

March 23, 1959

To the Secretary:

Enclosed for your files are the following documents:

Deed - Wilson N. Kline and Anna Kline, his wife; John W. Kline (also known as John Wilson Kline) and Esther M. Kline, his wife, and Harry Nevin Kline, single, to Public Service Electric and Gas Company dated June 9, 1958, covering a parcel of land along the northerly side of Bennetts Lane from the easterly side of Middlebush Road, in the Township of Franklin, Somerset County, New Jersey, acquired for electrical transmission line right-of-way for a consideration of \$12,000.00.

Policy of Title Insurance No. G-136-810 of the New Jersey Realty Title Insurance Company, covering the above property.

Please acknowledge receipt of the above documents.

Harry L. Saunders  
Manager - Real Estate Department

JMB:AL  
ATT.

NEW JERSEY REALTY  
TITLE INSURANCE COMPANY

POLICY NO. G-136-810

AMOUNT \$12,000.00

SCHEDULE B

1. SURVEY MADE BY EDWARD B. VAN NOTE DATED JANUARY 1957 AND REVISED JANUARY 30, 1957 NECESSITATES THE FOLLOWING:
  - (A) RIGHTS OF OWNERS OF POLES AND WIRES ATTACHED THERETO LOCATED ON AND CROSSING LAND HEREIN DESCRIBED.
2. LIEN FOR UNPAID REAL ESTATE TAXES FOR THE YEAR 1958. FIRST ONE-QUARTER 1958 REAL ESTATE TAXES PAID.
3. SUBJECT TO SUB-SURFACE CONDITIONS AFFECTING THE LAND HEREIN DESCRIBED NOT DISCLOSED BY ANY INSTRUMENT RECORDED IN THE OFFICE OF THE CLERK OF SOMERSET COUNTY.
4. OUTSTANDING RIGHTS IN BENNETTS LANE AND SOUTH MIDDLEBUSH ROAD.
5. SUBJECT TO GRANT TO FRANKLIN TOWNSHIP BY DEED DATED JULY 2, 1958.
6. SUBJECT TO TERMS, COVENANTS, AND CONDITIONS AS SET FORTH IN DEED TO ASSURED.
7. TERMS OF A GRANT MADE BY HARRY W. KLINE AND WIFE TO AMERICAN TELEPHONE AND TELEGRAPH CO., DATED MAY 23, 1929 AND RECORDED AUGUST 27, 1929 IN BOOK L & A 4 PAGE 601.

AN ESTATE IN FEE SIMPLE.

BY DEED FROM WILSON N. KLINE AND ANNA KLINE, HIS WIFE; JOHN W. KLINE (ALSO KNOWN AS JOHN WILSON KLINE) AND ESTHER M. KLINE, HIS WIFE, AND HARRY NEVIN KLINE, SINGLE TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY, DATED JUNE 9, 1958 AND RECORDED JULY 14, 1958 IN THE SOMERSET COUNTY CLERK'S OFFICE IN DEED BOOK 922 PAGE 58.

922 PAGE 58

5842

# This Indenture,

7 2/2 = 159  
NB B-18

Made the 9th day of June, in the year of our Lord  
One Thousand Nine Hundred and Fifty-eight

Between WILSON N. KLINE and ANNA KLINE, his wife; JOHN W. KLINE and  
ESTHER K. KLINE, his wife, and HARRY NEVIN KLINE, single, residing on  
South Middlebush Road, Middlebush,

In the Township of Franklin County of Somerset  
and State of New Jersey party of the first part;

And PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the  
State of New Jersey, having its principal office at 80 Park Place,

in the City of Newark County of Essex  
and 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 consideration,  
lawful money of the United States of America, to then 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, have 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 assigns forever, its successors and assigns,

All that certain  
tract or parcel of land and premises, hereinafter particularly described, situate, lying and being  
in the Township of Franklin County of Somerset  
and State of New Jersey:

**BEGINNING** at a point in the dividing line between lands of Wilson  
N. Kline, et al., and lands of Julius Mironov, et al., in the existing  
center line of Middlebush Road, distant North twenty-four (24) degrees  
thirty-three (33) minutes fifty (50) seconds East, seventy-seven one-  
hundredths (0.77) of a foot measured along said existing center line of  
Middlebush Road from its intersection with the existing center line of  
Bennetts Lane; thence (1) South seventy-four (74) degrees five (05) min-  
utes ten (10) seconds East, through and across lands of Wilson N. Kline,  
et al., forty-five and fifty-three one-hundredths (45.53) feet to a  
point in the northeasterly line of Bennetts Lane, thirty-three (33) feet  
wide; thence (2) South fifty-three (32) degrees fifty (50) minutes  
fifty-seven (57) seconds East, along said northeasterly line of Bennetts  
Lane, one thousand three hundred fifty-two and ninety-six one-hundredths  
(1,352.96) feet to an angle point; thence (3) South one (1) degree  
fifty-one (51) minutes fourteen (14) seconds East twenty and ninety-five  
one-hundredths (20.95) feet to a point in the dividing line between  
lands of Wilson N. Kline, et al., and lands of Mary Puskas, widow; in  
said existing center line of Bennetts Lane; thence (4) South fifty-three  
(53) degrees fifty (50) minutes fifty-seven (57) seconds East along last  
mentioned dividing line between lands and said existing center line of  
Bennetts Lane one hundred ninety and thirty-six one-hundredths (190.36)  
feet to a point distant easterly one hundred fifty (150) feet measured  
at right angles from the prolongation southerly of the third course  
herein described; thence the following three (3) courses and distances  
through and across lands of Wilson N. Kline, et al.; (5) North one (1)  
degree fifty-one (51) minutes fourteen (14) seconds West, parallel with  
and distant easterly one hundred fifty (150) feet measured at right  
angles from the third course herein described and the prolongation

JUL 14 1958

northerly and southerly thereof, two hundred eleven and thirty-one one-hundredths (211.31) feet to an angle point distant northeasterly one hundred fifty (150) feet measured at right angles from the prolongation southeasterly of the second course herein described; (6) North fifty-three (53) degrees fifty (50) minutes fifty-seven (57) seconds West, parallel with and distant northeasterly one hundred fifty (150) feet measured at right angles from the second course herein described, one thousand four hundred fifty-two and eighty-eight one-hundredths (1,452.88) feet to an angle point distant northerly one hundred fifty (150) feet measured at right angles from the prolongation easterly of the first course herein described; (7) North seventy-four (74) degrees five (05) minutes ten (10) seconds West, parallel with and distant northerly one hundred fifty (150) feet measured at right angles from the first course herein described, forty-nine and forty-eight one-hundredths (49.48) feet to a point in the aforesaid dividing line between lands of Wilson N. Kline, et al., and lands of Julius Mironov, et al., in the existing center line of Middlebush Road; thence (8) South twenty-four (24) degrees thirty-three (33) minutes fifty (50) seconds West, along last mentioned dividing line between lands and existing center line of Middlebush Road, one hundred fifty-one and seventy-three one-hundredths (151.73) feet to the point and place of Beginning.

Being part of the premises described in a deed from Wilson N. Kline, Executor of the Last Will and Testament of Harry W. Kline, deceased, to Wilson N. Kline, John Wilson Kline, and Harry Nevin Kline, as devisees under the Last Will and Testament of Harry W. Kline, deceased, dated December 1, 1955 and recorded December 2, 1955 in the Clerk's Office of Somerset County, in Book 859 of Deeds for said County on Pages 205, etc.

The above description being drawn in accordance with a survey made by Edward B. Van Note, Civil Engineer, Princeton, N.J., Scale: 1" = 100', dated Jan. 1957, revised Jan. 30, 1957.

The said parties of the first part, their successors and assigns, reserve the right to cross said right-of-way at right angles or nearly so with two (2) roads or streets with all street utilities, sewers and/or drains, the locations of which are to be mutually agreed upon between the parties hereto.

This conveyance is made subject to the rights of the public in and to the lands lying within Middlebush Road and within Bennetts Lane.

Note: Prior to delivery of this deed and on July 2nd, 1958, the grantors herein executed a Bargain and Sale Deed to an easement in favor of Franklin Township, Somerset County, New Jersey, which easement is along Bennetts Lane and Middlebush Road and this conveyance is affective subject to said easement.

State of New Jersey, }  
County of SUSSEX } as:

Let it be remembered, That on this 9th day of June  
in the year of our Lord One Thousand Nine Hundred and Fifty-eight before me  
the subscriber a Notary Public of the State of New Jersey,

personally appeared John W. Kline and Esther M. Kline, his wife,  
(John W. Kline also known as John Wilson Kline)

who, I am satisfied, are the grantors 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.

*[Handwritten Signature]*  
C. S. Lora, Jr.  
Notary Public of N.J.  
My commission expires 12/31/58

State of New Jersey, } ss:  
County of SOMERSET

It is remembered, That on this 12th day of June  
in the year of our Lord One Thousand Nine Hundred and Fifty-eight before me  
the subscriber, a Notary Public of New Jersey,

personally appeared Wilson N. Kline and Anna Kline, his wife,

who, I am satisfied, are the grantors 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.

*Edith H. Taylor*  
Edith H. Taylor  
Notary Public of N.J.  
My commission expires 3/3/59.



922 62

ACKNOWLEDGMENT—FORM NO. 482 N

THE CHESBOLD PRINTING COMPANY, 409 PEARL ST., N. Y. 2242

State of New Jersey. } ss:  
County of SOMERSET

It is remembered, That on this 9th day of June in the year of our Lord One Thousand Nine Hundred and Fifty-eight the subscriber, a Notary Public of New Jersey, before me

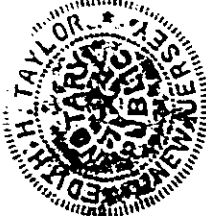
personally appeared Harry Nevin Kline, single

who, I am satisfied, is one of the grantors 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.

RECORDED

JUL 14 11 08 AM '58  
SOMERSET COUNTY  
R. B. BERGEN, CLERK

*Edith H. Taylor*  
Edith H. Taylor  
Notary Public of N.J.  
My commission expires 3/3/59.



Together with all and singular the houses, buildings, trees, way 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, ~~his heirs and assigns~~ to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns ~~his heirs and assigns~~ forever:

And the said WILSON N. KLINE and ANNA KLINE, his wife; JOHN W. KLINE / <sup>also known as John Wilson Kline</sup> and ESTHER M. KLINE, his wife, and HARRY NEVIN KLINE, single,

for themselves, their heirs, executors and administrators, do as covenant, promise and agree to and with the said party of the second part, its successors and assigns that they have not made, done, committed, executed or suffered any act or acts, thing or things whatsoever whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever

In Witness Whereof, the parties of the first part have set their hands and seals or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed, the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of

Edith H. Taylor  
Edith H. Taylor  
As to Wilson & Anna Kline

C. S. Losa, Jr.  
C. S. Losa, Jr.  
As to John and Esther Kline

Edith H. Taylor  
Edith H. Taylor  
As to Harry Nevin Kline

Wilson N. Kline (L.S.)  
(Wilson N. Kline)

Anna Kline (L.S.)  
(Anna Kline)

John W. Kline (L.S.)  
(John W. Kline)  
also known as John Wilson Kline

Esther M. Kline (L.S.)  
(Esther M. Kline)

Harry Nevin Kline (L.S.)  
(Harry Nevin Kline)



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,  
personally appeared \_\_\_\_\_

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

the grantor 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 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 and subscribed before me,  
at \_\_\_\_\_  
the date aforesaid

136-810  
5812

**Deed**  
TO BE RETURNED TO THE  
SECRETARY'S FILE  
NO. 293/443-B

WILSON N. KLINE, ET AL.,

TO  
PUBLIC SERVICE ELECTRIC  
AND GAS COMPANY

Dated, June 9<sup>th</sup>, 1958

Retained in the Office of  
the County of \_\_\_\_\_ N. J.  
on the **RECORDED**  
at \_\_\_\_\_ County Clerk's Office  
Recorded in Book \_\_\_\_\_ and  
said County, on June 14 1958

BOOK \_\_\_\_\_ PAGE 58

Coverly pt. of land situate  
Bennetts Lane and Middleburgh Road  
acquired for the North Brunswick  
Utility Transmission Line R/W. to the  
sum of \$12,000.  
TWP. OF FRANKLIN

State of New Jersey, }  
County of SOMERSET } ss:

Be it Remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_  
in the year One Thousand Nine Hundred and Fifty-eight before me, the subscriber,  
personally appeared WILSON N. KLINE, ANNA KLINE, JOHN W. KLINE, ESTHER M.  
KLINE and HARRY NEVIN KLINE

who, I am satisfied, are \_\_\_\_\_ the grantors 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.

Made the 2nd day of July, in the year of our Lord  
One Thousand Nine Hundred and Fifty-eight

Between Wilson N. Kline and Anna Kline, his wife; John W. Kline  
and Esther M. Kline, his wife; and Harry Nevin Kline, single, all  
of Franklin Township, Somerset County except John W. Kline and  
Esther M. Kline who reside

of the Township of Frankfort in the County  
of Sussex and State of New Jersey

party of the first part:

And The Township of Franklin in the County of Somerset and  
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 them 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, have 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  
tract or parcel of land and premises, hereinafter particularly  
described, situate, lying and being in the Township of Franklin  
in the County of Somerset and State of New Jersey.

