

DEC 04 2020



MIDDLESEX
COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

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ELAINE M. FLYNN, COUNTY CLERK SM
MIDDLESEX COUNTY, NEW JERSEY
RECORDING FEES: \$103.00

Official Use Only

Date of Document November 7, 2018	Type of Document Deed
First Party Name City of New Brunswick	Second Party Name Duke Street Detox L.L.C.
Additional First Parties	Additional Second Parties

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.

Block 62	Lot 49.01
Municipality New Brunswick	Consideration \$1.00
Mailing Address of Grantee 104 Bayard Street, New Brunswick, NJ 08901	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.

Original Book	Original Page
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MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.
This cover page is for use in Middlesex County, New Jersey only.
Please do not detach this page from the original document as it
contains important recording information and is part of the permanent record.

8-2



Prepared by:



David B. Himelman
Attorney-at-Law
State of New Jersey

DEED OF PERMANENT EASEMENT

This Easement Agreement is made this 24 day of October, 2018, by and between the **City of New Brunswick**, a Body Politic and Corporate, having a place of business 78 Bayard Street, New Brunswick, New Jersey 08901 (hereinafter designated as "Grantor") and **Duke Street Detox L.L.C.** ("Grantee"), having an address at 104 Bayard Street, New Brunswick, New Jersey, 08901.

WHEREAS, the Grantee is the owner of certain real property designated as Lot 49.01, Block 62, as shown on the City of New Brunswick Municipal Tax Map, and otherwise known as 23 Duke Street, New Brunswick, New Jersey; and

WHEREAS, the Grantor is the owner of certain right-of-way lands immediately adjacent to the Grantee's property along Cortlandt Street in the City of New Brunswick, New Jersey; and

WHEREAS, as depicted by the survey prepared by Braginsky Surveying, LLC, dated December 11, 2017 attached hereto as Exhibit A, the building located on the Grantee's property encroaches approximately 65 square feet Southeast onto Cortlandt Street within the Grantor's right-of-way; and

WHEREAS, Duke Street Detox, LLC has requested that the City of New Brunswick convey a permanent easement across 65 square feet or 0.001 acres of land in a portion of Block 62, Lot 49.01 as a result of the encroachment onto the Grantor's property.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

The Grantor, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, forever, a permanent easement to the entrance upon these lands located under, across, and over the property of the Grantor, situated in the **City of New Brunswick, County of Middlesex, and State of New Jersey**, being known as **Block 62, Lot 49.01**, as shown on the Tax Map of the City of New Brunswick (the "Property"), which easement (hereinafter referred to as the "Easement

Area") is more particularly described on Exhibit B which is attached hereto and made a part hereof as.

It is intended that the easement shall be a covenant upon and the run with the Property.

The covenants contained herein shall be deemed to run with the land and property of the Owners, and shall be binding on the Owners, their successors and assigns.

Grantee shall utilize the Easement Area for the purposes provided for and expressed in this Agreement.

To have and to hold the above granted easement unto the said Grantee forever.

1. Notwithstanding any provision to the contrary, neither the Grantor nor its successors and/or assigns shall install any structure, or other impediment on the easement conveyed herein without the consent of the Grantee.

2. Grantor does covenant with the said Grantee that the said Grantor is seized in fee simple of the Property and the said easement, and has good right to convey the same, and that the Grantee shall quietly enjoy the said easement.

3. The Grantee covenants by the acceptance of this Deed of Easement as follows:

(a) That, to the extent permitted by law, and except to the extent caused by the negligence of Grantor, it will indemnify and hold harmless Grantor from any damages or losses arising from or caused by any of Grantee's actions with respect to the Easement Area.

4. It is expressly agreed between the parties hereto that, except for any successors to Grantee, Grantee's rights in and to this Deed of Easement may not be assigned to any person or entity without the consent of Grantor.

