

# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Mayor and Council of Princeton  
*via e-mail only*

From: Allison S. Zangrilli, Esq.  
Office of Princeton Attorney

Date: March 31, 2014

Re: **Proposed Ordinance Authorizing the Acceptance of Deed for Permanent Pedestrian Pathway Easement and Temporary Construction Easement for Block 10201, Lots 6, 7, 8, 9, 10, Princeton Municipal Tax Map**

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Acquisition by Princeton of pedestrian pathway and temporary construction easements (collectively, the "Easements") in, over and upon certain lands owned by Institute for Advanced Study – Louis Bamberger and Mrs. Felix Fuld Foundation ("IAS") are necessary in order for Princeton to complete the construction of a pedestrian pathway along Quaker Road (the "Pathway"). This Pathway was contemplated in a 1997 Deed of Pathway and Conservation Easement from IAS to Princeton, the State of New Jersey, Mercer County, and D&R Greenway, Inc. Princeton has already completed the construction of portions of the Pathway.

The Princeton Engineering Department has advised that the Easements are necessary for Princeton to complete the remaining sections of the Pathway. The attached Deed of Easement conveys permanent pedestrian pathway and temporary construction easements in, over and upon the referenced Lots, and are described and shown on the metes and bounds descriptions, maps, and chart attached to the Deed of Easement. The temporary construction easements will automatically terminate upon the earlier of completion of the Pathway or two (2) years from the date of the Deed of Easement. IAS will grant the Easements to Princeton for nominal consideration in the amount of One (\$1.00) Dollar.

The Easements represent interests in land, and pursuant to the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*, a municipality must authorize acquisition of interests in land by Ordinance. I have, therefore, prepared and attach hereto an Ordinance for your consideration, along with a copy of the Deed of Easement.

ASZ:jv  
attach.

cc: Robert W. Bruschi, Administrator (w/attach.)  
Kathryn Monzo, Assistant Administrator (w/attach.)  
Linda S. McDermott, Clerk (w/attach.)  
Robert V. Kiser, P.E., Princeton Engineer (w/attach.)  
Trishka W. Cecil, Esq., Princeton Attorney (w/attach.)

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**AN ORDINANCE BY PRINCETON AUTHORIZING THE ACCEPTANCE OF DEEDS FOR PERMENANT PEDESTRIAN PATHWAY EASEMENTS AND TEMPORARY CONSRTUCTION EASEMENTS FOR BLOCK 10201, LOTS 6, 7, 8, 9, 10, PRINCETON MUNICIPAL TAX MAP.**

WHEREAS, the Municipality of Princeton (“Princeton”) is undertaking the construction of a pedestrian pathway along Quaker Road (the “Pathway”); and,

WHEREAS, the Pathway was contemplated in a Deed of Pathway and Conservation Easement by Institute for Advanced Study – Louis Bamberger and Mrs. Felix Fuld Foundation (“IAS”) to Princeton and other grantees, dated April 15, 1997 and recorded in the Office of the Mercer County Clerk in Deed Book 3184 at Page 206; and,

WHEREAS, Princeton has completed sections of the Pathway; and,

WHEREAS, in order to complete the remaining sections of the Pathway, Princeton requires permanent pedestrian pathway and temporary construction easements (collectively, the “Easements”) in, over and upon certain lands owned by IAS; and,

WHEREAS, IAS is willing to grant the Easements to Princeton for nominal consideration in the amount of One (\$1.00) Dollar, and Princeton is willing to accept the Easements; and,

WHEREAS, the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.* requires that for a municipality to acquire an interest in real property, it must do so by ordinance,

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

1. The Mayor and Council of Princeton are hereby authorized to accept from IAS a Deed of Easement for Permanent Pedestrian Pathway Easement and Temporary Construction Easement for Block 10201, Lots 6, 7, 8, 9 and 10, Princeton Municipal Tax Map, in a form

approved by the Princeton Attorney and Princeton Engineer, and to execute any documents and undertake any acts necessary to effectuate the purposes set forth herein.

2. The Deed of Easement shall be on file in the office of the Princeton Municipal Clerk and available for inspection during regular office hours.

3. This ordinance shall take effect upon its passage and publication as provided for by law.

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Linda S. McDermott, Clerk

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Liz Lempert, Mayor

Record & Return to:  
Mason, Griffin & Pierson, PC  
101 Poor Farm Road  
Princeton, NJ 08540

Prepared by:  
Allison S. Zangrilli, Esq.

**DEED OF EASEMENT**

**PERMANENT PEDESTRIAN PATHWAY EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

**This Deed of Easement** (this "Deed") is made and dated on May \_\_, 2014, by and between:

**Institute for Advanced Study -- Louis Bamberger and Mrs. Felix Fuld Foundation**, a New Jersey non-profit corporation, having offices at Fuld Hall, Einstein Drive, Princeton, New Jersey 08540, (the "Grantor"), and

**Princeton**, Mercer County, a municipal corporation of the State of New Jersey, f/k/a Township of Princeton, Mercer County, a municipal corporation of the State of New Jersey, having offices at 400 Witherspoon Street, Princeton, New Jersey 08540 (the "Grantee").

