

**ORDINANCE NO. 10-07**

**ORDINANCE OF THE TOWNSHIP OF LACEY,  
COUNTY OF OCEAN, STATE OF NEW  
JERSEY, AUTHORIZING THE GRANTING OF  
AN EASEMENT TO EXELON GENERATION  
COMPANY, L.L.C., AND THE EXECUTION OF  
A LICENSE AGREEMENT WITH EXELON  
GENERATION COMPANY, L.L.C., FOR THE  
TOWNSHIP OF LACEY TO UTILIZE A  
FIFTEEN AND EIGHT/TENTHS (15.8) ACRE  
PORTION OF BLOCK 101, LOT 1.02.**

**WHEREAS,** Exelon Generating Company, L.L.C. (hereinafter "Exelon"), has requested that the Township grant an access easement across a portion of Block 1000, Lot 1.02, adjacent to property currently owned by Exelon known as Block 1001, Lot 4.02 on the tax map of the Township of Lacey; and

**WHEREAS,** the Township of Lacey has requested a license agreement from Exelon for the Township to utilize fifteen and eight tenths (15.8) acres of Block 101, Lot 1.02 owned by Exelon, for the Township to use for recreational purposes; and

**WHEREAS,** the access easement and license agreement will be coterminous; and

**WHEREAS,** it the desire of the governing body to grant said easement to Exelon and authorize the execution of the license agreement.

**NOW, THEREFORE, BE IT ORDAINED,** by the governing body of the Township of Lacey, County of Ocean, State of New Jersey, as follows:

**SECTION 1.** That the Mayor and Township Clerk are hereby authorized to execute an access easement for that portion of Block 1000, Lot 1.02, which is adjacent to the property owned by Exelon Generating Company, L.L.C., known as Block 1001, Lot 4.02 on the tax map of the Township of Lacey. Copies of which are attached hereto as Schedule "A".

**SECTION 2.** That the Mayor and Municipal Clerk are hereby authorized to execute a license agreement with Exelon Generating Company, L.L.C., for the Township of Lacey to utilize fifteen and eight tenths (15.8) acres of Block 101, Lot 1.02 for recreational purposes, a copy of which is attached hereto as Schedule "B".

**SECTION 3.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

**SECTION 4.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 5.** This ordinance shall take effect after second reading and publication as required by law.

**NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Lacey held on the \_\_\_\_\_ day of **January, 2010**, and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the \_\_\_\_\_ day of **February** \_\_\_\_, at 8:00 p.m., at the Municipal Building located on Lacey Road in Forked River, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

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**VERONICA LAUREIGH, CMC/AAE**  
Township Clerk, Township of Lacey

Prepared by: \_\_\_\_\_  
John C. Halderman, Esq

**EASEMENT AGREEMENT**  
(Access)

**THIS EASEMENT AGREEMENT** (this "Easement") made this \_\_\_\_ day of January, 2010, between TOWNSHIP OF LACEY, a municipal corporation of the State of New Jersey, having its principal offices located at 818 West Lacey Road, Forked River, New Jersey 08731 ("Township") and EXELON GENERATION COMPANY, LLC, a Pennsylvania limited liability company, with offices located at 300 Exelon Way, Kennett Square, Pennsylvania ("Exelon").

WHEREAS, the Township is the owner of the real property and premises identified as Lot 1, Block 1000, as shown on the official tax maps of the Township of Lacey, County of Ocean, State of New Jersey (hereinafter referred to as the "Township Property"); and

WHEREAS, Exelon, successor by merger to AmerGen Energy Company, LLC, is the owner of the real property, improvements and premises identified as Lot 4.02, Block 1000 (hereinafter referred to as the "Exelon Generating Station Property"); and

WHEREAS, the entire easterly side-line of the Township Property abuts and is contiguous to and with the westerly side-line of Route 9 in the Township of Lacey, County of Ocean, and State of New Jersey; and

WHEREAS, the easterly side-line of the Exelon Generating Station Property abuts and is contiguous to and with the westerly side-line of the Township Property.

NOW, THEREFORE, for and in consideration of the foregoing premises (which the parties agree are true and accurate), the mutual covenants and conditions hereinafter set forth, and for One Dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the Township and Exelon each hereby agree as follows:

1. Grants. The Township does hereby grant, convey and confirm unto Exelon a non-exclusive surface and subsurface license, blanket easement and right-of-way over, on and across that portion of Block 1000, Lot 1 adjacent to the Exelon Generating Station Property, as shown on Exhibit A attached hereto and made a part hereof:

(a) For ingress, egress and regress of persons and vehicles of all kinds to and from Route 9, including the right to construct and maintain a driveway or driveways over the easement to Route 9 and the right to trim and cut shrubs and trees along the easement;

(b) To excavate, construct, install, maintain, operate, renew, repair, replace and remove, inter alia, transmission and distribution facilities for electricity, gas pipes, valves, and other gas facilities, telecommunications facilities, ducts, and appurtenances;

(c) To construct, operate, maintain and repair underground pipelines and ducts for the purpose of conveying/carrying water and sanitary and/or industrial sewerage through, under and over the Township Property;

(d) To permit any and all facilities, installations, equipment, buildings, roads, walkways and the like, to remain in their present locations, and to grant Exelon the rights of access to all the same, other than with respect to certain security improvements which are the subject of a separate easement dated the same date as this Easement.

