

## **REVOCABLE PROPERTY USE LICENSE AGREEMENT**

**THIS REVOCABLE PROPERTY USE LICENSE** is made on September 4, 2024 between **RENAISSANCE VILLAGE 1 CONDOMINIUM ASSOCIATION, INC.** Renaissance Village 1 Condominium Association Inc., a multi-family housing community whose address is Block 148.02 Lot 47, and is managed by Middlesex Management, 315 Raritan Avenue, Highland Park NJ 08904, (hereinafter referred to as the “Association”), and **THE TOWNSHIP OF NORTH BRUNSWICK**, a municipal corporation of the State of New Jersey, with an address at 710 Hermann Road, North Brunswick, NJ 08902, (hereinafter referred to as the “Licensee”).

The Association hereby permits and conveys to Licensee a revocable license for the use of a portion of Association’s common property (hereinafter referred to as the “Revocable License Use Area”), as part of a filed map entitled “Final Plat of Renaissance Section 1, Situated in North Brunswick Township, Middlesex County, New Jersey”, which map was filed in the Office of the Middlesex County Clerk on October 6, 1992 as Map. No. 5540, attached hereto and made a part hereof as Exhibit “A.” The Revocable License Use Area is known and designated more particularly on a plan prepared by CME Associates, titled “Community Park Path Improvements”, dated February 2023, attached hereto and made a part hereof as Exhibit “B.”

This Revocable Property Use License permits the Licensee to construct and maintain an asphalt paved pathway that connects to an existing pathway within Block 148 Lot 103, commonly known as Community Park, located thereto on the Revocable License Use Area, provided that the Licensee shall: (1) undertake no further construction, other than a split-rail fence and an ADA transitional concrete pad, or activities upon the lands comprising the Revocable License Use Area; (2) maintain the pathway and its associated elements at Licensee’s sole cost and expense; (3) allow the Association access to the Revocable License Use Area; and (4) maintain the Revocable License Use Area at Licensee’s sole cost and expense.

The Association assumes no responsibility or liability for any condition which may be disclosed by Licensee’s entering upon and onto the Revocable License Use Area.

Licensee hereby indemnifies and holds the Association, its successors and assigns, employees, agents, servants, consultants, contractors and/or designees, as the case may be, harmless from and against any and all damages, liabilities, suits, claims and judgments and any reasonable fees relating thereto, including, but not limited to, reasonable attorneys’ fees and court costs, arising out of Licensee’s activities within the Revocable License Use Area during the time that this License remains in effect.

The Association hereby reserves the right to use the lands contained in the Revocable License Use Area in any manner that will not prevent or interfere with the exercise by the Licensee of the rights granted herein.

The rights granted herein may be revoked by the Association at any time and at the Association’s sole discretion but not within one (1) year of the date that the pathway connection is opened to the public, which shall be affirmed in writing by formal notice from the Licensee to the Association once construction is complete.

Any subsequent work performed by the Licensee or its agents shall require forty-eight (48) hours advance notice to the Association.

The Association shall otherwise provide ninety (90) days written notice to Licensee that the pathway connection must be removed and that all of Licensee's activities within the Revocable License Use Area must cease. Such notice shall constitute the valid termination of the Revocable Property Use License. Should Licensee fail to remove such pathway connection and vacate any use of the Revocable License Use Area within such ninety (90) day notice period, Association shall remove, or contract to remove, such pathway connection from the Revocable License Use Area, and the cost of such removal shall be borne solely by the Licensee.

If the Licensee fails to pay such costs of removal incurred by the Association, the Association shall have the right to pursue an action for damages against the Licensee in which the Association would be entitled to receive reasonable attorney fees and costs and interest on any monies expended once the work is deemed complete and the Licensee has been formally noticed.

The rights granted by this Revocable Property Use License shall run with the land and shall be transferrable to future licensees who own the subject property.

The promises made in this Revocable Property Use License are legally binding upon the Association and Licensee and all who lawfully succeed to the Association's and Licensee's rights and responsibilities. These promises may be enforced by the Association and Licensee.

**ASSOCIATION:**

**Witnessed by or Attested to:**

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**LICENSEE:**

**ATTEST:  
Municipal**

**TOWNSHIP OF NORTH BRUNSWICK**

\_\_\_\_\_  
**Lisa Russo, Municipal Clerk**

By: \_\_\_\_\_  
**FRANCIS WOMACK III, Mayor**