MASON, GRIFFIN & PIERSON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council

From: Michael G. Petrone, Esq.

Date: May 2, 2013

Re: Willow Street Sanitary Sewer Easement

I have attached hereto an Ordinance Authorizing Acquisition of Easement and Right of Way for Sanitary Sewer Line for introduction at the May 13, 2013 Council meeting.

The Engineering Department recommends entry into the Easement Agreement in order to install and maintain a sanitary sewer line on Willow Street, a private road. The owner of Willow Street, the Willow Street Association, has agreed to grant this easement for the nominal consideration of $1.00.

cc: *(by hand and via e-mail)*
Robert W. Bruschi, Administrator
Robert V. Kiser, P.E., Engineer
Deanna Stockton, P.E., Assistant Engineer
Linda McDermott, Clerk

AN ORDINANCE BY PRINCETON AUTHORIZING ACQUISITION OF EASEMENT AND RIGHT OF WAY FOR SANITARY SEWER LINE

WHEREAS, pursuant to N.J.S.A. 40A:12-4, Princeton Council desires to acquire an easement and right of way for the purpose of installing and maintaining a sanitary sewer line on Willow Street, a private road owned by the Willow Street Association ("Association"); and

WHEREAS, the Association has agreed to grant such an easement and right of way for the nominal consideration of $1.00 and other consideration associated with the construction and maintenance of a sanitary sewer line.

NOW, THEREFORE, BE IT ORDAINED by the Princeton Council as follows:

1. Pursuant to N.J.S.A. 40A:12-4, Princeton is hereby authorized to enter into the Deed of Easement and Right of Way Agreement attached hereto as Exhibit A by and between Princeton and the Association.

_____ _____

Linda S. McDermott, Clerk Liz Lempert, Mayor

Ordinance Introduced: May _____, 2013

Ordinance Adopted:

EXHIBIT A

PREPARED BY:

_____

DEED OF EASEMENT AND RIGHT OF WAY AGREEMENT

THIS DEED OF EASEMENT, made this _____ day of _____, 2013, by and between the **Willow Street Association**, having its principal office at **Willow Street**, Princeton, New Jersey 08542 (hereinafter "Grantor"), and the Municipality of Princeton, a body public, corporate and politic, of the County of Mercer, State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor owns and is responsible for a private road known as Willow Street, as reflected on the Tax Map of the Municipality of Princeton; and

WHEREAS, Grantor, furthermore has the power to act through its officers to enter into contracts or to lease or license the use of the street/road in a manner not inconsistent with the rights of its constituent homeowners; and

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Grantor does hereby transfer, grant, convey, and confirm unto Grantee, their successors and assigns forever, the right, authority, an easement now and in the future to enter upon to construct, reconstruct, lay, alter, maintain, operate, repair, and/or replace a sanitary sewer line and all necessary or reasonable desirable ancillary fixtures, devices, or equipment, across, through, upon, or in, and under the premises wherever any such sanitary sewer lines or ancillary fixtures, devices or equipment are shown on the attached plan entitled "Willow Street and Branch Alley" (Schedule A), prepared by the Municipality of Princeton, which Plan is made a part hereof, with the legal description of the entire area encompassing the easement (Schedule B) also being annexed hereto and made a part hereof. It is recognized and agreed that the purpose of this easement is to allow for the provision of sanitary sewer service to residents of Princeton, New Jersey.

2. Grantor further does hereby transfer, grant, convey and confirm unto Grantee, their successors and assigns forever, the right and authority, now and in the future, to enter upon the premises for the purpose of ingress, egress and access by Grantee and their contractors, agents, employees, servants and licenses, with equipment for the purpose of exercising its rights and performing its obligations hereunder.

3. Grantor, for itself and its successors and assigns, covenants and agrees with Grantee, that no buildings or structures of any kind shall be erected on, in, or above that portion of the premises which are subject to such easement, which would impair the ability of Grantee to reasonably exercise its rights and perform its obligations, and this covenant shall run with the land; provided, however, that notwithstanding the foregoing, pavements, roadways, walks and the like may be located or constructed on or over the easement.

4. The construction, reconstruction, laying, alteration, maintenance, operation, repair, and/or replacement of the sanitary sewer line and all necessary or reasonable desirable ancillary fixtures shall be at the sole cost and expense of Grantee.

