



**TOWNSHIP OF NORTH BRUNSWICK**  
710 HERMANN ROAD  
NORTH BRUNSWICK, NJ 08902

Tel.: (732) 247-0922 x440

Fax: (732) 289-3822

Website: [WWW.NORTHBRUNSWICKNJ.GOV](http://WWW.NORTHBRUNSWICKNJ.GOV)

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** James E. Stahl, Esq.  
Borrus, Goldin, Foley, Vignuolo, Hyman & Stahl, P.C.  
2875 Route 1  
North Brunswick, New Jersey 08902

**FROM:** Andrei Alexeev, Zoning Officer

**DATE:** September 15, 2022

**SUBJECT:** Block: 259 Lot(s): 9.01, 10.01  
Street Address: 770-786 Carolier Lane  
Applicant: Bowlero North Brunswick LLC

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Dear Mr. Stahl:

I have reviewed a variance application for the above-referenced address, and I am issuing the following report.

The following application materials were reviewed:

- o 1-sheet sign plan prepared by Persona Signs LLC, dated 8/11/2022;
- o 1-sheet sign plan prepared by Thompson Engineering Services LLC, dated 4/4/2022;
- o 2-sheet property survey prepared by American Surveying & Mapping Inc., dated 8/16/2022.

**Administrative**

1. The applicant proposes to replace an existing multi-tenant freestanding sign with a new 40 ft. high 249.6 sq. ft. multi-tenant freestanding sign.
2. The subject property is a shopping center located in the General Commercial (C-2) District. A shopping center is a permitted use in the zone (Figures 1 & 2 below).



Figure 1: Subject property (3D view).



Figure 2: Subject property (Street view).

- 3. Variances associated with the development application are summarized in the following table(s):
  - a. The proposed development requires the following “C” variance(s):

Description	Min. Required/Max. Permitted	Proposed	Variance	Ordinance
<b>Freestanding Sign, Height</b>	20 ft.	40 ft.	V	§ 205-102 (D)
<b>Freestanding Sign, Sign Area</b>	150 ft.	249.6 ft.	V	§ 205-105 (H) (2)

V = Variance

### Technical

1. Variances:

- a. **Freestanding Sign, Height** – The applicant proposes to replace an existing multi-tenant freestanding sign with a new 40 ft. high multi-tenant freestanding sign, whereas no freestanding sign shall exceed 20 feet in height above ground level (**§205-102 (D)**). The applicant should justify this variance request and provide testimony to satisfy the C-1 (hardship) and/or C-2 variance criteria.
  
- b. **Freestanding Sign, Sign Area** - The applicant proposes to replace an existing multi-tenant freestanding sign with a new 249.6 sq. ft. multi-tenant freestanding sign, whereas freestanding signs for office, commercial and industrial buildings in excess of 50,000 sq. ft. of gross floor area shall not exceed 150 sq. ft. (**§205-105 (H)(2)**). The applicant should justify this variance request and provide testimony to satisfy the C-1 (hardship) and/or C-2 variance criteria.

The Township reserves the right to further comment based upon the testimony at the public hearing.

### Completeness

1. Checklist:

The applicant must remit the following items in order for a completeness certification to be issued:

- 15 copies of a plot plan/property survey marked to show the location of the proposed sign and setbacks from the property lines.
- W-9 form.
- **§ 205-135.2 (L)**: Electronic copies of additional plans, reports, applications, etc.

**2. Fees and Escrow Deposits (§ 205-139):**

The applicant must remit the following application fees and technical review escrow deposits in order for a completeness certification to be issued.

**Land Use Application Fees:**

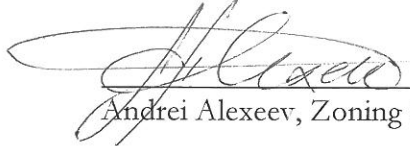
Zoning Report	\$200.00
C Variance (Commercial)x2:	<u>\$400.00</u>
<b>TOTAL:</b>	<b>\$600.00</b>

**Technical Review Escrow Deposit:**

C Variance (Commercial)x2:	<u>\$600.00</u>
<b>TOTAL:</b>	<b>\$600.00</b>

Please remit two separate checks in the above total amounts and provide the items identified above. Upon receipt and review of the requested materials, you will be notified regarding the status of your application with respect to a Board hearing, for which proper notification will be required. If you have any questions, you may contact Kristen Olcsvay, Secretary to the Zoning Board, at 732-247-0922, extension 440.

Sincerely,

  
\_\_\_\_\_  
Andrei Alexeev, Zoning Officer

- c: Mayor and Council
- Michael Hritz, Director of Community Development
- Tom Vigna, Planner
- Zoning Board of Adjustment



For Office Use Only	
Date Filed: _____	Appl. No.: _____
Appl. Fee: \$ _____	Escrow Deposit: \$ _____
<b>Check One:</b>	
<input type="checkbox"/> Zoning Board of Adjustment	
<input type="checkbox"/> Planning Board	

Revision Date: 9/2020

**TOWNSHIP OF NORTH BRUNSWICK**

**Variance Application (FORM C)**

The original and fourteen (14) copies of the completed application form supplied by the Township and the required number of copies of supporting documents listed in the applicable checklist must be filed with the Department of Community Development. If a waiver is being requested for any item on the checklist, it must be noted in the "waiver requested" section, and each item must be listed by checklist number and a detailed reason for the request must be provided. Any application that does not include an item required by the checklist, and for which a waiver has not been requested, will be automatically deemed incomplete.

All applications must be accompanied by appropriate fees and escrow deposits together with a written explanation of the amount calculations. Separate application fee and escrow deposit checks must be provided.

In addition to submittal of hard copies of documents, copies of all applications, surveys, plans, reports and studies, such as environmental impact, traffic, stormwater, sewer and water reports, and any other documents associated with the application, shall be submitted on a CD in portable document format (pdf) at 400 x 400 dpi. Submittal of such digital copies shall be required to constitute an application for development, and all revised files shall be resubmitted as the originals are changed or amended. Every electronic submission must be accompanied by a cover letter listing all attached documents and any revisions, where applicable. Single-family or two-family homeowners preparing variance applications on their own behalf shall not be subject to this electronic submission requirement, provided that such applications do not require site plan or subdivision approval.

The following proof of satisfying the notice requirements must be filed with the Secretary of the appropriate Board at least five (5) days prior to the date fixed for the hearing:

- Affidavit of Service
- Copy of notice served
- Certified List of Property Owners within 200 feet and others served with manner of service
- Certified Mail receipts stamped by the USPS
- Affidavit of Publication from the newspaper in which the notice was published.



**PART I**

**SUBJECT PROPERTY:**

Block 259 Lot(s) 9.01 & 10.01 Zone C-2 (General Commercial)  
Property Location 770-786 Carolier Lane, North Brunswick, NJ 08902  
Size of Property 7.509 +/- acres

**Present Use:**  Residential  Non-Residential  Vacant  
**Proposed Use:**  Residential  Non-Residential Specify: Pylon Sign

**CONTACTS:**

**Applicant:**  Corporation  Partnership  Individual  
 Other/Explain \_\_\_\_\_

Name: Bowlero North Brunswick LLC  
Address: 222 W. 44th Street, 4th Floor, New York, NY 10036  
Telephone: 908-285-3196 Fax: 212-777-2390  
Email: BJones@BowleroCorp.com

**Owner (if different from Applicant):**

Name: Same as Applicant.  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Engineer:**

Name: Thompson Engineering Services, LLC  
Address: P.O. Box 1500, Englewood, TN 37329  
Telephone: 423-781-7336 Fax: 423-781-7337  
Email: carl@tesengrs.com

**Attorney:**

Name: James E. Stahl, Esq. of Borrus, Goldin, Foley, Vignuolo, Hyman & Stahl, P.C.  
Address: 2875 US Highway 1, North Brunswick, NJ 08902  
Telephone: 732-422-1000 ext. 222 Fax: 732-422-1016  
Email: Jstahl@borrus.com cc: dbelliveau@borrus.com



**ASSOCIATED APPROVALS REQUESTED:**

**Site Plan:**

- Site Plan
- Amended Site Plan
- Conditional Use

**Subdivision:**

- Minor Subdivision
- Preliminary Major Subdivision
- Final Major Subdivision
- Amended Preliminary Major Subdivision
- Amended Final Major Subdivision

Other (specify): N/A

A change to a nonpermitted use shall require a site plan approval or, as a minimum, a site plan waiver request. Such request may be considered by the Board, and, if granted, will constitute an acknowledgment by the Board that the condition of the property is satisfactory and meets the requirements of Chapter 205. No site plan waiver will be granted if the condition of the property is not satisfactory in such matters as traffic, circulation, access, parking, lighting, setbacks, lot coverage, safety, landscaping, buffer, fire safety, noise or other requirements of Chapter 205

**Is a site plan waiver requested?**  YES  NO

If a site plan waiver is sought, explain why the request shall be granted:

**The only change that will be made is the replacement of the existing sign with the new pylon sign.**

**Is the application proposed to be bifurcated?**  YES  NO

If bifurcated, identify the nature of subsequent development approvals to be sought:

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**Identify Requested Variances:**

Ordinance Section:	Requirement:	Proposed Deviation:
§205- <b>102(D)</b>	<b>Max. Height of Sign - 20 Sq. Ft.</b>	<b>40 Sq. Ft.</b>



§205- <u>105(H)(2)</u>	Max. Size of Sign Face - 150 Sq. Ft.	250 Sq. Ft.
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____

**Identify Requested Design Waivers:**

Ordinance Section:	Requirement:	Proposed Deviation:
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____
§205- _____	_____	_____

**“C” Variance(s) (Check one that applies):**

A variance under N.J.S.A. 40:55D-70.C(1):

Detail your argument for how this case conforms to this requirement, including, if applicable, reference to exceptional narrowness, shallowness or shape of the property, or exceptional topographic conditions or physical features uniquely affecting the property, or extraordinary and exceptional situations uniquely affecting the property or the structures lawfully existing thereon:

**Applicant requires an improved and enhanced sign to provide visibility along the**





high speed Route 1 corridor and to further identify the tenants at the subject property.

and/or

A variance under N.J.S.A. 40:55D-70.C(2):

Detail your argument for how this case conforms to this requirement: Existing signage presently utilized by Applicant on the premises, due to the setback of the building from the high speed Route 1 corridor is inadequate to identify Applicant's and tenants' use to prospective and present customers. This represents a hardship and is negatively impacting the business of Applicant and tenants.