BEGINNING at a point in the existing center line of Middlebush Road  
(49.25 feet wide) distant north 24 degrees 33 minutes 50 seconds east  
0.77 of a foot measured along said existing center line of Middlebush  
Road from its intersection with the existing center line of Bennetts  
Lane (33 feet wide); thence (1) north 24 degrees 33 minutes 50 seconds  
east along said existing center line of Middlebush Road 151.73 feet  
to a point; thence (2) south 74 degrees 05 minutes 10 seconds east  
40.46 feet to a point distant southeasterly 40 feet measured at right  
angles from said existing center line of said Middlebush Road; thence  
(3) south 24 degrees 33 minutes 50 seconds west, parallel with and  
distant southeasterly 40 feet measured at right angles from said  
existing center line of said Middlebush Road 141.27 feet to a point  
distant northeasterly 25 feet measured at right angles from said  
existing center line of said Bennetts Lane; thence (4) south 53 degrees  
50 minutes 57 seconds east, parallel with and distant northeasterly  
25 feet measured at right angles from said existing center line of  
said Bennetts Lane, 1,543.54 feet to a point; thence (5) south 1 degree  
51 minutes 14 seconds east 31.73 feet to a point in said existing  
center line of said Bennetts Lane; thence (6) north 53 degrees 50 minutes  
57 seconds west along said existing center line of said Bennetts Lane  
190.36 feet to a point distant westerly 150 feet measured at right  
angles from the prolongation northerly of the fifth course herein  
described; thence (7) north 1 degree 51 minutes 14 seconds west,  
parallel with and distant westerly 150 feet measured at right angles  
from the prolongation northerly of the fifth course herein described,  
20.95 feet to a point in the existing northeasterly line of said  
Bennetts Lane distant southwesterly 8.50 feet measured at right angles  
from the fourth course herein described; thence (8) north 53 degrees  
(over)

50 minutes 57 seconds west along said existing northeasterly line of said Bennetts Lane, parallel with and distant southwesterly 8.50 feet measured at right angles from the fourth course herein described 1,352.96 feet to a point distant southwesterly 150 feet measured at right angles from the second course herein described; thence (9) north 74 degrees 05 minutes 10 seconds west, parallel with and distant southwesterly 150 feet measured at right angles from the second course herein described and the prolongation northwesterly thereof, 45.53 feet to the point and place of Beginning.

It is the purpose and intent of this deed to dedicate for use as a public road or right of way the property hereinbefore described, and the grantors herein covenant for themselves, their heirs and assigns, to execute such further needed instruments or documents requested by the Township of Franklin at such time as the herein described premises are needed or claimed by said Township of Franklin for public road purposes.

Such right of way is not only for the benefit of the public generally but also for the grantors herein, their heirs and assigns, in connection with, or for the use of, lands remaining to the grantors, their heirs and assigns, and for the use and benefit of the grantee, the said Township of Franklin, Somerset County, New Jersey, for Public Road purposes.

Public Service Electric and Gas Company

80 Park Place, Newark, New Jersey 07101

May 20, 1968

File: P-5958

OFFICE OF MANAGER - REAL ESTATE DEPARTMENT <b>RECEIVED</b> MAY 29 1968 Noted _____ Referred to <u>EJM</u> File No. _____
--

To the Secretary:

I am attaching for your file the following documents:

Fully executed Deed - John W. Kline, et ux. et al.  
to Public Service Electric and Gas Company, dated  
August 8, 1967.

Policy of Title Insurance No. G-167-338 of New  
Jersey Realty Title Insurance Company, Newark,  
New Jersey, in the amount of \$4,500.00.

The above documents cover property situate east  
of Bennetts Lane, in the Township of Franklin, County of  
Somerset, and State of New Jersey.

Please acknowledge receipt of the above documents.

*L. T. Friel*

L. T. Friel

Manager - Real Estate Department

ENM:LJG

Att.

MAY 21 1968

RECEIVED AND FILED UNDER 293/160  
SECRETARY'S OFFICE

7786

ROOM 1158 PAGE 469

# This Indenture,

Made the 8th day of August 1967,  
Between JOHN W. KLINE and ESTHER M. KLINE, his wife, residing at  
Liberty, Sullivan County, State of New York; WILSON N. KLINE and  
ANNA KLINE, his wife and HARRY NEVIN KLINE and SUSAN KLINE, his wife,

residing at South Middlebush Road  
in the Township of Franklin in the County of )  
Somerset and State of New Jersey herein designated as the Grantors, )  
And PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of )  
the State of New Jersey, having its principal office at

~~residing at~~ 80 Park Place  
in the City of Newark in the County of )  
Essex and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of One Dollar (\$1.00) and  
other good and valuable consideration

Amount of  
Doc. Rev.  
Stamps

lawful money of the United States of America, to the Grantors in hand well and truly paid by the  
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-  
edged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and  
convey unto the Grantees forever,  
certain

\$5.50

All that/ tract or parcel of land and premises, situate, lying and being in the  
Township of Franklin in the  
County of Somerset and State of New Jersey, more particularly described as follows:

BEGINNING at a point formed by the intersection of the  
dividing line between lands of Wilson N. Kline, et al., and lands  
of Public Service Electric and Gas Company with the northeasterly line  
of Bennetts Lane distant easterly 75 feet measured at right angles  
from the monumented center line of Public Service Electric and Gas  
Company's Brunswick-Branchburg Right-of-Way, said point of beginning  
being also distant northeasterly 25 feet measured at right angles from  
the existing center line of Bennetts Lane as described in a deed from  
Wilson N. Kline, et ux., et al, to The Township of Franklin, dated  
July 2, 1958; thence the following two courses and distances along  
said dividing line between lands,

(1) North 1° 51' 14" West, parallel with and distant  
easterly 75 feet measured at right angles from said monumented  
center line of right-of-way and the prolongation northerly thereof,  
179.58 feet to a point,

(2) North 53° 50' 57" West, parallel with and distant  
northeasterly 75 feet measured at right angles from said monumented  
center line of right-of-way and the prolongation southeasterly

AUG 17 1967

thereof, 719.25 feet to a point; thence the following three courses and distances along remaining lands of Wilson N. Kline, et al.,

(3) North  $36^{\circ} 09' 03''$  East, 110 feet to a point,

(4) South  $53^{\circ} 50' 57''$  East, parallel with and distant northeasterly 110 feet measured at right angles from the second course herein described and the prolongation southeasterly thereof 829.82 feet to a point,

(5) South  $36^{\circ} 09' 03''$  West, 251.50 feet to the point and place of Beginning.

Being part of the premises described in a deed from Wilson N. Kline, Executor of the Last Will and Testament of Harry W. Kline, deceased, to Wilson N. Kline, John Wilson Kline, and Harry Nevin Kline as devisees under the Last Will and Testament of Harry W. Kline, deceased, dated December 1, 1955 and recorded December 2, 1955 in the Clerk's Office of Somerset County in Book 859 of Deeds for said County on pages 205, etc.

The hereinabove description being drawn in accordance with a survey made by Raymond P. Wilson Associates, Civil Engineers and Land Surveyors, New Brunswick, N. J. Scale 1" = 50' and dated July 26, 1965.

Together with all and singular the 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 Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are 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 representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

W. Eddy Heath  
W. Eddy Heath

Wilson N. Kline (L.S.)  
Wilson N. Kline

Anna Kline (L.S.)  
Anna Kline

J. M. Bonn  
J. M. Bonn  
as to John Kline and  
Esther M. Kline

John W. Kline  
John W. Kline

Esther M. Kline  
Esther M. Kline

Documentary Stamps:

W. Eddy Heath

Harry Nevin Kline  
Harry Nevin Kline

Susan Kline  
Susan Kline

State of New Jersey, County of Somerset ss.:

Be it Remembered, that on this 17th day of August 1967, before me, the subscriber, a Master of the Superior Court of the State of New Jersey

personally appeared WILSON N. KLINE and ANNA KLINE, his wife, HARRY NEVIN KLINE and SUSAN KLINE, his wife,

who, I am satisfied, are the persons named in and who executed 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.

W. Eddy Heath  
W. Eddy Heath, a Master of the Superior Court of New Jersey.



STATE OF NEW YORK  
COUNTY OF SULLIVAN

BE IT REMEMBERED, that on this *Eight* day of *August*,  
in the year of our Lord nineteen hundred and sixty-seven, before me, the  
subscriber, a Notary Public of the State of New York  
personally appeared John W. Kline and Esther M. Kline, his wife

who I am satisfied are the persons mentioned in the foregoing agreement, and I having first  
made known to them the contents thereof, they did acknowledge that  
signed, sealed, and delivered the same as their *act and deed* for the uses and purposes  
therein expressed.

ARTHUR E. KEESLER  
NOTARY PUBLIC, State of New York  
Sullivan County No. 017  
Expires March 30, 1969

BOOK 1158 PAGE 472

RECORDED

JUN 4 1968  
Covering property sit-  
east Bennetts Lane.

DEPT. COUNTY CLERK

DEEDS  
AUG 17 1967  
300K 1158 PAGE 469

RECORDED  
Somerset County, N. J.  
117-332

PUBLIC SERVICE ELECTRIC AND  
GAS COMPANY  
80 Park Place, Newark, New Jersey

WILSON N. KLINE, et ux.,  
et al.

*Handwritten signature*

TO BE RETURNED TO THE  
SECRETARY'S FILE  
NO. 293/686-E

RECORDED

AUG 17 3 20 PM 1967  
L. R. CLSON, CLERK

END OF DOCUMENT

**NEW JERSEY REALTY  
TITLE INSURANCE COMPANY  
NEWARK, N. J.**

Policy No. G.167-338..... OWNERS POLICY ..... Amount \$ 4,500.00  
P 5958

**THIS POLICY OF TITLE INSURANCE WITNESSETH** that **NEW JERSEY REALTY TITLE INSURANCE COMPANY** hereinafter called the Company, in consideration of the payment of its charges for the insuring of the title to the land referred to herein, hereby covenants that it will indemnify, keep harmless and insure those designated in Schedule A, hereinafter called Party Insured, and the person or persons upon whom the insured estate or interest devolves from the Party Insured by descent, devise, bequest or the laws governing intestacy and all persons or corporations to whom this policy of title insurance may be transferred as provided in the conditions hereof with the assent of the Company, testified by the signature of its properly authorized officer endorsed thereon from all loss or damage not exceeding the amount of this policy which the Party Insured shall sustain by reason of defects in or unmarketability of the title of the Party Insured to the estate or interest described in Schedule A hereof or because of liens or other incumbrances charging the same at the date of this policy of title insurance, unless some other date be specified in Schedule A, and then at the date thus specified; excepting the estates, defects, objections, liens and incumbrances stated in Schedule B hereof, the validity or sufficiency of which is not covered by this contract. The obligation and liability of the Company hereunder shall be limited to and established in the manner provided by, and the amount of loss and damage sustained by the Party Insured hereunder shall be ascertained in accordance with, the scope and conditions of this policy of title insurance which are annexed to, incorporated in and made part of this contract, and not otherwise.

**IN WITNESS WHEREOF** the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, but this policy shall not be valid unless approved and countersigned by an authorized officer or agent of the Company. This policy is effective as of the 17 day of AUGUST 1967.

**NEW JERSEY REALTY TITLE INSURANCE COMPANY**



APPROVED AND COUNTERSIGNED

By *James J. McCarthy*  
ITS PRESIDENT

*James J. McCarthy*  
Authorized Officer or Agent

And by *Robert A. Whelan*  
ITS SECRETARY

**SCHEDULE A**

Name of Insured:

PUBLIC SERVICE ELECTRIC AND GAS COMPANY.

1. The estate or interest of the party insured in the real estate described below covered by this policy: Fee simple
2. The deed or other means by which the estate or interest covered by this policy is vested in the party insured:  
BY DEED FROM JOHN W. KLINE AND ESTHER M. KLINE, HIS WIFE, WILSON N. KLINE AND ANNA KLINE, HIS WIFE, AND HARRY NEVIN KLINE AND SUSAN KLINE, HIS WIFE, TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY, DATED AUGUST 8, 1967 RECORDED AUGUST 17, 1967 IN THE SOMERSET COUNTY CLERK'S OFFICE IN DEED BOOK 1158 PAGE 469.
3. The land referred to in this policy is set forth in the deed above mentioned. SEE ATTACHED -

**SCHEDULE B**

Estates, defects and objections to title, and liens, charges and incumbrances thereon which do or may exist and which are excepted from this policy of title insurance and against which the Company does not insure or agree to indemnify, and which are stated as follows:

1. SUBJECT TO SUB SURFACE CONDITIONS AFFECTING THE LANDS HEREIN DESCRIBED NOT DISCLOSED BY ANY INSTRUMENT RECORDED IN THE OFFICE OF THE CLERK OF SOMERSET COUNTY.
2. TERMS OF GRANT MADE BY HARRY W. KLINE AND WIFE TO AMERICAN TELEPHONE & TELEPHONE COMPANY, DATED MAY 23, 1929 AND RECORDED AUG. 27, 1929 IN BOOK L & A 4 PAGE 601.
3. LIEN FOR UNPAID REAL ESTATE TAXES FOR YEAR 1967. FIRST ONE HALF 1967 TAXES PAID.
4. THE LANDS HEREIN DESCRIBED DO NOT FRONT ON A PUBLIC ROAD OR HIGHWAY. INDEPENDENT ACCESS IS NOT HEREBY GUARANTEED.
5. SUBJECT TO TERMS OF DEED TO ASSURED.