The terms "Grantor" and "Grantee" refer to the Grantor and Grantee named above and to their successors and assigns.

***WITNESSETH:***

**WHEREAS**, the Grantor is the owner in fee simple of certain real property located in the municipality of Princeton, County of Mercer, and State of New Jersey, and designated as **Lots 6, 7, 8, 9 and 10, all in Block 10201** on the Princeton Municipal Tax Map (the "Property"); and,

**WHEREAS**, portions of the Property possess natural, scenic, open space and conservation values;

**WHEREAS**, the Grantor previously conveyed certain rights in the Property to the Grantee and others pursuant to a Deed of Pathway and Conservation Easement, dated April 15, 1997, and recorded prior to these presents in the office of the Mercer County Clerk in Deed Book 3184 at Page 206 (the "Institute Woods Easement"); and,

**WHEREAS**, the Institute Woods Easement contemplated the construction of a public pedestrian pathway along Quaker Road through, upon and under a portion of the Property; provided, however, that the provisions of the Institute Woods Easement regarding the use of any such public pedestrian pathway would prevail over any other rules or regulations then or later sought to be adopted or imposed within the area of the Institute Woods Easement;

**WHEREAS**, the health and welfare of residents of Princeton, Mercer County and New Jersey may best be served by the further preservation for public use of certain parts of the Property in their natural, scenic, open and existing state;

**WHEREAS**, the Grantee is a municipal corporation, qualified under Section 501 (c) (3) of the Internal Revenue Code, as amended, as a "Charitable Conservancy" within the meaning of Section 13:8B-1, et seq., of the New Jersey Conservation Restriction and Historic Preservation Act (the "Conservation Restriction Act"), one purpose of which is to acquisition of rights in land in a natural, scenic open space condition for public use; and,

**WHEREAS**, the Grantor and the Grantee acknowledge and agree that this Deed is necessary and appropriate to accomplish the construction of the public pedestrian pathway as contemplated by the Institute Woods Easement, and that this Deed does not violate the terms of the Institute Woods Easement; and,

**WHEREAS**, the Grantor intends to create by this Deed a permanent, non-exclusive easement for pedestrian pathway purposes through, upon and under a portion of the Property, consisting of an aggregate area of 42,485± square feet, or 0.976± acres of land (the "Pedestrian Pathway Easement" or the "Pedestrian Pathway Easement Area"); and,

**WHEREAS**, the Grantor further intends to create by this Deed a fifteen (15) foot wide self-terminating temporary construction easement consisting of 63,393± square feet, or 1.455± acres of land, for the purpose of constructing the public pedestrian pathway through, upon and under a portion of the Property (the "Temporary Construction Easement" or the "Temporary Construction Easement Area"); and,

**WHEREAS**, the Pedestrian Pathway Easement and the Temporary Construction Easement are further described in the metes and bounds descriptions and maps attached hereto as **Schedule A**, and made a part hereof. Because both easements cross several tax lots, a tabulation of the aggregate areas of both the Pedestrian Pathway Easement and the Temporary Construction Easement is also attached hereto and made part of Schedule A.

**NOW THEREFORE**, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the Grantor does hereby grant to the Grantee the Pedestrian Pathway Easement and the Temporary Construction Easement described herein, subject to the following terms and conditions:

1. **Permanent Pedestrian Pathway Easement**. It is the true intent and purpose of this Deed to convey to the Grantee a perpetual right to construct, reconstruct, inspect, repair, maintain, operate and use a pedestrian pathway six (6) feet in width made of crushed stone, and appurtenances within the Pedestrian Pathway Easement Area, including all incidental rights to protect and preserve the pedestrian pathway and appurtenances, and the perpetual, non-exclusive right of free and unobstructed access, use, and possession of the pedestrian pathway and appurtenances within the Pedestrian Pathway Easement Area. Nothing contained in this Deed shall be construed so as to obligate the Grantee to construct, reconstruct, inspect, repair, maintain, operate or use the pedestrian pathway and appurtenances within the Pedestrian Pathway Easement Area. The Pedestrian Pathway Easement conveyed by this Deed shall be used by the public in a manner consistent with the terms of the Institute Woods Easement, and only as a walk, bikeway path, nature trail or brookside ramble and it is expressly agreed that hunting, fishing, camping, picnicking, parking and collecting firewood within the Pedestrian Pathway Easement Area are prohibited.