2. Duration of Easement. The Easement shall remain in full force and effect for the duration of a license agreement between the Township and Exelon dated as of the same date as this Easement for a 15.8-acre parcel of Block 101, Lot 1. It being the intention of the parties hereto that this Easement shall be coterminous with the license agreement for the 15.8-acre parcel of Block 101, Lot 1. If and when the license agreement for the 15.8-acre parcel of Block 101, Lot 1 shall terminate, then this Easement shall terminate and be of no further force or effect. In the event Exelon donates the 15.8-acre parcel of Block 101, Lot 1 to the Township, then this Easement shall become a permanent easement. If the Township purchases the 15.8-acre parcel of Block 101, Lot 1 from Exelon, then the Township shall enter into good faith negotiations to make this easement permanent for such consideration as the Township deems equitable and just in its sole discretion.

3. Indemnification. Exelon shall indemnify, defend upon request, and hold harmless Township and its officers, directors, employees, agents, representatives, subsidiaries, affiliates, successors, and assigns ("Township Parties") against all losses, claims, damages, expenses (including reasonable attorneys' fees and costs) and liabilities sustained or incurred by the Township Parties for any damage, harm, loss or injury of any kind, direct or indirect, to any property, entity or person (including death), including without limitation claims for injuries to employees of the Township Parties and/or Exelon Parties or any of their contractors or subcontractors, arising directly or indirectly out of any act, omission, conduct, negligence or default by Exelon, its officers, directors, employees, agents, representative, subsidiaries, successors, or assigns ("Exelon Parties") at on or about Township's Property, regardless of whether any such liability, damage, loss or injury is caused by, results from or arises out of the negligence, fault or other liability of the Township Parties or any other party to be indemnified, except for the sole negligence or willful misconduct of the Township Parties. This paragraph shall survive the expiration or earlier termination of this Easement.

4. Insurance. Exelon shall obtain, keep in force and furnish Township certificates of insurance, in form satisfactory to Township, Workers Compensation insurance with statutory limits, as required by the state in which Township's Property is located, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence, and Commercial General Liability Insurance providing

bodily injury and property damage coverage with limits of not less than four million dollars (\$4,000,000) per occurrence, naming the Township, its officers, agents and employees, as an additional insured, and protecting against all claims for personal injury, death and property damage arising out of the use licensed hereby, including coverage for claims against Township for injuries to employees of Exelon, its contractors and subcontractors. Such policies shall contain a waive of subrogation of rights against Township. This License shall not become effective until such an insurance certificate has been delivered to and approved by Township, and no work shall be performed hereunder unless such insurance is in effect. Notwithstanding the foregoing, Exelon may self-insure for the required insurance coverage as part of a corporate self-insurance program.

5. Township Covenants. The Township hereby covenants and agrees for the benefit of Exelon that the Township shall not make any installations or otherwise place any structures (collectively, "Obstructions") on or over Exelon's existing access roads on Township Property. Further, Township shall not place any Obstructions on or over the Township Property which is the subject of this easement without prior written notice to Exelon.

6. Seisen. The Township hereby covenants, represents and warrants to Exelon that (a) the Township is lawfully seized and possessed of the Township Property in fee simple, subject to no liens, claims or other interest and, (b) the Township has all lawful right to license, grant, and alienate all or any part to and of the Township Property.

7. Acknowledgment of Easement to County for Bike Path. The parties hereto acknowledge that the Township has granted an easement to the County of Ocean for the purpose of constructing and maintaining a 12-ft. wide bike path along Block 1000, Lot 1. A copy of the easement has been provided to Exelon by the Township and Exelon acknowledges this bike path easement runs along a 12-ft. wide portion of the easement being granted herein.

8. Successors. This Easement Agreement shall bind and benefit the successors, administrators and assigns of the Township and Exelon.

9. Governing Law. This Easement Agreement shall be governed and construed under and in accordance with the laws of the State of New Jersey.

10. Notices. All notices required to be given under this Easement shall be in writing and shall be deemed given when deposited in the United States Postal Service, Certified Mail return receipt requested or by recognized commercial courier service, return receipt requested.

Notices to Exelon shall be addressed to:  
Exelon Generation Company, LLC  
300 Exelon Way  
Kennett Square, PA 19348  
Attention: Lead Counsel - Nuclear

Notices to Township shall be addressed to:

Township of Lacey  
818 West Lacey Road  
Forked River, NJ 08731  
Attention: Township Clerk

11. Entire Agreement. This Easement Agreement is the entire agreement of the parties with respect to the matters herein contained and supersedes any and all prior written and oral contracts and/or agreements between the parties with respect to such matters.

**SIGNATURES APPEAR ON NEXT PAGE**

**IN WITNESS WHEREOF**, each of the Township and Exelon hereby executes and delivers this Easement Agreement as of the day and year first above written.

**ATTEST:**

**TOWNSHIP OF LACEY**

\_\_\_\_\_

By: \_\_\_\_\_  
Gary Quinn, Mayor

**ATTEST:**

**EXELON GENERATION  
COMPANY, LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
Michael J. Massaro  
Site Vice President

STATE OF NEW JERSEY\_ :  
 : ss  
COUNTY OF OCEAN :

I CERTIFY that on January 2010  
\_\_\_\_\_, personally came before me and stated under oath to my  
satisfaction that:

- (a) this person was the subscribing witness to the signing of the attached  
easement agreement;
- (b) this easement agreement was signed by Gary Quinn, who is the Mayor of the  
Township of Lacey, the entity named in this easement agreement and was  
fully authorized to and did execute this easement agreement on its behalf;
- (c) this easement agreement was made for \$1.00 as the full and actual  
consideration paid or to be paid for the transfer of title. (Such consideration is  
defined in N.J.S.A. 46:15-5); and
- (d) the subscribing witness signed this proof under oath to attest to the truth of  
these facts.