February 7, 1968

File: P-5958

Memorandum to the Manager  
Real Estate Department

BENNETTS LANE SUBSTATION  
FRANKLIN TOWNSHIP

Public Service Electric and Gas Company purchased from Wilson M. Kline, et al. on June 9, 1968, a strip of land for the Brunswick-Branckburg transmission line right-of-way. Planning Board approval was contingent on dedication of lands to the Township of Franklin for the widening of abutting Bennetts Lane by 8.5 feet. Therefore the Klins gave a deed to the Township of Franklin for "\$1.00 and other good and valuable consideration" which was nil.

To gain a major subdivision regarding purchase of additional land by Public Service Electric and Gas Company from the Klins we were requested to show on the Subdivision Map #599 an additional 5 foot strip for proposed widening of Bennetts Lane. The major subdivision map was approved Aug. 2, 1967, title to the premises closed on August 8, 1967.

On January 10, 1968, the Franklin Township Planning Board wrote that its attorney has requested that an "actual deed of dedication be obtained for its file for an additional 5-foot strip for Bennetts Lane and 5-foot strip for Dahmer Road as required by the preliminary and final approvals of our major subdivision".

Planning Board Attorney David Lucas (428 E. Union Avenue, Bound Brook, N.J. 469-0870) was informed that Public Service could not dedicate the widening for all of Bennetts Lane nor any part of Dahmer Road; that we could dedicate only that portion along Bennetts Lane which abuts our property. He agreed.

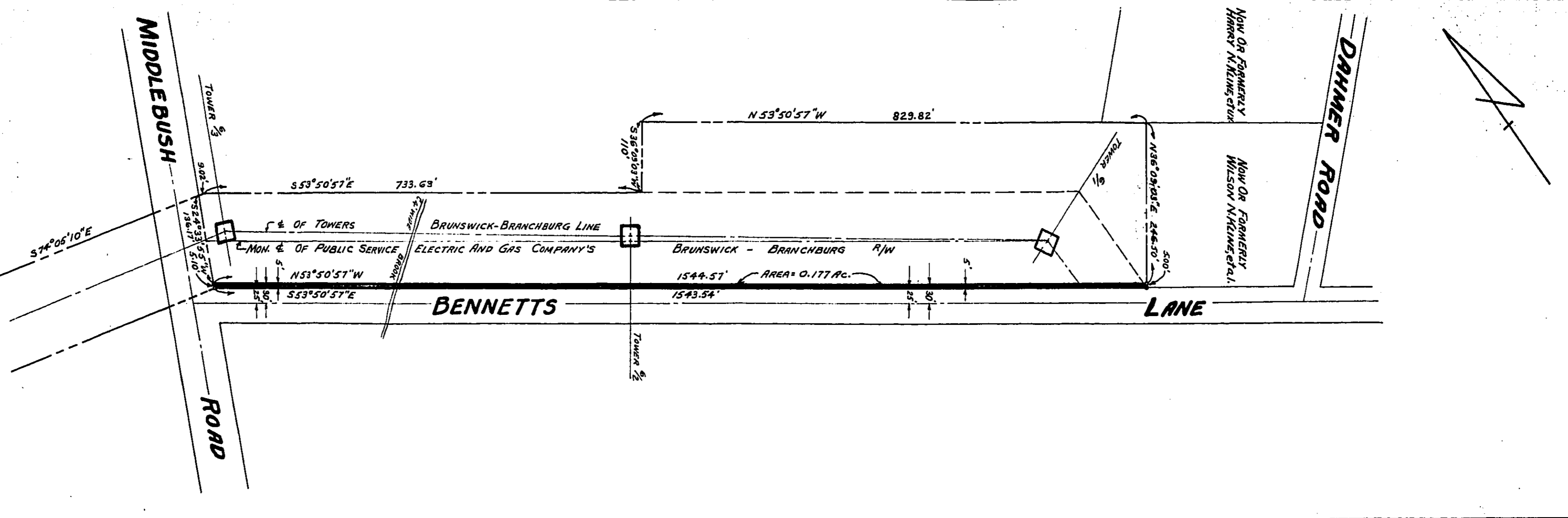
Consequently we are obliged to dedicate a 5-foot strip along a portion of Bennetts Lane shown in red on attached sketch. Our office engineer did furnish a description of the 0.177-Ac. area to be dedicated, which is also attached hereto.

I trust that the conveyancers will prepare an appropriate document for Attorney Lucas's approval without delay as we wish to maintain cordial relations with the Township, particularly in view of proposed major activity therein.

JMB:AL

J. M. Bonk  
Supervising Real Estate Representative

C.S.  
 CHECKED  
 MAP  
 DESC.  
 LEASES  
 AGMTS.  
 EEDS.  
 GTY.



**PUBLIC SERVICE ELECTRIC AND GAS COMPANY**  
 ELECTRIC DEPARTMENT  
 MAP SHOWING LOCATION OF EASEMENT  
 STREET TO BE GRANTED FOR PURPOSES  
 TOWNSHIP OF FRANKLIN IN THE COUNTY OF SOMERSET  
 TOWNSHIP OF FRANKLIN IN THE COUNTY OF SOMERSET  
 REAL ESTATE DEPT.  
 SCALE: 1"=100'  
 NEWBURGH, N.J.  
 JAN. 31, 1968

DESCRIPTION  
BENNETTS LANE DEDICATION

ALL that certain tract or parcel of land and premises situate, lying, and being in the Township of Franklin, County of Somerset and State of New Jersey: - -

BEGINNING at a corner formed by the intersection of the northeasterly line of Bennetts Lane with the southeasterly line of Middlebush Road as described in a deed from Wilson N. Kline, et ux., et al., to the Township of Franklin dated July 2, 1958, distant northeasterly 25 feet measured at right angles from the existing center line of Bennetts Lane as described in said deed; thence

1) South  $53^{\circ} 50' 57''$  East along said northeasterly line of Bennetts Lane, parallel with and distant northeasterly 25 feet measured at right angles from said existing center line of Bennetts Lane 1543.54 feet to a corner in the dividing line between lands of Public Service Electric and Gas Company and lands now or formerly of <sup>Wilson N.</sup> ~~Harry~~ <sup>et al.</sup> ~~Kevin~~ Kline, et ux.; thence

2) North  $36^{\circ} 09' 03''$  East along said dividing line between lands 5 feet to a point; thence

3) North  $53^{\circ} 50' 57''$  West through and across lands of Public Service Electric and Gas Company, parallel with and distant northeasterly 5 feet measured at right angles from the first course herein described 1544.57 feet to a point in the aforesaid southeasterly line of Middlebush Road; thence

4) South  $24^{\circ} 33' 50''$  West along said southeasterly line of Middlebush Road 5.10 feet to the point and place of Beginning.

THIS INDENTURE, made this 24th day  
of June , in the year Nineteen Hundred and Sixty-  
eight, between PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a  
corporation of the State of New Jersey, party of the first  
part, and TOWNSHIP OF FRANKLIN, a municipal corporation of  
the State of New Jersey, party of the second part,  
WITNESSETH,

That the party of the first part for and in con-  
sideration of the sum of One Dollar (\$1.00), lawful money of  
the United States of America, to it in hand paid by the party  
of the second part at or before the encasing and delivery  
of these presents, receipt of which is hereby acknowledged,  
the party of the first part has granted and conveyed and by  
these presents does grant and convey to the party of the  
second part and its successors and assigns, for use and so  
long as the same shall be used as a public street, the  
following described lands and premises, situate, lying, and  
being in the Township of Franklin, County of Somerset, and  
State of New Jersey, bounded and described as follows:

BEGINNING at a corner formed by the intersection  
of the northeasterly line of Bennetts Lane with the south-  
easterly line of Middlebush Road as described in a deed from  
Wilson N. Kline, et ux., et al., to the Township of Franklin,  
dated July 2, 1958, distant northeasterly 25 feet measured  
at right angles from the existing center line of Bennetts  
Lane as described in said deed; thence

(1) South  $53^{\circ} 50' 57''$  East, along said north-  
easterly line of Bennetts Lane, parallel with and distant  
northeasterly 25 feet measured at right angles from said  
existing center line of Bennetts Lane, 1543.54 feet to a  
corner in the dividing line between lands of Public Service  
Electric and Gas Company and lands now or formerly of Wilson  
N. Kline, et al.; thence

(2) North  $36^{\circ} 09' 03''$  East, along said dividing  
line between lands, 5 feet to a point; thence

(3) North  $53^{\circ} 50' 57''$  West, through and across

lands of Public Service Electric and Gas Company, parallel with and distant northeasterly 5 feet measured at right angles from the first course herein described, 1544.57 feet to a point in the aforesaid southeasterly line of Middlebush Road; thence

(4) South 24° 33' 50" West, along said southeasterly line of Middlebush Road, 5.10 feet to the point and place of Beginning.

Being parts of the lands described in two deeds to Public Service Electric and Gas Company, the first from Wilson N. Kline, et ux., et al., dated June 9, 1958, and recorded July 14, 1958, in the Clerk's Office of Somerset County in Book 922 of Deeds for said County, on pages 58, etc., and the other from John W. Kline, et ux., et al., dated August 8, 1967, and recorded August 17, 1967, in said Clerk's Office in Book 1158 of Deeds for said County, on pages 469, etc.

Reserving to Public Service Electric and Gas Company, its successors and assigns, the right to install and maintain electric and gas facilities, such as, but not limited to, poles, wires, gas mains, pipes, underground conduits, and appurtenances, in, on, over, under, across, and along the lands hereinabove described, together with the right to trim, cut, and remove any and all trees now located and which may hereafter be located on the aforesaid lands, which in the judgment of the duly authorized representatives of said Public Service Electric and Gas Company, its successors and assigns, endanger said electric and gas facilities.

TO HAVE AND TO HOLD all and singular the hereinbefore mentioned and described lands and premises unto the said party of the second part and its successors, as and for a public street or highway.

Approved by  
Executive  
Committee  
5-6-68

IN WITNESS WHEREOF the party of the first part has hereunto affixed its corporate seal and caused these presents to be signed and attested by its proper officers thereunto duly authorized, all as of the day and year first aforesaid.

L.R.  
R.B.F.  
J.T.F.  
C.A.L. JR.  
J.P.  
R.W.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY  
By

\_\_\_\_\_  
Vice-President

Attest:

\_\_\_\_\_  
Secretary

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

BE IT REMEMBERED, that on this 24th day  
of June , nineteen hundred and sixty-eight,  
before me, the subscriber, a Notary Public of the State of  
New Jersey, personally appeared  
who, I am satisfied, is a Vice-President of PUBLIC  
SERVICE ELECTRIC AND GAS COMPANY, the corporation named in  
and which executed the foregoing instrument, and is the  
person who signed said instrument as such officer for and  
on behalf of said corporation, and he acknowledged that said  
instrument was made by said corporation and sealed with its  
corporate seal as the voluntary act and deed of said corpo-  
ration by virtue of authority from its Board of Directors.

