

Prepared by: _____
Kevin G. Boris, Esq.

SANITARY SEWER EASEMENT

THIS INDENTURE, made this 1 day of September, 2024,

Between: **KIREN BALANI & DIMPLE HEMRAJANI,**
residing at 4 Brookside Drive, Princeton, New Jersey 08540 (Parcel A),

residing at **AHMED GH'RAEL & KELLY M. GH'RAEL,**
6 Brookside Drive, Princeton, New Jersey 08540 (Parcel B),

(hereinafter collectively designated as the "**Grantor**"),

And: **DEVIN DEVELOPERS LLC,**
with an address at 6 Pointer Place, Kendall Park, New Jersey 08824,

(hereinafter designated as the "**Grantee**"),

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of the real property designated as

Block 11.06, Lot 15 on the Tax Maps for the Township of Franklin, New Jersey
with a mailing address of **4 Brookside Drive, Princeton, New Jersey 08540**

(hereinafter "**Parcel A**"); and

Block 11.06, Lot 14 on the Tax Maps for the Township of Franklin, New Jersey
with a mailing address of **6 Brookside Drive, Princeton, New Jersey 08540**

(hereinafter "**Parcel B**"); and

WHEREAS, Grantee is the owner in fee simple of the real property designated as

Block 20.01, Lot 16.01 on the Tax Maps for the Township of Franklin, New Jersey, and
Block 11.06, Lot 11.01 on the Tax Maps for the Township of Franklin, New Jersey,

with a mailing address of **3523 Lincoln Highway, Princeton, New Jersey 08540**, and
with a mailing address of **11 Bunker Hill Road, Princeton, New Jersey 08540**

(hereinafter "**Parcel C**"); and

WHEREAS, in connection with Grantee's application for development to the Franklin Township Planning Board seeking approval for Preliminary and Final Major Subdivision and Preliminary and Final Site Plan to create ten (10) lots and construct eight (8) single-family dwellings on Parcel C, Grantee requires a thirty-foot (30') wide Sanitary Sewer Easement (hereinafter "Easement") from the Township's public right-of-way, known as Brookside Drive, across and under Parcels A and B (hereinafter "Easement Area"), such Easement Area being twenty feet (20') wide on Parcel A and ten feet (10') wide on Parcel B, as more accurately and completely described in Schedule "A" annexed hereto and depicted in Schedule "B" annexed hereto, to extend and connect to the sanitary sewer line existing under the Township's public right-of-way, known as Brookside Drive, to Parcel C.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, paid to the Grantor by the Grantee, at or before the sealing of these presents, receipt whereof is hereby acknowledged, the Grantor and Grantee do hereby covenant and agree as follows:

1. Grantor is the lawful owner and possessor of Parcels A and B.
2. Grantee is the lawful owner and possessor of Parcel C.
3. **Annexed hereto as Schedule "A" is a legal metes and bounds description, prepared by Control Layouts, Inc., for the Easement Area.**
4. **Annexed hereto as Schedule "B" is a map, prepared by Control Layouts, Inc., depicting the location of the Easement Area.**
5. Grantor hereby grants a permanent, non-exclusive, sanitary sewer easement through, over, upon, under, in, across and along the portion of Parcels A and B, as described in **Schedule "A"** and depicted on **Schedule "B"**, for the benefit of Parcel C.
6. This easement conveys to Grantee, its successors and assigns, subject to the terms hereof, the permanent right to utilize the Easement Area on Parcel A for the extension of and connection to the sanitary sewer line existing under the Township's public right-of-way, known as Brookside Drive, onto Parcel C.
7. The stated and limited purpose of this easement is to allow for the construction, maintenance, and operation of sanitary sewer within the Easement Area and further allow any and all lots and uses that may exist on Parcel C to enjoy the benefit of public sanitary sewer services.
8. The rights herein granted shall include (but not be limited to) such rights as: the right to construct and maintain rip rap at stream crossings and at other places where such protections may be required; the right to limit loads traversing or bearing upon the surface of the Easement Area; the right to prohibit the construction of buildings or other structures within the lines of the Easement Area; the right to protect the installed lines and appurtenances and the right to unobstructed access, use and possession thereof with all manner of men, machinery, supplies and equipment needed for the accomplishment of any and all of the foregoing purposes within the Easement Area, as described in Schedule A attached hereto.

