

April 5, 2021

VIA ELECTRONIC MAIL

Michael J. Connolly

Direct Phone 973-200-7412
Direct Fax 973-200-7470
mconnolly@cozen.com

Office of the Secretary
Attn: Aida Camacho-Welch, Secretary
New Jersey Board of Public Utilities
44 South Clinton Street, 9th Floor
P.O. Box 350
Trenton, New Jersey 08625

Re: In the Matter of the Verified Petition of Jersey Central Power & Light Company Seeking (a) Approval of the Sale of its Ownership Interest in the Yards Creek Generating Station Pursuant to N.J.S.A. 48:3-7, (b) Waiver of the Advertising Requirement of N.J.A.C. 14:1-5.6(b), (c) a Specific Determination Allowing the Yards Creek Generating Station to Be an Eligible Facility Pursuant to Section 32 of the Public Utility Holding Company Act of 1935 under the Public Utility Holding Company Act of 2005, (d) to the extent necessary, a Determination of Compliance with, or the Non-applicability or Waiver of, the Auction Standards under the Board's 1998 Order Adopting Auction Standards under N.J.S.A. 48:3-59 b., and (e) Other related relief. - CLOSING DOCUMENTS

Dear Secretary Camacho-Welch:

On behalf of Jersey Central Power & Light Company ("**JCP&L**" or the "**Company**") enclosed for filing with the New Jersey Board of Public Utilities (the "Board") are copies of the closing documents (the "**Closing Documents**") associated with the March 5, 2021 closing of the sale of JCP&L's 50% undivided ownership interest in the Yards Creek Generating Station ("**Yards Creek Facility**") to an unaffiliated and unregulated entity, Yards Creek Energy, LLC ("**Buyer**"). A brief recounting of the relevant history follows:

The Yards Creek Facility is a 420 MW pumped-storage hydro facility, located in Blairstown and Hardwick Townships in Warren County that began commercial operation in 1965 and, since 1964 until recently, had been owned by JCP&L and Public Service Electric and Gas Company ("**PSE&G**"), under an agreement ("**1964 Agreement**") whereby PSE&G acquired a 50% undivided ownership interest in the Yards Creek Facility. The 1964 Agreement was approved by the Board by Order dated March 4, 1965 and subsequently amended on March 10, 1965. PSE&G's 50% undivided ownership interest in the Yards Creek Facility was subsequently transferred to PSEG Fossil, LLC, a

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Delaware limited liability company as part of PSE&G's restructuring proceeding and approved by the Board on August 24, 1999.

On January 17, 2020, JCP&L and PSEG Fossil entered into a Stipulation of Settlement ("**SOS**") that resolved any differences between the entities and was filed with the Board on February 21, 2020. The SOS was approved by the Board on March 27, 2020 and became effective April 6, 2020.

On April 6, 2020, JCP&L and the buyer entered into an Asset Purchase Agreement ("**APA**") for the transfer and sale of the JCP&L 50% undivided ownership interest in the Yards Creek Facility.

On May 6, 2020, JCP&L's filed a Petition (the "**Petition**") seeking the Board's approval of the sale of its 50% undivided interest in the Yards Creek Facility to the Buyer for a base purchase price of \$155 million and also requested a waiver of the advertising requirements pursuant to N.J.A.C. 14:1-5.6(b) and other associated relief, including approval to terminate the 1964 Agreement.

On September 10, 2020, PSEG Fossil closed on the sale of its 50% interest in the Yards Creek Facility to Buyer.

On October 28, 2020 the Board, among other things, approved JCP&L's sale of the Yards Creek Facility to the Buyer under the APA and the termination of the 1964 agreement.

Among other things, the Board's October 28, 2020 Order requires "[w]ithin thirty (30) days of the date of the closing on this transaction, the Company shall file with the Board proof of the closing, net transaction costs, and final journal entries along with a detailed calculation, including selling expenses, of the sale." (Order at p.6).

The Closing Documents (Exhibits 1-6 attached hereto) enclosed with this filing are comprised of the Deed, the Bill of Sale, a copy of the Termination Agreement, terminating the 1964 Agreement, a letter notification to the Federal Energy Regulatory Commission ("FERC") dated March 9, 2021, notifying the FERC of the consummation of the sale of JCP&L's interest in the Yards Creek Facility to the Buyer, and a copy of the accounting entries as of April 5, 2021 for the March 5, 2021 Closing of the sale of JCP&L's interest, providing a calculation of such sale, including selling expenses. It is noted that the transaction remains subject, under the terms of the APA, to the preparation and settlement of a true-up statement, which is to be prepared 90 days following Closing, with non-disputed amounts payable from one party to the other, as the case may be, within fifteen business days following receipt thereof.

With the filing of the Closing Documents as required by the Board's Order, we understand that the Board's file on this transaction will be considered closed subject to the conditions stated in the October 28, 2020 Board Order, a copy of which is also enclosed with the Closing Documents.

I hereby certify that, consistent with the Board's Order dated March 19, 2020 (Docket No. EO20030254) directing that all submissions to the Board or Rate Counsel, of any kind, be submitted electronically, an electronic copy of this transmittal letter and the closing documents as enclosed herewith, have this day been transmitted to parties on the attached service list via electronic mail. Please kindly confirm receipt of same.

Thank you for your courtesies in connection with the filing of the Closing Documents. If you have any questions, please free to contact me.

Respectfully submitted,

COZEN O'CONNOR

A handwritten signature in blue ink, reading "Michael J. Connolly". The signature is fluid and cursive, with a long horizontal stroke at the end.

By: Michael J. Connolly

MJC:lg
Enclosures

cc: (w/enc.: Service List as indicated)

Jersey Central Power and Light Company

In the Matter of the Verified Petition of Jersey Central Power & Light Company Seeking (a) Approval of the Sale of its Ownership Interest in the Yards Creek Generating Station Pursuant to N.J.S.A. 48:3-7, (b) Waiver of the Advertising Requirement of N.J.A.C. 14:1-5.6(b), (c) a Specific Determination Allowing the Yards Creek Generating Station to Be an Eligible Facility Pursuant to Section 32 of the Public Utility Holding Company Act of 1935 under the Public Utility Holding Company Act of 2005, (d) to the extent necessary, a Determination of Compliance with, or the Non-applicability or Waiver of, the Auction Standards under the Board's 1998 Order Adopting Auction Standards under N.J.S.A. 48:3-59 b., and (e) Other related relief.

BPU Docket No. EM20050343

SERVICE LIST

JCP&L

Mark A. Mader
Director NJ Rates
Jersey Central Power & Light Company
300 Madison Avenue
P.O. Box 1911
Morristown, New Jersey 07960
mamader@firstenergycorp.com

James O'Toole
Jersey Central Power & Light Company
300 Madison Avenue
P.O. Box 1911
Morristown, New Jersey 07960
jotoole@firstenergycorp.com

Lauren Lepkoski, Esq.
FirstEnergy Service Company
2800 Pottsville Pike
Reading, Pennsylvania 19601
llepkoski@firstenergycorp.com

Karen A. Sealy, Esq.
FirstEnergy Service Company
Legal Dept.
76 S. Main Street
Akron, OH 44308-1890
ksealy@firstenergycorp.com

Albert Fratini
FirstEnergy Corp.
76 S. Main Street
A-GO-16
Akron, OH 44308
afratini@firstenergycorp.com

Michael Connolly, Esq.
Cozen O'Connor
One Gateway Center, Suite 910
Newark, NJ 07102
mconnolly@cozen.com

Gregory Eisenstark, Esq.
Cozen O'Connor
One Gateway Center, Suite 910
Newark, NJ 07102
geisensentark@cozen.com

William Lesser, Esq.
Cozen O'Connor
One Gateway Center, Suite 910
Newark, NJ 07102
wlesser@cozen.com

Lisa Gurkas
Cozen O'Connor
One Gateway Center, Suite 910
Newark, NJ 07102
lgurkas@cozen.com

NJ BOARD OF PUBLIC UTILITIES

*Aida Camacho-Welch, Secretary
N.J. Board of Public Utilities
44 South Clinton Avenue, 3rd Floor
P.O. Box 350
Trenton, NJ 08625-0350
board.secretary@bpu.nj.gov

Paul Flanagan, Executive Director
N.J. Board of Public Utilities
44 South Clinton Avenue, 10th Floor
P.O. Box 350
Trenton, NJ 08625-0350
paul.flanagan@bpu.nj.gov

Stacy Peterson
N.J. Board of Public Utilities
44 South Clinton Avenue
P.O. Box 350
Trenton, NJ 08625-0350
stacy.peterson@bpu.nj.gov

Abe Silverman
Chief Counsel
N.J. Board of Public Utilities
44 South Clinton Avenue, 9th Floor
P.O. Box 350
Trenton, NJ 08625-0350
abe.silverman@bpu.nj.gov

Sri Medicherla
N.J. Board of Public Utilities
44 South Clinton Avenue
P.O. Box 350
Trenton, NJ 08625-0350
Sri.Medicherla@bpu.nj.gov

DIVISION OF RATE COUNSEL

Stefanie Brand, Director
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
sbrand@rpa.nj.gov

Brian O. Lipman, Esq.
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
blipman@rpa.nj.gov

Ami Morita, Esq.
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
amorita@rpa.nj.gov

Brian Weeks
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
bweeks@rpa.nj.gov

David Wand
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
dwand@rpa.nj.gov

Debora Layugan
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
dlayugan@rpa.nj.gov

Matthew Kahal
Exeter Associates, Inc.
1108 Pheasant Crossing
Charlottesville, VA 22901
mkahal@exeterassociates.com

DEPT. OF LAW & PUBLIC SAFETY
- DIVISION OF LAW

Pamela Owen
Deputy Attorney General
NJ Department of Law and Public Safety
Richard J. Hughes Justice Complex
Public Utilities Section
25 Market Street, P.O. Box 112
Trenton, NJ 08625
Pamela.Owen@law.njoag.gov

Terel Klein
Deputy Attorney General
NJ Department of Law and Public Safety
Richard J. Hughes Justice Complex
Public Utilities Section
25 Market Street, P.O. Box 112
Trenton, NJ 08625
Terel.Klein@law.njoag.gov

CLOSING DOCUMENTS

EXHIBIT 1

**Deed from JCP&L to Yards Creek Energy, LLC
dated March 3, 2021 and delivered March 5, 2021.**

Prepared By: Tara P. Carver, Esq.

DEED

FROM

JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey Corporation, as
successor in interest to Yards Creek Pumped Storage Power Company,
by merger effective December 31, 1963

as Grantor

TO

YARDS CREEK ENERGY, LLC, a Delaware Limited Liability Company,
as Grantee

Dated: March 3, 2021 and delivered on March 5, 2021

Record and return to:

Chicago Title Company, LLC
2446 Church Rd., 3rd Flr.
Toms River, NJ 08753
Ref.: 19-001219-ANCS

DEED

This Deed is made on the 3rd day of March, 2021 and delivered on March 5th, 2021

FROM

JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey Corporation, as successor in interest to Yards Creek Pumped Storage Power Company, by merger effective December 31, 1963, referred to as the Grantor,

TO

YARDS CREEK ENERGY, LLC, a limited liability company of the State of Delaware, having its principal office at One Tower Center, 21st Floor, East Brunswick, NJ 08816, referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of FIVE MILLION FIVE HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED FIFTY and 00/100 (\$5,593,850.00) DOLLARS. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1)

Municipality of Hardwick (formerly Pahaquarry): Block No. 1301, Lot No. 2.01

and

Municipality of Blairstown: Block No. 202, Lot No. 13; Block No. 301, Lot No. 3; Block No. 302, Lot No. 1; Block 406, Lot No. 16.02; and Block No. 701, Lot No. 2.

Solely to the extent that such tracts, or portions thereof, are described hereinbelow as the property conveyed to the Grantee.

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

Property. The property conveyed to the Grantee herein consists of the Grantor's undivided Fifty Percent (50%) interest as a tenant-in-common of the right, title and interest in the land and all the buildings, structures and improvements (surface and subsurface) located on the land in the Township of Hardwick and in the Township of Blairstown, each in the County of Warren and State of New Jersey and together commonly referred to as the Yards Creek Pumped

Storage Hydro Generating Station and is described as follows:

Parcel One:

The land conveyed to Public Service Electric and Gas Company, by Deed from Jersey Central Power & Light Company, dated June 7, 1965 and recorded June 8, 1965 in [Deed Book 467 at Page 563](#), which Deed is annexed hereto as “Exhibit A-1”.

Excepting thereout and therefrom the land conveyed to the State of New Jersey by Deed from Jersey Central Power & Light Company and Public Service Electric and Gas Company, dated June 25, 1969 and recorded September 17, 1969 in [Deed Book 507 page 736](#), which Deed is annexed hereto as “Exhibit A-2”

Together with the land conveyed to Jersey Central Power & Light Company and Public Service Electric and Gas Company, by Deed from Walter J. Linaberry and Eunice Linaberry, his wife and, Pearl Linaberry, single and Bertha Linaberry, single, dated April 4, 1973, recorded April 4, 1973 in [Deed Book 539, Page 135](#), which Deed is annexed hereto as “Exhibit A-3”

Excepting thereout and therefrom the land conveyed to the George Washington Council, Boy Scouts of America, by Deed from Jersey Central Power & Light Company and Public Service Electric and Gas Company, dated November 27, 1981 and recorded December 24, 1981 in [Deed Book 786 page 188](#), which Deed is annexed hereto as “Exhibit A-4”.

Excepting thereout and therefrom the land conveyed to the United States of America, by Deed from PSEG Fossil, LLC and Jersey Central Power & Light Company, dated November 1, 2007, recorded November 27, 2007 in [Deed Book 2182 page 252](#), which Deed is annexed hereto as “Exhibit A-7”.

Parcel Two:

Together with the non-exclusive beneficial easement rights reserved in that certain Deed to the George Washington Council, Boy Scouts of America, by Deed from Jersey Central Power & Light Company and Public Service Electric and Gas Company, dated November 27, 1981, recorded December 24, 1981 in [Deed Book 786 page 188](#) (which Deed is annexed hereto as “Exhibit A-4”), as modified by the Deed of Release to Central Jersey Council, Boy Scouts of America, the survivor and successor in and by 1999 merger to the former George Washington Council, Boy Scouts of America from PSEG Fossil, LLC, successor to Public Service Electric and Gas Company and Jersey Central Power & Light Company, dated October 25, 2017 and recorded April 12, 2018 in [Deed Book 2850, Page 147](#) (which Deed is annexed hereto as “Exhibit A-5”); as modified under Deed of Donation to the State of New Jersey, Department of Environmental Protection, from Central Jersey Council, Boy Scouts of America, the survivor and successor in and by 1999 merger to the former George Washington Council, Boy Scouts of America, dated April 5, 2018 and recorded April 12, 2018 in [Deed Book 2850, Page 199](#) (which Deed is annexed hereto as “Exhibit A-6”); as modified by the Deed to Jersey Central Power & Light Company from Central Jersey Council, Boy Scouts of America, the survivor and successor in and by 1999 merger to the former George Washington Council, Boy Scouts of America, dated

April 5, 2018 and recorded April 12, 2018 in Deed Book 2850, Page 212, which Deed is annexed hereto as “Exhibit A-8”.

Parcel Three:

The land conveyed to Jersey Central Power & Light Company and Public Service Electric and Gas Company, by Deed from Roland W. Chamberlain and Carrie A. Chamberlain, his wife, dated October 20, 1966 recorded October 20, 1966 in Deed Book 480, Page 513, which Deed is annexed hereto as “Exhibit A-9”.

Which property is, for informational purposes only, also described on “Exhibit C” annexed hereto.

Together with the appurtenances and all the estate and rights of Grantor in and to the property and together with all right, title and interest of Grantor, if any, in and to the highways and all gores and strips of land, easements, rights and rights of way appurtenant to or used in connection with the property without limitation.

Reserving, however, unto Grantor, its current and future affiliates, tenants, licensees and designees, and its and their successors and assigns, including any successors-in-interest to Grantor as owner of the Kittatinny Substation (as hereinafter defined), on a non-exclusive basis but without any interference by Grantee or any person or entity claiming by or through Grantee, a perpetual easement and right-of-way for the construction, installation, attachment, replacement, reconstruction, inspection, use, operation, maintenance, repair, protection, relocation and removal of T&D and Communications Facilities (as hereinafter defined), where now are located, and where in the future (with Grantee’s consent, not to be unreasonably withheld, conditioned or delayed) may be located, upon, over and across the herein-conveyed property and its appurtenances, together with the right of access upon, over and across the herein-conveyed property and its appurtenances to and from the locations of such T&D and Communications Facilities and to and from the Kittatinny Substation and the Boy Scout Land (as hereinafter defined); provided that Grantor’s exercise of the foregoing easement and right-of-way and related access right shall not interfere in any material respect with the operation of the Yards Creek Pumped Storage Hydro Generating Station or otherwise materially and adversely affect Grantee’s use and enjoyment of the herein-conveyed property or its appurtenances (such exercise by Grantor in the ordinary course of business consistent with past practice being acknowledged by Grantee not to so interfere or affect), and further provided that each of Grantor and Grantee shall have the right to impose on the other and such persons or entities claiming by or through the other, such commercially reasonable policies, protocols and procedures for the safety and security of people and property in furtherance of (but only to the extent consistent with) the foregoing terms and conditions and any applicable law and regulation. Without limiting the generality of the preceding sentence, Grantor specifically reserves unto itself, its current and future affiliates, tenants, licensees and designees, and its and their successors and assigns, including any successors-in-interest to Grantor as owner of the Kittatinny Substation, all right, title and interest of Grantor in and to such easements, rights-of-way and related access rights as may now exist of record with respect to the herein-conveyed property and its appurtenances, including but not limited to such easements, rights-of-way and related access rights granted, reserved or declared for the benefit of Grantor or its predecessors-in-interest as owner of the

herein-conveyed property and appurtenances, including New Jersey Power & Light Company and Yards Creek Pumped Storage Power Company, pursuant to those deeds, indentures and other instruments recorded in the Warren County Clerk's Office at: deed book 330, page 567; deed book 438, page 741; deed book 449, page 511; deed book 450, page 210; deed book 451, page 254; deed book 451, page 460; deed book 456, page 864; deed book 457, page 22; deed book 463, page 325; deed book 465, page 642; deed book 467, page 328; deed book 450, page 286; deed book 467, page 563; deed book 786, page 188; deed book 2850, page 147; deed book 2850, page 199; and deed book 2850, page 212. As used herein: the "Kittatinny Substation" refers to the real property described in part G of the schedule to the instrument recorded in deed book 467, page 563; the "Boy Scout Land" refers to the real property described in schedule A to the instrument recorded in deed book 2850, page 212; and "T&D and Communications Facilities" refer to facilities for the transmission and distribution of electric current and energy-related and communications-related services, whether overhead, on-the-ground or underground, including but not limited to towers, poles, cables, conduits, conductors, lines, circuits, wires, guys, antennas, shelters, cabinets, anchors, attachments and similar improvements, fixtures and equipment.

This conveyance is made subject to existing covenants, conditions, easements, and restrictions of record, such state of facts as may be disclosed by an accurate survey, zoning ordinances and such other applicable municipal and governmental regulations affecting this property and its use and to the matters listed on "Exhibit B" attached hereto and incorporated herein by this reference (collectively, the "Permitted Encumbrances").

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

[SIGNATURE PAGE TO FOLLOW]

Signatures. This Deed is executed and delivered by the Grantor's authorized member, manager or officer as of the respective dates at the top of the first page.

Witness:

JERSEY CENTRAL POWER & LIGHT COMPANY, as successor in interest to Yards Creek Pumped Storage Power Company, by merger effective December 31, 1963

By: FirstEnergy Service Company, its authorized agent

By: Terry Brooks
Print Name: Terry Brooks

By: William R. Beach
Print Name: William R. Beach
Title: Director, Real Estate

STATE OF Ohio
COUNTY OF Summit : SS

I certify that on March 3, 2021, William R. Beach personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Director, Real Estate, of FirstEnergy Service Company, as authorized agent of Jersey Central Power & Light Company, a New Jersey corporation, as successor in interest to Yards Creek Pumped Storage Company, by merger effective December 31, 1963, the entity named in this instrument;
- (c) executed this instrument as the act of the entity named in this instrument; and
- (d) made this instrument for: \$5,593,850.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Sara A. Batko
Notary Public



Sara A. Batko
Notary Public
In and For the State of Ohio
My Commission Expires
23 September 2023

EXHIBIT A-1

[See Attached]

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THIS INDENTURE, made the 7th day of June, in the year of Our Lord One Thousand Nine Hundred and Sixty-five, between JERSEY CENTRAL POWER & LIGHT COMPANY, a corporation of the State of New Jersey, having its principal office in the Township of Morris in the County of Morris and State of New Jersey, hereinafter referred to as the party of the first part; and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, also a corporation of the State of New Jersey, having its principal office at 80 Park Place in the City of Newark in the County of Essex and State of New Jersey, hereinafter referred to as the party of the second part;

WITNESSETH, that the said party of the first part, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, lawful money of the United States of America, to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, transferred, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, transfer, convey and confirm unto the said party of the second part, and to its successors and assigns, forever, as tenant in common with the party of the first part, an undivided fifty per cent (50%) interest in and to all those tracts or parcels of land and premises situate, lying and being in the Townships of Blairstown and Pahaquarry in the County of Warren and State of New Jersey which are particularly described in the schedule annexed hereto and made a part hereof, and also an undivided fifty per cent (50%) interest in all project works, structures, fixtures,

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equipment, riparian rights, licenses, permits, authorizations, contracts, agreements, engineering studies, surveys and all other property of any kind constituting or pertaining to (1) the Yards Creek facilities now owned by the party of the first part, more particularly set forth and described as Yards Creek Project No. 2309 in the license issued by the Federal Power Commission authorizing the construction, operation and maintenance of such facilities and in the application for such license and (2) all other Kittatinny Mountain Project properties or interests therein now owned by the party of the first part; said Yards Creek facilities (sometimes herein called Yards Creek stage) being the first stage of said Kittatinny Mountain Project, and said Kittatinny Mountain Project being the planned comprehensive development of the pumped storage electric generating potential at and near Kittatinny Mountain in said Townships of Blairstown and Pahaquarry, Warren County, New Jersey.

Together with an undivided fifty per cent (50%) interest in and to all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, an undivided fifty per cent (50%) interest in and to all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

To have and to hold, as tenant in common with the party of the first part, all and singular, such undivided fifty per cent (50%) interest in and to said land, premises and property with the appurtenances, unto the said party of the second part, its successors and assigns, forever, to the only proper use, benefit

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and behoof of the said party of the second part, its successors and assigns, forever.

And the said party of the first part for itself, its successors and assigns, does covenant, promise and agree to and with the said party of the second part, its successors and assigns, forever, that it has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever whereby or by means whereof said undivided fifty per cent (50%) interest in and to said lands, premises and property or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever, except as stated in the Schedule annexed hereto.

The party of the second part, by its acceptance hereof, assumes a fifty per cent (50%) share of any obligation or liability of the party of the first part applicable to the property being conveyed, sold, transferred, and assigned hereby, including without limitation, obligations under licenses, permits, authorizations, contracts and agreements which are part of or pertain to the property being conveyed, sold, transferred or assigned hereby; provided however, that the party of the second part does not assume hereby any obligation or liability of the party of the first part under or by reason of that certain Indenture dated as of March 1, 1946, from Jersey Central Power & Light Company to City Bank Farmers Trust Company, Trustee, as amended and supplemented, and provided further that the responsibility of the party of the second part to the party of the first part pursuant to this paragraph shall not include any obligation or liability of the party of the first part with respect to any matter if, and to the extent that, such obligation or liability shall be covered by insurance obtained by the party of the first part, the premium for which insurance coverage

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has been capitalized by the party of the first part and is included as a part of the selling price of the property being conveyed, sold, transferred and assigned hereby.

This deed is given under and subject to the following covenant, waiver, surrender and release by and between the party of the first part and the party of the second part, to which, by their execution, delivery and acceptance hereof, they respectively agree, to wit, that the property in which the party of the first part by this deed is conveying to the party of the second part an undivided fifty per cent (50%) interest, and the improvements hereinafter mentioned, shall not, during the period hereinafter specified, be subject to any partition or sale for division, either voluntary or involuntary, by either judicial or nonjudicial action, and all right to effect during said period such a partition or sale for division is hereby waived, surrendered and released; and said covenant, waiver, surrender and release: (1) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and the mortgagees, receivers, trustees or other representatives of the parties hereto and of their respective successors and assigns and shall run with the land, (2) shall be applicable not only to said property but shall also be applicable to all improvements now or hereafter made thereon or thereto, (3) shall be effective during the period commencing with the date of the execution and delivery of this deed and shall continue in effect so long as the Yards Creek stage and/or the Kittatinny Mountain Project, as the case may be, in the opinion of either party hereto is used or useful for the generation of electricity, except that if, at any one or more times during said period, all tenants in common then owning undivided interests in

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said property and improvements by an appropriate instrument executed and delivered by all such tenants in common, shall dispose of and convey any portion thereof or interest therein, said covenant, waiver, surrender and release shall, upon such delivery, cease to be binding with respect to such portion or interest so disposed of and conveyed, but shall nevertheless remain effective during the aforesaid period with respect to the balance of said property and improvements not so disposed of and conveyed, and (4) shall not, and is not intended to, prohibit or limit in any way the right of each tenant in common at any time owning an undivided interest in said property and improvements, to sell, convey, mortgage and otherwise freely transfer and alienate its own respective undivided interest therein, either in whole or in part, subject, however, to said covenant, waiver, surrender and release.

The party of the first part will, at any time and from time to time hereafter, upon reasonable request of the party of the second part, make, execute and deliver, or cause to be made, executed and delivered, all and every such further and lawful conveyances, transfers, assignments, releases and other instruments and documents as the party of the second part shall request for the better and more effectual vesting and confirming in the party of the second part the interests conveyed, sold, transferred or assigned hereby.

This grant and conveyance was approved by the Board of Public Utility Commissioners of the State of New Jersey by its Order dated March 4, 1965, Docket No. 651-55, as amended by Order dated March 10, 1965. On May 10, 1965, the Securities and Exchange Commission issued an Order (File No. 70-4252) permitting to become effective a declaration filed by the party of the first part

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relating to this grant and conveyance.

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be signed by one of its Vice Presidents and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, the day and year first above written.

JERSEY CENTRAL POWER & LIGHT COMPANY

By J. E. Logan
J. E. Logan, Vice President



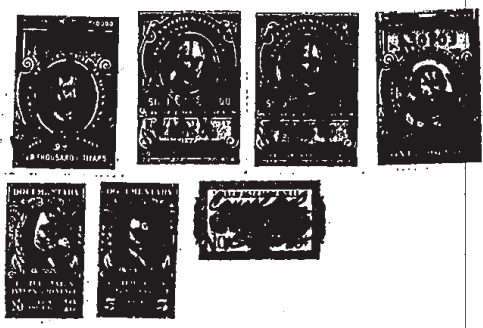
L. Sloan
L. Sloan

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By Edwin H. Snyder
EDWIN H. SNYDER Vice President



E. Carrington, Jr.
E. CARRINGTON, Jr.



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SCHEDULE

In this Schedule, Jersey Central Power & Light Company is referred to as "Company."

FIRST:

PART A—Yards Creek Pumped Storage Hydro Generating Station and Lower Reservoir Site (additional lands under Parts C and D below):

FIRST, MADELINE DIEFFENBACH PARCEL: All those four certain lots, tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Township of Blairstown in the County of Warren and State of New Jersey.

First Tract: Beginning at a black oak standing at the foot of the Blue Mountain and running thence (1) south sixty degrees east ten chains to a chestnut oak; (2) south fifty degrees west forty-seven chains and fifty links to stones, a corner of John I. Blair and the said Eline Titman (now deceased); (3) north sixty-two degrees west twenty-eight chains and fifty links to stones another of said Titman's corners; (4) north sixty-seven degrees east fifty-seven chains and sixty links to the place of beginning. Containing 85.80 acres of land.

Second Tract: Beginning at a black ash (down in 1878) (1) north thirty-two degrees east twenty chains to stones; (2) north seventy-two degrees east eighteen chains and forty links to stones; (3) south sixty-two degrees east thirty-five chains to a stone on the south side of the Bog Meadow; (4) south seventy-two degrees west forty-three chains and eighty links to stones, Titman's corner; (5) south sixty-eight and one half degrees west four chains and seventy-five links to stones; (6) south fifty-four degrees west fourteen chains and fifty links to a large black oak; (7) south twenty-eight degrees west seven chains to stones; (8) south two degrees east twenty chains to a black oak sapling; (9) south forty-seven degrees west twenty chains to stones (Drum's corner); (10) north fifty-five degrees west nine chains to stones; (11) north two degrees east twenty chains to a chestnut; (12) north thirty-two degrees east thirty-six chains to stones; (13) north fifty-nine and a half degrees east seven chains to the place of beginning. Containing 186 acres of land be the same more or less.

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Third Tract: Beginning at an oak tree, corner of John I. Blair's land and thence (1) north seventy-one and a half degrees west four chains and forty-five links to a stake; (2) south fifty-seven degrees west fourteen chains and fifty links to a stake; (3) south thirty-eight degrees west seven chains and fourteen links to a stake; (4) south seven chains to a stake; (5) east nineteen chains and sixty-nine links to a stake; (6) north one and one half degrees east twenty-two chains and seventy-five links to the place of beginning; containing 32.94 acres be the same more or less.

Fourth Tract: Beginning at a stake by the creek and thence (1) north thirty-five degrees east twenty-five chains and fifty links to a stake John I. Blair's corner, (2) south seventy-eight degrees west eighteen chains and twenty-five links to a stake; (3) south ten degrees east seventeen chains to the place of beginning, containing 15.75 acres of land.

Being the same premises conveyed to Company by deed of Madeline E. Dieffenbach, dated June 29, 1962, and recorded in Book 447 of Deeds for Warren County at page 1.

SECOND, LINADENNY PARCEL: All those seven certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Township of Blairtown in the County of Warren and State of New Jersey.

First Tract: Beginning at a large rock oak corner of John I. Blair's land, thence (1) North one and one-half degrees East eight chains and fifty-five links to a stake corner of Elias Tilman's land; thence (2) West nineteen chains and sixty-nine links to a stake; (3) South thirteen chains to a large Red Oak standing on the west side of the public road; (4) South sixty degrees West twenty chains to a Chestnut corner of the Drum lot; (5) South forty-three and three-quarters degrees West eleven chains and thirty-one links to corner of J. N. Tilman's land; (6) South thirty-nine and a half degrees East seven chains and ninety links to stones in the fence; (7) North sixty-two degrees East two chains and ninety-four links to stones in fence; (8) North forty-two degrees East six chains and fifty-five links to stones in the fence; (9) North sixty-seven and a half degrees East nine chains

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and twenty-four links to stones in the fence; (10) South sixty-one and a half degrees East fifteen chains and forty-seven links to a stake; (11) North forty-two and a half degrees East five chains and thirty-four links to a Hickory; (12) North one and a half degrees East twenty-four chains and forty links to a Chestnut stump; (13) North fifty-five degrees East eight chains and eighty links to the place of beginning. Containing one hundred and three acres and seventy-one hundredths of an acre of land be the same more or less.

There is excepted and reserved out of the above described Tract the following described triangular parcel of land:

Beginning at the northeasterly corner of a tract said to contain 45 acres and being the second tract described in a certain deed from Melinda Titman to H. P. Limberry, dated April 1, 1897 and recorded in Warren County Clerk's office in Book 160 of deeds, pages 257 &c., and running thence (1) along the southeasterly line of said 45 acre tract South 38 degrees 30 minutes 02 seconds West 60 feet to a point; thence (2) South 57 degrees 41 minutes 42 seconds East 120.24 feet to a point; thence (3) South 75 degrees 41 minutes 30 seconds East 115.44 feet to a point; thence (4) South 60 degrees 25 minutes 32 seconds East 132.19 feet to a point; thence (5) South 16 degrees 01 minute 57 seconds East 151.75 feet to a point; thence (6) North 89 degrees 27 minutes 07 seconds East 169.33 feet to a point; thence (7) South 87 degrees 30 minutes 12 seconds East 133.73 feet to a point; thence (8) South 81 degrees 24 minutes 43 seconds East 144.16 feet more or less, be the distance what it may to the center line of a proposed relocated road at a point of curve therein, having Grid Co-ordinates according to the New Jersey Grid Co-ordinant System, North 790263.16 and East 1899315.07; thence (9) along the center line of said proposed relocated road, having a bearing of North 59 degrees 28 minutes 44 seconds East, on a curve to the left, having a radius of 200 feet, an arc distance of 188.76 feet; thence (10) still along the same, North 5 degrees 24 minutes 09 seconds East 539.33 feet to a point of curve; thence (11) still along the same, on a curve to the right having a radius of 500 feet, an arc distance of 136.67 feet; thence (12) still along same, North 21 degrees 03 minutes 50 seconds east, 318.59 feet to a point of curve; thence (13) still along the same, on a curve to the left having a radius of 225 feet, be the distance what it may to a point in the fourth

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course of a tract said to contain 103.71 acres, as described as Tract 1 in the aforesaid deed dated April 1, 1897, being also line of lands recently conveyed by Madeline Dieffenbach, widow, to Jersey Central Power and Light Company; thence (14) Southwesterly along said fourth course and former Dieffenbach line 1280 feet more or less to the point and place of beginning.

Second Tract: Beginning at a stake and stones standing near the east side of Stoney Brook being the south corner of Thomas Harris land, now the heirs of Elias Titman, deceased, (1) South forty-one degrees West thirty-eight chains and eighty links to a heap of stones; (2) North thirty-three degrees West fourteen chains to the foot of a steep rock called the White Rocks; (3) North forty-one degrees East thirty-three chains and twenty links; (4) South fifty-five degrees East thirteen chains and twenty links to the place of beginning. Containing forty-five acres of land be the same more or less.

Third Tract: Beginning at a forked beech and running thence (1) North forty-four and a half degrees East twelve chains and thirty-seven links; thence (2) North sixty-nine degrees West seventeen chains and eighty links; thence (3) South eighty-four and a quarter degrees West one chain and twenty-five links; thence (4) South nineteen degrees West seven chains and fifteen links to Chestnut; thence (5) South twenty-six and a half degrees West three chains and forty-seven links to stake and flint stone; thence (6) South sixty-nine degrees East fourteen chains to the place of beginning. Containing eighteen acres and fifty hundredths of an acre be the same more or less.

Fourth Tract: Beginning at a heap of stones on the south side of the road leading from H. P. Linaberry farm to the (Cross Roads) pond leading to Catfish Pond from Blairstown, the northwest corner of a wood lot sold by John I. Blair to Jacob Keyser, now in the possession of D. B. Keyser, thence (1) as the needle point September 1923 by said Keyser's land South forty-four and one quarter degrees East thirteen chains and seventy links to a heap of stones a corner to D. B. Keyser's land; thence (2) South sixty-four and three quarters degrees West two chains and seven links to a heap of stones a corner to H. P. Linaberry's eighteen and one-half acre wood lot he purchased of John D. Vail and wife; thence (3) by the line of said lot, North sixty-

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five and one-half degrees West seventeen chains and sixty links to a stone heap on the south side of the road, the northeast corner of said eighteen and one-half acre lot; thence (4) along said road, North sixty-seven and three quarters degrees East eight chains and ninety-five links to the place of beginning. Containing seven acres and seven hundredths of an acre of land be the same more or less.

Fifth Tract: Beginning at an old birch stump, a corner also of lands of Hannah Smith and others, formerly a birch tree as mentioned in former deeds, said stump being on the southeast side of the Swamp, thence running as the needle indicated on February 20, 1913, (1) North seventy-eight degrees and fifteen minutes West sixteen chains and thirty-seven links to a corner in an old stone row in a road leading to Titman's farm, and said corner is in Palmer Linberry's line, thence by his line (2) South 6 degrees and thirty minutes West five chains and fifty links to a corner on the southwest side of said road in Linberry's line, thence (3) South seventy-eight degrees and fifteen minutes East sixteen chains and five links to a stone corner, passing at five chains a large hollow poplar tree on the line; thence (4) North ten degrees and fifteen minutes East five chains and fifty-six links to the place of beginning. Containing eight acres and ninety-seven hundredths of an acre, more or less.

Sixth Tract: Beginning at a stake on the West side of the road leading from Baltis Titman's to the Croxal lot and is a corner of lands formerly belonging to John Beck and runs thence (1) North ten degrees east three chains and thirty-eight links to a Chestnut tree marked for a corner; (2) North twenty-three degrees West one chain and eighteen links to a stake on the west side of the road; (3) South eighty-seven degrees West fifteen chains and seventy-five links to a stake; (4) South three quarters of a degree West two chains and sixty-four links to a stake; thence (5) South eighty-seven degrees East fifteen chains and fifty links to the place of beginning. Containing five acres of land be the same more or less.

Seventh Tract: Beginning at a yellow pine tree in fork of road, a corner to John M. Reid's lot and runs (1) North eighty-four and a quarter degrees East one chain and twenty-five links to post and stone a corner to John M. Reid's lot and also to lot once run off

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for George Lance; thence (2) North sixty-four and a quarter degrees East eight chains and sixty-seven links to stones on side of road, thence (3) North forty-seven and a quarter degrees East four chains and sixty-nine links to a pine on the lower side of the road, thence (4) North fifty-six degrees East five chains and fifty-seven links, to a forked Chestnut on the lower side of the road; thence (5) North forty-seven degrees East two chains and forty-seven links to a large leaning white oak on the upper side of the road, thence (6) North eighty-one degrees East one chain and fifteen links to a stake and stones on the north side of road and west side of brook near the bridge, a corner to Jacob Keyser and Elias Angle, thence (7) North eighteen degrees West two chains and seventeen links to a black ash on the west side of the brook, thence (8) South seventy-nine and a quarter degrees West nineteen chains and sixty links to a stake in the middle of the bars across a by-road leading to the "Croxel lot" and in Blair and Tinnin's line, thence (9) South one and a quarter degrees West three chains and sixty-three links to a pine, thence (10) South twenty-three degrees East one chain and ninety links to a Chestnut, thence (11) South ten degrees West five chains and twelve links to the beginning corner. Containing thirteen acres and fifty-eight hundredths of land more or less.

Being the premises conveyed to the Company by deed of Walter J. Linberry et als, dated August 31, 1862, and recorded in Book 448 of Deeds for Warren County at Page 304.

