



A PHI Company

APR - 3 2006

63ML22
Right of Way Dept.
5100 Harding Highway
Mays Landing, NJ 08330

April 3, 2006

Mr. Stuart E. Price
Granor Price Homes
721 Dresher Road
Horsham, PA 19044

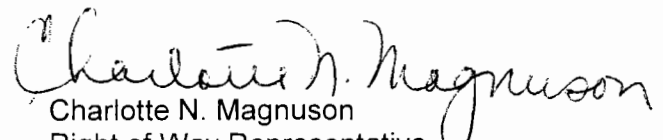
RE: Broadacres Senior Community, Gloucester Township,
Camden County, NJ

Dear Mr. Price:

As discussed during our telephone conversation last week, enclosed please find an easement to cover the underground electric installation at the above referenced property. When settlement has been made, please have the proper persons sign the form before a notary public who will complete the acknowledgment. When completed, please return it in the envelope provided. The easement consideration of \$1.00 is also enclosed.

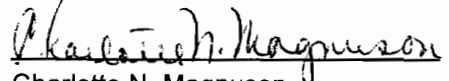
Should you have any questions please call me at your earliest convenience at 609/625-6356.

Very truly yours,


Charlotte N. Magnuson
Right of Way Representative

Enc.

Prepared By:


Charlotte N. Magnuson

Ugind.

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 8th day of August, 2006, between **VILLAS AT BROADACRES, LP**, "GRANTOR" and ATLANTIC CITY ELECTRIC COMPANY, a New Jersey Corporation with an office located at 5100 Harding Highway, Mays Landing, New Jersey 08330 and VERIZON NEW JERSEY, INC., a New Jersey Corporation with an office located at 540 Broad Street, Newark, New Jersey 07101, hereinafter referred to as "GRANTEES."

WITNESSETH:

That for and in the consideration of ONE (\$1.00) DOLLAR, the receipt of which is hereby acknowledged, GRANTOR hereby grants and conveys unto ATLANTIC CITY ELECTRIC COMPANY and VERIZON NEW JERSEY, INC., their successors and assigns the right and easement to construct, extend, inspect, operate, replace, repair, renew, maintain and remove an underground system for the distribution and transmission of electric energy, together with communications and cable television facilities for any and all purposes for which electric energy is now or may hereafter be used, together with all supplemental aerial facilities including poles, wires, cables, fibre optic cables, fixtures and appliances, including guy wires, stubs, anchors, and brace poles and where appropriate, conduits, duct banks, cables, transformer pads, service pedestals, manholes, and all other appurtenances and associated fixtures thereto, through, over, upon, under and across GRANTOR'S land, and along the public highways or streets on which the land abuts or adjoins, described as follows:

Situate in the **Township of Gloucester**, County of **Camden**, and State of New Jersey, being also known as Block **13306**, Lots **1-5**, as shown on the Municipal Tax Map and bounded:

- On the North by the lands of: **Plaza Drive**
- On the East by the lands of: **Cherrywood Drive**
- On the South by the lands of: **Broadacres Drive**
- On the West by the lands of: **Public Service Electric & Gas Company**

The rights herein granted shall also include the right to install, extend, operate, maintain, replace and remove conduits, cables, and wires from the underground system to any service location approved by the GRANTOR that may be necessary to furnish electrical energy, communication service and cable television service required for any building, structure, residence or street lighting standard. Said underground system to be located within those specified areas provided by GRANTOR as shown on attached drawing number **P4938**.

IT IS FURTHER UNDERSTOOD AND AGREED by the GRANTOR that no permanent structures or improvements shall be constructed over or under the utility facilities permitted by this agreement and GRANTOR agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement. GRANTEES shall have the right and privilege to remove any and all structures or improvements so placed as to constitute an obstruction or deny GRANTEES access to their facilities.