**D Variance(s):**

State special reasons why the refusal to allow the project would impose on the applicant an undue hardship and/or how the proposed project carries out a purpose of zoning as defined in N.J.S. 40:55D-2. Detail your argument for 1) how the proposed use inherently serves the public good, and/or 2) why the property cannot reasonably be adapted to a conforming use, and/or 3) what unique characteristics of the site make it particularly appropriate for the proposed use rather than a permitted use: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C and D Variance(s):**

Supply a statement of facts why relief can be granted without substantial detriment to the public good: The proposed sign is on a 7.509 acre site having no impact on adjoining properties, all of which are commercial in nature.

\_\_\_\_\_

Supply a statement of facts why relief can be granted without substantial detriment to the intent and purpose of the zone plan and zoning ordinance: See above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PART III**

**Has there been any previous application to any Township Board involving these premises?**

YES       NO

If yes, provide file number(s) and state the nature, date and disposition of said mater:

Various minor site plan modifications.  
\_\_\_\_\_

**Is public water available?**

YES       NO

If no, how will water service be supplied? \_\_\_\_\_

**Is public sewer available?**

YES       NO

If no, provide proposed method of sewage disposal: \_\_\_\_\_

**Are there any existing deed restrictions, easements or covenants?**

YES       NO

If yes, are copies provided?

YES       NO

**Are any deed restrictions, easements or covenants contemplated?**

YES       NO

If yes, are copies provided?

YES       NO

**Does the owner own or have any ownership interest in any contiguous property?**

YES       NO

If yes, provide type of ownership, address, block and lot(s): \_\_\_\_\_  
\_\_\_\_\_

**LIST OF PLANS, REPORTS AND OTHER MATERIALS SUBMITTED:**

Quantity:	Description of Item:
15	ALTA/NSPS Land Title Survey prepared by American Surveying & Mapping, Inc., dated 8/16/22
15	Sign Detail (Existing/Proposed/Graphics) prepared by Persona Signs, LLC, dated 8/11/22
15	Layout & Details Bowlero/Pylon Sign prepared by Thompson Engineering Services, LLC, dated April 4, 2022
15	Ownership Disclosure



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 \_\_\_\_\_

**DISCLOSURE OF OWNERS OF CORPORATION OR PARTNERSHIP:**

A corporation or partnership applying to a Board for permission to subdivide a parcel of land into six or more lots, or applying for a variance to construct a multiple dwelling of 25 or more family units or for approval of a site to be used for commercial purposes shall list the names and addresses of all stockholders or individual partners owning at least 10% of its stocks of any class or at least 10% of the interest in the partnership, as the case may be, as required by N.J.S.A. 40:55D-48.1. Applications which do not comply with N.J.S.A. 40:55D-48.1 et seq. will be deemed incomplete.

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
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 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_

**Applicant's Signature:**  \_\_\_\_\_ **Date:** August 30, 2022

Jorge Behavides, Authorized Signatory  
 Page 8 of 11



**ESCROW FUNDS AGREEMENT:**

The Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) authorizes the collection of Technical Review Escrow Fees to cover the costs incurred by the Township for professional services involved in the review of land use development applications. Subsection 205-139 of the North Brunswick Township Land Use Ordinance establishes the amount of Technical Review Escrow Fees and the procedures for collecting and replenishing same. I hereby acknowledge and agree to the following: 1) I am responsible for the cost of all reasonable professional services rendered to the Planning Board or Board of Adjustment during the review and processing of my development application. 2) If I receive a written Deficiency Notice from the Chief Financial Officer or his/her designee (CFO) that the balance of funds remaining in the account is insufficient to cover invoices, vouchers or bills submitted to the Township for services which have already been performed, no further consideration, review or processing of the application will be permitted until such time as the funds requested in the Deficiency Notice have been deposited, and this cessation of work could result in carrying my application to the next regularly scheduled public meeting of the designated land use agency. 3) Failure to deposit the amount requested in the Deficiency Notice within ten days of receipt shall toll the period for action by the Planning Board or Board of Adjustment as stipulated in N.J.S.A. 40:55D-1 et seq., and shall bar me from seeking a default approval under N.J.S.A. 40:55D-10.4. 4) Failure to post funds requested in the Deficiency Notice within 45 days shall be grounds for dismissal of my application without prejudice, and I acknowledge that failure to pay the shortfall shall result in the shortfall being deemed a lien on the property which is subject of the land development application. 5) In the event that my application is approved and a Deficiency Notice is received after the approval is memorialized, failure to pay the shortfall amount shall be grounds for voiding the approval. 6) In the event that my application is denied and a Deficiency Notice is received after the denial is memorialized, I am still obligated to pay any shortfall amount, and I acknowledge that failure to pay the shortfall shall result in the shortfall being deemed a lien on the property which is subject of the land development application.

**Applicant's Signature:**  **Date:** August 30, 2022  
Jorge Benavides, Authorized Signatory

**Owner's Signature (if different from Applicant):** \_\_\_\_\_ **Date:** \_\_\_\_\_



**SITE INSPECTION AUTHORIZATION**

I hereby give permission for North Brunswick professional staff or municipal agencies and their agents to come upon and inspect these premises with respect to this application.

Owner's Signature:  Date: August 30, 2022  
Jorge Benavides, Authorized Signatory

**APPLICANT'S CERTIFICATION:**

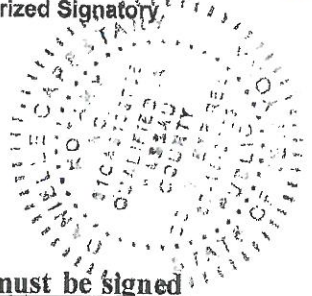
I, Jorge Benavides, authorized signatory of Bowlero North Brunswick, LLC, of full age, being duly sworn according to law and upon my oath, depose that: I reside at 222 W 44th Street, 4th Floor, New York, New York 10036 in the County of New York and State of New York, and that the above statements contained in this application and in the papers appended thereto are true. I further certify that I am the individual applicant, or a general partner of the partnership applicant, or an officer of the corporate applicant, and I am authorized to sign the application for the partnership or corporation.

SIGNATURE  
Jorge Benavides, Authorized Signatory

Sworn to and subscribed before me this 30th day of August, 2022

NOTARY PUBLIC

DANIELLE CAPESTANY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CA6130706  
Qualified in Nassau County  
My Commission Expires 07-18-2025



**OWNER'S CERTIFICATION (If the owner is a corporation, this section must be signed by an authorized corporate officer. If the owner is a partnership, this section must be signed by a general partner):**

I, Jorge Benavides, Authorized Signatory of Bowlero North Brunswick, LLC, of full age, being duly sworn according to law and upon my oath depose that: I reside at 222 W 44th Street, 4th Floor, New York, New York 10036 in the County of New York and State of New York, and that the above statements contained in this application and in the papers appended thereto are true. I further certify that I am the owner in fee of all that certain lot, piece or parcel of land



situated, lying, and being in the municipality aforesaid, and known and designated as Block(s) 259 and Lot(s) 9.01 & 10.01,

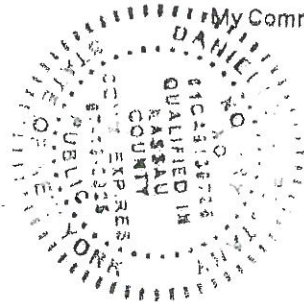
and that I am either the applicant or I have authorized the applicant to make this application, and I agree to be bound by the application, the representations made and the decision in the same manner as if I were the applicant.

SIGNATURE  
Jorge Benavides, Authorized Signatory

Sworn to and subscribed before  
me this 30th day of  
August, 2022

*Danielle Capestany*  
NOTARY PUBLIC

DANIELLE CAPESTANY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CA6130706  
Qualified in Nassau County  
My Commission Expires 07-18-2025





**Middlesex County  
Document Summary Sheet**

MIDDLESEX COUNTY CLERK  
PO BOX 871  
JOHN F. KENNEDY SQUARE  
NEW BRUNSWICK NJ 08901

INSTR # 2020011126  
O BK 17771 PG 224  
RECORDED 02/03/2020 02:42:11 PM  
ELAINE M. FLYNN, COUNTY CLERK  
MIDDLESEX COUNTY, NEW JERSEY  
RECORDING FEES \$105.00  
RTF TOTAL TAX 231,182.50  
**Official Use Only**

<b>Transaction Identification Number</b>		4196741	3860787
<b>Submission Date</b> (mm/dd/yyyy)	01/31/2020	<b>Return Address</b> (for recorded documents)	
<b>No. of Pages</b> (excluding Summary Sheet)	7	CHICAGO TITLE COMPANY LLC	
<b>Recording Fee</b> (excluding transfer tax)	\$105.00	2 UNIVERSITY PLAZA SUITE	
<b>Realty Transfer Tax</b>	\$231,182.50	SUITE 206	
<b>Total Amount</b>	\$231,287.50	HACKENSACK, NJ 07601	
<b>Document Type</b>	DEED - REGULAR		
<b>Municipal Codes</b>			
NORTH BRUNSWICK		NBR	
<b>Batch Type</b>	L2 - LEVEL 2 (WITH IMAGES)		
346641			

**Additional Information (Official Use Only)**

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RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Middlesex County  
Document Summary Sheet**

<b>DEED - REGULAR</b>	<b>Type</b>		DEED - REGULAR			
	<b>Consideration</b>		\$10,575,000.00			
	<b>Submitted By</b>		SIMPLIFILE, LLC. (SIMPLIFILE)			
	<b>Document Date</b>		01/24/2020			
	<b>Reference Info</b>					
	<b>Book ID</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>	
	<b>GRANTOR</b>	<b>Name</b>		<b>Address</b>		
		CAROLIER LANES INC		12 DERBY LANE, NORTH BRUNSWICK, NJ 08902		
	<b>GRANTEE</b>	<b>Name</b>		<b>Address</b>		
	BOWLERO NORTH BRUNSWICK LLC		222 W 44TH STREET, 4TH FLOOR, NEW YORK, NY 10036			
<b>Parcel Info</b>						
<b>Property Type</b>	<b>Tax Dist.</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Municipality</b>	
	NB	259	9.01		NBR	

\* DO NOT REMOVE THIS PAGE.  
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Prepared By: James E. Stahl, Esq.