PART B—Kittatinny Mountain Upper Reservoir Sites:

STATE OF NEW JERSEY CONVEYANCE:

ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Townships of Palisquarry and Blairstown in the County of Warren and State of New Jersey;

BEGINNING at an unmarked point in the Easterly line of Parcel N, first tract, as described in a certain deed from Rossiter Realty Company to the State of New Jersey, dated August 2, 1954 and recorded at the Warren County Clerk's Office in Deed Book 377 on page 483, said

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beginning point also being located in the line of the Northwesterly, and third course recited in the second tract (a 45 acre tract) conveyed by Melinda Titman to Henry P. Linberry by deed dated April 1, 1897, and recorded at the Warren County Clerk's Office in Book 169 of Deeds on page 257, said beginning point also being located North 39 degrees 54 minutes 30 seconds East 868.80 feet from the beginning point of said third course (the white yacks), said beginning point also having New Jersey Grid Coordinates North 790,000.00 feet, East 1,896,980.22 feet, and running from said beginning point by the following fourteen (14) courses along lands remaining to the State of New Jersey: (1) due West 929.22 feet to a concrete monument set near the top of Kittatinny Mountain at Grid Coordinates North 790,000.00 feet, East 1,896,000.00 feet; thence by the remaining courses on Kittatinny Mountain, (2) by a line which for the latter part of its length runs nearly, but not necessarily exactly, along the Palmyra Township-Bhairstown Township Municipal boundary line, South 53 degrees 33 minutes West 2424.07 feet to an iron pipe set at grid coordinates North 789,560.00 feet East 1,894,050.00 feet; thence (3) North 62 degrees 44 minutes West 1462.51 feet to an iron pipe set at grid coordinates North 789,230.00 feet East 1,892,750 feet; thence (4) due West 2750.00 feet to an iron pipe set at grid coordinates North 789,230.00 feet East 1,890,000.00; thence (5) North 61 degrees 30 minutes West 798.49 feet to an iron pipe set at or near a peak of the Mountain at grid coordinates North 789,610.00 feet East 1,889,200.00 feet; thence (6) due West 3300.00 feet along the Northerly slope of a ridge located South of Sandfish Pond to an iron pipe set at grid coordinate North 789,610.00 feet East 1,886,000.00 feet; thence (7) by a line crossing the Appalachian Trail and running West of Sandfish Pond, due North 1125.00 feet to an iron pipe set on the Northerly slope of Kittatinny Mountain at grid coordinate North 790,735.00 feet East 1,886,000.00 feet; thence (8) along the Northerly slope of said Mountain and by a line crossing the outfall stream of Sandfish Pond North 62 degrees 41 minutes East 1187.46 feet to an iron pipe set at grid coordinates North 791,280.00 feet East 1,887,055.00 feet; thence (9) along the Northerly slope of said Mountain and near the top thereof North 74 degrees 46 minutes East 3345.69 feet to an iron pin at grid coordinates North 792,159.36 feet, East 1,890,283.03 feet; thence (10) along or near the top of the Mountain North 72 degrees 40 minutes East 1882.40 feet to an iron pipe set at or near a peak of the

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Mountain at grid coordinates North 792,720.00 feet, East 1,892,080.00 feet; thence (11) along or near the top of the Mountain and crossing a steep ravine North 64 degrees 01 minute East 2213.82 feet to an iron pipe set just southerly of the Appalachian Trail at Grid Coordinates North 793,690.00 feet, East 1,894,070.00 feet; thence (12) by a line which crosses a deep ravine or canyon South 52 degrees 19 minutes East 2388.25 feet to an iron pipe near the top of a peak of said Mountain at Grid Coordinates North 792,230.00 feet, East 1,895,960.00 feet; thence (13) South 35 degrees 06 minutes East 1808.88 feet to an iron pipe set at Grid Coordinates North 790,760.00 feet, East 1,897,000.00 feet; thence (14) by a line running down the easterly slope of the Mountain due South 841.40 feet to an unmarked corner in the aforementioned third course of the second tract conveyed to Henry P. Linaherry, Grid Coordinates North 790,108.51 feet, East 1,897,000.00 feet; thence (15) along a portion of said third course of the second tract conveyed to Henry P. Linaherry South 39 degrees 54 minutes 50 seconds West 141.48 feet to the place of beginning.

All bearings being in accordance with New Jersey Grid North and the tract or parcel containing a calculated area of 715.48 acres of land, more or less, as surveyed in 1959-1961 by Robert McEldowney, Jr. Professional Engineer and Land Surveyor, New Jersey License No. 7697.

Being a portion of a large tract of land of the State of New Jersey, sometimes referred to as "Buckwood" or the "Worthington Estate".

Taken with the easements, rights, privileges and authorities for pipe-lines, canals, roads, electric lines, etc. granted by the State of New Jersey to New Jersey Power & Light Company by deed dated December 26, 1962 and recorded in Warren County Clerk's Office in Book 460 of Deeds, page 210 except to the extent that certain thereof were reserved by and excepted from the conveyance to the Company by the deed mentioned next below.

Being a part of the premises conveyed to the Company by deed of New Jersey Power & Light Company, dated December 31, 1942 and recorded in Warren County Clerk's Office in Book 460 of Deeds, page 286.

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PART C—Yards Creek Lower Reservoir Additional Lands:

All those certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Township of Blairstown, County of Warren and State of New Jersey:

FIRST, CONRAD SMITH LANDS:

Beginning at an original chestnut corner and stones, in the Salter survey, and also said to be a corner of Conoyham Tract, (1) by the original line as located, and courses South 85 degrees east 22 chains to stone heap, original corner, east of old road; (2) North 27 degrees east 14 chains to stones near a chestnut oak the original corner as supposed 25 feet east Parr corner, stones; (3) North, original line 39 degrees east 13.25 chains heap of stones, original corner to chestnut oak about 40 feet further is stone heap by other chestnut; (4) North 35 east 3.80 chains to stone heap in original line which stands South 45 east 1.30 chains from Hurdens corner; (5) across the swamp North 83 degrees west 37.75 chains chestnut and stones near west side of swamp; (6) South 51 1/2 degrees west 2.70 chains to large chestnut and stones Brands or Kerns formerly, now or formerly Angles corner original which stands 10.5 chains the maple corner in former Titmans line in a course 71 degrees east; (7) by the original line of Dills to Kerns, now or formerly Angle, South 4 degrees west 21 chains to chestnut and stones in original Salter tract (called Sahlings in 1840); (8) in line now or formerly Angle's South 43 west 8.70 chains to stones in original line (Brands); (9) North 85 degrees east 7.87 chains to the beginning. Said to contain in all 88.75 acres.

Being the same premises conveyed to the Company by deed of DeWitt C. France *et ux.* dated December 14, 1962, recorded in Warren County Clerk's Office in Book 450 of Deeds, page 82.

SECOND, NEW JERSEY POWER & LIGHT COMPANY CONVEYANCE:

The following parcels conveyed to New Jersey Power & Light Company by fourteen deeds respectively mentioned below and being a portion of the lands conveyed to the Company by two deeds of New Jersey Power & Light Company, one dated December 31, 1962 and recorded in Warren County Clerk's Office in Book 450 of Deeds, page 286 and the

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other dated March 28, 1963 and recorded in Warren County Clerk's Office in Book 452 of Deeds, page 10.

First, Merrill Parcel: Beginning at a stone heap at head of Bear Swamp; thence (1) South 34 degrees West 10 chains to a heap of stones; (2) North 60 degrees West 20 chains to a heap of stones near several small black oak trees; thence (3) North 34 degrees East 6 chains and 65 links to a rock oak tree; thence (4) North 58 degrees West 3 chains and 31 links to stone corner; thence (5) North seventy and a half degrees East 4 chains and 47 links on former Lanterman's line to stone corner; thence (6) South 60 degrees East 20 chains and 78 links to the beginning. Containing 20 acres and 83/100ths of an acre of land, be the same, more or less.

Being the same land conveyed to New Jersey Power & Light Company by deed of Donald R. Merritt *et ux.*, dated October 17, 1960 and recorded in Warren County Clerk's Office in Book 435 of Deeds, page 689.

Second, Rosensweig Parcel: Being all that portion of the lands conveyed to Mack Rosensweig and Hilda Rosensweig, his wife, by two separate deeds from Henry C. Langor *et ux.*, respectively, dated October 23, 1950, and November 16, 1950, and respectively recorded in the Warren County Clerk's Office in Deed Book 349, at page 138, and in Deed Book 350, at page 232, lying northwesterly of a line beginning at a point in the second course of the second tract described in said deed dated October 23, 1950, therein distant 800 feet southerly measured along the same from the beginning of said second course and from said point running southwesterly through said second tract and through the first tract described in said deed to a point in the sixth course of the first tract there described, being also line of lands now or formerly of Harold Maring, therein distant 700 feet southerly measured along said sixth course from the intersection of said sixth course with the fifth course described in said deed together with all right, title and interest of Mack Rosensweig and Hilda B. Rosensweig, his wife, in adjoining lands to the northwest and southwest of said portion. Containing 72.10 acres, more or less.

It is the intention that the said lands shall be bounded northwesterly by lands now or formerly of William R. Cain, of Lanco Cowell, and of

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William P. Vall, devisee of Melissa G. Vall, widow, and bounded on the southwest by lands now or formerly of Harold Maring.

Being the same lands conveyed to New Jersey Power & Light Company by deed of Mack Rosensweig *et ux.*, dated January 16, 1961 and recorded in Warren County Clerk's Office in Book 436 of Deeds, page 991.

Third, Kirkhuff Parcel: Being all that portion of lands conveyed to John J. Kirkhuff and Hannah Kirkhuff, his wife, by deed of Ervin W. Lubenna *et ux.*, dated December 29, 1944 and recorded in Warren County Deed Book 313, page 605, lying northwesterly of a line beginning at a point in the third course of tract 4 as described in said deed, therein distant 1500 feet northwesterly measured along the same from the intersection thereof with the second course of said tract so described and running thence southwesterly to a point in the fifth course of said tract as so described, therein distant 600 feet southeasterly measured along the same from the northwesterly corner of said fourth tract, together with any right, title and interest of Hannah Kirkhuff in and to adjoining lands lying northeasterly, northwesterly and westerly thereof. It being the intent of this deed that the lands hereby conveyed shall be bounded northeasterly by lands now or formerly of George Dennis, northwesterly by lands now or formerly of Lance Cowell and westerly by lands now or formerly of George Dennis. Containing 10.4 acres more or less.

Being the same land conveyed to New Jersey Power & Light Company by deed of Hannah Kirkhuff, dated January 31, 1961 and recorded in Warren County Clerk's Office in Book 437 of Deeds, page 273.

Fourth, Benton Parcel: Being all that portion of a tract of 46.95 acres conveyed to Thomas Benton by deed of Mary Z. Benton, dated December 30, 1941 and recorded in Warren County Deed Book 301, page 318, lying northeasterly of a line beginning at a point in the westerly line of said lands therein distant 500 feet southeasterly measured along the same from the northeasterly corner of the third lot described in a certain deed from Hannah A. Beck, *et vir.* to George Dennis dated September 20, 1918 and recorded in Warren County Deed Book 211, Page 613, and from said point running northeasterly to a point in the northerly line of said 46.95 acre tract, therein distant 200 feet measured westerly along the same from the most easterly corner of said 46.95 acre tract, together with all right, title and interest of Thomas

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Benton in and to adjoining lands to the northeast and northwest of said portion. It being the intent that the lands hereby described shall be bounded westerly by lands now or formerly of George Dennis, north-westerly by lands now or formerly of Lance Cowell and northeasterly by lands now or formerly of Conrad Smith. Containing eleven acres, more or less.

Being the same land conveyed to New Jersey Power & Light Company by deed of Thomas Benton *et ux.*, dated April 14, 1961 and recorded in Warren County Clerk's Office in Book 438 of Deeds, page 810.

Fifth, Dennis Parcels:

TRACT ONE: Butted and Bounded as Follows: It being Lot #2 described in a deed made by Gideon Stout and wife to Charles C. Smith, by deed dated January 26, 1866, and recorded in the Warren County Clerk's Office in Book 64 of Deeds, Pages 385, etc., being a woodlot adjoining lands of Gersham S. Parr on the East, John I. Blair on the North and said Gersham S. Parr on the Southwest and Hugh McGee on the South, containing 15 acres, be the same, more or less. Being the same lands and premises conveyed by Hulda Hartung and others, Executors, to Ervin Beck, by deed recorded in the Warren County Clerk's Office in Book 177, Pages 332, etc.

TRACT TWO: BEGINSING at a white oak, a corner to (now or formerly) Hugh McGee, also a corner to lands of (now or formerly) Anron Keyser; thence in McGee's line, (1) South 30 degrees West 14 chains and 71 links to stake, Gideon L. Stout's corner; (2) North 36 degrees West 29 chains and 20 links to stake and stones, another of said Stout's corners; (3) North 46 $\frac{1}{4}$ degrees East 13 chains and 50 links to stake and stones, Keyser's corner; (4) South 36 degrees East 24 chains and 53 links to the beginning, containing 36.12 acres of land, being same conveyed by Jacob V. Carler and others, Commissioners, to Ervin Beck, by deed recorded in the Warren County Clerk's Office in Book 155, Pages 507, etc.

It being the intent of the description of this Fifth Parcel to describe all of the land and premises formerly of Dennis lying between lands now or formerly of Kirkhuff and lands now or formerly of Thomas Benton. Being the same lands conveyed to New Jersey Power & Light

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Company by deed of Irvin B. Dennis *et ux.*, recorded in the Warren County Clerk's Office in Book 438 of Deeds, page 618.

Sixth, Maring Parcel: Being a part of the 18.31 acres conveyed to Harold Maring and Jacob Maring by deed of Bertsall Kinney dated September 13, 1944, and recorded in Warren County Deed Book 389, page 414, lying northerly of a new line commencing in the third course of the 18.31 acre tract so described, being also line of lands now or formerly of Mack Rosensweig and Hilda B. Rosensweig, therein distant 700 feet southerly measured along the same from the intersection of the fifth and sixth courses of the first tract described, as described in a certain deed from Henry C. Langer *et ux.*, to Mack and Hilda B. Rosensweig, dated October 23, 1930 and recorded in Warren County Deed Book 349, page 138, and from said beginning point running southwesterly to the beginning point of the aforesaid 18.31 acre tract, together with all right, title and interest formerly of Harold Maring and Jacob S. Maring in and to adjoining lands to the north and east of said portion.

It being the intent that the lands hereby described shall be bounded northwesterly by lands now or formerly of Mack Rosensweig and Conrad Smith. Containing 8.35 acres, more or less.

Being the same lands conveyed to New Jersey Power & Light Company by deed of Harold Maring *et ux.*, dated May 25, 1961 and recorded in Warren County Clerk's Office in Book 430 of Deeds, page 718.

Seventh, Kinney Parcel: Beginning at a chestnut tree, one of the original corners of a large tract and also Angle's corners, and runs thence (1) South $70\frac{1}{2}$ degrees east 2.66 chains to a stone in the middle of the road, thence (2) up the road North 35 degrees east 9 chains 61 links to a chestnut sapling on the east side of road; (3) North 32 degrees east 4.86 chains to a chestnut sapling on the west side of the road (4) North 24 degrees east 4.0 chains to a chestnut sapling on the east side of the road (5) North $18\frac{3}{4}$ degrees east 2.10 chains to a chestnut sapling on the west side of the road (6) North $70\frac{1}{2}$ degrees west 13.63 chains to a heap of stones in former Titman's line (7) South 1 degree west 21.40 chains along said Titman's line to the place of beginning. Containing 16 acres and $\frac{86}{100}$ of an acre of land, be the same more or less.

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It being the intent that the land so described shall be bounded southerly by lands now or formerly of Lance Cowell, easterly by lands now or formerly of David Van Kirk, John Lance and William P. Vall, northerly by lands now or formerly of J. Bouchal, and westerly by lands now or formerly of H. P. Lhaberry and Dloffenbach.

Being the same land conveyed to New Jersey Power & Light Company by deed of Harold J. Kinney *et al.*, dated July 3, 1961 and recorded in Warren County Clerk's Office in Book 440 of Deeds, page 881.

Eighth, a Cain Parcel: Beginning at an iron pipe found marking the termination of the first course of a description of a 251 acre tract of land conveyed by Tillie G. Krohn, administratrix of Herman Krohn, deceased, *et als.*, to William R. Cain, by deed dated November 21, 1950, recorded at the Warren County Clerk's Office in Book 349 of deeds on Page 257, said beginning point also being located at New Jersey Grid Coordinates North 794,971.02, East 1,906,025.04 and running by the following four courses along the second, third, fourth and part of the fifth courses describing said 251 acres, (1) South 4 degrees 58 minutes 15 seconds East 682.80 feet along lands of Mack Rosensweig to a corner, thence (2) along same North 64 degrees 05 minutes 22 seconds West 493.22 feet to a stone pile found; thence (3) still along same South 29 degrees 45 minutes 43 seconds West 730.51 feet to a stone pile found; thence (4) at first along lands formerly of Donald R. Merritt and then along lands of unknown ownership, North 63 degrees 37 minutes 12 seconds West 1,662.00 feet to a corner in or near the middle of the public dirt road leading from Mt. Vernon to Franklin Grove; thence by the following nine courses along or near the middle of said road and along lands once remaining to William R. Cain, (5) North 56 degrees 18 minutes 26 seconds East 173.18 feet; thence (6) North 01 degrees 23 minutes 28 seconds East 310.61 feet; thence (7) North 88 degrees 56 minutes 30 seconds East 171.13 feet; thence (8) North 67 degrees 51 minutes 42 seconds East 385.34 feet; thence (9) North 74 degrees 22 minutes 48 seconds East 330.08 feet; thence (10) North 64 degrees 20 minutes 26 seconds East 500.72 feet; thence (11) North 52 degrees 55 minutes 19 seconds East 288.02 feet; thence (12) North 47 degrees 28 minutes 24 seconds East 178.44 feet; thence (13) North 60 degrees 14 minutes 27 seconds East 524.47 feet; thence (14) along lands remain-

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ing South 42 degrees 20 minutes 01 seconds East 455.00 feet to a corner located in the line of the aforementioned first course describing 251 acres and in line of lands formerly belonging to Mack Rosensweig; thence (15) along the last part of said first course and along said former Rosensweig line South 48 degrees 16 minutes 40 seconds West 770.00 feet to the place of beginning.

All bearings being in accordance with New Jersey Grid North and the tract or parcel containing a calculated area of 48.422 acres of land, more or less, as surveyed in 1961 by Robert McElhowney Jr., Professional Engineer and Land Surveyor, New Jersey License No. 7697.

Subject to the rights of the public in and to that portion of the above described tract of land which lies within the right of way of the public dirt road leading from Mt. Vernon to Franklin Grove.

Being the same lands conveyed to New Jersey Power & Light Company by deed of William H. Cain *et al.*, dated September 2, 1961 and recorded in Warren County Clerk's Office in Book 441 of Deeds, page 660.

Ninth, Harris Parcel: It being a tract of wood land adjoining lands of the heirs of Boltis Titman, deceased and containing sixty acres of land be it the same more or less. There is excepted out of this tract of land seven acres and fifty hundredths of an acre of land which was set off to the widow of John B. Angle, deceased, as her dower in said lands.

This land is bounded southwesterly by lands of George Dennis and Thomas Benton, easterly by lands formerly of Conrad Smith, northerly by lands formerly of David Van Kirk and Westerly by lands formerly of H. P. Linberry, together with all right, title and interest in and to adjoining lands except so much thereof as is described in **FOURTH** below.

Being the first tract of land described in a deed conveyed by David A. Angle to Samuel Harris, dated April 11, 1908 and recorded in the Warren County Clerk's Office in Deed Book 190 on page 351 etc. and the same land conveyed to New Jersey Power & Light Company by deed of Sadie Harris, dated December 1, 1961 and recorded in Warren County Clerk's Office in Book 443 of Deeds, page 416.

Tenth, Vail Parcel: All right, title and interest of whatsoever nature held on December 6, 1961 by John D. Gray and Mary Gray, his wife,

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and Vail Corporation, in and to any parts or portions of a tract of land situate in the Township of Blairstown, Warren County, N. J., which tract at one time consisted of approximately 308 acres and was known as "Bear Swamp" and which tract is described in a deed dated December, 1891, from John I. Blair to John D. Vail and Melissa Gregory Vail, his wife, recorded in the Clerk's Office of the County of Warren in Book 166 of Deeds for said County on page 418 etc.

Being the same land conveyed to New Jersey Power & Light Company by deed of John D. Gray *et als.*, dated December 6, 1961 and recorded in Warren County Clerk's Office in Book 444 of Deeds, page 90.

Eleventh, a Cain Parcel: Beginning at a stone pile found marking the termination of the seventh course of a description of a 251 acre tract of land conveyed by Tillie G. Krohn, administratrix of Norman Krohn, deceased, *et als.*, to William R. Cain, by deed dated November 21, 1950, recorded in the Warren County Clerk's Office in Book 349 of Deeds on page 257, said beginning point also being located at New Jersey grid coordinates North 797,730.46, East 1,904,898.05, and running thence, (1) along the westerly line of "the Stewart Lot", sometimes designated "Charles Stewart's fifty-nine acres", referred to as an exception in said deed, South 89 degrees 03 minutes 13 seconds East 1,650.00 feet to the southwesterly corner of said "Stewart Lot"; thence (2) along lands once remaining to said William R. Cain, South 36 degrees 20 minutes 40 seconds West 1,026.62 feet to a corner; thence (3) still along lands so remaining, North 17 degrees 59 minutes 54 seconds West 1,120.20 feet to a leaning tree found in 1961 marking the beginning of the aforementioned seventh course; thence (4) along said seventh course and along lands formerly of Madeline E. Diefenback North 37 degrees 03 minutes 13 seconds West 764.37 feet to the place of beginning.

All bearings being in accordance with New Jersey Grid North and the tract or parcel containing a calculated area of 16.148 acres of land, more or less, as surveyed in 1961 by Robert McEldowney Jr., Professional Engineer and Land Surveyor, N. J. License No. 7697.

Being the same lands conveyed to New Jersey Power & Light Company by deed of William R. Cain *et ux.*, dated December 23, 1961 and recorded in Warren County Clerk's Office in Book 443 of Deeds, page 804.

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Twelfth, Titman Parcel: Beginning at a maple tree formerly to Titman's land and runs thence (1) North fifty-six degrees East two chains and ninety-two links to an old stump; thence (2) South sixty-seven degrees East two chains and fifty links, corner on the West side of the public road; thence along said road (3) North thirty-nine and one-half degrees East seven chains and twenty-five links to a stone corner on the East side of said public road; thence (4) South sixty-seven and three-quarter degrees East ten chains and seventy-seven links to a stone corner on the West side of the swamp; thence (5) South forty-five and three-quarter degrees West seven chains and fifty links stone corner; thence (6) North eighty-one and three-quarter degrees West two chains and fifty links to a forked chestnut (large) and stone corner; thence (7) South fifty-two and three-quarter degrees West two chains and seventy links to another large chestnut for a corner; thence (8) North sixty-six degrees West ten chains and twenty links to the place of beginning, containing nine acres and ninety hundredths of an acre of land, be the same, more or less.

Being the same premises which John V. Titman and Lucila Titman, Executors of the Last Will and Testament of Isaac R. Titman, conveyed to Charles M. Titman, by deed dated June 14, 1944, and recorded on July 10, 1944, in Book 311 of Deeds for Warren County, on Pages 364, etc. and the same lands conveyed to New Jersey Power & Light Company by deed of Charles M. Titman et al., dated January 17, 1962 and recorded in Warren County Clerk's Office in Book 444 of Deeds, page 225.

Thirteenth, a Cain Parcel: Beginning at a leaning tree found in 1961 marking the beginning of the seventh course of a description of a 251 acre tract of land conveyed by Tillie G. Krohn, administratrix of Herman Krohn, deceased, et al., to William R. Cain by deed dated November 21, 1950, recorded at the Warren County Clerk's Office in Book 349 of deeds on Page 257, said beginning point also being located at New Jersey Grid Coordinates North 797,120.44 East 1,005,358.63, and running by the following nine courses along lands once remaining to said Cain, (1) South 17 degrees 59 minutes 54 seconds East 1,720.20 feet to a corner in or near the middle of the public dirt road leading from Mt. Vernon to Franklin Grove; thence by the following eight courses along or near the middle of said road, (2) South 47 degrees 28 minutes 24 seconds West 178.44 feet; thence (3) South 52 degrees

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55 minutes 19 seconds West 268.02 feet; thence (4) South 84 degrees 20 minutes 26 seconds West 500.72 feet; thence (5) South 74 degrees 22 minutes 48 seconds West 336.08 feet; thence (6) South 67 degrees 51 minutes 42 seconds West 385.84 feet; thence (7) South 68 degrees 56 minutes 30 seconds West 171.13 feet; thence (8) South 61 degrees 23 minutes 28 seconds West 310.61 feet; thence (9) South 56 degrees 18 minutes 26 seconds West 173.18 feet to a corner in the line of the fifth course of the aforementioned 251 acre description; thence (10) along the latter portion of said fifth course and along lands formerly of Alice H. Perkins North 63 degrees 37 minutes 12 seconds West 265.00 feet to a corner formerly of said Perkin's land, corner also of lands formerly of Madeline E. Dieffenbach; thence (11) along said former Dieffenbach's line North 37 degrees 26 minutes 37 seconds East 3,001.64 feet to the place of beginning.

All bearings being in accordance with New Jersey Grid North and the tract or parcel containing a calculated area of 63.656 acres, more or less, as surveyed in 1961 by Robert McElowney Jr., Professional Engineer and Land Surveyor, New Jersey License No. 7607.

Subject to the rights of the public in and to that portion of the above described tract of land which lies within the right of way of the public dirt road leading from Mt. Vernon to Franklin Grove.

Being the same lands conveyed to New Jersey Power & Light Company by deed of William R. Cahn *et ux.*, dated January 27, 1962 and recorded in Warren County Clerk's Office in Book 444 of Deeds, page 384.

Fourteenth Hen (Cowell conveyance):

Lor A: Beginning at a post and stones in a thicket near a straight poplar tree on the west side of the Bear Swamp on the northeast corner of lot sold to David Van Kirk, Esq., and running thence (1st) North forty-four and a half degrees east eleven chains, to a forked beech tree, where two stand together near edge of swamp and other beech trees marked as witness on east as witness of the corner; (2nd) North sixty-nine West fourteen chains to stake and first stone corner near pin oak tree in the corner line on west side of great Road; (3rd) South thirty-four and a half degrees west two chains and sixty links to crooked chestnut on west side of road, another of the Cornell corner; (4th) South twenty-six degrees west seven chains and thirty-one links to

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stake and stone, Cornell & Van Kirk's Corner; (5th) along Van Kirk line south sixty-nine degrees east ten chains and seventy links to the beginning corner. Being the lot of land sold by John I. Blair and Ann Blair, his wife, to John Lance by deed dated December 4, 1871 and recorded in the Warren County Clerk's Office in Book 110 of Deeds, page 64. Containing twelve and forty-two one hundredths acres of land more or less.

Lor B: Beginning at a stake in the middle of the public road leading from Palmer Linberry across to the Isaac Teater farm and is bounded on the north by lands of Irvin Smith and on the east by lands of John D. Vail and extending around to the aforesaid public road; thence along said road to the place of beginning. Containing five acres be the same more or less.

Being the same two tracts of land conveyed to New Jersey Power & Light Company by deed of Lance Cowell *et al.* dated September 14, 1961 and recorded in Warren County Clerk's Office in Book 451 of Deeds, page 937.

THIRD, SHANDOR LANDS:

Beginning at a stake on the West side of the road leading to the Croxell lot and is a corner of John Beck's lot and runs thence (1) South 87 degrees West 15 chains and 75 links to a stake; (2) North $\frac{3}{4}$ of a degree East 2 chains and 96 links to stones, E. Titman's corner; (3) North $79\frac{1}{4}$ degrees East 15 chains and 91 links to a stake in the bars; (4) South $1\frac{1}{4}$ degrees West 3 chains and 65 links to a pine tree; (5) South 23 degrees East 75 links to the place of beginning; containing 5 acres and 50/100 of an acre of land, be the same, more or less.

Being the same premises conveyed to the Company by deed of William G. Shandor *et al.* dated February 18, 1963, recorded in Warren County Clerk's Office in Book 451 of Deeds, page 65.

FOURTH, MERRITT-HARRIS TRACT:

Beginning at an iron pin placed in a stone pile at the easterly side of the Township Road, thence (1) north $4^{\circ} 15'$ east crossing said road 362.5 feet to an iron pipe placed near a blazed rock oak tree (about 15 inches in diameter); (2) south $80^{\circ} 30'$ east 1082.7 feet to an iron pin planted in a stone pile (this course crosses Township Road at

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approximately 260 feet distance); thence (3) south 8° 30' west 363 feet to an iron pin placed in a stone pile; (4) north 80° 30' west 1077.5 feet to the iron pin, the place of beginning. Containing nine acres more or less.

The above description was prepared by Penn-Jersey Engineering Company, Portland, Pennsylvania, Theodore K. Rothermund C.E., from a survey made by them on April 7, 1960. Said tract is bounded by Bear Swamp and westerly by lands now or formerly of Linaberry.

Being the same premises conveyed to Donald Merritt and Mary Jane Merritt by deed of Sadie Harris as sole surviving heir of Samuel Harris, dated April 12, 1909 and recorded in Warren County Deed Book 432 at page 230, the said Samuel Harris having acquired said lands by deed from David A. Angle dated April 11, 1908, recorded May 21, 1910 in Warren County Deed Book 190, page 351, and described in said deed as the second tract thereof as follows:

Beginning at a birch tree for a corner which is also a corner of Irvin W. Smith's lot and runs thence (1) North 81¼ degrees west 10 chains and 37 links to another corner of Irvin W. Smith's lot, (2) north 3½ degrees east 5 chains and 50 links to the land of the said John W. Angle, thence (3) south along the line of said John W. Angle 81¼ degrees east 10 chains and 46 links to another corner of said John W. Angle marked by stones, thence (4) south 7¾ degrees west 5 chains and 50 links to the place of beginning. Containing 9 acres more or less. The same being a part of a tract of land originally owned by Jacob D. Brands and willed by him to Mary H. Angle, decedent, Hannah M. Smith being an heir at law of Mary H. Angle.

Being the same premises conveyed to the Company by deed of Donald R. Merritt and Mary Jane Merritt his wife dated March 6, 1963 and recorded in Warren County Clerk's Office in Book 451 of Deeds, page 324.

FIFTH, CARL DIEFFENDACH TRACT:

QUITTED AND BOUNDED AS FOLLOWS: Beginning at a Pitch Pine Tree standing in the forks of the road leading from Walter Wilson's and the road leading to the "Coogel Lot", which is the beginning corner to the lot sold David Pierce, and also a corner to J. M. Reads land and running first, south nineteen degrees west seven chains and fifteen

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lines, (S 10 W 7.15) to a chestnut tree *Nov* Cornell's corner, (2) along Cornell's line north sixty-eight and three-quarters degrees west thirteen chains and seventy links (N 68 $\frac{3}{4}$ W 13.70) to stones another of Cornell's corners, (3) North three-quarters of a degree East thru John I. Blair lands nine chains and fifty links to a post and stones in the original line of Thomas Harris now Elias Titman's and Blairs and on the north side of a by road leading to Elias Titman's meadow (4) North seventy nine and one-quarter degrees east up the fence along Blairs and Titman's line fifteen chains and ninety-one links to a stake in the middle of the bars across the road leading to the "Coxsell Lot" David Pierce's corner, (5) South one and one-quarter degrees west three chains and sixty-five links (S 1 $\frac{1}{4}$ W 3.55) to a Pine on the West side of the road Pierce's corner, (6) South twenty three degrees East one chain and ninety-three links (S 23 E 1.03) to a chestnut on the East side of the road Pierce's corner, (7) South ten degrees West five chains and twelve links (S 10 degrees W 5.12) to the beginning corner.

Containing twenty and fifty-two (20.52) hundredths acres of land more or less.

There is Excepted from the above premises a conveyance of five acres more or less from Matthias Beck and wife, to John Beck by deed dated December 21, 1871 as recorded in the Warren County Clerk's Office in Book 87 page 103 etc., described as follows: BUTTED AND BOUNDED AS FOLLOWS:

Beginning at a stake on the west side of the road leading from Ball's Titman to the Coxsell Lot and is corner of other lands belonging to the second part and runs, thence (1) North 10 degrees East 3 chains and 38 links to a chestnut tree marked for a corner, (2) North 23 degrees west 1 chain and 18 links to a stake on the west side of the road, (3) South 87 degrees west 15 chains and 75 links to a stake, (4) South $\frac{3}{4}$ of a degree west 2 chains and 64 links to a stake, (5) South 87 degrees East 15 chains and 50 links to the place of Beginning. Containing 5 acres of land be the same more or less.

There is further excepted from the above premises a tract of 5.50 acres more or less as conveyed by Matthias Beck and wife, to Phillip Beck by deed dated December 21, 1871 as recorded in the Warren County Clerk's Office in Book 138 of Deeds page 182 etc., described as follows: BUTTED AND BOUNDED AS FOLLOWS: Beginning at a stake

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on the west side of the road leading to the Crozell lot and is a corner of John Beck's lot and runs thence (1) South 87 degrees west 15 chains and 75 links to a stake, (2) North $\frac{3}{4}$ of a degree east 2 chains and 36 links east Titman's corner, (3) North $79\frac{1}{4}$ degrees East 15 chains and 91 links to a stake in the *Bairs* (4) South $1\frac{1}{4}$ degrees West 3 chains and 65 links to a pine tree, (5) South 23 degrees east 75 links to the place of beginning. Containing 5 acres and 50/100 of an acre of land be the same more or less.

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Being the same premises conveyed to the Company by deed of Carl F. Dloffenbach *et ux.*, dated May 1, 1963 recorded in Warren County Clerk's Office in Book 452 of Deeds, page 537.

SIXTH, SARAH ANGLE'S DOWER TRACT:

Being a Mountain Tract, situate in Township of Blairstown beginning at a chestnut corner and runs (1) South 5.75 degrees west 4 chains and 10 links to stones; thence (2) North 81.25 degrees west 18 chains and 45 links corner to Titman's land; thence (3) North 46.75 degrees east 8 chains and 77 links; thence (4) South 71.75 degrees east 11 chains to the place of beginning. Containing $7\frac{1}{2}$ acres of land more or less and being the same land once set off to the widow of John B. Angle, deceased as her dower.

Being the same land conveyed to the Company by deed of Daisy Lauvon Wilkins *et vir.*, dated March 12, 1963 and recorded in Warren County Clerk's Office in Book 451 of Deeds, page 585.

TOGETHER WITH ALL right, title and interest of the Company in and to those portions of the *Yards Creek Lower Reservoir Additional Lands* described above as tract *Second*, *Ninth Parcel* (including tract *Second*, *Fourteenth Item*, *Lor B*) which has been conveyed to the Company by the following deeds, each of which relates to an undivided interest in all or part of the lands so described, namely, deeds of Marjorie M. Nowhart *et vir.*, dated April 10, 1963, Charles E. Drake *et ux.*, dated April 11, 1963, Marion L. Martin *et ux.*, dated April 22, 1963 and Olive L. Grill *et vir.*, dated May 13, 1963, each respectively recorded in Warren County Clerk's Office in Book 451 of Deeds page 941, Book 451 of Deeds page 945, Book 452 of Deeds page 84, and Book 452 of Deeds page 480.

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PART D—Yards Creek Pumped Storage Development Condemned Lands:

FIRST: All those certain tracts or parcels of land and premises situate, lying and being in the Township of Blairstown, in the County of Warren and State of New Jersey acquired under three separate condemnation actions in the Superior Court of New Jersey, Law Division, Docket Nos. L-25793-61, L-8389-62 and L-12585-62 respectively, and consolidated appeals dismissed by Appellate Division order filed December 3, 1964, Docket No. A-904-63.

Perkins First Tract: Beginning at stake and stones on the east side of road a corner to lot run out for George Lance and also a corner of to David Pierce's lot, and running up the road along said Pierce's line, (1) North 47½ degrees East 4.69 chains to small pine on east side of road near two chestnuts and is a corner to said Pierce's lot; (2) along said Pierce's line between the said two chestnuts North 56 degrees East 5.57 chains to a forked chestnut on the lower side of the road, another of Pierce's corners; (3) along Pierce's line North 47 degrees East 2.47 chains to a large leaning white oak on the upper side of the road, Pierce's corner; (4) along Pierce's line North 81 degrees East 1.15 chains to stake and stones on the upper side of the road and on the west side of Brook near the abutment of bridge, corner to said Pierce and also to Elias Angle; (5) along said Angle's line South 20 degrees East 2.95 chains to stones on north side of Brook, Angles corner; (6) down said Angle's line South 23½ degrees West 8 chains to stake and stones on an island, Angle's corner; (7) along Angle's line South 60 degrees East 30.74 chains to stake and stones, Angle's corner in supposed old line; (8) South 34 degrees West 5.50 chains to corner; (9) North 60 degrees West 25.60 chains to stake and stones on south side of and about 1 rod from brook, corner to lot run out for George Lance; (10) along the line of said lot North 41 degrees West 13.50 chains to the beginning corner, containing 24 acres and 15/100ths of an acre more or less.

Being the same tract of land that was conveyed to Jacob Keyser by John I. Blair and wife by deed dated December 4, 1871, and recorded in the Warren County Clerk's Office in Book of Deeds No. 182 page 514

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in and by which deed the said John I. Blair reserved the right for himself, his heirs and assigns to pass over the said tract of land for the purpose of going to and from his Bone Swamp tract for timber, wood, etc. The above two tracts of land and premises are the same as conveyed by Quit-Claim deed of Aaron Keyser and wife to David Brands Keyser dated March 28, 1908, and recorded in the Warren County Clerk's Office in Book 185 of Deeds on page 376 etc., also by quit-claim deed of Katherine K. Robbins and husband to David Brands Keyser dated March 30, 1908 and recorded in the Warren County Clerk's Office in Book 185 of Deeds on page 347 etc., also by quit-claim deed of George F. Keyser and wife to David Brands Keyser dated April 1, 1908 recorded in the Warren County Clerk's Office in Book 185 of Deeds on page 373. Being the second tract of premises conveyed by David B. Keyser, widower, to Rutledge R. Keyser and Laura Fisher Keyser, his wife, by deed dated July 12, 1944 and recorded in the Warren County Clerk's Office in Book 316 of Deeds on page 98 etc.

Perkins Second Tract: Beginning at a stake and stones John Lanterman's west corner on the east side of highway in the original line or nearly so and runs thence (1) North 72½ degrees East 4.50 chains to stake and stones John Lanterman's north corner, (2) North 60 degrees West 4.61 chains to stone corner, (3) South 76½ degrees West 9.20 chains, (4) South 20 degrees East 5.12 chains (5) South 23½ degrees West 8.0 chains, (6) South 60 degrees East 20.74 chains to stake and stones, (7) North 30 degrees East 7.10 chains to Richard France's stone corner, (8) North 60 degrees West 20.0 chains to a small rock oak tree France's corner, (9) North 34 degrees East 6.65 chains to rock tree, (10) North 68 degrees West 7.78 chains to the place of Beginning. Containing 33 acres and 53/100 of an acre of land, be the same more or less.

Being the same lands and premises as conveyed by Andrew J. Yetter, Executors to D. Brands Keyser, by Executor's deed dated February 27, 1917 and recorded in the Warren County Clerk's Office in Book 208 of Deeds on page 125 etc.

Being the 5th tract of premises conveyed by David B. Keyser, widower, to Rutledge R. Keyser and Laura Fisher Keyser, his wife, by deed dated July 12, 1944 and recorded in the Warren County Clerk's Office in Book 316 of Deeds page 98 etc.

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Alexander Tract:

Beginning at what was described as a large white oak (stump yet remaining) standing by a brook called the Yard's Creek thence from the notes of a resurvey made some years ago by Aaron O. Barton, (1) North $41\frac{1}{4}$ degrees East 24.30 chains to chestnut oak, (2) North 15 degrees East 7.53 chains to a large white oak, (3) North $42\frac{1}{2}$ degrees East 12 chains and 86 links to a stake and stones, thence by the notes of a survey of division made by A. H. Smith, February 3, 1885, (4) North $61\frac{1}{2}$ degrees West 15.47 chains to stones in fence, (5) South $67\frac{1}{2}$ degrees West 9.24 chains to stones in fence, (6) North 42 degrees West 6.55 chains to stones in fence, (7) South 62 degrees West, 2.94 chains to stones in fence (8) North $39\frac{1}{2}$ degrees West 7 chains and 90 links to a corner in a line of lands known as the Drum lot, there being $1\frac{1}{4}$ degrees variation between the line run by Barton and Smith, thence in the line of the above described and by Hartow's Notes, (9) South $43\frac{3}{4}$ degrees West 17.34 chains to a corner in Van Kirk's line, (10) South 29 degrees West 40.39 chains to beginning. Containing 110.85 acres.