Subscribed and sworn to before me  
This day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY :  
 : ss  
COUNTY OF OCEAN :

On this, the \_\_\_\_ day of January, 2010, before me a Notary Public, personally  
appeared **MICHAEL J. MASSARO** who acknowledged himself to be the Site Vice  
President of **EXELON GENERATION COMPANY, LLC**, and that as such, being  
authorized to do so, executed the foregoing instrument for the purposes therein contained  
by signing his/her name.

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

\_\_\_\_\_  
Notary Public



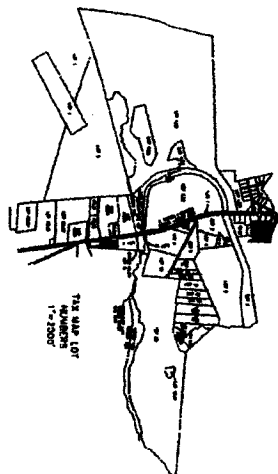
**EXHIBIT A**

Site Plan

THE STATE OF TEXAS, COUNTY OF DALLAS, SS: I, the undersigned, a Notary Public in and for said County, do hereby certify that the foregoing is a true and correct copy of the plat of the subdivision of the land described in the foregoing plat, as the same appears from the records of said County, and that the same has been duly recorded in said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Dallas, Texas, this 1st day of May, 1911.

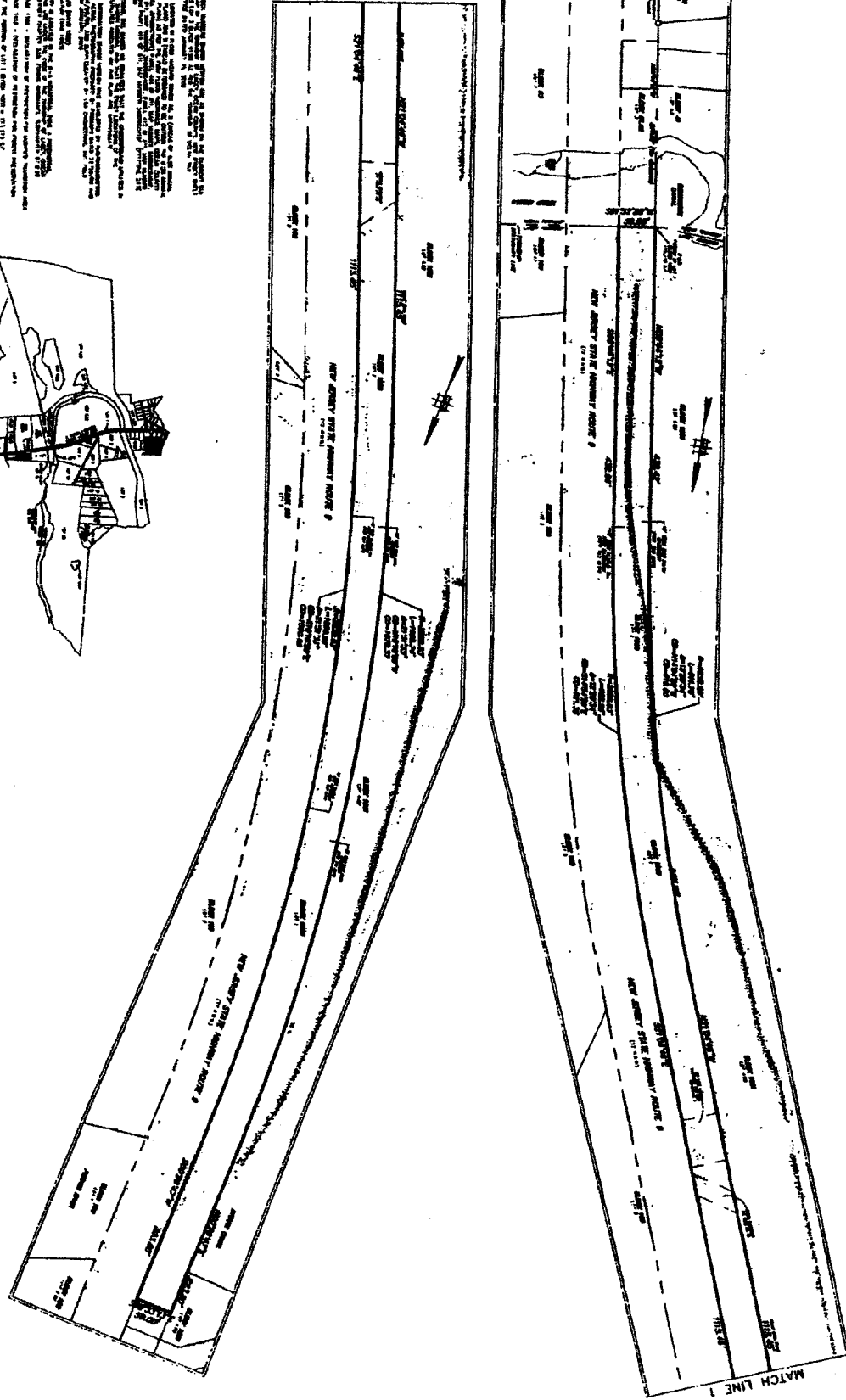
Notary Public in and for the County of Dallas, Texas.