## DEED

This Deed is made on January 24, 2020

### **BETWEEN**

CAROLIER LANES, INC., a Corporation of the State of New Jersey

having an office at 12 Derby Lane, North Brunswick, New Jersey 08902

referred to as the Grantor,

### **AND**

BOWLERO NORTH BRUNSWICK, LLC, a Delaware limited liability company

whose post office address is 222 W. 44<sup>th</sup> St., 4<sup>th</sup> Floor, New York, NY 10036

referred to as the Grantee.

“Grantor” and “Grantee” means all Grantors and all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Ten Million Five Hundred Seventy-Five Thousand (\$10,575,000.00) Dollars.

The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Township of North Brunswick, Middlesex County, New Jersey  
Block 259, Lot 9.01. More commonly known as 770-786 Carolier Lane, North Brunswick, NJ 08902

**Property.** The property consists of the land and all the buildings and structures on the land in the Township of North Brunswick, County of Middlesex, and State of New Jersey. The legal description is:

See Legal Description attached hereto and by this reference made a part hereof as Schedule “A”.

BEING the same premises conveyed to Carolier Lanes, Inc., under Deed from Bess Wiesenfeld, Widow, dated December 20, 1986, recorded on January 29, 1987 in Deed Book 3592, Page 76 in the Middlesex County, New Jersey Clerk’s Office.

ALL THAT CERTAIN TRACT, PARCEL AND LOT OF LAND LYING AND BEING SITUATE IN THE TOWNSHIP OF NORTH BRUNSWICK, COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF CAROLIER LANE (FORMERLY KNOWN AS FRONTAGE ROAD) SAID POINT BEING THE NORTHWEST CORNER OF LAND CONVEYED TO NEW JERSEY STATE DOT IN DEED BOOK 4914, PAGE 532; THENCE

NORTH 22 DEGREES 31 MINUTES 10 SECONDS EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 250.13 FEET TO AN ANGLE POINT IN SAME; THENCE

NORTH 67 DEGREES 28 MINUTES 50 SECONDS WEST, STILL ALONG SAID EASTERLY LINE, A DISTANCE OF 4.92 FEET TO AN ANGLE POINT IN SAME; THENCE

NORTH 22 DEGREES 31 MINUTES 10 SECONDS EAST, STILL ALONG SAID EASTERLY LINE, A DISTANCE OF 140.16 FEET TO A POINT OF CURVATURE IN SAME; THENCE

NORTHEASTWARDLY, STILL ALONG SAID EASTERLY LINE, CURVING TO THE RIGHT WITH A RADIUS OF 137.79, AN ARC LENGTH OF 136.41 FEET, A DELTA ANGLE OF 56 DEGREES 43 MINUTES 15 SECONDS WITH A CHORD BEARING AND DISTANCE OF NORTH 50 DEGREES 52 MINUTES 47 SECONDS EAST, 130.91 FEET TO A POINT OF TANGENCY IN THE SOUTHERLY LINE OF SAID CAROLIER LANE; THENCE

NORTH 79 DEGREES 14 MINUTES 24 SECONDS EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 323.53 FEET TO THE WESTERLY LINE OF LAND CONVEYED TO MES ASSOCIATES, LLC; THENCE

SOUTH 07 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY LINE OF MES ASSOCIATES, LLC, A DISTANCE OF 26.44 FEET TO THE SOUTHERLY LINE OF SAID LANDS CONVEYED TO MES ASSOCIATES, LLC; THENCE

NORTH 82 DEGREES 09 MINUTES 32 SECONDS EAST, ALONG THE LAST MENTIONED SOUTHERLY LINE, A DISTANCE OF 177.25 FEET TO A POINT IN THE WESTERLY LINE OF LAND CONVEYED TO EXTRA SPACE PROPERTIES EIGHTY, LLC IN DEED BOOK 6374, PAGE 686; THENCE

SOUTH 22 DEGREES 32 MINUTES 00 SECONDS WEST, ALONG THE LAST MENTIONED LANDS, A DISTANCE OF 749.04 FEET TO A POINT IN THE WESTERLY LINE OF LAND CONVEYED TO NORTH BRUNSWICK TOWNSHIP; THENCE

SOUTH 35 DEGREES 10 MINUTES 00 SECONDS WEST, ALONG THE LAST MENTIONED WESTERLY LINE, A DISTANCE OF 69.30 FEET TO A POINT IN THE NORTHERLY LINE OF LAND CONVEYED TO GEORGE C. AND BEVERLY T. PAULICK IN DEED BOOK 3999, PAGE 272; THENCE

NORTH 59 DEGREES 30 MINUTES 00 SECONDS WEST, PARTLY ALONG SAID LANDS OF PAULICK, ALONG LANDS CONVEYED TO ROHAIL ASRAR AND NADIA ALI IN DEED BOOK 6312, PAGE 701, ALONG LANDS CONVEYED TO ANVITH BADDAM AND PREETI R. HANMANATH IN DEED BOOK 6567, PAGE 211 AND ALONG AFOREMENTIONED LANDS OF NEW JERSEY STATE DOT, A DISTANCE OF 483.03 FEET TO THE POINT AND PLACE OF BEGINNING.

TOGETHER WITH THE BENEFICIAL EASEMENT RIGHTS AS SET FORTH IN EASEMENT AGREEMENT BETWEEN NORTH BRUNSWICK 2001, LLC AND CAROLIER LANES, INC., RECORDED NOVEMBER 1, 2006 IN DEED BOOK 5741, PAGE 138.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**Signatures.** The Grantor signs this Deed as of the date at the top of the first page. Its corporate seal is affixed.

ATTEST:

Carolier Lanes, Inc.,  
A Corporation of the State of New Jersey

  
\_\_\_\_\_  
JAMES E. STAHL, ESQ.

By:

  
\_\_\_\_\_  
LEE LIVINGSTON  
Secretary/Treasurer

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX, SS.:

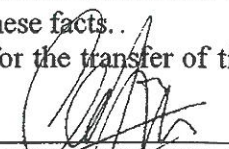
I CERTIFY that on January 24, 2020,

LEE LIVINGSTON

personally came before me and acknowledged under oath,

to my satisfaction, that:

- (a) this person is the secretary of Carolier Lanes, Inc., A Corporation of the State of New Jersey, the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Secretary/Treasurer of the corporation;
- (c) this document 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 document;
- (e) this person signed this proof to attest to the truth of these facts.
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$10,575,000.00 Dollars.

  
\_\_\_\_\_  
LEE LIVINGSTON, Secretary  
(Attesting Witness)

Subscribed and sworn to before  
me this 24 day of January 2020

  
\_\_\_\_\_  
JAMES E. STAHL  
Attorney at Law of New Jersey

GIT/REP-3  
(8-19)  
(Print or Type)

State of New Jersey  
Seller's Residency Certification/Exemption

**Seller's Information**

Name(s)  
Carolier Lanes, Inc., a Corporation of the State of New Jersey  
Current Street Address  
12 Derby Lane  
City, Town, Post Office State ZIP Code  
North Brunswick NJ 08902

**Property Information**

Block(s) Lot(s) Qualifier  
259 9.01  
Street Address  
770-786 Carolier Lane  
City, Town, Post Office State ZIP Code  
North Brunswick NJ 08902  
Seller's Percentage of Ownership Total Consideration Owner's Share of Consideration Closing Date  
100 10,575,000.00 10,575,000.00 1/24/2020

**Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)**

1.  Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3.  Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6.  The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7.  The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.  
 Seller did not receive non-like kind property.
8.  The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed is dated prior to August 1, 2004, and was not previously recorded.
11.  The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12.  The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13.  The property transferred is a cemetery plot.
14.  The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15.  The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16.  The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

**Seller's Declaration**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

1-24-2020 \_\_\_\_\_  
Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

\_\_\_\_\_ Lee Livingston, Secretary/Treasurer  
Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Middlesex } SS. County Municipal Code 1214

FOR RECORDER'S USE ONLY	
Consideration \$	_____
RTF paid by seller \$	_____
Date _____	By _____

MUNICIPALITY OF PROPERTY LOCATION North Brunswick \*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Lee Livingston, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Secretary/Treasurer in a deed dated January 24, 2020 transferring real property identified as Block number 259 Lot number 9.01 located at 770-786 Carolier Lane, North Brunswick and annexed thereto.

(2) CONSIDERATION \$ 10,575,000.00 (Instructions #1 and #5 on reverse side) [X] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation  
\$ 5,000,000.00 + 54.28% = \$ 7,714,000.00  
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)  
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)  
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) [ ] 62 years of age or over. \* (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) [ ] legally blind or; \*
DISABLED PERSON Grantor(s) [ ] permanently and totally disabled [ ] receiving disability payments [ ] not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[ ] Owned and occupied by grantor(s) at time of sale. [ ] Resident of State of New Jersey.
[ ] One or two-family residential premises. [ ] Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

- C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
[ ] Affordable according to H.U.D. standards. [ ] Reserved for occupancy.
[ ] Meets income requirements of region. [ ] Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)
[ ] Entirely new improvement. [ ] Not previously occupied.
[ ] Not previously used for any purpose. [ ] NEW CONSTRUCTION printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
[ ] No prior mortgage assumed or to which property is subject at time of sale.
[ ] No contributions to capital by either grantor or grantee legal entity.
[ ] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 24 day of January, 2020. Signature of Deponent: [Signature] Grantor Name: Carolier Lanes, Inc.
12 Derby Lane, North Brunswick, NJ 08902. A Corporation of the State of NJ, 12 Derby Lane, North Brunswick, NJ 08902.