2. **Temporary Construction Easement**. It is the further true intent and purpose of this Deed to convey to the Grantee a temporary right to construct, repair and improve the pedestrian pathway referred to herein, including the non-exclusive right to store construction equipment and materials within the

Temporary Construction Easement Area. The rights granted pursuant to the Temporary Construction Easement shall automatically terminate upon the earlier of: (a) the Grantee's completion of the pedestrian pathway improvements, or (b) two (2) years from the date of this Deed. All work performed by the Grantee, its employees, agents or contractors hereunder shall be done in a workerlike and diligent manner. All such work shall be completed within a reasonable period of time after commencement thereof, subject to such delays as may arise due to causes within the usual definition of force majeure. All such work shall be performed in compliance with all applicable governmental statutes, ordinances and regulations, and shall be at the Grantee's sole cost and expense. Further, the entities performing such work shall be insured by liability insurance policies in standard form and in appropriate amounts, which policies shall name the Grantor as an additional insured party, and a certificate confirming the terms of same shall be delivered to the Grantor prior to the entry onto the Property by any such entities. Upon completion of any work related to the aforesaid purposes, the Grantee shall cause all vehicles, equipment, tools and implements used in connection with such work, and all materials not incorporated therein, to be removed from the Temporary Construction Easement Area and the surface thereof restored to its condition immediately prior to the commencement of such work.

**3. Other Responsibilities.** This Deed imposes no other obligations or restrictions upon the Grantor from using the Property or the Permanent Pathway Easement Area in such lawful manner as the Grantor may deem desirable, provided that no activities which interfere with or are inconsistent with the purposes of this Deed shall be permitted on the Property or the Permanent Pathway Easement Area, it being understood and agreed that the Pedestrian Pathway Easement shall be a non-exclusive easement. The Grantor shall have no obligation to the Grantee for any injury to or change in the condition of the Property or the Permanent Pedestrian Easement Area resulting from causes beyond Grantor's control, including without limitation, flood, storm, earth movement or fire, or from any prudent action taken by the Grantor under

emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

The Grantee shall be responsible for all costs related to the ownership, upkeep, operation and maintenance of the Pedestrian Pathway Easement, including any appurtenances thereto, and specifically including any pedestrian pathway hereafter constructed therein, in such a way as to assure the safe and orderly passage and repassage thereon by the general public. In two (2) locations, the pedestrian path will cross residential driveways of properties owned by the Grantor. The Grantee shall be solely responsible to install signage on the pedestrian path or take such other steps as are appropriate to warn persons using the pedestrian path of the presence of crossing vehicles. The Grantee shall also be responsible to assure that the pedestrian pathway is not installed or, thereafter, not maintained in such a manner as to be detrimental to the drainage, flood control, water conservation, erosion control or soil conservation and preservation of the farm fields located adjacent to the Permanent Pedestrian Easement Area.

The Grantee shall carry not less than Five Million (\$5,000,000.00) Dollars of commercial general liability insurance applicable to the Permanent Pedestrian Easement Area and the Temporary Construction Easement Area, naming the Grantor as an additional insured and shall provide a certificate evidencing same to the Grantor before any entity related to the construction or use thereof enters upon the Property. The Grantee shall notify the Grantor in writing of any material modification or termination of such insurance and shall immediately take steps to put in place other insurance of the same type and amount.

**4. Mutual Hold Harmless.** A. The Grantee shall indemnify, defend, and hold harmless the Grantor from and against any damages, losses, claims, costs and expenses (including without limitation, court costs and reasonable attorney's fees) sustained or incurred by the Grantor arising out of or resulting from, in whole or in part any act and/or omission, negligent and/or intentional, or any willful misconduct by the Grantee or any member of the public, in connection with the use by the Grantee or the public of the Permanent Pedestrian Easement

Area or the Temporary Construction Easement Area and any of the rights granted hereunder, or any failure by the Grantee or member of the public to abide by the provisions and conditions hereof, whether resulting in any injury to the Permanent Pedestrian Easement Area, the Temporary Construction Easement Area, or other portions of the Property, or resulting in any claim by any person or entity against the Grantor, provided that such damages, losses, or claims were not due to the gross negligence or willful misconduct of the Grantor.

B. The Grantor shall indemnify, defend, and hold harmless the Grantee from and against any damages, losses, claims, costs and expenses (including without limitation, court costs and reasonable attorney's fees) sustained or incurred by the Grantee arising out of or resulting from, in whole or in part, any act and/or omission, negligent and/or intentional, or any willful misconduct by the Grantor, its employees or contractors, in connection with the use of the Property by the Grantor or any of them, or any failure by the Grantor to abide by the provisions and conditions hereof and, whether resulting in any injury to persons or property by virtue of the use of the Permanent Pathway Easement Area or the Temporary Construction Easement Area by any person under this Deed, provided that such obligation to indemnify the Grantee shall be limited to the liability imposed upon the owner of land such as the Permanent Pedestrian Easement Area or the Temporary Construction Easement Area, as set forth in the Landowner's Liability Act (N.J.S.A. 2A:42A-8.1) and the Conservation Restriction Act, above.

**5. Binding Agreement.** This Deed shall be binding upon the Grantor and the Grantee, and their respective successors and assigns. In the event of noncompliance with the terms and conditions contained herein, the Grantor and the Grantee may avail themselves of any and all legal and equitable remedies available to either of them to enforce the within terms and conditions.

***IN WITNESS WHEREOF***, the Grantor and the Grantee have caused this Deed to be duly executed as of the date first written above.

