

COLTS NECK CODE

driveway on Grantor's lands as existing at the time of granting of this Easement and/or as modified from time to time. It is the intent that the rights and responsibilities granted herein shall be subject to the grant of a reciprocal Parallel Access Road Easement Agreement across contiguous Block _____, Lot _____ at such time as presently vacant property is developed.

4. The Easement lands may be modified by Grantor and/or its successors and/or assigns from time to time in the event that the Access Road is revised or modified, provided the Township of Colts Neck approves said change.

5. The Access Road shall be maintained in Good Repair by Grantor, until dedication to the Township of Colts Neck, reasonably clean, free and clear of potholes, depressions and encroachments of every nature, including fallen trees or limbs which could inhibit passage, or which could interfere with the right of way over said Access Road.

6. a. "Good Repair" means the maintenance, repair, upkeep, routing, cleaning and clearing, including snow removal and ice removal, salting and sanding, as required, as rebuilding of the Access Road so as to reasonably allow for its continued use to provide unimpeded and safe access to serve the common benefit of Grantor's lands, Grantee's lands and other lands ("Repair Work").

b. "Party" or "Parties" means each of the persons or entities executing this instrument, or the owners of the affected lands.

c. "Access Road" means the roadway located on Grantor's lands, which roadway is more particularly described on Exhibit "A" attached hereto and made a part hereof.

7. All costs and expenses incurred by Grantor in performing its obligations hereunder shall be borne solely by Grantor.

8. In the event that the Grantor's lands are sold, assigned and/or transferred then in that event the Grantor, its heirs, successors or assigns shall be responsible for all repair obligations set forth in this Agreement.

9. This Agreement and each covenant, restriction and undertaking contained herein shall be permanent and continue in full force and effect until termination.

10. This Agreement may be terminated, modified or amended by Grantor, with approval of the Township of Colts Neck only upon a written instrument executed by the Parties, acknowledged and recorded in the Office of the Clerk of Monmouth County with the same formalities as pertain to this Agreement, and following notice to the Township of Colts Neck.

11. If any of the terms, conditions, covenants and/or restrictions of this Agreement shall become illegal, null and void for any reason whatsoever, or shall be so held by any court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.

12. All notices, statements, demands, approvals or other communications to be given pursuant to this Agreement shall be in writing, addressed to the Parties at their respective

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addresses as provided above or at the subject property, and shall be delivered by a Party or its attorney or representative, by personal delivery, by certified mail, return receipt requested, postage prepaid, or by expedited, overnight delivery service, and shall be deemed delivered on the date of personal delivery or on the first business day after deposit if other than by personal delivery.

13. Each of the covenants, restrictions, conditions and provisions contained in this Agreement is for the direct, mutual and reciprocal benefit of the Parties and constitutes a covenant running with the land and shall be binding upon every person having any fee, leasehold or other interest in any portion of the lands subject to this Agreement, and shall inure to the benefit of the Parties and their respective successors and assigns as to their respective parcels of land subject to this Agreement.

14. Grantor covenants that it is lawfully seized of Grantor’s land and has full right and power to execute, grant and record the easement as set forth herein.

15. Grantor agrees to dedicate the area of easement to the grantee in fee simple upon request and acceptance by the Colts Neck Township Committee. Acceptance of such dedication herein will occur only upon adoption of a Resolution by the Municipal Governing body. No responsibility or control is assumed by the Municipality until said acceptance.

The Grantor, its successors and assigns, shall be solely responsible for the maintenance of any and all detention basins, water quality basins, and structures located therein, and appurtenant thereto within the easement area, such area and structures therein shall be maintained in proper condition and shall be free and clear of any debris, blockage or obstruction of any kind or nature.

In the event of the failure of the Grantor, its successors and assigns, to maintain such area and structures therein, Grantee shall have the right to enter said easement area for the purpose of performing such maintenance and repair work as is, in its sole discretion, deemed necessary by the Grantee for the proper functioning of said detention basin, water quality basin or structures therein.

The Grantor, its successors and assigns, shall be responsible for the payment of all costs and expenses incurred by the Grantee in performing such maintenance and repair work, as well as any attorney’s fees and costs of suit incurred by the Grantee in enforcing this provision.

The Grantor, its successors and assigns, do hereby and hold harmless the Grantee from any liability of any kind or nature which may arise out of the Grantee’s enforcement of its rights pursuant to this easement, through the performance of maintenance or repair work by the Grantee, its agents, servants, employees or contractors.

IN WITNESS WHEREOF, Grantor has caused this agreement to be signed by duly authorized persons the day and year first above written.

Witnessed by: _____
