

MIDDLESEX COUNTY CLERK
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INST# DE 1999 007995

PRINCETON FORRESTAL ASSOCIATES

INST# DE 1999 007995

Employee ID VENTIT

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



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RECORD AND RETURN TO:

G. CHRISTOPHER BAKER, ESQ.
McCARTHY AND SCHATZMAN, P.A.
P.O. BOX 2329
PRINCETON, NEW JERSEY 08543-2329

This Instrument Prepared By:

G. Christopher Baker
G. Christopher Baker, Esq.

GRANT OF EASEMENT AND ASSIGNMENT OF
SANITARY SEWER FACILITIES

THIS GRANT OF EASEMENT AND ASSIGNMENT OF SANITARY SEWER FACILITIES is made this 30th day of March, 1998, by PRINCETON FORRESTAL ASSOCIATES, a New Jersey corporation, having an address c/o Princeton Forrestal Center, 105 College Road East, Princeton, New Jersey 08540 (herein called "Princeton"), to THE TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation of the State of New Jersey, having an address of P.O. Box 190, Monmouth Junction, New Jersey 08852 (herein called "Township").

WITNESSETH THAT:

WHEREAS, Princeton is the owner of a certain strip of land (herein called the "Easement Area"), situate in Plainsboro and South Brunswick Township, Middlesex County, New Jersey, more particularly shown on the plan (herein called the "Plan") entitled "Plan Showing Proposed 25' Wide Sanitary Sewer Easement Through Lands of Princeton Forrestal Associates," prepared by Nassau Surveying, dated April 15, 1997, a copy of which Plan is attached hereto as Schedule A and by this reference made a part hereof, and

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which is more particularly described in Schedule B attached hereto and by this reference made a part hereof; and

WHEREAS, Princeton has constructed and installed in the Easement Area sanitary sewer lines and other sanitary sewer facilities relating to the disposition of sanitary sewerage (herein collectively called the "Sanitary Sewer Facilities"); and

WHEREAS, Princeton desires to assign and transfer to Township all of Princeton's interest in and to the Sanitary Sewer Facilities; and

WHEREAS, Princeton has agreed to grant to Township an easement for the purpose of operating, using, repairing, replacing, maintaining and inspecting the Sanitary Sewer Facilities.

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration paid by the Township to Princeton, the receipt of which is hereby acknowledged, and of the mutual covenants contained herein, the parties herein do mutually covenant and agree as follows:

1. Princeton hereby sells, conveys, assigns, transfers, sets over and dedicates to Township, all of the right, title and interest of Princeton of, in and to the Sanitary Sewer Facilities as a part of the sewerage collection system of Township.
2. Princeton hereby gives and grants unto Township the free, perpetual and uninterrupted right, liberty, privilege and easement to use the Easement Area for the purpose of operating, using, repairing, replacing, maintaining and

inspecting the Sanitary Sewer Facilities located in the Easement Area.

3. Township shall have the right to cut, remove and keep clear, all trees, undergrowth and other natural obstructions growing or located in and upon the Easement Area which may injure, endanger or interfere with the exercise of the rights herein granted to Township.

4. Township covenants and agrees with Princeton that Township:

(a) shall reimburse Princeton for any loss or damage to any property of Princeton which Princeton may suffer or sustain as a result of the exercise by Township of the rights herein granted;

(b) shall restore the grades of the Easement Area to the grades thereof immediately prior to the exercise of the rights herein granted, and to maintain such grades, if necessary by reason of settlement, unless the same shall have been changed by Princeton pursuant to the provisions of Section 5(b) hereof;

(c) shall restore the surface of the Easement Area to substantially the same condition in which it was immediately prior to the exercise of the rights herein granted, subject, however, to the limitations specified in Section 3 hereof; and if any paved surface shall be removed or damaged, then any restoration of such surface shall be performed in accordance with applicable governmental regulations; and

(d) shall indemnify and save harmless Princeton from and against any claims, actions or suits which may be asserted or

instituted against Princeton and which shall arise, or claimed to have arisen, out of the exercise by Township of any right herein granted, including, without limitation, attorneys' fees and costs of suit.

5. Princeton shall have the following rights with respect to the Easement Area:

(a) to use the surface of the Easement Area in any manner whatsoever so long as such use shall not interfere with the rights herein granted, including, without limitation, the right to layout and pave roads, driveways and parking areas therein and to otherwise pave the surface thereof and to install fences thereon; provided, however, that Princeton shall not have the right to build any building thereon without first obtaining the written consent of Township;

(b) to alter and change the grade of the Easement Area from time to time unless after such change less than 5 feet or more than 12 feet of soil shall remain over the top of the sanitary sewer line installed therein; provided, however, if any such change of grade shall necessitate the increase or decrease in height of any facility installed at or near the surface of the Easement Area, then Princeton shall not proceed with such change of grade without first obtaining the written consent of Township, which consent shall not be unreasonably withheld or delayed;

(c) to grant to utility companies the right to use portions of the Easement Area in common with Township, for the

purpose of the installation, operation, repair, replacement, maintenance and inspection of utility facilities.

