

5/7/85

This Instrument Prepared By:

George F. Mayrosh
George F. Mayrosh

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 6th day of December 1985, by WM. FLEMER'S SONS, INC., a New Jersey corporation, having an office at RD#3, Kingston, New Jersey, 08528 (herein called the "Grantor") to THE TRUSTEES OF PRINCETON UNIVERSITY, a New Jersey corporation, having an office at One Nassau Hall, Princeton, New Jersey 08544 (herein called the "Grantee").

WITNESSETH THAT:

WHEREAS, Grantor is the owner of certain land (herein called the "Grantor's Land") known and designated as Lot 4 in Block 4, Sheet 2, of the Tax Map of, and situate in, Plainsboro Township, Middlesex County, New Jersey; and

WHEREAS, Grantee is desirous of obtaining an easement over the Grantor's Land for the purpose of installing, operating and using an underground sanitary sewer line, surface manholes, manhole vents and certain other facilities relating to the disposition of sanitary sewerage (herein collectively called "Sanitary Sewer Facilities"); and

WHEREAS, Grantor is willing to grant such easement upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration paid by Grantee to Grantor, the

due May 1981 # 369

receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, Grantor and Grantee do mutually covenant, promise and agree as follows:

1. Grantor hereby gives and grants unto Grantee the free, perpetual and uninterrupted right, liberty, privilege and easement to use: (a) that portion of the Grantor's Land which consists of a twenty (20) feet wide strip of land, the center line of which is shown on the plan (herein called the "Plan") entitled "Plan Showing Property of William Flemer's Sons, Inc., Plainsboro Township, Middlesex County, New Jersey", prepared by Nassau Surveying Company, Inc., Land Surveyors, Research Park, Princeton, New Jersey, dated March 11, 1985, and revised March 27, 1985, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, and which is more particularly described in Exhibit "A-1" attached hereto and by this reference made a part hereof (herein called the "Easement Area") for the purpose of constructing, installing, operating, using, repairing, replacing, maintaining and inspecting the sanitary sewer line comprising part of the Sanitary Sewer Facilities beneath the surface of the ground, and the manhole vents and manholes which comprise part of the Sanitary Sewer Facilities on the surface of the ground, all as shall be necessary to connect with sanitary sewer lines of the Township of South Brunswick (herein called the "Township") and Stony Brook Regional Sewerage Authority; and (b) that portion of the Grantor's Land which consist of a twenty (20) feet wide strip of land contiguous to the northerly and westerly sides of the

Easement Area and which is designated on the Plan as "Proposed 20' Wide Temporary Working Easement" (herein called "Additional Easement Area") for the purpose of the initial installation of the Sanitary Sewer Facilities.

2. Grantee shall have the following additional rights with respect to the rights granted in Section 1 hereof: to cut, remove and keep clear, all trees, undergrowth and other natural obstructions growing or located in and upon the Easement Area and Additional Easement Area which may impair, endanger or interfere with the rights herein granted.

3. Grantee covenants and agrees with Grantor that Grantee: (a) shall reimburse Grantor for any loss or damage to any property which Grantor may suffer or sustain as a result of the exercise by Grantee of the rights herein granted; (b) shall restore the grade of the Easement Area and Additional Easement Area to the grade thereof immediately prior to the exercise of the rights herein granted, and shall maintain such grade, if necessary, by reason of settlement unless the same shall have been changed by Grantor pursuant to the provisions of Section 4(b) hereof; (c) shall restore the surface of the Easement Area and Additional Easement Area to substantially the same condition in which they were immediately prior to the exercise of the rights herein granted, subject, however, to the provisions of Section 2 hereof, and if any paved surface shall be removed or damaged, then any restoration of such surface shall be to substantially the same condition as prior to the exercise of the rights herein granted; (d) shall indemnify and save harmless

Grantor from and against any claims, actions, or suits which may be asserted or instituted against Grantor and which shall arise out of the exercise by Grantee of any right herein granted; and (e) shall construct the Sanitary Sewer Facilities in a good and workmanlike manner, and in accordance with all requirements of governmental authorities having jurisdiction, all at the sole cost and expense of Grantee.

4. Grantor shall have the following rights with respect to the Easement Area: (a) from time to time, to use the surface of the Easement Area in any manner whatsoever, including, without limitation, the right to lay out and pave roads, driveways, and parking areas; provided, however, that Grantor shall not have the right to build any structure within the Easement Area, and provided further that the aforesaid use by Grantor shall not interfere with or detract from the rights herein granted to Grantee, or be in contravention of any applicable law or regulation of any governmental body; and (b) from time to time, to alter and change the grade of the Easement Area, unless after such change less than five (5) feet or more than thirty (30) 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 raising or lowering of any portion of the Sanitary Sewer Facilities, then Grantor shall not proceed with such change of grade without first obtaining the consent of Grantee.

5. This Grant shall bind and inure to the benefit of Grantor and Grantee, and their respective successors and

assigns. Grantee also shall have the right: (i) to dedicate all of the Sanitary Sewer Facilities to the Township, or other governmental body; and (ii) to assign to the Township, or other governmental body, all of Grantee's rights hereunder. If Grantee shall so dedicate and assign as aforesaid, then Grantee shall be relieved and released of and from all responsibility, liability and obligation accruing from and after such dedication and assignment, but Grantee shall remain liable with respect to any liability or obligation which shall have accrued pursuant to the provisions of Section 3(d) hereof prior to such dedication and assignment.