Being the same lands and premises conveyed by Abraham H. Smith, James D. Hill and James Prall, Commissioners to Isaac R. Titman by deed dated May 22, 1885, and recorded on page 589 of Book 127 in the Warren County Clerk's Office.

Excepting from the above described tract of land and premises the following tracts of lands and premises:

(a) Lands and premises conveyed by Isaac R. Titman and wife to the Board of Education of the Township of Blairstown by deed dated July 29, 1896 in Book 157 page 259 and later reconveyed by Isaac R. Titman and wife to Max Koehler in deed dated June 16, 1922, in Book 225 page 482, Containing 10,810 feet more or less.

(b) Lands and premises conveyed by Isaac R. Titman and wife to Mrs. Marie Hoffman by deed dated September 17, 1923, in Book 279 page 378, containing 853 feet more or less.

(c) Lands conveyed by I. R. Titman and wife to Mrs. George Hoffman by deed dated August 19, 1919, in Book 216 page 372, containing .26 acres.

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(d) Lands conveyed by I. R. Titman and wife to Wm. Schreiber by deed dated September 17, 1923, in Book 229 page 601, containing .51 acres.

(e) Lands conveyed by I. R. Titman and wife to Wm. Schreiber by deed dated December 24, 1923, in Book 231 page 402 and Book 272 page 31, containing 1.25 acres.

Being the same premises conveyed to Lawrence H. Alexander by Sheldon W. Shannon and wife by deed dated May 3, 1943, and recorded in the Warren County Clerk's Office in Book 306 of Deeds at page 650.

Excepting also that tract which was conveyed by Lawrence H. Alexander to William Bakst by deed dated July 1, 1950, and recorded in the Warren County Clerk's Office in Book 345 of Deeds at page 555.

Subject to the rights acquired by New Jersey Power & Light Company in an action in the Superior Court of New Jersey entitled "New Jersey Power & Light Company, a New Jersey corporation, Plaintiff, vs. Lawrence H. Alexander, et al., Defendants," Docket No. L-6723-62.

Schulman Lot: All that certain tract or parcel of land and premises situate, lying and being in the Township of Blairstown in the County of Warren and State of New Jersey. **BURDEN AND BOUNDERS AS FOLLOWS:**—(1) Beginning at a point in the middle of the Public Road leading from Walnut Valley to Isaac R. Titman's on a course of South $75\frac{1}{2}$ degrees West 39 feet 6 inches from the northwest corner of foundation of School House and runs as the needle road on the 27th day of July 1896 North $30\frac{1}{2}$ degrees East 100 and 7 feet to a corner in the middle of the aforesaid road, (2) South $51\frac{1}{4}$ degrees East 37 feet and 10 inches to corner, (3) South $43\frac{1}{4}$ degrees West 128 feet corner in center of the public road, (4) North $37\frac{1}{4}$ degrees West 87 feet to the place of beginning. Containing 10,810 square feet of land more or less.

Being the same premises conveyed to Lawrence H. Alexander by Sheldon W. Shannon and wife by deed dated August 11, 1945, and recorded in the Warren County Clerk's Office in book 319 of Deeds at page 48, and said to have been conveyed by Lawrence H. Alexander to Otto Schulman or Otto Schultheiss.

EXCERN: All right title and interest in and to parcels hereinabove described under Part C—Yards Creek Lower Reservoir Additional

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Lands respectively designated (1) *First* and (2) *Second, Ninth Parcel and Fourteenth Item, Lot B*, confirmed unto the Company as the result of condemnation proceedings in the Superior Court of New Jersey, Law Division, Docket Nos. L-13090-62 and L-14125-62 respectively and the merger mentioned next below.

All of said condemnation proceedings were initiated by Yards Creek Pumped Storage Power Company which was merged into Jersey Central Power & Light Company effective December 31, 1963.

Part E. Together With, (in addition to the undivided one half interest in various easements, rights and privileges mentioned in the next to last paragraph of Part B above) a one half undivided interest in and to an easement for electric transmission line right of way consisting of an easement and right of way in and across the lands described below, with the right and privilege forever to construct, maintain and operate one or, from time to time, more lines or circuits for the transmission and distribution of electric energy (including such conductors, ducts, conduits, supporting structures, lightning protective and communication devices and any apparatus and equipment, all as from time to time may be installed or erected as part of or in connection with any such line or circuit) upon, over and under the right of way described below, including within said right of way any streets, roads, rivers or streams bounding or crossing the same, together with the right of access to and egress from said right of way by foot or vehicles over any existing or future roads and lanes, the right to inspect, repair, redesign, rebuild and remove any such line or circuit or any part thereof, and the right to remove or clear and keep clear all trees, limbs, underbrush, structures and obstructions upon said right of way and such trees, limbs and similar obstructions beyond the same as may interfere with or endanger any such line, circuit or facility or the safe and proper operation thereof; said right of way being described as being all that certain strip of land 235 feet in width (a) as described in deed from State of New Jersey to New Jersey Power & Light Company, dated December 26, 1962, and recorded in the Warren County Clerk's Office in Book 450 of Deeds, page 210, (b) the projection thereof southeasterly approximately 220 feet measured along the center line thereof to a point in the projected center line of a 235 foot wide strip abutting the westerly line of course (4) of an easement described below as "*PS Easement*", thence (c) South 12° 16' 35" West along and butting on the projection

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of said westerly line of PS Easement and continuing along the same 1900 feet more or less to an angle point, thence (1) South 14° 57' 20" East still along and butting on the said PS Easement to the northerly line of the Excepted Tract described below as "Kittatiny Substation" SUMMER, HOWEVER, to the paramount rights of the owners of the easements described below as NJ Easement and PS Easement to the extent that they overlap portions of the strip hereby described.

PART F—Subject, however, as to all of the foregoing described property and rights, (a) to the several easements for electric transmission line rights of way of New Jersey Power & Light Company (sometimes called "NJPL"), Public Service Electric and Gas Company (sometimes called "PSE&G") and Jersey Central Power & Light Company (sometimes called "JCP&L") heretofore conveyed to, reserved to or condemned by any of such companies or their predecessors in title, or hereby excepted by JC, all as stated below under the heading "Electric Transmission Rights of Way", (b) to all matters and things stated above and such as are defined as "Excepted Encumbrances" in the Indenture, dated as of March 1, 1946, between JC and City Bank Farmer's Trust Company, recorded in Warren County Clerk's Office in Book 279 of Mortgages page 191, provided that the covenant of JC to cooperate with PS to remove encumbrances and exceptions as stated in the agreement between them dated December 30, 1964, shall survive; and (c) to any awards or judgments open of record against JC provided that it shall indemnify and save harmless PS from any loss or damage PS may incur as a result thereof.

PART G—Expressly Excepting and Reserving from and out of the lands and premises described above, all that certain lot, tract or parcel described as follows and known as

"Kittatiny Substation Site", Beginning at a point in the center line of the proposed relocation of Vnll Road, sometimes known as Gaisler Road, having coordinates according to the New Jersey System of Grid Coordinates of North 789,348.28 and East 1,898,921.24 and sometimes identified as station 12+77.35 on said center line of proposed road relocation, and thence (1) South 12 degrees, 59 minutes, 40 seconds East, 230.25 feet to a point in said center line; thence (2) still along said center line, on a curve to the right having a radius of

361 3.01

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233.49 feet, an arc distance of 110 feet; thence (3) leaving said road, South 75 degrees, 2 minutes, 40 seconds West, 825 feet; thence (4) North 14 degrees, 57 minutes, 20 seconds East, 480 feet; thence (5) North 75 degrees, 2 minutes, 40 seconds East, 863 feet more or less to the aforesaid center line; thence (6) along said center line, South 17 degrees, 28 minutes, 10 seconds East, 26 feet more or less to a point of curve therein designated as station 13+77.29 on such center line thence (7) still along said center line, on a curve to the right having a radius of 1279.70 feet, an arc distance of 99.94 feet to the point of beginning. Containing 0.34 acres more or less.

Further Excepting and Reserving the easements for electric transmission line rights of way described below as "JC Easement".

ELECTRIC TRANSMISSION RIGHTS OF WAY.

The various easements for electric transmission line rights of way to which the above described lands are subject or which are excepted and reserved therefrom are identified as follows:

NJP Easements: All those certain easement rights and privileges described in the instruments or proceedings identified in this paragraph and generally affecting (a) that 100 foot wide strip of land extending from the northeasterly line of lands formerly of Dennis, through lands formerly of Kirkhuff, Harris, Alexander, Linnberry, State of New Jersey and Dieffenbach, and described in part in two deeds from NJP to JC (one dated December 31, 1962 and recorded in Warren County Clerk's Office in Book 450 of Deeds page 286, and the other dated March 23, 1963 and similarly recorded in Book 452 of Deeds page 101) as reserved from said conveyances, in part in the condemnation proceedings prosecuted by NJP in the Superior Court of New Jersey, Law Division against lands formerly of Alexander and bearing Docket No. L-6729-62, and in part in a grant delivered or about to be delivered by JC to NJP relating in part to lands formerly of Linnberry, Harris and Dieffenbach; (b) all that strip of land 300 feet in width lying northerly and butting on the projection westerly of course (3) of the Kittatiny Substation Site as described above, being the southerly line thereof and extending from course (4) of the Kittatiny Substation Site as so described, being the westerly line thereof, to the easterly

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line of the NJP easement aforesaid, and more fully described in said grant delivered or about to be delivered by JU to NJP.

PS Easement: All those certain easement rights and privileges described in a Grant of Easement and Right of Way from JC to PS dated May 25, 1965 and recorded in the Warren County Clerk's office on May 26, 1965, in Deed Book 467, page 328, &c.

JC Easements:

Easements and rights of way in and across the lands described below, with the right and privilege forever to construct, maintain and operate one or, from time to time, more lines or circuits for the transmission and distribution of electric energy (including such conductors, ducts, conduits, supporting structures, lightning protective and communication devices and any apparatus and equipment, all as from time to time may be installed or erected, as part of or in connection with any such line or circuit) upon, over and under the right of way described below, including within said right of way any streets, roads, rivers or streams bounding or crossing the same, together with the right of access to and egress from said right of way by foot or vehicles over any existing or future roads and lanes, the right to inspect, repair, redesign, rebuild and remove any such line or circuit or any part thereof, and the right to remove or clear and keep clear all trees, limbs, underbrush, structures and obstructions upon said right of way and such trees, limbs and similar obstructions beyond the same as may interfere with or endanger any such line, circuit or facility or the safe and proper operation thereof; said right of way being described as being all that strip of land 616 feet in width lying 340 feet easterly and 276 feet westerly of the projection southerly of the most westerly line of the PS easement aforesaid and extending from course (3) of the Kittatiny Substation Site as described above, being the southerly line thereof, to the limits of the entire assemblage of lands hereinabove described.

(b) The entire remaining undivided 60% interest in and to the easements for electric transmission line right of way and other purposes, a 60% undivided interest wherein was mentioned in Part E above.

(2945)

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The lands described in Parts A, B, C and D of this schedule are also described as follows in accordance with two surveys made by Robert McEldowney, Jr., Professional Engineer and Surveyor of Studer & McEldowney, Clinton, N.J., one dated July 13, 1964, and revised February 15, 1965, and March 11, 1965, and the other dated November 9, 1964, and revised March 11, 1965:

ALL that certain tract or parcel of land and premises situate, lying, and being in the Townships of Blairstown and Pahaquarry, County of Warren, and state of New Jersey:

BEGINNING at a corner common to lands of Jersey Central Power & Light Company, lands formerly of William R. Cain, et ux., now Public Service Electric and Gas Company, and lands of Catherine M. Brennan in the bed of a public road leading from Mount Vernon to Franklin Grove; thence the following two courses and distances along the dividing line between lands of Jersey Central Power & Light Company and lands of Catherine M. Brennan,

- (1) South $42^{\circ} 20' 01''$ East, 455 feet to a corner,
- (2) North $48^{\circ} 16' 40''$ East, 26.99 feet to a corner common to lands of Jersey Central Power & Light Company, lands of Catherine M. Brennan, and lands formerly of Donald R. Merritt, now Tunis; thence
- (3) South $9^{\circ} 39' 45''$ East along the dividing line between lands of Jersey Central Power & Light Company and lands formerly of Donald R. Merritt, now Tunis, 800 feet to a corner common to lands of Jersey Central Power & Light Company, lands formerly

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of Donald R. Merritt, now Tunis, and lands now or formerly of Mack Rosensweig; thence

(4) South 33° 31' 02" West along the dividing line between lands of Jersey Central Power & Light Company, and lands now or formerly of Mack Rosensweig, 4653.28 feet to a corner common to lands of Jersey Central Power & Light Company, lands now or formerly of Mack Rosensweig, and lands now or formerly of Harold R. Maring; thence

(5) South 53° 14' 59" West along the dividing line between lands of Jersey Central Power & Light Company, and lands now or formerly of Harold R. Maring, 1143.06 feet to a corner common to lands of Jersey Central Power & Light Company, lands now or formerly of Harold R. Maring, and lands now or formerly of William Scheerer; thence

(6) South 18° 41' 45" West along the dividing line between lands of Jersey Central Power & Light Company, and lands now or formerly of William Scheerer, 477.18 feet to a corner; thence

(7) South 89° 27' 40" West still along last mentioned dividing line between lands and along the dividing line between lands of Jersey Central Power & Light Company, and lands now or formerly of Thomas Benton, 712.80 feet to a corner in the aforesaid dividing line between lands of Jersey Central Power & Light Company, and lands now or formerly of Thomas Benton; thence the following two courses and distances along last mentioned dividing line between lands,

(8) South 51° 40' 31" West, 1441.09 feet to a corner,

(9) South 42° 21' 39" East, 1218.90 feet to a corner common to lands of Jersey Central Power & Light Company, lands now or formerly of Thomas Benton, and lands now or formerly of George W. Keppler.

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et al.; thence

(10) South $25^{\circ} 05' 07''$ West along the dividing line between lands of Jersey Central Power & Light Company, and lands now or formerly of George W. Keppler, et al., 1353.80 feet to a corner common to lands of Jersey Central Power & Light Company, lands now or formerly of George W. Keppler, et al., and lands now or formerly of J. J. Kirkhuff; thence the following two courses and distances along the dividing line between lands of Jersey Central Power & Light Company, and lands now or formerly of J. J. Kirkhuff,

(11) North $38^{\circ} 57' 12''$ West, 1500 feet to a corner,

(12) South $45^{\circ} 46' 37''$ West, 686 feet to a corner common to lands of Jersey Central Power & Light Company, lands now or formerly of J. J. Kirkhuff, and lands now or formerly of Lance Cowell in the bed of a public road leading from Mount Vernon to Blairstown; thence the following three courses and distances along the dividing line between lands of Jersey Central Power & Light Company, and lands now or formerly of Lance Cowell in the bed of said public road leading from Mount Vernon to Blairstown,

(13) North $41^{\circ} 35' 17''$ West, 174.41 feet to a corner,

(14) North $55^{\circ} 44' 44''$ West, 253.95 feet to a corner,

(15) North $69^{\circ} 08' 04''$ West, 154.95 feet to a corner; thence

(16) North $38^{\circ} 57' 12''$ West along the southerly line of lands formerly of Hannah Kirkhuff, now Jersey Central Power & Light Company, 34 feet to a corner common to lands formerly of Hannah Kirkhuff, now Jersey Central Power & Light Company, and lands sometimes claimed to have been owned by Otto Schulman, now Jersey Central Power & Light Company; thence

(17) south $44^{\circ} 58' 06''$ West along the southeasterly

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line of lands sometimes claimed to have been owned by Otto Schulman, now Jersey Central Power & Light Company, 27.85 feet to a corner in the same in the bed of said public road leading from Mount Vernon to Blairstown; thence

(18) South $87^{\circ} 00' 58''$ West along the dividing line between lands of Jersey Central Power & Light Company, and lands sometimes claimed to have been owned by Otto Schulman in the bed of said public road leading from Mount Vernon to Blairstown, 87.60 feet to a corner common to lands of Jersey Central Power & Light Company, lands sometimes claimed to have been owned by Otto Schulman, and lands now or formerly of William Bakst in the bed of said public road leading from Mount Vernon to Blairstown; thence the following three courses and distances along the dividing line between lands of Jersey Central Power & Light Company, and lands now or formerly of William Bakst in the bed of said public road leading from Mount Vernon to Blairstown,

(19) South $82^{\circ} 38' 59''$ West, 187.95 feet to a corner,

(20) North $79^{\circ} 27' 49''$ West, 316.97 feet to a corner,

(21) North $51^{\circ} 41' 57''$ West, 461.09 feet to a corner in said dividing line between lands of Jersey Central Power & Light Company and lands now or formerly of William Bakst in the bed of a public road leading from Mount Vernon to Walnut Valley; thence the following two courses and distances along last mentioned dividing line between lands in the bed of said public road leading from Mount Vernon to Walnut Valley,

(22) South 42° West, 100 feet to a corner,

(23) South $54^{\circ} 53' 33''$ West, 46.30 feet to a corner common to lands of Jersey Central Power &

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Light Company, lands now or formerly of William Bakst, and lands now or formerly of John L. Collins; thence the following two courses and distances along the dividing line between lands of Jersey Central Power & Light Company, and lands now or formerly of John L. Collins,

- (24) North 53° 27' 34" West, 220 feet to a corner,
- (25) South 38° 09' 03" West, 176.68 feet to a corner common to lands of Jersey Central Power & Light Company, lands now or formerly of John L. Collins, and lands now or formerly of Charles Bauer; thence the following two courses and distances along the dividing line between lands of Jersey Central Power & Light Company, and lands now or formerly of Charles Bauer,
- (26) North 35° 08' 52" West, 1523.26 feet to a corner,
- (27) South 38° 30' 02" West, 664.50 feet to a corner; thence
- (28) North 39° 57' 16" West still along last mentioned dividing line between lands, and along the dividing line between lands of Jersey Central Power & Light Company, and lands of The State of New Jersey, 924 feet to a corner; thence the following twenty-one courses and distances along the dividing line between lands of Jersey Central Power & Light Company, and lands of The State of New Jersey,
- (29) North 39° 54' 50" East, 868.80 feet to a corner,
- (30) due West, 909.22 feet to a corner,
- (31) South 53° 33' West, and crossing the municipal dividing line between the Township of Blairstown and the Township of Pahaquarry, 2424.07 feet to a corner,
- (32) North 62° 44' West, 1462.51 feet to a corner,
- (33) due West, 2750 feet to a corner,
- (34) North 61° 30' West, 796.49 feet to a corner,

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- (35) due West 3300 feet to a corner,
(36) due North 1125 feet to a corner,
(37) North 62° 41' East, 1187.46 feet to a
corner,
(38) North 74° 46' East, 3345.69 feet to a
corner,
(39) North 72° 40' East, 1882.40 feet to a
corner,
(40) North 64° 01' East, recrossing said munic-
ipal dividing line, 2213.82 feet to a corner,
(41) south 52° 19' East, 2388.25 feet to a
corner,
(42) south 35° 06' East, 1808.88 feet to a
corner,
(43) due South 641.49 feet to a corner,
(44) North 39° 54' 50" East, 1180.92 feet to
a corner,
(45) south 63° 38' 17" East, 333.26 feet to
a corner,
(46) North 0° 40' 29" West, 1222.85 feet to
a corner,
(47) North 27° 40' 10" East, 2303.86 feet to
a corner,
(48) North 80° 58' 05" East, 467.75 feet to
a corner,
(49) North 12° 28' 15" West, 1122 feet to a
corner common to lands of Jersey Central Power &
Light Company, lands of The State of New Jersey, and
lands of the Newark Council of Boys Scouts of America,
Inc.; thence the following four courses and distances
along the dividing line between lands of Jersey Central
Power & Light Company, and lands of the Newark Council
of Boys Scouts of America, Inc.,
(50) North 74° 55' 31" East, 1204.50 feet to a
corner,
(51) South 33° 10' 05" West, 338.17 feet to a
corner,

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(52) North 69° 29' 02" East, 1253.63 feet to a corner,

(53) North 60° 06' 43" East, 3938.25 feet to a corner common to lands of Jersey Central Power & Light Company, lands of the Newark Council of Boys Scouts of America, Inc., and lands of Snowden Henry; thence

(54) South 59° 03' 13" East along the dividing line between lands of Jersey Central Power & Light Company, and lands of Snowden Henry, 1650 feet to a corner common to lands of Jersey Central Power & Light Company, lands of Snowden Henry, and lands formerly of William R. Cain, et ux., now Public Service Electric and Gas Company; thence the following three courses and distances along the dividing line between lands of Jersey Central Power & Light Company and lands formerly of William R. Cain, et ux., now Public Service Electric and Gas Company,

(55) South 36° 20' 40" West, 1026.62 feet to a corner,

(56) South 17° 59' 54" East, 600 feet to a corner in the bed of the aforesaid public road leading from Mount Vernon to Franklin Grove,

(57) North 50° 14' 27" East and in the bed of said public road leading from Mount Vernon to Franklin Grove, 524.47 feet to the point and place of Beginning.

Excepting therout and therefrom the premises reserved by Walter J. Linaberry, et al., being a portion of the First Tract as contained in a Deed from Walter J. Linaberry, et al., to Jersey Central Power & Light Company dated August 30, 1962, and recorded in the Clerk's Office of Warren County in Book 44B of Deeds for said County on pages 304, etc., and described as follows:

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BEGINNING at a corner in the dividing line between lands of Jersey Central Power & Light Company, and lands of Walter J. Linaberry, et al., being also the northeasterly corner of a tract said to contain 45 acres and being the second tract described in a certain Deed from Melinda Titman to H. P. Linaberry dated April 1, 1897, and recorded in the Clark's Office of Warren County in Book 160 of Deeds for said County on pages 257, etc., distant south 63° 38' 17" East, 537.48 feet measured along the northeasterly line of said 45 acre tract from the point of intersection of the forty-fifth and forty-sixth course of the premises hereinabove described; thence the following eight courses and distances along said dividing line between lands,

- (1) South 38° 30' 02" West, and along the southeasterly line of said forty-five acre tract, 57.75 feet to a corner,
- (2) South 57° 41' 42" East, 120.24 feet to a corner,
- (3) South 75° 41' 30" East, 115.44 feet to a corner,
- (4) South 60° 23' 32" East, 132.19 feet to a corner,
- (5) South 16° 01' 57" East, 141.75 feet to a corner,
- (6) North 89° 27' 07" East, 169.33 feet to a corner,
- (7) South 87° 50' 12" East, 133.78 feet to a corner,
- (8) South 81° 24' 53" East, 144.16 feet to a corner in the center line of the relocated public road leading from Mount Vernon to Franklin Grove; thence the following five courses and distances still along said dividing line between lands and along said

Back to JCP 4
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center line of the relocated public road leading from Mount Vernon to Franklin Grove,

(9) northeasterly on a curve to the left having a radius of 200 feet (the chord of which bears North $32^{\circ} 26' 25''$ East, 181.84 feet) an arc distance of 188.76 feet to a point of tangency,

(10) North $5^{\circ} 24' 09''$ East, 539.33 feet to a point of curve,

(11) northeasterly on a curve to the right having a radius of 500 feet (the chord of which bears North $13^{\circ} 13' 49''$ East, 136.24 feet) an arc distance of 136.67 feet to a point of tangency,

(12) North $21^{\circ} 03' 50''$ East, 318.59 feet to a point of curve,

(13) northeasterly on a curve to the left having a radius of 225 feet (the chord of which bears North $19^{\circ} 33' 44''$ East, 12.22 feet) an arc distance of 12.22 feet to a corner in the fourth course of a tract said to contain 103.71 acres and being the first tract described in the aforesaid Deed from Malinda Titman to H. P. Linaberry dated April 1, 1897, said last mentioned corner being also in the dividing line between lands formerly of Madeline Dieffenbach, widow, now Jersey Central Power & Light Company, and lands of Walter J. Linaberry, et al.; thence

(14) South $54^{\circ} 29' 16''$ West, along said fourth course of said 103.71 acre tract, being also along last mentioned dividing line between lands, 1320.99 feet to the point and place of beginning.

Together with and subject to the several easements, rights, privileges, authorities and other interests stated hereinbefore in Parts A.

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B, C, D, E, F, and G of this schedule, and
excepting the lands excepted and reserved as
stated in such parts.

SECOND:

All project works, structures, fixtures, equip-
ment, improvements, reservoirs, dams, waterways,
water wheels, turbines, generators, accessory elec-
tric equipment, miscellaneous power plant equipment,
roads, bridges and station equipment constituting
the Yards Creek project, all as more particularly
set forth and described as Yards Creek Project No.
2309 in the license issued by the Federal Power Com-
mission authorizing the construction, operation and
maintenance of such facilities, and in the applica-
tion for such license.

RECEIVED IN THE CLERK'S OFFICE OF THE COUNTY
OF WARREN, N. J. ON THE 08th DAY OF JUNE, 1965
AT 10:15 O'CLOCK A. M. AND RECORDED IN BOOK 457
OF Deeds FOR SAID COUNTY ON PAGES

563 &c.

Darryl J. Jorgensen
CLERK

EXHIBIT A-2

[See Attached]

102 - N. J. DEED - BARGAIN and SALE
FORM TO IND. OR CORP.
V.L. 507 PAGE 736
B N M
ALL-STATE OFFICE SUPPLY CO.
49 EDISON PLACE, NEWARK 2, N. J.

189085 This Indenture,

Made this twenty-fifth day of June in the year of our Lord One Thousand Nine Hundred and Sixty-Nine

Between JERSEY CENTRAL POWER & LIGHT COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey, having its principal office in the Township of Morris, County of Morris and State of New Jersey, and PUBLIC SERVICE ELECTRIC AND GAS COMPANY,

a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey, having its principal office in the City of Newark, County of Essex and State of New Jersey party of the first part;

And STATE OF NEW JERSEY, a body politic and corporate

COUNTY OF WARREN
CONSIDERATION \$2000.00
REALTY TRANSFER FEE \$20.00
DATE 6/16/69 BY J.P.

Witnesseth, that the said party of the first part, for and in consideration of the sum of \$2000.00, to the party of the second part,

has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to its successors and assigns, forever,

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

BEGINNING at an iron pipe set at a corner in the dividing line between lands of Jersey Central Power & Light Company and Public Service Electric and Gas Company and lands of the State of New Jersey where the same is intersected by the sixth and seventh courses of the hereinafter recited deed from the State of New Jersey to New Jersey Power & Light Company, dated December 26, 1962; thence

- (1) Due North along said dividing line between lands being also partly along the seventh course of the lands described in said deed 1012.44 feet to a point distant southeasterly 100 feet measured at right angles from the prolongation southwesterly of the eighth course of the lands described in said deed; thence the following three courses and distances along remaining lands of Jersey Central Power & Light Company and Public Service Electric and Gas Company;
- (2) North 62° 41' East, parallel with and distant southeasterly 100 feet measured at right angles from the eighth course of the lands described in said deed and the prolongation southwesterly thereof, 1228.53 feet to a corner;
- (3) North 74° 46' East, parallel with and distant southeasterly 100 feet measured at right angles from the ninth course of the lands described in said deed, 1978.01 feet to a corner;

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507-376
R 9/17/69

11 507 PAGE 737

(4) Due South 2096.02 feet to a point in the aforesaid sixth course of the lands described in said deed; thence

(5) Due West partly along the sixth course of the lands described in said deed, 3000 feet to the point and place of Beginning.

Being part of the lands previously conveyed by the State of New Jersey to New Jersey Power & Light Company, dated December 26, 1962 and recorded December 28, 1962 in the Clerk's Office of Warren County in Book 450 of Deeds for said County on pages 210, etc.

The foregoing description being drawn in accordance with a survey made by Studer and McEldowney, Civil Engineers and Land Surveyors, Clinton, N.J., Scale 1" = 300', dated May 5, 1969 and rev. June 3, 1969.

It being the intention of this deed to convey to the State of New Jersey all that certain lake or pond known as Sunfish Pond being approximately forty-four acres of water surface and certain surrounding areas containing approximately sixty-eight acres and the whole described as above containing 112.88 acres more or less according to the said Studer and McEldowney survey.

507 PAGE 738

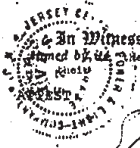
Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, ITS SUCCESSORS and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever:

The party of the first part covenants that they have done no act to encumber the said lands, except as herein stated.

This deed is given by Jersey Central Power & Light Company free and clear of the lien of that certain Indenture of Mortgage given by Jersey Central Power & Light Company to City Bank Farmers Trust Company, Trustee, dated as of March 1, 1946, and indentures supplemental thereto, pursuant to the provisions of Section 9.04(a) of said Indenture. A confirmatory release from the lien of said Indenture and indentures supplemental thereto will be obtained by Jersey Central Power & Light Company pursuant to the provisions of said Section 9.04(a).



In Witness Whereof, the said party of the first part has caused these presents to be signed by its Secretary, and its corporate seal to be hereto affixed and attested by its Secretary, the day and year first above written.

JERSEY CENTRAL POWER & LIGHT COMPANY

L. Sloan, Secretary

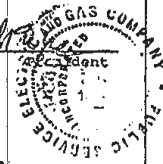
R. F. Bovier, President

Attest:

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

M. Carrington, Jr., Secretary

E. R. Eberle, Agent

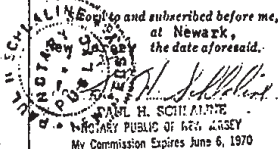


State of New Jersey,

vs.:

County of Essex

We it Remembered, that on this twenty-seventh day of June in the year of our Lord One Thousand Nine Hundred and sixty-nine the subscriber, a Notary Public of New Jersey personally appeared M. Carrington, Jr. who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Secretary of the Public Service Electric and Gas Company that E. R. Eberle is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.



M. Carrington, Jr.

507 PG 739

STATE OF NEW JERSEY)
) ss.
COUNTY OF MORRIS)

BE IT REMEMBERED, that on this 25th day of June in the year of our Lord One Thousand Nine Hundred and Sixty-Nine, before me, the subscriber, a Notary Public of New Jersey, personally appeared L. Sloan, who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Secretary of Jersey Central Power & Light Company, the party mentioned in the within Instrument, that R. F. Bovier is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Executive Committee of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me the date aforesaid.

L. Sloan
L. Sloan

William M. Breese
WILLIAM M. BREESE
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES SEPTEMBER 26, 1971
NEW JERSEY

189085

Deed.

JERSEY CENTRAL POWER & LIGHT
COMPANY and PUBLIC SERVICE
ELECTRIC and GAS COMPANY

TO
STATE OF NEW JERSEY

Date, June 25, 1969
Prepared by A. A. Rochester

*RR State of New Jersey
Department of Tax & Civil Rights
Attn: John Connet
Dunton, N.J. 08615*

414
WARREN COUNTY
CLERK'S OFFICE
SEP 17 10 23 AM '69
WARREN, N.J.

REGISTERED AS
INDEXED
CONF'D

RECEIVED IN THE CLERK'S OFFICE
OF THE COUNTY OF WARREN, N. J. ON
THE 17th DAY OF SEPT. 1969
AT 10:23 O'CLOCK A.M. AND RECORDED
IN BOOK 507 OF DEEDS
FOR SAID COUNTY ON PAGES 736 &c.
Shirley Rogers

EXHIBIT A-3

[See Attached]

106-DEED - WARRANTY-FULL COVENANT
IND. TO IND. OR CORP.

M U T I D.

COPYRIGHT © 1966 BY ALL STATE LEGAL SUPPLY CO.
310 SPENGLER STREET, MOUNTAIN TOP, PA. 17092

207625

VOL 539 PMS 135

This Deed, made the 4th day of April 1973

Between WALTER J. LINABERRY and EUNICE LINABERRY, his wife, residing at 114 South Lenola Road, Township of Moorestown, County of Burlington, State of New Jersey,

AND PEARL LINABERRY and BERTHA LINABERRY, single residing on Jones Road, Township of Blairstown, County of Warren, State of New Jersey

residing and in the

and State of of in the County of
Sub JERSEY CENTRAL POWER & LIGHT COMPANY, a corporation of New Jersey, having its principal office at Madison Avenue at Punch Bowl Road, Township of Morris, County of Morris, State of New Jersey,

AND PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of New Jersey, having its principal office at 80 Park Place, City of Newark, County of Essex, State of New Jersey

residing or located in the

and State of of in the County of
herein designated as the Grantors,
herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of

SEVENTY SEVEN THOUSAND SEVENTY (\$77,070.00) DOLLARS

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

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

BEGINNING at a point where the first course intersects the fourth course of the second tract of 45 acres more or less described in deed dated August 31, 1962 between Walter J. Linaberry, et ux, et als, and Jersey Central Power & Light Company, and recorded in the Warren County Clerk's Office in Book 448 of Deeds, pages 304 and said point of beginning being also in the dividing line between lands of Walter J. Linaberry, et ux, et als, and lands of Jersey Central Power & Light Company and Public Service Electric and Gas Company; and running thence the following fourteen courses and distances along said dividing line between lands,

- 1) along the first course of said 45 acre tract South 38 degrees 30 minutes 02 seconds West 57.75 feet to a point;
- 2) South 57 degrees 41 minutes 42 seconds East 120.24 feet to a point;
- 3) South 75 degrees 41 minutes 30 seconds East 115.44 feet to a point;
- 4) South 60 degrees 23 minutes 32 seconds East 132.19 feet to a point;
- 5) South 16 degrees 01 minute 57 seconds East 141.75 feet to a point;
- 6) North 89 degrees 27 minutes 07 seconds East 169.33 feet to a point;
- 7) South 87 degrees 50 minutes 12 seconds East 133.76 feet to a point;
- 8) South 81 degrees 24 minutes 53 seconds East 144.16 feet to the centerline of a relocated road at a point of curve therein, having Grid Co-ordinates according to the New Jersey Grid Co-ordinate System, North 790263.16 and East 1899315.07;
- 9) Along the center line of said relocated road, having a chord bearing of North 32 degrees 26 minutes 25 seconds East, on a curve to the left, having a radius of 200 feet an arc distance of 188.76 feet;
- 10) Still along the same, North 5 degrees 24 minutes 09 seconds East 539.33 feet to a point of curve;
- 11) Still along the same, on a curve to the right having a radius of 500 feet, an arc distance of 136.67 feet;
- 12) Still along same, North 21 degrees 03 minutes 50 seconds East, 318.59 feet to a point of curve;

COUNTY OF WARREN
CONSIDERATION \$77,070.00
REALTY TRANSFER FEE \$77.56
DATE 4-4-73 BY J. J. H.

539-135
R. 4/4/73

13) Still along the same, on a curve to the left having a radius of 225 feet an arc distance of 12.22 feet to a point in the fourth course of a 103.71 acre tract more or less described as Tract 1 in the aforesaid deed dated August 31, 1962, being also line of lands conveyed by Madeline Dieffenbach, widow, to Jersey Central Power & Light Company;

14) South 54 degrees 29 minutes 16 seconds West along said fourth course and former Dieffenbach line 1320.99 feet to the point and place of BEGINNING.

The hereinabove description being drawn in accordance with a survey made by Studer & McEldowney, Civil Engineers & Land Surveyors, Clinton, New Jersey, Scale 1" = 500', dated July 13, 1964 and revised February 15, 1965 and March 11, 1965.

Being the same premises excepted and reserved from the First Tract described in that certain deed from the Grantors herein to Jersey Central Power & Light Company dated August 31, 1962 and recorded in Book 448 of Deeds for Warren County at Page 304.

This deed is received by the Grantees under and subject to the following covenant, waiver, surrender and release between the Grantees, to which, by their acceptance hereof, they respectively agree, to wit, that the property conveyed hereby shall not, during the period hereinafter specified, be subject to any partition or sale for division, either voluntary or involuntary, by either judicial or nonjudicial action, and all right to effect during said period such a partition or sale for division is hereby waived, surrendered and released; and said covenant, waiver, surrender and release: (1) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and the mortgagees, receivers, trustees or other representatives of the parties hereto and of their respective successors and assigns and shall run with the land, (2) shall be applicable not only to said property but shall also be applicable to all improvements now or hereafter made thereon or thereto, (3) shall be effective during the period commencing with the date of the execution and delivery of this deed and shall continue in effect so long as the Yards Creek stage and/or the Kittatinny Mountain Project, as the case may be, in the opinion of either of the Grantees is used or useful for the generation of electricity, except that if, at any one or more times during said period, all tenants in common then owning undivided interests in said property and improvements by an appropriate instrument executed and delivered by all such tenants in common, shall dispose of and convey any portion thereof or interest therein, said covenant, waiver, surrender and release shall, upon such delivery, cease to be binding with respect to such portion or interest so disposed of and conveyed, but shall nevertheless remain effective during the aforesaid period with respect to the balance of said property and improvements not so disposed of and conveyed, and (4) shall not, and is not intended to, prohibit or limit in any way the right to each tenant in common at any time owning an undivided interest in said property and improvements, to sell, convey, mortgage and otherwise freely transfer and alienate its own respective undivided interest therein, either in whole or in part, subject, however, to said covenant, waiver, surrender and release.

BEING also part of the premises described in a deed from Melinda Titman to Henry F. Linaberry (who died February 19, 1935 leaving Walter J. Linaberry, Pearl Linaberry and Bertha Linaberry as his heirs at law) dated April 1, 1897 and recorded May 27, 1897 in the Clerk's Office of Warren County in Book 160 of Deeds for said County on pages 257, etc.

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Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant to and with the Grantees that at the time of the sealing and delivery of these presents, Grantors are lawfully seized of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the premises hereby conveyed, with all the buildings thereon and the privileges and appurtenances thereunto belonging; And have good right, full power and absolute authority to grant, sell and convey the same to the Grantees in the manner and form hereof; And that the Grantees shall and may at all times hereafter, peaceably and quietly enter upon and have, hold, use and occupy, possess and enjoy the premises hereby conveyed and every part and parcel thereof, with all the buildings thereon and the privileges and appurtenances thereunto belonging, to and for Grantees' use and benefit without any let, suit, eviction, interruption, claim or demand whatsoever, of the Grantors or of any other persons whomsoever lawfully claiming or to claim the same; And that the said lands and premises are now free and clear, acquitted and discharged of and from all limitations, grants, estates, mortgages, judgments, executions, taxes, assessments, encumbrances and liens of any nature and kind whatsoever, except as herein set forth; And that the Grantors and every person whomsoever, lawfully or equitably deriving any estate, right, title or interest through, from or for the Grantors, in trust or otherwise, in or to the premises described herein, the buildings thereon and the privileges and appurtenances thereunto belonging, shall and will, at all times hereafter upon the reasonable request and at the expense of the Grantees, do or execute or cause to be done or executed, all such further acts, deeds and things for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed, as by the Grantees or Grantees' counsel in law, shall be reasonably advised or required. And also, that the Grantors by these presents do and will forever warrant and defend the lands and premises described herein and every part and parcel thereof, with all the buildings thereon and the privileges and appurtenances thereunto belonging, unto the Grantees, against the Grantors and against all persons lawfully claiming or to claim the same.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

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

Signed, Sealed and Delivered in the presence of

Walter J. Linaberry (L.S.)

John R. Woolaver

Eunice Linaberry (L.S.)

Pearl Linaberry (L.S.)

Bertha Linaberry (L.S.)

State of New Jersey, County of Warren } ss.: Be it Remembered, that on April 4, 1973, before me, the subscriber, A Notary Public of New Jersey, personally appeared, WALTER J. LINABERRY, EUNICE LINABERRY, his wife, BERTHA LINABERRY, single and PEARL LINABERRY, single who, I am satisfied, are the person or persons named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed; and that the full and actual consideration paid or to be paid for the transfer of title to realty within the State of New Jersey by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$ 77,070.00.

