

MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: O-4-2021-008

**ORDINANCE OF THE MONROE TOWNSHIP COUNCIL
AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE NON-EXCLUSIVE
EASEMENTS OVER PROPERTY (BLOCK 83, LOTS 8 and 44; and Block 83.1, Lot 1)**

WHEREAS, Shawn Chorbak and Danielle Chorbak (the “Chorbaks”) are owners of property identified on the Township of Monroe (the “Township”) Official Tax Map as Block 83.1, Lot 1 and Josephine Herig (“Ms. Herig”) is the owner of property identified on the Township Official Tax Map as Block 83, Lots 8 and 44 (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 sanitary sewer 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, Declarations of Easement from the Chorbaks and Ms. Herig have been prepared and executed by the property owners which provide the Township with non-exclusive easements in the Property as described in the agreements appended hereto as Attachment A and Attachment B; and

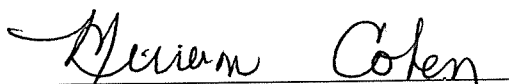
WHEREAS, after analysis and review, the Monroe Township Utility Department (“MTUD”) has determined it is in its best interest to enter into the aforementioned Declarations of Easement in a form substantially similar to the forms attached hereto as Attachment A and Attachment B; and

WHEREAS, the Township Attorney has reviewed the aforementioned Declarations 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 Declarations of Easement as described in substantially the forms appended hereto as Attachment A and Attachment B, 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.

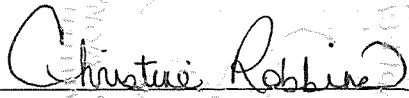
SO ORDAINED, as aforesaid.


 MIRIAM COHEN, Council President

RECORDED VOTE – INTRODUCTION – April 5, 2021						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Baskin			X			
Councilman Dipierro		X	X			
Councilman VanDzura			X			
Council V. President Schneider	X		X			
Council President Cohen			X			

NOTICE

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 April 5, 2021. 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 May 3, 2021 at 6:30 p.m. via Zoom at <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.


CHRISTINE ROBBINS, Deputy Township Clerk


RECORDED VOTE – SECOND READING & FINAL ADOPTION– May 3, 2021						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Baskin		X	X			
Councilman Dipierro	X		X			
Councilman VanDzura			X			
Council V. President Schneider			X			
Council President Cohen			X			

ORDINANCE NO.: O-4-2021-008

**ORDINANCE OF THE MONROE TOWNSHIP COUNCIL
AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE NON-EXCLUSIVE
EASEMENTS OVER PROPERTY (BLOCK 83, LOTS 8 and 44; and Block 83.1, Lot 1)**

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.


STEPHEN DALINA, Mayor

Date signed: May 4, 2021

ATTACHMENT A
(Chorbaks - Declaration of Easement)

PREPARED BY AND RECORD AND RETURN TO:

Robert G. Smith, Esq.
Bob Smith & Associates
216 Stelton Road, Suite B-1
Piscataway, New Jersey 08854
(732) 752-3100

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") is made as of February 25, 2021, by and between

BSREP III MONROE LLC ("BSREP"), a Delaware Limited Liability Company, having an address at Brookfield Place, 250 Vesey Street, 15th Floor, New York, NY 10281, and its successors and assigns; and

TOWNSHIP OF MONROE (the "Township"), having an address at 143 Union Valley Road, Monroe Township, NJ 08831; and

Shawn Chorbak and Danielle Chorbak (herein after "Owners") and their successors and assigns, having an address of 239 Rhode Hall Road, Monroe, NJ 08831.

PRELIMINARY STATEMENT

WHEREAS, on the date of this Declaration, Owners are the owners and holder of fee title to that certain parcel of real property (together with all appurtenances thereto and improvements now or hereinafter located thereon), situated in the Township of Monroe, County of Middlesex, State of New Jersey, commonly known as 239 Rhode Hall Road, Block 83.1, Lot 1; and

WHEREAS, BSREP owns property located in the Township of Monroe, County of Middlesex, and designated on the Tax Map of Monroe as Lot 3.01 in Block 82

WHEREAS, BSREP, the Township, and Owner are entering into this Declaration to establish certain, restrictions, rights and responsibilities upon and across Lot 1, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the sum of fifteen-thousand and one-hundred dollars (\$15,100.00) and other good and valuable consideration (see Agreement attached as Exhibit B), the receipt and sufficiency of which are hereby mutually acknowledged, BSREP, the Township, and Owner hereby agree as follows:

1. **Certain Defined Terms.**

When used in this Declaration, the following initially capitalized terms shall have the meanings attributed thereto in this Section 1.

