S 83° 17' 45" W	86.95'
L10	N 72° 41' 58" E	5.85'
L11	N 82° 37' 19" E	64.08'
L12	N 83° 17' 21" E	15.43'
C3	R= 24.99' CHB= N 78° 04' 53" E	L= 2.11' CHD= 2.11'
C4	R= 1331.34' CHB= S 04° 46' 22" W	L= 2.03' CHD= 2.03'

AREA OF TEMPORARY WORK SPACE #1 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
C5	R= 24.09' CHB= S 78° 16' 57" W	L= 2.04' CHD= 2.04'
L13	S 83° 17' 21" W	15.43'
L14	S 82° 37' 19" W	64.88'
L15	S 72° 41' 58" W	5.85'
L16	S 83° 17' 45" W	153.61'
C6	R= 800.00' CHB= N 78° 01' 20" E	L= 226.58' CHD= 225.57'
C7	R= 24.79' CHB= S 84° 09' 58" E	L= 23.33' CHD= 22.48'
C8	R= 1347.78' CHB= S 04° 05' 04" W	L= 14.86' CHD= 14.86'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.
2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY..... 453.34 FEET
   AREA OF EXISTING RIGHT OF WAY..... 6.56 ACRE
   AREA OF RIGHT OF WAY..... 6.51 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY..... 0.17 ACRE
   TOTAL AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY (#1 AND #2)..... 2.28 ACRES
   TOTAL AREA OF TEMPORARY ACCESS ROAD (#1, #2 AND #3)..... 0.14 ACRE
   PROPERTY LINE.....
   POINT OF INTERSECTION.....
3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO. | REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
25" MADISON LOOP, AREA OF RIGHT OF WAY, AREA OF TEMPORARY WORK SPACE AND AREA OF TEMPORARY ACCESS ROADS CROSSING THE PROPERTY OF MANZO OLD BRIDGE PROPERTIES, LLC
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY, STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O.NO.	CHK.	APP.
0	05/31/17	STC	ISSUED FOR R.O.W.	1185727	CLR	EL
1	12/26/17	STC	REISSUED FOR R.O.W.	1185727	W.	EL

DRAWN BY: STC DATE: 05/07/17 | DESIGNED FOR BID: | SCALE: N/A
CHECKED BY: LR DATE: 05/07/17 | ISSUED FOR CONSTRUCTION | REVISION: 1
APPROVED BY: EL DATE: 05/07/17 | DRAWING NUMBER: 24-1947-80-86A-DSNJ-MS-4_1 | SHEET 3 OF 4
WO: 1185727

Book17122/Page20 CFN#20180024257

AREA OF TEMPORARY WORK SPACE #2 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L17	S 70° 48' 56" E	139.91'
L18	N 64° 11' 04" E	85.34'
L19	S 25° 47' 37" E	5.00'
L20	S 25° 47' 37" E	95.03'
L21	S 64° 12' 23" W	280.06'
L22	N 25° 47' 37" W	99.84'
L23	S 64° 12' 23" W	650.00'
L24	N 25° 47' 37" W	75.08'
L25	N 64° 12' 23" E	840.15'
L26	N 70° 48' 56" W	23.54'
C9	R= 560.86' CHB= N 54° 21' 44" E	L= 42.83' CHD= 42.82'

AREA OF TEMPORARY ACCESS ROAD #AR-MS-002

LINE #	BEARING	DISTANCE
C10	R= 277.41' CHB= S 87° 13' 22" W	L= 186.99' CHD= 183.35'
C11	R= 560.00' CHB= N 41° 05' 59" E	L= 48.53' CHD= 48.50'
C12	R= 362.41' CHB= S 88° 10' 35" E	L= 166.53' CHD= 165.60'
L27	S 64° 12' 23" W	35.44'

AREA OF TEMPORARY ACCESS ROAD #AR-MS-001

LINE #	BEARING	DISTANCE
C14	R= 500.80' CHB= N 67° 48' 42" E	L= 117.76' CHD= 117.49'
L28	N 74° 33' 32" E	154.40'
C15	R= 79.39' CHB= S 83° 14' 54" W	L= 29.74' CHD= 29.57'
L29	S 73° 18' 39" W	44.42'
L30	S 74° 38' 39" W	166.61'
C16	R= 485.97' CHB= S 70° 03' 31" W	L= 91.46' CHD= 91.35'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L31	S 70° 48' 56" E	114.25'
L32	N 64° 11' 04" E	339.29'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.
2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY..... 453.34 FEET
   AREA OF EXISTING RIGHT OF WAY..... 8.55 ACRE
   AREA OF RIGHT OF WAY..... 9.81 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY..... 0.17 ACRE
   TOTAL AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY (#1 AND #2)..... 2.20 ACRES
   TOTAL AREA OF TEMPORARY ACCESS ROAD (#1, #2 AND #3)..... 0.14 ACRE
   PROPERTY LINE.....
   POINT OF INTERSECTION.....
3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CK'D.	APP.
0	08/21/17	STC	ISSUED FOR R.O.W.	1185727	CLR.	EL
1	12/26/17	STC	REISSUED FOR R.O.W.	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY, AREA OF TEMPORARY WORK SPACE AND AREA OF TEMPORARY ACCESS ROADS CROSSING THE PROPERTY OF
NANZO OLD BRIDGE PROPERTIES, LLC
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 08/07/17	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: LR	DATE: 08/07/17	ISSUED FOR CONSTRUCTION:	REVISION: 1
APPROVED BY: EL	DATE: 08/07/17	DRAWING NUMBER: 24-1947-90-06A-D/NJ-SE-4_1	SHEET 4 OF 4
W.O.: 1185727			

Page 9 of 9

ADDENDUM TO AGREEMENTS ENTERED INTO BETWEEN JOSEPH J. BRUNETTI AND ANNA BRUNETTI, HIS WIFE, AND TRANSCONTINENTAL GAS PIPE LINE CORPORATION

For map see File 1715

* * * *

THIS ADDENDUM AGREEMENT made this 16th day of July, 1968, between JOSEPH J. BRUNETTI and ANNA BRUNETTI, his wife, residing at 277 Standish Avenue, in the City of Hackensack, County of Bergen and State of New Jersey, hereinafter referred to as the "Owners" and TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, having an office at 744 Broad Street, in the City of Newark, County of Essex and State of New Jersey, hereinafter referred to as "Transco";

(MADISON)

WITNESSETH:

WHEREAS, the Owners and Transco entered into a certain Right of Way Agreement dated August 11, 1967, recorded in the Office of the Clerk of Middlesex County, State of New Jersey, in Book 2590 of Deeds at page 475, whereby, Transco was granted a right of way for the installation of a forty-two (42) inch gas pipe line for the transportation of natural gas under and through a strip of land sixty (60) feet in width and as more particularly described in the Right of Way Agreement; and

WHEREAS, the Owners and Transco also entered into an unrecorded Agreement dated August 11, 1967, respecting the manner in which said pipe line would be constructed and other related items, which unrecorded Agreement (hereinafter referred to as the construction agreement of August 11, 1967) is recited in the aforesaid Right of Way Agreement; and

WHEREAS, Transco constructed the said pipe line at locations and elevations which differ from those contemplated

by the aforesaid Right of Way Agreement and the aforesaid construction agreement, both dated August 11, 1967; and

WHEREAS, on February 29, 1968, the Owners instituted an action against Transco in the Superior Court of New Jersey, Chancery Division, Middlesex County, Docket No. C-1711-67, seeking relief on account of deviations in the construction of said pipe line and other related matters, as more fully appears by the records of said action; and

WHEREAS, Transco has contested the aforesaid claims as more fully appears by the records of the aforesaid action; and

WHEREAS, the aforesaid action is still pending; and

WHEREAS, in order to avoid further litigation the parties to this Agreement are now desirous of compromising and settling all disputes and controversies as is more fully set forth by the records of the aforesaid action; and

WHEREAS, the parties to this Agreement desire to clarify the rights and obligations relating to the Jersey Central Power and Light Company easement.

NOW THEREFORE, in consideration of the terms, covenants and agreements hereinafter made in modification of the Agreements entered into between the Owners and Transco dated August 11, 1967, and the mutual advantages inuring to the respective parties, it is agreed as follows:

1. Transco shall pay or cause to be paid to the Owners the sum of One Hundred Thousand ($100,000.00) Dollars.

2. The Owners release and discharge Transco from any and all contractual obligations regarding the grading, leveling, clearing and restoring of the Owners land and the

Owners accept their land in its present state without the performance of any further contractual obligations relating to the grading, leveling, clearing and restoring of their land by Transco.

3. The Owners extend the time for completion of the installation of the forty-two (42) inch gas pipe line to the date of this Agreement.

4. The Owners accept the locations and elevations of the forty-two (42) inch gas pipe line as shown on Transcontinental Gas Pipe Line Corporation's drawing No. NJG-129, last revision dated June 25, 1968, and being Exhibit A attached hereto and made a part hereof, and release and discharge Transco from any and all prior contractual obligations with respect to the locations and elevations of the gas pipe line.

5. Transco warrants and represents that it has received approval of its gas pipe line installation over, across and through the Owners' land from any and all Governmental authorities, Federal, State, County or Municipal, having jurisdiction.

6. Transco warrants and represents that there presently is a minimum cover of soil to the height of at least thirty-six (36) inches over the top of its gas pipe line, and said cover is sufficient in accordance with all Federal, State, County and Municipal rules and regulations.

7. The Owners warrant and represent that they have title to the fee to the land through which the Jersey Central Power and Light Company retains an easement or right of way and through which a portion of Transco's pipe line is installed.

For the purposes of clarification, the Owners intended in the Right-of-Way Agreement of August 11, 1967, to grant to Transco, the right to install its gas pipe line within the sixty (60) foot right of way and in, over and through that portion of their lands between stations 7 and 8 as shown on a certain drawing entitled "Preliminary Profile Proposed Road, Hillendale Garden Apartments, Township of Madison, Middlesex County, New Jersey, Canger Engineering Associates, Civil Engineers--Consultants--Surveyors, Fairlawn, New Jersey", dated July 1967, commonly referred to as the Jersey Central Power and Light Company easement.

8. Transco will execute and deliver to the Owners a quit claim deed conveying any and all interest which it acquired by deed from Myron George Wood, Individually and as Executor of the Estate of Dora Wood Herzog and Elizabeth Wood, his wife, and Norman Theodore Wood, Individually and as Executor of the Estate of Dora Wood Herzog and Eleanor Wood, his wife, to Transcontinental Production Company dated July 12, 1967, and recorded in the office of the Clerk of Middlesex County in Book 2586 of Deeds at Page 813, and deed from Transcontinental Production Company to Transco dated December 8, 1967, and recorded in the Office of said Clerk in Book 2604 of Deeds at Page 631, it being the intention of the parties hereto that the rights and privileges granted to Transco by the aforesaid Right-of-Way Agreement recorded in Book 2590, Page 475, described above and also referred to in paragraph 7, hereof, and by this Addendum to Agreements shall survive the delivery of the aforesaid quit claim deed and continue to be effective.

BOOK 2632 PAGE 896

RTF-1
(N.J.S.A. 46:15-5)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 (N.J.S.A. 46:15-5 et seq.)

FOR RECORDER'S USE ONLY
County of .....
Consideration $.....
Realty Transfer Fee $.....

STATE OF NEW JERSEY)
) SS.
COUNTY OF MIDDLESEX)

(1) **PARTY OR LEGAL REPRESENTATIVE** (see Instruction #3)

ARTHUR W. BURGESS ..... being duly sworn according to law upon his oath deposes and says that he is ~~the~~
an Attorney at Law representing Joseph J. Brunetti and Anna Brunetti .....
(State whether Grantor, Grantee or Legal Representative. If Legal Representative, specify in what capacity)
in the deed between
Joseph J. Brunetti and Anna Brunetti, Hackensack, New Jersey and .....
(Name and Address of Grantor)
Transcontinental Gas Pipe Line Corporation, 744 Broad St., Newark, N. J. .....
(Name and Address of Grantee)
dated July 16, 1968 ..... and annexed hereto.

(2) **OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE** (see Instruction #4)

Deponent states that he is the .....
(Title of Corporate Officer)
of .....
(Name of Corporate Grantor or Grantee)
, and that he is fully acquainted with the business of said corporation and knows the actual and full consideration paid or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(3) **OFFICER OF TITLE COMPANY OR LENDING INSTITUTION** (see Instruction #5)

Deponent states that he is the .....
(Title)
of .....
(Name of Title Company or Lending Institution)
participating in the deed transaction herein described and that he knows the actual and full consideration paid or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(4) **CONSIDERATION** (see Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is $1.00 .....

(5) **LOCATION OF PROPERTY**

Deponent states that the real property transferred by the deed annexed hereto is located in
the Township of Madison .....
(Taxing District(s))
and County of Middlesex .....
(County(s))

(6) **EXEMPTION FROM FEE** (complete only if exemption from fee is claimed. See Instruction #7)

Deponent claims that this deed transaction is exempt from the realty transfer fee imposed by c. 49, P.L. 1968 for the following reason(s): The consideration recited in the annexed agreement is for damages under an unrecorded agreement between the parties named in the said annexed agreement, dated August 11, 1967, and Par. 7 of the aforesaid annexed agreement merely clarifies a previously recorded ease*ment, dated August 11, 1967, recorded in Deed Book 2590, Page 475.

Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn
to before me this 21st
day of August, 1968

Grace F. Kovacs
A Notary Public of New Jersey

ARTHUR W. BURGESS .....
Name of Deponent
214 Smith Street
Perth Amboy, New Jersey .....
Address of Deponent

FOR OFFICIAL USE ONLY
This space for use of County Clerk or Register of Deeds.
INSTRUMENT NUMBER ..... COUNTY .....
DEED NUMBER ..... BOOK ..... PAGE .....
DEED DATED ..... DATE RECORDED .....

IMPORTANT—BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

9. Except as hereinabove specifically modified or changed, each and every term and condition of the aforesaid original Agreements between the Owners and Transco, dated August 11, 1967, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers and their corporate seal to be hereto affixed the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Joseph J. Brunetti LS
JOSEPH J. BRUNETTI

Anna Brunetti LS
ANNA BRUNETTI

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

Attest:

Gladys M. Oakley
Assistant Secretary

By: Lawrence H. Gall
V. President

STATE OF Texas)
COUNTY OF Harris) SS

BE IT REMEMBERED, that on this 16th day of July in the year of our Lord One Thousand Nine Hundred and Sixty-eight, before me, the subscriber, a Notary Public personally appeared Gladys M. Oakley who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction, that she is the Assistant Secretary of the Transcontinental Gas Pipe Line Corporation the corporation named in the within instrument; that Lawrence H. Gall is the Vice President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the board of directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Vice President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed her name thereto as witness.

Sworn to and subscribed before me,
at Houston, Texas
the date aforesaid.

Courtney S. Smith
Notary Public

Gladys M. Oakley
Assistant Secretary

COURTNEY S. SMITH
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

STATE OF NEW JERSEY)
SS
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 30th day of July, 1968, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared, Joseph J. Brunetti and Anna Brunetti, his wife, who I am satisfied are the persons mentioned in the within instrument and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

Nancy Intavolato
Notary Public of New Jersey

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 23, 1970

9227

ADDENDUM TO AGREEMENTS
ENTERED INTO

BETWEEN

JOSEPH J. BRUNETTI and
ANNA BRUNETTI, his wife

and

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

Dated: July 16, 1968

R. E. & A. D. WATSON
Counsellors at Law
390 George Street
NewBrunswick, New Jersey

14

RECEIVED & RECORDED

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BOOK 2632 PAGE 892
FRANK SCHNITZMAN
CLERK

555 29 35488 E00014.00 CH

BOOK 2632 PAGE 960

#4

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned, JOSEPH J. BRUNETTI and ANNA BRUNETTI, his wife, residing at #277 Standish Avenue, in the City of Hackensack, Bergen County, New Jersey, hereinafter called the Grantors, for and in consideration of the sum of Seventy-five Thousand ($75,000) Dollars, cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey with general warranty unto TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, having an office at 744 Broad Street, Newark, New Jersey, its successors and assigns, hereinafter called the Grantee, a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing from time to time one forty-two (42) inch pipe line to be used for the transportation of natural gas under and through a strip of land sixty (60) feet in width located on lands of the grantors in the Township of Madison, Middlesex County, New Jersey, and described as being a part of lands conveyed to the grantors by deed dated March 25th, 1964, and recorded in the Middlesex County Clerk's Office in Book of Deeds 2452, page 1107.

The sixty (60) foot right of way and easement heretofore referred to shall follow a course under and through the grantors' lands in accordance with the courses and distances set forth in Transcontinental Gas Pipe Line Corporation's drawing No. NJG-110, dated 4/19/67 and 4/25/67 respectively, which drawing is attached hereto and made a part hereof.

LAW OFFICES
TOOLAN,
HANEY
& ROMOND

The aforementioned drawing proposes a fifty (50) foot right of way and easement with an additional ten (10) foot work space (noted by cross-hatch lines). The sixty (60) foot right of way and easement herein granted shall be located by adding the fifty (50) foot right of way and easement to the ten (10) foot work space (noted by cross-hatch lines).

The grantee shall have:

(a) The right to enter upon the right of way and easement herein granted and to pass along the said strip with equipment, material and men to construct a forty two (42) inch gas pipe line within six (6) months of the date hereof.

(b) The right to enter upon the right of way and easement herein granted, and to pass along the said strip with equipment, material and men at such future times as the grantee may find it necessary in order to maintain, operate, repair, alter or replace and remove said pipe line so long as such activity does not prevent the continued use and peaceful enjoyment of contiguous lands owned by the grantors, and

(c) The right, from time to time, to keep said right of way free from trees, undergrowth and all other obstructions that may endanger or interfere with the construction, operation and maintenance of grantee's pipe lines, it, however, being recognized that the grantors reserve the right to construct upon, over, across and through the aforesaid right of way and easement, a street or road and all sewer, water, gas and electric lines, as well as other utilities; and to maintain poles, signs, curbs, gutters, sidewalks, shrubbery, storm-drains and other uses of said right of way and easement necessary for the development and use of contiguous parcels of land owned by the grantors. The grantors reserve the right to use said right of way and easement for purposes which will not interfere with the grantee's full enjoyment of rights hereby granted; provided that the grantors shall not erect or construct any building upon said right of way and easement.

LAW OFFICES
OOLAN,
HANEY
& ROMOND

(d) The right to assign this grant in whole or in part.

The grantors specifically agree and convenant that:

(a) The strip of land sixty (60) feet in width, first above described, is the permanent right of way granted.

TO HAVE AND TO HOLD said right of way and easement unto said grantee until the pipe line is constructed and so long thereafter as the pipe line is maintained thereon. In the event that the said grantee shall abandon the use of said pipe line for a continuous period of one (1) year, the aforesaid right of way and easement shall revert to the grantors, their heirs, executors, administrators, successors or assigns.

Grantee, by the acceptance hereof, covenants and agrees:

(a) Except for damages caused by the construction of the first line, grantee will reimburse grantors for any loss or damage to property which grantors may suffer as a consequence of laying, maintaining, constructing, altering, repairing; removing and replacing any pipe lines in the exercise of the rights herein granted.

(b) It will defend and save harmless the grantors from any claims or suits which may be asserted against the grantors arising out of any acts by the grantee, its agents or employees, in the exercise of the rights herein granted.

(c) Any assessments or taxes by any public body or agency, whether the same be Federal, State, County or Municipal of every kind and description that may be applicable to the use of the aforesaid strip of land by the grantee, shall at all times be the responsibility of the grantee.

(d) In the event that the aforesaid strip is condemned by any public body or agency, whether the same be Federal, State, County or Municipal, the grantors reserve the right (exclusive of any claims of the grantee regarding its forty-two (42) inch gas pipe line,) to an award for any damages resulting therefrom.

LAW OFFICES
DOLAN, HANEY & ROMOND

The parties hereto have entered into a separate agreement of even date herewith respecting the manner in which the said pipe line will be constructed and other related items. Except for said agreement, it is agreed that this grant covers all the agreements between the parties and no verbal representations or statements have been made modifying, adding to, or changing the terms of this agreement.

The provisions hereof shall enure to the benefit of and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the grantors have signed and sealed this agreement this 11th day of August, 1967.

In the Presence of

_____

x Joseph J. Brunetti (L. S.)
Joseph J. Brunetti

x Anna Brunetti (L. S.)
Anna Brunetti

IN WITNESS WHEREOF the grantee accepts the terms hereof and the covenants and conditions contained herein, and have caused its corporate seal to be hereto affixed and attested by its Secretary, and these presents to be signed by its President the day of August, 1967.

ATTEST:

_____
Attest

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

BY_____
President



LAW OFFICES
TOOLAN,
HANEY
& ROMOND

9—Acknowledgment—Corporation

CPA Karlton Press, Law Blank Publishers, Perth Amboy, N. J.
Typ-Rite® Law Forms ®Trade Mark Registered

State of New Jersey,
COUNTY OF Middlesex } ss.:

Be it Remembered, that on this day of August in the year of our Lord One Thousand Nine Hundred and sixty-seven, before me, the subscriber, A Notary Public of New Jersey personally appeared

who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the secretary of the

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

the grantee named in the within instrument; that is the President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the board of directors of the said corporation, that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed, and said instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me,
at
the date aforesaid.

.....
Secretary

.....
Notary Public

10—Acknowledgment, Individual

Karlton Press, Law Blank Publishers, Perth Amboy, N. J.

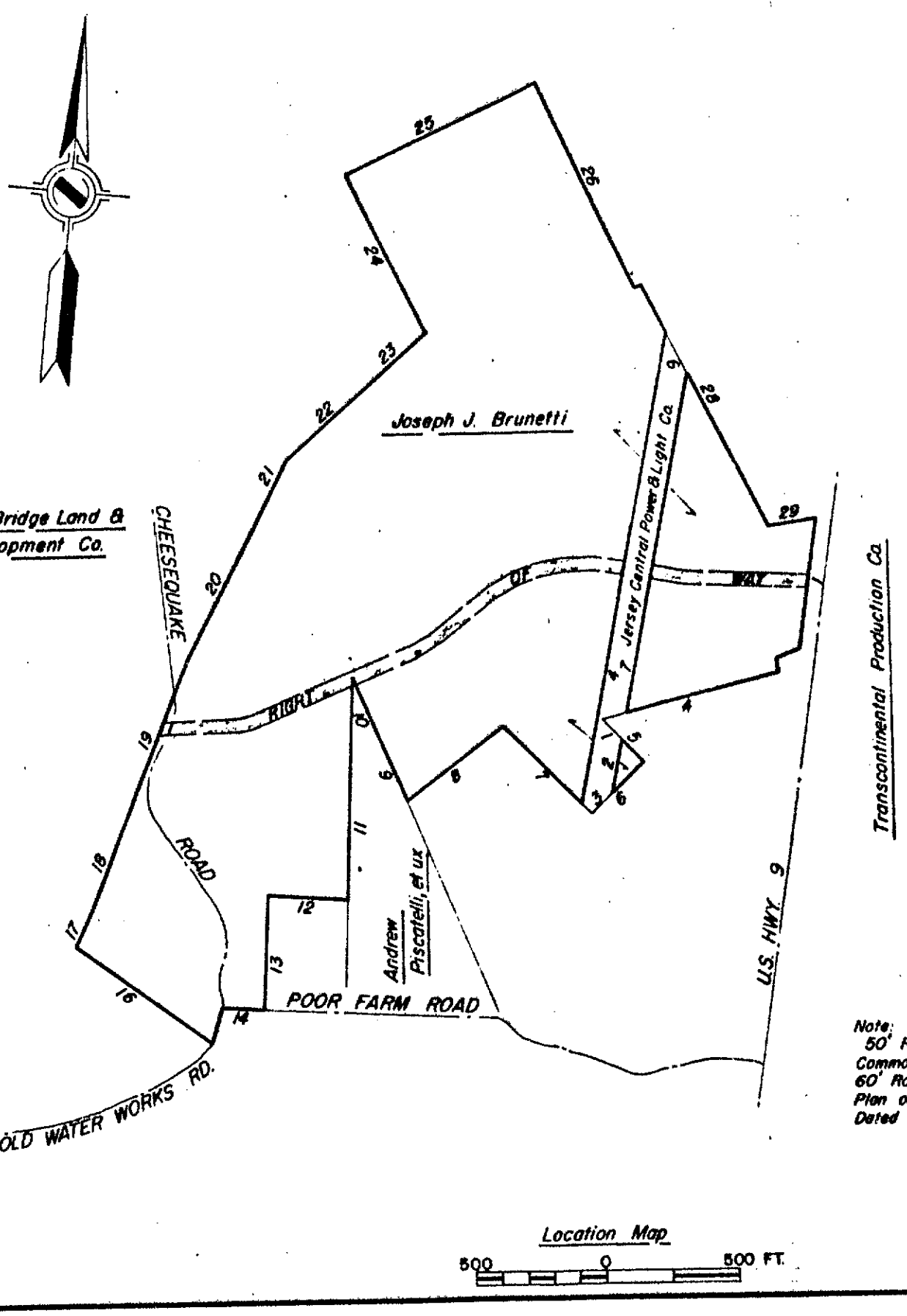
State of New Jersey,
County of Bergen } ss.:

Be it Remembered, that on this 14th day of August in the year of our Lord, One thousand nine hundred and sixty-seven, before me, the subscriber, a Notary Public of New Jersey personally appeared JOSEPH J. BRUNETTI and ANNA BRUNETTI, his wife,

who, I am satisfied, are the grantors mentioned in the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

Nancy Intonelli
A Notary Public of New Jersey

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 23, 1970


Old Bridge Land & Development Co.
Joseph J. Brunetti
Jersey Central Power & Light Co.
Transcontinental Production Co.
CHEESEQUAKE
ROAD
RIGHT
WAY
Andrew Piscatelli, et ux
U.S. HWY 9
POOR FARM ROAD
OLD WATER WORKS RD.
Location Map
500 0 500 FT.
25
24
23
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18
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7
6
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4
3
2
1
29
28

Transcontinental Production Co.

Tract 3 per Deed Bk. 2452 Pg. 448

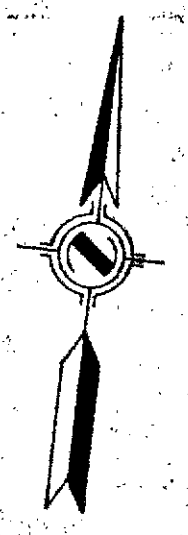
1-S 02°29'16"W-506.40'
2-S62°54'47"W-95.33'
3-S 14°20'13"E-51.92'
4-S69°53'47"W-687.03'
5-S48°34'31"E-227.86'
6-S40°01'47"W-271.00'
7-N51°34'13"W-476.06'
8-S46°24'47"W-455.88'
9-N29°18'13"W-209.85'
10-N29°09'13"W-310.00'
11-S 03°46'13"E-840.00'
12-S88°53'47"W-300.00'
13-S03°46'13"E-433.00'
14-S88°53'47"W-165.07'
15-S09°36'47"W-140.00'
16-N59°42'01"W-634.22'
17-N18°52'07"E-133.63'
18-N16°00'54"E-432.57'
19-N15°54'24"E-600.45'
20-N21°06'24"E-681.30'
21-N20°59'24"E-171.79'
22-N42°16'54"E-416.74'
23-N42°22'51"E-278.11'
24-N31°40'06"W-661.53'
25-N59°02'49"E-796.93'
26-S30°57'11"E-858.00'
27-N56°12'49"E-25.74'
28-S32°44'18"E-1036.23'
29-N76°13'05"E-196.31'

Exception (Jersey Central P.&L.Co.)

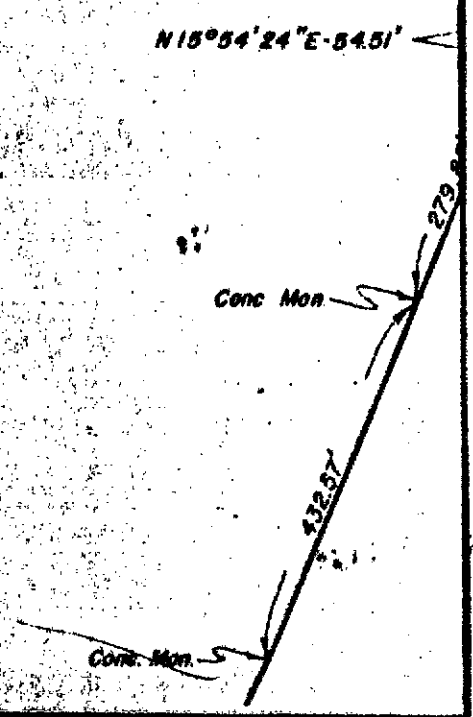
1-S48°34'31"E-106.48'
2-S05°03'29"W-211.71'
3-S40°01'47"W-100.47'
4-N51°34'13"W-50.79'
5-N05°03'29"E-1796.69'
6-S32°44'18"E-163.17'
7-S05°03'29"W-1296.24'
8-S69°53'47"W-94.73'

Note: The Southerly Line of the Proposed 50' Right of Way West of Jersey Central P&L.Co. is Common with the Southerly Line of a Proposed 60' Road as Shown on a Preliminary Site Plan of Hillendale Garden Apartments, no Revisions, Dated 28 Oct. 66 by:

Howard H. Dunn, A.I.A.
Architects & Planners
814 Thayer Ave.
Silver Springs, Maryland
Their Job No. 155-66



Old Bridge Land & Development Co.



BOOK 2590 PAGE 481

BOOK 2590 PAGE 482

MIDDLESEX C

TOWN

Co.

Joseph J. Brunetti

N72°45'E-101.38'
N63°33'E-101.42'
N54°21'E-101.40'
N46°09'E-264.74'
N52°55'E-98.49'

Permanent Right of Way and Easement

Proposed Temporary Work Space for Construction Only

N71°55'E-37.14'
N60°42'E-692.65'
N29°09'13"W-26.26'
S03°46'13"E-29.10'
S60°42'W-426.49'
N82°27'E-271.76'
S82°27'W-298.22'
279.85'
S71°53'W-46.66'
S60°42'W-261.85'
S52°55'W-105.29'
S45°09'W-264.11'
S54°21'W-93.54'
S63°33'W-93.36'
S72°45'W-93.32'

Andrew Piscatelli, et ux

West of Jersey Central P & L. Co.

Total Area of Original Tract less Conveyences Out = 83.85 Acres
Total Area of Proposed Right of Way = 2.19 Acres
Total Area North of Right of Way = 50.72 Acres
Total Area South of Right of Way = 30.94 Acres
Total Area of Temporary Work Space = 0.44 Acre

East of Jersey Central P & L. Co.

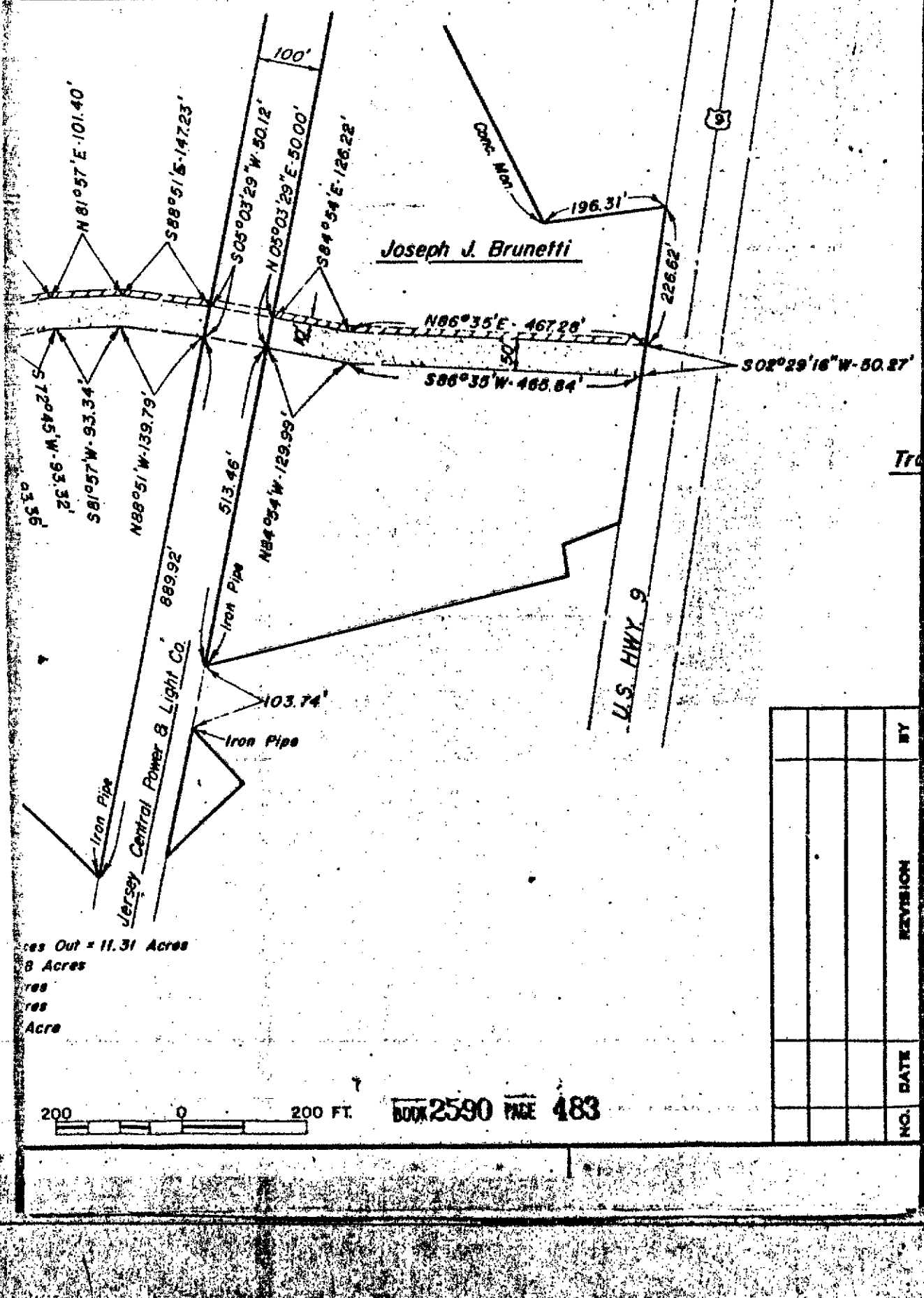
Total Area of Original Tract less Conveyences Out =
Total Area of Proposed Right of Way = 0.68 Acres
Total Area North of Right of Way = 4.90 Acres
Total Area South of Right of Way = 5.73 Acres
Total Area of Temporary Work Space = 0.14 Acre

Note: This Plat is Based upon Description in Deed Book 2452 Pg. 442.

200

COUNTY, NEW JERSEY

WNSHIP OF MADISON



ces Out = 11.31 Acres
8 Acres
res
res
Acre

NO.	DATE	REVISION	BY

BOOK 2590 PAGE 484

S 02°29'16"W - 50.27'

Transcontinental Production Co.

REFERENCE DRAWING DWG. NO.

BY	REVISION	DATE	NO.

TRANSCONTINENTAL GAS PIPE LINE CORP.

ENGINEERING DEPARTMENT HOUSTON, TEXAS

RIGHT OF WAY
CROSSING PROPERTY OF

JOSEPH J. BRUNETTI

MIDDLESEX COUNTY, NEW JERSEY

DRAWN BY ROG	DATE 4-19-67	APPROVED BY	DATE
CHECKED BY CJB	DATE 4-15-67	F. H. Worley APPROVED BY ENGINEER	
APPROVED BY DRAFTING	DATE		
W. O. NO. 5236.01	SCALE Shown	DWG. NO. NJG-110	
	SHEET OF		

7971

Deed

RECEIVED & RECORDED
MIDDLESEX COUNTY, N.J.

'67 AUG 15 AM 9:41

BOOK 2590 PAGE 475
BOOK ____ PAGE ____
FRANK SCHATZMAN
CLERK

AUG-15-67 290534 A Chg'd ... 13.00

BOOK 2590 PAGE 485

Rt. 6 N-Nassau
390 George St. 13c
N.B.

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

INSTR # 2018069965
O BK 17261 PG 1963 Pgs 1963 - 1983; (21 pgs)
RECORDED 08/08/2018 02:56:55 PM
ELAINE M. FLYNN, COUNTY CLERK IB
MIDDLESEX COUNTY, NEW JERSEY

Official Use Only	

Date of Document	**Type of Document**
7/19/18	Right of way
First Party Name	**Second Party Name**
Estate of John J. Brunetti	Transcontinental Gas Pipe Line Company, LLC
Additional First Parties	**Additional Second Parties**

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block	**Lot**
5000	4, 18 & 23
Municipality	**Consideration**
Old Bridge ☑	[redacted]
Mailing Address of Grantee	
99 Farber Road Princeton, NJ 08540	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	**Original Page**

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.

This cover page is for use in Middlesex County, New Jersey only.

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

#4

Prepared by: Williams - Transco

Line #: 11-207
R/W #: 6-8, 6-9, 6-10 & 6-11
Tax #: 5000/4, 18 & 23
Municipality: Old Bridge
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 19 day of July, 2018 by and between **ESTATE OF JOHN J. BRUNETTI**, having an address at Post Office Box 1004, Old Bridge, New Jersey 08857 (hereinafter called GRANTOR whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, Texas 77056 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by an agreement dated August 11, 1967 and recorded in the Middlesex County Clerk's Office, in Deed Book 2590 at Page 475, and an addendum dated July 16, 1968 and recorded in the Middlesex County Clerk's Office, in Deed Book 2632 at Page 892, as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreements") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing its pipeline and appurtenant facilities for the transportation of natural gas, under, upon, over, through and across those certain lands located in the Township of Old Bridge, Middlesex County, New Jersey, and described as follows:

Block 5000, Lots 4, 18, and 23 as described in deed dated January 19, 1970 and recorded in the Middlesex County Clerk's Office on August 18, 1971 in Deed Book 2742, Page 924 and in deed dated January 22, 1970 and recorded in the Middlesex County Clerk's Office on October 22, 1971 in Deed Book 2749, Page 1128.

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One additional pipeline, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. Should the Federal Energy Regulatory Commission fail to issue a Certificate of Public Convenience and Necessity for the Project for the additional pipeline, facilities or improvements authorized above within five (5) years from the date of this Agreement, this Agreement shall terminate. In such an event, Grantor specifically covenants and agrees that the Original Agreement, and the rights granted thereunder, shall remain in full force and effect.

In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, cathodic protection equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes. No above ground appurtenances (other than test posts, vents, or pipeline markers) shall be constructed within the permanent right of way and easement.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way", "Area of Right of Way", and "Area of Right of Way Within Existing Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the additional pipeline, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space Outside Existing Right of Way" and "Area of Temporary Work Space Within Existing Right of Way".

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of the additional pipeline, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or

any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreements are hereby ratified and confirmed in all respects.

It is agreed that the Original Agreements and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 19 day of July, 2018.

ATTEST / WITNESS:

LILLIAN M. ARMELY

DUANE T. CLIBURN

ESTATE OF JOHN J. BRUNETTI

By: _____

John J. Brunetti, Jr.
Co-personal Representative

ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Miami-Dade

On this, the 19th day of July, 2018, before me, a Notary Public of the State of Florida, the undersigned, John J. Brunetti, Jr, personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that s/he executed the same for the uses and purposes therein contained.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SYLVIA M. MARTINEZ
Notary Public - State of Florida
My Comm. Expires Jan 12, 2019
Commission # FF 159931

Sylvia M. Martinez
Notary Public

Sylvia M. Martinez
Printed Name

My Commission Expires: 1/12/19

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

EXHIBIT "B"

Exhibit "B" is attached hereto and made part of that certain Supplemental Right of Way Agreement between ESTATE OF JOHN J. BRUNETTI, the "Grantor", and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, "Grantee".

1. Any capitalized terms used herein but not defined shall have those meanings ascribed in the Supplemental Right of Way Agreement.

2. Grantee understands that Grantor may need to grade the property in the future for the purposes of development. Grantee with design the new pipeline such that the minimum installation depth is at or lower than that of the existing line throughout the length of Grantor's properties.

3. Grantee shall repair or reimburse Grantor for treasonable claims for physical damages suffered due to Grantee's exercise of rights permitted by the Supplemental Right of Way Agreement.

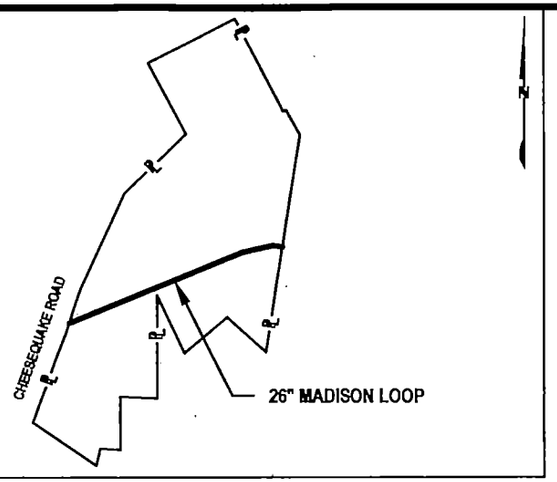
4. Grantee will fully restore any and all damages to Grantor's property after the completion of the proposed construction. This is required by applicable permit conditions and FERC regulations. Surface restoration activities would begin immediately after the completion of the pipeline installation. We will monitor the condition of restoration in subsequent growing seasons. Post-construction monitoring is required by permit conditions and FERC regulations. If at any time in the future additional restoration is required, Grantee will coordinate with Grantor in order to either complete the work and/or compensate Grantor for any reasonably related claims. Grantee will be available indefinitely following the completion of construction.

5. Grantee acknowledges that it will fully comply with the terms of any applicable permit requirements.

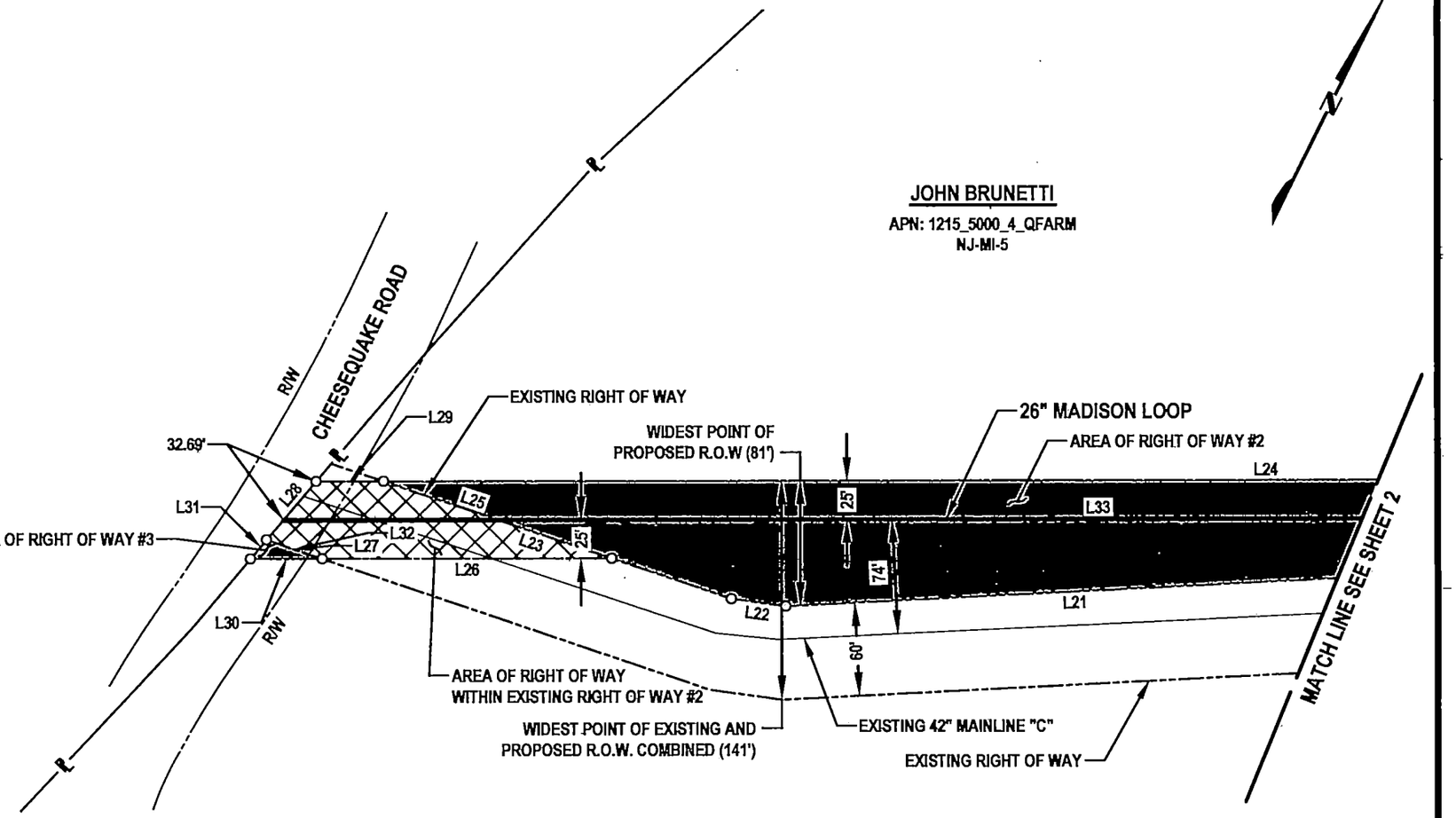
6. Nothing in this Supplemental Right of Way Agreement is intended to waive, forfeit or limit any rights of the Grantee in the Original Right of Way Agreement.

7. Grantee acknowledges that it shall not remove any excavated soil from Grantor's properties. All soil shall remain on Grantor's properties.

Book17261/Page1970 CFN#2018069965



SUBJECT TRACT
N.T.S.



NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY..... 1862.36 FEET
   AREA OF EXISTING RIGHT OF WAY..... 2.63 ACRES
   TOTAL AREAS OF RIGHT OF WAY..... 2.07 ACRES
   TOTAL AREAS OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY..... 0.38 ACRE
   PROPERTY LINE.....
   POINT OF INTERSECTION.....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY AND
AREA OF EXISTING RIGHT OF WAY
CROSSING THE PROPERTY OF
JOHN BRUNETTI
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

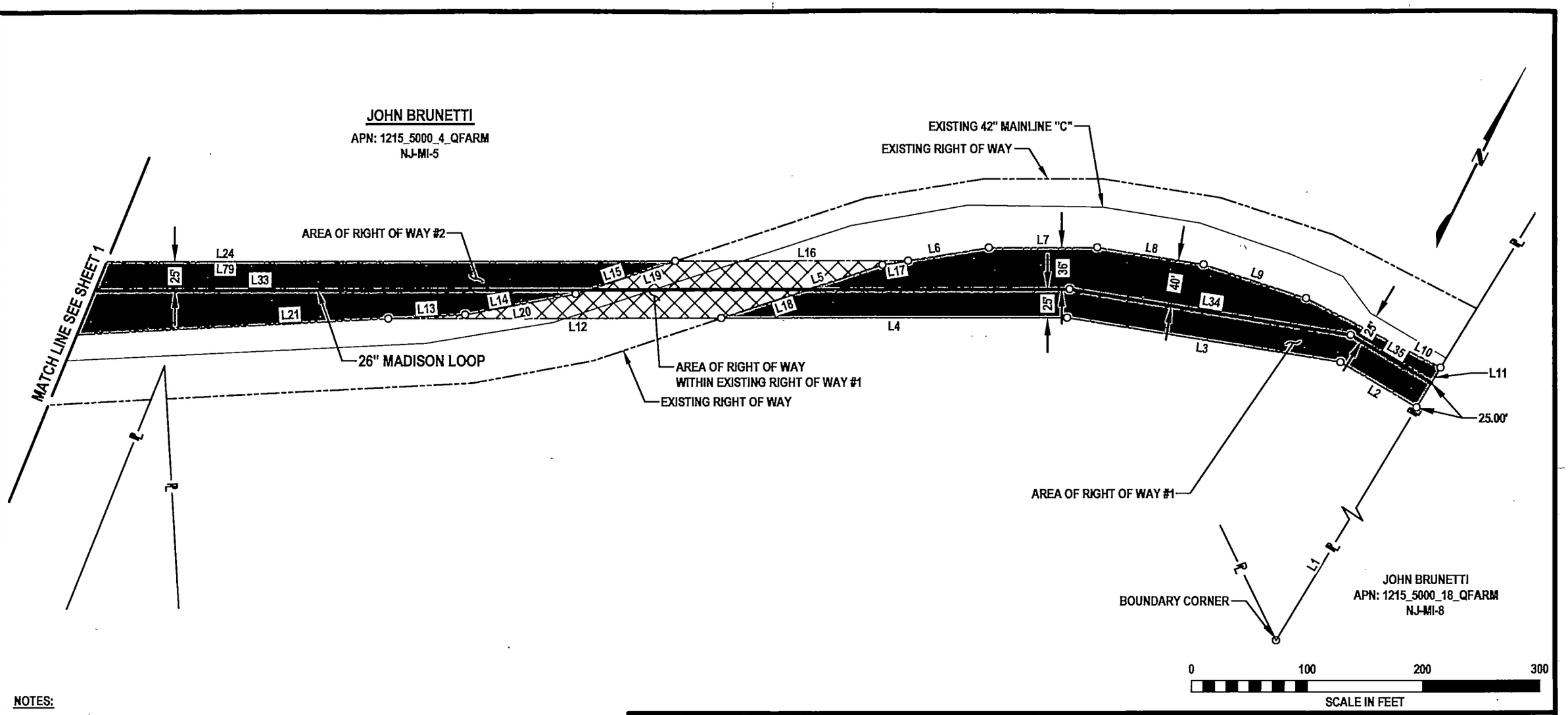
Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	07/02/18	STC	ISSUED FOR R.O.W.	1185727	W.	EL

DRAWN BY: STC	DATE: 07/02/18	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: W.	DATE: 07/02/18	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 07/02/18	DRAWING NUMBER: 24-1947-80-06A-D/NJ-MI-5_2	SHEET 1 OF 3
WO: 1185727	NJ-MI-5_2_BRUNETTI	K:\MAP\PIPELINE\LATEX\OP0607_NPL\ARDANA_PLAT\Dwg\24-1947-80-06A-D-NJ-MI-5_2.dwg	

Page 8 of 21

Book17261/Page1971 CFN#2018069965



NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY..... 1862.36 FEET
   AREA OF EXISTING RIGHT OF WAY..... 2.63 ACRES
   TOTAL AREAS OF RIGHT OF WAY..... 2.07 ACRES
   TOTAL AREAS OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY..... 0.38 ACRE
   PROPERTY LINE.....
   POINT OF INTERSECTION.....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY AND
AREA OF EXISTING RIGHT OF WAY
CROSSING THE PROPERTY OF
JOHN BRUNETTI
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	07/02/18	STC	ISSUED FOR R.O.W.	1185727	W.	EL

DRAWN BY: STC	DATE: 07/02/18	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: W.	DATE: 07/02/18	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 07/02/18	DRAWING NUMBER: 24-1947-80-06A-D/NJ-MI-5_2	SHEET 2 OF 3
WO: 1185727	NJ-MI-5_2_BRUNETTI	K:\MAPPING\NJ\ATL\LOOP\857_18LANDMA-PLAT\dwg\24-1947-80-06A-D-NJ-MI-5_2.dwg	

Page 9 of 21

Book17261/Page1972 CFN#201806965

CONNECTION COURSE

LINE #	BEARING	DISTANCE
L1	N 05° 09' 11" E	786.97'

AREA OF RIGHT OF WAY #1

LINE #	BEARING	DISTANCE
L2	N 84° 50' 28" W	76.95'
L3	S 73° 33' 21" W	239.29'
L4	S 64° 11' 04" W	299.26'
L5	N 45° 46' 56" E	146.98'
L6	N 54° 58' 56" E	93.34'
L7	N 64° 10' 56" E	93.55'
L8	N 73° 22' 56" E	93.32'
L9	N 82° 34' 55" E	93.35'
L10	S 88° 13' 04" E	131.25'
L11	S 05° 09' 11" W	40.49'

AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY #1

LINE #	BEARING	DISTANCE
L12	S 64° 11' 04" W	288.32'
L13	N 61° 19' 56" E	66.75'
L14	N 53° 32' 56" E	97.13'
L15	N 45° 46' 56" E	91.08'
L16	N 64° 11' 04" E	201.46'
L17	S 54° 58' 56" W	22.51'
L18	S 45° 46' 56" W	146.98'

AREA OF RIGHT OF WAY #2

LINE #	BEARING	DISTANCE
L19	S 45° 46' 56" W	91.08'
L20	S 53° 32' 56" W	97.13'
L21	S 61° 19' 56" W	691.02'
L22	S 72° 12' 56" W	35.24'
L23	S 83° 04' 56" W	235.09'
L24	N 64° 11' 04" E	1129.36'

AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY #2

LINE #	BEARING	DISTANCE
L25	N 83° 04' 56" E	154.38'
L26	S 64° 11' 04" W	185.25'
L27	S 83° 04' 56" W	37.70'
L28	N 14° 18' 08" E	49.42'
L29	N 64° 11' 05" E	43.02'

AREA OF RIGHT OF WAY #3

LINE #	BEARING	DISTANCE
L30	S 64° 11' 04" W	45.96'
L31	N 14° 18' 05" E	15.97'
L32	N 83° 04' 56" E	37.70'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L33	N 64° 11' 04" E	1534.54'
L34	N 73° 33' 21" E	246.11'
L35	S 84° 50' 28" E	81.71'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY..... 1862.36 FEET
   AREA OF EXISTING RIGHT OF WAY..... 2.63 ACRES
   TOTAL AREAS OF RIGHT OF WAY..... 2.07 ACRE
   TOTAL AREAS OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY..... 0.38 ACRE
   PROPERTY LINE.....
   POINT OF INTERSECTION.....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

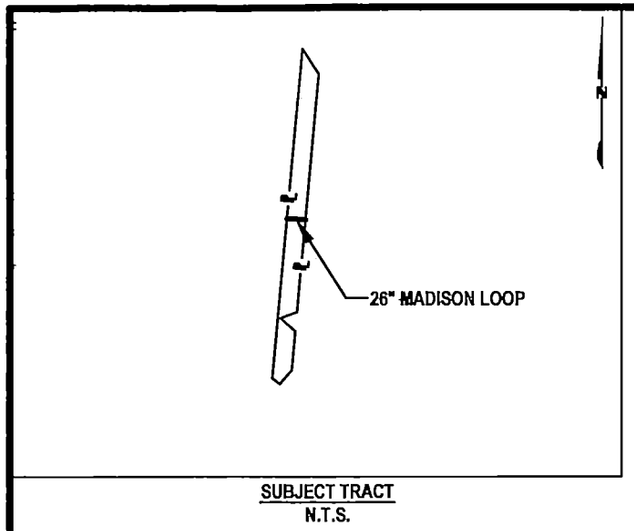
NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	07/02/18	STC	ISSUED FOR R.O.W.	1185727	W.	EL

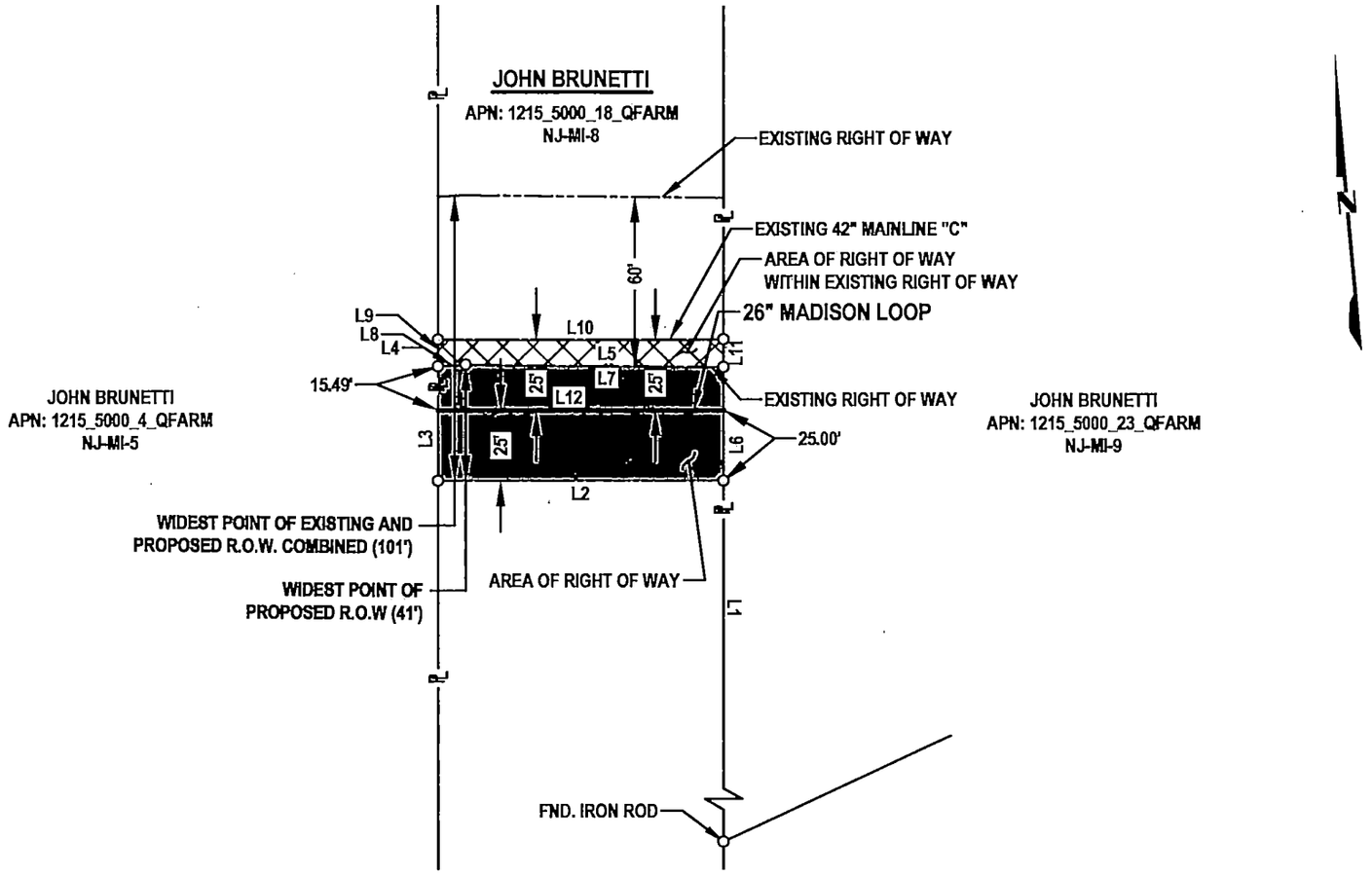
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY AND
AREA OF EXISTING RIGHT OF WAY
CROSSING THE PROPERTY OF
JOHN BRUNETTI
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 07/02/18	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: W.	DATE: 07/02/18	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 07/02/18	DRAWING NUMBER: 24-1947-80-06A-D/NJ-MI-5_2	SHEET 3 OF 3
WO: 1185727	NJ-MI-5_2_BRUNETTI		

Book17261/Page1973 CFN#2018069965





NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

0 60 120 180

SCALE IN FEET

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 100.00 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 0.14 ACRE
   AREA OF RIGHT OF WAY ..... 0.09 ACRE
   AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY ..... 0.02 ACRE
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	07/03/18	STC	ISSUED FOR R.O.W.	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF EXISTING RIGHT OF WAY
CROSSING THE PROPERTY OF
JOHN BRUNETTI
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 07/03/18	ISSUED FOR BID:	SCALE: 1" = 60'
CHECKED BY: W.	DATE: 07/03/18	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 07/03/18	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-8_2	SHEET 1 OF 2
WO: 1185727	NJ-MI-8_2_BRUNETTI	K:\MAPPING\MLAT\LOOP0057_18LAND\06A-PLAT\Dwg\24-1947-80-06A-D-NJ-MI-8_2.dwg	

Page 11 of 21

Book17261/Page1974 CFN#20180699965

CONNECTION COURSE

LINE #	BEARING	DISTANCE
L1	N 05° 09' 11" E	477.59'

AREA OF RIGHT OF WAY

LINE #	BEARING	DISTANCE
L2	N 84° 50' 28" W	100.00'
L3	N 05° 09' 11" E	40.49'
L4	S 88° 13' 04" E	9.72'
L5	S 84° 16' 04" E	90.30'
L6	S 05° 09' 11" W	40.15'

AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L7	N 84° 16' 04" W	90.30'
L8	N 88° 13' 04" W	9.72'
L9	N 05° 10' 07" E	9.51'
L10	S 84° 50' 28" E	100.00'
L11	S 05° 10' 05" W	9.85'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L12	S 84° 50' 28" E	100.00'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 100.00 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 0.14 ACRE
   AREA OF RIGHT OF WAY ..... 0.09 ACRE
   AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY ..... 0.02 ACRE
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	07/03/18	STC	ISSUED FOR R.O.W.	1185727	W.	EL

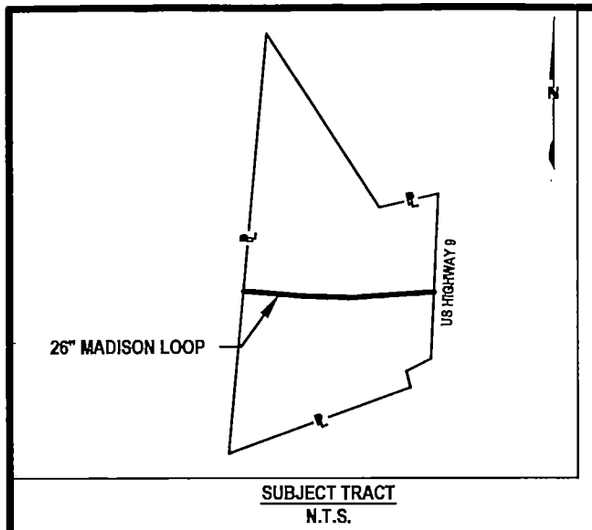
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF EXISTING RIGHT OF WAY
CROSSING THE PROPERTY OF
JOHN BRUNETTI
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

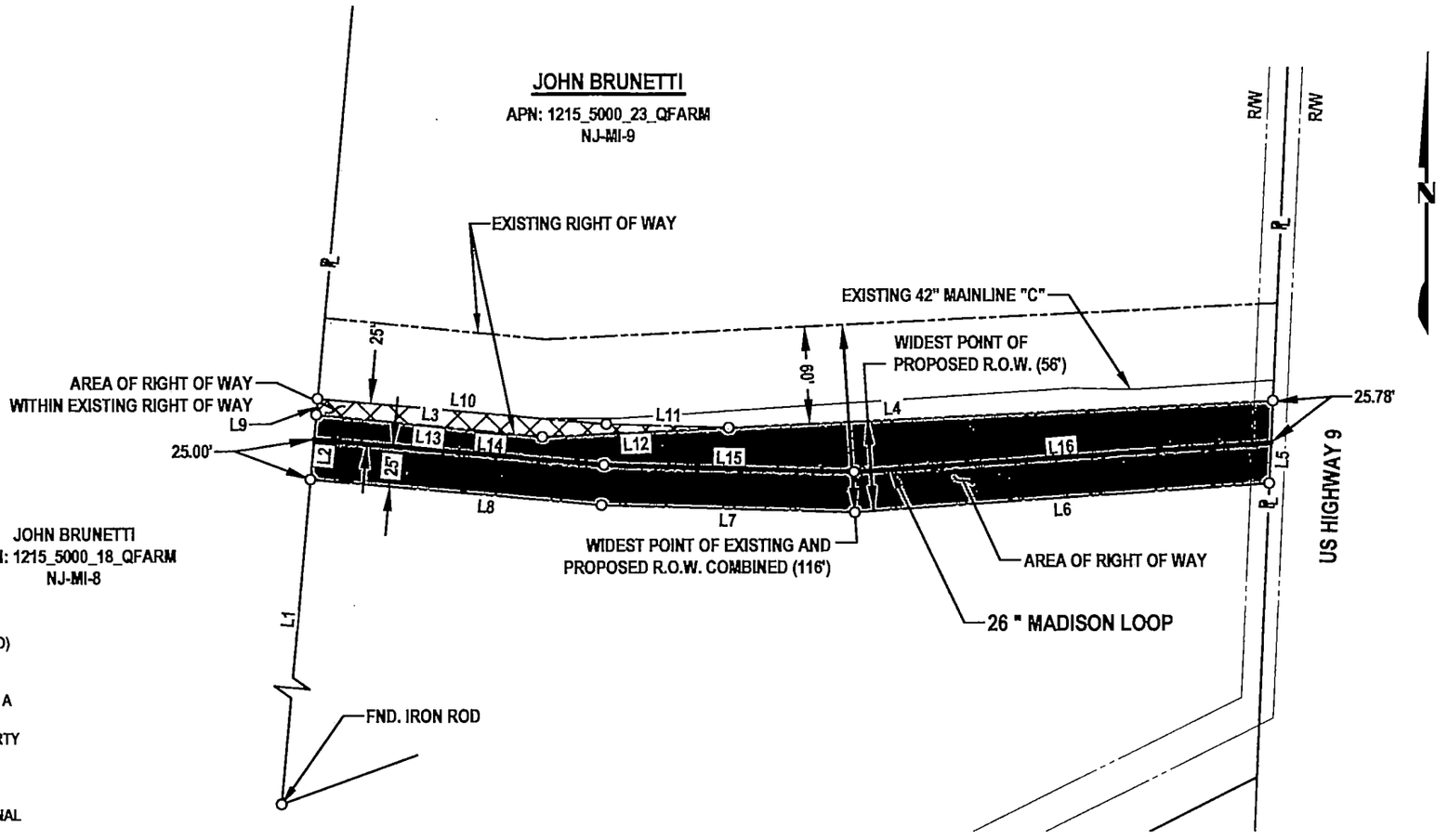
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CHECKED BY: W.	DATE: 07/03/18	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 07/03/18	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-8_2	SHEET 2 OF 2
WO: 1185727	NJ-MI-8_2_BRUNETTI	11-24mm 7302918 acad.carlson K:\MAPPING\MULTILOOP\2857_26LANDMA-PLATE\dwg\24-1947-80-06A-D-NJ-MI-8_2.dwg	

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SUBJECT TRACT
N.T.S.



0 100 200 300

SCALE IN FEET

NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. | | | |
|---|---|---|
| LENGTH OF SURVEY LINE FOR RIGHT OF WAY | 585.36 | FEET |
| AREA OF EXISTING RIGHT OF WAY | 0.80 | ACRE |
| AREA OF RIGHT OF WAY | 0.65 | ACRE |
| AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY | 0.05 | ACRE |
| PROPERTY LINE | | |
| POINT OF INTERSECTION | | |

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY AND
AREA OF EXISTING RIGHT OF WAY
CROSSING THE PROPERTY OF
JOHN BRUNETTI
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	07/02/18	STC	ISSUED FOR R.O.W.	1185727	W.	EL

DRAWN BY: STC	DATE: 07/02/18	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: W.	DATE: 07/02/18	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 07/02/18	DRAWING NUMBER: 24-1947-80-06A-D/NJ-MI-9_2	SHEET 1 OF 2
WO: 1185727	NJ-MI-9_2_ERRORETTI	7/02/18 scott.carlson K:\MAPPING\PLAT\LOOP057_1\BLANCO\06A-PLAT\Dwg\24-1947-80-06A-D-NJ-MI-9_2.dwg	

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Book17261/Page1976 CFN#201806965

CONNECTION COURSES

LINE #	BEARING	DISTANCE
L1	N 05° 09' 11" E	433.50'

AREA OF RIGHT OF WAY

LINE #	BEARING	DISTANCE
L2	N 05° 09' 11" E	40.15'
L3	S 84° 16' 04" E	138.65'
L4	N 87° 12' 56" E	446.29'
L5	S 02° 29' 44" W	50.94'
L6	S 86° 02' 01" W	253.54'
L7	N 88° 18' 22" W	154.60'
L8	N 84° 50' 28" W	178.36'

AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L9	N 05° 09' 11" E	9.85'
L10	S 84° 50' 28" E	176.86'
L11	S 88° 18' 22" E	74.84'
L12	S 87° 12' 56" W	114.01'
L13	N 84° 16' 04" W	138.65'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L14	S 84° 50' 28" E	177.61'
L15	S 88° 18' 22" E	152.61'
L16	N 86° 02' 01" E	255.14'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 585.36 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 0.80 ACRE
   AREA OF RIGHT OF WAY ..... 0.65 ACRE
   AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY ..... 0.05 ACRE
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY AND
AREA OF EXISTING RIGHT OF WAY
CROSSING THE PROPERTY OF
JOHN BRUNETTI
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	07/02/18	STC	ISSUED FOR R.O.W.	1185727	W.	EL

DRAWN BY: STC	DATE: 07/02/18	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: W.	DATE: 07/02/18	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 07/02/18	DRAWING NUMBER: 24-1947-80-06A-D/NJ-MI-9_2	SHEET 2 OF 2
WO: 1185727	NJ-MI-9_2_BRUNETTI	K:\BA\APPROVAL\PLAT\LOOP\857_(BLA)\06A-PLAT\Dwg\24-1947-80-06A-D-NJ-MI-9_2.dwg	

Page 14 of 21

Delegation Agreement

Estate of John J. Brunetti, Sr.

This Delegation Agreement is made as of the 11th day of July, 2018, by and between **John F. Inganamort, John J. Brunetti, Jr., Stephen P. Brunetti, Steven H. Gray and Andrew T. Lavin** (the "**Personal Representatives**"), as Personal Representatives of the **Estate of John J. Brunetti, Sr.** (the "**Estate**").

RECITALS

(A) Florida Statutes §733.615(1) provides that a joint personal representative may be delegated to act for the other personal representatives.

(B) Article Fourteenth (E) of the Last Will and Testament of John J. Brunetti, Sr. dated May 2, 2017 provides that "[a]ny individual in office as a personal representative may at any time, by instrument signed by such individual and delivered to the other person or persons then serving as personal representative with that individual, delegate, or revoke the prior delegation of, any one or more of such individual's fiduciary powers or authorities, whether or not discretionary, to any one or more of such other persons; provided, however, that the delegation of any power or authority shall be made only to a personal representative who, in the absence of such delegation, would be authorized to participate in the exercise of such power or authority.

Pursuant to Florida Statutes §733.615(1) to expedite the administration of the Estate, the personal representatives hereby desire to delegate to the following Personal Representatives: John J. Brunetti, Jr. or Stephen P. Brunetti ("**Delegated Personal Representatives**") the authority to take the following action: **to enter into a Supplemental Right of Way Agreement with Transcontinental Gas Pipe Line Company, LLC for the sum of $500,000.00 for the following property in the Township of Old Bridge: Block 5000, Lots 4, 18, and 23** (the "**Specified Action**").

(C) As a result of this delegation the Delegated Personal Representatives can act without the joinder or consent of the other personal representatives, and without the need to obtain a separate delegation as to each individual act with respect to the Specified Action.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, for themselves, their successors and assigns, hereby agree as follows:

1. **True Statements**

The aforesaid recitals and statements are true and correct in all material respects.

2. **Delegation by Personal Representatives**

John F. Inganamort, John J. Brunetti, Jr., Stephen P. Brunetti, Steven H. Gray and Andrew T. Lavin, as Personal Representatives, hereby delegate to the Delegated Personal Representatives in the Delegated Personal Representatives' capacity as a personal representative, the power and authority to sign documents concerning the administration of the Estate on behalf

of all of the Personal Representatives to take the Specified Action defined in paragraph B above. Any instrument signed by the Delegated Personal Representatives in their capacity as a personal representative under this Delegation Agreement shall be binding on all five personal representatives, their successors and assigns, as if it had been signed by all five personal representatives.

3. **Reliance by Third Parties; Indemnification and Release of Liability**

(a) Any third party may rely on a copy of this Agreement as the authority necessary to permit the Delegated Personal Representatives to exercise the Specified Action.

(b) The Personal Representatives hereby agree to indemnify (from assets of the Estate), release, and hold harmless all third parties who act in reliance upon any document signed by the Delegated Personal Representatives pursuant to the authority granted in this Agreement, from any loss suffered or liability incurred because of relying upon the authority granted pursuant to this Agreement.

4. **Benefits; Binding Effect**

. This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors, and assigns.

5. **Governing Law**

This Agreement shall be governed by and construed in accordance with the local laws of the State of Florida without reference to that state's rules regarding choice of law.

6. **Counterparts; Electronic Signatures**

This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement which may be evidenced by any one counterpart. Any counterpart may be executed by facsimile or any image transmitted by electronic mail (such as a portable document format (PDF) file) which shall be treated the same as a manually signed original. This agreement may be executed in multiple originals, each such original having equal force and effect. ***Counterpart signature pages follow.***

DELEGATION AGREEMENT

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned party as of the date first above written.

WITNESSES:

Print name: JOHN INGANAMORT

Print name: John Inganamort

John F. Inganamort, co-personal representative of the Estate of John J. Brunetti, Sr.

DELEGATION AGREEMENT

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned party as of the date first above written.

WITNESSES:

Print name: LILIAN M. ARMELY

Print name: Sylvia P. Martinez

John J. Brunetti, Jr., co-personal representative of the Estate of John J. Brunetti, Sr.

DELEGATION AGREEMENT

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned party as of the date first above written.

WITNESSES:

Print name: Sylvia M. Martinez

Print name: Mayra Rafuls

Stephen P. Brunetti, co-personal representative of the Estate of John J. Brunetti, Sr.

DELEGATION AGREEMENT

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned party as of the date first above written.

WITNESSES:

Beverly J. Hernandez
Print name: Beverly J. Hernandez

Amanda Dunnam
Print name: Amanda Dunnam

Steven H. Gray, co-personal representative of the Estate of John J. Brunetti, Sr.

DELEGATION AGREEMENT

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned party as of the date first above written.

WITNESSES:

Kristine Albamonte
Print name: Kristine Albamonte

Print name: Scott Enz

Andrew T. Davin, co-PR

Andrew T. Davin, co-personal representative of the Estate of John J. Brunetti, Sr.

[redacted]

MIDDLESEX COUNTY CLERK

Return To:

WATSON, STEVENS & RUTTER
POB 1185
N B,NJ,08903

Index DEED BOOK

Book 05803 Page 0724

No. Pages 0007

Instrument DEED W/O ABSTRA

Date : 4/05/2007

Time : 11:10:00

Control # 200704050445

INST# DE 2007 005083

Employee ID MALTBS

PARKWOOD GARDENS ASSOCIATES/MA
DISON

RECORDING	$	50.00
DARM	$	18.00
NJPRPA	$	12.00
- - - - -	$	.00
- - - - -	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	80.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK

200704050445

COUNTY OF MIDDLESEX

Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

DO NOT REMOVE THIS PAGE. TO ACCESS THE IMAGE OF THE DOCUMENT RECORDED HEREUNDER BY BOOK AND PAGE NUMBER, USE THE BOOK AND PAGE NUMBER ABOVE.

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#5

TGPL 02/06

Prepared by: James Goudreau

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK
2007 APR -5 AM 11: 12
BOOK #
PAGE#
OF PAGES

Line #: 11-107
R/W #: LB6-14C
Tract #: R-18.0
Tax #: Block 4185, Lot 10
Municipality: Old Bridge
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

This Supplemental Agreement, made the 20th Day of February, 2007 by and between (**PARKWOOD GARDENS ASSOCIATES/MADISON**, a partnership, having an office address at 820 Morris Turnpike, Suite 301, Short Hills, NJ 07078, hereinafter called **GRANTOR**, whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE CORPORATION**, a Delaware corporation having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 its successors and assigns, (hereinafter called **GRANTEE**),

WHEREAS, by an agreement dated April 15, 1968 and recorded in the Middlesex County Clerk's office, in Deed Book 2616, Page 1141 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the Original Agreement) the Grantor or Grantor's predecessor in title did grant, bargain, sell and convey unto the Grantee, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing and removing its pipelines and appurtenant facilities under, upon, over, through and across those certain lands located in the Township of **Old Bridge**, **Middlesex** County, **New Jersey**, and described as follows:

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in the consideration of the sum of Seventy Thousand and 00/100 Dollars ($70,000.00) cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the above mentioned Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline(s) is/are constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this agreement and shall be located within the permanent right of way and easement hereinafter described.

2. The permanent right of way and easement shall be a strip of land identified as existing right of way and proposed right of way, all as shown on a drawing marked Exhibit "A" attached hereto and made a part hereof.

3. The permanent right of way and easement to be abandoned is identified as area of R.O.W. to be abandoned on a drawing marked Exhibit "A" attached hereto and made a part hereof.

4. During the course of construction of the first of the additional pipelines, facilities or improvements authorized above Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way

RECORD AND RETURN TO:
Michael K. Rutter, Esq.
Watson, Stevens & Rutter, LLP
P.O. Box 1185
New Brunswick, NJ 08903

B05803P0725

described above, such strip (or strips) of land being identified on the attached Exhibit "A" as "Temporary Work Space."

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress and egress over and across said lands of the Grantor to and from said right of way and easement and the right, from time to time as it may find convenient, to cut and remove all trees, undergrowth and other obstructions from the permanent right of way.

The Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Except for such structures, parking lots, roadways, curbing and sidewalks that currently exist as of the date hereof, Grantor will not build any structures on said permanent right of way or any part thereof, will not change the grade of said permanent right of way, or any part thereof, will not plant trees or shrubs on said permanent right of way or any part thereof, will not pave longitudinally along and upon said permanent right of way or any part thereof, or use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing and Grantor will not permit others to do any of said acts without Grantee's approval in writing.

(c) To the extent that there are improvements in the permanent right of way, as of the date hereof, including, without limitation, roadways, sidewalks, curbing, structures and parking lots ("Existing Improvements"), upon completion of the 2007 Construction, as defined below, the Grantor shall be allowed to maintain, repair and/or replace said Existing Improvements, unless the Existing Improvements are damaged by the Grantee and to such extent the Grantee shall be responsible for all repairs and replacements.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that Fifty Six Thousand and 00/100 Dollars ($56,000.00) of the consideration above recited is payment in full for any loss of convenience or costs not subject to reimbursement by Grantee as provided in Grantee's covenant paragraph (a) below, caused or to be caused by the construction of the first additional pipe line, facilities or improvements hereunder, exclusive of any claim for damages Grantee is otherwise obligated to pay pursuant to this Supplemental Right of Way Agreement and (unrecorded) Construction Stipulation Agreement executed contemporaneously herewith.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Other than any reduction in the value of Grantor's property caused, either at the time of the original construction of Grantee's pipeline or at this time by the replacement of Grantee's pipeline, by the imposition of Grantee's permanent easement and temporary work space, for which consideration has previously been paid and is being paid at the time of the signing of this agreement, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for consequential damages arising from lost rents.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, including all reasonable attorneys' fees.

(c) Grantee hereby releases, relinquishes and abandons any rights and privileges it may have by virtue of the Original Agreement in and to lands of Grantor situated outside and adjacent to the permanent right of way and easement hereinbefore described.

(d) The Grantee hereby agrees that, in doing its 2007 Construction to upgrade and replace its existing pipeline on the Permanent Right of Way ("2007 Construction"), it shall repair and replace all Existing Improvements and shall not alter or amend the layout of the Existing Improvements. Subsequent to the 2007 Construction, to the extent that Grantee damages the Existing Improvements, it shall repair and replace them in a timely and workmanlike manner.

