

MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: O-11-2020-021

ORDINANCE OF THE MONROE TOWNSHIP COUNCIL
AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE NON-EXCLUSIVE
EASEMENTS OVER PROPERTY LOCATED AT BLOCK 56, LOTS 9.04, 87, AND 90

WHEREAS, Rossmoor Community Association, Inc. (“Rossmoor”), Mutual No. 16 Condominium Association, Inc. (“Mutual No. 16”), and Matrix 259 LCE G LLC (“Matrix”) are the owners of property identified on the Township of Monroe (the “Township”) Official Tax Map as Block 56, Lots 9.04, 87 and 90 (hereinafter referred to as the “Property”); and

WHEREAS, the Township seeks to acquire non-exclusive easements in perpetuity for the operation, maintenance, monitoring, repair, renewal and/or replacement of certain water and appurtenant facilities that are located and/or to be constructed upon a portion of said Property (the “Easements”); and

WHEREAS, pursuant to N.J.S.A. 40A:12-13(b)(1) of the Local Lands and Buildings Law, the Township is authorized to acquire any real property, or interests therein, by ordinance, to any political subdivision, board or body corporate and politic of the State of New Jersey; and

WHEREAS, Deeds of Easement from Rossmoor, Mutual No. 16, and Matrix have been prepared which provide the Township with non-exclusive easements in the Property as described in the agreements appended hereto as Attachment A, Attachment B, and Attachment C; and

WHEREAS, after analysis and review, the Monroe Township Utility Department (“MTUD”) has determined it is in its best interest to enter into the aforementioned Deeds of Easement in a form substantially similar to the forms attached hereto as Attachment A, Attachment B, and Attachment C; and

WHEREAS, the Township Attorney has reviewed the aforementioned Deeds of Easement and agreed that it is in the best interests of the Township to acquire the easements; and

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Monroe, County of Middlesex, State of New Jersey, as follows:

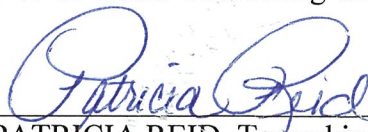
1. The Mayor and Clerk are hereby authorized to execute all documents necessary for the acceptance of the Deeds of Easement as described in substantially the forms appended hereto as Attachment A, Attachment B, and Attachment C, which set forth the terms and conditions pertaining to the easements.
2. If any section or provision of this Ordinance shall be held to be invalid by any court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance.
3. All ordinances or part of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.
4. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.

SO ORDAINED as aforesaid.


MIRIAM COHEN, Council President

RECORDED VOTE – INTRODUCTION – November 4, 2020						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Baskin	X		X			
Councilman Dalina			X			
Councilman Dipierro		X	X			
Council V. President Schneider			X			
Council President Cohen			X			

Notice is hereby given that the foregoing Ordinance was introduced and passed on first reading at a meeting of the Monroe Township Council held on November 4, 2020. Said Ordinance will again be read and considered for final passage at the next scheduled meeting of the Monroe Township Council to be held on December 7, 2020 at 6:30 p.m. to be held via Zoom at the following website <https://us04web.zoom.us/j/106827708>. At said time and place all persons having an interest in the foregoing Ordinance will be granted an opportunity to be heard concerning the same prior to consideration for final passage by the Council.


 PATRICIA REID, Township Clerk

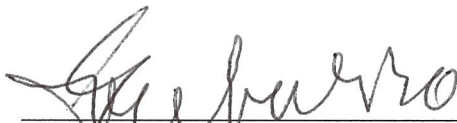
RECORDED VOTE – SECOND READING & FINAL ADOPTION– December 7, 2020						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Baskin			X			
Councilman Dalina	X		X			
Councilman Dipierro		X	X			
Council V. President Schneider			X			
Council President Cohen			X			

ORDINANCE NO.: O-11-2020-021

**ORDINANCE OF THE MONROE TOWNSHIP COUNCIL
 AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE NON-EXCLUSIVE
 EASEMENTS OVER PROPERTY (BLOCK 56, LOTS 9.04, 87, AND 90)**

MAYORAL APPROVAL

By virtue of the Optional Municipal Charter Law of 1950 and Chapter 3, Section 19 of the Code of the Township of Monroe, my approval of this Ordinance is effected by the affixing of my signature hereto.


 GERALD W. TAMBURRO, Mayor

Date signed: 12/9/2020

ATTACHMENT A
(Rossmoor - Deed of Easement)

Prepared by:

DEED OF EASEMENT

THIS DEED OF EASEMENT, made on this ____ day of _____, 2019,

Between

ROSSMOOR COMMUNITY ASSOCIATION, INC., having an address of
2 Rossmoor Drive, Monroe, New Jersey 08831

referred to as the "GRANTOR", and

TOWNSHIP OF MONROE, a public body corporate and politic of the Township of
Monroe, County of Middlesex, and the State of New Jersey, with its principal office at One
Municipal Plaza, Monroe Twp., New Jersey 08831,

referred to as the "TOWNSHIP",

W I T N E S S E T H:

That the Grantor, in consideration of **LESS THAN ONE HUNDRED (\$100.00) DOLLARS**, the receipt of which is hereby acknowledged, does hereby grant and convey to the Township, its successors or assigns, an non-exclusive easement across the property in the Township of Monroe, County of Middlesex, and State of New Jersey, being a portion of the Yale Way private right-of-way ("Yale Way") located on a portion of the premises designated as Block 56, Lots 87 and 90, on the Monroe Township Tax Map ("Grantor's Property"), which easement area is more particularly described in **Schedule A** attached hereto and shown on **Schedule B** attached hereto (the "Easement Area"), for the installation, operation, maintenance and repair of a water main line that will be a portion of an interconnection between the existing water main line on Grantor's Property and a water main line to be installed on adjacent Block 56, Lot 9.04 on the Monroe Township Tax Map and Block 3, Lot 1.02 on the Cranbury Township Tax Map (the "Water Main Interconnection").