(a) **“Easement Area”** shall mean the portion of Lot 1 in Block 83.1, described on Exhibit “A” attached hereto.

(b) **“Easements”** shall mean collectively the Sanitary Sewer Easement and the Temporary Construction Easement.

(c) **“Owner”** shall mean the present Lot 1 Owner, together with its successors in title to all or any portion of Lot 1.

(d) **“Maintain”** means to perform Maintenance.

(e) **“Maintenance”** means all necessary inspection, maintenance, repairs, replacements and renewals of any facilities or improvements made pursuant to the rights granted by any of the Easements herein, whether ordinary or extraordinary, and whether foreseen or unforeseen.

(f) **“Party”** means any entity or individual bound by this Declaration, collectively “Parties”.

(g) **“Repairs”** shall mean any improvements, repairs, maintenance, restoration or such similar work required or necessary to (i) comply with any Township, County, State or Federal approval, regulation, statute or ordinance; or (ii) work required to repair or restore the Easement Area to a condition consistent with that which existed prior to work having commenced, including, but not limited to repair or replacement of curbs, sidewalks, drive aisles and surface improvements, landscaping or such similar improvements.

(h) **“Sanitary Sewer Facilities”** shall mean, collectively, all pipes, lines, connections, appurtenances, devices, and materials used to construct and operate the sanitary sewer on Owner’s property.

2. **Sanitary Sewer Easement.** Owners, hereby grants to BSREP and the Township a perpetual, non-exclusive sanitary sewer easement (the “Sanitary Sewer Easement”) upon, under and through the Easement Area, and for locating, installing, constructing, using, relocating, reconstruction, removing, maintaining, replacing, and preserving sanitary sewage facilities to transmit sanitary waste flow (the “Sanitary Sewer Facilities”) now of hereinafter located within, upon or beneath the Easement Area.

3. **Construction.**

The construction of the Easement Facilities (excluding Maintenance and Repairs) shall be performed in accordance with (i) detailed plans and specifications; (ii) a construction schedule; and (iii) a requirement to notice Owner, in writing at the above referenced address, no fewer than 48 hours prior to the commencement of work in the Easement Area.

4. **Maintenance.** All maintenance and repairs of the Sanitary Sewer Facilities subsequent to initial construction shall be the responsibility of the Township.

5. **Use of Easement Area.** The following restrictions on the Easement Area shall apply:

(a) 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 Declaration.

(b) 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.

(c) Owner may erect fencing within the Easement Area, provided that the Owner 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. 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.

6. **Governmental Approvals.** Any Party performing any construction, Maintenance or other work hereunder shall have the sole responsibility for obtaining all permits and approvals and providing any financial security or assurances which may be required from any governmental or quasi-governmental authorities in connection therewith.

7. **Standard of Care.** Each Party performing work shall perform all work, including, without limitation, construction, installation and Maintenance, in a good and workmanlike manner consistent with applicable industry standards, with a minimum of inconvenience to the Owner, and in accordance with all applicable legal requirements.

8. **Damages.** Any damage to property and/or persons caused by a Party (or anyone claiming by, through or under it) in the course of such work shall be promptly repaired and such lands restored to their condition immediately prior to such damage, at the sole cost and expense of the Party performing such work. All work shall be undertaken and completed in a prompt manner

and with all due diligence. Each Party shall perform all work hereunder in a manner that does not unreasonably interfere with or interrupt the use of or on the Owner's Lot.

9. **Temporary Construction and Maintenance Easement.** During the time that BSREP or the Township performs any construction or Maintenance with respect to the Easement granted pursuant to the terms of this Declaration, BSREP and the Township shall have a temporary construction easement (the "Temporary Construction Easement") allowing BSREP and the Township and its architects, contractors, subcontractors, materialmen and others engaged in the project to use such portion or portions of the other Owners' Lots as is reasonably necessary for the purpose of performing such work, including for staging and storage related to such work, but only to the extent necessary for the purpose of performing such work, and only (i) at reasonable times; and (ii) for the period reasonably necessary to perform such work; and (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 Owner's Lots. 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, subject to any improvement permitted to be installed therein.

10. **Cooperation.** BSREP, the Township and Owners shall act in a commercially reasonable manner, in good faith and shall cooperate with the other with respect to the matters which are the subject of this Declaration.