(e) The Grantee hereby acknowledges and agrees that none of the Existing Improvements shall constitute an encroachment on the permanent right of way (as amended by this Supplemental Right of Way Agreement), including, without limitation, Building 20.

Except as herein modified and amended, the Original Agreement first above referred to is hereby ratified and confirmed in all respects.

Except for a certain (unrecorded) Construction Stipulation Agreement executed contemporaneously herewith, it is agreed that the aforesaid Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN TESTIMONY WHEREOF, the Grantor(s) has/have hereunto set his/their hand(s) and seal(s) this 20th day of February 2007.

ATTEST/WITNESS

MARK A. REINHERS
ATTORNEY AT LAW
STATE OF NEW JERSEY

PARKWOOD GARDENS ASSOCIATES/MADISON, a partnership

BY: _____ (SEAL)
Leonard A. Wilf, Partner

ATTEST/WITNESS

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

BY: _____ (SEAL)

David A. Glenn
Assistant Secretary

LENORE C. KOMATAR
MANAGER, LAND & ROW

X _____ (SEAL)

STATE OF NEW JERSEY,

COUNTY OF ESSEX } SS:

BE IT REMEMBERED, that on this 20th day of February, 2007, before me a Notary Public of the State of New Jersey, personally appeared Leonard A. Wilf, and stated to my satisfaction that these persons were the makers of the attached Instrument; were fully authorized to and did execute this Instrument as **partners** of the **PARKWOOD GARDENS ASSOCIATES/MADISON**, a partnership, the entity named in this Instrument; and executed this Instrument as the act of the entity named in this Instrument. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed as such consideration is defined in NJSA 46:15-5 (c), is **$70,000.00.**

.

SWORN AND SUBSCRIBED TO
THIS 20th DAY OF
FEBRUARY, 2007.

MARK A. ROTHBERG
ATTORNEY AT LAW
STATE OF NEW JERSEY

STATE OF TEXAS

COUNTY OF HARRIS

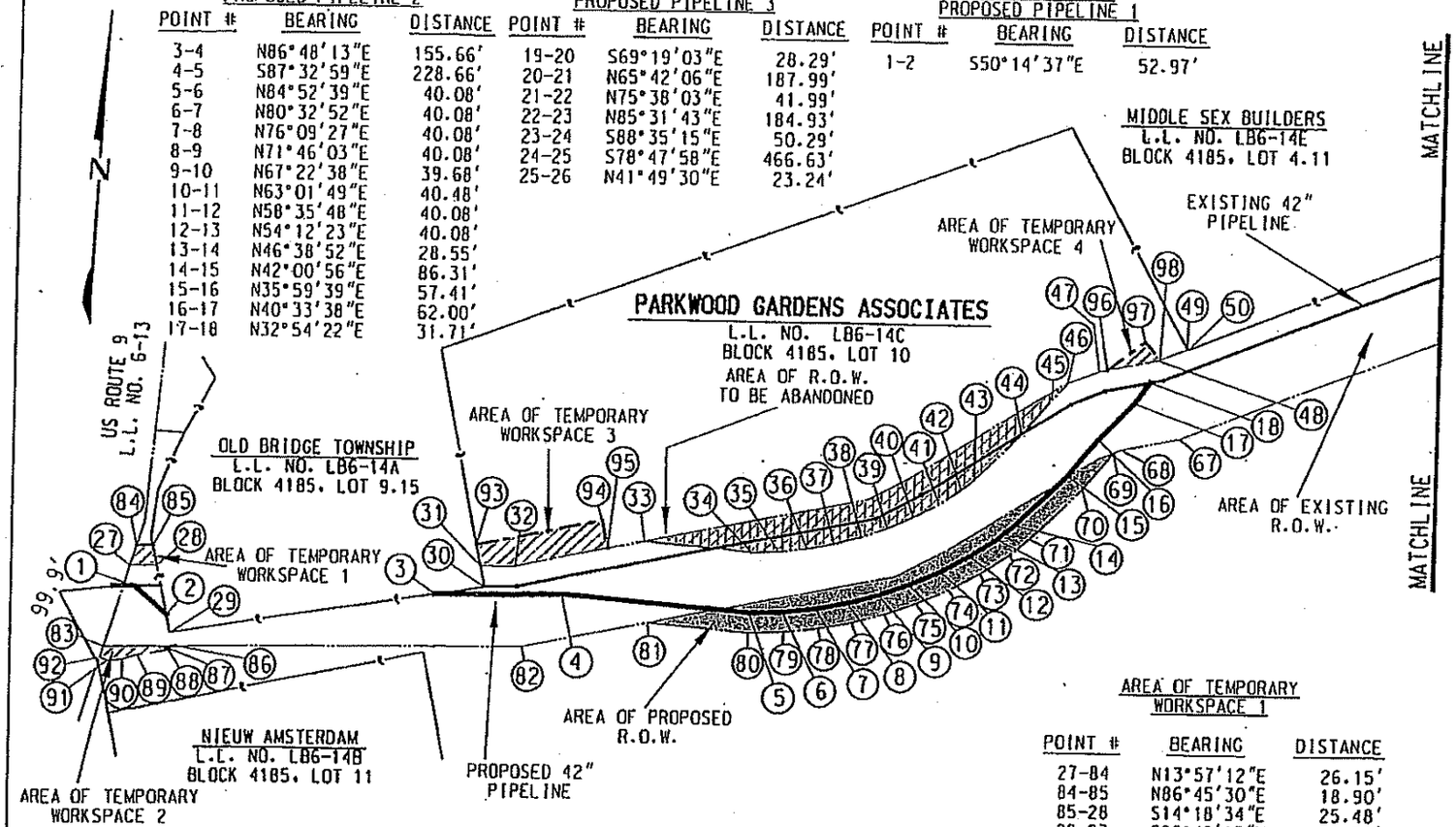
I HEREBY CERTIFY that on this the 13th day of February, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Lenore C. Komatar, known to me to be the Manager of Land and Right of Way of Transcontinental Gas Pipe Line Corporation, and that being authorized to do so, executed the foregoing Instrument for the purposes stated therein, and as a voluntary act and deed of Transcontinental Gas Pipe Line Corporation.

IN WITNESS WHEREOF, I have set my hand and official seal.

Carol K. Peabody
Notary Public

My commission Expires: 4/26/2010.

Carol K Peabody
Notary Public, State of Texas
My Commission Expires:
April 26, 2010



SURVEY LINE FOR PROPOSED PIPELINE 2

POINT #	BEARING	DISTANCE
3-4	N86°48'13"E	155.66'
4-5	S87°32'59"E	228.66'
5-6	N84°52'39"E	40.08'
6-7	N80°32'52"E	40.08'
7-8	N76°09'27"E	40.08'
8-9	N71°46'03"E	40.08'
9-10	N67°22'38"E	39.68'
10-11	N63°01'49"E	40.48'
11-12	N58°35'48"E	40.08'
12-13	N54°12'23"E	40.08'
13-14	N46°38'52"E	28.55'
14-15	N42°00'56"E	86.31'
15-16	N35°59'39"E	57.41'
16-17	N40°33'38"E	62.00'
17-18	N32°54'22"E	31.71'

SURVEY LINE FOR PROPOSED PIPELINE 3

POINT #	BEARING	DISTANCE
19-20	S69°19'03"E	28.29'
20-21	N65°42'06"E	187.99'
21-22	N75°38'03"E	41.99'
22-23	N85°31'43"E	184.93'
23-24	S88°35'15"E	50.29'
24-25	S78°47'58"E	466.63'
25-26	N41°49'30"E	23.24'

SURVEY LINE FOR PROPOSED PIPELINE 1

POINT #	BEARING	DISTANCE
1-2	S50°14'37"E	52.97'

AREA OF PROPOSED RIGHT OF WAY

POINT #	BEARING	DISTANCE
27-28	N86°48'13"E	31.52'
28-29	S14°18'34"E	84.76'
29-30	N78°23'15"E	391.44'
30-31	N14°18'34"W	26.37'
31-32	N86°48'13"E	41.49'
32-33	N75°40'28"E	158.80'
33-34	S87°32'59"E	132.39'
34-35	N84°52'39"E	32.28'
35-36	N80°32'52"E	34.37'
36-37	N76°09'27"E	34.33'
37-38	N71°46'03"E	34.33'
38-39	N67°22'38"E	33.96'
39-40	N63°01'49"E	34.73'
40-41	N58°35'48"E	34.30'
41-42	N54°12'23"E	32.25'
42-43	N46°38'52"E	20.56'
43-44	N42°00'56"E	79.33'
44-45	N35°59'39"E	56.45'
45-46	N40°33'38"E	26.39'
46-47	N65°00'26"E	41.01'
47-48	N75°53'01"E	72.86'
48-49	N65°42'06"E	37.96'
49-50	S31°30'31"E	0.91'
50-51	N65°34'59"E	612.53'
51-52	N75°38'03"E	51.92'
52-53	N85°31'43"E	191.14'
53-54	S88°35'15"E	56.45'
54-55	S78°47'58"E	468.36'
55-56	N42°17'38"E	563.42'

AREA OF PROPOSED RIGHT OF WAY

POINT #	BEARING	DISTANCE
56-57	S31°14'31"E	102.21'
57-58	S42°09'07"W	591.24'
58-59	N78°47'58"W	515.66'
59-60	N88°35'15"W	42.75'
60-61	S85°31'43"W	200.51'
61-62	N50°32'31"W	29.72'
62-63	S69°28'29"W	130.53'
63-64	S77°42'29"W	104.20'
64-65	S26°34'29"W	62.80'
65-66	S52°30'31"E	22.18'
66-67	S65°42'06"W	379.54'
67-68	S75°53'01"W	72.25'
68-69	S63°19'45"W	10.51'
69-70	S35°59'39"W	57.72'
70-71	S42°00'56"W	88.63'
71-72	S46°38'52"W	31.21'
72-73	S54°12'23"W	42.69'
73-74	S58°35'48"W	42.01'
74-75	S63°01'49"W	42.40'
75-76	S67°22'38"W	41.59'
76-77	S71°46'03"W	42.00'
77-78	S76°09'27"W	42.00'
78-79	S80°32'52"W	41.98'
79-80	S84°52'39"W	42.68'
80-81	N87°32'59"W	124.27'
81-82	S75°40'28"W	153.80'
82-83	S86°48'13"W	512.09'
83-27	N13°57'12"E	104.65'

AREA OF TEMPORARY WORKSPACE 1

POINT #	BEARING	DISTANCE
27-84	N13°57'12"E	26.15'
84-85	N86°45'30"E	18.90'
85-28	S14°18'34"E	25.48'
28-27	S86°48'13"W	31.52'

AREA OF TEMPORARY WORKSPACE 2

POINT #	BEARING	DISTANCE
82-86	N86°48'13"E	84.96'
86-87	S80°08'30"W	11.46'
87-88	S50°14'37"E	5.49'
88-89	S78°17'01"W	38.19'
89-90	S69°29'25"W	17.87'
90-91	S83°08'59"W	17.87'
91-92	N72°03'03"W	9.80'
92-82	N13°57'12"E	14.29'

AREA OF TEMPORARY WORKSPACE 3

POINT #	BEARING	DISTANCE
31-93	N14°18'34"W	26.99'
93-94	N75°40'28"E	154.16'
94-95	S14°19'32"E	35.00'
95-32	S75°40'28"W	113.46'
32-31	S86°48'13"W	41.49'

0 200 400 600
SCALE IN FEET

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD 83.
2. TOTAL LENGTH OF SURVEY LINE FOR PROPOSED R.O.W. . . . 2007.27'
   AREA OF EXISTING R.O.W. . . . . 6.862 ACRES
   AREA OF PROPOSED R.O.W. . . . . 0.490 ACRES
   AREA OF R.O.W. TO BE ABANDONED . . . . . 0.427 ACRES
   AREA OF TEMPORARY WORK SPACE . . . . . 1.322 ACRES
3. TAX MAP 4.21

THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY WILLIAMS/TRANSCONTINENTAL GAS PIPELINE CORPORATION FOR THE SOLE PURPOSE OF CREATING A RIGHT-OF-WAY ACQUISITION AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE.

10/13/06
N.J. LICENSE LAND SURVEYOR NO. 34841 DATE:
MICHAEL F. BURNS

5803-729

DRAWING NO.	REFERENCE TITLE

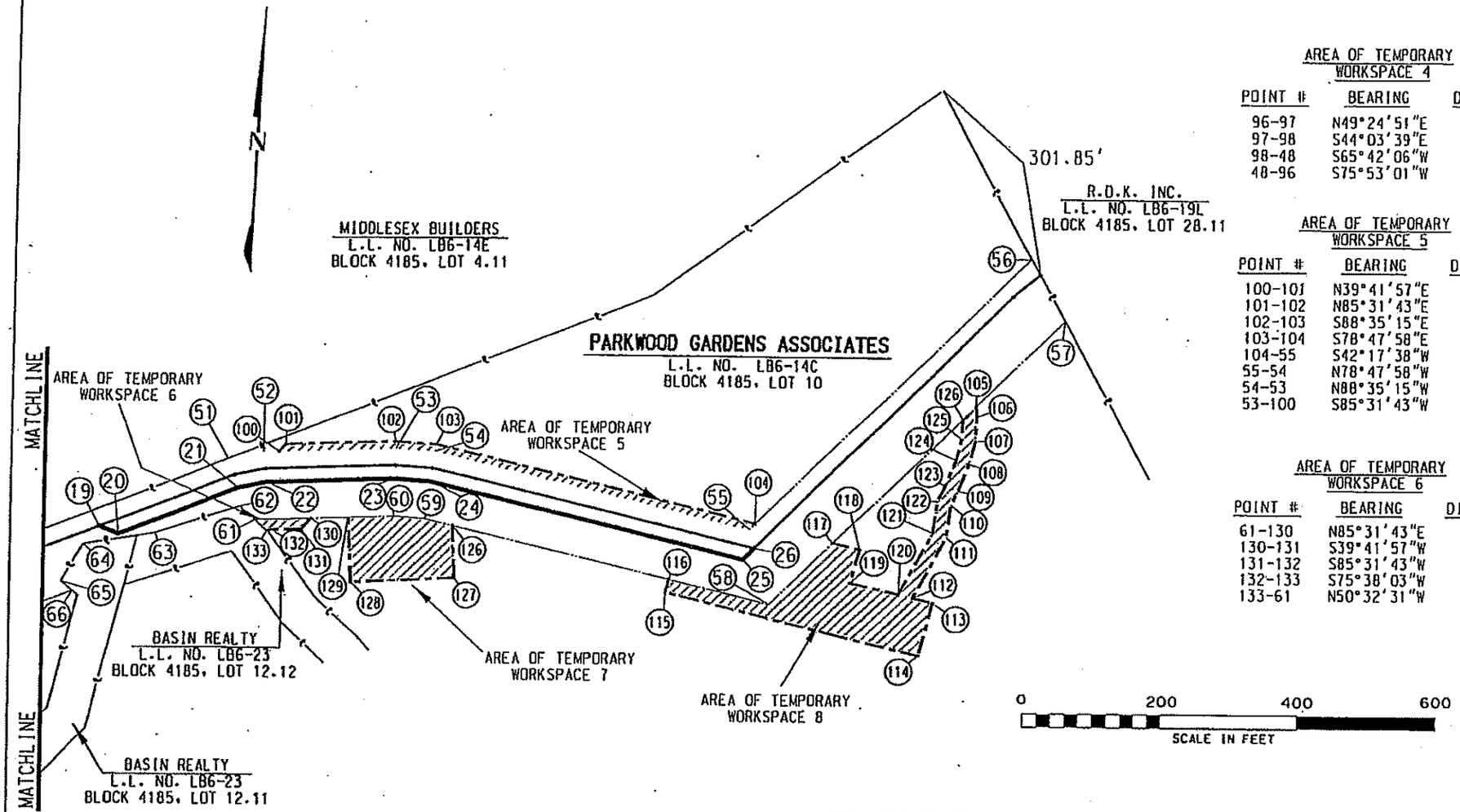
NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
PROPOSED RIGHT-OF-WAY
CROSSING PROPERTY OF
PARKWOOD GARDENS ASSOCIATES
OLD BRIDGE TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Williams GAS PIPELINE

DRAWN BY: CVT	DATE: 10/13/06	ISSUED FOR BID:	SCALE: 1"=200'
CHECKED BY:	DATE:	ISSUED FOR CONSTRUCTION:	
APPROVED BY:	DATE:	DRAWING NUMBER: 24-06-80/14724-B	SHEET 1

B05803P07299



AREA OF TEMPORARY WORKSPACE 4

POINT #	BEARING	DISTANCE
96-97	N49°24'51"E	57.17'
97-98	S44°03'39"E	28.89'
98-48	S65°42'06"W	2.51'
48-96	S75°53'01"W	63.13'

AREA OF TEMPORARY WORKSPACE 5

POINT #	BEARING	DISTANCE
100-101	N39°41'57"E	13.94'
101-102	N85°31'43"E	159.07'
102-103	S88°35'15"E	57.82'
103-104	S78°47'58"E	475.25'
104-55	S42°17'38"W	11.68'
55-54	N78°47'58"W	468.36'
54-53	N88°35'15"W	56.45'
53-100	S85°31'43"W	168.27'

AREA OF TEMPORARY WORKSPACE 6

POINT #	BEARING	DISTANCE
61-130	N85°31'43"E	81.34'
130-131	S39°41'57"W	20.91'
131-132	S85°31'43"W	42.30'
132-133	S75°38'03"W	7.64'
133-61	N50°32'31"W	23.51'

AREA OF TEMPORARY WORKSPACE 7

POINT #	BEARING	DISTANCE
126-127	S05°18'03"E	76.88'
127-128	S84°41'57"W	150.00'
128-129	N05°18'03"W	95.00'
129-60	N85°31'43"E	66.50'
60-59	S88°35'15"E	42.75'
59-126	S78°47'58"E	42.82'

AREA OF TEMPORARY WORKSPACE 8

POINT #	BEARING	DISTANCE
105-106	S06°50'57"E	18.16'
106-107	S00°00'00"E	35.20'
107-108	S11°38'01"W	35.22'
108-109	S18°43'07"W	42.26'
109-110	S23°48'21"W	22.72'
110-111	S04°38'08"W	47.98'
111-112	S24°52'32"W	101.67'
112-113	S78°47'16"E	29.33'
113-114	S11°12'44"W	80.00'
114-115	N78°47'16"W	375.01'
115-116	N11°12'44"E	20.07'
116-58	S78°47'58"E	150.95'
58-117	N41°49'30"E	128.71'
117-118	S79°10'38"E	39.60'
118-119	S11°41'07"W	51.13'
119-120	S78°47'16"E	69.43'
120-121	N24°52'32"E	102.96'
121-122	N04°38'08"E	47.79'
122-123	N23°48'21"E	25.21'
123-124	N18°43'07"E	40.14'
124-125	N11°38'01"E	31.95'
125-126	N00°00'00"W	31.97'
126-105	N42°51'19"E	26.22'

BO 80 P0730

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
PROPOSED RIGHT-OF-WAY
CROSSING PROPERTY OF
PARKWOOD GARDENS ASSOCIATES
OLD BRIDGE TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Williams GAS PIPELINE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.

DRAWN BY: CVT	DATE: 11-9-05	ISSUED FOR BID:	SCALE: 1"=200'
CHECKED BY:	DATE:	ISSUED FOR CONSTRUCTION:	
APPROVED BY:	DATE:	DRAWING NUMBER: 24-06-80/14724-B	SHEET 2 OF 2
PIN:	UNIV. ID:	3:57:50 PM 11/21/2006	

5803-730

#5

LINE # 11-107
R/W 6-14

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned, Transcontinental Production Company, a Delaware Corporation, hereinafter called Grantor for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey with general warranty unto Transcontinental Gas Pipe Line Corporation, a Delaware Corporation, its successors and assigns (hereinafter called Grantee) a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing from time to time one or more pipe lines, together with valves, tie-overs and other appurtenant facilities, for the transportation of gas, oil, petroleum and petroleum products, upon, under or across the lands of the Grantor, in the Township of Madison, Middlesex County, New Jersey, described as follows:

That tract of land conveyed to Grantor by Wicktor, Inc. and Candlewick, Inc. trading as Candlewick Associates by deed dated November 21, 1966 and recorded in the office of the Clerk of Middlesex County in Book 2563, page 1007. The right of way and easement herein conveyed is fully set forth as shown on Drawing number NJC 90, which is annexed hereto and made a part hereof.

together with such other rights as may be necessary or convenient for the full enjoyment or use of the rights herein granted, which such rights shall include, among others:

(a) the right to enter upon the right of way and easement herein granted and to pass along the said strip with equipment, material and men, at such times as Grantee may elect,

(b) the right from time to time to keep said right of way free from trees, undergrowth and all other obstructions that may endanger or interfere with the construction, operation and maintenance of Grantee's pipe lines,

(c) the right to assign this grant in whole or in part.

Grantor specifically covenants and agrees:

(a) Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said permanent right of way or any part thereof, or use the said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without such approval.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until the first pipe line is constructed and so long thereafter as a pipe line is maintained thereon.

Grantee, by its acceptance of this grant, acknowledges that the right of way and easement hereby granted and any pipe lines and other facilities or improvements heretofore or hereafter erected or installed on or in such right of way and easement are subject to the lien of the Mortgage and Deed of Trust, dated May 15, 1949, from Transcontinental Gas Pipe Line Corporation to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, and all Supplmental Indentures thereto, heretofore recorded in the County aforesaid.

It is agreed that this grant covers all the agreements between the parties and no verbal representations or statements have been made, modifying, adding to, or changing the terms of this agreement.

Rec'd 4-17-67

IN WITNESS WHEREOF, the Grantor, has signed and sealed this agreement this 15th day of April, 1968.

ATTEST:

Secretary

TRANSCONTINENTAL PRODUCTION COMPANY

By
Vice President

STATE OF TEXAS

COUNTY OF HARRIS

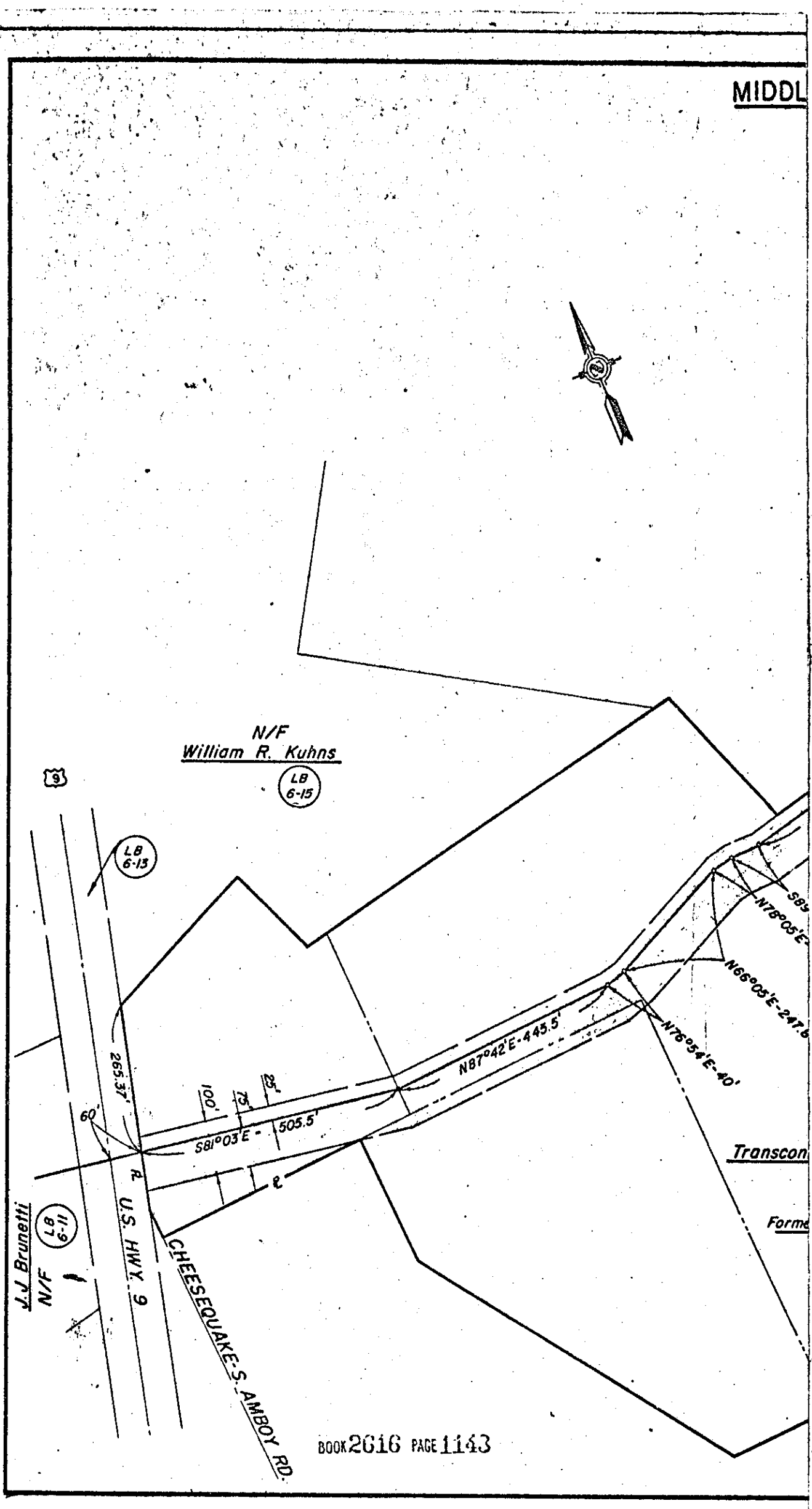
BE IT REMEMBERED, that on this 15 day of April in the year of our Lord One Thousand Nine Hundred and Sixty-Eight before me, the subscriber, a Notary Public in and for Harris County, Texas, personally appeared Tom H. Wheat who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of Transcontinental Production Company, the Grantor in the within Instrument; that Dan Williamson is the Vice President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Vice President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me,
a Notary Public at
Houston, Texas the date aforesaid

Tom H. Wheat
Secretary

ANDRE P. WALKER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

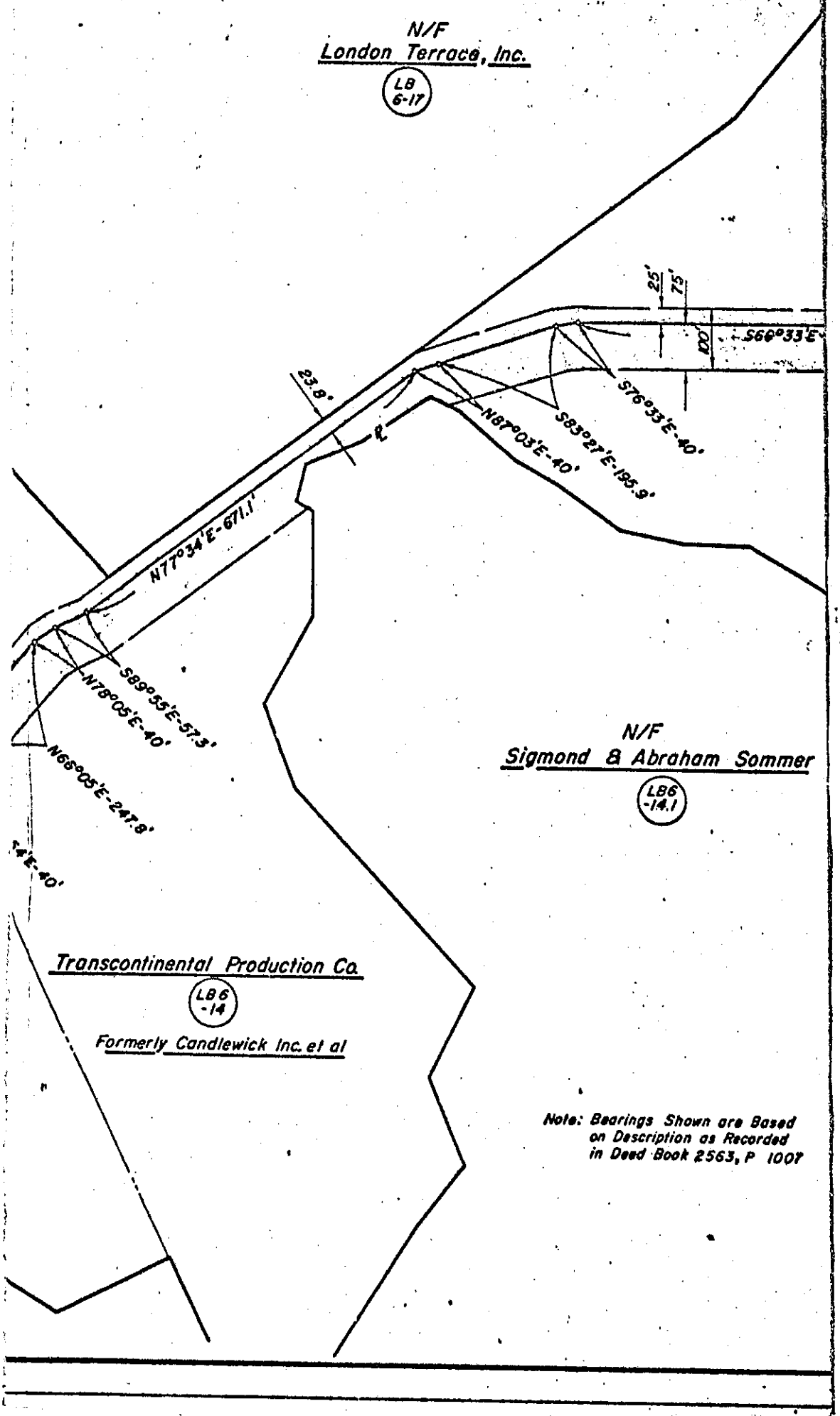
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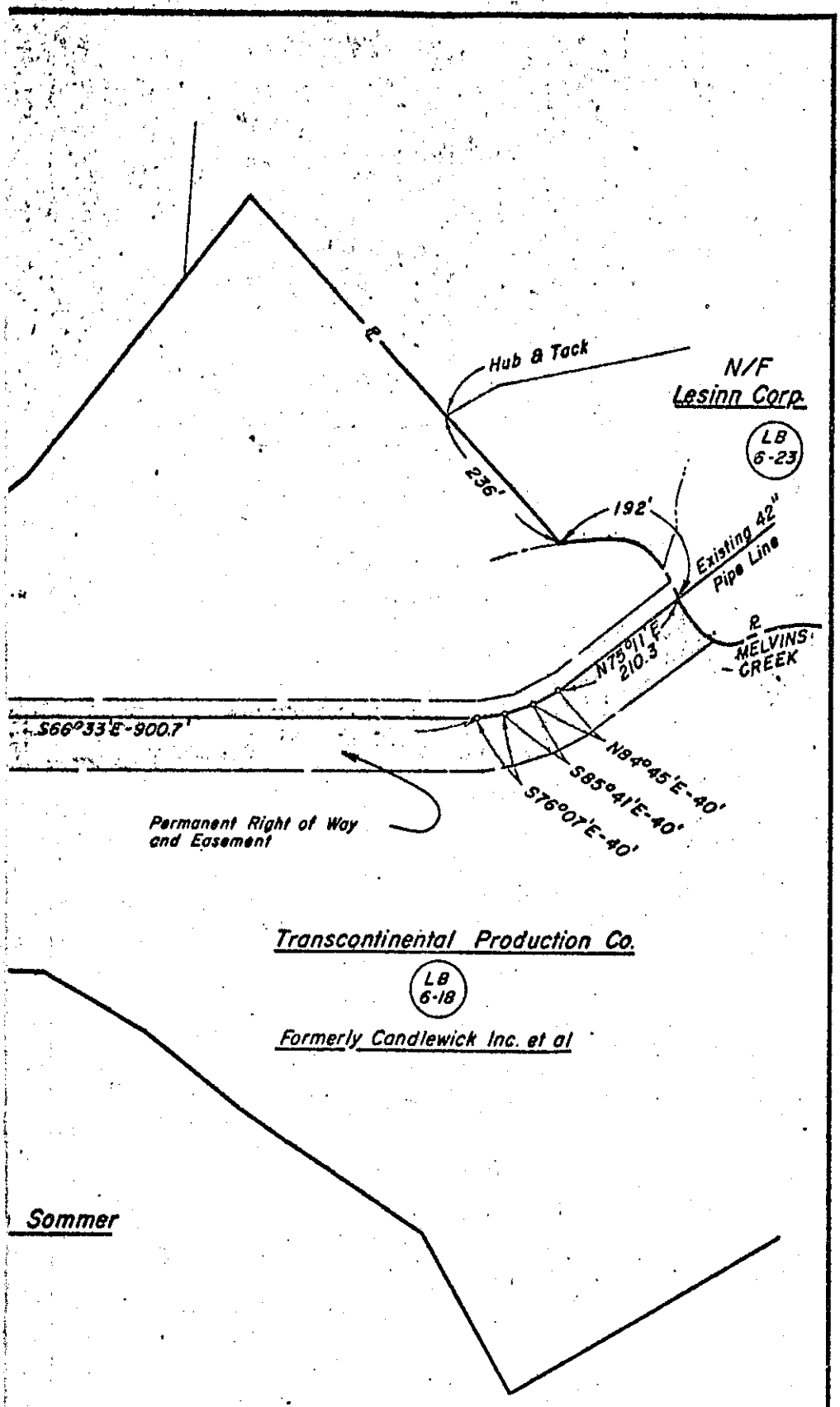

N/F
William R. Kuhns
LB 6-15
LB 6-13
9
N78°05'E-
N66°05'E-247.6
N76°54'E-40'
N87°42'E-445.5'
265.37'
100'
75'
25'
60'
S81°03'E - 505.5'
℄
U.S. HWY. 9
CHEESEQUAKE-S. AMBOY RD.
J.J. Brunetti
N/F
LB 6-11
Transcon
Forme

MIDDLESEX COUNTY, NEW JERSEY

TOWNSHIP OF MADISON

BOOK 2616 PAGE 1144





Alignment Sheet NJ-203
Field Book 12-11-05, Pg. 19 Thru 24
REFERENCE DRAWINGS DWG. NO.

are Based
Recorded
53, P 1007

BY
REVISION
DATE

TRANSCONTINENTAL GAS PIPE LINE CORP.
ENGINEERING DEPARTMENT HOUSTON, TEXAS

AS BUILT LOCATION OF RIGHT OF WAY
CROSSING PROPERTY OF
TRANSCONTINENTAL PRODUCTION CO.
MIDDLESEX COUNTY, NEW JERSEY

DRAWN BY York	DATE 4-3-68	APPROVED BY	DATE
CHECKED BY CJB	DATE 4-10-68	APPROVED BY Edwin W. Hartley ENGINEER	
APPVD. BY DRAFTING	DATE		
W. O. NO. 5046-13	SCALE 1" = 100'	DWG. NO. NJC-90	
BOOK 2619 PAGE 1145	SHEET OF		

BOOK 2616 PAGE 1146

RECEIVED & RECORDED
MIDDLESEX COUNTY N.J.

1968 APR 17 AM 11:24

BOOK 2616 PAGE 1141

BOOK
FRANK SCHATZMAN
CLERK

3633

#5

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

Line No. 11-107
R/W No. LB 6-14

This Supplemental Agreement, made the 26 day of January, 1995 ~~December XX 199X~~, by and between Parkwood Gardens Associates/Madison, with offices at 820 Morris Turnpike, Short Hills, New Jersey 07078, (herein called the Grantor, whether one or more) and Transcontinental Gas Pipe Line Corporation, a Delaware corporation (herein called the Grantee), having an office at 214 Carnegie Center, 3rd Floor, Princeton, NJ 08540.

RECEIVED/RECORDED 100354
MIDDLESEX COUNTY 03/23/95
CONSIDERATION $.00 TAX
DEED REC. FEE $25.00
INSTRUMENT DEED 3768
NAME

WHEREAS, by agreement dated April 15, 1968 and recorded in the Clerk's Office of the County of Middlesex, and State of New Jersey, in Deed Book 2616, beginning at Page 1141, the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the Original Agreement) the Grantor or his or their predecessor in title did grant, bargain, sell and convey unto the Grantee, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing and removing its pipelines and appurtenant facilities under, upon, over, through and across those certain lands located in the Township of Old Bridge (formerly Madison), Middlesex County, New Jersey, and

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of Ninety Thousand Dollars ($90,000), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement, with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the above mentioned Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

BK4227PG387

1. Grantee's existing pipeline(s) is or are constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this agreement and shall be located within the permanent right of way and easement hereinafter described.

2. The permanent right of way and easement shall be a strip of land as shown on a drawing marked Exhibit "A" attached hereto and made a part hereof.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) The Grantee shall have the right to enter upon the right of way and easement herein granted and to pass along the said strip with equipment, material and men, as such times as Grantee may elect.

(c) The Grantee shall have the right from time to time to keep said right of way free from trees, undergrowth and all other obstructions that may endanger or interfere with the construction, operation, maintenance and inspection of Grantee's pipelines.

Prepared by:
Robert Greenwell

BK4227PG387

(d) Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way, or any part thereof, pave longitudinally along and upon said permanent right of way or any part thereof, or use said permanent right of way or any part thereof in such a way as to interfere with Grantees immediate and unimpeded access to said permanent right of way, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without Grantee's approval in writing.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that Five Thousand Dollars ($5,000.) of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agree:

(a) Except for the damages caused or to be caused by the construction of the existing pipeline(s) and the first additional pipe line, facilities or improvements authorized hereunder, Grantee will reimburse the grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted.

(c) Grantee hereby releases, relinquishes and abandons any rights and privileges it may have by virtue of the Original Agreement in and to lands of Grantor situated outside and adjacent to the permanent right of way and easement hereinbefore described.

(d) Grantee agrees that any pipeline constructed within the aforementioned easement will be to a miniumu depth of 36" below grade. During the pipeline construction, beginning with clearing of the easement area, Grantor will be apprised of the various procedures in order that sites visits can be scheduled.

Except as herein modified and amended, the Original Agreement first above referred to is hereby ratified and confirmed in all respects.

It is agreed that the aforesaid Original Agreement and this Agreement cover all the agreements between the parties with respect to the suoject matter and that no other representations or statements, verbal or written, have been made modifying, adding to, or changing the terms thereof.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor(s) ha__ hereunto set _____ hand(s) and seal(s) the day and year first above written.

ATTEST

By:_____
LORI C. BREITMAN, AN ATTORNEY AT LAW OF THE STATE OF NEW JERSEY

PARKWOOD GARDENS ASSOCIATES/MADISON

By:_____(Seal)
JOSEPH WILF, PARTNER

A:\RIGHT3.SUP

BK4227PG389

MIDDLESEX COUNTY, NEW JERSEY

OLD BRIDGE TOWNSHIP

TAX MAP SHEET 4.21

BLOCK 4185, LOT 10

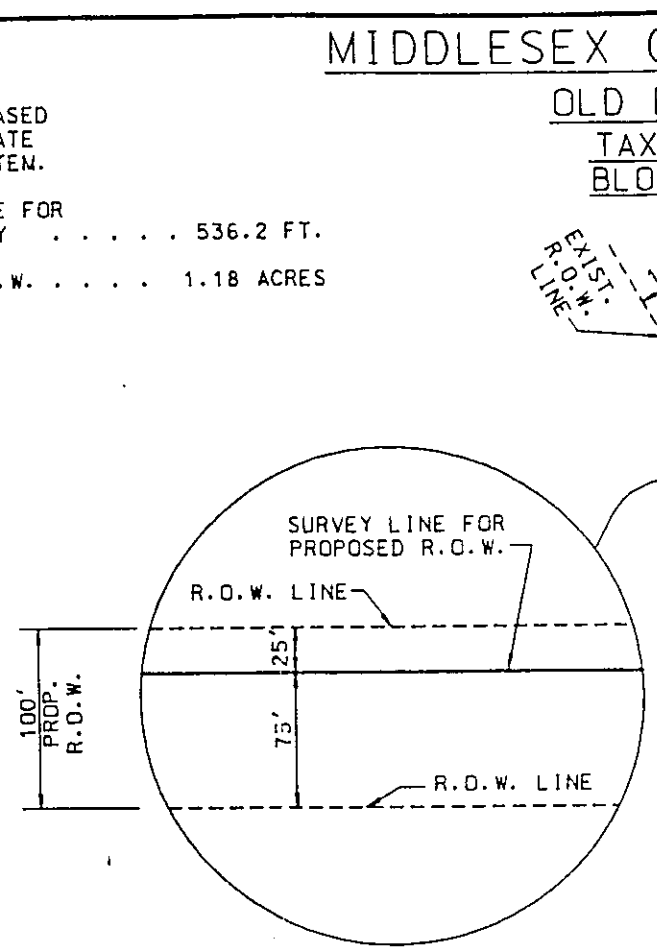
EXHIBIT A

NOTES :

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM.
2. LENGTH OF SURVEY LINE FOR PROPOSED RIGHT OF WAY . . . . . 536.2 FT.

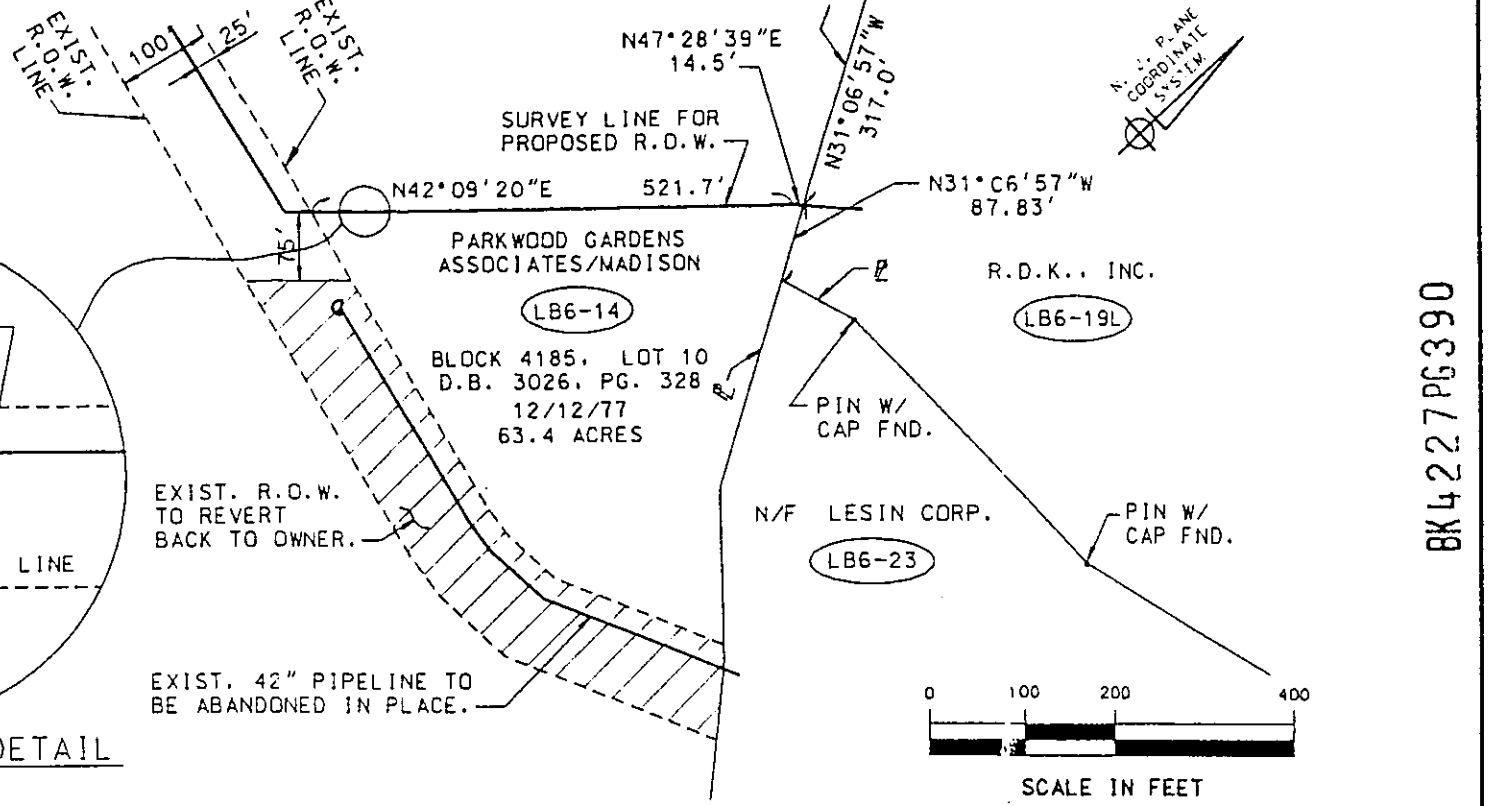
   AREA OF PROPOSED R.O.W. . . . . 1.18 ACRES

LINE NO. 11-107



RIGHT OF WAY DETAIL

NOT TO SCALE



BK4227PG390

Drawing Approved by:

Parkwood Gardens Associates

ALIGNMENT SHEET 24-1947-4-4

Reference Drawing Dwg. No.

Transcontinental Gas Pipe Line Corporation
A Transco Energy company

Engineering Department
Houston, Texas

PROPOSED RIGHT OF WAY
CROSSING PROPERTY OF
PARKWOOD GARDENS ASSOCIATES/MADISON
MIDDLESEX COUNTY, NEW JERSEY

DRAWN BY : T.W.& [illegible]	DATE 12-20-94	APPROVED BY : [illegible]	DATE 1-5-95		
CHECKED BY : M.H.S.	DATE 12-20-94				
APPROVED BY DRAFTING :	DATE	APPROVED BY : [illegible] ENGINEER			
W.O. No. 5150.13	SCALE : 1" = 200'	DWG. NO.	24-06-1947 X-17469-A		
APPROVED BY DESIGN :	SHEET 1 OF 1				

STATE OF NEW JERSEY, COUNTY OF ESSEX SS:

I CERTIFY that on January 26, 1995, JOSEPH WILF personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is a general partner of the partnership named in the attached document; and

(b) personally signed the attached document;

(c) signed and delivered this document as his or her act and deed as said general partner on behalf of said partnership; and

(d) that the full and actual consideration paid or to be paid is $90,000.00.

LORI C. BREITMAN, AN ATTORNEY AT LAW OF THE STATE OF NEW JERSEY

Transcontinental Gas Pipe Line Corporation
A Subsidiary of Transco Energy Company

END OF DOCUMENT

BK4227PG392

RETURN TO ➔

After recording, return to:
Transcontinental Gas Pipe Line Corporation
Attn.: Land Department
P. O. Box 1396, Houston, Texas 77251

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

INSTR # 2018050352
O BK 17201 PG 1371 Pgs 1371 - 1383; (13 pgs)
RECORDED 06/06/2018 12:27:14 PM
ELAINE M. FLYNN, COUNTY CLERK SM
MIDDLESEX COUNTY, NEW JERSEY

Official Use Only	

Date of Document	Type of Document
5/23/18	Right of way
First Party Name	**Second Party Name**
Parkwood Gardens Associates/radian	Transcontinental Gas Pipe Line Company, LLC
Additional First Parties	**Additional Second Parties**

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block 4185	Lot 10
Municipality Old Bridge	Consideration [redacted]
Mailing Address of Grantee 99 Farber Road Princeton, NJ 08540	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	Original Page

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.
This cover page is for use in Middlesex County, New Jersey only.
Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

13-2

Prepared by: _____

Line #: 11-207
R/W #: 6-14C
Tax #: 4185/10
Municipality: Old Bridge
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 23rd day of May, 2018 by and between **PARKWOOD GARDENS ASSOCIATES/MADISON**, a partnership, having an address at 820 Morris Turnpike – Suite 301, Short Hills, New Jersey 07078 (hereinafter called GRANTOR whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,** a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated April 15, 1968 and recorded in the Middlesex County Clerk's Office, in Deed Book 2616 at Page 1141 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products, under, upon, over, through and across those certain lands located in the Township of Old Bridge, Middlesex County, New Jersey, and described as follows:

Block 4185, Lot 10 as described in deed dated December 12, 1977 and recorded in the Middlesex County Clerk's Office on April 20, 1978 in Deed Book 3026, Page 328.

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way" and "Area of Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the first of the additional pipelines, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space Outside Existing Right of Way" and "Area of Temporary Access Road".

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 23rd day of May, 2018.

ATTEST / WITNESS:

Stephanie Green

Stephanie Green
Print Name

PARKWOOD GARDENS ASSOCIATES/MADISON

By: Zygmunt Wilf

Zygmunt Wilf
Print Name

ACKNOWLEDGMENT

STATE OF NEW JERSEY }
COUNTY OF Essex }

On this 23rd day of May, 2018, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared Zygmunt Wilf, who acknowledged him/herself to be a partner of **PARKWOOD GARDENS ASSOCIATES/MADISON**, a partnership, and that he/she as partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by him/herself as partner.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

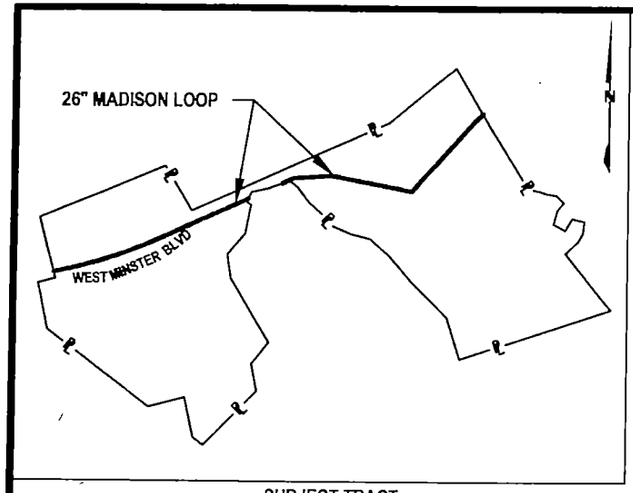
Stephanie Green
Notary Public

Stephanie Green
Printed Name

My Commission Expires: 4/17/23

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

STEPHANIE L. GREEN
Notary Public, State of New Jersey
My Commission Expires April 17, 2023



SUBJECT TRACT
N.T.S.

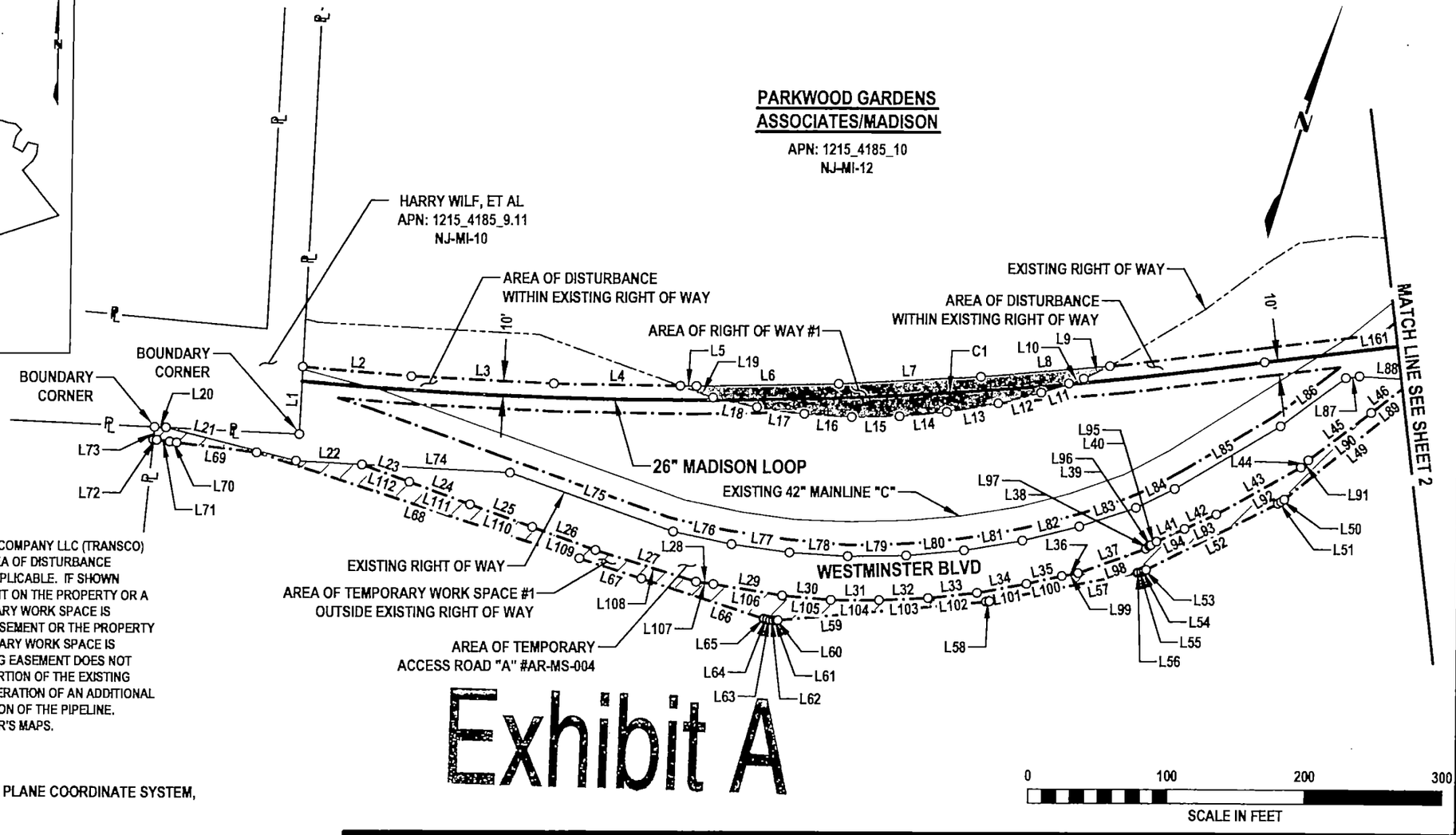


Exhibit A

NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. | | | |
|---|---|---|
| LENGTH OF SURVEY LINE FOR RIGHT OF WAY | 2598.32 | FEET |
| AREA OF EXISTING RIGHT OF WAY | 6.32 | ACRES |
| AREA OF RIGHT OF WAY | 0.18 | ACRE |
| TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY | 2.09 | ACRES |
| TOTAL AREAS OF TEMPORARY ACCESS ROAD | 0.55 | ACRE |
| AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY | 3.44 | ACRES |
| PROPERTY LINE | | |
| POINT OF INTERSECTION | | |

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

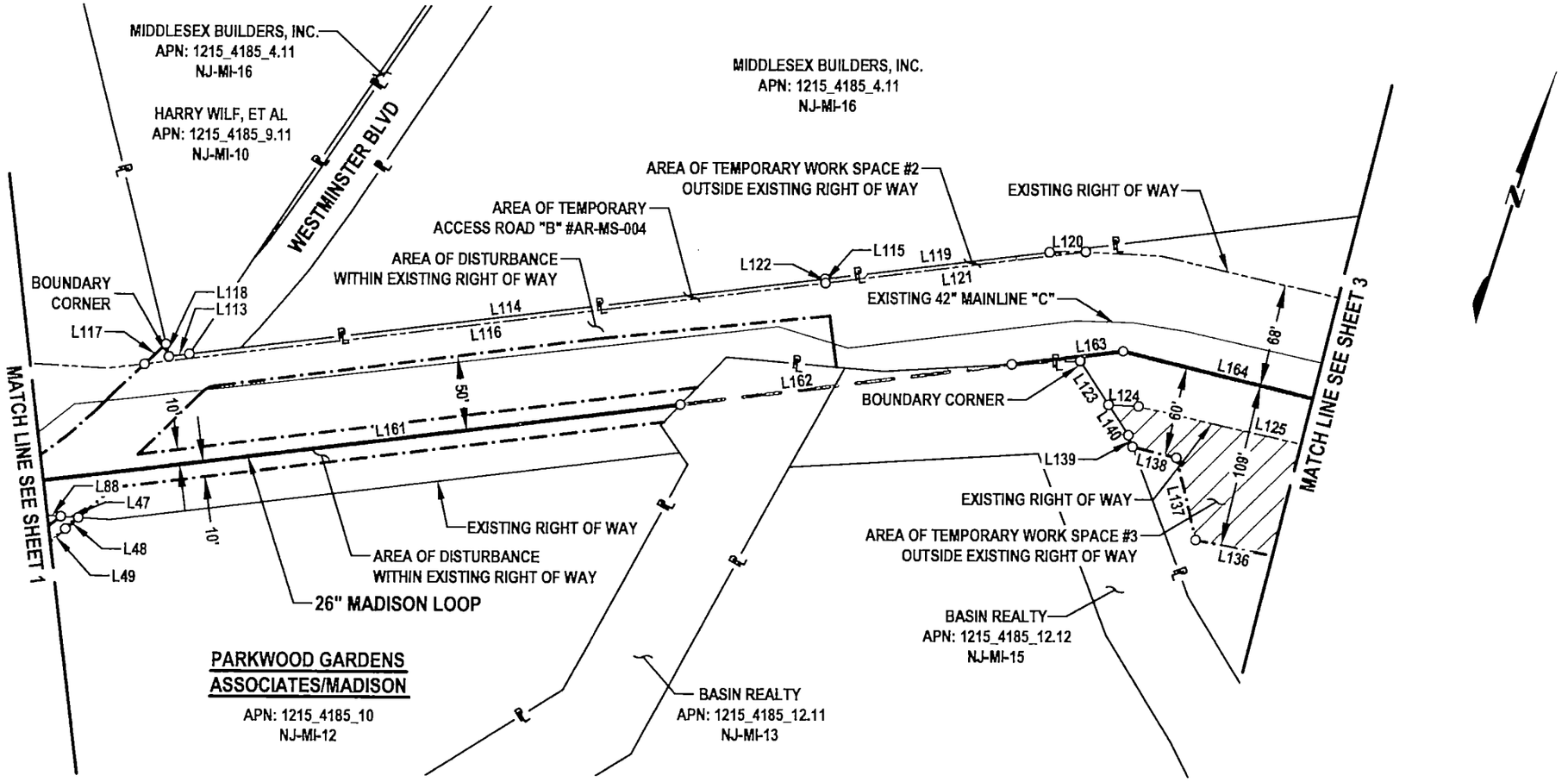
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY, AREA OF
TEMPORARY WORK SPACE AND AREA OF TEMPORARY ACCESS ROAD
CROSSING THE PROPERTY OF
PARKWOOD GARDENS ASSOCIATES/MADISON
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	08/08/17	STC	ISSUED FOR R.O.W.	1185727	CLR	EL
1	11/15/17	STC	REISSUED FOR R.O.W	1185727	W.	EL
2	04/03/18	STC	REISSUED FOR R.O.W	1185727	W.	EL

DRAWN BY: STC	DATE: 02/19/18	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: W.	DATE: 02/19/18	ISSUED FOR CONSTRUCTION:	REVISION: 2
APPROVED BY: EL	DATE: 02/19/18	DRAWING NUMBER: 24-1947-80-06A-D/NJ-MI-12	SHEET 1 OF 7
WO: 1185727	NJ-MI-12_PARKWOOD	K:\MAPPING\PLAT\LOOP0007_1\PLAM06A-PLAT01\wg\24-1947-80-MIA-D-NJ-MI-12.dwg	

Page 7 of 13
CFN#2018050352
Book17201/Page1377



NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 2598.32 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 6.32 ACRES
   AREA OF RIGHT OF WAY ..... 0.18 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 2.09 ACRES
   TOTAL AREAS OF TEMPORARY ACCESS ROAD ..... 0.55 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 3.44 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

0 100 200 300
SCALE IN FEET

DRAWING NO.	REFERENCE TITLE

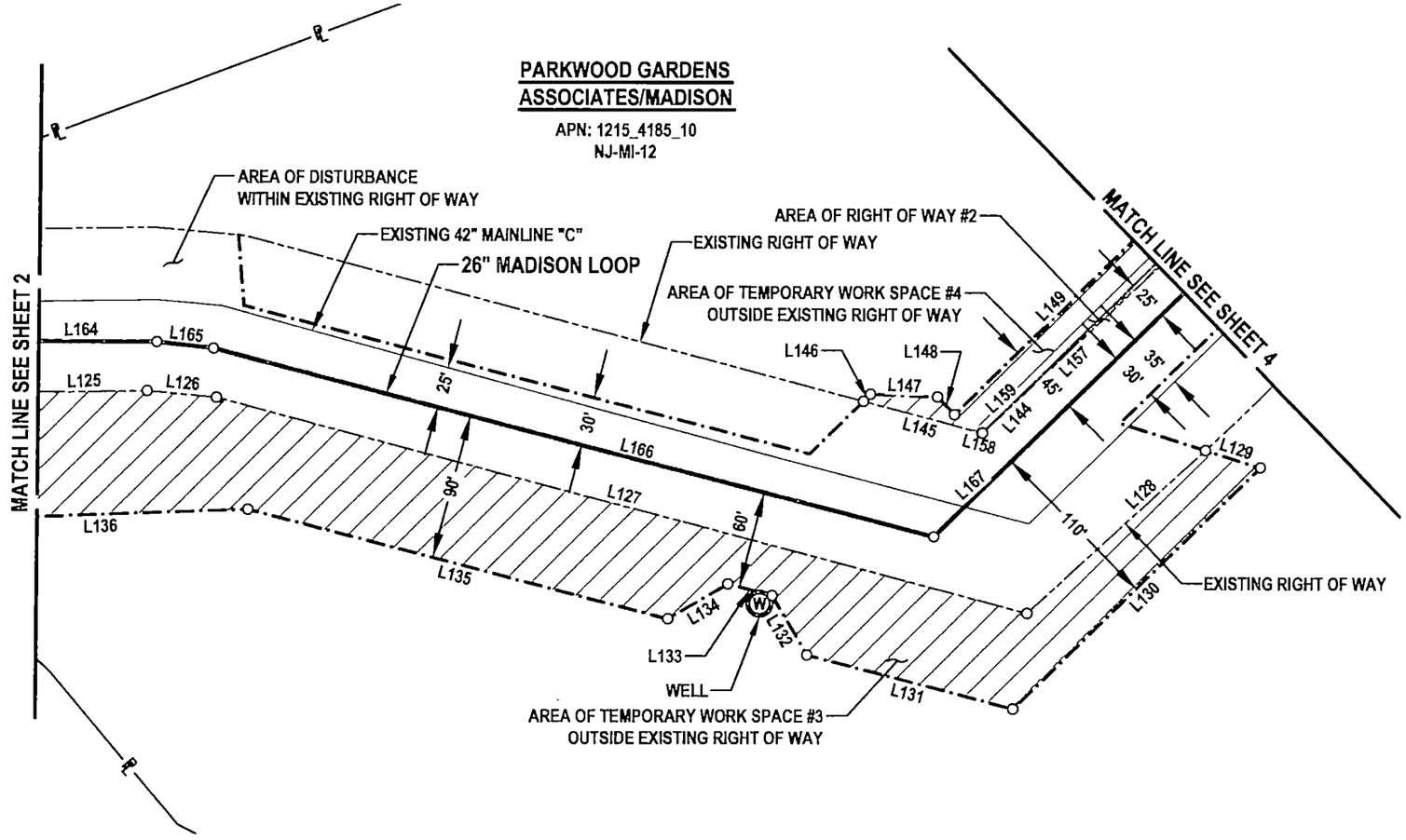
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY, AREA OF
TEMPORARY WORK SPACE AND AREA OF TEMPORARY ACCESS ROAD
CROSSING THE PROPERTY OF
PARKWOOD GARDENS ASSOCIATES/MADISON
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	08/08/17	STC	ISSUED FOR R.O.W.	1185727	CLR	EL
1	11/15/17	STC	REISSUED FOR R.O.W	1185727	W.	EL
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DRAWN BY: STC	DATE: 02/19/18	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: W.	DATE: 02/19/18	ISSUED FOR CONSTRUCTION:	REVISION: 2
APPROVED BY: EL	DATE: 02/19/18	DRAWING NUMBER: 24-1947-80-06A-D/NJ-MI-12	SHEET 2 OF 7
WO: 1185727	NJ-MI-12_PARKWOOD	4/3/2018 18:33:xx Scott.Carlson K:\MAPPING\RURAL\TLOOP\1857_1\BLA\24\06A-PLAT\Dwg\24-1947-80-06A-D-NJ-MI-12.dwg	

Page 8 of 13
Book17201/Page1378 CFN#2018050352



NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 2598.32 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 6.32 ACRES
   AREA OF RIGHT OF WAY ..... 0.18 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 2.09 ACRES
   TOTAL AREAS OF TEMPORARY ACCESS ROAD ..... 0.55 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 3.44 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

0 100 200 300
SCALE IN FEET

DRAWING NO.	REFERENCE TITLE

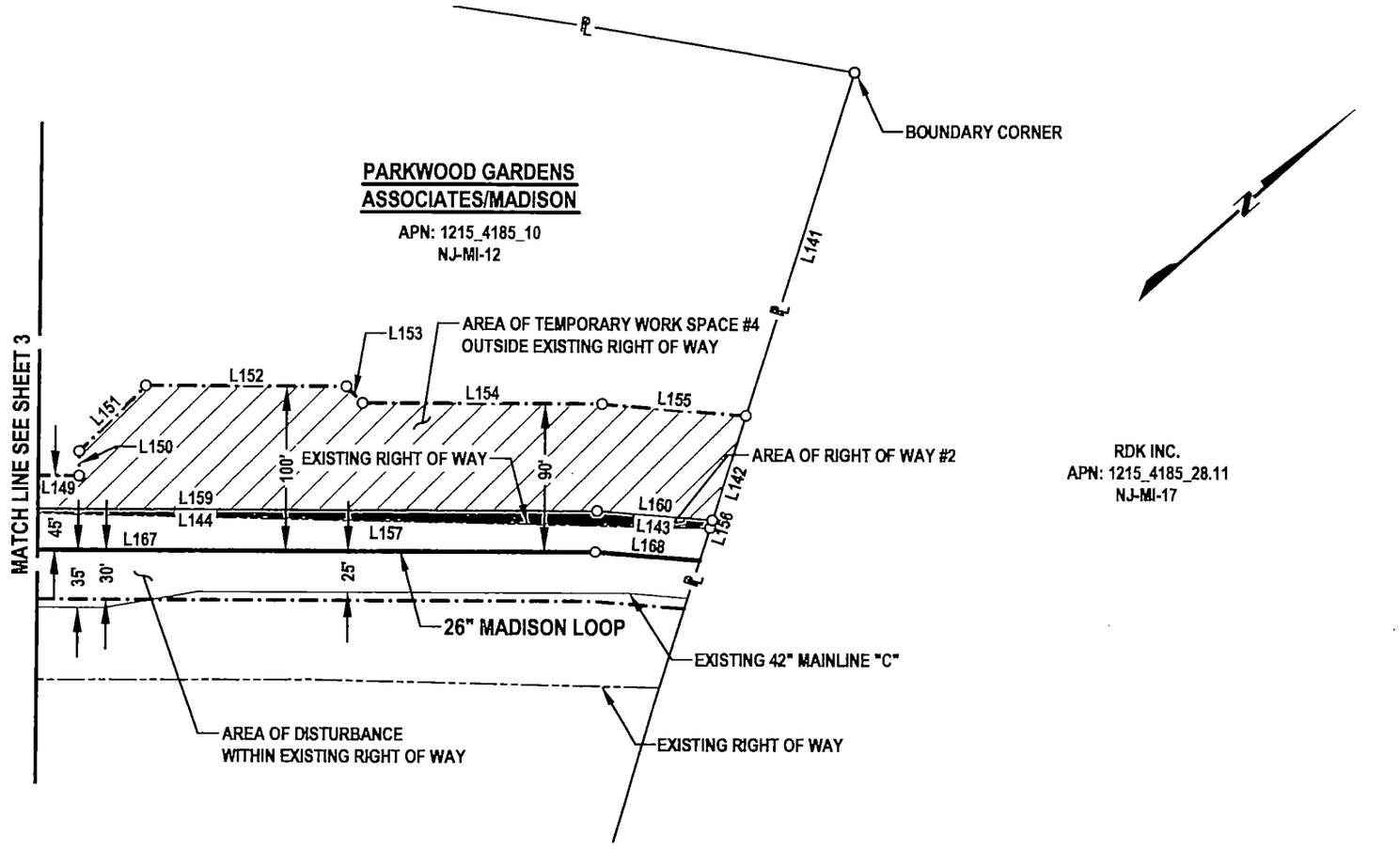
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
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TEMPORARY WORK SPACE AND AREA OF TEMPORARY ACCESS ROAD
CROSSING THE PROPERTY OF
PARKWOOD GARDENS ASSOCIATES/MADISON
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	08/08/17	STC	ISSUED FOR R.O.W.	1185727	CLR	EL
1	11/15/17	STC	REISSUED FOR R.O.W	1185727	W.	EL
2	04/03/18	STC	REISSUED FOR R.O.W	1185727	W.	EL

DRAWN BY: STC	DATE: 02/19/18	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: W.	DATE: 02/19/18	ISSUED FOR CONSTRUCTION:	REVISION: 2
APPROVED BY: EL	DATE: 02/19/18	DRAWING NUMBER: 24-1947-80-06A-D/NJ-MI-12	SHEET 3 OF 7
WO: 1185727	NJ-MI-12_PARKWOOD	K:\MAPPING\NJ\ATLOOP\MISC_MI\LM\06A-PLAT\Dwg\24-1947-80-06A-D-NJ-MI-12.dwg	

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NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 2598.32 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 6.32 ACRES
   AREA OF RIGHT OF WAY ..... 0.18 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 2.09 ACRES
   TOTAL AREAS OF TEMPORARY ACCESS ROAD ..... 0.55 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 3.44 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY, AREA OF TEMPORARY WORK SPACE AND AREA OF TEMPORARY ACCESS ROAD CROSSING THE PROPERTY OF
PARKWOOD GARDENS ASSOCIATES/MADISON
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY, STATE OF NEW JERSEY

Williams

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WO: 1185727	NJ-MI-12_PARKWOOD	K:\MAPPING\PLAT\LOOP\0657_12R_MADI06A-PLAT\Dwg\24-1947-80-06A-D-NJ-MI-12.dwg	

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CONNECTION COURSES

LINE #	BEARING	DISTANCE
L1	N 14° 46' 43" W	48.28'
L2	N 77° 24' 54" E	78.28'
L3	N 75° 28' 46" E	102.02'
L4	N 73° 32' 38" E	90.57'
L123	S 50° 32' 31" E	34.66'
L141	S 30° 57' 55" E	216.52'
L162	N 65° 37' 00" E	221.16'

AREA OF RIGHT OF WAY #1

LINE #	BEARING	DISTANCE
L5	N 73° 32' 38" E	11.45'
L6	N 71° 36' 30" E	102.02'
L7	N 69° 40' 22" E	102.02'
L8	N 67° 44' 14" E	92.72'
L9	S 46° 38' 51" W	20.43'
L10	S 54° 12' 22" W	11.32'
L11	S 54° 12' 24" W	20.93'
L12	S 58° 35' 46" W	31.85'
L13	S 62° 44' 19" W	37.18'
L14	S 67° 22' 37" W	33.96'
L15	S 71° 46' 02" W	34.33'
L16	S 76° 09' 28" W	34.33'
L17	S 80° 32' 53" W	34.37'
L18	S 84° 52' 38" W	32.28'
L19	N 87° 32' 59" W	24.70'

AREA OF TEMPORARY WORK SPACE #1 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L20	N 75° 13' 18" E	8.07'
L21	N 86° 48' 13" E	96.09'
L22	N 75° 40' 28" E	47.39'
L23	S 87° 18' 53" E	36.38'
L24	S 87° 17' 55" E	46.55'
L25	S 87° 14' 19" E	47.45'
L26	S 87° 29' 35" E	47.96'
L27	S 89° 55' 41" E	75.70'
L28	N 80° 07' 51" E	12.36'
L29	N 82° 00' 47" E	50.07'
L30	N 77° 47' 24" E	35.04'
L31	N 72° 42' 39" E	34.88'
L32	N 69° 51' 52" E	34.97'
L33	N 66° 34' 52" E	35.30'
L34	N 62° 00' 00" E	36.13'
L35	N 59° 59' 48" E	25.86'
L36	N 62° 46' 26" E	11.95'
L37	N 52° 35' 07" E	51.55'

CONTINUED AREA OF TEMPORARY WORK SPACE #1 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L38	N 34° 42' 07" E	3.16'
L39	N 41° 50' 24" E	1.53'
L40	N 40° 59' 01" E	4.73'
L41	N 48° 21' 08" E	22.17'
L42	N 48° 20' 07" E	25.14'
L43	N 43° 30' 22" E	69.92'
L44	N 29° 10' 16" E	7.45'
L45	N 35° 17' 48" E	56.41'
L46	N 34° 39' 12" E	38.97'
L47	N 75° 53' 00" E	11.72'
L48	S 31° 23' 13" W	11.30'
L49	S 33° 26' 02" W	124.15'
L50	S 36° 38' 46" W	2.81'
L51	S 42° 56' 13" W	2.67'
L52	S 46° 00' 03" W	106.27'
L53	S 47° 55' 27" W	1.69'
L54	S 52° 21' 58" W	2.18'
L55	S 57° 22' 17" W	2.18'

CONTINUED AREA OF TEMPORARY WORK SPACE #1 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L56	S 60° 43' 34" W	0.76'
L57	S 61° 36' 14" W	107.98'
L58	S 64° 29' 57" W	2.53'
L59	S 67° 24' 02" W	150.05'
L60	S 68° 37' 13" W	1.08'
L61	S 72° 22' 09" W	2.18'
L62	S 77° 22' 23" W	2.18'
L63	S 82° 22' 02" W	2.18'
L64	S 87° 21' 41" W	2.18'
L65	N 89° 37' 58" W	0.41'
L66	N 89° 11' 36" W	92.21'
L67	N 89° 32' 34" W	46.59'
L68	N 89° 17' 01" W	243.46'
L69	S 79° 30' 24" W	57.82'
L70	S 79° 30' 32" W	5.23'
L71	S 79° 30' 18" W	9.25'
L72	S 79° 30' 24" W	2.45'
L73	N 11° 56' 37" W	9.11'

NOTES:

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2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 2598.32 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 6.32 ACRES
   AREA OF RIGHT OF WAY ..... 0.18 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 2.09 ACRES
   TOTAL AREAS OF TEMPORARY ACCESS ROAD ..... 0.55 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 3.44 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

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WO: 1185727	NJ-MI-12_PARKWOOD	10:33am 4/3/2018 Scott.Carlson K:\MAPPING\MLA\LOOPMI57_YGL\ACAD\MA-PLAT\Dwg\24-1947-80-06A-D-NJ-MI-12.dwg	

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AREA OF TEMPORARY ACCESS ROAD "A" #AR-MS-004

LINE #	BEARING	DISTANCE
L74	N 75° 40' 28" E	106.41'
L75	S 87° 32' 59" E	124.27'
L76	N 84° 52' 38" E	42.68'
L77	N 80° 32' 52" E	41.98'
L78	N 76° 09' 28" E	42.00'
L79	N 71° 46' 02" E	42.00'
L80	N 67° 22' 38" E	41.59'
L81	N 63° 01' 48" E	42.40'
L82	N 58° 35' 49" E	42.01'
L83	N 54° 12' 23" E	42.69'
L84	N 46° 38' 51" E	31.21'
L85	N 42° 00' 56" E	88.63'
L86	N 35° 59' 40" E	58.36'
L87	N 65° 00' 22" E	9.95'
L88	N 75° 53' 00" E	39.39'
L89	S 34° 39' 12" W	38.97'
L90	S 35° 17' 48" W	56.41'
L91	S 29° 10' 16" W	7.45'

CONTINUED AREA OF TEMPORARY ACCESS ROAD "A" #AR-MS-004

LINE #	BEARING	DISTANCE
L92	S 43° 30' 22" W	69.92'
L93	S 48° 20' 07" W	25.14'
L94	S 48° 21' 08" W	22.17'
L95	S 40° 59' 01" W	4.73'
L96	S 41° 50' 24" W	1.53'
L97	S 34° 42' 07" W	3.16'
L98	S 52° 35' 07" W	51.55'
L99	S 62° 46' 26" W	11.95'
L100	S 59° 59' 48" W	25.86'
L101	S 62° 00' 00" W	36.13'
L102	S 66° 34' 52" W	35.30'
L103	S 69° 51' 52" W	34.97'
L104	S 72° 42' 39" W	34.88'
L105	S 77° 47' 24" W	35.04'
L106	S 82° 00' 47" W	50.07'
L107	S 80° 07' 51" W	12.36'
L108	N 89° 55' 41" W	75.70'
L109	N 87° 29' 35" W	47.96'

CONTINUED AREA OF TEMPORARY ACCESS ROAD "A" #AR-MS-004

LINE #	BEARING	DISTANCE
L110	N 87° 14' 19" W	47.45'
L111	N 87° 17' 55" W	46.55'
L112	N 87° 18' 53" W	36.38'

AREA OF TEMPORARY ACCESS ROAD "B" #AR-MS-004

LINE #	BEARING	DISTANCE
L113	N 65° 06' 48" E	13.75'
L114	N 65° 45' 57" E	424.00'
L115	S 25° 09' 26" E	2.65'
L116	S 65° 42' 06" W	454.46'
L117	N 29° 11' 00" E	19.38'
L118	S 31° 35' 53" E	8.62'

AREA OF TEMPORARY WORK SPACE #2 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L119	N 65° 45' 57" E	149.80'
L120	N 71° 40' 36" E	23.81'
L121	S 65° 42' 06" W	173.45'
L122	N 25° 09' 26" W	2.65'

AREA OF TEMPORARY WORK SPACE #3 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L124	N 75° 38' 04" E	19.96'
L125	N 85° 31' 43" E	177.28'
L126	S 88° 35' 17" E	42.75'
L127	S 78° 47' 58" E	515.19'
L128	N 43° 40' 47" E	148.10'
L129	S 76° 09' 49" E	35.55'
L130	S 41° 49' 30" W	211.86'
L131	N 79° 03' 52" W	130.93'
L132	N 34° 03' 51" W	42.43'
L133	N 79° 03' 52" W	28.17'
L134	S 55° 56' 08" W	42.43'

CONTINUED AREA OF TEMPORARY WORK SPACE #3 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L135	N 79° 03' 52" W	266.31'
L136	S 84° 09' 14" W	181.49'
L137	N 31° 03' 39" W	56.08'
L138	S 86° 25' 30" W	29.96'
L139	N 38° 03' 31" W	8.28'
L140	N 50° 32' 31" W	24.12'

NOTES:

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   AREA OF EXISTING RIGHT OF WAY ..... 6.32 ACRES
   AREA OF RIGHT OF WAY ..... 0.18 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 2.09 ACRES
   TOTAL AREAS OF TEMPORARY ACCESS ROAD ..... 0.55 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 3.44 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

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WO: 1185727	NJ-MI-12_PARKWOOD	K:\AAPPNGRU\ALT\LOOP0067_26\LAND\06A-PLAT\Dwg\24-1947-80-06A-D-NJ-MI-12.dwg	

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AREA OF TEMPORARY WORK SPACE #4 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L142	S 30° 57' 55" E	66.62'
L143	S 46° 22' 24" W	70.50'
L144	S 41° 49' 30" W	487.46'
L145	N 78° 47' 58" W	75.54'
L146	N 41° 49' 29" E	6.14'
L147	N 88° 40' 46" E	41.12'
L148	S 48° 10' 33" E	15.00'
L149	N 41° 49' 30" E	176.89'
L150	N 48° 10' 30" W	15.00'
L151	N 03° 10' 47" W	56.56'
L152	N 41° 49' 30" E	121.94'
L153	N 86° 49' 28" E	14.14'
L154	N 41° 49' 30" E	145.44'
L155	N 46° 22' 24" E	87.69'

AREA OF RIGHT OF WAY #2

LINE #	BEARING	DISTANCE
L156	S 30° 57' 55" E	4.89'
L157	S 42° 51' 39" W	556.26'
L158	N 78° 47' 58" W	0.24'
L159	N 41° 49' 30" E	487.46'
L160	N 46° 22' 24" E	70.50'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
C1	R= 3030.00 CHB= N 71° 22' 45" E	L= 692.15 CHD= 690.64
L161	N 65° 37' 00" E	521.93
L163	N 65° 37' 00" E	73.75
L164	N 86° 25' 30" E	201.97
L165	S 87° 16' 47" E	35.05
L166	S 79° 03' 52" E	457.31
L167	N 41° 49' 30" E	552.27
L168	N 46° 22' 24" E	63.89

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   AREA OF RIGHT OF WAY ..... 0.18 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 2.09 ACRES
   TOTAL AREAS OF TEMPORARY ACCESS ROAD ..... 0.55 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 3.44 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

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WO: 1185727	NJ-MI-12_PARKWOOD	K:\SUPPROW\NJ\ATLOOP0052_19LAND06A-PLATIO\wg\24-1947-80-06A-D-NJ-MI-12.dwg	

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#6

LINE # 11-107
R/W 6-14

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned, Transcontinental Production Company, a Delaware Corporation, hereinafter called Grantor for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey with general warranty unto Transcontinental Gas Pipe Line Corporation, a Delaware Corporation, its successors and assigns (hereinafter called Grantee) a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing from time to time one or more pipe lines, together with valves, tie-overs and other appurtenant facilities, for the transportation of gas, oil, petroleum and petroleum products, upon, under or across the lands of the Grantor, in the Township of Madison, Middlesex County, New Jersey, described as follows:

That tract of land conveyed to Grantor by Wicktor, Inc. and Candlewick, Inc. trading as Candlewick Associates by deed dated November 21, 1966 and recorded in the office of the Clerk of Middlesex County in Book 2563, page 1007. The right of way and easement herein conveyed is fully set forth as shown on Drawing number NJC 90, which is annexed hereto and made a part hereof.

together with such other rights as may be necessary or convenient for the full enjoyment or use of the rights herein granted, which such rights shall include, among others:

(a) the right to enter upon the right of way and easement herein granted and to pass along the said strip with equipment, material and men, at such times as Grantee may elect,

(b) the right from time to time to keep said right of way free from trees, undergrowth and all other obstructions that may endanger or interfere with the construction, operation and maintenance of Grantee's pipe lines,

(c) the right to assign this grant in whole or in part.

