

**TOWNSHIP OF RARITAN  
HUNTERDON COUNTY, NEW JERSEY**

**ORDINANCE #19-30**

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A  
ROADWAY EASEMENT OVER A PORTION OF A PARCEL  
IDENTIFIED AS BLOCK 77, LOT 7.02 ON THE TAX MAP OF  
THE TOWNSHIP OF RARITAN, COUNTY OF HUNTERDON,  
STATE OF NEW JERSEY**

**WHEREAS**, Rebecca L. Case, owner of that certain tract of land lying and being in the Township of Raritan, County of Hunterdon and State of New Jersey, which tract of land is identified as Block 77, Lot 7.02 on the Tax Map of the Township of Raritan, in the County of Hunterdon and State of New Jersey, (hereinafter the "Property"); and

**WHEREAS**, the Township of Raritan ("Township") wishes to obtain a roadway easement over a portion of the Property.

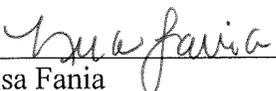
**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Raritan, County of Hunterdon, State of New Jersey, that it hereby authorizes acceptance of the roadway easement attached hereto as Exhibit "A;" and

**BE IT FURTHER ORDAINED** that the Township Administrator and Attorney are hereby authorized to take any other steps necessary to fulfill the purpose of this ordinance to accept said roadways.

This Ordinance shall take effect upon its adoption, passage and publication according to law.

**DATE ADOPTED:** November 6, 2019

**ATTEST:**

  
\_\_\_\_\_  
Lisa Fania  
Township Clerk

**TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF RARITAN**

  
\_\_\_\_\_  
Jeff Kuhl  
Mayor

# **Exhibit “A”**

RECORD AND RETURN TO:  
Lisa Fania, Clerk  
Raritan Township

Prepared By:

1 Municipal Drive  
Flemington, NJ 08822

Edward W. Purcell, Esq.  
Raritan Township Attorney

## ROADWAY EASEMENT

THIS INDENTURE is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, between:

*REBECCA L. CASE*, having an address at 46 Clover Hill Road, Flemington, N.J. 08822 and hereinafter "Grantor"; and

THE TOWNSHIP OF RARITAN, a Municipal Corporation of the County of Hunterdon, State of New Jersey, having its principal offices at 1 Municipal Drive, Flemington, New Jersey 08822, hereinafter called the "Grantee".

### W I T N E S S E T H:

WHEREAS, Grantor is the fee simple title owner, on or before the date of recordation hereof, of that certain tract of land lying and being in the Township of Raritan, County of Hunterdon and State of New Jersey, which tract of land is identified as Block 77, Lot 7.02 on the Tax Map of the Township of Raritan, in the County of Hunterdon and State of New Jersey (hereinafter the "Property"); and

WHEREAS, the portions of the Property subject to this Easement are more particularly described by legal descriptions entitled:

Schedule A "Description of Road Right-of-Way Easement to Raritan Township,"

which descriptions are dated May 20, 2019, prepared by Kevin P. Harris, a Licensed Surveyor (N.J. License No. 34857) (hereinafter the portion of the Property subject to this Easement is referred to as the "Easement Area").

NOW, THEREFORE, Grantor in consideration of the sum of two thousand three hundred and twenty-nine dollars and zero cents (\$2,329.00) and other good and valuable consideration, including further consideration of the benefits accruing to the Grantor and to the public from the improvement of a public road abuts the Property, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and dedicate unto Grantee, its successors and assigns, forever, a perpetual roadway easement for a public road and any other municipal purposes whatsoever.

Within the Easement Area, the following terms, rights, restrictions and conditions shall apply:

1. Construction of Roadway Improvements. Subject to the terms of this Agreement, the Grantee shall have the right, but not the obligation, at sole its cost and expense, to construct and install within the Easement Area a roadway, including any grading, drainage, berming, curbing, paving, surfacing, striping, lighting and other similar improvements (collectively, the "Roadway Improvements").

2. Maintenance and Utilities. The Grantee shall have the right to maintain, repair, replace and reconstruct the Roadway Improvements and associated utilities as may be appropriate and reasonably necessary and the cost for such maintenance, and repair, replacement and reconstruction shall be borne by the Grantee.

3. Restoration. Grantee agrees to restore the surface area of the Easement Area not improved with sidewalks, curbs or roadway, to the extent reasonably practicable, to its original condition after entry in and upon the Easement Area for the purposes herein permitted, however no shrubs, trees or other plantings are required to be replaced by Grantee. Grantee does not and will not in the future have any obligation to maintain any grass areas in and about the Easement.

