

Record and return to:

Ronald H. Gordon, Attorney
Rainone, Coughlin, Minchello
555 U.S. Route One South, Suite 440
Iselin, New Jersey 08830

DEED OF PERMANENT EASEMENT

This Deed is made on _____, 2022

Between:

Hitesh R. Patel Family Trust
1436 Sutter Avenue
North Brunswick, NJ 08902

referred to as GRANTOR

and

Township of North Brunswick
710 Hermann Road
North Brunswick, NJ 08902

referred to as GRANTEE

WHEREAS, Grantor owns real property located in the Township of North Brunswick, County of Middlesex, State of New Jersey, which is legally described on the official Tax Map of the Township of North Brunswick as Block 1, Lot 14.02; and

WHEREAS, a portion of the real property (the "Property") is sought by the Grantee for the purpose of public roadway improvements, for an area identified in a "Description of Property" and more fully described in **Exhibit A** attached hereto; and

WHEREAS, the Property is along Finnegans Lane, a county roadway, and is more particularly depicted on **Exhibit B** hereto, where such property runs parallel to the roadway; and

WHEREAS, the Permanent Easement through the Property shall contain 72 square feet of land, 0.0017 acres; and

WHEREAS, the Parties intend to create this Permanent Roadway and Right-of-Way Easement in support of traffic signal equipment for the Signalization of the Intersection of Finnegans Lane and Tulip Drive;

NOW THEREFORE, for good and valuable consideration in the amount of One Dollar (\$1.00), receipt of which is acknowledged on this ____ day of _____2022, Grantor does hereby create, grant and convey the following permanent roadway and right of way easement and restriction upon the Lot and lands involved:

1. A permanent roadway and right of way easement is hereby created for the benefit of the Grantee to erect, construct, emplace, maintain, repair, replace and relocate and expand a road and right of way, together with the right, privilege and authority necessary, incidental or in any way appertaining to the complete enjoyment of the privileges and rights herein granted over, upon and access the following lands and premises of the Grantor, situated in the Township of North Brunswick, County of Middlesex and State of New Jersey, more particularly described on the written description annexed hereto as **Exhibit A** and depicted on **Exhibit B** (“Easement”).

The Grantor does also grant an Easement in Perpetuity for the Grantee, its successors, assigns, officers, agents and servants, contractors or subcontractors, their agents, subagents and employees to routinely maintain, service and clean the road and appurtenances located on this Permanent Easement.

2. The Grantee does, for itself and its respective successors and assigns, covenant and agree with the Grantor, its heirs, executors, administrators, successors and assigns, that it will at all times hereafter, at its own cost and expense, repair, maintain and keep repaired in a proper and workmanlike manner the Easement and appurtenance insofar as the same affects the above described premises in full compliance with all North Brunswick’s ordinance requirements and standards and that it will at all times, after doing any work in connection with the maintenance and repair of the Easement, as nearly as practicable restore the premises to the condition in which the premises were found before such maintenance or repair work was undertaken.

3. The Easement and restrictions, terms and conditions of this Agreement shall permanently run with the land and shall both bind and benefit Grantor, all future owners of the Lot and their heirs, assigns and successors in and to the land.

4. The Easement and restrictions and terms and conditions of this Agreement shall be in addition to any existing deed restrictions binding the Lot (if any) and shall in no way lessen, negate or alter any existing deed restrictions. There shall be no merger of the easement granted, established, created and reserved hereby with the fee estate of any party, by reason of the fact that a party or any one or more may own or hold (a) the estate or interest encumbered by such easement and (b) the fee estate of the Property and no such merger shall occur until such parties execute a written statement or instrument affecting such merger and shall duly record the same.

5. The Grantor represents that it has the requisite power and authority to enter into this agreement.

6. This Easement may be signed in one or more counterparts, each of which shall be deemed an original.

GRANTOR:

Hitesh R. Patel Family Trust

By: _____

Hitesh R. Patel

BE IT REMEMBERED, that on this ____ day of _____2022, before me, the subscriber, personally appeared before me, who, I am satisfied, is the Grantor described in and who executed the foregoing Agreement, and I, having first made known to him the contents thereof, he did acknowledge that he executed the same as his act and deed for the uses and purposes therein expressed.

By: _____

GRANTEE:

Township of North Brunswick

By: _____

Mayor Francis M. Womack, III

STATE OF NEW JERSEY

COUNTY OF

BE IT REMEMBERED, that on this ____ day of _____2022, before me, the subscriber, personally appeared before me, who, I am satisfied, is the Grantee described in and who executed the foregoing Agreement, and I, having first made known to him the contents thereof, he did acknowledge that he executed the same as his act and deed for the uses and purposes therein expressed.

By: _____

Lisa Russo, Clerk