**THE STATE OF TEXAS**  
**COUNTY OF DALLAS**  
**NOTARY PUBLIC**  
**W. H. BROWN**  
 1001 Commerce Street, Dallas, Texas

**SECTION OF PROPERTY**  
**BEING PART OF**  
**LOT 1 BLOCK 1000**

MATCH LINE 1



MATCH LINE 1



**BIRDSALL SERVICES GROUP**

BIRDSALL ENGINEERING • DI STASIO & VAN BUREN • LGA ENGINEERING • MORRIS, JOHNSON & ASSOCIATES • PMK GROUP

April 15, 2009

Job No. 207377000190

**SKETCH OF PROPERTY  
BEING PART OF LOT 1, BLOCK 1000  
SITUATED IN  
LACEY TOWNSHIP, OCEAN COUNTY, NEW JERSEY**

**BEGINNING** at a point along the municipal boundary line of Lacey Township and Ocean Township at a common corner between Tax Map Lot 43, Block 41 and Lot 3, Block 61.02 in Ocean Township and Tax Map Lot 1, Block 1000 and Lot 4.02, Block 1001 in Lacey Township. Said point also being North 08 degrees 44 minutes 12 seconds West, a distance of 277.58 feet from a monument found in the Westerly line of Lot 3 in Block 61.02, (also formerly known as the Barnegat Branch of the Central Railroad of New Jersey), at the division line between Lots 42.06 and 43 in Block 41. Said monument also being opposite Center Line Station 2012+18.87 of New Jersey State Highway Route 9; thence running

1. North 08 degrees 44 minutes 12 seconds West, a distance of 432.42 feet along the division line of Lot 1, Block 1000 and Lot 4.02, Block 1001 to a point of curvature; thence the following four (4) courses along the said division line.
2. Along a curve to the left, having a radius of 2,839.93 feet, a central angle of 12 degrees 20 minutes 34 seconds, a chord bearing of North 14 degrees 54 minutes 29 seconds West and distance of 610.60 feet, an arc distance of 611.78 feet to a point of tangency; thence
3. North 21 degrees 04 minutes 46 seconds West, a distance of 1,115.45 feet to a point of curvature; thence
4. Along a curve to the right, having a radius of 2,889.93 feet, a central angle of 21 degrees 31 minutes 33 seconds, a chord bearing of North 10 degrees 18 minutes 59 seconds West and distance of 1,079.37 feet, an arc distance of 1,085.74 feet to a point of tangency; thence
5. North 00 degrees 26 minutes 47 seconds East, a distance of 223.80 feet to a point; thence
6. South 89 degrees 33 minutes 13 seconds East, a distance of 50.00 feet to a point on the Westerly line of New Jersey State Highway Route 9, (73.00' R.O.W.); thence the following five (5) courses along the said line of New Jersey State Highway Route 9.
7. South 00 degrees 26 minutes 47 seconds West, a distance of 223.80 feet to a point; thence
8. Along a curve to the left, having a radius of 2,839.93 feet, a central angle of 21 degrees 31 minutes 33 seconds, a chord bearing of South 10 degrees 18 minutes 59 seconds East and distance of 1,060.69 feet, an arc distance of 1,066.96 feet to a point; thence



April 15, 2009

Job No. 207377000190

Page 2 of 2

9. South 21 degrees 04 minutes 46 seconds East, a distance of 1,115.45 feet to a point of curvature; thence
10. Along a curve to the right, having a radius of 2,889.93 feet, a central angle of 12 degrees 20 minutes 34 seconds, a chord bearing of South 14 degrees 54 minutes 29 seconds East and distance of 621.35 feet, an arc distance of 622.55 feet to a point of tangency; thence
11. South 08 degrees 44 minutes 12 seconds East, a distance of 432.96 feet to a point on the Municipal Boundary Line of Lacey Township and Ocean Township; thence
12. South 81 degrees 52 minutes 28 seconds West, a distance of 50.00 feet along the Municipal Boundary Line of Lacey Township and Ocean Township to the point or place of **BEGINNING**.

Containing 173,273 Square Feet

The above mentioned lot and block was written in accordance with a plan entitled, "Sketch of Property, Being Part of Tax Map Lot 1 Block 1000, situated in Lacey Township, Ocean County, New Jersey," prepared by LGA Engineering, Inc. dated April 15, 2009, attached hereto and made part thereof. The above described lot subjected to the rights and restrictions of other easements, if any, being within and/or crossing the bounds as described above.

Prepared by:

**LGA ENGINEERING, INC.**

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Frank J. Barlowski  
Professional Land Surveyor  
New Jersey License No. 39735

**LICENSE AGREEMENT**  
**(Ballfields)**

THIS LICENSE AGREEMENT, hereinafter called "License", made as of this \_\_\_\_\_ day of January, 2010 between EXELON GENERATION COMPANY, LLC, a Pennsylvania limited liability company and successor by merger to AmerGen Energy Company, LLC, having its principal office at 300 Exelon Way, Kennett Square and County of Chester, Commonwealth of Pennsylvania, hereinafter called "Licensor" and TOWNSHIP OF LACEY, a body politic of The State of New Jersey, hereinafter called "Licensee";

WHEREAS, Licensee has applied to Licensor for the license and permission to use approximately 15.8 acres of ground being a portion of Lot 1 in Block 101 on the current tax map of the Township of Lacey in the County of Ocean, State of New Jersey, for open space, parks and athletic fields as shown on the diagram attached hereto as Exhibit A, hereinafter called "Licensed Property";

WHEREAS, Licensor also owns the Oyster Creek Generating Station (the "Plant") located on land near the Licensed Property; and

WHEREAS, Licensor is willing to license the Licensed Property to Licensee upon the terms and conditions set forth in this License.