Prepared by: Edward J. Foren, Jr.

JOHN R. WOOLAWER NOTARY PUBLIC OF NEW JERSEY My Commission Expires Dec. 13, 1977

VOL. 539 PAGE 138

RECEIVED

1973 APR -4 PM 1:50

HARRY J. SHILLI
WARREN COUNTY CLERK
DEPT. OF TREASURY, N.J.

4/7/73	ENTERED	B
	INDEXED	
	COMP'D.	

207625

Deed

WALTER J. LINABERRY and EUNICE LINABERRY
his wife, PEARL LINABERRY and BERTHA
LINABERRY

TO

as R
JERSEY CENTRAL POWER & LIGHT COMPANY,
a corporation of the State of New Jersey

Dated April 4 1973

Prepared by: Edward J. Foran, Jr.
Jersey Central Power & Light Company

RECEIVED IN THE CLERK'S OFFICE
OF THE COUNTY OF WARREN, N.J. ON
THE 4th DAY OF April 1973
AT 1:50 O'CLOCK P.M. AND RECORDED
IN BOOK 539 OF Deeds
FOR SAID COUNTY ON PAGES 135 &c.

Henry J. Foran

Clerk

7

EXHIBIT A-4

[See Attached]

259687

Vol. 786 Page 188

DEED

THIS INDENTURE, made this *24th* day of November, in the year Nineteen Hundred and Eighty-one, between PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey, having its principal office at 80 Park Plaza, in the City of Newark, County of Essex, and State of New Jersey; JERSEY CENTRAL POWER & LIGHT COMPANY, also a corporation of the State of New Jersey, having its principal office at Madison Avenue and Punch Bowl Road, in the Township of Morris, County of Morris and State of New Jersey, collectively hereinafter called "Utility Companies"; and GEORGE WASHINGTON COUNCIL, BOY SCOUTS OF AMERICA, also a corporation of the State of New Jersey, having its principal office at 2425 Pennington Road, in the City of Trenton, County of Mercer, and State of New Jersey, hereinafter with its successors and assigns called "Council",

COUNTY OF WARREN
 CONSIDERATION \$1.00
 REALTY TRANSFER TAX
 DATE 12-24-81

WITNESSETH:

1. Utility Companies, for and in consideration of \$1.00 lawful money of the United States of America, to them in hand well and truly paid by the Council, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Utility Companies being therewith fully satisfied, do by these presents grant, bargain, sell and convey unto Council all that certain tract or parcel of land situate, lying and being in the Township of Blairstown, County of Warren and State of New Jersey, more particularly described in "Exhibit A" attached hereto and hereby made a part hereof, for the operation of a Boy Scout Camp, subject, however, to the covenants and conditions stated hereinafter, all of which shall run with the land.

2. Together also, but only for so long as said premises continue to be owned by and used for the camping activities of

786-188
 R 12/24/81

VI 786 PAGE 189

Council, with the right to use for hiking or nature trails or other similar activities, excluding water-related activities, and always subject to such rules or regulations as Utility Companies may from time to time promulgate to Council (including, but without any limitation whatsoever, the obligation of Council, if and to the extent required, to erect adequate, suitable fencing as prescribed by Utility Companies, the obligation of Council to include Utility Companies as additional insureds named in all policies of liability insurance carried by Council in the amounts as set forth in Paragraph 5 hereof, or such other coverage as may from time to time be promulgated to Council by Utility Companies) all those remaining lands of Utility Companies lying between the southerly boundary of said premises and a line running at elevation 825 feet above mean sea level (generally marked by the tree clearing line along the northerly portion of the Lower Reservoir and specifically established by reference to Control Monument for the Auxiliary Reservoir, Lower Level, designated as Number 5 on drawing No. 1155-C, dated January 9, 1963, Rev. July 24, 1964, prepared by Studer and McEldowney, Clinton, New Jersey, and having New Jersey Grid System Coordinates of North 793,683.03, East 1,902,046.06 and a datum elevation of 878.54 feet above mean sea level) and extending between the southerly projection of the 13th course of said premises and the point where the said 825' contour line next intercepts the aforesaid southerly boundary in the 2nd course of said premises at about 2,800 feet from the beginning of said 2nd course. Council shall fully indemnify and hold harmless Utility Companies against any and all claims or demands for injury to person, damage to property or loss of life arising out of the presence on said lands or on adjoining premises (including

Vol. 786 PAGE 190

land and water) of Utility Companies of any of Council's agents, servants, employees or invitees and from any loss or expense incurred or charged to Utility Companies in the investigation, defense and satisfaction of such claims and shall pay such indemnity to Utility Companies upon demand. As used in this paragraph, "Utility Companies" includes Utility Companies and their respective successors and assigns, and "Council" includes Council and its successors or assigns continuing camping activities as the Boy Scouts of America or any duly constituted Council thereof.

3. This conveyance of said premises and the right to use additional lands of Utility Companies as hereinabove set forth is subject but not limited to the following terms, conditions, reservations and exceptions:

(a) Subject to Utility Companies' absolute and unqualified right to use the lands conveyed hereby for all project purposes regardless of the effect of such use upon the privileges of Council hereunder, and Council covenants, and this conveyance is upon the express condition, that its use of any of said premises will not endanger health, create a nuisance, or otherwise be incompatible with recreational uses of the Yards Creek Project in accordance with Paragraph C of Order No. 313 of the Federal Power Commission issued December 27, 1965.

(b) Reserving to the Utility Companies or either of them the right from time to time to erect, maintain, renew, relocate, redesign, alter and remove such towers, poles, guys, anchors, overhead and underground conductors, cables and conduits, transformers, pads and appurtenances for the transmission and distribution of electricity and for the operation of communication systems of Utility Companies as either of them may deem desirable or necessary for the operation of their Yards Creek facilities and for the distribution of electricity and communication service to

786 191

various structures and areas on or within said premises, and the right to trim, cut and remove such trees and branches as may be desirable in connection therewith, and the right to install, operate and maintain gas mains.

(c) Subject also to an easement for electric transmission lines reserved by New Jersey Power & Light Company (now Jersey Central Power & Light Company) in two deeds from it to Jersey Central Power & Light Company, respectively dated December 11, 1962 and March 23, 1963, and recorded in the Warren County Clerk's Office in Deed Book 450 at page 286 and in Deed Book 452 at page 10, respectively, to the extent that they affect said premises.

(d) Subject also to all applicable Federal, State and local laws, statutes and ordinances (including rules and regulations promulgated thereunder) concerning the use of property, to the rights of the public or others in roads, trails, ways, streams, ditches, culverts and pipes, if any, bounding or within said premises, and to such facts as accurate surveys and inspections of said premises would disclose.

(e) Excepting and reserving, however, to the Utility Companies, their successors and assigns, the absolute right to occupy such portions of said premises as constitute the following portions of Utility Companies' Yards Creek Pumped Storage Hydro-electric Project (sometimes designated as Federal Power Commission Project No: 2309) namely:

- (i) Yards Creek and Yards Creek diversion structure and ditch;
- (ii) Auxiliary Reservoir, dike, spillway and outlet works;
- (iii) Watercourse connecting Auxiliary Reservoir and Lower Reservoir;

PL 786 192

(iv) Arms of the Lower Reservoir, together with the right to use and operate and, from time to time, inspect, repair, renew and replace any and all thereof, or any portions thereof or appurtenances thereto (including the right to control the flow of water in said creek, ditch and watercourse and the level of water in said reservoirs provided that such right shall not be exercised capriciously so as to interfere with Council's enjoyment of its subordinate use of the Auxiliary Reservoir waters during summer encampment period except when drought conditions make it necessary or desirable for Utility Companies to use such waters in connection with Utility Companies' full use of the said Hydro-electric project), the right to enter upon said premises at any time and from time to time to perform such activity, and the right, from time to time, to use any roads, trails or paths now or hereafter existing on the said premises for access to or from other lands of Utility Companies for any purpose whatsoever, together with the absolute right, liberty and sole authority to assign the whole or any part, or the use thereof, independent of, or together, any of the rights hereinabove excepted and reserved.

(f) Also excepting and reserving to the Utility Companies, their successors and assigns, the absolute right to use for electric transmission purposes all that portion of the premises described in Exhibit A as lies westerly of a line projected southerly from the intersection of the 4th and 5th courses described in Exhibit A to a point in the 2nd course described in Exhibit A which is 1600.02 feet measured northeasterly along the same from the intersection of the 2nd and 3rd courses described in Exhibit A, together with the absolute right, and sole authority

EX. 786 INCL 193

of Utility Companies to assign the whole or any part thereof, or the use thereof, independent of, or together with all the rights and privileges reserved, for the purpose of constructing, reconstructing, operating, inspecting, repairing, replacing, maintaining and removing, in perpetuity, any number of circuits, or lines, for the transmission of electric energy between and beyond any future generating station and Utility Companies' existing substation and any future substations and switching stations which may be erected on or in the vicinity of Utility Companies' remaining lands. The rights reserved in this paragraph include but are not limited to the right to install any or all of such circuits or lines either overhead (on one or more lines of supporting structures) or underground; to conduct tree-clearing and excavating operations; to remove and keep clear interfering or endangering underbrush, structures or obstructions; to patrol said circuits or lines and to enter upon said lands with all equipment, labor and material as may be convenient to exercise any of the foregoing, all without prior notice.

(g) Also excepting and reserving, however, to Public Service Electric and Gas Company, its successors and assigns, all rights and privileges granted to it by easement for electric transmission lines from Jersey Central Power & Light Company dated May 25, 1965 and recorded in the Warren County Clerk's Office in Deed Book 467 at page 328, etc., together with absolute right, liberty and sole authority to assign the whole or any part, or the use thereof, independent of, or together, any of the rights acquired by the aforesaid easement.

(h) Subject also to the reserved right of Utility Companies to reacquire so much of the lands and premises conveyed or encumbered hereby as lies below an elevation not higher than 670 feet (approximately 191 acres); but reserving to Council the

WA 786 JUL 194

right to use the auxiliary reservoir and the shores thereof for its water-related recreational activities at such time as Utility Companies shall have determined to enlarge or reconstruct their Yards Creek Pumped Storage Hydro-electric Project and shall have secured all requisite licenses and permits to do so. Council agrees that upon six months' notice from Utility Companies given by first class mail at Council's principal office that they have made such determination and have received such licenses, it will reconvey such lands to Utility Companies as tenants in common in fee simple by deed of bargain and sale, free of liens and encumbrances except the lien of municipal taxes on lands which shall be prorated to the time of delivery of deed. Subdivision and like approvals shall be obtained by Utility Companies, and the deed shall be delivered within 60 days after issuance of such approvals. Council agrees to cooperate in the securing of such approvals. Because the conveyance effected hereby is for a nominal consideration, such reconveyance shall also be for a nominal consideration, except that Utility Companies shall reimburse Council for the reasonable cost of moving any buildings which may be in the area to be reconveyed to a satisfactory location on lands to be retained by Council and shall pay to Council the reasonable replacement value of any other improvements which it shall not be feasible to move (except roads and trails constructed subsequent to the date hereof). Council agrees not to erect any major buildings or structures in such area after delivery of this deed. The right reserved in this subparagraph (h) shall continue so long as Utility Companies or their successors or assigns shall own and operate a pumped storage hydro-electric project at this site.

4. Council shall have the right, in common with Utility Companies, to use the existing roadways on Utility Companies'

W 786 PAGE 195

remaining lands for access to and from the said premises. Council's use of the roadways shall be at the sole risk of Council, and Utility Companies shall not be liable for the condition and use of said roadways, nor for the removal of snow therefrom. However, Utility Companies reserve the right to restrict or prevent vehicular and pedestrian use of the road to the Upper Reservoir, with or without prior notice.

5. Council shall indemnify, protect and save Utility Companies and any affiliated companies, their directors, officers and employees, harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, death, cost or expense of whatever kind or nature (including without limitation attorney's fees) brought or presented by any person, firm, or corporation whatsoever for injuries to or the death of any person or persons, or damages to or the loss of property alleged or claimed to have been caused by, or to have arisen out of or in connection with, or to be incidental to Council's activities with respect to the premises, including, without limitation, any liens asserted against the premises, and Council's failure to abide by any and all valid applicable laws, rules or regulations and, upon notice from Utility Companies, Council shall be bound and obligated to assume the defense thereof, including settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, charges, awards or expenses resulting from or arising out of such injuries, death or damages. Council shall maintain public liability and property damage insurance policies naming Utility Companies as parties assured in an insurance company or companies acceptable to Utility Companies in the sum of \$1,000,000.00 for death of or injury to any one person, and \$1,000,000.00 for death of or injury to two or

Vol 786 JUNE 1986

more persons in the same accident, and in the amount of \$100,000.00 for damage to property and to other property of Utility Companies as hereinafter set forth, or in such other sums as may reasonably be required from time to time by utility companies, all of which policies shall be noncancellable without notice to Utility Companies in accordance with this deed and all of which shall waive any right of subrogation against Utility Companies. Such insurance shall not relieve or release Council from, or limit Council liability as to any of its obligations under this deed.

6. This conveyance is made subject to any judgment or judgments against Utility Companies which may be a lien or liens against the lands of Utility Companies, but Utility Companies covenant severally and not jointly to protect, indemnify and save harmless Council and its successors and assigns from being required to pay said judgments, or any of them, or any part thereof. This conveyance is also made subject to the covenants, conditions, restrictions, exceptions and reservations set forth in paragraphs 2, 3, 4 and 5 hereof and upon the additional condition that, should Council elect to sell said premises, the Utility Companies shall have the right to repurchase the same at a price equal to the highest bona fide offer made to Council for said premises, such right to repurchase to be exercised within three (3) months of notification by Council to Utility Companies of Council's receipt of any such offer which it proposes to accept.

7. Any failure on the part of Utility Companies to compel a fulfillment of any one or more of the covenants, terms and conditions herein contained shall not be held to be a waiver of their rights to enforce the same at any time.

8. All notices and demands under or with respect to this conveyance shall be in writing and shall be mailed or delivered as follows:

EX 786 PL 187

(a) To Utility Companies:

General Manager - Real Estate
Public Service Electric and Gas Company
80 Park Plaza
Newark, New Jersey 07101

Manager - Real Estate Department
Jersey Central Power & Light Company
Madison Avenue at Punch Bowl Road
Morristown, New Jersey 07960

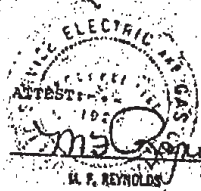
(b) To Councils:

George Washington Council
Boy Scouts of America
2425 Pennington Road
Trenton, New Jersey 08638

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of Utility Companies both in-law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances, except as aforesaid. To have and to hold all and singular, the premises herein described, together with the appurtenances, unto Council and to its proper use and benefit forever, except as aforesaid.

786 JAN 198

IN WITNESS WHEREOF, the parties hereto have hereunto set their corporate seals and caused these presents to be executed by their respective proper officers thereunto duly authorized as of the day and year first above written.



PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By W. E. Mance, Jr. Vice President

H. F. Reynolds Secretary

JERSEY CENTRAL POWER & LIGHT COMPANY

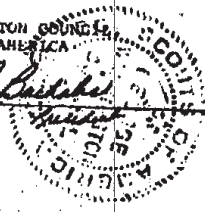
By J. McCalliard Vice President

H. D. Peters Assistant Secretary

GEORGE WASHINGTON COUNCIL
BOY SCOUTS OF AMERICA

By John J. ...

ATTEST: Robert L. ... Secretary



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EXHIBIT A

Metes and Bounds Description

BEGINNING at the point in the southerly side line of an electric transmission line right of way of Public Service Electric and Gas Company where the same is intersected by the first course described in a deed from William Cain, et ux. to New Jersey Power & Light Company dated January 27, 1962, and recorded in the Warren County Clerk's Office in Deed Book 444, page 384, said beginning point being distant 236.06 feet measured northerly along said first course reversed from a corner in the old dirt road from Mount Vernon to Franklin Grove and also being the beginning point of the description of the right of way described in grant from Jersey Central Power & Light Company to Public Service Electric and Gas Company dated May 25, 1965, and recorded in the Warren County Clerk's Office in Deed Book 467, page 328, thence running (1) along said southerly side line of right of way, South 48° 19' 28" West 2,760.17 feet to an angle point therein; thence (2) still along the same, South 63° 09' 36" West 6,314.54 feet to a point which is 74.45 feet more or less, measured along the same course produced, from a line of lands of the State of New Jersey (this course at 5,841.35 feet passes through an angle point in said side line of right of way); thence (3) North 1° 41' 26" West 1,153.43 feet, more or less, to another line of lands of the State of New Jersey at a point therein 97.68 feet northeasterly from an angle point therein having coordinates according to the New Jersey Rectangular Coordinates Grid System of North 792,089.07 and East 1,898,041.92; thence (4) along the line of State's lands, North 27° 40' 10" East 2,206.18 feet to an angle therein; thence (5) still along the same, North 80° 58' 05" East 467.75 feet to a corner of State's lands; thence (6) still along the same, North 12° 28' 15" West 1,122.00 feet to lands formerly of Newark Council

VA 786 IMZ 200

of Boy Scouts of America, Inc., now the United States of America, and a corner of State's lands; thence (7) along the line of said United States lands North $74^{\circ} 55' 31''$ East 1,204.50 feet to a corner thereof; thence (8) still along the same, South $33^{\circ} 10' 05''$ West 338.17 feet to a corner; thence (9) still along the same, North $69^{\circ} 29' 02''$ East 1,253.63 feet to an angle therein; thence (10) still along the same, North $60^{\circ} 06' 43''$ East 3,938.25 feet to a corner of the so-called "Stewart lot," formerly of Snowden Henry; thence (11) along said Stewart lot, South $59^{\circ} 03' 13''$ East 1,650 feet to a corner; thence (12) along line of lands conveyed to Public Service Electric and Gas Company by William R. Cain, et ux., South $36^{\circ} 20' 40''$ West 1,026.62 feet to a point in the aforesaid first course described in deed from William R. Cain, et ux. to New Jersey Power & Light Company; thence (13) along the same, South $17^{\circ} 59' 54''$ East 363.94 feet to the point and place of beginning.

Containing 510.43 acres, more or less.

Bearings and distances based on New Jersey Rectangular Coordinates Grid System.

The foregoing description was prepared based upon surveys made by Studer & McEldowney shown on their drawings numbered 1337-C and 1532-C, as supplemented by additional surveys made by Jersey Central Power & Light Company.

Being known and designated as Lots 5, 6, 7, 9 and 14 and portions of Lots 1 and 15 in Block 201, a portion of Lot 3 in Block 301, and a portion of Lot 13 in Block 202, all as shown on the Official Tax Map of the Township of Blairstown, Warren County, New Jersey. The above described parcel of property was the subject of a subdivision application approved by the Planning Board of the Township of Blairstown, Warren County, on June 16, 1980; an approved subdivision plat was filed in the Warren County Clerk's Office on August 19, 1980 as File #873.

PL 786 PAGE 201

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

BE IT REMEMBERED, that on this 27th day of November, 1981 in the County and State aforesaid, before me, the subscriber, a Notary Public of New Jersey, personally appeared *M.F. Reynolds, Assistant*, Secretary of PUBLIC SERVICE ELECTRIC AND GAS COMPANY, one of the Grantors named in the within Instrument, who, being by me duly sworn according to law, does depose and say and make proof to my satisfaction that she is the ^{Assistant} Secretary of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation, the same being well know ^{to her} that it was so affixed by the order of the Board of Directors of said corporation; that *W.E. Mango, Jr.* is a Vice President of said corporation; that she saw said *W.E. Mango, Jr.* as such Vice President sign said Instrument, and affix said seal thereto and deliver said Instrument and heard him declare that he signed, sealed and delivered said Instrument as the voluntary act and deed of said corporation by its order and by order of its Board of Directors, for the uses and purposes therein expressed; and that the deponent signed ^{her} his name thereto at the same time as subscribing witness. The consideration for this deed is \$1.00.

M.F. Reynolds
M.F. REYNOLDS ^{Assistant} Secretary

Subscribed and sworn to before me the date and year aforesaid.

Stanley W. Swiderski
STANLEY W. SWIDERSKI
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires April 19, 1982

This Instrument was prepared by *William T. Osborne*

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STATE OF NEW JERSEY)
) ss.
COUNTY OF MORRIS)

BE IT REMEMBERED, that on this 2nd day of December, 1981 in the County and State aforesaid, before me, the subscriber, a Notary Public of New Jersey, personally appeared M. B. Peters, Assistant Secretary of JERSEY CENTRAL POWER & LIGHT COMPANY, one of the Grantors named in the within Instrument, who, being by me duly sworn according to law, does depose and say and make proof to my satisfaction that he is the Assistant Secretary of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation, the same being well know to him; that it was so affixed by the order of the Board of Directors of said corporation; that J. McCalliard is a Vice President of said corporation; that he saw said J. McCalliard as such Vice President sign said Instrument, and affix said seal thereto and deliver said Instrument and heard him declare that he signed, sealed and delivered said Instrument as the voluntary act and deed of said corporation by its order and by order of its Board of Directors, for the uses and purposes therein expressed; and that the deponent signed his name thereto at the same time as subscribing witness. The consideration for this deed is \$1.00.

M. B. Peters
M. B. Peters, Assistant Secretary

Subscribed and sworn to before me the date and year aforesaid.

Eaura V. Saxton
Eaura V. Saxton
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 27, 1985

This Instrument was prepared by William A. William A. [Signature]

NC 1046 - AFFIDAVIT OF CONSIDERATION
REV. 1 (Rev. 1/1/81)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL STATE LEGAL SUPPLY CO.
200 Sheffield St., Mountainside, N.J. 07092
ADGRVST

786-ALE 203

PARTIAL EXEMPTION
(c. 176, P.L. 1975)

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

STATE OF NEW JERSEY }
COUNTY OF HUNTERDON } ss.

FOR RECORDER'S USE ONLY
Consideration \$ 1.00
Realty Transfer Fee \$ _____
Date 12-24-81 By [Signature]

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, GEORGE M. DILTS being duly sworn according to law upon his oath deposes and says that he is the Legal Representative of the Grantor

in a deed dated November 27, 1981 transferring real property identified as Block No. 201, Lots 5, 6, 7, 9 and 14 and portions of Lots 1 & 15; Block 301, portion of Lot 3; and Block 202, portion of Lot No. 13 located at the Township of Blairstown, Warren County, New Jersey

(2) CONSIDERATION (See Instruction #6)

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

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere references to exemption symbol is not sufficient.

Actual consideration is less than \$100.00, i.e., \$1.00.

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instruction #8)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8)
 - Grantor(s) 62 yrs. of age or over.
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
- b) BLIND (See Instruction #8)
 - Grantor(s) legally blind.
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
- c) DISABLED (See Instruction #8)
 - Grantor(s) permanently and totally disabled.
 - One or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not gainfully employed.
 - No joint owners other than spouse or other qualified exempt owners.
- *IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.
- d) NEW CONSTRUCTION (See Instruction #8)
 - Entirely new improvement.
 - Not previously used for any purpose.
 - Not previously occupied.

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

Subscribed and Sworn to before me
this 22nd day of December, 19 81
Marlene L. Hamilton
Marlene L. Hamilton
Notary Public of New Jersey
My commission expires 2/13/84

[Signature]
GEORGE M. DILTS
100 Main St., Flemington, NJ 08822

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County Warren
Deed Number 786-ALE 203 Book 186 Page 188AC
Deed Dated 12-24-81 Date Recorded 12-24-81

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.
ORIGINAL - Whole copy to be retained by County.
DUPLICATE - Whole copy to be forwarded by County to Division of Taxation, pursuant to N.J.A.C. 18:18-6.12.
TRIPPLICATE - First copy to your file copy.

WHILE AND VENDOR COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICE

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259687
DEED

INDEXED

RECEIVED
Dec 24 10 50 AM '81

TERRANCE D. LEE
WINDEN COUNTY CLERK
BEVERLY, N.J.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

AND

JERSEY CENTRAL POWER & LIGHT COMPANY

VS

GEORGE WASHINGTON COUNCIL, BOY SCOUTS
OF AMERICA

Dated November 21, 1981

Received in the Warren
County Clerk's Office
on 12/24/81
at 10:50 AM
Recorded in deed
book 786 page 204
T. Lee
Warren County Clerk

Record and return to:



~~Real Estate Department
Jersey Central Power & Light Company
P.O. Box 1328
Morristown, New Jersey 07960~~

BERNHARD, DUNST & DUTS
100 MAIN STREET
PLEMINGTON, NEW JERSEY 08822

18-

EXHIBIT A-5

[See Attached]

Warren County Recording Data Page Honorable Patricia J. Kolb Warren County Clerk		Official Use Only - Barcode  BK: 2850 Pg: 147 Instr #: 2018-491362 52 Pages 04/12/2018 03:23:59 PM MISCELLANEOUS DEED RECORDED Holly Mackey Warren Co Clerk	
			
Official Use Only - Realty Transfer Fee			
Date of Document: 2018-04-12		Type of Document: MISCELLANEOUS DEED	
First Party Name: PSEG FOSSIL LLC		Second Party Name: CENTRAL NEW JERSEY COUNCIL BOY SCOUTS OF AMERICA	
Additional Parties: JERSEY CENTRAL POWER AND LIGHT COMPANY			

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block:	Lot:
Municipality Blairstown Township	
Consideration:	
Mailing Address of Grantee:	

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

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

DB2850-1
 R 4/12/20

DEED OF RELEASE (07/13/2017)

PSEG FOSSIL, LLC,
a limited liability company of the State of Delaware, ("PSEG"),
successor to
Public Service Electric and Gas Company,
a corporation of the State of New Jersey ("PSE&G")

AND

JERSEY CENTRAL POWER & LIGHT COMPANY,
a corporation of the State of New Jersey ("JCP&L")

TO

CENTRAL NEW JERSEY COUNCIL, BOY SCOUTS OF AMERICA,
a corporation of the State of New Jersey ("CNJ Council")
the survivor and successor in and by 1999 merger to the former
George Washington Council, Boy Scouts of America ("GW Council")

Dated OCTOBER 25, 2017

RECORDED
Holly Mackey Warren Co Clerk
BELVIDERE, NJ
MISCELLANEOUS DEED
Bk: 2850 Pg: 147
04/12/2018 03:23:59 PM
Pages 52

Record and return to:

Richard J. Conway, Jr.
Schenck, Price, Smith & King, LLP
P.O. Box 991, 220 Park Avenue
Florham Park, New Jersey 07932
1679W-054109

Record & Return to:
Prestige Title Agency, Inc.
130 Pompton Avenue
Verona, NJ 07044

DEED OF RELEASE

THIS INDENTURE, made this 25th day of OCTOBER,
in the year Two Thousand and SEVENTEEN, between PSEG FOSSIL,
LLC, a limited liability company of the State of Delaware,
("PSEG"), successor to Public Service Electric and Gas Company,
a corporation of the State of New Jersey, ("PSE&G") having
offices at Attn: Roger Trudeau, Manager - Corporate Real Estate,
PSEG Services Corporation, 80 Park Plaza, T-6, Newark, NJ 07102
(E-Mail address: Roger.Trudeau@pseg.com); JERSEY CENTRAL POWER &
LIGHT COMPANY, also a corporation of the State of New Jersey,
having offices at Attn: Real Estate Department, 300 Madison Ave,
PO Box 1911, Morristown, NJ 07962-1911 (E-Mail address:
mmcspinoza@firstenergycorp.com), collectively hereinafter called
"Utility Companies"; and CENTRAL NEW JERSEY COUNCIL, BOY SCOUTS
OF AMERICA, a corporation of the State of New Jersey ("CNJ
Council") the survivor and successor in and by 1999 merger to
the former George Washington Council, Boy Scouts of America,
also a corporation of the State of New Jersey ("GW Council"),
having offices at Attn: Todd McGregor, Scout Executive, Area
Director, 3255 Gloucester Drive, Bethlehem PA 18020.

W I T N E S S E T H :

1. Subject to Paragraph 1(a) below, Utility Companies, for and in, consideration of \$1.00 lawful money of the United States of America, to them in hand well and truly paid by the CNJ Council, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Utility Companies being therewith fully satisfied, do by these presents grant, bargain, sell, convey and release unto CNJ Council any and all of the Utility Companies' remaining rights, title and interests in that certain tract or parcel of land ("Parcel A") situate, lying and being in the Township of Blairstown, County of Warren, and State of New Jersey, more particularly described in "Exhibit A-1" attached hereto and hereby made a part hereof, being a portion of the entire property (the "Original Property") originally conveyed by Deed of the Utility Companies dated on or about November 27, 1981 (the "1981 Deed") to GW Council (GW Council and its heirs, successors and assigns being referred to as "Council" in the 1981 Deed), then for the GW Council's operation of a Boy Scout Camp, which 1981 Deed was recorded in the Warren County Clerk's Office on or about December 24, 1981 at Book 786 Page 188 et

seq., then subject, however, to various covenants and conditions stated therein. Those covenants and conditions were intended to run with the land against the Original Property against all heirs, successors and assigns of the GW Council. But the purpose, intent and effect of this Deed of Release to or for Parcel A, subject to Paragraph 1(a) below, is and shall be that any and all of those terms and conditions as applicable to and for Parcel A and such heirs, successors and assigns of the GW Council are now and hereafter hereby released and waived so that they no longer are of any force and effect and no longer bind or benefit Parcel A or GW Council or its heirs, successors and assigns as to Parcel A, including without limitation CNJ Council and, after the donation of Parcel A from CNJ Council, the State (as hereinafter defined in Paragraph 5), and also with respect to Parcel A no longer bind or benefit the Project (being the Utility Companies' Yards Creek Pumped Storage Hydro-electric Project [sometimes designated as Federal Power Commission Project No. 2309]) or the Utility Companies or any of its or their heirs, successors and assigns with respect to Parcel A.

(a) Notwithstanding the terms and conditions of Paragraph 1, this Deed of Release is subject to the occurrence

of a conveyance of all of CNJ Council's rights, title and interest in Parcel A to the State as donee which occurs prior to the termination of that certain "Utilities' Amended Waiver" made by the Utility Companies, a copy of which either is attached as Exhibit C or has been previously recorded as referenced in Exhibit C (the "Utilities' Amended Waiver").

2. By way of clarification, nothing in this Deed of Release is intended to grant, bargain, sell, convey and release unto CNJ Council or its heirs, successors and assigns as to Parcel A any and all of the Utility Companies' remaining rights, title and interests in the remaining tract or parcel of land ("Parcel B") situate, lying and being in the Township of Blairstown, County of Warren, and State of New Jersey, more particularly described in "Exhibit B-1" attached hereto and hereby made a part hereof, being the remaining portion outside Parcel A of the Original Property conveyed by the 1981 Deed, then for the GW Council's operation of a Boy Scout Camp, then subject, however, to various covenants and conditions stated therein, intended to run with the land. Notwithstanding this Deed of Release, all of such covenants and conditions as applicable on, to or for Parcel B are and remain hereafter in

full force and effect and continue to bind or benefit Parcel B and CNJ Council, and its heirs, successors and assigns with respect to Parcel B, and also continue to bind or benefit the Project and the Utility Companies and their heirs, successors and assigns with respect to Parcel B, subject to the terms and conditions of the original 1981 Deed and the terms of this Deed of Release applicable to Parcel B, expressly including Paragraphs 3 and 6.

3. Notwithstanding this Deed of Release, the various covenants and conditions stated in the 1981 Deed, intended to run with the land with respect to Parcel B, and GW Council, its heirs, successors and assigns with respect to Parcel B, which continue to bind or benefit the Project and the Utility Companies and their heirs, successors and assigns with respect to Parcel B, are subject to the terms, conditions and provisions of the Utilities' Amended Waiver.

4. By way of clarification, nothing in this Deed of Release is intended to grant, bargain, sell, convey and release unto CNJ Council any and all of the Utility Companies' remaining rights, title and interests in the various tracts or parcels of land and other property outside the Original Property now or

hereafter owned, operated, used and enjoyed by or for the Project ("Project Properties") or otherwise of either or both of the Utilities or their affiliates (including the Project Properties, collectively the "Utilities' Properties"), or to limit the ownership, operation, use or enjoyment of those Utilities' Properties.

5. By way of clarification, this Deed of Release is being made and delivered contemporaneous with, but also for and in contemplation of, and in reliance on, a certain deed of donation or other conveyance (the "Donation Deed") of Parcel A from CNJ Council to The State Of New Jersey, Department Of Environmental Protection, whose address is 401 East State Street, Trenton, New Jersey ("State"), as donee or transferee, which occurs prior to the termination of the Utilities' Amended Waiver. Without limitation it is expressly intended and agreed that the State as transferee in such circumstances is an intended third party beneficiary of this Deed of Release in that the State would not accept the Council's conveyance of Parcel A to the State if such conveyance of Parcel A was subject to the rights, restrictions, terms and conditions of, in or by reason of the 1981 Deed inconsistent with this Deed of Release. Consistent with the

Utilities Waiver, the Donation Deed shall expressly provide as follows:

(a), (i) Except as provided in Paragraph 5(a)(ii) below, any and all water rights at, to, from, for or by reason of the ownership of Parcel A as a portion of the Original Property under the 1981 Deed, including without limitation at, to, from or by reason of any and all reservoirs (and their arms) or other water bodies or water courses, creeks, water related structures and ditches, dikes, spillways, and outlet works located on Parcel B or other of the Utilities' Properties, by reason of the 1981 Deed or otherwise, shall be reserved solely and exclusively to CNJ Council and its heirs, successors and assigns as owner of Parcel B and shall be denied to the State and its heirs, successors and assigns as owner of Parcel A (such rights as are so retained by CNJ Council as owner in Parcel B to be transferred to JCP&L in the Transfer Deed).

(ii) Notwithstanding Paragraph 5(a)(i) above, CNJ Council and the State, following the donation of Parcel A to the State under the Donation Deed shall have and retain any and all water rights at, to, from or by reason of any and all reservoirs (and their arms) or other water bodies or water courses, creeks,

water related structures and ditches, dikes, spillways, and outlet works actually located on Parcel A itself.

(b) From and after the Donation Deed and Transfer Deed, CNJ Council shall have no, and shall at the time of the Transfer Deed (and again as of the date of the Donation Deed) release and waive, in form and substance satisfactory to JCP&L, all rights and claims against the Utility Companies for or by reason of the 1981 Deed or by reason of any or all of the Original Property or lands or operations or both of any or both of the Utility Companies, JCP&L or PSEG or their affiliates. Without limitation CNJ Council shall have no right, title or interest in or to any or all of the Original Property or any of the Utilities' Properties after both the Deed of Donation and Deed of Transfer. At JCP&L election, this provision may be reflected in any or both the Deed of Donation and Deed of Transfer, in form and substance satisfactory to JCP&L.

6. By way of clarification, this Deed of Release is also being made and delivered contemporaneous with, or immediately after, but also for and in contemplation of, and in reliance on, a certain deed of conveyance (the "Transfer Deed") of Parcel B from CNJ Council to JCP&L made consistent with the Utilities'

Amended Waiver and that certain AGREEMENT FOR SALE OF REAL ESTATE dated on or about December 23, 2016 made between JCP&L, as buyer and transferee, and CNJ Council, as seller and transferor, (the "Sale Agreement"). Without limitation it is expressly intended and agreed that the Utility Companies would not make this Deed of Release if CNJ Council did not convey Parcel B to JCP&L pursuant to the Sale Agreement contemporaneous with, or immediately after, the CNJ Council's donation and conveyance of Parcel A to the State as donee and transferee.

(a) The Utilities' Amended Waiver, attached hereto, alters the applicability and effect of the 1981 Deed to Parcel B.

7. By way of clarification, but not by way of limitation, except as set forth in Paragraph 1(a) the following provisions of the 1981 Deed are expressly hereby acknowledged as no longer of any force and effect as to Parcel A.

(a) CNJ Council and any and every Parcel A owner's and its heirs', successors' or assigns', right to use any of the Original Property outside of Parcel A, or any of the Utilities' Properties now, previously or hereafter owned by any of the Utility Companies or the Project (without limitation expressly

including all those remaining lands of Utility Companies referenced in the 1981 Deed lying between the southerly boundary of said premises and a line running at elevation 825 feet above mean sea level [then generally marked by the tree clearing line along the northerly portion of the Lower Reservoir and specifically established by reference to Control Monument for the Auxiliary Reservoir, Lower Level, designated as Number 5 on drawing No. 1155-C, dated January 9, 1963; Rev. July 24, 1964, prepared by Studer and McEldowney, Clinton, New Jersey, and having New Jersey Grid System Coordinates of North 793,683.03, East 1,902,046.06 and a datum elevation of 878.54 feet above mean sea level] and extending between the southerly projection of the 13th course of said premises and the point where the said 825' contour line next intercepts the aforesaid southerly boundary in the 2nd course of said premises at about 2,800 feet from the beginning of said 2nd course), for hiking or nature trails or other similar activities, including water-related activities.

(b) The right of any of the Utility Companies to make, promulgate or impose rules or regulations to CNJ Council and any and every Parcel A owner and its heirs, successors or

assigns, binding upon CNJ Council and any and every Parcel A owner and its heirs, successors or assigns with respect to Parcel A, and the obligation to comply with same (including any obligation to erect adequate, suitable fencing on or around Parcel A, to maintain insurance for Parcel A and to include Utility Companies as additional insureds).

(c) (1) The obligation of CNJ Council and any and every Parcel A owner and its heirs, successors and assigns to indemnify and hold harmless Utility Companies against claims or demands for injury arising out of their and others' presence on and uses of and for Parcel A.

(2) The obligation of Utility Companies to indemnify and hold harmless CNJ Council and any and every Parcel A owner and its heirs, successors and assigns against claims or demands associated with or by reason of their presence on and uses of Parcel A.

(d) Utility Companies' right to use any or all of Parcel A for any or all Project purposes regardless of the effect of such use upon the privileges of CNJ Council and any and every Parcel A owner and its heirs, successors and assigns.

(e) Restrictions upon CNJ Council and any and every Parcel A Owner and its heirs, successors and assigns that use of any of Parcel A will not endanger health, create a nuisance, or otherwise be incompatible with recreational uses of the Yards Creek Project in accordance with Paragraph C of Order No. 313 of the Federal Power Commission issued December 27, 1965.

(f) The reservations of Utility Companies' or either of its or their right from time to time to erect, maintain, renew, relocate, redesign, alter and remove such towers, poles, guys, anchors, overhead and underground conductors, cables and conduits, transformers, pads and appurtenances for the transmission and distribution of electricity and for the operation of communication systems of Utility Companies as either of them may deem desirable or necessary at or on Parcel A for the operation of their Yards Creek facilities and for the distribution of electricity and communication service to various structures and areas on or within said premises, and also the right to trim, cut and remove such trees and branches on Parcel A as may be desirable in connection therewith, and the right to install, operate and maintain gas mains on and from Parcel A.

(g) (1) CNJ Council's and any and every Parcel A owner's and its heirs', successors', and assigns', right, in common with Utility Companies, to use the existing roadways on Utilities' Properties outside Parcel A for access to and from Parcel A, except if and solely to the extent such a right is provided in accordance with Paragraph 7(g)(2) of this Deed of Release, which is made consistent with the Utilities' Amended Waiver in contemplation of the Transfer Deed and Donation Deed.

