

MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: O-6-2025-016

**ORDINANCE OF THE MONROE TOWNSHIP COUNCIL
AUTHORIZING THE ACCEPTANCE OF AN EASEMENT FROM MATRIX 259
LCE G LLC AS TO PROPERTY LOCATED AT BLOCK 56, LOT 9.04**

WHEREAS, pursuant to N.J.S.A. 40A:12-5(a) of the Local Lands and Buildings Law, the Township of Monroe (hereinafter referred to as the “Township”) is authorized to acquire any real property, or interests therein by ordinance; and

WHEREAS, Matrix 259 LCE G LLC (hereinafter referred to as the “Grantor”) is the owner of a certain tract of land identified on the Official Tax Map of the Township of Monroe (the “Township”) as Block 56, Lot 9.04 (hereinafter referred to as the “Property”); and

WHEREAS, the Township seeks to acquire a non-exclusive easement to construct, operate, maintain, replace, or supplement its water and appurtenant facilities on or under the surface of the Property (hereinafter referred to as the “Easement”); and

WHEREAS, a Deed of Easement from the Grantor has been executed by the Grantor, which provides the Township with a perpetual easement in the Property as described in the Deed appended hereto as Attachment A; and


WHEREAS, after analysis and review, the Township has determined it is in its best interest to accept the aforementioned Deed of Easement in a form substantially similar to the form attached hereto as Attachment A, subject to the review and approval of the Township Attorney.

WHEREAS, the Township Attorney has reviewed the aforementioned Deed of Easement and agreed that it is in the best interests of the Township to acquire the easement; 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 Deed of Easement as described in substantially the form appended hereto as Attachment A, subject to the review and approval of the Township Attorney, which set forth the terms and conditions pertaining to the easement.
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 All ordinances or part of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.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.

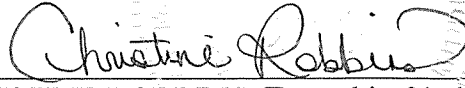
SO, ORDAINED as aforesaid.


MIRIAM COHEN, Council President

RECORDED VOTE – INTRODUCTION – June 16, 2025						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Dipierro	X		X			
Councilman Markel			X			
Councilwoman Siegel		X	X			
Council V. President Van Dzura			X			
Council President Cohen			X			

NOTICE

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 June 16, 2025. 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 June 30, 2025 at 6:30 p.m. at the Monroe Township Municipal Building, 1 Municipal Plaza, Monroe Township, New Jersey 08831. 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.



CHRISTINE ROBBINS, Township Clerk

RECORDED VOTE – SECOND READING & FINAL ADOPTION – June 30, 2025						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Dipierro	X		X			
Councilman Markel			X			
Councilwoman Siegel		X	X			
Council V. President Van Dzura			X			
Council President Cohen			X			

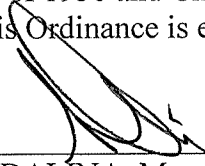
MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: O-6-2025-016

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AUTHORIZING THE ACCEPTANCE OF AN EASEMENT FROM MATRIX 259
LCE G LLC AS TO PROPERTY LOCATED AT BLOCK 56, LOT 9.04**

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.



STEPHEN DALINA, Mayor

Date signed: 7/1/25

ATTACHMENT A
(Deed of Easement)



Elaine M. Flynn
 Middlesex County Clerk
 Recording Data Cover Page
 Pursuant to N.J.S.A. 46:26A-5

INSTR # 2024025399
 0 BK 19454 PG 747 Pgs 747 - 756 (10 pgs)
 RECORDED 05/08/2024 01:23:29 PM
 NANCY J. PINKIN, COUNTY CLERK BD
 MIDDLESEX COUNTY, NEW JERSEY
 RECORDING FEES: \$13.00

Official Use Only

Date of Document MARCH 7, 2024	Type of Document <input type="text"/>
First Party Name MATRIX 259 LCE G LLC.	Second Party Name TOWNSHIP OF MONROE
Additional First Parties	Additional Second Parties

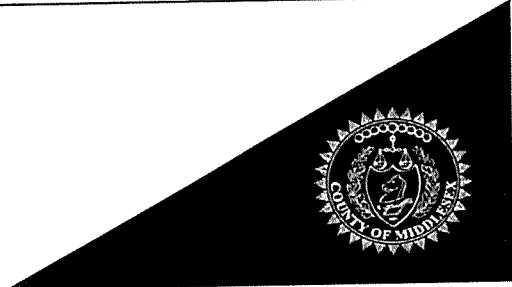
THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.

Block 56	Lot 9.04
Municipality Monroe <input type="checkbox"/>	Consideration LESS THAN \$100.00
Mailing Address of Grantee TOWNSHIP OF MONROE ONE MUNICIPAL PLAZA ROOM 107 MONROE TWP., N.J. 08831	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.

Original Book	Original Page
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MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.
This cover page is for use in Middlesex County, New Jersey only.
 Please do not detach this page from the original document as it
 contains important recording information and is part of the permanent record.