The easement herein granted and conveyed by the Grantor to the Township gives the Township, and its successors or assigns, the right to plan, construct, maintain, replace, or supplement its water and appurtenant facilities under the surface of the Easement Area and to have free access across the roads of the Grantor to and across the Easement Area, provided the Township provides not less than 48 business hour written notice (which may include email) to Grantor, except in the case of an emergency, when prior notice shall not be required, insofar as such right of access is necessary to the proper use of any right granted herein (the "Easement").

The Township, or its successors or assigns, after doing work on the premises, shall restore the premises substantially to its condition immediately prior to commencing such work, to the extent possible. Any such restorations will be done in a good and workmanlike manner. All work permitted to be undertaken pursuant to the terms of this Deed of Easement will be accomplished in a manner that causes the least interference with vehicular access upon Yale Way by the residents of the Grantor. The Township, and its successor or assigns, will be solely responsible for undertaking such measures as are customary in similar circumstances to protect the safety of the public.

With respect to the Easement herein granted, the Grantors, its successors and assigns, shall have the right to use of the Easement Area, but agree to be limited as follows:

1. No obstruction or encumbrance, physical or otherwise, shall be placed in or about the Easement Area which will obstruct the Township's purpose as expressed herein. This prohibition includes anything other than a grass lawn, pavement, curbing, sidewalks or the replacement of any other improvement existing as of the date of this Deed of Easement.

2. No fill, material, machinery, appliances, or similar objects may be placed on the Easement Area which will impose an additional loading in excess of one hundred pounds per square foot (100 lbs./sq. ft.) without the prior written approval of the Township, excepting such equipment as is typically utilized in connection with the construction, maintenance or replacement of all improvements in the Easement Area.

3. Fencing may be erected provided that: (a) such fencing does not interfere with the operation, maintenance and repair of the Water Main Interconnection; and (b) the Grantor, or its successors or assigns, are responsible for all costs associated with removal and/or reinstallation of the fencing if and when it becomes necessary for the Township to work within the Easement Area or for any damage caused to the Water Main Interconnection due to the placement of the fencing or construction thereof. The installation of a fence by the Grantor will be subject to the written consent of the Township, provided that such consent will not be unreasonably withheld, delayed or conditioned.

4. **Temporary Construction Easement.** During the time that the Township, or its successors or assigns, performs any work permitted hereunder, the Township, or its successors or assigns, shall have a temporary construction easement allowing its architects, contractors, subcontractors, materialmen and others engaged in the construction of the Water Main Interconnection to use the roadways and streets owned by Grantor and an area not to exceed 20 feet around the Easement Area for the purpose of performing such work, and only (i) at reasonable times, (ii) for the period reasonably necessary to perform such work, (iii) in accordance with and subject to good construction practice, and (iv) in such manner so as to minimize, to the fullest extent practicable, interference with the lawful use of the Grantor's Property. Upon completion of any such work, the temporary construction easement area shall be restored to substantially the same condition in which it was prior to commencement of such

work. The Township shall observe all local, state and federal laws, regulations and requirements in connection with all work performed in the Easement Area, including, without limiting the generality of the foregoing, the requirements of the Occupational Safety and Health Administration (OSHA).

5. **Maintenance, Repair and Replacement.** The Township, its successors and assigns, shall be responsible at its sole cost and expense to maintain, repair and replace all improvements constructed by the Township, its employees, contractors, subcontractors, and agents (collectively, the "Township Parties"). If any improvements installed by the Township Parties requires maintenance, repair or replacement, the Township will promptly undertake the required work. Upon completion of such work the Township shall cause any damage done to the property of the Grantor to be restored in a good and workmanlike manner, to the extent practicable. Any damage caused to the property of the Grantor by the operation of the improvements installed by the Township Parties, whether or not caused by the negligence of the Township Parties shall be repaired or replaced by the Township in a good and workmanlike manner to the extent practicable.

6. **Indemnification.** The Township, its successors and assigns, agrees and covenants to assume the entire responsibility and liability for any and all injuries or death of any and all persons and any and all losses or damage to property caused by or resulting from or arising from the performance of the work provided for in this Deed of Easement. The Township shall indemnify the Grantor, its governors, officers, employees and agents (collectively, the "Grantor Parties") from and against any and all loss, liability, and/or damage, including reasonable attorneys' fees and legal costs, due to injury (including death) to any person or damage to any property that may occur or be alleged to have occurred as a result, directly or indirectly, from the negligent performance of the Township's work or from any material or equipment furnished in connection therewith, or from the negligence, acts, omissions or willful misconduct of the Township or the Township Parties. The Township further agrees that it will indemnify and hold the Grantor harmless from any and all liability to third parties occasioned, injured, or affected by the Township Parties negligent performance or non-performance of this Agreement.

7. **Assignment.** The Township shall have the right to assign its rights hereunder to a third-party to carry out any of the purposes contemplated herein, including without limitation the right to perform construction or maintenance work.

8. **Running of Benefits and Burdens.** The terms, covenants and conditions herein contained shall run with fee title to Grantor's Property and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

9. **Miscellaneous.** This Deed of Easement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. This Deed of Easement shall be governed by and

construed in accordance with the laws of the State of New Jersey. This Deed of Easement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Deed of Easement shall not be modified except by a written instrument signed by the party against whom enforcement is sought. If any provision of this Deed of Easement is found to be invalid or unenforceable, the remainder of this Deed of Easement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and the year first above-written.

