

**Record and Return To:**

**Prepared By:** Stephen A. Kisker, Esq.

**UTILITY EASEMENT**

**THIS UTILITY EASEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2022 by

**1980 US HWY I LLC C/O PRINCIPAL REAL ESTATE INVESTORS**, with an address of 801 Grand Avenue, Des Moines, Iowa 50392 (“**Grantor**”).

in favor of

the **TOWNSHIP OF NORTH BRUNSWICK**, a municipal corporation of the State of New Jersey, having an address of 710 Hermann Road, North Brunswick, New Jersey 08902 (“**Grantee**”).

**WHEREAS**, Grantor is the owner of land designated as Block 148, Lot 35.01 on the official tax map of the Township of North Brunswick, County of Middlesex, and State of New Jersey (the “**Property**”); and

**WHEREAS**, Grantee has requested that Grantor convey a Utility Easement (hereinafter defined) over a portion of the Property.

**NOW, THEREFORE**, in consideration of One Dollar, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby give, grant, and convey unto Grantee, its successors, assigns, agents and contractors, a Utility Easement over the portion of the Property described herein, upon the following terms and conditions.

1. **Utility Easement Area.** Grantor hereby grants an easement (“**Utility Easement**”) to Grantee over that portion of the Property described on Exhibit A attached hereto (the “**Easement Area**”).

2. **Purpose of Utility Easement.** This Utility Easement conveys to Grantee, its successors, assigns, agents and contractors (collectively “**Agents**”) the right to utilize the Easement Area for the purposes of the installation, removal, repair, use and maintenance of utility lines and systems, either above ground or below ground, together with all surface and sub-surface appurtenances deemed desirable or necessary to construct, reconstruct, remove, operate, use, maintain, inspect and/or repair same, together with the free right of Grantee and/or its Agents access to, and the right to enter and depart over and across such property, insofar as such right to enter and depart is necessary for the proper use of any other right granted herein. Reserving unto Grantor, its successors and assigns, the right to use the surface of so much of the land of Grantor as lies within the Easement Area for any lawful purposes which do not damage or interfere in any way whatsoever with the Grantee's lawful enjoyment of the Utility Easement.

3. **Duration of Easement and Assignment of Rights.** This Utility Easement is permanent and perpetual, and shall run with the land and shall inure to the benefit of the Grantee, its successors and/or assigns.

4. **Indemnification.** As further consideration for the rights granted herein, Grantee shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all damages, conditions, and claims arising out their activities within the Utility Easement Area, except for those claims that may arise out of the Grantor’s negligence or willful misconduct.

5. **Counterparts.** This instrument may be executed in one or more counterparts, together which shall constitute the same instrument.

**IN WITNESS WHEREOF**, Grantor has executed this Utility Easement the day and year first above written.

**WITNESS:** \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW JERSEY

SS.:

COUNTY OF \_\_\_\_\_

BE IT REMEMBERED, that on \_\_\_\_\_, 2022 before me, the subscriber, personally appeared \_\_\_\_\_, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of this Utility Easement;
- (b) was authorized to and did execute this Utility Easement as \_\_\_\_\_ of 1980 Us Hwy 1 LLC c/o Principal Real Estate Investors, the entity named in this Utility Easement; and
- (c) executed this Utility Easement as the act of the entity.

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

**Exhibit A**

## **The Easement Area**