(2) Without limitation, any and all rights of access, ingress and egress of CNJ Council and any and every Parcel A owner and its heirs, successors, and assigns to and from Parcel A from or through or across, or use for any reason or purpose, and use of roadways, of either or both Parcel B or other Utilities' Properties under or by reason of the 1981 Deed, or otherwise, shall be reserved as appurtenant to Parcel B solely and exclusively to JCP&L and its heirs, successors and assigns, and shall be denied to the State and its heirs, successors and assigns, except only for State access to and from Parcel A in the event of either an emergency (the "Emergency Access Exception") (including but not limited to, for example, by reason of fire, natural disaster, accident, personal injury,

or medical emergency), police enforcement activities (the "Police Access Exception") within Parcel A or the State park adjacent to Parcel A or the need for State maintenance or repair work (the "Maintenance Access Exception") in Parcel A or through Parcel A in the State park adjacent to Parcel A (such Emergency Access Exception, Police Access Exception, and Maintenance Access Exception collectively being the "Maintenance/Emergency Access Exceptions"), provided that (i) any exercise of such State access to or from Parcel A for the Maintenance Access Exception is subject to any requirements and orders of the Federal Energy Regulatory Commission and (ii) any periodic, repeat or routine exercise of this State right of access for the Maintenance/Emergency Access Exceptions may be subjected to reasonable written rules and procedures proposed to State by JCP&L at least ninety (90) days in advance of their taking effect subject to prior review and approval by the State in that period, not to be unreasonably delayed, conditioned, withheld, or rejected by the State. By way of clarification, such reasonable written rules and procedures proposed in accordance with Paragraph 7(g)(2)(ii) must not unreasonably hinder the State's access for the Maintenance/Emergency Access Exceptions.

The location to be used by the State in its periodic, frequent, repeat or routine exercise of this State right of access for the Maintenance/Emergency Access Exceptions is identified on a diagram attached hereto and incorporated herein as "Exhibit D". Except for the Maintenance/Emergency Access Exceptions, the State's and its heirs', successors' and assigns' access, ingress and egress for and to Parcel A shall expressly occur from lands of the State adjacent to Parcel A (e.g., Block 301, Lot 1.01), or any other properties adjacent to Parcel A (other than Parcel B or other Utilities' Properties) as to which the State obtains such rights from the owners of such other properties or which the State acquires in the future, and, except for the Maintenance/Emergency Access Exceptions, in no event through access to or across, ingress to, egress from or other use of Parcel B or other Utilities' Properties (such rights as are so retained by CNJ Council in the Donation Deed at, for or with respect to Parcel B to be transferred to JCP&L in the Transfer Deed).

(3) By way of clarification, however, CNJ Council's and any and every Parcel A Owner's and its heirs', successors' and assigns' use of the roadways on any of the

Utilities' Properties, solely if and to the extent provided in accordance with Paragraph 7(g)(2) of this Deed of Release, shall be at the sole risk of CNJ Council and its heirs, successors and assigns, and Utility Companies shall not be liable for the condition and use of said roadways, nor for the removal of snow therefrom.

(h) The condition that, and obligation of, CNJ Council and any and every Parcel A owner and its heirs, successors and assigns notify the Utility Companies should CNJ Council or any and every Parcel A owner and its heirs, successors and assigns elect to sell any of Parcel A, and the Utility Companies' right to repurchase any of Parcel A at a price equal to the highest bona fide offer made to CNJ Council or any and every Parcel A owner and its heirs, successors and assigns for said premises.

8. Miscellaneous Provisions:

(a) All notices, and demands under or with respect to this conveyance and the 1981 Deed hereafter shall be in writing and shall be mailed or delivered as follows:

(1) To Utility Companies: to both of JCP&L and PSEG at the addresses first set forth above, except if JCP&L or PSEG shall hereafter notify Council of a different address.

(2) (i) To CNJ Council with respect to any of the Original Property, including as to Parcel A (e.g., with respect to periods before donation to the State): notice to CNJ Council at the address first set forth above, except if CNJ Council shall hereafter notify the Utility Companies of a different address, except as noted below.

(ii) After CNJ Council donates Parcel A to State, to State with respect to Parcel A: thereafter notice to State with respect to Parcel A at the address set forth in Paragraph 5 hereinabove, except if State shall hereafter notify the Utility Companies of a different address.

(iii) After CNJ Council sells Parcel B to JCP&L: then thereafter notice to JCP&L with respect to Parcel B shall be given to JCP&L at the address first set forth above, except if JCP&L shall hereafter notify the Utility Companies and State of a different address.

(c) Terms defined in the 1981 Deed shall have the same meaning in this Deed of Release except if and to the extent

the context clearly requires otherwise and except that Terms so defined as applicable to a particular entity which are no longer applicable to that particular entity by reason of a change in its corporate or entity status, or by reason of a conveyance of its real estate interest, shall be deemed to be defined as including its heirs, successors and assigns, as then relevant and applicable.

(d) By execution of this Deed of Release each of the parties does hereby expressly acknowledge that they have executed the same freely and voluntarily and they have had the opportunity to seek and obtain advice of counsel, accountants and financial advisors of their choice, regarding the effect of the execution and delivery of this Deed of Release.

(e) In the event of any conflict between this Deed of Release and the 1981 Deed, then the terms and conditions of this Deed of Release shall govern and control. In the event of any conflict between this Deed of Release and the Utilities' Amended Waiver, then the terms and conditions of this Deed of Release shall govern and control.

(f) If any term or provision of this Deed of Release, or the application thereof to any Person (as hereafter defined)

or circumstance shall, to any extent, be deemed invalid or unenforceable, then and in such event the remainder of this Deed of Release, or the application of such term or provision to Persons or circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Deed of Release shall be valid and enforceable thereto to the fullest extent permitted by law(s).

(g) The headings of the provisions of this Deed of Release are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Deed of Release. References to a superior provision shall be interpreted to include all subordinate provisions (e.g., a reference to Paragraph or Article 4 includes Paragraph 4(a)). The parties hereby waive any claim that this Deed of Release or any provision hereof is to be construed against the other party hereto as the drafter thereof. In all references in this Deed of Release to any parties, persons, entities, partnerships, associations, limited liability companies or corporations (any of which may be sometimes referred to, jointly and severally, as a "Person"), and the use

of any particular gender or the plural or singular number is intended to include the appropriate gender and number as the text of this Deed of Release may require to be applied to the referenced Person. Words or terms defined by reference to a word or words in initial capitals in this Deed of Release shall have the meaning so defined when those same word(s) is(are) so used elsewhere in this Deed of Release, unless the context clearly requires otherwise. Inclusion of a modifier representing a plural form of the word modified (such as "(s)" after "word") is intended to recognize that the modified word or concept may occur in either a singular or plural circumstance and the interpretation shall allow for either or both. Use of the term "and/or" shall be interpreted to allow for the meaning to extend to both all of the matters connected by the term or any of those matters, or any combination, unless the context clearly requires otherwise. Notwithstanding the absence of the phrases "and his heirs, successors, permitted assigns and/or Affiliates (as hereinafter defined)", references to any Person shall be deemed to include such words, unless the context clearly requires otherwise. All recitals, background statements and the exhibits attached to this Deed of Release are part of this Deed of

Release and shall be construed and interpreted as if contained within the text of this Deed of Release. The term "affiliates" or "Affiliates" shall include a Person's owners, officers, directors, members, family, agents, servants, employees, representatives, and contractors as well as those it controls, is under common control with it, or who control it (except that the Utility Companies and CNJ Council, and the Utility Companies, CNJ Council and the State, and their respective affiliates, shall not be deemed to be affiliates of each other by reason of this Deed of Release or related agreements or the transfer of Parcel A to the State and Parcel B to JCP&L or the relationships of the parties arising thereby).

(h) This Deed of Release may be executed in any number of counterparts, each of which when executed shall be deemed to be an original. All such counterparts, however, shall constitute one and the same instrument.

{Note: Balance of Page is Intentionally Blank; Execution Pages Follow.}

IN WITNESS WHEREOF, the parties hereto have hereunto set their corporate seals and caused these presents to be executed by their respective proper officers thereunto duly authorized as of the day and year first above written.

PSEG FOSSIL, LLC

By: PSEG Services Corporation, its
Agent

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

ATTEST:

Michael K. Hyun
Name: Michael K. Hyun
Title: Corporate Secretary

JERSEY CENTRAL POWER & LIGHT COMPANY

By _____
Name: James V. Fakult
Title: President

ATTEST:

Name: Jennifer L. Geyer
Title: Corporate Secretary

IN WITNESS WHEREOF, the parties hereto have herunto set their corporate seals and caused these presents to be executed by their respective proper officers thereunto duly authorized as of the day and year first above written.

PSEG FOSSIL, LLC

By _____

Name:
Title:

ATTEST:

Name:
Title:

JERSEY CENTRAL POWER & LIGHT COMPANY

By Marlene A. Barwood

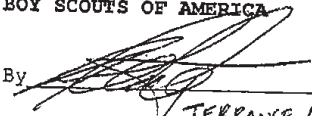
Name: Marlene A. Barwood
Title: Controller

ATTEST:

Jennifer L. Geyer
Name: Jennifer L. Geyer
Title: Corporate Secretary

CENTRAL NEW JERSEY COUNCIL,
BOY SCOUTS OF AMERICA

By



TERRANCE MCCARTY, President

ATTEST:



Name: Michael J Shave
Title: Attorney for CNJC

ACKNOWLEDGMENT (JCP&L)

STATE OF OHIO)
)SS
COUNTY OF SUMMIT)

I certify that on October 18, 2017, Jennifer L. Geyer personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) This person is the Corporate Secretary of Jersey Central Power & Light Company, a corporation of the State of New Jersey, the corporation named in this document;

(b) This person is the attesting witness to the signing of this document by the proper corporate officer who is the Controller of the corporation;

(c) This document was signed and delivered by the corporation as its voluntary act and was duly authorized;

(d) This person knows the proper seal of the corporation which is affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.


Jennifer L. Geyer Corporate Secretary

Signed and sworn before me on October 18, 2017

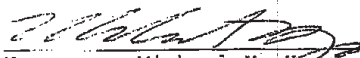
Michele A Buchtel, Notary Public

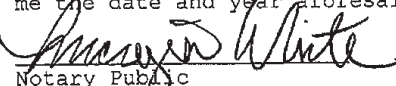
Name: MICHELE A BUCHTEL
Title: _____



MICHELE A. BUCHTEL
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Summit County
My Comm. Exp. 8/26/2021

by order of its governing body and instruments, for the uses and purposes therein expressed; and that the deponent signed his or her name thereto at the same time as subscribing witness. The consideration for this deed is \$1.00


Name: Michael K. Hyun
Title: Corporate Secretary

Subscribe and sworn to before
me the date and year aforesaid

Notary Public

Lucrezia White
Notary Public
New Jersey
My Commission Expires 9-1-21
No. 2349234

ACKNOWLEDGMENT (CNJ Council)
~~Commonwealth of Pennsylvania~~
~~STATE OF NEW JERSEY~~)
COUNTY OF Bucks)SS

On this 25th day of October, 2017, before me the sub-
scriber, a Notary Public of the ~~State of New Jersey~~ Commonwealth of Pennsylvania, personally
appeared Terrance McCarty, who I am satisfied is the President
of the Central New Jersey Council, Boy Scouts of America, and
he, being by me duly sworn, acknowledged, deposed and said that
he signed, sealed and delivered the same on his or her own
behalf, as and on behalf of the Seller, as a duly authorized and
empowered official(s), as their and its voluntary acts and
deeds, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have signed and sealed this
acknowledgment the day and year first above written.

Danielle Campbell
Name: _____ Seal:
My Commission expires _____,

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Danielle Campbell, Notary Public
Lower Makefield Twp., Bucks County
My Commission Expires March 19, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT A-1
Parcel A Metes and Bounds Description



Mallick & Scherer, P.C.

Consulting Engineers • Construction Inspectors • Land Surveyors

*Art R. Mallick, PE, CME
Principal
Glenn J. Scherer, PE
Principal
Colleen Connolly, PE, PTOE
Associate
Robert Zalewski, PE, CFM, CSM
Associate
Steven C. Ragazzo, PE
Director of Structures
Michael J. McAplin, PLS
Director of Survey*

**DEED DESCRIPTION OF
PORTION OF BLOCK 201 LOT 9
BEING CONVEYED TO N.J. DEPT. OF ENVIRONMENTAL PROTECTION
IN THE TOWNSHIP OF BLAIRSTOWN
WARREN COUNTY, NEW JERSEY**

All that certain tract or parcel of land located in the Township of Blairstown, County of Warren, New Jersey, bounded and described as follows:

BEGINNING at a point in the division line between Lot 9 on the west in Block 201 and Lot 4.04 on the east in Block 201, said beginning point having New Jersey State Plane Local Ground Coordinate System values of North: 796,250.44 and East: 351,964.14, said point being 0.42' northerly and 0.12' easterly of an iron pipe found, where the same is intersected by the proposed division line between Parcel A on the North and Parcel B on the south, as shown on a map entitled "Survey Plan, Yards Creek Boy Scout Camp, Block 201 Lot 9, Township of Blairstown, Warren County, New Jersey" prepared by Mallick & Scherer, P.C. dated 8/10/2016 and running, thence;

1. Across a portion of Lot 9 in Block 201, along the aforesaid proposed division line; N 68° 50' 48" W, 1015.00 feet to a concrete monument set and stamped as Corner # 02, thence;
2. Still across the same, along the said proposed division line, S 60° 19' 08" W, 3035.00 feet to a concrete monument set and stamped as Corner # 03, thence;
3. Still across the same, along the said proposed division line, N 88° 30' 33" W, 600.00 feet to a concrete monument set and stamped as Corner # 04, thence;
4. Still across a portion of Lot 9 in Block 201, along the said proposed division line, S 66° 52' 42" W, 2210.00 feet to a point where the same is intersected by the division line between Lot 9 on the east in Block 201 and Lot 1.01 on the west in Block 301, said point being 1.37' southerly and 0.63' easterly of an iron pipe found, thence;
5. Along the aforesaid division line between Lot 9 in Block 201 and Lot 1.01 in Block 301, N 12° 15' 50" W, 1122.00 feet to a point where the same is intersected by the division line between Lot 9 on the south and Lot 1 on the north in Block 201, said point being 1.08' southerly and 0.47' easterly of an iron pipe found, thence;
6. Along the aforesaid division line between Lots 9 and 1 in Block 201, N 75° 07' 56" E, 1204.50 feet to a capped bar set and stamped as Corner # 07 where the same is intersected by the division line between Lot 9 on the northwest and Lot 10 on the southeast in Block 201, thence;
7. Along the aforesaid division line between Lots 9 and 10 in Block 201, S 33° 22' 30" W, 338.17 feet to a capped bar set and stamped as Corner # 08, thence;

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September 23, 2016 - Page 2 of 2

8. Still along the aforesaid division line between Lot 9 on the south and Lot 10 on the north in Block 201, N 69° 41' 27" E, 1253.63 feet to a capped bar set and stamped as Corner # 09, where the same is intersected by the division line between Lot 9 on the south and Lot 1 on the north in Block 201, thence;
9. Along the aforesaid division line between Lots 9 and 1 in Block 201, N 60° 19' 08" E, 3938.25 feet to a capped bar set and stamped as Corner # 10, where the same is intersected by the division line between Lot 9 on the southwest and Lot 2 on the northeast in Block 201, thence;
10. Along the aforesaid division line between Lots 9 and 2 in Block 201, S 58° 50' 48" E, 1650.00 feet to an angle point, in the same, said point being 1.66' northerly and 0.46' westerly of an iron pipe found, thence;
11. Still along the aforesaid division line between Lots 9 and 2, and then Lot 4, 04 on the southeast in Block 201, S 36° 33' 05" W, 1026.62 feet to the point or place of **BEGINNING**.

Containing 157.725 acres more or less.

Subject to all restrictions, covenants, agreements, easements and or right of ways written or implied.

Being a portion of the lands conveyed to the George Washington Council Boy Scouts of America in Deed Book 786 Page 168; dated Nov. 27, 1981 and recorded in the Warren County Clerk's Office on Dec. 24, 1981.

The above description was written pursuant to a survey of property designated as Block 201 Lot 9, on Sheet #2 of the Tax Maps of Blairstown Township, County of Warren, State of New Jersey.

MALICK AND SCHERER, P.C.


 9/23/16
Date
Michael J. McAlpin, PLS
Professional Land Surveyor
New Jersey License No. 24GS03674700

EXHIBIT B-1
Parcel B Metes and Bounds Description



Mallick & Scherer, P.C.

Consulting Engineers • Construction Inspectors • Land Surveyors

*Art R. Mallick, PE, CME
Principal
Glenn J. Scherer, PE
Principal
Colleen Connolly, PE, PTOE
Associate
Robert Zalewski, PE, CFM, CSM
Associate
Steven C. Ragazzo, PE
Director of Structures
Michael J. McAlpin, PLS
Director of Survey*

**DESCRIPTION OF PROPERTY
PARCEL 'B'
PORTION OF BLOCK 201 LOT 9
BEING CONVEYED TO J.C.P. & L.
TOWNSHIP OF BLAIRSTOWN
WARREN COUNTY, NEW JERSEY**

All that certain tract or parcel of land located in the Township of Blairstown, County of Warren, New Jersey, bounded and described as follows:

BEGINNING at a point in the division line between Lot 9 on the west in Block 201 and Lot 4.04 on the east in Block 201, said beginning point having New Jersey State Plane Local Ground Coordinate System values of North: 796,250.44 and East: 351,964.14, said point being 0.42' northerly and 0.12' easterly of an iron pipe found, where the same is intersected by the proposed division line between Parcel A on the north and Parcel B on the south, as shown on a map entitled "Survey Plan, Yards Creek Boy Scout Camp, Block 201 Lot 9, Township of Blairstown, Warren County, New Jersey" prepared by Mallick & Scherer, P.C. dated 8/10/2016 and revised to 6/15/2017, and running, thence;

1. Along the aforesaid division line between Lot 9 in Block 201 and Lot 4.04 in Block 201, S 17° 47' 29" E, 363.91 feet (363.94' deed) to a point where the same is intersected by the division line between Lot 9 on the north in Block 201 and Lot 13 on the south in Block 202, thence;
2. Along the aforesaid division line between Lot 9 in Block 201 and Lot 13 in Block 202, S 48° 31' 53" W, 2760.17 feet to an angle point, said point being 1.26' southerly and 0.20' westerly of a capped bar found, thence;
3. Still along the same and then also along the division line between Lot 9 in Block 201 and Lot 1 in Block 302 and Lot 3 in Block 301, S 63° 22' 01" W, 6314.52 (6314.54' deed) feet to a point on the division line between Lot 9 on the east in Block 201 and Lot 1.01 on the west in Block 301, said point being 7.25' northerly and 2.19' westerly of a capped bar found, thence;
4. Along the aforesaid division line between Lot 9 in Block 201 and Lot 1.01 in Block 301, N 01° 29' 01" W, 1153.43 feet to an angle point, said point being 1.67' southerly and 1.56' westerly of a capped bar found, thence;
5. Still along the same and then also along the division line between Lot 9 on the east in Block 201 and Lots 2 and 1.01 on the west in Block 301, N 27° 52' 35" E, 2206.18 feet to a point on the division line between Lot 9 on the south and east in Block 201 and Lot 1.01 on the north and west in Block 301, said point being 1.20' northerly and 1.70' easterly of a monument found, thence;

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October 18, 2017 - Page 2 of 2

6. Along the aforesaid division line between Lot 9 in Block 201 and Lot 1.01 in Block 3.01, N 81° 10' 30" E, 467.75 feet to a point on the division line between Lot 9 on the south and east in Block 201 and Lot 1.01 on the north and west in Block 301, said point being 1.37' southerly and 0.63' easterly of an iron pipe found, thence;
7. Across a portion of Lot 9 in Block 201 along the aforesaid proposed division line between Parcel A on the north and Parcel B on the south as shown on aforesaid map, N 66° 52' 42" E, 2210.00 feet to a concrete monument set and stamped as Corner # 04, thence;
8. Still across the same, along the said proposed division line, S 88° 30' 33" E, 600.00 feet to a concrete monument set and stamped as Corner # 03, thence;
9. Still across the same, along the said proposed division line, N 60° 19' 08" E, 3035.00 feet to a concrete monument set and stamped as Corner # 02, thence;
10. Still across the same, along the said proposed division line, S 58° 50' 48" E, 1015.00 feet to the point or place of **BEGINNING**.

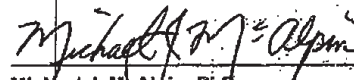
Containing 352.707 acres more or less.

Subject to all restrictions, covenants, agreements, easements and or right of ways written or implied.

Being a portion of the lands conveyed to the George Washington Council Boy Scouts of America in Deed Book 786 Page 188; dated Nov. 27, 1981 and recorded in the Warren County Clerk's Office on Dec. 24, 1981.

The above description was written pursuant to a survey of property designated as Block 201 Lot 9, on Sheet #2 of the Tax Maps of Blairstown Township, County of Warren, State of New Jersey.

MALICK AND SCHERER, P.C.

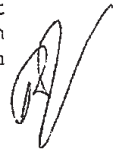
 10/18/17

Michael J. McAlpin, PLS Date
Professional Land Surveyor
New Jersey License No. 24GS03674700

EXHIBIT C
Utilities' Amended Waiver

(Note: If the actual Utilities' Amended Waiver is not attached as this Exhibit but has been recorded, the inclusion below of a reference to the recording information for the recorded Utilities' Amended Waiver shall be deemed to be the equivalent of the attachment and incorporation of that Utilities' Amended Waiver, and its text and exhibits, to and in this Deed of Release.)

~~Optional: Complete for Closing; Strike or Remove if Inapplicable: The Utilities' Amended Waiver is not attached to this Deed of Release because it has been recorded in the Warren County Clerk's Office on or about _____, 20__ at Book ___ Page ___ et seq., the text and exhibits of which shall be deemed to be attached, included and incorporated in this Deed of Release as Exhibit C.~~



UTILITIES' AMENDED PURCHASE WAIVER

THIS PURCHASE WAIVER ("Amended Purchase Waiver" or "Purchase Waiver"; elsewhere the "Utilities' Waiver" or "Utilities' Amended Waiver"), dated as of _____, 20____, is by and among Jersey Central Power & Light Company, a corporation of the State of New Jersey ("JCP&L") (JCP&L's separate address for the purposes of this Agreement is Attn: Real Estate Department, 300 Madison Ave, PO Box 1911, Morristown, NJ 07962-1911 (E-Mail address: mmespinoza@firstenergycorp.com)) and PSEG Fossil, LLC, a limited liability company of the state of Delaware, ("PSEG") successor to Public Service Electric and Gas Company, a corporation of the State of New Jersey ("PSE&G") (PSEG's separate address for the purposes of this Agreement is Attn: Roger Trudeau, Manager - Corporate Real Estate, PSEG Services Corporation, 80 Park Plaza, T-6, Newark, NJ 07102 (E-Mail address: Roger.Trudeau@pseg.com)), as tenants in common, (collectively JCP&L and PSE&G [and PSEG as successor to PSE&G] are called the "Utility Companies."

The original Purchase Waiver ("Original Purchase Waiver" or "Purchase Waiver") was made by the Utility Companies on or about August 2016 potentially in favor of Central New Jersey Council, Boy Scouts of America, a corporation of the State of New Jersey ("CNJ Council", "Owner" or "Seller") (the survivor and successor in and by 1999 merger to the former George Washington Council, Boy Scouts Of America ["GWCouncil"]), whose address for the purposes of this Agreement is Attn: Todd McGregor, Scout Executive, Area Director, ~~2255 Gloucester Drive, Bethlehem PA 18020~~, and The State Of New Jersey, Department Of Environmental Protection, whose address is 401 East State Street, Trenton, New Jersey 08625 (as to Parcel A [if the anticipated donation of Parcel A occurs], "State", "Donee"; or "Transferee") and JCP&L ("JCP&L", and as to Parcel B [if the anticipated sale occurs] "Buyer" or "Transferee"). However, neither CNJ Council nor State accepted, executed and delivered the Original Purchase Waiver because of concerns with respect to the continued applicability of the 1981 Deed to Parcel A. Accordingly the Utility Companies make this Amended Purchase Waiver ("Amended Purchase Waiver" or "Purchase Waiver"), superseding and replacing the Original Purchase Waiver, which is hereby terminated and of no further force and effect, potentially in favor of CNJ Council, State (as to Parcel A [if the anticipated donation of Parcel A occurs]) and JCP&L (as to Parcel B [if the anticipated sale to JCP&L occurs] "Buyer" or "Transferee").

*P.O. Box 188
DAYS
NJ
08810-
0198*

Recitals

A. Owner is the owner of certain premises located at the Township of Blairstown, County of Warren, and State of New Jersey, identified as Block 201, Lot 9 more particularly depicted on Schedule A (the "Original Property"), being approximately 510.43 acres in the aggregate, originally conveyed by the Utility Companies to GWCouncil under a deed (the "1981 Deed") recorded in the Warren County Clerk's Office on or about December 24, 1981 at Deed Book- 786 Page- 188 et seq. (and also being the sum of Parcels A & B, hereafter defined, as shown on Schedule A), under which 1981 Deed the Owner and Utility Companies, as applicable, reserved, were granted or obtained various rights and obligations with respect to the Yards Creek Power Project (the "Project") in accordance with separate existing arrangements between them, pursuant to various State and Federal government approvals and licenses (collectively the "Licenses") and other property in Blairstown NJ (the "Project Property").

B. Owner has applied, and proposes to use its best efforts, to donate a certain portion ("Parcel A") of the Original Property, of approximately 157.725 acres, to the State, subject to the State's acceptance of that donation. As Owner advises that the donation will not require municipal subdivision approval, thereafter Owner proposes to sell the remaining portion of the Original Property ("Parcel B"), of approximately 352.432 acres, to JCP&L for \$500,000.00, subject to the terms and conditions of a

certain Agreement for Sale of Real Estate (to which the form of this Amended Purchase Waiver is attached and/or for which the execution, delivery and performance of this Amended Purchase Waiver is a contingency) (the "Sale Agreement"). Either of these transfers may be referred to as a "Transfer" and both or all may be referred to as the "Transfers". Both Parcels A and B are more particularly depicted on Schedule A attached hereto.

C. Pursuant to Paragraph 6 the 1981 Deed, Owner is obligated to give prior notice of the Transfers and their economic terms to the Utility Companies so that, in accordance with the 1981 Deed, they may elect to repurchase the portion of the Original Property proposed to be transferred by Owner. After the giving of such notice, the Owner must await the decision of the Utility Companies as provided in the 1981 Deed.

D. Owner has requested a waiver of, and the Utility Companies have determined to waive, the right of the Utility Companies to receive, and Owner's obligation to provide, such notice, and the associated right to repurchase the Original Property, for the Transfers the subject of this Utility Waiver, on the terms and conditions hereafter provided.

E. The State as to Parcel A and JCP&L as to Parcel B have requested termination of the 1981 Deed as applicable to and for Parcel A and amendment of certain terms and conditions in the 1981 Deed as to its application to Parcel B, and the Utility Companies are agreeable to such, as more specifically provided in this Amended Purchase Waiver and the Deed of Release attached as an Exhibit to the Sale Agreement, as amended (the "Deed of Release").

Agreement

NOW, THEREFORE, in consideration of these premises, the promises, mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged, the Utility Companies and Owner hereby agree as follows:

1. The Utility Companies hereby waive and release any and all rights to further notice from Owner for or concerning the Transfer by donation of Parcel A of the Original Property to the State, if it occurs in the manner and on the timing contemplated by this Amended Purchase Waiver, and the Transfer of Parcel B of the Original Property to JCP&L, if it occurs in the manner and on the timing contemplated by this Amended Purchase Waiver.

2. The Utility Companies' waivers and releases made in this Utility Waiver are subject to the following terms and conditions:

a. The Transfers may be made only of either ~~or both~~ (i) Parcel A to the State and Parcel B to JCP&L or (ii) Parcel B to JCP&L. The timing of the Transfer to the State of Parcel A is anticipated to be completed at about the same time but always before or with the Transfer of Parcel B to JCP&L, except if and to the extent JCP&L determines otherwise (including potentially if a municipal subdivision approval is sought and obtained by or for Owner to allow the separate conveyance of Parcel B to JCP&L prior to any conveyance of Parcel A, without present obligation of Owner to seek or obtain such subdivision approval).

b. Both Transfers must be completed by August 1, 2019, on failure of which the parties shall have the rights set forth in Section 3 of this Utility Waiver below as to whichever or both of the Transfers have then not yet occurred, but not as to any Transfer then previously occurring in a manner consistent with this Utility Waiver.

c. Prior to the making of either or both the Deed of Transfer of Parcel A to the State

RT
3.29.17
AA

c. Prior to the making of either or both the Deed of Transfer of Parcel A to the State and the Deed of Transfer of Parcel B to JCP&L there shall be executed and delivered by the Utility Companies the form of Deed of Release attached to the Sale Agreement terminating and releasing the 1981 Deed as applicable to and for Parcel A as therein provided and addressing the continued applicability of the 1981 Deed as applicable to and for Parcel B as therein provided, to which Deed of Release this Amended Purchase Waiver may be attached as an Exhibit (including so as to achieve the amendment of certain terms and conditions in the 1981 Deed as to its application to Parcel B). The Deed of Release is subject, as to Parcel A, to the condition that this Amended Purchase Waiver remains in effect as of the date of the Transfer to State as to Parcel A and such Transfer occur as herein and therein contemplated and, as to Parcel B, this Amended Purchase Waiver remains in effect as of the date of the Transfer to JCP&L as to Parcel B.

d. Each Deed of Transfer to the State, but not any Deed of Transfer to JCP&L, shall include provisions accomplishing the following results, in form and substance satisfactory to JCP&L:

(1) The Transfer to the State shall be expressly stated as not subject to the terms and conditions of the 1981 Deed for the benefit of the Utility Companies, except if and to the extent noted otherwise in this Utility Waiver or the Deed of Release, but shall be expressly stated as subject to the occurrence of the Deed of Transfer of Parcel B to JCP&L.

(2) Any and all rights of access, ingress and egress to and from Parcel A from or through or across, or use for any reason or purpose, and use of roadways, of either or both Parcel B or other lands of either or both of the Utility Companies (such as the Project Property) under or by reason of the 1981 Deed, or otherwise, shall be reserved as appurtenant to Parcel B solely and exclusively to Owner and its heirs, successors and assigns and shall be denied to the State and its heirs, successors and assigns, except only, if and to the extent agreed by JCP&L (including the right to impose reasonable rules and regulations for or with respect to same), for State access to and from Parcel A in the event of either an emergency (including, for example, by reason of fire), police enforcement activities within Parcel A or the State park adjacent to Parcel A or the need for State maintenance or repair work in or through Parcel A (such exceptions being the "Maintenance/Emergency Access Exceptions"). Except for the Maintenance/Emergency Access Exceptions, the State's and its successors' access, ingress and egress for and to Parcel A shall expressly occur exclusively from existing lands of the State adjacent to Parcel A (e.g., Block 301, Lot 1.01), or properties adjacent to Parcel A (other than Parcel B or other properties of the Utility Companies) as to which the State obtains such rights from the owners of such other properties, and, except for the Maintenance/Emergency Access Exceptions, in no event through access to or across, ingress to, egress from or other use of Parcel B or lands of any or both of the Utility Companies, JCP&L or PSEG or their affiliates (such rights as are so retained by Owner at, for or with respect to Parcel B to be transferred to JCP&L in the Deed of Parcel B of the Original Property to be conveyed to JCP&L).

(3) Any and all water rights at, to, from, for or by reason of the ownership of Parcel A as a portion of the Original Property, including without limitation at, to, from or by reason of any and all reservoirs (and their arms) or other water bodies or water courses, creeks, water related structures and ditches, dikes, spillways, and outlet works, by reason of the 1981 Deed or otherwise shall be reserved solely and exclusively to Owner and its heirs, successors and assigns and shall be denied to the State and its heirs, successors and assigns (such rights as are so retained by Owner to be transferred to JCP&L in the Deed of Parcel B of the Original Property to be conveyed to JCP&L).

d. From and after the Transfers, Owner shall have no, and shall at the time of the

Transfer to JCP&L (and again as of the date of any later Transfer to the State) release and waive, in form and substance satisfactory to JCP&L, all rights and claims against the Utility Companies for or by reason of the 1981 Deed or by reason of any or all of the Original Property or lands or operations or both of any or both of the Utility Companies, JCP&L or PSEG or their affiliates. Without limitation Owner shall have no right, title or interest in or to any or all of the Original Property or lands of any or both of the Utility Companies after both of the Transfers. At JCP&L election, this provision may be reflected in any or all of the Deeds for the Original Property or part, in form and substance satisfactory to JCP&L.

e. Any and every obligation of JCP&L, as an heir, successor and assign of Owner, to use any or all of the Original Property for a Boy Scout Camp, campgrounds or other recreational uses, and otherwise be restricted in JCP&L's and successor's uses, including restrictions on access and use of roadways, and the requirements associated with such access and uses (including without limitation to have and maintain insurance and to indemnify with respect to such uses), to the extent such restriction and other restrictions and requirements are imposed in the 1981 Deed, even if seemingly preserved by the Deed of Release, and survive the Transfers, are and shall be after the date of each Transfer to JCP&L hereby released, waived, and of no further force and effect.

f. Each Deed of Transfer to JCP&L, but not any Deed to the State, shall include provisions accomplishing the following results, in form and substance satisfactory to JCP&L:

(1) The Transfer to JCP&L shall be subject to the terms and conditions of the 1981 Deed for the benefit of the Utility Companies, except if and to the extent noted otherwise in this Utility Waiver, but expressly without limitation including the provisions of Paragraph 6 for and with respect to future transfers of Parcel B in whole or in part by JCP&L and its heirs, successors and assigns to others, requiring prior notice of each such transfer and an opportunity of the Utility Companies to repurchase the proposed portion of Parcel B to be so transferred.

(2) Any and all rights of access, ingress and egress to and from the Original Property by reason of the 1981 Deed or otherwise retained by Owner, including pursuant to this Utility Waiver and the Deed to the State, if any, shall be transferred to JCP&L and its heirs, successors and assigns in the Deed of Parcel B of the Original Property conveyed to JCP&L.

(3) Any and all water rights at, to, from, for or by reason of the ownership of the Original Property by reason of the 1981 Deed or otherwise retained by Owner, including pursuant to this Utility Waiver and the Deed to the State, if any, shall be transferred to JCP&L in the Deed of Parcel B of the Original Property conveyed to JCP&L.

3. Except as hereafter expressly provided otherwise, this Utility Waiver may not be terminated by either or both of the Utility Companies or Owner. However, in the event that Transfers of all the Original Property have not been completed by August 1, 2019, then thereafter any of the parties to this Utility Waiver may, by written notice given to the others, terminate this Utility Waiver as to any Transfer then not completed effective on a termination date specified in that notice which termination date must be at least ninety (90) days after the giving of that notice, provided that if prior to that specified termination date any or all of the Original Property has been Transferred consistent with this Utility Waiver, including whether such Transfer occurs before or after the giving of such notice, then the termination of this Utility Waiver shall be of no force and effect as to the parcel of Original Property so Transferred. Otherwise, on and after that termination date this Utility Waiver shall be of no further force and effect as to any of the Original Property not then Transferred.

4. This Utility Waiver shall be binding upon and shall inure to the benefit of the heirs, administrators, personal representatives, successors or assigns of each of the parties and the State (if and

to the extent the State obtains title to Parcel A). Furthermore, this Utility Waiver shall be deemed to be a covenant running with the land and shall be binding on any and all those with any interest in the Original Property. This Utility Waiver may be separately recorded or attached to any other instrument to be recorded, including any or both of the Deeds delivered by Owner for the Transfers, even if not separately acknowledged below.

5. This Utility Waiver may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

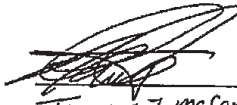
6. This Utility Waiver shall be construed in accordance with and governed by the law of the State of New Jersey, without reference to choice of law provisions.

This Utility Waiver is executed under seal and effective as of the last of the dates written below.

WITNESS or ATTEST:

Owner:
Central New Jersey Council,
Boy Scouts of America as successor to George
Washington Council, Boy Scouts of America

Name:



DATE: 12/19/16

Terrence J. McCarty
President Central New Jersey
Council, Boy Scouts of America

WITNESS or ATTEST:

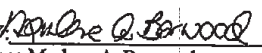

Name: Jennifer L. Geyer
Title: Corporate Secretary

WITNESS or ATTEST:


Name: Michael K. Hyun
Title: Corporate Secretary

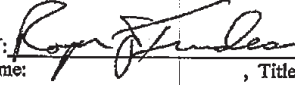
JCP&L/BUYER:

JERSEY CENTRAL POWER & LIGHT
COMPANY

BY:  DATE: 2/19/2016
Name Marlene A. Barwood,
Title: Controller, Jersey Central Power & Light
Company

PSEG

PSEG FOSSIL, LLC as successor to PUBLIC
SERVICE ELECTRIC AND GAS COMPANY

BY:  DATE:
Name: Roger J. Trudeau, Title:

Roger J. Trudeau
Manager-Corporate Real Estate Transactions

ACKNOWLEDGMENT (For Owner)

STATE OF NEW JERSEY)

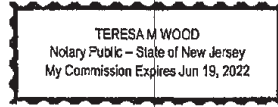
)SS

COUNTY OF MERCER)

On this 16 day of October, 2017, before me the subscriber, a Notary Public of the State of New Jersey, personally appeared Terrance McCarty who I am satisfied is the individual(s) named in and subscribing to the foregoing instrument as the President of Central New Jersey Council, Boy Scouts of America, and he, being by me duly sworn, acknowledged, deposed and said that he signed, sealed and delivered the same on his or her own behalf, as and on behalf of the Seller, as a duly authorized and empowered officials, as their and its voluntary acts and deeds, for the users and purposes therein expressed.

IN WITNESS WHEREOF, I have signed and sealed this acknowledgment the day and year first above written.

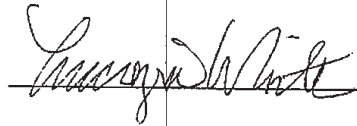

Name: _____



Seal:

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

BE IT REMEMBERED, that on this 30th day of January, 2017, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Roger J. Trudeau, who I am satisfied, is the Manager – Corporate Real Estate Transactions of PSEG Services Corporation, Agent to PSEG Fossil LLC, the limited liability company named in and which executed the foregoing instrument for and on behalf of said company, and acknowledged that said instrument was made by said company and sealed with its corporate seal as the voluntary act and deed of said company.



Lucrezia White
Notary Public
New Jersey
My Commission Expires 9-1-21
No. 2349234

This page was received in the Warren County Clerk's Office in a condition unsatisfactory for imaging

Schedule A

The Original Property is:

beginning at the point in the southerly side line of an electric transmission line right of way of Public Service Electric and Gas Company where the same is intersected by the first course described in a deed from William Cain, et ux. to New Jersey Power & Light Company dated January 27, 1921, and recorded in the Warren County Clerk's Office in Deed Book 444, page 284, said beginning point being distant 236.06 feet, measured portively along said first course reversed from a corner in the old first road from Mount Vernon to Franklin Grove and also being the beginning point of the description of the right of way described in grant from Jersey Central Power & Light Company to Public Service Electric and Gas Company dated May 25, 1965, and recorded in the Warren County Clerk's Office in Deed Book 467, page 328, thence running (1) along said southerly side line of right of way, South 49° 19' 28" West 2,760.17 feet to an angle point therein; thence (2) still along the same, South 42° 09' 36" West 6,214.54 feet to a point which is 74.45 feet more or less, measured along the same course produced, from a line of lands of the State of New Jersey (this course at 3,041.32 feet passes through an angle point in said side line of right of way); thence (3) North 1° 41' 24" West 2,153.42 feet, more or less, to another line of lands of the State of New Jersey, at a point therein 27.68 feet, northeasterly from an angle point therein having coordinates according to the New Jersey Rectangular Coordinates Grid System of North 792,089.07 and East 1,898,041.92; thence (4) along the line of State's lands, North 27° 40' 10" East 2,206.18 feet to an angle therein; thence (5) still along the same, North 50° 58' 05" East 487.78 feet to a corner of State's lands; thence (6) still along the same, North 12° 20' 15" West 1,122.00 feet to lands formerly of Newark Council of Boy Scouts of America, Inc., now the United States of America, and a corner of State's lands; thence (7) along the line of said United States lands North 74° 55' 31" East 1,204.40 feet to a corner thereof; thence (8) still along the same, South 33° 10' 05" West 228.17 feet to a corner; thence (9) still along the same, North 55° 29' 02" East 1,252.42 feet to an angle therein; thence (10) still along the same, North 60° 04' 43" East 2,734.25 feet to a corner of the so-called "Stewart Int." property of Snowden Henry; thence (11) along said Stewart Int., South 59° 03' 13" East 1,650 feet to a corner; thence (12) along line of lands conveyed to Public Service Electric and Gas Company by William R. Cain, et ux., South 34° 20' 48" West 2,026.62 feet to a point in the aforesaid first course described in deed from William R. Cain, et ux. to New Jersey Power & Light Company; thence (13) along the same, South 17° 23' 54" East 363.94 feet to the point and place of beginning.