WITNESS/ATTEST:

GRANTOR:

**ROSSMOOR COMMUNITY
ASSOCIATION, INC.**

Name:
Title:

By: _____
Name:
Title:

CORPORATE ACKNOWLEDGEMENT WORDING:

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) SS:

I certify that on _____, 2019, _____
personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the **Secretary/Treasurer** of _____,
the Corporation named in this Deed;

(b) this person is the attesting witness to the signing of this Deed by the proper
corporate officer who is _____, the **President/Vice President** of the
corporation;

(c) this Deed was signed and delivered by the corporation as its voluntary act duly
authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this
Deed;

(e) this person signed this proof to attest to the truth of these facts; and

(f) the full and actual consideration paid or to be paid for the grant of easement is **less
than \$100.00.**

Signed and sworn to before me
this day of , 2019.

(Print Name of Attesting Witness below signature)

(Print Name of Notary Public below signature)

Schedule A
(Legal Description of Easement Area)

July 1, 2019

Metes & Bounds Description
Proposed 15' Wide Water Line Easement
over a portion of
Yale Way (Private Roadway)
Township of Monroe
Middlesex County, New Jersey

ALL that certain lot, piece or parcel of land, situate lying and being in the Township of Monroe, Middlesex County, State of New Jersey, bounded and described as follows:

BEGINNING at a point formed in the division line between Lot 90 Block 56, (lands n/f Mutual No. 16 Condominium Association, Inc.) and Yale Way, said point also being the following five, (5) courses from the common corner and division line between Lot 9.04 Block 56, (lands n/f 259 Prospect Plains Assoc.) and the southerly line of said Lot 90 Block 56, said corner also being marked by a monument found;

- A. South 24° 11' 50" West, a distance of 173.11 feet to a point, thence;
- B. South 73° 43' 04" East, a distance of 28.78 feet to a point, thence;
- C. North 61° 48' 51" East, a distance of 21.61 feet to a point, thence;
- D. South 73° 01' 22" East, a distance of 161.48 feet to a point, thence;
- E. South 28° 01' 22" East, a distance of 2.58 feet to the point and place of beginning, running, thence; Passing over and through a portion of said Yale Way the following six, (6) courses;
 1. South 28° 01' 22" East, a distance of 6.46 feet to the point, thence;
 2. South 16° 58' 38" West, a distance of 14.61 feet to a point, thence;
 3. North 73° 01' 22" West, a distance of 15.00 feet to a point, thence;
 4. North 16° 58' 38" East, a distance of 6.00 feet to a point, thence;
 5. North 73° 01' 22" West, a distance of 65.92 feet to a point, thence;

6. South $61^{\circ} 48' 51''$ West, a distance of 21.51 feet to a point of curvature in the aforesaid division line between Yale Way and Block 56 Lot 90, thence;
7. Along a curve to the right, having a radius of 65.00 feet, an arc length of 61.02 feet, a delta angle of $53^{\circ} 47' 00''$, a chord bearing North $78^{\circ} 35' 35''$ East and a chord distance of 58.80 feet to a point of tangency, thence;
8. South $74^{\circ} 30' 55''$ East, a distance of 79.30 feet along the common division line between said Yale Way and Block 56, Lot 90 to the point and place of beginning.

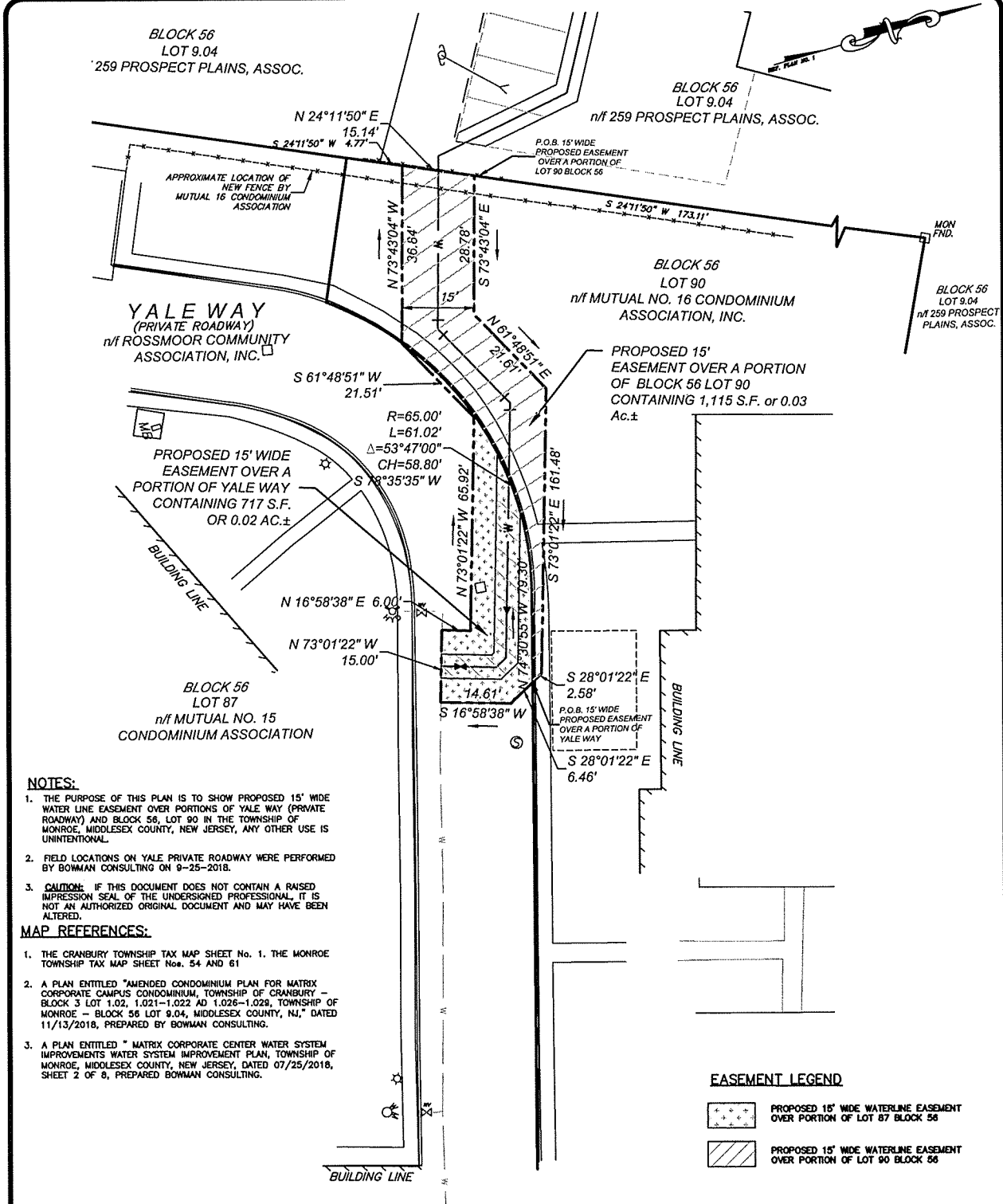
Containing 707 s.f. or 0.02 acres.

