

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made this 24th day of November, 2025, by and between **PRINCETON**, a municipal corporation of the State of New Jersey, with offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as “PRINCETON” or the “LICENSOR”) and **FENGQIAO LU**, 246 Valley Road, Princeton New Jersey 08540 (hereinafter referred to as the “LICENSEE”).

W I T N E S S E T H

WHEREAS, the LICENSEE is the owner in fee of that certain real property located at 246 Valley Road, Princeton, New Jersey 08540 and designated as Block 7203, Lot 8 on the Municipality of Princeton Tax Map (the “Property”); and

WHEREAS, the LICENSEE obtained a variance from the Princeton Zoning Board of Adjustment on December 13, 2023, permitting the LICENSEE to expand the width of her existing driveway to enter Valley Road with a 22-foot-wide curb cut (see Resolution of Memorialization dated January 24, 2024 in File No. Z22-224); and

WHEREAS, the Applicant’s 22-foot-wide curb cut encroaches into the Valley Road right-of-way; and

WHEREAS, the aforementioned Princeton Zoning Board of Adjustment Resolution as a condition of approval requires that the LICENSEE enters into an agreement with PRINCETON/LICENSOR to authorize the aforementioned curb cut.

NOW THEREFORE, intending to be legally bound, the parties hereto for themselves and the respective successors and assigns, hereby declare and agree to the following:

1. Grant of License. PRINCETON/LICENSOR hereby grants and conveys unto and in favor of the LICENSEE, a license to permit the LICENSEE to have a 22-foot-wide curb cut for her driveway into the public right-of-way on Valley Road. The area of the encroachment is shown and depicted on an addendum to a survey entitled: “Property Survey For Fengqiao Lu, Mercer County, New Jersey, Block 7203, Township of Princeton, Lot 8” dated May 20, 2022, prepared by Landmark Surveys and attached hereto as Exhibit A and made a part hereof.

2. Term. The term of this Agreement (“Term”) shall commence on the date of full execution of this Agreement and shall continue indefinitely unless terminated by PRINCETON/LICENSOR as provided herein. PRINCETON/LICENSOR shall have the right to terminate this Agreement for good cause upon ninety (90) days’ written notice to LICENSEE. “Good Cause” means PRINCETON/LICENSOR’s good faith determination that the termination of this Agreement is necessary in order for PRINCETON/LICENSOR to undertake a project in the public interest.

3. Payment. LICENSEE shall pay to PRINCETON/LICENSOR the sum of One Dollar (\$1.00) for this Agreement. LICENSEE agrees the payment of the aforesaid compensation shall not in any way restrict the right of PRINCETON/LICENSOR to terminate this Agreement as

provided above, nor be construed as establishing any term during which the Agreement is to continue.

4. Use Conditions. LICENSEE, at its sole cost and expense, shall perform any and all work in the LICENSEE Premises necessary to make it suitable for the encroachments. LICENSEE will comply with all applicable governmental regulations and requirements when performing work in the LICENSEE Premises and shall secure and pay for all necessary permits or consents required for the use of the LICENSEE Premises.

5. Insurance. During the course of this Agreement, LICENSEE shall provide PRINCETON/LICENSOR with annual proof of general liability and property damage insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) naming PRINCETON/LICENSOR as an additional insured.

6. Indemnification. LICENSEE shall assume all risks of and liability for and shall indemnify and save harmless and hereby release PRINCETON/LICENSOR, and its officers, agents, servants and employees, and successors and assigns, from any and all liability, loss, claims, fees or judgments which may in any manner arise out of or result from the use and occupancy of the LICENSEE Premises by LICENSEE and its employees, LICENSEE, invites or agents or by LICENSEE's tenant and the tenant's employees, LICENSEE, invites or agents.

7. Termination. On the termination of this Agreement by PRINCETON/LICENSOR pursuant to Section 2 hereof, LICENSEE shall remove the encroachments and leave the LICENSEE Premises in a condition satisfactory to PRINCETON/LICENSOR. In default thereof, PRINCETON/LICENSOR may do the same at the cost and expense of LICENSEE, which LICENSEE agrees to pay upon presentation by PRINCETON/LICENSOR of a written invoice for same. Upon the termination of this Agreement, PRINCETON/LICENSOR, its successors or assigns, shall have the right to re-enter the LICENSEE Area and to repossess and enjoy it, anything herein contained to the contrary notwithstanding.

8. Entire Agreement. This Agreement is intended as a complete statement of all terms of the arrangement between the parties with respect to the matters pertaining to the LICENSEE Premises, supersedes any previous agreements and understandings between the parties with respect to such matters, and may be amended only by a writing signed by the parties.

9. Subordination. The license herein granted is subject and subordinate to any and all easements, rights, privileges, heretofore given by PRINCETON/LICENSOR, or the rights created which might affect such property such as streets, roadways, underground conduits, gas mains, sewers, pipes or rights of way.

10. Governing Law; Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey.

11. Headings. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

12. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

13. Notices. All notices and communications hereunder, shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be delivered by overnight courier or by United States mail, certified, return receipt requested, postage prepaid to the address of the party set forth at the beginning of this Agreement.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective successors, transferees and assigns, and shall run with the land of LICENSEE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the duly authorized officers or representatives as of the day and year first set forth above.

ATTEST:

PRINCETON, a municipal corporation of
the State of New Jersey/LICENSOR

Dawn Mount, Clerk

By: _____
Mark Freda, Mayor

WITNESS:

LICENSEE

By: _____
Fengqiao Lu

STATE OF NEW JERSEY)
): SS
COUNTY OF MERCER)

I CERTIFY, that on _____, 2025, Dawn Mount,
personally came before me, and this person acknowledged under oath, to my satisfaction that:

a. this person is the Clerk of Princeton, the municipal corporation named
in this document;

b. this person is the attesting witness to the signing of this document by
the proper municipal corporate officer, who is Mark Freda, the Mayor of the municipal
corporation;

c. this document was signed and delivered by the municipal corporation
as its voluntary act duly authorized by a proper resolution of its Mayor and Council; and

d. this person signed this proof to attest to the truth of these facts.

Dawn Mount

Signed and sworn before me on

_____, 2025.

Notary Public of New Jersey