Contains 510.43 acres, more or less.
 Bearings and Distances based on New Jersey Rectangular Coordinates Grid System.

The foregoing description was prepared based upon surveys made by Stüder & McIndovney shown on their drawings, numbered 1337-C and 1332-C, as supplemented by additional surveys made by Jersey Central Power & Light Company.

Being known and designated as Lots 5, 7, 9 and 14 and portions of Lots 1 and 13 in Block 301, a portion of Lot 3 in Block 301, and a portion of Lot 13 in Block 302, all as shown on the Official Tax Map of the Township of Blaintown, Warren County, New Jersey. The above described parcel of property was the subject of a subdivision application approved by the Planning Board of the Township of Blaintown, Warren County, on June 14, 1990; an approved subdivision plat was filed in the Warren County Clerk's Office on August 19, 1990 as File 1873.

EXHIBIT D
Access Route





State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)
 PSEG Fossil, LLC
 Current Street Address
 80 Park Plaza, T-6
 City, Town, Post Office Box
 Newark State NJ Zip Code 07102

PROPERTY INFORMATION

Block(s) 201 Lot(s) 9 & 9X Qualifier
 Street Address
 117 Walnut Valley Road & Yards Creek
 City, Town, Post Office Box
 Blairstown State NJ Zip Code 07825
 Seller's Percentage of Ownership Total Consideration Owner's Share of Consideration Closing Date
 50% \$1.00 \$0.50 10/25/17

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

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

SELLER'S DECLARATION

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

10/11/17

 Date

Roger J. Friedman

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

 Date

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



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)
 Jersey Central Power & Light Company
 Current Street Address
 300 Madison Avenue
 City, Town, Post Office Box
 Morristown State NJ Zip Code 07962

PROPERTY INFORMATION

Block(s) 201 Lot(s) 9 & 9X Qualifier
 Street Address
 117 Walnut Valley Road & Yards Creek
 City, Town, Post Office Box
 Blairstown State NJ Zip Code 07825
 Seller's Percentage of Ownership 50% Total Consideration \$1.00 Owner's Share of Consideration \$0.50 Closing Date 10/25/17

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

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



SELLER'S DECLARATION

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

10/24/17 Date
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

EXHIBIT A-6

[See Attached]

Warren County Recording Data Page Honorable Patricia J. Kolb Warren County Clerk		<i>Official Use Only - Barcode</i>  Bk: 2850 Pg: 199 Instr #: 2018-491363 13 Pages 04/12/2018 03:23:59 PM	
		DEED RECORDED Holly Mackey Warren Co Clerk	
<i>Official Use Only - Realty Transfer Fee</i>			
Consideration \$1.00 County \$0.00 Public \$0.00 State \$0.00 Extra \$0.00		Exempt Code: General \$0.00 N.J.A.H.T.F. \$0.00 Total \$0.00 04/12/2018	
Date of Document: 2018-04-05		Type of Document: DEED	
First Party Name: "CENTRAL NEW JERSEY COUNCIL BOY SCOUTS OF AMERICA"		Second Party Name: "THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION"	
Additional Parties:			

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block: 201	Lot: 9
Municipality: Blairstown Township	
Consideration: 1.00	
Mailing Address of Grantee: 401 EAST STATE STREET TRENTON, NJ 08625	

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

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

RECORDED Bk: 2850 Pg: 199
Holly Mackey Warren Co Clerk 04/12/2018 03:23:59 PM
BELVIDERE, NJ Pages 13
DEED

Prepared by:

Michael J. Shavel, Esq.

DEED

This DEED is made on this ^{AS OF} 5TH day of APRIL, 2018:

BETWEEN CENTRAL NEW JERSEY COUNCIL, BOY SCOUTS OF AMERICA,
a New Jersey corporation the survivor and successor in and by 1999
merger to the former George Washington Council, Boy Scouts of
America, also a corporation of the State of New Jersey
whose address is c/o: Todd McGregor, 3255 Gloucester Drive, Bethlehem, PA 18020,
referred to as the Grantor,

AND THE STATE OF NEW JERSEY,
DEPARTMENT OF ENVIRONMENTAL PROTECTION,
whose address is 401 East State Street
Trenton, NJ 08625,
referred to as the Grantee.

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

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **One Dollar and 00 Cents (\$1.00)**.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:26A-3)

Township of Blairstown
County of Warren
Portion of Block 201, Lot(s) 9

3. The Property consists of the land and all the buildings and structures on the land in the

Township of Blairstown
County of Warren
Portion of Block 201, Lot(s) 9

The street address of the Property is **Not Applicable**

The legal description is: ALL THAT CERTAIN TRACT, PARCEL AND LOT OF LAND LYING AND BEING SITUATED IN THE TOWNSHIP OF BLAIRSTOWN, COUNTY OF WARREN, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

Being a portion of the lands conveyed to the George Washington Council, Boy Scouts of America in Deed Book 786, Page 188, dated November 27, 1981 and recorded in the Warren County Clerk's Office on December 24, 1981.

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a Covenant as to the Grantor's Acts (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).
5. This deed is subject to the terms and conditions of a certain Deed of Release from PSEG Fossil, LLC and Jersey Central Power & Light Company to Central New Jersey Council, Boy Scouts of America, dated October 25, 2017, and the Amended Utilities Waiver attached thereto, which is about to be recorded just prior hereto. The Property referred to in this deed is referred to as

"Parcel A" under the Deed of Release. Reference to the "Property" and "Parcel A" herein shall collectively refer to the "Property".

6. (i) Except as provided in Paragraph ii) below, any and all water rights at, to, from, for or by reason of the ownership of the property conveyed by this deed (Parcel A, as defined in the Deed of Release) as a portion of the Original Property (as defined in the Deed of Release) under the 1981 Deed (as defined in the Deed of Release), including without limitation at, to, from or by reason of any and all reservoirs (and their arms) or other water bodies or water courses, creeks, water related structures and ditches, dikes, spillways, and outlet works located on the retained portion, about to be conveyed pursuant to the Transfer Deed to Jersey Central Power & Light Company, (Parcel B), as defined in the Deed of Release, or other of the Utilities' Properties (as defined in the Deed of Release), by reason of the 1981 Deed or otherwise, shall be reserved solely and exclusively to CNJ Council and its heirs, successors and assigns as owner of Parcel B and shall be denied to the grantee under this deed and the State and its heirs, successors and assigns as owner of Parcel A (such rights as are so retained by grantor as owner in Parcel B to be transferred to JCP&L in the Transfer Deed).
 - (ii) Notwithstanding Paragraph (i) above, grantor and grantee, following the donation of Parcel A under this Donation Deed shall have and retain any and all water rights at, to, from or by reason of any and all reservoirs (and their arms) or other water bodies or water courses, creeks, water related structures and ditches, dikes, spillways, and outlet works actually located on Parcel A itself.
 - (iii) From and after this Donation Deed and Transfer Deed to Jersey Central Power & Light Company, Grantor shall have no, and shall at the time of this Donation Deed and the Transfer Deed releases and waives, hereby, any and all rights and claims against the Utility Companies for or by reason of the 1981 Deed or by reason of any or all of the Original Property or lands or operations or both of any or both of the Utility Companies, Jersey Central Power & Light Company or PSEG (as defined in the Deed of Release) or their affiliates. Without limitation Grantor shall have no right, title or interest in or to any or all of the Original Property or any of the Utilities' Properties after both the Deed of Donation and Deed of Transfer.
7. By way of clarification, this Deed is also being made and delivered contemporaneous with, or immediately after, but also for and in contemplation of, and in reliance on, a certain deed of conveyance (the "Transfer Deed") of Parcel B from CNJ Council to JCP&L made consistent with the Utilities' Amended Waiver and that certain AGREEMENT FOR SALE OF REAL ESTATE dated on or about December 23, 2016 made between JCP&L, as buyer and transferee, and CNJ Council, as seller and transferor, (the "Sale Agreement"). Without limitation it is expressly intended and agreed that the Utility Companies would not make the Deed of Release if CNJ Council did not convey Parcel B to JCP&L pursuant to the Sale Agreement contemporaneous with, or immediately after, the CNJ Council's donation and conveyance of Parcel A to the State as donee and transferee.
 8. By way of clarification, but not by way of limitation, except as set forth in Paragraph 1 (a) of the Deed of Release, the following provisions of the 1981 Deed are expressly hereby acknowledged as no longer of any force and effect as to Parcel A.
 - (a) CNJ Council and any and every Parcel A owner's and its heirs', successors' or assigns', right to use any of the Original Property outside of Parcel A, or any of the Utilities' Properties now, previously or hereafter owned by any of the Utility Companies or the Project (without limitation expressly including all those remaining lands of Utility Companies referenced in the 1981 Deed lying between the southerly boundary of said premises and a line running at elevation 825 feet above mean sea level [then generally marked by the tree clearing line along the northerly portion of the Lower Reservoir and specifically established by reference to Control Monument for the Auxiliary Reservoir, Lower Level, designated as Number 5 on drawing No. 1155-C, dated January 9, 1963; Rev. July 24, 1964, prepared by Studer and McEldowney, Clinton, New Jersey, and having New Jersey Grid System Coordinates of North 793,683.03, East 1,902,046.06 and a datum elevation of 878.54 feet above mean sea level] and extending between the southerly projection of the 13th course of said premises and the point where the said 825' contour line next intercepts the aforesaid southerly boundary in the 2nd course of said premises at about 2,800 feet from the beginning of said 2nd course), for hiking or nature trails or other similar activities, including water-related activities.
 - (b) The right of any of the Utility Companies to make, promulgate or impose rules or regulations to CNJ Council and any and every Parcel A owner and its heirs, successors or assigns, binding upon CNJ Council and any and every Parcel A owner and its heirs, successors or assigns with respect to Parcel A, and the obligation to comply with same (including any

obligation to erect adequate, suitable fencing on or around Parcel A, to maintain insurance for Parcel A and to include Utility Companies as additional insureds).

(c) (1) The obligation of CNJ Council and any and every Parcel A owner and its heirs, successors and assigns to indemnify and hold harmless Utility Companies against claims or demands for injury arising out of their and others' presence on and uses of and for Parcel A.

(2) The obligation of Utility Companies to indemnify and hold harmless CNJ Council and any and every Parcel A owner and its heirs, successors and assigns against claims or demands associated with or by reason of their presence on and uses of Parcel A.

(d) Utility Companies' right to use any or all of Parcel A for any or all Project purposes regardless of the effect of such use upon the privileges of CNJ Council and any and every Parcel A owner and its heirs, successors and assigns.

(e) Restrictions upon CNJ Council and any and every Parcel A owner and its heirs, successors and assigns that use of any of Parcel A will not endanger health, create a nuisance, or otherwise be incompatible with recreational uses of the Yards Creek Project in accordance with Paragraph C of Order No. 313 of the Federal Power Commission issued December 27, 1965.

(f) The reservations of Utility Companies' or either of its or their right from time to time to erect, maintain, renew, relocate, redesign alter and remove such towers, poles, guys, anchors, overhead and underground conductors, cables and conduits, transformers, pads and appurtenances for the transmission and distribution of electricity and for the operation of communication systems of Utility Companies as either of them may deem desirable or necessary at or on Parcel A for the operation of their Yards Creek facilities and for the distribution of electricity and communication service to various structures and areas on or within said premises, and also the right to trim, cut and remove such trees and branches on Parcel A as may be desirable in connection therewith, and the right to install, operate and maintain gas mains on and from Parcel A.

(g) (1) CNJ Council's and any and every Parcel A owner's and its heirs', successors', and assigns', right, in common with Utility Companies, to use the existing roadways on Utilities' Properties outside Parcel A for access to and from Parcel A, except if and solely to the extent such a right is provided in accordance with Paragraph 7 (g) (2) of the Deed of Release, which is made consistent with the Utilities' Amended Waiver in contemplation of the Transfer Deed and Donation Deed.

(2) Without limitation, any and all rights of access, ingress and egress of CNJ Council and any and every Parcel A owner and its heirs, successors, and assigns to and from Parcel A from or through or across, or use for any reason or purpose, and use of roadways, of either or both Parcel B or other Utilities' Properties under or by reason of the 1981 Deed, or otherwise, shall be reserved as appurtenant to Parcel B solely and exclusively to JCP&L and its heirs, successors and assigns, and shall be denied to the State and its heirs, successors and assigns, except only for State access to and from Parcel A in the event of either an emergency (the "Emergency Access Exception") (including but not limited to, for example, by reason of fire, natural disaster, accident, personal injury, or medical emergency), police enforcement activities (the "Police Access Exception") within Parcel A or the State park adjacent to Parcel A or the need for State maintenance or repair work (the "Maintenance Access Exception") in Parcel A or through Parcel A in the State park adjacent to Parcel A (such Emergency Access Exception, Police Access Exception, and Maintenance Access Exception collectively being the "Maintenance/Emergency Access Exception"), provided that (i) any exercise of such State access to or from Parcel A for the Maintenance Access Exception is subject to any requirements and orders of the Federal Energy Regulatory Commission and (ii) any periodic, repeat or routine exercise of this State right of access for the Maintenance/ Emergency Access Exceptions may be subjected to reasonable written rules and procedures proposed to State by JCP&L at least ninety (90) days in advance of their taking effect subject to prior review and approval by the State in that period, not to be unreasonably delayed, conditioned, withheld, or rejected by the State. By way of clarification, such reasonable written rules and procedures proposed in accordance with Paragraph 7 (g) (2) (i) of the Deed of Release must not unreasonably hinder the State's access for the Maintenance/Emergency Access Exceptions. The location to be used by the State in its periodic, frequent, repeat or routine exercise of this State right of access for the Maintenance/Emergency Access Exceptions is identified on a diagram attached and incorporated in the Deed of Release as "Exhibit D". Except for the Maintenance/Emergency Access Exceptions, the State's and its heirs', successors' and assigns' access, ingress and egress for and to Parcel A shall expressly occur from lands of the State adjacent to Parcel A (e.g., Block 301, Lot 1.01), or any other properties adjacent to Parcel A (other than Parcel B or other Utilities' Properties) as to which the State obtains such rights from the owners of such other properties or which the State acquires in the future, and except for the Maintenance/Emergency Access



Mallick & Scherer, P.C.

Consulting Engineers • Construction Inspectors • Land Surveyors

*Art R. Malick, PE, CME
Principal
Glenn J. Scherer, PE
Principal
Colleen Connolly, PE, FIOE
Associate
Robert Zaleski, PE, CFM, CSM
Associate
Steven C. Ragazzo, PE
Director of Structures
Michael J. McAlpin, PLS
Director of Survey*

**DESCRIPTION OF PROPERTY
PARCEL 'A'
DONATED PORTION OF FORMER BLOCK 201 LOT 9
TOWNSHIP OF BLAIRSTOWN
WARREN COUNTY, NEW JERSEY**

All that certain tract or parcel of land located in the Township of Blairstown, County of Warren, New Jersey, bounded and described as follows:

BEGINNING at a point in the division line between Lot 9 on the west in Block 201 and Lot 4.04 on the east in Block 201, said beginning point having New Jersey State Plane Local Ground Coordinate System values of North: 796,250.44 and East: 351,964.14, said point being 0.42' northerly and 0.12' easterly of an iron pipe found, where the same is intersected by the proposed division line between Parcel A on the North and Parcel B on the south, as shown on a map entitled "Survey Plan, Yards: Creek Boy Scout Camp, Block 201 Lot 9, Township of Blairstown, Warren County, New Jersey" prepared by Mallick & Scherer, P.C. dated 8/10/2016 and revised to 6/15/2017, and running, thence;

1. Along the aforesaid division line between Lot 9 in Block 201 and Lot 4.04 in Block 201, S 17° 47' 29" E, 363.91 feet (363.94' deed) to a point where the same is intersected by the division line between Lot 9 on the north in Block 201 and Lot 13 on the south in Block 202, thence;
2. Along the aforesaid division line between Lot 9 in Block 201 and Lot 13 in Block 202, S 48° 31' 53" W, 2760.17 feet to an angle point, said point being 1.26' southerly and 0.20' westerly of a capped bar found, thence;
3. Still along the same and then also along the division line between Lot 9 in Block 201 and Lot 1 in Block 302 and Lot 3 in Block 301, S 63° 22' 01" W, 6314.52 (6314.54' deed) feet to a point on the division line between Lot 9 on the east in Block 201 and Lot 1.01 on the west in Block 301, said point being 7.25' northerly and 2.19' westerly of a capped bar found, thence;
4. Along the aforesaid division line between Lot 9 in Block 201 and Lot 1.01 in Block 301, N 01° 29' 01" W, 1153.43 feet to an angle point, said point being 1.67' southerly and 1.56' westerly of a capped bar found, thence;
5. Still along the same and then also along the division line between Lot 9 on the east in Block 201 and Lots 2 and 1.01 on the west in Block 301, N 27° 52' 35" E, 2206.18 feet to a point on the division line between Lot 9 on the south and east in Block 201 and Lot 1.01 on the north and west in Block 301, said point being 1.20' northerly and 1.70' easterly of a monument found, thence;

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6. Along the aforesaid division line between Lot 9 in Block 201 and Lot 1.01 in Block 301, N 81° 10' 30" E, 467.75 feet to a point on the division line between Lot 9 on the south and east in Block 201 and Lot 1.01 on the north and west in Block 301, said point being 1.37' southerly and 0.63' easterly of an iron pipe found, thence;
7. Along the aforesaid division line between Lot 9 in Block 201 and Lot 1.01 in Block 301, N 12° 15' 50" W, 1122.00 feet to a point where the same is intersected by the division line between Lot 9 on the south and Lot 1 on the north in Block 201, said point being 1.08' southerly and 0.47' easterly of an iron pipe found, thence;
8. Along the aforesaid division line between Lots 9 and 1 in Block 201, N 75° 07' 56" E, 1204.50 feet to a capped bar set and stamped as Corner # 07 where the same is intersected by the division line between Lot 9 on the northwest and Lot 10 on the southeast in Block 201, thence;
9. Along the aforesaid division line between Lots 9 and 10 in Block 201, S 33° 22' 30" W, 338.17 feet to a capped bar set and stamped as Corner # 08, thence;
10. Still along the aforesaid division line between Lot 9 on the south and Lot 10 on the north in Block 201, N 69° 41' 27" E, 1253.63 feet to a capped bar set and stamped as Corner # 09, where the same is intersected by the division line between Lot 9 on the south and Lot 1 on the north in Block 201, thence;
11. Along the aforesaid division line between Lots 9 and 1 in Block 201, N 60° 19' 08" E, 3938.25 feet to a capped bar set and stamped as Corner # 10, where the same is intersected by the division line between Lot 9 on the southwest and Lot 2 on the northeast in Block 201, thence;
12. Along the aforesaid division line between Lots 9 and 2 in Block 201, S 58° 50' 48" E, 1650.00 feet to an angle point in the same, said point being 1.66' northerly and 0.46' westerly of an iron pipe found, thence;
13. Still along the aforesaid division line between Lots 9 and 2, and then Lot 4.04 on the southeast in Block 201, S 36° 33' 05" W, 1026.62 feet to the point or place of BEGINNING,

Containing 510.432 acres more or less.

Being the same lands conveyed to the George Washington Council Boy Scouts of America in Deed Book 786 Page 188; dated Nov. 27, 1981 and recorded in the Warren County Clerk's Office on Dec. 24, 1981.

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Excepting therefrom, all that certain parcel of land being conveyed to Jersey Central Power and Light Company, known as Parcel B, as described below:

BEGINNING at a point in the division line between Lot 9 on the west in Block 201 and Lot 4.04 on the east in Block 201, said beginning point having New Jersey State Plane Local Ground Coordinate System values of North: 796,250.44 and East: 351,964.14, said point being 0.42' northerly and 0.12' easterly of an iron pipe found, where the same is intersected by the proposed division line between Parcel A on the North and Parcel B on the south, as shown on a map entitled "Survey Plan, Yards Creek Boy Scout Camp, Block 201 Lot 9, Township of Blairstown, Warren County, New Jersey" prepared by Malick & Scherer, P.C. dated 8/10/2016 and revised to 3/1/2017, and running, thence;

1. Along the aforesaid division line between Lot 9 in Block 201 and Lot 4.04 in Block 201, S 17° 47' 29" E, 363.91 feet (363.94' deed) to a point where the same is intersected by the division line between Lot 9 on the north in Block 201 and Lot 13 on the south in Block 202, thence;
2. Along the aforesaid division line between Lot 9 in Block 201 and Lot 13 in Block 202, S 48° 31' 53" W, 2760.17 feet to an angle point, said point being 1.26' southerly and 0.20' westerly of a capped bar found, thence;
3. Still along the same and then also along the division line between Lot 9 in Block 201 and Lot 1 in Block 302 and Lot 3 in Block 301, S 63° 22' 01" W, 6314.52 (6314.54' deed) feet to a point on the division line between Lot 9 on the east in Block 201 and Lot 1.01 on the west in Block 301, said point being 7.25' northerly and 2.19' westerly of a capped bar found, thence;
4. Along the aforesaid division line between Lot 9 in Block 201 and Lot 1.01 in Block 301, N 01° 29' 01" W, 1153.43 feet to an angle point, said point being 1.67' southerly and 1.56' westerly of a capped bar found, thence;
5. Still along the same and then also along the division line between Lot 9 on the east in Block 201 and Lots 2 and 1.01 on the west in Block 301, N 27° 52' 35" E, 2206.18 feet to a point on the division line between Lot 9 on the south and east in Block 201 and Lot 1.01 on the north and west in Block 301, said point being 1.20' northerly and 1.70' easterly of a monument found, thence;
6. Along the aforesaid division line between Lot 9 in Block 201 and Lot 1.01 in Block 3.01, N 81° 10' 30" E, 467.75 feet to a point on the division line between Lot 9 on the south and east in Block 201 and Lot 1.01 on the north and west in Block 301, said point being 1.37' southerly and 0.63' easterly of an iron pipe found, thence;
7. Across a portion of Lot 9 in Block 201 along the aforesaid proposed division line between Parcel A on the north and Parcel B on the south as shown on aforesaid map, N 66° 52' 42" E, 2210.00 feet to a concrete monument set and stamped as Corner # 04, thence;

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8. Still across the same, along the said proposed division line, S 88° 30' 33" E, 600.00 feet to a concrete monument set and stamped as Corner # 03, thence;
9. Still across the same, along the said proposed division line, N 60° 19' 08" E, 3035.00 feet to a concrete monument set and stamped as Corner # 02, thence;
10. Still across the same, along the said proposed division line, S 58° 50' 48" E, 1015.00 feet to the point or place of **BEGINNING**.

Containing 352.707 acres more or less.

"Parcel A", Donated Portion of Block 201 Lot 9, being more particularly described below:

**DESCRIPTION OF PROPERTY
PARCEL 'A'
DONATED PORTION OF FORMER BLOCK 201 LOT 9
TOWNSHIP OF BLAIRSTOWN
WARREN COUNTY, NEW JERSEY**

All that certain tract or parcel of land located in the Township of Blairstown, County of Warren, New Jersey, bounded and described as follows:

BEGINNING at a point in the division line between Lot 9 on the west in Block 201 and Lot 4.04 on the east in Block 201, said beginning point having New Jersey State Plane Local Ground Coordinate System values of North: 796,250.44 and East: 351,964.14, said point being 0.42' northerly and 0.12' easterly of an iron pipe found, where the same is intersected by the proposed division line between Parcel A on the North and Parcel B on the south, as shown on a map entitled "Survey Plan, Yards Creek Boy Scout Camp, Block 201 Lot 9, Township of Blairstown, Warren County, New Jersey" prepared by Mallick & Scherer, P.C. dated 8/10/2016 and revised to 3/1/2017, and running, thence;

1. Across a portion of Lot 9 in Block 201, along the aforesaid proposed division line, N 58° 50' 48" W, 1015.00 feet, (and passing over fiberglass line markers set at 250', 505', and 761' from the beginning of this course), to a concrete monument set and stamped as Corner # 02, thence;
2. Still across the same, along the said proposed division line, S 60° 19' 08" W, 3035.00 feet, (and passing over fiberglass line markers set at 379', 759', 1144', 1517', 1897', 2276', and 2656' from the beginning of this course), to a concrete monument set and stamped as Corner # 03, thence;

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3. Still across the same, along the said proposed division line, N 88° 30' 33" W, 600.00 feet, (and passing over fiberglass line markers set at 200' and 400' from the beginning of this course), to a concrete monument set and stamped as Corner # 04, thence;
4. Still across a portion of Lot 9 in Block 201, along the said proposed division line, S 66° 52' 42" W, 2210.00 feet, (and passing over fiberglass line markers set at 375', 736', 1102', 1474' and 1843' from the beginning of this course), to a point where the same is intersected by the division line between Lot 9 on the east in Block 201 and Lot 1.01 on the west in Block 301, said point being 1.37' southerly and 0.63' easterly of an iron pipe found, thence;
5. Along the aforesaid division line between Lot 9 in Block 201 and Lot 1.01 in Block 301, N 12° 15' 50" W, 1122.00 feet, (and passing over fiberglass line markers set at 374' and 744' from the beginning of this course), to a point where the same is intersected by the division line between Lot 9 on the south and Lot 1 on the north in Block 201, said point being 1.08' southerly and 0.47' easterly of an iron pipe found, thence;
6. Along the aforesaid division line between Lots 9 and 1 in Block 201, N 75° 07' 56" E, 1204.50 feet, (and passing over fiberglass line markers set at 402' and 818' from the beginning of this course), to a capped bar set and stamped as Corner # 07 where the same is intersected by the division line between Lot 9 on the northwest and Lot 10 on the southeast in Block 201, thence;
7. Along the aforesaid division line between Lots 9 and 10 in Block 201, S 33° 22' 30" W, 338.17 feet, (and passing over a fiberglass line marker set at 169' from the beginning of this course), to a capped bar set and stamped as Corner # 08, thence;
8. Still along the aforesaid division line between Lot 9 on the south and Lot 10 on the north in Block 201, N 69° 41' 27" E, 1253.63 feet, (and passing over fiberglass line markers set at 419' and 837' from the beginning of this course), to a capped bar set and stamped as Corner # 09, where the same is intersected by the division line between Lot 9 on the south and Lot 1 on the north in Block 201, thence;
9. Along the aforesaid division line between Lots 9 and 1 in Block 201, N 60° 19' 08" E, 3938.25 feet, (and passing over fiberglass line markers set at 394', 790', 1180', 1575', 1969', 2363', 2757', 3151', and 3545' from the beginning of this course), to a capped bar set and stamped as Corner # 10, where the same is intersected by the division line between Lot 9 on the southwest and Lot 2 on the northeast in Block 201, thence;
10. Along the aforesaid division line between Lots 9 and 2 in Block 201, S 58° 50' 48" E, 1650.00 feet, (and passing over fiberglass line markers set at 235', 469', 705', 943', 1178', and 1414' from the beginning of this course), to an angle point in the same, said point being 1.66' northerly and 0.46' westerly of an iron pipe found, thence;

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11. Still along the aforesaid division line between Lots 9 and 2, and then Lot 4.04 on the southeast in Block 201, S 36° 33' 05" W, 1028.82 feet, (and passing over fiberglass line markers set at 205', 411', and 617' from the beginning of this course and also passing over a capped pin found at 813.01' from the beginning of this course), to the point or place of BEGINNING.


Containing 157.726 acres more or less.

Subject to all restrictions, covenants, agreements, easements and or right of ways written or implied.

Being a portion of the lands conveyed to the George Washington Council Boy Scouts of America in Deed Book 786 Page 188; dated Nov. 27, 1981 and recorded in the Warren County Clerk's Office on Dec. 24, 1981.

The above description was written pursuant to a survey of property designated as Block 201 Lot 9, on Sheet #2 of the Tax Maps of Blairstown Township, County of Warren, State of New Jersey.

MALICK AND SCHERER, P.C.


Michael J. McAlpin, PLS
Professional Land Surveyor
New Jersey License No. 24GS03674700

6/15/17
Date

Exceptions, in no event through access to or across, ingress to, egress from or other use of Parcel B or other Utilities' Properties (such rights as are so retained by CNJ Council in this Deed at, for or with respect to Parcel B to be transferred to JCP&L in the Transfer Deed).

(3) By way of clarification, however, CNJ Council's and any and every Parcel A owner's and its heirs', successors' and assigns' use of the roadways on any of the Utilities' Properties, solely if and to the extent provided in accordance with Paragraph 7 (g) (2) of the Deed of Release, shall be at the sole risk of CNJ Council and its heirs, successors and assigns, and Utility Companies shall not be liable for the condition and use of said roadways, nor for the removal of snow therefrom.

(h) The condition that, and obligation of, CNJ Council and any and every Parcel A owner and its heirs, successors and assigns notify the Utility Companies should CNJ Council or any and every Parcel A owner and its heirs, successors and assigns elect to sell any of Parcel A, and the Utility Companies' right to repurchase any of Parcel A at a price equal to the highest bona fide offer made to CNJ Council or any and every Parcel A owner and its heirs, successors and assigns for said premises.

Witnessed By:

Kelly L. Hoara
Print name below line
KELLY L. HOARN

Central New Jersey Council, Boy Scouts of America, a New Jersey corporation
By: *Terrance McCarty* (Seal)
Terrance McCarty, President

STATE OF New Jersey COUNTY OF Mercer

I CERTIFY that on March 22, 2018,

Terrance McCarty personally came before me and stated to my satisfaction that this person:

- (A) President of the Central New Jersey Council, Boy Scouts of America, a New Jersey corporation;
- (B) the Central New Jersey Council, Boy Scouts of America, a New Jersey corporation was the maker of this Deed;
- (B) executed this Deed in his capacity as President of the Central New Jersey Council, Boy Scouts of America, a New Jersey corporation; and
- (C) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

16TGW-054109

Record & Return to:
Prestige Title Agency, Inc.
130 Pompton Avenue
Wyona, NJ 07044

Teresam Wood
[Print name and title below signature]

TERESAM WOOD
Notary Public - State of New Jersey
My Commission Expires Jun 19, 2022

Record and Return to:
State of New Jersey, Dept. of Law & Public Safety
Division of Law
25 Market Street
PO Box 093
Trenton, New Jersey 08625
ATTN: Robert S. Guzek, Jr. DAG



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)
 Central New Jersey Council, Boy Scouts of America, a New Jersey corporation
 Current Street Address
 c/o 3255 Gloucester Drive
 City, Town, Post Office Box
 Bethlehem State PA Zip Code 18020

PROPERTY INFORMATION

Block(s)
 201 Lot(s) 9 Qualifier Portion of Lot
 Street Address
 N/A City, Town, Post Office Box
 Township of Blairstown State NJ Zip Code 07825
 Seller's Percentage of Ownership 100% Total Consideration \$1.00 Owner's Share of Consideration \$1.00 Closing Date 12/17/2017 4/5/18

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

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

SELLER'S DECLARATION

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

3/22/18
 Date

Date

[Signature]
 Signature of Boy Scouts of America
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

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

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

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

STATE OF NEW JERSEY
COUNTY Mercer } SS. County Municipal Code 2104
MUNICIPALITY OF PROPERTY LOCATION Township of Blairstown
FOR RECORDER'S USE ONLY
Consideration \$ 1.00
RTF paid by seller \$ 0.00
Date 04/12/2018 By KK
*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)
Deponent, Terrance McCarty being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Corporate Officer of the in a deed dated April 5 2018 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 201 Lot number 9 (a Portion of the Lot) located at
Township of Blairstown, County of Warren, State of New Jersey
(Street Address, Town) and annexed thereto.

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) prior mortgage to which property is subject.

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

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)
Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ _____ + _____ % = \$ _____
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

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

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 178, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) legally blind or;
DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed*
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
 Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
 One or two-family residential premises. Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.
C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
 Affordable according to H.U.D. standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

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

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
 No prior mortgage assumed or to which property is subject at time of sale.
 No contributions to capital by either grantor or grantee legal entity.
 No stock or money exchanged by or between grantor or grantee legal entities.

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

Subscribed and sworn to before me this 12 day of March, 2018

TERESA M WOOD
Notary Public - State of New Jersey
My Commission Expires Jun 19, 2022

Signature of Deponent
Terrance McCarty, President
c/o 3255 Gloucester Drive
Bethlehem, PA 18020
Deponent Address
XXX-XXX- 472
Last three digits in Grantor's Social Security Number
Name/Company of Settlement Officer
Central New Jersey Council, BSA
Grantor Name
c/o 3255 Gloucester Drive
Bethlehem, PA 18020
Grantor Address at Time of Sale

FOR OFFICIAL USE ONLY
Instrument Number _____
Inst# 2018-491353 County Warren _____
Book 2850 Page 199 _____
Deed Dated 4/5/2018 Date Recorded 04/12/2018 03:24 PM _____

EXHIBIT A-7

[See Attached]

Warren County
Patricia J. Kolb
County Clerk

Book: 2182 Page: 252

Document Number: 2007- 00310277 Document Type: Deed
Recorded Date: 11/27/2007

Parties: PSEG FOSSIL LLC
UNITED STATES OF AMERICA
Comment:
Recorded By: RIVERSIDE TITLE AGENCY INC

Pages Charged: 12
Pages Scanned: 13

**** Examined and Charged as Follows ****

Deed 50.00
Coversheet 0.00
Preservation 70.00
Recording Fees Difference 40.00

Recording Fee: 160.00

	Town	Serial #	Consideration	Tax Code
Transfer Tax	0.00 MULTIPLE		0.00	E
County Treasurer	0.00			
State Treasurer	0.00			
NPNRF	0.00			
Extraordinary Aid	0.00			
Public Health	0.00			
General Fund	0.00			
Tax Fee:	0.00			

**** DO NOT REMOVE ****

**** This Page is Part of the Document ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office for:

File Information

Document Number: 2007- 00310277
Recorded Date: 11/27/2007 10:48 A
Receipt Number: 146875

Mail Back
RIVERSIDE TITLE AGENCY INC
383 RIDGEDALE AVE
EAST HANOVER NJ 07936-

DB2182-252
R 11/27/2007



**** DO NOT REMOVE ****

**** This Page is Part of the Document ****

This deed was prepared by the National Park Service, National Trails Land Resources Program Center, Martinsburg, West Virginia. The precise name and address of the herein-named Grantee is: United States of America, Washington, DC 20240.



Donald T. King

DONATION DEED

THIS INDENTURE, made this 1st day of November, 2007, by and between PSEG FOSSIL LLC, a Delaware limited liability company, and JERSEY CENTRAL POWER & LIGHT COMPANY a corporation existing under the laws of the State of New Jersey and whose addresses are PSEG Fossil LLC, 80 Park Plaza, Newark, New Jersey 07102-4194 and Jersey Central Power & Light Company, 76 S. Main Street, Akron, Ohio 44308, hereinafter referred to as the GRANTORS and the United States of America, Washington, D.C. 20240, hereinafter referred to as the GRANTEE.

WITNESSETH: WHEREAS, the National Trails System Act, Public Law 90543 (82 Stat. 919), as amended, hereinafter referred to as the Act, designated the Appalachian National Scenic Trail, hereinafter referred to as the Trail, as part of a national system of trails in order to provide for the ever-increasing outdoor recreation needs of an expanding population and in order to promote public access to, travel within and enjoyment of, and appreciation of the outdoor areas of the Nation, and to provide for the conservation and enjoyment of the nationally significant scenic, historical, natural, and cultural qualities of the Trail; and,

WHEREAS, Section 7 of the Act authorizes the Secretary of the Interior, hereinafter referred to as the Secretary, to acquire lands or interests in lands within the right-of-way of the Trail sufficient to assure perpetual use and protection for the purposes provided by the Act; and,

Consideration:		Exempt Code:	
County	State	N.P.N.R.F	Total
.00	.00	.00	.00
Public	Extra...		
.00	.00		

Date: Nov 27, 2007

Record and Return to:
RIVERSIDE TITLE AGENCY, INC.
383 Ridgedale Avenue
East Hanover, NJ 07936
File No. *RD-15-409 1160-*

WHEREAS, the Secretary, acting by and through the National Park Service, has determined that it is necessary in order to preserve and protect the Trail for the purposes provided in the Act to acquire this certain real property owned by the Grantors;

NOW THEREFORE, the Grantors, gratuitously and without valuable consideration do hereby donate, grant and convey with SPECIAL WARRANTY of title unto the said Grantee and its assigns, in fee simple, the following described property:

Tract 318-01

All that certain lot or parcel of land, situate, lying and being in the Township of Hardwick (formerly known as Pahaquarry Township) and the Township of Blairstown, County of Warren, State of New Jersey and more particularly described as follows:

Beginning at an iron bar set in a corner in the dividing line between the lands now or formerly of The State of New Jersey and lands owned jointly by PSEG Fossil LLC, and Jersey Central Power and Light Company, having a New Jersey State Plane Coordinate value (NAD-83 (92)feet) of North 791,951.08 and East 335,243.07; thence the following seven (7) courses along said dividing line between lands:

- (1) South 74° 55' 18" West, 1,978.01 feet to an iron bar set in a corner in the same,
- (2) South 62° 50' 18" West, 1,228.53 feet to an iron bar set in a corner in the same,
- (3) North 00° 09' 18" East, 112.56 feet to an iron bar set in a corner in the same, distant northerly 100.00 feet measured at right angles from the second course of lands herein described,
- (4) North 62° 50' 18" East, parallel with and distant northerly 100.00 feet measured at right angles from the second course of lands herein described and the prolongation northeasterly thereof, 1,187.46 feet to an iron bar set in a corner in the same, distant northerly 100.00 feet measured at right angles from the first course of lands herein described and the prolongation southwesterly thereof,
- (5) North 74° 55' 18" East, in part, parallel with and distant northerly 100.00 feet measured at right angles from the first course of lands herein described and the prolongation southwesterly thereof, 3,345.69 feet to an iron bar set in a corner in the same,

- (6) North 72° 49' 18" East, 1,882.40 feet to an iron bar set in a corner in the same,
- (7) North 64° 10' 18" East, crossing the corporate limits line dividing the Township of Hardwick and the Township of Blairstown, 2,213.82 feet to an iron pipe found in a corner in the same,
- (8) South 52° 09' 42" East, 535.10 feet to a point therein; thence the following ten (10) courses through and across the aforesaid jointly owned lands:
 - (9) South 67° 09' 15" West, crossing said corporate limits line, 1,679.29 feet to a corner in the same,
 - (10) North 74° 20' 27" West, 160.45 feet to a corner in the same,
 - (11) South 87° 50' 45" West, 57.36 feet to a corner in the same,
 - (12) North 85° 51' 06" West, 224.99 feet to a corner in the same,
 - (13) South 75° 26' 06" West, 231.70 feet to a corner in the same,
 - (14) South 62° 22' 07" West, 70.83 feet to a corner in the same,
 - (15) South 47° 36' 17" West, 79.54 feet to a corner in the same,
 - (16) South 69° 39' 50" West, 178.29 feet to a corner in the same,
 - (17) South 85° 50' 45" West, 88.03 feet to a corner in the same,
 - (18) South 75° 27' 32" West, 376.03 feet to a corner in the same,
 - (19) South 72° 01' 04" West, 554.86 feet to a corner in the same,
 - (20) South 69° 45' 13" West, 246.33 feet to a corner in the same,
 - (21) South 61° 08' 49" West, 603.73 feet to a corner in the same,
 - (22) South 18° 15' 09" West, 409.36 feet to a corner in the same,
 - (23) South 67° 09' 15" West, 1,232.19 feet to a corner in the aforesaid dividing line between said jointly owned lands of PSEG Fossil LLC and Jersey Central Power and Light Company and lands of the State of New Jersey; thence

(24) North 00° 09' 18" East, along said dividing line between lands, 675.28 feet to the point and place of Beginning.