The above described Proposed 15' wide Water Line easement written with reference to a plan entitled "Exhibit of Proposed 15 Wide Water Line Easement over a portion of Yale Way and Block 56, Lot 90, Township of Monroe, Middlesex County, New Jersey," Dated 7-1-2019, Prepared by Bowman Consulting.

BOWMAN CONSULTING GROUP, LTD
303 West Main Street
4th Floor
Freehold, NJ 07728

Martin F. Tirella, PLS
Principal
N.J. Professional Land Surveyor Lic. 24GS02747700

Schedule B
(Easement Area Plan)



NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW PROPOSED 15' WIDE WATER LINE EASEMENT OVER PORTIONS OF YALE WAY (PRIVATE ROADWAY) AND BLOCK 56, LOT 90 IN THE TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY, ANY OTHER USE IS UNINTENTIONAL.
2. FIELD LOCATIONS ON YALE PRIVATE ROADWAY WERE PERFORMED BY BOWMAN CONSULTING ON 9-25-2018.
3. **CAUTION:** IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

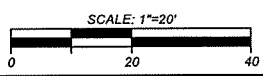
MAP REFERENCES:

1. THE CRANBURY TOWNSHIP TAX MAP SHEET No. 1, THE MONROE TOWNSHIP TAX MAP SHEET Nos. 54 AND 61
2. A PLAN ENTITLED "AMENDED CONDOMINIUM PLAN FOR MATRIX CORPORATE CAMPUS CONDOMINIUM, TOWNSHIP OF CRANBURY - BLOCK 3 LOT 1.02, 1.021-1.022 AD 1.026-1.029, TOWNSHIP OF MONROE - BLOCK 56 LOT 9.04, MIDDLESEX COUNTY, NJ," DATED 11/13/2018, PREPARED BY BOWMAN CONSULTING.
3. A PLAN ENTITLED "MATRIX CORPORATE CENTER WATER SYSTEM IMPROVEMENTS WATER SYSTEM IMPROVEMENT PLAN, TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY, DATED 07/25/2018, SHEET 2 OF 8, PREPARED BY BOWMAN CONSULTING.

EASEMENT LEGEND

- PROPOSED 15' WIDE WATERLINE EASEMENT OVER PORTION OF LOT 87 BLOCK 56
- PROPOSED 15' WIDE WATERLINE EASEMENT OVER PORTION OF LOT 90 BLOCK 56

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Bowman Consulting Group, Ltd.
 303 W. Main Street Phone: 732-665-5500
 Freehold, New Jersey 07728 FAX: 732-665-5501
 www.bowmanconsulting.com NJ Certificate of Authorization
 E-mail: NJ@BowmanConsulting.com No. 24GA28222600

DATE: 07-01-2019
 REV.: GPR
 PROJ.: 080398-F01-0001
 SCALE: 1"=20'

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**EXHIBIT OF
 PROPOSED 15' WIDE
 WATER LINE EASEMENT
 OVER PORTIONS OF YALE WAY &
 BLOCK 56 LOT 90
 TOWNSHIP OF MONROE
 MIDDLESEX COUNTY, NEW JERSEY**

ATTACHMENT B
(Mutual No. 16 - Deed of Easement)

Prepared by:

DEED OF EASEMENT

THIS DEED OF EASEMENT, made on this ____ day of _____, 2019,

Between

MUTUAL NO. 16 CONDOMINIUM ASSOCIATION, INC., having an address of
128 Sussex Way, Monroe, New Jersey 08831

referred to as the "GRANTOR", and

TOWNSHIP OF MONROE, a public body corporate and politic of the Township of
Monroe, County of Middlesex, and the State of New Jersey, with its principal office at One
Municipal Plaza, Monroe Twp., New Jersey 08831,

referred to as the "TOWNSHIP",

WITNESSETH:

That the Grantor, in consideration of **LESS THAN ONE HUNDRED (\$100.00) DOLLARS**, the receipt of which is hereby acknowledged, does hereby grant and convey to the Township, its successors or assigns, an exclusive easement across the property in the Township of Monroe, County of Middlesex, and State of New Jersey, being part of the premises designated as Block 56, Lot 90 on the Monroe Township Tax Map ("Grantor's Property"), and more particularly described in **Schedule A** attached hereto and shown on **Schedule B** attached hereto (the "Easement Area"), for the installation, operation, maintenance and repair of a water main line that will be a portion of an interconnection between the existing water main line beneath the Yale Way private right-of-way and a water main line to be installed on property identified as Block 56, Lot 9.04 on the Monroe Township Tax Map and Block 3, Lot 1.02 on the Cranbury Township Tax Map (the "Water Main Interconnection").

The easement herein granted and conveyed by the Grantor to the Township gives the Township, and its successors or assigns, the right to plan, construct, maintain, replace, or supplement its water and appurtenant facilities on or under the surface of the Easement Area and to have free access to and across the Easement Area without need of notice, insofar as such right of access is necessary to the proper use of any right granted herein (the "Easement"). The Township, or its successors or assigns, after doing work on the premises, shall restore the premises substantially to its condition immediately prior to commencing such work, to the extent possible.