TOGETHER with the right to fell, cut or trim and remove any trees, brush, shrubs or other obstructions on, over, upon, or within the easement area and along said line or lines, wherever the same may be necessary in order to construct, extend, operate, replace, repair and maintain said system free and clear from any and all obstructions. It is further understood that GRANTEES shall at all times use reasonable care in the removal and/or replacement of shrubs, lawns, and improvements in connection with the rights herein granted, however,

GRANTEES shall not be held liable for any damages to shrubs, lawns, and improvements provided that reasonable care has been exercised in the replacement thereof.

GRANTOR hereby warrants that it is the owner in fee simple, of the lands and premises herein, as of the date of this Deed of Easement, and has complete right and power to execute this deed, and as such will indemnify, defend and hold harmless GRANTEES, or their successors or assigns, from any and all loss, costs, damages, claims, actions or liability on account of any and all defects in or lack of title, and disputes arising out of the grant herein.

IN WITNESS WHEREOF, GRANTOR(S) has signed and sealed this deed the day and year first above written.

ATTEST:

INDIVIDUAL OR PARTNERSHIP GRANTOR:

[Signature]
Secretary

Villas at Broadacres LP by GPH Gloucester Corp.,
General Partner
By: [Signature] (SEAL)
President & General Partner

STATE OF Pennsylvania)
COUNTY OF Montgomery) SS

BE IT REMEMBERED, That on the 8th day of August, 2006, before me, a Vivienne Wemple, a notary public, personally appeared Joseph J. Price, President of GPH Gloucester Corp General Partner of The Villas at Broadacres

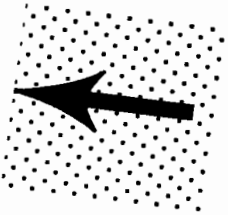
who I am satisfied is or are the Grantor or Grantors mentioned in the above deed, and I having first made known to him, her or them, the contents thereof, he, she or they acknowledged that he, she or they signed, sealed and delivered the same as his, her or their voluntary act and deed.

