

September 9, 2024

VIA ELECTRONIC MAIL

Sherri L. Golden, Secretary of the Board
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Trenton, New Jersey 08625

Re: Notice of Sale of Real Property Pursuant to N.J.A.C. 14:1-5.6
Public Service Electric and Gas Company
Lot 180 in Block 48.21
5 Meyersville Road, Chatham Township (Green Village), Morris County, NJ

Dear Secretary Golden:

Public Service Electric and Gas Company (“PSE&G” or the “Company”) hereby provides notice of the sale of real property not used by or useful to the utility and having a net book cost and sale price not in excess of \$500,000. As required by N.J.A.C. 14:1-5.6(d), PSE&G is providing this notice not less than thirty days prior to the effective date of the proposed sale.

PSE&G executed an Agreement to Convey real property known as Block 48.21, Lot 180 on the municipal tax map of the Township of Chatham, Morris County, New Jersey (the “Property”). The Property consists of 1.078 acres, with an estimated book cost of \$68,153.89. The effective date of the proposed sale will be the date that the Board Secretary certifies one true copy of this notice, per N.J.A.C. 14:1-5.6(e).

The Property was part of what was once referred to as Ferber Farm (the “Farm”). PSE&G purchased the Farm on December 12, 2019 for use as a laydown yard and for purposes of potential environmental mitigation due to work within the Great Swamp National Wildlife Refuge. The Farm consisted of 53.630 acres across multiple lots in Chatham and Harding Townships. The Property is approximately two percent (2%) of the Farm. A subdivision map reflecting PSE&G’s subdivision of the Farm is attached as **Attachment A**.

On or about the date hereof, PSE&G is also providing the Board with a petition for approval of the sale of real property pertaining to another parcel that was part of the Farm (Block 48.21, Lot 174.03), which is being conveyed to the Great Swamp Watershed Association.

On the following pages, PSE&G provides the information required by N.J.A.C. 14:1-5.6(e)(1) - (9). Pursuant to the regulation, PSE&G requests that thirty (30) days from this notice (*i.e.*, on October 9, 2024), the Secretary certify on a true copy of the notice that such transfer is deemed to be in the ordinary course of business and within the statutory provision.

Information Required by N.J.A.C. 14:1-5.6(e)(1) – (9)

1. The name of transferee or lessee, the consideration or rental and method of payment thereof, all rights, if any, reserved by the transferor or lessor.

Name of transferee/buyer: Green Village Fire Department, a nonprofit corporation of the State of New Jersey

Consideration: One Dollar (\$1.00)

Method of payment: n/a

Rights Reserved to PSE&G: The right of construction or maintenance, or both, of poles, wires, cables, underground conduits, gas mains, telecommunication facilities and appurtenances on the Property, together with the right to trim, cut and remove at any time and without prior notice, any and all trees now located and which may hereafter be located on the Property, which in the judgment of the duly authorized representatives of PSE&G, its affiliates, successors and assigns, endanger said poles, wires, cables, underground conduits, gas mains, telecommunication facilities and appurtenances in substantially their present location in, on, over, under, along, through and across the Property, to alter, replace, relocate or add additional electric, telecommunication and/or gas facilities, together with all necessary towers, conductors, poles, conduits, wires, cables, pipes, fittings and appurtenances, and gas mains, as the needs of the business of PSE&G, its affiliates, successors and assigns, may dictate, together with the right to trim, cut down and remove, at any time and without prior notice, any and all trees or excessive growth which in the judgment of the duly authorized representatives of PSE&G, its affiliates, successors and assigns, interfere with or endanger the construction, reconstruction, inspection, operation and maintenance of said electric, telecommunication and/or gas facilities; together with the right of access at any time and without prior notice, for any of the aforesaid purposes, and together with the absolute right, liberty and sole authority of PSE&G to assign the use thereof, independent of, or together or in conjunction with PSE&G.

The right of construction, maintenance or both, of poles, wires, underground conduits, gas mains and appurtenances and telecommunication facilities on or in the street abutting the Property, together with the right to trim, cut and remove, at any time and without prior notice,

any and all trees now located and which may hereafter be located either in the street or on the Property, which in the judgment of the duly authorized representative of PSE&G, its successors and assigns, endanger said poles, wires, underground conduits, gas mains, telecommunication facilities and appurtenances.

2. A copy of the agreement or lease and a map of the real property.

A copy of the Agreement to Convey is attached as **Attachment B** and a survey map of the Property (including a metes and bounds description) is attached as **Attachment C**.

3. A statement that the proposed consideration or rental represents the fair market value of the property to be conveyed, or the fair rental value of the property to be leased, giving the basis for the conclusion reached.

An appraisal of the Property has not been performed since this conveyance is being made for purpose of mitigating certain temporary and permanent impacts made by PSE&G to the Great Swamp National Wildlife Refuge, a division of the U.S. Fish & Wildlife Service, as set forth in a Mitigation Document, a copy of which is attached as **Attachment D**.

4. A statement of any relationship between the parties other than that of transferor and transferee, or lessor or lessee, or a statement that there is no such other relationship, as the case may be.

There is no relationship between the parties other than that of transferor/seller and transferee/buyer.

5. The amount at which the property is carried on the utility's books.

The Property being conveyed is carried on PSE&G's book in the amount of \$68,153.89.

6. A statement as to whether or not the property is income producing and, if so, details as to whether the petitioner pays all carrying charges including taxes. In addition, such statement shall include the assessed valuation of the property.

The Property is not income producing.

Because of the subdivision to the Farm being so new, actual tax figures have not yet been issued by the township tax assessor. However, the 1.078 acres being conveyed is calculated to be 2.00% of the entire Farm (53.630 acres). The entire Farm is assessed at \$2,948,200, 2.00% of which is \$58,964.00.

7. A statement, in the case of a proposed sale, that the property is not used by or useful to the utility, and in the case of a proposed lease, grant or permission, that the transaction will not compromise the ability of the utility to render service.

The Property is no longer in use by PSE&G as a laydown yard, nor is it useful to PSE&G for another purpose, and the sale thereof will not compromise the ability of PSE&G to render service.

8. A verification by a properly authorized officer, partner or proprietor of the statements contained in the notice.

Please see attached **Attachment E** for the verification of Roger J. Trudeau, Manager Corporate Real Estate Transactions, PSEG Services Corporation.

9. A blank space of three inches shall be provided at the bottom of the first page of the notice for the Secretary's certification.

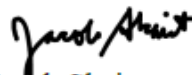
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Please do not hesitate to contact me should you have any questions or require further information.

Thank you.

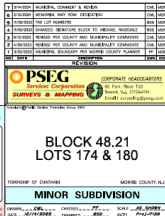
Very truly yours,


Jacob Skaist

Encls.

cc: Stacy Peterson, Director Division of Energy, Board of Public Utilities
Brian O. Lipman, Director, New Jersey Division of Rate Counsel
T. David Wand, Managing Attorney – Electric, New Jersey Division of Rate Counsel

SUBDIVISION MAP ENCOMPASSING THE ENTIRE FERBER FARM



ATTACHMENT B
AGREEMENT TO CONVEY

AGREEMENT TO CONVEY

THIS AGREEMENT TO CONVEY (the “Agreement”) is dated May 30, 2024, 2024 (the “Effective Date”) by and between PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey having an address of 80 Park Plaza, T20, Newark, New Jersey 07102 (“PSE&G”), and GREEN VILLAGE FIRE DEPARTMENT, a non-profit corporation of the State of New Jersey having an address of 529 Green Village Road, Green Village, New Jersey 07935 (the “Fire Department”).

RECITALS

A. PSE&G is the fee owner of certain real property located in the Township of Chatham, Morris County, New Jersey, as more particularly described on Exhibit A attached hereto and made a part hereof (the “Overall PSE&G Property”).

B. Pursuant to the Mitigation Document (as hereinafter defined), the U.S. Fish and Wildlife Service and PSE&G contemplate that PSE&G will convey to the Fire Department a portion of the Overall PSE&G Property (as more fully defined below, “Lot 180”) in order to resolve certain access issues that the Fire Department is currently experiencing.

C. PSE&G has agreed to convey Lot 180 to the Fire Department as contemplated by the Mitigation Document, subject to and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement:

“BPU” means the New Jersey Board of Public Utilities.

“Closing” means the consummation of the transaction contemplated by this Agreement on the Closing Date.

“Closing Date” means the effective date of the Closing of the conveyance of Lot 180 to the Fire Department as contemplated by this Agreement.

“Due Diligence Period” means the period of time commencing on the Effective Date and terminating at 5:00 p.m. on the date that is thirty (30) days after the Effective Date.

“Due Diligence Termination Notice” means a written notice from the Fire Department to PSE&G terminating this Agreement prior to the expiration of the Due Diligence Period.

“Environmental Laws” means federal, state and local laws, ordinances, rules, regulations, court orders and common law related in any way to the protection of the environment, health or safety, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq.; the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq.; the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq.; and the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq.; and such laws, ordinances, rules, regulations, court orders, judgments and common law which govern (A) the existence, cleanup and/or remedy of contamination on real property; (B) the protection of the environment from spilled, deposited or otherwise emplaced contamination; (C) the control of hazardous substances or hazardous wastes; or (D) the use, generation, transport, treatment, removal, storage, discharge or recovery of hazardous substances or hazardous wastes, including building materials.

“Existing Cabin” means the small, one-story structure which is currently located on Lot 180.

“Final BPU Approval” means final, written approval from the BPU consisting of either (i) a written Order approving the conveyance of Lot 180 by PSE&G to the Fire Department or (ii) a letter stating that the conveyance of Lot 180 by PSE&G to the Fire Department is deemed to be in the ordinary course of business.

“Final Subdivision Approval” means final, non-appealable and perfected subdivision approval of the Subdivision from the planning board or zoning board of adjustment, as appropriate, of both the Township of Chatham and, if required, the Township of Harding.

“Hazardous Substance” means any substance or material (whether solid, liquid or gas) that is classified, designated or identified as hazardous or toxic under applicable Environmental Laws or that is otherwise regulated pursuant to applicable Environmental Laws.

“Indemnification Agreement” means a written indemnification agreement executed and delivered at Closing by PSE&G in favor of the Fire Department and its title company, in form and substance reasonably satisfactory to all such parties, which (i) indemnifies the Fire Department and the title company with respect to any losses they incur as a result of the existence of the PSE&G Judgments and (ii) is sufficient to enable the title company to provide title insurance with respect to Lot 180 without exception for the PSE&G Judgments.