Containing 51.13 acres, more or less.

The above-described parcel, designated as Tract 318-01, Appalachian National Scenic Trail is a portion of the same land acquired by Jersey Central Power and Light Company from New Jersey Power and Light Company by deed dated December 31, 1962 and recorded January 2, 1963 in Deed Book 450, Page 286, in the Clerk's Office of Warren County, State of New Jersey. Jersey Central Power and Light Company conveyed an undivided 50% interest to Public Service Electric and Gas Company by deed dated June 7, 1965 and recorded June 8, 1965, in Deed Book 467, Page 563, in the Clerk's Office of Warren County, State of New Jersey.

THE HERINABOVE DESCRIBED, BEING IN ACCORDANCE WITH A SURVEY PREPARED BY ALBERT A. FRALINGER, JR., P.A., BRIDGETON, N.J., DATED MARCH 15, 2001.

TAX MAP REFERENCE. (N.J.S.A.46:15-2.1) Municipalities of Blairstown and Hardwick Townships, Block No. 301, Lot 3 and Block No. 1301 as Tax Lot 2.01 and 2.02
() No property tax identification number is available on the date of this deed. Check if applicable.

TOGETHER with all rights, hereditaments, easements and appurtenances thereto belonging unto and to the Grantee and its assigns, in fee simple, free and clear from all liens and encumbrances except as specifically excepted or reserved hereinbelow, together with all right, title and interest which Grantors may have in and to water rights, banks, beds and waters of any stream or river bordering or traversing the land, and in any alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said land.

THE LANDS herein acquired are for the use of and the development by the National Park Service, United States Department of the Interior.

SUBJECT only to those rights outstanding in third parties for existing easements for public roads and highways, public utilities, railroads and pipeline.

TO HAVE AND TO HOLD the said premises together with all and singular the rights and privileges thereto belonging unto the said Grantee and its assigns in fee simple.

PROVIDED, however, that in the event that the Secretary charged with administration of the said Trail permanently relocates the right-of-way and intends to dispose of all title or interest in the land hereby conveyed, the Grantors, their successor or assigns, shall be offered by notice given at the Grantors' last known address the right of first refusal at the market price as required pursuant to 16 U.S.C. § 1246(e). The Grantee shall give the Grantors notice in writing by certified mail of the Grantee's willingness to sell, and the Grantors or their successors shall have the first refusal and privilege (hereafter referred to as an "option") of purchasing the said option which must be exercised within sixty (60) days after the Grantors receive notice from the United States of America offering to sell the said property for the amount specified in said offer. In the event the Grantors or their assigns shall not exercise the said option herein granted within said sixty (60) day period, Grantee may thereafter sell said property and the right created herein shall terminate.

The giving by the Grantors or their assigns of notice of the exercise of the purchase option hereinbefore granted shall fix and determine its right to purchase the property included in the option which it elects to exercise, and the obligation of Grantee to sell the same. A reasonable amount of time will be allowed the Grantors or their assigns to examine evidence of title, and to cure defects and clear the title preparatory to delivery of deed and any other instruments required to effect the conveyance. Upon payment to the United States of purchase price, Grantee shall convey to Grantor, and its assigns a fee simple title in and to said real estate and the appurtenances thereto.

THE SAID GRANTORS covenant that they have the right to convey said land; that they have done no act to encumber the same; that the said Grantee shall have quiet and peaceful possession and enjoyment of the same, free and clear from any and all encumbrances; that it will warrant specially the property hereby conveyed; and that the said Grantors, will execute such further assurances of the said land as may be requisite.

GRANTORS herein specifically reserves unto itself the right to install piezometers, weirs, toe drains and any other dam instrumentation located on the tract of land being conveyed, which instrumentation is needed in order to comply with all FERC regulations as well as any and all State, Federal, Municipal or local laws. All instrumentation to be installed in such a manner as to reasonably blend in with natural features of the land to the extent practicable.

Oct-24-2007 15:34

From-RIVERSIDE TITLE

9739520353

T-974 P 002/003 F-973



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

GIT/REP-3
(2-07)

(Please Print or Type)

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

Name(s)

PSEG FOSSIL, LLC

Current Resident Address:

Street: 80 PARK PLAZA, T6B, NEWARK, NJ 07102

City, Town, Post Office

State

Zip Code

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

301, Lot 3, AND Block 1301, Lots 2.01 & 2.02

Street Address:

117 Walnut Valley Road AND 2109 Hardwick,

City, Town, Post Office

State

Zip Code

Blairstown & Hardwick

NJ

07825

Seller's Percentage of Ownership

Consideration

Closing Date

50%

less than \$100.00

11/1/07

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

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

SELLER(S) DECLARATION

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

11/26/07
Date

PSEG FOSSIL, LLC

BY: *[Signature]*

AGENT

By: Robert L. Gibbs
(Seller) Please indicate if Power of Attorney or Attorney in Fact
Manager, Corporate Properties

Signature

Date

Signature

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

Oct-24-2007 15:34 From-RIVERSIDE TITLE 9739520353 T-874 P 002/003 F-973



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

GIT/REP-3
(2-07)

(Please Print or Type)

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

Name(s) Jersey Central Power & Light Company

Current Resident Address:

Street: 76 South Main Street

City, Town, Post Office
Akron

State
Ohio

Zip Code
44308

PROPERTY INFORMATION (Brief Property Description)

Block(s) 301, Lot 3 and Block 1301, Lots 2.01 & 2.02 Lot(s) AND 2109 Hardwick, Qualifier

Street Address:

117 Walnut Valley Road,

AND 2109 Hardwick,

City, Town, Post Office

State

Zip Code

Blairstown & Hardwick

NJ

07825

Seller's Percentage of Ownership

Consideration

Closing Date

50%

less than \$100.00

11/1/07

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

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

SELLER(S) DECLARATION

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

11/1/07

Date

JERSEY CENTRAL POWER & LIGHT CO

By Robin Rozsi
(Seller) PR Robin Rozsi, Real Estate Representative for
FirstEnergy Service Company on behalf of
Jersey Central Power & Light Co.

Date

(Seller) Please indicate if Power of Attorney or Attorney in fact

RTF-1 (Rev. 2/18/07) STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
 (Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 48:16-6 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY <u>ESSEX</u> } SS. County Municipal Code <u>2104 & 2109</u>	FOR RECORDER'S USE ONLY Consideration \$ <u>0.00</u> RTF paid by seller \$ <u>0.00</u> Date <u>11-27-07</u> By <u>CR</u>
	MUNICIPALITY OF PROPERTY LOCATION <u>BLAIRSTOWNHARDWICK</u> *Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent, ROBERT L. GIBBS, being duly sworn according to law upon his/her oath, deposes and says that he/she is the CORPORATE OFFICER of PSEG Services Corp, Agent for PSEG Fossil LLC, (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated NOVEMBER 1, 2007 transferring real property identified as Block number 301, Lot 3, Blairtown & Block 1301 Lot number 2.01 & 2.02, Hardwick located at 117 Walnut Valley Road, Blairtown, NJ & 2109 Hardwick, Hardwick, NJ and annexed thereto. (Street Address, Town)

(2) **CONSIDERATION** \$ 0.00 (See Instructions #1 and #5 on reverse side)

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

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

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

\$ _____ + _____ % = \$ _____

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

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

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

Bb. By or to the United States of America

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

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

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

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

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

*IN THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

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

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

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

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

(7) Deponent makes this Affidavit to induce county clerk to register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 26 day of October, 2007

Signature of Deponent
 Signature of Deponent _____ PSEG FOSSIL, LLC
 Grantor Name
80 PARK PLAZA, T6B, NEWARK Grantor Address at Time of Sale
 Deponent Address
 NEWARK, NJ 07102
 Last 3 digits in Grantor's Social Security Number 481 Name/Company of Settlement Officer

LUCREZIA WHITE
 Notary Public of New Jersey
 My Commission Expires September 1, 2011

FOR OFFICIAL USE ONLY	
Instrument Number <u>310277</u>	County <u>WARREN</u>
Deed Number _____	Book <u>312</u> Page <u>252</u>
Deed Dated <u>11-07</u>	Date Recorded <u>11-27-07</u>

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

STATE OF NEW JERSEY - DIVISION OF TAXATION

PO BOX 251
 TRENTON, NJ 08646-0251

ATTENTION: REALTY TRANSFER FEE UNIT

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

IN WITNESS WHEREOF, the PSEG FOSSIL LLC has caused its Corporate name to be signed hereto by Robert Gibbs, Manager of Corporate Properties of PSEG Services Corporation, Agent for PSEG FOSSIL LLC and its corporate seal to be hereto affixed and duly attested by Edward J. Biggins, Jr. its Corporate Secretary; both being duly authorized to do so; and JERSEY

CENTRAL POWER & LIGHT COMPANY has caused its Corporate name to be signed by



~~Stephen E. Morgan~~
~~Steven E. Strub~~, its Regional President, and its corporate seal to be hereto affixed and duly

attested by Edward J. Udovich its Corporate Secretary; both being duly authorized to do so.

PSEG FOSSIL LLC by PSEG Services Corporation,
Agent for PSEG FOSSIL LLC

BY: *Robert Gibbs*
Robert Gibbs, Manager of Corporate Properties

CORPORATE SEAL

ATTEST: *E. J. Biggins, Jr.*
Edward J. Biggins, Jr., Corporate Secretary

JERSEY CENTRAL POWER & LIGHT COMPANY

BY: *Stephen E. Morgan*
~~Steven E. Strub, Regional President~~
Stephen E. Morgan, President

CORPORATE SEAL

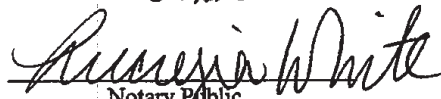
ATTEST: *E. Udovich*
Edward J. Udovich

STATE OF New Jersey

COUNTY OF Essex

I, a Notary Public of said County and State, do hereby certify that Robert Gibbs, and Edward J. Biggins, Jr. personally appeared before me this day and acknowledged they that are the Manager of Corporate Properties and Corporate Secretary of PSEG Services Corporation, Agent for PSEG FOSSIL LLC and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Manager of Corporate Properties and sealed with its corporate seal and attested by its Corporate Secretary.

Witness my hand and official stamp or seal, this 26th day of October, 2007.


Notary Public

LUCREZIA WHITE
Notary Public of New Jersey
My Commission Expires September 1, 2011

My Commission expires: _____

Doc #: 00310277
Bk: 2182 Pg: 264

STATE OF OHIO
COUNTY OF SUMMIT

I, a Notary Public of said County and State, do hereby certify that ~~Stephen E. Morgan~~ ^{Stephen E. Morgan} and ~~Edward J. Udovich~~ ^{Edward J. Udovich} personally appeared before me this day and acknowledged that they are the ~~Regional Vice~~ ^{Regional Vice} President and Corporate Secretary of JERSEY CENTRAL POWER & LIGHT COMPANY and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ~~Vice~~ ^{Vice} President and sealed with its corporate seal and attested by its Corporate Secretary.

Witness my hand and official stamp or seal, this 19th day of NOVEMBER, 2007.

Karen S. Kerger
Notary Public

My Commission expires: _____



KAREN S. KERGER, Notary Public
Residence: Summit County
State: Ohio
My Commission Expires July 19, 2009



Recorded

Nov 27, 2007 10:48:19A

PATRICIA J. KOLB
WARREN COUNTY CLERK
BELVIDERE, NJ

EXHIBIT A-8

[See Attached]

Warren County Recording Data Page Honorable Patricia J. Kolb Warren County Clerk		<i>Official Use Only - Barcode</i>					
							
		Bk: 2850 Pg: 212 Instr #: 2018-491354 7 Pages 04/12/2018 03:24:00 PM					
		DEED RECORDED					
		Holly Mackey Warren Co Clerk					
<i>Official Use Only - Realty Transfer Fee</i>							
<table border="1"> <tr> <td> Consideration \$500000.00 County \$500.00 Public \$250.00 State \$1250.00 Extra \$750.00 </td> <td> Exempt Code: General \$900.00 N.J.A.H.T.F. \$525.00 Total \$4175.00 </td> </tr> <tr> <td colspan="2" style="text-align: right;"> 04/12/2018 </td> </tr> </table>				Consideration \$500000.00 County \$500.00 Public \$250.00 State \$1250.00 Extra \$750.00	Exempt Code: General \$900.00 N.J.A.H.T.F. \$525.00 Total \$4175.00	04/12/2018	
Consideration \$500000.00 County \$500.00 Public \$250.00 State \$1250.00 Extra \$750.00	Exempt Code: General \$900.00 N.J.A.H.T.F. \$525.00 Total \$4175.00						
04/12/2018							
Date of Document: 2018-04-05		Type of Document: DEED					
First Party Name: "CENTRAL NEW JERSEY COUNCIL BOY SCOUTS OF AMERICA"		Second Party Name: "JERSEY CENTRAL POWER AND LIGHT COMPANY"					
Additional Parties:							

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block: 201	Lot: 9
Municipality: Blairstown Township	
Consideration: 500000.00	
Mailing Address of Grantee: 300 MADISON AVENUE, P.O. BOX 1911 MORRISTOWN, NJ 07962-1911	

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

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

RECORDED	Bk: 2850 Pg: 212
Holly Mackey Warren Co Clerk	04/12/2018 03:24:00 PM
BELVIDERE, NJ	Pages 7
DEED	

Prepared by:

Michael J. Shavel, Esq.

DEED

AS OF APRIL 5TH,
This DEED is made on this 5th day of ~~March~~, 2018:

BETWEEN CENTRAL NEW JERSEY COUNCIL, BOY SCOUTS OF AMERICA,
a New Jersey corporation the survivor and successor in and by 1999
merger to the former George Washington Council, Boy Scouts of
America, also a corporation of the State of New Jersey
whose address is c/o: Todd McGregor, 3255 Gloucester Drive, Bethlehem, PA 18020,
referred to as the Grantor,

AND JERSEY CENTRAL POWER & LIGHT COMPANY
A New Jersey corporation,
whose address is 300 Madison Ave., P.O. Box 1911
referred to as the Grantee. Morristown, New Jersey 07962-1911

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

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of Five Hundred Thousand Dollars and 00 Cents (\$500,000.00).

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:26A-3)

Township of Blairstown
County of Warren
Portion of Block 201, Lot(s) 9

3. The Property consists of the land and all the buildings and structures on the land in the

Township of Blairstown
County of Warren
Portion of Block 201, Lot(s) 9

The street address of the Property is Not Applicable

The legal description is: ALL THAT CERTAIN TRACT, PARCEL AND LOT OF LAND LYING AND BEING SITUATED IN THE TOWNSHIP OF BLAIRSTOWN, COUNTY OF WARREN, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

Being a portion of the lands conveyed to the George Washington Council, Boy Scouts of America in Deed Book 786, Page 188, dated November 27, 1981 and recorded in the Warren County Clerk's Office on December 24, 1981.

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a Covenant as to the Grantor's Acts (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).
5. THIS DEED IS SUBJECT TO the terms and conditions of a certain Deed of Release from PSEG Fossil, LLC and Jersey Central Power & Light Company to Central New Jersey Council, Boy Scouts of America, dated October 25, 2017, and the Utilities' Amended Waiver attached to the Deed of Release as Exhibit C, which is about to be recorded just prior hereto.



Mallick & Scherer, P.C.
Consulting Engineers • Construction Inspectors • Land Surveyors

"SCHEDULE A"

Art R. Mallick, PE, CME
Principal
Glenn J. Scherer, PE
Principal
Colleen Connolly, PE, PTOE
Associate
Robert Zalewski, PE, CFM, CSM
Associate
Steven C. Ragazzo, PE
Director of Structures
Michael J. McAlph, PLS
Director of Survey

**DESCRIPTION OF PROPERTY
PARCEL 'B'
PORTION OF BLOCK 201 LOT 9
BEING CONVEYED TO J.C.P. & L.
TOWNSHIP OF BLAIRSTOWN
WARREN COUNTY, NEW JERSEY**

All that certain tract or parcel of land located in the Township of Blairstown, County of Warren, New Jersey, bounded and described as follows:

BEGINNING at a point in the division line between Lot 9 on the west in Block 201 and Lot 4.04 on the east in Block 201, said beginning point having New Jersey State Plane Local Ground Coordinate System values of North: 796,250.44 and East: 351,964.14, said point being 0.42' northerly and 0.12' easterly of an iron pipe found, where the same is intersected by the proposed division line between Parcel A on the North and Parcel B on the south, as shown on a map entitled "Survey Plan, Yards Creek Boy Scout Camp, Block 201 Lot 9, Township of Blairstown, Warren County, New Jersey" prepared by Mallick & Scherer, P.C. dated 8/10/2016 and revised to 8/15/2017, and running, thence;

1. Along the aforesaid division line between Lot 9 in Block 201 and Lot 4.04 in Block 201, S 17° 47' 29" E, 363.91 feet (363.94' deed) to a point where the same is intersected by the division line between Lot 9 on the north in Block 201 and Lot 13 on the south in Block 202, thence;
2. Along the aforesaid division line between Lot 9 in Block 201 and Lot 13 in Block 202, S 48° 31' 53" W, 2760.17 feet to an angle point, said point being 1.26' southerly and 0.20' westerly of a capped bar found, thence;
3. Still along the same and then also along the division line between Lot 9 in Block 201 and Lot 1 in Block 302 and Lot 3 in Block 301, S 63° 22' 01" W, 6314.52 (6314.54' deed) feet to a point on the division line between Lot 9 on the east in Block 201 and Lot 1.01 on the west in Block 301, said point being 7.25' northerly and 2.19' westerly of a capped bar found, thence;
4. Along the aforesaid division line between Lot 9 in Block 201 and Lot 1.01 in Block 301, N 01° 29' 01" W, 1153.43 feet to an angle point, said point being 1.67' southerly and 1.56' westerly of a capped bar found, thence;
5. Still along the same and then also along the division line between Lot 9 on the east in Block 201 and Lots 2 and 1.01 on the west in Block 301, N 27° 52' 35" E, 2206.18 feet to a point on the division line between Lot 9 on the south and east in Block 201 and Lot 1.01 on the north and west in Block 301, said point being 1.20' northerly and 1.70' easterly of a monument found, thence;

Perryville III Corporate Center • 53 Frontage Road, Suite 260 • Hampton, NJ 08827
Ph 908.537.1300 • Fax 908.537.1398

October 18, 2017 - Page 2 of 2

6. Along the aforesaid division line between Lot 9 in Block 201 and Lot 1.01 in Block 3.01, N 81° 10' 30" E, 467.75 feet to a point on the division line between Lot 9 on the south and east in Block 201 and Lot 1.01 on the north and west in Block 301, said point being 1.37' southerly and 0.63' easterly of an iron pipe found, thence;
7. Across a portion of Lot 9 in Block 201 along the aforesaid proposed division line between Parcel A on the north and Parcel B on the south as shown on aforesaid map, N 66° 52' 42" E, 2210.00 feet to a concrete monument set and stamped as Corner # 04, thence;
8. Still across the same, along the said proposed division line, S 88° 30' 33" E, 600.00 feet to a concrete monument set and stamped as Corner # 03, thence;
9. Still across the same, along the said proposed division line, N 60° 19' 08" E, 3035.00 feet to a concrete monument set and stamped as Corner # 02, thence;
10. Still across the same, along the said proposed division line, S 58° 50' 48" E, 1015.00 feet to the point or place of **BEGINNING**.

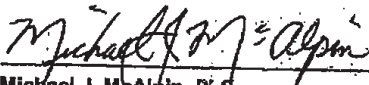
Containing 352.707 acres more or less.

Subject to all restrictions, covenants, agreements, easements and or right of ways written or implied.

Being a portion of the lands conveyed to the George Washington Council Boy Scouts of America in Deed Book 786 Page 188; dated Nov. 27, 1981 and recorded in the Warren County Clerk's Office on Dec. 24, 1981.

The above description was written pursuant to a survey of property designated as Block 201 Lot 9, on Sheet #2 of the Tax Maps of Blairstown Township, County of Warren, State of New Jersey.

MALICK AND SCHERER, P.C.

 10/18/17
Date
Michael J. McAlpin, PLS
Professional Land Surveyor
New Jersey License No. 24GS03674700

- 6. SUBJECT TO THE DEED OF RELEASE, THIS DEED IS FURTHER SUBJECT TO the terms and conditions set forth in the Deed of conveyance to George Washington Council, Boy Scouts of America, dated November 27, 1981, recorded December 24, 1981 in the Warren County Clerk's Office in Deed Book 786 at Page 188, as modified by the above-referenced Deed of Release and Utilities' Amended Waiver.
- 7. FROM AND AFTER THIS DEED, Grantor shall have no, and at this time releases and waives hereby, any and all rights and claims against the Utility Companies (as defined in the Deed of Release) for or by reason of the above 1981 Deed, or by reason of any or all of the Original Property or lands or operations or both of any or both of the Utility Companies, Jersey Central Power & Light Company or PSEG (as defined in the Deed of Release) or their affiliates. Without limitation Grantor shall have no right, title or interest in or to any or all of the Original Property or any of the Utilities' Properties after this Deed.

Witnessed By:

Kelly L. Hoarn
 Print name below line
 KELLY L. HOARN

Central New Jersey Council, Boy Scouts of America, a New Jersey corporation
 By: *Terrance McCarty* (Seal)
 Terrance McCarty, President

STATE OF NEW JERSEY, COUNTY OF MERCER

I CERTIFY that on March 29, 2018

Terrance McCarty personally came before me and stated to my satisfaction that this person:

- He is the President of the Central New Jersey Council, Boy Scouts of America, a New Jersey corporation the Central New Jersey Council, Boy Scouts of America, a New Jersey corporation was the maker of this Deed;
- (B) He executed this Deed in his capacity as President of the Central New Jersey Council, Boy Scouts of America, a New Jersey corporation; and
- (C) He made this Deed for \$500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

1679W-054109

Record & Return to:
 Prestige Title Agency, Inc.
 130 Pompton Avenue
 Verona, NJ 07044

Record and Return to:
 Richard J. Conway, Jr., Esq.
 Schenck, Price, Smith & King, LLP
 220 Park Avenue, PO Box 991
 Florham Park, NJ 07932

Teresam Wood
 [Print name and title below signature]
 TERESAM WOOD
 Notary Public - State of New Jersey
 My Commission Expires Jun 18, 2022



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Central New Jersey Council, Boy Scouts of America, a New Jersey corporation

Current Street Address

c/o 3255 Gloucester Drive

City, Town, Post Office Box

Bethlehem

State

Zip Code

PA

18020

PROPERTY INFORMATION

Block(s)

Lot(s)

Qualifier

Street Address

Portion of Lot

N/A

City, Town, Post Office Box

Township of Blainstown

State

Zip Code

NJ

07825

Seller's Percentage of Ownership

Total Consideration

Owner's Share of Consideration

Closing Date

100%

\$500,000.00

\$500,000.00

4/5/18

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

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

SELLER'S DECLARATION

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

3/22/18
 Date

Date

[Signature]
 Signature

(Seller) Please indicate if Power of Attorney or Attorney In Fact

Signature

(Seller) Please indicate if Power of Attorney or Attorney In Fact

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

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

COUNTY Morcer } SS. County Municipal Code 2104
MUNICIPALITY OF PROPERTY LOCATION Township of Blairstown

FOR RECORDER'S USE ONLY
Consideration \$ 500,000.00
RTF paid by seller \$ 4175.00
Date 04/12/2018 By KK

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

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

Deponent, Terrance McCarty (Name) being duly sworn according to law upon his/her oath,
deposes and says that he/she is the Corporate Officer in a deed dated APRIL 5, 2018 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 201 Lot number 9 (a Portion of the Lot) located at
Township of Blairstown, County of Warren, State of New Jersey and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 500,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.
(See Instructions #5A and #7 on reverse side)

(3) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ _____ + _____ % = \$ _____

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

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

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

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

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 178, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

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

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
 Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
 One or two-family residential premises. Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

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

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

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
 No prior mortgage assumed or to which property is subject at time of sale.
 No contributions to capital by either grantor or grantee legal entity.
 No stock or money exchanged by or between grantor or grantee legal entities.

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

Subscribed and sworn to before me this 12 day of March, 2018

Terrance McCarty

Signature of Deponent Terrance McCarty, President
Terrance McCarty, President
c/o 3255 Gloucester Drive
Bethlehem, PA 18020
Central New Jersey Council, BSA
Grantor Name
c/o 3255 Gloucester Drive
Bethlehem, PA 18020

TERESA M WOOD
Notary Public - State of New Jersey
My Commission Expires Jun 19, 2022

Deponent Address XXX-XXX-472
Grantor Address at Time of Sale
Last three digits in Grantor's Social Security Number
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instr # 2018-491354 County Warren
Book 2850 Page 212
Deed Dated 4/5/2018 Date Recorded 04/12/2018 03:24 PM

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08646-0251

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

EXHIBIT A-9

[See Attached]

101-DEED - BARGAIN AND SALE IND. TO IND. OR CORP. VOL. 153 PAGE 513 COPYRIGHT © 1965 BY ALL-STATE OFFICE SUPPLY CO. 49 EDISON PLACE, NEWARK, N. J. 07102

175638

This Indenture,

Made the 20th day of October, 1966

Between
ROLAND W. CHAMBERLAIN and CARRIE A. CHAMBERLAIN,
his wife,

residing etc on Walnut Valley Road
in the Township of Blairstown in the County of
Warren and State of New Jersey, herein designated as the Grantors,

And JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey
corporation, having its principal office in the Township of Morris in
the County of Morris and State of New Jersey, and

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, also a New
Jersey corporation, having its principal office

in the City of Newark in the County of
Essex and State of New Jersey, as tenants in common, herein designated as the Grantees;

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

Amount of
Doc. Rev.
Stamps

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

\$ 1.65

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

BEGINNING at a corner formed by the intersection of the dividing
line between lands of Roland W. Chamberlain, et ux., and lands now or
formerly of John R. Schwarz with the present easterly line of Walnut
Valley Road, as said Walnut Valley Road is relocated; thence

(1) northwesterly along said easterly line of Walnut Valley Road
on a curve to the right having a radius of 925 feet (the chord of
which bears North 18° 48' West, 198.33 feet) an arc distance of 198.71
feet to a corner in the dividing line between lands of Roland W.
Chamberlain, et ux., and lands now or formerly of William T. Posey;
thence

(2) North 38° 58' East along last mentioned dividing line between
lands, 91.80 feet to a corner common to lands of Roland W. Chamberlain,
et ux., lands now or formerly of William T. Posey, and lands now or
formerly of John R. Schwarz; thence the following two courses and
distances along the dividing line between lands of Roland W.
Chamberlain, et ux., and lands now or formerly of John R. Schwarz,

(3) South 77° 32' East, 120.02 feet to a corner,

(4) South 25° 28' West, 258.33 feet to the point and place of
beginning.

Being part of the premises described in a deed from Richard S.
Latteman, et ux., to Roland W. Chamberlain, et ux., dated July 28, 1950
and recorded in the Clerk's Office of Warren County in Book 348 of
Deeds for said County on page 146, etc.

DB 480-513
R 10/20/66

VCL 180 PAGE 514

The hereinabove description being drawn in accordance with a survey made by Robert McEldowney, Jr., Professional Engineer & Land Surveyor, of Studer & McEldowney, Clinton, N.J., Scale: 1" = 50' and dated July 11, 1966.

Including all the right, title and interest of Roland W. Chamberlain, et ux., in and to that portion of relocated Walnut Valley Road to the center thereof lying, in front of the hereinabove described premises subject to the right of the public therein as a public thoroughfare.

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

VOL 180 PAGE 515

And the Grantors covenant to and with the Grantees that the Grantors and every person whomsoever, lawfully or equitably deriving any estate, right, title or interest through, from or for the Grantors, in trust or otherwise, in or to the premises described herein, the buildings thereon and the privileges and appurtenances thereunto belonging, shall and will, at all times hereafter upon the reasonable request and at the expense of the Grantees, do or execute or cause to be done or executed all such further acts, deeds and things for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed, as by the Grantees or Grantees' counsel in law, shall be reasonably advised or required.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever, as tenants in common.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

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

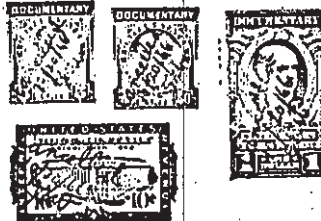
Signed, Sealed and Delivered in the presence of

Roland W. Chamberlain (L.S.)
Roland W. Chamberlain

John R. Woolaver
JOHN R. WOOLAVER

Carrie A. Chamberlain (L.S.)
Carrie A. Chamberlain

4165



Documentary Stamps:

State of New Jersey, County of WARREN } ss:
Be it Remembered, that on this 20th day of October 1966, before me, the subscriber, a Notary Public of New Jersey,

personally appeared Roland W. Chamberlain and Carrie A. Chamberlain, his wife,

who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed. N.J.C. 17:27

John R. Woolaver
Notary Public
New Jersey
My Comm. Expires 11-1-68

EXHIBIT B

Permitted Encumbrances

“*Permitted Liens*” means, with respect to Purchased Assets: (i) inchoate construction, materialmen’s, carriers’, landlords’, repairers’ and other similar Liens arising or incurred in the ordinary course of business by operation of Law for sums not yet due and payable (provided, that with respect to any such Liens that will be in existence at Closing, such Liens shall only be Permitted Liens to the extent that the underlying obligations are Assumed Liabilities); (ii) Liens for Taxes (A) that are not yet due and payable, or (B) which are being contested in good faith by appropriate Proceedings and for which adequate reserves have been established in accordance with GAAP; (iii) Liens arising under Assumed Contracts; (iv) Liens arising by, through or under Buyer or its Affiliates; (v) easements, covenants, rights of way, restrictions, leases and other encumbrances that have not, in the aggregate, materially interfered with the use, operation and maintenance of the Yards Facility as currently operated by or for the benefit of Seller; (vi) Laws relating to land use and zoning affecting the Real Property; (vii) other imperfections of title or encumbrances, if any, that have not, in the aggregate, materially interfered with the use, operation and maintenance of the Yards Facility as currently operated by or for the benefit of Seller and (viii) Liens arising by, through or under PSEG or its Affiliates.

Capitalized terms used but not defined in this Exhibit B have the meanings ascribed to them in that certain Asset Purchase Agreement dated April 6, 2020, by and between Grantor and Grantee, as may be amended, supplemented or otherwise modified from time to time.

EXHIBIT C

METES & BOUNDS DESCRIPTION

[See Attached]

PARCEL 1: FEE SIMPLE

THE LAND CONVEYED TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY, BY DEED FROM JERSEY CENTRAL POWER & LIGHT COMPANY, DATED JUNE 7, 1965 AND RECORDED JUNE 8, 1965 IN DEED BOOK 467 AT PAGE 563.

EXCEPTING THEREOUT AND THEREFROM THE LAND CONVEYED TO THE STATE OF NEW JERSEY BY DEED FROM JERSEY CENTRAL POWER & LIGHT COMPANY AND PUBLIC SERVICE ELECTRIC AND GAS COMPANY, DATED JUNE 25, 1969 AND RECORDED SEPTEMBER 17, 1969 IN DEED BOOK 507 PAGE 736.

TOGETHER WITH THE LAND CONVEYED TO JERSEY CENTRAL POWER & LIGHT COMPANY AND PUBLIC SERVICE ELECTRIC AND GAS COMPANY, BY DEED FROM WALTER J. LINABERRY AND EUNICE LINABERRY, HIS WIFE AND, PEARL LINABERRY, SINGLE AND BERTHA LINABERRY, SINGLE, DATED APRIL 4, 1973, RECORDED APRIL 4, 1973 IN DEED BOOK 539, PAGE 135.

EXCEPTING THEREOUT AND THEREFROM THE LAND CONVEYED TO THE GEORGE WASHINGTON COUNCIL, BOY SCOUTS OF AMERICA, BY DEED FROM JERSEY CENTRAL POWER & LIGHT COMPANY AND PUBLIC SERVICE ELECTRIC AND GAS COMPANY, DATED NOVEMBER 27, 1981 AND RECORDED DECEMBER 24, 1981 IN DEED BOOK 786 PAGE 188.

EXCEPTING THEREOUT AND THEREFROM THE LAND CONVEYED TO THE UNITED STATES OF AMERICA FROM PSEG FOSSIL, LLC AND JERSEY CENTRAL POWER & LIGHT COMPANY, DATED NOVEMBER 1, 2007, RECORDED NOVEMBER 27, 2007 IN DEED BOOK 2182 PAGE 252.

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND AND PREMISES SITUATE, LYING, AND BEING IN THE TOWNSHIPS OF BLAIRSTOWN AND PAHAQUARRY, COUNTY OF WARREN, AND STATE OF NEW JERSEY:

BEGINNING AT A CORNER COMMON TO LANDS OF JERSEY CENTRAL POWER & LIGHT COMPANY, LANDS FORMERLY OF WILLIAM R. CAIN, ET UX., NOW PUBLIC SERVICE ELECTRIC AND GAS COMPANY, AND LANDS OF CATHERINE M. BRENNAN IN THE BED OF A PUBLIC ROAD LEADING FROM MOUNT VERNON TO FRANKLIN GROVE; THENCE THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN LANDS OF JERSEY CENTRAL POWER & LIGHT COMPANY AND LANDS OF CATHERINE M BRENNAN;

1. S42°05'07"E, A DISTANCE OF 429.97 FEET;
 2. THENCE, N48°31'34"E, A DISTANCE OF 26.99 FEET;
- THENCE, S09°23'46"E, A DISTANCE OF 799.19 FEET;
THENCE, S33°45'38"W, A DISTANCE OF 4650.58 FEET;
THENCE, S53°29'35"W, A DISTANCE OF 1157.23 FEET;
THENCE, S17°51'13"W, A DISTANCE OF 465.81 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CONRAD SMITH ROAD;

THENCE, S89°37'59"W, ALONG THE NORTH RIGHT OF WAY LINE OF CONRAD SMITH ROAD, A DISTANCE OF 711.93 FEET;

THENCE, 51°55'11"W, A DISTANCE OF 1440.34 FEET;

THENCE, S42°14'03"E, A DISTANCE OF 1216.74 FEET;

THENCE, S25°20'01"W, A DISTANCE OF 1353.80 FEET;

THENCE, N38°42'18"W, A DISTANCE OF 1496.15 FEET;

THENCE, S46°01'31"W, A DISTANCE OF 687.04 FEET TO A POINT IN MOUNT VERNON ROAD;

THENCE, NORTHWESTERLY ALONG MOUNT VERNON ROAD THE FOLLOWING NINE COURSES AND DISTANCES:

1. N41°20'23"W, A DISTANCE OF 174.41 FEET;

2. THENCE, N55°29'50"W, A DISTANCE OF 253.95 FEET;

3. THENCE, N68°53'10"W, A DISTANCE OF 154.95 FEET;

4. THENCE, N38°42'18"W, A DISTANCE OF 34.00 FEET;

5. THENCE, S45°13'00"W, A DISTANCE OF 27.86 FEET;

6. THENCE, S87°15'52"W, A DISTANCE OF 87.60 FEET;

7. THENCE, S82°53'53"W, A DISTANCE OF 187.95 FEET;

8. THENCE, N79°12'55"W, A DISTANCE OF 316.97 FEET;

9. THENCE, N51°27'03"W, A DISTANCE OF 461.09 FEET TO A POINT IN WALNUT VALLEY ROAD;

THENCE ALONG WALNUT VALLEY ROAD THE FOLLOWING TWO COURSES AND DISTANCES:

1. S42°14'54"W, A DISTANCE OF 100.00 FEET;

2. THENCE, S55°08'27"W, A DISTANCE OF 46.30 FEET;

THENCE N53°12'40"W, A DISTANCE OF 217.51 FEET;

THENCE, S38°23'57"W, A DISTANCE OF 178.52 FEET;

THENCE, N34°57'58"W, A DISTANCE OF 1522.13 FEET TO A POINT BEING DESIGNATED AS

"POINT A"; THENCE S38°38'55"W, A DISTANCE OF 664.05 FEET;

THENCE, N39°42'22"W, A DISTANCE OF 923.08 FEET;

THENCE, N40°09'44"E, A DISTANCE OF 863.72 FEET TO A POINT BEING DESIGNATED AS "POINT B";

THENCE, N89°45'06"W, A DISTANCE OF 909.22 FEET;

THENCE, S53°43'32"W, A DISTANCE OF 2424.35 FEET;

THENCE, N62°32'47"W, A DISTANCE OF 1462.40 FEET;

THENCE, N89°50'27"W, A DISTANCE OF 2749.59 FEET;

THENCE, 61°20'21"W, A DISTANCE OF 796.08 FEET;

THENCE, N89°50'42"W, A DISTANCE OF 300.96 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN DEED BOOK 507, PAGE 736, RECORDED IN THE WARREN COUNTY CLERK'S OFFICE;

THENCE, N00°09'18"E, ALONG THE EAST LINE OF SAID DEED BOOK 507, PAGE 736, A DISTANCE OF 1417.80 FEET;

THENCE, RUN EASTERLY ALONG LANDS DESCRIBED IN DEED BOOK 2182, PAGE 252, RECORDED IN THE WARREN COUNTY CLERK'S OFFICE, THE FOLLOWING FOURTEEN COURSES AND DISTANCES:

1. N67°09'15"E, A DISTANCE OF 1232.19 FEET;

2. THENCE, N18°15'09"E, A DISTANCE OF 409.36 FEET;

3. THENCE, N61°08'49"E, A DISTANCE OF 603.73 FEET;

4. THENCE, N71°19'18"E, A DISTANCE OF 801.06 FEET;

5. THENCE, N75°27'32"E, A DISTANCE OF 376.03 FEET;
6. THENCE, N85°50'45"E, A DISTANCE OF 88.03 FEET;
7. THENCE, N69°39'50"E, A DISTANCE OF 178.29 FEET;
8. THENCE, N47°36'17"E, A DISTANCE OF 79.54 FEET;
9. THENCE, N62°22'07"E, A DISTANCE OF 70.83 FEET;
10. THENCE, N75°26'06"E, A DISTANCE OF 231.70 FEET;
11. THENCE, S85°51'06"E, A DISTANCE OF 224.99 FEET;
12. THENCE, N87°50'45"E, A DISTANCE OF 57.36 FEET;
13. THENCE, S74°20'27"E, A DISTANCE OF 160.45 FEET;
14. THENCE, N67°09'15"E, A DISTANCE OF 1679.29 FEET;
THENCE S52°09'42"E, A DISTANCE OF 1850.70 FEET;
THENCE, S34°59'42"E, A DISTANCE OF 1810.15 FEET;
THENCE, S00°14'54"W, A DISTANCE OF 636.98 FEET TO A POINT LYING N38°23'11"E, A
DISTANCE OF 145.20 FEET FROM THE AFORESAID DESIGNATED "POINT B";
THENCE, N40°09'44"E, A DISTANCE OF 1180.92 FEET;
THENCE, S63°23'23"E, A DISTANCE OF 333.26 FEET;
THENCE, N00°25'35"W, A DISTANCE OF 1222.85 FEET;
THENCE, N27°55'04"E, A DISTANCE OF 97.68 FEET;
THENCE S01°26'32"E, A DISTANCE OF 1157.87 FEET;
THENCE N63°19'49"E, A DISTANCE OF 6315.75 FEET;
THENCE N48°29'41"E, A DISTANCE OF 2759.44 FEET;
THENCE, S17°43'40"E, A DISTANCE OF 211.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY
LINE OF GAISLER ROAD, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE
SOUTHEASTERLY HAVING A RADIUS OF 80.00 FEET, A CHORD BEARING AND DISTANCE OF
S84°30'39"E, 113.14 FEET;
THENCE, RUN SOUTHERLY, EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE AND
SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 270°00'00", AN ARC LENGTH OF
376.99 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GAISLET ROAD AND TO THE
POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 30.00,
A CHORD BEARING AND DISTANCE OF N05°29'21"E, 42.43 FEET;
THENCE, RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE,
THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET;
THENCE, N50°29'21"E, ALONG THE SOUTH RIGHT OF WAY LINE OF GAISLET ROAD, A DISTANCE
OF 406.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,460,781 SQUARE FEET OR 1319.123 ACRES, MORE OR LESS.