Deponent Address: [Address] Grantor Address at Time of Sale: Chicago
Last three digits in Grantor's Social Security Number: XXX-XXX-722 Name/Company of Settlement Officer: Chicago

James E. Stanl
By [Signature]
At Law
OR NOT

FOR OFFICIAL USE ONLY	
Instrument Number _____	County _____
Deed Number _____	Book _____ Page _____
Deed Dated _____	Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY, PO BOX 251, TRENTON, NJ 08695-0251, ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.htm

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

COUNTY NASSAU } SS. County Municipal Code  
Middlesex 1214

FOR RECORDER'S USE ONLY	
Consideration	\$ _____
RTF paid by buyer	\$ _____
Date	By _____

MUNICIPALITY OF PROPERTY LOCATION North Brunswick

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) XXX-XX-X 9 8 9  
 Deponent, Randy Ostrowe, being duly sworn according to law upon his/her oath,  
 (Name)  
 deposes and says that he/she is the Vice President in a deed dated January, 2020 transferring  
 (Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
 real property identified as Block number 259 Lot number 9.01 located at  
770-786 Carolier Lane, North Brunswick and annexed thereto.  
 (Street Address, Town)

(2) CONSIDERATION \$ 10,575,000 (See Instructions #1, #5, and #11 on reverse side)  
 Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

(A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.  
 Class 2 - Residential  Class 4A - Commercial properties  
 Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property (If checked, calculation in (E) required below)  
 Cooperative unit (four families or less) (See C. 46:8D-3.) Cooperative units are Class 4C.

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.  
 Property class. Circle applicable class or classes: 1 3B 4B 4C 15  
 Property classes: 1-Vacant Land; 3B- Farm property (Qualified); 4B- Industrial properties; 4C- Apartments; 15- Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)  
 Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.  
 Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4.

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).  
 Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY  
 Total Assessed Valuation + Director's Ratio = Equalized Valuation

Property Class	\$ _____	+	_____ % = \$ _____
Property Class	\$ _____	+	_____ % = \$ _____
Property Class	\$ _____	+	_____ % = \$ _____
Property Class	\$ _____	+	_____ % = \$ _____

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)  
 Total Assessed Valuation + Director's Ratio = Equalized Value  
 \$ 5,000,000 + 54.28 % = \$ 7,714,000  
 If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)  
 Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 14 day of January, 2020.  
Danielle Capestany  
 DANIELLE CAPESTANY  
 NOTARY PUBLIC-STATE OF NEW YORK  
 No. 01CA6130706  
 Qualified in Nassau County  
 My Commission Expires 07-18-2021

Randy Ostrowe  
 Signature of Deponent  
 222 W 44th St 4th Fl NY NY 10031  
 Deponent Address

Bowlero North Brunswick, LLC  
 Grantee Name  
 222W44thSt4thFl NY NY 10031  
 Grantee Address at Time of Sale  
 Chicago Title  
 Name/Company of Settlement Officer

County recording officers: forward one copy of each RTF-1EE to:

FOR OFFICIAL USE ONLY	
Instrument Number	County
Deed Number	Book Page
Deed Dated	Date Recorded

STATE OF NJ - DIVISION OF TAXATION  
 PO BOX 251  
 TRENTON, NJ 08695-0251  
 ATTENTION: REALTY TRANSFER FEE UNIT

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit: [www.state.nj.us/treasury/taxation/lpt/localtax.shtml](http://www.state.nj.us/treasury/taxation/lpt/localtax.shtml)

<b>DEED</b>	Dated: January <i>24</i> , 2020
CAROLIER LANES, INC. A corporation of the State of New Jersey  Grantor	Record & Return To:  Chicago Title National Commercial Services 10 S. LaSalle St., Suite 3100 Chicago, IL 60603
TO	
BOWLERO NORTH BRUNSWICK, LLC, A Delaware limited liability company  Grantee	<i>rch</i> Chicago Title Company, LLC 2448 Church Rd, 3rd Floor Toms River, NJ 08753 <i>207-8061018</i>

P:\Docs\KIM\WP51\Real Estate\Clients\LEE LIVINGSTON FILES\CAROLIER LANES\Barbsale-Corp\_.Doc

**Bowlero North Brunswick, LLC**  
**Ownership Disclosure**

---

Bowlero North Brunswick, LLC is a Delaware limited liability company with the following ownership:

AMF Bowling Centers, Inc., is a publicly traded company and sole member of Bowlero North Brunswick, LLC.





MIDDLESEX COUNTY CLERK

Return To:

BORRUS, GOLDIN, FOLEY  
VIGNUOLO, HYMAN & STAHL  
2875 US HWY 1 PO BOX 7463  
NORTH BRUNSWICK NJ 08902

Index DEED BOOK

Book 05741 Page 0825

No. Pages 0014

Instrument DEED W/O ABSTRA

Date : 11/01/2006

Time : 3:07:17

Control # 200611010774

INST# DE 2006 019274

NORTH BRUNSWICK 2001, L.L.C.

Employee ID CHARMC

RECORDING	\$	85.00
DARM	\$	39.00
NJPRPA	\$	26.00
- - - - -	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	150.00

STATE OF NEW JERSEY  
MIDDLESEX COUNTY CLERK

ELAINE FLYNN  
COUNTY CLERK



200611010774



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

DO NOT REMOVE THIS PAGE.  
TO ACCESS THE IMAGE OF  
THE DOCUMENT RECORDED  
HEREUNDER BY BOOK AND  
PAGE NUMBER, USE THE  
BOOK AND PAGE NUMBER  
ABOVE.

05741-00825

RECORDED  
ELAINE M. FLYNN  
MIDDLESEX CTY CLERK

2006 NOV -1 PM 3:10

EASEMENT AGREEMENT

BOOK # \_\_\_\_\_

PAGE # \_\_\_\_\_

PREPARED BY:

*Jack Borrus*  
\_\_\_\_\_  
JACK BORRUS, ESQ.

THIS AGREEMENT was made this 11 day of August, 2006 (the "Effective Date") by and between and NORTH BRUNSWICK 2001, L.L.C., a New Jersey limited liability company having offices 766 Route 1, North Brunswick, New Jersey 08902 (hereinafter "Grantor") and CAROLIER LANES, INC., a New Jersey corporation having offices at 850-870 Route 1, North Brunswick, New Jersey 08902 (hereinafter "Grantee").

WHEREAS:

(A) Grantor is the owner of certain real property improved with a self storage facility located at 766 Route 1 North Brunswick, New Jersey 08902 known as Block 259, Lot 11.01 (on North Brunswick Tax Map) and more particularly described in Exhibit A attached hereto (the "Grantor Site").

(B) Grantee is the owner of certain adjoining shopping center located at 850-870 Route 1, North Brunswick, New Jersey 08902 known as Block 259, Lot 9.01 (on North Brunswick Tax Map) and more particularly described on Exhibit B attached hereto (the "Grantee Site").

(C) Grantee installed without obtaining the consent or approval of the Grantor, a four inch sewer waste line ("Sewer Line") on the Grantor Site in a five (5) foot wide area from the property line to the southerly boundary of Lot 11.01 between Grantor Site and Grantee Site and running along the property line within the five foot wide area more particularly shown on Exhibit C attached hereto ("Sewer Line Site").

(D) Grantee desire and Grantor agrees to grant to Grantee an easement to maintain the Sewer Line in the Sewer Line Site for the benefit of the Grantee Site, as more particularly shown on Exhibit C, subject to the terms and conditions as set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. Grantor, as owner of the Grantor Site, hereby creates the following easement in favor of the Grantee Site:

A non-exclusive perpetual easement for the maintenance, repair and use of the existing Sewer Line serving the Grantee Site currently located within the Sewer Line Site ("Grantee Easement").

2. Grantee agrees that it shall, at its sole cost and expense, (i) obtain (if not previously obtained) and maintain all permits, licenses and approvals necessary and required for its

05741-00826

13

connection of the Sewer Line on the Sewer Line Site to the Grantee Site and (ii) maintain, repair (or if required replace) the Sewer Line so as to assure its continued good operation and condition in compliance with all applicable governmental laws, rules and regulations ("Sewer Work"). Grantee shall use its best efforts to minimize interference with Grantor's business operations in the performance of any Sewer Work. All Sewer Work shall be performed only upon prior reasonable written notice to Grantor (except in the event of an emergency in which event Grantee shall give such notice as is reasonable under the circumstances).

3. In the event Grantee shall fail to perform the maintenance, repair and replacement obligations in connection with the Sewer Line, Grantor shall have the right to perform such required maintenance and repair work provided Grantor shall have given Grantor thirty (30) days prior written notice to permit Grantee to cure such failure (or in the event of an emergency such notice as is reasonable under the circumstances) and Grantee shall have failed to perform the required maintenance, repair or replacement within the thirty (30) day cure period (or such reasonably lesser period in the event of an emergency). All cost and expenses incurred by Grantor with respect to such maintenance, replacement and repairs performed by Grantor shall be reimbursed by Grantee to Grantor within ten (10) days following delivery by Grantor to Grantee of a notice of such required reimbursement together with reasonable evidence of such expenditures. In the event Grantor shall perform work on behalf of the Grantee pursuant to the terms of this paragraph and the Grantee shall fail to fully reimburse the Grantor within ten (10) days following delivery by Grantor of notice of such required reimbursement pursuant to the terms of this paragraph, then in such an event, the Grantee shall pay a late charge of five cents (\$.05) for each dollar of the amount overdue to cover the extra expense associated with such delinquency and the Grantee shall pay interest on such delinquent amount (but no interest shall be charged on the late charge) equal to the 10% for such period that such amount shall be overdue.

4. As a condition to the Grantor granting the Grantee Easement and the continued right of the Grantee to benefit from the Grantee Easement within the Sewer Line Site, the Sewer Line may not be enlarged or expanded nor shall such Sewer Line be relocated without the written consent of the Grantor (which may be withheld in its sole and absolute discretion).

5. Grantee shall indemnify and save harmless Grantor from and against any and all liabilities, damages, reasonable expenses, penalties, causes of action, suits, claims or judgments (including, without limitation, reasonable attorney's fees and court costs) arising from personal injury, death or property damage (including environmental damages) occurring within the Grantor Site caused by the act or neglect of the Grantee, its agents, licensees, invitees, employees, customers or contractors or the failure of Grantee to comply with the terms of this Agreement.

6. Grantee agrees to obtain liability insurance policy covering the Grantee Easement in the amount of \$1,000,000 naming the Grantor as an additional insured (which policy amount shall be subject to reasonable increases (but not decreased) from time to time to reflect such amount as is normal and customary). Notwithstanding the foregoing, Grantee may add Grantor as an

05741 - 00827

additional insured on its existing liability insurance policy covering the Grantee Site provided that such liability insurance covers the Grantee Easement and meets the minimum coverage amount set forth in this paragraph.