NOW THEREFORE, Licensor hereby licenses and permits Licensee to use the Licensed Property for the purposes specified herein at the locations and in the attached hereto, upon and subject to the terms, conditions and limitations following:

1. This License shall continue until December 31, 2019, or longer if the Plant continues to operate, and thereafter on a year-to-year basis unless terminated by Licensor by written notice to Licensee, provided however, that Licensor may revoke this License at any time (1) with or without cause on ninety (90) days written notice to Licensee and (2) with ten (10) days notice if Licensee fails to observe or comply with any of the terms, conditions or limitations of the License. Upon expiration of the aforesaid term, or upon revocation hereof, in the event that this License is sooner revoked, this License and all privileges hereunder shall terminate.

2. The Licensee shall use the Licensed Property solely for open space, parks and athletic fields and ancillary improvements. The use licensed hereby and all operations performed by Licensee or its contractors, agents, servants or employees shall comply with all applicable federal, state and local laws and regulations relating to such use and operations.

3. Licensee shall maintain the Licensed Property in a good and workmanlike manner, including without limitation, keeping the Licensed Property free of all trash and debris and performing mowing and landscape management in accordance with good land

management practices. Licensee shall return the Licensed Property to the Licensor at the termination of this License in its present condition, with reasonable wear and tear expected.

4. Licensee shall, subject to the terms and provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq., indemnify, defend upon request, and hold harmless Licensor and its officers, directors, employees, agents, representatives, subsidiaries, affiliates, successors, and assigns ("Licensor Parties") against all losses, claims, damages, expenses (including reasonable attorneys' fees and costs) and liabilities sustained or incurred by the Licensor Parties for any damage, harm, loss or injury of any kind, direct or indirect, to any property, entity or person (including death), including without limitation claims for injuries to employees of the Licensor Parties and/or Licensee Parties or any of their contractors or subcontractors, arising directly or indirectly out of any act, omission, conduct, negligence or default by Licensee, its officers, directors, employees, agents, representative, subsidiaries, successors, or assigns ("Licensee Parties") at on or about Licensor's Property, regardless of whether any such liability, damage, loss or injury is caused by, results from or arises out of the negligence, fault or other liability of the Licensor Parties or any other party to be indemnified, except for the sole negligence or willful misconduct of the Licensor Parties. This paragraph shall survive the expiration or earlier termination of this Easement.

5. Licensee shall obtain, keep in force and furnish Licensor certificates of insurance, in form satisfactory to Licensor, Workers Compensation insurance with statutory limits, as required by the state in which Licensor's Property is located, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence, and Commercial General Liability Insurance providing bodily injury and property damage coverage with limits of not less than Four Million Dollars (\$4,000,000) per occurrence, naming the Licensor, its officers, agents and employees, as an additional insured, and protecting against all claims for personal injury, death and property damage arising out of the use licensed hereby, including coverage for claims against Licensor for injuries to employees of Licensee, its contractors and subcontractors. Such policies shall contain a waive of subrogation of rights against Licensor. This License shall not become effective until such an insurance certificate has been delivered to and approved by Licensor, and no work shall be performed hereunder unless such insurance is in effect.

6. Licensee acknowledges that the Licensor has made no representations as to access to the Licensed Property or their fitness for use for the purposes of this License, and Licensee agrees that neither such representations nor any other warranties shall be implied herefrom. Licensee does covenant and agree that this License shall be construed as a license revocable in accordance with its terms and no interest in the Licensed Property shall be coupled with such license by reason of the expenditure of any funds by Licensee or by any other conduct on its part or the part of Licensor.

7. All notices required to be given under this License shall be in writing and shall be deemed given when deposited in the United States Postal Service, Certified Mail

return receipt requested or by recognized commercial courier service, return receipt requested.

Notices to Licensor shall be addressed to:  
Exelon Generation Company, LLC  
300 Exelon Way  
Kennett Square, PA 19348  
Attention: Lead Counsel - Nuclear

Notices to Licensee shall be addressed to:  
Township of Lacey  
818 West Lacey Road  
Forked River, NJ 08731  
Attention: Township Clerk

8. This License hereby given is personal to Licensee and shall not be assigned by Licensee and the use and operations hereby licensed shall be conducted by the Licensee only and no others. Upon assignment or transfer of this License by Licensee, the License hereby granted is automatically terminated.

**SIGNATURES APPEAR ON NEXT PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this License to be duly executed as of the day and year first above written.