Attest:

**Grantor:** Institute for Advanced Study - Louis Bamberger and Mrs. Felix Fuld Foundation, a New Jersey non-profit corporation

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

By: \_\_\_\_\_

John Masten, Associate Director  
for Finance and Administration

**Grantee:** Princeton, Mercer County, a municipal corporation of the State of New Jersey, f/k/a Township of Princeton, Mercer County, a municipal corporation of the State of New Jersey

\_\_\_\_\_  
Linda McDermott, Clerk

By: \_\_\_\_\_

Liz Lempert, Mayor

STATE OF NEW JERSEY )  
COUNTY OF MERCER ) SS.

I CERTIFY that on May \_\_, 2014, John Masten personally came before me, the subscriber, and he acknowledged under oath, to my satisfaction, that he is the Associate Director for Finance and Administration of the Institute for Advanced Study - Louis Bamberger and Mrs. Felix Fuld Foundation, the entity named in this Deed of Easement; this Deed of Easement was signed and delivered by that entity as its voluntary act, duly authorized by a proper resolution of its Board of Trustees; he signed this proof to attest to the truth of these facts; and, the full and actual consideration paid or to be paid for this Deed of Easement is One (\$1.00) Dollar.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )  
COUNTY OF MERCER )SS.

I CERTIFY that on May \_\_, 2014, Linda McDermott personally came before me, the subscriber, and she acknowledged under oath, to my satisfaction, that she is the Clerk of Princeton, the municipal corporation named in this Deed of Easement; that she well knows the corporate seal of the said municipal corporation, and that the seal affixed to said Instrument is the seal of said municipal corporation; that the said seal was so affixed and the said Deed signed and delivered by Liz Lempert, who at the date thereof was the Mayor of Princeton, the municipal corporation named herein, who acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, and as the voluntary act and deed of said municipal corporation, by virtue of authority from its governing board; and, that the deponent, at the same time, subscribed her name to said Deed as an attesting witness to the execution thereof. The full and actual consideration paid or to be paid for this Deed of Easement is One (\$1.00) Dollar.

\_\_\_\_\_  
Linda McDermott

Sworn to and Subscribed before me  
this \_\_\_ day of May, 2014.

\_\_\_\_\_  
Notary Public

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**DEED OF EASEMENT  
PERMANENT PEDESTRIAN PATHWAY EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

Institute for Advanced Study -- Louis Bamberger and Mrs. Felix Fuld Foundation,  
a New Jersey non-profit corporation,

GRANTOR,

to

Princeton, Mercer County,  
a municipal corporation of the State of New Jersey, f/k/a Township of Princeton, Mercer  
County, a municipal corporation of the State of New Jersey

GRANTEE.

Dated: May \_\_\_, 2014

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RECORD & RETURN TO:  
Mason, Griffin & Pierson, P.C.  
101 Poor Farm Road  
Princeton, NJ 08540

**JT SURVEYING LLC**

7 Tally Ho Trail, Hillsborough, New Jersey 08844

LEGAL DESCRIPTION  
PROPOSED PATHWAY EASEMENT PE-1 and TEMPORARY CONSTRUCTION EASEMENT TCE-1  
through  
Tax Lot 6 in Tax Block 10201  
Princeton  
County of Mercer, State of New Jersey

Beginning at a point in the easterly sideline of Quaker Road, said point being measured 16.50 feet from the centerline thereof, said point also being the 35<sup>th</sup> corner of a tract of land as described in Deed Book 3194 at Page 260 and from said beginning corner running thence in the New Jersey State Plane Coordinate System (NAD83):

1. Along said easterly sideline of Quaker Road, parallel with the centerline and distant 16.50 feet therefrom, North 29 degrees 41 minutes 02 seconds West, a distance of 639.39 feet to a point; thence
2. Leaving said easterly sideline of Quaker Road, the following ten (10) courses being an easement line through Tax Lot 6 in Tax Block 10201, North 29 degrees 54 minutes 08 seconds West a distance of 138.20 feet to a point; thence
3. Continuing North 30 degrees 44 minutes 19 seconds West a distance of 352.93 feet to a point; thence
4. North 31 degrees 17 minutes 05 seconds West a distance of 83.40 feet to a point, said point being in the southerly line of Tax Lot 7 in Tax Block 10201; thence
5. Along the southerly line of said Tax Lot 7, in part, North 58 degrees 46 minutes 31 seconds East a distance of 10.08 feet to a point; thence
6. South 31 degrees 17 minutes 05 seconds East a distance of 83.44 feet to a point; thence
7. South 30 degrees 44 minutes 19 seconds East a distance of 353.14 feet to a point; thence
8. South 28 degrees 54 minutes 08 seconds East a distance of 138.29 feet to a point; thence
9. South 29 degrees 41 minutes 02 seconds East, a distance of 631.01 feet to a point in the northerly line of Tax Lot 5 in Tax Block 10201; thence
10. Along the northerly line of said Tax Lot 5, in part, South 20 degrees 52 minutes 58 seconds West, a distance of 12.95 feet to the POINT AND PLACE OF BEGINNING.

