



ALGONQUIN GAS TRANSMISSION, L.L.C.  
TEXAS EASTERN TRANSMISSION, LP  
501 Coolidge Street  
South Plainfield, NJ 07080  
(908) 821 - 1800

Re: Agreement to Encroach  
Line: 20D  
Tract: RW-73B

Francis J. and Tracey A. Franco,

As you are aware, Texas Eastern Transmission, LP ("Texas Eastern") has an easement (the "Easement") across your property located 7 Manker Road, Florham Park, New Jersey 07932, more particularly described as Tax ID Number 1411\_2703\_45 in Florham Park Township, Morris County, New Jersey. Francis J. and Tracey A. Franco (the "Owners") have recently requested that Texas Eastern allow the installation of a patio and temporary ground disturbance for work to accommodate the installation of a pool, within the limits of the Texas Eastern Easement (hereinafter called the "Encroachment", whether one or more).

While Texas Eastern would prefer that its Easement remain free and clear of all encroachments, Texas Eastern will consent to the Encroachment subject to the terms and conditions contained below:

1. The Encroachment shall consist of a stone patio placed in the ground by hand no deeper than three (3) inches below current grade. The location of the patio area shall not extend into the Easement more than six (6) feet and shall be constructed as shown in the drawing sent to Texas Eastern titled "Pool Grading Plan for Franco Residence". Texas Eastern will also allow the temporary disturbance within the Easement to allow extra workspace for the installation of a pool. Said pool or any permanent structure associated with said pool, upon completion, will not be located within the Easement. A Texas Eastern representative must be present during the installation of the Encroachment. Owners shall warrant and defend that the final agreed upon placement of the Encroachment complies with all applicable laws and local ordinances, is in fact on their property and they are authorized to enter into this agreement.
2. Neither Owners, any party claiming by, through or under Owners, nor any other party acting for or on behalf of Owners or any such party claiming by, through or under Owners shall: (i) construct, plant or place any bushes, shrubs, trees, building, structure, improvement, pipeline, fence, shed, deck, above or below ground pool, patio or other obstruction on, over, across or under the Easement; (ii) change the grade of the Easement; or (iii) otherwise interfere with the rights granted to Texas Eastern under the Easement without the express written consent of Texas Eastern. Owners do hereby understand that Texas Eastern does, at certain times, re-clear its rights of way and when doing so may/will cut any and all vegetation within the Easement limits.
3. Owners are specifically responsible for the maintenance, repair, relocation and/or replacement (any such replacement shall be "in kind") of the Encroachment and if in the exercise of any of its rights under the Easement Texas Eastern should interfere with, damage or destroy all or any part of the Encroachment, then Owners do expressly acknowledge and confirm that neither Texas Eastern nor any party acting for or on behalf of Texas Eastern shall have any liability as a result of, in connection with or with regard to the same. Owners shall and do hereby release and discharge Texas Eastern and those parties acting for or on behalf of Texas Eastern from any and all direct or indirect claims, demands, actions, causes of action, suits, rights of recovery for any relief or damages, costs, business interruption or other losses, liabilities and expense (including, without limitation, interest, court costs, attorneys' fees and expenses, and other costs of defense) of any kind or nature whether known or unknown (collectively the "Claims and Actions") that Owners may now or hereafter have or be entitled to against Texas Eastern, its officers, directors, employees, agents and representatives and those parties acting for or on behalf of Texas Eastern as a result of, with regard to, or in connection with the past, present or future exercise by Texas Eastern of any of its rights under the Easement or any past, present or future interference with, damage to or destruction of the Encroachment.

4. Notwithstanding the foregoing Texas Eastern may, should it determine that the exigencies of its business so require, upon thirty (30) days notice terminate this Agreement. In such event the consent given hereunder shall be deemed null and void.

5. The terms and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of Owners, Texas Eastern, their respective heirs, successors and assigns.

Please indicate your agreement by signing "As Accepted" below.

Andrew R Meyer  
Andrew Meyer  
Hanover Area Supervisor

Date: 9/29/2020

  
As Accepted: Francis J. Franco

Date: 09/29/2020

  
As Accepted: Tracey A. Franco

Date: 9/29/2020