With respect to the Easement herein granted, the Grantors, its successors and assigns, shall have the right to use of the Easement Area, but agree to be limited as follows and subject to any terms and conditions set forth in the preceding paragraphs:

1. All of the terms and conditions set forth in the preceding paragraphs under Witnesseth shall be deemed to be included in the body of this Easement as if fully set forth herein, including but not limited to the obligation of the Township or its successors or assigns to restore the premises substantially to its condition immediately prior to commencing any work to the extent possible.

2. No obstruction or encumbrance, physical or otherwise, shall be placed in or about the Easement Area which will obstruct the Township's purpose as expressed herein. This prohibition includes anything other than a grass lawn, pavement, curbing, sidewalks or the

replacement of any other improvement existing as of the date of this Deed of Easement.

3. No fill, material, machinery, appliances, or similar objects may be placed on the Easement Area which will impose an additional loading in excess of one hundred pounds per square foot (100 lbs./sq. ft.) without the prior written approval of the Township, excepting such equipment as is typically utilized in connection with the construction, maintenance or replacement of all improvements in the Easement Area.

4. Grantor may erect fencing within the Easement Area, provided that the Grantor obtains prior written consent from the Township confirming that such fencing does not materially interfere with the operation, maintenance and repair of the Water Main Interconnection, which consent shall not be unreasonably withheld, delayed or conditioned. The Township hereby consents that the proposed fencing shown on **Schedule B** attached hereto may be installed by Grantor within the Easement Area. If the Township has approved the installation of a fence within the Easement Area and thereafter disturbs the approved fence, the Township shall, upon the completion of its work within the Easement Area, restore such fence to substantially the same condition in which it was prior to commencement of such disturbance.

5. **Temporary Construction Easement.** During the time that the Township, or its successors or assigns, performs any work permitted hereunder, the Township, or its successors or assigns, shall have a temporary construction easement allowing its architects, contractors, subcontractors, materialmen and others engaged in the construction of the Water Main Interconnection, or any other work permitted hereunder, to use such portion or portions of the Grantor's Property beyond the Easement Area as is reasonably necessary for the purpose of performing such work, and only (i) during weekday business hours unless there is an emergency, (ii) for the period reasonably necessary to perform such work, (iii) in accordance with and subject to good construction practice, and (iv) in such manner so as to minimize, to the fullest extent practicable, interference with the lawful use of the Grantor's Property. Upon completion of any such work, the temporary construction easement area shall be restored to substantially the same condition in which it was prior to commencement of such work.

6. **Assignment.** The Township shall have the right to assign its rights hereunder to a professional and reputable third-party to carry out any of the purposes contemplated herein, including without limitation the right to perform construction or maintenance work. All work assigned to a third party shall be performed in a professional and reputable manner and all third parties shall provide Grantor with proof of adequate insurance, as reasonably determined by Grantor, prior to the commencement of such work.

7. **Running of Benefits and Burdens.** The terms, covenants and conditions herein contained shall run with fee title to Grantor's Property and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

8. **Liability.** The Township agrees for itself and any third party assigned rights hereunder, that it is accepting rights to the Easement Area in "AS IS" condition and will indemnify, hold harmless and release Grantor from any injury to person or property occurring on or from Grantor's Property in connection with the exercise of any rights hereunder, unless caused by Grantor's negligence. The Township agrees for itself and any third party, that it shall indemnify Grantor for any injury occurring on Grantor's Property in connection with the exercise of any rights hereunder that is caused by the negligence of Grantee.

9. **Termination.** This Easement shall immediately be deemed terminated, vacated and abandoned if all parties lawfully utilizing the Water Main Interconnection give written notice to the owner of the Easement Area that use of the Water Main Interconnection is being permanently discontinued.

10. **Miscellaneous.** This Deed of Easement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. This Deed of Easement shall be governed by and

construed in accordance with the laws of the State of New Jersey. This Deed of Easement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Deed of Easement shall not be modified except by a written instrument signed by the party against whom enforcement is sought. If any provision of this Deed of Easement is found to be invalid or unenforceable, the remainder of this Deed of Easement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. All recording costs shall be paid by Grantee.

[Signature Page Follows]

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and the year first above-written.

WITNESS/ATTEST:

GRANTOR:

MUTUAL NO. 16 CONDOMINIUM ASSOCIATION, INC.

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) SS:

I certify that on _____, 2019, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the **Secretary** of _____, the Corporation named in this Deed;

(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is _____, the **President** of the corporation;

(c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this Deed;

(e) this person signed this proof to attest to the truth of these facts; and

(f) the full and actual consideration paid or to be paid for the grant of easement is **less than \$100.00**.

Signed and sworn to before me
this _____ day of _____, 2019.

(Print Name of Attesting Witness below signature)

(Print Name of Notary Public below signature)

Schedule A
(Legal Description of Easement Area)

July 1, 2019

Metes & Bounds Description
Proposed 15' Wide Water Line Easement
over a portion of
Lot 90 Block 56
Township of Monroe
Middlesex County, New Jersey

ALL that certain lot, piece or parcel of land, situate lying and being in the Township of Monroe, Middlesex County, State of New Jersey, bounded and described as follows:

BEGINNING at a point formed by the intersection where the southerly line of Lot 90, Block 56, (lands n/f Mutual No. 16 Condominium Association, Inc.) intersects the westerly line of the herein Proposed 15' wide Water Line Easement, said point also bearing South 24° 11' 50" West, a distance of 173.11 feet along said southerly line of said Block 56, Lot 90 from the common corner and division line between Block 56, Lot 9.04 (lands n/f 259 Prospect Plains Assoc.) said corner being marked by a monument found and from said point of beginning running, thence;