Grantor specifically covenants and agrees:

(a) Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said permanent right of way or any part thereof, or use the said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without such approval.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until the first pipe line is constructed and so long thereafter as a pipe line is maintained thereon.

Grantee, by its acceptance of this grant, acknowledges that the right of way and easement hereby granted and any pipe lines and other facilities or improvements heretofore or hereafter erected or installed on or in such right of way and easement are subject to the lien of the Mortgage and Deed of Trust, dated May 15, 1949, from Transcontinental Gas Pipe Line Corporation to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, and all Supplmental Indentures thereto, heretofore recorded in the County aforesaid.

It is agreed that this grant covers all the agreements between the parties and no verbal representations or statements have been made, modifying, adding to, or changing the terms of this agreement.

Rec'd 4-17-67

IN WITNESS WHEREOF, the Grantor, has signed and sealed this agreement this 15th day of April, 1968.

ATTEST:

Secretary

TRANSCONTINENTAL PRODUCTION COMPANY

By
Vice President

STATE OF TEXAS

COUNTY OF HARRIS

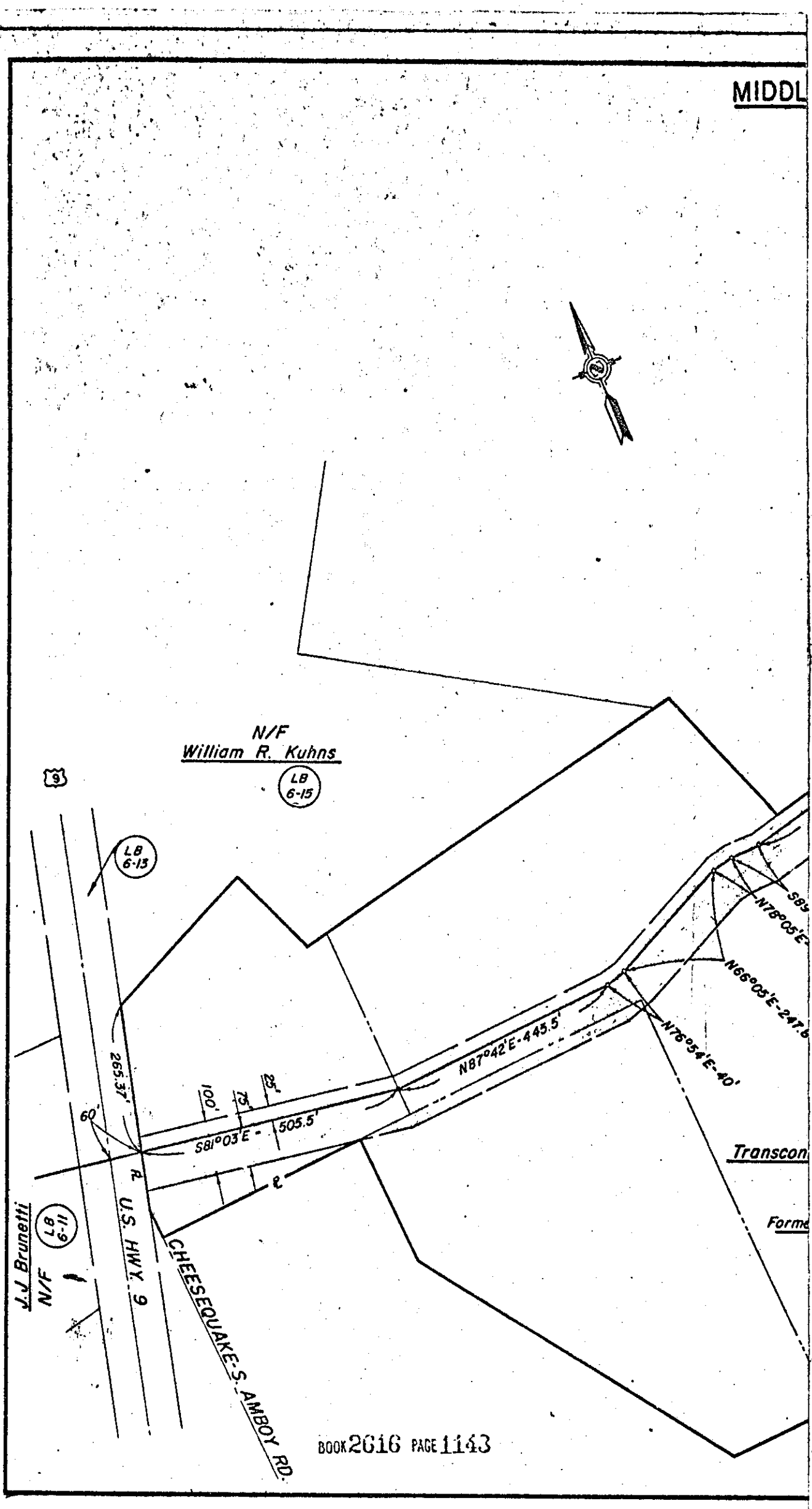
BE IT REMEMBERED, that on this 15 day of April in the year of our Lord One Thousand Nine Hundred and Sixty-Eight before me, the subscriber, a Notary Public in and for Harris County, Texas, personally appeared Tom H. Wheat who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of Transcontinental Production Company, the Grantor in the within Instrument; that Dan Williamson is the Vice President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Vice President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me,
a Notary Public at
Houston, Texas the date aforesaid

Tom H. Wheat
Secretary

ANDRE P. WALKER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

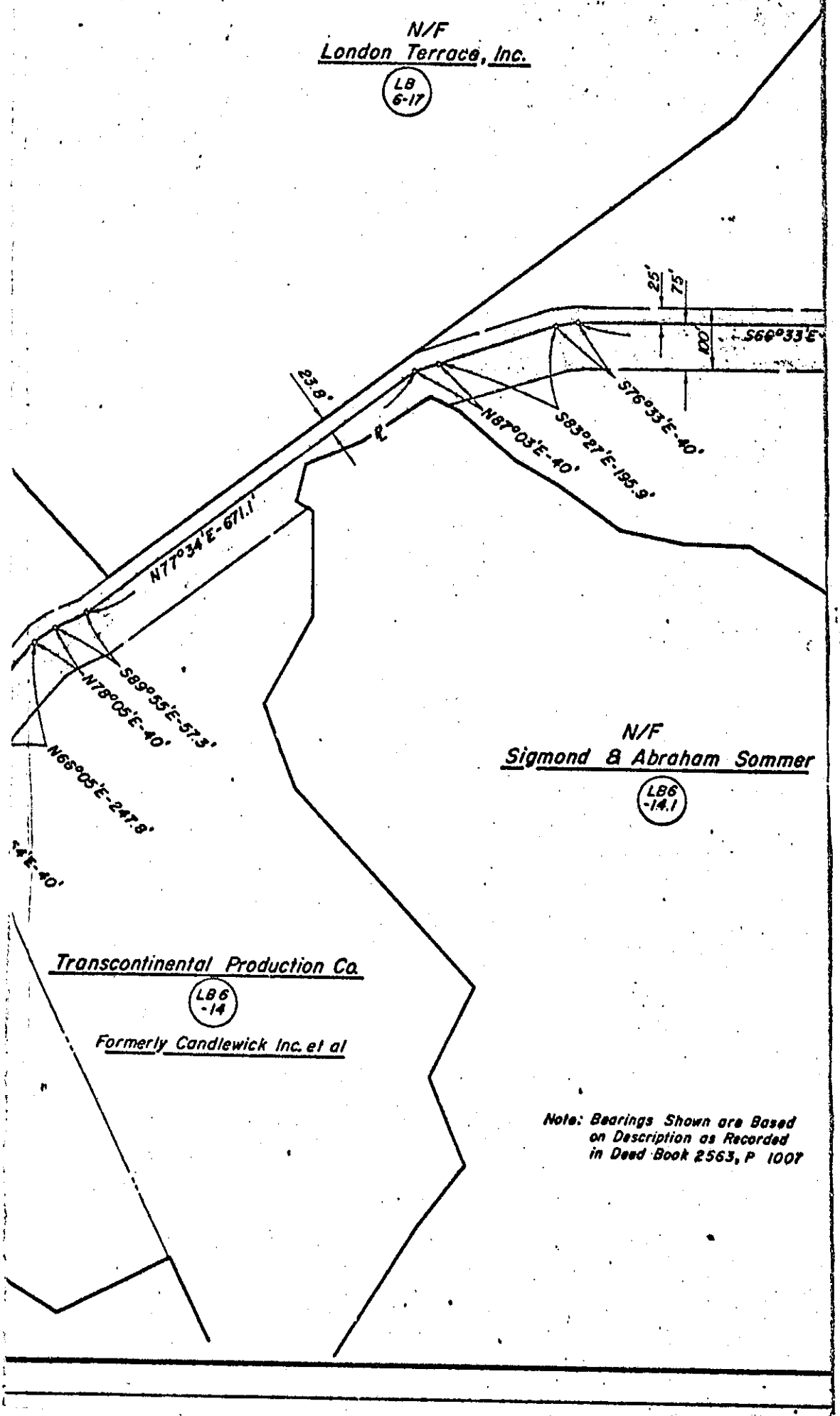
MIDDL

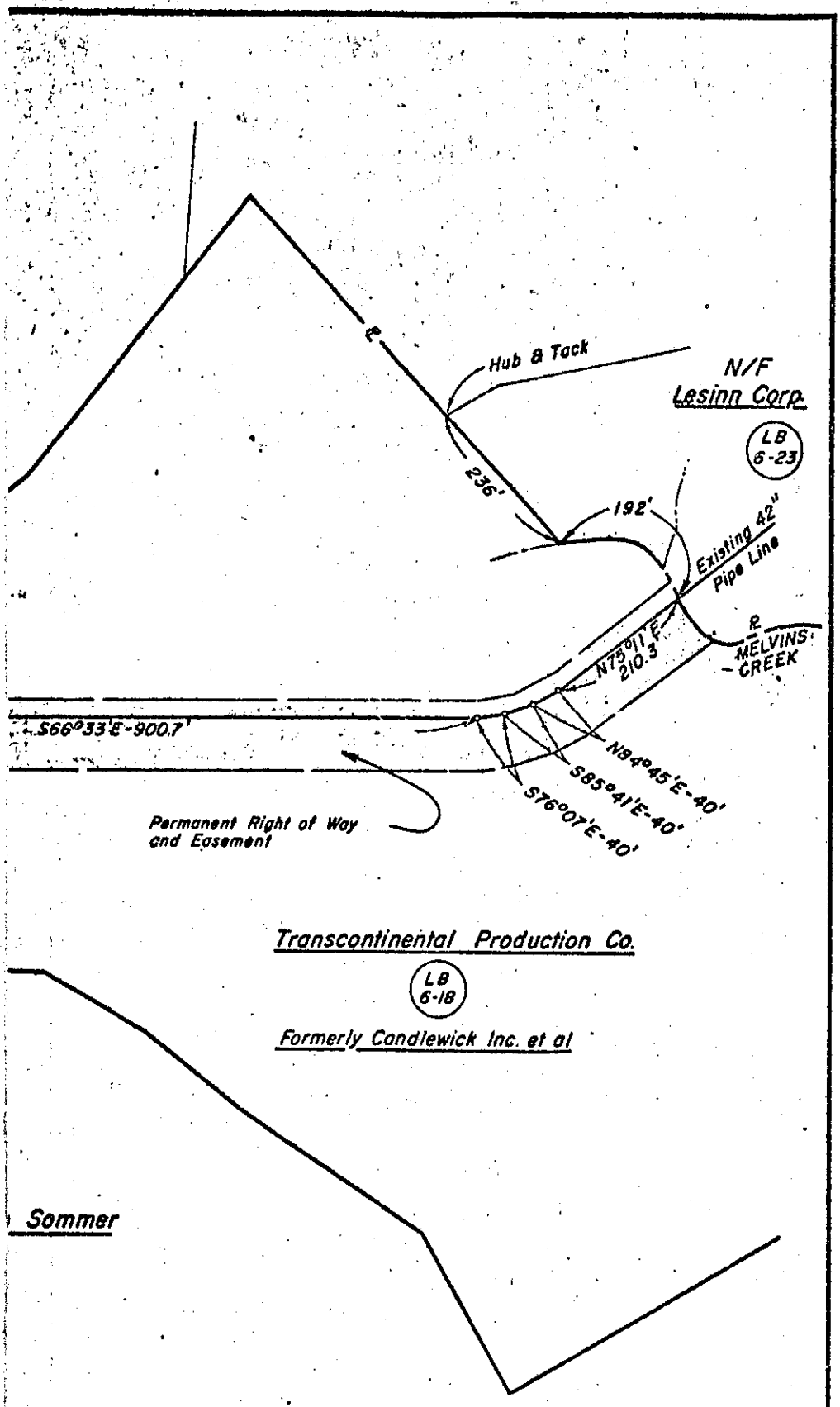

N/F
William R. Kuhns
LB 6-15
LB 6-13
9
N78°05'E-
N66°05'E-247.6
N76°54'E-40'
N87°42'E-445.5'
265.37'
100'
75'
25'
60'
S81°03'E - 505.5'
℄
U.S. HWY. 9
CHEESEQUAKE-S. AMBOY RD.
J.J. Brunetti
N/F
LB 6-11
Transcon
Forme

MIDDLESEX COUNTY, NEW JERSEY

TOWNSHIP OF MADISON

BOOK 2616 PAGE 1144





Alignment Sheet NJ-203
Field Book 12-11-05, Pg. 19 Thru 24
REFERENCE DRAWINGS DWG. NO.

are Based
Recorded
53, P 1007

BY
REVISION
DATE

TRANSCONTINENTAL GAS PIPE LINE CORP.
ENGINEERING DEPARTMENT HOUSTON, TEXAS

AS BUILT LOCATION OF RIGHT OF WAY
CROSSING PROPERTY OF
TRANSCONTINENTAL PRODUCTION CO.
MIDDLESEX COUNTY, NEW JERSEY

DRAWN BY York	DATE 4-3-68	APPROVED BY	DATE
CHECKED BY CJB	DATE 4-10-68	APPROVED BY Edwin W. Hartley ENGINEER	
APPVD. BY DRAFTING	DATE		
W. O. NO. 5046-13	SCALE 1" = 100'	DWG. NO. NJC-90	
BOOK 2619 PAGE 1145	SHEET OF		

BOOK 2616 PAGE 1146

RECEIVED & RECORDED
MIDDLESEX COUNTY N.J.

1968 APR 17 AM 11:24

BOOK 2616 PAGE 1141

BOOK
FRANK SCHATZMAN
CLERK

3633

#6

Line No. 11-107
R/W No. LB6-19L

RIGHT OF WAY AGREEMENT

State of New Jersey
County of Middlesex

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, R.D.K. Inc., a Corporation of the State of New Jersey, with an address at 30 Venus Road, South Amboy, New Jersey 08879, hereinafter called Grantor, for and in consideration of the sum of Fifteen Thousand Dollars ($15,000.00) cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey with general warranty unto Transcontinental Gas Pipe Line Corporation, a Delaware Corporation, having an office at 214 Carnegie Center, Suite 300, Princeton, New Jersey 08540, its successors and assigns, hereinafter called Grantee, a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing from time to time one or more pipelines, together with valves, tie-overs and other appurtenant facilities, for the transportation of gas, oil, petroleum and petroleum products, upon, under or across a strip of land shown on a drawing marked Exhibit "A", attached hereto and made a part hereof, located on the lands of the Grantor in the Township of Old Bridge (formerly Madison), Middlesex County, New Jersey, and described as follows:

BEING part of that certain tract of land conveyed to R.D.K., Inc. by deed from Paul Leale et al. dated December 8, 1978, and recorded in the Middlesex County Clerk's office on December 8, 1978 in Deed Book 3066, beginning at page 128.

Together with such other rights as may be necessary or convenient for the full enjoyment or use of the rights herein granted, which such rights shall include, among others:

(a) the right to enter upon the right of way and easement herein granted and to pass along the said strip with equipment, material and men, at such times as Grantee may elect,

(b) the right from time to time to keep said right of way free from trees, undergrowth and all other obstructions that may endanger or interfere with the construction, operation, maintenance and inspection of Grantee's pipelines,

(c) the right to assign this grant in whole or in part, and

(d) the right to access said right of way and easement over roadways known to exist on remaining lands of Grantor, at the date of this agreement.

Grantor specifically covenants and agrees:

(a) the strip of land identified on the attached drawing marked Exhibit "A", is the permanent right of way granted.

(b) Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said right of way or any part thereof, or use the said permanent right of way, or any part thereof, in any way that will interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without such approval.

Prepared by:

ROBERT GREENWELL

RECEIVED/RECORDED
MIDDLESEX COUNTY 06/10/96
CONSIDERATION $.00 TAX $.00
DEED REC. FEE $25.00
INSTRUMENT DEED 7573
112503
NAME

BK4329PG700

BK4329PG700

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until the first pipeline is constructed and so long thereafter as a pipeline is maintained thereon.

Grantor acknowledges that Two Thousand Dollars ($2,000.00) of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first pipeline hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for damages caused or to be caused by the construction of the first pipeline, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted.

It is agreed that this grant covers all the agreements between the parties and that no verbal representations or statements have been made, modifying, adding to, or changing the terms of this agreement.

IN WITNESS WHEREOF, the Grantor, has signed and sealed this agreement this 3rd day of May, 1996.

Signed, sealed and delivered
in the presence of:

ATTEST:

Mary Ann Kerestes
MARY ANN KERESTES, Secretary

R.D.K., INC.

By: Russell D. Kerestes
RUSSELL D. KERESTES,
President

(SEAL)

ATTEST:

David A. Hess
ASSISTANT SECRETARY

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

By: Nick A. Bacile
Nick A. Bacile, Vice President - Finance

(SEAL)

BK4329PG701

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

BE IT REMEMBERED, that on this 3rd day of May, 1996, before me, the subscriber, a Notary Public of New Jersey, personally appeared Mary Ann Kerestes, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Secretary of R.D.K., Inc., the Corporation named in the within instrument, that Russell D. Kerestes is the President of said Corporation, that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of said Corporation, that deponent well knows the corporation seal of said Corporation, and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness, and that the full and actual consideration paid or to be paid is $15,000.00.

Mary Ann Kerestes
MARY ANN KERESTES

Sworn to and subscribed
before me this 3rd day
of May, 1996.

Phyllis E. Garten
Notary Public of New Jersey
PHYLLIS E. GARTEN
A Notary Public of New Jersey
My Commission Expires July 28, 1997

STATE OF TEXAS

COUNTY OF HARRIS

On this the 10th day of May, 1996, before me, a Notary Public in and for the County and State aforesaid, personally appeared Nick A. Baule, who acknowledged himself to be a Vice President of Transcontinental Gas Pipe Line Corporation, a Delaware corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF I hereunto set my hand and notarial seal.

Doris Elizabeth Dold
Notary Public

My Commission Expires

7/6/96

DORIS ELIZABETH DOLD
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-06-'96

BK4329PG702

BK4329PG703

NOTES :

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM.

2. LENGTH OF SURVEY LINE FOR PROPOSED RIGHT OF WAY .... 1,398.1 FT.

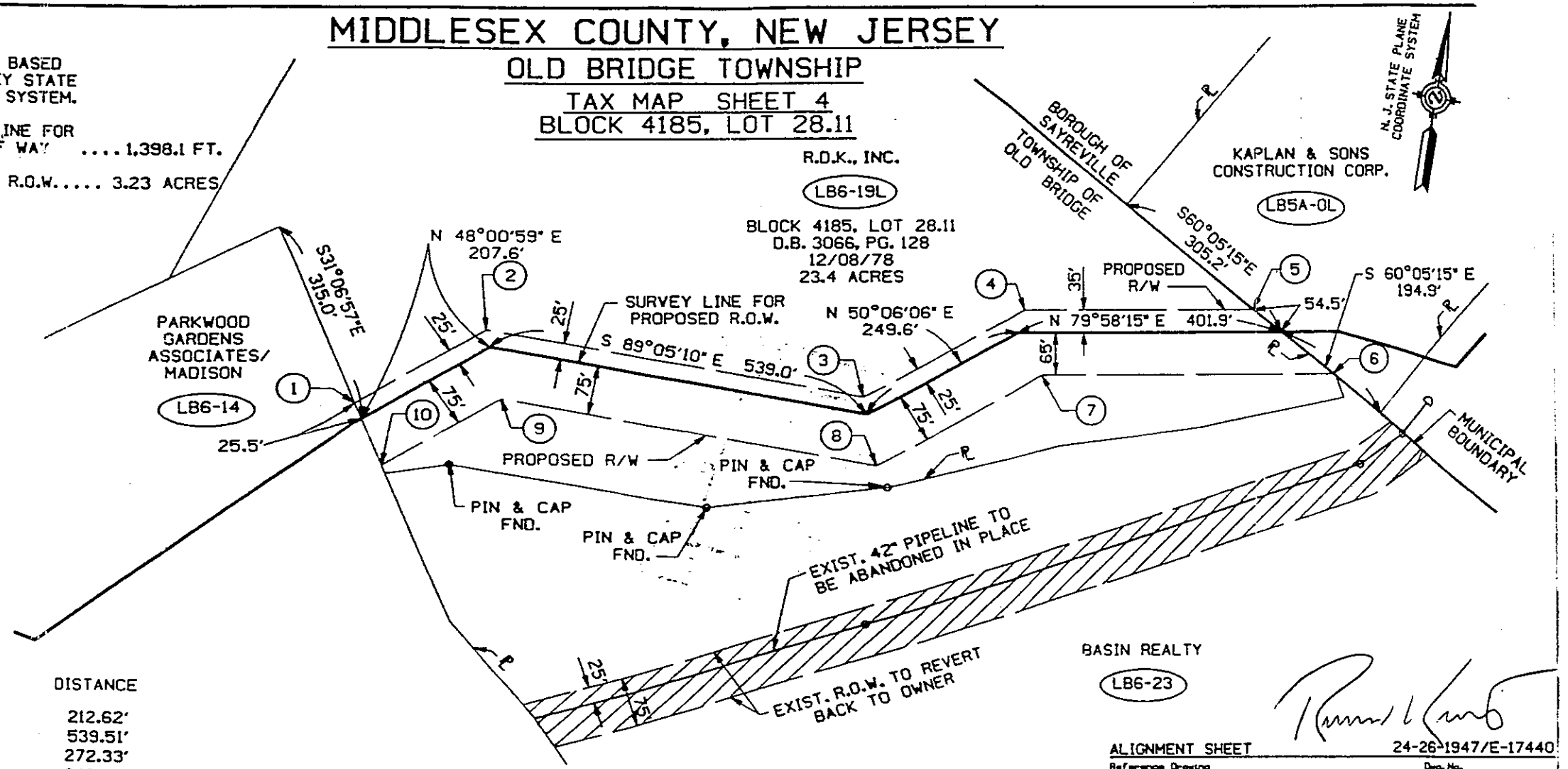
   AREA OF PROPOSED R.O.W..... 3.23 ACRES

LINE NO. 11-107

MIDDLESEX COUNTY, NEW JERSEY

OLD BRIDGE TOWNSHIP

TAX MAP SHEET 4
BLOCK 4185, LOT 28.11



POINTS	BEARING	DISTANCE
1 - 2	N 48°00'59" E	212.62'
2 - 3	S 89°05'10" E	539.51'
3 - 4	N 50°06'06" E	272.33'
4 - 5	N 79°58'13" E	349.40'
5 - 6	S 60°05'15" E	155.76'
6 - 7	S 79°58'13" W	442.15'
7 - 8	S 50°06'06" W	282.19'
8 - 9	N 89°05'10" W	537.42'
9 - 10	S 48°00'59" W	192.54'
10 - 1	N 31°06'57" W	101.83'

200' 0 200'
SCALE IN FEET

ALIGNMENT SHEET 24-26-1947/E-17440
Reference Drawing Dwg. No.

Transco TRANSCONTINENTAL GAS PIPE LINE CORPORATION ONE OF THE WILLIAMS COMPANIES, INC.

PROPOSED RIGHT-OF-WAY
CROSSING PROPERTY OF
R. D. K., INC.
MIDDLESEX COUNTY, NEW JERSEY

No.	Date	By	Revision
3	1/26/96	KRG	REVISED ALIGNMENT
2	3/20/95	HJR	REVISED ALIGNMENT
1	2/3/95	DBH	REVISED ALIGNMENT

Drawn By M. RICES Date 3/20/95 Approved By [illegible] Date 7-24-95
Checked By K.R.G Date 7/24/95
Approved By Drafting Date 7/24/95 Approved By Engineer
W.O. No. 5150.13 Scale SHOWN DWG. NO. 24-06-1947
Approved By Planning Sheet 1 of 1 X-18005-A

R.D.K., INC.

RESOLVED, That the officers of the Corporation hereby authorized to sell and convey a Right of Way and Easement to Transcontinental Gas Pipe Line Corporation, which was deemed by such officers as unnecessary for company operations, for such price and upon such terms and conditions as said officers may deem advisable.

I, Mary Ann Kerestes, do hereby certify that I am Secretary of the R.D.K. Corporation; that the foregoing is a true and correct copy of a resolution taken from the minutes of the Board of Directors of said Corporation at a special meeting held May 3, 1996, at which meeting a quorum for the transaction of business was present and acting throughout; and that said resolution was duly adopted, is in full force and effect and has not in any respect been modified, revoked or rescinded.

WITNESS MY HAND AND THE SEAL OF SAID CORPORATION this 3rd day of May 1996.

Mary Ann Kerestes

MARY ANN KERESTES
Secretary

(SEAL)

A:\CORP.RES

BK4329PG704

[redacted]

[redacted]

[redacted]

Transcontinental Gas Pipe Line Corporation
A Subsidiary of Transco Energy Company

After recording, return to:
Transcontinental Gas Pipe Line Corporation
Attn.: Land Department
P. O. Box 1396, Houston, Texas 77251

RETURN TO

BK4329PG705

END OF DOCUMENT

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

INSTR # 2019099803
O BK 17699 PG 22 Pgs 22 - 32; (11 pgs)
RECORDED 11/22/2019 02:10:04 PM
ELAINE M. FLYNN, COUNTY CLERK GO
MIDDLESEX COUNTY, NEW JERSEY
RECORDING FEES: $135.00

Official Use Only

Date of Document	Type of Document
11.18.19	
First Party Name R.D.K. Inc. (under authority of Bruce Carta and Laura Carta a/k/a Laura Vento)	**Second Party Name** Transcontinental Gas Pipe Line Company, LLC
Additional First Parties	**Additional Second Parties**

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.

Block	Lot
4185	28.11
Municipality Old Bridge	**Consideration** [redacted]

Mailing Address of Grantee
99 Farber Road
Princeton, NJ 08540

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.

Original Book	Original Page

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.

This cover page is for use in Middlesex County, New Jersey only.

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Line #: 11-207
R/W #:
Tax #: 4185/28.11
Municipality: Old Bridge
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement") is made the ___ day of November, 2019, by **R.D.K., INC.** ("Grantor"), under authority of Bruce Carta, having an address of 332 Cherry Drive Steamboat Springs, Colorado 80487-3070, and Laura Carta a/k/a Laura Vento, having an address of 320 Lewis Street, Havre de Grace, Maryland 21078-3404, effective owners of all interests in the corporation, and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, Texas 77056-6106, its successors and assigns ("Grantee").

WHEREAS, by agreements dated (i) April 15, 1968 and recorded in the Middlesex County Clerk's Office in Deed Book 2616 at Page 1141, (ii) January 26, 1995 and recorded in the Middlesex County Clerk's Office in Deed Book 4227 at Page 387, and (iii) May 3, 1996 and recorded in the Middlesex County Clerk's Office in Deed Book 4329 at Page 700, as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement"), Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto Grantee or Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products, upon, under, or across those certain lands located in the Township of Old Bridge, Middlesex County, New Jersey, and described as follows:

Block 4185, Lot 28.11 as described in a deed dated December 8, 1978 and recorded in the Middlesex County Clerk's Office on December 8, 1978 in Deed Book 3066, Page 128 (the "Property");

WHEREAS, at the request of Grantee, Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline(s) is/are constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection

equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way" and "Area of Right of Way", all as shown on Transco Drawing No. 24-1947-80-06C-D/NJ-MI-17, dated February 19, 2018, with revisions through April 5, 2018 (five pages), a copy of which is attached hereto and made a part hereof as Exhibit A.

3. During the course of construction of the first of the additional pipelines, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way described above, such strip (or strips) of land being designated as "Total Areas of Temporary Work Space Outside Existing Right of Way" on Transco Drawing No. No. 24-1947-80-06C-D/NJ-MI-17.

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after the date hereof, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the Property to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

6. Grantor specifically covenants and agrees:

(a) The areas of land, first above described, are the permanent right of way and easements granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter the Property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter the Property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair the Property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

7. Grantor hereby makes the following representations as to ownership and title to the Property:

(a) The record owner of the Property is R.D.K., Inc. ("RDK") by virtue of a deed dated December 8, 1978 and recorded in the Middlesex County Clerk's Office on December 8, 1978 in Deed Book 3066, Page 128;
(b) RDK was owned by Russell Kerestes ("Russell"), as a sole shareholder;
(c) RDK has been a defunct corporation since 1997 when its corporate charter was revoked by the State of New Jersey;
(d) Russell died on February 2, 2015, with a will that was never admitted to probate and, therefore, New Jersey intestacy laws control;
(e) At the time of his death, Russell had a wife, Mary Ann Kerestes ("Mary Ann"). Russell also had two children, Kathy Mairella and Diane Hollasch, from a prior marriage, both of whom renounced and disclaimed all interests in RDK, including the Property, that passed to them under New Jersey intestacy laws;
(f) Therefore, as of the date of Russell's death, Mary Ann owned all of the interests in RDK, including the Property;
(g) On March 15, 2017, Mary Ann died, with a will, devising all of her property and interests to her only children, the signatories herein;

Grantor will defend, save harmless and indemnify Grantee from any claims or suits which may be asserted against Grantee arising out of any breach or misrepresentation of the warranties of Grantor contained herein.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted, except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless Grantor from any claims or suits which may be asserted against Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective

parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

It is further agreed that this Agreement may be executed in counterparts, all of which together will constitute a single instrument.

IN WITNESS WHEREOF, Grantor have set his hand this 18 day of November, 2019.

Bruce Carta

ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF ROUTT

On this, the 18 day of November, 2019 before me, a Notary Public of the State of Colorado , the undersigned, Bruce Carta, one of two effective owners of all interests in RDK, Inc., personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the uses and purposes therein contained.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

MARIE-HELENE ROSS
Notary Public
State of Colorado
Notary ID # 20084038668
My Commission Expires 11-15-2020

MARIE HELENE ROSS
Printed Name

My Commission Expires: 11/15/20

IN WITNESS WHEREOF, Grantor have set her hand this 17th day of November, 2019.

Laura Carta

Laura Carta A/K/A Laura Vento

ACKNOWLEDGMENT

STATE OF MARYLAND

COUNTY OF HARFORD

On this, the 17th day of November, 2019, before me, a Notary Public of the State of Maryland, the undersigned, Laura Carta A/K/A/ Laura Vento, one of two effective owners of all interests in RDK, Inc., personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the uses and purposes therein contained.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Gabrielle Marie-Kim Joyner

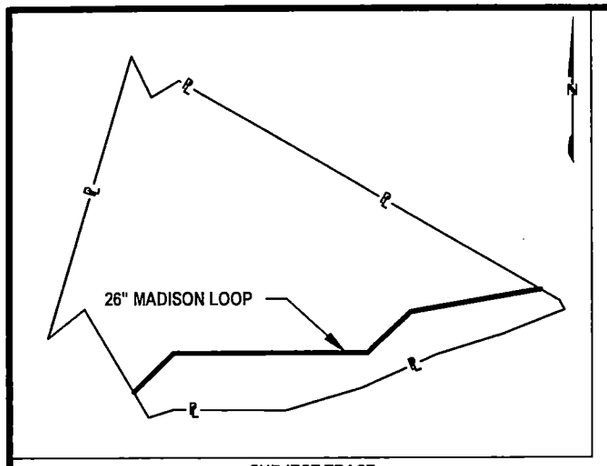
Printed Name

My Commission Expires: 10/02/2023

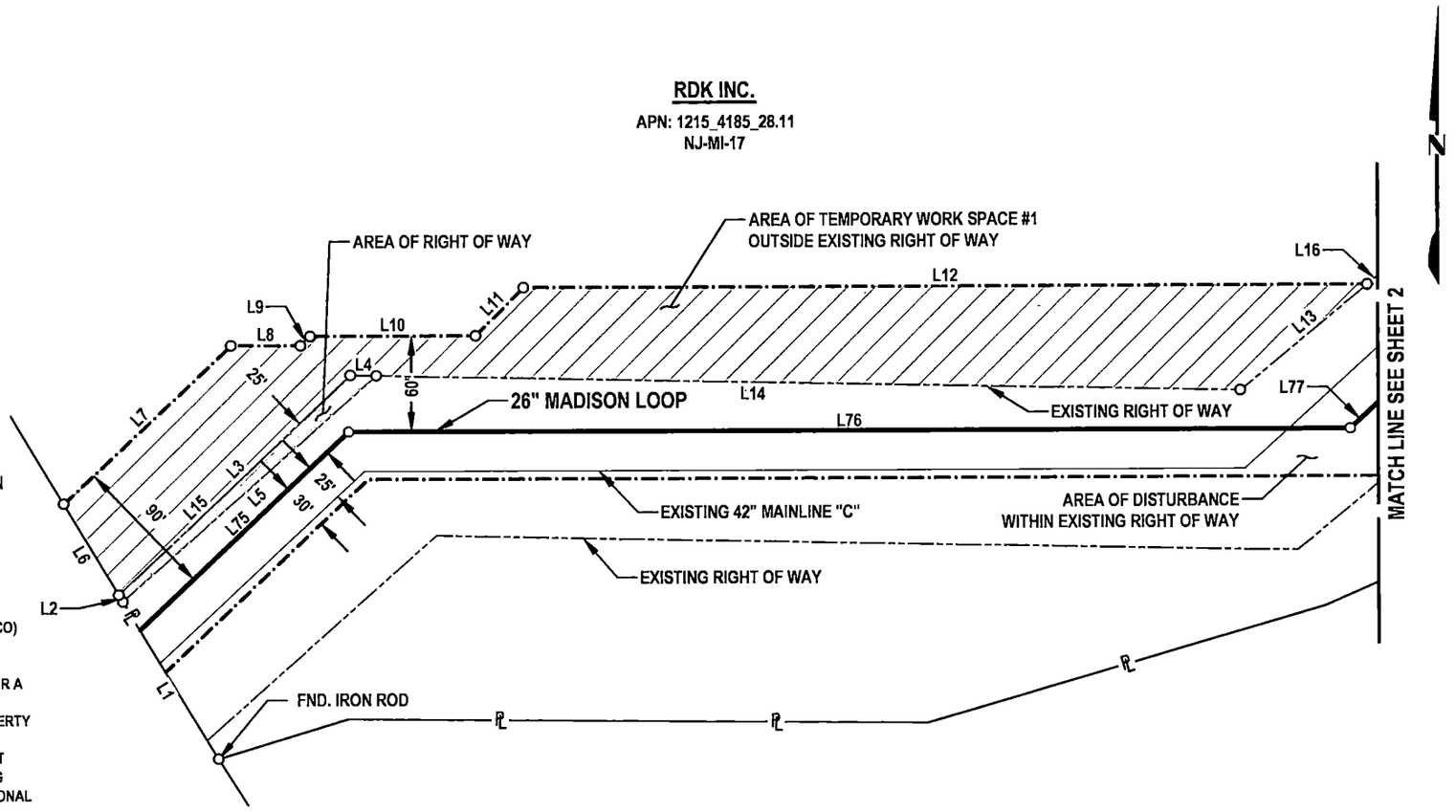
GABRIELLE MARIE-KIM JOYNER NOTARY PUBLIC HARFORD COUNTY, MD MY COMM. EXP. 10/02/2023

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Book17699/Page28 CFN#20190099803



RDK INC.
APN: 1215_4185_28.11
NJ-MI-17



PARKWOOD GARDENS ASSOCIATION/MADISON
APN: 1215_4185_10
NJ-MI-12

NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 1421.63 FEET
AREA OF EXISTING RIGHT OF WAY ..... 3.21 ACRES
AREA OF RIGHT OF WAY ..... 0.04 ACRE
TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 1.38 ACRES
AREA OF DISTURBANCE WITHIN EXISTING ACCESS ROAD ..... 0.93 ACRE
AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 2.29 ACRES
PROPERTY LINE .....
POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

NEW JERSEY LAND SURVEYOR LICENSE NO. 24GS0372070
THOMAS J. MURPHY
DATE:

0 100 200 300
SCALE IN FEET

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	04/05/18	STC	ISSUED FOR CONDEMNATION	1185727	W.	EL

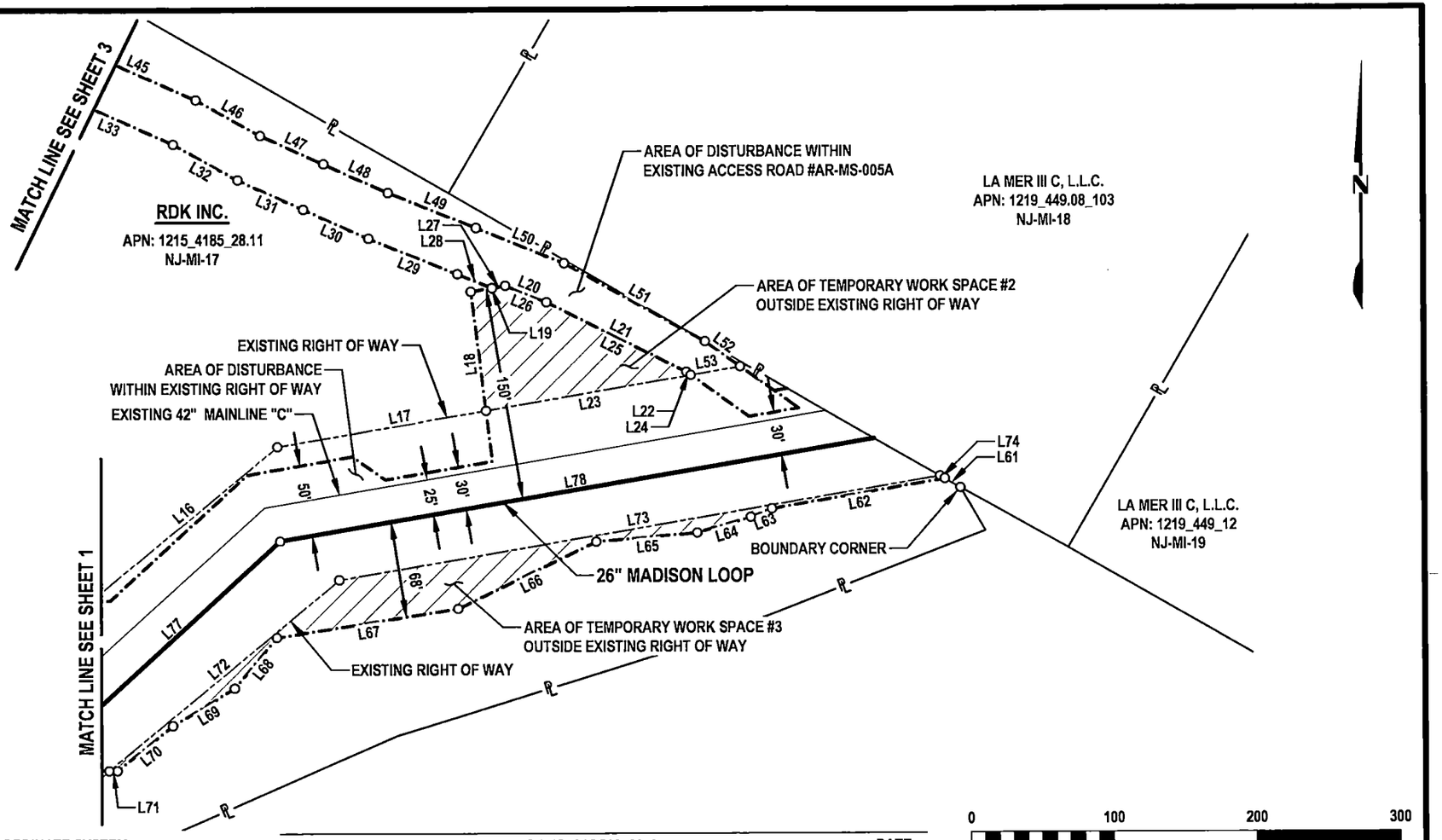
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT 26" MADISON LOOP,
AREA OF RIGHT OF WAY, AREA OF TEMPORARY WORK SPACE
AND AREA OF DISTURBANCE WITHIN EXISTING ACCESS ROAD
CROSSING THE PROPERTY OF
RDK INC.
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/19/18	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: W.	DATE: 02/19/18	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 02/19/18	DRAWING NUMBER: 24-1947-80-06C-D/NJ-MI-17	SHEET 1 OF 5
WO: 1185727	NJ-MI-17_RDK	1:47pm 4/5/2018 Tuan.Le2 K:\MAPPING\MJLATLOOP\C857_16LAND\06C-PLAT\Pla1024-1947-80-06C-D-NJ-MI-17.dwg	

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Book17699/Page29 CFN#20190099803



NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 1421.63 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 3.21 ACRES
   AREA OF RIGHT OF WAY ..... 0.04 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 1.38 ACRES
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NEW JERSEY LAND SURVEYOR LICENSE NO. 24GS0372070
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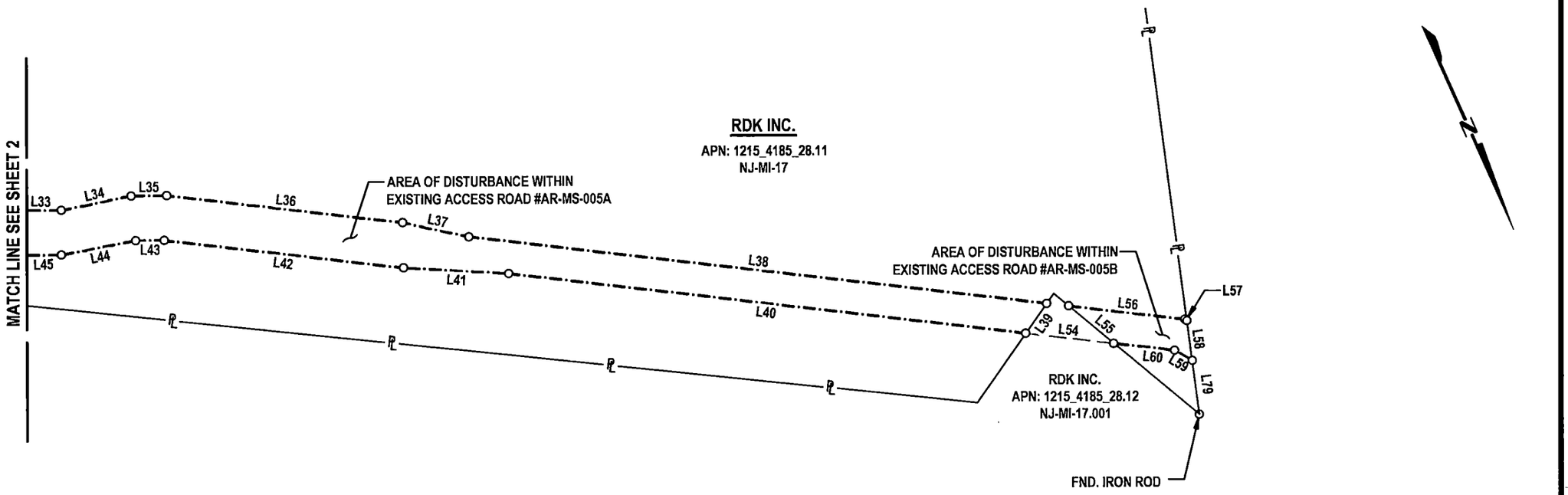
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT 26" MADISON LOOP,
AREA OF RIGHT OF WAY, AREA OF TEMPORARY WORK SPACE
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RDK INC.
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

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APPROVED BY: EL	DATE: 02/19/18	DRAWING NUMBER: 24-1947-80-06C-D/NJ-MI-17	SHEET 2 OF 5
WO: 1185727	NJ-MI-17_RDK	1:47pm 4/5/2018 Town Lo2 K:\MAPPING\WJ\LATLOOP\0857_16\LAM\06C-PLAT\PlatS24-1947-80-06C-D-NJ-MI-17.dwg	

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Book17699/Page30 CFN#20190998O3



NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 1421.63 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 3.21 ACRES
   AREA OF RIGHT OF WAY ..... 0.04 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 1.38 ACRES
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NEW JERSEY LAND SURVEYOR LICENSE NO. 24GS0372070
THOMAS J. MURPHY

DATE:

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0	04/05/18	STC	ISSUED FOR CONDEMNATION	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT 26" MADISON LOOP,
AREA OF RIGHT OF WAY, AREA OF TEMPORARY WORK SPACE
AND AREA OF DISTURBANCE WITHIN EXISTING ACCESS ROAD
CROSSING THE PROPERTY OF
RDK INC.
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/19/18	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: W.	DATE: 02/19/18	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 02/19/18	DRAWING NUMBER: 24-1947-80-06C-D/NJ-MI-17	SHEET 3 OF 5
WO: 1185727	NJ-MI-17_RDK	1:47pm 4/5/2018 Tuan.Le2 K:\MAPPING\NJ\ATLOOP\0857_16\LAND\06C-PLAT\Plat\24-1947-80-06C-D-NJ-MI-17.dwg	

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CONNECTION COURSES

LINE #	BEARING	DISTANCE
L1	N 30° 57' 56" W	115.50'
L16	N 50° 15' 02" E	169.53'
L17	N 80° 07' 09" E	148.03'
L54	N 59° 11' 11" W	68.83'
L61	N 59° 55' 26" W	12.68'
L79	N 16° 33' 07" E	42.62'

AREA OF RIGHT OF WAY

LINE #	BEARING	DISTANCE
L2	N 30° 57' 56" W	4.89'
L3	N 46° 22' 24" E	199.89'
L4	S 88° 56' 14" E	16.25'
L5	S 48° 09' 57" W	212.62'

AREA OF TEMPORARY WORK SPACE #1 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L6	N 30° 57' 56" W	66.62'
L7	N 46° 22' 24" E	144.00'
L8	N 89° 54' 51" E	43.55'
L9	N 46° 22' 24" E	8.42'
L10	N 89° 54' 51" E	103.27'
L11	N 44° 54' 51" E	42.43'
L12	N 89° 54' 51" E	526.57'
L13	S 50° 15' 02" W	102.80'
L14	N 88° 56' 14" W	555.76'
L15	S 46° 22' 24" W	199.89'

AREA OF TEMPORARY WORK SPACE #2 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L18	N 07° 10' 53" W	84.24'
L19	N 80° 06' 17" E	24.56'
L20	S 68° 07' 14" E	31.16'
L21	S 63° 26' 07" E	109.47'
L22	S 54° 25' 59" E	3.82'
L23	S 80° 07' 09" W	145.77'

AREA OF DISTURBANCE WITHIN EXISTING ACCESS ROAD #AR-MS-005A

LINE #	BEARING	DISTANCE
L24	N 54° 25' 59" W	3.82'
L25	N 63° 26' 07" W	109.47'
L26	N 68° 07' 14" W	31.16'
L27	S 80° 06' 17" W	9.50'
L28	N 68° 07' 14" W	26.16'
L29	N 68° 07' 16" W	66.86'
L30	N 65° 50' 53" W	50.00'
L31	N 65° 50' 55" W	50.42'
L32	N 60° 52' 34" W	51.66'
L33	N 66° 00' 32" W	92.53'
L34	N 77° 24' 04" W	56.40'
L35	N 66° 05' 18" W	27.91'
L36	N 59° 11' 11" W	185.07'
L37	N 53° 45' 15" W	52.82'
L38	N 59° 11' 11" W	453.92'
L39	N 59° 01' 04" E	28.37'

NOTES:

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2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 1421.63 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 3.21 ACRES
   AREA OF RIGHT OF WAY ..... 0.04 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 1.38 ACRES
   AREA OF DISTURBANCE WITHIN EXISTING ACCESS ROAD ..... 0.93 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 2.29 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

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NEW JERSEY LAND SURVEYOR LICENSE NO. 24GS0372070
THOMAS J. MURPHY

DATE:

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	04/05/18	STC	ISSUED FOR CONDEMNATION	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT 26" MADISON LOOP,
AREA OF RIGHT OF WAY, AREA OF TEMPORARY WORK SPACE
AND AREA OF DISTURBANCE WITHIN EXISTING ACCESS ROAD
CROSSING THE PROPERTY OF
RDK INC.
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/19/18	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: W.	DATE: 02/19/18	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 02/19/18	DRAWING NUMBER: 24-1947-80-06C-D/NJ-MI-17	SHEET 4 OF 5
WO: 1185727	NJ-MI-17_RDK	1:47 pm 4/5/2018 Tevan.Le2 K:\MAP\NC\NJ\LATLOOP\0857_16\LAND\06C-PLAT\Plat\24-1947-80-06C-D-NJ-MI-17.dwg	

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CONTINUED AREA OF DISTURBANCE WITHIN EXISTING ACCESS ROAD #AR-MS-005A

LINE #	BEARING	DISTANCE
L40	S 59° 11' 11" E	406.19'
L41	S 62° 40' 47" E	82.07'
L42	S 59° 11' 11" E	187.95'
L43	S 66° 05' 17" E	22.33'
L44	S 76° 44' 28" E	59.85'
L45	S 66° 00' 32" E	94.10'
L46	S 60° 52' 34" E	51.71'
L47	S 65° 50' 55" E	48.90'
L48	S 65° 50' 53" E	49.31'
L49	S 68° 07' 16" E	66.16'
L50	S 68° 07' 14" E	66.62'
L51	S 60° 53' 40" E	112.78'
L52	S 54° 26' 00" E	30.40'
L53	S 80° 07' 09" W	35.08'

AREA OF DISTURBANCE WITHIN EXISTING ACCESS ROAD #AR-MS-005B

LINE #	BEARING	DISTANCE
L55	S 25° 59' 15" E	45.66'
L56	N 59° 11' 11" W	91.28'
L57	N 35° 28' 33" W	1.67'
L58	N 16° 33' 07" E	31.71'
L59	S 35° 28' 33" E	15.94'
L60	S 59° 11' 11" E	47.83'

AREA OF TEMPORARY WORK SPACE #3 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L62	S 80° 04' 41" W	122.59'
L63	S 67° 56' 46" W	15.98'
L64	S 73° 45' 25" W	39.04'
L65	S 84° 56' 29" W	70.92'
L66	S 64° 02' 16" W	107.69'
L67	S 80° 52' 59" W	128.52'
L68	S 39° 37' 33" W	46.37'
L69	S 58° 39' 43" W	50.74'
L70	S 50° 41' 28" W	50.23'
L71	S 89° 54' 51" W	5.89'
L72	N 50° 15' 02" E	210.25'
L73	N 80° 07' 09" E	426.50'
L74	S 59° 55' 26" E	3.77'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L75	N 46° 22' 24" E	180.24'
L76	N 89° 54' 51" E	624.96'
L77	N 47° 18' 05" E	194.42'
L78	N 80° 06' 18" E	422.01'

NOTES:

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2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 1421.63 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 3.21 ACRES
   AREA OF RIGHT OF WAY ..... 0.04 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 1.38 ACRES
   AREA OF DISTURBANCE WITHIN EXISTING ACCESS ROAD ..... 0.93 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 2.29 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....
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NEW JERSEY LAND SURVEYOR LICENSE NO. 24GS0372070
THOMAS J. MURPHY
DATE:

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	04/05/18	STC	ISSUED FOR CONDEMNATION	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT 26" MADISON LOOP,
AREA OF RIGHT OF WAY, AREA OF TEMPORARY WORK SPACE
AND AREA OF DISTURBANCE WITHIN EXISTING ACCESS ROAD
CROSSING THE PROPERTY OF
RDK INC.
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/19/18	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: W.	DATE: 02/19/18	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 02/19/18	DRAWING NUMBER: 24-1947-80-06C-D/NJ-MI-17	SHEET 5 OF 5
WO: 1185727	NJ-MI-17_RDK	1:47 pm 4/5/2018 Tessa.Le2 K:\MAPPING\MJULA\LOOP\2857_16\LAND\06C-PLAT\PlatS\24-1947-80-06C-D-NJ-MI-17.dwg	

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#7

COUNTY OF MIDDLESEX
CONSIDERATION 455,000.00
REALTY TRANSFER FEE 1591.50
DATE 5-2-80 BY

THIS DEED, made this 22nd day of May , 1980 BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a corporation existing under and by virtue of the laws of the State of Deleware, having an office at Gateway 1, Suite 500, in the City of Newark, in the County of Essex, and State of New Jersey herein designated as the Grantor, and M & K CONSTRUCTION CORP., a New Jersey Corporation, having its principal office located at 426 Morris Avenue, in the City of Elizabeth, in the County of Union and State of New Jersey, herein designated as the Grantee.

WITNESSETH, that the Grantor, for and in consideration of Four Hundred Fifty-Five Thousand ($455,000.00) Dollars, lawful money of the United States of America, to it in hand well and truly paid by the Grantee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the Grantee forever.

ALL that tract or parcel of land and premises, situate, lying and being in the Borough of Sayreville in the County of Middlesex and State of New Jersey, more particularly described as follows:

FIRST TRACT

BEGINNING at a point in the westerly line of lands now or formerly belonging to Garden State Parkway, said point being distant South 30 degrees 17 minutes 08 seconds East 1811.34 feet from the Northeasterly corner of lands now or formerly belonging to Kaplan & Sons Construction Co. Inc., said corner also being the intersection of the westerly line of lands now or formerly belonging to Garden State Parkway with the southerly right-of-way line of Ernston Road and running thence (1) Along the westerly line of lands of the Garden State Parkway South 30 degrees 17 minutes and 08 seconds East 1118.00 feet to a point;

thence (2) Along the southerly line of lands of the Garden State Parkway North 61 degrees 18 minutes 39 seconds East 248.00 feet to a point; thence (3) Along the Cheesequake Relocation Channel South 19 degrees 03 minutes 29 seconds West 251.66 feet to a point; thence (4) Still along the Relocation Channel South 23 degrees 11 minutes 41 seconds East 130 feet more or less to the center line of Mellins or Melvins Creek; thence (5) Southerly thence westerly along the center line of Mellins or Melvins Creek 3630 feet more or less to a point in the Borough of Sayreville, Township of Madison boundary line; thence (6) Along said boundary line North 49 degrees 26 minutes 30 seconds West 1240.00 feet more or less to the southerly line of lands nor or formerly belonging to Kaplan; thence (7) Along the line of Kaplan North 40 degrees 33 minutes 30 seconds East 1200.00 feet to a point; thence (8) Along the line of Kaplan North 09 degrees 16 minutes 00 seconds West 257.25 feet to a point; thence (9) Along the line of Kaplan North 41 degrees 30 minutes 00 seconds East 1540.39 feet to a point; thence (10) Along the line of Kaplan North 70 degrees 00 minutes 00 seconds East 111.20 feet to the point and place of BEGINNING.

BEING also known as Lot 12 and Lot 13 Block 449 as shown on the Borough of Sayreville Tax Map, Sheet No. 92.

SUBJECT HOWEVER

a) Rights of adjoining owners into and to Mellins or Melvins Creek.

b) Grant to New York Telephone Company, recorded in Middlesex County Clerk's Office in Book 481, page 556.

c) Slope and drainage rights to New Jersey Highway Authority for that portion of the subject premises that immediately abuts Garden State Parkway, Section 7, which are recorded in the Deed Book 2467, page 552.

d) Right of adjoining owners in and to Cheesequake Creek.

BOOK 3148 PAGE 790

e) Subject to outstanding riparian rights, in and to any portion of the premises that are deemed to be meadow lands, all in the State of New Jersey.

f) Easements and restrictions of record, if any,

Being the same premises conveyed to Transcontinental Production Company by Hedsey Company, a partnership dated April 15, 1968 and recorded in Middlesex County Clerk's Office in Book 2617 of Deeds, page 256.

Being part of the premises conveyed to Transcontinental Gas Pipe Line Corporation by Deed from Transco Exploration Company, dated August 25, 1975 and recorded in Middlesex County Clerk's Office, Book 2902, page 49.

SECOND TRACT

BEGINNING at the intersection of the southeasterly line of Ernston Road with the westerly right-of-way line of Garden State Parkway; said westerly right-of-way line extends from a point having coordinates, based on the New Jersey Plane Coordinate System, of N592, 510, E2 107, 565 through a point having coordinates of N592, 890, E2 107, 165; and running thence, (1) Southwestwardly, along the southeasterly line of Ernston Road, by its various courses, a distance of six hundred twenty four (624) feet to a point thence, (2) Southeastwardly, a distance of two thousand nine hundred ninety (2990) feet, more or less, to a point in the northwesterly line of Cheesequake Creek, as relocated by Parkway Construction; thence (3) Northeastwardly along the northwesterly line of Cheesequake Creek by coordinated bearing of north sixty one degrees, eighteen minutes, thirty nine seconds, east (N 61° 18' 39" E), a distance of three hundred sixty (360) feet to the westerly right-of-way line of Garden State Parkway; said westerly right-of-way line connects a point having coordinates of N590, 220 E2, 109, 267 with a point having coordinates of N590, 700 E2, 108, 956; thence (4) Northwestwardly, along said

BOOK 3148 PAGE 791

westerly right-of-way line a distance of two hundred thirty (230) feet, more or less, to the point having coordinates of N590, 700 E2, 108, 956; thence (5) Southwestwardly, still along the said westerly right-of-way line a distance of thirty (30) feet, more or less, to a point having coordinates of N590, 684 E2, 108, 930; thence (6) Northwestwardly, still along the said westerly right-of-way line, a distance of three hundred five (305) feet, more or less, to a point having coordinates of N 590, 937 E2, 108, 758; thence (7) Northeastwardly, still along the said westerly right-of-way line, a distance thirty (30) feet more or less, to a point having coordinates of N590, 953 E2, 108, 784; thence (8) Northwestwardly, still along the said right-of-way line, a distance of eight hundred eighty nine feet and nineteen hundredths (889.19) of a foot to a point having coordinates of N591, 691 E2, 108, 288; thence (9) Northwestwardly, still along the said right-of-way line, a distance of one thousand ninety two feet and forty seven hundredths (1092.47) of a foot to a point having coordinates of N592, 510 E2, 107, 565; thence (10) Northwestwardly still along the said right-of-way line, through the aforementioned point having coordinates of N592, 890 E2, 107, 165 a distance of six hundred one feet and seventy three hundredths (601.73) of a foot, more or less to the point of BEGINNING.

BEING also know as Lot 10 on Block 449 as shown on the Borough of Sayreville Tax Map, Sheet No. 92.

Subject to rights, public and private, in and to Melvins Creek or Mellins Creek in Cheesequake Creek together with flooding, drainage rights if any appurtenant thereto.

Subject to rights of the United States and the State of New Jersey in lands now or formerly flowed by tide waters.

Being the same premises conveyed to Transcontinental Production Company by deed of the New Jersey Highway Authority dated June 2, 1967 and recorded in Middlesex County Clerk's Office in Book 2582 of Deeds, page 1199.

Being part of the premises conveyed to Transcontinental Gas Pipe Line Corporation by Deed from Transco Exploration Company dated August 25, 1975 and recorded in Middlesex County Clerk's Office, Book 2902, page 49.

Transcontinental Production Company changed its name and became Transcontinental Exploration Company.

The above two tracts of land are also described as follows:

All that certain tract or parcel of land situate, lying and being in the Borough of Sayreville, County of Middlesex and State of New Jersey and being more fully described as follows:

FIRST TRACT

BEGINNING at a point which is distant 1,811.34 feet on a course of South 30 degrees 17 minutes 08 seconds East from the Northeasterly corner of lands now or formerly of Kaplan & Sons Construction Co. Inc., which corner is on the southeasterly side line of Ernston Road and is also the intersection of the westerly line of lands now or formerly of the Garden State Parkway with the said southeasterly Right of Way Line of Ernston Road and from said point of BEGINNING running thence;

(1) South 30 degrees 17 minutes 08 seconds East 1167 feet more or less to a point; thence

(2) North 72 degrees 15 minutes 52 seconds East, 230 feet more or less to a point in the northwesterly side line of Cheesequake Creek Relocation Channel; thence

(3) Along the same South 30 degrees 00 minutes 42 seconds West 251.66 feet to a point; thence

(4) South 12 degrees 14 minutes 28 seconds East 1230 feet more or less to a point in the center line of Mellins or Melvins Creek.

(5) Along the same southwesterly, westerly and northwesterly and again southwesterly and then in a general northwesterly direction 2380 feet more or less to a point in the division line between lands of the Borough of Sayreville on the northeast and the Township

BOOK 3148 PAGE 793

of Old Bridge (formerly Township of Madison) on the southwest; thence

(6) Along said line North 49 degrees 26 minutes 30 seconds West 1240 feet more or less to a point in the line of lands now or formerly of Kaplan & Sons Construction Co. Inc., thence

(7) North 40 degrees 33 minutes 30 seconds East along the same 1200.00 feet to a point; thence

(8) Still along the same North 9 degrees 16 minutes 00 seconds West 257.25 feet to a point; thence

(9) Still along the same North 41 degrees 30 minutes 00 seconds East 1540.39 feet to a point; thence

(10) Still along the same North 70 degrees 00 minutes 00 seconds East 111.20 feet to the point of BEGINNING.

SECOND TRACT

BEGINNING at a point in the southeasterly side line of Ernston Road where the same is intersected by the southwesterly side line of the Garden State Parkway and from said point of beginning running thence;

(1) Along the aforesaid southeasterly side line of Ernston Road in a general southwesterly direction 579 feet more or less to a point; thence

(2) South 30 degrees 17 minutes 08 seconds East 2,978 feet more or less to a point; thence

(3) North 72 degrees 15 minutes 52 seconds East 459 feet more or less to a point in the aforesaid southwesterly side line of the Garden State Parkway; thence

(4) North 21 degrees 59 minutes 11 seconds West 233.85 feet to a point; thence

(5) Still along the same South 69 degrees 20 minutes 46 seconds West 30.53 feet to a point; thence

(6) Still along the same North 23 degrees 15 minutes 21 seconds West 305.93 feet to a point; thence

(7) North 69 degrees 20 minutes 46 seconds East 30.53 feet to a point; thence

(8) North 22 degrees 57 minutes 03 seconds West 889.19

BOOK 3148 PAGE 794

feet to a point; thence

(9) Still along the same North 30 degrees 29 minutes 02 seconds West 1,092.47 feet to a point; thence

(10) North 35 degrees 30 minutes 56 seconds West 625 feet more or less to the aforesaid southeasterly side line of Ernston Road and the point and place of BEGINNING.

The above descriptions are made in accordance with a survey made by Abbington-Neys Associates, Consulting Engineers, Land Surveyors, Professional Planners, dated December 21, 1979 consisting of two sheets, Sheet #1 Firt Tract and Sheet #2 Second Tract.

Excepting and reserving from both tracts to the said Trans-continental Gas Pipe Line Corporation, its successors and assigns forever, a right of way andeasement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing from time to time, one or more pipe lines, including but not limited to the pipe line now installed in said easement together with valves, tie-overs and other appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products upon, under or across a strip of land running from the westerly line of Garden State Parkway to a point in the Borough of Sayreville, Township of Madison boundary line. The northerly line of which is a line parallel to and distant fifty (50) feet northerly, measured at right angles from the existing forty two inch pipe line and the southerly line is a line parallel and distant seventy-five (75) feet, measured at right angles from the existing forty-two (42) inch pipe line.

Together with such other rights as may be necessary or convenient for the full enjoyment or use of rights herein granted, which such rights shall include among others:

(a) The right to enter upon the right of way and easement herein excepted and reserved and to pass along said strip with material, equipment and men, at such times as grantor may elect.

(b) The right from time to time to keep said right of way free from tree, undergrowth and all other obstructions that may

BOOK 3148 PAGE 795

endanger or interfere with the construction, operation and maintenance of the grantor's pipe line.

(c) The right to assign this exception and reservation in whole or in part.

The grantee specifically covenants and agrees:

(a) The easement above described is the permanent right of way excepted and reserved.

(b) The grantee will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said permanent right of way or any part thereof, or use the said permanent rightof way or any part thereof, in such a way as to interfere with the grantor's immediate and unimpeded access to said permanent right of way or otherwise interfere with the grantor's lawful exercise of any rights herein excepted and reserved without first having obtained the grantor's approval in writing and the grantee will not permit others to do any of said acts without such approval.

Grantee shall have the right to construct, install and maintain driveways, street, water, sewer and other utility lines over, under and across Grantor's right of way, (but said driveways, streets, water, sewer and other utility lines shall not be constructed or installed longitudinally within Grantor's right of way), provided that Grantee maintains a minimum earth cover over Grantor's pipe line of 36" at any such driveway or street and a minimum clearance of 12" between any such utility lines and Grantor's pipe lines, and provided that the construction and maintenance of Grantee's said improvements and facilities does not affect the safety of Grantor's pipe lines. Grantee shall furnish to Grantor, at a reasonable time prior to beginning any such work, reasonably detailed plans showing the work to be done and materials to be used with a request for written approval thereof; approval by Grantor shall not be unreasonably witheld.

BOOK 3148 PAGE 796

Grantee's right to construct and maintain such improvements and facilities shall be subject to the paramount right of Grantor to construct, operate, maintain, repair, alter, change the size of and replace its pipe lines and to cut through such improvements and facilities of Grantee in so doing, it being distinctly understood and agreed, however, that any damage done to Grantee's said improvements and facilities shall be promptly repaired by the Grantor.

Further excepting and reserving to the grantor a right of way and easement for men and equipment for ingress and egress to grantor's easement and right of way herein excepted and reserved over the existing lands above described which are herein being conveyed by the Grantor to the Grantee, utilizing the present roads and trails and any other means available to gain access to grantors right of way for the purposes described above in the exception and reservation. This exception and reservation of a right of way and easement for ingress and egress shall cease upon grantee's completed construction of new roads across grantor's right of way and easement which roads connect to the present public roads. It being distinctly understood that the Grantor, upon the completed construction of new roads, is hereby granted the right to use said new roads. It being the intention of the parties hereto that the grantor shall have access to its easement and right-of-way for men and equipment over available roads from Ernston Road to said exception and reservation.

To have and to hold said reserved right of way and easement unto the said Grantor, its successors and assigns, for so long as a pipe line is maintained thereon.

It is further covenanted and agreed that no building in excess of three stories shall be built on the lands above described which are herein being conveyed by the Grantor to the Grantee within 660 feet measured at right angles from the easement. This covenant

and restriction shall apply to and is forever binding upon the Grantee, its successors and assigns and is imposed on said realty as an obligation or charge against the same for the benefit of the Grantor, its successors and assigns, and shall continue and be in existance as long as a pipeline is maintained thereon by the Grantor, its successors and assigns.

It is further covenanted and agreed that the right of way and easement hereby excepted and reserved will be supported laterally by the subsoil and the minerals in and under the lands above described which are herein being conveyed by the Grantor to the Grantee. In case however, Grantee excavates or mines the lands herein conveyed, Grantee will provide sufficient support, either natural or artificial to the full 125 foot wide easement being excepted and reserved. This covenant and restriction shall apply and is forever binding upon the Grantee, its successors and assigns and is imposed on said realty as an obligation or charge against the same for the benefit of the Grantor, its successors and assigns, and shall continue and be in existence as long as a pipe line is maintained thereon by the Grantor, its successors and assigns.

It is agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding and inure to the benefit of the respective parties hereto, their respective heirs, executors, administrators, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

TOGETHER, with all and singular buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; AND ALSO all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity of, in and to the premises herein described, and every part and parcel thereof, with the

appurtenances subject to the exceptions and reservations above set forth. TO HAVE AND TO HOLD all and singular, the premises herein described, together with the appurtenances, unto the Grantee and to Grantee's proper use and benefit forever.

AND the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed an act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representative, successors and assigns" had been inserted after each and every designation.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

By: _____
PRESIDENT
Jay C. Mc Elroy

ATTEST:

_____
Assistant SECRETARY
Virginia L. O'Brien

STATE OF TEXAS:
SS:
COUNTY OF HARRIS:

BE IT REMEMBERED, that on May 23rd, 1980 before me, A Notary Public of Texas, personally appeared Virginia L. O'Brien who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Assistant Secretary of TRANSCONTINENTAL GAS PIPE LINE CORPORATION, the corporation named in the within instrument; that Jay C. McElroy is the Vice President, Operations of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Jay C. McElroy, Vice President, Operations as and for the voluntary act and deed of said Corporation, in presence of deponent who thereupon subscribed her name thereto as attesting witness and the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c49, Sec 1(c), is $455,000.00.

Sworn and subscribed
before me the date aforesaid.

Shirley Ann Davidson
SHIRLEY ANN DAVIDSON
Notary Public in and for Harris County, Texas
My Commission expires Jan. 13, 1984

Prepared by: A. DUDLEY WATSON, ESQ.

Virginia L. O'Brien
Assistant Secretary
Virginia L. O'Brien

5925

RECORDED
CLERK
WICK, N.J.

80 JUL 2 P12: 35
BOOK 3148 PAGE 789
THOMAS J. MOLYNEUX
COUNTY CLERK

555 = 2 347 A00692.50 TX
555 = 2 348 A00019.25 00

BOOK 3148 PAGE 801

D E E D

TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Corporation of the State of Delaware

TO

MICHAEL KAPLAN

DATED: MAY 22. 1980

WATSON & WEBSTER
Counsellors at Law
390 George Street, P.O. Box 1185
New Brunswick, NJ 08903

19.47

LAW OFFICES
EDWARD G. COHEN
426 MORRIS AVENUE
ELIZABETH, N. J.
07208

#7

[redacted]

MIDDLESEX COUNTY CLERK

Return To:

M&K CONSTRUCTION CORPORATION

Index DEED BOOK

Book 04853 Page 0384

No. Pages 0005

Instrument DEED W/O ABSTRA

Date : 12/11/2000

Time : 1:17:59

Control # 200012110476

INST# DE 2000 021562

Employee ID PALDIB

RECORDING	$	21.00
OVERCHARGE	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	21.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK

200012110476

THIS IS AN OFFICIAL DOCUMENT OF THE CLERK'S OFFICE USED IN RECORDING FOR THE IMAGING SYSTEM.

DO NOT REMOVE THIS PAGE. TO ACCESS THE IMAGE OF THE DOCUMENT RECORDED HEREUNDER BY BOOK AND PAGE NUMBER, USE THE BOOK AND PAGE NUMBER ABOVE.

Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

(4)

After Recording Return to:
Transcontinental Gas Pipe Line **Corporation**
Attn: Land - Level 10
P. O. Box 1396
Houston, TX 77251-1396

Line No. 11-107
R/W No. LB5A-1 & 5A-3
Municipality: Borough of Sayreville
Tax Map No. 126 & 126.02

REVISED RIGHT OF WAY AGREEMENT

00 DEC 11 PM 1:29

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

THIS REVISED AGREEMENT, made the 25th day of August, 2000, by and between M&K CONSTRUCTION CORPORATION, a corporation of the State of New Jersey, with its principal offices at 433 River Road, Highland Pak, New Jersey 08904 (herein after called Grantor) and Transcontinental Gas Pipe Line Corporation, a corporation of the State of Delaware, having an office at 2800 Post Oak Boulevard, Houston, Texas 77056 (hereinafter called Grantee),

WHEREAS, by a deed, dated May 22, 1980, recorded in the Middlesex County Clerk's Office in Deed Book 3148 Page 789, (herein individually and collectively referred to as the "Original Agreement") the Grantee did bargain, sell and convey unto the Grantor, its successors and assigns, a parcel of land located in the Borough of Sayreville, County of Middlesex State of New Jersey which is more particularly described in the aforementioned Original Agreement, and

WHEREAS, the Grantee reserved in that Original Agreement a right of way and easement for the purpose of constructing, operating and maintaining an existing and future pipeline facilities along with terms and conditions pertaining to the use of the right of way and easement by the Grantor, it successors and assigns, and

WHEREAS, both Grantor and Grantee now wish to modify and further clarify certain terms and conditions of that Original Agreement.

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledge, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the above mentioned Original Agreement, except that the terms and conditions are hereby supplemented, modified, amended and revised as set forth below. If any of the terms of this Revised Right of Way Agreement are inconsistent with any terms of the Original Agreement, it is intended that the terms of this Revised Right of Way Agreement shall govern.

1. Grantor, its successors and assigns, which could include a homeowners association, will not construct, place or allowed to be placed any above or below ground structures within the permanent right of way and easement described in the Original Agreement. This would include any utility lines or roadways except if those utility lines or roadways are designed to be placed horizontally and at right angles to the existing right of way and easement or as close thereto as practicable based on Transco's sole determination. Construction activities in the vicinity of the pipeline will be done in accordance with Transco's safety requirements and implemented at no cost to Transco..

Prepared by: Robert Greenwell
Robert Greenwell

2 Grantor, its successors and assigns, which could include a homeowners association, will provide to Grantee, its successors or assigns, copies of any plans to construct utility lines or roadways crossing the existing right of way and easement. Approval of said purposed plans must be obtained from Grantee prior to construction. Grantee shall not unreasonably withhold or delay such approval.

It is agreed that the aforesaid Original Agreement and this Agreement cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, except for an Encroachment Agreement, signed and executed simultaneously with this Revised Agreement, have been made modifying, adding to, or changing the terms thereof.

It is further agreed that the two terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seal to the day and year first above written.

ATTEST: M&K CONSTRUCTION CORPORATION

Ronald S. Blumstein, Secretary

Michael Kaplan, President

STATE OF NEW JERSEY :

SS.:

COUNTY OF MIDDLESEX :

I CERTIFY that on August 25, 2000, RONALD S. BLUMSTEIN personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of M&K Construction Corp., the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Michael Kaplan, President of the corporation;

(c) this document 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 document; and

(e) this person signed this proof to attest to the truth of these facts.

Ronald S. Blumstein, Secretary

Signed and sworn to before me on
August 25, 2000

A Notary Public of the State of
New Jersey

Vicky L. Fierro
Notary Public of New Jersey
My Commission Expires Feb. 17, 2003

UNANIMOUS CONSENT IN LIEU OF A SPECIAL MEETING OF THE MEMBERS OF M&K CONSTRUCTION CORP.

The undersigned, being all of the Directors of M&K Construction Corp., a New Jersey corporation the ("Company"), do hereby consent to and authorize the following action in the name of and on behalf of the Company:

RESOLVED, that the Company shall execute and deliver that certain revised Right-of-Way Agreement and Encroachment Agreement with Transcontinental Gas Pipe Line Corporation with respect to the LaMer Development in Sayreville, New Jersey.

RESOLVED, that the President and Secretary of the Company be and they hereby are authorized and instructed to execute and deliver, in the name of and on behalf of the Company, the above referenced Right-of-Way Agreement and Encroachment Agreement all in such form and substance as they deem necessary and appropriate.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Unanimous Consent this 25th day of August, 2000.

Michael Kaplan

Morris Kaplan

7

INSTR # 2018010240
O BK 17080 PG 182 Pgs 182 - 190; (9 pgs)
RECORDED 02/07/2018 02:19:37 PM
ELAINE M. FLYNN, COUNTY CLERK GO
MIDDLESEX COUNTY, NEW JERSEY

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

Official Use Only	
Date of Document 1/3/18	Type of Document Easement
First Party Name La mer LLC	Second Party Name Transcontinental Gas Pipe Line Company, LLC
Additional First Parties La mer V, LLC La mer VI, LLC	Additional Second Parties —

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block 449.08 449	Lot 103 12, 13.01, 10.03
Municipality Sayreville	Consideration [redacted]
Mailing Address of Grantee 99 Farber Road, Princeton, NJ 08540	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	Original Page

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.
This cover page is for use in Middlesex County, New Jersey only.
Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

9

Prepared by: _____

Line # NJ-MI-18, 19, 21 & 27
R/W # 5A-OL, 5A-1, 5A-1A & 5A3
Parcel # 449.08/103, 449/12, 449/13.01 & 449/10.03
Municipality: Sayreville
County: Middlesex
State: New Jersey

TEMPORARY WORK SPACE PERMIT/Easement

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

For and in consideration of [redacted] Dollars [redacted] in hand paid, the undersigned LA MER IIIC, LLC, LA MER V, LLC, and LA MER VI, LLC, each a New Jersey limited liability company, having an address of 433 River Road, Highland Park, New Jersey 08904 (collectively, with its successors and assigns, the **GRANTOR**), grant to **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106, (hereinafter called GRANTEE), the right to clear and use temporarily, during the construction of a natural gas pipeline, the area depicted and described on the attached Exhibit "A" as "Area of Temporary Workspace". This area shall be for Grantee's, its contractors, subcontractors, agents or assigns, use for a one-year period from the date construction activities begin or until all construction and restoration activities have been completed and satisfied in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

Grantor warrants and represents that Grantor owns the Property, and that no other person or entity owns an interest therein. Grantor also acknowledges that Grantee has submitted the necessary environmental applications to the New Jersey Department of Environmental Protection in connection with its proposed Northeast Supply Enhancement Project ("Project"), and hereby consents for Transco to apply for the necessary environmental permits and to conduct the Project activities across portions of this property.