5. Grantee and its successors and assigns, covenant and agree with Grantor and its successors and assigns, that after each and every disturbance of the surface or land for any of the purposes aforesaid, Grantee, at its own expense, shall restore the surface or the land as nearly as reasonably possible to the condition in which it was found immediately prior to the commencement of any such work. Notwithstanding the foregoing, Grantee shall have the restoration obligation set forth below in this paragraph only as to the restoration required after the sanitary sewer line is first installed.

Milling and paving of Willow Street; and

Replacement of curbs and sidewalk along the southern side of Willow street.

IN WITNESS WHEREOF, the parties have duly executed this Deed of Easement as of the day and year first above written.

ATTESTED:

GRANTOR

_____ By:_____

Name:
Title:

ATTESTED:

MUNICIPALITY OF PRINCETON

_____ By:_____

Name:
Title:

STATE OF NEW JERSEY:
SS.:
COUNTY OF _____

I CERTIFY that on _____, 2013, _____ personally came before me and acknowledged under oath, to my satisfaction, that:

(a) she is the _____ of the Willow Street Association, the entity named in this Instrument; and

(b) this Instrument was signed and delivered with the authority of the Willow Street Association, as its voluntary act duly authorized; and

(c) the full and actual consideration paid or to be paid for this Instrument is $1.00 (Such consideration is defined in N.J.S.A. 46:15-5).

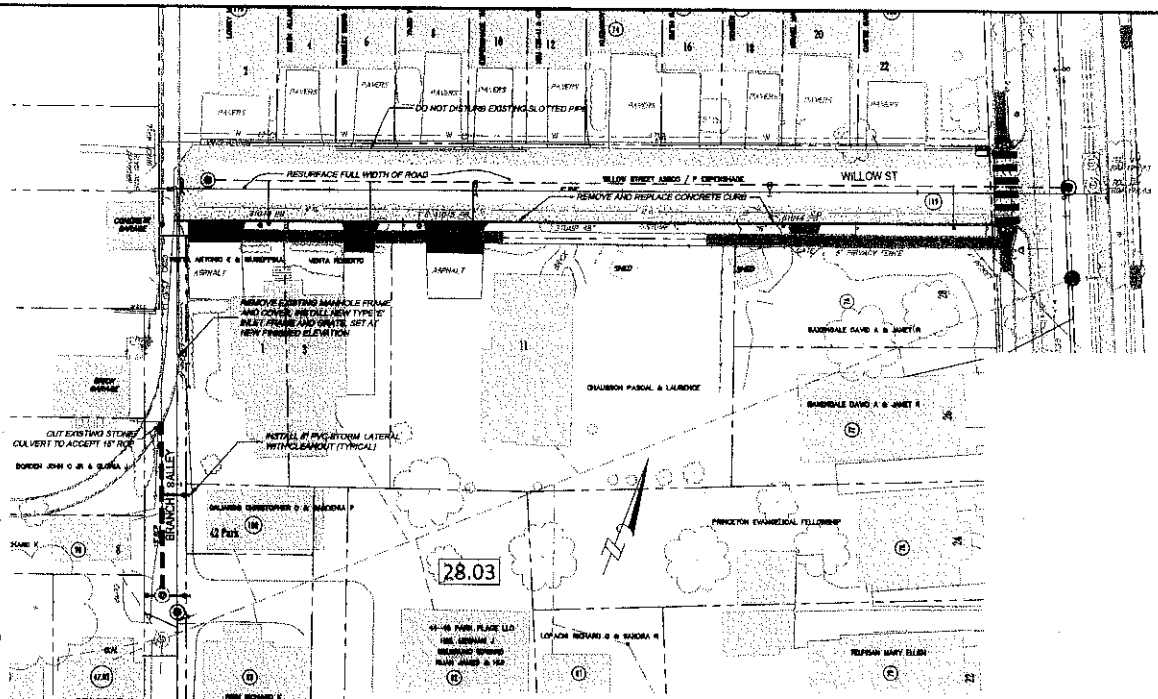
Signed and sworn to before me on _____, 2013