EXELON GENERATION COMPANY, LLC

By: \_\_\_\_\_  
Michael J. Massaro, Site Vice President

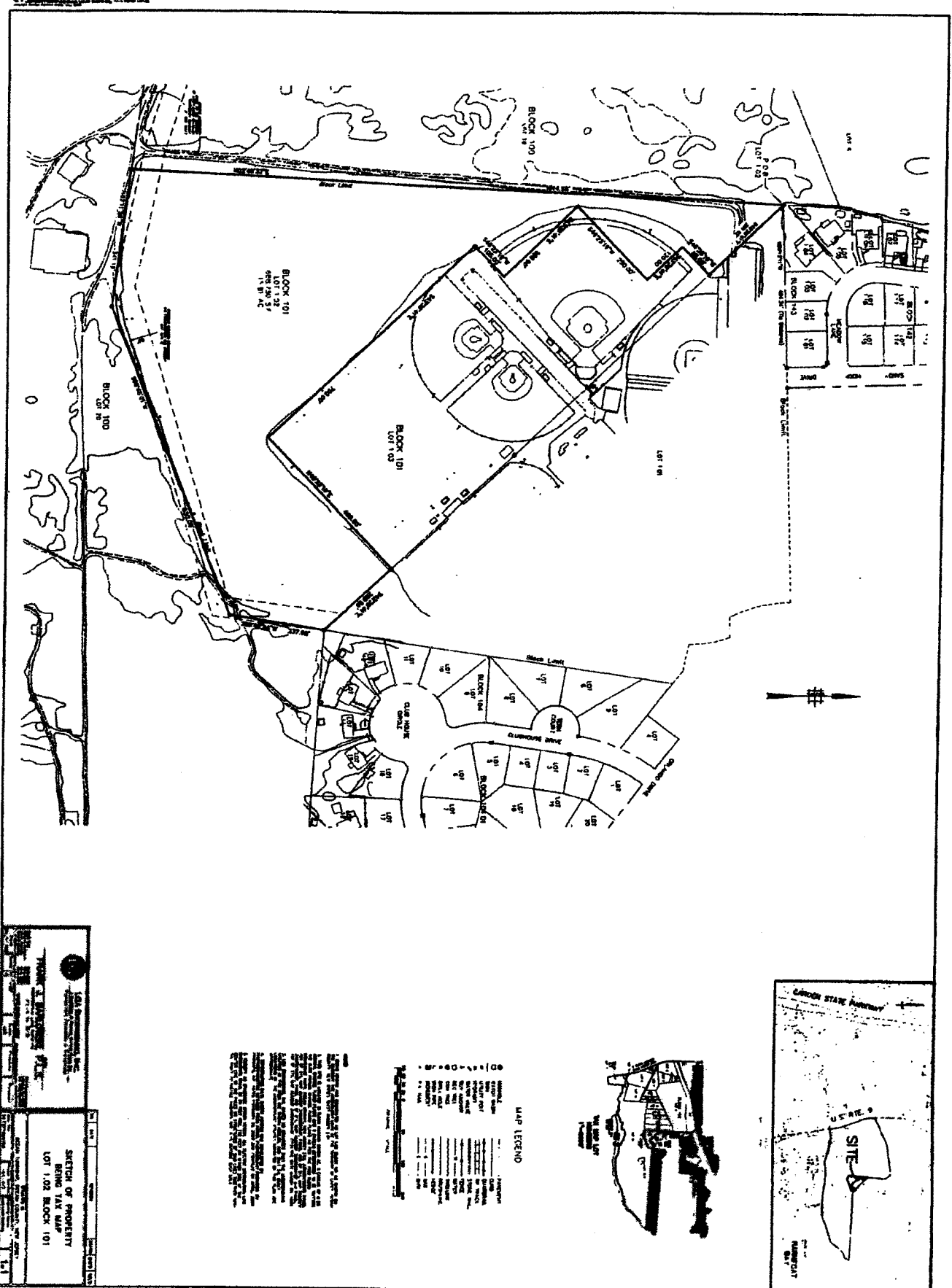
TOWNSHIP OF LACEY

By: \_\_\_\_\_  
Gary Quinn, Mayor



**EXHIBIT A**

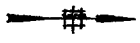
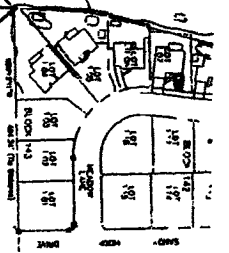
**SITE PLAN**



BLOCK 101  
LOT 101  
498,126 S.F.  
1.13 AC.

BLOCK 100

BLOCK 100



MAP LEGEND

- Building Footprint
- Parking Space
- ▭ Access Drive
- ▬ Utility Line
- ▬ Easement
- ▬ Right-of-Way
- ▬ Property Line
- ▬ Lot Line
- ▬ Street
- ▬ Alley
- ▬ Other

NOTES:  
1. THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT.  
2. THE ENGINEER AND ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THEM BY THE CLIENT.  
3. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THEM BY ANY OTHER PARTY.  
4. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THEM BY ANY OTHER PARTY.

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ENGINEER  
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 LANDSCAPE ARCHITECTURE  
 CIVIL ENGINEERING  
 ENVIRONMENTAL ENGINEERING  
 ELECTRICAL ENGINEERING  
 MECHANICAL ENGINEERING  
 CHEMICAL ENGINEERING  
 INDUSTRIAL ENGINEERING  
 METALLURGICAL ENGINEERING  
 AERONAUTICAL ENGINEERING  
 AGRICULTURAL ENGINEERING  
 MARINE ENGINEERING  
 MINING ENGINEERING  
 PETROLEUM ENGINEERING  
 TRANSPORTATION ENGINEERING  
 WATER RESOURCES ENGINEERING  
 ENVIRONMENTAL ENGINEERING  
 CIVIL ENGINEERING  
 ELECTRICAL ENGINEERING  
 MECHANICAL ENGINEERING  
 CHEMICAL ENGINEERING  
 INDUSTRIAL ENGINEERING  
 METALLURGICAL ENGINEERING  
 AERONAUTICAL ENGINEERING  
 AGRICULTURAL ENGINEERING  
 MARINE ENGINEERING  
 MINING ENGINEERING  
 PETROLEUM ENGINEERING  
 TRANSPORTATION ENGINEERING  
 WATER RESOURCES ENGINEERING