Grantee will restore the area used, as nearly as practicable and permissible, to its prior condition and contour. Grantee will pay for any and all actual physical damages arising from its use of this area.

The Temporary Work Space Permit shall extinguish automatically without any need for further action by either party at midnight on the last day of the twelfth month after the completion of construction on the Grantor's property, unless further restoration is required by the Federal Energy Regulatory Commission or any other governmental agency with jurisdiction to require Grantee to perform restoration work on the property.

Grantor agrees that in the event Grantor enters into a real estate contract for sale of this property at any time during the term of this Temporary Work Space Permit, Grantor will inform the potential purchaser of the existence of this Temporary Work Space Permit and the purchaser's obligations to comply with its terms. Grantor also agrees to inform Grantee that the property is under contract within thirty (30) days of entering into such contract.

Grantee, by the acceptance hereof, covenants and agrees that it will defend and save harmless the Grantor from any claims or suits which may be asserted against the

Grantor arising out of any negligent acts of the Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

All agreements herein contained shall be deemed to run with the land and shall extend to and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

Signed this 3rd day of January, 2016 ~~2017~~.

WITNESS

Bret Kaplan

LA MER IIIC, LLC

Michael Kaplan, President

WITNESS

Bret Kaplan

LA MER V, LLC

Michael Kaplan, President

WITNESS

Bret Kaplan

LA MER VI, LLC

Michael Kaplan, President

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

On this 3rd day of January, 2017, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared Michael Kaplan, who acknowledged himself to be the President of La Mer IIIC, LLC, La Mer V, LLC and La Mer VI, LLC, each a limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability companies by himself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

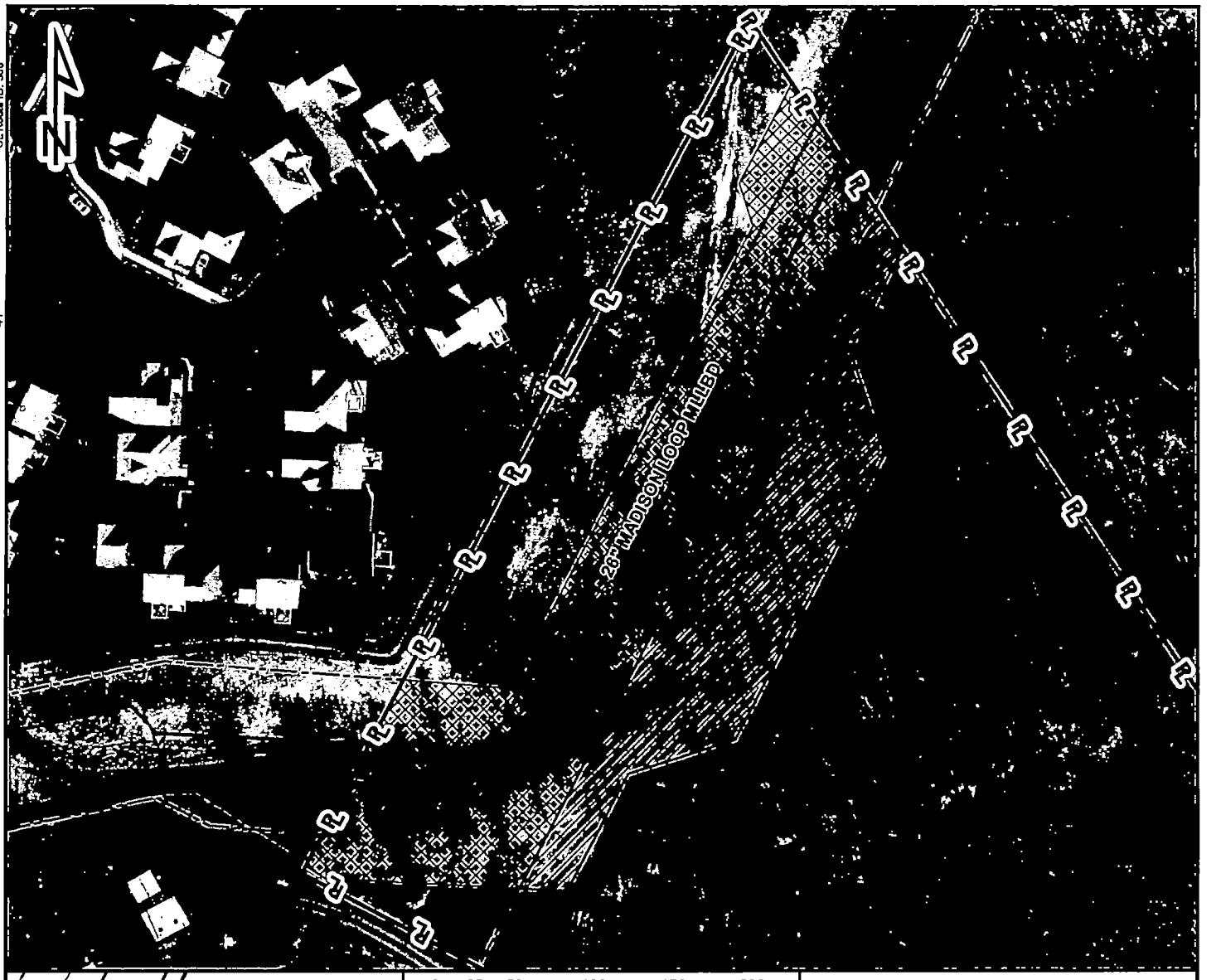
Liza Ann Glazner
Printed Name

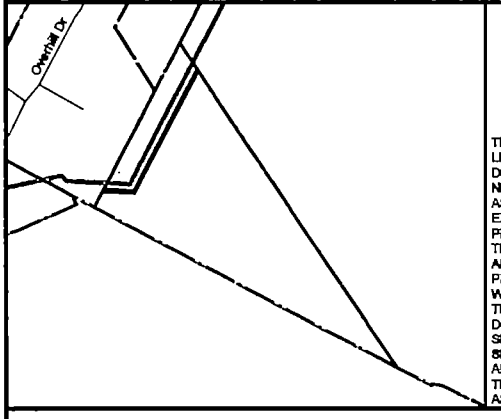
My Commission Expires: 6/27/21

LIZA ANN GLAZNER
A Notary Public of New Jersey
My Commission Expires June 27, 2021

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Exhibit "A"





0 25 50 100 150 200

1 " = 100 '

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORKSPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORKSPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORKSPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

LENGTH OF SURVEY LINE FOR RIGHT OF WAY	547.71 FEET
AREA OF TEMPORARY WORKSPACE	0.58 ACRES
AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY	0.97 ACRES
AREA OF MAINTAINED TGPL R/W	1.63 ACRES

LIMITS OF DISTURBANCE
PROPERTY LINE
EXISTING TRANSCO PIPELINE
EXISTING RIGHT OF WAY
EXISTING ROAD RIGHT OF WAY
EXISTING EDGE OF ROAD

Williams

TRANSCONTINENTAL GAS PIPE LINE CO., LLC
26" MADISON LOOP MLLBD

La Mer III C, L.L.C.

Middlesex County, NJ

R/W No: 5A-1 | Tract No: NJ-MI-19

APN: 1219_449_12 | Date: 5/24/2017

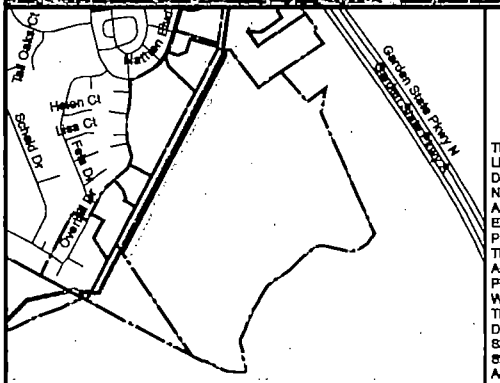
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CL Route ID: 308

41

Exhibit "A"





0 100 200 400 600 800

1 " = 400 '

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORKSPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORKSPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORKSPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

LENGTH OF SURVEY LINE FOR RIGHT OF WAY	2149.65 FEET
AREA OF TEMPORARY WORKSPACE	1.81 ACRES
AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY	3.31 ACRES
AREA OF MAINTAINED TGPL R/W	6.10 ACRES

LIMITS OF DISTURBANCE
EXISTING TRANSCO PIPELINE
EXISTING RIGHT OF WAY
PROPERTY LINE
EXISTING RIGHT OF WAY
EXISTING RIGHT OF WAY

Williams

TRANSCONTINENTAL GAS PIPE LINE CO., LLC
26" MADISON LOOP MLLBD

La Mer V LLC

Middlesex County, NJ

R/W No: 5A-1A | Tract No: NJ-MI-21

APN: 1219_449_13.01 | Date: 5/24/2017

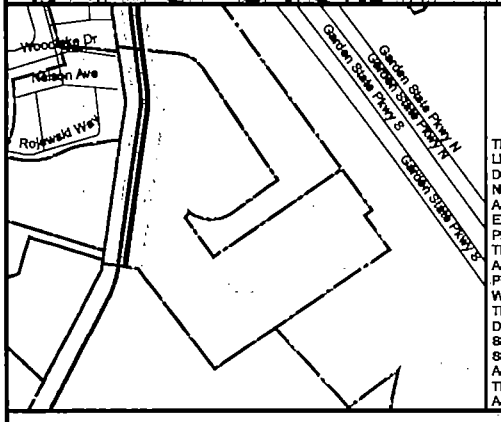
CL Route ID: 308

44

Document Path: \\wp-fs-ercgis-1.woodgroup.com\GIS_Projects\01_Projects\106259\03_Exhibits\19_Land_Exhibits\207_05_15_NJ\NJ_Drawings_2017_05_15\44_NJ-MI-21.mxd

Exhibit "A"





0 50 100 200 300 400

1 " = 200 '

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORKSPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORKSPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORKSPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

LENGTH OF SURVEY LINE FOR RIGHT OF WAY	1138.68 FEET
AREA OF TEMPORARY WORKSPACE	0.25 ACRES
AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY	2.30 ACRES
AREA OF MAINTAINED TGPL R/W	3.32 ACRES
LIMITS OF DISTURANCE	
AREA OF ACCESS ROADS	0.04 ACRES
PROPERTY LINE	
EXISTING TRANSCO PIPELINE	
EXISTING RIGHT OF WAY	
EXISTING ROAD RIGHT OF WAY	
EXISTING EDGE OF ROAD	

Williams

TRANSCONTINENTAL GAS PIPE LINE CO., LLC
26" MADISON LOOP MLLBD

La Mer V LLC

Middlesex County, NJ

R/W No: 5A-3 | Tract No: NJ-MI-27

APN: 1219_449_10.03 | Date: 5/24/2017

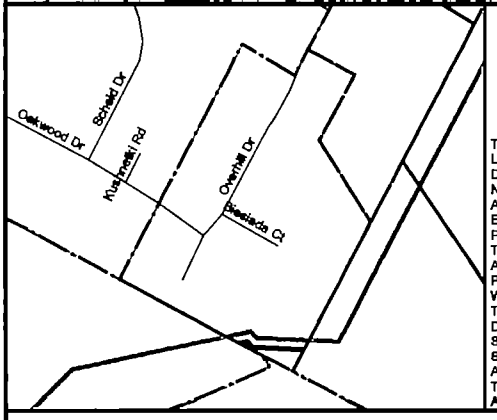
CL Route ID: 308

49

Document Path: \\wp-fs-arcgis-1.woodgroup.com\GIS_Projects\01_Projects\106259\03_Exhibits\19_Land_Exhibits\207_05_15_NJNJ_Drawings_2017_05_15\49_NJ-MI-27_001.mxd

Exhibit "A"





0 25 50 100 150 200

1 " = 100 '

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORKSPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORKSPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORKSPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

LENGTH OF SURVEY LINE FOR RIGHT OF WAY	174.93 FEET
AREA OF TEMPORARY WORKSPACE	0.01 ACRES
AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY	0.38 ACRES
AREA OF MAINTAINED TGPL R/W	0.40 ACRES

LIMITS OF DISTURBANCE
PROPERTY LINE
EXISTING TRANSCO PIPELINE
EXISTING RIGHT OF WAY
EXISTING ROAD RIGHT OF WAY
EXISTING EDGE OF ROAD

Williams

TRANSCONTINENTAL GAS PIPE LINE CO., LLC
26" MADISON LOOP MLLBD

La Mer III C, L.L.C.

Middlesex County, NJ

R/W No: 5AOL | Tract No: NJ-MI-18

APN: 1219_449.08_103 | Date: 5/24/2017

CL Route ID: 308

40

Document Path: \\wp-fs-arcgis-1.woodgroup.com\GIS_Projects\01_Projects\106259\03_Exhibits\19_Land_Exhibits\207_05_15_NJNJ_Drawings_2017_05_15\40_NJ-MI-18.mxd

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

INSTR # 2018050351
O BK 17201 PG 1363 Pgs 1363 - 1370; (8 pgs)
RECORDED 06/06/2018 12:27:14 PM
ELAINE M. FLYNN, COUNTY CLERK SM
MIDDLESEX COUNTY, NEW JERSEY

Official Use Only	
Date of Document 3/29/18	Type of Document Right of way
First Party Name Golden Age Development Group, LLC	Second Party Name Transcontinental Gas Pipe Line Company, LLC
Additional First Parties	Additional Second Parties

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block 451	Lot 1.10
Municipality Sayreville	Consideration [redacted]
Mailing Address of Grantee 99 Fairber Road Princeton, NJ 08540	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	Original Page

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.
This cover page is for use in Middlesex County, New Jersey only.
Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Prepared by: _____

Line #: 11-207
R/W #: 5A-5.1
Tax #: 451/1.10
Municipality: Sayreville
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 29th day of March, 2018 by and between **GOLDEN AGE DEVELOPMENT GROUP, LLC**, a New Jersey limited liability company, having an address at 60 Monmouth Park Highway, West Long Branch, New Jersey 07764 (hereinafter called GRANTOR whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated February 8, 2007 and recorded in the Middlesex County Clerk's Office, in Deed Book 5881 at Page 575 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, inspecting, operating, repairing, altering, replacing, changing the size of, and removing its pipeline and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products or other liquids, gases or substances of any kind which can be transported through pipelines, under, upon, over, through and across those certain lands located in the Borough of Sayreville, Middlesex County, New Jersey, and described as follows:

Block 451, Lot 1.10 as described in deed dated June 27, 2002 and recorded in the Middlesex County Clerk's Office on July 19, 2002 in Deed Book 5070, Page 515.

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One additional pipeline, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way", "Area of Right of Way", and "Area of Right of Way within Existing Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the additional pipeline, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to and within the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space within Existing Right of Way" and "Area of Temporary Work Space Outside Existing Right of Way".

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of the pipeline, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 29th day of March, 2018.

ATTEST / WITNESS:

PETER S. WERSINGER, III, ESQ.,
Secretary

GOLDEN AGE DEVELOPMENT GROUP, LLC

ROBERT M. KAYE,
Chairman and CEO

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

On this 29th day of March, 2018, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared ROBERT M. KAYE, who acknowledged himself to be the Chairman and CEO of **GOLDEN AGE DEVELOPMENT GROUP, LLC**, a New Jersey limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Laurie DeLong
Notary Public

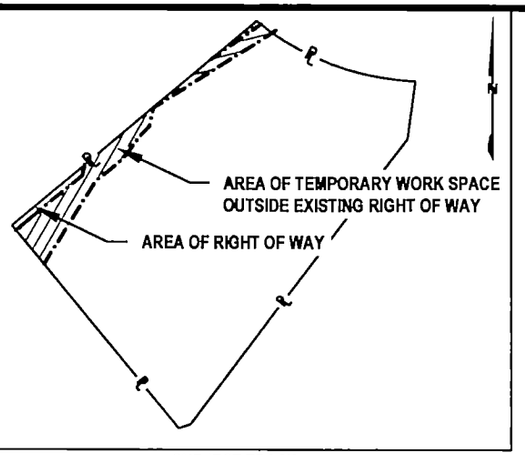
Printed Name

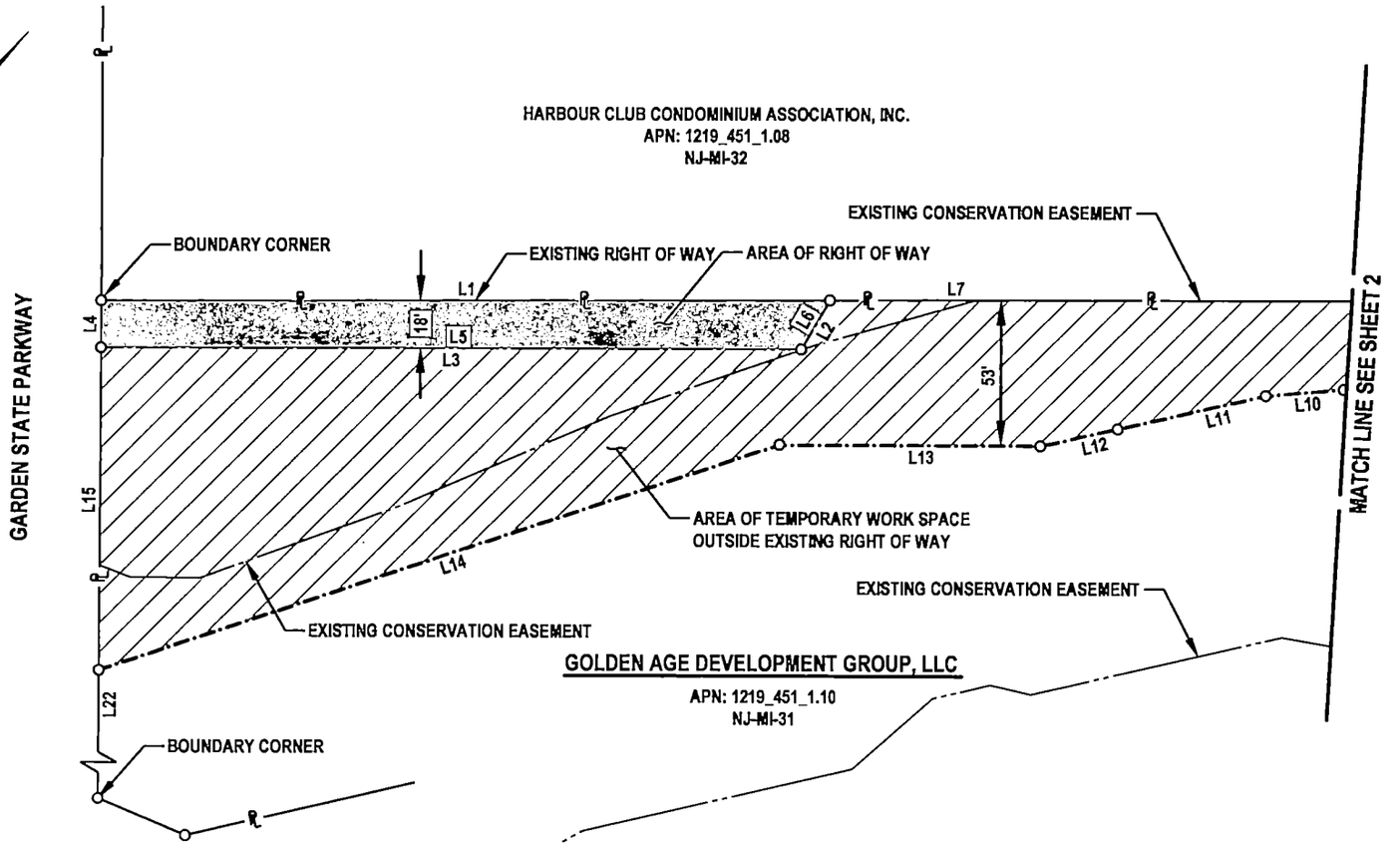
LAURIE DELONG
Commission # 2211775
Notary Public, State of New Jersey
My Commission Expires
April 03, 2023

My Commission Expires: _____

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Book17201/Page1369 CFN#201805035





NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. | | | |
|---|---|---|
| AREA OF EXISTING RIGHT OF WAY | 0.23 | ACRE |
| AREA OF RIGHT OF WAY | 0.11 | ACRE |
| AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY | 0.02 | ACRE |
| AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY | 0.66 | ACRE |
| AREA OF TEMPORARY WORK SPACE WITHIN EXISTING RIGHT OF WAY | 0.22 | ACRE |
| PROPERTY LINE | | |
| POINT OF INTERSECTION | | |

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

NEW JERSEY LAND SURVEYOR LICENSE NO. 24GS0372070
THOMAS J. MURPHY

DATE:

0 60 120 180
SCALE IN FEET

DRAWING NO.	REFERENCE TITLE
	EXHIBIT A 1 of 2

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP
AREA OF RIGHT OF WAY AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
GOLDEN AGE DEVELOPMENT GROUP, LLC
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

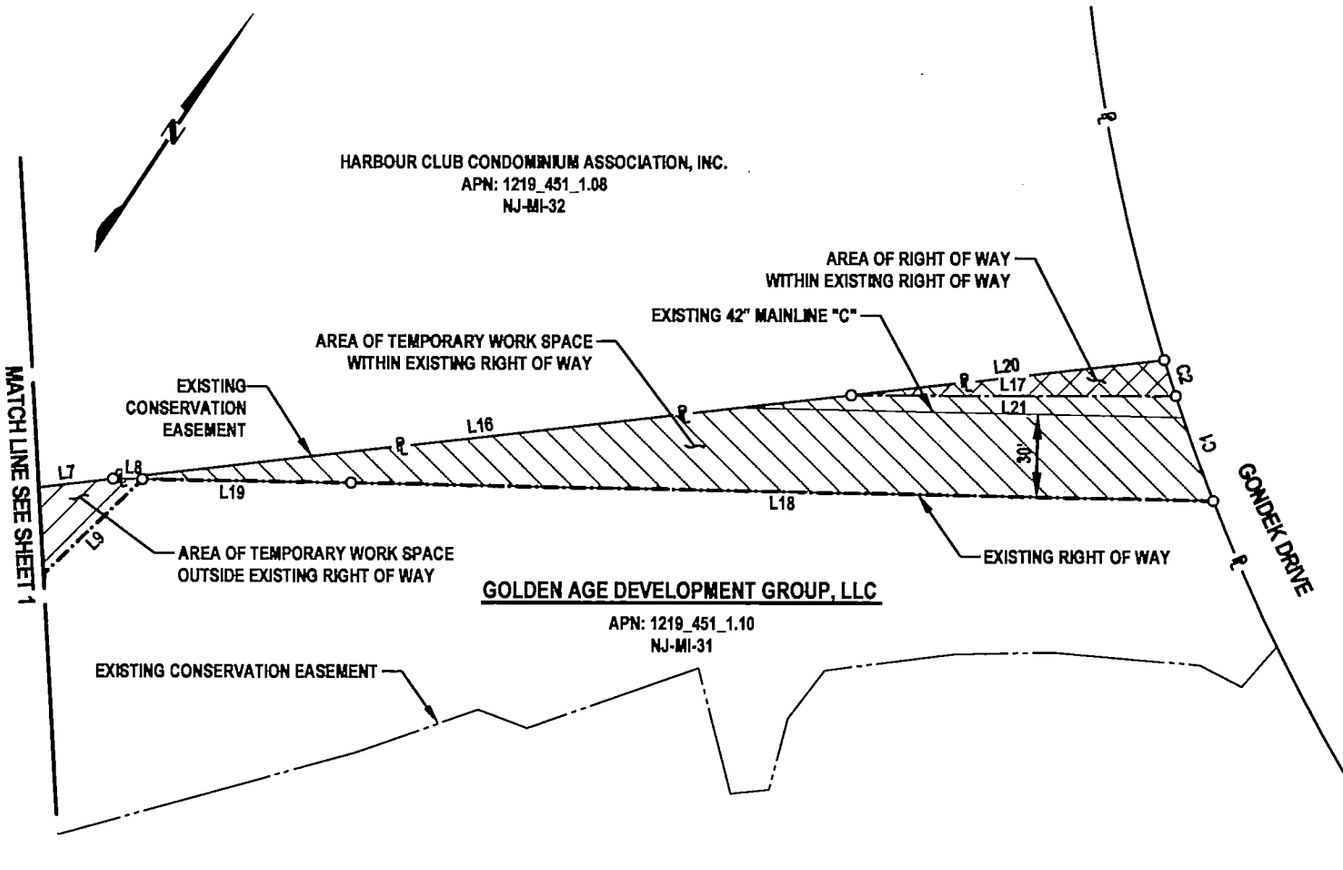
Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
A	02/22/18	STC	ISSUED FOR REVIEW	1185727	W.	EL
B	03/23/18	STC	REISSUED FOR REVIEW	1185727	W.	EL

DRAWN BY: STC	DATE: 02/22/18	ISSUED FOR BID:	SCALE: 1" = 60'
CHECKED BY: W.	DATE: 02/22/18	ISSUED FOR CONSTRUCTION:	REVISION: B
APPROVED BY: EL	DATE: 02/22/18	DRAWING NUMBER: 24-1947-80-06C-D/NJ-MI-31	SHEET 1 OF 2
WO: 1185727	NJ-MI-31_GOLDEN	K:\MA\PP\MIMILA\LATILOG\P0657_MILA\MDWG-PLAT\P0657-1947-80-06C-D-NJ-MI-31.dwg	

Page 7 of 8

Book17201/Page1370 CFN#201805035



AREA OF RIGHT OF WAY

LINE #	BEARING	DISTANCE
L1	N 50° 02' 42" E	265.14'
L2	S 09° 45' 59" E	20.87'
L3	S 50° 14' 00" W	254.80'
L4	N 39° 25' 36" W	17.21'

AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L5	N 50° 14' 00" E	254.80'
L6	N 09° 45' 59" W	20.87'
L7	N 50° 03' 04" E	217.52'
L8	N 57° 28' 21" E	10.76'
L9	S 12° 57' 46" W	51.57'
L10	S 45° 13' 41" W	28.45'
L11	S 37° 16' 43" W	55.35'
L12	S 37° 35' 09" W	28.74'
L13	S 50° 17' 27" W	95.08'
L14	S 31° 42' 49" W	261.22'
L15	N 39° 25' 35" W	117.88'

AREA OF TEMPORARY WORK SPACE WITHIN EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L16	N 50° 02' 52" E	270.59'
L17	N 56° 38' 42" E	117.83'
C1	R= 788.47' CHB= S 53° 06' 50" E	L= 40.69' CHD= 40.69'
L18	S 57° 43' 58" W	313.28'
L19	S 57° 28' 19" W	78.41'

AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L20	N 50° 02' 52" E	114.42'
C2	R= 720.00' CHB= S 50° 56' 45" E	L= 13.79' CHD= 13.79'
L21	S 56° 38' 42" W	117.83'

CONNECTION COURSE

LINE #	BEARING	DISTANCE
L22	S 39° 25' 34" E	576.34'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.
2. AREA OF EXISTING RIGHT OF WAY ..... 0.23 ACRE
   AREA OF RIGHT OF WAY ..... 0.11 ACRE
   AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY ..... 0.02 ACRE
   AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY .... 0.66 ACRE
   AREA OF TEMPORARY WORK SPACE WITHIN EXISTING RIGHT OF WAY ..... 0.22 ACRE
   PROPERTY LINE .....
   POINT OF INTERSECTION .....
3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

NEW JERSEY LAND SURVEYOR LICENSE NO. 24GS0372070
THOMAS J. MURPHY

DATE:

0 60 120 180
SCALE IN FEET

DRAWING NO.	REFERENCE TITLE
	EXHIBIT A 2 of 2

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
A	02/22/18	STC	ISSUED FOR REVIEW	1185727	W.	EL
B	03/23/18	STC	REISSUED FOR REVIEW	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP
AREA OF RIGHT OF WAY AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
GOLDEN AGE DEVELOPMENT GROUP, LLC
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/22/18	ISSUED FOR BID:	SCALE: 1" = 60'
CHECKED BY: W.	DATE: 02/22/18	ISSUED FOR CONSTRUCTION:	REVISION: B
APPROVED BY: EL	DATE: 02/22/18	DRAWING NUMBER: 24-1947-80-06C-D/NJ-MI-31	SHEET 2 OF 2
W.O: 1185727	NJ-MI-31_SCI.DGN	K:\MAPPING\ALAT\LOOPC\857_NB\ADM06C-PLAT\Pat834-1947-80-06C-D-NJ-MI-31.dwg	

Page 8 of 8

MIDDLESEX COUNTY CLERK

Return To:

WILLIMS GAS PIPE LINE/TRANSCO
349 STATE RT 31 , STE 601
FLEMINGTON , NJ
08822

Index DEED BOOK

Book 05881 Page 0575

No. Pages 0006

Instrument DEED W/O ABSTRA

Date : 10/16/2007

Time : 1:25:50

Control # 200710160560

INST# DE 2007 016174

Employee ID PATELD

GOLDEN AGE DEVELOPMENT GROUP, LLC

RECORDING	$	45.00
DARM	$	15.00
NJPRPA	$	10.00
- - - - -	$	.00
- - - - -	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	70.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK

200710160560

COUNTY OF MIDDLESEX

DO NOT REMOVE THIS PAGE. TO ACCESS THE IMAGE OF THE DOCUMENT RECORDED HEREUNDER BY BOOK AND PAGE NUMBER, USE THE BOOK AND PAGE NUMBER ABOVE.

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Retain this page for future reference

Not part of the original submitted document

B05881P0575

#8

CLAIRE M. FLYNN
CITY CLERK

TGPL 02/06

Prepared by: James Goudreau

2007 OCT 16 PM 1:23

BOOK #
PAGE #
OF PAGES

Line #: 11-107
R/W #: LB5A-5.1
Tract #: R-33.0
Tax #: Block 451, Lot 1.10
Municipality: Sayreville
County: Middlesex
State: New Jersey

RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **GOLDEN AGE DEVELOPMENT GROUP, LLC**, a New Jersey limited liability company having an address at 40 Monmouth Park Highway, West Long Branch, New Jersey 07764 (hereinafter called **GRANTOR**), for and in consideration of ONE DOLLAR **and 00/100 ($1.00)** cash in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation whose address is 2800 Post Oak Boulevard, Houston, TX 77056-6106, its successors and assigns, (hereinafter called GRANTEE), a right of way and easement as shown on the attached drawing(s) marked "Exhibit A," for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing, changing the size of, and removing a pipelines (with valves, regulators, meters, fittings, appliances, tie-overs, and appurtenant facilities) for the transportation of gas, oil, petroleum products, or any other liquids, gases, or substances which can be transported through pipelines, under, upon, over, through and across the lands of Grantor, situated in the County of **Middlesex**, State of **New Jersey**, described as follows:

Part of Block 451, Lot 1.10 described in Deed Dated 06/27/02 and recorded in Middlesex County Clerk's office on 07/19/02 in Deed Book 5070, Page 515.

The permanent right of way and easement shall be a strip of land identified as "Area of Proposed Right of Way" (referred to herein as "permanent right of way area" or "permanent right of way area and easement"), all as shown on the drawing(s) marked "Exhibit A" attached hereto and made a part hereof. Exhibit A consists of a map entitled "Transcontinental Gas Pile Line Corporation Proposed Right-of-Way Crossing Property of Golden Age Development Group, LLC, etc." dated 07-21-05, revised 8-29-06 and indicated as Drawing Number 24-10-80/24629-B.

Grantee shall promptly restore any disturbed wetlands or buffer areas in accordance with New Jersey Department of Environmental Protection regulations or requirements and to the satisfaction of the NJDEP.

Grantor acknowledges that part of the consideration herein paid includes payment in full for any damages or severance damages caused, or to be caused, to the value of the land by the construction of the pipeline, facilities or improvements hereunder.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across said right of way and easement, and the right, from time to time, as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way. Any such cutting or removal within designated wetlands and associated buffers within the permanent right of way shall only occur in accordance with permission, if applicable, granted by the New Jersey Department of Environmental Protection to Grantee. Grantee's rights do not include any right of access to any part of Grantor's lands other than as specifically described herein.

With the exception of a walking path to be constructed of any materials required or approved by the New Jersey Department of Environmental Protection, the Grantor will not build any structures on said permanent right of way or any part thereof, will not change the grade of said permanent right of way, or any part thereof, will not plant trees or shrubs on said permanent right of way, or any part thereof, will not pave longitudinally along said permanent right of way or any part thereof, or use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without first having obtained Grantee's approval in writing.

The permanent right of way and easement granted herein is subject to and subordinate to any walking path easement, including rights of the public to use same, hereinafter conveyed by Grantor herein to the New Jersey Department of Environmental Protection or as the New Jersey Department of Environmental Protection may direct. and recorded after the date of this right of way and easement. The permanent right of way and easement granted herein is also subject to, and subordinate to, Grantor's mortgages of record, if any.

The Grantee shall have the right to assign this grant in whole or in part.

Indemnity. Grantee agrees to assume any and all risk of loss of damage, of any kind whatsoever to property or injury to or death (including wrongful death) of persons arising out of Grantee's entry upon and use of the permanent right of way area. Grantee shall indemnify, defend and hold harmless Grantor, its affiliates, and each and

every one of its principals, officers, agents, professionals, servants and employees, its successors and assigns, any homeowner association that may be formed by future development of Grantor's lands, and any public or private user of the walking path to be constructed within the right of way area (collectively hereinafter "Indemnitees") from and against any and all claims, demands, liens, suits and actions, and liabilities, losses, damages, and/or judgments which may arise out of Grantee's entry upon and use of the permanent right of way area for the purposes described herein, as well as against any fees, costs, charges or expenses which Indemnitees may incur in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party arising out of Grantee's entry upon and use of the permanent right of way area for the purposes described herein, including any fees, costs, charges or expenses associated with enforcing the provisions of this Agreement, rising out of, relating to or resulting from:

a. Grantee's breach of its obligations under this Agreement;

b. Any act or omission of Grantee or any injury or damage to persons or property (whether to the permanent right of way area or other real or tangible property of Grantor and/or any third party) arising from, out of or incident to Grantee's exercise of its rights and/or performance of its obligations hereunder, provided, however, that there shall be no indemnification or defense for the intentional acts and/or sole negligence of the Grantor;

c. the negligence, gross negligence, and/or willful misconduct of Grantee or any of its agents, servants and/or employees, in any way related to the subject matter of this Agreement;

d. Any injury or damage relating to any emission, spill, release or discharge of any hazardous substance by Grantee or its agents, contractors and/or employees.

e. any violation of law caused by Grantee.

It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon.

The remainder of this page was intentionally left blank.

IN TESTIMONY WHEREOF, the Grantor(s) has/have hereunto set his/their hand(s) and seal(s) this 8th day of February, 2007.

ATTEST / WITNESS:

David S. Messer

GOLDEN AGE DEVELOPMENT GROUP, LLC,
a New Jersey limited liability company

By _____ (SEAL)
Joel S. Brudner
Executive Vice President

STATE OF NEW JERSEY,
COUNTY OFMIDDLESEX } SS:

BE IT REMEMBERED, that on this 8th day of February, 2007, before me, a Notary Public of the State of New Jersey, David S. Messer personally came before me and acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of **GOLDEN AGE DEVELOPMENT GROUP, LLC**, the limited liability company named in the within instrument;
(b) this person is the attesting witness to the signing of this instrument by the proper corporate officer who is Joel S. Brudner, the Executive President of the limited liability company;
(c) this instrument was signed and delivered by the limited liability company as its voluntary act duly authorized by a proper resolution of its Board of Directors;
(d) this person signed this proof to attest to the truth of these facts; and
(e) the full and actual consideration paid or to be paid for transfer of title is **$1.00**. (Such consideration is defined in N.J.S.A. 46:15-5.)

David S. Messer

SWORN AND SUBSCRIBED TO
THIS 8th DAY OF FEBRUARY, 2007.

Linda Gayoso

LINDA GAYOSO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/23/2010

B05881P0579

EXHIBIT A

SURVEY LINE FOR PROPOSED RIGHT OF WAY

POINT #	BEARING	DISTANCE
1-2	N57°43'58"E	171.19'

AREA OF PROPOSED RIGHT OF WAY

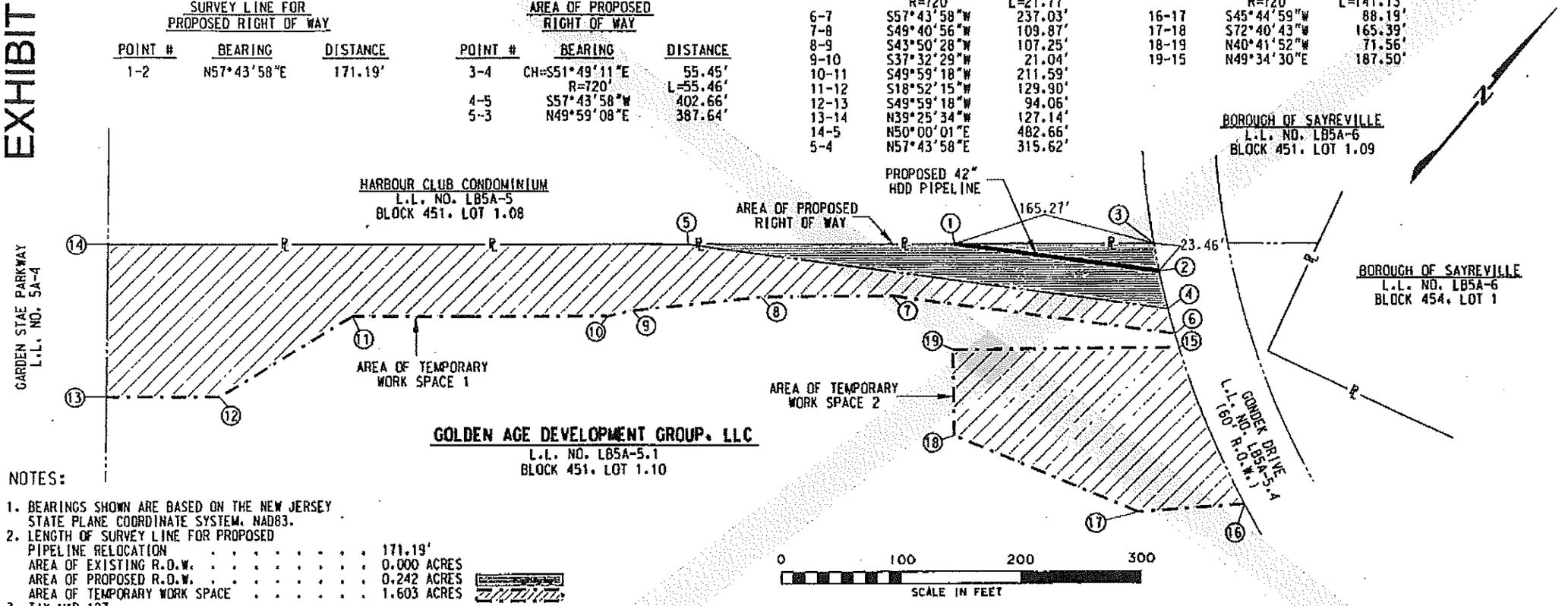
POINT #	BEARING	DISTANCE
3-4	CH=S51°49'11"E	55.45'
	R=720'	L=55.46'
4-5	S57°43'58"W	402.66'
5-3	N49°59'08"E	387.64'

AREA OF TEMPORARY WORK SPACE 1

POINT #	BEARING	DISTANCE
4-6	CH=S55°30'44"E	21.77'
	R=720'	L=21.77'
6-7	S57°43'58"W	237.03'
7-8	S49°40'56"W	109.87'
8-9	S43°50'28"W	107.25'
9-10	S37°32'29"W	21.04'
10-11	S49°59'18"W	211.59'
11-12	S18°52'15"W	129.90'
12-13	S49°59'18"W	94.06'
13-14	N39°25'34"W	127.14'
14-5	N50°00'01"E	482.66'
5-4	N57°43'58"E	315.62'

AREA OF TEMPORARY WORK SPACE 2

POINT #	BEARING	DISTANCE
15-16	CH=S62°30'08"E	140.91'
	R=720'	L=141.13'
16-17	S45°44'59"W	88.19'
17-18	S72°40'43"W	165.39'
18-19	N40°41'52"W	71.56'
19-15	N49°34'30"E	187.50'



NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83.
2. LENGTH OF SURVEY LINE FOR PROPOSED PIPELINE RELOCATION . . . . . 171.19'
   AREA OF EXISTING R.O.W. . . . . 0.000 ACRES
   AREA OF PROPOSED R.O.W. . . . . 0.242 ACRES
   AREA OF TEMPORARY WORK SPACE . . . . . 1.603 ACRES
3. TAX MAP 127

THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY WILLIAMS/TRANSCONTINENTAL GAS PIPELINE CORPORATION FOR THE SOLE PURPOSE OF CREATING A RIGHT-OF-WAY ACQUISITION AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE.

N.J. LICENSE LAND SURVEYOR NO. 34841 DATE:
MICHAEL F. BURNS

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
1	8-29-06	CVT	CHANGES TO WORK SPACE & ROW	47216	CMS	CMS

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
PROPOSED RIGHT-OF-WAY
CROSSING PROPERTY OF
GOLDEN AGE DEVELOPMENT GROUP, LLC
BOROUGH OF SAYREVILLE
MIDDLESEX COUNTY, NEW JERSEY

Williams GAS PIPELINE

DRAWN BY: CVT	DATE: 07-21-05	ISSUED FOR BID:	SCALE: 1"=100'
CHECKED BY:	DATE:	ISSUED FOR CONSTRUCTION:	
APPROVED BY:	DATE:	DRAWING NUMBER: 24-10-80/24629-B	SHEET 1
PM:	UNV. ID:	1:40:42 PM 2/13/2007 C:\MORGAN\Property Plats\24629-golden-01.dgn	OF 1

B05881P0580

#9

Line 11-107, R.W LB 5A-5

THIS MODIFICATION OF EASEMENT, made this 8th day of Feb, 1978, between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a corporation of the State of Delaware, having an office located at Gateway 1, Suite 500, in the City of Newark, County of Essex and State of New Jersey, hereinafter called "Transco", party of the first part, and ROBERT M. KAYE, 60 Monmouth Park Highway, Route 36, West Long Branch, New Jersey 07764, hereinafter called "Kaye", party of the second part.

WHEREAS, Kaye's predecessors in title, Remsen Realty Co. and Ramble Realty Co., Inc., both New Jersey corporations, granted a right of way and easement to Transco being seventy-five (75') feet in width, located in the Borough of Sayreville, County of Middlesex and State of New Jersey, which right of way and easement, dated March 22, 1967, recorded on April 12, 1967 in the Middlesex County Clerk's Office in Book 2577, Page 132 contained inter alia the following clauses:

1. Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said permanent right of way or any part thereof, or use the said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without such approval, and

2. Except for damages caused or to be caused by the construction of the first pipeline, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

WHEREAS, Kaye has requested Transco to modify said easement so as to permit the construction and use of a golf course within said right of way, which permission Transco is willing to grant, provided that said construc-

tion and use be subject to certain rights and privileges reserved to Grantor and to certain conditions hereinafter set forth:

NOW, THEREFORE, this Indenture Witnesseth, that the said right of way agreement and easement more fully described above, be and it is hereby amended to permit the construction and use of the golf course on the following terms and conditions:

1. The golf course shall be constructed as shown on Sheet 4 of /Revised November 20, 1978 the final site plan, except that the seventh green shall be relocated in a northerly direction so that it will not be situate over any point of the existing pipeline. Further, no greens, tees, bunkers or sand traps will be situate over the existing pipe line.

2. Kaye shall maintain at all times a minimum cover of earth over Transco's pipeline of thirty-six (36") inches.

3. The well site shown on said final site plan shall be relocated outside of the right of way and easement.

4. The construction and maintenance of said golf course shall not affect the safety of Transco's pipeline.

5. Kaye's right to construct and maintain said golf course shall be subject to the paramount right of Transco to construct, operate, maintain, repair, alter, change the size of and replace its pipeline, and to cut through said golf course improvements and facilities of Kaye in so doing. It is expressly understood and agreed, however, that any damage done to said golf course improvements or facilities shall not be the responsibility of Transco and that it shall be under no duty to repair same nor have any liability to any party in connection therewith.

6. Transco further reserves the right to construct, maintain, operate, repair, alter, replace and remove one or more pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products, upon, under or across the said right of way and easement, and particularly in the area of the golf course. It is expressly understood and agreed, however, that any such damage done to said golf course improvements or facilities shall not be the responsibility of Transco and that it shall be under no duty to repair same nor have any liability to any party in connection therewith.

BOOK 3067 PAGE 827

All of the covenants and conditions of said right of way agreement and easement set forth above except as expressly or implicitly modified herein are hereby ratified and confirmed and of full force and effect.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall run with the land and shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, administrators, successors and assigns with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

By: _____
Vice President

ATTEST:

_____
Assistant Secretary

_____
Robert M. Kaye

WITNESS:

_____

STATE OF ~~NEW JERSEY~~ TEXAS)

ss.:

COUNTY OF HARRIS)

BE IT REMEMBERED, that on , 1978, before me, the subscriber, a Notary Public personally appeared Virginia L. O'Brien who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that she is the Asst. Secretary of Transcontinental Gas Pipe Line Corporation, the Corporation named in the within Instrument; that Jay C. McElroy is the Vice President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed ~~his~~ her name thereto as attesting witness. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c), is less than One Hundred Dollars.
Sworn and Subscribed before
me, the date aforesaid.

Thelma Jean Langley
Notary Public in and
for Harris County, Texas
THELMA JEAN LANGLEY
Notary Public in and for Harris County, Texas
My Commission Expires 11-13-80

Virginia L. O'Brien
Assistant Secretary

STATE OF NEW JERSEY)

ss.:

COUNTY OF Monmouth)

BE IT REMEMBERED, that on February 8th, 1978, before me, the subscriber, A NOTARY PUBLIC OF NEW JERSEY, personally appeared ROBERT M. KAYE, who, I am satisfied, is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

John E. Sauer Sr.
JOHN E. SAUER, SR.
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 22, 1980

Prepared by:
Wendell A. Smith, Esq.

14970

RECE[illegible] RECORDED
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BOOK 3067 PAGE 826
BU[illegible]
FRA[illegible] ZMAN
CLERK

555 BOOK 20 PAGE 1825 K00009

MODIFICATION OF EASEMENT

BETWEEN

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

- and -

ROBERT M. KAYE

9'25
CA

Dated: Feb 8 , 1978

Recorded and returned to:
TRANSCONTINENTAL GAS PIPE LINE
CORPORATION
Gateway I , Suite 500
Newark, NJ 07102
Prepared by: Wendell A. Smith, Esq.

Greenbaum, Greenbaum, Rowe & Smith
Sutton Metropark
Woodbridge, New Jersey 07095

BOOK 3067 PAGE 830

#9

BOOK 2577 PAGE 132

LD-9A
NEW JERSEY
REV. 5-68

STATE NEW JERSEY
COUNTY Middlesex
MUNICIPALITY Sayreville
LINE # 11-107
R/W LB. 5A-5
W. O. #
RODS

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned REMSEN REALTY CO., a New Jersey Corporation and RAMBLE REALTY CO., INC., a New Jersey Corporation

hereinafter called Grantor (whether one or more) for and in consideration of the sum of One Thousand and No/100 Dollars ($ 1,000.00) cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey with general warranty unto Transcontinental Gas Pipe Line Corporation, a Delaware Corporation, its successors and assigns (hereinafter called Grantee) a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing from time to time one or more pipe lines, together with valves, tie-overs and other appurtenant facilities, for the transportation of gas, oil, petroleum and petroleum products, upon, under or across a strip of land 75 feet in width located on the lands of the Grantor, in the Borough of Sayreville, Middlesex County, New Jersey, described as follows:

Being a part of that tract of land conveyed to the Grantors by Deed dated November 16, 1961, and recorded in Middlesex County, New Jersey in Deed Book 2297, Page 353.

The said strip of land seventy-five (75) feet in width shall be located twenty-five (25) feet on the northerly side and fifty (50) feet on the southerly side of the survey line as shown on Transcontinental Gas Pipe Line Corporation's Drawing No. NJB-141, attached hereto and made a part hereof.

together with such other rights as may be necessary or convenient for the full enjoyment or use of the rights herein granted, which such rights shall include, among others:

(a) the right to enter upon the right of way and easement herein granted and to pass along the said strip with equipment, material and men, at such times as Grantee may elect,

(b) the right from time to time to keep said right of way free from trees, undergrowth and all other obstructions that may endanger or interfere with the construction, operation and maintenance of Grantee's pipe lines,

(c) the right, during the initial construction period only, to enter upon, clear off, and use an additional strip of land 25 feet wide, such strip to be contiguous to the right of way herein granted, and

(d) the right to assign this grant in whole or in part.

Grantor specifically covenants and agrees:

(a) The strip of land 75 feet in width, first above described, is the permanent right of way granted.

(b) Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said permanent right of way or any part thereof, or use the said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without such approval.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until the first pipe line is constructed and so long thereafter as a pipe line is maintained thereon.

Grantor acknowledges that it has been paid for any damages caused or to be caused by the construction of the first pipe line hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for damages caused or to be caused by the construction of the first pipe line, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipe lines in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted.

Grantee, by its acceptance of this grant, acknowledges that the right of way and easement hereby granted and any pipe lines and other facilities or improvements heretofore or hereafter erected or installed on or in such right of way and easement are subject to the lien of the Mortgage and Deed of Trust, dated May 15, 1949, from Transcontinental Gas Pipe Line Corporation to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, and all Supplemental Indentures thereto, heretofore recorded in the County aforesaid.

MIDDLESEX COUNTY

BOROUGH OF S

ROAD

ERNSTON

Remsen Realty Co., Inc.

L85A -5

L85A -4

GARDEN STATE PARKWAY

Proposed 75' Right of Way

N50° 28' E-

761.42'

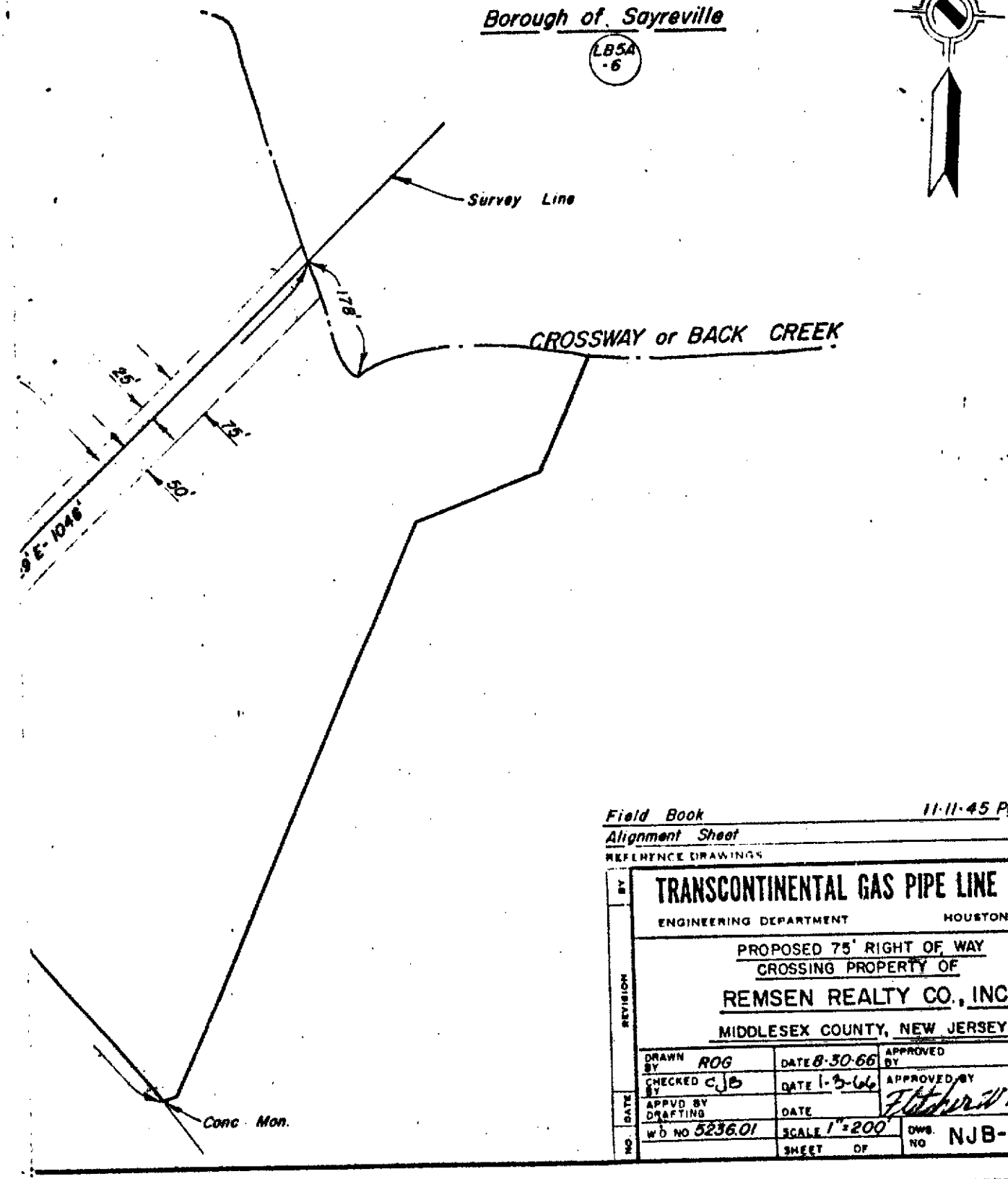
Note: Bearings Shown are Calculated Bearings from Astronomical Observations

BOOK 2577 PAGE 133

(2)

TY, NEW JERSEY
F SAYREVILLE

BOOK 2577 PAGE 134



Field Book 11-11-45 Pg. 23-24
Alignment Sheet NJ-203
REFERENCE DRAWINGS DWG. NO.

BY | REVISION | DATE | NO.

TRANSCONTINENTAL GAS PIPE LINE CORP.

ENGINEERING DEPARTMENT HOUSTON, TEXAS

PROPOSED 75' RIGHT OF WAY
CROSSING PROPERTY OF
REMSEN REALTY CO., INC.
MIDDLESEX COUNTY, NEW JERSEY

DRAWN BY ROG	DATE 8-30-66	APPROVED BY	DATE
CHECKED BY CJB	DATE 1-3-66	APPROVED BY Fletcher W Hartley ENGINEER	
APPVD BY DRAFTING	DATE		
W O NO 5236.01	SCALE 1" = 200'	DWG. NO NJB-141	
	SHEET OF		

(5)

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX }

BE IT REMEMBERED, that on this 22nd day of March in the year of our Lord One Thousand Nine Hundred and Sixty-Seven, before me, the subscriber, a Notary Public of New Jersey, personally appeared Edith Haefly who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction, that she is the Secretary of REMSEN REALTY CO., the party mentioned in the within Instrument, that Albert Corrado is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me, a Notary Public of N. J., at Fords, New Jersey the date aforesaid.

Claire R. Ludwig
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
FEBRUARY 28, 1972

Edith Haefly
Edith Haefly

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX }

BE IT REMEMBERED, that on this 22nd day of March in the year of our Lord One Thousand Nine Hundred and Sixty-Seven, before me, the subscriber, a Notary Public of New Jersey, personally appeared Charles E. Ludwig who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of RAMBLE REALTY CO., INC., the party mentioned in the within Instrument, that Charles M. Ludwig is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me, a Notary Public of N. J. at Fords, New Jersey the date aforesaid

Claire R. Ludwig
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
FEBRUARY 28, 1972

Charles E. Ludwig
Charles E. Ludwig

BOOK 2577 PAGE 135

LD-9A
NEW JERSEY
BACK

It is agreed that this grant covers all the agreements between the parties and no verbal representations or statements have been made, modifying, adding to, or changing the terms of this agreement.

IN WITNESS WHEREOF, the Grantor, h . . . . signed and sealed this agreement this . . . 22 . . . . day of MARCH, 19 67.

XXXXXX XXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXX ATTEST:

Edith Haefly
Edith Haefly, Secretary

ATTEST:

Charles E. Ludwig
Charles E. Ludwig, Secretary

REMSEN REALTY CO.

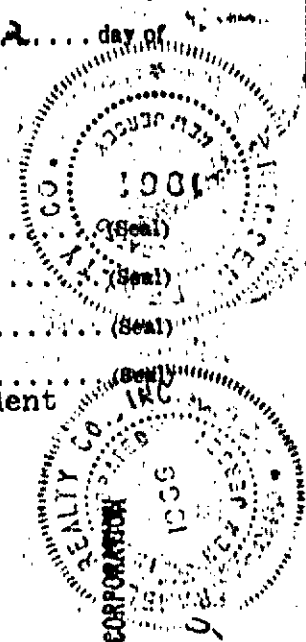
Albert Corrado
Albert Corrado, President (Seal)

(Seal)

RAMBLE REALTY CO., INC. (Seal)

Charles M. Ludwig
Charles M. Ludwig, President (Seal)





3245

RIGHT OF WAY AGREEMENT

TO

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

RECEIVED & RECORDED
MIDDLESEX COUNTY, N.J.
'67 APR 12 AM 9:54
BOOK 2577 PAGE 132
FRANK SCHATZMAN
CLERK

C.R.M. - Ives

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
744 BROAD ST.
NEWARK, N. J. 07102

STATE OF NEW JERSEY
COUNTY OF . . . . . } ss.:

BE IT REMEMBERED, that on this . . . . . day of . . . . . in the year One Thousand Nine Hundred and . . . . . , before me, ... , the subscriber, a Notary Public of New Jersey, personally appeared . . . . . , who, I am satisfied, ... the grantor(s) mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon . . . . . acknowledged that . . . . . signed, sealed and delivered the same as . . . . . voluntary act and deed, for the uses and purposes therein expressed.

. . . . . .
Notary Public of New Jersey

STATE OF NEW JERSEY
COUNTY OF . . . . . } ss.:

BE IT REMEMBERED, that on this . . . . . day of . . . . . , in the year One Thousand Nine Hundred and . . . . . , before me, ... , a Notary Public of New Jersey, personally appeared . . . . . , of full age, and to me well known, who, being duly sworn according to law, on his oath said that he saw the within named . . . . . , sign, seal and deliver the within instrument as . . . . . voluntary act and deed; and that the deponent at the same time signed the same as subscribing witness.

. . . . . .
(Signature of witness)

CLAIRE R. LUDWIG
NOTARY PUBLIC OF NEW JERSEY

Sworn to and subscribed before me
at Fanwood, New Jersey
the day and year aforesaid.
Claire R. Ludwig
Notary Public of New Jersey

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
FEBRUARY 28, 1972

2

INSTR # 2018010239
O BK 17080 PG 173 Pgs 173 - 181; (9 pgs)
RECORDED 02/07/2018 02:19:37 PM
ELAINE M. FLYNN, COUNTY CLERK GO
MIDDLESEX COUNTY, NEW JERSEY

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

Official Use Only	
Date of Document 1/22/18	Type of Document Easement
First Party Name Harbour Club Condominium Association, Inc.	Second Party Name Transcontinental Gas Pipe Line Company, LLC
Additional First Parties —	Additional Second Parties —

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block 451	Lot 1.08
Municipality Sayreville	Consideration [redacted]
Mailing Address of Grantee 99 Farber Road, Princeton, NJ 08540	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	Original Page

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.
This cover page is for use in Middlesex County, New Jersey only.
Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

9

Prepared by: _____

Line #: 11-207
R/W #: 5A-5
Tax #: 451/1.08
Municipality: Sayreville
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 22nd day of January, 2018 by and between **HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.,** a New Jersey non-profit corporation, having an address at 900 Harbour Club Drive, Parlin, New Jersey 08859 (hereinafter called GRANTOR whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,** a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated March 22, 1967 and recorded in the County Clerk's Office, in Deed Book 2577 at Page 132 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, inspecting, operating, repairing, altering, replacing, changing the size of, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products or other liquids, gases or substances of any kind which can be transported through pipelines, under, upon, over, through and across those certain lands located in the Borough of Sayreville, Middlesex County, New Jersey, and described as follows:

Block 451, Lot 1.08 as described in deed dated October 10, 1984 and recorded in the Middlesex County Clerk's Office on October 11, 1984 in Deed Book 3384, Page 585.

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and

communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Existing Right of Way" and "Area of Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the first of the additional pipelines, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space Outside Existing Right of Way."

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 22nd day of January, 2018.

ATTEST / WITNESS:

Print Name

HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.

By: Joseph McDermott

Joseph McDermott
Print Name

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

On this 22 day of ~~February~~ January 2018, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared Joseph McDermott, who acknowledged him/herself to be the President of **HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.**, a New Jersey non-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

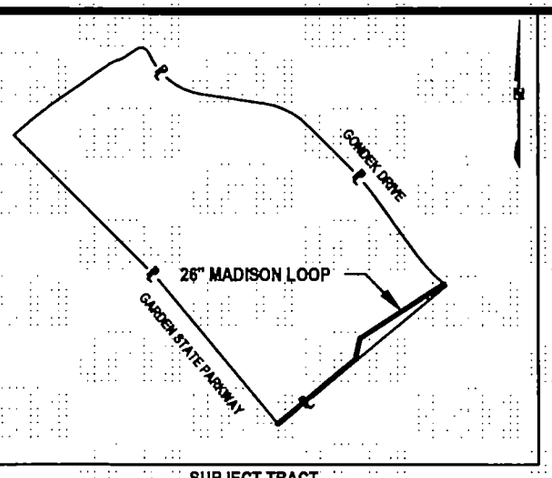
Dawn M Myers
Notary Public

Dawn M Myers
Printed Name

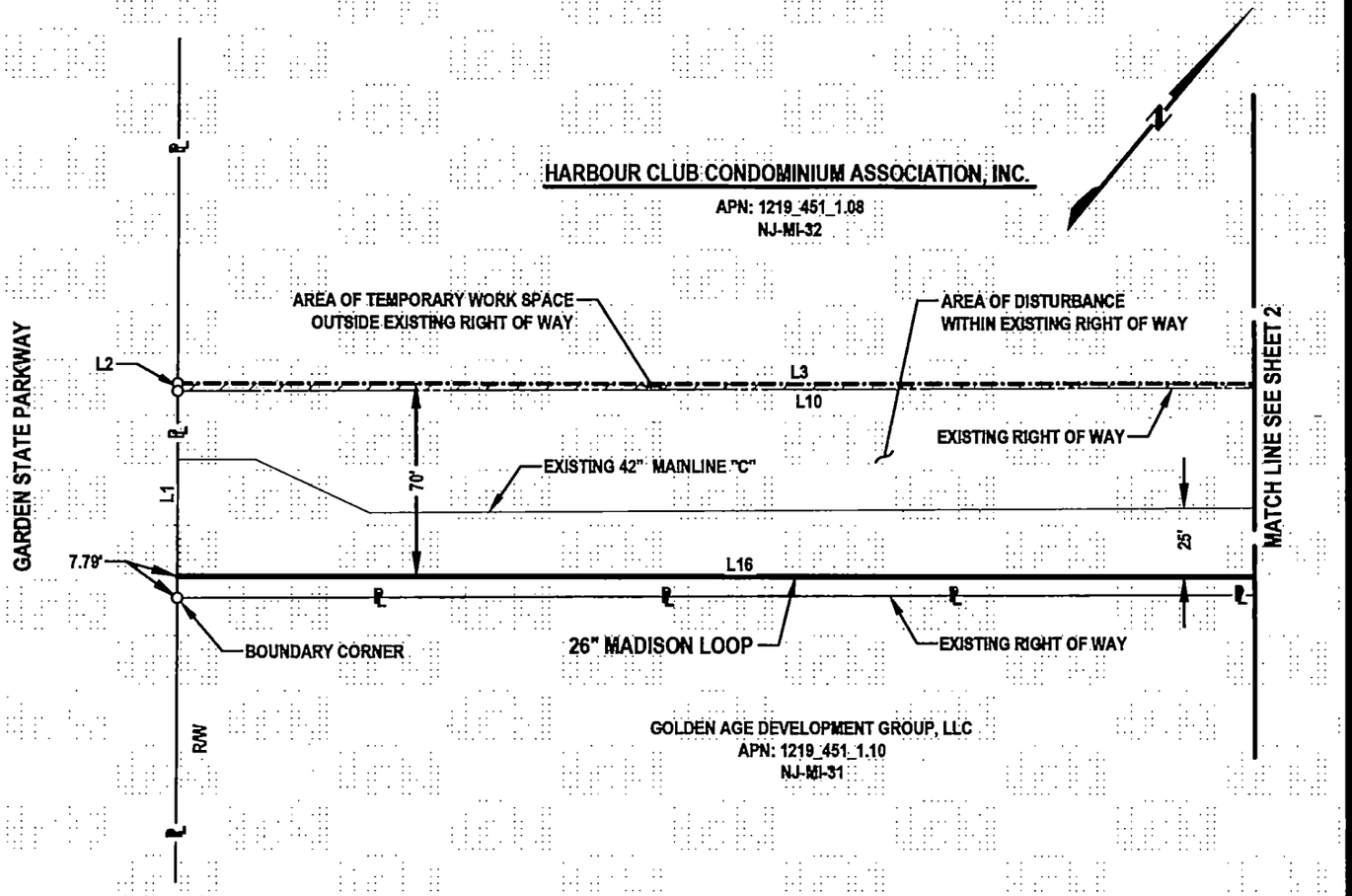
My Commission Expires: July 18, 2018

DAWN M. MYERS
A Notary Public of New Jersey
My Commission Expires July 18, 2018

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540



SUBJECT TRACT
N.T.S.



NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 885.26 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 1.27 ACRES
   AREA OF RIGHT OF WAY ..... 0.09 ACRE
   AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY .... 0.12 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 1.27 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE
-	

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	04/18/17	EE	ISSUED FOR R.O.W.	1185727	SGH	EL
1	04/23/17	EE	REISSUED FOR R.O.W.	1185727	STC	EL

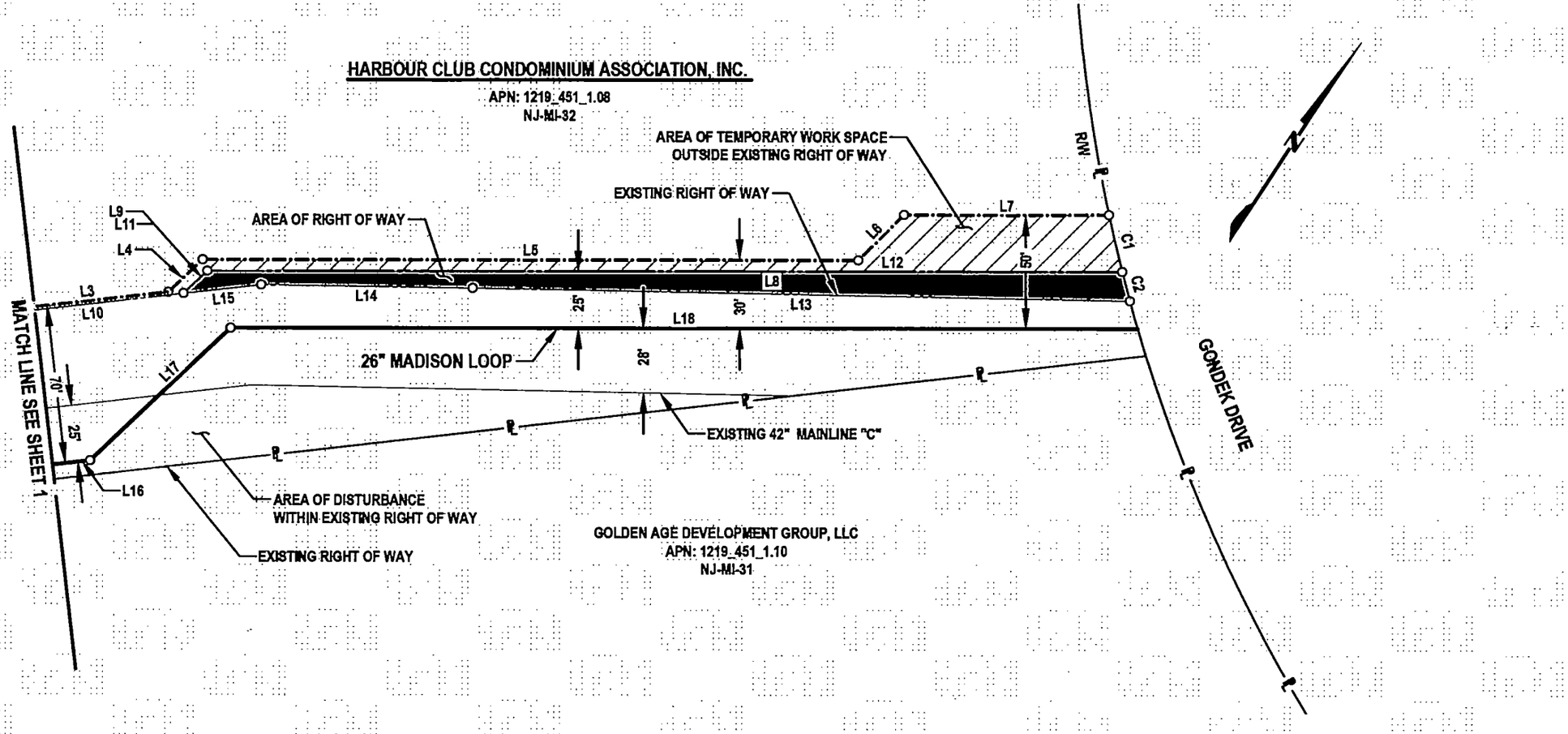
DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: 1" = 60'
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 1
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-32	SHEET 1 OF 3
WO: 1185727			

Page 7 of 9
Book17080/Page179 CFN#20180010239

Book17080/Page180 CFN#201801023

HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.

APN: 1219_451_1.08
NJ-MI-32



NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

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   AREA OF EXISTING RIGHT OF WAY ..... 1.27 ACRES
   AREA OF RIGHT OF WAY ..... 0.09 ACRE
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   PROPERTY LINE .....
   POINT OF INTERSECTION .....

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NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	04/18/17	EE	ISSUED FOR R.O.W.	1185727	SGH	EL
1	04/23/17	EE	REISSUED FOR R.O.W.	1185727	STC	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: 1" = 60'
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 1
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-32	SHEET 2 OF 3
W.O.: 1185727	NJ-MI-32_HARBOUR		

CONNECTION COURSE

LINE #	BEARING	DISTANCE
L1	N 39° 25' 34" W	75.00'

AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L2	N 39° 25' 34" W	2.79'
L3	N 50° 14' 00" E	446.21'
L4	N 12° 57' 46" E	20.78'
L5	N 56° 38' 42" E	286.26'
L6	N 11° 38' 41" E	28.28'
L7	N 56° 38' 42" E	89.45'
C1	R= 720.00' CHB= S 46° 19' 54" E	L= 25.66' CHD= 25.66'
L8	S 56° 38' 42" W	399.47'
L9	S 12° 57' 46" W	14.40'
L10	S 50° 02' 52" W	452.74'

AREA OF RIGHT OF WAY

LINE #	BEARING	DISTANCE
L11	N 12° 57' 46" E	14.40'
L12	N 56° 38' 42" E	399.47'
C2	R= 720.00' CHB= S 47° 52' 45" E	L= 13.23' CHD= 13.23'
L13	S 57° 43' 58" W	287.02'
L14	S 57° 27' 50" W	92.48'
L15	S 50° 02' 52" W	33.99'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L16	N 50° 14' 00" E	404.18'
L17	N 12° 57' 46" E	84.82'
L18	N 56° 38' 42" E	396.16'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

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   AREA OF EXISTING RIGHT OF WAY ..... 1.27 ACRES
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   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	04/18/17	EE	ISSUED FOR R.O.W.	1185727	SGH	EL
1	04/23/17	EE	REISSUED FOR R.O.W.	1185727	STC	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
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SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 1
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-32	SHEET 3 OF 3
WO: 1185727	NJ-MI-32_HARBOUR		

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Book17080/Page181 CFN#2018010239

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

INSTR # 2019029999
O BK 17477 PG 1645 Pgs 1645 - 1651; (7 pgs)
RECORDED 04/23/2019 01:23:45 PM
ELAINE M. FLYNN, COUNTY CLERK SA
MIDDLESEX COUNTY, NEW JERSEY
RECORDING FEES: $93.00

Official Use Only

Date of Document	**Type of Document**
4.2.19	
First Party Name	**Second Party Name**
Harbour Club Condominium Association, Inc.	Transcontinental Gas Pipe Line Company, LLC
Additional First Parties	**Additional Second Parties**

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block	**Lot**
451	1.08
Municipality	**Consideration**
Sayreville ☑	[redacted]
Mailing Address of Grantee	
99 Farber Road, princeton, NJ 08540	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	**Original Page**

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.

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Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

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#9

Prepared by: _____

Line #: 11-207
R/W #: 5A-5
Tax #: 451/1.08
Municipality: Sayreville
County: Middlesex
State: New Jersey

AMENDMENT TO
SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Amendment to Supplemental Right of Way Agreement (this "Agreement"), made the 2nd day of April, 2019 by and between **HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.,** a New Jersey non-profit corporation, having an address at 900 Harbour Club Drive, Parlin, New Jersey 08859 (hereinafter called GRANTOR) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,** a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 It successors and assigns (hereinafter called GRANTEE).

WHEREAS, Grantor is the owner of Block 451, Lot 1.08 as shown on the official tax maps of the Borough of Sayreville, Middlesex County, New Jersey, by virtue of a deed dated October 10, 1984 and recorded in the Middlesex County Clerk's Office on October 11, 1984 in Deed Book 3384, Page 585 (the "Property");

WHEREAS, by agreements dated (I) March 22, 1967 and recorded in the Middlesex County Clerk's Office in Deed Book 2577 at Page 132 and (II) February 8, 1978 and recorded in the Middlesex County Clerk's Office in Deed Book 3087 at Page 826, as the same may have been heretofore modified, supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, inspecting, operating, repairing, altering, replacing, changing the size of, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products or other liquids, gases or substances of any kind which can be transported through pipelines, under, upon, over, through and across the Property;

WHEREAS, the Original Agreement was further modified, amended and supplemented by a Supplemental Right of Way Agreement, dated January 22, 2018 and recorded in the Middlesex County Clerk's Office in Deed Book 17080 at Page 173 (the "Supplemental Agreement"),

WHEREAS, Grantee desires to enlarge the easement area on the Property and Grantor enters into this Agreement for the purpose of acknowledging its approval of the redefined and enlarged easement footprint as depicted in Exhibit "A", attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed that the Supplemental Agreement is amended as set forth herein, subject to the following terms and conditions:

1. Grantor agrees that, except as herein specifically amended, the Supplemental Agreement is hereby ratified, adopted, and confirmed and the same shall and does remain in full force and effect.

2. Grantor agrees that the attached "Exhibit A" supersedes, amends, and takes the place of the drawings attached to the Supplemental Agreement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand this 2nd day of March, 2019.

ATTEST / WITNESS:

HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.

By: _____

EDWARD HANSEL
Print Name

DENNIS T. O'LEARY JR.
Print Name

ACKNOWLEDGMENT

STATE OF NEW JERSEY
COUNTY OF Sussex

On this 2nd day of April, 2019, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared Dennis O'Leary, who acknowledged him/herself to be the President of **HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.**, a New Jersey non-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marta Barovjan
Notary Public

Marta Barovjan
Printed Name

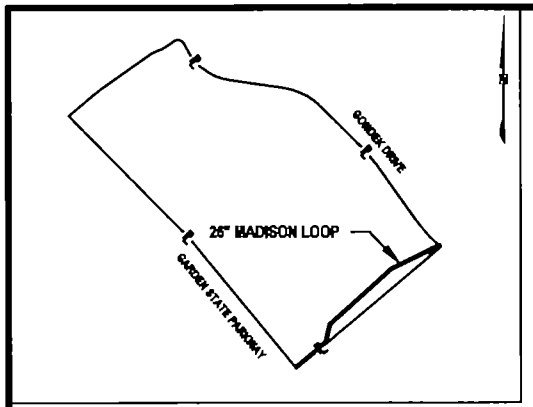
MARTA BAROVJAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/19/2019

My Commission Expires: _____

Sworn to and subscribed before me this 2nd day of April, 2019

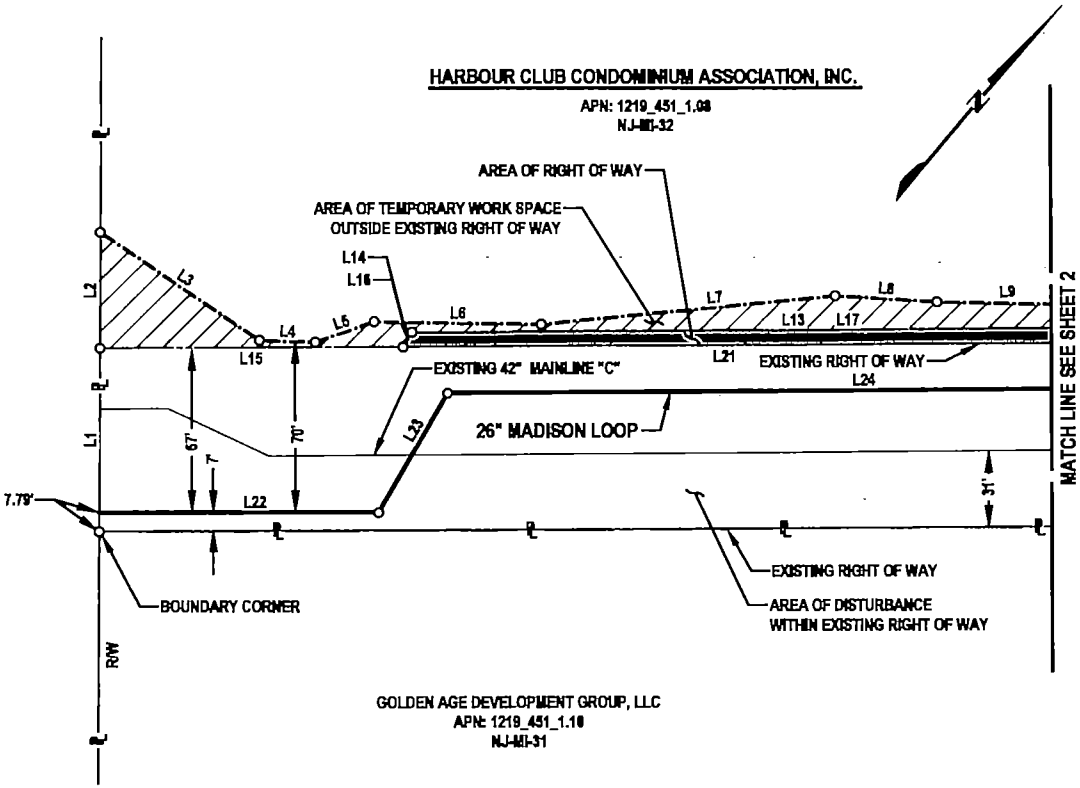
After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Book17477/Page1649 CFN#2019029999



SUBJECT TRACT
N.T.S.

