

MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: O-11-2020-021

**ORDINANCE OF THE MONROE TOWNSHIP COUNCIL  
AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE NON-EXCLUSIVE  
EASEMENTS OVER PROPERTY LOCATED AT BLOCK 56, LOTS 9.04, 87, AND 90**

**WHEREAS**, Rossmoor Community Association, Inc. (“Rossmoor”), Mutual No. 16 Condominium Association, Inc. (“Mutual No. 16”), and Matrix 259 LCE G LLC (“Matrix”) are the owners of property identified on the Township of Monroe (the “Township”) Official Tax Map as Block 56, Lots 9.04, 87 and 90 (hereinafter referred to as the “Property”); and

**WHEREAS**, the Township seeks to acquire non-exclusive easements in perpetuity for the operation, maintenance, monitoring, repair, renewal and/or replacement of certain water and appurtenant facilities that are located and/or to be constructed upon a portion of said Property (the “Easements”); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-13(b)(1) of the Local Lands and Buildings Law, the Township is authorized to acquire any real property, or interests therein, by ordinance, to any political subdivision, board or body corporate and politic of the State of New Jersey; and

**WHEREAS**, Deeds of Easement from Rossmoor, Mutual No. 16, and Matrix have been prepared which provide the Township with non-exclusive easements in the Property as described in the agreements appended hereto as Attachment A, Attachment B, and Attachment C; and

**WHEREAS**, after analysis and review, the Monroe Township Utility Department (“MTUD”) has determined it is in its best interest to enter into the aforementioned Deeds of Easement in a form substantially similar to the forms attached hereto as Attachment A, Attachment B, and Attachment C; and

**WHEREAS**, the Township Attorney has reviewed the aforementioned Deeds of Easement and agreed that it is in the best interests of the Township to acquire the easements; 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 Deeds of Easement as described in substantially the forms appended hereto as Attachment A, Attachment B, and Attachment C, which set forth the terms and conditions pertaining to the easements.
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 – November 4, 2020						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Baskin	X		X			
Councilman Dalina			X			
Councilman Dipierro		X	X			
Council V. President Schneider			X			
Council President Cohen			X			

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 November 4, 2020. 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 December 7, 2020 at 6:30 p.m. to be held via Zoom at the following website <https://us04web.zoom.us/j/106827708>. 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.

  
 PATRICIA REID, Township Clerk


RECORDED VOTE – SECOND READING & FINAL ADOPTION – December 7, 2020						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Baskin			X			
Councilman Dalina	X		X			
Councilman Dipierro		X	X			
Council V. President Schneider			X			
Council President Cohen			X			

**ORDINANCE NO.: O-11-2020-021**

**ORDINANCE OF THE MONROE TOWNSHIP COUNCIL  
 AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE NON-EXCLUSIVE  
 EASEMENTS OVER PROPERTY (BLOCK 56, LOTS 9.04, 87, AND 90)**

**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.

  
 GERALD W. TAMBURRO, Mayor

Date signed: 12/9/2020



**INSTR # 2021047797**  
0 BK 18380 PG 947 Pgs 947 - 957; (11 pgs)  
RECORDED 04/07/2021 01:37:31 PM  
NANCY J. PINKIN, COUNTY CLERK BD  
MIDDLESEX COUNTY, NEW JERSEY  
RECORDING FEES: \$13.00

*Official Use Only*

<b>Date of Document</b> December 9, 2020	<b>Type of Document</b>
<b>First Party Name</b> Rossmoor Community Association, Inc.	<b>Second Party Name</b> Township of Monroe
<b>Additional First Parties</b>	<b>Additional Second Parties</b>

<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.</b>	
<b>Block</b> 56	<b>Lot</b> 87 & 90
<b>Municipality</b> Monroe <input checked="" type="checkbox"/>	<b>Consideration</b> Less than \$100.00
<b>Mailing Address of Grantee</b> Monroe Township Municipal Building One Municipal Plaza, Room 108 Monroe Township, NJ 08831	

<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.</b>	
<b>Original Book</b>	<b>Original Page</b>

**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.



Ruben D. Perera, Esq.  
Prepared by: Rainone Conaghan Morebello LLC  
555 U.S. Highway One, South  
Suite 440  
Iselin, NJ 08830

## DEED OF EASEMENT

THIS DEED OF EASEMENT, made on this 9th day of December, 2020,

Between

**ROSSMOOR COMMUNITY ASSOCIATION, INC.**, having an address of  
2 Rossmoor Drive, Monroe, New Jersey 08831

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, 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, an non-exclusive easement across the property in the Township of Monroe, County of Middlesex, and State of New Jersey, being a portion of the Yale Way private right-of-way ("Yale Way") located on a portion of the premises designated as Block 56, Lots 87 and 90, on the Monroe Township Tax Map ("Grantor's Property"), which easement area is more particularly described in **Schedule A** attached hereto and shown on **Schedule B** attached hereto (the "Easement Area"), for the installation, operation, maintenance and repair of a water main line that will be a portion of an interconnection between the existing water main line on Grantor's Property and a water main line to be installed on adjacent Block 56, Lot 9.04 on the Monroe Township Tax Map and Block 3, Lot 1.02 on the Cranbury Township Tax Map (the "Water Main Interconnection").