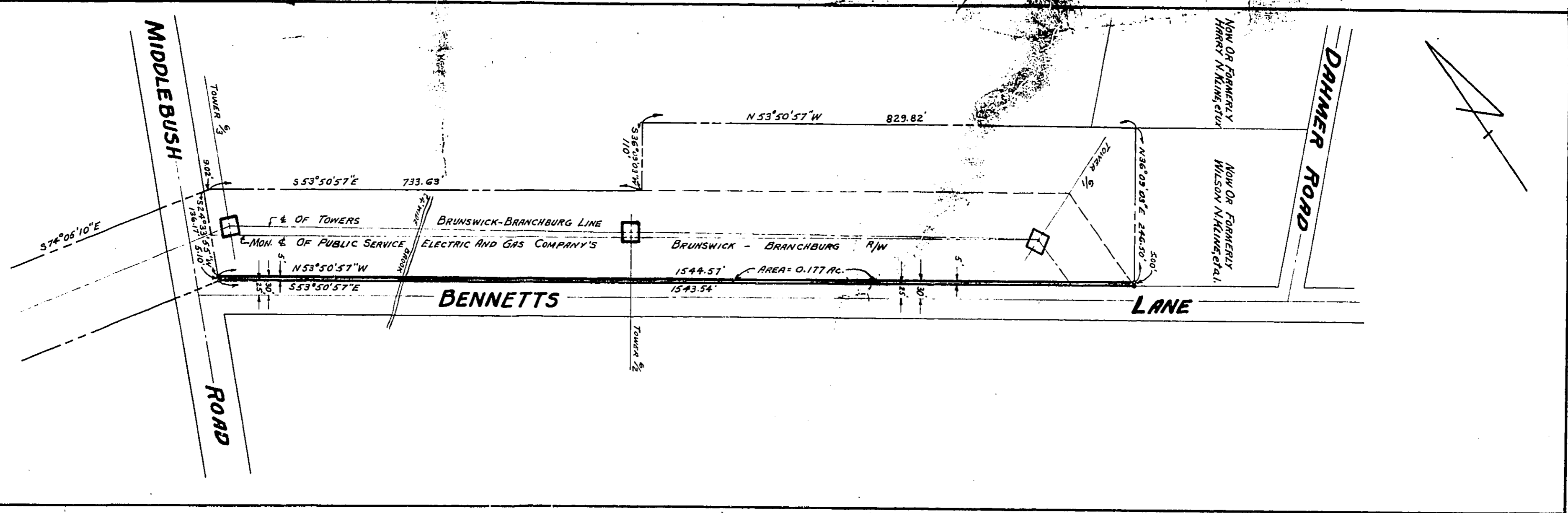
Shirley Burkhard

---

(seal)

Notary Public of New Jersey  
My Commission Expires Jan. 22, 1978

C.S.  
 CHECKED  
 MAP  
 AREA  
 FEET  
 CITY



**PUBLIC SERVICE ELECTRIC AND GAS COMPANY**  
 ELECTRIC DEPARTMENT  
 MAP SHOWING LOCATION OF LANDS  
 STREET FOR PURPOSES  
 TO BE CONVERTED TO THE  
 TOWNSHIP OF FRANKLIN IN THE COUNTY OF SOMERSET  
 SITUATED IN THE  
 SOMERSET CO., N. J.  
 REAL ESTATE DEPT.  
 NEWARK, N. J.  
 JAN. 31, 1968  
 SCALE: 1" = 100'

Full Micro Safety Pen

*TE MEH*  
*looks like a large*  
*per centage of 50%*  
*water used flow*  
*across P.S. flow*  
*check out*  
*2/5/78*

February 1, 1978

Files: NB-B-19  
D-5958

*W.A.P.*  
*instructed*  
*2-2-78*  
*6795*

Memorandum to the Engineer -  
Real Estate

On January 31, 1978 I went to the Municipal Building of Franklin Township in Somerset to check the subdivision of "Middlebush Estates" of Jops Co.

The residential subdivision is adjoining our "Bennetts Lane Substation".

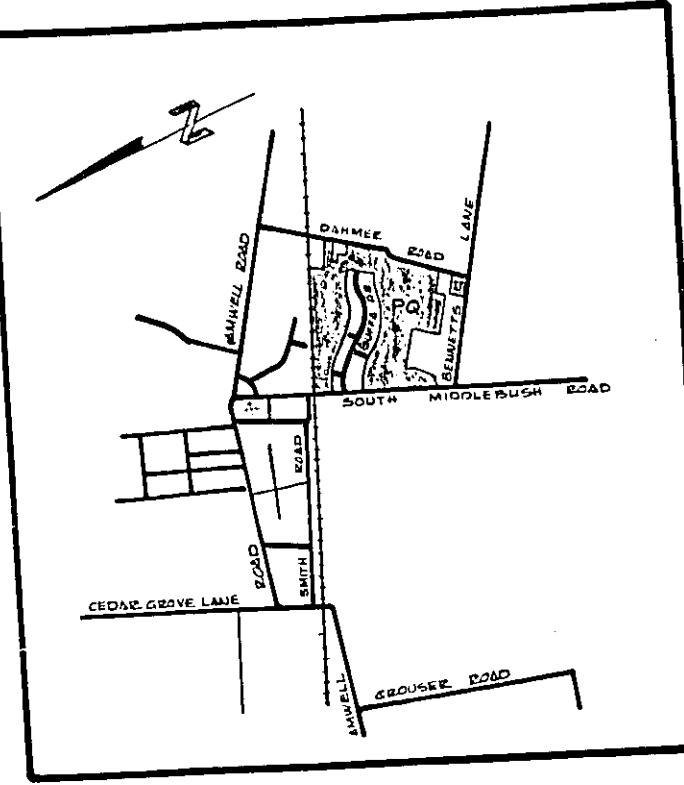
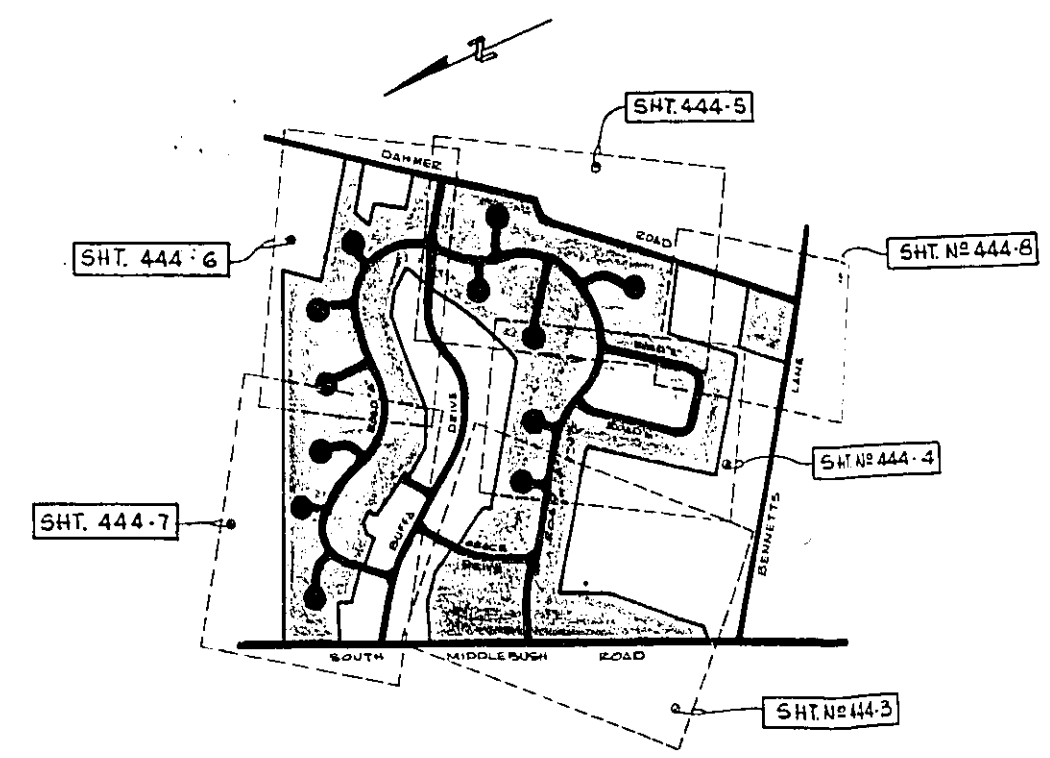
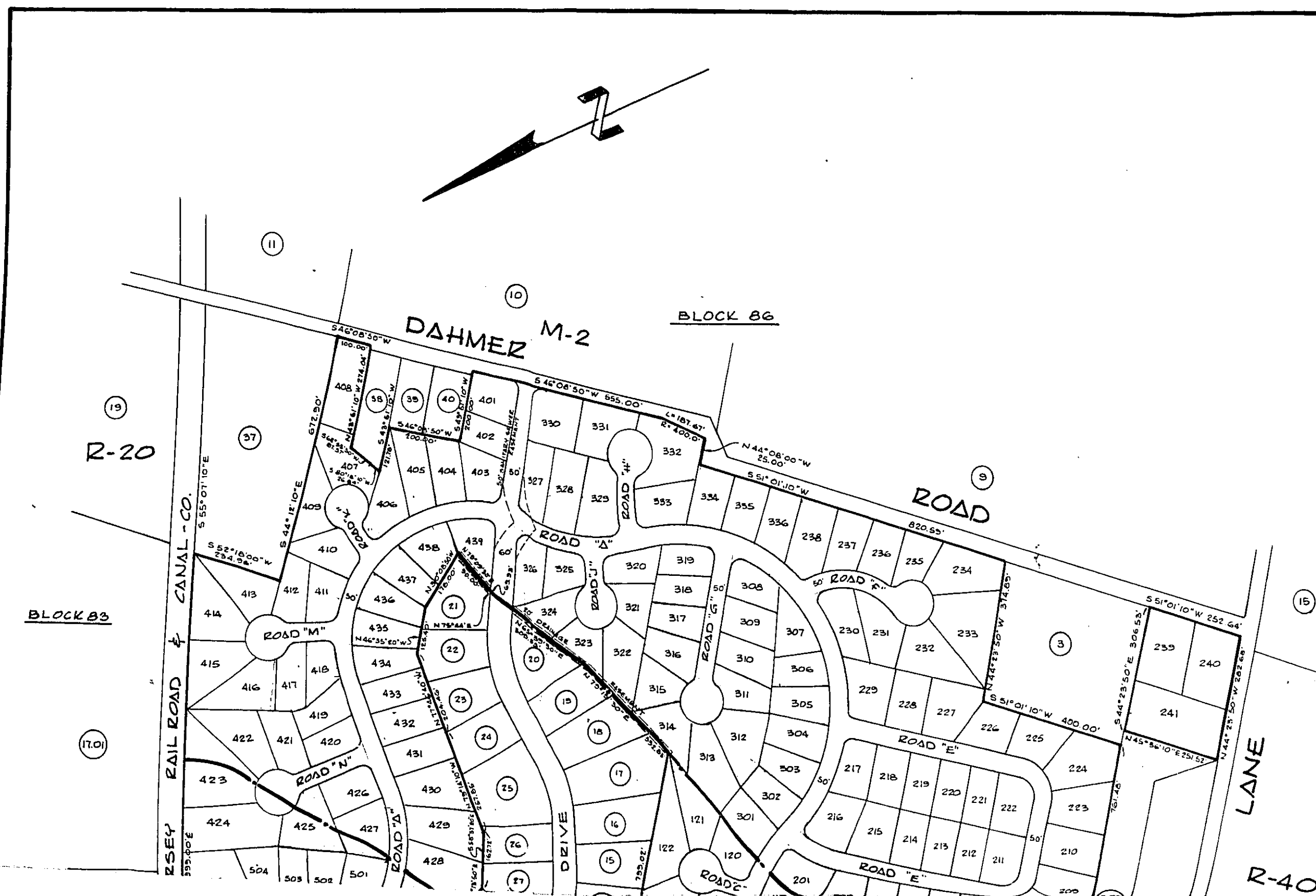
While I was there, the Engineer for Jops Co. walked in and was introduced to me. He was kind enough to give me a set of the Subdivision Map. He also showed me another subdivision he had just brought in for filing. This new subdivision is affecting our Brunswick-Branchburg Right-of-Way in the vicinity of Route 27 (Lincoln Highway) and Skillman's Lane (NB-B-11 and NB-B-13). He promised to send me a copy of this new subdivision.

I gave him my name and office address, and thanked him for his cooperation.