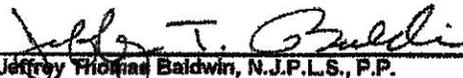
CONTAINING 12,099 Square Feet, or 0.278 Acres of land more or less.

Subject any and all existing easements recorded or unrecorded.

TOGETHER WITH a 15' wide Temporary Construction Easement, TCE-1, lying easterly of and running parallel to, courses 6 through 9 of the above described pathway easement.  
CONTAINING 17,999 Square Feet, or 0.413 Acres of land more or less.

This description is in accordance with a plan entitled "General Property Parcel Map for a Proposed Pathway Easement Along Portions of Quaker Road", as prepared by JT Surveying, LLC, Jeffrey T. Baldwin, P.L.S., dated July 7, 2013.

Prepared By:

  
Jeffrey Thomas Baldwin, N.J.P.L.S., P.P.

8/12/13  
Date

# JT SURVEYING LLC

7 Tally Ho Trail, Hillsborough, New Jersey 08844

## LEGAL DESCRIPTION

PROPOSED PATHWAY EASEMENT PE-2 and TEMPORARY CONSTRUCTION EASEMENT TCE-2  
through  
Tax Lot 7 in Tax Block 10201  
Princeton  
County of Mercer, State of New Jersey

Beginning at a point in the easterly sideline of Quaker Road, said point being measured 25.00 feet from the centerline thereof, said point also being the beginning corner of a tract of land as described in Deed Book 3184 at Page 277 and from said beginning corner running thence in the New Jersey State Plane Coordinate System (NAD83):

1. Leaving said easterly sideline of Quaker Road, by an easement line through Tax Lot 7 in Tax Block 10201, North 72 degrees 20 minutes 29 seconds East, a distance of 10.00 feet to a point; thence
2. Continuing along an easement line through said Tax Lot 7, along the arc of a non-tangent curve to the left, having a radius of 691.04 feet, an arc length of 160.41 feet to a point of tangency; thence
3. Continuing along an easement line through said Tax Lot 7, South 31 degrees 13 minutes 32 seconds East a distance of 57.45 feet to a point in the northerly line of Tax Lot 8 in Tax Block 10201; thence
4. Along said northerly line of Tax Lot 8, in part, South 58 degrees 46 minutes 31 seconds West a distance of 10.00 feet to a point in the existing easterly sideline of Quaker Road; thence
5. Along said easterly sideline of Quaker Road, parallel with the centerline and distant 25.00' therefrom, North 31 degrees 13 minutes 32 seconds West a distance of 57.45 feet to a point of curvature; thence
6. Continuing along the said easterly sideline of Quaker Road, concentric with the centerline and distant 25.00' therefrom, along the arc of a curve to the right, having a radius of 691.04 feet, an arc length of 162.77 feet to the POINT AND PLACE OF BEGINNING.

CONTAINING 2,191 Square Feet, or 0.050 Acres of land more or less.

Subject any and all existing easements recorded or unrecorded.

TOGETHER WITH a 15' wide Temporary Construction Easement, TCE-2, lying easterly of and running parallel to, courses 2 and 3 of the above described pathway easement.  
CONTAINING 3,241 Square Feet, or 0.074 Acres of land more or less.

This description is in accordance with a plan entitled "General Property Parcel Map for a Proposed Pathway Easement Along Portions of Quaker Road", as prepared by JT Surveying, LLC, Jeffrey T. Baldwin, P.L.S., dated July 7, 2013.

Prepared By:

 8/12/13  
Jeffrey Thomas Baldwin, N.J.P.L.S., P.P. Date

# JT SURVEYING, LLC

7 Tally Ho Trail, Hillsborough, New Jersey 08844

LEGAL DESCRIPTION  
PROPOSED PATHWAY EASEMENT PE-3 and TEMPORARY CONSTRUCTION EASEMENT TCE-3  
through  
Tax Lot 8 in Tax Block 10201  
Princeton  
County of Mercer, State of New Jersey

Beginning at a point in the easterly sideline of Quaker Road, said point being measured 25.00 feet from the centerline thereof, said point also being the beginning corner of a tract of land as described in Deed Book 3184 at Page 277 and from said beginning corner running thence in the New Jersey State Plane Coordinate System (NAD83):

1. Along said easterly sideline of Quaker Road, concentric with the centerline and distant 25.00 feet therefrom, along the arc of a non-tangent curve to the right, having a radius of 691.04 feet, an arc length of 65.00 feet to a point of tangency; thence
2. Continuing along said easterly sideline of Quaker Road, North 12 degrees 20 minutes 21 seconds West a distance of 122.18 feet to a point in the southerly line of Tax Lot 9 in Tax Block 10201; thence
3. Along said southerly line of Tax Lot 9, in part, by an easement line through Tax Lot 8 in Tax Block 10201, North 79 degrees 34 minutes 17 seconds East a distance of 10.01 feet to a point; thence
4. By an easement line through Tax Lot 8 in Tax Block 10201, South 12 degrees 20 minutes 21 seconds East a distance of 121.85 feet to a point of curvature; thence
5. Still along an easement line through said Tax Lot 8, along the arc of a curve to the left having a radius of 691.04, an arc length of 64.07 feet to a point in the northerly line of Tax Lot 7 in Tax Block 10201; thence
6. Along the northerly line of said Tax Lot 7, in part, South 72 degrees 20 minutes 29 seconds West a distance of 10.00 feet to the POINT AND PLACE OF BEGINNING.