The easement herein granted and conveyed by the Grantor to the Township gives the Township, and its successors or assigns, the right to plan, construct, maintain, replace, or supplement its water and appurtenant facilities under the surface of the Easement Area and to have free access across the roads of the Grantor to and across the Easement Area, provided the Township provides not less than 48 business hour written notice (which may include email) to Grantor, except in the case of an emergency, when prior notice shall not be required, insofar as such right of access is necessary to the proper use of any right granted herein (the "Easement").

{N0226274 }  
92940526.10

The Township, or its successors or assigns, after doing work on the premises, shall restore the premises substantially to its condition immediately prior to commencing such work, to the extent possible. Any such restorations will be done in a good and workmanlike manner. All work permitted to be undertaken pursuant to the terms of this Deed of Easement will be accomplished in a manner that causes the least interference with vehicular access upon Yale Way by the residents of the Grantor. The Township, and its successor or assigns, will be solely responsible for undertaking such measures as are customary in similar circumstances to protect the safety of the public.

With respect to the Easement herein granted, the Grantors, its successors and assigns, shall have the right to use of the Easement Area, but agree to be limited as follows:

1. No obstruction or encumbrance, physical or otherwise, shall be placed in or about the Easement Area which will obstruct the Township's purpose as expressed herein. This prohibition includes anything other than a grass lawn, pavement, curbing, sidewalks or the replacement of any other improvement existing as of the date of this Deed of Easement.

2. No fill, material, machinery, appliances, or similar objects may be placed on the Easement Area which will impose an additional loading in excess of one hundred pounds per square foot (100 lbs./sq. ft.) without the prior written approval of the Township, excepting such equipment as is typically utilized in connection with the construction, maintenance or replacement of all improvements in the Easement Area.

3. Fencing may be erected provided that: (a) such fencing does not interfere with the operation, maintenance and repair of the Water Main Interconnection; and (b) 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 or for any damage caused to the Water Main Interconnection due to the placement of the fencing or construction thereof. The installation of a fence by the Grantor will be subject to the written consent of the Township, provided that such consent will not be unreasonably withheld, delayed or conditioned.

4. **Temporary Construction Easement**. During the time that the Township, or its successors or assigns, performs any work permitted hereunder, the Township, or its successors or assigns, shall have a temporary construction easement allowing its architects, contractors, subcontractors, materialmen and others engaged in the construction of the Water Main Interconnection to use the roadways and streets owned by Grantor and an area not to exceed 20 feet around the Easement Area for the purpose of performing such work, and only (i) at reasonable times, (ii) for the period reasonably necessary to perform such work, (iii) in accordance with and subject to good construction practice, and (iv) in such manner so as to minimize, to the fullest extent practicable, 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. The Township shall observe all local, state and federal laws, regulations and requirements in connection with all work performed in the Easement Area, including, without limiting the generality of the foregoing, the requirements of the Occupational Safety and Health Administration (OSHA).

5. **Maintenance, Repair and Replacement.** The Township, its successors and assigns, shall be responsible at its sole cost and expense to maintain, repair and replace all improvements constructed by the Township, its employees, contractors, subcontractors, and agents (collectively, the "Township Parties"). If any improvements installed by the Township Parties requires maintenance, repair or replacement, the Township will promptly undertake the required work. Upon completion of such work the Township shall cause any damage done to the property of the Grantor to be restored in a good and workmanlike manner, to the extent practicable. Any damage caused to the property of the Grantor by the operation of the improvements installed by the Township Parties, whether or not caused by the negligence of the Township Parties shall be repaired or replaced by the Township in a good and workmanlike manner to the extent practicable.

6. **Indemnification.** The Township, its successors and assigns, agrees and covenants to assume the entire responsibility and liability for any and all injuries or death of any and all persons and any and all losses or damage to property caused by or resulting from or arising from the performance of the work provided for in this Deed of Easement. The Township shall indemnify the Grantor, its governors, officers, employees and agents (collectively, the "Grantor Parties") from and against any and all loss, liability, and/or damage, including reasonable attorneys' fees and legal costs, due to injury (including death) to any person or damage to any property that may occur or be alleged to have occurred as a result, directly or indirectly, from the negligent performance of the Township's work or from any material or equipment furnished in connection therewith, or from the negligence, acts, omissions or willful misconduct of the Township or the Township Parties. The Township further agrees that it will indemnify and hold the Grantor harmless from any and all liability to third parties occasioned, injured, or affected by the Township Parties negligent performance or non-performance of this Agreement.

7. **Assignment.** The Township shall have the right to assign its rights hereunder to a third-party to carry out any of the purposes contemplated herein, including without limitation the right to perform construction or maintenance work.

8. **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.

9. **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, the said Grantor has hereunto set his hand and seal the day and the year first above-written.