*-A SF*  
*copy to*  
*file 304-2246*  
*W.A.P.*  
SC:clw

*Serge Cauvin*  
Serge Cauvin  
Engineering Assistant -  
Real Estate

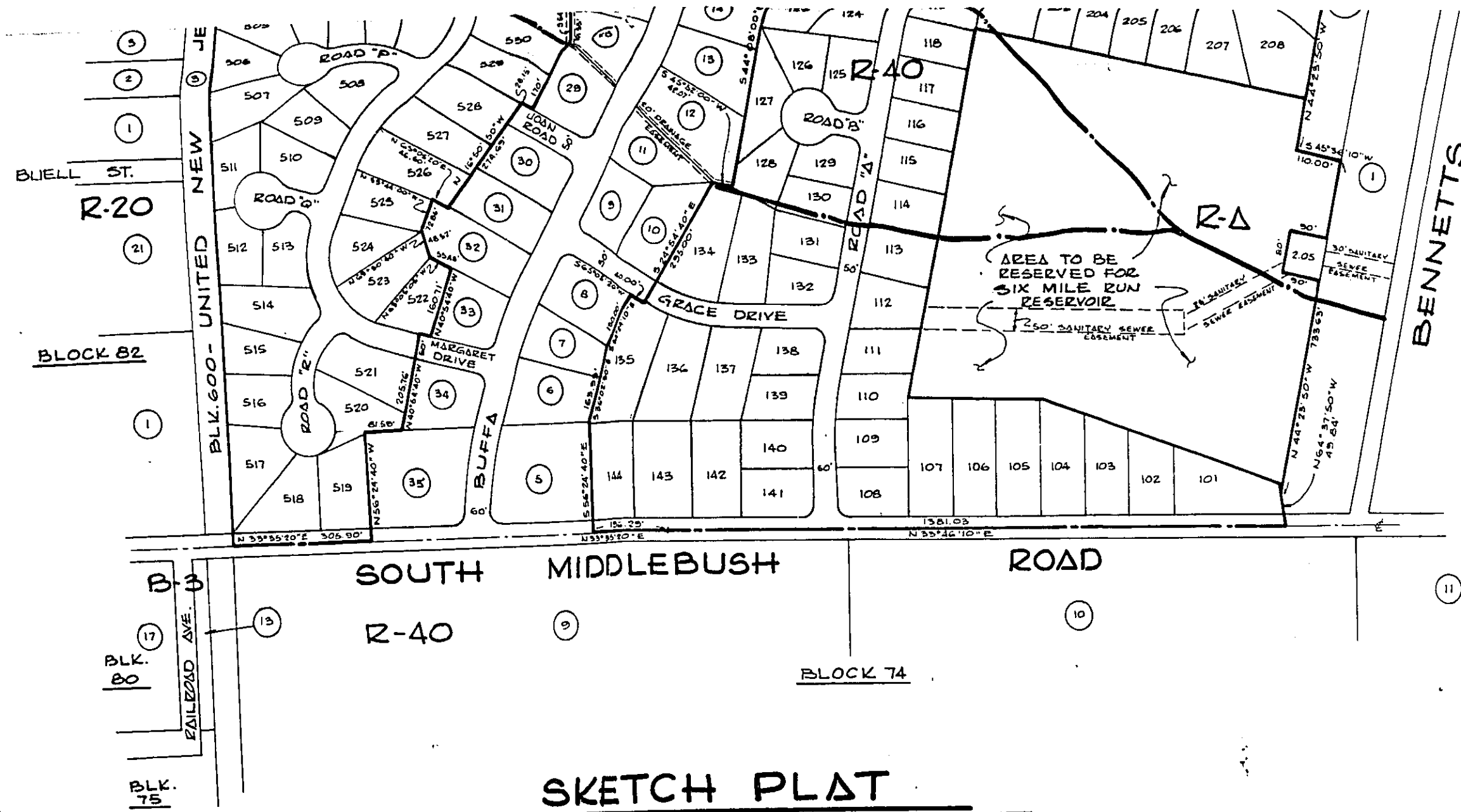
*7/10/78* Spoke to Robert Wilson, Eng. for Middlebush Estates re drainage across our property. He was advised by letter of 4/78. He seems to understand drainage. I also advised him of attention to 30' wide drain across middle of his lot. He said he will check and advise me.



**ADJOINING PROPERTY OWNERS**

BLOCK NO	LOT NO	OWNER	N/E
74	9	FRANK Malfatto	
	10	JULIUS MIRONOV ETUX	
	11	STATE OF N.J. DEPT. OF ENV. PROT.	
75	13	F.C. SANDER	

Full Micro Safety N



**SKETCH PLAT**

SCALE: 1" = 200'

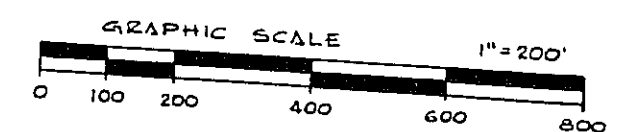
METES & BOUNDS SURVEY, BY EDWARD C. REILLY N.J.P.E. & L.S.  
DATED AUG. 1967

*Edward B. Martin*  
EDWARD B. MARTIN  
N.J.P.E. & L.S. LIC. NO. 14867

*Ernest T. Nilsson*

- |     |       |  |
|-----|-------|--|
| 80  | 17    | F.C. SANDEZ                            |
| 82  | 1     | C. BYRON SLICHTER                      |
|     | 21    | M. BUELL JUDD                          |
| 83  | 1     | DONALD E. & MARY T. SHEIL              |
|     | 2     | SALVATORE F. JR. & JOAN G. CRIVELLO    |
|     | 3     | JOSEPH & JUDITH DE FRANCESCO           |
|     | 17.01 | MARtha A. GROSSER                      |
|     | 19    | HOLY TRINITY LUTHERAN CHURCH           |
| 84  | 1     | PUBLIC SERVICE ELEC. & GAS CO.         |
|     | 2.02  | PUBLIC SERVICE ELEC. & GAS CO.         |
|     | 2.05  | FRANKLIN TOWNSHIP SEWERAGE AUTHORITY   |
|     | 3     | HARRY W. & SUSAN KLINE                 |
|     | 5     | CARL W. & JOSEPHINE WINDELLER          |
|     | 6     | JOHN H. & JOAN V. SUTTON               |
|     | 7     | RAY H. & VIOLET E. ZERBE               |
|     | 8     | THOMAS F. & ALICE E. KENNEALLY         |
|     | 9     | WILLIAM E. & JANE Z. ANDERSEN          |
|     | 10    | CHARLES G. & JENNIE H. HOEN            |
|     | 11    | ROBERT A. & INGRID B. ANZIVINO         |
|     | 12    | WALTER G. & MARJORIE B. TUCKER         |
|     | 13    | NILS S. & EDITH E. BAY                 |
|     | 14    | BARRY & HONOR JUDD                     |
|     | 15    | RICHARD L. & MARILYN M. MC DEEMOTT     |
|     | 16    | ROBERT C. & JOSEPHINE G. MCGREIDY      |
|     | 17    | EMMA GERGELY                           |
|     | 18    | DANIEL P. & MELBAINE A.                |
|     | 19    | GILBERT K. & DALE L. LEHR              |
|     | 20    | RICHARD M. & ELAINE B. HECOMOVICH      |
|     | 21    | KEZRY H. & CAROLYN DAVIS               |
|     | 22    | EDWIN W. & JANET H. CRANDELL           |
|     | 23    | CHARLES M. & LUCIE C. FAINSBERT        |
|     | 24    | FIORINO & ELIS GILLIA                  |
|     | 25    | MICHAEL F. GIANOTTO                    |
|     | 26    | JAMES E. & ESTHER E. DONALDSON         |
|     | 27    | RICHARD J. & LOUISE S. PLANO           |
|     | 28    | GERARD J. & ROSEMARIE MURPHY           |
|     | 29    | CARL C. & JOSEPHINE CERMINARO          |
|     | 30    | JACK J. & SUSAN GRECO                  |
|     | 31    | EDWARD & KATHERINE MCKLOVACK           |
|     | 32    | GEORGE HOFF                            |
|     | 33    | WADE A. & JOAN STALLER                 |
|     | 34    | PETE KNELLER & DIANE LAZARD            |
|     | 35    | KENNETH & SANDUSKY SABOL               |
| 85  | 11    | LOUIS D. NEPOTE                        |
|     | 14    | ALEX & JULIA PUSKAS                    |
|     | 15    | MARY NEPOTE, SUSDOFT                   |
| 86  | 9     | PETER & HELEN NEPOTE                   |
|     | 10    | MAURICE M. TRUSTEE WEILL               |
|     | 11    | EDWARD P. SCHATKOWSKI                  |
| 600 | 3     | UNITED NEW JERSEY RAILROAD & CANAL CO. |

OWNER & SUBDIVIDER:  
JOPS CO., HOWELL OFFICE  
U.S. HWY. 9, HOWELL, N.J.  
PHONE: 201-364-2240  
MINIMUM LOT AREA = 20,000 SQ. FT.  
MINIMUM FRONTAGE = 100 FT.  
AREA SUBDIVIDED BLOCK 84 LOTS 2, 03, 2, 04, 4 & 36  
TAX MAP SHT. NO. 55  
105 ACRES

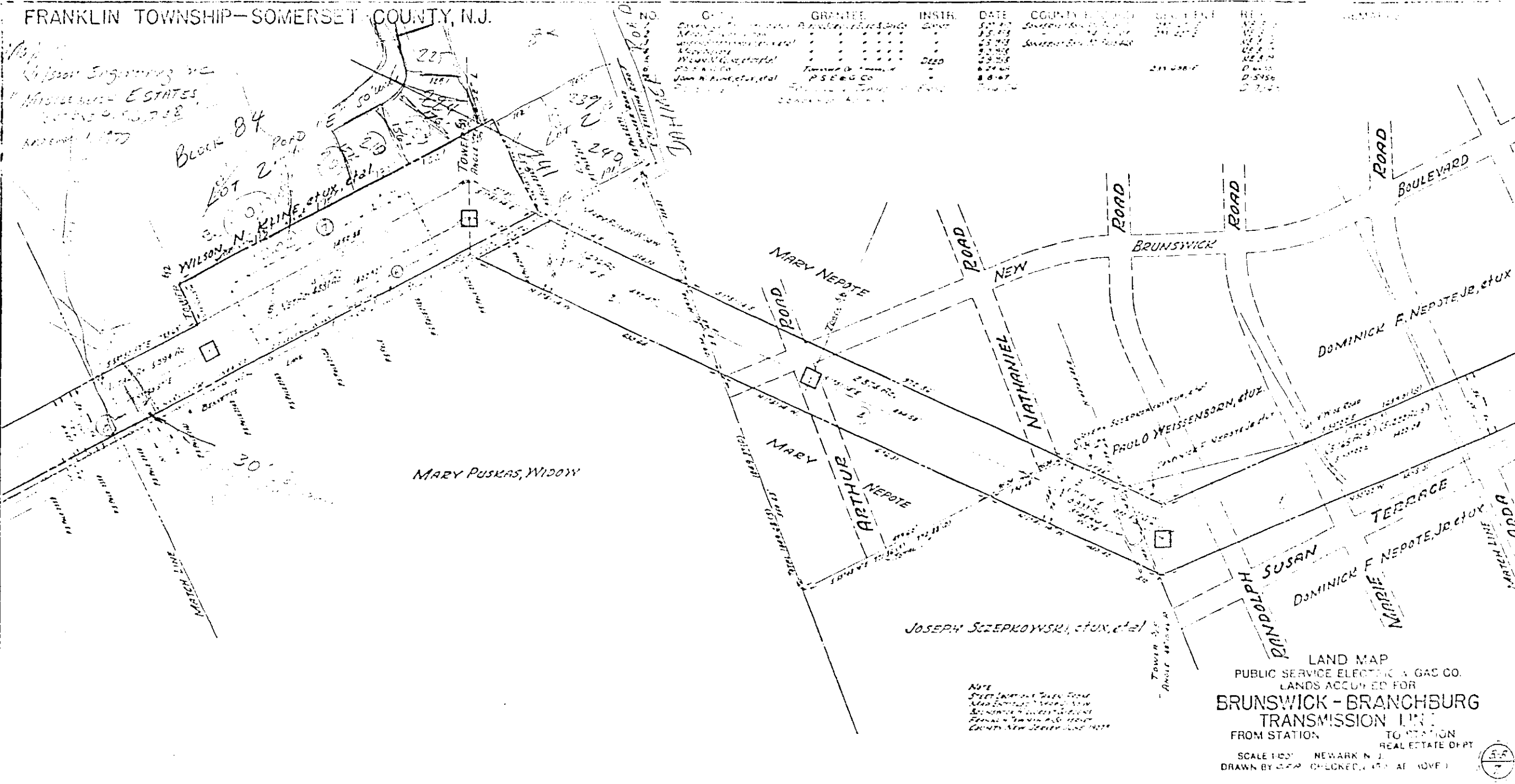


**NILSSON ENGINEERING INC.**  
CONSULTING ENGINEERS  
ERNEST T. NILSSON  
N.J.P.E. LIC. NO. 15486  
SOMERSET NEW JERSEY  
ERNEST T. NILSSON  
N.J.P.E. LIC. NO. 15486  
SOMERSET NEW JERSEY  
ERNEST T. NILSSON  
N.J.P.E. LIC. NO. 15486  
SOMERSET NEW JERSEY

SKETCH PLAT FOR  
MIDDLEBUSH ESTATES SECTIONS 4, 5, 6, 7 & 8  
SITUATED IN  
FRANKLIN TOWNSHIP SOMERSET COUNTY NEW JERSEY

