

Record and Return to:
Township Attorney
Township of South Brunswick
P.O. Box 190
Monmouth Junction, NJ 08852

Prepared By: Donald J. Sears, Esq.

INDEMNIFICATION AGREEMENT

This Agreement is made between _____, hereafter referred to as Property Owner(s), residing at _____, located within the Township of South Brunswick; and

The Township of South Brunswick, hereafter referred to as the Township, a municipal corporation of the State of New Jersey, having its principal place of business located at the Municipal Complex, Monmouth Junction, NJ;

WHEREAS, the Property Owner(s), is/are the owner(s) of the property located at _____, also known as Block _____, Lot _____, on the Official Tax Map of the Township of South Brunswick; and

WHEREAS, the Township has a recorded _____ easement located at the _____ of said property, which extends _____ feet into the property; and

WHEREAS, the Property Owner(s) has constructed, caused to be constructed, or is about to construct, an improvement described as _____ located at or near the property which encroaches into and/or upon the Township's easement; and

WHEREAS, the Township does not normally permit the construction of any type of improvement within its easements since the Township at times must use, maintain and/or service the easement area; and

WHEREAS, the Property Owner(s) agree(s) to indemnify and hold harmless the Township from any and all liability which may result from the Township's need to make use of or enter upon said easement in order to use or service same, which may result in the removal of all or a portion of any improvements that have been constructed within the easement area, consistent with the purposes of said easement;

NOW THEREFORE IT IS AGREED that in consideration of the Township's permitting the aforesaid improvement to be constructed, located, and/or to continue, within the aforesaid easement area, the Property Owner(s) agree(s) to indemnify and hold harmless the Township from any and all liability for damages to said improvements constructed within said easement which may be caused by any activity of the Township in its use of the easement area, including the Township's removal of all or a portion of said improvements if same is necessary to effectuate the purposes of the easement.

IT IS FURTHER AGREED by the Property Owner(s) that if the improvements are ever damaged and/or removed by the Township in using, maintaining and/or servicing the easement area, the Property Owner(s) agree(s) that it is not entitled to any compensation of any nature whatsoever because of said damages and/or removal of the improvements.

IT IS FURTHER AGREED that, if the Property Owner(s) at any time decides to revoke its agreements contained herein, it shall notify the Township in writing and thereafter immediately remove the improvements from within the easement area so that they no longer encroach upon or otherwise interfere with the Township's easement, with said removal being at the Property Owner(s) sole cost and expense.

IT IS FURTHER AGREED that this Agreement shall be recorded with the Middlesex County Clerk, and that the provisions of this Agreement shall run with the land and shall be binding upon the Property Owner(s), its heirs, assigns, executors and successors in title.

I hereby agree to and accept the terms and conditions of this Agreement on this _____ day of _____, 20____.

Witness _____
(**CLEARLY** Print name under signature)

Owner _____
(**CLEARLY** Print name under signature)

Witness _____
(**CLEARLY** Print name under signature)

Owner _____
(**CLEARLY** Print name under signature)

STATE OF NEW JERSEY
COUNTY OF _____

I certify that on _____, _____
_____ personally came before me
and acknowledged under oath to my satisfaction that they executed the within instrument as their
own act and deed.

Notary Public

The Township of South Brunswick agrees to allow the improvement under the terms and conditions as outlined above.

Bryan B. Bidlack
Acting Township Manager/Director of Planning