THIS INDIDITION made this 20th day of October, 1971 by and between

E. R. SCUIBB & SONS, INC., a Delive and composition with offices at Georges Road, New Brunswick, Middlesex County, New Jersey, as Grantor, and

FRING-LAWRENCE SEGREGE ATTRACTOR. a public corporation of the State of New Jersey, as Grantee.

MITHESECTA

That, for and in consideration of the sum of One Dollar and other good and valuable consideration, the Grantor does grant and convey unto the Grantee, its successors and assigns, a right of way and casement through, upon, under, in, across and along the hereinbelow described strip of land for the purpose of constructing, reconstructing, laying or relaying a sewer or sewers and all necessary surface and subsurface appurtenances, with the right to establish, construct, reconstruct, lay, relay, operate, maintain, use, inspect, protect and repair the sewer facilities and all necessary surface and subsurface appurtenances within said strip of land and to do within said strip of land all that may be necessary for the construction, reconstruction, laying or relaying, maintenance, inspection, protection, repair, operation and use of the aforesaid drainage facilities and all necessary surface and subsurface appurtenances as a part of a sewer easement hereinbelow described. and also the right of free and unobstructed access, use and possession thereof with all manner of men, machinery, supplies, materials and equipment for the accomplishment of any and all of the foregoing purposes within the strip of land hereinafter

nore particularly executed as follows:

FUGILITIES at a point in the northwesterly Nime of New Jersey State Fighway Houte 206. said line being distant 49.50 feet northwesterly from the center line of said Highway. distant 30.04 feet northeasterly from the intersection of the said line of said Highway with the carterly line of lands of Ellen I. Simon and running themes (1) Northeasterly, along the northwesterly line or hew Jersey State Dighway Route 200, on a curve bearing to in. left having a redice of Serbide reet. a distance of 20.02 feet to a point; thence (2) K 00055'Zl° E, 4Z0.71 feet to a point; thence (3) K 31062'10" E, passing to and along the northwesterly line of lends now or formerly of Clifford L. Lamar, et ux, 762.19 feet to a point; thence (4) N 370 40'50" E, passing along the northwesterly line of lands of Joseph B. Tobish, et ux, 446.24 feet to a point; thence (5) N 520 19'01' W, 10 feet to a point; thence (6) K 30.008 53 E. 1963.05 feet to a point; thence (7) N 13008'45" E, 452.71 feet to a point in the southwesterly line of Province Line Road; thence (E) E 20045'51" W, along the seid line of Province Line Road, said line being distant 30 feet southwesterly from the center line of said Road, 31.17 feet to a point; thence (9) S 13 08 45 W, parallel with and distant 20 feet northwesterly from the seventh course, 472.56 feet to a point; thence (10) S 3608'53" W. parallel with and distant 20 feet northwesterly from the sixth course, 1978.85 feet to a point; thence (11) S 37040'59" W. parallel with and distant 30 feet northwesterly from the fourth course, 447.57 feet to a point; thence (12) S 31002'10" W. parallel with and distant 30 feet northwesterly from the third course, 752.06 feet to a point; thence (13) S 00°55'21" W. parallel with and distant 20 feet westerly from the second course, 467.06 feet to the point and place of BEGINNING.

Reserving unto the Grantor, its successors and assigns, the right to use the surface of so much of the lands of the Grantor as lies within the hereinabove described strip of land for all lawful purposes which do not unreasonably interfere with the Grantee's lawful employment of the easement and right of way created by this grant.