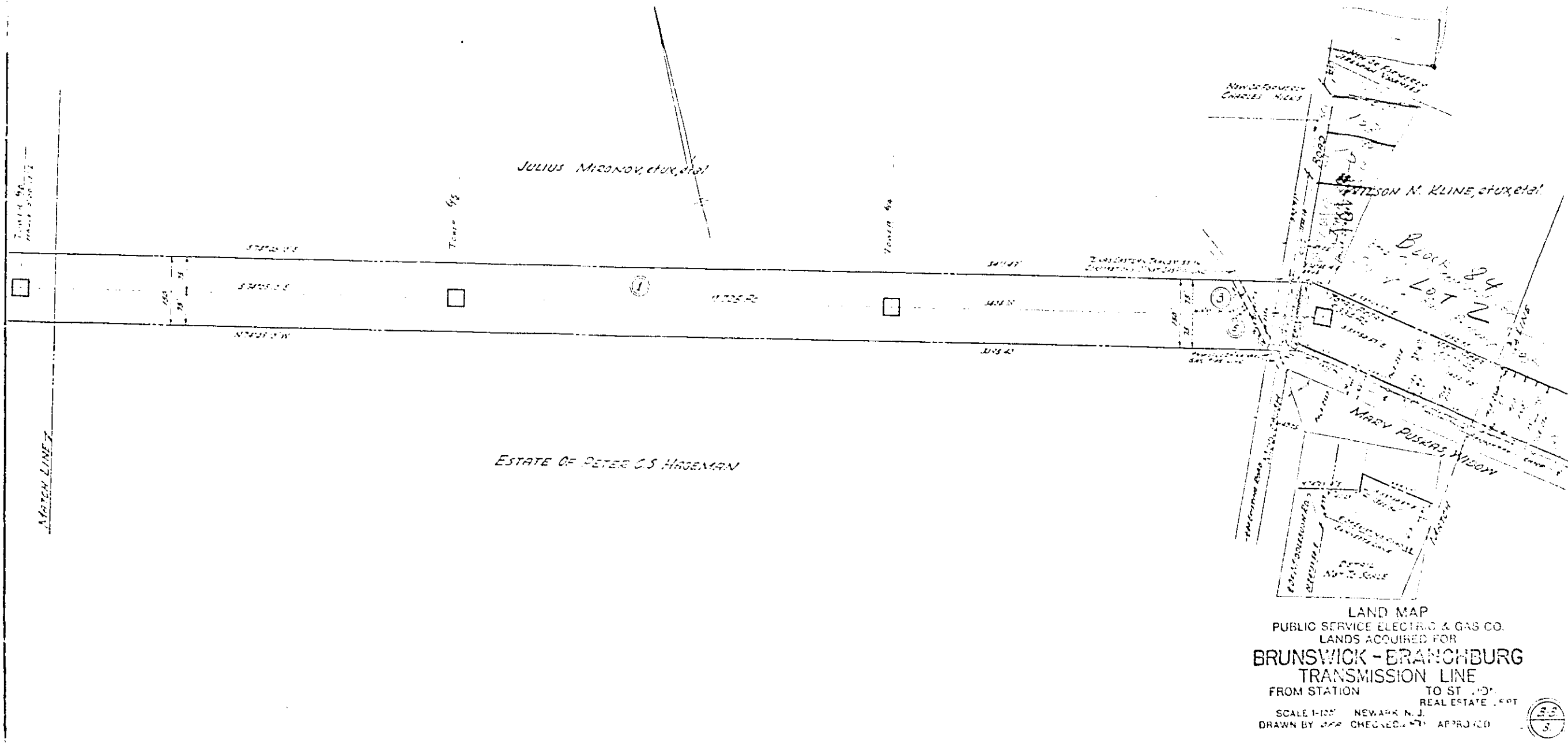
NOVEMBER 1, 1973 SCALE: 1" = 200' DWG. 444-2

FRANKLIN TOWNSHIP—SOMERSET COUNTY, N.J.



FRANKLIN TOWNSHIP—SOMERSET COUNTY, N.J.

NO	GRANTOR	GRANTEE	INSTR.	DATE	COUNTY RECORD	SECY FILE	RE FILE	RE MARKS
1	Julius Mironov, et ux, et al	Public Service Electric & Gas Co.	22847	5-1-57	Somerset R. 24-5-57	231-412	115-5-57	
2	Public Service Electric & Gas Co.	Public Service Electric & Gas Co.	22848	5-1-57			115-5-57	
3	Public Service Electric & Gas Co.	Public Service Electric & Gas Co.	22849	5-1-57			115-5-57	
4	Public Service Electric & Gas Co.	Public Service Electric & Gas Co.	22850	5-1-57			115-5-57	
5	Public Service Electric & Gas Co.	Public Service Electric & Gas Co.	22851	5-1-57			115-5-57	



LAND MAP  
 PUBLIC SERVICE ELECTRIC & GAS CO.  
 LANDS ACQUIRED FOR  
**BRUNSWICK - BRANCHBURG**  
 TRANSMISSION LINE  
 FROM STATION TO ST. 100'  
 REAL ESTATE, 1957  
 SCALE 1"=50' NEWARK, N.J.  
 DRAWN BY [Signature] CHECKED BY [Signature] APPROVED [Signature]

NOTICE GENERAL MANAGER REAL ESTATE

OWNER OF BLOCK 84

Public Service Electric & Gas Co.

REC JAN 17 AM 9:38

80 Park Place

REFER TO

LOT(S) 1 & 2.02

Newark, N. J. 07102

FILE NO.

*Have check out 1/17*

PLEASE TAKE NOTICE that a public hearing will be held at 8:00 p.m. on

February 16, 1978

at a Regular (Special) Meeting of the

Planning Board

Board of Adjustment

of the Township of Franklin, Municipal Building,

75 DeMott Lane, Somerset, New Jersey.

The subject of the hearing will be the JOPS CO. (name)

Application for Hardship Variance (Site plan, Subdivision, Use Variance, Hardship Variance,

approval to permit the following... conditional use - whichever is applicable)

To subdivide the subject premises into 180 lots which are undersized, having insufficient lot frontage and lot area due to non-compliance with Section 404.1 of the Ordinance)

Schedule Col. 2, 3, 4, 5 and Section 200.61

This plan is for the site known as Block 84, Lots 2.03, 2.04, 4 & 36 (block and lot) located in the

vicinity of South Middlebush Road and Bennetts Lane (list surrounding street or streets)

A copy of the plan and all supporting documents are on file in the office of the Board of Adjustment Planning Board or Board of Adjustment for public inspection.

DATED: January 6, 1978

APPLICANT: JOPS CO.

STREET ADDRESS: Howell Office Plaza

U.S. Highway 9

Howell, New Jersey

*Admission Bennett Lane  
50057412 and N6-3-19  
B B 1977*

ENM

July 2, 1975

P 7945

To the Associate General Solicitor

Pursuant to your request on June 30, 1975, this Company acquired ten acres of land from Burlington Green for our new Burlington Gas Distribution Headquarters at the corner of Connecticut Drive and Commerce Drive, in the Township of Burlington.

As of August 15, 1974, date of the deed of conveyance, the land was free of any Mechanic's Lien Act or stop notices.

The attached copy of this Company's title policy dated March 31, 1975 issued by Commonwealth Land Title Insurance Company shows that the lands acquired are not subject to any Mechanic's Lien or stop notices.

W. A. Doerrhoefer  
Assistant Manager -  
Real Estate

WAD:wpl

Enc.

OWNER'S TITLE INSURANCE POLICY

COMMONWEALTH LAND TITLE INSURANCE COMPANY

POLICY NUMBER

PHILADELPHIA, PENNSYLVANIA

AMOUNT

N-21898-CO

\$250,000.00

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a corporation, of Philadelphia, Pennsylvania, herein called the Company, for a valuable consideration, Does Hereby Insure

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

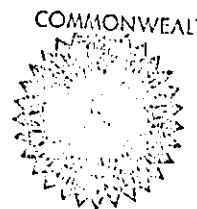
hereinafter called the Insured, the heirs, devisees, personal representatives of such Insured, or, if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated above, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or unmarketability of such title; or lack of a right of access to and from the land;

all subject, however, to the provisions of Schedules A and B and to the Conditions and Stipulations hereto annexed; all as of the effective date hereof, hereinafter shown.

In Witness Whereof, the Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed, the Policy to become valid when countersigned by an authorized officer or agent of the Company. The effective date of this Policy is the 31st day of March, A.D. 1975

COUNTERSIGNED: [Signature] Authorized Officer or Agent



By [Signature] President

Attest: [Signature] Secretary

SCHEDULE A

- The estate or interest in the land described or referred to in this schedule covered by this policy is:  
OWNER IN FEE
- Title to the estate or interest covered by this policy at the date hereof is vested in the Insured by DEED: Burlington Green, a limited partnership, to the Insured, dated August 15, 1974, recorded March 31, 1975, in Deed Book 1911, page 264.
- The land referred to in this policy is described as set forth in the said instrument above mentioned and is identified as follows:  
PREMISES: Situate in the Township of Burlington, County of Burlington and State of New Jersey.  
BEGINNING at a corner formed by the intersection of the center line of Connecticut Drive with the center line of Commerce Drive.  
BEING more fully described in Deed Book 1911, page 264.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:  
1. Rights or claims of parties other than Insured in actual possession of any or all of the property.  
2. Encroachments, easements not of record and discrepancies or conflicts in boundary lines.

3. [Signature] quarter 1974 taxes unpaid.

- Rights, public and private, in all that part of Insured premises lying within the lines of Connecticut Drive and Commerce Drive.
- Restrictions as in Deed Book 1862, page 606.



Public Service Electric and Gas Company 80 Park Place Newark, N.J. 07101 Phone 201/622-7000

December 30, 1974

File: S-7948

To the Vice President and Secretary

Enclosed for your files are the following documents, covering the conveyance of an easement situate in the Township of Franklin, Somerset County, New Jersey:

Release from Mortgage from Fidelity Union Trust Company to Public Service Electric and Gas Company, dated July 19, 1974;

Copy of Grant of Easement from Public Service Electric and Gas Company to Franklin Township Sewerage Authority, dated July 16, 1974.

Please acknowledge receipt of the above documents.

*R. B. Fitzsimmons*  
R. B. Fitzsimmons  
General Manager -  
Real Estate

OFFICE OF MANAGER - REAL ESTATE DEPARTMENT
RECEIVED
JAN 26 1975
Noted _____
Referred to _____
File No. _____

ENM:caa

Enclosures

RECEIVED AND FILED UNDER 293/365  
SECRETARY'S OFFICE

THIS INSTRUMENT, made this 16<sup>th</sup> day of July, in the year of our Lord One Thousand Nine Hundred and Seventy-four, between PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey, having its principal office at 90 Park Place, in the City of Newark, in the County of Essex and State of New Jersey, party of the first part, and the TOWNSHIP OF FRANKLIN SEWERAGE AUTHORITY, a corporation created under and by virtue of the New Jersey Municipal Utilities Authority Law, in the County of Somerset and State of New Jersey, party of the second part,

W I T N E S S E T H :

That party of the first part, for and in consideration of the sum of Three Hundred Fifty Dollars (\$350.00), lawful money of the United States of America, to it in hand paid by party of the second part, at or before the sealing and delivery of these presents, receipt of which is hereby acknowledged, party of the first part has granted and conveyed, and by these presents does grant and convey to party of the second part, and its successors and assigns, subject as hereinafter set forth, an easement to construct and maintain a sanitary sewer, hereinafter referred to as "Facility" in, under and across lands of party of the first part, situate in the Township of Franklin, County of Somerset and State of New Jersey, at the location shown in red line on the map attached hereto and made a part hereof, entitled "PUBLIC SERVICE ELECTRIC AND GAS COMPANY - ELECTRIC DEPARTMENT MAP SHOWING LOCATION OF EASEMENT TO BE GRANTED TO TOWNSHIP OF FRANKLIN SEWERAGE AUTHORITY TO CONSTRUCT AND MAINTAIN A SANITARY SEWER SITUATED IN THE TOWNSHIP OF FRANKLIN - CONNETT CO., N. J. SPAL. ENGINE DEPT. NEWARK, N. J. SCALE: 1" = 100' FEB. 22, 1974", together with the right to enter on the adjoining lands of party of the first part

so far as may be necessary for any of the purposes aforesaid.

The construction and maintenance of said Facility shall be at the sole cost and expense of party of the second part and under and subject to inspection by the Vice President - Electric Operation of party of the first part or his duly authorized representatives.

Party of the second part shall notify the Division Superintendent of party of the first part, Mr. J. F. Schwanhausser, Elizabeth Division, 900 West Grand Street, Elizabeth, New Jersey, 07202, Telephone 353-7000, Extension 500, at least forty-eight hours before any work is to be done on said Facility.

When party of the second part, its contractors, agents or employees, are operating upon the said lands, party of the first part shall have the privilege of assigning an inspector or inspectors to the job. The inspector or inspectors so assigned by party of the first part shall have full authority to prevent hazard to any and all facilities of party of the first part. The presence of the inspector or inspectors shall not relieve party of the second part of liability as hereinafter set forth. Party of the second part shall pay, upon demand, for the time and expense of the inspector or inspectors of party of the first part.

All installation and construction work by party of the second part shall be done in accordance with the provisions of the New Jersey Statute known as Chapter 249 of the Laws of 1948, being Sections 34:6-47.1 to 47.9, inclusive, of the Revised Statutes of New Jersey, 1937, and in accordance with the rules and regulations concerning precautions to be taken in the proximity of high-voltage lines for the prevention of accidents promulgated by the Commissioner of the Department of Labor and Industry of the State of New Jersey, effective

December 28, 1948, as amended and supplemented; and in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970 and of Subpart N, paragraph 1926.550 of the Rules and Regulations issued under that Act.

Party of the second part agrees to assume all risks of and liability for and to indemnify, protect and save harmless, and hereby releases party of the first part and each and every of its officers, agents, servants and employees, and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of, or result from any and all phases of the construction and maintenance of said Facility and from the use and occupancy of said lands, whether occasioned by party of the second part, or by any employee, licensee, invitee or agent of party of the second part or by party of the first part, or its employees or any other person or persons.

Party of the second part shall exercise extreme caution during the construction and maintenance of said Facility, and party of the second part shall not obstruct the entry of party of the first part to said lands nor disturb any operating facilities of party of the first part, in, on, over or under said lands.