WITNESS/ATTEST:

GRANTOR:

ROSSMOOR COMMUNITY ASSOCIATION, INC.

Robert E. Gleason  
Name: Robert E. Gleason  
Title: Secretary

By: Daniel Jolly  
Name: Daniel Jolly  
Title: President

**CORPORATE ACKNOWLEDGEMENT WORDING:**

STATE OF NEW JERSEY )  
COUNTY OF MIDDLESEX ) SS:

I certify that on October 8, 2019, Robert Gleason personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary/Treasurer of Rossmoor Community Assn, Inc. the Corporation named in this Deed;

(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is Daniel Jolly, the President/Vice President of the corporation;

(c) this Deed 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 Deed;

(e) this person signed this proof to attest to the truth of these facts; and

(f) the full and actual consideration paid or to be paid for the grant of easement is **less than \$100.00.**

Signed and sworn to before me this 8 day of October, 2019.

Robert E. Gleason  
(Print Name of Attesting Witness below signature)

Robert E. Gleason

Gina M. Genter  
(Print Name of Notary Public below signature)

Gina M. Genter

**GINA M. GENTER  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50061302  
My Commission Expires 05/25/2022**

**Schedule A**  
(Legal Description of Easement Area)

July 1, 2019

**Metes & Bounds Description**  
**Proposed 15' Wide Water Line Easement**  
**over a portion of**  
**Yale Way (Private Roadway)**  
**Township of Monroe**  
**Middlesex County, New Jersey**

ALL that certain lot, piece or parcel of land, situate lying and being in the Township of Monroe, Middlesex County, State of New Jersey, bounded and described as follows:

BEGINNING at a point formed in the division line between Lot 90 Block 56, (lands n/f Mutual No. 16 Condominium Association, Inc.) and Yale Way, said point also being the following five, (5) courses from the common corner and division line between Lot 9.04 Block 56, (lands n/f 259 Prospect Plains Assoc.) and the southerly line of said Lot 90 Block 56, said corner also being marked by a monument found;

- A. South 24° 11' 50" West, a distance of 173.11 feet to a point, thence;
- B. South 73° 43' 04" East, a distance of 28.78 feet to a point, thence;
- C. North 61° 48' 51" East, a distance of 21.61 feet to a point, thence;
- D. South 73° 01' 22" East, a distance of 161.48 feet to a point, thence;
- E. South 28° 01' 22" East, a distance of 2.58 feet to the point and place of beginning, running, thence; Passing over and through a portion of said Yale Way the following six, (6) courses;
  1. South 28° 01' 22" East, a distance of 6.46 feet to the point, thence;
  2. South 16° 58' 38" West, a distance of 14.61 feet to a point, thence;
  3. North 73° 01' 22" West, a distance of 15.00 feet to a point, thence;
  4. North 16° 58' 38" East, a distance of 6.00 feet to a point, thence;
  5. North 73° 01' 22" West, a distance of 65.92 feet to a point, thence;

Proposed 15' Wide Water Line Easement

BCG 080398-F1-0001

July 1, 2019

Page 2 of 2

6. South  $61^{\circ} 48' 51''$  West, a distance of 21.51 feet to a point of curvature in the aforesaid division line between Yale Way and Block 56 Lot 90, thence;
7. Along a curve to the right, having a radius of 65.00 feet, an arc length of 61.02 feet, a delta angle of  $53^{\circ} 47' 00''$ , a chord bearing North  $78^{\circ} 35' 35''$  East and a chord distance of 58.80 feet to a point of tangency, thence;
8. South  $74^{\circ} 30' 55''$  East, a distance of 79.30 feet along the common division line between said Yale Way and Block 56, Lot 90 to the point and place of beginning.

Containing 707 s.f. or 0.02 acres.

The above described Proposed 15' wide Water Line easement written with reference to a plan entitled "Exhibit of Proposed 15 Wide Water Line Easement over a portion of Yale Way and Block 56, Lot 90, Township of Monroe, Middlesex County, New Jersey," Dated 7-1-2019, Prepared by Bowman Consulting.

BOWMAN CONSULTING GROUP, LTD  
303 West Main Street  
4<sup>th</sup> Floor  
Freehold, NJ 07728

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Martin F. Tirella, PLS  
Principal  
N.J. Professional Land Surveyor Lic. 24GS02747700

P: P:\080398 - Matrix Corp Campus (MCC) Bldg F\080398-F2-002 (SUR) - 080398-F2-002 (SUR) - MCC Water System Improvements\Survey\Legal Descriptions-15' WATER LINE ESMT YALE WAY.DOCX

[bowmanconsultingny.com](http://bowmanconsultingny.com)

**Schedule B**  
(Easement Area Plan)

BLOCK 56  
LOT 9.04  
259 PROSPECT PLAINS, ASSOC.

BLOCK 56  
LOT 9.04  
n/f 259 PROSPECT PLAINS, ASSOC.

YALE WAY  
(PRIVATE ROADWAY)  
n/f ROSSMOOR COMMUNITY  
ASSOCIATION, INC.