CONTAINING 1,866 Square Feet, or 0.043 Acres of land more or less.

Subject any and all existing easements recorded or unrecorded.

TOGETHER WITH a 18' wide Temporary Construction Easement, TCE-3, lying easterly of and running parallel to, courses 4 and 5 of the above described pathway easement.  
CONTAINING 2,775 Square Feet, or 0.064 Acres of land more or less.

This description is in accordance with a plan entitled "General Property Parcel Map for a Proposed Pathway Easement Along Portions of Quaker Road", as prepared by JT Surveying, LLC, Jeffrey T. Baldwin, P.L.S., dated July 7, 2013.

Prepared By:

  
Jeffrey Thomas Baldwin, N.J.P.L.S., P.P.

8/12/13  
Date

# JT SURVEYING LLC

7 Tally Ho Trail, Hillsborough, New Jersey 08844

## LEGAL DESCRIPTION

PROPOSED PATHWAY EASEMENT PE-5 and TEMPORARY CONSTRUCTION EASEMENT TCE-5  
through  
Tax Lot 6 in Tax Block 10201  
Princeton  
County of Mercer, State of New Jersey

Beginning at a point in the easterly sideline of Quaker Road, said point being measured 16.50 feet from the centerline thereof, said point also lies distant 8.52 feet on a course of North 72 degrees 46 minutes 23 seconds East from the 13<sup>th</sup> corner of a tract of land as described in Deed Book 3184 at Page 280 and from said beginning corner running thence in the New Jersey State Plane Coordinate System (NAD83):

1. The following six (6) courses being by an easement line through Tax Lot 6 in Tax Block 10201, North 21 degrees 49 minutes 14 seconds West a distance of 31.37 feet to an angle point; thence
2. North 11 degrees 28 minutes 47 seconds West a distance of 550.48 feet to a point in the southerly line of Tax Lot 10 in Tax Block 10201; thence
3. Along said southerly line of Tax Lot 10 in Tax Block 10201, in part, North 59 degrees 55 minutes 36 seconds East a distance of 10.51 feet to a point; thence
4. By an easement line through Tax Lot 6 in Tax Block 10201, South 12 degrees 13 minutes 11 seconds East a distance of 3.29 feet to an angle point; thence
5. Along an easement line through said Tax Lot 6, South 11 degrees 28 minutes 47 seconds East a distance of 549.64 feet to an angle point; thence
6. Continuing along an easement line through said Tax Lot 6, South 21 degrees 49 minutes 14 seconds East a distance of 31.27 feet to a point in the northerly line of Tax Lot 9 in Tax Block 10201; thence
7. Along said northerly line of Tax Lot 9 in Tax Block 10201, in part, South 72 degrees 46 minutes 23 seconds West a distance of 10.04 feet to the POINT AND PLACE OF BEGINNING.

CONTAINING 5,830 Square Feet, or 0.134 Acres of land more or less.

Subject any and all existing easements recorded or unrecorded.

TOGETHER WITH a 15' wide Temporary Construction Easement, TCE-5, lying easterly of and running parallel to, courses 4 through 6 of the above described pathway easement.  
CONTAINING 8,789 Square Feet, or 0.202 Acres of land more or less.

This description is in accordance with a plan entitled "General Property Parcel Map for a Proposed Pathway Easement Along Portions of Quaker Road", as prepared by JT Surveying, LLC, Jeffrey T. Baldwin, P.L.S., dated July 7, 2013.

Prepared By:

  
Jeffrey Thomas Baldwin, N.J.P.L.S., P.P.

8/12/13  
Date

# JT SURVEYING LLC

7 Tally Ho Trail, Hillsborough, New Jersey 08844

**LEGAL DESCRIPTION**  
**PROPOSED PATHWAY EASEMENT PE-4 and TEMPORARY CONSTRUCTION EASEMENT TCE-4**  
through  
Tax Lot 9 in Tax Block 10201  
Princeton  
County of Mercer, State of New Jersey

Beginning at a point in the easterly sideline of Quaker Road, said point being measured 25.00 feet from the centerline thereof, said point also being the 10th corner of a tract of land as described in Deed Book 3184 at Page 251 and from said beginning corner running thence in the New Jersey State Plane Coordinate System (NAD83):

1. Leaving said easterly sideline of Quaker Road, along the southerly line of Tax Lot 6 in Tax Block 10201, in part, North 72 degrees 46 minutes 23 seconds East a distance of 10.04 feet to a point; thence
2. By an easement line through Tax Lot 9 in Tax Block 10201, South 12 degrees 20 minutes 21 seconds East a distance of 225.21 feet to a point in the northerly line of Tax Lot 8 in Tax Block 10201; thence
3. Along said northerly line of Tax Lot 8, in part, still by an easement line through Tax Lot 9 in Tax Block 10201, South 79 degrees 34 minutes 17 seconds West a distance of 10.01 feet to a point in the easterly sideline of Quaker Road; thence
4. Along said easterly sideline of Quaker Road, parallel with the centerline and distant 25.00 feet therefrom, North 12 degrees 20 minutes 21 seconds West a distance of 224.92 feet to the POINT AND PLACE OF BEGINNING.