7. All notices, demands and requests, which may or are required to be given by either party to the other under this Agreement shall be writing, and delivered personally or sent by overnight courier service providing written evidence of delivery, or by registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at the address indicated below, with copies as follows:

To the Grantee: Carolier Lanes, Inc.  
850 U.S. Route 1  
North Brunswick, New Jersey 08902

with copies to: Borrus, Goldin, Foley, Vignuolo, Hyman & Stahl, PC  
2875 Route 1  
P.O. Box 7463  
North Brunswick, New Jersey 08902  
Attention: Jack Borrus, Esq.

To the Grantor: North Brunswick 2001, L.L.C.  
c/o Post Management LLC  
204 West 84<sup>th</sup> Street 2<sup>nd</sup> Floor  
New York, New York 10024

with a copies to: Jerry D. Reichelscheimer, Esq.  
Stadtmauer Bailkin LLP  
850 Third Avenue  
New York, New York 10022

or to such other place designated by written by either party to the other. Notice shall be deemed given when received, or when service of the notice is refused.

8. This Agreement shall be binding upon and shall insure to the benefit of the parties herein and the parties' successors and assigns.

9. The covenants and restrictions set forth in this Agreement shall run with the land.

10. (a) This Agreement can be amended only in writing duly executed by the parties hereto, their successors or assigns in title to the Grantee Site and the Grantor Site.

05741-00828

(b) The performance and interpretation of this Agreement shall be governed by the laws of the State of New Jersey.

(c) If any provision of this Agreement is declared invalid or is unenforceable for any reason, such provision shall be deleted and shall not invalidate any other provision.

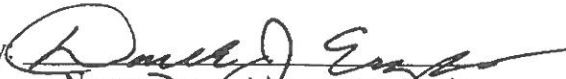
(d) No waiver by a party hereto of any breach of this Agreement or any warranty or representation hereunder by the other party shall be deemed to be a waiver of any breach of any kind and no acceptance of payment or performance by a party after such breach by the other party shall be deemed to be a waiver of any breach of this Agreement. No failure by a party to exercise any right it may have hereunder or in law upon default of the other party and no delay in the exercise of such right shall prevent the exercise thereof any time that such defaulting party continues to be in default, and no such failure or delay shall operate as a waiver of any default, or as a modification of this Agreement.

**[Intentional Page Break]**

05741-00829

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed  
as of the day and year first above written.

NORTH BRUNSWICK 2001, L.L.C.  
By: *The Hampshire Fund III, LLC its Manager*

By:   
Name: *Donald J. Engels*  
Title: *Vice President*

CAROLIER LANES, INC.,

By:   
Name: *LEE LIVINGSTON*  
Title: *SECRETARY / TREASURER*



Exhibit A

05741-00832



Land Title Agency, Inc.  
464 Valley Brook Avenue  
Lyndhurst, NJ 07071  
(201)804-8844

DESCRIPTION

Title No. 00-LT-0005

ALL that certain tract or parcel of land and premises, situate, lying and being in the Township of North Brunswick, in the County of Middlesex, and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the southerly sideline of U.S. Highway Route One, a.k.a. N.J. State Highway Route No. 25, (Variable Width R.O.W.), said point being located a distance of 390.00 feet in a westerly direction from the intersection of the southerly sideline of U.S. Highway Route One with the southwesterly sideline of the Jughandle to Milltown, and from said Beginning Point, thence:

- (1) South 7 degrees 00 minutes 00 seconds East, a distance of 500.08 feet to a point; thence
- (2) South 57 degrees 00 minutes 30 seconds West, a distance of 486.71 feet to a point; thence
- (3) South 66 degrees 21 minutes 00 seconds West, a distance of 124.69 feet to a point; thence
- (4) North 22 degrees 32 minutes 00 seconds East, a distance of 809.26 feet to a point; thence
- (5) North 58 degrees 42 minutes 00 seconds West, a distance of 72.59 feet to a point; thence
- (6) North 83 degrees 00 minutes 00 seconds East, a distance of 215.00 feet to a point, said point being the Point and Place of BEGINNING

EXCEPTING as follows:

BEGINNING at a point on the new southerly sideline of the New Jersey State Highway U.S. Route 1 (f.k.a. NJSH Route 25 - variable width right-of-way), said point being on the dividing line between Lot 11 & Lot 12, Block 259, said point also being south 07 degrees 00 minutes 00 seconds East, A distance of 56.82 feet from the point of beginning as described in Deed Book 4379, page 883 and from said Beginning Point running; thence

- (1) Along the aforementioned new southerly sideline of New Jersey State Highway U.S. Route 1, South 78 degrees 55 minutes 27 seconds East, a distance of 172.79 feet to a point on the dividing line between Lot 11 & Lot 9, Block 259, said point also being, south 22 degrees 32 minutes 00 seconds West, a distance of 29.25 feet from the terminus of course number 4 as recorded in deed book 4379 page 883; thence
- (2) Along the extended dividing line between Lot 11 & Lot 9, Block 259, North 22 degrees 32 minutes 00 seconds East, a distance of 29.25 feet to a point; thence

(Continued)

05741 - 00833

Title No. 00-LT-0005

- (3) Along course number 5 as recorded in Deed Book 4379, page 883, North 58 degrees 42 minutes 00 seconds West, a distance of 72.59 feet to a point; thence
- (4) Along course number 6 as recorded in the above reference deed, North 83 degrees 00 minutes 00 seconds East, a distance of 215.00 feet to a point; thence
- (5) Along the aforementioned dividing line extended between Lot 11 & Lot 12, Block 259, South 7 degrees 00 minutes 00 seconds East, a distance of 56.82 feet to the point and place of BEGINNING.

The insured premises are also described in accordance with a survey drawn by Control Point Associates, Inc., dated January 26, 2000 and last revised August 7, 2003 as follows:

BEGINNING at a point on the new southerly sideline of New Jersey State Highway U.S. Route One, (F.K.A. N.J. State Highway Route No. 25, Variable width R.O.W.), said point being on the dividing line between Lot 11 and Lot 12 in Block 259 and from said beginning point; thence

- (1) Along the dividing line between Lot 11 and Lot 12, South 7 degrees 00 minutes 00 seconds East, a distance of 443.26 feet to a point in the dividing line between Lot 11 and lands as subdivided and laid out on a certain map entitled, "Map of Vanderbilt Manor," filed July 5, 1928 as Map No. 1233, File no. 690 in the Middlesex County Clerk's Office; thence
- (2) Along said dividing line, South 57 degrees 00 minutes 30 seconds West, a distance of 486.71 feet to a point; thence
- (3) Continuing along said dividing line of "Vanderbelt Manor," South 66 degrees 21 minutes 00 seconds West, a distance of 124.69 feet to a point; thence
- (4) Along the common dividing line between Lot 11 and Lots 9 and 10, Block 259, North 22 degrees 32 minutes 00 seconds East, a distance of 780.01 feet to a point; thence
- (5) Along said new southerly sideline North 78 degrees 55 minutes 27 seconds West, a distance of 172.79 feet to the point and place of BEGINNING.

**FOR INFORMATION ONLY:**

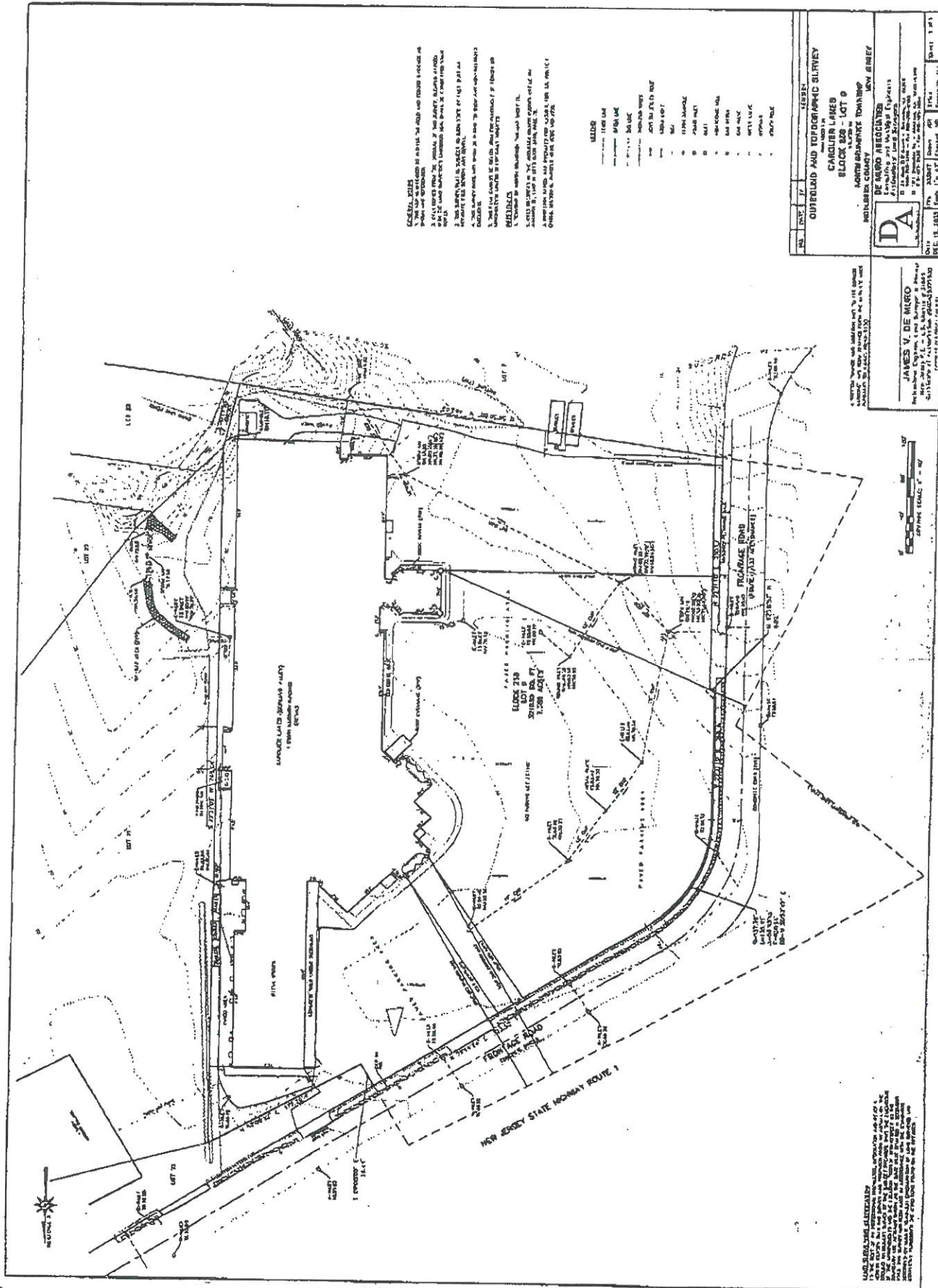
Being known as Lot 11.1 in Block 259 on the Official Tax Map of the Township of North Brunswick in the County of Middlesex and State of New Jersey.