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By the acceptance of this grant the Grantee $\sigma_{\rm G} = r_{\rm G}$ for the duration of the cosement above set forth that it $_{\rm ill}$ indemnify Grantor for all damages to the property of the $\ensuremath{\text{count}}$ which may be caused by the establishment, construction, reconstruction, laying, relaying, operation, maintenance, usc. protection and repair of its aforesaid sewer facilities and ϵ ${\it rfa}$ and subsurface appurtenances. Grantce further covenants that it will indemnify and save Grantor harmless of and from all liabilit claims, demands, fines, penalties, suits, proceedings, and action where injuries to persons or property are suffered arising from any negligent or intentionally tortious act or omission in the use of this sewer easement by Grantee or anyone using the sewer easement at the request of Grantee or under its direction. Grantee shall, at its own cost and expense, defend all such actions, suits or proceedings and satisfy all judgments, orders or decrees with respect to the foregoing; provided Grantee shall be given notice by certified mail sent to Ewing-Lawrence Sewerage Authority, 600 Whitehead Road, Trenton, New Jersey 08638, of any such claims or actions, and be requested to take over and assume the defense thereof, which it agrees to do upon receipt of such notice.

The Grantor covenants that the Grantor is lawfully seized of the said lands covered by the easement; has the right to grant said easement to the Grantee; and will execute such further assurances of the said easement as may be required.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above mentioned.

E. R. SCUIBB & SONS, INC.

va. 1895 par 549

STATE OF NEW YORK)
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 20th day of October, 1971, before me, the subscriber, a Notary Public of the State of New York, personally appeared Robert C. Johnston, who, being duly sworn did depose and say that he is an Assistant Secretary of E. R. Squibb & Sons, Inc.; that Ernest A. Johnson is a Vice President of 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 affixed and said Instrument signed and delivered as the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Hobert C. formeton

Sworn to me and subscribed before

me, the date aforesaid.

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vol 1895 page 551

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COUNTY OF MERCER
CONSIDERATION 67(2-600.00
REALTY TRANSFER FEE 3.105.00
DATE 4-96 BY 100

Prepared by: Christopher S. Tarr. Fag.

DEED

This Deed is made on May 30, 1996

BETWEEN E. R. Squibb & Sons, Inc., a Delaware Corporation

whose address is PO Box 4000 Princeton, NJ 08540

referred to as the Granica

AND Lawrenceville Realty Company, a Delaware corporation

whose post office address is 411 Hackensack Avenue/
Hackensack, New Jersey 07601
referred to as the Grantoe The words "Grantoe" and "Grantoe"

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 SIX HUNDRED SEVENTY SIX THOUSAND AND 00/100 Dollars (\$676,000.00). The Grantov acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Lawrence, Block No. 6601, Lot No. 2, Account No.

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

Property. The property consists of the land and all buildings and structures on the land in the Township of Lawrence, County of Mercer and State of New Jersey. The legal description is as set forth in Schedule A attached

Being the same premises conveyed to E. R. Squibb and Sons, Inc., a Delaware Corporation, from Allen H. Stowe and Wendy J. Stowe, husband and wife, dated October 3, 1988 and recorded November 3, 1988 in Deed Book 2465, Page 616.

RESERVATION OF EASEMENT

Grantor reserves for itself, its successors and assigns, a conservation easement on and across that portion of the Property measured thirty (30) feet from and parallel with courses (2) through, and inclusive of course (10). Grantee agrees not to remove or cause to be removed from the easement area any live trees or bushes without Grantor's express written permission. Grantee agrees to use reasonable care in preserving all existing trees and bushes as is possible in the occupancy of the Property, however Grantee shall not be responsible to replace any trees or bushes which may die or be destroyed by natural forces beyond Grantee's control. Grantor shall incur no liability as a result of the reservation of this easement and shall have no rights in or to the easement area except as set forth herein. This easement reservation is intended to run with the land, to bind Grantee's successors and assigns, and shall be enforceable by Grantor or its successors or assigns.