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

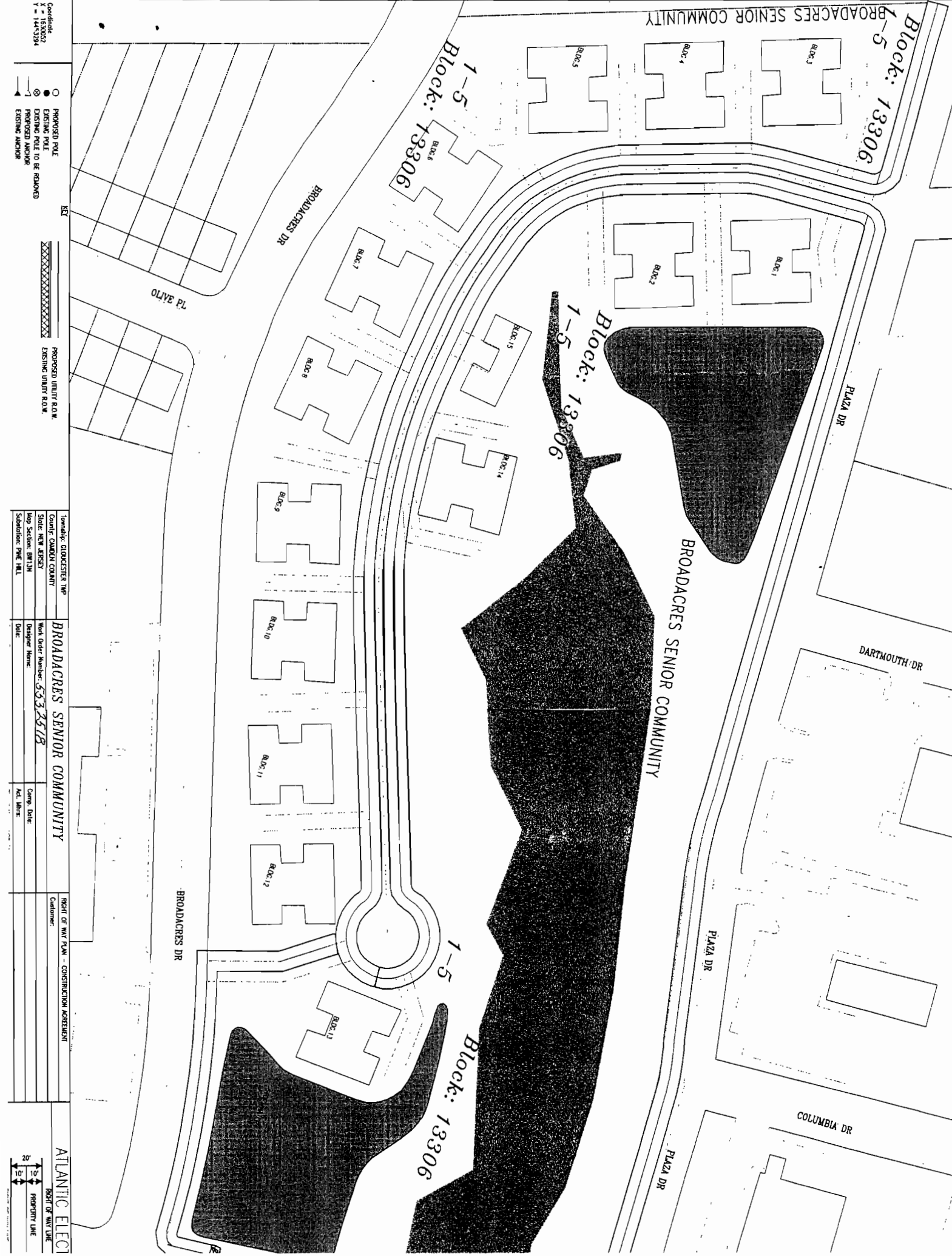
Notary Seal/Stamp Here

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Vivienne Wemple, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Sept. 27, 2007
Member, Pennsylvania Association Of Notaries

Note: Conectiv - Right of Way Department
5100 Harding Highway
Mays Landing, NJ 08330



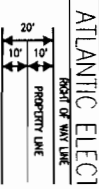
NOTARIZE



- Coordinate
1 - 1443284
- PROPOSED POLE
 - ⊙ EXISTING POLE
 - ⊖ PROPOSED POLE TO BE REMOVED
 - ⊕ PROPOSED ANCHOR
 - ⊖ EXISTING ANCHOR

- KEY
- ▨ PROPOSED UTILITY ROW
 - ▨ EXISTING UTILITY ROW

Township: CLACKAMAS TWP	BROADACRES SENIOR COMMUNITY	RIGHT OF WAY PLAN - CONSTRUCTION AGREEMENT
County: CLACKAMAS COUNTY		Customer:
State: NEW JERSEY	Work Order Number: 5332378	
Map Section: B113N	Designer Name:	
Substation: PINE HILL	Date:	
	Comp. Date:	
	Mod. Date:	



SEP 18 2006

ATLANTIC CITY ELECTRIC COMPANY

AGREEMENT FOR SERVICE FROM UNDERGROUND DISTRIBUTION SYSTEMS

This agreement made this 30th day of August, 2006 between The Villas at Broadacres LP, a corporation of the State of New Jersey with principal offices located at 721 Drescher Road Horsham, PA 19044, hereinafter referred to as "Applicant" and "Atlantic City Electric Company", a corporation of the State of New Jersey, having a business office located at 5100 Harding Highway, Mays Landing, New Jersey, hereinafter referred to as "COMPANY":

WHEREAS, the Applicant has requested the Company to establish an underground distribution system to provide electric service to a 58 Unit Condominium Housing, Emerson Court In Gloucester Township, New Jersey, known as The Villas At Broadacres Block 13306 Lots 1 to 5; and