BLOCK 56  
LOT 90  
n/f MUTUAL NO. 16 CONDOMINIUM  
ASSOCIATION, INC.

BLOCK 56  
LOT 9.04  
n/f 259 PROSPECT  
PLAINS, ASSOC.

PROPOSED 15' WIDE  
EASEMENT OVER A  
PORTION OF YALE WAY  
CONTAINING 717 S.F.  
OR 0.02 AC.±

PROPOSED 15'  
EASEMENT OVER A PORTION  
OF BLOCK 56 LOT 90  
CONTAINING 1,115 S.F. or 0.03  
Ac.±

BLOCK 56  
LOT 87  
n/f MUTUAL NO. 15  
CONDOMINIUM ASSOCIATION



**NOTES:**

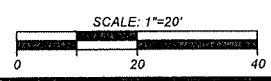
1. THE PURPOSE OF THIS PLAN IS TO SHOW PROPOSED 15' WIDE WATER LINE EASEMENT OVER PORTIONS OF YALE WAY (PRIVATE ROADWAY) AND BLOCK 56, LOT 90 IN THE TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY, ANY OTHER USE IS UNINTENTIONAL.
2. FIELD LOCATIONS ON YALE PRIVATE ROADWAY WERE PERFORMED BY BOWMAN CONSULTING ON 9-25-2018.
3. CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

**MAP REFERENCES:**

1. THE CRANBURY TOWNSHIP TAX MAP SHEET No. 1, THE MONROE TOWNSHIP TAX MAP SHEET Nos. 54 AND 61
2. A PLAN ENTITLED "AMENDED CONDOMINIUM PLAN FOR MATRIX CORPORATE CAMPUS CONDOMINIUM, TOWNSHIP OF CRANBURY - BLOCK 3 LOT 1.02, 1.021-1.022 AD 1.026-1.029, TOWNSHIP OF MONROE - BLOCK 56 LOT 9.04, MIDDLESEX COUNTY, NJ," DATED 11/13/2018, PREPARED BY BOWMAN CONSULTING.
3. A PLAN ENTITLED "MATRIX CORPORATE CENTER WATER SYSTEM IMPROVEMENTS WATER SYSTEM IMPROVEMENT PLAN, TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY, DATED 07/25/2018, SHEET 2 OF 8, PREPARED BOWMAN CONSULTING.

**EASEMENT LEGEND**

-  PROPOSED 15' WIDE WATERLINE EASEMENT OVER PORTION OF LOT 87 BLOCK 56
-  PROPOSED 15' WIDE WATERLINE EASEMENT OVER PORTION OF LOT 90 BLOCK 56



**Bowman Consulting Group, Ltd.**  
303 W. Main Street Phone: 732-665-5500  
Freehold, New Jersey 07728 FAX: 732-665-5501  
www.bowmanconsulting.com NJ Certificate of Authorization  
E-mail: NJ@BowmanConsulting.com No. 24GA2822600

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MARTIN F. TIRELLA, N.J. Professional Land Surveyor Lic. 24GS02747700

DATE: 07-01-2019  
REV.: GPR  
PROJ.: 080398-F01-0001  
SCALE: 1"=20'  
THIS DRAWING AND ALL INFORMATION CONTAINED HEREIN IS AUTHORIZED FOR USE ONLY BY THE PARTY FOR WHOM THE WORK WAS CONTRACTED OR TO WHOM IT IS CERTIFIED. THIS DRAWING MAY NOT BE COPIED, REUSED, DISCLOSED, DISTRIBUTED OR RELIED UPON FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF BOWMAN CONSULTING GROUP, LTD. COPYRIGHT 2019 BOWMAN CONSULTING GROUP, LTD. ALL RIGHTS RESERVED

**EXHIBIT OF  
PROPOSED 15' WIDE  
WATER LINE EASEMENT  
OVER PORTIONS OF YALE WAY &  
BLOCK 56 LOT 90  
TOWNSHIP OF MONROE  
MIDDLESEX COUNTY, NEW JERSEY**



Nancy J. Pinkin  
 Middlesex County Clerk  
 Recording Data Cover Page  
 Pursuant to N.J.S.A. 46:26A-5



**INSTR # 2021047796**  
 0 BK 18380 PG 937 Pgs 937 - 946 (10 pgs)  
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 NANCY J. PINKIN, COUNTY CLERK BD  
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*Official Use Only*

<b>Date of Document</b> December 9, 2020	<b>Type of Document</b> <i>Deed of Easement</i>
<b>First Party Name</b> Mutual No. 16 Condominium Association, Inc.	<b>Second Party Name</b> Township of Monroe
<b>Additional First Parties</b>	<b>Additional Second Parties</b>

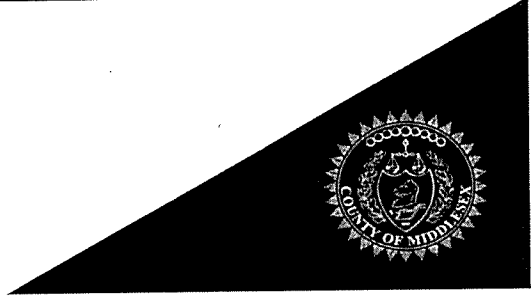
**THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.**

