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Record and Return to:
Arthur M. Neiss, Esq.
Beattie Padovano, LLC
50 Chestnut Ridge Road
Montvale, New Jersey 07645
(201) 799-2149



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79/04/2017 10:42:00 AM
BN 3419 Pg. 641
Jeffrey M. Parrott, County Clerk
Sussex County, NJ

BEATTIE PADOVANO, LLC
Arthur M. Neiss
Prepared by:
Arthur M. Neiss, Esq.

**DEED OF EASEMENT
AND MAINTENANCE AGREEMENT**

This Deed of Easement and Maintenance Agreement ("Easement") is made and is effective on February 17, 2017

BETWEEN: HAWK HILL HOLDINGS, LLC, 7 Highview Road, Newton, NJ 07860, hereinafter referred to as the "Grantor"

AND: TRIPLE M REALTY, LLC, ITS SUCCESSORS AND ASSIGNS, Owner of Tax Block 5.05 Lot 21 (46-48 Water Street) Newton NJ with address of 6 Anna Drive, Budd Lake, NJ 07828 and

TRIPLE M REALTY, LLC, ITS SUCCESSORS AND ASSIGNS, Owner of Tax Block 5.05 Lot 20 (50 Water Street) Newton, NJ, this day acquired from Le Poulet, LLC, with an address of 6 Anna Drive, Budd Lake, NJ 07828, herein referred to as the "Grantee"

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS. The Grantor acknowledges receipt of this money.

Transfer of Ownership. The Grantor grants to the Grantee a permanent, non-exclusive perpetual easement for a right of way driveway for Grantee's use for ingress and egress on and over certain real property described on Exhibit "A." This transfer is made for the sum of \$50,000.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Grantor.

Tax Map Reference. Over and across a portion of the property known as Tax Block 5.05, Lot 19 on the Tax Map of said Town of Newton, Sussex County, New Jersey.

Property. A permanent non-exclusive perpetual easement over the portion of Grantor's property described in Exhibit "A" annexed hereto, said easement shall be permanent, non-exclusive and perpetual and shall be shared by the present and future owners of each of Tax Block 5.05, Lot 21 (46-48 Water Street) Tax Block 5.05, Lot 20 (50 Water Street) and Tax Block 5.05, Lot 19 (62 Water Street). Triple M Realty, LLC shall be deemed a separate owner as to

each of Tax Lots 20 and 21 and the rights and obligations of subsequent owners of said tax lots shall be separate and specific to each such lot.

SUBJECT to covenants, easements and restrictions of record affecting said property, sub-surface conditions, and all governmental laws, ordinances and regulations regarding the use of said Property.

Covenants and Conditions. This Deed of Easement is hereby granted upon the following terms:

1. **Severability:**

If any provision of this Easement shall be held invalid or unenforceable to any extent by any court of competent jurisdiction, the remaining provisions of this Easement and the application of any and all other provisions of same to persons or circumstances other than those to which said provision is held invalid or unenforceable shall not be affected thereby. It is the intention of the parties that each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

2. **Binding Effect:**

This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties, their heirs, successors or assigns.

3. **Governing Law:**

This Easement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey.

4. **Modifications:**

This Easement may only be changed, modified or amended by a written instrument signed by both parties.

Maintenance. Each Grantee shall keep the right of way driveway free from obstruction by its agents, servants, employees, business visitors, and other associated persons or entities. Each Grantee accepts the premises subject to the foregoing sentence in their present condition and waives all claims as to the premises' condition thereafter. Each Grantee agrees to indemnify and hold Grantor harmless from any and all claims arising out of or in connection with the exercise of the rights granted hereby and with respect to damage caused by each Grantee, its agents, servants, employees, business visitors and other associated persons or entities to the right of way driveway.

Triple M Realty, LLC, as a Grantee, as owner each of Lots 20 and 21, and subsequent owners of each of Lots 20 and 21, will be responsible, jointly and severally, for the foregoing indemnity and for one quarter (1/4) of the reasonable costs of maintenance, snow removal and

reasonable repairs. The full (100%) of the reasonable costs of maintenance, snow removal and reasonable repairs shall be the responsibility of Grantor. These costs shall run with the land and shall be the responsibility of Grantor, Grantees and their respective successors and assigns.