9. Grantee shall not in any way, in the course of the exercise of its rights and obligations under this easement, impair, restrict or prevent free use by Grantor, its officers, agents, employees and business invitees, the owners and occupants of any lots, buildings, structures, businesses and/or homes constructed within the Grantor's Parcels A and B, on, over, and across the Easement Area on Parcels A and B.

10. Grantee shall not interfere with any of the utility lines, sewer lines, or other pipelines, easement and rights, of whatsoever nature, which may be owned by others and located on, under, in or about the Easement Area on Parcels A and B granted by this easement or which might otherwise affect the said easements and/or any portion of Grantor's Parcels A and B, owned by Grantor, its successor or assigns.

11. Grantee shall, after each and every exercise of it of the rights granted hereunder, restore the Easement Area on Parcel A and any improvements located thereon, therein, or thereunder, whether belonging to the Grantor or others, to substantially their former condition prior to the exercise of said rights, including, but not limited to, the restoration of any paving, fencing, lighting, fixtures, surface, above surface or sub-surface utility lines, sewer lines, pipelines or conduits and appurtenances thereto, of whatsoever nature, disturbed, removed, or otherwise affected by Grantee's exercise of the rights granted in this Easement.

12. Grantor, its successors and assigns, shall maintain the right to use, occupy and enjoy the surface of, airspace above, and subsurface under the Easement Area on Parcel A for any purpose which does not materially interfere with the safe, proper or convenient use of the Easement Area on Parcels A and B benefitting Grantee.

13. Nothing in this easement will be deemed to be a gift or a dedication of any portion of the Easement Area on Parcels A and B to the general public or for use by the general public or for any public purpose whatsoever, except for the purpose expressly set forth herein. There are no third-party beneficiaries under this easement, and no parties, other than the Grantor and Grantee, shall have the right to enforce any of the rights or obligations under this easement.

14. Each party shall indemnify, defend, and hold harmless the other from and against any and all claims or demands for or in connection with any occurrence, accident, injury, damage, or dispute arising out of the exercise of the rights hereunder, and from and against any and all costs, expenses relating thereto, including but not limited to reasonable attorney's fees except when any of the foregoing arises out of the sole negligence of the party otherwise to be indemnified. Each party shall give prompt written notice to the other of any claims or demands.

15. If either Grantor or Grantee shall default in the performance of any of its obligations under this easement and such default shall continue for a period of thirty (30) days after written notice is delivered by Grantor to Grantee, or vice versa (unless such default cannot with due diligence be wholly cured within such period of thirty (30) days in which case Grantor or Grantee shall have such longer period as shall be necessary to cure the default), the non-defaulting party shall have the right (but not the obligation), without waiving or releasing any other right or remedy in connection with the default, to cure such default for the account of the defaulting party. Notwithstanding the foregoing, in the case of an emergency, such notice and cure period shall be reduced to the amount of time that is reasonable under the circumstances.

16. All notices, demands, requests, consents, approvals, statements and other instruments or communications required to be given hereunder shall be in writing and shall be deemed to have been given when delivered, or when mailed by first class certified mail, return receipt requested, postage prepaid, or a respectable overnight delivery service such as Federal Express or UPS, addressed to the other party at the addresses first set forth above, or at such other address as either Grantor or Grantee may designate by a written notice delivered to the other party. Upon the conveyance of any Parcel, the transferee shall be obligated to deliver written notice to the other party which shall contain the name and address for notices of the owner of such parcel. Notice given by counsel to the other party shall be deemed effective for all purposes.

17. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

18. This easement may only be modified or terminated by a document executed by Grantor and Grantee, or their successors or assigns, recorded in the Office of the Clerk of Somerset County, New Jersey. The consent from the Franklin Township Planning Board is also required for any modification, amendment or termination of this easement.

19. This easement shall be recorded in the Office of the Clerk of Somerset County, New Jersey.

20. The provisions hereof are intended to be severable and the invalidity of any one of the covenants, conditions, or restrictions, by judgment or court order, shall in no way affect any other provisions which shall remain in full force and effect.

21. No delay or failure by either party to exercise any right under this easement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

22. In the event of any failure of either party to comply with the terms and conditions herein, either party may avail themselves of any and all legal remedies to enforce the within terms and conditions. In the event that any action is brought in the courts of the State of New Jersey to enforce any of the terms and conditions of this easement, such an action shall be filed in the County of Somerset, State of New Jersey.

23. Once executed by the parties hereto or their respective heirs, legal representatives, successors, or assigns, this easement shall only be revised or changed in writing after agreement by all parties.