“Lot 180” means the portion of the Overall PSE&G Property – consisting of approximately 1.229 acres – identified as “Proposed Lot 180” on Exhibit B attached hereto and made a part hereof. The parties acknowledge that, except for the Existing Cabin, Lot 180 consists of vacant land only, and that there are currently no other improvements located on Lot 180.

“Mitigation Document” means the mitigation document dated March 14, 2023 and updated January 29, 2024, issued by the U.S. Fish & Wildlife Service with respect to PSE&G’s Roseland Switch to Branchburg Switch Transmission Line Replacement Project, a copy of which is attached hereto and made a part hereof as Exhibit D.

“Permitted Encumbrances” means, with respect to Lot 180, (i) municipal zoning ordinances and applicable governmental regulations, (ii) current taxes not then due and payable and (iii) easements, restrictions and other matters which are of public record as of the date hereof.

“PSE&G Judgments” means, collectively, (i) any and all judgments entered against PSE&G by any court, administrative body or other governmental authority which are outstanding as of the Effective Date and (ii) any and all judgments which are entered against PSE&G by any court, administrative body or other governmental authority between the Effective Date and the Closing Date.

“PSE&G Real Property Committee Approval” means a final written consent from PSE&G’s Real Property Committee approving the conveyance of Lot 180 to the Fire Department as contemplated by this Agreement.

“Reservation of Rights” means the reservation of rights with respect to Lot 180 – as more fully set forth on Exhibit C attached hereto and made a part hereof – which will (i) be reserved by, and run in favor, of PSE&G, (ii) be set forth at length in the Deed to Lot 180 delivered by PSE&G to the Fire Department at Closing and (iii) run with the land in perpetuity.

“Restrictions on Transfer” means the restrictions on the transfer of Lot 180 – as more fully set forth on Exhibit E attached hereto and made a part hereof – which will (i) be set forth at length in the Deed to Lot 180 delivered by PSE&G to the Fire Department at Closing and (ii) run with the land in perpetuity.

“Subdivision” means the subdivision of the Overall PSE&G Property which results in the creation of Lot 180.

2. Conveyance of Lot 180 to Fire Department. On the Closing Date, and subject to the terms and conditions of this Agreement, PSE&G shall convey fee simple title to Lot 180 to the Fire Department. The parties acknowledge that the conveyance of Lot 180 by PSE&G to the Fire Department fulfills PSE&G’s obligation under the terms of the Mitigation Document, and no cash consideration shall be paid by the Fire Department to PSE&G therefor.

3. As-Is Condition; Disclaimers; Release

(a) PSE&G is conveying Lot 180 to the Fire Department in its “as-is,” “where-is” and “with-all-faults” condition. PSE&G does not make any warranty, guaranty or representation, and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present or future, of, as to or concerning Lot 180, and the Fire Department acknowledges that it has not relied, and is not relying, upon any representation,

warranty, promise or statement, written or oral, express or implied, of PSE&G, or anyone acting for or on behalf of PSE&G, as to or concerning Lot 180. Without limiting the generality of the foregoing, it is understood and agreed that (i) PSE&G makes no representations or warranties about the Existing Cabin, (ii) PSE&G shall have no obligation to repair, remove or otherwise take any action with respect to the Existing Cabin and (iii) the Fire Department shall accept title to Lot 180 at Closing with the Existing Cabin located thereon.

(b) Effective as of the Closing Date, and in addition to the provisions of Paragraph 9 hereof, the Fire Department shall, and hereby does, (i) fully release PSE&G, its parents, subsidiaries, affiliates, employees, members, officers, directors, principals, attorneys, representatives and agents, and their respective heirs, successors and assigns, from any and all claims, costs, losses, liabilities, damages, expenses, demands or causes of action now or hereafter arising from or related to any matter of any kind or nature, whether known or unknown, relating to Lot 180 or the use or ownership thereof, (ii) agree not to institute, prosecute or facilitate any action, claim, proceeding or suit against PSE&G, directly or indirectly, arising from or out of, or in connection with, any claim relating to any of the foregoing, and (iii) assume all risk, responsibility and liability for any and all matters relating to Lot 180.

(c) The Fire Department, with its own counsel, (i) has fully reviewed the disclaimers, waivers, releases, assumptions, and other provisions set forth in this Agreement, and understands the significance and effect thereof, and (ii) acknowledges and agrees that such disclaimers, waivers, releases, assumptions, and other provisions are an integral part of this Agreement, and that PSE&G would not have agreed to enter into this Agreement and consummate the transactions contemplated hereby without such disclaimers, waivers, releases, assumptions, and other provisions set forth in this Agreement.

(d) The provisions of this Paragraph 3 shall survive the Closing and the recordation of the Deed into the Fire Department.

4. Title.

(a) Title to Lot 180 shall be conveyed by PSE&G by Bargain and Sale Deed with Covenant As To Grantor's Acts, free and clear of all liens and encumbrances except for the Permitted Encumbrances, the PSE&G Judgments, the Reservation of Rights and the Restrictions on Transfer. The title to be conveyed shall be good and marketable, and insurable, at ordinary rates, by a title insurance company authorized to do business in New Jersey.

(b) The Fire Department acknowledges that the PSE&G Judgments will not be paid or satisfied on or before the Closing Date, and that they therefore will constitute liens on Lot 180 at Closing. Accordingly, in order to facilitate the Closing, and notwithstanding the provisions of clause (a) above, (A) the Fire Department agrees to take title to Lot 180 on the Closing Date subject to all of the PSE&G Judgments and the liens arising therefrom, and (B) in exchange therefor, PSE&G shall, at Closing, execute the Indemnification Agreement.

5. Due Diligence.

(a) The Fire Department shall have the right, during the Due Diligence Period, to enter upon Lot 180 in order to perform such tests, inspections and investigations (collectively, the "Inspections") as the Fire Department reasonably deems necessary. Notwithstanding the foregoing, however, in no event shall the Fire Department undertake, cause or permit a Phase II site investigation or any drilling, boring or other intrusive sampling or testing at Lot 180 without PSE&G's prior written consent in its sole and absolute discretion. In connection with its Inspections, the Fire Department shall comply, and shall cause each of its representatives, consultants and contractors to comply, with all applicable laws, ordinances, regulations and other governmental requirements, and shall obtain and maintain, at its sole cost, any and all required governmental permits, licenses and approvals. All Inspections shall be performed during normal business hours upon reasonable prior notice to PSE&G, and PSE&G's representative(s) shall have the right to accompany the Fire Department during the performance of all Inspections. In no event shall the Fire Department permit any licensed site remediation professional (LSRP) to access Lot 180, perform any Inspections or review any Inspection results without PSE&G's prior written consent in its sole discretion. All costs and expenses in connection with the Fire Department's Inspections shall be paid by the Fire Department. In no event shall PSE&G have any obligation to repair or remediate any condition, or be responsible for the cost of repairing or remediating any condition, at Lot 180 which is revealed by the Inspections.

(b) Prior to the Fire Department's entry onto Lot 180 to perform Inspections, the Fire Department shall provide, or shall cause its agents and contractors to provide, PSE&G with a certificate of insurance (with respect to comprehensive general liability insurance, professional liability insurance (if applicable), contractor's pollution liability insurance (if applicable), worker's statutory compensation insurance, and automobile insurance) naming PSE&G as an additional insured (other than professional liability insurance). The comprehensive general liability policy shall be in the amount of \$1,000,000.00 per occurrence with excess umbrella coverage in excess of \$5,000,000, and the contractor's pollution liability policy shall be in the amount of \$3,000,000.00 per occurrence. All other insurance shall be in commercially reasonable amounts, and all insurance shall be written by such insurance carriers, and on such other terms, as shall be commercially reasonable.

(c) The Fire Department assumes all risks with respect to any personal property, equipment or vehicles used by the Fire Department or its agents, representatives, consultants or contractors in connection with the Inspections. The Fire Department shall and hereby does indemnify, defend and hold harmless PSE&G from and against any and all loss, cost or damage relating to any injury, death, property damage or other matter resulting from, arising out of or related to the entry onto Lot 180 by the Fire Department or its agents or representatives prior to the Closing or the performance by the Fire Department of any of the Inspections. The existence or non-existence of any insurance coverage shall not affect in any way the indemnification obligations of the Fire Department set forth in the preceding sentence. The provisions of this subparagraph shall survive the Closing or earlier termination of this Agreement.

(d) The Fire Department shall keep all materials or information obtained or developed by or for it pursuant to its Inspections strictly confidential, and shall not (except as

specifically required by applicable law, regulation or legal process) disclose same to any person, entity or party other than to its own principals and attorneys for the sole purpose of evaluating this transaction (and then only if the Fire Department causes all such persons to comply strictly with the confidentiality provisions hereof). The provisions of this subparagraph shall survive the termination of this Agreement.

(e) The Fire Department shall have the right to terminate this Agreement for any reason or no reason at all by delivering a Due Diligence Termination Notice to PSE&G prior to the expiration of the Due Diligence Period. If the Fire Department shall validly deliver a Due Diligence Termination Notice to PSE&G prior to the expiration of the Due Diligence Period, then this Agreement shall terminate effective as of the date of such Due Diligence Termination Notice, whereupon neither party shall have any further rights or obligations hereunder except as otherwise expressly provided herein. If the Fire Department shall fail for any reason to validly deliver a Due Diligence Termination Notice to PSE&G prior to the expiration of the Due Diligence Period, the Fire Department shall be deemed to have irrevocably waived the right to terminate this Agreement pursuant to this Paragraph 5 and to have accepted the condition of Lot 180 in all respects.

6. Real Property Committee Approval Contingency.

(a) The Closing shall be conditioned and contingent upon receipt by PSE&G of PSE&G Real Property Committee Approval.

(b) Within thirty (30) days after the Effective Date, PSE&G shall take such actions as are necessary or advisable in order to seek PSE&G Real Property Committee Approval. Thereafter, PSE&G shall (i) in good faith and with reasonable diligence pursue the obtaining of PSE&G Real Property Committee Approval, (ii) keep the Fire Department reasonably apprised regarding its progress in obtaining PSE&G Real Property Committee Approval, and (iii) be responsible for all costs of obtaining PSE&G Real Property Committee Approval. All decisions regarding the pursuit of PSE&G Real Property Committee Approval shall be made by PSE&G in its sole and absolute discretion, and the Fire Department shall have no right to participate in or consent to any aspect thereof.

(c) In the event that PSE&G shall not have obtained PSE&G Real Property Committee Approval on or before such 30-day period, either party may terminate this Agreement at any time thereafter upon written notice to the other party. In such event, neither party shall have any further rights or obligations under this Agreement except as expressly set forth herein to the contrary.