11. **Rights Reserved.** Owners shall have the right to occupy and enjoy the surface of, air space above, and subsurface under, the Easements situated within their Lots for any purpose which does not unreasonably interfere with the easement rights granted to BSREP and the Township hereunder.

12. **Notices.** All notices or other communications required or permitted to be given under this Declaration shall be given in writing and delivered personally or mailed by certified mail, postage prepaid, or by a reputable overnight delivery service such as Federal Express or UPS, addressed to the address first set forth above. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail, or, if sent by overnight delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery. Notice given by legal counsel for either Owner shall be effective for all purposes hereunder.

13. **Amendments.** This Declaration may be modified only by a recorded document executed by the Parties hereto.

14. **Rights Run with the Land.** The rights and responsibilities hereunder shall run with fee title to the Property, it being agreed that each Owners shall be responsible for performance of its obligations under this Declaration during its period of ownership of its Lot. Upon transfer of its Lot, the transferring Owners shall be released from complying thereafter with the provisions of this Declaration with respect to such Lot so transferred, and shall have no further obligation by

reason thereof, except that a transferor shall not be released from any actual obligations that may exist at the time of such conveyance by it.

15. **Binding Effect.** The terms, covenants and conditions herein contained shall run in perpetuity for the benefit of each Lot in the manner set forth herein, and shall be binding upon and inure to the benefit of the successors and assigns of the Owners and their Permittees.

16. **Controlling Law.** The Parties agree that this Declaration shall be governed by and interpreted according to the laws of the State of New Jersey. The Parties further agree that any claims relating to or arising out of this Declaration and the transactions contemplated thereby shall be tried before a Judge, and each Owner waives any right to a trial by jury.

17. **No Other Agreements.** This Declaration contains the entire understanding of the Parties hereto with respect to the subject matter hereof. This Declaration shall not be modified except by a written instrument signed by the Owner against whom enforcement is sought.

18. **Miscellaneous.** If any provision of this Declaration is found to be invalid or unenforceable, the remainder of this Declaration shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Declaration may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

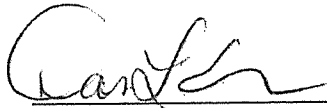
{SIGNATURES OF FOLLOWING PAGE}

IN WITNESS WHEREOF, Shawn Chorbak, Danielle Chorbak, BSREP III MONROE LLC. and TOWNSHIP OF MONROE have each executed and delivered this Declaration as of the date first above written.

OWNERS

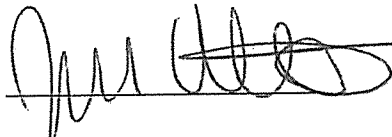


Shawn Chorbak



Danielle Chorbak

BSREP III MONROE LLC.

By: 

Name: Justin Drysdale

Title: SVP of Development

TOWNSHIP OF MONROE

By: 

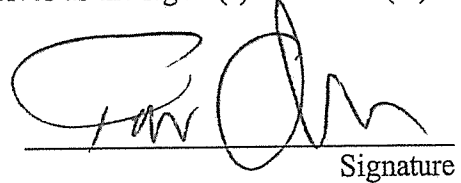
Name: Stephen Dalina

Title: Mayor

**NEW JERSEY NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)**

State of New Jersey)
) ss
County of Middlesex,)

On February 25, 2021 before me, Timothy Arch, Esq., attorney licensed in the state of New Jersey, personally appeared **SHAWN CHORBAK** and **DANIELLE CHORBAK**, who has/have satisfactorily identified him/her/themselves as the signer(s) or witness(es) to the above referenced document.



Signature

**TIMOTHY M. ARCH
ATTORNEY AT LAW
OF THE STATE OF NEW JERSEY**

STATE OF NEW JERSEY

SS.:

COUNTY OF MIDDLESEX

I CERTIFY that on May 4, 2021, 2021, Patricia Reid personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) This person is the Clerk of the Township of Monroe, the municipal corporation named in this Agreement;
- (b) This person is the attesting witness to the signing of this Agreement by the proper municipal officer who is Stephen Dalia, the Mayor of the Township of Monroe;
- (c) This Agreement was signed and delivered by the Township of Monroe as its voluntary act duly authorized by a proper resolution of the its governing body;
- (d) This person knows the proper seal for the Township of Monroe which was affixed to this Agreement; and
- (e) This person signed this proof to attest to the truth of these facts.

Signed and Sworn to before me on

May 4, 2021.