24. This easement shall be construed in accordance with and governed by the laws of the State of New Jersey, without regard to the conflicts of laws or choice of law provisions thereof.

IN WITNESS WHEREOF, Grantor have hereunto set their hands and seals the day and year first written above.

WITNESS:

hemraj
DEVANG BORAD

GRANTOR:

K. h m 9/1/2024
KIREN BALANI

[Signature] 9/1/2024
DIMPLE HEMRAJANI

[Signature] 9/1/2024
AHMED GH'RAEL

[Signature] 9/1/2024
KELLY M. GH'RAEL

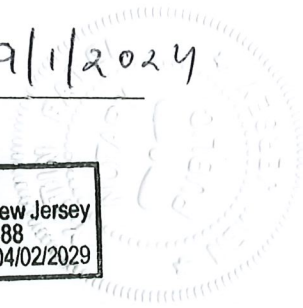
STATE OF NEW JERSEY SS.:
COUNTY OF MIDDLESEX

I CERTIFY that, on the 1 day of September 2024, KIREN BALANI and DIMPLE HEMRAJANI, both personally came before me and acknowledged under oath, to my satisfaction, that they:

- (a) are the makers of this easement;
- (b) were authorized to and did execute this easement, as owners in fee simple of the real property defined herein as Parcel A, as Grantor; and
- (c) executed this easement by their own hands.

[Signature] 9/1/2024

YATIN PATEL
Notary Public, State of New Jersey
Comm. # 50220488
My Commission Expires 04/02/2029



STATE OF NEW JERSEY

SS:

COUNTY OF MIDDLESEX

I CERTIFY that on 1st September, 2024, Bhavin Patel, Authorized Signatory of Devin Developers, LLC, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of this Compensation Agreement;
- (b) was authorized to and did execute this Compensation Agreement as the Authorized Signatory of Devin Developers, LLC, the entity named in this Compensation Agreement; and
- (c) made this Compensation Agreement as owner in fee simple of the real property defined herein; and
- (d) executed this Compensation Agreement as the act of the entity.

Yatin Patel 9/1/2024

Notary Public of New Jersey



STATE OF NEW JERSEY

SS.:

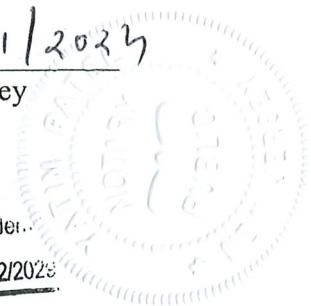
COUNTY OF MIDDLESEX

I CERTIFY that on the 1st day of September, 2024, **Kiren Balani and Dimple Hemrajani**, personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) is the maker of this Compensation Agreement;
- (b) was authorized to and did execute this Compensation Agreement as owner in fee simple of the real property defined herein; and
- (c) executed this Compensation Agreement by his/her own hand.

Yatin Patel 9/1/2024

Notary Public of New Jersey





CONTROL LAYOUTS, INC.
LAND SURVEYORS

Phone
732-846-9100

271 Cleveland Avenue
Highland Park, NJ 08904

Fax
732-937-5793

**Legal Description of
Proposed 30' Wide Sanitary Sewer Easement
within Block 11.06 Lots 14 & 15
Franklin, New Jersey
Our File No. 1140-20**

BEGINNING at a point on the Northerly Right of Way line of Brookside Drive (50.00 feet wide), said point being located various courses in a general Southeasterly direction, a distance of 839.92 feet from the intersection of the Southerly sideline of Summerfield Drive with the Northerly Right of Way line of Brookside Drive, if same were extended to form an intersection; thence running

- 1) Along the West side of the Proposed 30' wide Sanitary Sewer Easement, North 01 degrees 01 minutes 42 seconds East, a distance of 135.77 feet to a point; thence
- 2) Along Lot 11.01 in Block 11.06, North 75 degrees 45 minutes 25 seconds East, a distance of 31.10 feet to a point; thence
- 3) Along the East side of the Proposed 30' wide Sanitary Sewer Easement, South 01 degrees 01 minutes 42 seconds West, a distance of 146.56 feet to a point on the aforesaid Northerly Right of Way line of Brookside Drive; thence
- 4) Along the aforesaid Northerly Right of Way line of Brookside Drive, on a curve to the left, having a radius of 60.00 feet and an arc length of 30.44 feet to a point and iron bar with cap found said point being the point and place of BEGINNING.