WHEREAS, it is the Company's policy to furnish an entire underground electric system to new residential buildings and mobile homes within an approved subdivision having three (3) or more building lots, or to new multiple-occupancy buildings provided the Applicant agrees to, and by signing acknowledges, certain provisions contained in this Agreement;

NOW THEREFORE,

- (1) The Applicant agrees to permanently install in the subdivision, facilities for the use of electricity purchased from the Company.
- (2) The Applicant agrees to install lot boundary markers and to furnish rights of way and easements suitable to the Company.
- (3) The Applicant agrees that the rights of way or easements so granted must be cleared of trees, tree stumps and other obstructions above or below grade at no cost to the Company and to a width sufficient to permit the use of machinery and equipment, and must be graded to within six (6) inches of the final grade by the Applicant before the Company will commence construction.
- (4) The Applicant agrees to maintain required clearance and grading during construction by the Company.

(5) The Applicant agrees that the service connection to an individual residential building will be at the nearest corner of the building to the point at which the service enters the property to be served and that if such service length is more than fifty (50) feet, then the Applicant shall pay the Company a scheduled amount per foot for the length in excess of fifty (50) feet (see Table of Charges, page 5 of this agreement).

(6) The Applicant agrees to install, according to Company specifications and at Company designated locations, meter sockets or enclosures supplied by the Applicant. The service riser conduits will be supplied by the Company. The Applicant further agrees to feed the underground service cable supplied by the Company through the conduit, and into the Applicant's socket or enclosure. The Company will make the necessary connections within the Applicant's meter socket or enclosure.

(7) The Applicant agrees to construct all units such as single family dwelling units, multi-occupancy buildings and mobile home parks in a contiguous manner. Underground distribution system to serve all units will be constructed in the most economical manner as determined by the Company.

(8) The Applicant agrees that buildings in the subdivision facing an existing street on which overhead facilities are presently installed may be served overhead.

(9) The Applicant agrees to cooperate with the Company in an effort to keep the cost of construction and installation of the underground electric distribution system as low as possible. This includes coordinating the installation with other underground utilities and the scheduling of construction to preclude the necessity for trenching frozen soils, in land fill operations before soils have become stabilized or across any pavement.

(10) The Company agrees to construct, own, operate, and maintain underground distribution lines, within the Applicant's subdivision, along public streets, roads, and highways not already served by overhead facilities, and which the Company has the legal right to occupy and on public lands and private property across which rights of way and easements suitable to the Company are provided without cost to or condemnation by the Company. The Company will only be responsible for coordinating and performing the underground service trenching (service as described in paragraph 5) for this subdivision.

(11) The Company agrees to install its underground facilities in a timely manner once this Agreement has been executed and payment received in order to meet installation requirements. It is the Applicants responsibility to ensure that the Agreement is executed in advance of any in service dates for the connection of electric service. Based upon the timing of execution, it may take the Company a minimum of two (2) weeks up to a maximum of ninety (90) days to commence installation based upon material and workforce availability. The Company will not begin the process of material procurement nor scheduling of its workforce until the Agreement is executed.

(12) The Applicant, agreeing in whole with the conditions set forth in this Agreement, and as a contribution toward the construction of the underground system, agrees to pay to the Company the total sum of \$ 22,657.79

(A) RUE charges - \$ _____

(B) Cost differential charges - \$ 22,657.38

(13) In addition to the above charge, the applicant agrees to furnish the Company with a deposit of \$ 0 which will be refunded to the applicant on an annual basis in proportional amounts of \$ 0 as each permanent service is installed and dwelling units occupied.

(14) These deposits will carry no interest and any portion of the deposit, remaining ten (10) years from the date the Company is first ready to render service from the extension, will be retained by the Company.