7. Subdivision Approval Contingency.

(a) The Closing shall also be conditioned and contingent upon receipt by PSE&G of Final Subdivision Approval with respect to the Overall PSE&G Property.

(b) Prior to the date hereof, (i) the Planning Board of the Township of Chatham granted its approval with respect to the Subdivision of the Overall PSE&G Property, that approval

was memorialized in Resolution No. PB-23-015 duly adopted by the Planning Board of the Township of Chatham on June 12, 2023, notice of the Board's decision was published on June 22, 2023 and the appeal period with respect to the Board's decision expired on August 6, 2023, and (ii) the Planning Board of the Township of Harding granted its approval with respect to the Subdivision of the Overall PSE&G Property, that approval was memorialized in Resolution No. PB-02-23 duly adopted by the Planning Board of the Township of Harding on July 24, 2023, notice of the Board's decision was published on August 16, 2023 and the appeal period with respect to the Board's decision expired on September 30, 2023. Pursuant to Resolution No. PB-24-009 duly adopted on January 8, 2024, the Chatham Township Planning Board extended the time within which to perfect the Subdivision to December 19, 2024, and pursuant to a Resolution duly adopted on January 22, 2024, the Harding Township Planning Board extended the time within which to perfect the Subdivision to January 30, 2025. Accordingly, by no later than December 19, 2024, PSE&G shall take such actions as are necessary or advisable in order to obtain and perfect Final Subdivision Approval in accordance with the Municipal Land Use Law, including without limitation perfecting the approval(s) of the Subdivision by the filing of a subdivision plat or the recording of a subdivision deed. PSE&G shall keep the Fire Department reasonably apprised regarding its progress in obtaining Final Subdivision Approval, and shall be responsible for all costs of obtaining same. All decisions regarding the Final Subdivision Approval (including without limitation the manner and timing of the perfection thereof) shall be made by PSE&G in its sole and absolute discretion, and the Fire Department shall have no right to participate in or consent to any aspect thereof.

(c) In the event that PSE&G shall not have obtained Final Subdivision Approval with respect to the Subdivision of the Overall PSE&G Property (including without limitation the perfection thereof) within the period of time set forth in clause (b) above (as extended, as applicable), either party may terminate this Agreement at any time thereafter upon written notice to the other party. In such event, neither party shall have any further rights or obligations under this Agreement except as expressly set forth herein to the contrary.

8. BPU Approval Contingency.

(a) The Closing shall also be conditioned and contingent upon receipt by PSE&G of Final BPU Approval.

(b) Within forty five (45) days after PSE&G's receipt of PSE&G Real Property Committee Approval, PSE&G shall prepare and submit, or cause to be prepared and submitted, to the BPU such applications and supporting documentation as are necessary in order to obtain Final BPU Approval. Thereafter, PSE&G shall (i) reply timely to any discovery request(s) it may receive from the BPU, (ii) keep the Fire Department reasonably apprised regarding its progress in obtaining Final BPU Approval, and (iii) be responsible for all costs of obtaining Final BPU Approval. All decisions regarding the application for and pursuit of Final BPU Approval shall be made by PSE&G in its sole and absolute discretion, and the Fire Department shall have no right to participate in or consent to any aspect thereof.

(c) In the event that PSE&G shall not have obtained Final BPU Approval on or before that date that is nine (9) months after the date that PSE&G submits its application to the

BPU, either PSE&G or the Fire Department may terminate this Agreement at any time thereafter upon written notice to the other party. In such event, neither party shall have any further rights or obligations under this Agreement except as expressly set forth herein to the contrary.

9. Environmental Liability.

(a) As a material inducement and consideration for the transfer of Lot 180 by PSE&G to the Fire Department as contemplated hereby, the Fire Department, for itself and its affiliates, successors, heirs and assigns, does hereby agree to release, defend, indemnify, hold harmless and forever discharge PSE&G, its affiliates, successors and assigns, from any and all actions, causes of action, obligations, expenses, liabilities, losses, penalties, fines, fees (including counsel fees and costs of investigations and defense), costs (including monitoring, remediation, compliance and/or litigation costs), claims, lawsuits, damages (including personal injury, death, property and natural resource damages) and violations of any federal, state or local law, statute, rule, regulation or ordinance, including, but not limited to, Environmental Laws, which either party may incur as a result of the presence of any Hazardous Substance, environmental condition and/or violation of or noncompliance with any Environmental Law on, at or with respect to Lot 180, regardless of whether the conduct or condition took place or existed prior to, on or after the Closing Date. The provisions of this Paragraph 9(a) shall run with the land and be included in the Deed transferring Lot 180 to the Fire Department at Closing and in all future deeds regarding Lot 180.

(b) The provisions of this Paragraph 9 shall survive the Closing.

10. Closing Date.

(a) Subject to the satisfaction of all of the contingencies set forth in this Agreement, the Closing shall occur on a mutually convenient date and time within thirty (30) days after the later of (i) the date that PSE&G has obtained Final Subdivision Approval or (ii) the date that PSE&G has obtained Final BPU Approval. The Closing shall occur by mail by means of an escrow arrangement that is reasonably acceptable to both parties.

(b) On the Closing Date, PSE&G shall deliver Lot 180 to the Fire Department in its then current condition, free of all debris and other personal property and (ii) deliver possession to Lot 180 to the Fire Department, free and clear of all rights of tenants, occupants and any other persons or entities.

11. Closing Deliveries.

(a) At the Closing, PSE&G shall deliver to the Fire Department the following documents and other items with respect to Lot 180:

(i) Bargain and Sale Deed with Covenant As To Grantor's Acts, together with a standard Affidavit of Consideration for Use by Seller and a standard Seller's Residency Certification/Exemption. The Deed shall be subject to the Permitted Encumbrances, the Reservation of Rights, the Restrictions on Transfer and the provisions of Paragraph 9 hereof.

(ii) Affidavit of Title in standard form.

(iii) A certificate, dated the Closing Date, certifying that all of the representations and warranties made by PSE&G in this Agreement are true, correct and complete in all material respects on and as of the Closing Date as if made on the Closing Date.

(iv) A “non-foreign person” affidavit as required by the Internal Revenue Code.

(v) A release of Lot 180 from the blanket corporate mortgage which encumbers various properties including the Overall PSE&G Property.

(vi) The Indemnification Agreement.

(vii) A copy of any other documents required to be delivered by PSE&G under this Agreement, if not theretofore delivered.

(viii) Any documents reasonably required by the Fire Department’s title company in order to insure title, if applicable.

(b) At the Closing, the Fire Department shall deliver to PSE&G the following documents and other items:

(i) A certificate, dated the Closing Date, certifying that all of the representations and warranties made by the Fire Department in this Agreement are true, correct and complete in all material respects on and as of the Closing Date as if made on the Closing Date.

(ii) A copy of any other documents required to be delivered by the Fire Department under this Agreement, if not theretofore delivered.

12. Closing Costs and Adjustments.

(a) At Closing, PSE&G shall pay all real estate taxes allocable to Lot 180 through and including the Closing Date. Real estate taxes attributable to Lot 180 shall be calculated as follows:

(i) The aggregate amount of real estate taxes with respect to the Overall PSE&G Property, multiplied by

(ii) The ratio of the actual acreage of Lot 180 to the actual aggregate acreage of the Overall PSE&G Property.

(b) Each party shall be responsible for the payment of all fees and expenses of its own attorneys in connection with this transaction.

13. Representations and Warranties.

(a) PSE&G makes the following representations and warranties to the Fire Department, each of which is true, correct and complete in all material respects as of the date hereof and, as a condition to Closing, shall be true, correct and complete in all material respects on and as of the Closing Date as if made on the Closing Date:

(i) PSE&G (A) is the sole fee owner Lot 180 and (B) has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered by PSE&G, and this Agreement constitutes the legal, valid and binding obligation of PSE&G, enforceable against PSE&G in accordance with its terms.

(iii) PSE&G is not in the hands of a receiver, and PSE&G has not committed any act of bankruptcy or insolvency.

(iv) No special assessments have been levied or are threatened or pending against all or any part of Lot 180.

(v) PSE&G has no knowledge of any pending or threatened condemnation or similar proceedings affecting all or any part of Lot 180.

(vi) There are no claims, causes of action, suits or other litigation or proceedings of any nature pending or, to PSE&G's actual knowledge, threatened in writing against PSE&G which would affect PSE&G's ability to enter into this Agreement or to consummate the transaction contemplated by this Agreement.

(vii) Except for the Permitted Encumbrances and the Reservation of Rights, there are no leases, occupancy agreements or similar agreements giving any person or entity any rights to use, occupy or operate on Lot 180 or any portion thereof or otherwise affecting or relating to Lot 180.

(viii) There are no options or other written agreements with respect to the sale of all or any part of Lot 180, and no person or entity has any option, right of first refusal or right of first offer to purchase all or any part of Lot 180.

(ix) There are no maintenance contracts, management agreements or other contracts or agreements affecting or relating to Lot 180.

(x) PSE&G has not received any notice from any governmental authority having jurisdiction over Lot 180 advising that Lot 180 or any use or occupancy thereof are in violation of any applicable law, ordinance or regulation, including without limitation any Environmental Law or regulation or any zoning or other municipal ordinance.

(xi) PSE&G makes all of the flood disclosures as to Lot 180 which are set forth on Exhibit F attached hereto and made a part hereof.

(b) The Fire Department makes the following representations and warranties to PSE&G, each of which is true, correct and complete in all material respects as of the date hereof and, as a condition to Closing, shall be true, correct and complete in all material respects on and as of the Closing Date as if made on the Closing Date:

(i) The Fire Department has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered by the Fire Department, and this Agreement constitutes the legal, valid and binding obligation of the Fire Department, enforceable against the Fire Department in accordance with its terms.

14. Condemnation.

(a) PSE&G shall give the Fire Department prompt notice of any actual or threatened taking or condemnation of all or any portion of Lot 180. If, prior to the Closing, there shall occur a taking or condemnation of all or any portion of Lot 180, or a deed has been given in lieu thereof, or, if there is pending any proceeding in condemnation or eminent domain for the taking or use of all or any part of Lot 180, then, in such event, PSE&G may, at its option, terminate this Agreement by written notice given to the Fire Department within ten (10) days after the Fire Department has received the notice referred to above or at the Closing, whichever is earlier. In the event PSE&G terminates this Agreement pursuant to this Paragraph, this Agreement shall cease, terminate and come to an end, and neither party shall have any rights or liabilities against or to the other except as expressly set forth to the contrary herein.

(b) In the event this Agreement has not been terminated in accordance with the provisions of subparagraph (a) above, then the parties shall proceed to the Closing and PSE&G shall assign to the Fire Department all of its right, title and interest in and to the proceeds of any applicable condemnation award. This provision shall survive the Closing.