BEING known and designated as a Proposed 30' Wide Sanitary Sewer Easement within Lots 14 & 15 in Block 11.06 as shown on the Official Tax Map of the Township of Franklin, Somerset County, New Jersey.

GREGG A. GAFFNEY
NEW JERSEY PROFESSIONAL LAND SURVEYOR
LICENSE NO. GS43304

FINAL PLAT - MAJOR SUBDIVISION 'WOODFIELD ESTATES'
 LOT 10.01 BLOCK 11.01... FILED 5/26/2000 MAP# 3503

BLOCK 11.06
 LOT 14

EXISTING 20' WIDE DRAINAGE
 EASEMENT (FM)

PROPOSED 30' WIDE
 SANITARY SEWER EASEMENT
 4,196 sq. ft.(0.10 ac) DOTTED

BLOCK 11.06
 LOT 15

2 STORY
 FRAME
 DWELLING
 #4

2 STORY
 FRAME
 DWELLING
 #6

P.O.B.
 EASEMENT

SUMMERFIELD
 DRIVE

BROOKSIDE DRIVE

BROOKSIDE
 DRIVE
 50' R.O.W.

BLOCK 11.06
 Lot 16

EXHIBIT
 PROPOSED 30' WIDE SANITARY SEWER EASEMENT
 BLOCK 11.06 LOT 14 & 15
 TOWNSHIP OF FRANKLIN, SOMERSET COUNTY, NEW JERSEY

CONTROL LAYOUTS, INC.

LAND SURVEYORS
 CERTIFICATE OF AUTHORIZATION #24GA28001900
 271 CLEVELAND AVENUE HIGHLAND PARK, N.J. 08904
 PHONE (732) 846-9100 FAX (732) 937-5793

DATE: 2/29/24

GREGG A. GAFFNEY ♦ NEW JERSEY PROFESSIONAL LAND SURVEYOR #GS43304

Prepared by: James E. Stahl, Esq.

CONSERVATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Devin Developers LLC, with its principal office located at c/o Bhavin Patel, 6 Pointer Place, Kendall Park, New Jersey 08824, hereinafter referred to as the "Grantor", in consideration of the benefits accruing to the Grantor and to the public and One Dollar (\$1.00), do hereby grant and dedicate unto the Township of Franklin, a municipal corporation of the County of Somerset and State of New Jersey, located at 475 DeMott Lane, Somerset, New Jersey 08873, hereinafter referred to as the "Grantee", a Conservation Easement across the Grantor's lands to prohibit the following:

(1) Except as otherwise provided herein, no trees or shrubs shall be removed or destroyed unless diseased or dead and no topsoil, sand, gravel or minerals shall be extracted or excavated in the Conservation Easement Area.

(2) Except as otherwise provided herein, no fill of any kind shall be placed within or under the Conservation Easement Area without the express prior consent of the Township and of any State, County or local governmental environmental authorities having jurisdiction thereof.

(3) No buildings, structures and improvements shall be constructed within the Conservation Easement Area.

(4) Except as otherwise provided herein, no action shall be taken in relation to the Conservation Easement Area which will be adverse to maintaining said Conservation Easement Area in as close to its natural state as possible.

(5) This Easement is for the benefit of the Grantee and further nothing contained in this Conservation Easement Agreement constituting restrictions and limitation upon use shall apply to, affect or limit in any way whatsoever Grantor's unrestricted right and freedom to deal with the balance of the Property lying outside of the Conservation Easement Area in any way whatsoever nor restrict any uses or activities by Grantor therein and thereon.

(6) Grantor may convey, mortgage, lease, or otherwise transfer title or interest in the land subject to this Conservation Easement provided, however, that the covenants and conditions herein remain superior to such conveyance, mortgage, lease, or transfer, it being the intention of the parties that this Easement Agreement and its terms and conditions shall become a part of the chain of title and shall run with the lands.

(7) The Grantor does hereby expressly permit entry by the Grantee, its agents, servants, and employees for any purpose as set forth herein upon said Conservation Easement Area for the purpose of ascertaining compliance with the terms of this Conservation Easement without furnishing notice of said entry by Grantee.

(8) This Conservation Easement and the rights of the parties hereto under the terms and conditions hereof shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey.

(9) This Conservation Easement and the terms and condition hereof shall inure to the benefit or and binding upon the Grantee and Grantor and their respective successors and assigns.