(15) The Applicant agrees to indemnify and save harmless the Atlantic City Electric Company and all of its officers, agents, servants and employees from and against any and all liability or expense on account of damage to any portion of the underground system and any and all injuries, including death, to any person, (including employees of the Applicant and subcontractors and any other person performing any part of the work), occurring as a result of damaging or contacting any portion of the underground system which may arise from any act or omission of the Applicant, its subcontractors, agents, servants or employees; and the Applicant further agrees to defend at his or its own expenses, inclusive of but not limited to attorney's fees, and satisfy all judgments which may be rendered against them or any of them in connection therewith, except that Applicant shall not be liable under this clause only if said liability of Applicant shall arise by reason of the sole negligence of the Atlantic City Electric Company or any of its agents, servants, or employees.

(16) This Agreement shall be binding upon and endure to the benefit of the respective parties, their heirs and assigns.

(17) Applicant, for itself, its successors and assigns, agrees that it will not materially change the layout or projected electric use without first having obtained the Company's consent in writing.

(18) The Table of Charges as shown on page 5 of this Agreement are made pursuant to Rate Schedule R.U.E., which is incorporated in the Tariff for Electric Service of the Company and on file with the Board of Public Utilities of the State of New Jersey and in accordance with any changes, modification or amendment thereof as may be effected in compliance with orders of said Board, and this Agreement shall be construed to be consistent therewith. In addition to the Rate Schedule R.U.E., custom charges, if requested by the builder/developer, may be a part of this Agreement, and listed as differential charges predicated on a developer's request.

(19) This Agreement is executed in compliance with N.J.A.C. 14:5-4.1 ET SEQ of the Board of Public Utilities of the State of New Jersey and in accordance with any changes, modification or amendment thereof as may be effected in compliance with orders of said Board. The payment provided for in paragraphs 11 and 12 hereof shall be made prior to the commencement and scheduling of the installation of the underground distribution system and is based on the presently effective Rate Schedule R.U.E. as filed with the Board of Public Utilities of the State of New Jersey. In addition to the above Rate Schedule R.U.E. charges, differential charges may be a part of this Agreement, predicated on the request of the developer for a custom estimate. These charges are set forth on page 5 of this Agreement. If the applicant has not complied with the provisions of paragraphs 2, 3 and 4 hereof, or for any other reason the status of the subdivision is such that the Company is prevented from commencing installation within one (1) year from the date hereof, this agreement shall be null and void. If construction of the subdivision has not been completed within two (2) years from the date hereof, an adjustment of the price will be made to reflect any changes or modifications in Rate Schedule R.U.E. as such changes or modifications may affect the cost of any facilities installed by the Company after the initial two (2) year period.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by there duly authorized officers as of the date above written. The undersigned is authorized by and on behalf of the parties to execute this document and bind The Company and Developer to the terms herein.

APPLICANT/DEVELOPER'S SIGNATURE: *The Villas at Broadmeads LP*

[Handwritten Signature]

(Authorized Officer Signature)

*BY: G. H. W. CORP
BY: JOSEPH I. PRICE, PRES.*

Joseph I. Price, Pres.

(Printed Officer Name)

WITNESS BY:

[Handwritten Signature]

(Witness Signature)

Secy.

(Title)

ATLANTIC CITY ELECTRIC COMPANY

[Handwritten Signature]

(Manager of Planning & Design)

Paul Lepore

(Supervisor of Planning & Design)

SEP 18 2006

TABLE OF CHARGES

Development Name: VILLAS AT BROADACRES CONDOMINIUMS

WMIS: 5532518

Development Section: ALL

Lot and Blocks: BLOCK 13306 LOTS: 1 TO 5

				TOTAL
Total Number of Lots Served U.G.	0	\$ 698.13	Per Lot	\$ -
Total Front footage of all Property within Section of Subdivision to be Served	0.00	\$ 3.78	Per Front Lot	\$ -
				\$ -

Type Building

Cost Differential (Check Type)