15. No Brokers. The parties hereby represent to each other that there is no real estate agent, broker, finder or salesperson who is or would be entitled to a commission on account of the transactions contemplated by this Agreement. The parties agree to indemnify each other against any claim by any other real estate agent, broker, or salesperson for commission where such real estate agent, broker or salesperson claims a commission through dealings with the indemnifying party. This provision shall survive the Closing.

16. Notices. All notices required to be given hereunder shall be in writing and shall be deemed to have been given when sent by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service, to the parties to whom the notice is addressed, at the addresses stated above, with a copy to the Fire Department's attorney, Nino A. Coviello, Esq., Saiber, LLC, 18 Columbia Turnpike, Suite 200, Florham Park, New Jersey 07932, and with a copy

to PSE&G's attorney, Jennifer M. Porter, Esq., Chiesa Shahinian & Giantomasi PC, 105 Eisenhower Parkway, Roseland, New Jersey 07068.

17. Performance. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18. Remedies. If either party shall fail to close title in accordance with the terms of this Agreement when it shall be obligated to do so as required by this Agreement (after satisfaction of all contingencies contained herein for the benefit of such party, and provided the other party is not in default hereunder), then the non-defaulting party shall be entitled to pursue any and all legal or equitable remedies it may have against the defaulting party, including without limitation the remedy of specific performance.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

20. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be changed orally and may be changed only by an agreement in writing signed by all parties. There are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter hereof and none thereof shall be used to interpret or construe this Agreement. Further, it is understood that the parties hereto have entered into this Agreement with full knowledge of the subject matter hereof and, except as expressly set forth in herein, this Agreement is not entered into based upon any representations with respect to value.

21. Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force and effect.

22. Counterparts. This Agreement may be signed in counterparts, all of which when taken together shall constitute a single agreement.

23. Construction and Interpretation.

(a) All references made and pronouns used in this Agreement shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

(b) Paragraph headings contained in this Agreement are for convenience or reference only, and shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement

(c) The parties hereto agree that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be

resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement to Convey as of the date set forth on the first page hereof.

PUBLIC SERVICE ELECTRIC AND GAS
COMPANY

By: PSEG Services Corporation, its
Agent

By: 
Name: Roger J. Trudeau
Title: Manager Corporate Real
Estate Transactions

GREEN VILLAGE FIRE DEPARTMENT


By: 
Name: Joseph Sodano
Title: President

EXHIBIT A

Description of Overall PSE&G Property

Stewart Title Guaranty Company

Commitment Number: 137289

TITLE INSURANCE COMMITMENT SCHEDULE A LEGAL DESCRIPTION

Tract I (Block 48.21 Lot 174) and Tract II (Block 12.01 Lot 3):

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Harding and the Township of Chatham, County of Morris, State of New Jersey.

BEGINNING at a point in the center line of the public road leading from Green Village to Meyersville where the same is intersected by the southwesterly line of lands conveyed by Hugh A. Mac Dougall and Doris A. Mac Dougall, his wife, to John S. Dickson by deed bearing date April 16, 1938 And recorded in the Morris County Clerk's Office in Book F-35, pages 465 &c. from said point of beginning running; thence

1. Along the Center line of said road leading from Green Village to Meyersville South 28 degrees 44 minutes West 172.20 feet to the northerly line of lands of Alfred .D. Poortere; thence
2. Along lands of said Poortere South 42 degrees 37 minutes East 940.26 feet; thence
3. Still along lands of said Poortere South 55 degreee 19 minutes 40 seconds West 420.00 to the southerly outside line of the Mac Dougall farm; thence
4. Along the southerly line of said Mac Dougall farm South 40 degrees 09 minutes East 631.03 feet; thence
5. North 50 degrees 02 minutes 20 seconds East 1050.08 feet to an iron in the line of lands of Dudley Jackson; thence
6. Along lands of said Jackson North 38 degrees 17 minutes West 637.20 feet; thence
7. Still along lands of said Jackson North 50 degrees 18 minutes 30 seconds East 360.03 feet to lands of Jacob W. Hinds; thence
8. Along lands of said Hinds North 52 degrees 07 minutes 10 seconds West 84.36 feet; thence
9. Still along lands of said Hinds North 69 degrees 25 minutes 30 seconds West 123.66; thence
10. Northerly on a curve to the left, the radius of which is 230.09 feet for a distance of 63.59 feet; thence
11. North 13 degrees 34 minutes 30 seconds East 125.00 feet to a point on the southerly side line of Green Village Road; thence
12. Along the southerly side line of Green Village Road North 76 degrees 25 minutes 30 seconds West 50.00 feet to lands of John Lorne, Mac Dougall; thence
13. Along lands of said Mac Dougall South 13 degrees 34 minutes 30 seconds West 125.00 feet; thence

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ALTA Commitment for Title Insurance (8-1-16)

137289

SCHEDULE A
LEGAL DESCRIPTION
(Continued)

14. Southerly on a curve to the right, the radius of which is 180.09 feet for a distance of 65.00 feet; thence
15. Along lands of John Lorne Mac Dougall, North 61 degrees 06 minutes 20 seconds West 220.43 to lands formerly of Frederick Rapp; thence
16. Along lands of said Rapp South 43 degrees 13 minutes 30 seconds West 240.41 feet; thence
17. Still along lands of said Rapp North 38 degrees 20 minutes West 55.00 feet to a corner of lands of Green Village Volunteer Fire Company; thence
18. Along lands of said company North 75 degrees 54 minutes West 352.04 feet to the line of lands of John S. Dickson aforesaid; thence
19. Along lands of said Dickson South 14 degrees 06 minutes West 284.12; thence
20. Still along lands of said Dickson North 44 degrees 59 minutes West 377.83 to the point or place of BEGINNING.

EXCEPTING THEREOUT AND THEREFROM all the premises conveyed to Albert C. Zander and Gertrude Zandar, his wife by deed dated December 28, 1950 and recorded March 13, 1951 in Deed Book Z49, Page 275. And, being further described as follows:

BEGINNING at an iron set in the most southerly corner of a tract of land conveyed by Hugh Mac Dougall and wife to John L. Mac Dougall and wife by deed dated November 27, 1933, and recorded in the Morris County Clerk's Office in Book P-33 of deeds for said County, on pages 182 &c., which said point is also the end of the fourteenth course in deed given by Arthur H. Ferber and wife to Arthur H. Ferber, Jr. and wife dated June 1, 1946, and recorded in the Morris County Clerk's Office in Book I-41 of deeds for said County, on Pages 449 &c said point also being distant 190.00 feet as measured southerly along the thirteenth and fourteenth courses in said deed to Arthur H. Ferber, Jr. and wife from the southerly side line of Green Village Road and from said point of beginning running; thence

1. By a new line on an arc of a curve to the right, having a radius of 180.09 feet, an arc distance of 57.58 feet to a point; thence
2. Still by a new line, South 52 degrees 34 minutes 30 seconds West 104.42 feet to a point; thence
3. Still by a new line across lands of Arthur H. Ferber, Jr., North 37 degrees 25 minutes 30 seconds West 199.38 feet to line of lands now or formerly of Frederick Rapp and a point in the sixteenth course in the aforesaid deed to Arthur H. Ferber, Jr. and wife; thence
4. Along line of lands of said Rapp and the said sixteenth course reversed, North 43 degrees 13 minutes 30 seconds East 71.44 feet to an old iron marking the most westerly corner of said Mac Dougall; thence
5. Along the southwesterly line of said Mac Dougall tract and the fifteenth course in said deed to Arthur H. Ferber, Jr. and wife, South 61 degrees 06 minutes 20 seconds East 220.43 feet to the point and place of BEGINNING.

EXCEPTING THEREOUT AND THEREFROM all the premises conveyed to Arthur H. Ferber by deed dated December 09, 1949 and recorded April 28, 1950 in Book E48, Page 389. And, being further described as follows:

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ALTA Commitment for Title Insurance (8-1-16)

137289

**SCHEDULE A
LEGAL DESCRIPTION
(Continued)**

BEGINNING at a point in the projection of the division line between lands of Alfred DePoortere and lands of Arthur H. Ferber, Jr., said point being distant 1158.26 feet on a course of South 42 degrees 37 minutes East as measured along said division line and its projection from the center line of Meyersville Road, said point also being distant 218.00 feet on a course of South 42 degrees 37 minutes East from the most easterly corner of lands of DePoortere; and running thence

1. By a new line across lands of Ferber and at right angles to the projection of said division line South 47 degrees 23 minutes West 200.00 feet to a point; thence
2. Still by a new line across lands of said Ferber and parallel to said division line South 42 degrees 37 minutes East 240.00 feet to a point; thence
3. Still by a new line and parallel to the first course hereof North 47 degrees 23 minutes East 200.00 feet to a point; thence
4. Along the projection of said division line North 42 degrees 37 minutes West 240.00 feet to the point and place of BEGINNING.

NOTE: Being Lot(s) 174, Block 48.21, Tax Map of the Township of Chatham, and Lot 3 Block 12.01, Tax Map of the Township of Harding, County of Morris.

Tract III (Block 48.21 Lot 174.01):

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Chatham, County of Morris, State of New Jersey.

BEGINNING at a point in the projection of the division line between lands of Alfred DePoortere and lands of Arthur H. Ferber, Jr., said point being distant 1158.126 feet on a course of South 42 degrees 37 minutes East as measured along said division line and its projection from the center line of Meyersville Road, said point also being distant 218.00 feet on a course of South 42 degrees 37 minutes East from the most easterly corner of lands of DePoortere; and running thence

1. By a new line across lands of Ferber and at right angles to the projection of said division line South 47 degrees 23 minutes West 200.00 feet to a point; thence
2. Still by a new line across lands of said Ferber and parallel to said division line South 42 degrees 37 minutes East 240.00 feet to a point; thence
3. Still by a new line and parallel to the first course hereof North 47 degrees 23 minutes East 200.00 feet to a point; thence
4. Along the projection of said division line North 42 degrees 37 minutes West 240.00 feet to the point and place of BEGINNING.

NOTE: Being Lot(s) 174.01, Block 48.21, Tax Map of the Township of Chatham, County of Morris.

Tract IV (Block 48.21 Lot 180) and Tract IV (Block 12.01 Lot 4):

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ALTA Commitment for Title Insurance (8-1-16)

137289

**SCHEDULE A
LEGAL DESCRIPTION
(Continued)**

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Harding and the Township of Chatham, County of Morris, State of New Jersey.