LESS AND EXCEPT THE THAT PORTION OF LAND REFERENCED AS "PART G" THE "KITTATINNY
SUBSTATION" RESERVED IN THAT CERTAIN DEED TO PUBLIC SERVICE ELECTRIC AND GAS
COMPANY, FROM JERSEY CENTRAL POWER & LIGHT COMPANY, DATED JUNE 7, 1965 AND
RECORDED JUNE 8, 1965 IN THE WARREN COUNTY CLERK'S OFFICE IN DEED BOOK 467 AT PAGE
563 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE, RETURNING TO DESIGNATED POINT "A" AND RUNNING N82°08'11"E, A DISTANCE OF 700.64 FEET TO THE POINT OF BEGINNING;
THENCE, N75°12'34"E, A DISTANCE OF 862.97 FEET;
THENCE, S17°18'16"E, A DISTANCE OF 26.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1279.70 FEET, A CHORD BEARING AND DISTANCE OF S13°54'16"E, 98.89 FEET;
THENCE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°25'43", AN ARC LENGTH ON 98.91 FEET;
THENCE, S12°49'46"E, A DISTANCE OF 250.25 FEET TO THE POINT OF CURVEATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 233.49 FEET, A CHORD BEARING AND DISTANCE OF S00°40'01"W, 108.89 FEET;
THENCE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°58'07", AN ARC LENGTH OF 109.90 FEET;
THENCE, S75°12'34"W, A DISTANCE OF 825.00 FEET;
THENCE, N14°47'26"W, A DISTANCE OF 480.00 FEET TO THE POINT OF BEGINNING

CONTAINING 411,047 SQUARE FEET OR 9.436 ACRES, MORE OR LESS.

THE TOTAL AREA MINUS THE EXCEPTION AREA IS 57,049,734 SQUARE FEET OR 1309.687 ACRES, MORE OR LESS.

PARCEL 2: EASEMENT

TOGETHER WITH THE NON-EXCLUSIVE BENEFICIAL EASEMENTS RIGHTS RESERVED IN THAT CERTAIN DEED TO THE GEORGE WASHINGTON COUNCIL, BOY SCOUTS OF AMERICA, BY DEED FROM JERSEY CENTRAL POWER & LIGHT COMPANY AND PUBLIC SERVICE ELECTRIC AND GAS COMPANY, DATED NOVEMBER 27, 1981 AND RECORDED DECEMBER 24, 1981 IN DEED BOOK 786 PAGE 188; AS MODIFIED BY THE DEED OF RELEASE TO CENTRAL JERSEY COUNCIL, BOY SCOUTS OF AMERICA, THE SURVIVOR AND SUCCESSOR IN AND BY 1999 MERGER TO THE FORMER GEORGE WASHINGTON COUNCIL, BOY SCOUTS OF AMERICA, FROM PSEG FOSSIL, LLC, SUCCESSOR TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND JERSEY CENTRAL POWER & LIGHT COMPANY, DATED OCTOBER 25, 2017 AND RECORDED APRIL 12, 2018 IN DEED BOOK 2850, PAGE 147; AS MODIFIED UNDER DEED OF DONATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, FROM CENTRAL JERSEY COUNCIL, BOY SCOUTS OF AMERICA, THE SURVIVOR AND SUCCESSOR IN AND BY 1999 MERGER TO THE FORMER GEORGE WASHINGTON COUNCIL, BOY SCOUTS OF AMERICA, DATED APRIL 5, 2018 AND RECORDED APRIL 12, 2018 IN DEED BOOK 2850, PAGE 199; AS MODIFIED BY THE DEED TO JERSEY CENTRAL POWER & LIGHT COMPANY FROM CENTRAL JERSEY COUNCIL, BOY SCOUTS OF AMERICA, THE SURVIVOR AND SUCCESSOR IN AND BY 1999 MERGER TO THE FORMER GEORGE WASHINGTON COUNCIL, BOY SCOUTS OF AMERICA, DATED APRIL 5, 2018 AND RECORDED APRIL 12, 2018 IN DEED BOOK 2850, PAGE 212.

PARCEL 3: FEE SIMPLE

THE LAND CONVEYED TO JERSEY CENTRAL POWER & LIGHT COMPANY AND PUBLIC SERVICE ELECTRIC AND GAS COMPANY, BY DEED FROM ROLAND W. CHAMBERLAIN AND CARRIE A. CHAMBERLAIN HIS WIFE, DATED OCTOBER 20, 1966 AND RECORDED OCTOBER 20, 1966 IN DEED BOOK 480, PAGE 513; AND BEING MORE PARTICULARLY DESCRIBED, AS THEREIN, BELOW:

BEGINNING AT A CORNER FORMED BY THE INTERSECTION OF THE DIVIDING LINE BETWEEN LANDS OF ROLAND W. CHAMBERLAIN, et ux., AND THE LANDS NOW OR FORMERLY JOHN R. SWARTZ WITH THE PRESENT EASTERLY LINE OF WALNUT VALLEY ROAD, AS SAID WALNUT VALLEY ROAD IS RELOCATED; THENCE

(1) NORTHWESTERLY ALONG SAID EASTERLY LINE OF WALNUT VALLEY ROAD ON A CURVE TO THE RIGHT HAVING A RADIUS OF 925 FEET (CHORD OF WHICH BEARS NORTH 18°48' WEST, 198.33 FEET) AN ARC DISTANCE OF 198.71 FEET TO A CORNER IN THE DIVIDING LINE BETWEEN LANDS NOW OR FORMERLY OF ROLAND W. CHAMBERLIAN, et ux. AND LANDS NOW OR FORMERLY OF WILLIAM T. POSEY; THENCE

(2) NORTH 38°58' EAST ALONG THE LAST MENTIONED DIVIDING LINE BETWEEN LANDS, 91.80 FEET TO A CORNER COMMON TO LANDS NOW OR FORMERLY OF ROLAND W. CHAMBERLAIN, et ux., LANDS NOW OR FORMERLY OF WILLIAM T. POSEY, AND LANDS NOW OR FORMERLY OF JOHN R. SCHWARTZ; THENCE THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN LANDS OF ROLAND W. CHAMBERLAIN, et ux. AND LANDS NOW OR FORMERLY OF JOHN R. SCHWARTZ

(3) SOUTH 77°32' EAST, 120.02 FEET TO A CORNER

(4) SOUTH 25°28' WEST, 258.33 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 23,508 SQUARE FEET OF LAND OR 0.540 ACRES, MORE OR LESS.

EXHIBIT 2

Bill of Sale

BILL OF SALE

Yards Creek

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions of that certain Asset Purchase Agreement dated as of April 6, 2020 (the “*Asset Purchase Agreement*”) by and between Jersey Central Power & Light Company, a New Jersey corporation (“*Seller*”) and Yards Creek Energy, LLC, a Delaware limited liability company (“*Buyer*” and, together with Seller, the “*Parties*”), the Seller hereby unconditionally and irrevocably sells, conveys, transfers, assigns and delivers to Buyer, its successors and assigns forever, all of Seller’s right, title and interest in, to and under the Purchased Assets pursuant to this bill of sale, dated as of March 5, 2021 (this “*Bill of Sale*”), and subject to the terms of the Asset Purchase Agreement, including Section 2.01 thereof, free and clear of all Liens other than Permitted Liens, TO HAVE AND TO HOLD the Purchased Assets with all appurtenances thereto.

A. Undefined capitalized terms herein are defined in the Asset Purchase Agreement.

B. Notwithstanding anything to the contrary contained herein, none of the Excluded Assets shall be included in the Purchased Assets.

C. This Bill of Sale shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

D. This Bill of Sale is being executed solely pursuant to the Asset Purchase Agreement to give effect to the transactions contemplated by the Asset Purchase Agreement. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

E. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Buyer and its successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements in this instrument shall be for the sole and exclusive benefit of Buyer and its successors and assigns.

F. At any time or from time to time, at Buyer’s request and without further consideration (but without any requirement that Seller expend any out of pocket funds), Seller shall execute and deliver to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Buyer may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign the Purchased Assets to Buyer.

G. The provisions of Article 12 of the Asset Purchase Agreement are hereby incorporated into this Bill of Sale, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, this Bill of Sale is being executed and delivered by Seller as of the date first written above.

**JERSEY CENTRAL POWER & LIGHT
COMPANY**


By:  KAS
Name: James V. Fakult
Title: President

EXHIBIT 3
Termination Agreement

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this “**Agreement**”) is entered into as of March 5, 2021 (the “**Effective Date**”), by and among PSEG Fossil LLC (as successor-in-interest to Public Service Electric and Gas Company, “**PSEG**”), a Delaware limited liability company; Jersey Central Power & Light Company (“**JCP&L**”), a New Jersey corporation; and Yards Creek Energy, LLC (“**YCE**”, and together with JCP&L and PSEG, the “**Parties**”), a Delaware limited liability company. Capitalized terms used but not defined in this Agreement shall have the respective meanings assigned to such terms in the Development Agreement (as defined below).

RECITALS

WHEREAS, reference is made to that certain agreement dated as of December 30, 1964 by and among PSEG, YCE (as successor-in-interest, solely with respect to the Yards Facilities from and after September 8, 2020, to PSEG) and JCP&L, as amended by Amendment No. 1 thereof, dated July 8, 2020, and Amendment No. 2 thereof, dated September 8, 2020 (as amended, the “**Development Agreement**”);

WHEREAS, reference is made to that certain Asset Purchase Agreement, dated February 23, 2020, by and between PSEG and YCE (as amended, the “**PSEG APA**”);

WHEREAS, reference is made to that certain Asset Purchase Agreement, dated April 6, 2020, between JCP&L and YCE (as amended, the “**JCP&L APA**”);

WHEREAS, reference is made to that certain Standstill Agreement, dated as of February 21, 2020, by and among the Parties;

WHEREAS, reference is made to that certain New Jersey Board of Public Utilities Order dated October 28, 2020 in BPU Docket No. EM20050343 wherein the Development Agreement is referred to as the “1964 Agreement”; and

WHEREAS, the Parties desire to terminate the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

AGREEMENT

1. Termination of the Agreement. As of the Effective Date, the Parties agree that (a) the Development Agreement, also known as the 1964 Agreement, is hereby terminated without liability to any Party and of no further force or effect and (b) no Party nor any of their respective affiliates or successors in interest shall have any further rights or obligations under the Development Agreement.

2. Representations and Warranties. Each of the Parties hereto represents and warrants that it has power and legal authority to execute and deliver this Agreement, and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance.

3. Miscellaneous.

(a) This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, proposals, undertakings, understandings and agreements, either oral or written, with respect thereto; provided, that notwithstanding anything to the contrary herein, (i) as between JCP&L and YCE, the JCP&L APA is unaffected hereby, (ii) as between PSEG and YCE, the PSEG APA is unaffected hereby and (iii) as among the Parties, the Standstill Agreement is unaffected hereby.

(b) THIS AGREEMENT SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS.

(c) This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of all Parties, but all of which counterparts when taken together will constitute one and the same agreement. Counterpart signature pages to this Agreement may be delivered by facsimile or electronic delivery, including by email of a .pdf signature page, and each such counterpart signature page will constitute an original for all purposes.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the undersigned have caused their duly their duly authorized officers to execute and deliver this Agreement as of the date first written above.

YARDS CREEK ENERGY, LLC

By: 
Name: ERNEST KIM
Title: Managing Director

**JERSEY CENTRAL POWER & LIGHT
COMPANY**

By: 
Name: James V. Fakult
Title: President



PSEG FOSSIL LLC


By: 
Name: Timothy P. Pellegrin
Title:

EXHIBIT 4

**Letter to Kimberly D. Bose dated March 9,
2021 re: Notification of Consummation of
March 5, 2021 Sale of JCP&L's interest in
the Yards Creek Facility to Yards Creek
Energy, LLC**



March 9, 2021

VIA eFILING

Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: *Jersey Central Power & Light Company and Yards Creek Energy, LLC*
Notification of Consummation, Docket No. EC20-65-000

Dear Secretary Bose:

In accordance with Ordering Paragraph (G) of the October 8, 2020 order of the Federal Energy Regulatory Commission (the “Commission”) issued in this proceeding,¹ Yards Creek Energy, LLC and Jersey Central Power & Light Company hereby notify the Commission that the transaction approved in that order was consummated on March 5, 2021.

If you need any additional information, please do not hesitate to contact the undersigned.

Very truly yours,

/s/ Neil L. Levy

Neil L. Levy
David G. Tewksbury

Counsel for **Yards Creek Energy, LLC**

cc: Official service list

¹ *Jersey Central Power & Light Company and Yards Creek Energy, LLC*, 173 FERC ¶ 61,025 at Ordering Paragraph (G) (2020).

EXHIBIT 5

**Accounting Entries for March 5, 2021 Sale of
JCP&L's Interest in Yards Creek Facility with
Expense of Sale data, each as of April 5, 2021**

Sale of Yards Creek Pumped Storage Station
Transaction Close: March 5, 2021
Accounting Entries as of April 5, 2021 (Subject to Working Capital True-Up)

Purchase Price	\$ 155,000,000
Working capital true up ¹	-
Scheduled ongoing work adjustment ²	-
Base Residual Auction Adjustment ³	-
Cost to sell (Not to Exceed \$1,500,000)	<u>(1,377,948)</u>
Net Purchase Price	153,622,052
Carrying Value	
101 - Electric Plant In Service	72,132,324
105 - Electric Plant Held for Future Use	58,624
107 - Construction Work In Progress - Electric	52,550
108 - Acc. Provision for Depreciation	(25,960,561)
111 - Acc. Provision for Amort. Of Electric Utility Plant	(1,665,287)
230 - Asset Retirement Obligations	<u>(45,137)</u>
Carrying Value	44,572,513
Gain on Disposition of Property	109,049,539
Income tax offset per Order⁴	<u>111,084</u>
Gain on Disposition of Property - Net	108,938,455
Reduction of Deferred Storm-Related Regulatory Asset	<u>(108,938,455)</u>
Net Book Gain	<u>\$ -</u>
Income Taxes	
Current Taxes - Yards Creek	
Income Taxes - Federal	\$ 25,432,471
Income Taxes - Other	<u>11,560,105</u>
Current income taxes payable on Yards Creek sale	36,992,576
Deferred - Yards Creek	
Provision for Deferred Income Taxes	377,538
Provision for Deferred Income Taxes - Credit	<u>(6,605,205)</u>
Deferred income tax credit on Yards Creek sale	(6,227,667)
Deferred - Reduction of Storm-Related Regulatory Asset	
Provision for Deferred Income Taxes	2,061,036
Provision for Deferred Income Taxes - Credit	<u>(32,714,861)</u>
Deferred income tax credit - Storm Regulatory Asset	(30,653,825)
Total Book Income Tax Expense	<u>\$ 111,084</u>

1 - Per Section 2.06 (b) of the Asset Purchase Agreement, adjustments will be determined 90 days after the March 5, 2021 closing date (June 3, 2021).

2 - All work was completed prior to closing of the transaction.

3 - No BRA adjustment due to no auction being held prior to closing of the transaction.

4 - Per State of New Jersey Board of Public Utilities Order Approving Sale of Generating Station; Docket No. EM20050343, October 28, 2020.

Sale of Yards Creek Pumped Storage Station
Cost to Sell

Category	Total
Transfer Tax and Filing Fees	\$ 55,081.20
Internal Labor	175,261.41
Outside Legal	<u>1,147,605.38</u>
	\$ 1,377,947.99

EXHIBIT 6

**Board Order Dated October 28, 2020
Approving the YC Sale to Yards Creek Energy LLC**



Agenda Date: 10/28/20
Agenda Item: 2A

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

ENERGY

IN THE MATTER OF THE VERIFIED PETITION)	ORDER APPROVING SALE OF
OF JERSEY CENTRAL POWER AND LIGHT)	GENERATION STATION
COMPANY SEEKING (a) APPROVAL OF THE)	
SALE OF ITS OWNERSHIP INTEREST IN THE)	
YARDS CREEK GENERATING STATION)	
PURSUANT TO N.J.S.A. 48:3-7, (b) WAIVER OF)	
THE ADVERTISING. REQUIREMENT OF N.J.A.C.)	
14:1-5.6(b), (c) A SPECIFIC DETERMINATION)	
ALLOWING THE YARDS CREEK GENERATING)	
STATION TO BE AN ELIGIBLE FACILITY)	
PURSUANT TO SECTION 32 OF THE PUBLIC)	
UTILITY HOLDING COMPANY ACT OF 1935)	
UNDER THE PUBLIC UTILITY HOLDING)	
COMPANY ACT OF 2005, (d) TO THE EXTENT)	
NECESSARY, A DETERMINATION OF)	
COMPLIANCE WITH, OR THE NON-)	
APPLICABILITY OR WAIVER OF, THE AUCTION)	
STANDARDS UNDER THE BOARD'S 1998)	
ORDER ADOPTING AUCTION STANDARDS)	
UNDER N.J.S.A. 48:3-59(b)., AND (e) OTHER)	
RELATED RELIEF)	DOCKET NO. EM20050343

Parties of Record:

Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel
Michael J. Connolly, Esq. on behalf of Jersey Central Power and Light Company

BY THE BOARD:

On May 6, 2020, Jersey Central Power and Light Company (“JCP&L” or “Company”) filed a petition with the New Jersey Board of Public Utilities (“Board”), pursuant to N.J.S.A. 48:3-7 and N.J.A.C. 14:1-5.6, seeking approval of the sale of its 50% undivided ownership interest (“JCP&L Interest”) in the Yards Creek Generation Station (“Yards Creek Facility”) to Yards Creek Energy, LLC (“YCE” or “Buyer”) for a purchase price of \$155 million (“Petition”).

BACKGROUND

The Yards Creek Generation Station, located in Blairstown and Hardwick Townships in Warren County, is a 420 megawatt (“MW”) pumped-storage hydro facility that began commercial operation in 1965. Pursuant to a Board Order dated March 4, 1965, as amended on March 10, 1965 in BPU Docket No. 651-55, the Company and Public Service Electric and Gas Company (“PSE&G”) were the owners of 50% undivided interests in the Yards Creek Facility.¹ The ownership arrangement between JCP&L and PSE&G is governed by an agreement entered into by JCP&L and PSE&G in 1964 (“1964 Agreement”).

Section 5 of the 1964 Agreement contains a preferential right such that in the event either party desired to sell its interest or any part thereof, the other party has a preferential right to purchase the interest of the other party at the depreciated original cost thereof (“Preferential Right”).

Between 1997 and 2020, the parties to the 1964 Agreement had been in dispute regarding the Preferential Right. The dispute led to a December 15, 1998 filing by JCP&L of a Supplemental Petition in BPU Docket No. 651-55, and a Verified Petition in BPU Docket No. EM98121463.² In the 1998 Proceeding, JCP&L requested that the Board enter a declaratory order pursuant to N.J.S.A. 52:14B-8 regarding certain issues in dispute between JCP&L and PSE&G regarding the Preferential Right to purchase JCP&L’s interest contained in the 1964 Agreement. JCP&L requested that the Board determine that (i) absent the approval of the Board, PSE&G may not purchase JCP&L’s interest in Yards Creek at depreciated original cost, (ii) if such approval were to be sought, the Board would not grant it, and (iii) any purported Preferential Right to purchase JCP&L’s interest contained in the 1964 Agreement is null and void, as against public policy and contrary to the best interest of JCP&L’s customers. On February 4, 1999, PSE&G filed a Verified Answer in the 1998 Proceeding, admitting some, denying some, and taking no position on some of the assertions in JCP&L’s Verified Petition, and asserting several affirmative defenses.

¹ In re the Petition of Jersey Central Power and Light Company: (1) Grant and Convey to Public Service Electric and Gas Company a Certain Right of Way and Easement for Electric Transmission Lines Affecting Certain Lands in the Township of Blairstown, Warren County, New Jersey, for the Sum of \$13,574; and (2) to Transfer and Convey to Public Service Electric and Gas Company an Undivided Interest in and Certain Property, Rights and Interests for a Pumped Storage Electric Generating Project Adjacent to the Delaware River Near Tocks Island, Pahaquarry Township, Warren County, New Jersey, and Adjacent to yards Creek in the Township of Blairstown and in the Township of Pahaquarry, Warren County, New Jersey for a Base Price of \$10,735,237.78 Plus Additions and Interest During Construction from December 1, 1964 to the Date of Conveyance, BPU Docket NO. 651-55, (March 4, 1965; amended March 10, 1965), (“1965 Order”). PSE&G subsequently transferred its generation assets to PSEG Fossil LLC (“PSEG”). The transfer of PSE&G’s generation assets to PSEG was approved by the Board in 1999, in a decision upheld by the Supreme Court of New Jersey in 2001. PSEG is the successor in interest to the 1964 Agreement. The transfer of PSE&G’s generation assets to PSEG was approved by the Board in 1999, in a decision upheld by the Supreme Court of New Jersey in 2001.

² In re Jersey Central Power & Light Company d/b/a GPU Energy, Petitioner vs. Public Service Electric and Gas Company, BPU Docket No. EM98121463, (“1998 Proceeding”).

On January 17, 2020, JCP&L and PSEG arrived at a resolution and executed a stipulation of settlement (“SOS”), which JCP&L filed with the Board on February 21, 2020. By Order dated March 27, 2020, the Board approved the SOS which allowed JCP&L the ability to seek to sell its interest in the Yards Creek facility.³ PSEG announced that it had reached an agreement to sell the PSEG interest on February 28, 2020.

Petition

On April 6, 2020, the Company and Buyer entered into an Asset Purchase Agreement (“APA”) for the transfer and sale of the JCP&L 50% undivided ownership interest (“JCP&L Interest”) in the Yards Creek Facility. In the Petition, JCP&L sought approval to sell the JCP&L Interest to YCE for a purchase price of \$155 million. JCP&L asserted that, based upon the sale benefits and process, the purchase price is the full fair market value for the JCP&L Interest. Additionally, due to the relative uncertainty in the capacity market, JCP&L concluded that engaging in an advertising process to solicit further interest in the JCP&L Interest in the Yards Creek Facility will not likely yield a better financial outcome and rather risk the proposed transaction. Accordingly, JCP&L also requested a waiver of the advertising requirements, pursuant to N.J.A.C. 14:1-5.6(b), asserting that a waiver will not compromise the ability of the Company to render safe, adequate, and proper service.

On its balance sheet, through March 31, 2020, JCP&L currently has an outstanding under recovered deferred storm-related regulatory asset balance for storm costs of approximately \$305 million. As an alternative to splitting the gain between ratepayers and shareholders, JCP&L requested that the Board apply the entire net proceeds of approximately \$109.1 million from the proposed sale to reduce the deferred storm-related regulatory asset balance consistent with the directives of the JCP&L Restructuring Order⁴. The Company proposed to add the \$0.3 million net income tax obligation to the amounts to be deducted from the net purchase price.

The APA requires JCP&L to obtain an order from the Board determining that the JCP&L Interest qualifies as an Exempt Wholesale Generator (“EWG”) which will benefit customers, is in the public interest, and does not violate State law. JCP&L requested a determination that the JCP&L Interest in the Yards Creek Facility is an “eligible facility” under the Public Utility Holding Company Act of 2005. Certain electricity generators may apply to the Federal Energy Regulatory Committee (“FERC”) to qualify for EWG status. JCP&L and PSEG filed an application with FERC for approval and transfer of ownership of the Yards Creek Facility on May 6, 2020, with an anticipated approval date around July 2020.⁵

³ In re the Petition of Jersey Central Power and Light Company: (1) Grant and Convey to Public Service Electric and Gas Company a Certain Right of Way and Easement for Electric Transmission Lines Affecting Certain Lands in the Township of Blairstown, Warren County, New Jersey, for the Sum of \$13,574; and (2) to Transfer and Convey to Public Service Electric and Gas Company an Undivided Interest in and Certain Property, Rights and Interests for a Pumped Storage Electric Generating Project Adjacent to the Delaware River Near Tocks Island, Pahaquarry Township, Warren County, New Jersey, and Adjacent to yards Creek in the Township of Blairstown and in the Township of Pahaquarry, Warren County, New Jersey for a Base Price of \$10,735,237.78 Plus Additions and Interest During Construction from December 1, 1964 to the Date of Conveyance, BPU Docket No. 651-55 AND In re Jersey Central Power and Light Company d/b/a GPU Energy, Petitioner vs. Public Service Electric and Gas Company, BPU Docket No. EM98121463, Order dated March 27, 2020.

⁴ Final Decision and Order, March 7, 2001, IMO Jersey Central Power and Light Company d/b/a GPU Energy – Rate Unbundling, Stranded Cost and Restructuring Filings, BPU Docket Nos. EO97070458, EO97070459 and EO97070460 (the “JCP&L Restructuring Order”).

⁵ By Order dated July 30, 2020, FERC partially approved the transfer of license.

The Board's 1998 Auction Standards Order provided auction standards applicable to the asset sales "resulting from the planned divestitures" of New Jersey electric distribution companies' generation assets. The Yards Creek Facility was not part of the Company's divestiture process in the late 1990s. JCP&L stated that the Yards Creek Facility is the only remaining generation station owned by the Company and, given its joint ownership and the terms of the 1964 Agreement and the related dispute leading to the SOS therefore, it was never a reasonable candidate for an auction process. JCP&L asserted that the proposed sale is not a "planned divestiture" and therefore, the Company does not believe the Board's 1998 Auction Standards Order applies to the proposed sale. JCP&L requested that the Board make a determination of compliance with, or the non-applicability or waiver of, the auction standards.

The amended and restated Section 5 of the 1964 Agreement indicated that in the event either party, JCP&L or PSEG, decides to sell its interest, the other party shall have a preferential right to purchase at the depreciated original cost thereof at the effective date. In this case, from and after the sale of the JCP&L Interest, the 1964 Agreement would be on no further force or effect. Accordingly, JCP&L requested that the Board authorize the termination of the 1964 Agreement upon the consummation of the sale of the JCP&L Interest.

Rate Counsel Comments

By correspondence dated September 23, 2020, the New Jersey Division of Rate Counsel ("Rate Counsel") submitted comments on the petition. In its comments, Rate Counsel indicated that it does not object to the sale and the Company's request for a waiver of the advertising requirements required by N.J.A.C. 14:1-5.6(b) and the Board's Auction Standard. Additionally, Rate Counsel does not object to the Board deeming the facility as an EWG. Further, Rate Counsel indicated that it agrees that the Yards Creek sale price represents fair market value. (Rate Counsel Comments at 6).

Rate Counsel noted that under the Board's regulations there are certain conditions that must be met by a public utility prior to the sale of property valued over \$500,000, including that the property must be advertised for sale, presumably to obtain the best price possible. (Ibid.) Rate Counsel further noted that waiver of the advertising requirement is permitted only for specific circumstances pursuant to the Board's regulations. Rate Counsel asserted that the Petition did not address the requirements regarding whether the subject property is no longer used or useful for utility purposes, and whether there is no prospective use of the property for utility purposes or no other likely prospective purchaser. (Id. at 7). Pursuant to N.J.A.C 14:1-1.2(b)1, the Board has the authority to relax or permit deviation from the Board regulation for good cause shown. Rate Counsel stated that although the subject property is used and useful for utility purposes, it recognizes the unique nature of the transaction. Due to the unique ownership structure of the Yards Creek Facility and the fact that the sales price for the property is reasonable and represents fair market value, Rate Counsel does not object to the waiver of the advertising requirement. (Id. at 7 to 8).

Similarly, with respect to the Board's Auction Standards, Rate Counsel stated that it does not agree that the standards do not apply in this case, but the Board can waive its applicability in the present proceeding. (Id. at 8). Rate Counsel agreed that the sales price appears to represent market price and may be the best offer that JCP&L can reasonable expect. (Id. at 9). However, Rate Counsel asserted that one requirement in the Auction Standards should be applied. Rate Counsel requested that the Board permit Rate Counsel and Board Staff ("Staff") to review the final accounting of the sale and the calculation of the net proceeds in order to ensure that the fees and costs netted from the sales price are reasonably managed. (Ibid.)

Additionally, Rate Counsel did not object to utilizing the net proceeds of this transaction to offset the storm-related regulatory balance, and recommends that the disposition of the proceeds be addressed in the JCP&L Base Rate Case currently before the Board in Docket No. ER20020146.⁶ (Id. at 14).

JCP&L Reply Comments

By correspondence dated September 25, 2020, JCP&L submitted reply comments. The Company noted Rate Counsel's request that the Board permit Rate Counsel and Staff to review the final accounting of the sale and calculation of the net proceeds in order to ensure that the fees, net plant and costs netted from the sales price are reasonably managed. (JCP&L Reply Comments at 3). Understanding the time frame for the true-up of trade accounts as set forth in the APA, JCP&L does not object to Rate Counsel's request. (Ibid.)

DISCUSSION AND FINDINGS

After careful review and consideration of the petition, exhibits, discovery and comments submitted in this matter, the Board **HEREBY FINDS** that the sale of the Yards Creek Generation Station by JCP&L to the Buyer, will not adversely affect the public interest and will not affect the Company's ability to render safe, adequate and reliable service.

As noted in its comments, Rate Counsel recognizes the unique situation surrounding the sale, including the history of the Yards Creek facility and the benefits of the sale. Rate Counsel acknowledges that advertising the sale may not yield a higher price, and the attempt to obtain multiple bids has the potential to be detrimental to the sale ultimately harming ratepayers. The Board agrees. Good cause pursuant to N.J.A.C. 14:1-1.2 having been shown, the Board **HEREBY WAIVES** N.J.A.C. 14:1-5.6(b) which otherwise requires the property to be advertised for sale.

The Board further agrees with JCP&L that the proposed sale is not a planned divestiture or being conducted pursuant to JCP&L's restructuring-era divestiture plans as the facility was not included in those plans. The Board **HEREBY FINDS** that the 1998 Auction Standards Order does not apply to the Yards Creek Facility sale.

The Board recognizes that all parties acknowledge the Board's regulatory authority over the approval of this sale. Notably, Rate Counsel agrees that the sale is in accordance with Board regulations and will allow JCP&L to maintain proper service to its customers.

Accordingly, the Board **HEREBY APPROVES** the Contract for the sale of the Yards Creek Facility to the Buyer in the amount of \$155 million with the proceeds being applied to the under recovered deferred storm-related regulatory asset balance. Additionally, the Board **HEREBY APPROVES** the termination of the 1964 Agreement.

⁶ In re the Verified Petition of Jersey Central Power and Light Company for Review and Approval of Increases in and Other Adjustments to its Rates and Other Charges for Electric Service, and for Approval of Other Proposed Tariff Revisions in Connection Therewith ("2020 Base Rate Filing"), BPU Docket No. ER20020146.

The approval granted herein shall be subject to the following provisions:

1. JCP&L shall notify the Board and Rate Counsel if it anticipates any material changes in the Contract for sale of the Yards Creek Facility.
2. This Order shall not affect nor in any way limit the exercise of the authority of the Board or of this State, in any future petition or in any proceedings with respect to rates, franchises, service, financing, accounting, capitalization, depreciation, or in any other matters affecting JCP&L.
3. This Order shall not be construed as directly or indirectly fixing for any purposes whatsoever any value of any tangible or intangible assets or liabilities now owned or hereafter to be owned by the Company.
4. Within thirty (30) days of the date of the closing on this transaction, the Company shall file with the Board proof of the closing, net transaction costs, and final journal entries along with a detailed calculation, including selling expenses, of the sale.
5. Rate Counsel and Board Staff shall review the final accounting of the sale and the calculation of the net proceeds in order to ensure that the fees and costs netted from the sales price are reasonably managed and prudent. This review should occur in the context of the JCP&L Non-Utility Generation charge filings.

As part of the PSE&G Restructuring, the Board, among other things, approved the divestiture by PSE&G of its interest in Yards Creek to an affiliate, PSEG Fossil, and made a specific determination with respect to the eligible facility status of the PSEG interest in the Yards Creek Facility.⁷ Accordingly, the Board **HEREBY FINDS** that the Yards Creek Facility Facilities qualifies as an EWG which will benefit customers, is in the public interest, and does not violate State law. The Board **FURTHER FINDS** that the JCP&L Interest in the Yards Creek Facility is an “eligible facility” under the Public Utility Holding Company Act of 2005.

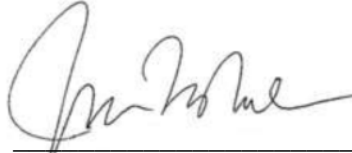
The Company’s costs remain subject to audit by the Board. This Decision and Order shall not preclude nor prohibit the Board from taking any actions determined to be appropriate as a result of any such audit.

⁷ In re Public Service Electric and Gas Company’s Rate Unbundling, Stranded Costs and Restructuring Filings, BPU Docket. Nos. EO97070461, EO97070462, EO97070463, Final Decision and Order (August 24, 1999) (“PSE&G Restructuring Order”), aff’d, 167 N.J. 377 (2001) at page 124.

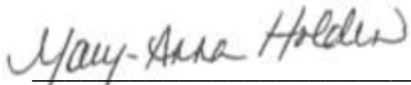
This Order shall be effective on November 7, 2020.

DATED: October 28, 2020

BOARD OF PUBLIC UTILITIES
BY:



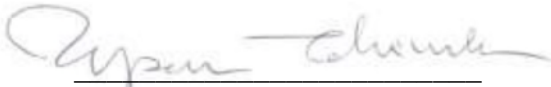
JOSEPH L. FIORDALISO
PRESIDENT



MARY-ANNA HOLDEN
COMMISSIONER



DIANNE SOLOMON
COMMISSIONER

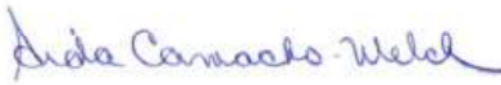


UPENDRA J. CHIVUKULA
COMMISSIONER



ROBERT M. GORDON
COMMISSIONER

ATTEST:



AIDA CAMACHO-WELCH
SECRETARY

IN THE MATTER OF THE VERIFIED PETITION OF JERSEY CENTRAL POWER & LIGHT COMPANY SEEKING (a) APPROVAL OF THE SALE OF ITS OWNERSHIP INTEREST IN THE YARDS CREEK GENERATING STATION PURSUANT TO N.J.S.A. 48:3-7, (b) WAIVER OF THE ADVERTISING. REQUIREMENT OF N.J.A.C. 14:1-5.6(B), (c) A SPECIFIC DETERMINATION ALLOWING THE YARDS CREEK GENERATING STATION TO BE AN ELIGIBLE FACILITY PURSUANT TO SECTION 32 OF THE PUBLIC UTILITY HOLDING COMPANY ACT OF 1935 UNDER THE PUBLIC UTILITY HOLDING COMPANY ACT OF 2005, (d) TO THE EXTENT NECESSARY, A DETERMINATION OF COMPLIANCE WITH, OR THE NON-APPLICABILITY OR WAIVER OF, THE AUCTION STANDARDS UNDER THE BOARD'S 1998 ORDER ADOPTING AUCTION STANDARDS UNDER N.J.S.A. 48:3-59 B., AND (e) OTHER RELATED RELIEF
DOCKET NO. EM20050343

SERVICE LIST

<p><u>JCP&L</u> 300 Madison Avenue Post Office Box 1911 Morristown, NJ 07962-1911</p> <p>Mark A. Mader, Director mamader@firstenergycorp.com</p> <p>James O'Toole jotoole@firstenergycorp.com</p> <p>76 S. Main Street Akron, OH 44308-1890</p> <p>Karen A. Sealy, Esq ksealy@firstenergycorp.com</p> <p>Albert Fratini afratini@firstenergycorp.com</p> <p>Lauren Lepkoski, Esq. 2800 Pottsville Pike Reading, Pennsylvania 19601 llepkoski@firstenergycorp.com</p> <p><u>Cozen O'Connor</u> One Gateway Center, Suite 910 Newark, NJ 07102</p> <p>Michael J. Connolly, Esq. mconnolly@cozen.com</p> <p>Gregory Eisenstark, Esq. geisenstark@cozen.com</p>	<p><u>Board of Public Utilities</u> 44 South Clinton Avenue, 9th Floor Post Office Box 350 Trenton, NJ 08625-0350</p> <p>Aida Camacho-Welch, Secretary of the Board board.secretary@bpu.nj.gov</p> <p>Paul Flanagan, Esq., Executive Director paul.flanagan@bpu.nj.gov</p> <p>Robert Brabston, Esq., Deputy Executive Director Robert.brabston@bpu.nj.gov</p> <p><u>Division of Energy</u></p> <p>Stacy Peterson, Director stacy.peterson@bpu.nj.gov</p> <p>Sri Medicherla sri.medicherla@bpu.nj.gov</p> <p><u>Counsel's Office</u></p> <p>Heather Weisband, Senior Counsel heather.weisband@bpu.nj.gov</p>
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William Lesser, Esq.
wlesser@cozen.com

Lisa Gurkas
lgurkas@cozen.com

New Jersey Division of Rate Counsel

140 East Front Street, 4th Floor
Post Office Box 003
Trenton, NJ 08625-0003

Stefanie A. Brand, Esq., Director
sbrand@rpa.nj.gov

Brian Lipman, Esq., Litigation Manager
blipman@rpa.nj.gov

Ami Morita, Esq.
amorita@rpa.nj.gov

David Wand, Esq.
dwand@rpa.nj.gov

Brian Weeks
bweeks@rpa.nj.gov

Exeter Associates, Inc.
1108 Pheasant Crossing
Charlottesville, VA 22901

Matthew Kahal
mkahal@exeterassociates.com

Division of Law

Department of Law and Public Safety
Richard J. Hughes Justice Complex
Public Utilities Section
25 Market Street, P.O. Box 112
Trenton, NJ 08625

Pamela Owen, DAG
pamela.owen@law.njoag.gov

Terel Klein, DAG
terel.klein@law.njoag.gov

Michael Beck, DAG
michael.beck@law.njoag.gov

Daren Eppley, DAG
daren.eppley@law.njoag.gov