Christine Robbins
Notary Public

Patricia Reid
Patricia Reid, Clerk

CHRISTINE M. ROBBINS
NOTARY PUBLIC OF NEW JERSEY
ID # 50018737
My Commission Expires 7/6/2025

ATTACHMENT B
(Herig - Declaration of Easement)

PREPARED BY AND RECORD AND RETURN TO:

Robert G. Smith, Esq.
Bob Smith & Associates
216 Stelton Road, Suite B-1
Piscataway, New Jersey 08854
(732) 752-3100

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") is made as of Feb 26th, 2021, by and between

BSREP III MONROE LLC. ("BSREP"), a Delaware Limited Liability Company, having an address at Brookfield Place, 250 Vesey Street, 15th Floor, New York, NY 10281, and its successors and assigns; and

TOWNSHIP OF MONROE (the "Township"), having an address at 143 Union Valley Road, Monroe Township, NJ 08831; and

Josephine Herig (herein after "Owner") and their successors and assigns, having an address of 235 Rhode Hall Road/7 Woodcrest Circle, Monroe, NJ 08831.

PRELIMINARY STATEMENT

WHEREAS, on the date of this Declaration, Owner is the owner and holder of fee title to that certain parcel of real property (together with all appurtenances thereto and improvements now or hereinafter located thereon), situated in the Township of Monroe, County of Middlesex, State of New Jersey, commonly known as 235 Rhode Hall Road and 7 Woodcrest Circle, Block 83, Lots 8 & 44; and

WHEREAS, BSREP owns property located in the Township of Monroe, County of Middlesex, and designated on the Tax Map of Monroe as Lot 3.01 in Block 82

WHEREAS, BSREP, the Township, and Owner are entering into this Declaration to establish certain, restrictions, rights and responsibilities upon and across Lots 8 & 44, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the sum of twenty-thousand and one-hundred dollars (\$20,100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, BSREP, the Township, and Owner hereby agree as follows:

1. **Certain Defined Terms.**

When used in this Declaration, the following initially capitalized terms shall have the meanings attributed thereto in this Section 1.

(a) **“Easement Area”** shall mean the portion of Lots 8 & 44 described on Exhibit “A” attached hereto.

(b) **“Easements”** shall mean collectively the Sanitary Sewer Easement and the Temporary Construction Easement.

(c) **“Owner”** shall mean the present Lots 8 & 44 Owner, together with its successors in title to all or any portion of Lots 8 & 44.

(d) **“Maintain”** means to perform Maintenance.

(e) **“Maintenance”** means all necessary inspection, maintenance, repairs, replacements and renewals of any facilities or improvements made pursuant to the rights granted by any of the Easements herein, whether ordinary or extraordinary, and whether foreseen or unforeseen.

(f) **“Party”** means any entity or individual bound by this Declaration, collectively “Parties”.

(g) **“Repairs”** shall mean any improvements, repairs, maintenance, restoration or such similar work required or necessary to (i) comply with any Township, County, State or Federal approval, regulation, statute or ordinance; or (ii) work required to repair or restore the Easement Area to a condition consistent with that which existed prior to work having commenced, including, but not limited to repair or replacement of curbs, sidewalks, drive aisles and surface improvements, landscaping or such similar improvements.

(h) **“Sanitary Sewer Facilities”** shall mean, collectively, all pipes, lines, connections, appurtenances, devices, and materials used to construct and operate the sanitary sewer on Owner’s property.

2. **Sanitary Sewer Easement.** Owner, hereby grants to BSREP and the Township a perpetual, non-exclusive sanitary sewer easement (the “Sanitary Sewer Easement”) upon, under and through the Easement Area, and for locating, installing, constructing, using, relocating, reconstruction, removing, maintaining, replacing, and preserving sanitary sewage facilities to transmit sanitary waste flow (the “Sanitary Sewer Facilities”) now of hereinafter located within, upon or beneath the Easement Area.

3. **Construction.**

The construction of the Easement Facilities (excluding Maintenance and Repairs) shall be performed in accordance with (i) detailed plans and specifications; (ii) a construction

schedule; and (iii) a requirement to notice Owner, in writing at the above referenced address, no fewer than 48 hours prior to the commencement of work in the Easement Area.

4. **Maintenance.** All maintenance and repairs of the Sanitary Sewer Facilities subsequent to initial construction shall be the responsibility of the Township.

5. **Use of Easement Area.** The following restrictions on the Easement Area shall apply:

(a) 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 Declaration.

