Prepared by and Return to: [DEVELOPER’S ATTORNEY NAME AND ADDRESS]

File #: [MIDDLESEX COUNTY FILE #]

DECLARATION OF signal and striping EASEMENT

THIS DECLARATION OF SIGNAL AND STRIPING EASEMENTS (this “Declaration”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between

**[DEVELOPER NAME HERE]** having an address of [DEVELOPER ADDRESS HERE] (the “DEVELOPER” and “GRANTOR”); and

the **COUNTY OF MIDDLESEX**, a municipal corporation of the State of New Jersey having its principal offices at 75 Bayard Street in the City of New Brunswick, hereinafter called "COUNTY" and “GRANTEE”.

PRELIMINARY STATEMENT

WHEREAS, Developer owns property located in the [MUNICIPALITY], County of Middlesex, and designated on the Tax Map of [MUNICIPALITY] as Lot [LOT #] in Block [BLOCK #].

WHEREAS, as a condition of the approval of the [TYPE OF APPLICATION] granted by the Development Review Committee of the Middlesex County Planning Board, said approval dated \_\_\_\_\_\_\_\_\_\_\_, for the site plan entitled [SITE PLAN TITLE, PREPARER, AND DATE], said approval requires the conveyance of this “Declaration” to the COUNTY.

WHEREAS, Developer is conveying this Declaration to establish certain restrictions, rights and responsibilities to the COUNTY in relation to an area along [COUNTY ROAD NAME] (COUNTY ROAD NUMBER), more particularly described in Exhibit A and Exhibit B attached herein and made a part hereof.

NOW, THEREFORE, in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Developer hereby agrees to convey this declaration to the COUNTY with the following restrictions, rights and responsibilities:

1. Certain Defined Terms.

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

* 1. “Easement Area” shall mean the portion of Lot [LOT #] in Block [BLOCK #], described on Exhibits “A” & “B”, attached hereto.
  2. “Maintain” means to perform Maintenance.
  3. “Easements” shall mean collectively the Striping and Signal Maintenance and any associated temporary construction easements required to effectuate the provisions of this Declaration.
  4. “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.
  5. “Party” means any entity or individual bound by this Declaration, collectively “Parties”.
  6. “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.

1. Striping and Signal Maintenance Easement

. Developer, hereby grants to COUNTY a perpetual, non-exclusive easement (the “Striping and Signal Maintenance Easement”) upon, under and through the Easement Area, and for locating, installing, constructing, using, relocating, reconstruction, removing, maintaining, replacing, and preserving the traffic signal and any associated striping or markings related to the signal at [COUNTY ROAD NAME], located within, upon or beneath the Easement Area.

1. Maintenance

. All maintenance and repairs related to striping, markings, and operation of the traffic signal located in the Easement Area shall be the responsibility of the COUNTY.

1. 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.
2. 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 property owner, and in accordance with all applicable legal requirements.
3. 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.
4. Provision of a Temporary Construction Easement. During the time that COUNTY, or COUNTY’s agents, servants, or employees performs any construction or Maintenance with respect to the Easement granted pursuant to the terms of this Declaration, COUNTY shall have a temporary construction easement (the “Temporary Construction Easement”) allowing COUNTY and its architects, contractors, subcontractors, material, and others engaged in the project to use such portion or portions of the property 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 the 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, subject to any improvement permitted to be installed therein.
5. Cooperation

. Developer and the COUNTY 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. The Developer shall not construct, install, alter, or cause to be constructed, installed or altered, any improvements within the described premises that will interfere with or impede in any manner the COUNTY’s ability to access or use this easement as described in this declaration.

1. 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 property for any purpose which does not unreasonably interfere with the easement rights granted to COUNTY hereunder. The COUNTY shall have the right of ingress and egress to and over said described premises as described in this declaration.

1. 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.

1. Amendments

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

1. 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 [Seller] shall be released from complying thereafter with the provisions of this Declarationwith 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.

1. Binding Effect

. The terms, covenants and conditions herein contained shall run in perpetuity for the benefit of the 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 Permitees.

1. 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 Party waives any right to a trial by jury.

1. 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 Party against whom enforcement is sought.

1. 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 THEREOF, the COUNTY and DEVELOPER shall cause this declaration of signal and striping easement to be executed by their proper corporate officials and their proper corporate seals affixed this day and year above writ­ten.

AFFIXED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Clerk Ronald G. Rios, Director

Board of County Commissioners Board of County Commissioners

AFFIXED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Type Name & Title] [Type Name & Title]

WITNESS DEVELOPER

**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:

1. This person is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the **Secretary of**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, the **Corporation** described in the foregoing documents;

1. This person is the attesting witness to the signing of the said documents by the

proper Corporate Officer who is \_\_\_\_\_\_\_\_\_\_\_\_, the Managing Member

oftheCorporation**;**

1. The documents were signed and delivered by the corporation as its voluntary

act duly authorized by a proper corporate resolution;

1. This person knows the proper seal of the Corporation, which was affixed to said

documents; and

1. This person signed this proof to attest to the truth of these facts.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Print name of Attesting Witness and Title

**SWORN TO AND SUBSCRIBED BEFORE**

**ME ON THIS \_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_**

**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:

1. This person is **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** the **Clerk of the Middlesex County**

**Board of County Commissioners**, named in the instrument;

1. This person is the attesting witness to the signing of the instrument by

**Ronald G. Rios** the **Director of the Middlesex County** **Board of County Commissioners;**

1. This instrument was signed and delivered by the Middlesex County Planning Board as its voluntary act duly authorized by a proper resolution of the Board;
2. This person knows the proper seal of the County of Middlesex, which was affixed to this Instrument; and
3. This person signed this proof to attest to the truth of these facts.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Notary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Clerk of the Middlesex County**

**Board of County Commissioners**

**Sworn to and Subscribed**

**Before me on this \_\_\_ day**

**of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_**

**Exhibit A**

Metes and Bounds Description of Easement Area

**Exhibit B**

Drawing depiction of easement area depicting the survey information and the specific course information for the parcel being conveyed