Being also known as 766 Route 1.

05741-00834

Exhibit B

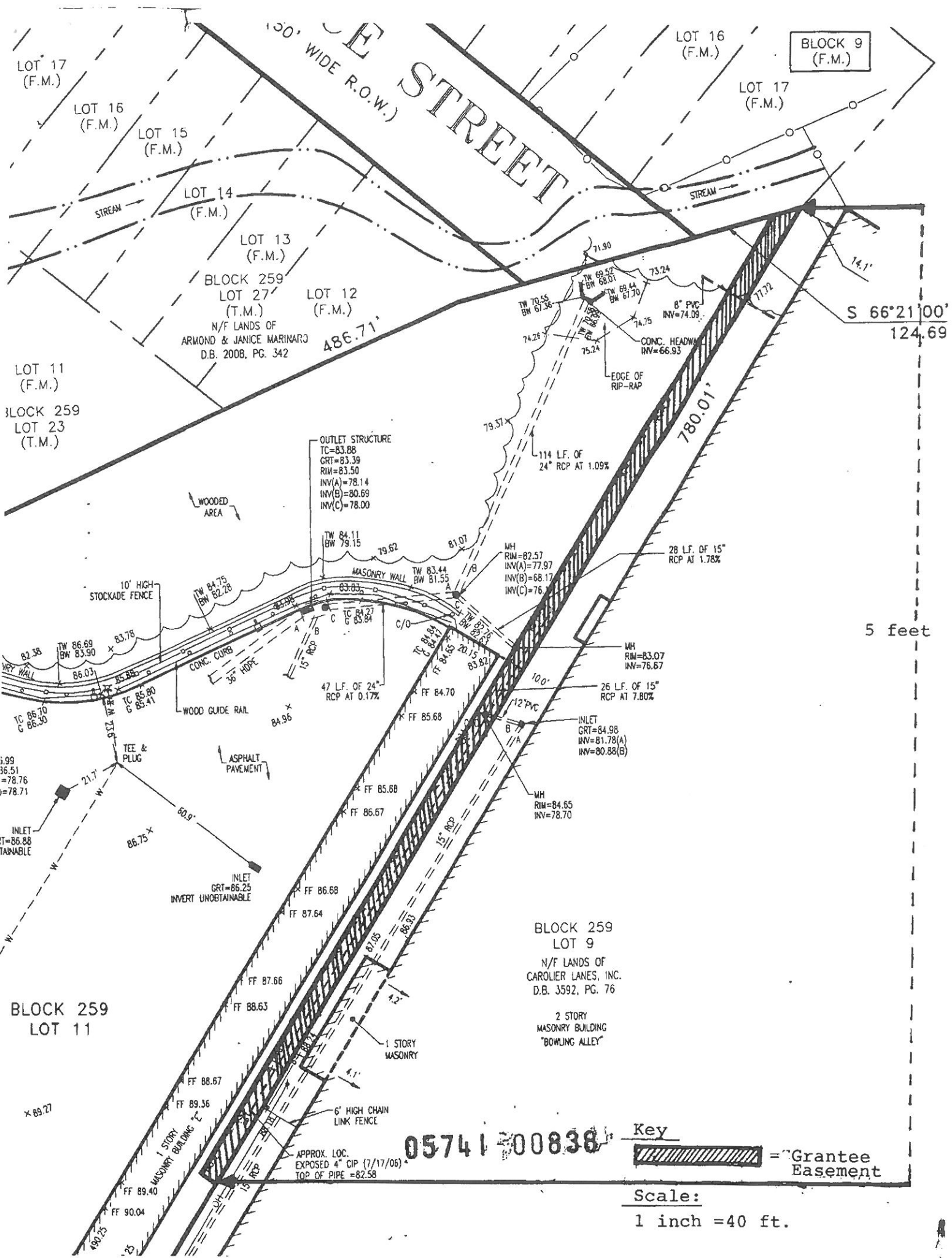
05741-00835



05741-00836

Exhibit C

05741-00837



LOT 17 (F.M.)  
 LOT 16 (F.M.)  
 LOT 15 (F.M.)  
 LOT 14 (F.M.)  
 LOT 13 (F.M.)  
 BLOCK 259  
 LOT 27 (T.M.)  
 N/F LANDS OF  
 ARMOND & JANICE MARINARO  
 D.B. 2008, PG. 342  
 LOT 11 (F.M.)  
 BLOCK 259  
 LOT 23 (T.M.)

LOT 16 (F.M.)  
 BLOCK 9 (F.M.)  
 LOT 17 (F.M.)