CONTAINING 2,246 Square Feet, or 0.052 Acres of land more or less.

Subject any and all existing easements recorded or unrecorded.

TOGETHER WITH a 15' wide Temporary Construction Easement, TCE-4, lying easterly of and running parallel to, course 2 of the above described pathway easement.  
CONTAINING 3,392 Square Feet, or 0.078 Acres of land more or less.

This description is in accordance with a plan entitled "General Property Parcel Map for a Proposed Pathway Easement Along Portions of Quaker Road", as prepared by JT Surveying, LLC, Jeffrey T. Baldwin, P.L.S., dated July 7, 2013.

Prepared By:

Jeffrey T. Baldwin      8/12/13  
Jeffrey Thomas Baldwin, N.J.P.L.S., P.P.      Date



7 Tally Ho Trail, Hillsborough, New Jersey 08844

**LEGAL DESCRIPTION**  
**PROPOSED PATHWAY EASEMENT PE-6 and TEMPORARY CONSTRUCTION EASEMENT TCE-6**  
through  
Tax Lot 10 in Tax Block 10201  
Princeton  
County of Mercer, State of New Jersey

Beginning at an iron pin found in the easterly sideline of Quaker Road, said point being measured 25.00 feet from the centerline thereof, said point being the westerly corner of Tax Lot 11 in Tax Block 10201, said point also being the 10<sup>th</sup> corner of a tract of land as described in Deed Book 1842 at Page 291 and from said beginning corner running thence in the New Jersey State Plane Coordinate System (NAD83):

1. Leaving said easterly sideline of Quaker Road, the following eight (8) courses being by an easement line through Tax Lot 10 in Tax Block 10201, South 61 degrees 55 minutes 34 seconds East a distance of 10.04 feet to a point; thence
2. Along the arc of a non-tangent curve to the left having a radius of 704.88 feet, arc length of 88.55 feet to a point of tangency; thence
3. South 25 degrees 51 minutes 36 seconds West a distance of 414.99 feet to a point of curvature; thence
4. Along the arc of a curve to the left having a radius of 691.81 feet, an arc length of 212.41 feet to a point of tangency; thence
5. South 08 degrees 00 minutes 34 seconds West a distance of 441.11 feet to a point of curvature; thence
6. Along the arc of a curve to the left having a radius of 663.39, an arc length of 241.30 feet to a point of tangency; thence
7. South 12 degrees 13 minutes 11 seconds East a distance of 421.77 feet to a point in the northerly line of Tax Lot 6 in Tax Block 10201; thence
8. Along said northerly line of Tax Lot 6 in Tax Block 10201, in part, South 58 degrees 55 minutes 36 seconds West a distance of 10.51 feet to a point in the easterly sideline of Quaker Road; thence
9. The following six (6) courses being along said easterly sideline of Quaker Road, parallel with the centerline and distant 25.00 feet therefrom, North 12 degrees 13 minutes 11 seconds West a distance of 424.99 feet to a point of curvature; thence
10. Along the arc of a curve to the right having a radius of 693.39 feet, an arc length of 244.83 feet to a point of tangency; thence
11. North 08 degrees 00 minutes 34 seconds East a distance of 441.11 feet to a point of curvature; thence
12. Along the arc of a curve to the right having a radius of 691.81, an arc length of 215.53 feet to a point of tangency; thence
13. North 25 degrees 51 minutes 36 seconds East a distance of 414.99 feet to a point of curvature;
14. Along the arc of a curve to the right having a radius of 714.88 feet, an arc length of 88.93 feet to the POINT AND PLACE OF BEGINNING.

CONTAINING 18,253 Square Feet, or 0.419 Acres of land more or less.

Subject any and all existing easements recorded or unrecorded.