GARDEN STATE PARKWAY



NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2.

LENGTH OF SURVEY LINE FOR RIGHT OF WAY	898.01	FEET
AREA OF EXISTING RIGHT OF WAY	1.27	ACRES
AREA OF RIGHT OF WAY	0.13	ACRE
AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY	0.27	ACRE
AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY	1.27	ACRES
PROPERTY LINE		
POINT OF INTERSECTION		

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	10/24/18	STC	ISSUED FOR R.O.W.	1185727	W.	EL
1	03/13/19	STC	REISSUED FOR R.O.W.	1185727	W.	EL

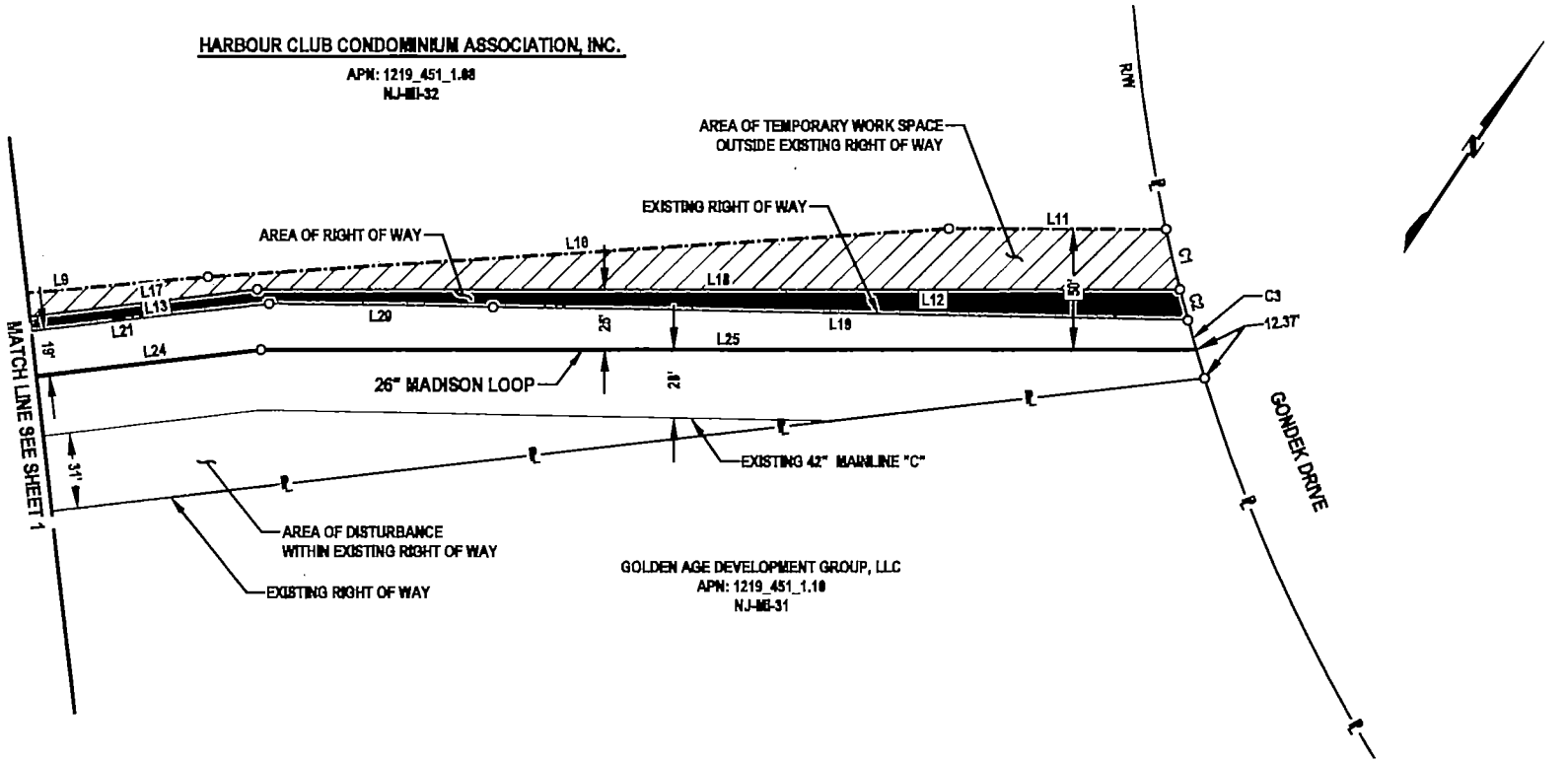
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 10/22/18	ISSUED FOR BID:	SCALE: 1" = 60'
CHECKED BY: W.	DATE: 10/22/18	ISSUED FOR CONSTRUCTION:	REVISION: 1
APPROVED BY: EL	DATE: 10/22/18	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-32_1	SHEET 1 OF 3
WO: 1185727			

Page 5 of 7

Book17477/Page1650 CFN#2019029999



NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 896.01 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 1.27 ACRES
   AREA OF RIGHT OF WAY ..... 0.13 ACRE
   AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY .... 0.27 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 1.27 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	10/24/18	STC	ISSUED FOR R.O.W.	1185727	W.	EL
1	03/13/19	STC	REISSUED FOR R.O.W.	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 10/22/18	ISSUED FOR BID:	SCALE: 1" = 60'
CHECKED BY: W.	DATE: 10/22/18	ISSUED FOR CONSTRUCTION:	REVISION: 1
APPROVED BY: EL	DATE: 10/22/18	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-32_1	SHEET 2 OF 3
WO: 1185727	NJ-MI-32_1_HARBOUR		

Page 6 of 7

Book17477/Page1651 CFN#20190029999

CONNECTION COURSES

LINE #	BEARING	DISTANCE
L1	N 39° 25' 34" W	75.00'
C3	R= 720.00' CHB= S 49° 24' 04" E	L= 25.02' CHD= 25.02'

AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L2	N 39° 25' 33" W	47.58'
L3	N 84° 34' 26" E	78.50'
L4	N 52° 05' 46" E	22.80'
L5	N 31° 08' 04" E	25.38'
L6	N 51° 13' 13" E	67.83'
L7	N 44° 42' 32" E	128.51'
L8	N 54° 00' 07" E	41.65'
L9	N 51° 33' 59" E	121.33'
L10	N 52° 55' 17" E	367.05'
L11	N 58° 45' 38" E	89.68'
C1	R= 728.00' CHB= S 48° 08' 28" E	L= 25.64' CHD= 25.64'
L12	S 58° 38' 41" W	380.98'
L13	S 49° 58' 05" W	355.44'
L14	S 89° 45' 59" E	7.01'
L15	S 50° 02' 52" W	123.62'

AREA OF RIGHT OF WAY

LINE #	BEARING	DISTANCE
L16	N 89° 45' 59" W	7.01'
L17	N 49° 58' 05" E	355.44'
L18	N 58° 38' 41" E	388.98'
C2	R= 728.00' CHB= S 47° 52' 45" E	L= 13.23' CHD= 13.23'
L19	S 57° 43' 58" W	287.02'
L20	S 57° 27' 50" W	92.48'
L21	S 50° 02' 52" W	363.12'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L22	N 58° 14' 00" E	113.85'
L23	N 89° 46' 01" W	56.29'
L24	N 49° 58' 04" E	339.63'
L25	N 58° 38' 42" E	386.24'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 886.91 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 1.27 ACRES
   AREA OF RIGHT OF WAY ..... 0.13 ACRE
   AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY .... 0.27 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 1.27 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.
SAYREVILLE BORDUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	10/24/16	STC	ISSUED FOR R.O.W.	1185727	W.	EL
1	03/13/19	STC	REISSUED FOR R.O.W.	1185727	W.	EL

DRAWN BY: STC	DATE: 10/22/16	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: W.	DATE: 10/22/16	ISSUED FOR CONSTRUCTION:	REVISION: 1
APPROVED BY: EL	DATE: 10/22/16	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-32_1	SHEET 3 OF 3
W.O. 1185727			

#10

Line No. 11-107
R/W No. LB 5A-6

Prepared By:

Mark Stevens, Esq.

RETURN TO

RIGHT OF WAY AGREEMENT

State of New Jersey
County of Middlesex

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Borough of Sayreville, a Municipal Corporation of the State of New Jersey, with an address at 167 Main Street, Sayreville, New Jersey 08872, hereinafter called Grantor, for and in consideration of the sum of Fourteen Thousand Seven Hundred Fifty Dollars ($14,750.00) cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Transcontinental Gas Pipe Line Corporation, a Delaware Corporation, having an office at 214 Carnegie Center, Suite 300, Princeton, New Jersey 08540, its successors and assigns, hereinafter called Grantee, a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing from time to time one pipeline, together with taps, valves, tie-overs, cathodic protection devices and other appurtenant facilities, for the transportation of natural gas, upon, under or across a strip of land fifty (50') feet in width as shown on a drawing marked Exhibit "A", attached hereto and made a part hereof, located on the lands of the Grantor, in the Borough of Sayreville, Middlesex County, New Jersey, and described as follows:

BEING part of that certain tract of land conveyed to Borough of Sayreville, a municipal corporation of New Jersey, by:

Final Decree filed November 22, 1940, and recorded November 27, 1940, in Book 1183 of Deeds Page 28;

Together with such other rights as may be necessary or convenient for the full enjoyment or use of the rights herein granted, which such rights shall include, among others:

(a) the right to enter upon the right of way and easement herein granted and to pass along the said strip with equipment, material and men, at such times as Grantee may elect;

(b) the right from time to time to keep said right of way free from trees, undergrowth and all other obstructions that may endanger or interfere with the construction, operation, maintenance and inspection of Grantee's pipelines; and

(c) the right to assign this grant in whole or in part.

Grantor specifically covenants and agrees:

(a) the strip of land identified on the attached drawing marked Exhibit "A", is the permanent right of way granted.

(b) Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said right of way or any part thereof, or use the said permanent right of way, or any part thereof, in any way that will interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without such approval.

BK4344PG818

RECEIVED/RECORDED
MIDDLESEX COUNTY 08/06/96 132436
CONSIDERATION $.00 TAX $.00
DEED REC. FEE $21.00
INSTRUMENT DEED 10984 NAME CV

BK4344PG818

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, so long as a pipeline is maintained thereon.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipeline in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted.

It is agreed that this grant covers all the agreements between the parties and that no verbal representations or statements have been made, modifying, adding to, or changing the terms of this agreement.

IN WITNESS WHEREOF, the Grantor, has signed and sealed this agreement this 14th day of June , 1996

Signed, sealed and delivered
in the presence of:

ATTEST:

Borough of Sayreville, a
Municipal Corporation of the
State of New Jersey

Lindy R. Zagata
Borough Clerk

By: James L. Zagata, Mayor

(SEAL)

ATTEST:

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

Randall R. Conklin
Assistant Secretary

By: Nick A. Bacile

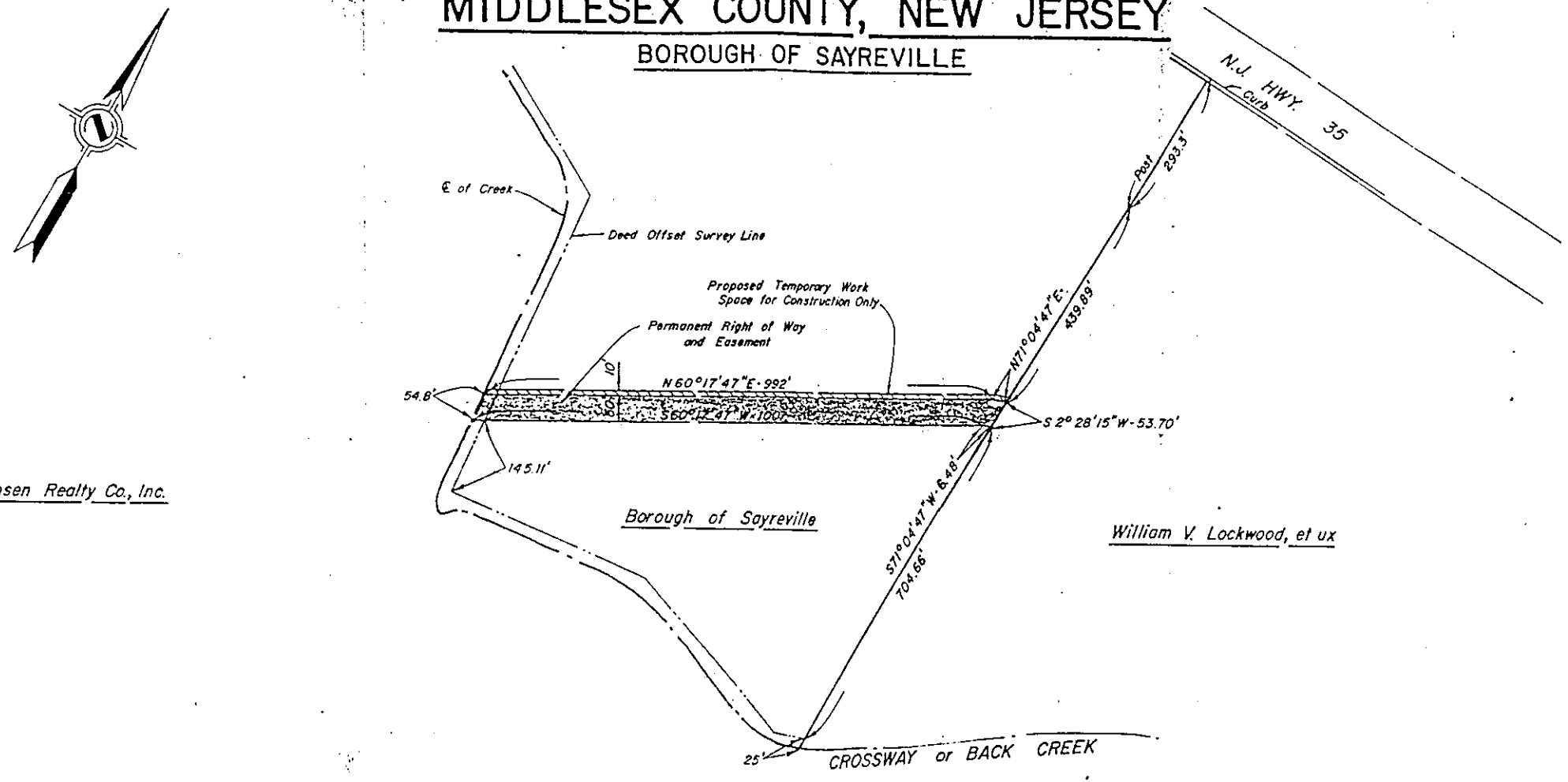
NICK A. BACILE
VP FINANCE & CONTROLLER

(SEAL)

BK4344PG819

MIDDLESEX COUNTY, NEW JERSEY

BOROUGH OF SAYREVILLE



Total Area of Original Tract less Conveyences Out = 41.309 Acres
Total Area of Proposed Right of Way = 1.17 Acres
Total Area North of Right of Way = 32.38 Acres
Total Area South of Right of Way = 7.76 Acres
Total Area of Temporary Work Space = 0.23 Acres

Note: This Dwg. is Based upon Description in Deed Book 1183 Pg. 28

200 0 200 FT.

Fletch

BK4344PG820

EXHIBIT A

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

BE IT REMEMBERED, that on this 14th day of June, 1996, before me, the subscriber, a Notary Public of New Jersey, personally appeared Gladys R. Rzepka, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Borough Clerk of Borough of Sayreville, the Municipal Corporation named in the within instrument; that James L. Zagata is the Mayor of said Municipal Corporation, that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Governing Body of said Municipal Corporation, that deponent well knows the seal of said Municipal Corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said James L. Zagata as and for the voluntary act and deed of said Municipal Corporation, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness, and that the full and actual consideration paid is $14,750.00.

Gladys R. Rzepka
Gladys R. Rzepka, Borough Clerk

Sworn to and subscribed
before me this 14th day
of June , 1996.

Theresa A. Pilch
Notary Public of New Jersey

THERESA A. PILCH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 24, 1999

STATE OF TEXAS

COUNTY OF HARRIS

On this the 17 day of ~~May~~ June, 1996, before me, a Notary Public in and for the County and State aforesaid, personally appeared Rick A Bailey, who acknowledged himself to be a Vice President of Transcontinental Gas Pipe Line Corporation, a Delaware corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF I hereunto set my hand and notarial seal.

Doris Elizabeth Dold
Notary Public

My Commission Expires

7/6/00

DORIS ELIZABETH DOLD
Notary Public, State of Texas
Commission Expires: 07-06-00

END OF DOCUMENT

#10

Line 11-107, R.W LB 5A-5

THIS MODIFICATION OF EASEMENT, made this 8th day of Feb, 1978, between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a corporation of the State of Delaware, having an office located at Gateway 1, Suite 500, in the City of Newark, County of Essex and State of New Jersey, hereinafter called "Transco", party of the first part, and ROBERT M. KAYE, 60 Monmouth Park Highway, Route 36, West Long Branch, New Jersey 07764, hereinafter called "Kaye", party of the second part.

WHEREAS, Kaye's predecessors in title, Remsen Realty Co. and Ramble Realty Co., Inc., both New Jersey corporations, granted a right of way and easement to Transco being seventy-five (75') feet in width, located in the Borough of Sayreville, County of Middlesex and State of New Jersey, which right of way and easement, dated March 22, 1967, recorded on April 12, 1967 in the Middlesex County Clerk's Office in Book 2577, Page 132 contained inter alia the following clauses:

1. Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said permanent right of way or any part thereof, or use the said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without such approval, and

2. Except for damages caused or to be caused by the construction of the first pipeline, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

WHEREAS, Kaye has requested Transco to modify said easement so as to permit the construction and use of a golf course within said right of way, which permission Transco is willing to grant, provided that said construc-

tion and use be subject to certain rights and privileges reserved to Grantor and to certain conditions hereinafter set forth:

NOW, THEREFORE, this Indenture Witnesseth, that the said right of way agreement and easement more fully described above, be and it is hereby amended to permit the construction and use of the golf course on the following terms and conditions:

1. The golf course shall be constructed as shown on Sheet 4 of /Revised November 20, 1978 the final site plan, except that the seventh green shall be relocated in a northerly direction so that it will not be situate over any point of the existing pipeline. Further, no greens, tees, bunkers or sand traps will be situate over the existing pipe line.

2. Kaye shall maintain at all times a minimum cover of earth over Transco's pipeline of thirty-six (36") inches.

3. The well site shown on said final site plan shall be relocated outside of the right of way and easement.

4. The construction and maintenance of said golf course shall not affect the safety of Transco's pipeline.

5. Kaye's right to construct and maintain said golf course shall be subject to the paramount right of Transco to construct, operate, maintain, repair, alter, change the size of and replace its pipeline, and to cut through said golf course improvements and facilities of Kaye in so doing. It is expressly understood and agreed, however, that any damage done to said golf course improvements or facilities shall not be the responsibility of Transco and that it shall be under no duty to repair same nor have any liability to any party in connection therewith.

6. Transco further reserves the right to construct, maintain, operate, repair, alter, replace and remove one or more pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products, upon, under or across the said right of way and easement, and particularly in the area of the golf course. It is expressly understood and agreed, however, that any such damage done to said golf course improvements or facilities shall not be the responsibility of Transco and that it shall be under no duty to repair same nor have any liability to any party in connection therewith.

BOOK 3067 PAGE 827

All of the covenants and conditions of said right of way agreement and easement set forth above except as expressly or implicitly modified herein are hereby ratified and confirmed and of full force and effect.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall run with the land and shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, administrators, successors and assigns with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

By: _____
Vice President

ATTEST:

_____
Assistant Secretary

_____
Robert M. Kaye

WITNESS:

_____

STATE OF ~~NEW JERSEY~~ TEXAS)

ss.:

COUNTY OF HARRIS)

BE IT REMEMBERED, that on , 1978, before me, the subscriber, a Notary Public personally appeared Virginia L. O'Brien who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that she is the Asst. Secretary of Transcontinental Gas Pipe Line Corporation, the Corporation named in the within Instrument; that Jay C. McElroy is the Vice President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed ~~his~~ her name thereto as attesting witness. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c), is less than One Hundred Dollars.
Sworn and Subscribed before
me, the date aforesaid.

Thelma Jean Langley
Notary Public in and
for Harris County, Texas
THELMA JEAN LANGLEY
Notary Public in and for Harris County, Texas
My Commission Expires 11-13-80

Virginia L. O'Brien
Assistant Secretary

STATE OF NEW JERSEY)

ss.:

COUNTY OF Monmouth)

BE IT REMEMBERED, that on February 8th, 1978, before me, the subscriber, A NOTARY PUBLIC OF NEW JERSEY, personally appeared ROBERT M. KAYE, who, I am satisfied, is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

John E. Sauer Sr.
JOHN E. SAUER, SR.
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 22, 1980

Prepared by:
Wendell A. Smith, Esq.

14970

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BOOK 3067 PAGE 826
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CLERK

555 BOOK 20 PAGE 1825 K00009

MODIFICATION OF EASEMENT

BETWEEN

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

- and -

ROBERT M. KAYE

9'25
CA

Dated: Feb 8 , 1978

Recorded and returned to:
TRANSCONTINENTAL GAS PIPE LINE
CORPORATION
Gateway I , Suite 500
Newark, NJ 07102
Prepared by: Wendell A. Smith, Esq.

Greenbaum, Greenbaum, Rowe & Smith
Sutton Metropark
Woodbridge, New Jersey 07095

BOOK 3067 PAGE 830

#10

BOOK 2577 PAGE 132

LD-9A
NEW JERSEY
REV. 5-58

STATE NEW JERSEY
COUNTY Middlesex
MUNICIPALITY Sayreville
LINE # 11-107
R/W LB. 5A-5
W. O. #
RODS

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned REMSEN REALTY CO., a New Jersey Corporation and RAMBLE REALTY CO., INC., a New Jersey Corporation

hereinafter called Grantor (whether one or more) for and in consideration of the sum of One Thousand and No/100 Dollars ($ 1,000.00) cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey with general warranty unto Transcontinental Gas Pipe Line Corporation, a Delaware Corporation, its successors and assigns (hereinafter called Grantee) a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing from time to time one or more pipe lines, together with valves, tie-overs and other appurtenant facilities, for the transportation of gas, oil, petroleum and petroleum products, upon, under or across a strip of land 75 feet in width located on the lands of the Grantor, in the Borough of Sayreville, Middlesex County, New Jersey, described as follows:

Being a part of that tract of land conveyed to the Grantors by Deed dated November 16, 1961, and recorded in Middlesex County, New Jersey in Deed Book 2297, Page 353.

The said strip of land seventy-five (75) feet in width shall be located twenty-five (25) feet on the northerly side and fifty (50) feet on the southerly side of the survey line as shown on Transcontinental Gas Pipe Line Corporation's Drawing No. NJB-141, attached hereto and made a part hereof.

together with such other rights as may be necessary or convenient for the full enjoyment or use of the rights herein granted, which such rights shall include, among others:

(a) the right to enter upon the right of way and easement herein granted and to pass along the said strip with equipment, material and men, at such times as Grantee may elect,

(b) the right from time to time to keep said right of way free from trees, undergrowth and all other obstructions that may endanger or interfere with the construction, operation and maintenance of Grantee's pipe lines,

(c) the right, during the initial construction period only, to enter upon, clear off, and use an additional strip of land 25 feet wide, such strip to be contiguous to the right of way herein granted, and

(d) the right to assign this grant in whole or in part.

Grantor specifically covenants and agrees:

(a) The strip of land 75 feet in width, first above described, is the permanent right of way granted.

(b) Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said permanent right of way or any part thereof, or use the said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without such approval.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until the first pipe line is constructed and so long thereafter as a pipe line is maintained thereon.

Grantor acknowledges that it has been paid for any damages caused or to be caused by the construction of the first pipe line hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for damages caused or to be caused by the construction of the first pipe line, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipe lines in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted.

Grantee, by its acceptance of this grant, acknowledges that the right of way and easement hereby granted and any pipe lines and other facilities or improvements heretofore or hereafter erected or installed on or in such right of way and easement are subject to the lien of the Mortgage and Deed of Trust, dated May 15, 1949, from Transcontinental Gas Pipe Line Corporation to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, and all Supplemental Indentures thereto, heretofore recorded in the County aforesaid.

MIDDLESEX COUNTY

BOROUGH OF S

ROAD

ERNSTON

Remsen Realty Co., Inc.

L85A -5

L85A -4

GARDEN STATE PARKWAY

Proposed 75' Right of Way

N50° 28' E-

761.42'

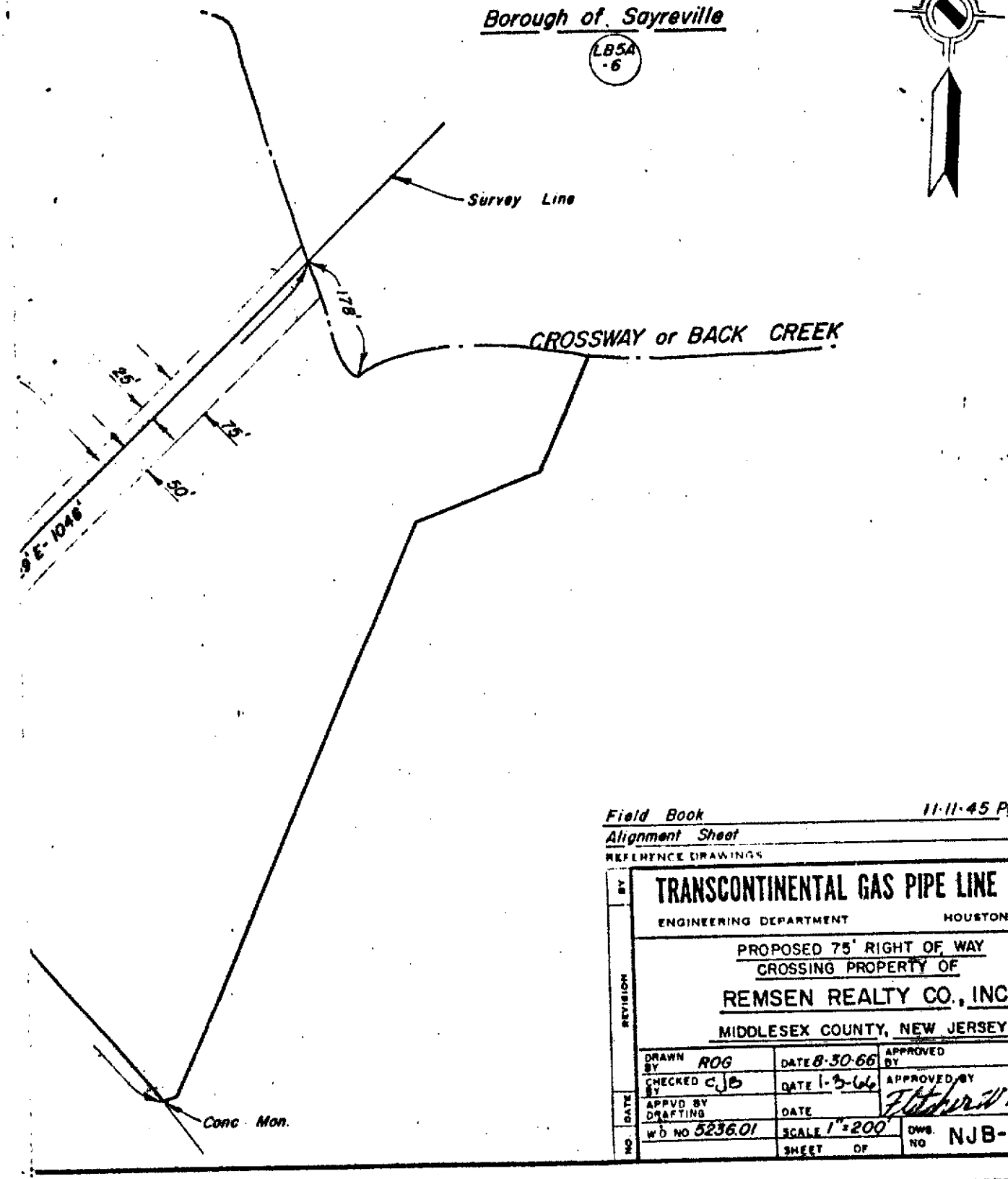
Note: Bearings Shown are Calculated Bearings from Astronomical Observations

BOOK 2577 PAGE 133

(2)

TY, NEW JERSEY
F SAYREVILLE

BOOK 2577 PAGE 134



Field Book 11-11-45 Pg. 23-24
Alignment Sheet NJ-203
REFERENCE DRAWINGS DWG. NO.

BY | REVISION | DATE | NO.

TRANSCONTINENTAL GAS PIPE LINE CORP.

ENGINEERING DEPARTMENT HOUSTON, TEXAS

PROPOSED 75' RIGHT OF WAY
CROSSING PROPERTY OF
REMSEN REALTY CO., INC.
MIDDLESEX COUNTY, NEW JERSEY

DRAWN BY ROG	DATE 8-30-66	APPROVED BY	DATE
CHECKED BY CJB	DATE 1-3-66	APPROVED BY Fletcher W Hartley ENGINEER	
APPVD BY DRAFTING	DATE		
W O NO 5236.01	SCALE 1" = 200'	DWG. NO NJB-141	
	SHEET OF		

(5)

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX }

BE IT REMEMBERED, that on this 22nd day of March in the year of our Lord One Thousand Nine Hundred and Sixty-Seven, before me, the subscriber, a Notary Public of New Jersey, personally appeared Edith Haefly who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction, that she is the Secretary of REMSEN REALTY CO., the party mentioned in the within Instrument, that Albert Corrado is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me, a Notary Public of N. J., at Fords, New Jersey the date aforesaid.

Claire R. Ludwig
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
FEBRUARY 28, 1972

Edith Haefly
Edith Haefly

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX }

BE IT REMEMBERED, that on this 22nd day of March in the year of our Lord One Thousand Nine Hundred and Sixty-Seven, before me, the subscriber, a Notary Public of New Jersey, personally appeared Charles E. Ludwig who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of RAMBLE REALTY CO., INC., the party mentioned in the within Instrument, that Charles M. Ludwig is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me, a Notary Public of N. J. at Fords, New Jersey the date aforesaid

Claire R. Ludwig
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
FEBRUARY 28, 1972

Charles E. Ludwig
Charles E. Ludwig

BOOK 2577 PAGE 135

LD-9A
NEW JERSEY
BACK

It is agreed that this grant covers all the agreements between the parties and no verbal representations or statements have been made, modifying, adding to, or changing the terms of this agreement.

IN WITNESS WHEREOF, the Grantor, h . . . . signed and sealed this agreement this . . . 22 . . . . day of MARCH, 19 67.

XXXXXX XXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXX ATTEST:

Edith Haefly
Edith Haefly, Secretary

ATTEST:

Charles E. Ludwig
Charles E. Ludwig, Secretary

REMSEN REALTY CO.

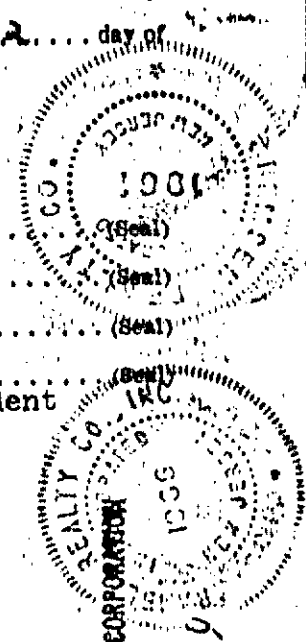
Albert Corrado
Albert Corrado, President (Seal)

(Seal)

RAMBLE REALTY CO., INC. (Seal)

Charles M. Ludwig
Charles M. Ludwig, President (Seal)





3245

RIGHT OF WAY AGREEMENT

TO

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

RECEIVED & RECORDED
MIDDLESEX COUNTY, N.J.
'67 APR 12 AM 9:54
BOOK 2577 PAGE 132
FRANK SCHATZMAN
CLERK

C.R.M. - Ives

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
744 BROAD ST.
NEWARK, N. J. 07102

STATE OF NEW JERSEY
COUNTY OF . . . . . } ss.:

BE IT REMEMBERED, that on this . . . . . day of . . . . . in the year One Thousand Nine Hundred and . . . . . , before me, ... , the subscriber, a Notary Public of New Jersey, personally appeared . . . . . , who, I am satisfied, ... the grantor(s) mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon . . . . . acknowledged that . . . . . signed, sealed and delivered the same as . . . . . voluntary act and deed, for the uses and purposes therein expressed.

. . . . . .
Notary Public of New Jersey

STATE OF NEW JERSEY
COUNTY OF . . . . . } ss.:

BE IT REMEMBERED, that on this . . . . . day of . . . . . , in the year One Thousand Nine Hundred and . . . . . , before me, ... , a Notary Public of New Jersey, personally appeared . . . . . , of full age, and to me well known, who, being duly sworn according to law, on his oath said that he saw the within named . . . . . , sign, seal and deliver the within instrument as . . . . . voluntary act and deed; and that the deponent at the same time signed the same as subscribing witness.

. . . . . .
(Signature of witness)

CLAIRE R. LUDWIG
NOTARY PUBLIC OF NEW JERSEY

Sworn to and subscribed before me
at Fanwood, New Jersey
the day and year aforesaid.
Claire R. Ludwig
Notary Public of New Jersey

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
FEBRUARY 28, 1972

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

INSTR # 2018081891
O BK 17299 PG 992 Pgs 992 - 1002; (11 pgs)
RECORDED 09/18/2018 02:59:03 PM
ELAINE M. FLYNN, COUNTY CLERK IB
MIDDLESEX COUNTY, NEW JERSEY
RECORDING FEES: $133.00

Official Use Only	

Date of Document	**Type of Document**
9/11/18	Right of way
First Party Name	**Second Party Name**
Borough of Sayreville	Transcontinental Gas Pipe Line Company, LLC
Additional First Parties	**Additional Second Parties**

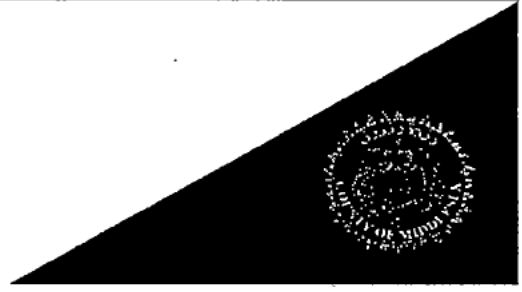
THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block 451 454	**Lot** 1.09
Municipality Sayreville	**Consideration** [redacted]
Mailing Address of Grantee 99 Farber Road Princeton, NJ 08540	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	**Original Page**

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.

This cover page is for use in Middlesex County, New Jersey only.

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.



11

Line #:
R/W #:
Tax #: Block 451, Lot 1.09
Block 454, Lot 1
Municipality: Sayreville
County: Middlesex
State: New Jersey

Prepared by: Monica N. Stahl, Esq.

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 11th day of September, 2018 by and between BOROUGH OF SAYREVILLE, a municipal corporation of the State of New Jersey, having an address at 167 Main Street, Sayreville, New Jersey 08872 (hereinafter called GRANTOR) and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, Texas 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreements dated March 22, 1967 and recorded in the Middlesex County Clerk's Office in Deed Book 2577 at Page 132, and dated June 14, 1996 and recorded in the Middlesex County Clerk's Office in Deed Book 4344 at Page 818, as the same may have been heretofore supplemented, modified and amended (collectively referred to as the "Original Agreement"), the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, changing the size of, and removing its pipeline(s) and appurtenant facilities for the transportation of natural gas under, upon, over, through and across those certain lands located in the Borough of Sayreville, Middlesex County, New Jersey, and described as follows:

Block 451, Lot 1.09 as described in deed dated October 3, 1977 and recorded October 5, 1977 in the Middlesex County Clerk's Office in Deed Book 3000, Page 291 and deed dated October 10, 1984 and recorded October 11, 1984 in the Middlesex County Clerk's Office in Deed Book 3384, Page 581; and

Block 454, Lot 1 as described in Final Decree for Foreclosure of Tax Certificate recorded November 27, 1940 in the Middlesex County Clerk's Office in Deed Book 1183, Page 28;

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline(s) is/are constructed within the permanent right of way and easement hereinafter described. One additional pipeline, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the

permanent right of way and easement hereinafter described during the course of planning of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way", "Area of Right of Way" and "Area of Right of Way Within Existing Right of Way" (collectively, referred to herein as "permanent right of way"), all as shown on two drawings, comprising Drawing No. 24-1947-80-06A-B/NJ-MI-33, revised through April 9, 2018 (two sheets, each marked "Exhibit A-1") and Drawing No. 24-1947-80-06A-B/NJ-MI-34, revised through April 9, 2018 (two sheets, each marked "Exhibit A-2"), and attached hereto and made a part hereof.

3. During the course of construction of the additional pipeline, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use additional strips of land contiguous to the permanent right of way described above, such strips of land being identified (i) on the attached Exhibit A-1 as "Area of Temporary Work Space Outside Existing Right of Way" and (ii) on the attached Exhibit A-2 as "Total Areas of Temporary Workspace Outside Existing Right of Way" and "Total Areas of Temporary Workspace Within Existing Right of Way."

4. Should the Federal Energy Regulatory Commission fail to issue a Certificate of Public Convenience and Necessity for the Project for the additional pipeline, facilities or improvements authorized above within five (5) years from the date of this Agreement, this Agreement shall terminate. In such an event, Grantor specifically covenants and agrees that the Original Agreement, and the rights granted thereunder, shall remain in full force and effect.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, described in Paragraph 2 above, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of the additional pipeline, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental

agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or gross negligence of Grantor.

(c) During the course of construction of the additional pipeline, facilities or improvements authorized above, Grantee shall, at its own expense, procure and maintain in effect the following insurance:

(i) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the work is to be performed and Employer's Liability insurance with limits of One Million ($1,000,000) Dollars per occurrence.

(ii) Commercial General Liability insurance providing coverage for premises, bodily injury, property damage, personal injury, blanket contractual liability, covering Grantee's insurable indemnification obligations under this Agreement, products and completed operations coverage for independent contractors and broad form property damage coverage with a combined single limit of Two Million ($2,000,000) Dollars each occurrence with an annual aggregate of Ten Million ($10,000,000) Dollars.

(iii) Business Automobile Liability insurance providing coverage for all owned, non-owned and hired automobiles used by Grantee in the performance of this Agreement with a combined single limit of One Million ($1,000,000) Dollars for each occurrence of bodily injury and property damage.

(iv) Excess or Umbrella Liability insurance with a limit of Ten Million ($10,000,000) Dollars for each occurrence with an annual aggregate of Ten Million ($10,000,000) Dollars. This limit applies in excess of each of the insurances set forth above in paragraphs (i) (Employer's Liability), (ii) (Commercial General Liability) and (iii) (Business Automobile Liability), which are scheduled as primary.

(v) Pollution/Environmental Liability insurance with a limit of Two Million ($2,000,000) Dollars each occurrence where the work involves or includes Grantee handling, transporting, disposing or performing work or operations with hazardous substances, contaminates, waste, toxic materials or any potential pollutants. Grantee may satisfy Pollution Liability insurance under the Commercial General Liability insurance.

If any insurance is provided on a claims-made basis, Grantee shall maintain continuous coverage during construction of the additional pipeline, facilities or improvements authorized above and in addition to the coverage requirements above, such policy shall provide that: (i) policy retroactive date coincides with or precedes the insured's initial work under this Agreement (including subsequent policies purchased as renewals or replacements; (ii) policy allows for reporting of circumstances or incidents that might give rise to future claims; (iii) Grantee shall maintain similar insurance for at least two (2) years following work completion, including the requirement of adding Grantor as an additional insured; and (iv) if insurance is terminated for any reason, Grantee agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

All above-mentioned policies shall provide the following: be primary to any other insurance or self-insurance carried by Grantor; contain standard cross-liability provisions, where applicable; and provide for a waiver of all rights of subrogation against Grantor by Grantee and its insurers. All above-mentioned insurance policies, with the exception of workers' compensation, shall include Grantor and its respective successors and assigns as additional insureds.

Prior to the start of construction of the additional pipeline, facilities or improvements authorized above, Grantee shall deliver to Grantor evidence of the required insurance in the form of Certificates of Insurance. The Certificates of Insurance and the insurance policies required by this Agreement shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until prior written notice has been given to Grantor per the terms of the policy(ies). Grantee shall notify Grantor of any reduction of coverage limits in any of the insurance policies providing the required insurance under this Agreement but shall be obligated to retain or obtain new policies which meet these coverage limits.

All insurance required under this Agreement shall have ratings of A-/VII or better in the Best's Key Rating Insurance Guide, or equivalent if not rated by A.M. Best, as of the date of the certificates evidencing such required insurance. Failure to obtain and maintain the insurance required under this Agreement shall constitute a material breach of this Agreement and Grantee will be liable for any and all costs, liabilities and damages (including attorneys' fees, court costs and settlement expenses) resulting to Grantor from such breach. The required liability insurance can be met under a primary or an excess policy or any combination thereof.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands this 11th day of September, 2018.

ATTEST / WITNESS:

Theresa Farbaniec
Municipal Clerk

BOROUGH OF SAYREVILLE

By: _____
Kennedy O'Brien
Mayor

ACKNOWLEDGMENT

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX }

On this 11th day of September, 2018, before me a Notary Public of the State of New Jersey, the undersigned, personally appeared Kennedy O'Brien, who acknowledged himself to be the Mayor of the Borough of Sayreville, the municipality named in this instrument, and that he as Mayor, being authorized to do so by a proper resolution of its municipal governing body, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joan Marie Kemble
Notary Public

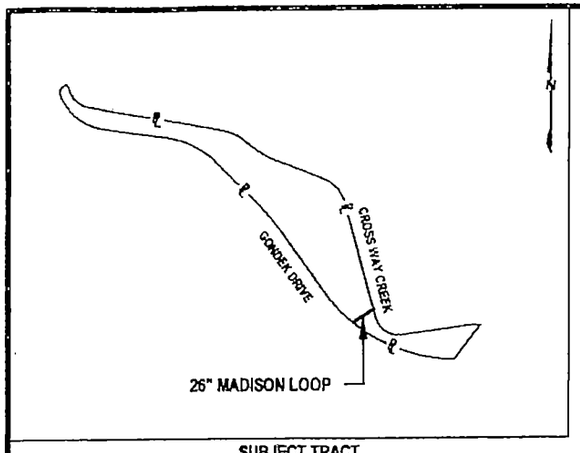
Joan Marie Kemble
Printed Name

My Commission Expires

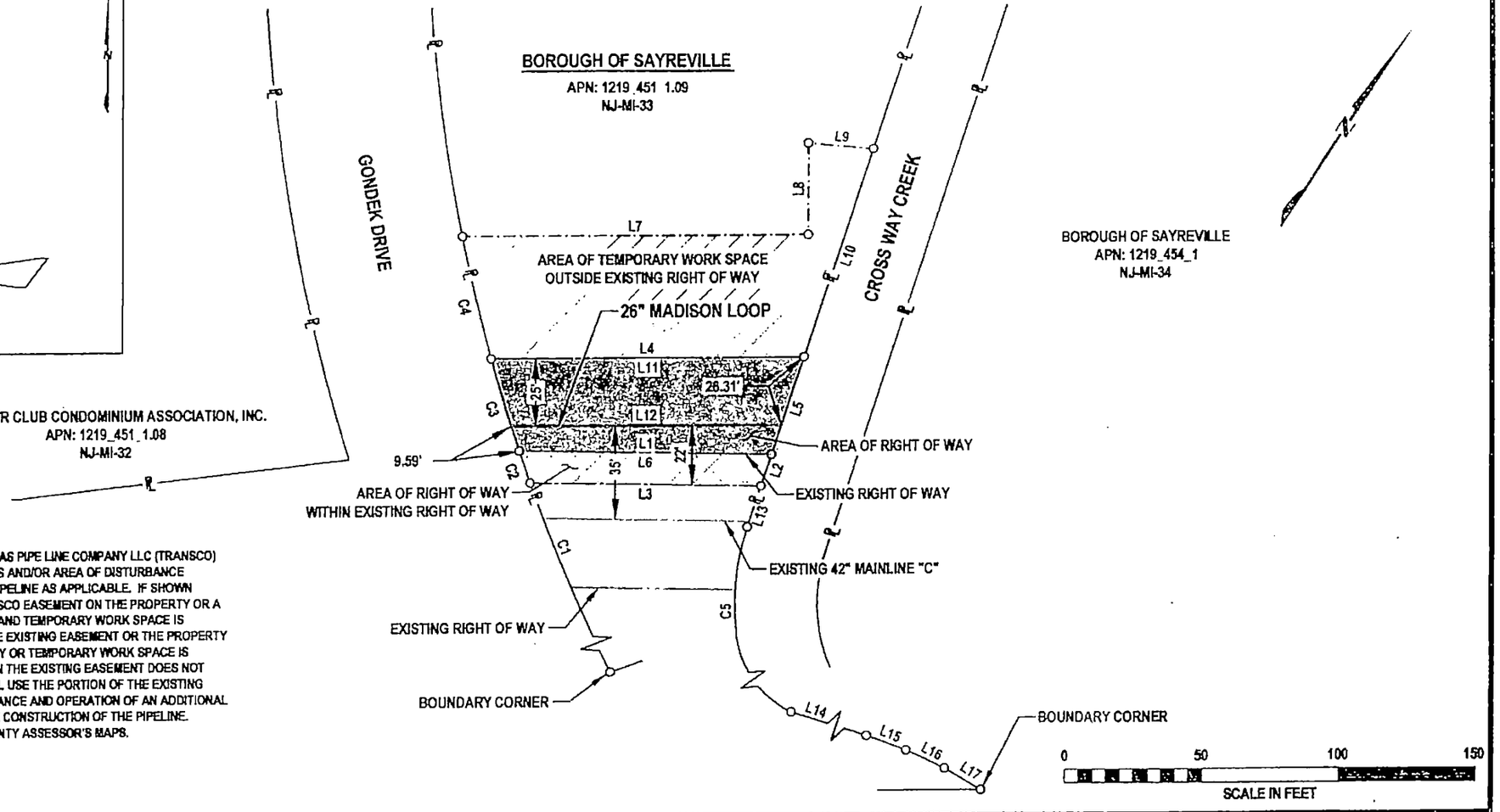
Joan Marie Kemble
Notary Public
New Jersey
My Commission Expires July 17, 2023
No. 2375739

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Book17299/Page999 CFN#20180081891



SUBJECT TRACT
N.T.S.



NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 98.68 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 0.09 ACRE
   AREA OF RIGHT OF WAY ..... 0.08 ACRE
   AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY ..... 0.02 ACRE
   AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 0.15 ACRE
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	09/22/17	STC	ISSUED FOR R.O.W.	1185727	CLR	EL
1	11/08/17	STC	REISSUED FOR R.O.W.	1185727	W.	EL
2	04/09/18	STC	REISSUED FOR R.O.W.	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
BOROUGH OF SAYREVILLE
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: 1" = 50'
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 2
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-33	SHEET 1 OF 2
WO: 1185727			

Page 8 of 11

Book17299/Page1000 CFN#20180081891

CONNECTION COURSES

LINE #	BEARING	DISTANCE
C1	R= 660.00' CHB= N 70° 53' 00" W	L= 415.79' CHD= 408.95'
L13	S 15° 11' 15" E	16.03'
C5	R= 90.00' CHB= S 56° 31' 06" E	L= 129.84' CHD= 118.87'
L14	N 82° 09' 03" E	269.79'
L15	N 84° 44' 56" E	15.56'
L16	N 89° 56' 34" E	15.56'
L17	S 84° 51' 31" E	15.56'

AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
C2	R= 660.00' CHB= N 52° 17' 35" W	L= 12.50' CHD= 12.50'
L1	N 57° 43' 56" E	92.17'
L2	S 15° 11' 15" E	12.15'
L3	S 57° 38' 31" W	84.32'

AREA OF RIGHT OF WAY

LINE #	BEARING	DISTANCE
C3	R= 660.00' CHB= N 50° 12' 09" W	L= 35.66' CHD= 35.65'
L4	N 56° 38' 42" E	114.26'
L5	S 15° 11' 15" E	37.76'
L6	S 57° 43' 56" W	92.17'

AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
C4	R= 660.00' CHB= N 46° 38' 51" W	L= 46.25' CHD= 46.24'
L7	N 56° 38' 42" E	126.29'
L8	N 33° 21' 19" W	33.67'
L9	N 61° 58' 22" E	23.79'
L10	S 15° 11' 15" E	80.47'
L11	S 56° 38' 42" W	114.26'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L12	N 56° 38' 42" E	98.68'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.
2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 98.68 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 0.09 ACRE
   AREA OF RIGHT OF WAY ..... 0.08 ACRE
   AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY ..... 0.02 ACRE
   AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 0.15 ACRE
   PROPERTY LINE .....
   POINT OF INTERSECTION .....
3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

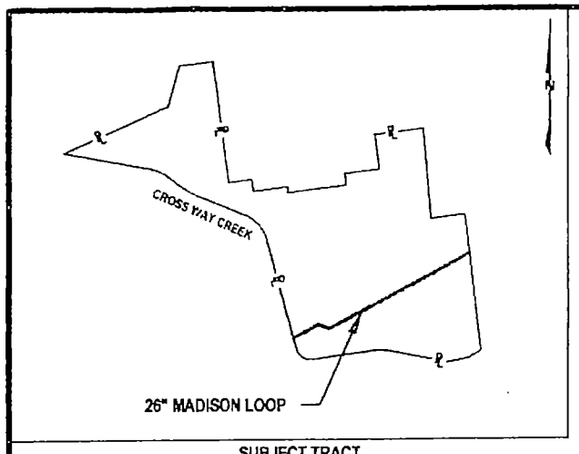
NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	09/22/17	STC	ISSUED FOR R.O.W.	1185727	CLR	EL
1	11/08/17	STC	REISSUED FOR R.O.W.	1185727	W.	EL
2	04/09/18	STC	REISSUED FOR R.O.W.	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
BOROUGH OF SAYREVILLE
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

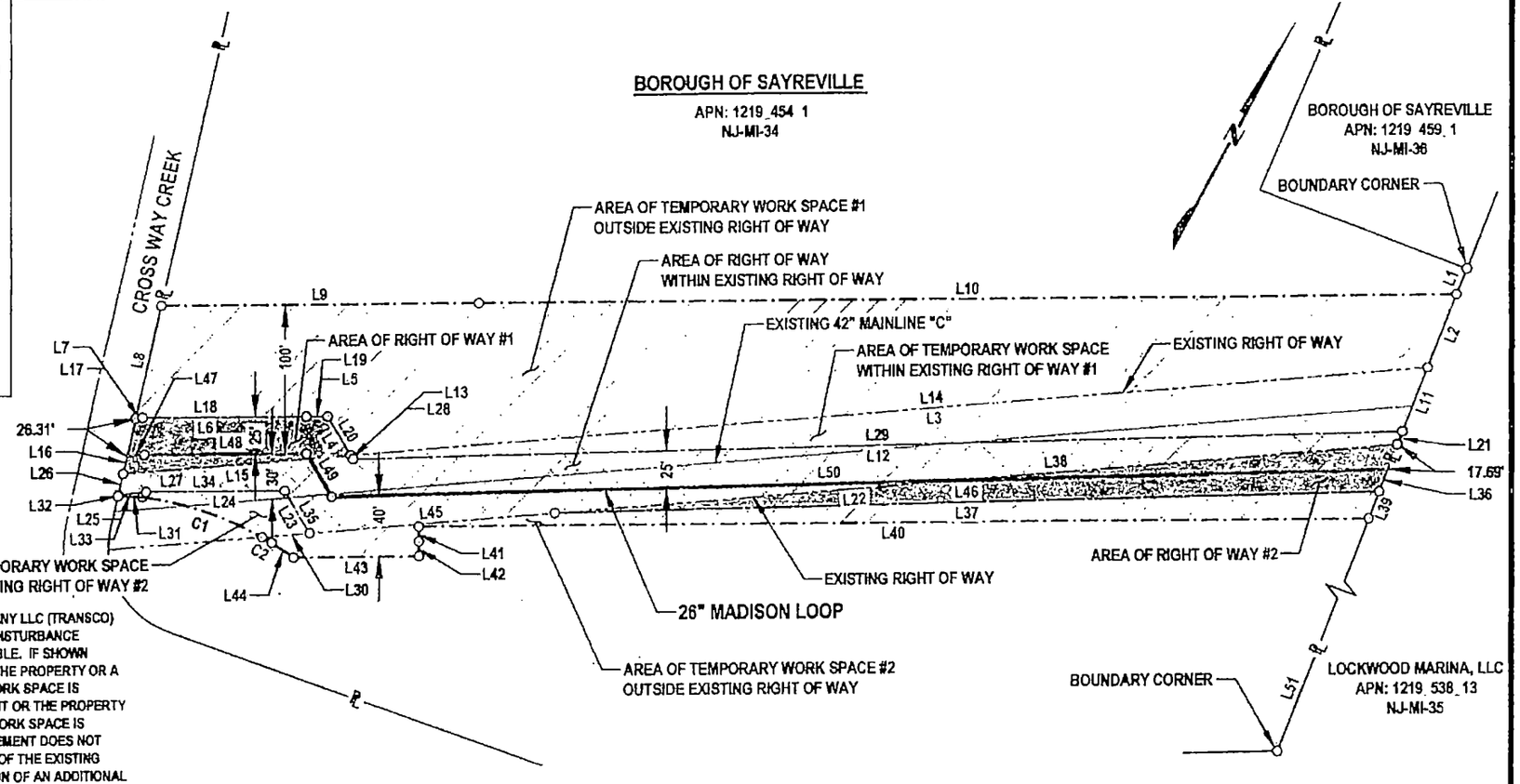
Williams

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 2
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-33	SHEET 2 OF 2
WO: 1185727			

Book17299/Page1001 CFN#20180081891



SUBJECT TRACT
N.T.S.



NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 857.66 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 1.00 ACRE
   TOTAL AREAS OF RIGHT OF WAY ..... 0.30 ACRE
   AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY ..... 0.54 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY .. 1.70 ACRES
   TOTAL AREAS OF TEMPORARY WORK SPACE WITHIN EXISTING RIGHT OF WAY ... 0.41 ACRE
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	09/22/17	STC	ISSUED FOR R.O.W.	1185727	CLR	EL
1	04/09/18	STC	REISSUED FOR R.O.W.	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
BOROUGH OF SAYREVILLE
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 1
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-34	SHEET 1 OF 2
WO: 1185727	BJ MI 34_SAYREVILLE		

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CONNECTION COURSES

LINE #	BEARING	DISTANCE
L1	S 06° 42' 01" E	18.46'
L51	S 06° 42' 01" E	406.61'

AREA OF TEMPORARY WORK SPACE #1 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L2	S 06° 42' 01" E	52.43'
L3	S 57° 43' 58" W	718.93'
L4	N 58° 03' 28" W	30.71'
L5	S 61° 56' 27" W	14.43'
L6	S 61° 56' 32" W	109.92'
L7	S 56° 38' 42" W	4.64'
L8	N 15° 11' 15" W	77.47'
L9	N 61° 56' 01" E	212.62'
L10	N 61° 56' 32" E	650.54'

AREA OF TEMPORARY WORK SPACE WITHIN EXISTING RIGHT OF WAY #1

LINE #	BEARING	DISTANCE
L11	S 06° 42' 01" E	46.08'
L12	S 60° 55' 44" W	698.87'
L13	N 58° 03' 25" W	2.90'
L14	S 57° 43' 58" W	718.93'

AREA OF RIGHT OF WAY #1

LINE #	BEARING	DISTANCE
L15	S 57° 43' 58" W	153.29'
L16	N 15° 11' 15" W	38.38'
L17	N 56° 38' 42" E	4.64'
L18	N 61° 56' 32" E	109.92'
L19	N 61° 56' 27" E	14.43'
L20	S 58° 03' 28" E	30.71'

AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L21	S 06° 42' 01" E	9.34'
L22	S 57° 43' 58" W	562.47'
L23	N 58° 03' 27" W	33.21'
L24	S 61° 56' 32" W	93.17'
L25	S 56° 38' 42" W	18.73'
L26	N 15° 11' 15" W	14.24'
L27	N 57° 43' 58" E	153.29'
L28	S 58° 03' 25" E	2.90'
L29	N 60° 55' 44" E	698.87'

AREA OF TEMPORARY WORK SPACE WITHIN EXISTING RIGHT OF WAY #2

LINE #	BEARING	DISTANCE
L30	S 57° 43' 58" W	31.96'
C1	R= 221.30' CHB= S 80°56'16" W	L= 85.75' CHD= 85.21'
L31	S 63° 57' 03" W	16.24'
L32	N 15° 11' 15" W	1.10'
L33	N 56° 38' 42" E	18.73'
L34	N 61° 56' 32" E	93.17'
L35	S 58° 03' 27" E	33.21'

AREA OF RIGHT OF WAY #2

LINE #	BEARING	DISTANCE
L36	S 06° 42' 01" E	33.91'
L37	S 60° 55' 44" W	548.69'
L38	N 57° 43' 58" E	562.47'

AREA OF TEMPORARY WORK SPACE #2 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L39	S 06° 42' 01" E	19.30'
L40	S 61° 56' 32" W	631.96'
L41	S 28° 01' 44" E	10.00'
L42	S 28° 01' 38" E	10.00'
L43	S 61° 56' 31" W	83.75'
L44	N 83° 54' 48" W	17.82'
C2	R= 221.30' CHB= N 86° 59' 10" W	L= 7.54' CHD= 7.54'
L45	N 57° 43' 58" E	163.91'
L46	N 60° 55' 44" E	548.69'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L47	N 56° 38' 42" E	11.69'
L48	N 61° 56' 32" E	108.76'
L49	S 58° 03' 27" E	33.90'
L50	N 60° 55' 44" E	703.31'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.
2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 857.66 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 1.00 ACRE
   TOTAL AREAS OF RIGHT OF WAY ..... 0.30 ACRE
   AREA OF RIGHT OF WAY WITHIN EXISTING RIGHT OF WAY ..... 0.54 ACRE
   TOTAL AREAS OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY .. 1.70 ACRES
   TOTAL AREAS OF TEMPORARY WORK SPACE WITHIN EXISTING RIGHT OF WAY ... 0.41 ACRE
   PROPERTY LINE .....
   POINT OF INTERSECTION .....
3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

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NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
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1	04/09/18	STC	REISSUED FOR R.O.W.	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
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BOROUGH OF SAYREVILLE
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 1
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-08A-B/NJ-MI-34	SHEET 2 OF 2
WO: 1185727	21 M 34 SAYREVILLE		

Page 11 of 11

TEMPORARY USE AGREEMENT

THIS TEMPORARY USE AGREEMENT (this "Agreement") is made this 18th day of September, 2026, by and between BOROUGH OF SAYREVEILLE, a municipal corporation of the State of New Jersey ("Borough"), with offices at 167 Main Street, Sayreville, New Jersey 08872, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company ("Transco"), with principal offices at 2800 Post Oak Boulevard, Houston, Texas 77251. Borough and Transco are individual referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Borough is the fee owner of a parcel identified as Block 451, Lot 1.09 on the official Tax Map of the Borough of Sayreville, Middlesex County, New Jersey (the "Property");

WHEREAS, the Property is encumbered with a restriction against disposal or diversion from recreation and conservation uses in accordance with the New Jersey Department of Environmental Protection ("NJDEP"), Green Acres Program, rules and regulations (N.J.S.A. 13:8A-1 et seq. and N.J.A.C. 7:36-1.1 et seq.);

WHEREAS, Transco is a "natural gas company" under the Natural Gas Act of 1938, 15 U.S.C.A. §717 et seq., and, as such, is regulated by the Federal Energy Regulatory Commission ("FERC") as to facilities, construction, rates, and types of service, and regulated by the United States Department of Transportation, Pipeline & Hazardous Materials Safety Administration, as to federal pipeline minimum safety standards;

WHEREAS, Transco has permanent easement rights across the Property, which rights pre-date the Green Acres restriction;

WHEREAS, during the construction of a natural gas pipeline in association with the Northeast Supply Enhancement Project (the "Project"), Federal Energy Regulatory Commission docket numbers CP17–101–007, CP20–49–001, Transco requires temporary workspace outside of its existing right of way on the Property, as shown on "Exhibit A" (the "Temporary Use Area");

WHEREAS, Transco's use of the Temporary Use Area does not constitute a diversion of parkland under the Green Acres regulations. However, any temporary use of parkland for a public purpose other than recreation and conservation purposes is subject to Green Acres regulations under N.J.A.C. 7:36-25.14;

WHEREAS, Borough desires to enter into this Agreement with Transco to allow Transco to use whatever interests it may have in the Temporary Use Area during construction of the Project; and

WHEREAS, on August 27, 2026, this Agreement was approved by NJDEP in accordance with N.J.A.C. 7:36-25.14(a).

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Right to Use Temporary Use Area. Borough provides Transco with the right to use whatever rights it may have across the Temporary Use Area set forth in "Exhibit A" during the Term of this Agreement. Upon and subject to the terms and conditions set forth herein, each Party hereby expressly covenants and agrees to observe and perform all of the obligations herein contained on its part to be observed and performed. Notwithstanding anything to the contrary contained herein, the rights of the Parties are subject to and shall be exercised in accordance with Green Acres rules and regulations, N.J.A.C. 7:36-26.1 et seq.

Transco's use of the Temporary Use Area shall generally not limit the public's access to the Property, except in the specific area of construction of the Project. Transco shall be permitted to place reasonable restrictions on the public's access to the Property when such restrictions are necessary and proper under the circumstances to ensure public safety during construction of the Project.

2. Public Benefit. This Agreement provides for the temporary use necessary for the construction of the Project by Transco. The Project provides a sufficient public benefit in accordance with N.J.A.C. 7:36-25.14(f)(1) in that it will provide the Project's customers with access to additional supplies of natural gas and benefit the consuming public by providing enhanced reliability and resiliency.

3. Term. The term of this Agreement shall commence on the date hereof and shall remain in effect for a one-year period or until construction of the Project is completed, whichever is earlier (the "Term"). The Term may be extended for up to an additional twelve months upon notice and written approval of the Borough and NJDEP. Notwithstanding anything to the contrary contained herein, Transco shall have the right to use the Temporary Use Area following the Term to perform any and all restoration activities in accordance with any federal, state or local restoration requirements, including any restoration required by FERC. It is acknowledged that, pursuant to N.J.A.C. 7:36-25.14(b)(2) & (3), any use of the Temporary Use Area for more than two and a half years is a diversion and requires approval by the NJDEP Commissioner and the Statehouse Commission and appropriate compensation. The term of this Agreement shall not be extended beyond this two-and-a-half-year period.

4. Compensation. Transco agrees to pay Township $5,000 for use of the Temporary Use Area. Pursuant to N.J.A.C. 7:36-25.14(g), this compensation shall be used by the Borough for

operating, maintenance or capital expenses related to its funded parkland or its recreation program as a whole.

5. Restoration of Temporary Use Area. Transco will restore the Temporary Use Area, and any other areas of the Property disturbed by Transco or its representatives, to the same condition that existed at the commencement of the Term of this Agreement pursuant to N.J.A.C. 7:36-25.14(b)(8) and with any other applicable federal, state or local restoration requirements.

6. Indemnification. During the Term of this Agreement, Transco agrees to assume all risks of, and liability for, and defend, indemnify, protect and hold harmless Borough and NJDEP from and against any and all liability, losses or costs, including reasonable attorneys' fees, incurred by Borough and/or NJDEP, whether foreseen or unforeseen, arising from, caused by, connected with or growing out of the negligent acts or omissions of Transco, its agents, servants, employees, and contractors in connection with construction of the Project to be performed at the Property. Transco further agrees to defend, indemnify and hold harmless the Borough from and against any fines, penalties, and/or monetary damages pertaining to construction of the Project to be performed at the Property.

7. Insurance. As a separate and independent obligation, and without limiting the indemnity obligation of Transco or its insurers, at any and all times throughout the Term of this Agreement, and for as long thereafter as necessary to support any post completion obligations of Transco, Transco shall, at its sole expense, obtain and maintain commercial general liability insurance with respect to any work on the Property. Such insurance shall be in the amount of $2,000,000.00 per occurrence and $5,000,000.00 in the aggregate for bodily injury and property damage. The above insurance shall name Borough and NJDEP as additional insureds. Transco shall ensure that its subcontractors maintain insurance meeting insurance requirements applicable

to the subcontracted work as determined by Transco. Transco shall furnish Borough and NJDEP with satisfactory proof that Transco has obtained all applicable insurance as described in this Section and shall furnish to Borough and NJDEP certificates of insurance.

8. Compliance and Permits. Transco shall comply with all applicable federal, state and local statutes, rules, regulations, codes and ordinances pertaining to construction of the Project to be performed at the Property. Transco shall be responsible for obtaining all required permits and approvals for construction of the Project to be performed. All required permits and approvals shall be provided to the Borough and NJDEP prior to any construction of the Project being performed.

9. Miscellaneous.

a. Transco agrees that this Agreement shall be binding upon its successors and assigns.

b. This Agreement may be executed in counterparts, each counterpart of which shall be treated as an original and all of which together will constitute one and the same instrument. Execution and delivery of this Agreement by exchange of PDF or electronic signatures, as long as they are authorized by the signatory, will be valid and binding.

c. This Agreement, and all exhibits hereto, contains the entire agreement between the Parties about use of the Temporary Use Area. This Agreement shall be modified only by writing signed and duly authorized by both Parties and approved by the NJDEP.

d. If any Agreement provision is invalid or unenforceable to any extent, then that provision and the remainder of this Agreement shall continue in effect and be enforceable to the fullest extent permitted by law.

e. The failure of either Party to exercise any of its rights is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving its rights.

f. This Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles.

[*Signatures on next page*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

Attest:

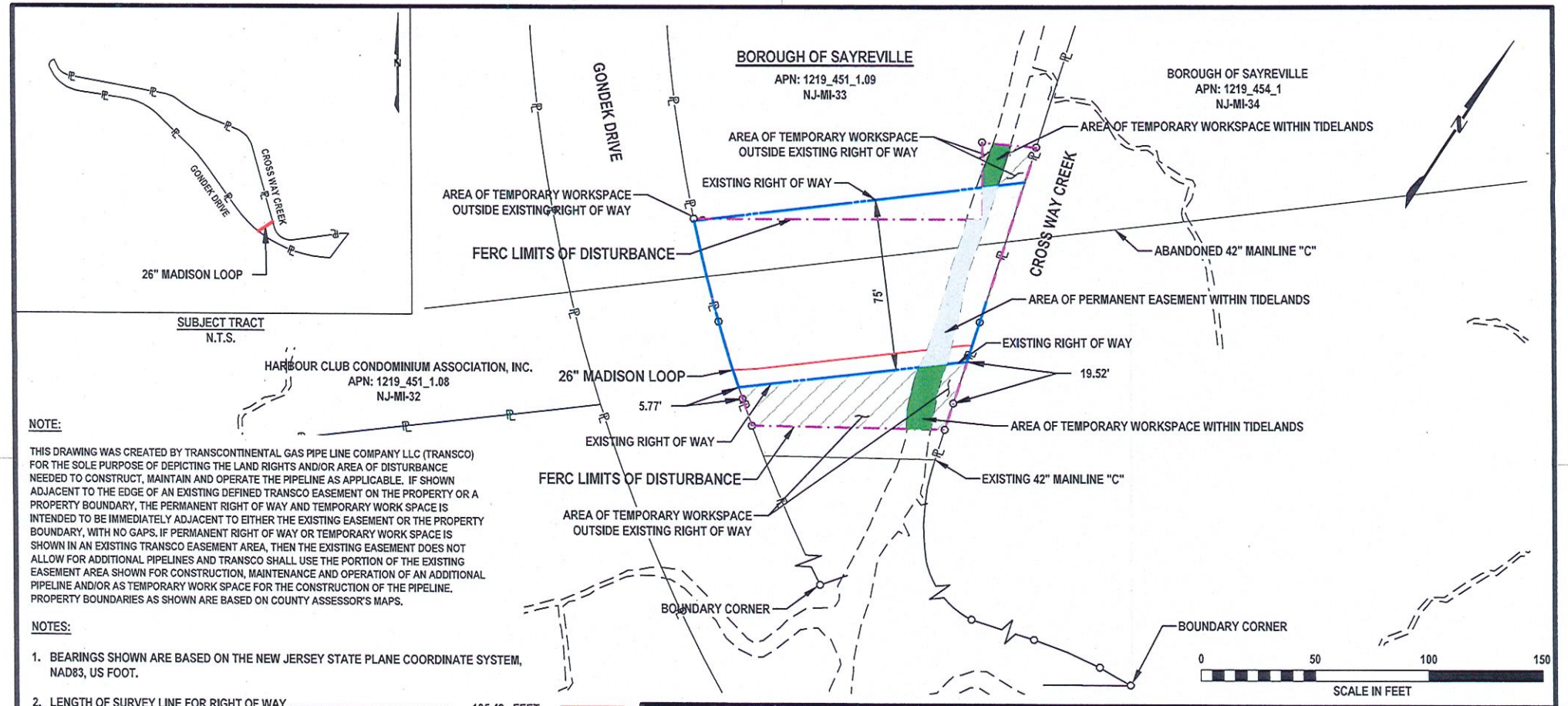
Jessica Mercado

BOROUGH OF SAYREVILLE

By: _____
Name:
Title: KENNEDY O'BRIEN, MAYOR

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

By: Patrick Mucluskey
Name: Patrick Mucluskey
Title: Lead Land Representative



NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 105.42 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 0.19 ACRE
   AREA OF TEMPORARY WORKSPACE WITHIN TIDELANDS ..... 470.67 SQ. FT.
   AREA OF PERMANENT EASEMENT WITHIN TIDELANDS ..... 632.85 SQ. FT.
   AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY ..... 0.05 ACRE
   PROPERTY LINE .....
   POINT OF INTERSECTION .....
   FERC LIMITS OF DISTURBANCE .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
BOROUGH OF SAYREVILLE
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	09/22/17	STC	ISSUED FOR R.O.W.	1185727	CLR	EL
1	11/08/17	STC	REISSUED FOR R.O.W.	1185727	W.	EL
2	04/09/18	STC	REISSUED FOR R.O.W.	1185727	W.	EL
3	05/18/26	JJB	REISSUED FOR R.O.W.	1185727	W.	RS
4	08/03/26	JJB	REISSUED FOR R.O.W.	1185727	W.	RS

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: 1" = 50'
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 4
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-33-1967	SHEET 1 OF 1
WO: 1185727	NJ-MI-33-1967_SAYREVILLE	8/3/2026 2:08pm Dreajsh \\wgnhsuprej01\projects\MAPPING\JLOOP\MADISON_2025_LAND\CONDITIdelands\24-1947-80-06A-B-NJ-MI-33-1967.dwg	

A. CERTIFICATION BY THE GOVERNING BODY (I.E. MUNICIPALITY WHERE PROJECT IS LOCATED)

Note: This certification is required for all TWA applications.

Name of Facility/Site/Project: NESE - Madison Loop

Certifying Statement:

"As an authorized representative of the below identified governing body, I hereby certify that the municipality consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of all municipal ordinances."

Borough of Sayreville
Name of Municipality or Municipal Authority

Signature of Authorized Representative *

Date

Kennedy O'Brien
Print or Type Name

Mayor
Print or Type Position

Mayor@sayreville.com
Email

732-390-7007
Telephone

* Authorization to sign for the agency:

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

INSTR # 2018050350
O BK 17201 PG 1355 Pgs 1355 - 1362; (8 pgs)
RECORDED 06/06/2018 12:27:14 PM
ELAINE M. FLYNN, COUNTY CLERK SM
MIDDLESEX COUNTY, NEW JERSEY

Official Use Only	
Date of Document 5/16/18	Type of Document Right of Way
First Party Name Lockwood Marina, LLC	Second Party Name Transcontinental Gas Pipe Line Company, LLC
Additional First Parties	Additional Second Parties

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block 538	Lot 13
Municipality Sayreville	Consideration [redacted]
Mailing Address of Grantee 99 Farber Road Princeton, NJ 08540	8

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	Original Page

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.
This cover page is for use in Middlesex County, New Jersey only.
Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Prepared by: _____

Line #: 11-207
R/W #: 5A-9
Tax #: 538/13
Municipality: Sayreville
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 16th day of May, 2018 by and between **LOCKWOOD MARINA, LLC**, a New Jersey limited liability company, having an address at 1825 Highway 35, South Amboy, NJ 08879 (hereinafter called GRANTOR whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated March 21, 1967 and recorded in the County Clerk's Office, in Deed Book 2577 at Page 127 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, inspecting, operating, repairing, altering, replacing, changing the size of, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products or other liquids, gases or substances of any kind which can be transported through pipelines, under, upon, over, through and across those certain lands located in the Borough of Sayreville, Middlesex County, New Jersey, and described as follows:

Block 538, Lot 13 as described in deed dated December 3, 2002 and recorded in the Middlesex County Clerk's Office on February 6, 2003 in Deed Book 5144, Page 368

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted], and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline(s) is/are constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and

communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Existing Right of Way" and "Proposed Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the first of the additional pipelines, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Temporary Work Space."

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 16th day of May, 2018.

ATTEST / WITNESS:

LOCKWOOD MARINA, LLC

Lucy B Rutter

By: William Lockwood

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

On this 16th day of May, 2018, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared William Lockwood, who acknowledged him/herself to be the President of **LOCKWOOD MARINA, LLC**, a limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

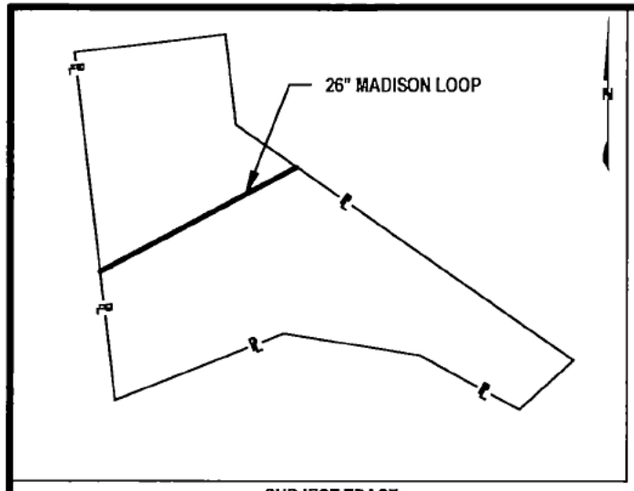
Catherine Wisneski
Notary Public

Catherine Wisneski
Printed Name

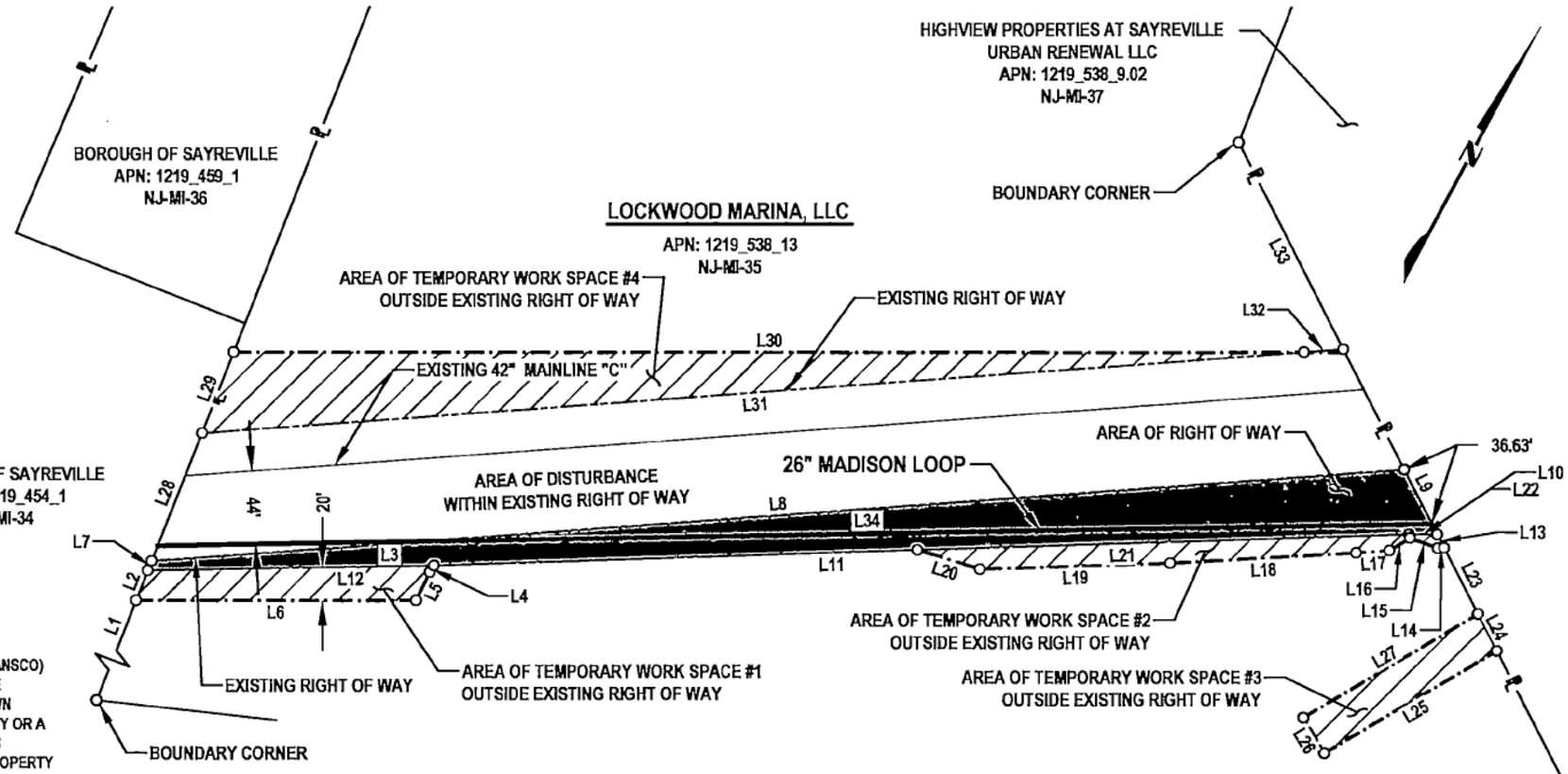
My Commission Expires:

CATHERINE WISNESKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/16/2019

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540



SUBJECT TRACT
N.T.S.



NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

Exhibit A

0 100 200 300
SCALE IN FEET

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 767.59 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 1.24 ACRES
   AREA OF RIGHT OF WAY ..... 0.42 ACRE
   AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY .... 0.58 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 1.24 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
LOCKWOOD MARINA, LLC
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	04/18/17	EE	ISSUED FOR R.O.W.	1185727	SGH	EL
1	05/15/17	EE	REISSUED FOR R.O.W.	1185727	STC	EL
2	04/09/18	STC	REISSUED FOR R.O.W.	1185727	W.	EL

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 2
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-35	SHEET 1 OF 2
W.O: 1185727	NJ-MI-35_LOCKWOOD	K:\MAPPING\NJ\ATLOOP\057_UBLANDIA-PLAT\Dwg\24-1947-80-06A-B-NJ-MI-35.dwg	

Page 7 of 8
Book17201/Page1361 CFN#2018050350

CONNECTION COURSES

LINE #	BEARING	DISTANCE
L1	N 06° 42' 15" W	391.47'
L23	S 55° 07' 19" E	44.87'
L28	N 06° 42' 15" W	83.14'
L32	N 57° 43' 58" E	23.80'
L33	N 55° 07' 19" W	139.60'

AREA OF TEMPORARY WORK SPACE #1 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L2	N 06° 42' 15" W	19.30'
L3	N 60° 55' 44" E	171.95'
L4	S 01° 07' 55" W	4.65'
L5	S 01° 36' 02" E	18.93'
L6	S 61° 56' 32" W	168.25'

AREA OF RIGHT OF WAY

LINE #	BEARING	DISTANCE
L7	N 06° 42' 15" W	6.20'
L8	N 57° 43' 58" E	756.50'
L9	S 55° 07' 19" E	44.10'
L10	S 61° 56' 33" W	16.99'
L11	S 60° 05' 32" W	588.17'
L12	S 60° 55' 44" W	171.95'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L34	N 60° 55' 44" E	767.59'

AREA OF TEMPORARY WORK SPACE #2 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L13	S 55° 07' 19" E	9.28'
L14	S 60° 07' 40" W	3.83'
L15	S 81° 59' 27" W	17.77'
L16	S 30° 42' 35" W	14.64'
L17	S 57° 55' 37" W	20.25'
L18	S 58° 47' 54" W	112.85'
L19	S 60° 05' 08" W	114.48'
L20	S 79° 09' 55" W	39.24'
L21	N 60° 05' 32" E	296.77'
L22	N 61° 56' 41" E	16.99'

AREA OF TEMPORARY WORK SPACE #3 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L24	S 55° 07' 19" E	25.05'
L25	S 31° 11' 59" W	121.19'
L26	N 58° 48' 02" W	25.00'
L27	N 31° 11' 59" E	122.80'

AREA OF TEMPORARY WORK SPACE #4 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L29	N 06° 42' 15" W	52.43'
L30	N 61° 56' 32" E	644.33'
L31	S 57° 43' 58" W	665.21'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.
2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 767.59 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 1.24 ACRES
   AREA OF RIGHT OF WAY ..... 0.42 ACRE
   AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY .... 0.58 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY ..... 1.24 ACRES
   PROPERTY LINE .....
   POINT OF INTERSECTION .....
3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	04/18/17	EE	ISSUED FOR R.O.W.	1185727	SGH	EL
1	05/15/17	EE	REISSUED FOR R.O.W.	1185727	STC	EL
2	04/09/18	STC	REISSUED FOR R.O.W.	1185727	W.	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY
AND AREA OF TEMPORARY WORK SPACE
CROSSING THE PROPERTY OF
LOCKWOOD MARINA, LLC
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 2
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-35	SHEET 2 OF 2
WO: 1185727	NJ-MI-35_LOCKWOOD		

Page 8 of 8
Book17201/Page1362 CFN#2018050350

[redacted]

#11

MIDDLESEX COUNTY CLERK

Return To:

WILLIAM- TRANSCO PIPELINE
349 STATE RT. 31-STE 601
FLEMINGTON, NJ 08822

Index DEED BOOK

Book 05834 Page 0039

No. Pages 0008

Instrument DEED W/O ABSTRA

Date : 6/25/2007

Time : 4:02:58

Control # 200706250820

INST# DE 2007 009387

Employee ID RECKJ

LOCKWOOD
WILLIAM V.

RECORDING	$	50.00
DARM	$	18.00
NJPRPA	$	12.00
- - - - -	$	.00
- - - - -	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	80.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK

200706250820

COUNTY OF MIDDLESEX

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DO NOT REMOVE THIS PAGE. TO ACCESS THE IMAGE OF THE DOCUMENT RECORDED HEREUNDER BY BOOK AND PAGE NUMBER, USE THE BOOK AND PAGE NUMBER ABOVE.

B05834P0039

PREPARED BY:

MARK STEVENS
Attorney at Law of the
State of NJ

Line: 11-107

R/W No. LB5A-9

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK
07 JUN 25 PM 4:07
BOOK #
PAGE #
OF PAGES

AMENDMENT TO RIGHT OF WAY AGREEMENT

BETWEEN

TRANCONTINENTAL GAS PIPE LINE CORPORATION

AND WILLIAM V. LOCKWOOD & MARY LOUISE LOCKWOOD

DATED MARCH 21, 1967

WHEREAS, by Right of Way Agreement executed by William V. Lockwood and Mary Louise Lockwood, dated March 21, 1967, and recorded in the Middlesex County Clerk's Office in Deed Book 2577, Page 127 (hereinafter referred to as "Original Agreement"), TRANSCONTINENTAL GAS PIPE LINE CORPORATION (hereinafter referred to as "Transco" or "Grantee") is the owner of rights of way and easements for pipeline purposes across the lands described in the Original Agreement in Middlesex County, New Jersey, reference being made here to the Original Agreement for a complete description of the lands involved and for all other purposes; and

WHEREAS, Transco has heretofore constructed one pipeline across said lands in accordance with said Original Agreement and now desires to construct a replacement pipeline across said lands; and

WHEREAS, LOCKWOOD MARINA, L.L.C., a New Jersey limited liability company, is the successor in interest to William V. Lockwood & Mary Louise Lockwood (collectively the said limited liability company and individuals are hereinafter referred to as "Grantor"), and, as the present owner of the lands involved, has agreed with Transco to enter into this subsequent agreement for the purpose of modifying and amending the Original Agreement.

NOW THEREFORE, it is agreed by and between Grantor and Transco that, insofar as the lands owned by Grantor are concerned, said Original Agreement shall be and is hereby amended as follows:

1. Grantee's permanent right of way and easement shall be as shown on Williams Gas Pipeline Drawing No. 24-06-80/25973-B, one sheet, entitled "TRANSCONTINENTAL GAS PIPE LINE CORPORATION PROPOSED RIGHT-OF-WAY HDD CROSSING PROPERTY OF LOCKWOOD MARINA, L.L.C. BOROUGH OF SAYREVILLE MIDDLESEX COUNTY, NEW JERSEY", dated December 6, 2005 and last revised January 17, 2007, attached hereto as Exhibit "A" and made a part hereof. Upon completion of the installation of the

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Williams – Transco Pipeline
349 State Route 31, Suite 601
Flemington, NJ 08822

SCANNED

replacement pipeline, Grantee will remove any section of the old pipeline no longer in use on Grantor's lands. Upon any such removal Grantee hereby relinquishes and abandons a portion of the original "Right of Way" that was described in the Original Agreement dated March 21, 1967. The portion that is to be relinquished and abandoned is as depicted in Exhibit A as "Area of Right of Way to be Abandoned 1" and "Area of Right of Way to be Abandoned 2", and also referenced in Note 2 of Exhibit A as "Area of R.O.W. To Be Abandoned 0.920 Acres".

2. During periods of pipeline construction, replacement, removal, or maintenance, Grantee shall have the right to clear and use, as temporary work space only, reasonable areas adjoining the above described right of way, all as shown on Exhibit A.

3. Grantor shall not place or construct upon said permanent right of way any buildings, trees, boat racks, or other improvements or obstructions that would, in Grantee's sole discretion and opinion, endanger Grantee's pipeline or interfere with the construction, operation, or maintenance of any existing or future pipeline(s) or facilities, except that Grantor and Grantee agree to the following:

   A. Grantor is permitted to cross the permanent right of way with a travel lift, which lift together with its load shall equal no more than seventy-five (75) tons of combined load; provided, however, that the maximum wheel load permitted to cross the permanent right of way is limited to 44,400 pounds.

   B. Excepting the area as set forth above in sub-paragraph A, Grantor reserves the right to use the permanent right of way for itself or for its invitees for such purposes as passage, parking, and the storage of boats, yachts, or vehicles, provided that such usage does not interfere with Grantee's maintenance and operation of the pipeline.

4. Grantor shall be responsible for any costs and expenses incurred by Grantor to remove boats, yachts, vehicles, or equipment from the permanent right of way during periods of pipeline construction. Grantee shall provide to Grantor reasonable notice in writing in advance of pipeline construction.

5. Grantor may, at its option, build roadways, streets, or install utilities across the right of way, provided that, a minimum of twenty (20) days prior to commencement of work, reasonable plans and profiles for such installations are submitted to Grantee's pipeline representatives (attention: Superintendent) in Linden, New Jersey or such other location as designated in writing in advance by Grantee. Any roadways or streets must clear Grantee's pipelines by a minimum of thirty-six (36") inches after construction and any utilities must clear Grantee's pipelines by a minimum of eighteen (18") inches after construction. Grantor agrees that it will not change the grade over the pipeline. Grantee's approval shall not be unreasonably withheld as long as such construction will not, in Grantee's opinion, interfere with the safe

operation and maintenance of Grantee's pipelines. Grantor agrees to modify such plans if, in the opinion of Grantee, its rights or any pipeline within the right of way will be endangered. Grantee has ten (10) business days after receipt of notice to submit its objections to Grantor. If the objections are not received within the ten (10) business days, Grantor may proceed as indicated in the original request without further permission.

6. Grantee shall have no further obligation to pay for damages caused to the value of the land within the permanent right of way due to or during periods of pipeline construction, replacement, removal, inspection, or maintenance, except for damages to existing improvements, growing crops, fences, and existing timber.

7. Grantee will not build any fences on, in or along the edge of the right of way.

8. Grantor reserves the right to use for itself or its invitees and licensees the right of way premises for such purposes as passage, parking, and the storing of boats, yachts, motor vehicles, and other vessels provided that such usage shall not interfere with the maintenance of the pipeline.

9. Grantee agrees to restore, as near as practicable, the surface of the right of way to its original condition.

10. At all times during construction Grantee agrees to provide reasonable access to Grantor across the right of way.

11. Grantee agrees that it will not install above-ground facilities on the right of way, excepting pipeline markers.

12. Grantee recognizes the existence of utilities and service connections necessary and incidental to the operation of Grantor's business. Grantee will make any reasonable changes and/or modifications to Grantor's facilities as agreed to between both parties.

13. Paragraph "b" entitled "Grantee, by its acceptance hereof, covenants and agrees;" contained in the Original Agreement is hereby superseded and replaced as follows: (b) Grantee will indemnify, defend and hold harmless the Grantor, its agents, employees, successors, and assigns from any claims or suits whatsoever, including without limiting the generality of the foregoing, claims for consequential damages, loss of profits and damage to the property of Grantor or that of third parties (such as but not limited to vessel owner's whose vessels are on Grantor's premises), including costs, litigation expenses, reasonable counsel fees, and liability incurred in connection therewith paid either under judgment, settlement or otherwise which may be asserted against the Grantor arising out of any and all acts or omissions: (i) of Grantee, its agents, employees, successors, and assigns in its exercise of the rights herein granted; or (ii) caused in part by Grantor, its agents, employees, successors, and assigns, subcontractor(s), vendor(s), materialman(s), or any other

person(s) or entities directly or indirectly engaged in the performance of work or any activity associated therewith or relative thereto, except that there shall not be any such indemnification or defense for the intentional acts and/or sole negligence of Grantor and its agents, employees, successors, and assigns, subcontractor(s), vendor(s), materialman(s), or any other person(s) or entities.

14. Grantee understands that Grantor does not provide security on Grantor's lands, and Grantor is not responsible for the acts of vandals.

15. This amendment is entered into between Grantor and Grantee at the Borough of Sayreville, New Jersey. This amendment will be governed by and construed in accordance with the laws of the State of New Jersey. Provided that appropriate jurisdiction exists, all disputes and matters whatsoever arising under and in connection with or incident to this amendment shall be litigated, if at all, in and before the United States District Court for the District of New Jersey. If that court lacks jurisdiction, then any claims or disputes shall be referred to arbitration within the State of New Jersey in the United States. The arbitration rules of the American Arbitration Association shall be followed and arbitration shall take place at the city and state of Grantor's offices. The arbitration panel shall consist of three (3) arbitrators, who shall be familiar with the subject matter contained in the amendment. Grantor and Grantee shall each select an arbitrator and the third arbitrator shall be selected by the two arbitrators selected by Grantor and Grantee. Any award made hereunder shall be final and binding, and, for the purpose of enforcement, may be entered for judgment in any court of competent jurisdiction to the exclusion of the courts or any other state or country.

16. Any provision in this amendment which is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability, and the validity and enforceability of the remaining terms and conditions of this amendment will not otherwise be affected.

17. Each party hereto agrees that it has been represented by independent legal counsel during the negotiation of this amendment, and this amendment shall not be construed against either party as a result of drafting and is acknowledged to be the product of mutual negotiations between Grantor and Grantee.

For and in consideration of the premises and of the sum of Fifty Thousand Ten and 00/100 Dollars ($50,010.00) in hand paid, Grantor does hereby grant and convey unto Grantee, its successors and assigns, a right of way and easement in accordance with the terms and provisions of the Original Agreement as herein and hereby amended; as herein amended said Original Agreement is fully ratified and confirmed by the parties hereto and shall be binding and inure to the benefit of the successors and assigns of each.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to Right of Way Agreement Between Transcontinental Gas Pipe Line Corporation and William V.

Lockwood & Mary Louise Lockwood Dated March 21, 1967 as of the day and year set forth immediately beneath his or her signature, it being understood that the date of this Instrument for all purposes hereof, and the date to be inserted in the first space provided above, shall be the date upon which the last of the parties hereto execute this Instrument.

ATTEST/WITNESS:

EUGENE J. MCGINNIS
ATTORNEY AT LAW
STATE OF N.J.

LOCKWOOD MARINA, LLC

BY: William Lockwood

WILLIAM LOCKWOOD

ATTEST/WITNESS:

David A. Glenn
Assistant Secretary

TRANSCONTINENTAL GAS
PIPE LINE CORPORATION

BY: Lenore C. Komatar

LENORE C. KOMATAR
MANAGER, LAND & ROW

STATE OF New Jersey

SS

COUNTY OF Middlesex

I HEREBY CERTIFY that on this the 23rd day of January, 2007, before me, a Notary Public in and for the State and County

aforesaid, personally appeared William Lockwood, known to me to be the managing member of Lockwood Marina, L.L.C., and that being authorized to do so, executed the foregoing Instrument for the purposes stated therein, and as a voluntary act and deed of Lockwood Marina, LLC.

IN WITNESS WHEREOF, I have set my hand and official seal.

Phyllis E. Garten
Notary Public

PHYLLIS E. GARTEN
A Notary Public Of New Jersey
My Commission Expires July 28, 2007

My commission Expires:_____.

STATE OF TEXAS

COUNTY OF HARRIS

I HEREBY CERTIFY that on this the 31 day of December, 2007, before me, a Notary Public in and for the State and County

aforesaid, personally appeared Lenore C. Komatar

known to me to be the Manager, Land-ROW of Transcontinental Gas Pipe Line Corporation, and that being authorized to do so, executed the foregoing Instrument for the purposes stated therein, and as a voluntary act and deed of Transcontinental Gas Pipe Line Corporation.

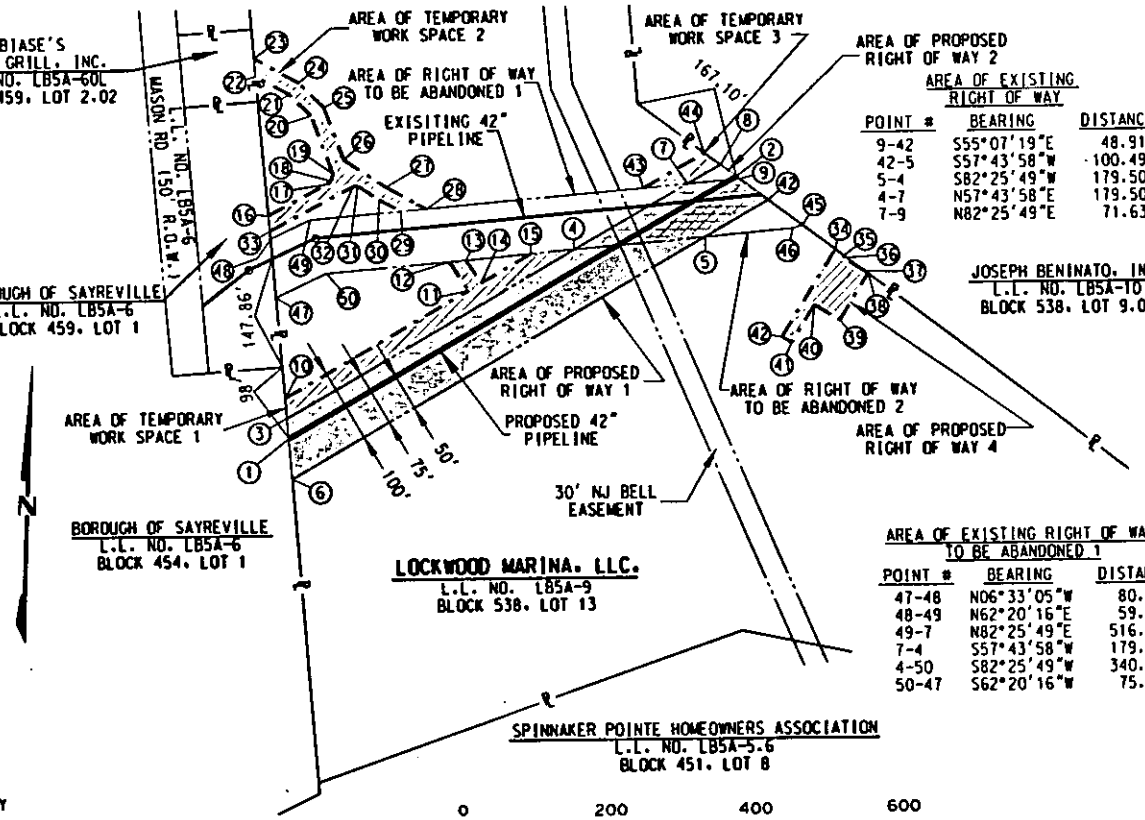
IN WITNESS WHEREOF, I have set my hand and official seal.

M F K Morris
Notary Public

My commission Expires: May 30, 2010.

M F K MORRIS
Notary Public, State of Texas
My Commission Expires
May 30, 2010

EXHIBIT A



SURVEY LINE FOR PROPOSED RIGHT OF WAY HDD

POINT #	BEARING	DISTANCE
1-2	N57°43'58"E	710.11'

AREA OF PROPOSED RIGHT OF WAY 1

POINT #	BEARING	DISTANCE
3-4	N57°43'58"E	455.57'
4-5	N82°25'49"E	179.50'
5-6	S57°43'58"W	654.77'
6-3	N06°33'05"W	83.24'

AREA OF PROPOSED RIGHT OF WAY 2

POINT #	BEARING	DISTANCE
7-8	N57°43'58"E	52.46'
8-9	S55°07'19"E	32.48'
9-7	S82°25'49"W	71.63'

AREA OF TEMPORARY WORK SPACE 2

POINT #	BEARING	DISTANCE
16-17	N06°40'52"W	21.88'
17-18	N49°12'45"E	6.94'
18-19	N14°25'42"E	10.00'
19-20	N21°36'45"W	85.59'
20-21	N46°55'44"W	40.55'
21-22	N63°06'45"W	52.43'
22-23	N06°12'12"W	24.78'
23-24	S62°27'03"E	68.92'
24-25	S46°55'44"E	47.70'
25-26	S21°57'47"E	76.68'
26-27	S58°17'20"E	70.42'
27-28	S63°34'48"E	61.01'
28-29	S82°25'49"W	35.70'
29-30	N63°30'08"W	33.25'
30-31	N58°17'20"W	34.51'
31-32	S85°47'09"W	6.09'
32-33	S59°21'55"W	129.44'
33-16	N06°40'52"W	21.88'

AREA OF EXISTING RIGHT OF WAY

POINT #	BEARING	DISTANCE
9-42	S55°07'19"E	48.91'
42-5	S57°43'58"W	100.49'
5-4	S82°25'49"W	179.50'
4-7	N57°43'58"E	179.50'
7-9	N82°25'49"E	71.63'

AREA OF TEMPORARY WORK SPACE 4

POINT #	BEARING	DISTANCE
34-35	S55°07'19"E	15.07'
35-36	S29°29'34"W	3.33'
36-37	S60°30'26"E	35.34'
37-38	S55°07'19"E	4.68'
38-39	S29°29'34"W	74.56'
39-40	N60°30'26"W	40.00'
40-41	S29°29'34"W	59.53'
41-42	N60°30'26"W	15.00'
42-34	N29°29'34"E	141.47'

AREA OF TEMPORARY WORK SPACE 1

POINT #	BEARING	DISTANCE
3-10	N06°33'05"W	27.75'
10-11	N57°43'58"E	290.05'
11-12	N35°15'32"W	46.77'
12-13	N82°25'49"E	22.59'
13-14	S35°15'32"E	37.38'
14-15	N57°41'38"E	79.09'
15-4	N82°25'49"W	59.83'
4-3	S57°43'58"W	455.57'

AREA OF TEMPORARY WORK SPACE 3

POINT #	BEARING	DISTANCE
8-7	S57°43'58"W	52.46'
7-43	S82°25'49"W	59.83'
43-44	N57°43'58"E	96.28'
44-8	S55°07'19"E	27.13'

AREA OF EXISTING RIGHT OF WAY TO BE ABANDONED 1

POINT #	BEARING	DISTANCE
47-48	N06°33'05"W	80.40'
48-49	N62°20'16"E	59.65'
49-7	N82°25'49"E	516.60'
7-4	S57°43'58"W	179.50'
4-50	S82°25'49"W	340.23'
50-47	S62°20'16"W	75.32'

AREA OF EXISTING RIGHT OF WAY TO BE ABANDONED 2

POINT #	BEARING	DISTANCE
42-45	S55°07'19"E	57.64'
45-46	S69°38'06"W	13.94'
46-5	S82°25'49"W	120.23'
5-42	N57°43'58"E	100.49'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD 83.
2. TOTAL LENGTH OF SURVEY LINE FOR PROPOSED R.O.W. . . 710.11'
   AREA OF R.O.W. TO BE ABANDONED . . . . . 0.920 ACRES
   AREA OF EXISTING R.O.W. TO REMAIN . . . . . 0.268 ACRES
   AREA OF PROPOSED R.O.W. . . . . 0.974 ACRES
   AREA OF TEMPORARY WORK SPACE . . . . . 0.622 ACRES
3. TAX MAP 138

THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY WILLIAMS/TRANSCONTINENTAL GAS PIPELINE CORPORATION FOR THE SOLE PURPOSE OF CREATING A RIGHT-OF-WAY ACQUISITION AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE.

N.J. LICENSE LAND SURVEYOR NO. 34841 DATE:
MICHAEL F. BURNS

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
1	7-31-06	CVT	CHANGES TO OVERALL DESIGN	47216	CMS	CMS
2	1-17-07	CVT	ADD DESCRIPTION FOR WORKSPACE	47216	CMS	CMS

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
PROPOSED RIGHT-OF-WAY
HDD CROSSING PROPERTY OF
LOCKWOOD MARINA, LLC.
BOROUGH OF SAYREVILLE
MIDDLESEX COUNTY, NEW JERSEY

Williams GAS PIPELINE

DRAWN BY: CVT	DATE: 12-06-05	ISSUED FOR BID:	SCALE: 1"=200'
CHECKED BY:	DATE:	ISSUED FOR CONSTRUCTION:	
APPROVED BY:	DATE:	DRAWING NUMBER: 24-06-80/25973-B	SHEET 1 OF 1
PM:	UNIV. ID:	8x29.32 Alt V18/2007 C:\WORK\Cad\Proposals\25973-lockwood-01.dgn	

B05834P0046

#11

LB-9A
NEW JERSEY
REV. 5-58

STATE NEW JERSEY
COUNTY ..... Middlesex .....
MUNICIPALITY . Sayreville .....
LINE # ..... 11-107 .....
R/W ..... LB5A-9 .....
W. O. # ..... 5236-0104 .....
RODS .....

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned, ...

..... WILLIAM V. LOCKWOOD and MARY LOUISE LOCKWOOD, h/w .....

hereinafter called Grantor (whether one or more) for and in consideration of the sum of .....

..... ONE HUNDRED AND NO/00 ..... Dollars ($ 100.00 ....)

cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey with general warranty unto Transcontinental Gas Pipe Line Corporation, a Delaware Corporation, its successors and assigns (hereinafter called Grantee) a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing from time to time one or more pipe lines, together with valves, tie-overs and other appurtenant facilities, for the transportation of gas, oil, petroleum and petroleum products, upon, under or across a strip of land ...75..... feet in width located on the lands of the Grantor, in the . Borough ..... of . Sayreville ....., Middlesex ..... County, New Jersey, described as follows: Being a part of that tract of land conveyed to Grantor by deed dated September 10, 1958 and recorded in Middlesex County Clerk's Office in Deed Book 2047, Page 151.

The said strip of land seventy-five (75) feet in width shall be located twenty-five (25) feet on the northerly side and fifty (50) feet on the southerly side of the survey line as shown on Transcontinental Gas Pipe Line Corporation's Drawing No. NJA-612, Rev. 2, attached hereto and made a part hereof.

RIDER ATTACHED.

BOOK 2577 PAGE 127

RIDER
ATTACHED TO RIGHT OF WAY AGREEMENT

1. Grantor will not store or park any boats or yachts on the said right of way, however, Grantor hereby gives notice to Grantee that weight of approximately twenty-seven (27) tons will pass on, along and across the right of way.

2. Grantors may, at their option, build roadways, streets or install the usual utilities across the right of way herein granted provided that reasonable plans and profiles for such installations are submitted to Grantee's Pipe Line Superintendent at Linden, New Jersey at least twenty (20) days prior to the commencement of any work, provided such installations, after work, clear Grantee's pipe lines by a minimum of twelve (12) inches. Grantee will approve such construction in writing forthwith, if such construction will not, in Grantee's opinion, interfere with the safe operation and maintenance of Grantee's pipe lines. Grantor agrees that it will modify such plans, if, in the opinion of Grantee, any pipe lines within the easement will be endangered. If objection is not filed within ten (10) days after receipt of request, Grantor may proceed as indicated in original request without further permission.

3. Grantor is permitted to cross the right of way with tracks for travel lifts to support approximately twenty-seven (27) tons. Location of said tracks are indicated on Drawing No. NJA-612, Rev. 2, attached hereto and made a part hereof..

4. Grantee will not build any fence on or along the edge of the said right of way.

5. Grantor reserves the right to use for itself or its invitees the right of way premises for such purposes as passage and parking of motor vehicles, provided, however, that such usage shall not interfere with the maintenance of the aforesaid pipe line.

6. Grantee agrees to restore the surface of the right of way to as near its original condition as possible.

7. Grantee agrees that it will install no above-ground facilities on the right of way herein granted.

8. At all times during construction Grantee agrees to provide Grantor access across the right of way.

9. Grantee recognizes the existence of present utilities and service connections necessary and incidental to operation of Grantor's business and Grantee will make necessary changes, and modifications to Grantor's facilities as agreed upon between the parties.

10. Grantee will provide Grantor with a Certificate of Insurance indicating statuatory Workmens Compensation Insurance and also evidence of Public Liability.

Witness:

William V. Lockwood
WILLIAM V. LOCKWOOD

Mary Louise Lockwood
MARY LOUISE LOCKWOOD

together with such other rights as may be necessary or convenient for the full enjoyment or use of the rights herein granted, which such rights shall include, among others:

(a) the right to enter upon the right of way and easement herein granted and to pass along the said strip with equipment, material and men, at such times as Grantee may elect,

(b) the right from time to time to keep said right of way free from trees, undergrowth and all other obstructions that may endanger or interfere with the construction, operation and maintenance of Grantee's pipe lines,

(c) the right, during the initial construction period only, to enter upon, clear off, and use an additional strip of land . . . . 25. . . . . feet wide, such strip to be contiguous to the right of way herein granted, and

(d) the right to assign this grant in whole or in part.

Grantor specifically covenants and agrees:

(a) The strip of land . . . 75. . . . . feet in width, first above described, is the permanent right of way granted.

(b) Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said permanent right of way or any part thereof, or use the said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without such approval.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until the first pipe line is constructed and so long thereafter as a pipe line is maintained thereon.

Grantor acknowledges that it has been paid for any damages caused or to be caused by the construction of the first pipe line hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for damages caused or to be caused by the construction of the first pipe line, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipe lines in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

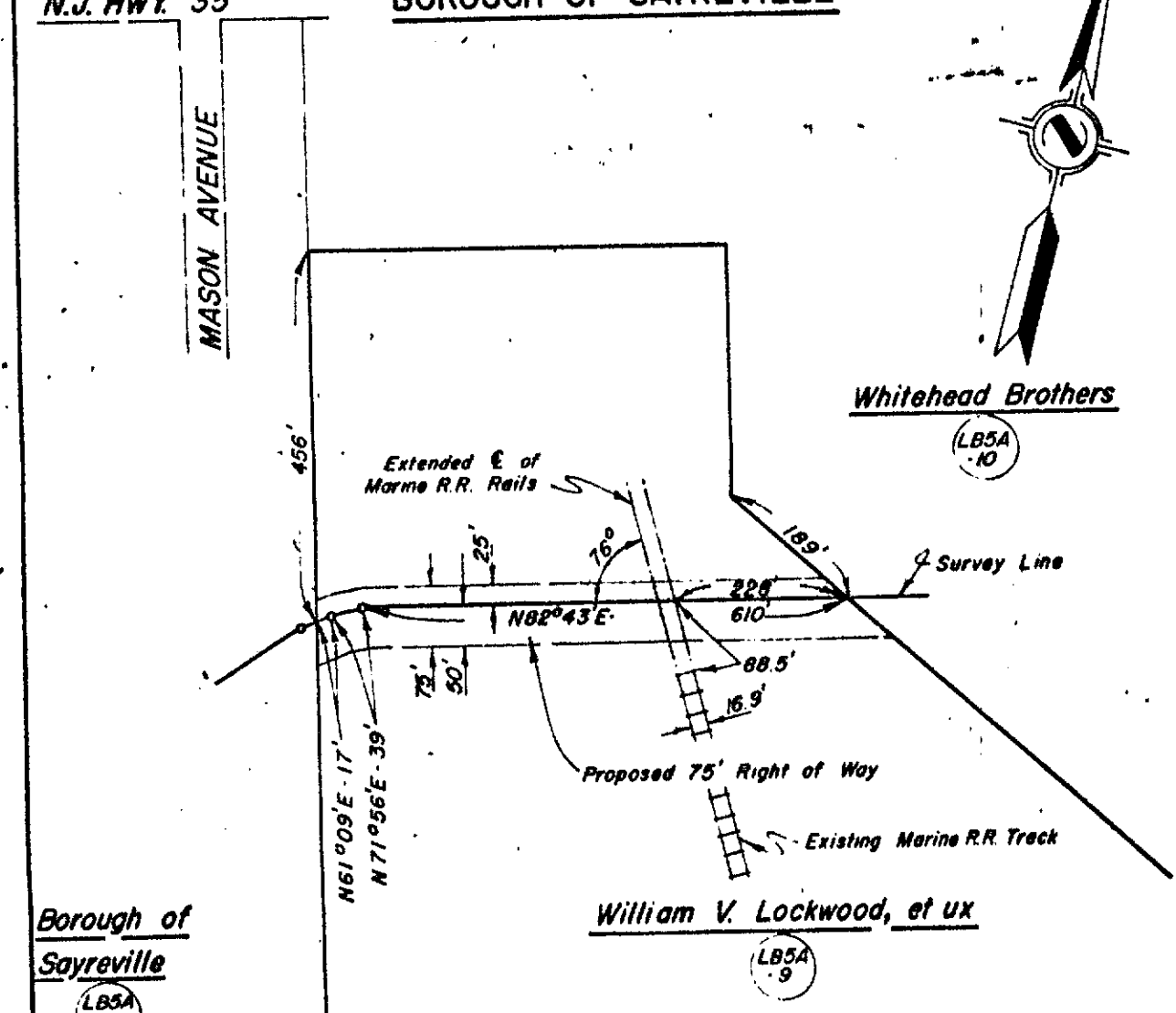
(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted.

Grantee, by its acceptance of this grant, acknowledges that the right of way and easement hereby granted and any pipe lines and other facilities or improvements heretofore or hereafter erected or installed on or in such right of way and easement are subject to the lien of the Mortgage and Deed of Trust, dated May 15, 1949, from Transcontinental Gas Pipe Line Corporation to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, and all Supplemental Indentures thereto, heretofore recorded in the County aforesaid.

BOOK 2577 PAGE 130

MIDDLESEX COUNTY, NEW JERSEY

BOROUGH OF SAYREVILLE



Field Book 11-11-45 Pg. 25
Alignment Sheet NJ-203
REFERENCE DRAWINGS DWG NO

BY	DATE	REVISION
ROG	1-19-67	P.P. Tract Added
ROG	8-10-66	Bearings Corrected

TRANSCONTINENTAL GAS PIPE LINE CORP.

ENGINEERING DEPARTMENT HOUSTON, TEXAS

PROPOSED 75' RIGHT OF WAY
CROSSING PROPERTY OF
WILLIAM V. LOCKWOOD, et ux
MIDDLESEX COUNTY, NEW JERSEY

DRAWN BY ROG	DATE 8-10-66	APPROVED BY	DATE
CHECKED BY CJB	DATE 8-11-66	APPROVED BY [signature]	ENGINEER
APPVD BY DRAFTING	DATE		
W O NO 5236.01	SCALE 1"=200'	DWG. NO NJA-612	
	SHEET OF		

Note: Bearings Shown are Calculated Bearings from Astronomical Observations.

LD-8A
NEW JERSEY
BACK

It is agreed that this grant covers all the agreements between the parties and no verbal representations or statements have been made, modifying, adding to, or changing the terms of this agreement.

IN WITNESS WHEREOF, the Grantor, h## . . . signed and sealed this agreement this . . .21st. . . . . day of. March . . . . . , 19 67. . .

Signed, sealed and delivered in the presence of:

William V. Lockwood ..... (Seal)
WILLIAM V. LOCKWOOD

..... (Seal)

Mary Louise Lockwood ..... (Seal)
MARY LOUISE LOCKWOOD

..... (Seal)

3241

RIGHT OF WAY AGREEMENT

WILLIAM V. LOCKWOOD and MARY LOUISE LOCKWOOD, his wife

TO

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

RECEIVED & RECORDED
MIDDLESEX COUNTY, N.J.
'67 APR 12 AM 9:49
BOOK ..... PAGE .....
FRANK SCHATZMAN
CLERK

Return to:
C. R. McIver
Transcontinental Gas Pipe Line Corp.
744 Broad Street Room 706
Newark, New Jersey

APR-12-67 12149 Page 453 B 8.00

STATE OF NEW JERSEY
} ss.:
COUNTY OF Essex

BE IT REMEMBERED, that on this 21st day of March in the year One Thousand Nine Hundred and sixty-seven, before me, a Notary Public of New Jersey, the subscriber, a Notary Public of New Jersey, personally appeared William V. Lockwood & Mary Louise Lockwood who, I am satisfied, are the grantor(s) mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Notary Public of New Jersey

RUTH L. ROSSMANN
NOTARY PUBLIC OF NEW JERSEY
My Commission expires Feb. 4, 1969

STATE OF NEW JERSEY
} ss.:
COUNTY OF .....

BE IT REMEMBERED, that on this ..... day of ....., in the year One Thousand Nine Hundred and ....., before me, ..., a Notary Public of New Jersey, personally appeared ....., of full age, and to me well known, who, being duly sworn according to law, on his oath said that he saw the within named ....., sign, seal and deliver the within instrument as ..... voluntary act and deed; and that the deponent at the same time signed the same as subscribing witness.

.....
(Signature of witness)

Sworn to and subscribed before me
at .....
the day and year aforesaid.

BOOK 2577 PAGE 131

[redacted]

#11

MIDDLESEX COUNTY CLERK

Return To:

WILLIAM- TRANSCO PIPELINE
349 STATE RT. 31-STE 601
FLEMINGTON, NJ 08822

Index DEED BOOK

Book 05834 Page 0047

No. Pages 0005

Instrument DEED W/O ABSTRA

Date : 6/25/2007

Time : 4:02:58

Control # 200706250829

INST# DE 2007 009388

LOCKWOOD
WILLIAM V.

Employee ID RECKJ

RECORDING	$	40.00
DARM	$	12.00
NJPRPA	$	8.00
- - - - -	$	.00
- - - - -	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	60.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK

200706250829

COUNTY OF MIDDLESEX

Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

DO NOT REMOVE THIS PAGE. TO ACCESS THE IMAGE OF THE DOCUMENT RECORDED HEREUNDER BY BOOK AND PAGE NUMBER, USE THE BOOK AND PAGE NUMBER ABOVE.

B05834P0047

Prepared By:

Mark Stevens, Esq.

Line: 11-107
R/W No. LB5A-9

07 JUN 25 PM 4:07
BOOK #
PAGE #
OF PAGES
ELAINE L. FLYNN
MIDDLESEX CTY

State of New Jersey
SS
County of Middlesex

RIDER TO AMENDMENT TO

RIGHT OF WAY AGREEMENT BETWEEN

TRANCONTINENTAL GAS PIPE LINE CORPORATION

AND LOCKWOOD MARINA, LLC

WHEREAS, by Right of Way Agreement executed by William V. Lockwood and Mary Louise Lockwood, dated March 21, 1967, and recorded in the Middlesex County Clerk's Office in Deed Book 2577, Page 127 (hereinafter referred to as "Original Agreement"), TRANSCONTINENTAL GAS PIPE LINE CORPORATION (hereinafter referred to as "Transco" or "Grantee") is the owner of a right of way and easement for pipeline purposes across the lands described in the Original Agreement in the Borough of Sayreville, Middlesex County, New Jersey, reference being made here to the Original Agreement for a complete description of the lands involved and for all other purposes; and

WHEREAS, Transco has heretofore constructed one pipeline across said lands in accordance with said Original Agreement and now desires to construct a replacement pipeline across said lands; and

WHEREAS, LOCKWOOD MARINA, L.L.C., a New Jersey limited liability company, is the successor in interest to William V. Lockwood & Mary Louise Lockwood (collectively the said limited liability company and individuals are hereinafter referred to as "Grantor"), and, as the present owner of the lands involved, has agreed with Transco to enter into a subsequent agreement for the purpose of modifying and amending the Original Agreement, and has further agreed with Transco to enter into this Agreement, separate and apart from, but intended to be executed and recorded at the same time as, the aforesaid subsequent agreement, concerning the provision of insurance for the construction of the replacement pipeline and thereafter to run with the land; and

WHEREAS, it is agreed by and between Grantor and Transco that, insofar as the lands owned by Grantor are concerned, Transco understands and acknowledges that Lockwood Marina, LLC

After recording please return to:
Williams – Transco Pipeline
349 State Route 31, Suite 601
Flemington, NJ 08822

B05834P0048

("Lockwood") operates a marina consisting of, but not limited to, a ship\vessel repair yard, vessels storage both on land and in water and a Ship Store\Chandlery to the general public. Transco further understands and acknowledges that in addition to Lockwood's physical improvements consisting of, but not limited to, buildings, fixed docks, floating docks, barge(s), travel lifts, forklifts, physical inventory, machinery and equipment, incidental to Lockwood's operation, there are present on Lockwood's premises from time to time, boats, yachts, ships, and various vessels such and barges, tugs and the like (collectively hereinafter referred to as "Personalty") owned by Lockwood or owned by third parties that Lockwood has contracted with for the purposes, among other things but not limited to: store on land or in water and supply such services as electric, water, sanitation pump out, fueling, removal and\or stepping of masts and the like, repair, supply or maintain, and that said vessels owned by third parties singularly and collectively can and do exceed a market value in the millions of dollars at any point in time. Transco additionally understands and acknowledges that Lockwood has not participated, commented, or in any way, shape or form passed judgment on a design, construction or maintenance of the pipeline as shown on Williams Gas Pipeline Drawing No. 24-06-80/29573-B, entitled "TRANSCONTINENTAL GAS PIPE LINE CORPORATION PROPOSED RIGHT OF WAY CROSSING PROPERTY OF LOCKWOOD MARINA, L.L.C. BOROUGH OF SAYREVILLE MIDDLESEX COUNTY, NEW JERSEY", dated 12-06-2005 and last revised 01-17-07, attached hereto and made a part hereof.

1. NOW THEREFORE, Transco will provide Lockwood with a Certificate of Insurance indicating statutory Workers' Compensation coverages and also indicating evidence of Public Liability Insurance. Transco shall carry and maintain General and/or Excess Liability insurance (Public Liability) with a combined single limit of $35,000,000 (Thirty Five million dollars) each occurrence and annual aggregates of $35,000,000 (Thirty Five million dollars) for bodily injury and property damage and provide physical evidence (insurance certificate) commencing from the signing of this rider up to and including December 31, 2007, and thereafter the amount of such coverage shall be reasonably adjusted upward or downward based upon current market values for the Personalty submitted by Lockwood to Transco prior to the renewal period of Transco's primary and/or excess policy of insurance. The required liability insurance can be met under a primary policy or an excess policy as follows: Two ($2,000,000.00) million dollars of primary general liability and Thirty-three ($33,000,000.00) million dollars of excess liability insurance. Additionally, Transco shall name Lockwood Marina, L.L.C. to Grantee's policy(s) as additional insured under the policy providing the required liability insurance and shall see to it that the policy wording issued by Grantee's underwriters comports with this paragraph and the understanding as by and between the Grantor and Grantee. Grantee shall submit its underwriter's policy wording to Grantor for Grantor's approval to insure compliance herein, which approval will not be unreasonably withheld. All insurance policy(s) naming Lockwood Marina, LLC as an additional insured in compliance with this paragraph shall be primary and non-contributory. Should any of the policy (s) be cancelled before the expiration date thereof, Transco's insurance company and/or Transco's underwriters will mail written notice to Grantor thirty (30) days prior to said cancellation.

B05834P0049

2. Transco will indemnify, defend and hold harmless Lockwood, its agents, employees, successors, and assigns from any claims or suits whatsoever, including without limiting the generality of the foregoing, claims for consequential damages, loss of profits and damage to the property of Lockwood or that of third parties (such as but not limited to vessel owner's whose vessels are on Lockwood's premises), including costs, litigation expenses, reasonable counsel fees, and liability incurred in connection therewith paid either under judgment, settlement or otherwise which may be asserted against Lockwood arising out of any and all acts or omissions: (i) of Transco, its agents, employees, successors, and assigns in its exercise of the rights herein granted; or (ii) caused in part by Lockwood, its agents, employees, successors, and assigns, subcontractor(s), vendor(s), materialman(s), or any other person(s) or entities directly or indirectly engaged in the performance of work or any activity associated therewith or relative thereto, except that there shall not be any such indemnification, hold harmless or defense for the intentional acts and/or sole negligence of Lockwood and its agents, employees, successors, and assigns, subcontractor(s), vendor(s), materialman(s), or any other person(s) or entities.

3. This rider is entered into with Lockwood at the Borough of Sayreville, New Jersey. This rider will be governed by and construed in accordance with the laws of the State of New Jersey. Provided that appropriate jurisdiction exists, all disputes and matters whatsoever arising under and in connection with or incident to this rider shall be litigated, if at all, in and before the United States District Court for the District of New Jersey. If that court lacks jurisdiction, then any claims or disputes shall be referred to arbitration within the State of New Jersey in the United States. The arbitration rules of the American Arbitration Association shall be followed and arbitration shall take place at the city and state of Lockwood's offices. The arbitration panel shall consist of three (3) arbitrators, who shall be familiar with the subject matter contained in the rider. Transco and Lockwood shall each select an arbitrator and the third arbitrator shall be selected by the two arbitrators selected by Transco and Lockwood. Any award made hereunder shall be final and binding, and, for the purpose of enforcement, may be entered for judgment in any court of competent jurisdiction to the exclusion of the courts or any other state or country.

4. Any provision in this rider which is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability, and the validity and enforceability of the remaining terms and conditions of this rider will not otherwise be affected.

5. Each party hereto agrees that it has been represented by independent legal counsel during the negotiation of this rider, and this rider shall not be construed against either party as a result of drafting and is acknowledged to be the product of mutual negotiations between Transco and Lockwood.

B05834P0050

ATTEST/WITNESS:

David A. Glenn
Assistant Secretary

TRANSCONTINENTAL GAS
PIPE LINE CORPORATION

BY: LENORE C. KOMATAR
MANAGER, LAND & ROW

STATE OF TEXAS

COUNTY OF HARRIS

I HEREBY CERTIFY that on this the 31 day of December, 2007, before me, a Notary Public in and for the State and County

aforesaid, personally appeared Lenore C. Komatar known to me to be the Manager, Land & ROW of Transcontinental Gas Pipe Line Corporation, and that being authorized to do so, executed the foregoing Instrument for the purposes stated therein, and as a voluntary act and deed of Transcontinental Gas Pipe Line Corporation.

IN WITNESS WHEREOF, I have set my hand and official seal.

Notary Public

My commission Expires: May 30, 2010.

M F K MORRIS
Notary Public, State of Texas
My Commission Expires
May 30, 2010

[redacted]

MIDDLESEX COUNTY CLERK

Return To:

WILLIAMS GAS PIPE LINE
349 STATE RT 31 , STE 601
FLEMINGTON , NJ
08822

Index DEED BOOK

Book 05755 Page 0658

No. Pages 0006

Instrument DEED W/O ABSTRA

Date : 12/05/2006

Time : 1:31:13

Control # 200612050706

INST# DE 2006 021254

Employee ID PATELD

TRANSCONTINENTAL PRODUCTION CO
MPANY

RECORDING	$	45.00
DARM	$	15.00
NJPRPA	$	10.00
- - - - -	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	70.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK

200612050706

COUNTY OF MIDDLESEX

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B05755P0658

#12

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK

2006 DEC -5 PM 1:11

Line: 11-107

R/W No. LB5A-10

BOOK #_____
PAGE #_____
OF PAGES_____

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX } SS

AMENDMENT TO RIGHT OF WAY AGREEMENT

WHEREAS, by Right of Way Agreement executed by TRANSCONTINENTAL PRODUCTION COMPANY, dated April 10, 1969, and recorded in the Office of Middlesex County Clerk's Office in and for said County in Deed Book 2617, Page 549 (hereinafter referred to as Original Agreement) TRANSCONTINENTAL GAS PIPE LINE CORPORATION, (hereinafter called Transcontinental) is the owner of rights of way and easements for pipeline purposes across the lands described therein situated in Somerset County, New Jersey, reference being here made to said Original Agreement and its records for a complete description of the lands involved and all other purposes; and

WHEREAS, Transcontinental has heretofore constructed one pipeline across said lands in accordance with said Original Agreement and may in the future, from time to time, desire to construct additional pipe lines pursuant thereto, and JOSEPH BENINATO, INC. (hereinafter called Grantor), as the present owner of said lands, and Transcontinental have agreed to enter into this agreement for the purpose of modifying and amending said Original Agreement.

NOW THEREFORE, it is agreed by and between Transcontinental and Grantor that, insofar as the lands owned by Grantor are concerned, said Original Agreement shall be and is hereby amended as follows:

1. Grantees permanent right of way and easement shall be as shown on Williams Gas Pipeline Drawing No. 24-10-80/27797-B, entitled **"TRANSCONTINENTAL GAS PIPE LINE CORPORATION PROPOSED RIGHT-OF-WAY" CROSSING PROPERTY OF JOSEPH BENINATO, INC** 11-30-2005, (Rev. No. , dated), attached hereto and made a part hereof.

2. During the period of periods of pipe line construction, replacement, removal or maintenance, Grantee shall have the right to clear and use, as temporary work space only, reasonable areas adjoining the above described right of way all as shown on the drawing(s) marked "Exhibit A" attached hereto and made a part hereof.

3. Grantor shall not place or construct upon said permanent right of way any buildings or other improvements or obstructions that would endanger Grantee's pipe line(s) or interfere with the construction, operation or maintenance of any existing or future pipe line(s) or facilities.

4. Grantee shall have no further obligation to pay for damages caused within the hereinabove described permanent right of way due to or during periods of construction, replacement, removal, inspection or maintenance, except for damages to growing crops, fences and existing timber.

For and in consideration of the premises and of the sum of **Fifty-five Thousand Six Hundred Ninety-two and----12/100 Dollars ($55,692.12)** in hand paid, Grantor does hereby grant and convey unto Grantee, its successors and assigns, a right of way and easement in accordance with the terms and provisions of said Original Agreement as herein and hereby amended; as herein amended said Original Agreement is fully ratified and confirmed by the parties hereto and shall be binding and inure to the benefit of the successors and assigns of each.

Prepared by: James Goudreau
Signature:
Address: 349 State Route 31, Suite 601
Flemington, NJ 08822

After recording please return to:
Williams Gas Pipe Line
349 State Route 31
Suite 601
Flemington, NJ 08822

IN WITNESS WHEREOF, the agreement is executed as of this 13 day of October, 2006.

ATTEST:WITNESS:

X _____
JOSEPH BENINATO, Vice President & Secretary

JOSEPH BENINATO, INC

by: _____ (SEAL)
THOMAS BENINATO, President

STATE OF NEW JERSEY: }
} SS:
COUNTY OF MIDDLESEX }

BE IT REMEMBERED, that on this 13 day of October, 2006, before me, a Notary Public of the State of New Jersey, Thomas Beninato and JOSEPH BENINATO personally came before me and acknowledged under oath, to my satisfaction, that:

(a) this person is the Vice Present and Secretary of **JOSEPH BENINATO, INC.**, the Corporation named in the within instrument;
(b) this person is the attesting witness to the signing of this instrument by the proper corporate officer who is **THOMAS BENINATO** , the President of the Corporation;
(c) this instrument 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 signed this proof to attest to the truth of these facts; and
(e) the full and actual consideration paid or to be paid for transfer of title is **$55,692.12** (Such consideration is defined in N.J.S.A. 46:15-5.)

X Joseph Beninato
(print name of attesting witness)

Sworn to and subscribed
before me this 13th Day of October,
2006.

_____
(Notary stamp with name and with date of expiration of commission)

PATRICIO J. MARTINEZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 13, 2007

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

ATTEST:

David A. Glenn
Assistant Secretary

Lenore C. Komatar
LENORE C. KOMATAR
MANAGER, LAND & ROW

STATE OF TEXAS §
COUNTY OF HARRIS §

I Jane Senter, a Notary Public, certify that Lenore C. Komatar personally came before me this day and acknowledged that She is Manager, Land + ROW of TRANSCONTINENTAL GAS PIPE LINE CORPORATION, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Manager, Land + ROW, sealed with its corporate seal, and attested by David A. Glenn as its Asst. Secretary.

Witness my hand and notarial seal, this 28th day of November 20006.

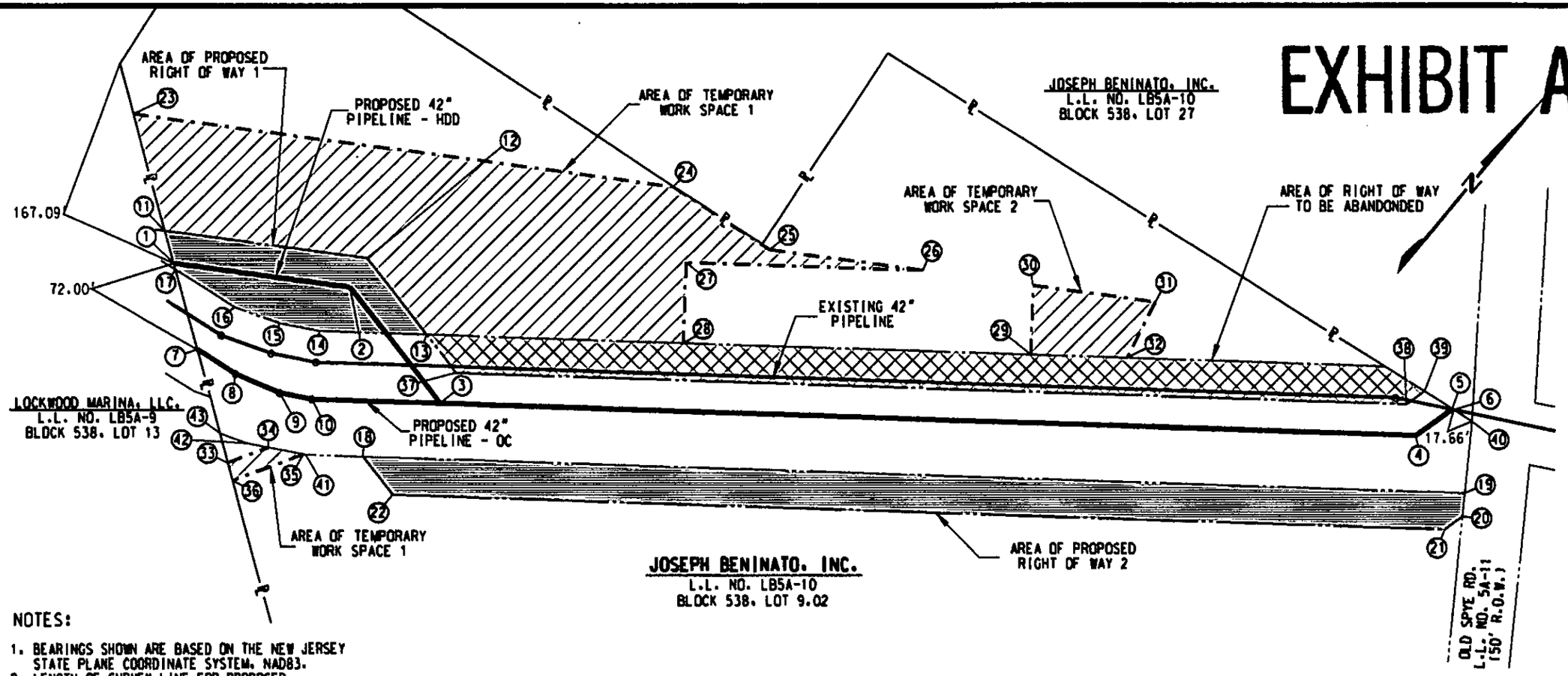
(SEAL)

Notary Public

JANE M SENTER
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-19-2009

My Commission Expires: 11.19.09.

EXHIBIT A



NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83.
2. LENGTH OF SURVEY LINE FOR PROPOSED PIPELINE RELOCATION . . . . . 1021.51'
   AREA OF EXISTING R.O.W. . . . . 2.330 ACRES
   AREA OF PROPOSED R.O.W. . . . . 0.831 ACRES
   AREA OF PROPOSED R.O.W. 1 . . . . . 0.231 ACRES
   AREA OF PROPOSED R.O.W. 2 . . . . . 0.600 ACRES
   AREA OF TEMPORARY WORK SPACE . . . . . 1.336 ACRES
3. TAX MAP 138

THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY WILLIAMS/TRANSCONTINENTAL GAS PIPELINE CORPORATION FOR THE SOLE PURPOSE OF CREATING A RIGHT-OF-WAY ACQUISITION AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE.

N.J. LICENSE LAND SURVEYOR NO. 34841 DATE:
MICHAEL F. BURNS

0 100 200 300
SCALE IN FEET

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
PROPOSED RIGHT-OF-WAY
CROSSING PROPERTY OF
JOSEPH BENINATO, INC.
BOROUGH OF SAYREVILLE
MIDDLESEX COUNTY, NEW JERSEY

Williams GAS PIPELINE

DRAWN BY: CVT	DATE: 11-30-05	ISSUED FOR BID:	SCALE: 1"=100'
CHECKED BY:	DATE:	ISSUED FOR CONSTRUCTION:	
APPROVED BY:	DATE:	DRAWING NUMBER: 24-10-80/27797-B	SHEET 1 OF 2
PM:	UNIV. ID:	10/10/2006	

B057555P662

5755-662

SURVEY LINE FOR PROPOSED PIPELINE RELOCATION - HDD

POINT #	BEARING	DISTANCE
1-2	N57°43'58"E	143.24'
2-3	S77°16'02"E	117.79'
3-4	N51°56'15"E	787.23'
4-5	N14°14'25"E	36.03'
5-6	N61°46'24"E	1.38'

SURVEY LINE FOR PROPOSED PIPELINE RELOCATION - OC

POINT #	BEARING	DISTANCE
7-8	N82°25'54"E	36.84'
8-9	N73°10'34"E	38.54'
9-10	N61°10'34"E	26.51'
10-3	N51°56'15"E	102.01'
3-4	N51°56'15"E	901.31'
4-5	N14°14'25"E	19.77'
5-6	N61°46'24"E	1.38'

AREA OF AMENDED EASEMENT AREA=2.625 AC

POINT #	BEARING	DISTANCE
11-12	N57°43'58"E	164.13'
12-37	S77°16'02"E	116.28'
37-38	N51°56'15"E	766.83'
38-39	N14°14'25"E	17.94'
39-40	N82°16'33"E	45.71'
40-20	S34°18'02"E	76.86'
20-21	S14°14'25"W	18.28'
21-22	S51°56'15"W	848.44'
22-18	N77°16'02"W	38.65'
18-41	S51°56'15"W	45.61'
41-42	S61°10'37"W	48.37'
42-43	S69°38'06"W	22.89'
43-11	N55°07'19"W	169.46'

AREA OF TEMPORARY WORK SAPCE 1

POINT #	BEARING	DISTANCE
11-23	N55°02'37"W	97.61'
23-24	N57°43'58"E	438.60'
24-25	N83°21'33"E	92.49'
25-26	N57°43'58"E	124.56'
26-27	S51°56'15"W	190.49'
27-28	S38°03'45"E	65.00'
28-13	S51°56'15"W	207.85'
13-12	N77°16'02"W	77.63'
12-11	S57°43'58"W	164.13'

AREA OF TEMPORARY WORK SAPCE 2

POINT #	BEARING	DISTANCE
29-30	N38°03'45"W	55.92'
30-31	N57°43'58"E	100.02'
31-32	S12°57'46"E	50.59'
32-29	S51°56'15"W	78.05'

AREA OF TEMPORARY WORK SAPCE 3

POINT #	BEARING	DISTANCE
33-34	N29°29'34"E	35.07'
34-35	N61°10'37"E	28.56'
35-36	S29°29'34"W	60.79'
36-33	N55°07'19"W	15.07'

AREA OF PROPOSED RIGHT OF WAY 1

POINT #	BEARING	DISTANCE
11-12	N57°43'58"E	164.13'
12-13	S77°16'02"E	77.63'
13-14	S51°56'15"W	85.01'
14-15	S61°10'37"W	32.89'
15-16	S69°38'06"W	38.38'
16-17	S82°25'49"W	56.62'
17-11	N55°07'19"W	32.48'

AREA OF PROPOSED RIGHT OF WAY 2

POINT #	BEARING	DISTANCE
18-19	N51°56'15"E	888.43'
19-20	S34°44'31"E	18.80'
20-21	S14°14'25"W	18.28'
21-22	S51°56'15"W	848.44'
22-18	N77°16'02"W	38.65'

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
PROPOSED RIGHT-OF-WAY
CROSSING PROPERTY OF
JOSEPH BENINATO, INC.
BOROUGH OF SAYREVILLE
MIDDLESEX COUNTY, NEW JERSEY

Williams GAS PIPELINE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.

DRAWN BY: CVT	DATE: 11-30-05	ISSUED FOR BID:	SCALE: 1"=100'
CHECKED BY:	DATE:	ISSUED FOR CONSTRUCTION:	
APPROVED BY:	DATE:	DRAWING NUMBER: 24-10-80/27797-B	SHEET 2 OF 2
PM:	UNIV. ID:	7:21:38 AM 12/13/2006 C:\WORKING\Property Plans\27797-temporary-relocation	

5755-663

5755P663

#12

LD-9A
NEW JERSEY
REV. 9-59

STATE NEW JERSEY
COUNTY .....
MUNICIPALITY .....
LINE # .....
R/W .....
W. O. # .....
RODS .....

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned, . TRANSCONTINENTAL .... PRODUCTION COMPANY, a corporation of the State of Delaware ..... hereinafter called Grantor (whether one or more) for and in consideration of the sum of One Dollar and other good and valuable consideration ..... Dollars ($ 1.00 .....) cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey with general warranty unto Transcontinental Gas Pipe Line Corporation, a Delaware Corporation, its successors and assigns (hereinafter called Grantee) a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing from time to time one or more pipe lines, together with valves, tie-overs and other appurtenant facilities, for the transportation of gas, oil, petroleum and petroleum products, upon, under or across a strip of land . . 100 ..... feet in width located on the lands of the Grantor, in the . . Borough ..... of . Sayreville ....., Middlesex ..... County, New Jersey, described as follows: The right of way and easement herein conveyed is more fully set forth as shown on drawing number NJB203, which is annexed hereto and made a part hereof, being a portion of the tract of land conveyed to Grantor by Deed dated May 11, 1967, from Whitehead Brothers Company and recorded in the office of the Clerk of Middlesex County in Book 2579, page 1086.

together with such other rights as may be necessary or convenient for the full enjoyment or use of the rights herein granted, which such rights shall include, among others:

(a) the right to enter upon the right of way and easement herein granted and to pass along the said strip with equipment, material and men, at such times as Grantee may elect,

(b) the right from time to time to keep said right of way free from trees, undergrowth and all other obstructions that may endanger or interfere with the construction, operation and maintenance of Grantee's pipe lines,

[illegible]

(d) the right to assign this grant in whole or in part.

Grantor specifically covenants and agrees:

(a) The strip of land . .100. . . . . feet in width, first above described, is the permanent right of way granted.

(b) Grantor will not build any structures on said permanent right of way or any part thereof, change the grade of said permanent right of way or any part thereof, pave longitudinally along and upon said permanent right of way or any part thereof, or use the said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without such approval.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until the first pipe line is constructed and so long thereafter as a pipe line is maintained thereon.

Grantor acknowledges that it has been paid for any damages caused or to be caused by the construction of the first pipe line hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

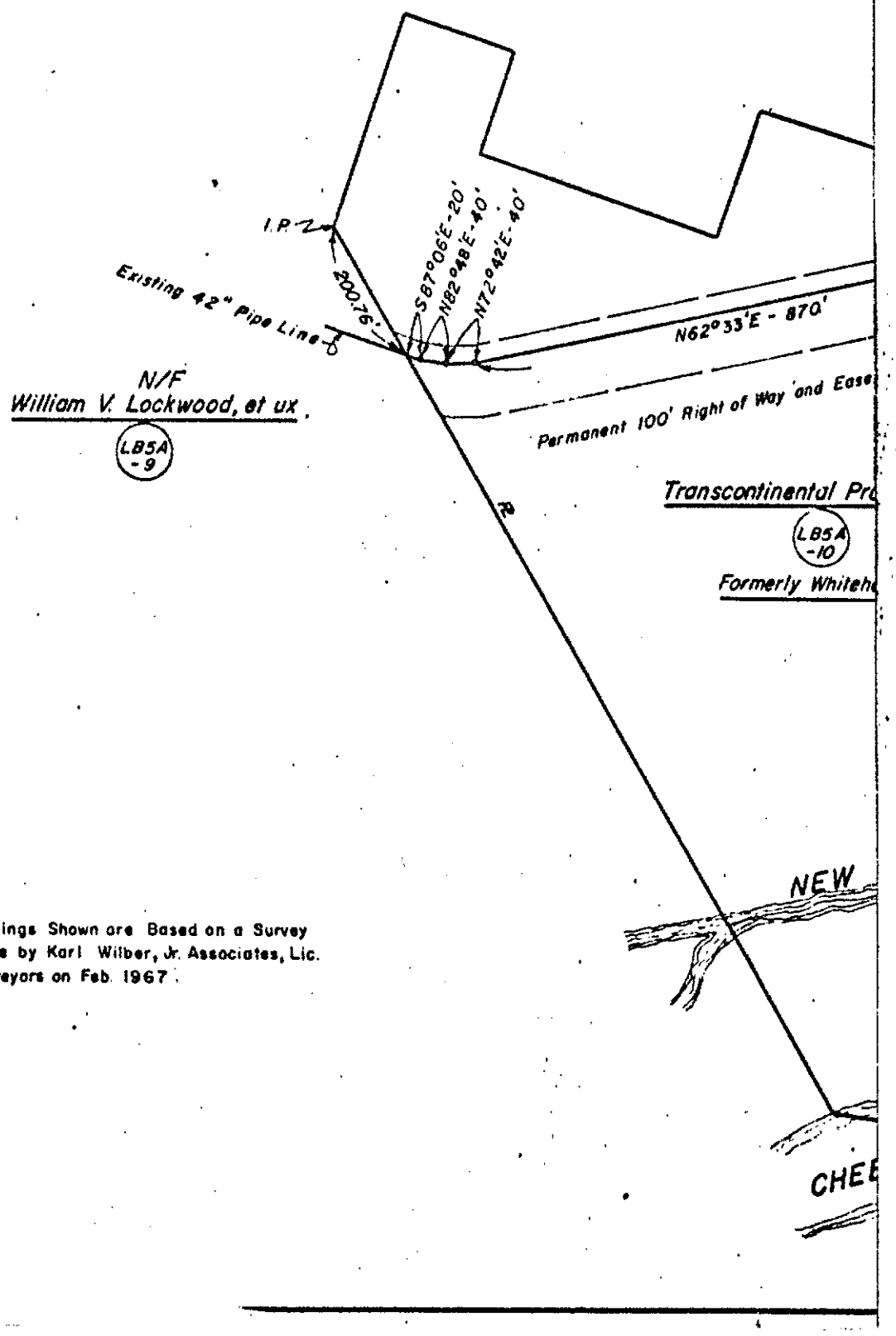
(a) Except for damages caused or to be caused by the construction of the first pipe line, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipe lines in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted.

Grantee, by its acceptance of this grant, acknowledges that the right of way and easement hereby granted and any pipe lines and other facilities or improvements heretofore or hereafter erected or installed on or in such right of way and easement are subject to the lien of the Mortgage and Deed of Trust, dated May 15, 1949, from Transcontinental Gas Pipe Line Corporation to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, and all Supplemental Indentures thereto, heretofore recorded in the County aforesaid.

MIDDLESEX CO

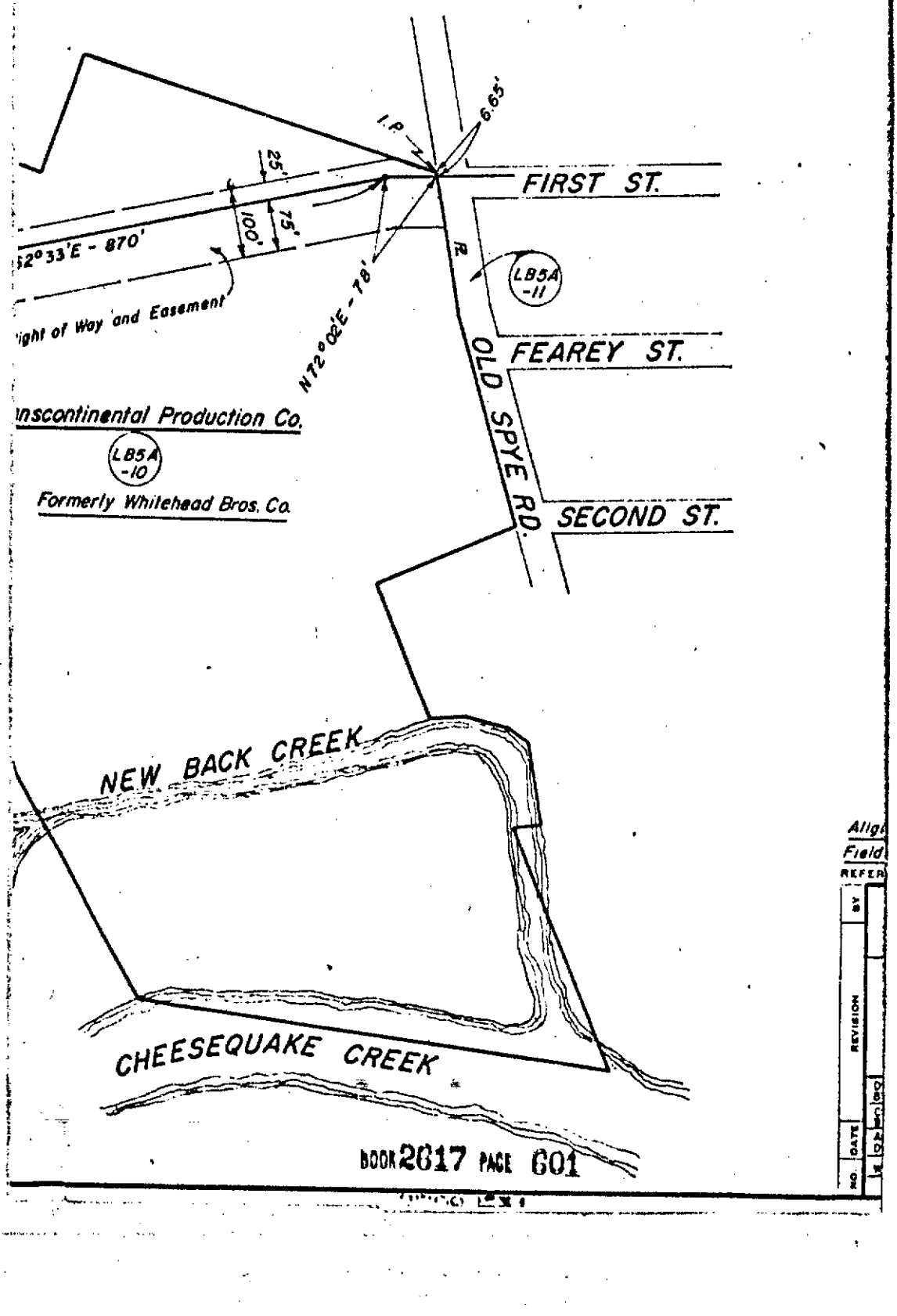
BOROUGH



Note: Bearings Shown are Based on a Survey Made by Karl Wilber, Jr. Associates, Lic. Surveyors on Feb. 1967.

LESEX COUNTY, NEW JERSEY

BOROUGH OF SAYREVILLE



BOOK 2617 PAGE 601

BOOK 2617 PAGE 602



Alignment Sheet — NJ-203

Field Book — 12-11-15 Pg 22

REFERENCE DRAWINGS — DWG NO

TRANSCONTINENTAL GAS PIPE LINE CORP.

ENGINEERING DEPARTMENT — HOUSTON, TEXAS

AS BUILT LOCATION OF RIGHT OF WAY
CROSSING PROPERTY OF

TRANSCONTINENTAL PRODUCTION CO.

MIDDLESEX COUNTY, NEW JERSEY

DRAWN BY Servet	DATE 3-20-48	APPROVED BY	DATE
CHECKED BY CJB	DATE 3-20-48	APPROVED BY F. Fletcher W. Kelly	ENGINEER
APPVD BY DRAFTING	DATE		
W.O. NO. 5046-13	SCALE 1" = 200'	DWG NO NJB-203	
	SHEET OF		

REVISION — BY — DATE — NO

LD-9A
NEW JERSEY
BACK

It is agreed that this grant covers all the agreements between the parties and no verbal representations or statements have been made, modifying, adding to, or changing the terms of this agreement.

IN WITNESS WHEREOF, the Grantor, has . . . signed and sealed this agreement this . 10th . . . . . day of . April . . . . . 19 . 68 . .

Signed, sealed and delivered

In the presence of:

Tom H. Wheat ..... Secretary

TRANSCONTINENTAL PRODUCTION COMPANY

Dan Williamson ..... Vice President (Seal)

..... (Seal)

..... (Seal)

..... (Seal)

STATE OF TEXAS
COUNTY OF HARRIS } SS:

BE IT REMEMBERED, that on this 10th day of April, 1968, before me, the subscriber, a notary public of Texas, personally appeared Tom H. Wheat who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Secretary of TRANSCONTINENTAL PRODUCTION COMPANY, the Corporation named in the within Instrument; that Dan Williamson is the Vice President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me, the date aforesaid.

Tom H. Wheat

Annie P. Walker

NOTARY PUBLIC
ANNIE P. WALKER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 19 69
COUNTY OF HARRIS, TEXAS

BOOK 2617 PAGE 603

.....(Seal)

BOOK 2617 PAGE 604

RIGHT OF WAY AGREEMENT

TRANSCONTINENTAL PRODUCTION COMPANY TO TRANSCONTINENTAL GAS PIPE LINE CORPORATION

April 10, 1968

R. E. & A. D. WATSON
Counsellors at Law
390 George Street
New Brunswick, N. J.

C. R. Meyer
TRANSCONTINENTAL GAS PIPE LINE CORPORATION
744 BROAD ST.
NEWARK, N.J. 07102

35526
300010003

STATE OF NEW JERSEY)
ss.:
COUNTY OF .....)

BE IT REMEMBERED, that on this ..... day of ..... in the year One Thousand Nine Hundred and ....., before me, ..., the subscriber, a Notary Public of New Jersey, personally appeared ....., who, I am satisfied, ... the grantor(s) mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon ..... acknowledged that ..... signed, sealed and delivered the same as ..... voluntary act and deed, for the uses and purposes therein expressed.

.....
Notary Public of New Jersey

RECEIVED AND RECORDED
MIDDLESEX COUNTY, N.J.
'68 APR 23 P2:59
BOOK 2617 PAGE 604
FRANK S. HAIZLIP
CLERK

STATE OF NEW JERSEY)
ss.:
COUNTY OF .....)

BE IT REMEMBERED, that on this ..... day of ....., in the year One Thousand Nine Hundred and ....., before me, ..., a Notary Public of New Jersey, personally appeared ....., of full age, and to me well known, who, being duly sworn according to law, on his oath said that he saw the within named ....., sign, seal and deliver the within instrument as ..... voluntary act and deed; and that the deponent at the same time signed the same as subscribing witness.

.....
(Signature of witness)

Sworn to and subscribed before me
at .....
the day and year aforesaid.

.....
Notary Public of New Jersey

INSTR # 2018010238
O BK 17080 PG 163 Pgs 163 - 172; (10 pgs)
RECORDED 02/07/2018 02:19:37 PM
ELAINE M. FLYNN, COUNTY CLERK GO
MIDDLESEX COUNTY, NEW JERSEY

MIDDLESEX COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

Official Use Only	
Date of Document 12/28/17	Type of Document Easement
First Party Name Highview Properties at Sayreville Urban Renewal, LLC	Second Party Name Transcontinental Gas Pipe Line Company, LLC
Additional First Parties —	Additional Second Parties —

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block 538	Lot 9.02
Municipality Sayreville	Consideration [redacted]
Mailing Address of Grantee 99 Farber Road, Princeton, NJ [redacted] 08540	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book	Original Page

MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.
This cover page is for use in Middlesex County, New Jersey only.
Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

10

Prepared by: _____

Line #: 11-207
R/W #: 5A-10
Tax #: 538/9.02
Municipality: Sayreville
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AND EXCLUSIVE EASEMENT AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way and Exclusive Easement Agreement (this "Agreement"), made the 28th day of December, 2017 by and between **HIGHVIEW PROPERTIES AT SAYREVILLE URBAN RENEWAL LLC**, a New Jersey limited liability company, having an address at c/o John Giunco, Esq., 125 Half Mile Road – Suite 300, Red Bank, NJ 07701 (hereinafter called GRANTOR whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated April 10, 1968 and recorded in the Middlesex County Clerk's Office, in Deed Book 2617 at Page 599 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products, upon, under, or across those certain lands located in the Borough of Sayreville, Middlesex County, New Jersey, and described as follows:

Block 538, Lot 9.02 as described in deed dated September 23, 2014 and recorded in the Middlesex County Clerk's Office on October 2, 2014 in Deed Book 6620, Page 305

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted], and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline(s) is/are constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way" and "Area of Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. Grantor also grants to Grantee an exclusive easement for the purposes of constructing, maintaining, operating, repairing, altering and replacing pipe lines, valves, regulators, fences, poles, wire lines, meters, meter runs, houses, compressors, drips, tanks, radio towers and communications equipment and any and all other devices, equipment and structures incident, necessary or convenient to the regulation, control, measurement, transportation and distribution of gas, oil, petroleum and petroleum products under, upon, over, through and across the lands of Grantor.

4. The exclusive easement shall be the area of land identified as "Area of Exclusive Easement within Existing Right of Way", all as shown on the drawing marked "Exhibit A" attached hereto and made a part hereof.

5. The Grantor also grants to Grantee a right of way and easement for the purpose of locating, opening, constructing, repairing, maintaining and using a roadway for access to the above described exclusive easement as identified as "Area of Permanent Access Road within Existing Right of Way", all as shown on the drawing marked "Exhibit A" attached hereto and made a part hereof.

5. During the course of construction of the first of the additional pipelines, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space Outside Existing Right of Way."

6. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent rights of way and exclusive easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

7. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described rights of way and exclusive easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent rights of way and exclusive easement, without liability for damages naturally resulting from the proper exercise of the rights granted herein. Grantee shall also have all other rights and benefits necessary or convenient for the full enjoyment or use of the exclusive easement herein granted, including the right to fence in said land so as to exclude other persons and animals therefrom.

Grantor specifically covenants and agrees:

(a) The areas of land, first above described, are the permanent right of way and exclusive easements granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent rights of way, exclusive easement or any part thereof, (ii) change the grade of said permanent rights of way, exclusive easement or any part thereof, (iii) plant trees or shrubs on said permanent rights of way, exclusive easement or any part thereof, (iv) pave longitudinally along and upon said permanent rights of way, exclusive easement or any part thereof, (v) use said permanent rights of way, exclusive easement or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent rights of way or exclusive easement, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

(c) It will indemnify the Grantor from any claims or suits which may be asserted by the Borough of Sayreville against the Grantor arising out of the use and restoration of the firehouse parking lot by Grantee in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor or a third party other than Grantee, its agents or employees.

During the course of construction of the first of the additional pipelines, facilities or improvements authorized above, Grantee further covenants and agrees to install safety fencing along each side of the work area that is adjacent to the apartments on Grantor's property, which fencing shall be removed at any time as determined by Grantee in its sole discretion. Such fencing will consist of the type and size to be determined by Grantee in its sole discretion.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been

contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 28th day of December, 2017.