4. Rights of the Grantee. The Grantee and the Users of the Roadway Improvements shall have the right to use and enjoy the Easement Area and the Roadway Improvements, if any, that are constructed thereon, provided that such use and enjoyment are not inconsistent with the terms of this Agreement and are performed and exercised in a reasonable and customary manner. Subject to the terms of this Agreement, the Grantee shall have all other rights and benefits which are necessary for the full enjoyment and use of the rights herein granted, including, without limitation, the right, but not the obligation, to clear the Easement Area of brush, trees, vegetation, and overhanging limbs which have grown or encroached thereon. The Grantee shall not be liable for damages due to ordinary wear and tear of the Easement Area including, but not limited to, damage to or removal of any trees, brush, vegetation or tree limbs which are occasioned during the exercise of any of the rights herein granted or conferred.

The Grantor covenants that it is lawfully seized of the Property and Easement Area and that they have the right to convey and restrict the same. Grantor may convey, mortgage, lease, or otherwise transfer title or interest in the lands subject to this Easement; provided, however, that the covenants and conditions herein shall remain superior to such conveyance, mortgage, lease, or transfer, it being the intention of the parties that this Easement and the terms and conditions set forth herein shall become a

part of the chain of title and shall run with the land. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

It is agreed by and between the Grantor and Grantee that mere lack or interruption of use of the Easement by the Grantee for an indefinite time shall not be construed as an abandonment or other extinguishment of the Easement except as may be subsequently agreed in a separate Easement extinguishment agreement which may be entered into between the Grantor or its successors and assigns and the Grantee or its successors and assigns.

It is understood and agreed that this easement confers upon the Grantee no rights of title or use of the Easement Area nor does it require the Grantee to maintain the Easement Area. Nothing herein shall be construed to permit public access to or use of any area of the Property not located within the Easement Area. Nothing herein shall be construed to limit the Grantor's right of access to and use of the Easement Area except as herein provided.

Wherever in this Easement any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In the event of any violation of the covenants and conditions contained in this Easement, the Township of Raritan or its designee shall be entitled to exercise all remedies provided at law or in equity and further shall be entitled to recover, in any action to enforce the terms hereof, reasonable attorney's fees.

This Easement shall be subject to, and read in conjunction with: any Township or County rights-of-way; and all other easements depicted by the plans referred to in the Approval and entered into by the parties hereto.

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

The provisions of the Agreement may not be amended, modified or terminated without the express written consent of the Grantor and Grantee, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the appropriate persons and municipal officers.

IN WITNESS WHEREOF, the parties have set their hands and seals or caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed.

ATTEST:

GRANTOR

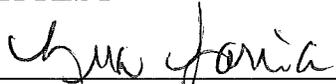
\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name: Rebecca L. Case

Dated: \_\_\_\_\_, 2019

ATTEST:

TOWNSHIP OF RARITAN

  
\_\_\_\_\_  
Name: Lisa Fania  
Title: Township Clerk

By:   
\_\_\_\_\_  
Name: Jeff Kuhl  
Title: Mayor

Dated: November 7, 2019



STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF Hunterdon )

I CERTIFY that on November 7, 2019, Lisa Fania personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the **TOWNSHIP OF RARITAN**, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Jeffrey Kuhl., the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Lisa Fania, Township Clerk

Signed and sworn to before me on  
November 7, 2019.

Carol F. Barbati

Name:

Title:

**CAROL F BARBATI**  
ID # 2262033  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires September 6, 2020

# **SCHEDULE A**

# HARRIS SURVEYING, INC.

Professional Land Surveyors and Professional Planners

Thomas A. Harris, P.L.S., P.P. (1940-2017)

Thomas A. Harris Jr., P.L.S., P.P.

Kevin P. Harris, P.L.S., P.P.

## “Description of Road Right of Way Easement“ To Raritan Township

On Block 77, New Lot 7.02

Date: May 20, 2019

Raritan Township, Hunterdon County, New Jersey

Project Name: Case Farm, Survey Ref. No.190031

Owners: Estate of Gladys F. Case

Property Address: Clover Hill Road

Beginning at a point in the planned southwesterly right of way line of Clover Hill Road, (existing variable right of way), (planned 80 foot right of way), being in a tree, being 40 feet southwesterly measured radial from the centerline of Clover Hill Road, having New Jersey State Plane Coordinates of North 604779.576 feet and East 408775.678 feet NAD 83 (2011) System, also being the following two courses from a concrete monument (found), marking the southeasterly terminus of a curve connecting the southeasterly right of way line of Running Brook Circle, (50 foot right of way), with the southwesterly right of way line of Clover Hill Road:

- A. Along the southwesterly right of way line of Clover Hill Road, South twenty four degrees thirty three minutes twenty four seconds East, (S 24°33'24" E) a Distance of eighty one and fifteen hundredths feet, (81.15'), to a point of curvature in same; Thence
- B. Still along the southwesterly right of way line of Clover Hill Road, Southeasterly on a curve to the left having a Radius of nine hundred ninety four and zero hundredths feet, (994.00'), and an Arc Length of four hundred six and seventy five hundredths feet, (406.75'), a Delta Angle of twenty three degrees twenty six minutes forty four seconds, (23°26'44"), a Chord Bearing South thirty six degrees sixteen minutes forty six seconds East, (S 36°16'46" E), and a Chord Distance of four hundred three and ninety two hundredths feet, (403.92'), to the Beginning Point and from said Beginning Point and running in said New Jersey State Plane Coordinate Bearing System; Thence
  - 1) North eighty two degrees forty two minutes thirty one seconds East, (N 82°42'31" E), a Distance of fifty nine and fifteen hundredths feet, (59.15'), to a point in the traveled way of Clover Hill Road; Thence
  - 2) Running along the northeasterly side of the traveled way of Clover Hill Road, South sixty degrees twenty four minutes twenty two seconds East, (S 60°24'22" E), a Distance of three hundred eighty one and fifty hundredths feet, (381.50'), to a point near same, corner to new lot 7.01, block 77; Thence
  - 3) Along the northwesterly line of new lot 7.01, block 77, South fifty eight degrees twenty three minutes thirty eight seconds West, (S 58°23'38" W), a Distance of sixty three and four hundredths feet, (63.04'), to a concrete monument (set), in the planned southwesterly right of way line of Clover Hill Road, said point being 40 feet southwesterly measured at a right angle from the centerline of Clover Hill Road; Thence
  - 4) Along the planned southwesterly right of way line of Clover Hill Road, running parallel with and 40 feet southwesterly of the centerline of Clover Hill Road, North sixty degrees thirteen minutes thirty six seconds West, (N 60°13'36" W), a Distance of two hundred thirty eight and twenty eight hundredths feet, (238.28'), to an iron pin (set), marking a point of curvature in same; Thence

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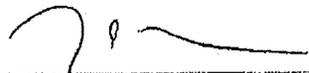
- 5) Still along the planned southwesterly right of way line of Clover Hill Road, running concentric with and 40 feet southwesterly of the centerline of Clover Hill Road, Northwesterly on a curve to the right having a Radius of six hundred eighty and zero hundredths feet, (680.00'), an Arc Length of one hundred nine and thirty hundredths feet, (109.30'), a Delta Angle of nine degrees twelve minutes thirty three seconds, (09°12'33"), a Chord Bearing North fifty five degrees thirty seven minutes nineteen seconds West, (N 55°37'19" W), and a Chord Distance of one hundred nine and eighteen hundredths feet, (109.18'), to an iron pin (set), marking a point of compound curvature in same; Thence
- 6) Still along the planned southwesterly right of way line of Clover Hill Road, running concentric with and 40 feet southwesterly of the centerline of Clover Hill Road, Northwesterly on a curve to the right having a Radius of nine hundred ninety four and zero hundredths feet, (994.00'), an Arc Length of fifty two and thirty one hundredths feet, (52.31'), a Delta Angle of three degrees zero minutes fifty five seconds, (03°00'55"), a Chord Bearing North forty nine degrees thirty minutes thirty five seconds West, (N 49°30'35" W), and a Chord Distance of fifty two and thirty one hundredths feet, (52.31'), to the Point and Place of Beginning.

Containing 0.477 acres of land, more or less. (20,756 sq.ft., more or less).

This description also includes a portion of the existing road right of way easement granted to the Township of Raritan, recorded in deed book 768 page 316, which portion containing 0.340 acres of land more or less. (14,817 sq.ft., more or less)

The area within the existing and planned road right of way contains 0.137 acres +/-, 5,939 sq.ft. +/-

The above description was written pursuant to an Agricultural Division" for Deborah A. Goff and Rebecca L. Case, known and designated as block 77, lot 7, on the Municipal Tax Maps of Raritan Township, County of Hunterdon, State of New Jersey, said Agricultural Division was prepared by Harris Surveying, Inc., 26 Main Street, Robbinsville, N.J. 08691, dated March 18, 2019, marked as file no. 190031.

  
HARRIS SURVEYING, INC.  
KEVIN P. HARRIS  
PROFESSIONAL LAND SURVEYOR  
N.J. LICENSE NO. 34857

Date: May 20, 2019  
File: 190031-RE