BEGINNING at a spike in the center line of the road leading from Green Village to Madison, which said spike is the northwesterly corner of lands of Green Village Fire Department, and from said point of beginning; running thence

1. In said center line North 77 degrees 03 minutes West 14.00 feet to a spike; thence
2. Along the center line of the road connecting said road with the Meyersville Road South 70 degrees 57 minutes West 293.22 feet to a point in the center line of the Meyersville Road; thence
3. Along the same South 28 degrees 44 minutes West 256.47 feet to a point in said center line; thence
4. South 44 degrees 59 minutes East 378.00 feet to an iron pin; thence
5. North 14 degrees 06 minutes East 603.97 feet to the point or place of BEGINNING.

NOTE: Being Lot(s) 180, Block 48.21, Tax Map of the Township of Chatham, and Lot 4, Block 12.01 Tax Map of the Township of Harding, County of Morris.

Tract VI (Block 48.21 Lot 182):

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Chatham, County of Morris, State of New Jersey.

Parcel I:

BEGINNING at the corner of a lot of land belonging to Daniel Cochran's (or formerly his) lying in the Great Swamp and runs;

1. South 46 Degrees East 10 Chains to a corner of land late Prince Seely's; thence
2. South 43 Degrees West 7 Chains and 50 Links to a stake; thence
3. North 46 Degrees West 10 Chains to a stake; thence
4. North 43 Degrees East 7 Chains 50 Links in the line of David Freeman and Dani. Cochran, to the place of BEGINNING.

Parcel II:

Lying and being in the Great Swamp, and beginning at a stake or corner of Icabod Bruen's land; from thence

1. South 46 Degrees East in the line of Icabod Bruen 10 Chains to another corner of Icabod Bruen; from thence
2. South 43 Degrees West 7 Chains 50 Links in the line of Joseph Wheaton to a corner of William Eddy's land; thence
3. North 46 Degrees West in the line of William Eddy to lands of Caleb Bond; thence

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ALTA Commitment for Title Insurance (8-1-16)

137289

**SCHEDULE A
LEGAL DESCRIPTION
(Continued)**

4. North 43 Degrees East in the line of Caleb Bond 7 Chains 50 Links to the place of BEGINNING.

NOTE: Being Lot(s) 182, Block 48.21, Tax Map of the Township of Chatham, County of Morris.

Tract VII (Block 48.20 Lot 185):

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Chatham, County of Morris, State of New Jersey.

BEGINNING in a corner of land belonging to the heirs of Thomas Eddy, deceased; thence

1. Running along the line of the heirs of the said deceased North 46 Degrees West 5 Chains 54 Links to a stake in the corner of William Eddy's land; thence

2. Runs along the said Eddy's line North 43 Degrees East 5 Chains 41 Links to a corner in a line of Abraham Samson's land; thence

3. Runs along the said Samson's line South 46 Degrees East 5 Chains 54 Links to a stake in a corner of Samson's land; thence

4. Runs along the line of the heirs of Joseph Wheaton, deceased, South 43 Degrees West 5 Chains 41 Links to the BEGINNING CORNER.

ALSO BEGINNING at an old ash stump near the Loantica Brook, formerly corner of William Eddy, Luke C. DeHart, Lewis Thompson and William Brittin land; and runs thence

1. With the line of Luke DeHart land North 46 Degrees East 3 Chains 89 Links to a stake for a corner of Lewis Thompson land; thence

2. With his line South 56 Degrees 20 Minutes East 73 Links to the middle of said brook; thence

3. Down said brook with line of other lands of William Brittin South 41 Degrees 40 Minutes West 2 Chains 15 Links to a turn in the same; thence

4. Down the middle of the brook South 56 Degrees 40 Minutes West 2 Chains 11 Links to the line of William Eddy's land; thence

5. With his line North 44 Degrees West 58 Links to the place of BEGINNING.

NOTE: Being Lot(s) 185, Block 48.20, Tax Map of the Township of Chatham, County of Morris.

Tract VIII (Block 48.20 Lot 187):

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Chatham, County of Morris, State of New Jersey.

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ALTA Commitment for Title Insurance (8-1-16)

137289

**SCHEDULE A
LEGAL DESCRIPTION
(Continued)**

BEGINNING in the middle of the road leading from Green Village through the great swamp to Long Hill and near to the residence of Ellis Parcell; thence

- 1) along the middle of the road South 22.25 degrees West 8 chains 81 links; thence
- 2) along the line of Ellis Parcell late Thomas Eddy, deceased, line South 46.5 degrees East 7 chains 47 links to said late Thomas Eddy, deceased, corner; thence
- 3) along another of said Eddy, deceased, line North 43.25 degrees East 3 chains 53 links to another corner of said Eddy, deceased, land; thence
- 4) along another of said Eddy, deceased, line South 46.75 degrees East 9 chains 89 links to another of said Eddy, deceased, corners; thence
- 5) along William Eddy, deceased line North 43.75 degrees East 6 chains; thence
- 6) along Mary Crowell's line North 46.75 degrees West 10 chains to her corner; thence
- 7) along another of her lines South 43.75 degrees West 37 links to another of her corners; thence
- 8) along another of her lines North 49.25 degrees West 10 chains 44 links to the beginning corner.

EXCEPTING and reserving therefrom so much thereof as was conveyed by Emily H. Carr and Edward J. Carr, her husband, to Robert W. Wilkerson and wife by deed recorded in the Morris County Clerk's Office on September 12, 1946 in Book U-41 of Deeds on Page 242 & c., described as follows:

BEGINNING at a spike in the middle of a road leading from Green Village to Long Hill (Meyersville Road) at the most northerly corner of a tract of land now owned by Emily H. Carr as willed to her by Jennie H. Leible on September 10, 1938, thence

- 1) along the most northerly line of said property South 44 degrees 35 minutes 10 seconds East 460.93 feet to an iron pipe; thence
- 2) South 63 degrees 46 minutes 50 seconds West 169.57 feet to an iron pipe; thence
- 3) North 51 degrees 45 minutes West 345.94 feet to the center line of said Meyersville Road; thence
- 4) along the center line of said road North 27 degrees 55 minutes 40 seconds East 214.00 feet to the point and place of Beginning.

FURTHER EXCEPTING thereout and therefrom all that parcel of land conveyed in Deed Book 5461 Page 083 as shown on Lot Line Agreement as in Deed Book 6583 Page 243.

NOTE: Being Lot(s) 187, Block 48.20, Tax Map of the Township of Chatham, County of Morris.

All Tracts when taken together being more particularly shown and described on a survey made by Howard C. Lopshire of Carroll Engineering, Job No. 19-5403-004, dated December 18, 2019, as follows:

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ALTA Commitment for Title Insurance (8-1-16)

137289

**SCHEDULE A
LEGAL DESCRIPTION
(Continued)**

BEGINNING at a corner located at the intersection formed by the middle of Green Village Road (50' wide right-of-way) with the dividing line between Block 48.21, Lot 180 (as about to be described in total combination herein with Township of Chatham, Block 48.20, Lots 185 & 187; Block 48.21, Lots 174, 174.01, 180 & 182 and Township of Harding, Block 12.01, Lots 3 & 4) and the range (if projected) of Block 48.21, Lot 179, said corner being located at the point-of-beginning for said Block 48.21, Lot 180 as previously set forth in deed book 2034, page 106; furthermore said beginning point having New Jersey state plane coordinate grid system coordinate values (NAD '83-2011) of North: 694,085.1279 feet; East: 505,133.1852 feet, running thence using ground distances and a : ' ao '83-2011 N.J.S.P.C.S. bearing base the following thirty-three (33) courses along said combined lands of Township of Chatham, Block 48.20, Lots 185 & 187; Block 48.21, Lots 174, 174.01, 180 & 182 and Township of Harding, Block 12.01, Lots 3 & 4);

1. Along the dividing line between Block 48.21, Lot 180 and Block 48.21, Lot 179, South 03°28'27" West, a distance of 319.85 feet to a corner in line of the same, corner to Block 48.21, Lot 174 (as being inclusively described in combination herein), thence;
2. Along the dividing line between Block 48.21, Lot 174 (as being inclusively described in combination herein) and Block 48.21, Lot 179, South 86°31'33" East, a distance of 352.04 feet to an iron pipe found for a corner to the same, common corner to Block 48.21, Lots 178 and 176, thence;
3. Along the dividing line between Block 48.21, Lot 174 (as being inclusively described in combination herein) and Block 48.21, Lot 176, South 48°57'33" East, a distance of 55.00 feet to a corner to the same, thence;
4. Along the same, North 32°36'10" East, a distance of 168.97 feet to corner in line of the same, corner to Block 48.21, Lot 174.02, thence;
5. Along the dividing line between Block 48.21, Lot 174 (as being inclusively described in combination herein) and Block 48.21, Lot 174.02, South 48°03'03" East, a distance of 199.38 feet to a corner to the same, thence;
6. Along the same, North 41°56'57" East, a distance of 102.42 feet to corner located at a point-of-curvature in line of the same, thence;
7. Along the same, as the same continues along Block 48.21, Lot 175 on a curve to the left having a radius of 180.09 feet, turning a central angle of 39°00'00", an arc length of 122.58 feet, the chord of which bears, North 22°26'57" East, a chord distance of 120.23 feet to a corner located at a point-of-tangency in the westerly line of a 50' wide right-of-way easement for ingress and egress as previously set forth in deed book 249, page 275, thence;
8. Along the dividing line between Block 48.21, Lot 174 (as being inclusively described in combination herein) and Block 48.21, Lot 175 as the same follows along the westerly line of said 50' wide Right-of-Way easement for ingress and egress, North 02°55'57" East, a distance of 125.00 feet to a corner located at the intersection of the same with the southerly line of Green Village Road (50' wide right-of-way), thence;
9. Along the southerly line of said Green Village Road (50' wide right- of-way), South 87°03'03" East, a distance of 50.00 feet to an iron pipe found for a corner located at the intersection of the same with the dividing line between Block 48.21, Lot 174 (as being inclusively described in combination herein) and Block 48.21, Lot 173, thence;
10. Along the dividing line between Block 48.21, Lot 174 (as being inclusively described in combination herein) and Block 48.21, Lot 173 as the same follows along the easterly line of the aforementioned 50' wide right-of-way easement for ingress and egress, South 02°55'57" West, a distance of 125.00 feet to an iron pipe found at point-of- curvature in line of the same, thence;

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ALTA Commitment for Title Insurance (8-1-16)

137289

SCHEDULE A
LEGAL DESCRIPTION
(Continued)