Party of the second part shall at all times maintain a minimum clearance of fifteen (15) feet between construction equipment and the energized conductors of the party of the first part.

Party of the first part, its successors and assigns, shall at all times have the right to use said lands for any maintenance and construction work required by it.

Party of the first part assumes no responsibility or liability in connection with any law, ordinance, rule or regulation of any public or governmental body which may limit, affect, regulate or prohibit the use of said lands for the purposes aforesaid, and party of the second part shall at its own cost and expense comply with any and all rules, regulations, municipal ordinances and State regulatory statutes relating to said construction.

The easement herein granted is subject and subordinate to any and all easements, rights, privileges, other licenses or other grants of whatever nature heretofore given by the party of the first part, or otherwise created which now exist and which affect said lands, such as but not limited to, streets, roadways, underground conduits, sewers, pipes or rights-of-way.

All tools, equipment and other personal property located or placed upon said lands by party of the second part, its agents or contractors, or both, shall remain the property of the party of the second part, its agents or contractors as the case may be, and shall be removed by party of the second part, its agents or contractors, within a reasonable period after the completion of work by party of the second part.

In the event any problem of ponding or drainage shall arise as a result of the construction of said facility, it shall be corrected by party of the second part to the complete satisfaction of said Division Superintendent of party of the first part and at no cost or expense to party of the first part.

It shall be the responsibility of party of the second part to restore the right-of-way and property of party of the first part to the condition existing prior to the commencement of the construction work by party of the second

part and to the complete satisfaction and approval of said Division Superintendent of party of the first part, and at no cost or expense to party of the first part.

Upon completion of construction of said Facility, party of the second part shall furnish party of the first part with three (3) sets of "as built" plans, and such other information as may be necessary to determine the exact location, both horizontally and vertically, of said Facility.

Party of the second part agrees that there shall be no construction of any buildings or structures, or storage of materials, equipment or parking of vehicles within the right-of-way of party of the first part.

The provisions of this Indenture shall be obligatory upon the respective parties hereto and their successors and assigns until such time as party of the second part shall abandon said Facility for a period of one (1) year from the date of completion of construction of the Facility, which construction shall be completed within five (5) years from the date hereof. In the event of such abandonment, the easement herein granted shall be null and void and the rights herein granted shall revert to party of the first part, and upon notice from the party of the first part to party of the second part that such rights have reverted, party of the second part will within six (6) months after the date of such notice remove said Facility from the lands of party of the first part, and if said Facility is not removed from the lands of party of the first part at the expiration of said six (6) months, then party of the first part may remove said Facility from said lands of party of the first part at the cost and expense of party of the second part.

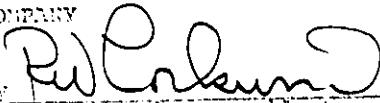
By the acceptance of this Indenture and the recording

thereof, the party of the second part, its successors and assigns, agree to abide by the terms and conditions herein contained and shall be deemed a signatory hereto.

IN WITNESS WHEREOF, party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed and attested by its proper officers thereunto duly authorized, all as of the day and year first above written.

PUBLIC SERVICE ELECTRIC AND GAS  
COMPANY

By



Vice President

R. W. LOCKWOOD

Attest:

W. J. MULLER

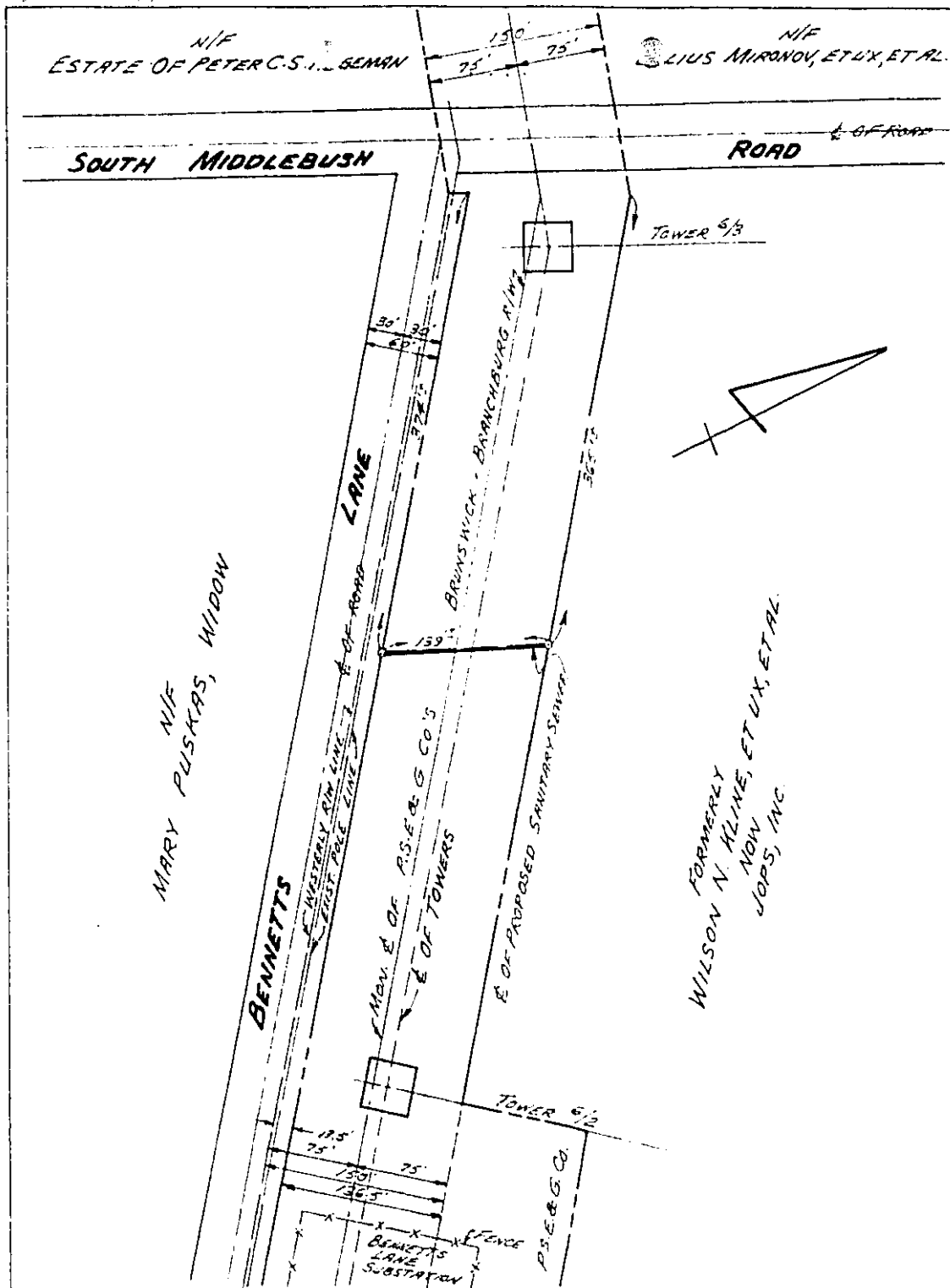
Assistant Secretary

APPROVED  
AS TO  
FORM  
JH





55



PUBLIC SERVICE ELECTRIC AND GAS COMPANY  
 ELECTRIC DEPARTMENT  
 MAP SHOWING LOCATION OF  
 EASEMENT TO BE GRANTED  
 TO  
 TOWNSHIP OF FRANKLIN SEWERAGE AUTHORITY  
 TO  
 CONSTRUCT AND MAINTAIN A SANITARY SEWER  
 SITUATED IN THE  
 TOWNSHIP OF FRANKLIN CO. SOMERSET CO., N.J.  
 REAL ESTATE DEPT. NEWARK, N.J.  
 SCALE: 1"=100' FEB. 22, 1974

This Indenture, made this *Nineteenth* day of *July*,  
nineteen hundred and *seventy-four*, between FIDELITY UNION TRUST COMPANY,  
a trust company of the State of New Jersey, as Trustee, hereinafter designated "Trustee," and  
PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey,  
hereinafter sometimes designated "Public Service," WITNESSETH:

WHEREAS, Public Service executed to Trustee a certain indenture of Mortgage dated  
August 1, 1924, to secure First and Refunding Mortgage Gold Bonds, issuable in series, which  
mortgage is recorded in the Clerk's office of Somerset  
County, in Book *17-10* of Mortgages, on pages *1* etc.; and

WHEREAS, Public Service has complied with all of the requirements of the aforesaid mort-  
gage to entitle it to a release of the property hereinafter described  
from the lien thereof:

NOW, THEREFORE, Trustee, for and in consideration of the premises, the sum of One  
Dollar (\$1.00), lawful money of the United States of America, ~~and the receipt whereof is hereby acknowledged~~  
receipt whereof is hereby acknowledged, has consented and agreed to the conveyance of the  
property hereinafter described to Franklin Township Sewerage  
Authority

for the sum of *THREE HUNDRED FIFTY DOLLARS (\$350.00)*

and has remised, released, quitclaimed, and discharged, and by these presents does remise, release,  
quitclaim, and discharge from the lien and operation of the hereinbefore-mentioned mortgage and  
its supplements,

an easement to construct and maintain a sanitary sewer  
in, under and across lands of Public Service Electric and Gas  
Company situate in the Township of Franklin, County of Somerset and  
State of New Jersey, shown in red line on the map attached hereto  
and hereby made a part hereof, entitled "PUBLIC SERVICE ELECTRIC  
AND GAS COMPANY ELECTRIC DEPARTMENT MAP SHOWING LOCATION OF  
EASEMENT TO BE GRANTED TO TOWNSHIP OF FRANKLIN SEWERAGE AUTHORITY  
TO CONSTRUCT AND MAINTAIN A SANITARY SEWER SITUATED IN THE TOWNSHIP  
OF FRANKLIN SOMERSET CO., N. J. REAL ESTATE DEPT. NEWARK,  
N. J. SCALE: 1" = 100' FEB. 22, 1974".

COPIED COPY

APPROVED  
AS TO  
FORM  
Cik 1/17

Holding, saving, and reserving the lien and operation of said mortgage upon all the remaining property and franchises embraced in and covered by the lien of said mortgage, whatsoever the same may be.

In Witness Whereof, Trustee has hereunto set its seal and caused these presents to be signed and attested by its proper officers thereunto duly authorized, all as of the day and year first aforesaid.

FIDELITY UNION TRUST COMPANY,  
as Trustee aforesaid,  
By

W. Patterson  
2nd Vice President & Trust Officer

Attest:

J. D. [Signature]  
Assistant Secretary

STATE OF NEW JERSEY }  
COUNTY OF ESSEX }SS

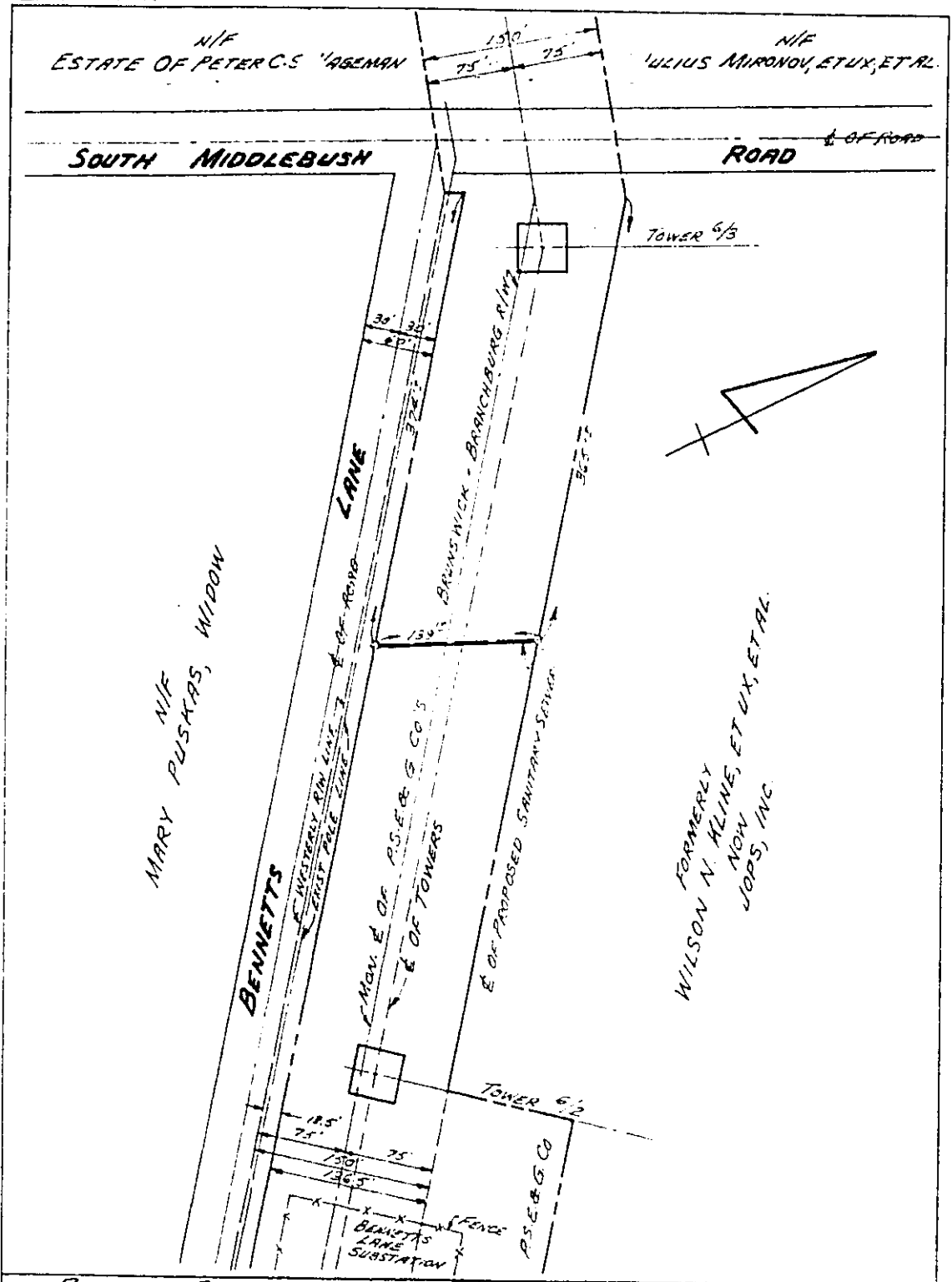
BE IT REMEMBERED, that on this *Nineteenth* day of *July*,  
in the year of our Lord nineteen hundred and *seventy-four*  
before me, the subscriber, a Notary Public of the State of New Jersey, personally  
appeared *A. Patterson*, who, I am satisfied, is *2nd Vice President*  
of FIDELITY UNION TRUST COMPANY, the trust company named in and which executed the  
foregoing instrument as Trustee, and is the person who signed said instrument as such officer for  
and on behalf of said trust company, and he acknowledged that said instrument was made by said  
trust company and sealed with its seal as the voluntary act and deed of said trust company by  
virtue of authority from its Board of Directors.