<b>Block</b> 56	<b>Lot</b> 9.04
<b>Municipality</b> Monroe <input checked="" type="checkbox"/>	<b>Consideration</b> Less than \$100.00
<b>Mailing Address of Grantee</b> Monroe Township Municipal Building One Municipal Plaza, Room 107 Monroe Township, NJ 08831	

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

<b>Original Book</b>	<b>Original Page</b>
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DEED OF EASEMENT

Prepared by: Ruben D. Perez, Esq.  
Rainona Coughlin Michelle LLC  
555 U.S. Highway One, South  
Suite 440  
Iselin, NJ 08830

THIS DEED OF EASEMENT, made on this 9th day of December, 2020,

Between

MUTUAL NO. 16 CONDOMINIUM ASSOCIATION, INC., having an address of  
128 Sussex Way, Monroe, New Jersey 08831

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, 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, an 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, Lot 90 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 installation, operation, maintenance and repair of a water main line that will be a portion of an interconnection between the existing water main line beneath the Yale Way private right-of-way and a water main line to be installed on property identified as Block 56, Lot 9.04 on the Monroe Township Tax Map and Block 3, Lot 1.02 on the Cranbury Township Tax Map (the "Water Main Interconnection").

The easement herein granted and conveyed by the Grantor to the Township gives the Township, and its successors or assigns, the right to plan, construct, 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, insofar as such right of access is necessary to the proper use of any right granted herein (the "Easement"). The Township, or its successors or assigns, after doing work on the premises, shall restore the premises substantially to its condition immediately prior to commencing such work, to the extent possible.

With respect to the Easement herein granted, the Grantors, its successors and assigns, shall have the right to use of the Easement Area, but agree to be limited as follows and subject to any terms and conditions set forth in the preceding paragraphs:

1. All of the terms and conditions set forth in the preceding paragraphs under Witnesseth shall be deemed to be included in the body of this Easement as if fully set forth herein, including but not limited to the obligation of the Township or its successors or assigns to restore the premises substantially to its condition immediately prior to commencing any work to the extent possible.

2. No obstruction or encumbrance, physical or otherwise, shall be placed in or about the Easement Area which will obstruct the Township's purpose as expressed herein. This prohibition includes anything other than a grass lawn, pavement, curbing, sidewalks or the replacement of any other improvement existing as of the date of this Deed of Easement.

3. No fill, material, machinery, appliances, or similar objects may be placed on the Easement Area which will impose an additional loading in excess of one hundred pounds per square foot (100 lbs./sq. ft.) without the prior written approval of the Township, excepting such equipment as is typically utilized in connection with the construction, maintenance or replacement of all improvements in the Easement Area.

4. Grantor may erect fencing within the Easement Area, provided that the Grantor obtains prior written consent from the Township confirming that such fencing does not materially interfere with the operation, maintenance and repair of the Water Main Interconnection, which consent shall not be unreasonably withheld, delayed or conditioned. The Township hereby consents that the proposed fencing shown on **Schedule B** attached hereto may be installed by Grantor within the Easement Area. If the Township has approved the installation of a fence within the Easement Area and thereafter disturbs the approved fence, the Township shall, upon the completion of its work within the Easement Area, restore such fence to substantially the same condition in which it was prior to commencement of such disturbance.

5. **Temporary Construction Easement.** During the time that the Township, or its successors or assigns, performs any work permitted hereunder, the Township, or its successors or assigns, shall have a temporary construction easement allowing its architects, contractors, subcontractors, materialmen and others engaged in the construction of the Water Main Interconnection, or any other work permitted hereunder, to use such portion or portions of the Grantor's Property beyond the Easement Area as is reasonably necessary for the purpose of performing such work, and only (i) during weekday business hours unless there is an emergency, (ii) for the period reasonably necessary to perform such work, (iii) in accordance with and subject to good construction practice, and (iv) in such manner so as to minimize, to the fullest extent practicable, 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.

6. **Assignment.** The Township shall have the right to assign its rights hereunder to a professional and reputable third-party to carry out any of the purposes contemplated herein, including without limitation the right to perform construction or maintenance work. All work assigned to a third party shall be performed in a professional and reputable manner and all third parties shall provide Grantor with proof of adequate insurance, as reasonably determined by Grantor, prior to the commencement of such work.

7. **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.

8. **Liability.** The Township agrees for itself and any third party assigned rights hereunder, that it is accepting rights to the Easement Area in "AS IS" condition and will indemnify, hold harmless and release Grantor from any injury to person or property occurring on or from Grantor's Property in connection with the exercise of any rights hereunder, unless caused by Grantor's negligence. The Township agrees for itself and any third party, that it shall indemnify Grantor for any injury occurring on Grantor's Property in connection with the exercise of any rights hereunder that is caused by the negligence of Grantee.