(10) The Grantor covenants that the Grantee shall quietly enjoy the said Easement, the Grantee shall have quiet possession of the easement free from all encumbrances, the Grantor shall execute such further assurances of said lands as may be requisite by Grantee to correct any title defect, and the Grantor warrants specifically the Conservation Easement Area hereby conveyed.

Said Easement being located on property known as Block , Lot in the Township of Franklin, County of Somerset, New Jersey, and is described as follows:

See Schedule "A" annexed hereto for Legal Description of said Conservation Easement.

This Conservation Easement has been declared and established in order to benefit the general public by preserving and protecting land resources, however, neither the general public nor the Township has been granted a property interest in the lands which are the subject of this Easement Agreement nor is the general public entitled to access said Easement. This Easement Agreement is intended to encumber the Conservation Easement Area with the restrictions and limitations upon the use thereof which restrictions and limitations upon use shall be enforced by the Township but not by the general public whose interests shall be protected by means of the enforcement rights of the Township.

IN WITNESS WHEREOF, the said Grantor(s) has hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officer and caused their proper corporate seal to be hereto affixed this ___ day of _____, 2024.

ATTEST:

Devin Developers LLC

By: _____

Print Name: Bhavin Patel

Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF NEW JERSEY

COUNTY OF _____ SS:

I CERTIFY that on _____, 2024, Bhavin Patel, Authorized Signatory of Devin Developers LLC, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of this Easement;
- (b) was authorized to and did execute this Easement as an Authorized Signatory of Devin Developers LLC, the entity named in this agreement; and
- (c) made this Easement for: \$1.00 as for the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and
- (d) executed this Easement as the act of the entity.

Notary Public of New Jersey

RECORD AND RETURN TO:

James E. Stahl, Esq.
Borrus, Goldin, Foley, Vignuolo, Hyman and Stahl, P.C.
2875 US Route One
North Brunswick, New Jersey 08902

CROSS ACCESS AND UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____.

BETWEEN Devin Developers LLC, whose address is c/o Bhavin Patel, 6 Pointer Place, Kendall Park, New Jersey 08824 (hereinafter referred to as the "Grantor/Grantee"),

AND Devin Developers LLC, whose address is c/o Bhavin Patel, 6 Pointer Place, Kendall Park, New Jersey 08824 (hereinafter referred to as the "Grantee/Grantor"),

WITNESSETH, THAT, for and in consideration of the sum of ONE DOLLAR and the reservation of a certain interest in the permanent easement as defined herein, the Grantor does grant and convey to Grantee, its successors and assigns, A PERMANENT, NON-EXCLUSIVE variable width continuous and perpetual access and utility easement for the permanent access, maintenance and operation of utilities within the area of the easement (the "Permanent Easement"), known as designated as Lots _____, in Block ____, as shown on the Tax Map of the Township of Franklin.

The said Permanent Easement shall be for the purpose of gaining access to Lots _____, in Block _____, maintaining and operating utilities located within the area of said Permanent Easement.

The rights herein granted shall include (but not be limited to) such rights as: the right to construct and maintain rip rap at stream crossings and at other places where such protections may be required; the right to limit loads traversing or bearing upon the surface of the right-of-way; the right to permit the construction of buildings or other structures within the lines of right-of-way or easement hereby granted; the right to protect the installed lines and appurtenances and the right to unobstructed access, use and possession thereof with all manner of men, machinery, supplies and equipment needed for the accomplishment of any and all of the foregoing purposes within said variable width strip of land.

Reserving unto the Grantor, its successors and assigns, forever, the right to use the surface of so much of the land of the Grantor as lies within the herein above-described strip of land for any lawful purposes which do not damage or interfere in any way whatsoever with the Grantee's lawful enjoyment of the permanent easement and right-of-way created by this grant.

Further reserving unto the Grantor, its successors and assigns, forever, for the benefit of Grantor's property known and described as Lots _____, Block _____, as shown on the Tax Map of the Township of Franklin, the rights conferred under this Agreement including the right to use and enjoyment of any and all utilities installed and maintained within said Permanent Easement so long as such use is legally zoned for, such right reserved without necessity for Grantor to secure any additional approvals from the Township, or any of its boards, bodies, authorities, commissions or other political subdivisions, except for a permit if required by law to connect to the utility on the property.

The Grantor, for itself, its successors and assigns, covenants that:

1. The Grantor is lawfully seized of the said lands and easement;
2. The Grantor has the right to convey the said lands and easement to Grantee; and
3. Grantee, subject to the terms and conditions herein provided, shall have quiet possession of said lands and easement free from all encumbrances.