*Ida H. Brudnicki*  
*Notary Public of N.J.*  
*My Comm. Expires 3/1/75*

The within instrument was prepared by E. N. Madejewski.

*Recorded in the*  
*Office of*  
*Essex County*  
*on December 10, 1974*  
*in Book 45, Record*  
*on Page 309, etc.*

CCS



PUBLIC SERVICE ELECTRIC AND GAS COMPANY  
 ELECTRIC DEPARTMENT  
 MAP SHOWING LOCATION OF  
 EASEMENT TO BE GRANTED  
 TO  
 TOWNSHIP OF FRANKLIN SEWERAGE AUTHORITY  
 TO  
 CONSTRUCT AND MAINTAIN A SANITARY SEWER  
 SITUATED IN THE  
 TOWNSHIP OF FRANKLIN CO SOMERSET CO., N.J.  
 REAL ESTATE DEPT. NEWARK, N.J.  
 SCALE: 1"=100' FEB. 22, 1974



**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



2018017144

STEVE PETER COUNTY CLERK  
SOMERSET COUNTY, NJ  
2018 MAY 10 11:39:06 AM  
BK: 7042 PG: 1030-1036  
CONS: \$435,000.00 EXEMPT: 0A  
NJ XFER FEE: \$1,645.50  
INSTRUMENT # 2018017144

(Official Use Only)

DATE OF DOCUMENT: April 25, 2018 (Delivered April 30, 2018)	TYPE OF DOCUMENT: DEED
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) Kline, Jr., Harry Nevin Kline, Diane Husband and Wife	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) Public Service Electric & Gas Company, a New Jersey Corporation
ADDITIONAL PARTIES:	

**THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY**

MUNICIPALITY: Township of Franklin	MAILING ADDRESS OF GRANTEE:  135 Dahmer Road, Somerset, NJ 08873
BLOCK: 84.03	
LOT: 2.10 (F/K/A BLOCK 84 LOT 2.10)	
CONSIDERATION: 435,000.00	

**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**

# DEED

This Deed is made on April 25, 2018  
and delivered on April 30, 2018

## BETWEEN

**HARRY NEVIN KLINE, JR. and DIANE KLINE, husband and wife**, whose post office address is *135 Dahmer Road, Somerset, New Jersey, 08873*, referred to as the Grantor,

## AND

**PUBLIC SERVICE ELECTRIC & GAS COMPANY, a New Jersey Corporation**, whose post office address is *80 Park Plaza, T6B, Newark, New Jersey, 07102*, referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**1. Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS-----00/100 (\$435,000.00)**. The Grantor acknowledges receipt of this money.

**2. Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of *Franklin Township* Block No. *84.03*; Lot No. *2.10 (formerly known as Block 84, Lot 2.10)*  
 No property tax identification number is available on the date of this deed. (Check box if applicable.)

**3. Property.** The Property consists of the land and all the buildings and structures on the land in the *Township of Franklin*, County of *Somerset* and State of *New Jersey*. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

**COMMONLY** known as *135 Dahmer Road, Franklin Township (Somerset P.O.), New Jersey*.

**BEING** the same premises conveyed to *Harry Nevin Kline Jr. and Diane Kline, husband and wife*, by deed of *Harry Nevin Kline, Jr. and Diane Kline, husband and wife*, which deed is dated *October 21, 1999*, and recorded in the *Somerset* County Clerk's Office on *November 24, 1999*, in Deed Book *2269*, Page *544* and by Deed from *Harry Nevin Kline Jr.*, which deed is dated *December 11, 1987* and recorded *January 13, 1988* in the *Somerset* County Clerk's office in Deed Book *1666*, Page *756*.

Prepared by:

(For Recorder's Use Only)

  
\_\_\_\_\_  
**PETER J. HENDRICKS, ESQ.**

**SCHEDULE A**

(continued)

File No. ORN7798

## LEGAL DESCRIPTION

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

**BEGINNING** at a capped pin set for a corner to Block 84.03, Lot 2.10 (as about to be described herein) at a point-of-tangency for a curve connecting the northeasterly line of Bennetts Lane (Variable Width Right-of-Way) with the northwesterly line of Dahmer Road (60' Wide Right-of-Way), said corner being located 23.22 feet as measured in a southwesterly direction along the northeasterly line of said Bennetts Lane from a concrete monument found at the projected intersection of the same with the northwesterly line of said Dahmer Road; said corner also being the point-of-beginning for lands as about to be described herein as previously set forth in Deed Book 2269, Page 544; furthermore said beginning point having New Jersey State Plane Coordinate Grid System Coordinate Values (NAD '83-2011) of North: 601,296.781 feet; East: 484,171.850 feet, running thence using ground distances and a NAD "83-2011 N.J.S.P.C.S. bearing base the following five (5) courses along the bounds of Block 84.03, Lot 2.10;

- (1) Along the aforementioned northeasterly line of Bennetts Lane, North 53°15'26" West, a distance of 259.45 feet to a capped pin set for a corner to the same located along or near the projected southerly range of the dividing line between Block 84.03, Lot 2.10 and Lot 2.02, thence;
- (2) Along or near the dividing line between Block 84.03, Lot 2.10 and 2.02, North 36°44'34" East, a distance of 200.00 feet to a capped pin set for a corner in or near line of the same, corner to Block 84.03, Lot 3.01, thence;
- (3) Along the dividing line between Block 84.03, Lot 2.10 and 3.01, South 53°15'26" East, a distance of 296.61 feet to a capped pin set for a corner located at the intersection of the same with the aforementioned northwesterly line of Dahmer Road, thence;
- (4) Along the northwesterly line of said Dahmer Road, South 42°09'34" West, a distance of 182.70 feet to a capped pin set for a corner at a point-of-curvature in line of the same, thence;
- (5) Along the same on a curve to the right connecting the northwesterly line of said Dahmer Road with the northeasterly line of said Bennetts Lane, having a radius of 20.00 feet, an arc length of 29.53 feet, turning a central angle of 84°35'42", the chord of which bears, South 84°26'43" West, a chord distance of 26.92 feet to the point and place of **BEGINNING**.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 2.10 in Block 84.03 on the Township of Franklin Tax Map.

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

COUNTY

SOMERSET

County Municipal Code 1808

FOR RECORDER'S USE ONLY
Consideration \$ 435,000.00
RTF paid by seller \$ 1,645.50
Date 5-10-18 By VG

MUNICIPALITY OF PROPERTY LOCATION FRANKLIN 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, Diane Kline, being duly sworn according to law upon his/her oath, deposes and says that he/she is the one of the Grantors in a deed dated April 25, 2018 transferring real property identified as Block number 84.03 Lot number 2.10 located at 135 Dahmer Road, Franklin Township, Somerset P.O., New Jersey, 08873 and annexed thereto.

(2) CONSIDERATION \$ 435,000.00 (Instructions #1 and #5 on reverse side) 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: (See 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 (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 (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. \*
B. BLIND PERSON Grantor(s) legally blind or; \*
C. 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 and #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 April, 2018

Diane Kline Signature of Deponent

DIANE KLINE Grantor Name

135 Dahmer Road Somerset, NJ 08873

135 Dahmer Road Somerset, NJ 08873

Deponent Address

Grantor Address at Time of Sale

XXX-XXX- 408

PETER J. HENDRICKS, ESQ.

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

PETER J. HENDRICKS, ESQ. An Attorney at Law of the State of New Jersey

FOR OFFICIAL USE ONLY
Instrument Number Deed Number Deed Dated 4-25-18
County Somerset Book Page Date Recorded 5-10-18

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



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

GIT/REP-3  
(9-2015)

(Please Print or Type)

**SELLER'S INFORMATION**

Name(s)  
HARRY NEVIN KLINE JR. and DIANE KLINE, husband and wife,

Current Street Address  
119 Dahmer Road

City, Town, Post Office Box Somerset	State NJ	Zip Code 08873
---	-------------	-------------------

**PROPERTY INFORMATION**

Block(s) 84.03	Lot(s) 2.10 (f/k/a Block 84, Lot 2.10)	Qualifier
-------------------	---	-----------

Street Address  
135 Dahmer Road

City, Town, Post Office Box Franklin Township (Somerset P.O.)	State NJ	Zip Code 08873
--	-------------	-------------------

Seller's Percentage of Ownership 100%	Total Consideration \$435,000.00	Owner's Share of Consideration \$435,000.00	Closing Date 4/30/2018
--	-------------------------------------	--	---------------------------

**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.

4/25/2018  
Date

4/25/2018  
Date

Signature Harry Nevin Kline Jr.  
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

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

The street address of the Property is: *135 Dahmer Road, Franklin Township (Somerset P.O.), New Jersey.*

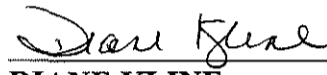
**4. Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to Grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property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

**5. Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

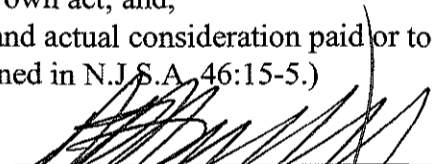
Witnessed By:

 (Seal)  
**HARRY NEVIN KLINE JR.**

  
**PETER J. HENDRICKS**, An Attorney  
at Law of the State of New Jersey

 (Seal)  
**DIANE KLINE**

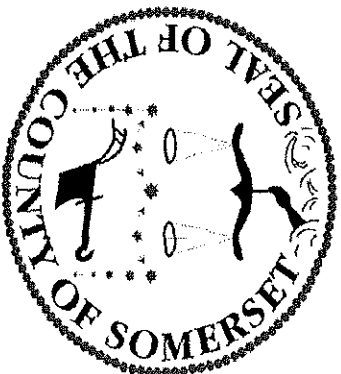
**STATE OF NEW JERSEY, COUNTY OF MIDDLESEX** **SS.:**  
I CERTIFY that on *April 25, 2018*, **HARRY NEVIN KLINE JR. and DIANE KLINE**,  
*husband and wife*, personally came before me and stated to my satisfaction that his person (or if  
more than one, each person):  
(a) was the maker of this Deed;  
(b) executed this Deed as his or her own act; and,  
(c) made this Deed for 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.)

  
**PETER J. HENDRICKS**, An Attorney at  
Law of the State of New Jersey

**RECORD AND RETURN TO:**

~~Public Service Electric & Gas Company  
80 Park Plaza, T6B  
Newark, New Jersey 07102~~

**Cortes & Hay, Inc.**  
**110 Main Street**  
**P.O. Box 454**  
**Flemington, NJ 08822**



STEVE PETER  
SOMERSET COUNTY CLERK  
20 GROVE STREET  
P.O. BOX 3000  
SOMERVILLE, NJ 08876-1262

\*\*\*\*\*  
Recorded: 05/10/2018 11:39:06 AM  
Book: OPR 7042 Page: 1030-1036  
Instrument No.: 2018017144  
DEED 7 PGS \$93.00  
CONSIDERATION: \$435,000.00  
EXEMPTION: OA  
NJ REALTY XFER FEE: \$1,645.50  
Recorder: GONCALVES  
\*\*\*\*\*

**DO NOT DISCARD**



2018017144