(b) 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.

(c) Owner may erect fencing within the Easement Area, provided that the Owner 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. 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.

6. **Governmental Approvals.** Any Party performing any construction, Maintenance or other work hereunder shall have the sole responsibility for obtaining all permits and approvals and providing any financial security or assurances which may be required from any governmental or quasi-governmental authorities in connection therewith.

7. **Standard of Care.** Each Party performing work shall perform all work, including, without limitation, construction, installation and Maintenance, in a good and workmanlike manner consistent with applicable industry standards, with a minimum of inconvenience to the Owner, and in accordance with all applicable legal requirements.

8. **Damages.** Any damage to property and/or persons caused by a Party (or anyone claiming by, through or under it) in the course of such work shall be promptly repaired and such lands restored to their condition immediately prior to such damage, at the sole cost and expense of the Party performing such work. All work shall be undertaken and completed in a prompt manner and with all due diligence. Each Party shall perform all work hereunder in a manner that does not unreasonably interfere with or interrupt the use of or on the Owner's Lot.

9. **Temporary Construction and Maintenance Easement.** During the time that BSREP or the Township performs any construction or Maintenance with respect to the Easement

granted pursuant to the terms of this Declaration, BSREP and the Township shall have a temporary construction easement (the "Temporary Construction Easement") allowing BSREP and the Township and its architects, contractors, subcontractors, materialmen and others engaged in the project to use such portion or portions of the other Owner's Lots as is reasonably necessary for the purpose of performing such work, including for staging and storage related to such work, but only to the extent necessary for the purpose of performing such work, and only (i) at reasonable times; and (ii) for the period reasonably necessary to perform such work; and (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 Owner's Lots. 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, subject to any improvement permitted to be installed therein.

10. **Cooperation.** BSREP, the Township and Owner shall act in a commercially reasonable manner, in good faith and shall cooperate with the other with respect to the matters which are the subject of this Declaration.

11. **Rights Reserved.** Owner shall have the right to occupy and enjoy the surface of, air space above, and subsurface under, the Easements situated within their Lots for any purpose which does not unreasonably interfere with the easement rights granted to BSREP and the Township hereunder.

12. **Notices.** All notices or other communications required or permitted to be given under this Declaration shall be given in writing and delivered personally or mailed by certified mail, postage prepaid, or by a reputable overnight delivery service such as Federal Express or UPS, addressed to the address first set forth above. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail, or, if sent by overnight delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery. Notice given by legal counsel for either Owner shall be effective for all purposes hereunder.

13. **Amendments.** This Declaration may be modified only by a recorded document executed by the Parties hereto.

14. **Rights Run with the Land.** The rights and responsibilities hereunder shall run with fee title to the Property, it being agreed that each Owner shall be responsible for performance of its obligations under this Declaration during its period of ownership of its Lot. Upon transfer of its Lot, the transferring Owner shall be released from complying thereafter with the provisions of this Declaration with respect to such Lot so transferred, and shall have no further obligation by reason thereof, except that a transferor shall not be released from any actual obligations that may exist at the time of such conveyance by it.

15. **Binding Effect.** The terms, covenants and conditions herein contained shall run in perpetuity for the benefit of each Lot in the manner set forth herein, and shall be binding upon and inure to the benefit of the successors and assigns of the Owners and their Permittees.

16. **Controlling Law.** The Parties agree that this Declaration shall be governed by and interpreted according to the laws of the State of New Jersey. The Parties further agree that any claims relating to or arising out of this Declaration and the transactions contemplated thereby shall be tried before a Judge, and each Owner waives any right to a trial by jury.

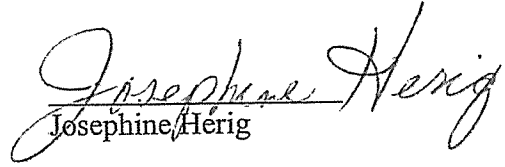
17. **No Other Agreements.** This Declaration contains the entire understanding of the Parties hereto with respect to the subject matter hereof. This Declaration shall not be modified except by a written instrument signed by the Owner against whom enforcement is sought.

18. **Miscellaneous.** If any provision of this Declaration is found to be invalid or unenforceable, the remainder of this Declaration shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Declaration may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

{SIGNATURES ON FOLLOWING PAGE}

IN WITNESS WHEREOF, Josephine Herig, BSREP III MONROE, LLC. and TOWNSHIP OF MONROE have each executed and delivered this Declaration as of the date first above written.