SKETCH OF PROPERTY  
 BEING TAX MAP  
 LOT 102 BLOCK 101

April 20, 2009

Job No. 207377000190

**SKETCH OF PROPERTY**  
**LOT 1.02, BLOCK 101**  
**SITUATED IN**  
**LACEY TOWNSHIP, OCEAN COUNTY, NEW JERSEY**

**BEGINNING** at a monument found on the division line of Lots 1.01 and 1.02, Block 101. Said point being South 88 degrees 13 minutes 11 seconds West, a distance of 404.34 feet from the intersection of the Westerly side of Sandy Hook Drive, (50 foot R.O.W.), and the division line of Lot 1.01, Block 101 and Lot 1.01, Block 143; thence running

1. South 43 degrees 36 minutes 41 seconds East, a distance of 251.52 feet to a monument found at the division line of Lots 1.01 and 1.03, Block 101; thence
2. South 46 degrees 23 minutes 19 seconds West, a distance of 95.00 feet to a point on the division line of Lots 1.02 and 1.03, Block 101; thence the following six (6) courses along the said division line.
3. South 43 degrees 36 minutes 41 seconds East, a distance of 120.00 feet to a point; thence
4. South 46 degrees 23 minutes 19 seconds West, a distance of 250.00 feet to a point; thence
5. South 43 degrees 36 minutes 41 seconds East, a distance of 250.00 feet to a point; thence
6. South 46 degrees 23 minutes 19 seconds West, a distance of 105.00 feet to a point; thence
7. South 43 degrees 36 minutes 41 seconds East, a distance of 700.00 feet to a point; thence
8. North 46 degrees 23 minutes 19 seconds East, a distance of 450.00 feet to a monument found on the division line of Lots 1.01 and 1.02, Block 101; thence
9. South 43 degrees 36 minutes 41 seconds East, a distance of 229.56 feet along the division line of Lots 1.01 and 1.02, Block 101 to a monument found; thence
10. South 08 degrees 48 minutes 24 seconds West, a distance of 237.88 feet along the division line of Lot 1.02, Block 101 and Lot 20, Block 100 to a monument found; thence the following two (2) courses along the said division line.
11. South 68 degrees 45 minutes 01 second West, a distance of 830.08 feet to a monument found; thence
12. North 82 degrees 11 minutes 56 seconds West, a distance of 341.19 feet to a monument found; thence

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13. North 02 degrees 46 minutes 37 seconds East, a distance of 1,614.55 feet along the division line of Lot 1.02, Block 101 and Lot 19, Block 100 to the point or place of **BEGINNING**.

Containing 688,730 Square Feet

The above mentioned lot and block was written in accordance with a plan entitled, "Sketch of Property, Tax Map Lot 1.02 Block 101, situated in Lacey Township, Ocean County, New Jersey," prepared by LGA Engineering, Inc. dated April 17, 2009, attached hereto and made part thereof. The above described lot subjected to the rights and restrictions of other easements, if any, being within and/or crossing the bounds as described above.

Prepared by:

**LGA ENGINEERING, INC.**

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Frank J. Barlowski  
Professional Land Surveyor  
New Jersey License No. 39735

## AGREEMENT TO DONATE

THIS AGREEMENT TO DONATE (this "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2010,  
**BETWEEN:** **EXELON GENERATION COMPANY, LLC**, successor by merger to **AMERGEN ENERGY COMPANY, LLC**, a Delaware limited liability company, with offices located at 300 Exelon Way, Kennett Square, Pennsylvania,

Hereinafter referred to as "Donor,"

**AND:** **TOWNSHIP OF LACEY**, a Municipal Corporation of the State of New Jersey, having its principal offices located at 818 West Lacey Road, Forked River, New Jersey 08731,

Hereinafter referred to as "Donee,"

### BACKGROUND

A. Jersey Central Power & Light Company, a New Jersey corporation ("Original Licensor") and Donee entered into that certain License Agreement, dated November 21, 1996 (the "License Agreement"), pursuant to which Original Licensor permitted Donee to use, for the purposes and on the terms and conditions set forth therein, approximately ten (10) acres of ground, constituting a portion of Lot 1 in Block 101 on the tax map of the Township of Lacey, County of Ocean, State of New Jersey (the "Original Licensed Property" and now the "Premises"). The Premises is more particularly described in the Original License Agreement, a copy of which is attached hereto as Exhibit A.

B. As permitted by the Original License Agreement, Original Licensor thereafter assigned all of its right, title and interest in and to the Original License Agreement to Donor as Licensor.

C. Donee and Donor now desire to terminate the Original License Agreement and, among other things, Donee desires to acquire and Donor desires to donate the Premises upon the terms and conditions contained herein.

D. In further consideration of the donation, Donor now desires to enter into a new License Agreement, substantially in the form attached hereto as Exhibit B ("New License Agreement"), for Donee to use, for the purposes and on the terms and conditions set forth therein, an additional 15.8 acres (the "Licensed Property") being a portion of Lot 1 in Block 101 set forth in the description attached to the New License Agreement.