LOT 12 (F.M.)  
 N/F LANDS OF  
 ARMOND & JANICE MARINARO  
 D.B. 2008, PG. 342

BLOCK 259  
 LOT 11

BLOCK 259  
 LOT 9  
 N/F LANDS OF  
 CAROLIER LANES, INC.  
 D.B. 3592, PG. 76

2 STORY  
 MASONRY BUILDING  
 "BOWLING ALLEY"

OUTLET STRUCTURE  
 TC=83.88  
 CRT=83.39  
 RIM=83.50  
 INV(A)=78.14  
 INV(B)=80.69  
 INV(C)=78.00

MH  
 RIM=82.57  
 INV(A)=77.97  
 INV(B)=68.17  
 INV(C)=76.00

MH  
 RIM=83.07  
 INV=76.67

MH  
 RIM=84.65  
 INV=78.70

INLET  
 IT=86.88  
 TAINABLE

INLET  
 GRT=86.25  
 INVERT UNOBTAINABLE

1 STORY  
 MASONRY

APPROX. LOC.  
 EXPOSED 4" CIP (7/17/06)  
 TOP OF PIPE =82.58

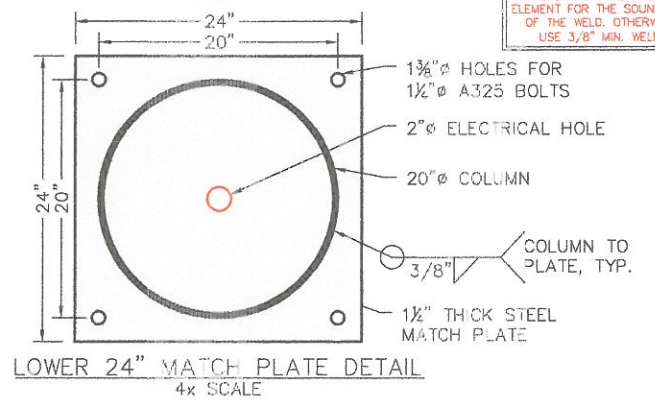
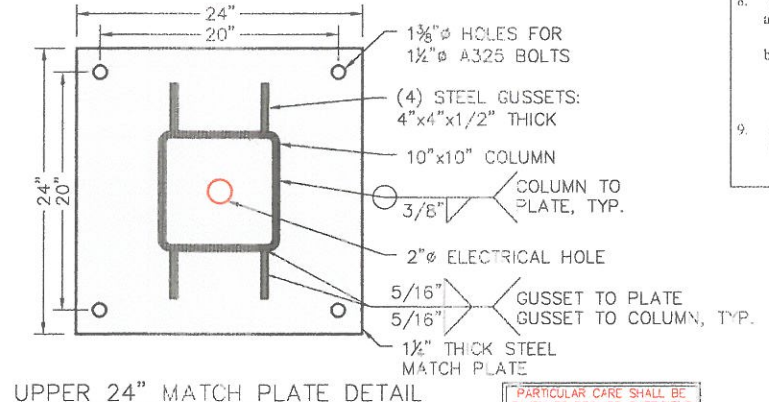
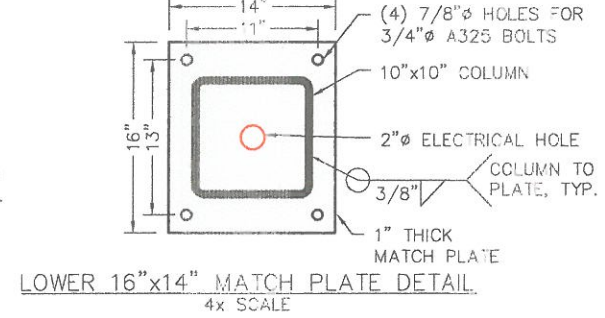
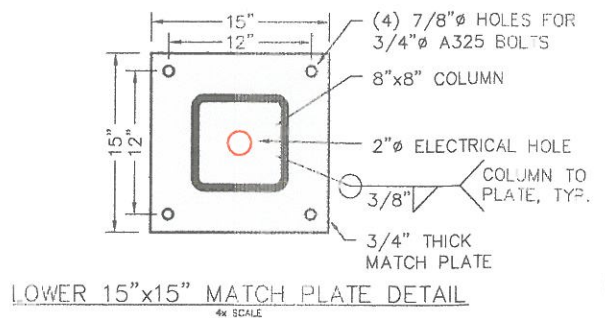
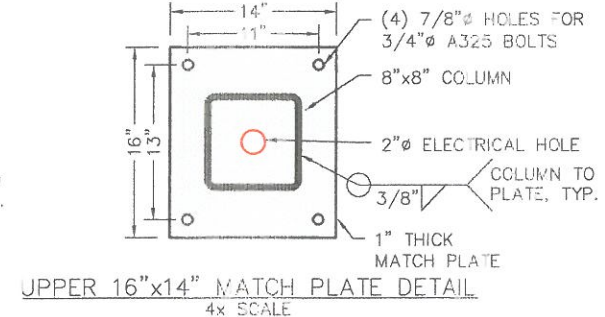
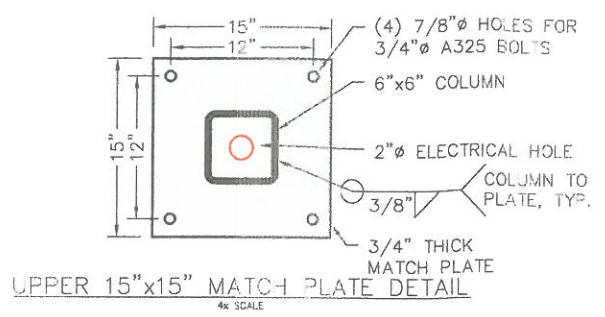
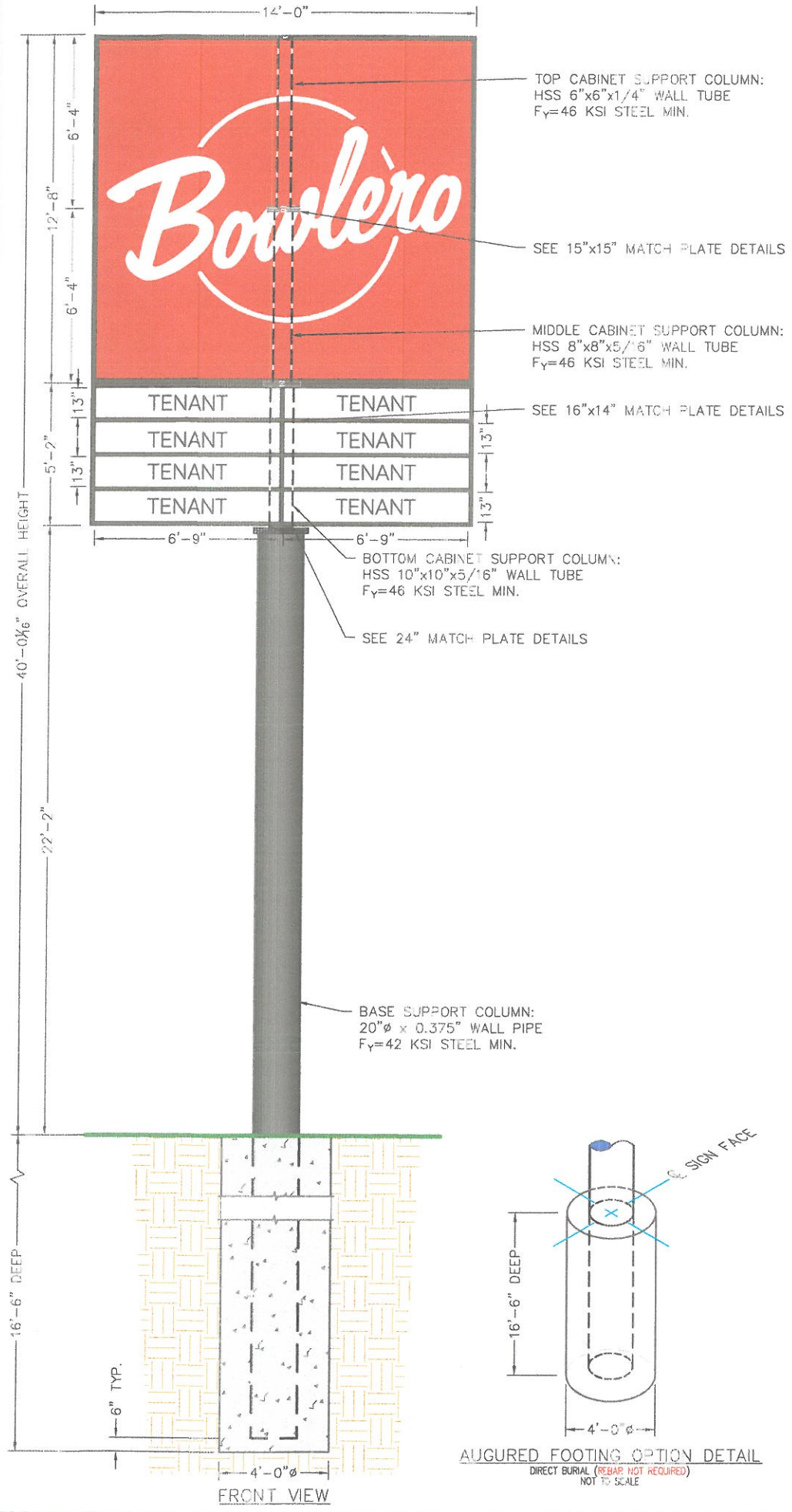
S 66°21'00"  
 124.69'

5 feet

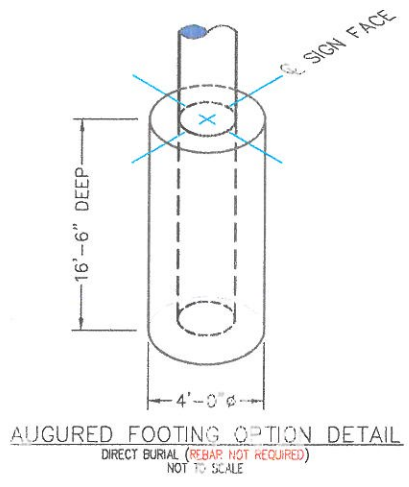
05741 00838

Key  
 = Grantee Easement

Scale:  
 1 inch = 40 ft.



PARTICULAR CARE SHALL BE TAKEN TO PROVIDE SUFFICIENT PRE-HEAT OF THE THICKER ELEMENT FOR THE SOUNDNESS OF THE WELD. OTHERWISE, USE 3/8" MIN. WELD.



- GENERAL NOTES:**
- All design, detailing, fabricating and construction shall conform to the following codes and specifications:
    - The 2018 International Building Code, New Jersey Edition (ASCE 7-16).
    - American Society of Testing and Materials (ASTM) specifications.
    - Building Code Requirements for Reinforced Concrete (ACI 318) (Current Edition).
    - Code for Welding in Building Construction of the American Welding Society.
    - Specification for the Design, Fabrication and Erection of Structural Steel for Buildings by The American Institute of Steel Construction (AISC) (Current Edition).
    - Aluminum Association Aluminum Design Manual (2010 Edition).
  - Concrete shall be  $f_c=2,500$  P.S.I. (min.) @ 28 days Compressive Strength, STD WT (150 P.C.F.)
  - Reinforcing Steel shall be ASTM A-615 Grade 60, (if required).
    - All reinforcing steel shall be free from mud, oil, rust or coatings that would reduce or destroy bond.
    - All reinforcing bars shall lap 30 diameters minimum, except as noted.
    - Minimum concrete cover on ties, stirrups and main bars shall be 3/4 inch for slab, wall and surfaces not exposed to weather or in contact with ground; 3 inches for unformed surfaces deposited against the ground except as noted.
  - Structural Material Specifications:
    - Aluminum shapes shall be extruded from 6061-T6 alloy. Welding filler alloy shall be 5183, 5356, 5556 or approved alternative.
    - Structural Steel and Plates shall be ASTM A-36 (F<sub>y</sub>=36 ksi)
    - W-Shape beams shall be ASTM A-992 (F<sub>y</sub>=50 ksi) Minimum
    - Structural tubing shall be ASTM A-500, Grade B, (F<sub>y</sub>=46 ksi)
    - Structural piping shall be ASTM A-53, Grade B, Type E or S, (F<sub>y</sub>=35 ksi), ASTM A572 Grade 42 (F<sub>y</sub>=42 ksi) or ASTM A572 Grade 50 (F<sub>y</sub>=50 ksi), (see drawing for individual member specifications).
  - High strength bolts for connections shall be ASTM A-325, unless otherwise noted.
  - Welding electrodes shall comply with AWS D1.1 (Current Edition), E70XX. (All welding to be done by welder certified for specified weld type.)
  - Design Wind Speed, V<sub>ULT</sub>=115 MPH Equivalent Wind Load, P<sub>WD</sub>=44.8 PSF @ 40'-0" above the ground (3 See Wind Gusts). Exposure "C" Risk Category II I<sub>p</sub>=1.0 G=0.85
  - Soil Bearing Capacity Requirements:
    - Minimum Allowable Vertical Bearing Capacity shall be 1,500 P.S.F.
    - Minimum Allowable Lateral Bearing Capacity shall be (100 PSF \* 2)=200 P.S.F. per foot of depth. (Times two increase per IBC Section 1806.3.4).
  - Contractor shall verify all dimensions and conditions in the field before erection and notify the Engineer of any discrepancies.

**NOTICE:**  
T.E.S. is responsible for column supports, match plate connections & foundation design. Signs and all sign face attachments are the responsibility of the sign manufacturer. This drawing is for permit procurement purposes only and is for the sole use of T.E.S. and its affiliates. Unauthorized use is strictly prohibited.