ATTEST / WITNESS:

Nadine Carter

HIGHVIEW PROPERTIES AT SAYREVILLE URBAN RENEWAL LLC

By: _____

John A. Giunco, Managing Member

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF ~~MIDDLESEX~~ MONMOUTH

On this 28th day of December, 2017, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared John A. Giunco, who acknowledged him/herself to be the Co-Manager of **HIGHVIEW PROPERTIES AT SAYREVILLE URBAN RENEWAL LLC**, a limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him/herself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

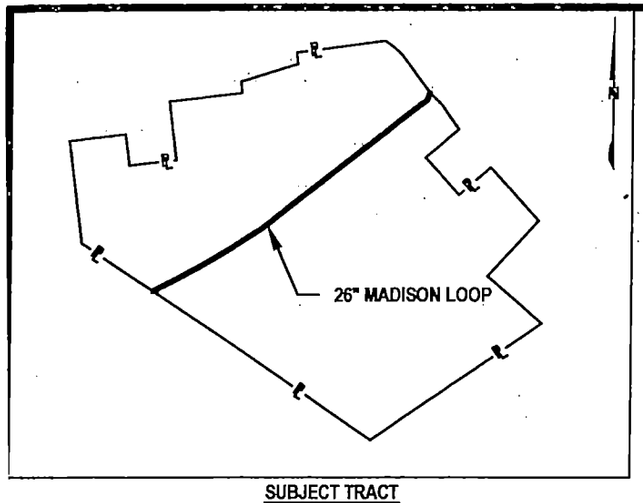
Denise M. Wegryniak
Notary Public

DENISE M. WEGRYNIAK
NOTARY PUBLIC STATE OF NEW JERSEY
MY COMMISSION EXPIRES 8/20/19

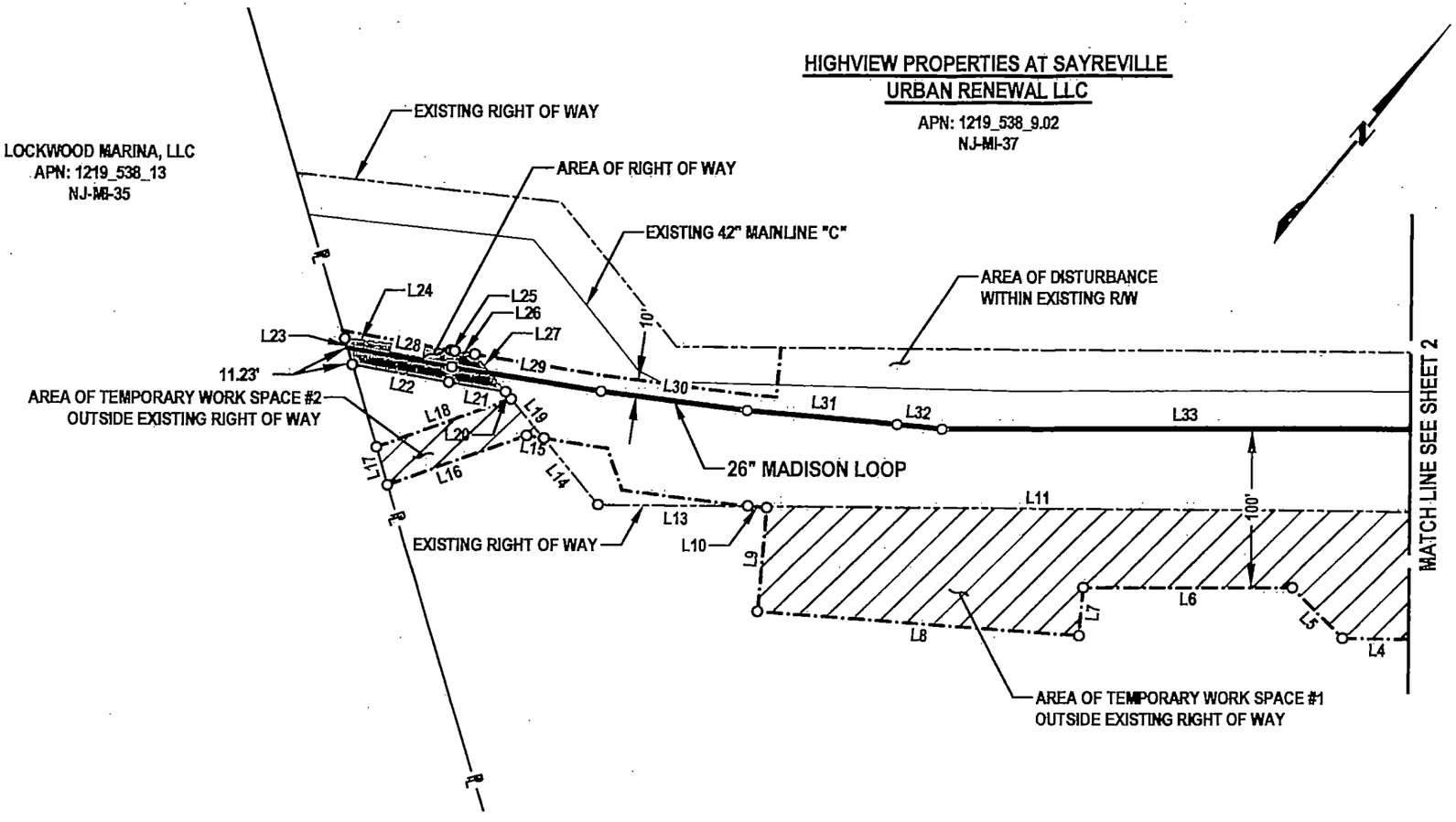
Denise M. Wegryniak
Printed Name

My Commission Expires: 8/20/19

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540



SUBJECT TRACT
N.T.S.



NOTE:

THIS DRAWING WAS CREATED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC (TRANSCO) FOR THE SOLE PURPOSE OF DEPICTING THE LAND RIGHTS AND/OR AREA OF DISTURBANCE NEEDED TO CONSTRUCT, MAINTAIN AND OPERATE THE PIPELINE AS APPLICABLE. IF SHOWN ADJACENT TO THE EDGE OF AN EXISTING DEFINED TRANSCO EASEMENT ON THE PROPERTY OR A PROPERTY BOUNDARY, THE PERMANENT RIGHT OF WAY AND TEMPORARY WORK SPACE IS INTENDED TO BE IMMEDIATELY ADJACENT TO EITHER THE EXISTING EASEMENT OR THE PROPERTY BOUNDARY, WITH NO GAPS. IF PERMANENT RIGHT OF WAY OR TEMPORARY WORK SPACE IS SHOWN IN AN EXISTING TRANSCO EASEMENT AREA, THEN THE EXISTING EASEMENT DOES NOT ALLOW FOR ADDITIONAL PIPELINES AND TRANSCO SHALL USE THE PORTION OF THE EXISTING EASEMENT AREA SHOWN FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF AN ADDITIONAL PIPELINE AND/OR AS TEMPORARY WORK SPACE FOR THE CONSTRUCTION OF THE PIPELINE. PROPERTY BOUNDARIES AS SHOWN ARE BASED ON COUNTY ASSESSOR'S MAPS.

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY	1017.59	FEET
AREA OF EXISTING RIGHT OF WAY	2.47	ACRES
AREA OF RIGHT OF WAY	0.04	ACRE
AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY	1.22	ACRES
AREA OF PERMANENT ACCESS ROAD WITHIN EXISTING RIGHT OF WAY	0.05	ACRE
AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY	1.54	ACRES
AREA OF EXCLUSIVE EASEMENT WITHIN EXISTING RIGHT OF WAY	0.36	ACRE
PROPERTY LINE		
POINT OF INTERSECTION		

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

0 100 200 300
SCALE IN FEET

DRAWING NO.	REFERENCE TITLE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	09/28/17	STC	ISSUED FOR R.O.W.	1185727	STC	EL

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY,
AREA OF TEMPORARY WORK SPACE, AREA OF EXCLUSIVE EASEMENT AND
AREA OF PERMANENT ACCESS ROAD CROSSING THE PROPERTY OF
HIGHVIEW PROPERTIES AT SAYREVILLE URBAN RENEWAL LLC
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-37	SHEET 1 OF 3
WO: 1185727			

Page 8 of 10
Book17080/Page170 CFN#2018010238

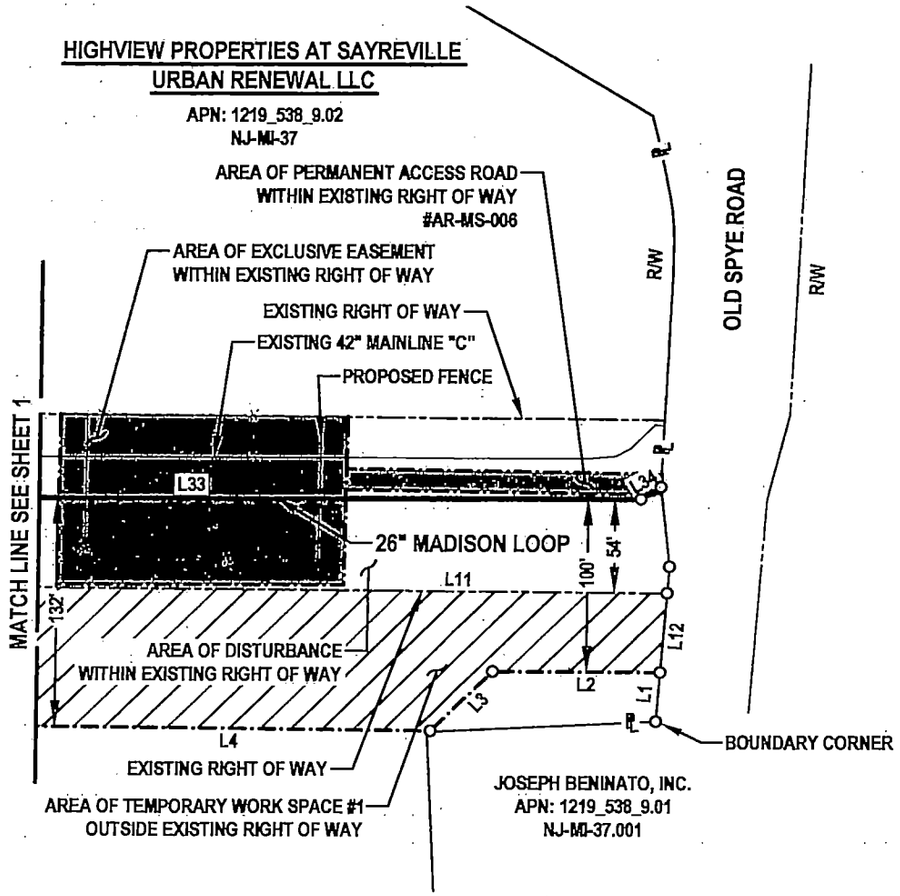


Exhibit A

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.

2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 1017.59 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 2.47 ACRES
   AREA OF RIGHT OF WAY ..... 0.04 ACRE
   AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY..... 1.22 ACRES
   AREA OF PERMANENT ACCESS ROAD WITHIN EXISTING RIGHT OF WAY..... 0.05 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY..... 1.54 ACRES
   AREA OF EXCLUSIVE EASEMENT WITHIN EXISTING RIGHT OF WAY ..... 0.36 ACRE
   PROPERTY LINE .....
   POINT OF INTERSECTION .....

3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

0 100 200 300
SCALE IN FEET

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY,
AREA OF TEMPORARY WORK SPACE, AREA OF EXCLUSIVE EASEMENT AND
AREA OF PERMANENT ACCESS ROAD CROSSING THE PROPERTY OF
HIGHVIEW PROPERTIES AT SAYREVILLE URBAN RENEWAL LLC
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	09/28/17	STC	ISSUED FOR R.O.W.	1185727	STC	EL

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-37	SHEET 2 OF 3
WO: 1185727	NJ-MI-37_HIGHVIEW		

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Book17080/Page171 CFN#2018010238

CONNECTION COURSES

LINE #	BEARING	DISTANCE
L1	N 34° 09' 27" W	28.38'
L13	S 51° 56' 15" W	93.68'
L14	N 77° 16' 02" W	53.60'
L20	N 77° 16' 02" W	5.66'

AREA OF TEMPORARY WORK SPACE #1 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L2	S 51° 39' 42" W	94.18'
L3	S 07° 03' 31" W	48.93'
L4	S 52° 03' 32" W	262.95'
L5	N 82° 56' 28" W	44.27'
L6	S 51° 31' 21" W	130.97'
L7	S 34° 09' 35" E	30.30'
L8	S 55° 50' 24" W	200.00'
L9	N 34° 09' 37" W	65.45'
L10	S 56° 51' 25" W	11.67'
L11	S 51° 56' 15" W	765.90'
L12	N 34° 09' 27" W	45.79'

AREA OF TEMPORARY WORK SPACE #2 OUTSIDE EXISTING RIGHT OF WAY

LINE #	BEARING	DISTANCE
L15	S 60° 55' 30" W	10.49'
L16	S 31° 11' 59" W	90.90'
L17	N 55° 07' 19" W	25.05'
L18	N 31° 11' 59" E	88.32'
L19	S 77° 16' 02" E	31.84'

AREA OF RIGHT OF WAY

LINE #	BEARING	DISTANCE
L21	S 60° 55' 30" W	35.10'
L22	S 61° 56' 32" W	61.16'
L23	N 55° 07' 19" W	16.97'
L24	N 57° 43' 57" E	66.61'
L25	N 61° 56' 26" E	2.27'
L26	N 60° 55' 30" E	12.56'
L27	S 77° 16' 02" E	30.00'

LENGTH OF SURVEY LINE FOR RIGHT OF WAY

LINE #	BEARING	DISTANCE
L28	N 61° 56' 32" E	66.18'
L29	N 60° 55' 30" E	92.30'
L30	N 58° 53' 28" E	92.30'
L31	N 56° 51' 25" E	92.30'
L32	N 57° 35' 57" E	28.08'
L33	N 51° 31' 21" E	631.58'
L34	N 20° 04' 45" E	13.40'

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD83, US FOOT.
2. LENGTH OF SURVEY LINE FOR RIGHT OF WAY ..... 1017.59 FEET
   AREA OF EXISTING RIGHT OF WAY ..... 2.47 ACRES
   AREA OF RIGHT OF WAY ..... 0.04 ACRE
   AREA OF TEMPORARY WORK SPACE OUTSIDE EXISTING RIGHT OF WAY..... 1.22 ACRES
   AREA OF PERMANENT ACCESS ROAD WITHIN EXISTING RIGHT OF WAY..... 0.05 ACRE
   AREA OF DISTURBANCE WITHIN EXISTING RIGHT OF WAY..... 1.54 ACRES
   AREA OF EXCLUSIVE EASEMENT WITHIN EXISTING RIGHT OF WAY ..... 0.36 ACRE
   PROPERTY LINE .....
   POINT OF INTERSECTION .....
3. THE INFORMATION SHOWN ON THIS DRAWING IS FROM A FIELD SURVEY PERFORMED BY TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC AND REPRESENTS THE CONDITIONS AS THEY EXIST ON THE GROUND AS OF THIS DATE 10-12-16.

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
26" MADISON LOOP, AREA OF RIGHT OF WAY,
AREA OF TEMPORARY WORK SPACE, AREA OF EXCLUSIVE EASEMENT AND
AREA OF PERMANENT ACCESS ROAD CROSSING THE PROPERTY OF
HIGHVIEW PROPERTIES AT SAYREVILLE URBAN RENEWAL LLC
SAYREVILLE BOROUGH, MIDDLESEX COUNTY,
STATE OF NEW JERSEY

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
0	09/28/17	STC	ISSUED FOR R.O.W.	1185727	STC	EL

DRAWN BY: STC	DATE: 02/27/17	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: MJV	DATE: 02/27/17	ISSUED FOR CONSTRUCTION:	REVISION: 0
APPROVED BY: EL	DATE: 02/27/17	DRAWING NUMBER: 24-1947-80-06A-B/NJ-MI-37	SHEET 3 OF 3
WO: 1185727	NJ-MI-37_REVIEW		

Page 10 of 10
CFN#2018010238
Book17080/Page172

SOMERSET COUNTY

DOCUMENT COVER SHEET

HON. BRETT A. RADI
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

2017023239

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2017 JUN 14 10:45:58 AM
BK:6966 PG:2192-2201
CONS:$1,420,254.00 EXEMPT: OS
NJ XFER FEE:$14,663.05
INSTRUMENT # 2017023239

(Official Use Only)

DATE OF DOCUMENT:	TYPE OF DOCUMENT: Deed
FIRST PARTY (*Grantor, Mortgagor, Seller or Assignor*)	SECOND PARTY (*Grantee, Mortgagee, Buyer, Assignee*)
Trap Rock Industries, LLC	Transcontinental Gas Pipe Line Company, LLC
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

MUNICIPALITY: Franklin Township	MAILING ADDRESS OF GRANTEE: c/o Rutter & Roy, LLP 3 Paragon Way, Suite 300 Freehold, New Jersey 07728
BLOCK: 5.02	
LOT: 25 & 25 QFarm	
CONSIDERATION: $ 1,420,254.00	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE

THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD

RETAIN THIS PAGE FOR FUTURE REFERENCE

#13

Prepared by:

Bruce Lubitz, Esq.

D E E D

This Deed is made on May 25th, 2017,

BETWEEN

Trap Rock Industries, LLC a Delaware limited liability, whose address is P.O. Box 419, Kingston, New Jersey 08528 referred to as the **Grantor**,

AND

Transcontinental Gas Pipe Line Co. whose address 99 Farber Road, Princeton, New Jersey 08540 referred to as the **Grantee**.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to Grantee. This transfer is made for the sum of One Million Four Hundred Twenty Thousand Two Hundred and Fifty Four Dollars ($1,420,254.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (*N.J.S.A. 46:15-2.1*) Township of Franklin, Block No. 5.02, Lot No 25 and 25 QFarm also known Cr 518, Township of Franklin, County of Somerset, New Jersey

[ ] No property tax identification number is available on the date of this Deed. (Check box if applicable.)

Property. A certain portion of land and premises, situate, lying and being in the Township of Franklin, County of Somerset and State of New Jersey, more particularly referred to herein and described by Exhibit A annexed hereto.

BEING COMMONLY KNOWN as Cr 518, Township of Franklin, New Jersey

This conveyance is made subject to covenants, restrictions and easements of record.

The Grantor grants and conveys the Property to Grantee.

BEING a portion of the premises being conveyed to the Grantor by Deed from Trap Rock Industries, Inc., a New Jersey corporation, Laurel Avenue Corp. a/k/a Laurel Avenue Corporation, a New Jersey corporation and William H. Stavola Inc. f/k/a Joseph and William Stavola, Inc., a New Jersey corporation., dated December 31, 2012 and recorded January 22, 2013 with the Somerset County Clerk in Book OPR 6597 Pages 2916 to 2939.

Deed covers property in question and other lands.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (*N.J.S.A. 46:4-6*). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of this page.

(SIGNATURE APPEAR ON THE FOLLOWING PAGE)

EXHIBIT A

07-153.199
April 17, 2017

LEGAL DESCRIPTION

DEED DESCRIPTION

TAX MAP

LOT 25, BLOCK 5.02

FRANKLIN TOWNSHIP

SOMERSET COUNTY, NEW JERSEY

BEGINNING at a point, said point being the common corner to Tax Lots 23, 24, 25 & 78, Block 5.02 in Franklin Township and from said beginning point running; thence

1. North 22° 22' 46" East, along the westerly line of Tax Lots 78, 76, 75, 74 & 73, Block 5.02, a distance of 966.67 feet to an iron pin found; thence

2. North 63° 58' 17" West, along the southerly line of Tax Lot 72, Block 5.02, a distance of 435.63 feet to an iron pipe found; thence

3. North 19° 26' 04" West, continuing along the same, a distance of 167.92 feet to a point; thence

4. North 21° 36' 22" West, along the westerly line of Tax Lots 72 & 71, Block 5.02, a distance of 239.59 feet to an iron pin found; thence

5. North 72° 41' 57" West, along the southerly line of Tax Lot 70, Block 5.02, a distance of 412.29 feet to an iron pipe found; thence

6. North 7° 45' 42" East, along the westerly line of said Tax Lot 70, Block 5.02, a distance of 513.02 feet to a point; thence

7. North 71° 54' 17" West, along the southerly line of Tax Lot 30, Block 5.02, a distance of 296.77 feet to an iron pin found; thence

8. South 31° 40' 26" West, along the easterly line of Tax Lot 26.01, Block 5.02, a distance of 476.36 feet to a point; thence

9. South 32° 25' 07" West, continuing along the same, a distance of 336.63 feet to an iron pin found; thence

10. South 24° 18' 37" West, continuing along the same, a distance of 81.26 feet to a point; thence

11. South 18° 35' 29" West, continuing along the same, a distance of 1,023.01 feet to an iron pipe found; thence

12. South 72° 56' 11" East, along the northerly line of Tax Lots 17 & 23, Block 5.02, a distance of 1,171.22 feet to a point; thence

13. South 75° 49' 04" East, along said northerly line of Tax Lot 23, Block 5.02, a distance of 458.44 feet to the Point and Place of Beginning.

CONTAINS: 52.602 acres and being subject to easements and restrictions of record, if any.

The foregoing description was prepared in accordance with a plan entitled "BOUNDARY SURVEY, LOT 25, BLOCK 5.02, TAX MAP SHEET No. 6, FRANKLIN TOWNSHIP, SOMERSET COUNTY, NEW JERSEY" prepared by DW Smith Associates, LLC, dated February 7, 2017 and revised to April 17, 2017.

THOMAS J. MURPHY, P.L.S. LIC. #24GS03720700

DW SMITH ASSOCIATES, LLC
1450 STATE HIGHWAY ROUTE 34
WALL TOWNSHIP, NEW JERSEY 07753

BY: _____
TYPED BY: _____
CHECKED BY: _____

S:\PROJECTS\2007\07-153\07-153-197 thru 07-153-200\Survey\199 - DESCRIPTION\Legal Descriptions\DD07153199-20170418-L25 B5.02.doc

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY
} SS.
COUNTY Somerset County Municipal Code 1808

FOR RECORDER'S USE ONLY
Consideration $ 1,420,254.00
RTF paid by seller $ 14,1263.05
Date 6/14/17 By WB

MUNICIPALITY OF PROPERTY LOCATION Township of Franklin

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(Instructions #3 and #4 on reverse side)*

Deponent, Michael J. Crowley (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Vice President (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated _____ transferring real property identified as Block number 5.02 Lot number 25 & 25 QFarm located at _____ (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 1,420,254.00 *(Instructions #1 and #5 on reverse side)* [X] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$_____ ÷ _____% = $_____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE *(Instruction #8 on reverse side)*

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE *(Instruction #9 on reverse side)*

NOTE: All boxes below apply to grantor(s) *only*. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. **SENIOR CITIZEN** Grantor(s) [ ] 62 years of age or over.* *(Instruction #9 on reverse side for A or B)*

B. **BLIND PERSON** Grantor(s) [ ] legally blind or; *
DISABLED PERSON Grantor(s) [ ] permanently and totally disabled [ ] receiving disability payments [ ] not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet **all of the following** criteria:
[ ] Owned and occupied by grantor(s) at time of sale. [ ] Resident of State of New Jersey.
[ ] One or two-family residential premises. [ ] Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** *(Instruction #9 on reverse side)*
[ ] Affordable according to H.U.D. standards. [ ] Reserved for occupancy.
[ ] Meets income requirements of region. [ ] Subject to resale controls.

(6) NEW CONSTRUCTION *(Instructions #2, #10, #12 on reverse side)*

[ ] Entirely new improvement. [ ] Not previously occupied.
[ ] Not previously used for any purpose. [ ] "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES *(Instructions #5, #12, #14 on reverse side)*

[ ] No prior mortgage assumed or to which property is subject at time of sale.
[ ] No contributions to capital by either grantor or grantee legal entity.
[ ] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 25 day of May , 20 17

Signature of Deponent

PO Box 419, Kingston, NJ 08528
Deponent Address

XXX-XXX-3 8 1
Last three digits in Grantor's Social Security Number

Trap Rock Industries LLC
Grantor Name

PO Box 419, Kingston NJ 08528
Grantor Address at Time of Sale

Mark Stevens ESQ.
Name/Company of Settlement Officer

Notary Public
XXXXXXX
Bruce Lubitz, Esq.
an Attorney at Law of the State of New Jersey

FOR OFFICIAL USE ONLY
Instrument Number _____ County Somerset
Deed Number _____ Book _____ Page _____
Deed Dated 5/25/17 Date Recorded 6/14/17

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: **www.state.nj.us/treasury/taxation/lpt/localtax.shtml.**

RTF-1EE (Rev. 12/09)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT.

STATE OF NEW JERSEY } SS
COUNTY Somerset

County Municipal Code 1808

FOR RECORDER'S USE ONLY
Consideration $ 1,420,254.00
RTF paid by Buyer $ 0
Date: 10/14/17 By VG

MUNICIPALITY OF PROPERTY LOCATION: Township of Franklin *Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(See Instructions #3 and #4 on reverse side)*

XXX-XX-X ___ ___ ___
Last 3 Digits in Grantee's Social Security Number

Deponent, TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, being duly sworn according to law upon his/her oath,

deposes and says that he/she is the **Legal Representative** in a deed dated ____ transferring
(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 5.02 Lot number 25 QFARM located at

Cr 518, Franklin Township and annexed thereto.

(2) CONSIDERATION $1,420,254.00 *(See Instructions #1, #5 and #11 on reverse side)*

Entire consideration is in excess of $1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.
(A) When Grantee is required to remit the 1% fee, complete (a) by checking off appropriate box or boxes below

☐ Class 2 – Residential
☐ Class 3A- Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
☐ Class 4A – Commercial Properties (if checked, calculation in (E) required below)
☐ Cooperative unit (four families or less) (See C. 46:8D-3.) Cooperative units are Class 4C.

(B) Grantee is not required to remit the 1% fee (one or more of following classes being conveyed), complete (b) by checking off appropriate box or boxes below:

☒ Property Class. **Circle applicable class(es):** (1) 3B 4B 4C 15
Property classes: 1-Vacant Land; 3B Farm property (Qualified) 4B-Industrial properties; 4C-Apartments; 15 Public Property, etc. (**N.J.A.C.** 18:12-2.2 et seq.)

☐ Exempt Organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.

☐ Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and **MUST ATTACH COMPLETED RTF-4.**

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one subject to the 1% fee (B), pursuant to N.J.S.A 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

☒ Property class. Circle applicable class or clas [1] [2] [3B] [4A] [4B] [4C] [15]

(D) EQUALIZED VALUE CALCUATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY
Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation

Property Class ____	$ ____	÷	____	% = $	____
Property Class ____	$ ____	÷	____	% = $	____
Property Class ____	$ ____	÷	____	% = $	____
Property Class ____	$ ____	÷	____	% = $	____

(E) REQUIRED CALCULATION OF EQUALIZED CALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: ***(See Instructions #6 and #7 on reverse side)***

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$ ____ ÷ ____ % = $ ____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE *(See Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes **Affidavit of Consideration for Use by Buyer** to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this ___ Day of MAY .20 17

Mark Stevens
Signature of Deponent
Cr 518, Franklin Township
Deponent Address
3 PARAGON WAY, SUITE 300 FREEHOLD NJ 07728

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC
2800 Post Oak Grantee Name Houston TX
Blvd Cr 518, Franklin Township 77056
Grantee Address at Time of Sale
Vintage Title Services, LLC.
Name/Company of Settlement Officer

Christine A. Kozenski

CHRISTINE A. KOZENSKI
A Notary Public of New Jersey
My Commission Expires January 21, 2019

County recording officers: forward one copy of each RTF-1EE to:
STATE OF NEW JERSEY- DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY
Instrument Number ____ County Somerset
Deed Number ____ Book ____ Page ____
Deed Dated 5-17-17 Date Recorded 10/4/17

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit : www.state.nj.us/treasury/taxation/lpt/localtax.shtml.

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Trap Rock Industries, LLC

Current Street Address

PO Box 419

City, Town, Post Office Box	State	Zip Code
Kingston	NJ	08528

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
5.02	25 & 25 Q Farm	

Street Address
CR 518

City, Town, Post Office Box	State	Zip Code
Township of Franklin	NJ	08022

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	$1,420,254.00	$1,420,254.00	5/25/17

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
   ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☒ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

5/25/17
Date

Trap Rock Industries, LLC, a Delaware limited liability company

Michael J. Crowley, Vice President
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

WITNESS:

TRAP ROCK INDUSTRIES, LLC
a Delaware limited liability company

By: _____
Name: Michael J. Crowley
Title: Vice President

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
COUNTY OF MIDDLESEX : **ss.**

I CERTIFY that on May 8, 2017, **Michael J. Crowley,** he is the Vice President of Trap Rock Industries, LLC, a Delaware limited liability company personally came before me, and stated under oath, to my satisfaction, that:

(a) he is the person named in this Deed;

(b) he is duly authorized to execute this Deed on behalf of the Grantor as he voluntary act and deed; and

(c) Grantor made this Deed for $1,420,254.00 as the full and actual consideration paid, or to be paid, for the transfer of title. (Such consideration is defined in *N.J.S.A. 46:15-5.*)

_____
Bruce Lubitz, Esq.
an Attorney at Law of the State of New Jersey

DEED	**Dated:** May 25, 2017
Trap Rock Industries, LLC a Delaware limited liability company **Grantor,** **TO** Transcontinental Gas Pipe Line Co. **Grantee.**	**Record and return to:** Bruce Lubitz, Esq. Rubin, Ehrlich & Buckley, P.C. Crossroads Corporate Center 3150 Brunswick Pike, Suite 310 Lawrenceville, New Jersey 08638

R + R:

Rutter & Roy
3 Paragon Way, Ste 300
Freehold, NJ 07728



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

****

Recorded:	**06/14/2017 10:45:58 AM**
Book:	**OPR 6966 Page: 2192-2201**
Instrument No.:	**2017023239**
	DEED 10 PGS $123.00
CONSIDERATION:	**$1,420,254.00**
EXEMPTION:	**OS**
NJ REALTY XFER FEE:	**$14,663.05**
Recorder:	**DELUCIA**

****

DO NOT DISCARD



2017023239

#14

Cullen | Dykman

HERBERT B. BENNETT
PARTNER
HBennett@cullenllp.com

Cullen and Dykman LLP
229 Nassau Street
Princeton, NJ 08542
T: 609.279.0900
F: 609.497.2377

January 21, 2020

Joslin C. Tamagno, Environmental Supervisor
Bureau of Urban Growth and Redevelopment
NJDEP Division of Land Use Regulation
Department of Environmental Protection
Division of Land Use Regulation
501 E. State Street, Second Floor
Trenton, New Jersey 08609

Terry Turpin, Director of the Office of Energy Projects
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

RE: Transcontinental Gas Pipe Line Company LLC
Northeast Supply Enhancement Project
Access Road to Compressor Station 206
Block 5.02, Lot 26.01 ("the Higgins property")
Franklin Township, Somerset County, New Jersey
FERC Docket No. CP17-101-000

Dear Ms. Tamagno & Mr. Turpin:

I represent Julie and Clifford Higgins (the Higgins) with regard to the above-referenced matter. I understand that Transcontinental Gas Pipe Line Company, LLC (Transco) will be submitting applications to the Federal Energy Regulatory Commission (FERC) and to the New Jersey Department of Environmental Protection (NJDEP) for authorization to use an access road across the Higgins property in connection with Transco's proposed Northeast Supply Enhancement Project (Project). A portion of the road will be located within the footprint of the existing access road utilized by the United States Environmental Protection Agency and then will be extended to reach Transco's compressor station site.

This letter serves as confirmation that the Higgins have given their consent for Transco to apply for the necessary FERC and NJDEP approvals as to the proposed access road on the Higgins property, and to construct the proposed access road on said property if and when approved by all applicable regulatory agencies. The Higgins also give their consent for access to the site by representatives or agents of FERC and NJDEP for the purpose of conducting a site inspection(s) or survey(s) of the Higgins property.

Very truly yours,
CULLEN AND DYKMAN LLP

Herbert B. Bennett

HBB/

SOMERSET COUNTY

DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

Steve Peter, County Clerk
Somerset County, NJ
2026 Feb 27 03:04 PM
BK: 7667 PGS: 3699-3710
Instrument # 2026005643
Doc Type: CIVORD
Fee: $140.00

(Official Use Only)

DATE OF DOCUMENT: 2/20/2026	TYPE OF DOCUMENT: Order of Condemnation and Immediate Possession.
FIRST PARTY *(Grantor, Mortgagor, Seller or Assignor)*	SECOND PARTY *(Grantee, Mortgagee, Buyer, Assignee)*
Clifford G. Higgins, Jr., Julie Higgins, Township of Franklin and NJDEP	Transcontinental Gas Pipe Line Company LLC
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

MUNICIPALITY: Franklin Township	MAILING ADDRESS OF GRANTEE: c/o Rutter & Roy LLP 2052 Route 35, Suite 103 Wall, NJ 07719
BLOCK: 5.02	
LOT: 26.01 and 25	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE
THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD
RETAIN THIS PAGE FOR FUTURE REFERENCE

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a limited liability company of the State of Delaware, Plaintiff, v. 1.451 Acres Of Permanent Easement and 0.460 Acres Of Temporary Easement In The Township Of Franklin, Somerset County, New Jersey; CLIFFORD G. HIGGINS, JR. and JULIE HIGGINS, fee owners; TOWNSHIP OF FRANKLIN, a body politic of the State of New Jersey, holder of non-agricultural development rights; and STATE OF NEW JERSEY, BY THE COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, lienholder, Defendants.	CIVIL ACTION NO. **ORDER OF CONDEMNATION AND IMMEDIATE POSSESSION**

This matter having come before the Court on the application of Rutter & Roy, LLP, attorneys for the plaintiff, Transcontinental Gas Pipe Line Company, LLC ("Transco"), for an Order determining that plaintiff is duly vested with and has duly exercised its authority to acquire the property rights being condemned, authorizing Transco to deposit the amount of estimated compensation into the Court's registry pursuant to L. Civ. R. 67.1(a), and determining that Transco, upon payment of the estimated compensation into Court, be given full possession of the property rights being condemned;

And Christine A. Roy, Esq., having appeared for Transco; and counsel having appeared for defendant Township of Franklin;

And defendants Clifford G. Higgins, Jr. and Julie Higgins having settled with Transco as to the just compensation to be paid for the easements condemned;

And the Court having first considered the papers filed and it appearing that plaintiff is entitled, under the Natural Gas Act, 15 U.S.C. 717f(h), and under the provisions of a Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission on August 28, 2025 (in FERC Docket Nos. CP17-101-007 and CP20-49-001) to maintain this condemnation action;

And it appearing that the defendant owners' property appears on the alignment sheets submitted to FERC along with the application and that the permanent access road and appurtenant facilities are to be built under or across a strip of land, totaling 1.451 acres, and temporary workspace easements, totaling 0.460 acres, on defendant owners' lands;

And the Court having then determined that an Order of Condemnation should issue;

And it appearing that Transco is entitled, under the equitable powers of the Court, to an order for immediate and full possession of the property rights condemned so as to allow tree felling and other construction activities on defendant owners' property to begin as soon as Transco deposits the funds in Court as directed herein, and for good cause shown;

It is on this 20th day of February 2026,

ORDERED AND ADJUDGED as follows:

1. Plaintiff, Transcontinental Gas Pipe Line Company, LLC, is authorized to and has duly exercised its power of eminent domain in this action. This Court **GRANTS** Transco's

application for an Order of Condemnation of the permanent access road easement and temporary workspace easements sought;

2. Transco is entitled to relief under the equitable powers of this Court and shall receive immediate possession of the property rights being condemned on defendant owners' property identified as Lot 26.01 in Block 5.02, as shown on the Official Tax Map of the Township of Franklin, County of Somerset and State of New Jersey, as follows:

   a. A permanent access road easement upon, over, through and across a portion of the Higgins Property, totaling 1.451 acres, on lands identified as Lot 26.01 in Block 5.02 as shown on the Official Tax Map of Franklin Township, Somerset County and State of New Jersey, said easement designated as "Area of Proposed Access Road #1 (Outside Deed Restricted Area)" (1.015 acres) and "Area of Proposed Access Road #2 (Inside Deed Restricted Area)" (0.436 acres), both as shown on Transco Drawing No. CS 206 – Higgins Access Road, dated July 9, 2025 with revisions through September 20, 2025. A copy of said drawing and a narrative description of the easement are annexed hereto, both as Exhibit A;

   b. Temporary construction easements, totaling 0.460 acres, said lands being designated as "Area of Proposed Temporary Workspace #1 (Outside Deed Restricted Area)" (0.097 acres), "Area of Proposed Temporary Workspace #2 (Outside Deed Restricted Area)" (0.001 acres), "Area of Proposed Temporary Workspace #3 (Inside Deed Restricted Area)" (0.134 acres), and "Area of Proposed Temporary Workspace #4 (Inside Deed Restricted Area)" (0.228 acres), as shown and described on Exhibit A.

3. Transco, upon payment of the amount of $60,000 into the Registry of this Court, as

directed in paragraph 4 below, shall be entitled to enter upon the permanent and temporary easements condemned in this action;

4. Payment shall be made as follows:

   a. The sum of $60,000.00 shall be deposited by the Clerk of the Court into the Registry of this Court and then, as soon as business of his or her office allows, the Clerk of Court shall deposit these funds into the interest-bearing Court Registry Investment System (CRIS) Liquidity Fund administered by the Administrative Office of the United States Courts as Custodian, pursuant to L.Civ.R.67.1(a)(2);

   b. The sum of money so invested in the interest-bearing CRIS Liquidity Fund shall remain on deposit until further order of this Court at which time the funds, together with interest thereon, shall be retrieved by the Clerk of the Court and re-deposited into the non-interest-bearing Registry of the Court for disbursement pursuant to further order of the Court;

   c. The custodian shall deduct the CRIS fee of an annualized 10 basis points on assets on deposit for all CRS funds for the management of investments in the CRIS, excluding the case funds held in the Disputed Ownership Fund; and

   d. A signed copy of this Order shall be personally served upon the Clerk of the Court, Chief Deputy of Administration, Chief Deputy of Operations, or Finance Manager;

5. That plaintiff shall be entitled to receive a certified copy of this Order from the Clerk of the Federal District Court, District of New Jersey, which certified copy may then be recorded in a Deed Book at the offices of the Clerk of Somerset County as plenary evidence and record notice of plaintiff's right to have, hold, use, occupy, possess, and

enjoy the permanent and temporary easements, as shown and described on Exhibit A;

6. That defendant owners, Clifford G. Higgins, Jr. and Julie Higgins, and any and all entities in possession or control of the property described in the Verified Complaint herein, shall surrender possession and control of the 1.451-acre permanent access road easement, and the described temporary workspace easements, as shown on Exhibit A, to the plaintiff;

7. This Court will hereafter establish the schedule for any discovery and proceedings to fix the just compensation to be paid in this matter; and

8. Plaintiff's attorney shall serve a copy of this Order of Condemnation and Immediate Possession by regular mail addressed to the herein named defendants, Clifford G. Higgins, Jr. and Julie Higgins, and via CM/ECF upon the Township of Franklin, and the State of New Jersey by the Commissioner of the Department of Environmental Protection, within seven (7) days of the entry of this Order.

ZAHID N. QURAISHI
UNITED STATES DISTRICT JUDGE

I hereby attest and certify on 2/20/26 that the foregoing document is a full, true and correct copy of the original on file in my office, and in my legal custody.

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY

DEPUTY CLERK

EXHIBIT A
Narrative Description of Easements Condemned

A permanent access road easement, along with temporary easements, as shown on Drawing No. "CS 206 – Higgins Access Road", dated September 20, 2025, to be used by Transcontinental Gas Pipe Line Company, LLC (hereinafter called **CONDEMNOR**), for the purpose of access between County Route 518, aka Georgetown Franklin Turnpike, and Condemnor's property identified as Block 5.02, Lot 25 in the Township of Franklin, during construction of, and thereafter during operation and maintenance of, a natural gas compressor station and appurtenant facilities, and for the development, installation, repair, replacement, improvement, maintenance and removal of the appurtenant roadway and communication facilities, including but not limited to, storm water drainage facilities, telephone lines, water lines and hydrants, overhead and underground electric and fiber optic wires, poles, towers, lightning protective wires, ground wires, communication wires, conductors and cables, equipment, shelters, supporting structures, guys, push braces, ducts, underground conduits, culverts, concrete pads, sewers, manholes, fences, swales, signs, communications equipment, and other accessory apparatus, equipment, and appurtenances deemed by Condemnor to be necessary for access and communication purposes, upon, over, across, and under the lands of Clifford G. Higgins, Jr. and Julie Higgins (hereinafter called **LANDOWNER**), situated in the Township of Franklin, County of Somerset, State of New Jersey, described as follows:

Block 5.02, Lot 26.01, as described in deed dated February 2, 2017 and re-recorded in the Somerset County Clerk's Office on March 20, 2025 in Deed Book 7607, Page 1949.

The permanent access road easement shall be land totaling 1.451 acres, identified as "Area of Proposed Access Road #1 (Outside Deed Restricted Area)" and "Area of Proposed Access Road #2 (Inside Deed Restricted Area)," all as shown on Drawing No. "CS 206 – Higgins Access Road".

During the course of construction of the natural gas compressor station authorized above, Condemnor shall have the right to enter upon, clear off, and use additional strips of land, such strips of land, totaling 0.460 acres, being identified on Drawing No. "CS 206 – Higgins Access Road" as "Area of Proposed Temporary Workspace #1 (Outside Deed Restricted Area)," "Area of Proposed Temporary Workspace #2 (Outside Deed Restricted Area), "Area of Proposed Temporary Workspace #3 (Inside Deed Restricted Area) and "Area of Proposed Temporary Workspace #4 (Inside Deed Restricted Area).

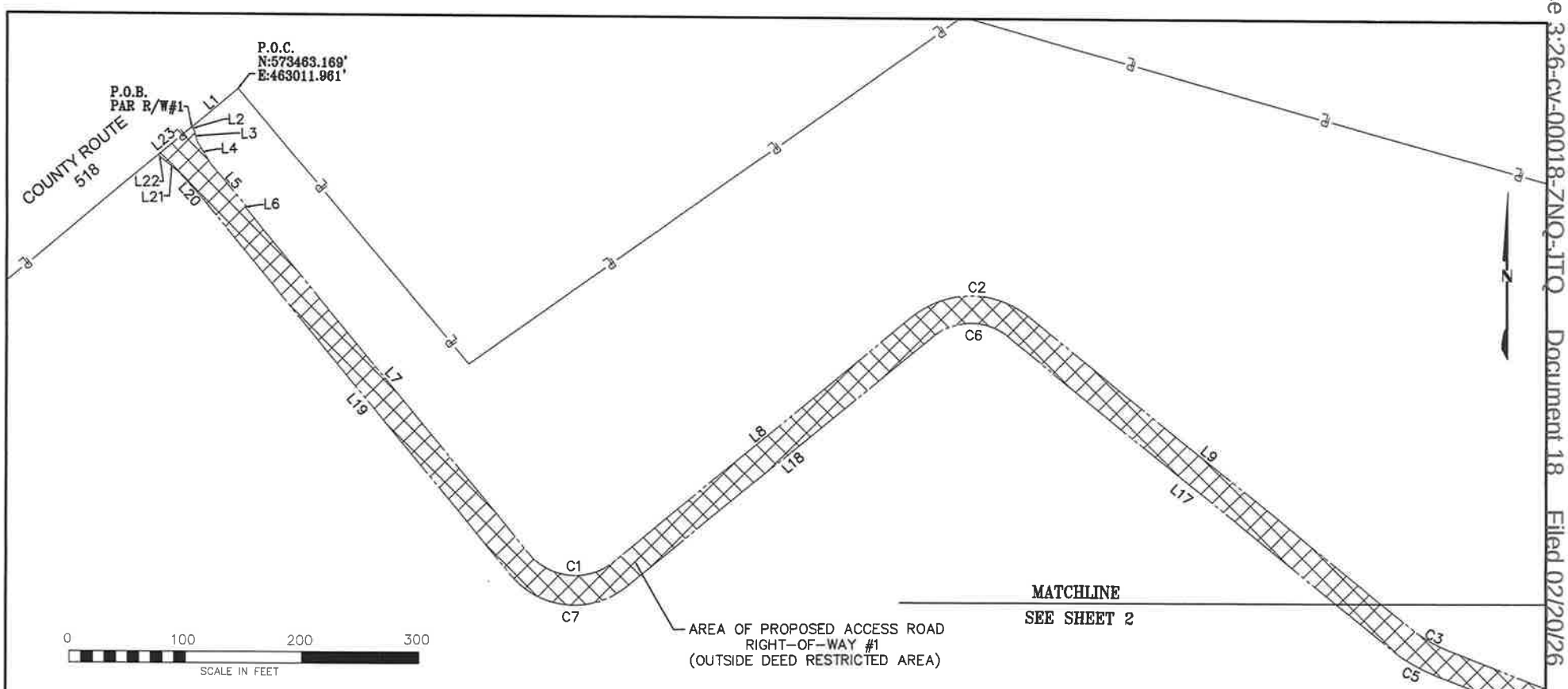
Condennor shall have the right to pave, widen, enlarge, extend, and alter sections of the access road within the permanent access road easement as may be necessary or convenient during operation and maintenance of Condemnor's compressor station and appurtenant facilities. At its sole cost and expense, Condemnor shall restore, repair and maintain (including ice and snow removal) the access road as is necessary and to correct any damage resulting from Condemnor's use of the access road. Condemnor shall restore, repair and maintain the access road, as nearly as practicable and permissible, to its condition prior to Condemnor's use.

Condemnor shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other

natural obstructions from the permanent access road easement, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Without Condemnor's prior written consent, Landowner will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent access road easement or any part thereof, (ii) change the grade of said permanent access road easement, or any part thereof, (iii) plant trees on said permanent access road easement or any part thereof, (iv) use said permanent access road easement or any part thereof in such a way as to interfere with Condemnor's immediate and unimpeded access to its compressor station on Lot 25, or (v) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

It is understood and agreed that the access road easement granted herein shall not extend generally for the use of the public, but is limited to and for the use of Condemnor, for its agents and employees and for persons, firms and corporations doing work for Condemnor. Notwithstanding the foregoing, nothing shall limit or otherwise affect the Environmental Protection Agency's right to enter access across the access road or Landowner's property.



NOTES:

1. BEARINGS AND COORDINATES SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD 83(2011).

2. AREA OF PROPOSED ACCESS ROAD #1 (OUTSIDE DEED RESTRICTED AREA) ..... 1.015 ACRES
   AREA OF PROPOSED ACCESS ROAD #2 (INSIDE DEED RESTRICTED AREA) ..... 0.436 ACRES

   AREA OF PROPOSED TEMPORARY WORKSPACE #1 (OUTSIDE DEED RESTRICTED AREA) 0.097 ACRES
   AREA OF PROPOSED TEMPORARY WORKSPACE #2 (OUTSIDE DEED RESTRICTED AREA) 0.001 ACRES
   AREA OF PROPOSED TEMPORARY WORKSPACE #3 (INSIDE DEED RESTRICTED AREA) 0.134 ACRES
   AREA OF PROPOSED TEMPORARY WORKSPACE #4 (INSIDE DEED RESTRICTED AREA) 0.228 ACRES

DRAWING NO.	REFERENCE TITLE

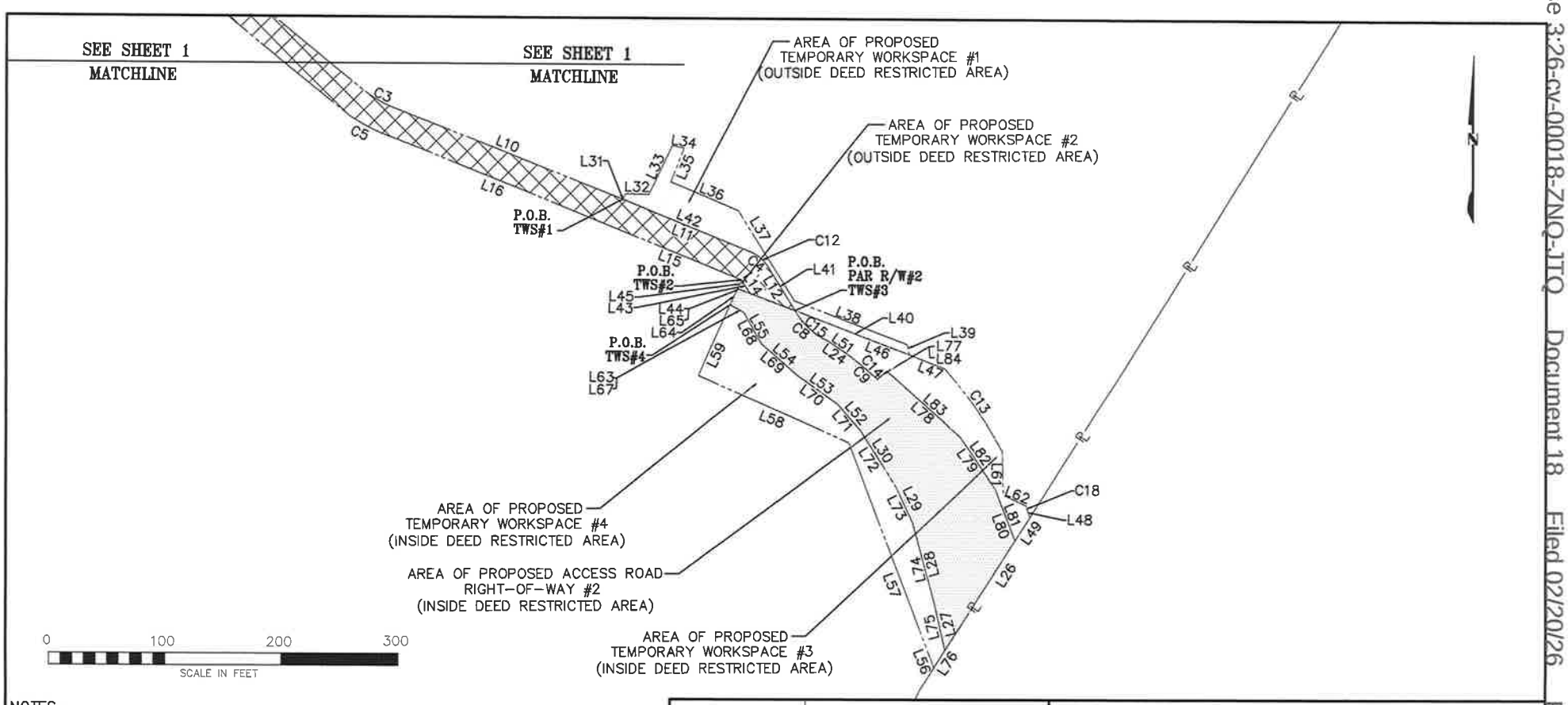
NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.

TRANSCONTINENTAL GAS PIPE LINE COMPANY, L.L.C.
NORTHEAST SUPPLY ENHANCEMENT PROJECT,
AREA OF PROPOSED PERMANENT ACCESS ROAD
CROSSING THE PROPERTY OF CLIFFORD G. HIGGINS, JR. AND JULIE MARTIN HIGGINS, BLOCK 5.02, LOT 26.01, FRANKLIN TOWNSHIP, SOMERSET COUNTY, STATE OF NEW JERSEY

Williams GAS PIPELINE

DRAWN BY: CHR	DATE: 7-9-25	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY:	DATE: 7-14-25	ISSUED FOR CONSTRUCTION:	
APPROVED BY:	DATE: 8-5-25	DRAWING NUMBER: CS 206 - HIGGINS ACCESS ROAD	SHEET 1 OF 4
WO:	DATE: 9-20-25		

Case 3:26-cv-00018-ZNQ-ITQ Document 18 Filed 02/20/26 Page 8 of 11 PageID: 424



NOTES:

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WO:	DATE: 9-20-25		

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Proposed Access Road Right of Way #2 (INSIDE DEED RESTRICTED AREA)				
Line #	Bearing	Distance	Radius	Length
C8	S46° 52' 11"E	38.42	63.27	39.03
L24	S55° 34' 37"E	24.28		
C9	S50° 12' 14"E	29.42	321.12	29.43
L77	N49° 13' 30"E	10.70		
L78	S47° 59' 39"E	85.14		
L79	S34° 17' 30"E	53.41		
L80	S20° 58' 01"E	46.93		
L26	S32° 25' 07"W	112.08		
L27	N12° 22' 08"W	40.18		
L28	N15° 18' 10"W	73.47		
L29	N24° 48' 38"W	32.19		
L30	N32° 26' 44"W	57.14		
L52	N41° 07' 02"W	30.66		
L53	N53° 56' 16"W	42.32		
L54	N48° 55' 44"W	41.09		
L55	N29° 09' 51"W	30.71		
L63	N60° 35' 20"W	13.73		
L64	N24° 09' 00"E	15.11		
L65	S69° 26' 02"E	11.38		
L66	S69° 26' 02"E	41.39		

Proposed Access Road Right of Way #1 (OUTSIDE DEED RESTRICTED AREA)				
Line #	Bearing	Distance	Radius	Length
L2	S38° 44' 00"E	3.15		
L3	S15° 56' 32"E	10.23		
L4	S31° 14' 18"E	23.54		
L5	S40° 23' 48"E	46.10		
L6	S08° 12' 31"W	1.55		
L7	S39° 36' 04"E	386.23		
C1	S87° 13' 35"E	69.58	52.05	76.21
L8	N50° 21' 38"E	330.44		
C2	N89° 59' 46"E	101.55	78.83	110.34
L9	S50° 57' 13"E	426.31		
C3	S61° 00' 01"E	32.00	109.91	32.12
L10	S68° 29' 51"E	207.43		
L11	S68° 05' 53"E	116.06		
C4	S47° 21' 21"E	26.50	33.92	27.22
L12	S32° 18' 25"E	38.58		
L13	N69° 26' 02"W	41.39		
L14	N32° 30' 26"W	13.60		
L15	N68° 05' 27"W	136.33		
L16	N68° 12' 57"W	183.20		

Proposed Access Road Right of Way #1 (OUTSIDE DEED RESTRICTED AREA)				
Line #	Bearing	Distance	Radius	Length
C5	N63° 45' 31"W	43.53	170.08	43.65
L17	N50° 56' 31"W	428.74		
C6	N88° 52' 35"W	70.58	51.26	77.85
L18	S50° 32' 43"W	333.53		
C7	N87° 22' 55"W	98.34	71.98	108.26
L19	N39° 34' 41"W	421.09		
L20	N42° 53' 11"W	29.81		
L21	N51° 19' 02"W	19.59		
L22	N43° 55' 11"W	3.33		
L23	N50° 22' 53"E	37.53		

Connection Course		
Line #	Bearing	Distance
L1	S50° 22' 53"W	51.40

NOTES:

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   AREA OF PROPOSED TEMPORARY WORKSPACE #2 (OUTSIDE DEED RESTRICTED AREA) 0.001 ACRES
   AREA OF PROPOSED TEMPORARY WORKSPACE #3 (INSIDE DEED RESTRICTED AREA) 0.134 ACRES
   AREA OF PROPOSED TEMPORARY WORKSPACE #4 (INSIDE DEED RESTRICTED AREA) 0.228 ACRES

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Williams GAS PIPELINE

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APPROVED BY:	DATE: 8-5-25	DRAWING NUMBER: CS 206 - HIGGINS ACCESS ROAD	SHEET 3 OF 4
WO:	DATE: 9-20-25		

Case 3:26-cv-00018-ZNQ-JTQ Document 18 Filed 02/20/26 Page 10 of 11 PageID: 426

Proposed Temporary Workspace #1 (OUTSIDE DEED RESTRICTED AREA)				
Line #	Bearing	Distance	Radius	Length
L31	N24° 53' 07"E	4.96		
L32	S89° 38' 10"E	20.36		
L33	N25° 55' 17"E	45.99		
L34	S78° 21' 36"E	10.10		
L35	S21° 29' 45"W	30.84		
L36	S67° 21' 18"E	62.71		
L37	S32° 12' 51"E	90.45		
L38	S68° 45' 53"E	103.79		
L39	S11° 43' 31"E	8.82		
L40	N68° 46' 32"W	105.11		
L41	N32° 18' 25"W	38.58		
C12	N47° 21' 21"W	26.50	33.92	27.22
L42	N68° 05' 53"W	116.06		

Proposed Temporary Workspace #2 (OUTSIDE DEED RESTRICTED AREA)				
Line #	Bearing	Distance	Radius	Length
L43	S32° 30' 26"E	13.60		
L44	N69° 26' 02"W	11.38		
L45	N24° 09' 00"E	8.18		

Proposed Temporary Workspace #3 (INSIDE DEED RESTRICTED AREA)				
Line #	Bearing	Distance	Radius	Length
L46	S68° 46' 32"E	105.11		
L47	S68° 46' 32"E	32.59		
C13	S34° 51' 47"E	86.58	360.00	86.79
L61	S01° 18' 55"E	37.01		
L62	S65° 48' 21"E	21.37		
C18	S19° 32' 06"E	5.59	360.00	5.59
L48	S19° 05' 24"E	5.00		
L49	S32° 25' 07"W	23.82		
L81	N20° 58' 01"W	46.93		
L82	N34° 17' 30"W	53.41		
L83	N47° 59' 39"W	85.14		
L84	S49° 13' 30"W	10.70		
C14	N50° 12' 14"W	29.42	321.12	29.43
L51	N55° 34' 37"W	24.28		
C15	N46° 52' 11"W	38.42	63.27	39.03

Proposed Temporary Workspace #4 (INSIDE DEED RESTRICTED AREA)				
Line #	Bearing	Distance	Radius	Length
L67	S60° 35' 20"E	13.73		
L68	S29° 09' 51"E	30.71		
L69	S48° 55' 44"E	41.09		
L70	S53° 56' 16"E	42.32		
L71	S41° 07' 02"E	30.66		
L72	S32° 26' 44"E	57.14		
L73	S24° 48' 38"E	32.19		
L74	S15° 18' 10"E	73.47		
L75	S12° 22' 08"E	40.18		
L76	S32° 25' 07"W	17.45		
L56	N18° 49' 17"W	6.00		
L57	N20° 52' 54"W	199.98		
L58	N65° 57' 38"W	141.35		
L59	N24° 09' 00"E	66.56		

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TRANSCONTINENTAL GAS PIPE LINE COMPANY, L.L.C.
NORTHEAST SUPPLY ENHANCEMENT PROJECT,
AREA OF PROPOSED PERMANENT ACCESS ROAD
CROSSING THE PROPERTY OF CLIFFORD G. HIGGINS, JR. AND JULIE MARTIN HIGGINS, BLOCK 5.02, LOT 26.01, FRANKLIN TOWNSHIP, SOMERSET COUNTY, STATE OF NEW JERSEY

Williams GAS PIPELINE

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APPROVED BY:	DATE: 8-5-25	DRAWING NUMBER: CS 206 - HIGGINS ACCESS ROAD	SHEET 4 OF 4
WO:	DATE: 9-20-25		

Case 3:26-cv-00018-ZNQ-JTQ Document 18 Filed 02/20/26 Page 11 of 11 PageID: 427

SOMERSET COUNTY

DOCUMENT COVER SHEET

Williams
99 F

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

INSTRUMENT # 2020005586

BOOK: 7187 PAGE: 3384-3393

(Official Use Only)

DATE OF DOCUMENT:	TYPE OF DOCUMENT:
FIRST PARTY *(Grantor, Mortgagor, Seller or Assignor)*	SECOND PARTY *(Grantee, Mortgagee, Buyer, Assignee)*
Trap Rock Industries LLC	Transcontinental Gas Pipe Line Company, LLC
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY:	MAILING ADDRESS OF GRANTEE: Williams - Transco 99 Farber Road Princeton, NJ 08540
BLOCK:	
LOT:	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE

THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD

RETAIN THIS PAGE FOR FUTURE REFERENCE

Prepared by: Patrick Mulvey

Tax #: 5.02/20 (formerly 23)
Municipality: Franklin
County: Somerset
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AND EXCLUSIVE EASEMENT AGREEMENT (SUCTION AND DISCHARGE)

STATE OF NEW JERSEY

COUNTY OF SOMERSET

THIS SUPPLEMENTAL RIGHT OF WAY AND EXCLUSIVE EASEMENT AGREEMENT (this "Agreement") is made this 27th day of January, 2020, by and between **TRAP ROCK INDUSTRIES, LLC**, having an address at P.O. Box 419, 4415 Route 27, Kingston, New Jersey, 08528 ("Grantor"), and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a limited liability company of the State of Delaware, having its principal office at 2800 Post Oak Boulevard, Houston, Texas 77056, its successors and assigns ("Grantee").

WHEREAS, by agreements dated (i) January 21, 1950 and recorded in the Somerset County Clerk's Office in Deed Book 729 at Page 12; (ii) May 20, 1968 and recorded in the Somerset County Clerk's Office in Deed Book 1178 at Page 76; (iii) November 23, 1987 and recorded in the Somerset County Clerk's Office in Deed Book 1707 at Page 858; and (iv) August 25, 1993 and recorded in the Somerset County Clerk's Office in Deed Book 1923 at Page 91, as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement"), Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products, upon, under, or across those certain lands located in the Township of Franklin, Somerset County, New Jersey, and described as follows:

Block 5.02, Lot 20 (formerly Lot 23) as described indeed dated December 31, 2012 and recorded in the Somerset County Clerk's Office on January 22, 2013 in Deed Book 6597, Page 2916; and

WHEREAS, at the request of Grantee, Grantor has consented and agreed to further modify, amend, supplement, and enlarge said Original Agreement in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Twenty-Two Thousand Five Hundred and 00/100 Dollars ($22,500.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby by general warranty grant, bargain, sell, convey, ratify, and confirm unto Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented, and enlarged as follows:

1. Grantee's existing pipeline(s) is/are constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements, including, without limitation, any suction and discharge pipelines as described herein, may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities, or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers, and vent pipes.

2. The permanent right of way and easement shall be strips of land identified as "Existing Right of Way" and "Proposed Permanent Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. Grantee also grants to Grantee an exclusive easement for the purposes of constructing, maintaining, operating, repairing, altering, and replacing two parallel, 48-inch-diameter suction and discharge pipelines, and any and all other appurtenant devices, equipment, facilities, improvements, and structures incident, necessary, or convenient thereto, in order to connect Grantee's existing mainline pipeline system to its natural gas compressor station located on adjacent property. It is understood and agreed that the exclusive easement granted herein shall not extend for the use of Grantor or the public, but is limited to and for the sole use of Grantee, its successors and assigns, for its agents and employees and for persons, firms, and corporations doing work for Grantee, its successors and assigns. Grantee shall have the right to erect fencing on some or all of the exclusive easement area.

4. The exclusive easement shall be the areas of land identified as "Proposed Exclusive Easement" and "Proposed Exclusive Easement within Existing Right of Way", all as shown on attached "Exhibit A"

5. During the course of construction of the suction and discharge pipelines and any appurtenant equipment, facilities, or improvements, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to

the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Proposed Temporary Workspace" and "Proposed Temporary Workspace Within Existing Right of Way."

6. Grantor acknowledges that Grantee at its sole discretion shall have the option, with Grantor's prior written consent which shall not be unreasonably withheld, of making reasonable adjustments to the location and area of the permanent rights of way and exclusive easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability, or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

7. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described rights of way and exclusive easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth, and other obstructions from the permanent rights of way and exclusive easement, without liability for damages naturally resulting from the proper exercise of the rights granted herein. Grantee shall also have all other rights and benefits necessary or convenient for the full enjoyment or use of the exclusive easement herein granted, including the right to fence in said land so as to exclude other persons and animals therefrom.

8. Grantor specifically covenants and agrees:

(a) The areas of land, first above described, are the permanent right of way and exclusive easements granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent rights of way, exclusive easement or any part thereof, (ii) change the grade of said permanent rights of way, exclusive easement, or any part thereof, (iii) plant trees or shrubs on said permanent rights of way, exclusive easement, or any part thereof, (iv) pave longitudinally along and upon said permanent rights of way, exclusive easement, or any part thereof, (v) use said permanent rights of way, exclusive easement or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent rights of way or exclusive easement, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of the suction and discharge pipelines and any appurtenant equipment, facilities, or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the suction and discharge pipelines and

any appurtenant equipment, facilities, or improvements, or in accordance with any federal, state, or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state, or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

9. Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the suction and discharge pipelines and any appurtenant equipment, facilities, or improvements hereunder.

10. This Agreement shall be subject to all valid rules, regulations, and orders of any regulatory body having jurisdiction, including those federal, state, county, and/or local bodies or agencies implementing various environmental and/or safety and health laws and regulations, whether now in force or adopted or enacted after the date of this Agreement. Without waiving its rights and obligations under the Natural Gas Act of 1938, 15 U.S.C.A. §717 *et seq.*, Grantee shall, at its own cost and expense, comply with any and all applicable rules, regulations, ordinances, or laws affecting the easement areas herein granted.

11. If any portion of the easement areas is subject to the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq., as amended from time to time, Grantee shall be responsible, at its sole cost and expense, for compliance with said act, and the cost, if any, of mitigation, that is required for compliance therewith as to the easement areas, except as to violations occurring prior to the date of this Agreement, which shall be mitigated by Grantor at its sole cost and expense.

12. Grantee, for itself, its agents, contractors, employees, successors or assigns, agrees to indemnify, protect and hold harmless Grantor, its successors and assigns and each of its members, officers, agent, servants, employees, contractors, and subcontractors from and against any and all liability, losses, injuries, deaths, claims, demands, actions, suits, judgments, damages, including damage or injury to real or personal property, including environmental harm, costs, expenses, civil penalties, and fines which, in any way, arise out of, or are based on, related to, or connected with the activities, work, and/or use and occupancy of the easements herein granted by Grantor or any violation of any applicable codes, regulations, statutes, ordinances, orders, directives or standards by Grantee or any officer, servant, employee, licensee, invitee, contractors, successor, assignee, or agent of Grantee. The foregoing shall not,

however, include an obligation to indemnify, defend or hold harmless Grantor to the extent that claims and losses are caused by Grantor's negligence, gross negligence, intentional misconduct, or criminal act, or to the extent that claims and losses arise from hazardous materials existing as of the date of this Agreement.

13. Grantor shall continue to pay, before they become overdue, all real estate taxes with respect to Grantor's property, including the exclusive easement areas.

14. Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

15. It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

16. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

17. The parties may execute this instrument as two or more counterparts, which shall, in the aggregate, be signed by both parties; and each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterparts shall be controlling.

18. This Agreement shall be liberally construed in favor of the grant of easement to affect the purposes of this Agreement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

19. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Jersey, without regard to conflict of laws principles.

20. This Agreement shall not be amended except by written agreement signed by both parties hereto.

21. Grantor promises that Grantor has done no act to encumber the easement areas. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that Grantor has not allowed anyone else to obtain any legal rights which affect the easement areas (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

TO HAVE AND TO HOLD said right of way and easements unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon; and the Grantor hereby binds itself, its successors and assigns, to warrant and forever defend all and singular said land unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Grantee shall have the right to assign this grant in whole or in part.

The provisions of this Agreement shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

Exhibit A

PROPOSED EXCLUSIVE EASEMENT		
POINT	BEARING	DISTANCE
A-1	N 75°49'04" W	288.02'
1-2	S 27°56'11" E	117.35'
2-3	S 17°03'49" W	56.28'
POB		
3-7	S 72°56'11" E	48.61'
7-10	S 19°47'29" W	118.87'
10-14	N 72°54'49" W	122.95'
14-4	N 17°03'49" E	118.69'
4-3	S 72°56'11" E	80.00'

PROPOSED EXCLUSIVE EASEMENT WITHIN EXISTING RIGHT OF WAY		
POINT	BEARING	DISTANCE
A-1	N 75°49'04" W	288.02'
1-2	S 27°56'11" E	117.35'
2-3	S 17°03'49" W	56.28'
3-7	S 72°56'11" E	48.61'
POB		
7-8	S 72°56'11" E	73.57'
8-9	S 17°03'49" W	118.77'
9-10	N 72°54'49" W	79.22'
10-7	N 19°47'29" E	118.87'

PROPOSED PERMANENT RIGHT OF WAY		
POINT	BEARING	DISTANCE
A-1	N 75°49'04" W	288.02'
POB		
1-2	S 27°56'11" E	117.35'
2-3	S 17°03'49" W	56.28'
3-4	N 72°56'11" W	80.00'
4-5	N 17°03'49" E	23.15'
5-6	N 27°56'11" W	156.55'
6-1	S 75°49'04" E	107.85'

PROPOSED TEMPORARY WORKSPACE		
POINT	BEARING	DISTANCE
A-1	N 75°49'04" W	288.02'
1-2	S 27°56'11" E	117.35'
2-3	S 17°03'49" W	56.28'
3-7	S 72°56'11" E	48.61'
7-10	S 19°47'29" W	118.87'
POB		
10-12	S 19°47'29" W	129.45'
12-13	N 72°56'11" W	116.79'
13-14	N 17°03'49" E	129.35'
14-10	S 72°54'49" E	122.95

PROPOSED TEMPORARY WORKSPACE WITHIN EXISTING RIGHT OF WAY		
POINT	BEARING	DISTANCE
A-1	N 75°49'04" W	288.02'
1-2	S 27°56'11" E	117.35'
2-3	S 17°03'49" W	56.28'
3-8	S 72°56'11" E	122.17'
POB		
8-15	S 72°56'13" E	6.01'
15-16	S 20°51'44" W	68.99'
16-11	S 17°31'39" W	179.2
11-12	N 72°56'11" W	85.38
12-10	N 19°47'29" E	129.45'
10-9	S 72°54'49" E	79.22'
9-8	N 17°03'49" E	118.77'



0 100 200 300

SCALE IN FEET

NOTES:

1. BEARINGS AND COORDINATES SHOWN ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD 83.
2. AREA OF PROPOSED EXCLUSIVE EASEMENT..... 0.342 ACRES
3. AREA OF PROPOSED EXCLUSIVE EASEMENT WITHIN EXISTING RIGHT OF WAY....0.208 ACRES
4. AREA OF PROPOSED TEMPORARY WORK SPACE.....0.356 ACRES
5. AREA OF PROPOSED TEMPORARY WORK SPACE WITHIN EXISTING RIGHT OF WAY..0.253 ACRES
6. AREA OF PROPOSED PERMANENT RIGHT OF WAY.....0.324 ACRES

DRAWING NO.	REFERENCE TITLE

TRANSCONTINENTAL GAS PIPE LINE COMPANY, L.L.C.
NORTHEAST SUPPLY ENHANCEMENT PROJECT,
AREA OF PROPOSED PERMANENT RIGHT OF WAY, EXCLUSIVE EASEMENT & TEMPORARY WORKSPACE
CROSSING THE PROPERTY OF
TRAP ROCK INDUSTRIES, LLC
BLOCK 5.02, LOT 23
FRANKLIN TOWNSHIP, SOMERSET COUNTY,
STATE OF NEW JERSEY

Williams GAS PIPELINE

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
1	10/14/19	MHW	REVISED WORKSPACE WITHIN EXISTING ROW			

DRAWN BY: MHW	DATE: 05-28-18	ISSUED FOR BID:	SCALE: 1" = 100'
CHECKED BY:	DATE:	ISSUED FOR CONSTRUCTION:	
APPROVED BY:	DATE:	DRAWING NUMBER:	SHEET 1 OF 1
WO:			

D:\FLEMINGTON\NESE\CS_206\PERMIT DRAWINGS\CS 206 TIE-IN AREA-10-14-19-white.DWG

Grantor and Grantee agree to the terms of this Supplemental Right of Way and Exclusive Easement Agreement by signing below.

TRAP ROCK INDUSTRIES, LLC

Witness: Mary Kay Bergen

By Michael J. Crowley
Name: Michael J. Crowley
Title: V.P.

STATE OF NEW JERSEY)
: SS.
COUNTY OF SOMERSET)

BE IT REMEMBERED, that on this 27TH day of January, 2020, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Michael J. Crowley, who acknowledged him/herself to be the Vice President of Trap Rock Industries, LLC, a limited liability company, and that as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him/herself as such representative.

Mary Kay Bergen
NOTARY PUBLIC
State of New Jersey
My Commission Expires May 15, 2022

Mary Kay Bergen
Notary Public Mary Kay Bergen

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

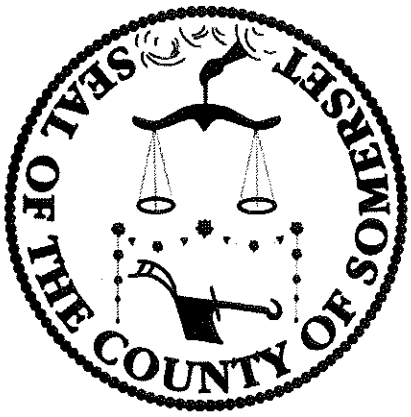
Witness:

By Patrick Mcclusky
Name: Patrick Mcclusky
Title: Lead Land Representative

STATE OF NEW JERSEY)
: SS
COUNTY OF)

BE IT REMEMBERED, that on this 3 day of ~~January~~ February MCB, 2020, before me a Notary Public in and for the State of New Jersey, the undersigned officer, personally appeared Patrick McClusky, who acknowledged him/herself to be the Lead Land Rep. of Transcontinental Gas Pipe Line Company, LLC, a limited liability company of the State of Delaware, and that as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him/herself as such representative.

MC Baran
Notary Public of NJ
Mary Catherine Baran
7 Exp: 12/9/24



Steve Peter
Somerset County Clerk
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

****

Date Recorded:	2/6/2020	10:51:12 AM
Recorded By:	DELUCIA	
Book & Page:	OPR 7187	3384-3393
Instrument No.:	2020005586	
Number of Pages:	10	
Document Type:	EASEMENT	

Recording Fee (inc all addtl charges): $123.00

****

DO NOT DISCARD

NEW JERSEY TRANSIT CORPORATION

RAILROAD PROPERTY CONSTRUCTION AND/OR OCCUPANCY PERMIT

PERMIT NO. P1233-0288-01

New Jersey Transit Corporation (NJ TRANSIT) hereby grants permission to the Permittee:

Transcontinental Gas Pipe Line Company, LLC
99 Farber Road
Princeton, New Jersey 08540

to construct and maintain one (1) cathodic protection cable containing a 24-volt direct current (hereinafter "Permittee's Facilities") in connection with this project (the "Project," as more particularly described in Section 3) for a term of one (1) year, which term will commence on the date of execution of this Permit by NJ TRANSIT.

This Permit is non-exclusive and is for the sole purpose of permitting the Permittee to occupy NJ TRANSIT property as specifically stated above. This Permit shall not be construed to permit the Permittee to locate any other or different facilities or objects on NJ TRANSIT property, except as expressly provided for herein. Furthermore, this Permit shall not prevent NJ TRANSIT from locating or permitting others to locate objects or other facilities on, over, below or across the Permittee's Facilities, so long as it does not unreasonably interfere with the Permittee's use as permitted herein. This Permit shall not be deemed or construed as transferring to Permittee any interest in the land of NJ TRANSIT or any right in the nature of an interest in land, irrespective of any expenditure by Permittee for the Permittee's Facilities. If at any time Permittee seeks to modify its use or occupancy of the NJ TRANSIT-owned property, Permittee shall be required to apply for a new permit or request the permit be amended.

This Permit is subject to the following conditions, restrictions, reservations and covenants.

1. Statutory Compliance

The Permittee agrees to comply with the rules on Use or Occupancy of State-owned Railroad Property, codified at NJAC 16:77 et. seq., as if they were set forth herein in their entirety. The provisions of this Permit and all rights and obligations herein shall be governed by and construed in accordance with the laws, rules and regulations of the State of New Jersey and applicable federal laws.

2. Fees

(a) (i) Upon execution of this Permit, the Permittee shall pay to NJ TRANSIT Rail Operations Inc. ("NJ TRANSIT Rail Operations") the sum of Seven Hundred Twenty Dollars ($720.00) as reimbursement for the costs and expenses incident to the review and approval of plans, methods of construction, and data connected with the Project, and to NJ TRANSIT the sum of Five Hundred Dollars ($500.00) as the administrative fee.

(ii) The Permittee shall pay to NJ TRANSIT a further sum of Three Hundred Seventeen Dollars ($317.00) as the total occupancy fee for one (1) year.

(b) This Permit will automatically be extended on a year to year basis, until terminated by NJ TRANSIT by providing notice to Permittee. The occupancy fee for each extended term shall be subject to change in accordance with the fee schedule rates in effect at that time.

3. Approved Plans

The Project must conform to the NJ TRANSIT approved plans for the Project, attached hereto as Exhibit A, more clearly identified as: "Transcontinental Gas Pipe Line Company, LLC Cathodic Protection Permit Drawing Morgan Shore Approach – NJ Transit North Jersey Coast Line, M.P. 2.88 Northeast Supply Enhancement Project Sayreville Borough, Middlesex County, New Jersey", Sheet Number 1 of 1, last revised April 15, 2026.

4. It is expressly understood that at least fourteen (14) days prior to construction, maintenance, repair, removal, change of location or use, the Permittee must contact, NJ TRANSIT Rail Operations, Manager Right-of-Way Engineering or his representative at (973) 491-7200 and any other appropriate NJ TRANSIT Rail Operations offices to coordinate construction with inspection, flagmen, and railroad operations. A copy of all approved construction plans shall be made available on site by Permittee until completion of the Project. Permittee shall perform all work in accordance with the then-current version of NJ TRANSIT's "Guidelines for Working Within or In Vicinity of NJ TRANSIT's Right-of-Way." A copy of the Guidelines can be located here: https://njtransit.com/permitting.

5. Construction Requirements

All construction or installation work specified herein must be completed within one (I) year from the date of issuance of this Permit, unless otherwise stated herein, or unless written approval is given by NJ TRANSIT for extension of construction time; otherwise, this Permit will automatically terminate. All requests for extensions must be submitted in writing to NJ TRANSIT Corporation, Department of Property Management. Permittee is responsible for all costs incurred for repair, maintenance,

or replacement of the Permittee's Facilities.

6. When construction or installation work under this Permit is started within one (I) year from the date of issuance but cannot be completed within the indicated time limit, the Permittee shall apply to NJ TRANSIT in writing for an extension of time. No work shall be performed beyond this one (I) year limit unless NJ TRANSIT has granted the Permittee an extension in writing. The Permittee must contact NJ-1-Call at (800) 272-1000 to identify buried third party facilities prior to performing any excavation work within NJ TRANSIT's Right-of-Way. If Permittee fails to timely provide such notification to NJ-1-Call, the Permit will be immediately canceled.

7. If the work under the terms of the Permit does not commence within one (I) year from the date this Permit is issued by NJ TRANSIT, the Permittee must submit updated plans, or re-submit existing plans confirming the plan's accuracy and reapply. The new application and plans must reflect any developments which would necessitate any change in the permitted Permittee's Facilities from the prior application.

8. Any sign placed on NJ TRANSIT property shall be designed and installed in exact compliance with the "Specifications For Pipeline Occupancy of New Jersey Transit Property" form EP-2 which states all pipelines (except those in streets where it would not be practical to do so) shall be prominently marked at rights-of-way limits (on both sides of track for undercrossings) by durable weatherproof signs. The "Specifications For Pipeline Occupancy of New Jersey Transit Property" form EP-2 can be found within NJ TRANSIT's "Guidelines for Working Within or In Vicinity of NJ TRANSIT's Right-of-Way." Signs shall include the following:

1. Name and address of Owner
2. Contents of Pipe
3. Pressure in Pipe
4. Depth of pipe below grade at point of sign
5. Emergency telephone in the event of pipe rupture

The material, size of lettering and the method of installation of the signs shall be as approved by the NJ TRANSIT Chief Engineer. For pipelines running longitudinally on NJ TRANSIT property, signs shall be placed over the pipe (or offset and appropriately marked) at all changes in direction of the pipeline. Such signs should also be located so that when standing at one sign the next adjacent marker in either direction is visible. In no event shall they be placed less than 500 feet apart unless otherwise specified by the Chief of Engineer-Structures.

9. The Permittee agrees that it will, at its own sole cost and expense, at all times during the installation, maintenance, relocation or removal of the Facilities, support and sustain the tracks and roadbed on which the railroad operates to the end that traffic thereon shall not be hindered or delayed, and upon completion of the work will restore the tracks and roadbed to the same or as good condition as before the work was commenced. Permittee specifically acknowledges that all work must be done in accordance with NJ TRANSIT's "Guidelines for Working Within or In Vicinity of NJ TRANSIT's Right-of-Way", including but not limited to the obligation to obtain a Temporary Access Permit, as may be amended from time to time.