E. In further consideration of the donation, the Donee agrees to grant to Donor an easement for access across a strip of land adjacent to the Donor's generating station property owned by Donee along Route 9 to facilitate Donor's operation of its generation station (the "Easement"), in the form attached hereto as Exhibit C.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Acquisition and Donation.** Subject to the terms and conditions herein, Donor agrees to donate to Donee, and Donee agrees to accept, the Premises, with title restricted to open space, park and athletic field uses.

2. **Title.**

(a) Title to the Premises shall be good and marketable and such as will be insured by a reputable title company ("Title Company") doing business in New Jersey at its regular rate, free and clear of all liens, encumbrances, restrictions and easements except as follows:

(i) To easements, rights, covenants, conditions and restrictions of record, if any, or otherwise visible (and as contained in this Agreement and which a survey or personal inspection might reveal).

(ii) To ordinances, rules and regulations of governmental or regulatory bodies.

(iii) To deed restriction for open space or recreational purposes.

(b) If Donee purchases title insurance, Donee shall provide Donor with a copy of a title insurance commitment for the Premises at least thirty (30) days prior to settlement. In the event title is not as agreed, Donee shall have the option of taking such title as Donor can deliver, or of terminating or canceling this Agreement. In the latter event, this Agreement shall be null and void.

3. **Premises Description.** It is agreed that the Premises' description contained herein is only for the purpose of identifying the Premises.

4. **Apportionments.**

(a) Real estate taxes, water and sewer rent and property rents, if any, for the Premises shall be apportioned, pro rata, as of the date of settlement.

(b) It is understood that the parties are exempt from paying any real estate transfer taxes since this is a donation, however, should any transfer tax be due, it shall be the responsibility of Donor to pay the same.

5. **Settlement.**

(a) Settlement shall take place within ninety (90) days after the date of this Agreement, unless extended by mutual consent in writing.

(b) Settlement shall take place at some mutually-agreeable location, during normal business hours.

6. **Events to Occur at Settlement.** At settlement, the following shall occur:

(a) Donor shall deliver to Donee possession of the Premises, free and clear of all leases and occupancies, except as set forth in this Agreement, by bargain and sale deed with covenants against Donor's acts, prepared by Donor, which deed shall include a restrictive covenant that the Premises will only be used for open space, park or athletic fields.

(b) Donee shall deliver to Donor evidence reasonably satisfactory to Donor and the Title Company that Donee has the authority to execute and deliver all documents to be executed and delivered by Donee at settlement and that the person executing such documents on behalf of Donee will have the right, power and authority to do so.

(c) Donor shall execute and deliver to Donee the New License Agreement.

(d) Donee shall execute and deliver to the Donor the Easement.

7. In further consideration of the donation, the Donee agrees to erect, at Donee's expense, fencing and/or landscaping reasonably acceptable to Donor around the boundaries of the Premises and the Licensed Property that are contiguous with the remaining land of the Donor. The Donee shall submit plans for approval and complete installation within 60 (sixty) days following Donor's approval.

8. **Donor's Management Approval.**

(a) Donor's obligation to complete settlement under this Agreement is contingent upon Donor receiving its management's approval within thirty (30) days after the date of Donor's execution of this Agreement. Donor's execution of this Agreement does not represent its management's approval as required by this Paragraph. If Donor is unable to obtain its management's approval, Donor shall be under no obligation nor liability to the Donee, and this Agreement shall be null and void.

**(b) UNLESS SIGNED BY AMERGEN ENERGY COMPANY, LLC IN THE PLACE SET FORTH BELOW, THE DELIVERY OF THIS AGREEMENT DOES NOT CONSTITUTE A CONTRACTUAL OFFER; AND BINDING COMMITMENTS (OR OTHER OBLIGATIONS OF ANY KIND) WILL ARISE ONLY IF AND WHEN A MUTUALLY-ACCEPTABLE AGREEMENT IS FINALLY SIGNED BY BOTH DONEE AND DONOR.**

9. **Casualty.** No destruction, damage or casualty to the Premises or any part thereof shall affect the obligations of the parties hereto, Donee hereby assuming all risk of loss.





and/or agents, have made no representations or warranties with respect to the Premises, and Donee waives and releases Donor from any claims, causes of action, obligations or liabilities relating to the compliance of the Premises with any and all federal, state, local, environmental or other laws and regulations.

**15. Assignment by Donee.** Donee shall not assign its interest in this Agreement without first obtaining the prior written consent of Donor.

**16. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and, to the extent that assignment is permitted, their assigns.

**17. Entire Agreement.** The entire agreement between the parties is herein written, and the parties shall not be bound by any agreements, understanding or conditions other than are expressly set forth and stipulated in this Agreement or in any subsequent written Agreement signed by the parties hereto.

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

EXECUTED the day and year first above written.

**EXELON GENERATION COMPANY, LLC**  
successor to  
**AMERGEN ENERGY COMPANY, LLC**  
Donor

ATTEST:

\_\_\_\_\_

(SEAL)

By: \_\_\_\_\_



Michael J. Massaro, Vice President

**TOWNSHIP OF LACEY**  
Donee

ATTEST:

  
VERONICA LAUREIGH, CMC, AAE

Township Clerk

(SEAL)

By: 



By: \_\_\_\_\_

Gary Quinn, Mayor

GRG:jg  
#14-593

GILMORE & MONAHAN  
A Professional Corporation  
COUNSELLORS AT LAW  
Allen Street Professional Center  
Ten Allen Street  
P.O. Box 1540  
Toms River, New Jersey 08754

**EXHIBIT A**

**To be attached**