9. **Termination.** This Easement shall immediately be deemed terminated, vacated and abandoned if all parties lawfully utilizing the Water Main Interconnection give written notice to the owner of the Easement Area that use of the Water Main Interconnection is being permanently discontinued.

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. All recording costs shall be paid by Grantee.

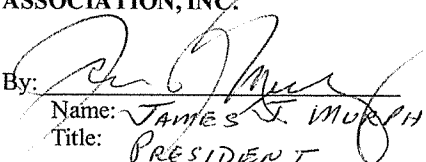
*[Signature Page Follows]*

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and the year first above-written.

WITNESS/ATTEST:

GRANTOR:

  
Name: DANIEL J. McDEVLIN  
Title: SECRETARY

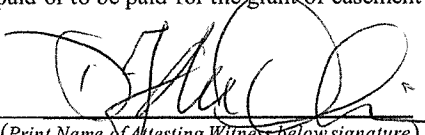
MUTUAL NO. 16 CONDOMINIUM ASSOCIATION, INC.  
By:   
Name: JAMES J. MURPHY  
Title: PRESIDENT

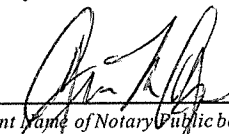
STATE OF NEW JERSEY )  
COUNTY OF MIDDLESEX ) SS:

I certify that on 11/22, 2019, DANIEL J. McDEVLIN personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the **Secretary** of MUTUAL No. 16 CONDOMINIUM ASSOC. INC. the Corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is JAMES J. MURPHY, the **President** of the corporation;
- (c) this Deed 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 Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the grant of easement is less than \$100.00.

Signed and sworn to before me this 22 day of November 2019.

  
(Print Name of Attesting Witness below signature)  
DANIEL J. McDEVLIN

  
(Print Name of Notary Public below signature)

**GINA M. GENTHER**  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50061302  
My Commission Expires 05/25/2022

**Schedule A**  
(Legal Description of Easement Area)

July 1, 2019

**Metes & Bounds Description**  
**Proposed 15' Wide Water Line Easement**  
**over a portion of**  
**Lot 90 Block 56**  
**Township of Monroe**  
**Middlesex County, New Jersey**

ALL that certain lot, piece or parcel of land, situate lying and being in the Township of Monroe, Middlesex County, State of New Jersey, bounded and described as follows:

BEGINNING at a point formed by the intersection where the southerly line of Lot 90, Block 56, (lands n/f Mutual No. 16 Condominium Association, Inc.) intersects the westerly line of the herein Proposed 15' wide Water Line Easement, said point also bearing South 24° 11' 50" West, a distance of 173.11 feet along said southerly line of said Block 56, Lot 90 from the common corner and division line between Block 56, Lot 9.04 (lands n/f 259 Prospect Plains Assoc.) said corner being marked by a monument found and from said point of beginning running, thence;

1. Along the westerly line said Proposed 15' Wide Water Line Easement, South 73° 43' 04" East, a distance of 28.78 feet to a point, thence;
2. North 61° 48' 51" East, a distance of 21.61 feet to a point, thence;
3. South 73° 01' 22" East, a distance of 161.48 feet to a point, thence;
4. South 28° 01' 22" East, a distance of 2.58 feet to a point in the division line between said Lot 90, Block 56, and Yale Way, thence; continuing along said division line the following two courses:
5. North 74° 30' 55" West, a distance of 79.30 feet to a point of curvature, thence;
6. Along a curve to the left, having a radius of 65.00 feet, an arc length of 61.02 feet, a delta angle of 53° 47' 00", a chord bearing South 78° 35' 35" West and a chord distance of 58.80 feet to a point, thence;
7. North 73° 43' 04" West, a distance of 36.84 feet to a point, thence;
8. North 24° 11' 50" East, a distance of 15.14' to the point and place of beginning.

Containing 1,115 s.f. or 0.03 acres.

Proposed 15' Wide Water Line Easement  
BCG 080398-F1-0001  
July 1, 2019  
Page 2 of 2

The above described Proposed 15' wide Water Line easement written with reference to a plan entitled "Exhibit of Proposed 15 Wide Water Line Easement over a portion of Yale Way and Block 56, Lot 90, Township of Monroe, Middlesex County, New Jersey," Dated 7-01-2019, Prepared by Bowman Consulting.

