

_____ **MAINTENANCE AGREEMENT**

WHEREAS, _____ a New Jersey
(Property Owner and/or Applicant Name)
_____ with offices at _____
(Corporate/Partnership/Individual) (Address)
_____ is the owner of the premises designated as
(Address)
Lot(s): _____ in Block(s): _____ as shown on the Tax Map of the
Township of _____, County of Middlesex, State of New Jersey, and;

WHEREAS, as a condition of the approval of the site plan and/or subdivision granted by the Development Review Committee of the Middlesex County Planning Board, said approval dated _____, 20____, and said approval requires the filing of a Restrictive Covenant in a form of the _____ Maintenance Agreement which requires the lot owners and/or leased occupants to maintain and pay for such maintenance of any and all such _____ along the property frontage within the public right-of-way, and;

NOW, THEREFORE, in consideration of the promises, covenants, conditions and other good valuable considerations; of the site plan and/or subdivision application entitled “

(The Complete Title Block of the Approved Plans)
_____” and date _____ and revised through _____; hereby declares that said, Lot(s) _____ in Block(s): _____, herein the above description, shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements which shall run with the land and be binding upon all parties who have any right, title or interest in the land, or any part thereof, their heirs, executors, administrators, successors and assigns and shall insure to their benefit; and the benefit of the Middlesex County Planning Board;

1. In the event that the County of Middlesex undertakes a public improvement which requires any such _____ along the property frontage within the public right-of-way to be maintained, relocated or removed, the lot owners and/or leased occupants are responsible to pay for such maintenance, relocation or removal of any and all such _____.

2. In the event that the owner shall fail to maintain, relocate or remove said _____ as set forth herein, The designee of the County of Middlesex and /or the Middlesex County Planning Board may serve a written notice to the lot owners and/or leased occupants setting forth the manner in which the lot owners and/or leased occupants has failed to maintain, relocate or remove the _____, and said notice shall include a demand that such deficiencies be cured within thirty-five (35) days thereof. If the deficiencies set forth in the original notice or in the modification thereof shall not be corrected within said thirty-five (35) days or any permitted extension thereof, the County of Middlesex, may maintain, relocate or remove same for such period of time as the County may determine in its sole judgment.

IF, the County maintains, relocates or removes the _____ at its discretion, then any cost and expenses including fees from Counsel in the above noted process shall be at the sole cost and expense of the lot owners and/or leased occupants. The County and/or its agents and/or its designees shall be held harmless and free of any liability of any kind whatsoever by the lot owners and/or leased occupants from any and all acts taken under the authority of the Restrictive Covenant in the form of a _____ Maintenance Agreement if such actions are taken in good faith.

IN WITNESS WHEREOF, _____ has signed, sealed and delivered the Restrictive Covenant in the form of a _____ Maintenance Agreement on _____, day of _____, 20__.

ATTEST:

APPLICANT/OWNER:

(Type Name of Person Attesting Witness and Title)
Date: _____

(Type Name of Person, Corporation and Title)
Date: _____

Signed and sworn to before me on
_____ 20__.

Notary Public

The name and address of the person to whom this document will be returned to after the filing must be indicated on the back of the document.

**CORPORATE
ACKNOWLEDGMENT**

STATE OF NEW JERSEY:

SS:

COUNTY OF MIDDLESEX:

I certify that on this day _____ of _____, 20____ personally came before me and this person acknowledged, under oath, to my satisfaction, that:

- A) This person is _____ the **Secretary of**
_____, the **Corporation**
described in the foregoing documents;

- B) This person is the attesting witness to the signing of the said documents by the proper Corporate Officer who is _____, the
_____, **President of the Corporation;**

- C) The documents were signed and delivered by the corporation as its voluntary act duly authorized by a proper corporate resolution;

- D) This person knows the proper seal of the Corporation, which was affixed to said documents; and

- E) This person signed this proof to attest to the truth of these facts.

Print Name of Attesting Witness and Title

Signed and sworn to before me on
_____ 20____.

Notary Public

**PARTNERSHIP
ACKNOWLEDGMENT**

STATE OF NEW JERSEY:
SS:
COUNTY OF MIDDLESEX:

I certify that on this day _____ of _____, 20____ personally came before me and appeared _____, and known to me to be one of the members of the firm of _____, described herein and who executed the foregoing instruments, and acknowledged to me that they executed the same as the act and deed of said firm.

Print Name of Attesting Witness and Title

Signed and sworn to before me on
_____ 20____.

Notary Public

**INDIVIDUAL
ACKNOWLEDGMENT**

STATE OF NEW JERSEY:
SS:
COUNTY OF MIDDLESEX:

I certify that on this day _____ of _____, 20____ personally came before me and appeared _____, and known to me to be one the person described herein and who executed the foregoing instruments, and acknowledged to me that he/she executed the same as.

Print Name of Attesting Witness and Title

Signed and sworn to before me on
_____ 20____.

Notary Public

Revised 12/6/16