_____
Notary Public

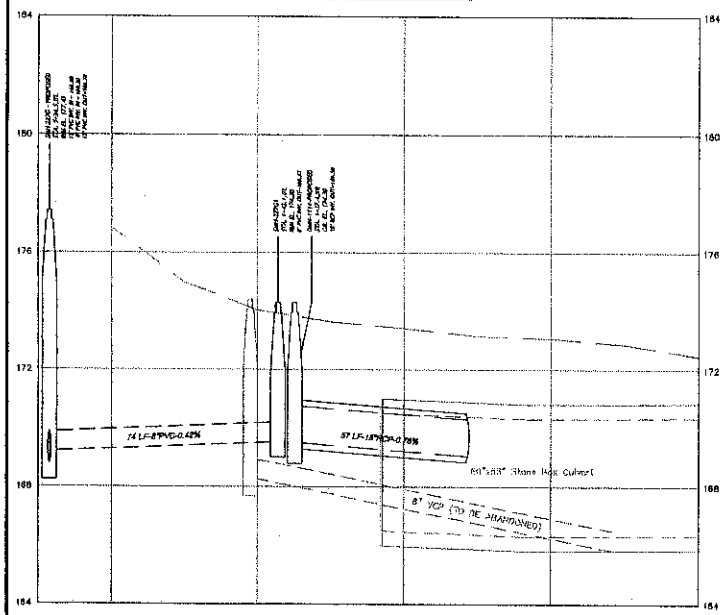
RECORD AND RETURN TO:

Schedule B

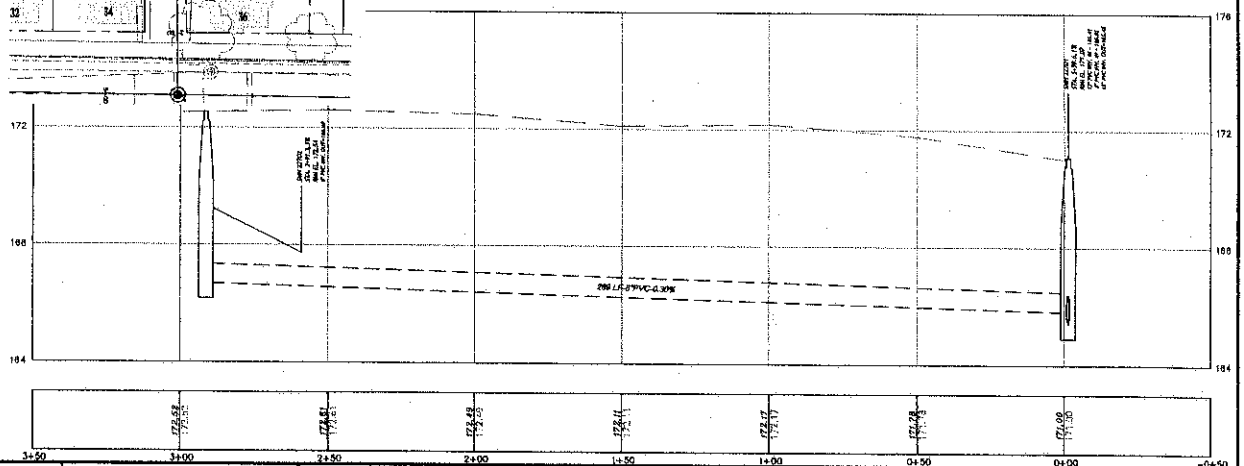
The location of the sanitary sewer easement is shown on the attached plan and is approximately thirty feet (30') in width. Said width of easement extends from the Northerly curb line of Willow Street to the a line on the southern side of Willow Street that serves as the common property line between the Willow Street Association property and properties known as 1 Willow Street (Lot 72 Block 28.03), 3 Willow Street (Lot 103 Block 28.03), 11 Willow Street (Lot 74 Block 28.03), and 28 Moore Street (Lot 76 Block 28.03). The easement is approximately two hundred and eighty three feet (283') in length beginning at the westerly Right of way line of Moore Street and extending to the common property line between the Willow Street Association and properties known as 9 Madison Street (Lot 49 Block 28.03) and 11 Madison Street (Lot 50 Block 28.03).



BRANCH ALLEY PROFILE



WILLOW STREET PROFILE



DATE	REVISION	DATE	REVISION

SCALE: 1"=20'H 1"=2'V

DATE: APRIL 2013

DRAWN BY: CKK

CHECKED BY:

(Signature)

4/23/2013

(Date)

DIRECTOR OF ENGINEERING

ROBERT V. KISER

PROFESSIONAL ENGINEER

N.J. LICENSE 25674

IMPROVEMENTS TO MOORE STREET, PARK PLACE, VANDEVENTER AVENUE AND WILLOW STREET

WILLOW STREET AND BRANCH ALLEY PLAN AND PROFILE

PRINCETON
MERCER COUNTY, NEW JERSEY

DEPARTMENT of ENGINEERING
SHEET 5 of 12