11. Along the same, on a curve to the right having a radius of 230.09 feet, turning a central angle of 15°50'05", an arc length of 63.59 feet, the chord of which bears, South 10°51'59" West, a chord distance of 63.39 feet to an iron pipe found for a corner located at a point-of-non-tangency, thence;
12. Along the same, South 80°03'03" East, a distance of 123.66 feet to a corner to the same, thence;
13. Along the same, South 62°44'43" East, a distance of 84.36 feet to an iron pipe found for a corner to the same in line of Block 48.21, Lot 167, common corner to Block 48.21, Lot 172, thence;
14. Along the dividing line between Block 48.21, Lot 174 (as being inclusively described in combination herein) and Block 48.21, Lot 167, South 39°40'57" West, a distance of 360.30 feet to an iron pin found for a corner to the same, thence;
15. Along the same, thence along Block 48.21, Lot 165.04, South 48°54'33" East, a distance of 637.20 feet to an iron pipe found for a corner to the same, common corner to Block 48.21, Lot 165.06 and Block 48.21, Lot 182 (as being inclusively described in combination herein), said corner being located at the Point-of-beginning for Block 48.21, Lot 182 (as being inclusively described in combination herein) as previously set forth in Deed Book 5394, page 130 (first Tract); furthermore said corner having New Jersey State plane coordinate grid system coordinate values (NAD '83-2011) of North: 693,083.8661 feet; East: 506,345.3358 feet, thence;
16. Along the dividing line between Block 48.21, Lot 182 (as being inclusively described in combination herein) and Block 48.21, Lot 165.06, South 49°55'39" East, a distance of 670.53 feet to an iron pipe found for a corner to the same, common corner to Block 48.21, Lot 164.09 and Block 48.20, Lot 183; furthermore said corner having New Jersey State plane coordinate grid system coordinate values (NAD '83-2011) of North: 692,652.2073 feet; East: 506,858.4446 feet, thence;
17. Along the dividing line between Block 48.21, Lot 182 (as being inclusively described in combination herein), Block 48.20, Lot 183, thence continuing along Block 48.20, Lot 185 (as being inclusively described in combination herein), South 40°21'47" West, a distance of 1060.47 feet to an iron pipe found for a corner to the same; furthermore said corner having New Jersey State plane coordinate grid system coordinate values (NAD '83-2011) of North: 691,844.174 feet; East: 506,171.6549 feet, thence;
18. Along the dividing line between Block 48.20, Lot 185 (as being inclusively described in combination herein), Block 48.20, Lot 183, South 61°58'13" East, a distance of 55.15 feet to a corner in line of the same, corner to Block 48.20, Lot 184, thence;
19. Along the dividing line between Block 48.20, Lot 185 (as being inclusively described in combination herein) and Block 48.20, Lot 184, South 35°10'03" West, a distance of 123.44 feet to a corner to the same, thence;
20. Along the same, South 46°08'48" West, a distance of 154.86 feet to a corner to the same in line of Block 48.20, Lot 188, thence;
21. Along the dividing line between Block 48.20, Lot 185 (as being inclusively described in combination herein), Block 48.20, Lot 188 and Lot 187.01, North 47°35'07" West, a distance of 427.57 feet to capped pin found for a corner in line of the same, corner to Block 48.20, Lot 186, thence;
22. Along the dividing line between Block 48.20, Lot 185 (as being inclusively described in combination herein) and Block 48.20, Lot 186, passing through an iron pin found along this line at a distance of 10.31 feet from the

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance (8-1-16)

137289

SCHEDULE A
LEGAL DESCRIPTION
(Continued)

termination of this course, North 38°04'53" East, a total distance of 344.41 feet to a corner to the same in line of Block 48.21, Lot 182 (as being inclusively described in combination herein), thence;

23. Along the dividing line between Block 48.21, Lot 182 (as being inclusively described in combination herein) and Block 48.20, Lot 186, North 50°55'07" West, a distance of 264.00 feet to an iron pip found for a corner to the same, corner to Block 48.21, Lot 174 (as being inclusively described in combination herein), thence;

24. Along the dividing line between Block 48.21, Lot 174 and Block 48.20, Lot 187 (as being inclusively described in combination herein) and Block 48.20, Lot 186 and Lot 187.01, South 38°04'53" West, a distance of 460.91 feet to a corner to Block 48.20, Lot 187.01; furthermore said corner having New Jersey state plane coordinate grid system coordinate values (NAD '83-2011) of North: 691,973.179 feet; East: 505,445.1154 feet, thence;

25. Along the dividing line between Block 48.20, Lot 187 (as being inclusively described in combination herein) and Block 48.20, Lot 187.01, North 52°11'13" West, a distance of 317.06 feet to a corner in line of the same, said corner also being located along or near the municipal boundary line between the Township of Chatham and the Township of Harding, thence;

26. Along the dividing line between Block 48.20, Lot 187 (as being inclusively described in combination herein) and Township of Harding, Block 55, Lot 10, as the same follows along or near said municipal boundary line between the Township of Chatham and the Township of Harding, North 05°22'24" West, a distance of 509.05 feet to a corner in line of the same, common corner to Township of Harding, Block 12.01, Lot 2.01 and Township of Chatham, Block 48.21, Lot 181, thence;

27. Along the dividing line between Block 48.20, Lot 187 (as being inclusively described in combination herein) and Block 48.21, Lot 181, North 46°26'45" East, a distance of 24.42 feet to a corner to the same, thence;

28. Along the same, South 50°45'33" East, a distance of 31.94 feet to a corner in line of the same, corner to Block 48.21, Lot 174 (as being inclusively described in combination herein), thence;

29. Along the dividing line between Block 48.21, Lot 174 (as being inclusively described in combination herein) and Block 48.21, Lot 181, thence continuing along Block 48.21, Lot 181.01, North 44°41'27" East, a distance of 420.00 feet to a corner to the same, thence;

30. Along the dividing line between Block 48.21, Lot 174 (as being inclusively described in combination herein) and Block 48.21, lot 181.01 as the same crosses over said municipal boundary line Between the Township of Chatham and the Township of Harding, thence becoming and continuing along the dividing line between Township of Harding Block 12.01, Lot 3 (as being inclusively described in combination herein) and Block 12.01, Lot 2 and Lot 5, North 53°14'33" West, a distance of 940.26 feet to a corner located at the intersection of the same with the center of Meyersville Road (66' wide right-of-way), thence;

31. Along the dividing line between Township of Harding Block 12.01, Lot 3 and Lot 4 (as being inclusively described in combination herein) as the same follows along or near the aforementioned center of said Meyersville Road, North 18°02'21" East, a distance of 429.37 feet to a corner located at the intersection of the same with the center of a road connecting said Meyersville Road with the aforementioned Green Village Road, thence;

32. Along or near the center of the road connecting said Meyersville Road with the aforementioned Green Village Road, North 60°19'27" East, a distance of 293.22 feet to a corner located at the intersection of the same with the center said Green Village Road, thence;

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ALTA Commitment for Title Insurance (8-1-16)

137289

**SCHEDULE A
LEGAL DESCRIPTION
(Continued)**

33. Along or near the center of said Green Village Road, South 87°40'33" East, a distance of 14.00 feet to the point and place of BEGINNING.

NOTE FOR INFORMATION: Being Lots 185 & 187, Block 48.20, Lots 174, 174.01, 180 & 182, Block 48.21, Township of Chatham; Lots 3 & 4, Block 12.01, Township of Harding;

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ALTA Commitment for Title Insurance (8-1-16)