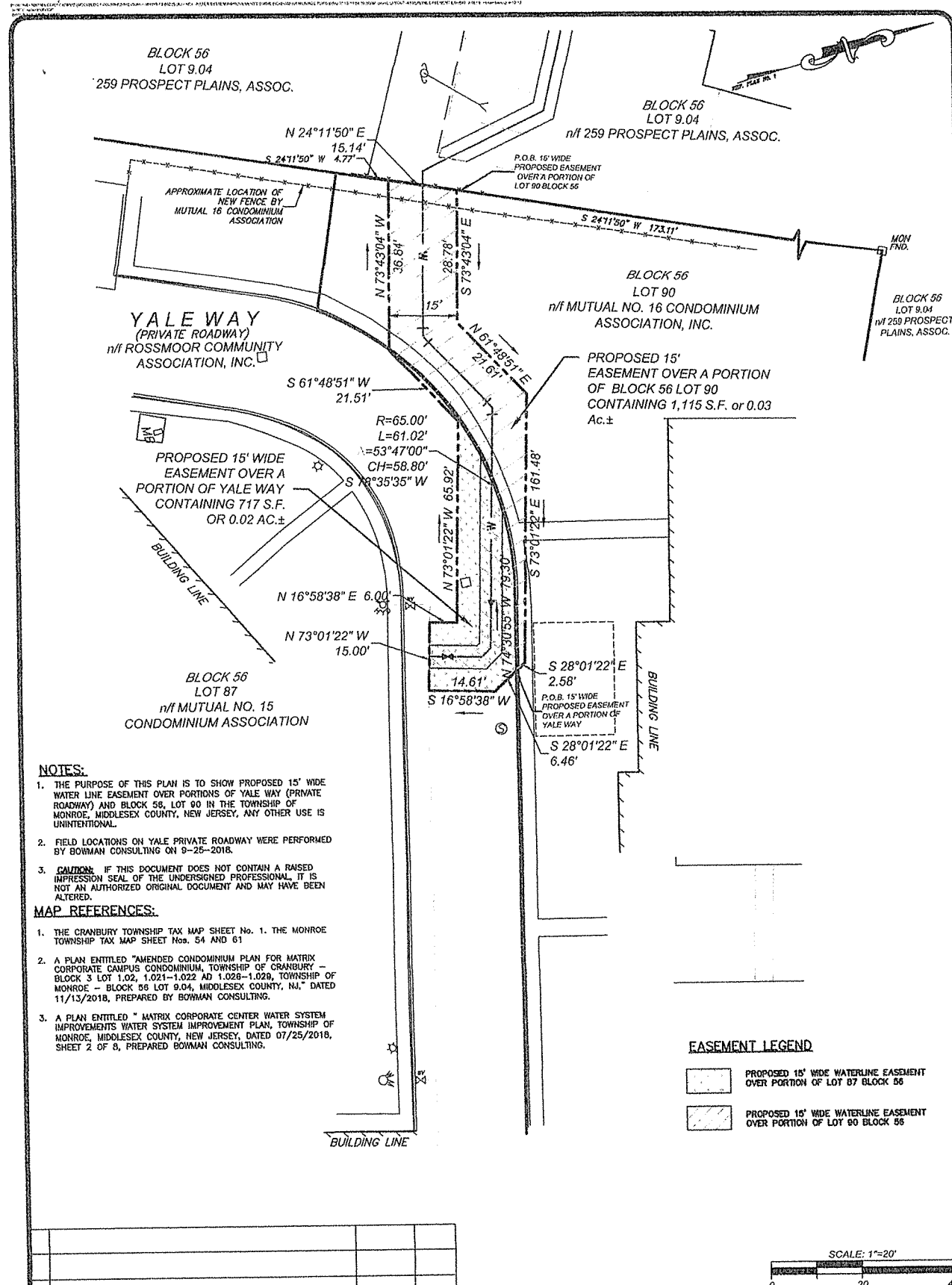
BOWMAN CONSULTING GROUP. LTD  
303 West Main Street  
4<sup>th</sup> Floor  
Freehold, NJ 07728

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Martin F. Tirella, PLS  
Principal  
N.J. Professional Land Surveyor Lic. 24GS02747700

P: P:\080398 - Matrix Corp Campus (MCC) Bldg F\080398-F2-002 (SUR) - 080398-F2-002 (SUR) - MCC Water System Improvements\Survey\Legal  
Descriptions-15' WATERLINE ESMT\_LOT 90. BLK56.DOCX

**Schedule B**  
(Easement Area Plan)



**NOTES:**

1. THE PURPOSE OF THIS PLAN IS TO SHOW PROPOSED 15' WIDE WATER LINE EASEMENT OVER PORTIONS OF YALE WAY (PRIVATE ROADWAY) AND BLOCK 56, LOT 90 IN THE TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY. ANY OTHER USE IS UNINTENTIONAL.
2. FIELD LOCATIONS ON YALE PRIVATE ROADWAY WERE PERFORMED BY BOWMAN CONSULTING ON 9-25-2018.
3. **CAUTION:** IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

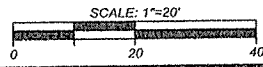
**MAP REFERENCES:**

1. THE CRANBURY TOWNSHIP TAX MAP SHEET No. 1. THE MONROE TOWNSHIP TAX MAP SHEET Nos. 54 AND 61
2. A PLAN ENTITLED "AMENDED CONDOMINIUM PLAN FOR MATRIX CORPORATE CAMPUS CONDOMINIUM, TOWNSHIP OF CRANBURY - BLOCK 3 LOT 1.02, 1.021-1.022 AD 1.023-1.029, TOWNSHIP OF MONROE - BLOCK 55 LOT 9.04, MIDDLESEX COUNTY, NJ, DATED 11/13/2018, PREPARED BY BOWMAN CONSULTING.
3. A PLAN ENTITLED "MATRIX CORPORATE CENTER WATER SYSTEM IMPROVEMENTS WATER SYSTEM IMPROVEMENT PLAN, TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY, DATED 07/25/2018, SHEET 2 OF 8, PREPARED BY BOWMAN CONSULTING.

