

**LICENSE AGREEMENT
AWNING ENCROACHMENT INTO PUBLIC RIGHT OF WAY**

THIS AGREEMENT made this 27th day of July, 2026 between the Municipality of Princeton, a municipal corporation of the State of New Jersey, with a business address at 400 Witherspoon Street, Princeton, New Jersey 08540 (“Princeton”) and Soterra LLC, 41 Witherspoon Street, Princeton, New Jersey 08540 (“Licensee”).

WITNESSETH

WHEREAS, Licensee has a tenancy at 41 Witherspoon Street in Princeton, New Jersey, and referred to as Block 27.02, Lot 68 on the Princeton Tax Maps (“Property”), and is seeks to operate a restaurant to be located in the existing building on the Property; and

WHEREAS, Licensee submitted an application for Administrative Waiver of Site Plan Review with the Princeton Planning Board for approval to mount along the front of the building an awning which will project four-foot from the building (“Awning”); and

WHEREAS, the Awning will encroach into Princeton’s public right of way (“Right of Way”) and therefore, the Licensee has requested Princeton’s permission to allow said encroachment.

NOW, THEREFORE, for and in consideration of the sum of one dollar, the receipt and adequacy of which is acknowledged, Princeton does hereby grant and convey to the Licensee the right to encroach into the Right of Way according to the following terms and conditions:

1. Princeton hereby grants permission to the Licensee to install, use and maintain the Awning which will encroach into the Right of Way (the “Encroachment”), as shown on pages 1 through 3 of the Design Plans by Sign N Print Pros., dated April 15, 2026 and revised to June 22, 2026, which were filed with the Princeton Planning Board as part of an application for an Administrative Waiver of Site Plan Review, copies of which pages are annexed hereto as Exhibit A for ease of reference.

2. This permission is given on the express understanding and condition that the use, operation, and maintenance of the Awning within the Encroachment is a permissive use which is revocable by Princeton on any of the terms and conditions set forth below.

3. The Licensee agrees to install and maintain the Awning in a safe and proper manner at all times and hereby acknowledges that the use, operation, and maintenance of the Awning in the Encroachment will never become the basis of a prescriptive right, easement or title to any portion of the Right of Way or any interest in the Right of Way and will never be or deemed to be a reduction, termination, or modification of any kind of the Right of Way or any portion thereof or any interest or right therein.

4. The Awning shall be maintained in good repair at all times.

5. At the Licensee's sole expense, the Licensee agrees to remove the Awning from the Encroachment upon reasonable notice from Princeton in any of the following events:

- a. Princeton determines that the Awning interferes with or endangers the proper operation, safety or maintenance of the Right of Way within which it encroaches.
- b. Princeton finds it necessary to discontinue the Encroachment in order to maintain or utilize the Right of Way for other purposes.
- c. Princeton determines, in its reasonable discretion, that it is in the best interest of Princeton to discontinue the Encroachment.
- d. Princeton determines that the Licensee is in violation of any of the terms of this Agreement.

6. In the event the Licensee fails to remove the Awning from the Encroachment if any of the events in paragraph 5 take place and within the time period requested in writing by Princeton, Princeton may effect the removal of the Awning or other personal property from the Encroachment, without Princeton incurring any liability whatsoever to the Licensee; and in such event, the Licensee will be liable to Princeton for any and all reasonable costs incurred by the Princeton in connection with the removal and will reimburse Princeton for such costs upon demand of Princeton.

7. The Licensee will not do or permit to be done any of the following acts in the Right of Way or any portion thereof: (a) expand or add to the Encroachment or (b) construct or erect any other signs or other equipment or materials in the Encroachment other than the Awning.

8. The Licensee hereby agrees to indemnify, defend and hold harmless Princeton and its officials, employees and agents from and against all liability, loss, cost, damage, and expenses (including, but not being limited to, attorneys' fees, court costs, and expenses or litigation) arising out of or in any manner connected with the Licensee's installation, use, operation, maintenance or removal of the Awning in the Encroachment, use of the Encroachment or use of the Right of Way under this Agreement.

9. This Agreement and the covenants and conditions contained in this Agreement will be binding on and inure to the benefit of each of the parties hereto and their respective heirs, assigns, employees, servants, representatives, and successors in title.

[Signatures Next Page]

ATTEST

THE MUNICIPALITY OF PRINCETON

Mayor Mark Freda

ATTEST:

SOTERRA, LLC

By: _____