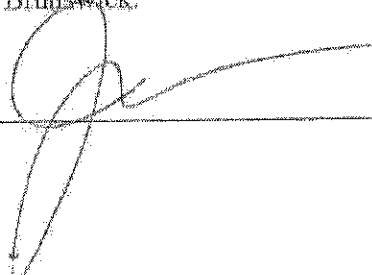
IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, or caused these presents to be signed by its authorized representative the day and year first above written.

City of New Brunswick.

WITNESS:

 _____

By: _____
Print Name:
Print Title:

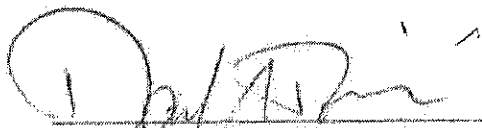
 _____
The

STATE OF NEW JERSEY) ss.:
COUNTY OF MIDDLESEX

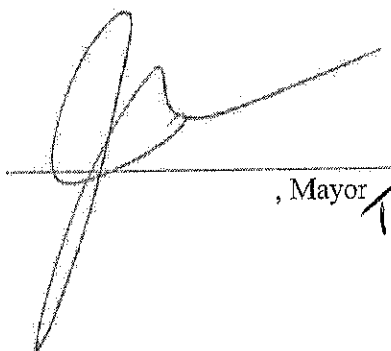
THE UNDERSIGNED, being Mayor of the City of New Brunswick and acting on the authority of the governing body of the City of New Brunswick does hereby make, accept and approve the foregoing Deed of Easement.

ACCEPTED AND APPROVED this 24 day of October 2018

ATTEST:



, Clerk




, Mayor Tus

STATE OF NEW JERSEY) ss.:
COUNTY OF MIDDLESEX

I CERTIFY that on October 24, 2018, Daniel Torzisi personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the City of New Brunswick, in the County of Middlesex, a municipal corporation of the State of New Jersey, named in the attached DEED OF EASEMENT;
- (b) this person is the attesting witness to the signing of the DEED OF EASEMENT by the proper officer who is the Mayor of the City of New Brunswick;
- (c) this DEED OF EASEMENT was signed and delivered and delivered by the City as its voluntary act duly authorized by a proper resolution of the City Committee;
- (d) this person knows the proper seal off the City which was affixed to this DEED OF EASEMENT; and

(e) this person signed this proof to attest to the truth of these facts.



, Clerk

Sworn and subscribed to before me on
this 24th day of October, 2018

Karen B Cipot

KAREN B. CIPOT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/27/2020

ADOPTED ON SECOND READING
DATED *September 5, 2018*

[Signature]

COUNCIL PRESIDENT

ATTEST
[Signature]

CITY CLERK

APPROVAL OF THE MAYOR ON THIS *7th* DAY OF *September* 2018.

[Signature]

MAYOR

APPROVALS:
[Signature]

CITY ADMINISTRATOR

[Signature]

CITY ATTORNEY

2 Austin Avenue
Iselin, N.J. 08830

Tel: (732) 326-9090
Fax: (866) 464-8910



*Description of Building Encroachment
Into the Right of Way of Courtlandt Street at
23 Duke Street
Lot 49.01 Block 62 on Tax Maps of
City of New Brunswick, Middlesex County, New Jersey*

BEGINNING at the corner formed by the intersection of the northerly sideline of Courtlandt Street and the easterly sideline of Duke Street; thence running

- 1) Easterly along the said northerly sideline of Courtlandt Street, North 46 degrees 36 minutes East, 70.08 feet to a point on the easterly façade of a building situated on Lot 49.01 in Block 62 referenced above; thence
- 2) Southerly along said building façade, South 43 degrees 24 minutes East, 0.98 feet to a point on the southerly façade of the same building; thence
- 3) Westerly along said building façade, South 46 degrees 41 minutes West, 70.09 feet to a point on the westerly façade of the same building; thence
- 4) Northerly along said building façade, North 43 degrees 24 minutes West, 0.88 feet to the **POINT AND PLACE OF BEGINNING**.

The above described parcel contains 65 square feet or 0.001 acres of land.

The above description is written in accordance with a survey prepared by Braginsky Surveying, LLC, dated December 11, 2017.

Valery Braginsky, PLS
Lic. No. 43217