1. Along the westerly line said Proposed 15' Wide Water Line Easement, South 73° 43' 04" East, a distance of 28.78 feet to a point, thence;
2. North 61° 48' 51" East, a distance of 21.61 feet to a point, thence;
3. South 73° 01' 22" East, a distance of 161.48 feet to a point, thence;
4. South 28° 01' 22" East, a distance of 2.58 feet to a point in the division line between said Lot 90, Block 56, and Yale Way, thence; continuing along said division line the following two courses:
5. North 74° 30' 55" West, a distance of 79.30 feet to a point of curvature, thence;
6. Along a curve to the left, having a radius of 65.00 feet, an arc length of 61.02 feet, a delta angle of 53° 47' 00", a chord bearing South 78° 35' 35" West and a chord distance of 58.80 feet to a point, thence;
7. North 73° 43' 04" West, a distance of 36.84 feet to a point, thence;
8. North 24° 11' 50" East, a distance of 15.14' to the point and place of beginning.

Containing 1,115 s.f. or 0.03 acres.

Proposed 15' Wide Water Line Easement
BCG 080398-F1-0001
July 1, 2019
Page 2 of 2

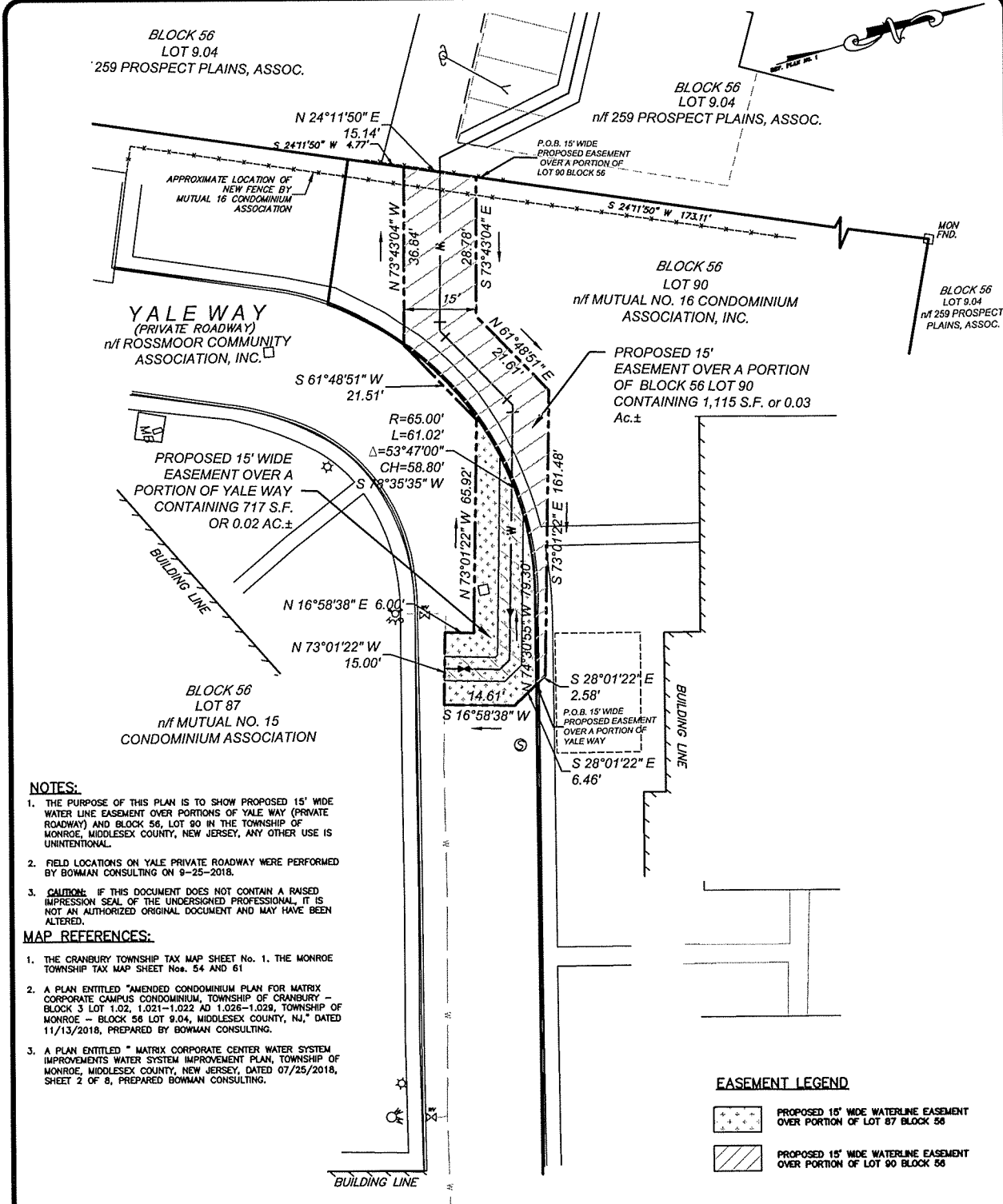
The above described Proposed 15' wide Water Line easement written with reference to a plan entitled "Exhibit of Proposed 15 Wide Water Line Easement over a portion of Yale Way and Block 56, Lot 90, Township of Monroe, Middlesex County, New Jersey," Dated 7-01-2019, Prepared by Bowman Consulting.