Prepared by:

DEED OF EASEMENT

THIS DEED OF EASEMENT, made on this 7 day of March, 2024

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.

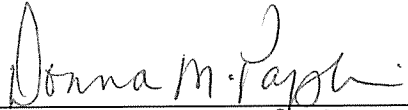
9. **Running of Benefits and Burdens.** The terms, covenants and conditions herein contained shall run with fee title to Grantor's Property and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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:


Name: Donna M. Paplin
Title: Notary Public


WITNESS:


Name: Christine Robbins, RMC
Title: Deputy Clerk

GRANTOR:

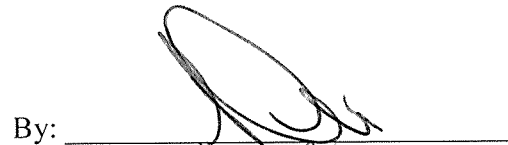
MATRIX 259 LCE G LLC

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

By: 
Name: Donald M. Epstein
Title: Manager

TOWNSHIP:

THE TOWNSHIP OF MONROE

By: 
Name: Stephen Dalma
Title: Mayor

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
) SS:
COUNTY OF *Middlesex*)

I CERTIFY that on November 30, 2022, 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.

Donna M. Papkin

Name: *Donna M. Papkin*
Notary Public or Attorney at Law
State of New Jersey

Donna M. Papkin
Notary Public of New Jersey
ID# 50090750
My Commission Expires October 1, 2023

Notary Seal

STATE OF NEW JERSEY:

SS:

COUNTY OF MIDDLESEX:

I certify that on this day 4th of March, 2024 Christine Robbins 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 Stephen Dalina, the Mayor 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 7th Day Of MARCH, 2024

Tanya M. Pannucci

TANYA M. PANNUCCI
NOTARY PUBLIC OF NEW JERSEY
ID # 50018053
My Commission Expires 7/16/2025

Schedule A
(Legal Description of Easement Area)

**DESCRIPTION OF PROPERTY
TOWNSHIP OF MONROE
MIDDLESEX COUNTY, NEW JERSEY**

**LOT 9.04 BLOCK 56
PROJECT NO. 080764-01-002
October 28, 2020**

BEGINNING at a point in the southeasterly sideline of the New Jersey Turnpike where same is intersected by the common line between Block 56 Lot 18.01 and Block 56 Lot 9.04 and running thence;

- 1) South $63^{\circ} - 05' - 49''$ East, 119.34' to a point, thence;
- 2) North $34^{\circ} - 26' - 19''$ East, 92.99' to a point, thence;
- 3) North $30^{\circ} - 24' - 16''$ East, 220.18' to a point of curvature, thence;
- 4) Along a curve to the right, having a radius of 48.03', an arc length of 72.32' and a central angle of $86^{\circ} - 16' - 16''$, to a point of tangency, thence;
- 5) South $63^{\circ} - 19' - 28''$ East, 150.34' to a point, thence;
- 6) North $82^{\circ} - 28' - 59''$ East, 51.02' to a point, thence;
- 7) South $59^{\circ} - 18' - 30''$ East, 18.98' to a point, thence;
- 8) South $30^{\circ} - 31' - 46''$ West, 30.36' to a point, thence;
- 9) South $61^{\circ} - 21' - 43''$ West, 35.80' to a point, thence;
- 10) South $29^{\circ} - 37' - 20''$ West, 200.30' to a point, thence;
- 11) South $62^{\circ} - 49' - 42''$ West, 36.10' to a point, thence;
- 12) South $00^{\circ} - 56' - 35''$ East, 45.42' to a point, thence;
- 13) South $27^{\circ} - 55' - 51''$ West, 55.97' to a point, thence;
- 14) South $63^{\circ} - 05' - 49''$ East, 68.73' to a point, thence;

**DESCRIPTION OF PROPERTY
TOWNSHIP OF MONROE
MIDDLESEX COUNTY, NEW JERSEY**

**LOT 9.04 BLOCK 56
PROJECT NO. 080764-01-002
October 28, 2020
PAGE 2 OF 2**

- 15) South $57^{\circ} - 34' - 03''$ East, 603.83' to a point, thence;
- 16) South $26^{\circ} - 54' - 52''$ West, 1043.47' to a point, thence;
- 17) North $62^{\circ} - 49' - 30''$ West, 144.42' to a point, thence;
- 18) South $24^{\circ} - 11' - 50''$ West, 2202.61' to a point, thence;
- 19) North $19^{\circ} - 08' - 00''$ East, 2073.58' along the Township line between Township of Cranbury and Township of Monroe, to a point, thence;
- 20) Continuing along same, North $62^{\circ} - 48' - 06''$ East, 798.99' to a point in the southeasterly right-of-way line of the New Jersey Turnpike, thence;
- 21) Along said line North $30^{\circ} - 31' - 46''$ East, 195.05' to a point, thence;
- 22) Leaving said right-of way line, South $67^{\circ} - 00' - 58''$ East, 208.42' to a point, thence;
- 23) North $58^{\circ} - 07' - 06''$ East, 133.36' to a point, thence;
- 24) North $56^{\circ} - 21' - 15''$ East, 21.49' to a point, thence;
- 25) North $31^{\circ} - 38' - 11''$ East, 174.05' to a point, thence;
- 26) North $59^{\circ} - 37' - 35''$ West 281.11' to a point in said right-of-way line, thence;
- 27) Along said right-of-way line North $30^{\circ} - 31' - 46''$ East, 711.74' to the point of BEGINNING.