The Grantee, for itself, its successors and assigns, covenants that:

1. The Grantee shall not in any way, in the course of the exercise of its rights and obligations hereunder, impair, restrict or prevent free and ready passage by Grantor, its officers, agents, employees and business invitees, the owners and occupants of any lots, buildings, structures, businesses and/or homes constructed within the Grantor's property, on, over and across the property, including but not limited to, the easement areas;
2. The Grantee shall not interfere with any of the utility lines, sewer lines, or other pipelines, easements and rights, of whatsoever nature, which may be owned by others and located on, under, in or about the easements granted hereunder or which might otherwise affect the said easements and/or any portion of the property owned by Grantor, its successors and assigns;
3. The Grantee shall, after each and every exercise by it of the rights granted hereunder, restore the lands covered by the easements and any improvements located thereon, therein, or thereunder, whether belonging to Grantor or others, to substantially their former condition prior to the exercise of said rights, including, but not limited to, the restoration of any paving, fencing, lighting fixtures, surface, above-surface or sub-surface utility lines, sewer lines, pipelines or conduits and appurtenances thereto, of whatsoever nature, disturbed, removed or otherwise affected by Grantee's exercise of the rights granted hereunder;
4. The Grantor, for itself, and its respective successors and assigns, reserves the right to make any and all use of its or their respective lands lying within the Permanent Easement, including, but not limited to the right to grant to other private or public utility companies, any municipal utilities authorities or other parties, non-exclusive easements and right-of-ways over, under, across and/or through the easements, and the right to install or permit to be installed other utilities within the right-of-way(s) of said easements, provided that same do not prevent or unduly interfere with the exercise of the rights herein granted;
5. The Grantee shall indemnify, defend and hold Grantor, their respective officers, agents and employees and their respective successors and assigns, free and harmless from and against any and all claims, liabilities and losses of whatsoever nature, whether caused by Grantee or any of Grantee's officers, agents,

representatives, employees, guests, business invitees and/or contractors, including, but not limited to claims for death and personal injury or property damage, including injury or damage to the aforesaid indemnities and/or their respective properties, caused by, happening in connection with, or arising directly or indirectly out of the initial or any subsequent exercise or enjoyment of the easements and/or any other rights granted hereunder;

6. The Permanent Easement hereby granted and conveyed to the Grantee and all rights and obligations set forth in this Agreement shall be construed as running with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors and assigns in title or interest in perpetuity, except that if the Grantee abandons the easement and other rights hereby granted for a period in excess of 180 consecutive days then the Grantor may terminate this Agreement by giving Sixty (60) days written notice of such termination to the Grantee, in which case the Grantee shall, at the Grantor's written request, remove the improvements, if any, the Grantee has installed and maintained in the Permanent Easement area, and the Grantee shall restore said area to the former condition prior to the commencement of such removal work, within Sixty (60) days after receiving such a request from the Grantor, all of which work shall be at no cost and expense to the Grantor and shall be made to the Grantor's satisfaction;
7. The Permanent Easement hereby granted and conveyed to Grantee shall not be assigned by Grantee without the written consent of Grantor, said consent shall not be unreasonably withheld; and
8. The terms and conditions of this Grant may only be modified, revised or amended by a written document, in recordable form, signed by Grantee and/or Grantor, as the case may be. This Grant and the terms and conditions hereof may only be enforced by Grantee or Grantor, as the case may be.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or if a corporation, has caused this deed to be signed by its proper corporate officers and its common corporate seal to be affixed hereto the day and year first above written.

ATTEST:

DEVIN DEVELOPERS LLC
Grantor/Grantee

By: _____
Print Name: Bhavin Patel
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

ss.:

COUNTY OF MIDDLESEX :

I CERTIFY that on _____, 2024, Bhavin Patel, Authorized Signatory of Devin Developers LLC, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of this Easement;
- (b) was authorized to and did execute this Easement as an Authorized Signatory of Devin Developers LLC, the entity named in this agreement; and
- (c) made this Easement for: \$1.00 as for the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and
- (d) executed this Easement as the act of the entity.

Notary Public of New Jersey

RECORD AND RETURN TO:

James E. Stahl, Esq.
Borrus, Goldin, Foley, Vignuolo, Hyman and Stahl, P.C.
2875 US Route One
North Brunswick, New Jersey 08902