OWNER


Josephine Herig

BSREP III MONROE LLC.

By: 

Name: Justin Drysdale

Title: SVP of Development

TOWNSHIP OF MONROE

By: 

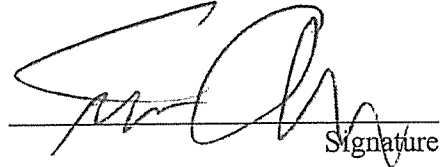
Name: Stephen Dalina

Title: Mayor

NEW JERSEY NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

State of New Jersey)
)
County of Middlesex,) ss

On Feb .26 ., 2021 before me, Timothy Arch, Esq., attorney licensed in the state of New Jersey, personally appeared **JOSPEHINE HERIG**, who has/have satisfactorily identified him/her/themselves as the signer(s) or witness(es) to the above referenced document.


Signature

**TIMOTHY M. ARCH
ATTORNEY AT LAW
OF THE STATE OF NEW JERSEY**

STATE OF NEW JERSEY

SS.:

COUNTY OF MIDDLESEX

I CERTIFY that on May 4, 2021, Patricia Reid personally came before me and this person acknowledged under oath, to my satisfaction that:

- (1) This person is the Clerk of the Township of Monroe, the municipal corporation named in this Agreement;
- (2) This person is the attesting witness to the signing of this Agreement by the proper municipal officer who is Stephen Dalina, the Mayor of the Township of Monroe;
- (3) This Agreement was signed and delivered by the Township of Monroe as its voluntary act duly authorized by a proper resolution of the its governing body;
- (4) This person knows the proper seal for the Township of Monroe which was affixed to this Agreement; and
- (5) This person signed this proof to attest to the truth of these facts.

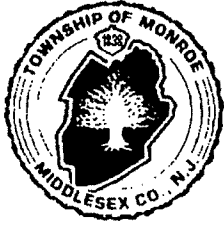
Signed and Sworn to before me on

May 4, 2021.

Christine Robbins
Notary Public

Patricia Reid
Patricia Reid, Clerk

CHRISTINE M. ROBBINS
NOTARY PUBLIC OF NEW JERSEY
ID # 50018737
My Commission Expires 7/6/2025



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, Christine Robbins, Deputy 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 newspaper of Monroe Township and a newspaper of general circulation in the County of Middlesex on April 9, 2021.


Christine Robbins, Deputy Township Clerk

Ad Number: 0004681080

Run Dates: 04/09/2021

MONROE TOWNSHIP
NOTICE OF PENDING ORDINANCE

ORDINANCE NO.: O-4-2021-008

NOTICE IS HEREBY GIVEN THAT AN ORDINANCE ENTITLED: "ORDINANCE AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE NON-EXCLUSIVE EASEMENTS OVER PROPERTY BLOCK 83, LOTS 8 AND 44; AND BLOCK 83.1, LOT 1", has been introduced and passed on first reading at the regular meeting of the Monroe Township Council held on April 5, 2021 and will be further considered for final passage after a Public Hearing during the council meeting to be held on May 3, 2021 at 6:30 p.m. via zoom by accessing this 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 to authorize the Township of Monroe to acquire non-exclusive easements in perpetuity for the operation, maintenance, monitoring, repair, renewal and/or replacement of certain sanitary sewer and appurtenant facilities that are located and/or to be constructed upon a portion of said Property (the "Easements") on Block 83, Lots 8 and 44 and Block 83.1, Lot 1.

The proposed Ordinance in its entirety can be viewed on the Township website, 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
(\$28.38)

0004681080-01



Township of Monroe


County of Middlesex

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Affidavit of Publication

I, Christine Robbins, Deputy 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 newspaper of Monroe Township and a newspaper of general circulation in the County of Middlesex on May 10, 2021.



Christine Robbins, Deputy Township Clerk

Ad Number: 0004724805

Run Dates: 05/10/2021

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 April 3, 2021. Furthermore, this Ordinance was adopted after a Public Hearing was held at the May 3, 2021 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 May 4, 2021.

MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: O-4-2021-008

ORDINANCE OF THE MONROE TOWNSHIP COUNCIL
AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE NON -
EXCLUSIVE EASEMENTS OVER PROPERTY (BLOCK 83, LOTS 8 and 44;
and BLOCK 83.1, LOT 1)

PATRICIA REID, R.M.C
Monroe Township Municipal Clerk
(\$20.64)

0004724805-01