Single Home

Mobile Home

Duplex

Single Service

Separate Service

Multi-Occupancy

Underground \$43,769.96

Overhead \$21,112.58

Cost Differential \$ 22,657.38

Additional Charges

Primary Termination(s) (1/0 AL)	-	\$ 1,052.39	\$ -
Multi-Phase Construction	-	\$ 2.44	\$ -
Excess KVA Charges - Number of Building Lots	-	\$ -	\$ -
Excess Service Length - Total Footage in Excess of 50' Per Service	(150 Amps)	\$ 2.32	\$ -
	(200 Amps)	-	\$ 1.11
	(300 Amps)	\$ 3.27	\$ -
Other (Specify) 1 - Phase Primay Junction w/Cable Taps	-	\$ 2,983.77	\$ -
3 - Phase Primay Junction w/Cable Taps	-	\$ 4,541.42	\$ -

Total Aid to Construction Cost \$ 22,657.38

Deposit \$ -

Total Due Atlantic City Electric Co. \$ 22,657.38

Approved: 

Date: 8/7/06



A P&E Company

November 01, 2006

GRANOR PRICE HOMES
GRANOR PRICE OFFICE CENTER
ATTN: RICHARD PAGOTTO
721 DRESHER RD.
HORSHAM, PA 19044

SUBJECT: INSTALL 5- 17.' BLK. FIBERGLASS POLES WITH 1- 100W & 4- 70W
TRADITIONAIRE FIXTURES ON EMERSON CT. (THE VILLAS AT
BROADACRES) IN GLOUCESTER TOWNSHIP.

Work Request # 5553161

Dear Mr. Pagotto,

The Contributed Lighting Extension (CLE) charge for installing the above streetlights as shown on the enclosed Street Lighting Request form is \$5,405.91. At the time when billing for the new street light is initiated by our Billing Department, a one-time \$15.00 processing charge per request form will be billed. Please do not include this charge in the above street lighting amount.

The above cost is non-refundable, valid for 90 days, and is in accordance with our newly revised CLE and CHG rate schedules.

Please indicate your acceptance by signing both copies of this letter on the line indicated. Retain the original for your files. Please return the remaining copy to us at 420 Route 9 North, Cape May Court House, NJ 08210, with your check or purchase order in the amount of \$5,405.91 so that we can schedule this installation.

Thank you for your cooperation.

Very truly yours,

Richard S. Cressey
SR. MUNICIPAL LIGHTING F.E.T.
(609) 463-3818

JC
11/1/06

Customer Signature
PRES.
CPT+ GLOUCESTER
COMD
11/1/06
Date of Acceptance

Your copy of this form I sent to Gloucester Twp. to be approved, signed and returned to me.

Work Request Number

5553161



A PHL Company

Street Lighting Request

By Twp OF Gloucester To Atlantic City Electric Winslow Office

Tax District TAX Code: 372

Please Install the Following Street Lights:

Pole Number	Size	Location	Completed By Initial/Date
62998/45408	100w TRAD.	The Villas AT BROADACRES EMERSON Ct. + PLAZA Dr.	
63005/45381	70w TRAD.	EMERSON Ct.	
63029/45375	70w TRAD.	EMERSON Ct. betw Bldg. 14 + 15	
63052/45379	70w TRAD.	EMERSON Ct.	
63080/45391	70w TRAD.	EMERSON Ct. CUL-DE-SAC	

Please Remove the Following Street Lights:

Pole Number	Size	Location	Completed By Initial/Date

Request by [Signature] Title [Signature] Date [Signature]

50 # 702.00
 Fixture \$3,510.00
 Bracket _____
 Standard _____
 Line # 1,895.91
 Total # 5,405.91

(For Company Use)

Date of Cost Request 1/1/ By _____
 Date Provided Cost 11/01/2006 By Richard S. Ceesey
 Release for Construction _____ Date 1/1/
Manager Customer Operations

- 1. White- Business Office Copy
- 2. Yellow- Return to Governing Body
- 3. Pink- Atlantic City Electric District Supv. - T&D
- 4. Orange- Retained by Governing Body

[Signature]