This item has been electronically signed and sealed by Carl E. Thompson, Jr., P.E. using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

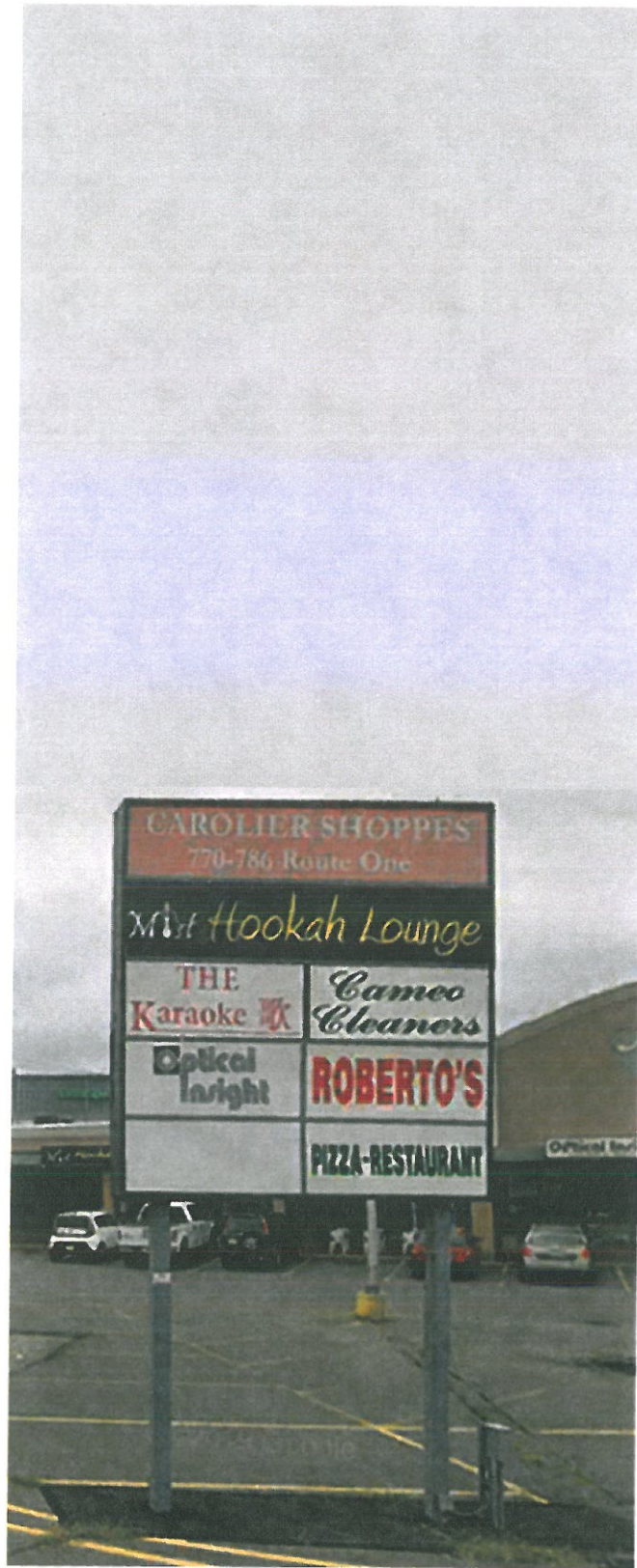
Location: Bowlero, 1 Carolier Lane, North Brunswick, NJ 08902  
 CLIENT PO: 305775  
 D.P. Ward  
 April 4, 2022  
 PROJECT# 057522  
 DWG.# EB-13069  
 SCALE: 3/16" = 1'-0"

**THOMPSON ENGINEERING SERVICES, LLC**  
 P.O. BOX 1500, ENGLEWOOD, TN 37329  
 PHONE: (423)781-7336 FAX: (423)781-7337

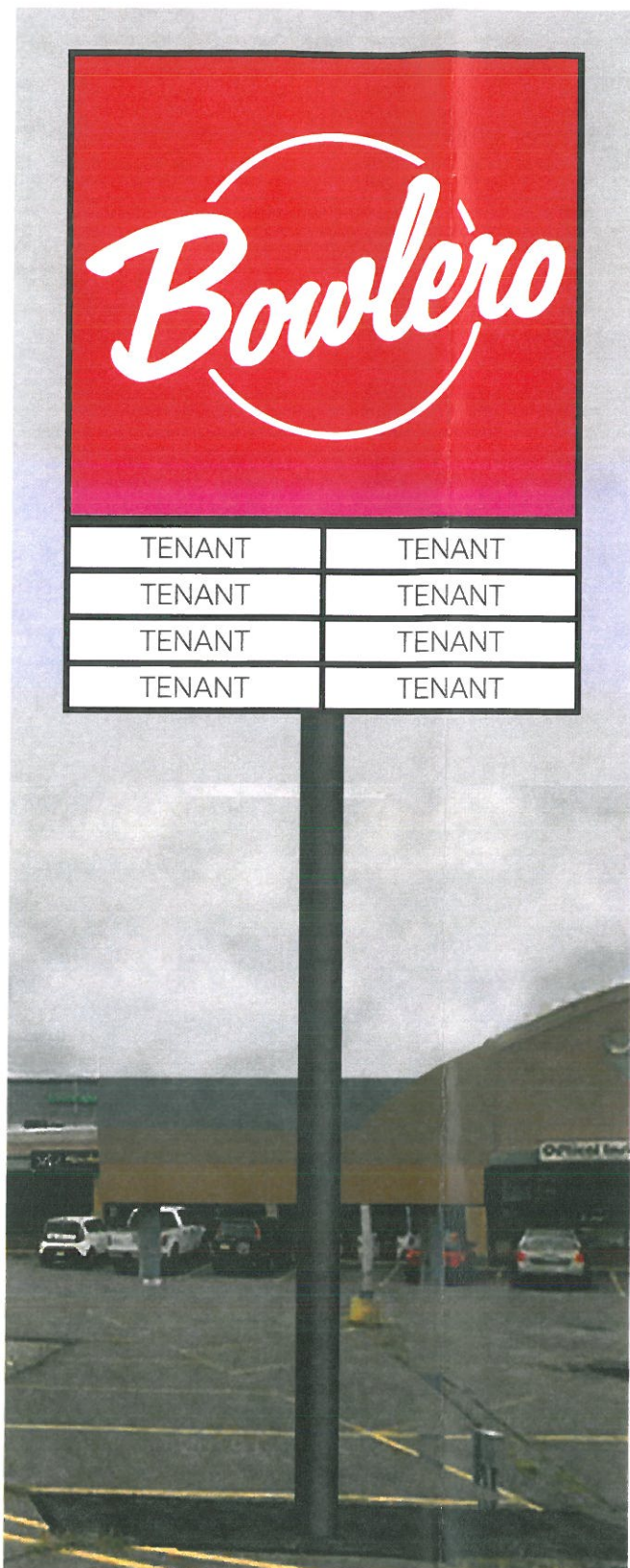
**persona**  
 SIGNS | LIGHTING | IMAGE

Personna, Inc.  
 700 21st Street Southwest  
 P.O. Box 210  
 Watertown, SD 57201  
 (605) 843-8888  
 www.personnainsigns.com

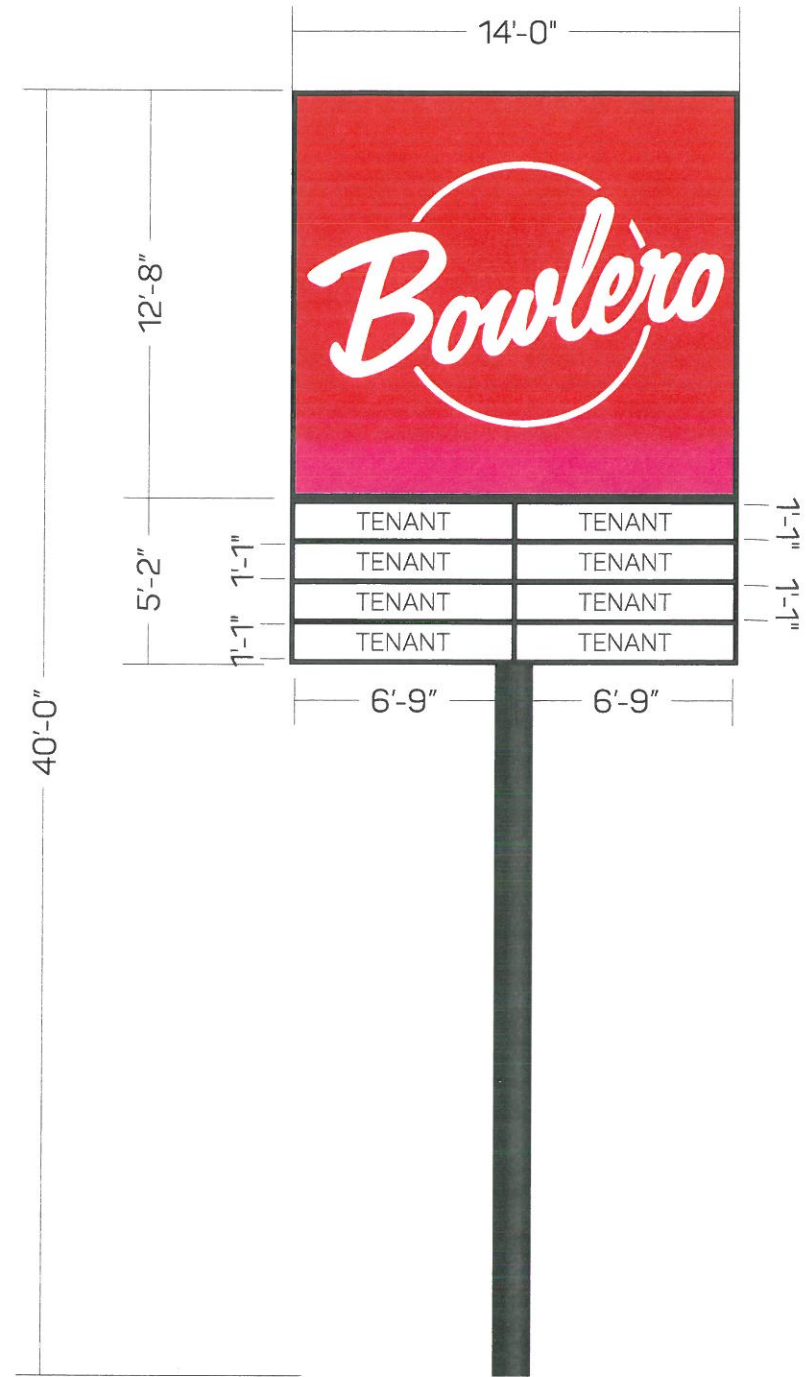
Layout & Details



EXISTING: ESTIMATED 10' SIGN WIDTH  
 SURVEY REQUIRED BEFORE PRODUCTION



PROPOSED



250 SQFT  
 GRAPHICS DETAIL  
 SCALE: NTS

Customer: <b>BOWLERO</b>	Date: <b>8/11/22</b>	Prepared By: <b>TJ</b>	Eng: <b>-</b>	<small>Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.</small>
Location: <b>NORTH BRUNSWICK, NJ</b>	File Name: <b>314751 - R3 - NORTH BRUNSWICK, NJ 11X17</b>			