HAWK HILL HOLDINGS, LLC

Grantor

By: Richard G. Bourque
Richard G. Bourque, Managing Member

By: Margaret A. Bourque
Margaret A. Bourque, Managing Member

TRIPLE M REALTY, LLC

Grantee

By: Daniel S. Gordon
Daniel S. Gordon, Managing Member

LE POULET, LLC

Consenting vendor and prior owner,
Tax Block 5.05, Lot 20 (50 Water Street)

By: Richard G. Bourque
Richard G. Bourque,
Managing Member

By: Margaret A. Bourque
Margaret A. Bourque,
Managing Member

STATE OF NEW JERSEY)

COUNTY OF SUSSEX)

ss.:

On this 17th day of February, 2017 before me personally appeared RICHARD G. BOURQUE and MARGARET A. BOURQUE, his wife who stated to my satisfaction that they reside at 7 Highview Road, Newton, NJ 07860, that they are the Managing Members of HAWK HILL HOLDINGS, LLC and LE POULET, LLC, the limited liability companies described in and which executed the above instrument; that they executed this instrument as the act of each of the limited liability companies following a vote of the members of said limited liability companies and that they acknowledged the instrument to be their free act and deed on behalf of each of said limited liability companies.


Notary Public of New Jersey

COLLEEN C. DUDEK
A Notary Public of New Jersey
My Commission Expires May 19, 2021

STATE OF NEW JERSEY)

COUNTY OF SUSSEX)

ss.:

On this 22nd day of February, 2017 before me personally appeared DANIEL S. GORDON and stated to my satisfaction that he resides at 6 Anna Drive, Budd Lake, NJ 07828, that he is the Managing Member of TRIPLE M REALTY, LLC, the limited liability company described in and which executed the above instrument; that he executed this instrument as the act of the limited liability company following a vote of the members of said limited liability company and that he acknowledged the instrument to be his free act and deed on behalf of said limited liability company.


Notary Public

Anthony Pepe
exp 12/31/2019

ANTHONY PEPE
NOTARY PUBLIC OF NEW JERSEY
ID # 2992473
My Commission Expires 12/31/2019

0170306010048670
03/06/2017 10:14:00 AM
Consideration: 50000.00
Exempt Code: Exempt
County: 0 State: 0
JRHTE: 0 PPHF: 0
JRA: 0 General: 0
Buyer's Fee: 0
Total RTF: 0

20170306010048670
03/06/2017 10:14:05 AM
DEED
NUMBER OF PAGES: 7
Recording Fee: \$100.00



AREA SUBJECT TO AN ACCESS AND MAINTENANCE AGREEMENT

**LANDS: 19.4' WIDE ALLEY ADJOINING
TAX LOTS 19, 20 & 21 BLOCK 5.05**

**TOWN OF NEWTON
COUNTY OF SUSSEX
STATE OF NEW JERSEY**

All That Certain Tract Or Parcel Of Land Located In The Town Of Newton, County Of Sussex, State Of New Jersey, Bounded And Described As Follows:

Being An Area Subject to an Access And Maintenance Agreement Located On A 19.4 Foot Strip Of Land. Said 19.4 Foot Strip Of Land Previously Described In A Deed Between Richard G. Bourque, Executor Of The Estate Of George A. Bourque And Hawk Hill Holdings, LLC. Said Deed Dated January 25, 2002 And Filed In The Sussex County Clerks Office On February 26, 2002. In Deed Book 2610, Page 344.

Being More Particularly Described As Follows:

Beginning At A Point Located In The Right Of Way Of Water Street, (A.K.A. U.S. Route 206, Width Of Right Of Way Varies), And Running Thence,

1. Along Tax Lots 21 And 23 Block 5.05 Respectfully, North 38 Degrees 45 Minutes 00 Seconds West, Passing Over A Mag Nail Set In A Concrete Sidewalk At 18.08 Feet, A Total Distance Of 208.00 Feet To An Iron Pin Found, Thence
2. Along Tax Lot 23 Block 5.05, North 50 Degrees 20 Minutes 00 Seconds East, A Distance Of 19.40 Feet To An Iron Pin Found, Thence
3. Along Tax Lots 19 And 20 Block 5.05 Respectfully, South 38 Degrees 45 Minutes 00 Seconds East, Passing Over Mag Nails Set At Distances Of 25.00 Feet And 189.97 Feet, A Total Distance Of 208.00 Feet To A Point In The Right Of Way Of Water Street, Thence
4. Running Within Said Right Of Way, South 50 Degrees 20 Minutes 00 Seconds West, A Distance Of 19.40 Feet To The Point And Place Of Beginning.

Containing 0.093 Acres (4035 Square Feet) Of Land

Subject To The Rights Of The Public In And To The Portion Of The Above-Described Lands Lying Within The Right Of Way Of U.S. Route 206, Also Known as Water Street

Subject To Any Covenants, Easements Or Restrictions That May Exist

Exhibit "A"