BOWMAN CONSULTING GROUP, LTD
303 West Main Street
4th Floor
Freehold, NJ 07728

Martin F. Tirella, PLS
Principal
N.J. Professional Land Surveyor Lic. 24GS02747700

P: P:\080398 - Matrix Corp Campus (MCC) Bldg F\080398-F2-002 (SUR) - 080398-F2-002 (SUR) - MCC Water System Improvements\Survey\Legal Descriptions-15' WATERLINE ESMT_LOT 90, BLK56.DOCX

Schedule B
(Easement Area Plan)



NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW PROPOSED 15' WIDE WATER LINE EASEMENT OVER PORTIONS OF YALE WAY (PRIVATE ROADWAY) AND BLOCK 56, LOT 90 IN THE TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY, ANY OTHER USE IS UNINTENTIONAL.
2. FIELD LOCATIONS ON YALE PRIVATE ROADWAY WERE PERFORMED BY BOWMAN CONSULTING ON 9-25-2018.
3. **CAUTION:** IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

MAP REFERENCES:

1. THE CRANBURY TOWNSHIP TAX MAP SHEET No. 1, THE MONROE TOWNSHIP TAX MAP SHEET Nos. 54 AND 61
2. A PLAN ENTITLED "AMENDED CONDOMINIUM PLAN FOR MATRIX CORPORATE CAMPUS CONDOMINIUM, TOWNSHIP OF CRANBURY - BLOCK 3 LOT 1.02, 1.021-1.022 AD 1.026-1.029, TOWNSHIP OF MONROE - BLOCK 56 LOT 9.04, MIDDLESEX COUNTY, NJ," DATED 11/13/2018, PREPARED BY BOWMAN CONSULTING.
3. A PLAN ENTITLED "MATRIX CORPORATE CENTER WATER SYSTEM IMPROVEMENTS WATER SYSTEM IMPROVEMENT PLAN, TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY, DATED 07/25/2018, SHEET 2 OF 8, PREPARED BOWMAN CONSULTING.

EASEMENT LEGEND

- PROPOSED 15' WIDE WATERLINE EASEMENT OVER PORTION OF LOT 87 BLOCK 56
- PROPOSED 15' WIDE WATERLINE EASEMENT OVER PORTION OF LOT 90 BLOCK 56

1			
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Bowman Consulting Group, Ltd.
 303 W. Main Street Phone: 732-665-5500
 Freehold, New Jersey 07728 FAX: 732-665-5501
 www.bowmanconsulting.com NJ Certificate of Authorization
 E-mail: NJ@BowmanConsulting.com No. 24GA28222600

DATE: 07-01-2019
 REV.: GPR
 PROJ.: 080398-F01-0001
 SCALE: 1"=20'

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**EXHIBIT OF
 PROPOSED 15' WIDE
 WATER LINE EASEMENT
 OVER PORTIONS OF YALE WAY &
 BLOCK 56 LOT 90
 TOWNSHIP OF MONROE
 MIDDLESEX COUNTY, NEW JERSEY**

ATTACHMENT C
(Matrix - Deed of Easement)

Prepared by:

DEED OF EASEMENT

THIS DEED OF EASEMENT, made on this ____ day of _____, 20__.

Between

MATRIX 259 LCE G LLC, having an address of Forsgate Drive, CN 4000, Cranbury, New Jersey 08512

referred to as the "GRANTOR", and

TOWNSHIP OF MONROE, a public body corporate and politic of the Township of Monroe, County of Middlesex, and the State of New Jersey, with its principal office at One Municipal Plaza, Monroe Twp., New Jersey 08831,

referred to as the "TOWNSHIP",

WITNESSETH:

That the Grantor, as sponsor of the Matrix Corporate Campus Condominium, in consideration of **LESS THAN ONE HUNDRED (\$100.00) DOLLARS**, the receipt of which is hereby acknowledged, does hereby grant and convey to the Township, its successors or assigns, a non-exclusive easement across the property in the Township of Monroe, County of Middlesex, and State of New Jersey, being part of the premises designated as Block 56, running through Lot 9.04 on the Monroe Township Tax Map ("Grantor's Property"), and more particularly described in **Schedule A** attached hereto and shown on **Schedule B** attached hereto (the "Easement Area"), for the operation, maintenance and repair of a water main line on Grantor's Property (the "Water Main Line").

The easement herein granted and conveyed by the Grantor to the Township gives the Township, and its successors or assigns, the right to construct, operate, maintain, replace, or supplement its water and appurtenant facilities on or under the surface of the Easement Area and to have free access to and across the Easement Area without need of notice, except as provided in Section 4 herein, insofar as such right of access is reasonably necessary to the proper use of any right granted herein (the "Easement"). The Township, after doing work on the premises, shall restore the area disturbed substantially to its condition immediately prior to commencing such work.

With respect to the Easement herein granted, the parties further agree as follows:

1. No obstruction or encumbrance, physical or otherwise, with the exception of curbing, parking areas, access driveways, sidewalks, utility facilities and/or landscaping, shall be placed in or about the said premises by Grantor which materially interfere with the Township's purpose as expressed herein.
2. Upon Grantor's completion of the Water Main Line (including the restoration or replacement of existing driveways, parking areas, utilities and landscaping), Grantor shall not construct, install, alter, or cause to be constructed, installed or altered, any improvements within the Easement Area that materially interfere with, or impede in any manner, in the Township's reasonable determination, the Township's ability to access the Easement Area or utilize the rights granted with this Deed of Easement. Grantee acknowledges and agrees that any improvement existing within the Easement Area on the date of this Deed of Easement is acceptable and does not cause such material interference.

3. Fencing may be erected, as approved by the Township, provided the Grantor, or its successors or assigns, are responsible for all costs associated with removal and/or reinstallation of the fencing if and when it becomes necessary for the Township to work within the Easement Area.

4. The Township shall have the right of ingress and egress to and over the Easement Area at any and all times for the purposes set forth herein; provided, however, that in the event the Township will require that any portion of the parking areas or access driveways on Grantor's Property be closed for any period of time, the Township shall give Grantor written notice no less than fifteen (15) business days in advance of same, except in the case of a situation that creates an immediate threat to safety or personal property, whereupon the Township shall give notice to Grantor as soon as practical under such circumstances. The Township shall not, except in the case of a situation that creates an immediate threat to safety or personal property, close the parking areas or access driveways in a manner that prevents all access to any building located on Grantor's Property, or that materially interferes with any operations on Grantor's Property, during operating hours; provided, however, that if any business on Grantor's Property has 24-hour operations, the Township shall take reasonable steps to proceed in a manner that will have the least possible impact on such operations.