137289

EXHIBIT B

Depiction of Subdivision of Overall PSE&G Parcel

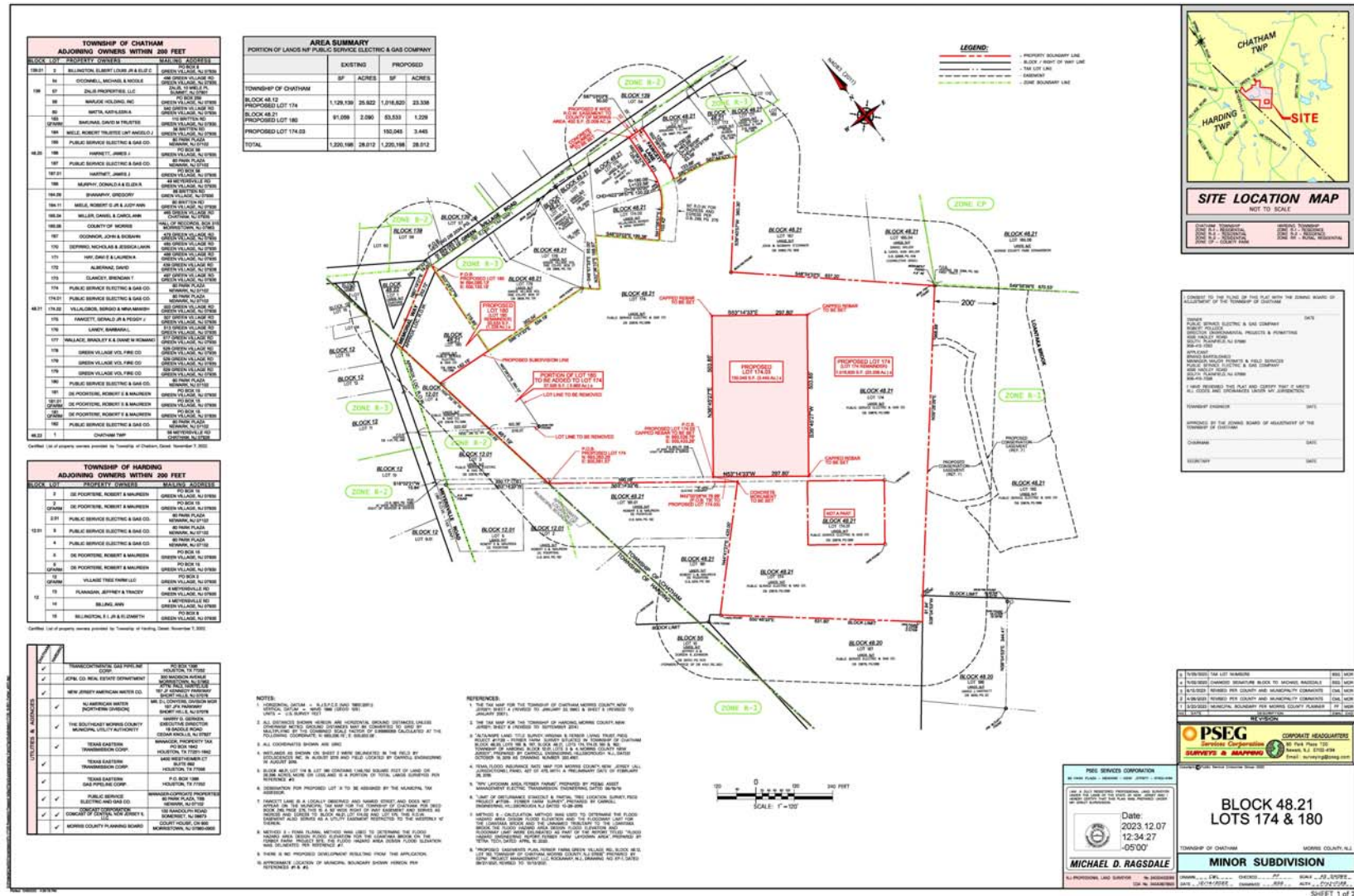


EXHIBIT C

Reservation of Rights

RESERVING to [PSE&G], its affiliates, successors and assigns, the right of construction or maintenance, or both, of poles, wires, cables, underground conduits, gas mains, telecommunication facilities and appurtenances on the lands hereinabove described, together with the right to trim, cut and remove at any time and without prior notice, any and all trees now located and which may hereafter be located on the aforesaid premises, which in the judgment of the duly authorized representatives of [PSE&G], its affiliates, successors and assigns, endanger said poles, wires, cables, underground conduits, gas mains, telecommunication facilities and appurtenances in substantially their present location in, on, over, under, along, through and across the lands hereinabove described, to alter, replace, relocate or add additional electric, telecommunication and/or gas facilities, together with all necessary towers, conductors, poles, conduits, wires, cables, pipes, fittings and appurtenances, and gas mains, as the needs of the business of [PSE&G], its affiliates, successors and assigns, may dictate, together with the right to trim, cut down and remove, at any time and without prior notice, any and all trees or excessive growth which in the judgment of the duly authorized representatives of [PSE&G], its affiliates, successors and assigns, interfere with or endanger the construction, reconstruction, inspection, operation and maintenance of said electric, telecommunication and/or gas facilities; together with the right of access at any time and without prior notice, for any of the aforesaid purposes, and together with the absolute right, liberty and sole authority of [PSE&G] to assign the whole or any part of said lands, or the use thereof, independent of, or together or in conjunction with [PSE&G].

ALSO RESERVING to [PSE&G], its successors and assigns, the right of construction, maintenance or both, of poles, wires, underground conduits, gas mains and appurtenances and telecommunication facilities on or in the street abutting the lands hereinabove described, together with the right to trim, cut and remove, at any time and without prior notice, any and all trees now located and which may hereafter be located either in the street or on the aforesaid lands, which in the judgment of the duly authorized representative of [PSE&G], its successors and assigns, endanger said poles, wires, underground conduits, gas mains, telecommunication facilities and appurtenances.



EXHIBIT D

United States Department of the Interior



FISH AND WILDLIFE SERVICE
Great Swamp National Wildlife Refuge
32 Pleasant Plains Road
Basking Ridge, NJ 07920

3/14/2023; updated 1/29/2024, 3/14/2024

Mitigation for impacts due to the Public Service Electric and Gas Company (PSE&G) Roseland Switch to Branchburg Switch Transmission Line Replacement Project to the Great Swamp National Wildlife Refuge (GSNWR) will be achieved in part through the purchase and transfer of the former Ferber Farm to the GSNWR. This land transfer is subject to the following caveats, previously discussed between PSE&G and GSNWR.

1. All disturbed areas will be restored to original existing cover type (or better in coordination with refuge staff) through seeding and planting.
2. A small gravel parking area will be constructed on the footprint of the former Ferber Office building, or other appropriate location, for refuge administrative and visitor use.
3. All buildings not otherwise accounted for through separate arrangement on the property will be removed and the building footprint restored to the surrounding habitat or cover type (or better in coordination with refuge staff) to be consistent with GSNWR's wildlife focus. Specific questions in this regard must be resolved between PSE&G and the Refuge Manager.
4. Per a separate agreement with other stakeholders, a subdivision of the "Ferber House" and "Ferber Horse Barn" and two acres of surrounding support area will be conducted subject to approval by Chatham Township and the Board of Public Utilities. The subdivided parcel will be transferred to the Great Swamp Watershed Association (GSWA) or other non-profit engaged in educating the public about storm water run-off, non-point source pollution, erosion, watershed management or similar efforts within the Great Swamp area, and will provide for ROW access to these facilities across what will become the refuge access road to the property on the currently existing access road. Details of this subdivision shall be communicated to refuge manager for concurrence as the subdivision is developed to ensure compatibility with the surrounding land use on what will become refuge lands. Details should otherwise be negotiated directly with GSWA or other third party non-profit. Should the effort involving the GSWA or other third party environmental non-profit not move forward, buildings will be razed, habitat restored as above, and resulting two acres included in the land transfer to the refuge as above. The deadline for the completion of all facets of this arrangement is June 30, 2025 consistent with PSE&G project end date. The instrument transferring title to GSWA shall contain a restriction preventing transfer of the property for any use inconsistent with the uses set forth herein.

5. To offset the stipulation in number 4 above, PSE&G will require GSWA to transfer and convey 2 parcels formerly discussed (former Hoag property-Block 14 Lot 61.04; former Kent property-Block 14 Lot 47) and to the GSNWR. Absent the transfer of the Ferber House and Ferber Horse Barn to the GSWA or other non-profit there would be no need for these additional parcels.
6. A lot line adjustment, subdivision or similar allowance to the Green Village Fire Department to resolve longstanding access issues will also be completed consisting of up to a half acre of the former Ferber Farm. Details of this allowance shall be communicated to refuge manager for concurrence as it is developed to ensure compatibility with the surrounding land use on what will become refuge lands. Details should otherwise be negotiated directly with the fire department and also completed by June 30, 2025 consistent with project end date. The instrument transferring title to Green Village Fire Department shall contain a restriction preventing transfer of the property for any use inconsistent with the uses set forth herein.

Michael Horne
Refuge Manager
Lenape National Wildlife
Refuge Complex

EXHIBIT E

Restrictions on Transfer

[The Fire Department], its successors and assigns, may convey, or transfer title to, [Lot 180] to any of its successors or parent organizations. Further, [the Fire Department] may convey, or transfer title to, [Lot 180] to the Great Swamp National Wildlife Refuge (the "Refuge") at no cost, which shall be deemed to constitute adequate and sufficient consideration. Should [the Fire Department] desire to convey, or transfer title to, [Lot 180] to the Refuge at no cost, it shall deliver to the Refuge by certified mail, return receipt requested, a written notice of offer ("Notice of Offer"). The Notice of Offer shall be in writing and be accompanied by a true copy of the proposed contract of sale setting forth all of the material terms of the offer and a signed letter from the offeror indicating that the offeror is prepared enter into and consummate an agreement to convey or transfer [Lot 180] on such terms. The Notice of Offer shall also set forth identification of the property, the name, address and telephone number of the offeror, and such information concerning the offeror's ability to consummate the conveyance or transfer of [Lot 180]. The Refuge shall give [the Fire Department] written notice, by certified mail, return receipt requested, within ninety (90) days after delivery of the Notice of Offer to the Refuge, stating that the Refuge either elects to take title to [Lot 180] pursuant to the proposed contract of sale, or that the Refuge declines to accept title to [Lot 180].

Should the Refuge decline to accept the conveyance or transfer of title to [Lot 180] from [the Fire Department] as set forth above, [the Fire Department] may then only convey, or transfer title to, [Lot 180] to one or more of the following organizations or entities (each, a "Qualified Entity") upon terms acceptable to [the Fire Department]: (1) another environmental protection organization or entity selected by [the Fire Department] that is exempt from federal income taxation under section 501(c)(3) of the Code, or under any substantially similar provision of any successor tax code; (2) the New Jersey Natural Lands Trust (created by Public Law 1968, Chapter 425 of the laws of the State of New Jersey); or (3) any trust or other entity created by the legislature of the State of New Jersey or by the county in which [Lot 180] is located for the promotion of environmental protection.

Said restrictions set forth above shall be set forth in the deed of conveyance of [Lot 180] to [the Fire Department], shall survive closing of title, and shall run in perpetuity.

EXHIBIT F

Flood Disclosures

Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding. In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage originated in or after 2020.

To learn more about these impacts, including the flood risk to your property, visit flooddisclosure.nj.gov. To learn more about how to prepare for a flood emergency, visit nj.gov/njoem/plan-prepare/floods.

Based on the review of the New Jersey Flood Risk Notification Tool performed on April 9, 2024, no portion of Lot 180 is located in the Special Flood Hazard Area (“100-year/1% Annual Chance Flood Plain”)/ Moderate Risk Flood Hazard Area (“500-year/0.2% Annual Chance Flood Plain”) according to FEMA’s current flood insurance rate maps for Lot 180. Lot 180 is not subject to any requirement under federal law to obtain and maintain flood insurance on Lot 180. Properties in the Special Flood Hazard Area, also known as high risk flood zones, on FEMA’s flood insurance rate maps with mortgages from federally regulated or insured lenders are required to obtain and maintain flood insurance. Even when not required, FEMA encourages property owners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure and the personal property within the structure. Properties in coastal and riverine areas may be subject to increased risk of flooding over time due to projected sea level rise and increased extreme storms caused by climate change which may not be reflected in current flood insurance rate maps.

PSE&G has not received assistance, and is not aware of any previous owners receiving assistance, from FEMA, the U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to Lot 180. For properties that have received federal disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain and maintain flood insurance can result in an individual being ineligible for future assistance.

PSE&G currently does not maintain flood insurance on Lot 180.

There currently is no FEMA elevation certificate available for Lot 180. (An elevation certificate is a FEMA form, completed by a licensed surveyor or engineer. The form provides critical information about the flood risk of the property and is used by flood insurance providers under the National Flood Insurance Program to help determine the appropriate flood insurance rating

for the property. A buyer may be able to use the elevation certificate from a previous owner for their flood insurance policy.)

PSE&G has never filed a claim for flood damage to Lot 180 with any insurance provider, including the National Flood Insurance Program.

During PSE&G's ownership, Lot 180 has never experienced any flood damage, water seepage, or pooled water due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow.

PSE&G affirms that the information set forth in these Flood Disclosures is accurate and complete to the best of PSE&G's knowledge, but is not a warranty as to the condition of Lot 180.