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

(CORPORATE SEAL)

Attest: _____

Secretary

WM. FLEMER'S SONS, INC.

By: _____

President

(CORPORATE SEAL)

Attest: _____

Secretary

THE TRUSTEES OF PRINCETON
UNIVERSITY

By: _____

Carl W. Schafer,
Financial Vice President
and Treasurer

BOOK 3482 PAGE 383

STATE OF NEW JERSEY)
COUNTY OF Middlesex) ss.

BE IT REMEMBERED that on this 6th day of December, 1985, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared RICHARD J. HENKEL who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction that he is the Secretary of WM. FLEMER'S SONS, INC., the corporation named in the within Instrument; that William FLEMER II, is the President of said corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Board of Directors of the said corporation and the seal affixed to this Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name thereto as witness.


Secretary

Sworn to and subscribed
before me the date aforesaid.


Notary Public

SARA KENT PAPIER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 21, 1988

BOOK 3482 PAGE 384

STATE OF NEW JERSEY)
COUNTY OF Middlesex) ss.

BE IT REMEMBERED that on this 6th day of December 1985, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared DALE S. KOEPP who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction that he is the ~~Assistant~~ Secretary of THE TRUSTEES OF PRINCETON UNIVERSITY, the corporation named in the within Instrument; that Carl W. Schafer, is the Financial Vice President and Treasurer of said corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Board of Directors of the said corporation and the seal affixed to this Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Financial Vice President and Treasurer, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed her name thereto as witness.

Dale S. Koeps
Secretary

Sworn to and subscribed
before me the date aforesaid.

Diane Vernickas
Notary Public

DIANE VERNICKAS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 12, 1990

EXHIBIT A-1

All that certain twenty (20) foot wide strip of land, situate in Plainsboro Township, Middlesex County, New Jersey, the centerline which is more particularly described, to wit:

BEGINNING at a point in the northwesterly right-of-way line of U.S. Route #1, fifty (50) feet as measured at right angles from the centerline thereof, said point being opposite centerline highway stationing of said Route #1, (111+69.36) and from said beginning point running thence;

- (1) Through lands of William Flemer's Sons, Inc., the following seven (7) courses; North fifty-three degrees, fifty-five minutes, forty-four seconds West (N 53° 55' 44" W) twenty-five and seventeen hundredths (25.17) feet to a point, thence;
- (2) South forty-two degrees, forty-five minutes, fifty-five seconds West (S 42° 45' 55" W) five hundred thirty-six and no hundredths (536.00) feet to a point, thence;
- (3) North seventy-six degrees, twenty-four minutes, fifty-five seconds West (N 76° 24' 55" W) one hundred twenty-three and no hundredths (123.00) feet to a point, thence;
- (4) South eighteen degrees, forty-two minutes, thirty-three seconds West (S 18° 42' 33" W) two hundred twenty-three and no hundredths (223.00) feet to a point, thence;
- (5) South forty-two degrees, forty-five minutes, fifty-five seconds West (S 42° 45' 55" W) one hundred ninety-three and no hundredths (193.00) feet to a point, thence;
- (6) South sixty-one degrees, five minutes, fifty-one seconds West (S 61° 05' 51" W) one hundred sixty-two and eighty-six hundredths (162.86) feet to a point, thence;
- (7) South eighty-one degrees, fifty-nine minutes, thirteen seconds West (S 81° 59' 13" W) three hundred eighty-six and ninety-nine hundredths (386.99) feet to a point in the proposed future northerly right-of-way line of College Road, one hundred (100) feet in width, said point being the terminus of the herein described easement, said last mentioned point bearing the following two (2) courses; from a point in the aforementioned centerline of U.S. Route #1 at stationing (97+95.05), thence; (A) North forty-seven degrees, fourteen minutes, five seconds West (N 47° 14' 05" W) two hundred eighty-six and ninety-nine hundredths (286.99) feet to a point in the aforementioned proposed future northerly right-of-way line, thence; (B) along the last mentioned line, North eighty-four degrees, twelve minutes, fifty-five seconds West (N 84° 12' 55" W) one hundred twenty-five and eight tenths (125.8) feet to the aforesaid terminus of the above described sanitary sewer easement.

Page Two

The sidelines of the above described easement being ten (10) feet as measured at right angles to the above described centerline.

Together with a twenty (20) foot wide temporary working easement running parallel and adjacent to the northerly and westerly sideline of the above described twenty (20) foot wide sanitary sewer easement.

The above described also being known as through Lot 4, in Block 4, on Sheet 2, of the Plainsboro Twp. Tax Map.

All as shown on a plan entitled, "Plan Showing Property Of William Flemer's Sons, Inc., Plainsboro Twp., Middlesex Co., NJ, Scale as shown, Mar. 11, 1985." Additions 4-26-85. Prepared by Nassau Surveying Company, Inc., Land Surveyors, Research Park, 359 Wall Street, Princeton, NJ, 08540.

20024

THE TRUSTEES OF PRINCETON UNIVERSITY
c/o Princeton Forrestal Center
105 College Road EAST
Princeton NJ 08540

18.22
1.2

RECEIVED AND RECORDED
DEC 11 9 15 AM '85
MIDDLESEX COUNTY CLERK
NEW BRUNSWICK, N.J.

BOOK 3482 PAGE 379

BOOK 3482 PAGE 387