6. Township hereby acknowledges that the Sanitary Sewer Facilities have been constructed and installed in accordance with standards and requirements of the Township and accepts the conveyance, assignment and dedication of the Sanitary Sewer Facilities. The Township hereby assumes Princeton's liabilities, obligations and responsibilities with respect to the Sanitary Sewer Facilities for all activities, events and other happenings from and after the date hereof.
7. This Grant of Easement and Assignment of Sanitary Sewer Facilities shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Easement and Assignment of Sanitary Sewer Facilities to be executed the day and year first above written.

PRINCETON FORRESTAL ASSOCIATES
a New Jersey partnership

By: FORRESTAL CENTER CORPORATION,
Managing General Partner

By: Andrew K. Golden, President

TOWNSHIP OF SOUTH BRUNSWICK

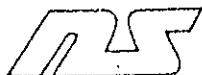
Debra A. Chase
Mayor

4/20/99

5.

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SCHEDULE B

ILLEGIBLE ORIGINAL
Middlesex County Clerk

NASSAU SURVEYING
Division of Van Note-Harvey Associates, P.C.
Land Surveyors
777 Alexander Road
P.O. Box 3227
Princeton, New Jersey 08543-3227

Phone: (609) 243-0428

FAX (609) 987-0005

Order No. 4-51-32602-53
Plainsboro Twp. Tax Map
Sheet 2
Block 4
Lot 4
South Brunswick Twp. Tax Map
Sheets 34 and 35
Block 99
Lots 3.021, 13, 9.01 and 8.04

DESCRIPTION OF A PROPOSED TWENTY-FIVE
(25) FOOT WIDE SANITARY SEWER EASEMENT
OVER AND THROUGH LANDS OF PRINCETON
FORRESTAL ASSOCIATES. SITUATE, LYING AND
BEING IN THE TOWNSHIPS OF SOUTH BRUNSWICK
AND PLAINSBORO, COUNTY OF MIDDLESEX, STATE
OF NEW JERSEY.

April 25, 1997

EASEMENT A

Description of the centerline of a proposed twenty-five (25) foot wide sanitary sewer easement, more particularly described as follows:

BEGINNING at a point in the westerly right-of-way line of US Highway Route 1, sixty-six and fifty hundredths (66.50) feet, as measured at right angles from the centerline thereof. Said point bearing along said line North forty-two degrees, forty-five minutes, fifty-five seconds East (N 42° 45' 55" E) one hundred forty-one and seventy-three hundredths (141.73) feet from the northerly terminus of a curve connecting said westerly right-of-way line of U.S. Highway Route 1 with College Road West right-of-way jughandle and from said beginning point running thence:

- (1) Through lands of Princeton Forrestal Associates the following ten (10) courses; North sixty-eight degrees, twenty-seven minutes, ten seconds West (N 68° 27' 10" W) six hundred sixty-eight and four hundredths (668.04) feet to a point, thence;
- (2) North sixty-seven degrees, thirty-two minutes, fifty-eight seconds West (N 67° 32' 58" W) six hundred forty-two and twenty-six hundredths (642.26) feet to a point, thence;
- (3) Crossing the division line between Plainsboro Township on the south and South Brunswick Township on the north, North twenty-seven degrees, forty-six minutes, seven seconds West (N 27° 46' 07" W) six hundred eighty-two and fifty-six hundredths (682.56) feet to a point, thence;
- (4) North seven degrees, two minutes, seventeen seconds West (N 07° 02' 17" W) three hundred eighty-nine and forty hundredths (389.40) feet to a point, thence;
- (5) North three degrees, fifty-one minutes, forty-one seconds West (N 03° 51' 41" W) three hundred ninety-eight and twenty-nine hundredths (398.29) feet to a point, thence;
- (6) North fourteen degrees, forty-six minutes, fifty-one seconds West (N 14° 46' 51" W) three hundred sixty-one and twenty-nine hundredths (361.29) feet to a point, thence;
- (7) North twelve degrees, nine minutes, fifty-seven seconds East (N 12° 09' 57" E) two hundred forty-one and ninety-two hundredths (241.92) feet to a point, thence;

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Order No. 4-51-32602-53

Page 2

Lot 4 Plainsboro Twp.
Lots 3.021, 13, 9.01 and 8.04
South Brunswick Twp.