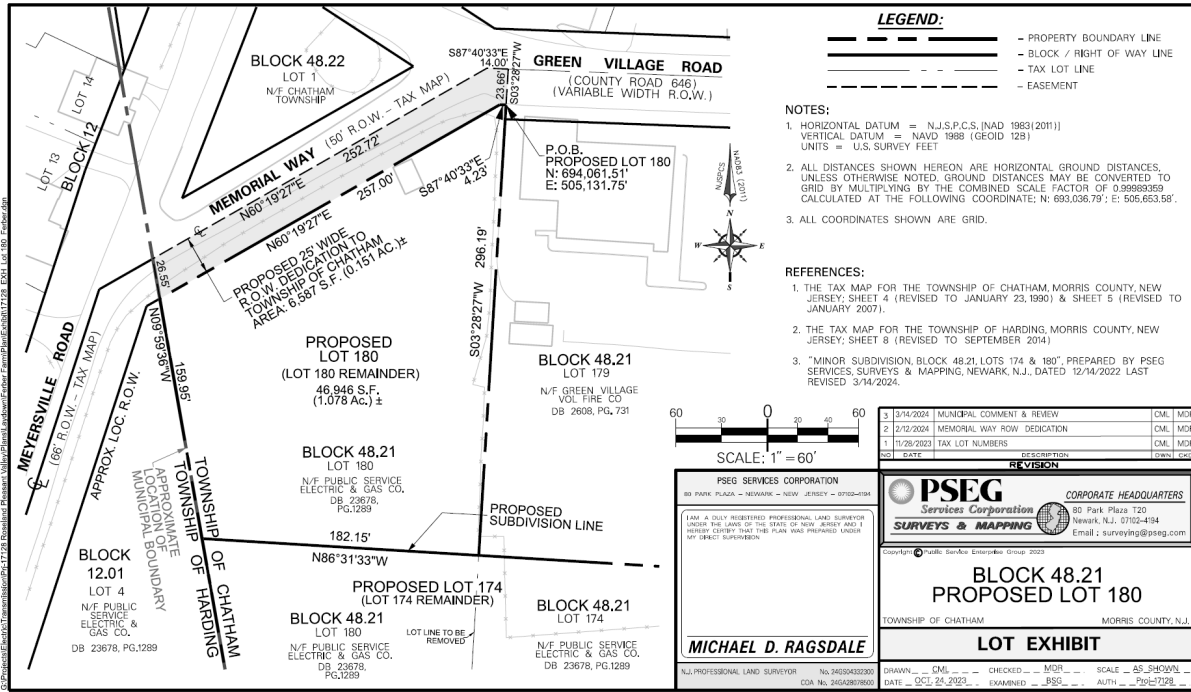
The Fire Department acknowledges that this is not a warranty by PSE&G and that it is the Fire Department's responsibility to satisfy itself as to the condition of Lot 180. The Fire Department acknowledges that Lot 180 may be inspected by qualified professionals, at the Fire Department's expense, to determine the actual condition of Lot 180. The Fire Department acknowledges that PSE&G's disclosures regarding flood risks do not address local conditions which may affect a purchaser's use and enjoyment of Lot 180 such as noise, odors, traffic and volume, and the Fire Department may independently investigate such local conditions.

ATTACHMENT C

SURVEY AND METES & BOUNDS DESCRIPTION OF THE PROPERTY

BEING CONVEYED TO THE FIRE DEPARTMENT

LOT 180 IN BLOCK 48.21, CHATHAM TOWNSHIP, MORRIS COUNTY, NJ



See next page for metes & bounds description.

METES & BOUNDS DESCRIPTION
PROPOSED LOT 180, BLOCK 48.21
Township of Chatham, Morris County, New Jersey

BEGINNING at the point of intersection of the southerly sideline of Green Village Road, also known as County Road 646 (variable width Right-of-Way), with the dividing line between lands now or formerly of the Green Village Volunteer Fire Company ("Green Village" – Tax Lot 179, Block 48.21) and lands now or formerly of Public Service Electric & Gas Company ("PSE&G" – Proposed Tax Lot 180, Block 48.21, as about to be described herein), said point being distant 4.23 feet from the intersection of said line of Green Village Road with the southeasterly sideline of Memorial Way (50 foot wide Right-of-Way), said beginning point having New Jersey State Plane Coordinate System Grid Values [NAD 1983 (2011)] of North: 694,061.51 feet; East: 505,131.75 feet, and running thence on the ground in NAD 1983 (2011) N.J.S.P.C.S. bearing base the following five (5) courses:

1. Along said dividing line, South 03°28'27" West, a distance of 296.19 feet to a corner to the same; thence
2. Along a new line through and across said lands of PSE&G, North 86°31'33" West, a distance of 182.15 feet to the intersection of the same with the municipal boundary as accepted by the Township of Chatham, the Township of Harding and the County of Morris; thence
3. Along said municipal boundary line, North 09°59'36" West, a distance of 159.95 feet to the intersection of the same with the aforementioned southeasterly sideline of Memorial Way; thence
4. Along said line of Memorial Way, North 60°19'27" East, a distance of 257.00 feet to the intersection of the same with the aforementioned southerly sideline of Green Village Road; thence
5. Along said line of Green Village Road, South 87°40'33" East, a distance of 4.23 feet to the point and place of **BEGINNING**.

The above-described parcel contains 46,946 Square Feet of Land or 1.078 Acre, more or less.

Subject to Road Return A-128.

Subject to any and all easements of record.

This description is prepared in accordance with a map entitled "Minor Subdivision, Block 48.21, Lots 174 & 180", prepared by PSEG Services Corporation, Surveys & Mapping, Newark, N.J., dated December 14, 2022, (last revised March 14, 2024).

This description is prepared in accordance with a map entitled "Lot Exhibit, Block 48.21, Proposed Lot 180", prepared by PSEG Services Corporation, Surveys & Mapping, 80 Park Plaza, T20, Newark, N.J. 07102, dated October 24, 2023 (last revised March 14, 2024).



Date:
2024.05.31
09:15:05 -04'00'

Michael, D. Ragsdale, P.L.S
NJ Professional Land Surveyor
License No. 24GA28078500

ATTACHMENT D - MITIGATION DOCUMENT – USA



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Great Swamp National Wildlife Refuge
32 Pleasant Plains Road
Basking Ridge, NJ 07920



3/14/2023; updated 1/29/2024, 3/14/2024

Mitigation for impacts due to the Public Service Electric and Gas Company (PSE&G) Roseland Switch to Branchburg Switch Transmission Line Replacement Project to the Great Swamp National Wildlife Refuge (GSNWR) will be achieved in part through the purchase and transfer of the former Ferber Farm to the GSNWR. This land transfer is subject to the following caveats, previously discussed between PSE&G and GSNWR.

1. All disturbed areas will be restored to original existing cover type (or better in coordination with refuge staff) through seeding and planting.
2. A small gravel parking area will be constructed on the footprint of the former Ferber Office building, or other appropriate location, for refuge administrative and visitor use.
3. All buildings not otherwise accounted for through separate arrangement on the property will be removed and the building footprint restored to the surrounding habitat or cover type (or better in coordination with refuge staff) to be consistent with GSNWR's wildlife focus. Specific questions in this regard must be resolved between PSE&G and the Refuge Manager.
4. Per a separate agreement with other stakeholders, a subdivision of the "Ferber House" and "Ferber Horse Barn" and two acres of surrounding support area will be conducted subject to approval by Chatham Township and the Board of Public Utilities. The subdivided parcel will be transferred to the Great Swamp Watershed Association (GSWA) or other non-profit engaged in educating the public about storm water run-off, non-point source pollution, erosion, watershed management or similar efforts within the Great Swamp area, and will provide for ROW access to these facilities across what will become the refuge access road to the property on the currently existing access road. Details of this subdivision shall be communicated to refuge manager for concurrence as the subdivision is developed to ensure compatibility with the surrounding land use on what will become refuge lands. Details should otherwise be negotiated directly with GSWA or other third party non-profit. Should the effort involving the GSWA or other third party environmental non-profit not move forward, buildings will be razed, habitat restored as above, and resulting two acres included in the land transfer to the refuge as above. The deadline for the completion of all facets of this arrangement is June 30, 2025 consistent with PSE&G project end date. The instrument transferring title to GSWA shall contain a restriction preventing transfer of the property for any use inconsistent with the uses set forth herein.
5. To offset the stipulation in number 4 above, PSE&G will require GSWA to transfer and convey 2 parcels formerly discussed (former Hoag property-Block 14 Lot 61.04; former Kent property-Block 14 Lot 47) and to the GSNWR. Absent the transfer of the Ferber

House and Ferber Horse Barn to the GSWA or other non-profit there would be no need for these additional parcels.

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Michael Horne
Refuge Manager
Lenape National Wildlife
Refuge Complex

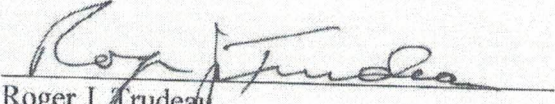
ATTACHMENT E
VERIFICATION
OF
ROGER J. TRUDEAU, MANAGER
CORPORATE REAL ESTATE TRANSACTIONS

**VERIFICATION OF ROGER J. TRUDEAU IN SUPPORT OF
NOTICE BY PUBLIC SERVICE ELECTRIC AND GAS COMPANY
OF TRANSFER OF UTILITY PROPERTY PURSUANT TO N.J.A.C. 14:1-5.6
LOT 180 IN BLOCK 48.21, CHATHAM TOWNSHIP, NEW JERSEY**

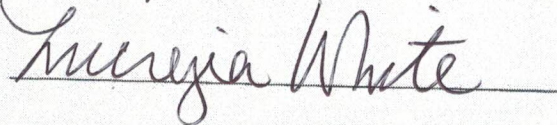
STATE OF NEW JERSEY)
)SS:
COUNTY OF ESSEX)

I, the undersigned, being duly sworn, depose, say and certify on behalf of Public Service Electric and Gas Company ("PSE&G" or the "Company") and not in my individual capacity, that:

1. I am Roger J. Trudeau, Manager, Corporate Real Estate Transactions of PSEG Services Corporation, Agent to PSE&G and I am authorized to make the statements and representations set forth herein on behalf of the Company.
2. In conformance with the requirements of N.J.A.C. 14:1-5.6, and specifically with the requirement of N.J.A.C. 14:1-5.6(e)(8), the Company hereby certifies the information included in the notice to which this Verification is attached regarding the transfer of PSE&G real property located at Lot 180 in Block 48.21, Chatham Township, New Jersey.
3. The statements made in this Verification are based upon consultations with the appropriate personnel at the Company.
4. To the best of my knowledge, information, and belief, I hereby certify that the statements made in this Verification are true correct, accurate and complete.


Roger J. Trudeau
Manager, Corporate Real Estate Transactions
PSEG Services Corporation, Agent to PSE&G

Sworn and subscribed to)
before me this 6th day)
of Sept., 2024.)



LUCREZIA WHITE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 1, 2026