5. The Township shall not construct, install, alter, or cause to be constructed, installed or altered, any improvements within the Easement Area, which materially interfere with or impede in any manner, in the Grantor's reasonable determination, the Grantor's intended use of, and access to, Grantor's Property.

6. **Temporary Construction Easement.** During the time that the Township, or its agents, employees or contractors, performs any work permitted hereunder, the Township, or its agents, employees or contractors, shall have a temporary construction easement allowing any necessary architects, contractors, subcontractors, materialmen and others engaged in work in connection with the Water Main Line to use, subject to the terms and conditions in this Deed of Easement, such portion or portions of Grantor's Property beyond the Easement Area as is reasonably necessary for the purpose of performing such work, and only (a) at reasonable times, (b) for the period reasonably necessary to perform such work, (c) in accordance with and subject to good construction practice, and (d) in such manner so as to minimize, to the fullest extent practicable, any inconvenience to Grantor or interference with the lawful use of the Grantor's Property. Upon completion of any such work, the temporary construction easement area shall be restored to substantially the same condition in which it was prior to commencement of such work.

7. **Maintenance.** (a) Upon Grantor's completion of construction of the Water Main Line, the Township shall be solely responsible for the operation, maintenance and repair of the Water Main Line and all related facilities and improvements appurtenant thereto in accordance with all applicable permits, approvals and legal requirements and shall perform all work in a good and workmanlike manner with minimum inconvenience to Grantor and minimum interference with the lawful use of Grantor's Property in accordance with the terms and conditions of this Deed of Easement. Supplementing the foregoing, upon completion of such maintenance or repairs, the Township shall restore the premises disturbed by such work substantially to its condition immediately prior to commencing such work.

(b) If the Township, in Grantor's reasonable opinion, fails to properly maintain or repair, pursuant to the terms hereof, all or part of the Water Main Line and related facilities and improvements appurtenant thereto, Grantor shall provide the Township with written notice detailing the item(s) which it believes the Township has failed to maintain or repair. Upon receipt of such notice, the Township will have a reasonable period of time to perform the maintenance required pursuant to the terms hereof, and the Township shall reply to Grantor in writing detailing the same. Should the Township then not undertake, or timely complete, the maintenance or repair as set forth in writing, Grantor shall have the right, but not the obligation, at the Township's sole cost and expense, to undertake such maintenance or repair. Notwithstanding the foregoing, Grantor shall have the right, but not the obligation, to perform such maintenance or

repair, at the Township's sole cost and expense, immediately upon notice to the Township with respect to any situation that creates an immediate threat to safety or personal property, or interferes with any operations on Grantor's Property.

8. **Indemnification and Insurance.** The Township agrees to defend, indemnify and hold harmless Grantor and its successors and assigns from any and all claims and demands whatsoever, including reasonable attorneys' fees, arising out of claims made for bodily injury or damage to property occasioned by the exercise of any rights under this Deed of Easement. The Township shall, at all times during which the Township is exercising any rights pursuant to this Deed of Easement, maintain commercial general liability insurance covering the Grantor's Property in a minimum amount of \$2,000,000.00 per occurrence and naming Grantor as an additional insured and as a certificate holder.

9. **Running of Benefits and Burdens.** The terms, covenants and conditions herein contained shall run with fee title to Grantor's Property and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. **Miscellaneous.** This Deed of Easement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. This Deed of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey. This Deed of Easement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Deed of Easement shall not be modified except by a written instrument signed by the party against whom enforcement is sought. If any provision of this Deed of Easement is found to be invalid or unenforceable, the remainder of this Deed of Easement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and the Township sign this Deed of Easement to be effective as of the date at the top of the first page.

WITNESS:

GRANTOR:

MATRIX 259 LCE G LLC

By: Taylor/Esptein Investment Fund, LLC,
its Manager

Name:
Title:

By: _____
Name: Donald M. Epstein
Title: Manager

WITNESS:

TOWNSHIP:

THE TOWNSHIP OF MONROE

Name:
Title:

By: _____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I CERTIFY that on _____, 20___, Donald M. Epstein personally came before me, and acknowledged under oath, to my satisfaction, that this person):

- (a) is the Manager of the Taylor/Epstein Investment Fund, LLC, the Manager of MATRIX 259 LCE G LLC, a New Jersey limited liability company, the Grantor named in this Deed of Easement;
- (b) is authorized to execute this Deed of Easement on behalf of Grantor in his capacity as the Manager of Taylor/Epstein Investment Fund, LLC, which is the Manager of the of Grantor;
- (c) executed this Deed of Easement on behalf of Grantor as the voluntary act of the Grantor; and
- (d) made this Deed of Easement for **less than \$100.00**, plus other valuable consideration as the full and actual consideration paid or to be paid for the grant of easement.

Name:
Notary Public or Attorney at Law
State of New Jersey

STATE OF NEW JERSEY:

SS:

COUNTY OF MIDDLESEX:

I certify that on this day ____ of _____, 2018, _____ personally came before me and this person acknowledged, under oath, to my satisfaction, that:

- A) This person is the Clerk of the Township of Monroe, named in this instrument;
- B) This person is the attesting witness to the signing of the instrument by _____, the _____ of the Township of Monroe;
- C) This Instrument was signed and delivered by the Township of Monroe as its voluntary act duly authorized by a proper resolution of the Township Council;
- D) This person signed this proof to attest the truth of these facts.

Sworn To And Subscribed Before

Me On This ____ Day Of _____, 2018

Schedule A
(Legal Description of Easement Area)

Schedule B
(Easement Area Plan)