- (8) North sixteen degrees, six minutes, twenty-four seconds East (N 16° 06' 24" E) three hundred forty-nine and ninety-two hundredths (349.92) feet to a point, thence;
- (9) North fifteen degrees, twenty-six minutes, fifty-eight seconds East (N 15° 26' 58" E) three hundred thirty-three and fifty-five hundredths (333.55) feet to a point, thence;
- (10) North seventy-three degrees, thirty-four minutes, fifty-one seconds West (N 73° 34' 51" W) two hundred eighty-seven and seventy-seven hundredths (287.77) feet to a point in the line of lands of Wm. Flemers Sons, Inc. (Lot 7.01), said point being the terminus of the herein described centerline. Said point bearing along said line South fifteen degrees, one minutes, six seconds West (S 15° 01' 06" W) twelve and fifty hundredths (12.50) feet from a point and corner to lands of said Flemers (Lot 7.01).

Containing 2.499 Acres.

The sidelines of the above described easement being parallel to and distant twelve and fifty hundredths (12.50) feet as measured at right angles to the above described centerline.

EASEMENT B

Description of the centerline of a proposed twenty-five (25) foot wide sanitary sewer easement, more particularly described as follows:

BEGINNING at a point in Course #3 of the above described Easement A, said point bearing along said line North twenty-seven degrees, forty-six minutes, seven seconds West (N 27° 46' 07" W) three hundred forty and seventy-four hundredths (340.74) feet from the beginning of said Course #3 and from said beginning point running thence:

- (1) Through lands of Princeton Forrestal Associates and crossing the division line between South Brunswick Township on the north and Plainsboro Township on the south, South forty-seven degrees, forty-one minutes, thirty seconds West (S 47° 41' 30" W) two hundred thirteen and twenty-four hundredths (213.24) feet to the terminus of the herein described centerline.

Containing 0.115 Acres.

The sidelines of the above described easement being parallel to and distant twelve and fifty hundredths (12.50) feet as measured at right angles from the above described centerline.

The above described easements being through Lot 4, in Block 4, on Sheet 2, of the Plainsboro Twp. Tax Map and Lots 3.021, 13, 9.01 and 8.04, in Block 99, on Sheets 34 and 35, as shown on the South Brunswick Twp. Tax Map.

All is shown on a plan entitled: "Plan Showing Proposed 25' Wide Sanitary Sewer Easement Through lands of Princeton Forrestal Associates, South Brunswick Twp., Middlesex Co., NJ. Plainsboro Twp., Middlesex Co., NJ, scale 1"=200', April 15, 1997", prepared by Nassau Surveying, a division of Van Note-Harvey Associates, P.C., Land Surveyors, 777 Alexander Road, Princeton, NJ, 08540.

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ILLEGIBLE ORIGINAL
Middlesex County Clerk

Order No. 4-51-32602-53

Page 3

Lot 4 Plainsboro Twp.
Lots 3.021, 13, 9.01 and 8.04
South Brunswick Twp.

According to a survey and description by Nassau Surveying, a
Division of Van Note-Harvey Associates, P.C., Land Surveyors, 777 Alexander
Road, Princeton, NJ, 08540.



NASSAU SURVEYING
DIVISION OF VAN NOTE-HARVEY ASSOCIATES, P.C.
HARRY J. SYPNIEWSKI
NEW JERSEY LAND SURVEYOR #20808

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804638P-832

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MIDDLESEX)

I CERTIFY that on May 20, 1998, Andrew K. Golden, personally came before me, a Notary Public of the State of New Jersey, and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the attached document as the President of Forrestal Center Corporation, Managing General Partner of Princeton Forrestal Associates, the partnership named in this document;

(b) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors and as the voluntary act and deed of the partnership.

Signed and sworn to before
me on May 20, 1998

Diane Vernickas

DIANE VERNICKAS
Notary Public of New Jersey
My Commission Expires Dec. 12, 2000

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MIDDLESEX)

BE IT REMEMBERED that on this 20th day of April , 1998, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Kathleen A. Thorpe , who, by me being duly sworn on his or her oath, say that she is the Clerk of the TOWNSHIP OF SOUTH BRUNSWICK, the municipal corporation named in the foregoing Instrument, that the said Instrument was signed and delivered by DEBRA Johnson , Mayor of said Township, at the same time acknowledged that he signed and delivered the same as his voluntary act and deed and as the voluntary act and deed of said municipal corporation, by virtue of a resolution adopted by the Township Committee.

John Thorpe, Clerk

Sworn to and subscribed
before me this 10 day
of April , 1998.

Dorothy J. Lee

DOROTHY J. FEE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 10, 2002