**EASEMENT LEGEND**

- PROPOSED 15' WIDE WATERLINE EASEMENT OVER PORTION OF LOT 87 BLOCK 56
- PROPOSED 15' WIDE WATERLINE EASEMENT OVER PORTION OF LOT 90 BLOCK 56

1			



**Bowman Consulting Group, Ltd.**  
 303 W. Main Street Phone: 732-665-5500  
 Freehold, New Jersey 07728 FAX: 732-665-5501  
 www.bowmanconsulting.com NJ Certificate of Authorization  
 E-mail: NJ@BowmanConsulting.com No. 24GA28222600

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MARTIN F. TIRELLA, N.J. Professional Land Surveyor Lic. 24GS02747700

DATE: 07-01-2019  
 REV.: GPR  
 PROJ.: 080398-F01-0001  
 SCALE: 1"=20'

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**EXHIBIT OF  
 PROPOSED 15' WIDE  
 WATER LINE EASEMENT  
 OVER PORTIONS OF YALE WAY &  
 BLOCK 56 LOT 90  
 TOWNSHIP OF MONROE  
 MIDDLESEX COUNTY, NEW JERSEY**



# Township of Monroe

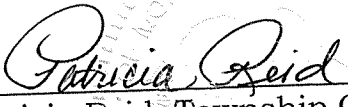
County of Middlesex

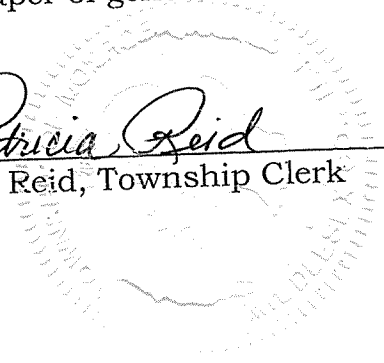
**PATRICIA REID**  
Township Clerk

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

## Affidavit of Publication

I, Patricia Reid, 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 newspapers of Monroe Township and newspaper of general circulation in the County of Middlesex on November 10, 2020.

  
\_\_\_\_\_  
Patricia Reid, Township Clerk



Ad Number: 0004458063      Run Dates: 11/10/2020

### MONROE TOWNSHIP NOTICE OF PENDING ORDINANCE

ORDINANCE NO.: O-11-2020-021

NOTICE IS HEREBY GIVEN THAT AN ORDINANCE ENTITLED: "ORDINANCE AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE NON-EXCLUSIVE EASEMENTS OVER PROPERTY LOCATED AT BLOCK 56, LOTS 9.04, 87 AND 90", has been introduced and passed on first reading at the regular meeting of the Monroe Township Council held electronically on November 4, 2020 and will be further considered for final passage after a Public Hearing during the council meeting to be held on December 7, 2020 at 6:30 p.m. via Zoom at the following website <https://us04web.zoom.us/j/106827708>. 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 for the Township to acquire non-exclusive easements in perpetuity for the operation, maintenance, monitoring, repair, renewal and/or replacement of certain water and appurtenant facilities that are located and/or to be constructed upon a portion of said Property located at Block 56, Lots 9.04, 87 and 90 (the "Easements").

The proposed Ordinance in its entirety can be viewed on the Township website, [www.monroetwp.com](http://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.

Patricia Reid, Municipal Clerk  
(\$26.66)

0004458063-01



# Township of Monroe

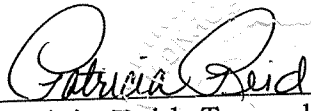
County of Middlesex

**PATRICIA REID**  
Township Clerk

Municipal Complex  
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08831-1900  
Phone (732) 656-4573  
Fax (732) 521-3190

## Affidavit of Publication

I, Patricia Reid, 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 newspapers of Monroe Township and newspaper of general circulation in the County of Middlesex on December 14, 2020.

  
\_\_\_\_\_  
Patricia Reid, Township Clerk

Ad Number: 0004504385

Run Dates: 12/14/2020

### 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 November 4, 2020. Furthermore, this Ordinance was adopted after a Public Hearing was held at the December 7, 2020 regular meeting of the Monroe Township Council which was held via Zoom at the following website <https://us04web.zoom.us/j/106827708>, and was thereafter approved and signed by the Mayor on December 9, 2020.

#### MONROE TOWNSHIP

ORDINANCE NO.: O-11-2020-021

"ORDINANCE AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE NON-EXCLUSIVE EASEMENTS OVER PROPERTY LOCATED AT BLOCK 56, LOTS 9.04, 87 AND 90"

PATRICIA REID, R.M.C  
Monroe Township Municipal Clerk  
(\$18.92)

0004504385-01