GRANT OF DRIVEWAY EASEMENT

Grantor grants to Grantee a permanent, exclusive easement for driveway purposes on and across the portion of property remaining to Grantor, adjacent to the Property, the extent of such easement being depicted on Schedule B, attached hereto and made a part hereof, delineated and described thereon as an existing stone driveway. Schedule B is a portion of a survey prepared by Brunswick Surveying, Incorporated, dated March 20, 1996 and entitled "Plan of Survey, Lawrence Township, Mercer County, New Jersey, 6601, 2". Grantor's adjacent property is designated and known as Lot 1.01, Block 6601 on the Lawrence Township Tax Atlas. The purpose of this easement is to allow Grantee to continue to use such driveway, which was inadvertently built on Grantor's adjacent land. Grantee shall be solely responsible to maintain and insure such driveway, and shall indemnify and hold Grantor harmless from any liability whatsoever regarding such driveway, so long as it is used as a driveway. Grantor reserves the right to relocate such driveway onto the Property, at its sole expense, by giving written notice to Grantee of its intention to move the driveway, together with engineering drawings sufficient to show the intended means and materials to be used for such construction. Grantee shall have a reasonable period, not to exceed twenty (20) days, within which to object to such relocation, and if the matter cannot be resolved amicably and informally, the parties agree to submit to binding arbitration regarding the proper relocation of such driveway.



FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment No. 133 GLA 148485

SCHEDULE A

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Lawrence County of Mercer State of New Jersey:

BEGINNING at the intersection of the northwesterly line of the Trenton-Lawrenceville Road with the southwesterly line of Province Line Road; and running thence

- 1) South 46 degrees 15 minutes 30 seconds West, along the northwesterly line of the Trenton-Lawrenceville Road, 967.58 feet to a point; thence
- 2) North 16 degrees 55 minutes 07 seconds West, 342.28 feet to a point; and thence
- 3) North 57 degrees 59 minutes 50 seconds East, 153.96 feet to a point; thence
- 4) North 55 degrees 57 minutes 10 seconds East, 57.6 feet to a point; thence
- 5) North 31 degrees 46 minutes 40 seconds West, 61.14 feet to a point; thence
- 6) North 59 degrees 55 minutes 50 seconds East, 54.98 feet to a point; thence
- 7) North 31 degrees 46 minutes 40 seconds West, 64.67 feet to a point; thence
- 8) North 60 degrees 23 minutes 30 seconds East, 251 feet to a point; thence
- 9) South 38 degrees 17 minutes 30 seconds East, 37.88 feet to a point; thence
- 10) North 45 degrees 57 minutes 40 seconds East, partly along a wire fence, 418.47 feet to a point in the southwesterly line of Province Line Road; thence
- 11) South 18 degrees 17 minutes 30 seconds East, along the said line of Province Line Road, 307.53 feet to the point and place of BEGINNING.

Excepting therefrom so much of the above described land as was conveyed to the Township of Lawrence for road widening purposes by Deed Book 2565 Page 212 and being more particularly described as follows:

BEGINNING at a point in the existing southwesterly right of way line of Province-Line Road, 16.50 feet as measured at right angles from the centerline thereof, said point being formed by the intersection of said southwesterly right of way line of Province Line Road with the westerly right of way line of U.S. Route 206, 33 feet as measured at right angles from the centerline thereof, and from said beginning point running; thence

- 1) Along said westerly right of way line of U.S. Route 206, South 46 degrees 15 minutes 30 seconds West, 32.07 feet to a point; thence
- Through lands of Bristol-Meyers Squibb along the proposed southwesterly right (Continued)

VOL3076 PG099



of way line of Province Line Road, the following (2) two courses; along a curve bearing to the left in a northerly direction having a radius of 1131.00 feet, an arc length of 139.58 feet to a point of tangency; thence

- 3) North 18 degrees 41 minutes 55 seconds West, 171.16 feet to a point in the southerly line of Lot 4; thence
- 4) Along the southerly line of said Lot 4 and continuing, North 45 degrees 57 minutes 40 seconds East, 25.05 feet to a point; thence
- 5) Along the aforementioned southwesterly right of way line of Province Line Road, 16.50 feet as measured at right angles from the centerline thereof, South 18 degrees 17 minutes 30 seconds East, 307.54 feet to the point and place of BEGINNING.

Together with a certain driveway easement as set in insured deed.