CONTAINING: 1,497,032 square feet of land or 34.367 acres of land more or less.

SUBJECT TO: Easements of Record and rights of individual condominium lots contained therein.

The property described herein specifically excludes any portion of the such property that is occupied by a building.

Being further identified as Lots 9.04, 7.01 and 17 Block 56 on a plan entitled " Survey of Matrix Corporate Campus, Township of Cranbury Block 3 Lot 1.02 , Township of Monroe Block 56 Lot 9.04, Middlesex County, New Jersey" prepared by Partner Engineering & Science, April 29, 2015.

V:080764\Matrix Corporate Campus\survey\descriptions\block 5 Lot 9.04 2020-10-28

Bowman
CONSULTING



Township of Monroe

County of Middlesex

CHRISTINE ROBBINS
Township Clerk

Municipal Complex
1 Municipal Plaza
Monroe Township, NJ
08831-1900
Phone (732) 656-4573
Fax (732) 521-3190

Affidavit of Publication

I, Tanya Pannucci, Deputy Township Clerk, of the Township of Monroe, County of Middlesex, State of New Jersey, do hereby certify that the attached legal notice is a true copy of such notice, which was published in the Home News Tribune, the official newspaper of Monroe Township and a newspaper of general circulation in the County of Middlesex on June 20, 2025.


Tanya Pannucci, Deputy Township Clerk

Public Notices

06/20/2025

Share

Print

MONROE TOWNSHIP NOTICE OF PENDING ORDINANCE ORDINANCE NO.: O-6-2025-016 NOTICE IS HEREBY GIVEN THAT AN ORDINANCE ENTITLED: "ORDINANCE OF THE MONROE TOWNSHIP COUNCIL AUTHORIZING THE ACCEPTANCE OF AN EASEMENT FROM MATRIX 259 LCE G LLC AS TO PROPERTY LOCATED AT BLOCK 56, LOT 9.04", has been introduced and passed on first reading at the regular meeting of the Monroe Township Council held on June 16, 2025 and will be further considered for final passage after a Public Hearing during a Council meeting to be held on June 30, 2025 at 6:30 p.m. in the Monroe Twp. Municipal Building, One Municipal Plaza, Monroe Twp., N.J. 08831. At said time and place, all persons will be granted the opportunity to be heard concerning this Ordinance prior to its consideration for adoption by Council. The purpose of this Ordinance is to authorize acquisition of a non-exclusive easement to construct, operate, maintain, replace, or supplement its water and appurtenant facilities on or under the surface of the Property located at Block 56, Lot 9.04. The proposed Ordinance in its entirety can be viewed on the Township website, www.monroetwp.com and is on file in the Municipal Clerk's Office. Copies may be obtained without charge between the hours of 8:30am and 4:30pm. Monday through Friday. Christine Robbins, Municipal Clerk (\$18.72)



Township of Monroe

County of Middlesex

CHRISTINE ROBBINS
Township Clerk

Municipal Complex
1 Municipal Plaza
Monroe Township, NJ
08831-1900
Phone (732) 656-4573
Fax (732) 521-3190

Affidavit of Publication

I, Tanya Pannucci, Deputy Township Clerk, of the Township of Monroe, County of Middlesex, State of New Jersey, do hereby certify that the attached legal notice is a true copy of such notice, which was published in the Home News Tribune, the official newspaper of Monroe Township and a newspaper of general circulation in the County of Middlesex on July 8, 2025.

Tanya Pannucci, Deputy RMC
Tanya Pannucci, Deputy Township Clerk

Tuesday, July 08, 2025

Notice Content

MONROE TOWNSHIP, MIDDLESEX COUNTY NOTICE OF FINAL ADOPTION Notice is hereby given that the following entitled Ordinance was introduced and passed on First Reading at the regular meeting of the Monroe Township Council held on June 16, 2025. Furthermore, this Ordinance was adopted after a Public Hearing was held at the June 30, 2025 meeting of the Monroe Township Council which was held in the Monroe Twp. Municipal Building, One Municipal Plaza, Monroe Twp., N.J. 08831 and was thereafter approved and signed by the Mayor on July 1, 2025. MONROE TOWNSHIP, MIDDLESEX COUNTY ORDINANCE NO.: O-6-2025-016 "ORDINANCE OF THE MONROE TOWNSHIP COUNCIL AUTHORIZING THE ACCEPTANCE OF AN EASEMENT FROM MATRIX 259 LCE G LLC AS TO PROPERTY LOCATED AT BLOCK 56, LOT 9.04" CHRISTINE ROBBINS, R.M.C Township Clerk (\$15.60)