10. It is expressly understood that upon the written request of NJ TRANSIT, the

Permittee shall promptly change the location of its Permittee's Facilities, or any of them, at the points aforesaid at any time hereafter at the sole expense of the Permittee and within thirty (30) days after such request is made, so as to enable NJ TRANSIT to make any alterations or improvements upon its property and any changes in or additions to its facilities that it may deem necessary or advisable hereafter at any time, and nothing herein contained shall in any way be so construed as to limit NJ TRANSIT in the full and free use and occupation of the full width of its right-of-way and property at the location aforesaid.

11. Proposed occupancies shall be designed so that adequate and uninterrupted drainage of railroad right-of-way is maintained throughout construction. If, in the course of construction, it is necessary to block a ditch, pipe, or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by NJ TRANSIT and/or NJ TRANSIT Rail Operations. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.

12. The Permittee shall not "foul" any track on NJ TRANSIT owned railroad property during construction, except when Flagmen or Signalmen are present. Cranes, trucks, motor shovels, or any other equipment shall be considered as fouling tracks when working in such a position that failure of the same, with or without load, brings the equipment within the fouling limit. See NJ TRANSIT's "Guidelines for Working Within or In Vicinity of NJ TRANSIT's Right-of-Way" for further information.

13. Environmental

The Permittee is responsible for compliance with all applicable environmental laws/regulations including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (CERCLA), the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the New Jersey Spill and Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (the Spill Act), the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10-B-1 et seq., the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., and the Underground Storage Tank Act, N.J.S.A. 58:10A-21 et seq., and all regulations promulgated under such laws to the extent applicable. Any costs associated with contamination and/or pollution caused by the Permittee is the responsibility of the Permittee. Permittee is also required to indemnify NJ TRANSIT against any losses and expenses relating to third-party claims arising from any pollution and/or contamination caused by the Permittee; and against any losses, claims, and expenses relating to exacerbation of existing pollution and/or contaminants caused by the Permittee. The act of discovery by the Permittee of contamination and/or pollution at the property not caused by the Permittee is not deemed exacerbation of environmental conditions. Activities that allow discovered contamination and/or pollution to migrate, spill, release, or discharge are not considered "discovery" but exacerbation of existing conditions and therefore are the responsibility of the Permittee. In addition to the aforementioned requirements, NJ TRANSIT reserves the right to impose additional environmental and/or safety requirements and conditions on any permit application it decides to approve.

14. Access, Right to Inspect and Repair

(a) NJ TRANSIT Rail Operations and/or NJ TRANSIT reserve the right to enter upon the Project and perform necessary emergency precautions, including the furnishing of material, whenever, in the sole and absolute opinion of NJ TRANSIT Rail Operations Manager Right-of-Way Engineering and/or the NJ TRANSIT designee, the Project work is in such condition as to endanger operating trains, operating facilities, public facilities, and/or the general public. The Permittee shall make full restitution to NJ TRANSIT Rail Operations and/or NJ TRANSIT for all costs incurred by this action.

(b) In addition to the inspection performed by NJ TRANSIT Rail Operations personnel, NJ TRANSIT reserves the right to inspect the work performed to ensure the work conforms to the plans, specifications, and/or permit requirements. In conjunction with the above inspections, the Permittee is required to contact, NJ TRANSIT Rail Operations, Manager Right-of-Way Engineering, or his or her representative, telephone (973) 491-7200, at least fourteen (14) working days prior to the desired date of construction for his approval of methods of installation and related matters, as well as inspection coordination.

(c) NJ TRANSIT RAIL OPERATIONS or its contractors, agents or assigns will be fully reimbursed by the Permittee for all inspection personnel provided by NJ TRANSIT RAIL OPERATIONS or its agents or assigns as required by the use, work or occupancy, and which may include, but is not limited to, watchmen, operators, flagmen, and others to insure the safe operation of the trains. It will be the responsibility of NJ TRANSIT Rail Operations or its assigns to submit an

itemized invoice to the Permittee of all charges, with a copy to NJ TRANSIT, after all work within railroad right-of-way has been completed. The Permittee must show evidence by a signed receipt from NJ TRANSIT Rail Operations or their assigns that the above mentioned invoice is paid in full before the installation will be accepted as complete by NJ TRANSIT and allowed into operation.

(d) In the event that, any settlement occurs to the roadbed, right-of-way, and/or tracks, facilities and appurtenances of the railroad arising from, or as a result of, the said facilities, the Permittee will be responsible for the costs of correcting same for a period of three (3) years subsequent to the date of completion of the installation of Permittee's Facilities. The Permittee agrees to pay to NJ TRANSIT Rail Operations, on demand, the full cost and expense therefore.

(e) Final acceptance of the installation and approval to occupy NJ TRANSIT railroad property is dependent upon full reimbursement of all costs incurred by NJ TRANSIT Rail Operations and NJ TRANSIT.

15. The Permittee shall be responsible for obtaining all appropriate documentation allowing its Project to be constructed and shall be subject to all applicable NJ Transit rules and general conditions, municipal ordinances, rules, and regulations, and all applicable State and Federal laws and regulations. All employees, agents, contractors, servants and officials of the Permittee must be safety trained prior to entering NJ TRANSIT property.

16. (a) The Permittee shall have the responsibility during the term of the Permit to

maintain its facility in a safe and proper manner, to the satisfaction of the NJ TRANSIT and NJ TRANSIT Rail Operations. If repair or maintenance of a Permittee's facility is required, the Permittee must notify NJ TRANSIT in writing and request permission to initiate, repair, or maintain such facility. The Permittee may not begin such work without prior written approval from NJ TRANSIT.

(b) In the event of an emergency, the Permittee shall take immediate corrective action and shall notify NJ TRANSIT Rail Operations Chief Dispatcher's office at (973) 491-7200.

17. INDEMNIFICATION

(a) To the fullest extent permitted by law, the Permittee shall indemnify, defend, keep and save harmless New Jersey Transit Corporation, Inc., NJ Transit Rail Operations, Inc., NJ Transit Bus Operations, Inc., the State of New Jersey, NJ TRANSIT's contract operators, and other railroad(s) operating on the affected property, their successors, assigns, contractors, agents, employees, servants or officials, and each and every one of them or any other designee of NJ TRANSIT, (the "Indemnified Parties") against all claims, made against the Indemnified Parties on account of injuries, deaths, losses of any kind whatsoever, damages, suits, liabilities, judgments, claims for infringement of patent, trademark or copyright, cost and expenses which arise out of the acts or omissions of the Permittee, its employees, agents or contractors in connection with work under the Permit; provided, however, that the Permittee shall have no obligation to indemnify any Indemnified Party to the extent any such claim arises from the gross negligence or willful misconduct of any Indemnified Party. Permittee shall

appear, defend and pay, as its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Parties in any such action, the Permittee shall, at its own expense, satisfy and discharge the same.

(b) Occupation of properties at or near railroad operations involve some risk, and the Permittee, as part of the consideration for a Permit, and with full knowledge and appreciation of such risk, shall release and waive any right to ask for or demand any special, direct, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, for or on account of any loss or injury to any property of the Permittee and its employees, including property in the care, custody, and control of the Permittee, and to the Permittee's Facilities and contents thereof that are over, under, upon, or in the property of NJ TRANSIT, including loss of, or interference with, service or use thereof, or loss of profits or revenue, cost of capital, cost of replacement services, claims of customers or third parties, whether or not it shall be alleged or determined that the cause thereof was breach of contract, breach of warranty, negligent acts or omissions of the Indemnified Parties or the Permittee, their successors, assigns, contractors, agents, employees, servants and officials or of other persons.

18. INSURANCE

In addition to other insurance carried by Permittee, Permittee shall carry, or cause to have carried during any Project construction, through completion and acceptance of the Project by NJ TRANSIT and for the entire period of occupancy permitted herein, insurance coverage of the following kinds and minimum amounts:

(a) Permittee's Comprehensive General Liability Insurance

The Permittee shall purchase and maintain a comprehensive general liability policy of insurance. This policy shall protect Permittee, NJ TRANSIT and the Indemnified Parties, against liability which arises in consequence of granting this Permit, including access thereto over NJ TRANSIT's adjacent property and/or which arises from any of the claims indicated in Indemnification Paragraph 16 (a) and (b) against which Permittee is required to indemnify NJ TRANSIT. The policy is to be written by a good and solvent insurance company authorized to do business in New Jersey with an A.M. BEST Insurance Rating of "A-" or better or by companies acceptable to NJ TRANSIT. This policy shall name NJ TRANSIT as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. The coverage limits of the policy shall be not less than $5,000,000 combined single limit per occurrence for bodily injury and property damage. NJ TRANSIT reserves the right to require reasonable increases in the coverage limits from time to time.

(b) Automobile Liability Insurance

Minimum of two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage liability. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured.

(c) Contractors' and/or Subcontractors' Comprehensive General Liability Insurance

The Permittee shall furnish evidence by virtue of a standard certificate of insurance that, with respect to any work or activities performed by its contractors and/or subcontractors

hereunder, they carry in their own behalf Comprehensive General Liability Insurance in the amount of $5,000,000 per occurrence for damages arising out of bodily injuries or death and/or Property Damage. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability and products liability. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Should Permittee be self-insured, it is required to supply annually a letter certifying that it is self-insured and is complying with all laws and regulations required for self-insurance.

(d) Contractor's Pollution Liability Insurance

The Permittee shall furnish evidence of contractor's pollution liability insurance covering the liability of its contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense that arise from the operation of contractor or its subcontractor. Coverage under this policy shall have limits of liability with a minimum of $2,000,000 per occurrence. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured.

(e) Railroad Protective Public Liability Insurance

Where work performed includes work across, under or within 50 feet of railroad tracks or the right-of-way , Permittee shall furnish evidence in the form of one signed copy and one certified copy of the Railroad Protective Public Liability Insurance Policy that, with respect

to the operations it, its contractors, or any of its subcontractors perform, it has provided Railroad Protective Public Liability Insurance (AAR- AASHO form) in the name of NJ TRANSIT, NJ TRANSIT Rail Operations, NJ TRANSIT's contract operator, and other Operating Railroad providing for a limit of not less than $2,000,000 single limit bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than $6,000,000 for all damages as a result of more than one occurrence. (Reference: "Standard Provisions for General Liability Policies" as contained in U.S. Department of Transportation, Federal Highway Administration, Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Attachment I, as amended). The address of NJ TRANSIT CORPORATION shall appear as Director of Risk Management and Insurance, 283-299 Market Street, Suite 800, Newark, NJ 07102. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed and formally accepted.

(f) Workers' Compensation and Employer's Liability Insurance

The Permittee shall provide to NJ TRANSIT a certificate of insurance showing that the coverage the Permittee, its contractors and/or its subcontractors carry for Workers' Compensation is within the statutory limits of the State of New Jersey. In case any class of employees on the Project under this Permit is not protected under the Worker's Compensation Statute, the Permittee shall provide and shall cause each subcontractor to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Limits of Employer Liability are as follows:

Employer's Liability	$1,000,000 each accident
	$1,000,000 each employee disease
	$1,000,000 policy limit – disease

(g) (i) All insurance required by the Permit shall be provided at the sole cost of Permittee and shall be in full force and effect until all work is completed to the satisfaction of NJ TRANSIT. Proof of insurance must be provided prior to entering upon the property, with a copy of the general accord statement being supplied to NJ TRANSIT's Manager Right-of-Way Engineering or his representative.

(ii) All insurance policies or certificates shall contain the following cancellation notice:

"This policy is not subject to cancellation or change until thirty (30) days after NJ TRANSIT has received written notice thereof as evidenced by return receipt of a registered letter addressed to the Director, Risk Management and Insurance, New Jersey Transit Corporation, 283-299 Market Street, Suite 800, Newark, New Jersey, 07102."

(iii) All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ TRANSIT owned railroad property.

(h) The foregoing insurance coverage is not intended to, nor does it limit the liability of the Permittee to hold the Indemnified Parties harmless as set forth in Paragraph 16 above.

(i) Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status: **NJ TRANSIT** and all of the "Indemnified Parties" are to be covered as additional insureds on the CGL policy with respect to liability arising out of the Project or any work or operations performed by or on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Permittee's insurance (at least as broad as ISO Form CG 20 10). Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations) naming the Indemnified Parties.

2. Primary Coverage: For any claims related to this contract, the Permittee's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects to the NJ TRANSIT, its officers, officials, employees, volunteers, and any indemnified party. Any insurance or self-insurance maintained by the NJ TRANSIT, its officers, officials, employees, or volunteers shall not contribute to any loss or claim.

3. Waiver of Subrogation: Permittee hereby grants to NJ TRANSIT a waiver of any right to subrogation which any insurer of said Permittee may acquire against the NJ TRANSIT by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Permittee has received a waiver of subrogation endorsement from the insurer.

4. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the State of New Jersey with a current A.M. Best's rating of no less than A: VIII.

5. Self-Insured Retentions: Self-insured retentions must be declared to and approved by NJ TRANSIT. At the option of NJ TRANSIT, either, the Permittee shall obtain coverage to

reduce or eliminate such self-insured retentions; or the Permittee shall provide a financial guarantee satisfactory to NJ TRANSIT, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. If any such program is approved by NJ TRANSIT, the Permittee and any of its contractors represent that such program provides the Indemnified Parties with all rights, immunities and protections that would be provided by traditional independent insurance required under the Permit, including, but not limited to, the defense obligations that insurers are required to undertake in the liability policies pursuant to the terms of the Permit.

6. Verification of Coverage: Permittee, and any of its contractors, shall provide NJ TRANSIT with original Certificates of Insurance including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to NJ TRANSIT prior to occupancy or commencement of any work as outlined in this Permit. However, failure to obtain the required documents prior to occupancy or commencement of any work shall not waive the Permittee's obligation to provide them. NJ TRANSIT reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. Said certificates and endorsements shall be delivered to NJ TRANSIT, Attn: Greystone Management Solutions, 283-299 Market Street, Suite 900, Newark, NJ 07102. The Certificate of Insurance must state in the description of operations section the Permit number.

7. Special Risks or Circumstances: NJ TRANSIT reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, and is customarily maintained for buildings of similar construction, use and class in the area in which said NJ TRANSIT facilities are located. Each insurance policy required to be maintained under this Permit

shall state that with respect to the interest of NJ TRANSIT and the additional insureds, the insurance maintained pursuant to each such policy shall not be invalidated by any action or inaction of Permittee and shall insure NJ TRANSIT and the additional insureds regardless of any breach or violation of any warranties, declarations, conditions or exclusions by Permittee. It is understood and agreed that the procurement of insurance in the amounts required does not in any way or manner whatsoever limit Permittee's liability to NJ TRANSIT. In the event the insurance so provided by Permittee does not apply to or cover a particular loss, Permittee shall be liable to NJ TRANSIT for the full amount of any and all loss and/or damage as provided herein. Permittee shall also be liable to NJ TRANSIT for the full amount of any and all loss and/or damage for which Permittee is responsible.

19. Title

(a) NJ Transit does not represent, guaranty or warrant the quality of its title to the property where Permittee's facility is located. Nothing in this Permit shall act as or be deemed to act as any warranty, guaranty or representation of the quality of NJ TRANSIT's title for any particular NJ Transit property occupied, used or enjoyed in any manner by Permittee under any rights created in this Permit. It is expressly understood that NJ Transit does not warrant title to NJ Transit property and Permittee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages, encumbrances, and superior rights in and to the NJ Transit property, and all leases, easements, permits and licenses or other interests previously granted to others therein. Permittee's occupancy of such property will be at its sole risk.

(b) Permittee agrees it shall not have nor shall it make, and hereby completely and

absolutely waives its right, to any claim against NJ Transit for damages on account of any deficiencies in title to the selected NJ Transit property in the event of failure or insufficiency of NJ Transit's title or any portion thereof.

20. It is expressly understood that this Permit shall not be assigned or otherwise transferred by the Permittee.

21. Violation of any of these covenants and/or conditions by the Permittee may be cause for summary revocation of this Permit with restoration of the property to its former condition and severage of the connection being completed, all at the sole expense of the Permittee.

22. NJ TRANSIT reserves the right to revoke this Permit including all privileges and permission granted pursuant to it upon 30 days written notification to Permittee.

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Witness

NEW JERSEY TRANSIT CORPORATION

_____

_____
Gerry Fahey Date
Senior Director, Property Rights and Valuation

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

By: Patrick McClusky
Name: Patrick McClusky
Title: Local Land Representative

STATE OF NEW JERSEY
ss:
COUNTY OF Mercer :

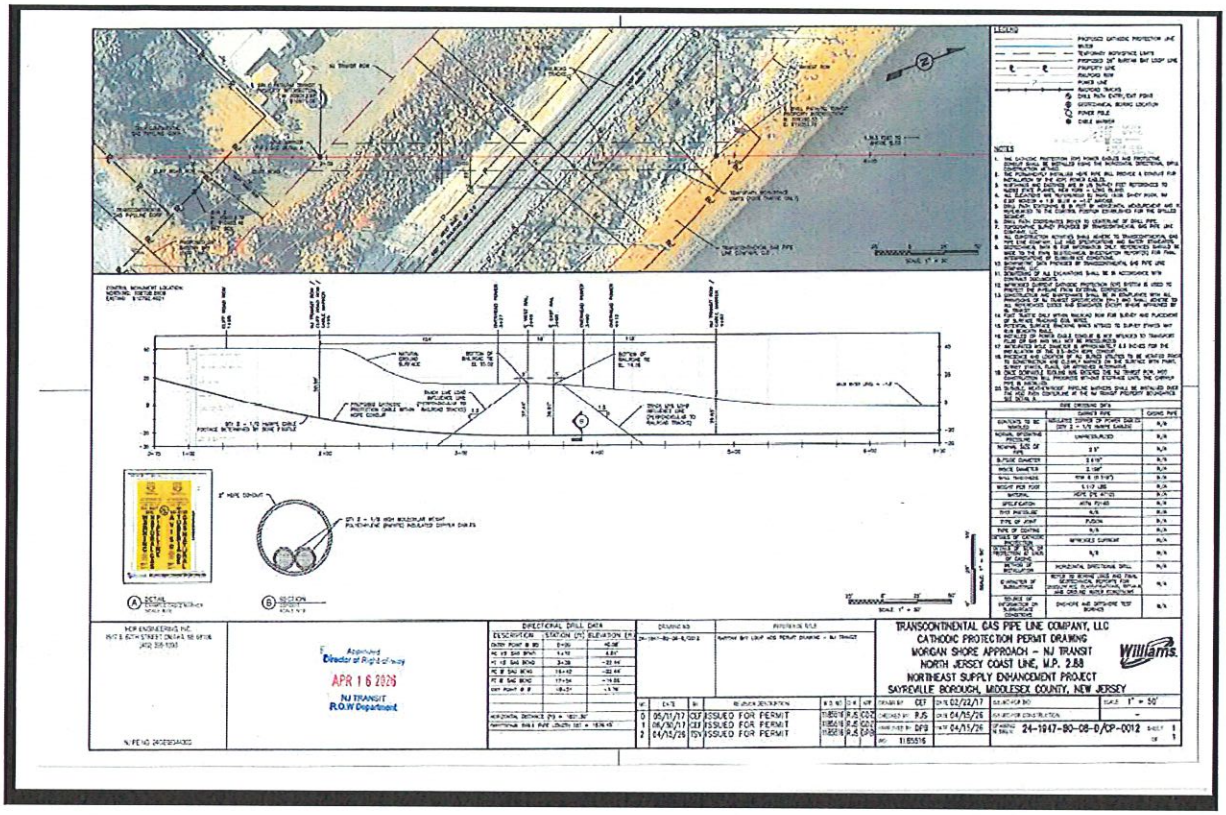
I CERTIFY that on October 19, 2026, Patrick McClusky personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument on behalf of Transcontinental Gas Pipe Line Company, the Permittee named in this instrument; and
(c) executed this instrument as the act of the Permittee named in the instrument.

MC Hackett
Name of Notary Public
Notary Public of State of New Jersey
My Commission expires on 12/09/2029

MARY CATHERINE HACKETT
Notary Public, State of New Jersey
Comm. # 50118047
My Commission Expires 12/09/2029

EXHIBIT A


Approved
Director of Right-of-Way
APR 16 2026
NJ TRANSIT
R.O.W Department
TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC
CATHODIC PROTECTION PERMIT DRAWING
MORGAN SHORE APPROACH – NJ TRANSIT
NORTH JERSEY COAST LINE, M.P. 2.88
NORTHEAST SUPPLY ENHANCEMENT PROJECT
SAYREVILLE BOROUGH, MIDDLESEX COUNTY, NEW JERSEY
Williams
24-1947-80-08-0/CP-0012

From: Richard Scott
To: Richard Scott
Subject: FW: Permit for Execution - P1233-0288-01 Transcon
Date: Wednesday, November 11, 2026 5:40:42 PM

From: "Hayes, Trinitra J. (CFINTJH)" <THayes@njtransit.com>
Date: April 29, 2026 at 1:55:52 PM EDT
To: Leigh A Kramer <lakramer@doyleland.com>
Cc: Peter Moomjian <peter.moomjian@greyco.com>, Michael Plesnitzer <Michael.Plesnitzer@greyco.com>
Subject: Permit for Execution - P1233-0288-01 Transcon

Leigh,

Attached is the permit for Transcon for one (1) cathodic protection cable containing a 24-volt direct current.

Please have at least three counterparts executed on behalf of Transcon. (NJ TRANSIT will retain two) and forward to me along with proof of the insurance required in the permit document for both Transcon and any contractors who may be doing the work on the property.

Additionally, please forward a check payable to NJ TRANSIT in the amount of $1,887 to the following address:

NEW JERSEY TRANSIT CORP.
P.O. Box 416168
Boston, Massachusetts 02241-6168

In the alternative, attached please find our bank instructions for payments by ACH or wire transfer. Note, the ABA Routing # is different depending on the method used by Transcon. Please reference the Permit # on all payments. PLEASE MAKE SURE TO INCLUDE THE PERMIT NUMBER WITH YOUR PAYMENT OR PERMIT PROCESSING WILL BE DELAYED.

The payment of $1,887 includes a $350 Application Fee, $500 Administrative Fee and a $720 Plan Review Fee, these are one-time fees. In addition, there is an annual occupancy fee of $317 for the installation which is subject to periodic increases in accordance with increases in the fee schedule.

Please make sure that all Certificate(s) of Insurance ("COIs") have the above referenced permit number on them and include both NJ TRANSIT and the State of New Jersey as additional insureds on all COIs. In addition, please make sure that the COI includes the following language, "Exclusion for work performed within 50 feet of a railroad is deleted from the commercial liability policy." Additionally, please ensure NJ Transit's new office address is used if NJ Transit is listed as a certificate holder:

283-299 Market Street
Suite 900
Newark, NJ 07102

In addition, please be sure to reference the above permit number on any related correspondence going forward.

Trinitra Hayes
NJ TRANSIT
Permit Administrator, Real Estate
283-299 Market Street
Suite #900
Newark, NJ 07102
(973) 491-7089
thayes@njtransit.com

NEW JERSEY TRANSIT CORPORATION

RAILROAD PROPERTY CONSTRUCTION AND/OR OCCUPANCY PERMIT

PERMIT NO. P1233-0291-01

New Jersey Transit Corporation (NJ TRANSIT) hereby grants permission to the Permittee:

Transcontinental Gas Pipe Line Company, LLC
99 Farber Road
Princeton, New Jersey 08540

to construct and maintain one (1) twenty six inch (26") gas main (hereinafter "Permittee's Facilities") in connection with this project (the "Project," as more particularly described in Section 3) for a term of one (1) year, which term will commence on the date of execution of this Permit by NJ TRANSIT.

This Permit is non-exclusive and is for the sole purpose of permitting the Permittee to occupy NJ TRANSIT property as specifically stated above. This Permit shall not be construed to permit the Permittee to locate any other or different facilities or objects on NJ TRANSIT property, except as expressly provided for herein. Furthermore, this Permit shall not prevent NJ TRANSIT from locating or permitting others to locate objects or other facilities on, over, below or across the Permittee's Facilities, so long as it does not unreasonably interfere with the Permittee's use as permitted herein. This Permit shall not be deemed or construed as transferring to Permittee any interest in the land of NJ TRANSIT or any right in the nature of an interest in land, irrespective of any expenditure by Permittee for the Permittee's Facilities. If at any time Permittee seeks to modify its use or occupancy of the NJ TRANSIT-owned property, Permittee shall be required to apply for a new permit or request the permit be amended.

This Permit is subject to the following conditions, restrictions, reservations and covenants.

1. Statutory Compliance

The Permittee agrees to comply with the rules on Use or Occupancy of State-owned Railroad Property, codified at NJAC 16:77 et. seq., as if they were set forth herein in their entirety. The provisions of this Permit and all rights and obligations herein shall be governed by and construed in accordance with the laws, rules and regulations of the State of New Jersey and applicable federal laws.

2. Fees

(a) (i) Upon execution of this Permit, the Permittee shall pay to NJ TRANSIT Rail Operations Inc. ("NJ TRANSIT Rail Operations") the sum of Seven Hundred Twenty Dollars ($720.00) as reimbursement for the costs and expenses incident to the review and approval of plans, methods of construction, and data connected with the Project, and to NJ TRANSIT the sum of Five Hundred Dollars ($500.00) as the administrative fee.

(ii) The Permittee shall pay to NJ TRANSIT a further sum of One Thousand Ninety Three Dollars ($1,093.00) as the total occupancy fee for one (1) year.

(b) This Permit will automatically be extended on a year to year basis, until terminated by NJ TRANSIT by providing notice to Permittee. The occupancy fee for each extended term shall be subject to change in accordance with the fee schedule rates in effect at that time.

3. Approved Plans

The Project must conform to the NJ TRANSIT approved plans for the Project, attached hereto as Exhibit A, more clearly identified as: "Transcontinental Gas Pipe Line Company, LLC Morgan Shore Approach HDD Plan & Profile NJ Transit Permit Drawing North Jersey Coast Line, M.P. 2.91 Northeast Supply Enhancement Project Sayreville Borough, Middlesex County, New Jersey", Sheet Number 1 of 1, last revised April 15, 2026.

4. It is expressly understood that at least fourteen (14) days prior to construction, maintenance, repair, removal, change of location or use, the Permittee must contact, NJ TRANSIT Rail Operations, Manager Right-of-Way Engineering or his representative at (973) 491-7200 and any other appropriate NJ TRANSIT Rail Operations offices to coordinate construction with inspection, flagmen, and railroad operations. A copy of all approved construction plans shall be made available on site by Permittee until completion of the Project. Permittee shall perform all work in accordance with the then-current version of NJ TRANSIT's "Guidelines for Working Within or In Vicinity of NJ TRANSIT's Right-of-Way." A copy of the Guidelines can be located here: https://njtransit.com/permitting.

5. Construction Requirements

All construction or installation work specified herein must be completed within one (I) year from the date of issuance of this Permit, unless otherwise stated herein, or unless written approval is given by NJ TRANSIT for extension of construction time; otherwise, this Permit will automatically terminate. All requests for extensions must be submitted in writing to NJ TRANSIT Corporation, Department of Property Management. Permittee is responsible for all costs incurred for repair, maintenance,

or replacement of the Permittee's Facilities.

6. When construction or installation work under this Permit is started within one (I) year from the date of issuance but cannot be completed within the indicated time limit, the Permittee shall apply to NJ TRANSIT in writing for an extension of time. No work shall be performed beyond this one (I) year limit unless NJ TRANSIT has granted the Permittee an extension in writing. The Permittee must contact NJ-1-Call at (800) 272-1000 to identify buried third party facilities prior to performing any excavation work within NJ TRANSIT's Right-of-Way. If Permittee fails to timely provide such notification to NJ-1-Call, the Permit will be immediately canceled.

7. If the work under the terms of the Permit does not commence within one (I) year from the date this Permit is issued by NJ TRANSIT, the Permittee must submit updated plans, or re-submit existing plans confirming the plan's accuracy and reapply. The new application and plans must reflect any developments which would necessitate any change in the permitted Permittee's Facilities from the prior application.

8. Any sign placed on NJ TRANSIT property shall be designed and installed in exact compliance with the "Specifications For Pipeline Occupancy of New Jersey Transit Property" form EP-2 which states all pipelines (except those in streets where it would not be practical to do so) shall be prominently marked at rights-of-way limits (on both sides of track for undercrossings) by durable weatherproof signs. The "Specifications For Pipeline Occupancy of New Jersey Transit Property" form EP-2 can be found within NJ TRANSIT's "Guidelines for Working Within or In Vicinity of NJ TRANSIT's Right-of-Way." Signs shall include the following:

1. Name and address of Owner
2. Contents of Pipe
3. Pressure in Pipe
4. Depth of pipe below grade at point of sign
5. Emergency telephone in the event of pipe rupture

The material, size of lettering and the method of installation of the signs shall be as approved by the NJ TRANSIT Chief Engineer. For pipelines running longitudinally on NJ TRANSIT property, signs shall be placed over the pipe (or offset and appropriately marked) at all changes in direction of the pipeline. Such signs should also be located so that when standing at one sign the next adjacent marker in either direction is visible. In no event shall they be placed less than 500 feet apart unless otherwise specified by the Chief of Engineer-Structures.

9. The Permittee agrees that it will, at its own sole cost and expense, at all times during the installation, maintenance, relocation or removal of the Facilities, support and sustain the tracks and roadbed on which the railroad operates to the end that traffic thereon shall not be hindered or delayed, and upon completion of the work will restore the tracks and roadbed to the same or as good condition as before the work was commenced. Permittee specifically acknowledges that all work must be done in accordance with NJ TRANSIT's "Guidelines for Working Within or In Vicinity of NJ TRANSIT's Right-of-Way", including but not limited to the obligation to obtain a Temporary Access Permit, as may be amended from time to time.

10. It is expressly understood that upon the written request of NJ TRANSIT, the

Permittee shall promptly change the location of its Permittee's Facilities, or any of them, at the points aforesaid at any time hereafter at the sole expense of the Permittee and within thirty (30) days after such request is made, so as to enable NJ TRANSIT to make any alterations or improvements upon its property and any changes in or additions to its facilities that it may deem necessary or advisable hereafter at any time, and nothing herein contained shall in any way be so construed as to limit NJ TRANSIT in the full and free use and occupation of the full width of its right-of-way and property at the location aforesaid.

11. Proposed occupancies shall be designed so that adequate and uninterrupted drainage of railroad right-of-way is maintained throughout construction. If, in the course of construction, it is necessary to block a ditch, pipe, or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by NJ TRANSIT and/or NJ TRANSIT Rail Operations. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.

12. The Permittee shall not "foul" any track on NJ TRANSIT owned railroad property during construction, except when Flagmen or Signalmen are present. Cranes, trucks, motor shovels, or any other equipment shall be considered as fouling tracks when working in such a position that failure of the same, with or without load, brings the equipment within the fouling limit. See NJ TRANSIT's "Guidelines for Working Within or In Vicinity of NJ TRANSIT's Right-of-Way" for further information.

13. Environmental

The Permittee is responsible for compliance with all applicable environmental laws/regulations including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (CERCLA), the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the New Jersey Spill and Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (the Spill Act), the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10-B-1 et seq., the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., and the Underground Storage Tank Act, N.J.S.A. 58:10A-21 et seq., and all regulations promulgated under such laws to the extent applicable. Any costs associated with contamination and/or pollution caused by the Permittee is the responsibility of the Permittee. Permittee is also required to indemnify NJ TRANSIT against any losses and expenses relating to third-party claims arising from any pollution and/or contamination caused by the Permittee; and against any losses, claims, and expenses relating to exacerbation of existing pollution and/or contaminants caused by the Permittee. The act of discovery by the Permittee of contamination and/or pollution at the property not caused by the Permittee is not deemed exacerbation of environmental conditions. Activities that allow discovered contamination and/or pollution to migrate, spill, release, or discharge are not considered "discovery" but exacerbation of existing conditions and therefore are the responsibility of the Permittee. In addition to the aforementioned requirements, NJ TRANSIT reserves the right to impose additional environmental and/or safety requirements and conditions on any permit application it decides to approve.

14. Access, Right to Inspect and Repair

(a) NJ TRANSIT Rail Operations and/or NJ TRANSIT reserve the right to enter upon the Project and perform necessary emergency precautions, including the furnishing of material, whenever, in the sole and absolute opinion of NJ TRANSIT Rail Operations Manager Right-of-Way Engineering and/or the NJ TRANSIT designee, the Project work is in such condition as to endanger operating trains, operating facilities, public facilities, and/or the general public. The Permittee shall make full restitution to NJ TRANSIT Rail Operations and/or NJ TRANSIT for all costs incurred by this action.

(b) In addition to the inspection performed by NJ TRANSIT Rail Operations personnel, NJ TRANSIT reserves the right to inspect the work performed to ensure the work conforms to the plans, specifications, and/or permit requirements. In conjunction with the above inspections, the Permittee is required to contact, NJ TRANSIT Rail Operations, Manager Right-of-Way Engineering, or his or her representative, telephone (973) 491-7200, at least fourteen (14) working days prior to the desired date of construction for his approval of methods of installation and related matters, as well as inspection coordination.

(c) NJ TRANSIT RAIL OPERATIONS or its contractors, agents or assigns will be fully reimbursed by the Permittee for all inspection personnel provided by NJ TRANSIT RAIL OPERATIONS or its agents or assigns as required by the use, work or occupancy, and which may include, but is not limited to, watchmen, operators, flagmen, and others to insure the safe operation of the trains. It will be the responsibility of NJ TRANSIT Rail Operations or its assigns to submit an

itemized invoice to the Permittee of all charges, with a copy to NJ TRANSIT, after all work within railroad right-of-way has been completed. The Permittee must show evidence by a signed receipt from NJ TRANSIT Rail Operations or their assigns that the above mentioned invoice is paid in full before the installation will be accepted as complete by NJ TRANSIT and allowed into operation.

(d) In the event that, any settlement occurs to the roadbed, right-of-way, and/or tracks, facilities and appurtenances of the railroad arising from, or as a result of, the said facilities, the Permittee will be responsible for the costs of correcting same for a period of three (3) years subsequent to the date of completion of the installation of Permittee's Facilities. The Permittee agrees to pay to NJ TRANSIT Rail Operations, on demand, the full cost and expense therefore.

(e) Final acceptance of the installation and approval to occupy NJ TRANSIT railroad property is dependent upon full reimbursement of all costs incurred by NJ TRANSIT Rail Operations and NJ TRANSIT.

15. The Permittee shall be responsible for obtaining all appropriate documentation allowing its Project to be constructed and shall be subject to all applicable NJ Transit rules and general conditions, municipal ordinances, rules, and regulations, and all applicable State and Federal laws and regulations. All employees, agents, contractors, servants and officials of the Permittee must be safety trained prior to entering NJ TRANSIT property.

16. (a) The Permittee shall have the responsibility during the term of the Permit to

maintain its facility in a safe and proper manner, to the satisfaction of the NJ TRANSIT and NJ TRANSIT Rail Operations. If repair or maintenance of a Permittee's facility is required, the Permittee must notify NJ TRANSIT in writing and request permission to initiate, repair, or maintain such facility. The Permittee may not begin such work without prior written approval from NJ TRANSIT.

(b) In the event of an emergency, the Permittee shall take immediate corrective action and shall notify NJ TRANSIT Rail Operations Chief Dispatcher's office at (973) 491-7200.

17. INDEMNIFICATION

(a) To the fullest extent permitted by law, the Permittee shall indemnify, defend, keep and save harmless New Jersey Transit Corporation, Inc., NJ Transit Rail Operations, Inc., NJ Transit Bus Operations, Inc., the State of New Jersey, NJ TRANSIT's contract operators, and other railroad(s) operating on the affected property, their successors, assigns, contractors, agents, employees, servants or officials, and each and every one of them or any other designee of NJ TRANSIT, (the "Indemnified Parties") against all claims, made against the Indemnified Parties on account of injuries, deaths, losses of any kind whatsoever, damages, suits, liabilities, judgments, claims for infringement of patent, trademark or copyright, cost and expenses which arise out of the acts or omissions of the Permittee, its employees, agents or contractors in connection with work under the Permit; provided, however, that the Permittee shall have no obligation to indemnify any Indemnified Party to the extent any such claim arises from the gross negligence or willful misconduct of any Indemnified Party. Permittee shall

appear, defend and pay, as its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Parties in any such action, the Permittee shall, at its own expense, satisfy and discharge the same.

(b) Occupation of properties at or near railroad operations involve some risk, and the Permittee, as part of the consideration for a Permit, and with full knowledge and appreciation of such risk, shall release and waive any right to ask for or demand any special, direct, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, for or on account of any loss or injury to any property of the Permittee and its employees, including property in the care, custody, and control of the Permittee, and to the Permittee's Facilities and contents thereof that are over, under, upon, or in the property of NJ TRANSIT, including loss of, or interference with, service or use thereof, or loss of profits or revenue, cost of capital, cost of replacement services, claims of customers or third parties, whether or not it shall be alleged or determined that the cause thereof was breach of contract, breach of warranty, negligent acts or omissions of the Indemnified Parties or the Permittee, their successors, assigns, contractors, agents, employees, servants and officials or of other persons.

18. INSURANCE

In addition to other insurance carried by Permittee, Permittee shall carry, or cause to have carried during any Project construction, through completion and acceptance of the Project by NJ TRANSIT and for the entire period of occupancy permitted herein, insurance coverage of the following kinds and minimum amounts:

(a) Permittee's Comprehensive General Liability Insurance

The Permittee shall purchase and maintain a comprehensive general liability policy of insurance. This policy shall protect Permittee, NJ TRANSIT and the Indemnified Parties, against liability which arises in consequence of granting this Permit, including access thereto over NJ TRANSIT's adjacent property and/or which arises from any of the claims indicated in Indemnification Paragraph 16 (a) and (b) against which Permittee is required to indemnify NJ TRANSIT. The policy is to be written by a good and solvent insurance company authorized to do business in New Jersey with an A.M. BEST Insurance Rating of "A-" or better or by companies acceptable to NJ TRANSIT. This policy shall name NJ TRANSIT as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. The coverage limits of the policy shall be not less than $5,000,000 combined single limit per occurrence for bodily injury and property damage. NJ TRANSIT reserves the right to require reasonable increases in the coverage limits from time to time.

(b) Automobile Liability Insurance

Minimum of two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage liability. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured.

(c) Contractors' and/or Subcontractors' Comprehensive General Liability Insurance

The Permittee shall furnish evidence by virtue of a standard certificate of insurance that, with respect to any work or activities performed by its contractors and/or subcontractors

hereunder, they carry in their own behalf Comprehensive General Liability Insurance in the amount of $5,000,000 per occurrence for damages arising out of bodily injuries or death and/or Property Damage. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability and products liability. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Should Permittee be self-insured, it is required to supply annually a letter certifying that it is self-insured and is complying with all laws and regulations required for self-insurance.

(d) Contractor's Pollution Liability Insurance

The Permittee shall furnish evidence of contractor's pollution liability insurance covering the liability of its contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense that arise from the operation of contractor or its subcontractor. Coverage under this policy shall have limits of liability with a minimum of $2,000,000 per occurrence. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured.

(e) Railroad Protective Public Liability Insurance

Where work performed includes work across, under or within 50 feet of railroad tracks or the right-of-way , Permittee shall furnish evidence in the form of one signed copy and one certified copy of the Railroad Protective Public Liability Insurance Policy that, with respect

to the operations it, its contractors, or any of its subcontractors perform, it has provided Railroad Protective Public Liability Insurance (AAR- AASHO form) in the name of NJ TRANSIT, NJ TRANSIT Rail Operations, NJ TRANSIT's contract operator, and other Operating Railroad providing for a limit of not less than $2,000,000 single limit bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than $6,000,000 for all damages as a result of more than one occurrence. (Reference: "Standard Provisions for General Liability Policies" as contained in U.S. Department of Transportation, Federal Highway Administration, Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Attachment I, as amended). The address of NJ TRANSIT CORPORATION shall appear as Director of Risk Management and Insurance, 283-299 Market Street, Suite 800, Newark, NJ 07102. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed and formally accepted.

(f) Workers' Compensation and Employer's Liability Insurance

The Permittee shall provide to NJ TRANSIT a certificate of insurance showing that the coverage the Permittee, its contractors and/or its subcontractors carry for Workers' Compensation is within the statutory limits of the State of New Jersey. In case any class of employees on the Project under this Permit is not protected under the Worker's Compensation Statute, the Permittee shall provide and shall cause each subcontractor to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Limits of Employer Liability are as follows:

Employer's Liability	$1,000,000 each accident
	$1,000,000 each employee disease
	$1,000,000 policy limit – disease

(g) (i) All insurance required by the Permit shall be provided at the sole cost of Permittee and shall be in full force and effect until all work is completed to the satisfaction of NJ TRANSIT. Proof of insurance must be provided prior to entering upon the property, with a copy of the general accord statement being supplied to NJ TRANSIT's Manager Right-of-Way Engineering or his representative.

(ii) All insurance policies or certificates shall contain the following cancellation notice:

"This policy is not subject to cancellation or change until thirty (30) days after NJ TRANSIT has received written notice thereof as evidenced by return receipt of a registered letter addressed to the Director, Risk Management and Insurance, New Jersey Transit Corporation, 283-299 Market Street, Suite 800, Newark, New Jersey, 07102."

(iii) All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ TRANSIT owned railroad property.

(h) The foregoing insurance coverage is not intended to, nor does it limit the liability of the Permittee to hold the Indemnified Parties harmless as set forth in Paragraph 16 above.

(i) Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status: **NJ TRANSIT** and all of the "Indemnified Parties" are to be covered as additional insureds on the CGL policy with respect to liability arising out of the Project or any work or operations performed by or on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Permittee's insurance (at least as broad as ISO Form CG 20 10). Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations) naming the Indemnified Parties.

2. Primary Coverage: For any claims related to this contract, the Permittee's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects to the NJ TRANSIT, its officers, officials, employees, volunteers, and any indemnified party. Any insurance or self-insurance maintained by the NJ TRANSIT, its officers, officials, employees, or volunteers shall not contribute to any loss or claim.

3. Waiver of Subrogation: Permittee hereby grants to NJ TRANSIT a waiver of any right to subrogation which any insurer of said Permittee may acquire against the NJ TRANSIT by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Permittee has received a waiver of subrogation endorsement from the insurer.

4. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the State of New Jersey with a current A.M. Best's rating of no less than A: VIII.

5. Self-Insured Retentions: Self-insured retentions must be declared to and approved by

NJ TRANSIT. At the option of NJ TRANSIT, either, the Permittee shall obtain coverage to reduce or eliminate such self-insured retentions; or the Permittee shall provide a financial guarantee satisfactory to NJ TRANSIT, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. If any such program is approved by NJ TRANSIT, the Permittee and any of its contractors represent that such program provides the Indemnified Parties with all rights, immunities and protections that would be provided by traditional independent insurance required under the Permit, including, but not limited to, the defense obligations that insurers are required to undertake in the liability policies pursuant to the terms of the Permit.

6. Verification of Coverage: Permittee, and any of its contractors, shall provide NJ TRANSIT with original Certificates of Insurance including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to NJ TRANSIT prior to occupancy or commencement of any work as outlined in this Permit. However, failure to obtain the required documents prior to occupancy or commencement of any work shall not waive the Permittee's obligation to provide them. NJ TRANSIT reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. Said certificates and endorsements shall be delivered to NJ TRANSIT, Attn: Greystone Management Solutions, 283-299 Market Street, Suite 900, Newark, NJ 07102. The Certificate of Insurance must state in the description of operations section the Permit number.

7. Special Risks or Circumstances: NJ TRANSIT reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, and is customarily maintained for buildings of similar construction, use and class in the area in which said NJ TRANSIT

facilities are located. Each insurance policy required to be maintained under this Permit shall state that with respect to the interest of NJ TRANSIT and the additional insureds, the insurance maintained pursuant to each such policy shall not be invalidated by any action or inaction of Permittee and shall insure NJ TRANSIT and the additional insureds regardless of any breach or violation of any warranties, declarations, conditions or exclusions by Permittee. It is understood and agreed that the procurement of insurance in the amounts required does not in any way or manner whatsoever limit Permittee's liability to NJ TRANSIT. In the event the insurance so provided by Permittee does not apply to or cover a particular loss, Permittee shall be liable to NJ TRANSIT for the full amount of any and all loss and/or damage as provided herein. Permittee shall also be liable to NJ TRANSIT for the full amount of any and all loss and/or damage for which Permittee is responsible.

19. Title

(a) NJ Transit does not represent, guaranty or warrant the quality of its title to the property where Permittee's facility is located. Nothing in this Permit shall act as or be deemed to act as any warranty, guaranty or representation of the quality of NJ TRANSIT's title for any particular NJ Transit property occupied, used or enjoyed in any manner by Permittee under any rights created in this Permit. It is expressly understood that NJ Transit does not warrant title to NJ Transit property and Permittee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages, encumbrances, and superior rights in and to the NJ Transit property, and all leases, easements, permits and licenses or other interests previously granted to others therein. Permittee's occupancy of such property will be at its sole risk.

(b) Permittee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against NJ Transit for damages on account of any deficiencies in title to the selected NJ Transit property in the event of failure or insufficiency of NJ Transit's title or any portion thereof.

20. It is expressly understood that this Permit shall not be assigned or otherwise transferred by the Permittee.

21. Violation of any of these covenants and/or conditions by the Permittee may be cause for summary revocation of this Permit with restoration of the property to its former condition and severage of the connection being completed, all at the sole expense of the Permittee.

22. NJ TRANSIT reserves the right to revoke this Permit including all privileges and permission granted pursuant to it upon 30 days written notification to Permittee.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Witness

NEW JERSEY TRANSIT CORPORATION

_____

_____
Gerry Fahey Date
Senior Director, Property Rights and Valuation

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

By: Patrick McClusky
Name: Patrick McClusky
Title: Lead Land Representative

STATE OF NEW JERSEY

ss:

COUNTY OF Mercer :

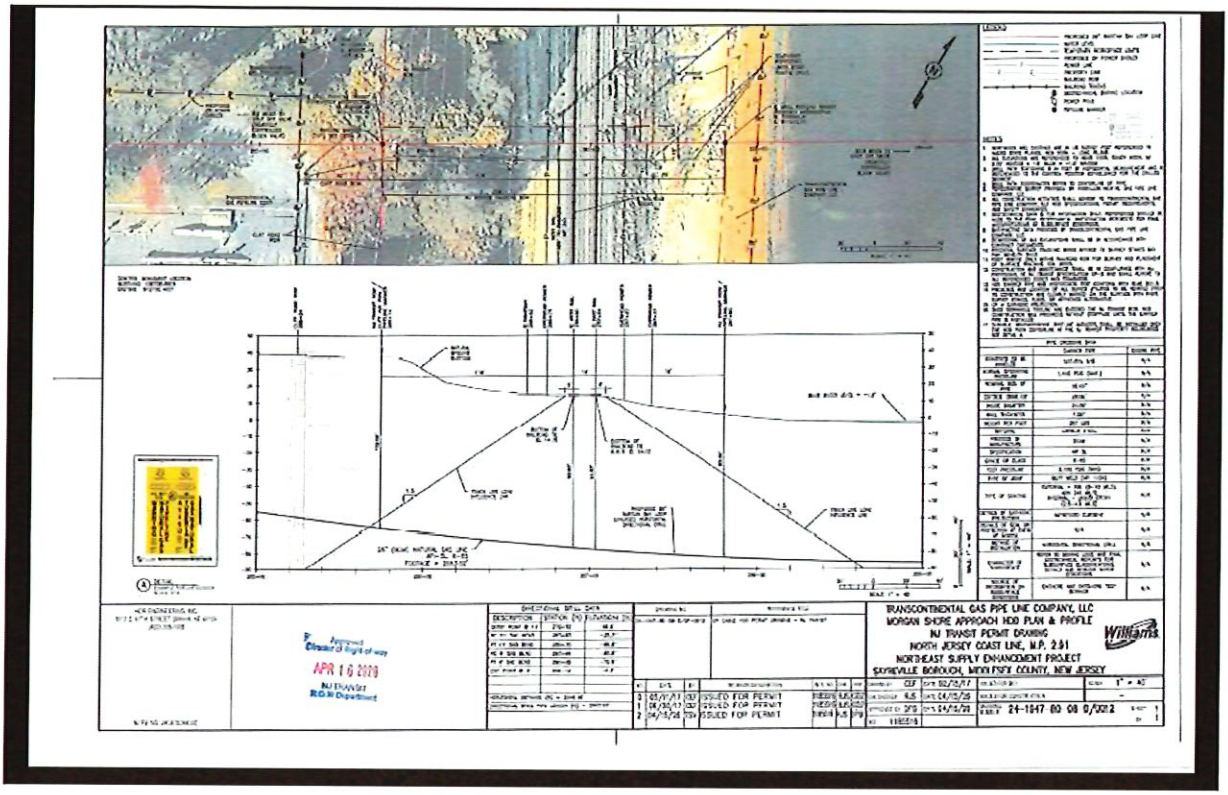
I CERTIFY that on October 19, 2026, Patrick McClusky personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument on behalf of Trans Continental Gas Pipe Line Co. LLC, the Permittee named in this instrument; and
(c) executed this instrument as the act of the Permittee named in the instrument.

MC Hackett
Name of Notary Public
Notary Public of State of New Jersey
My Commission expires on 12/09/2029

MARY CATHERINE HACKETT
Notary Public, State of New Jersey
Comm. # 50118047
My Commission Expires 12/09/2029

EXHIBIT A


TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC
MORGAN SHORE APPROACH HDD PLAN & PROFILE
NJ TRANSIT PERMIT DRAWING
NORTH JERSEY COAST LINE, M.P. 2.51
NORTHEAST SUPPLY ENHANCEMENT PROJECT
SAYREVILLE BOROUGH, MIDDLESEX COUNTY, NEW JERSEY
Williams
Approved
Director of Right-of-way
APR 16 2019
NJ Transit
ROW Department
ISSUED FOR PERMIT
ISSUED FOR PERMIT
ISSUED FOR PERMIT

From: Richard Scott
To: Richard Scott
Subject: FW: Permit for Execution - P1233-0291-01 Transcon
Date: Wednesday, November 11, 2026 5:41:10 PM

From: "Hayes, Trinitra J. (CFINTJH)" <THayes@njtransit.com>
Date: April 29, 2026 at 1:53:58 PM EDT
To: Leigh A Kramer <lakramer@doyleland.com>
Cc: Peter Moomjian <peter.moomjian@greyco.com>, Michael Plesnitzer <Michael.Plesnitzer@greyco.com>
Subject: Permit for Execution - P1233-0291-01 Transcon

Leigh,

Attached is the permit for Transcon for one (1) 26” gas main.

Please have at least three counterparts executed on behalf of Transcon. (NJ TRANSIT will retain two) and forward to me along with proof of the insurance required in the permit document for both Transcon and any contractors who may be doing the work on the property.

Additionally, please forward a check payable to NJ TRANSIT in the amount of $2,663 to the following address:

NEW JERSEY TRANSIT CORP.
P.O. Box 416168
Boston, Massachusetts 02241-6168

In the alternative, attached please find our bank instructions for payments by ACH or wire transfer. Note, the ABA Routing # is different depending on the method used by Transcon. Please reference the Permit # on all payments. PLEASE MAKE SURE TO INCLUDE THE PERMIT NUMBER WITH YOUR PAYMENT OR PERMIT PROCESSING WILL BE DELAYED.

The payment of $2,663 includes a $350 Application Fee, $500 Administrative Fee and a $720 Plan Review Fee, these are one-time fees. In addition, there is an annual occupancy fee of $1,093 for the installation which is subject to periodic increases in accordance with increases in the fee schedule.

Please make sure that all Certificate(s) of Insurance ("COIs") have the above referenced permit number on them and include both NJ TRANSIT and the State of New Jersey as additional insureds on all COIs. In addition, please make sure that the COI includes the following language, "Exclusion for work performed within 50 feet of a railroad is deleted from the commercial liability policy." Additionally, please ensure NJ Transit’s new office address is used if NJ Transit is listed as a certificate holder:

283-299 Market Street

Suite 900
Newark, NJ 07102

In addition, please be sure to reference the above permit number on any related correspondence going forward.

Trinitra Hayes
NJ TRANSIT
Permit Administrator, Real Estate
283-299 Market Street
Suite #900
Newark, NJ 07102
(973) 491-7089
thayes@njtransit.com

#17

N. J. DEED—BARGAIN AND SALE—FORM NO. 152 INDIV. TO INDIV. OR CORP. THE CHISHOLM PRINTING COMPANY, 225 VARICK ST., N. Y. 6580

BOOK 2560 PAGE 74

This Indenture,

Made the 27th *day of* September *, in the year of our Lord* *One Thousand Nine Hundred and* Sixty-six

Between

ROBERT F. HYER, Single

residing at 103 Bayard Street

of the City *of* New Brunswick *in the County* *of* Middlesex *and State of* New Jersey

party of the first part:

And TRANSCONTINENTAL PRODUCTION COMPANY, with its principal place of business at 744 Broad Street, Newark, N. J., organized under the laws of the State of Delaware and authorized to do business in the State of New Jersey.

party of the second part;

Witnesseth, *That the said party of the first part, for and in consideration of* One Dollar ($1.00) and other good and valuable consideration

lawful money of the United States of America, *to* him *in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do* give, grant, bargain, sell, alien, release, enfeoff, convey *and confirm unto the said party of the second part, and to* its successors *and assigns, forever,* All that certain *tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the* Borough *of* Sayreville *in the County of* Middlesex *and State of* New Jersey.

BEING more particularly described as follows: Block 553, Lot 1, 3 acres more or less.

BEGINNING at a monument on the easterly side of Cliff Avenue where the same is intersected by South Street on the assessment Map of the Borough of Sayreville, Scale 1" - 50', October 1929, made by McMichael & Wilber C. E. Post Office Bldg., South Amboy, N. J., thence (1) easterly across the right of way of the New York and Long Branch Railroad, excepting said New York & Long Branch Railroad property, and beginning on the easterly side of said New York & Long Branch Railroad property; thence (2) southeasterly and parallel with the easterly right of way of the New York & Long Branch Railroad Co. and Cliff Avenue approximately 812.60' more or less to a point on the northerly side of New Jersey State Highway Route #35; thence (3) in a general easterly direction and at right angles to the first course easterly to the natural high-water line of the Raritan Bay, thence (4) in a general northerly direction and parallel to the second course northerly approximately 812.60' to the line of the Jersey Central Realty Co. property extended along South Street, in accordance with said map; thence (5) westerly and at right angles to Cliff Avenue and New York & Long Branch Railroad Company right of way to the easterly line of the New York & Long Branch Railroad Co. right of way, the point and place of beginning.

BEING known as a parcel of land located on the easterly side of the New York & Long Branch Railroad opposite Cliff Avenue between

South Street and the New Jersey State Highway Route #35, which parcel of land reverted to the Jersey Central Realty Co. when the New York & Long Branch Railroad right of way was re-located.

It is the further intention of this deed to convey to the grantee all of the land belonging to the Jersey Central Realty Co. lying and being on the easterly side of the New York & Long Branch Railroad right of way between said right of way and the Raritan Bay between the points of South Street extended and the New Jersey State Highway Route #35.

BEING the same premises conveyed to Robert F. Hyer, Single by Bertha Zboyan, widow, by Deed dated July 1, 1966 and recorded in the Middlesex County Clerk's Office in Deed Book 2550 at page 454, on July 27, 1966.

ALSO BEING the same premises conveyed to Robert F. Hyer, Single, by Arvid Zboyan and Audrey Zboyan, his wife, by Deed dated July 7, 1966 and recorded in the Middlesex County Clerk's Office on July 27, 1966 in Book 2550 of Deeds at page 450.

Together *with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:*

Also, *all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.*

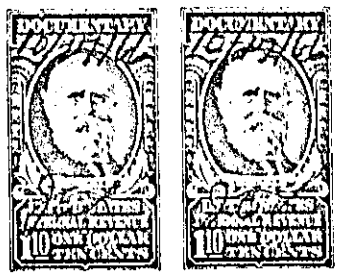
To have and to hold, *all and singular the above described land and premises, with the appurtenances, unto the said party of the second part,* its successors *and assigns to the only proper use, benefit and behoof of the said party of the second part,* its successors *and assigns forever:*

In Witness Whereof, *the said party of the first part has hereunto set* his *hand and seal the day and year first above written.*

Signed, Sealed and Delivered in the Presence of

Robert J. Lecky
ROBERT J. LECKY

Robert F. Hyer L.S.
ROBERT F. HYER



State of New Jersey,
County of Middlesex } **ss.:**

Be it Remembered, *That on this* 27th *day of* September *in the year of our Lord One Thousand Nine Hundred and* Sixty-six *before me the subscriber,* An attorney at law of N. J.

personally appeared ROBERT F. HYER

who, I am satisfied, is *the grantor mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon* he *acknowledged that,* he *signed, sealed and delivered the same as* his *voluntary act and deed, for the uses and purposes therein expressed.*

Robert J. Lecky
ROBERT J. LECKY
An attorney at law of N. J.

12201

Deed.

ROBERT F. HYER, Single

TO

TRANSCONTINENTAL
PRODUCTION COMPANY

Dated September 27 *,1966*

Received *in the Office of*
the County of on
the day of A.D.
19 at o'clock in the noon
and Recorded in Book of
DEEDS for said County, on page

C.R. McIver
TRANSCONTINENTAL GAS PIPE LINE CORPORATION
744 BROAD ST.
NEWARK, N. J. 07102

ROBERT J. LECKY
COUNSELOR AT LAW
77 PATERSON STREET
NEW BRUNSWICK, N.J.

RECEIVED & RECORDED
MIDDLESEX COUNTY N J.
'66 OCT 18 AM 10:36
BOOK 2560 PAGE 74
BOOK PAGE
FRANK SCHATZMAN
CLERK

.0.00 A Recorded OCT-18-66 101327 BOOK 2560 PAGE 77

C.R McIver
TRANSCONTINENTAL GAS PIPE LINE CORPORATION
744 BROAD ST.
NEWARK, N. J. 07102

1 cc

#18

State of New Jersey

DEPARTMENT OF ENVIROMENTAL PROTECTION
DIVISION OF WATERSHED PROTECTION AND RESTORATION
BUREAU OF TIDELANDS MANAGEMENT

MIKIE SHERRILL
Governor

DR. DALE G. CALDWELL
Lt. Governor

P.O. Box 420, Mail Code 501-02B
Trenton, New Jersey 08625-0420
Tel. (609) 292-2573 • Fax (609) 292-8115
dep.nj.gov/wlm/tidelands

ED POTOSNAK
Acting Commissioner

Transcontinental Gas Pipe Line Company
Timothy Powell
2800 Post Oak Blvd
Houston, TX 77056

RE: TRANSCONTINENTAL GAS PIPE LINE COMPANY, Utility License application, Cheesequake Creek Tributary, Raritan Bay, Lot N/A, Block N/A, Sayreville Boro, Middlesex County

FILE: #1219-25-0004.1 TDI250001

Dear Mr. Powell:

Please find the license document for the above-referenced project enclosed with this correspondence.

As stated in the license document, it is the responsibility of the licensee to submit the annual fee within thirty days of the yearly due date. The license contains a clause providing for an annual inflation adjustment of 2.5 percent. This license also takes into account special conditions set forth by the Tidelands Resource Council at the May 6, 2026 meeting.

Prior to the expiration of this license, the licensee is responsible for submitting an application to renew the license. The Tidelands Resource Council will review and may revise the annual fee at the time of renewal. Any changes in the annual license fee introduced after the expiration of this license will be retroactive to the date of termination.

Sincerely,

Randy Bearce
Manager
Bureau of Tidelands Management

RB/kk
encl.
cc: Steven MacLeod
Assistant Vice President
WSP
40 La Riviere Drive
Buffalo, NY 14202

Richard G. Scott, Esq.
2052 Route 35, Suite 103
Rivers Edge Professional Building
Wall, NJ 07719

File No. 1219-25-0004.1 TDI250001

REVOCABLE LICENSE
A Rental Agreement from the State of New Jersey

The Tidelands Resource Council in the Department of Environmental Protection, empowered under N.J.S.A. 13:1B-13 to approve licenses of lands owned by the State of New Jersey that are now or were formerly under tidewater, having due regard for the public interest, has approved a license to **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, hereafter referred to as the licensee(s).

The licensee(s) has applied for the right to rent an area of land now or formerly under tidewater across the Cheesequake Creek Tributary and Raritan Bay extending offshore in Sayreville Boro, Middlesex County, New Jersey for the use of a public utility and/or utility related structures. More specifically this is for the installation and continued use and maintenance of a new gas pipeline known as the Northeast Supply Enhancement (NESE) project consisting of a 26-inch diameter natural gas pipeline and any associated construction including the Cathodic Protection (CP) power cable, and concrete mattress as applicable. The license is specifically for the area or square footage of the utility line crossing on, under, or over any formerly or currently flowed tidelands, including portions of the Madison Loop pipeline crossing any formerly or currently flowed tidal creek(s) including the Cheesequake Creek tributary in Sayreville, and the CP cable and those portions of the Raritan Bay Loop pipeline crossing the Raritan Bay within State of New Jersey waters. The licensed activity and licensed area are further described below:

The area to be licensed encompasses a total of 93,894 square feet and is depicted on the two plans entitled, **"NORTHEAST SUPPLY ENHANCEMENT PROJECT PROPOSED 26" MADISON LOOP OLD BRIDGE TOWNSHIP & SAYREVILLE BOROUGH MIDDLESEX COUNTY, NEW JERSEY**", dated May 21, 2025, prepared by Jason Schooling of PS & S LLC, and plan entitled **"NORTHEAST SUPPLY ENHANCEMENT PROJECT PROPOSED 26" RARITAN BAY LOOP MIDDLESEX & MONMOUTH COUNTY, NEW JERSEY",** dated May 21, 2025, prepared by Jason Schooling of PS & S LLC, filed with the Bureau of Tidelands Management of the Department of Environmental Protection under file number 1219-25-0004.1 TDI250001. The project must be constructed in compliance with NJDEP Land Use Universal Permit file #0000-25-0012.1 LUP250001 approved on November 7, 2025 with an expiration date of November 6, 2030. The general route of the licensed pipeline is depicted on the **attached Exhibit A and Exhibit B maps**.

The license shall be in effect for a period of seven (7) years from **June 3, 2026 to June 3, 2033**. The license fee shall be **$14,084.00** for the first year but will include **an annual inflation adjustment of two and a half percent. See the attached Schedule A fee schedule.**

The annual rental is due on **June 3** in advance of each year of the license. All payments received thirty days after the due date shall be assessed a late fee of $25.00. All fees or partial fees which remain past due for more than ninety days after said due date shall accrue interest at the rate set by the Tidelands Resource Council until received by the State. Additionally, if a check is returned for non-sufficient funds, a $25.00 charge will be assessed to the licensee(s).

This license may be revoked at any time and for any purpose deemed necessary and reasonable by the Tidelands Resource Council in the Department of Environmental Protection.

The licensee(s) must either apply for a license renewal or remove all structures at the expiration of the said period of seven (7) years. The State of New Jersey is not bound to make any renewal of the license. If a renewal is approved, a new annual fee may be fixed by the Department of Environmental Protection.

Should the license be revoked or should the licensee(s) fail to pay the fee for each year of the license or to renew the license by the end of the expiration date, and/or if the project is not completed, at the end of its service life, and/or the pipeline is abandoned at any time in the future, the licensee(s) must promptly vacate the tidelands at the licensee(s) expense, removing any and all structures within the tidelands in a timely fashion to the satisfaction of the Department of Environmental Protection (including the payment of any fees that may have accrued). Failure to appropriately vacate the tidelands may result in the filing of a lien against the licensee(s) property by the State of New Jersey. The State of New Jersey also reserves the right to pursue additional fees for the continued use and occupation of tidelands by the structures, or any portion thereof, for as long as they remain within tidelands, up until time of their removal regardless if the license or any future license remains in effect.

Should the licensee(s) wish to make any alterations to the license area, the licensee(s) is required to apply for a license modification. If a modified license is approved, a new annual fee may be fixed by the Department of Environmental Protection. Any modification may also require the necessary regulatory permit approvals as a separate obligation as applicable.

This license may be assigned or otherwise transferred by the licensee(s) to any other person or persons with the written consent of the Manager of the Bureau of Tidelands Management of the Department of Environmental Protection. Forms are available from the Bureau for this purpose. The license must be assigned in the event that the licensee(s) sells the entirety of the utility and/or utility related structures prior the expiration date of this license. The annual fee will still be due should the license not be appropriately assigned.

The licensee(s) may not further improve or develop the licensed area unless a permit, as per N.J.S.A. 12:5-3, is obtained for that purpose. The licensee(s) may not appropriate the licensed area for exclusive use.

SPECIAL CONDITIONS:

1. **The rights of the Licensee are exclusive within the Licensed Area and intended use, with the exception that the Council may grant licenses to cross the pipeline at its sole discretion. This License conveys no rights to the Licensee to regulate or restrict activities within State Tideland areas that adjoin the Licensed Area. Therefore, the issuance of the license does not give the right to exclude other future crossing of the pipeline, provided those lines received all necessary approvals and do not interfere with the safe operation of licensee's facilities within the license area.**
2. **Upon completion of the installation of the project, a post construction as-built site plan showing the centerline of the project (including the pipeline and CP line) and the location or segments where any concrete mattress was installed must be prepared and submitted to the Bureau of Tidelands Management.[1] The licensee must also report if there is any change or modification to the overall square footage of the license area (see Schedule A Note: Fee Schedule Amendment).**
3. **The licensee or its successors shall submit copies to the Tidelands Resource Council of any post-construction regulatorily required hydrographic and bathymetric survey reports, and in-line inspection reports required by the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration which will establish the location, depth, and condition of the**

[1] This information will be maintained by the Bureau but may be deemed confidential to comply with any regulatory safety or security requirements as applicable.

pipeline within the license area.[2] Any future license renewal application will also require a pipeline status update.

PREPARED BY: Randy D. Bearce DATE: 6/15/26
Randy D. Bearce
Manager
Bureau of Tidelands Management
N.J.S.A. 46:26A-3

APPROVED BY: _____ DATE: 7/10/2026
Nicolas Seminoff
Deputy Attorney General

[2] This information will be maintained by the Bureau but may be deemed confidential to comply with any regulatory safety or security requirements as applicable.

IN WITNESS WHEREOF, the State of New Jersey has caused these presents to be signed by the Commissioner of Environmental Protection and the Chairperson of the Tidelands Resource Council, and has caused the Great Seal of the State of New Jersey to be hereunto affixed, and has caused these acts to be concurred in by the Attorney General and attested to by the Secretary of State this 17 day of July, 2026

EGT Chief of Staff to

Henry Gajda — 6/18/26
Chief of Staff — Date
Department of Environmental Protection

Mary Pat Robbie — 6/15/26
Mary Pat Robbie, Chairperson of the Tidelands Resource Council — Date

ATTEST:

~~Dr. Dale G. Caldwell~~ Dr. Julie Brent EGT — 7/17/26
~~Lieutenant Governor~~/Secretary of State — Date

Chief of Staff to

Jennifer Davenport — 7/15/2026
By A. Paul Stofa
Assistant Attorney General — Attorney General — Date

STATE OF NEW JERSEY)
)
COUNTY OF MERCER) SS:

Dr. Julie Burnt EGV

BE IT REMEMBERED that on this 17 day of July, 2026 before me, a Notary Public of New Jersey, personally appeared ~~Dr. Dale G. Caldwell,~~ who being by me duly sworn on his oath, says that ~~he~~ she is the ~~Secretary~~ Chief of Staff to EGV of State of the State of New Jersey, the LICENSOR named in this instrument; that he knows the Great Seal of the State of New Jersey; that the Seal affixed to this instrument is that seal and was affixed by him as the act and deed of the LICENSOR; that on the date each signatory executed this instrument each held the office attributed to them, i.e., Jennifer Davenport was the Attorney General, and that the authority to review and sign this LICENSE was delegated to A. Paul Stofa, Assistant Attorney General, and in AAG Stofa's absence, Assistant Attorney General Jessica Palmer, in a document entitled "Tidelands Delegation", dated March 9, 2026, filed with the Secretary of State, with a copy filed in the records of the Tidelands Resource Council recorded March 10, 2026 in Liber L-15 page 184, Mary Pat Robbie was the Chairperson of the Tidelands Resource Council, and Ed Potosnak was the Acting Commissioner of the Department of Environmental Protection, and that he delegated his authority to review, approve, and sign this LICENSE to Henry Gajda, via Memorandum dated March, 31, 2026, filed with the Department, and that he knows their signatures and that they signed this instrument as the act and LICENSE of the State of New Jersey; and that this LICENSE was concurred in by the Attorney General and that the consideration to be paid for this LICENSE is provided in accordance with the attached Schedule A - Annual License Fees.

EGV

7/17/26

Dr. ~~Dale G. Caldwell~~ Julie Burnt Date
~~Lieutenant Governor~~/Secretary of State
Chief of Staff to

Sworn to and Subscribed
Before me the date aforesaid

Karen A. Orozco Huete

A Notary Public of the State of New Jersey

(This instrument was reviewed and approved by the Attorney General's Office of the State of New Jersey.)

KAREN A. OROZCO HUETE NOTARY PUBLIC STATE OF NEW JERSEY MY COMM. EXP. 09-18-2030

SCHEDULE A

Annual License Fees

Fee Schedule based on the Utility or Utility Related Projects (Adopted 10/06/10) policy

https://dep.nj.gov/wp-content/uploads/wlm/downloads/tidelands/td_012.pdf

Fee Year	Start Date	End Date	Base Fee	License area (sqft)	Fee Amount
Year 1	06/03/2026	06/03/2027	$0.15	93,894	$14,084
Year 2	06/03/2027	06/03/2028	$0.15	93,894	$14,084
Year 3	06/03/2028	06/03/2029	$0.16	93,894	$15,023
Year 4	06/03/2029	06/03/2030	$0.16	93,894	$15,023
Year 5	06/03/2030	06/03/2031	$0.16	93,894	$15,023
Year 6	06/03/2031	06/03/2032	$0.17	93,894	$15,962
Year 7	06/03/2032	06/03/2033	$0.17	93,894	$15,962

Note: Fee Schedule Amendment (as applicable)

As approved at the May 6, 2026 TRC meeting, The license area for the total square footage of the structures to occupy tidelands is 93,894 square feet and the price calculation is based on the square footage multiplied by the current rate or base fee of $0.15 sq.ft utility fee beginning in 2026 established in the current TRC utility policy. There is a 2.5% inflator increase applied against the base rate so the cost of the license will increase accordingly with the increase in the base rate.

The license fee is based on a total license area of 93,894 sqft and the license fee will begin at $14,084 per year and increase over time as provided in the above fee schedule.

However, in a portion of the Raritan Bay Loop, the proposed pipeline will cross an existing cable, the Neptune Regional Transmission Cable. There are two proposed scenarios for the crossing – a shallow crossing and a deep crossing. The final placement for the proposed Transco pipeline will be determined based on the depth of the Neptune Cable during construction. Both crossing options are approved under the issued NJDEP Land Use permit #0000-25-0012.1 LUP250001.

SCHEDULE A continued

The tidelands utility license area referenced in the above Schedule A is for the shallow crossing scenario, where a larger square footage will be required due to the placement of additional concrete mattresses needed to protect the pipeline at this shallower depth. If it is determined that the deep crossing (which is preferred by the licensee) is possible, the total license area would be reduced from 93,894 sq. ft. to 83,865 sq. ft. due to the smaller area of concrete mattresses needed.

As required under SPECIAL CONDITION 2, the licensee is required to submit a post construction as-built site plan and advise if the license area calculation has changed and provide the revised square footage (if applicable) and the license will be modified with a "Fee Schedule Amendment" to reflect the revised annual fee and fee schedule.

However, there will be no refund or amendment to any prior fees paid or due prior to the Bureau of Tidelands Management being provided with a post construction as-built site plan and notification of any change to the license area.

All the other terms and conditions of the license will remain in effect.

N

1219-25-0004.1 TDI250001
EXHIBIT "A"



Raritan Loop
Madison Loop
CP Loop

0 250 500 1,000 Feet

NOTE:

This exhibit is intended for the property owner's reference and convenience only. This exhibit was not prepared by an NJPLS and is not a survey of the conveyance area.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF TIDELANDS MANAGEMENT
MAP SHOWING
LANDS UNDER TIDE-WATER SITUATE
IN THE BOROUGH OF SAYREVILLE
IN THE COUNTY OF MIDDLESEX
LICENSE TO:
WILLIAMS/TRANSCO NESE

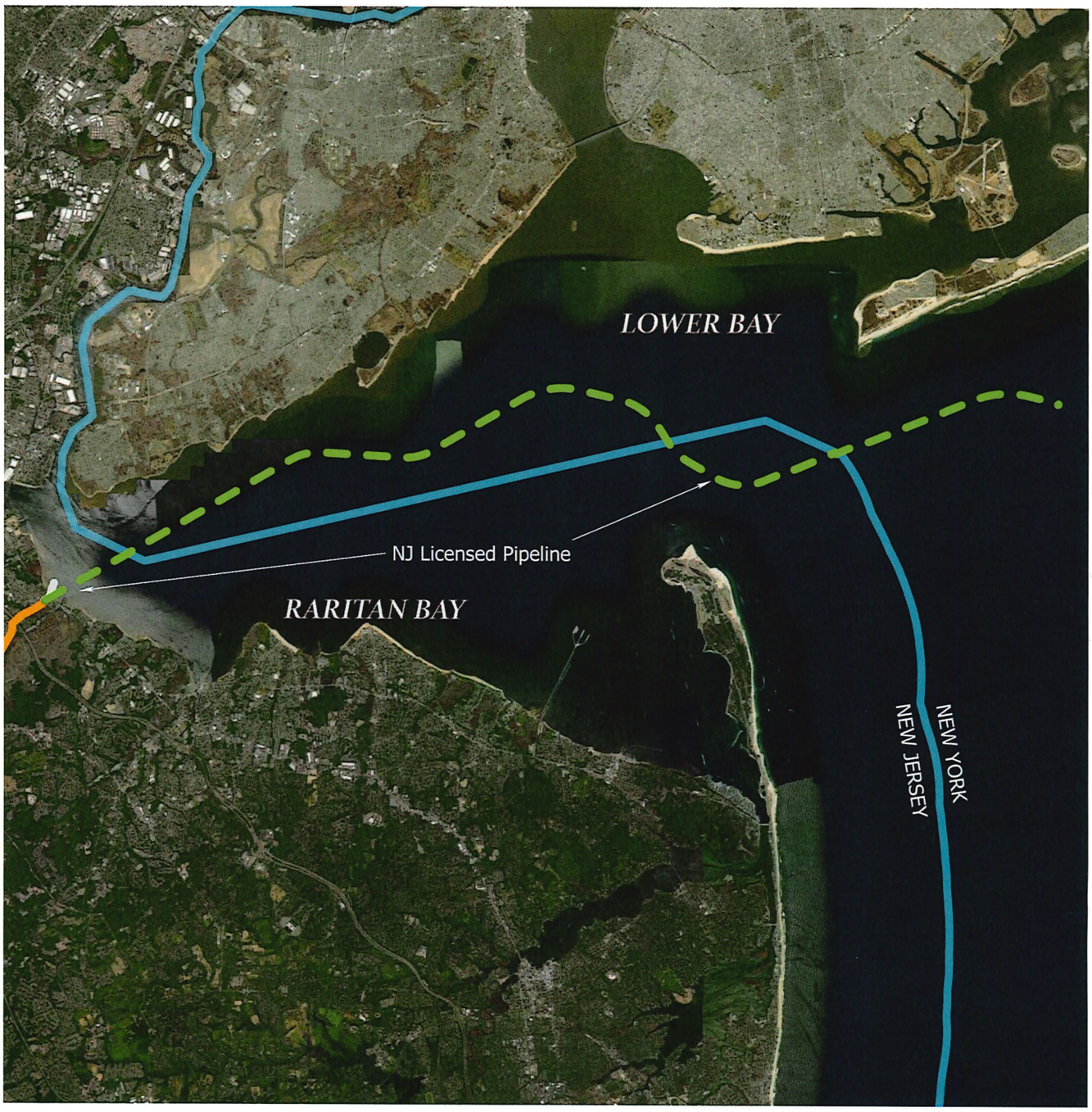
DATED: 6/15/26

COMPUTED & DRAWN BY E.T. DATE: 6/1/2026 2:11 PM

Manager, Bureau of Tidelands Management

N

1219-25-0004.1 TDI250001
EXHIBIT "B"



Raritan Loop
Madison Loop
CP Loop
NJ/NY State Boundary Line

0 1 2 4 Miles

NOTE:

New Jersey licensed segment includes those portions within New Jersey waters only.

This exhibit is intended for the property owner's reference and convenience only. This exhibit was not prepared by an NJPLS and is not a survey of the conveyance area.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF TIDELANDS MANAGEMENT
MAP SHOWING
LANDS UNDER TIDE-WATER SITUATE
IN THE BOROUGH OF SAYREVILLE
IN THE COUNTY OF MIDDLESEX
LICENSE TO:
WILLIAMS/TRANSCO NESE

DATED: 6/15/26

Manager, Bureau of Tidelands Management

COMPUTED & DRAWN BY E.T. DATE: 6/1/2026 2:16 PM

Application Form 909

#19

BOROUGH OF SAYREVILLE, MIDDLESEX COUNTY, N.J.

APPLICATION TO OPEN BOROUGH STREET, ROAD OR RIGHT OF WAY

Application No. 5472

Date 6-11-19

This application form must be filed in quadruplicate with the Road Superintendent of the Borough of Sayreville at least forty-eight (48) hours prior to the start of work.

1. Location of proposed opening: Gondek Drive - no opening (trenchless)

2. Purpose of proposed opening: Installation of 36" natural gas pipeline

3. Area to be excavated:

a. Pavement	N/A	sq. yds.	@ $40.00	$
b. Shoulder	N/A	sq. yds.	@ $25.00	$
c. Lawn Area	N/A	sq. yds.	@ $20.00	$
d. Curb	N/A	ft.	@ $40.00	$

Infrastructure Purpose

TOTAL REPLACEMENT COST..... $

APPLICATION FEE (NON-REFUNDABLE) $ 1.00

INSPECTION FEE @ $250.00/DAY (NON-REFUNDABLE) $

TOTAL: $

4. Guarantee posted — check one: Cash ( ) Certified Check ( ) Bond ( )

5. Certificate of insurance posted: Yes ( ) No ( )

6. Name of Applicant Transcontinental Gas Pipe Line Company, LLC

Address 99 Farber Road, Princeton, NJ 08540

7. Upon approval of this application by the Road Superintendent, and the posting of necessary guarantees, the applicant shall submit same to the Borough Clerk who, upon payment of a fee of One Dollar ($1.00), will issue a road opening permit.

DATE 6/7/19

Road Superintendent

(Road Superintendent must notify Chief of Police of Opening Location)

TEAR HERE

Application No. 5472

Date 6-11-19

Permit Form 909

Permission is hereby granted to Transcontinental Gas Pipe Line Company, LLC

to open Gondek Drive St., Ave., Rd., in the Borough of Sayreville for the purpose of Installation ofaa286" natural gas pipeline

Permittee hereby agrees to pay all costs incurred by the Borough of Sayreville in the inspection and/or replacement of facilities.

6/11/19
Date

Permittee

6-11-19
Date

Borough Clerk

NOTICE: MAINTENANCE BOND MUST BE POSTED WITH BOROUGH CLERK BEFORE REFUND IS ISSUED.

Distribution of copies: Original—Clerk First Copy—Superintendent Second Copy—Permittee Third Copy—Police Chief