**JT SURVEYING** LLC

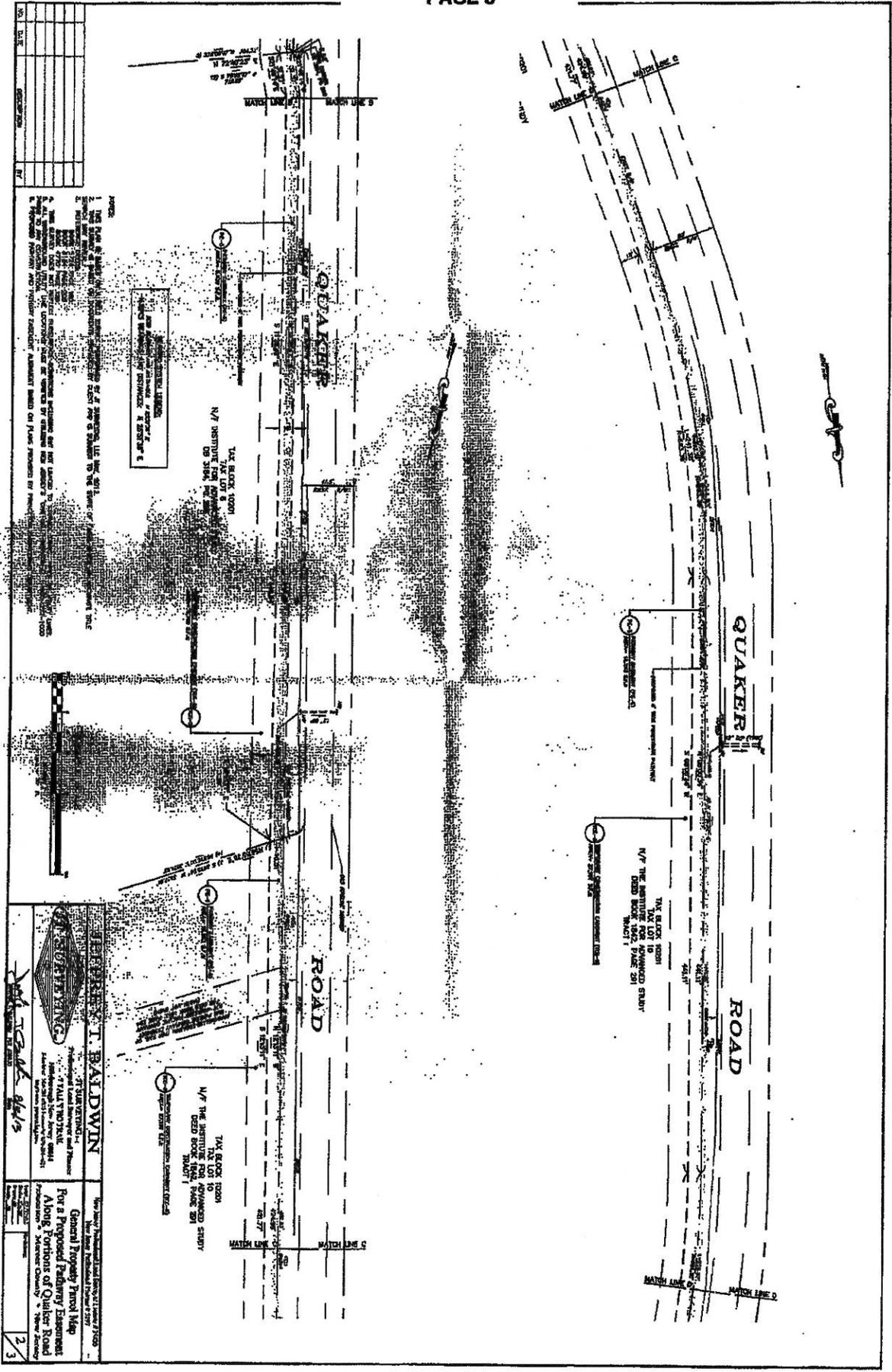
7 Tally Ho Trail, Hillsborough, New Jersey 08844

TOGETHER WITH a 15' wide Temporary Construction Easement, TCE-6, lying easterly of and running parallel to, courses 2 through 7 of the above described pathway easement. CONTAINING 27,187 Square Feet, or 0.624 Acres of land more or less.

This description is in accordance with a plan entitled "General Property Parcel Map for a Proposed Pathway Easement Along Portions of Quaker Road", as prepared by JT Surveying, LLC, Jeffrey T. Baldwin, P.L.S., dated July 7, 2013.

Prepared By:

Jeffrey T. Baldwin 8/12/13  
Jeffrey Thomas Baldwin, N.J.P.L.S., P.P. Date



NO.	DATE	BY

NOTES:  
 1. THE PLAN IS BASED ON THE DATA SUBMITTED BY THE APPLICANT AND THE SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY OF THE PROPERTY.  
 2. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 3. THE CENTERLINE OF QUAKER ROAD IS SHOWN BY A DASHED LINE.  
 4. THE CENTERLINE OF ROAD IS SHOWN BY A DASHED LINE.  
 5. THE CENTERLINE OF THE SIDE ROADS IS SHOWN BY DASHED LINES.  
 6. THE CENTERLINE OF THE UTILITY LINES IS SHOWN BY DASHED LINES.  
 7. THE CENTERLINE OF THE PROPERTY IS SHOWN BY A DASHED LINE.  
 8. THE CENTERLINE OF THE TAX BLOCK IS SHOWN BY A DASHED LINE.  
 9. THE CENTERLINE OF THE INSTITUTE FOR ADVANCED STUDY IS SHOWN BY A DASHED LINE.  
 10. THE CENTERLINE OF THE DEED BOOK 1 PAGE 501 IS SHOWN BY A DASHED LINE.

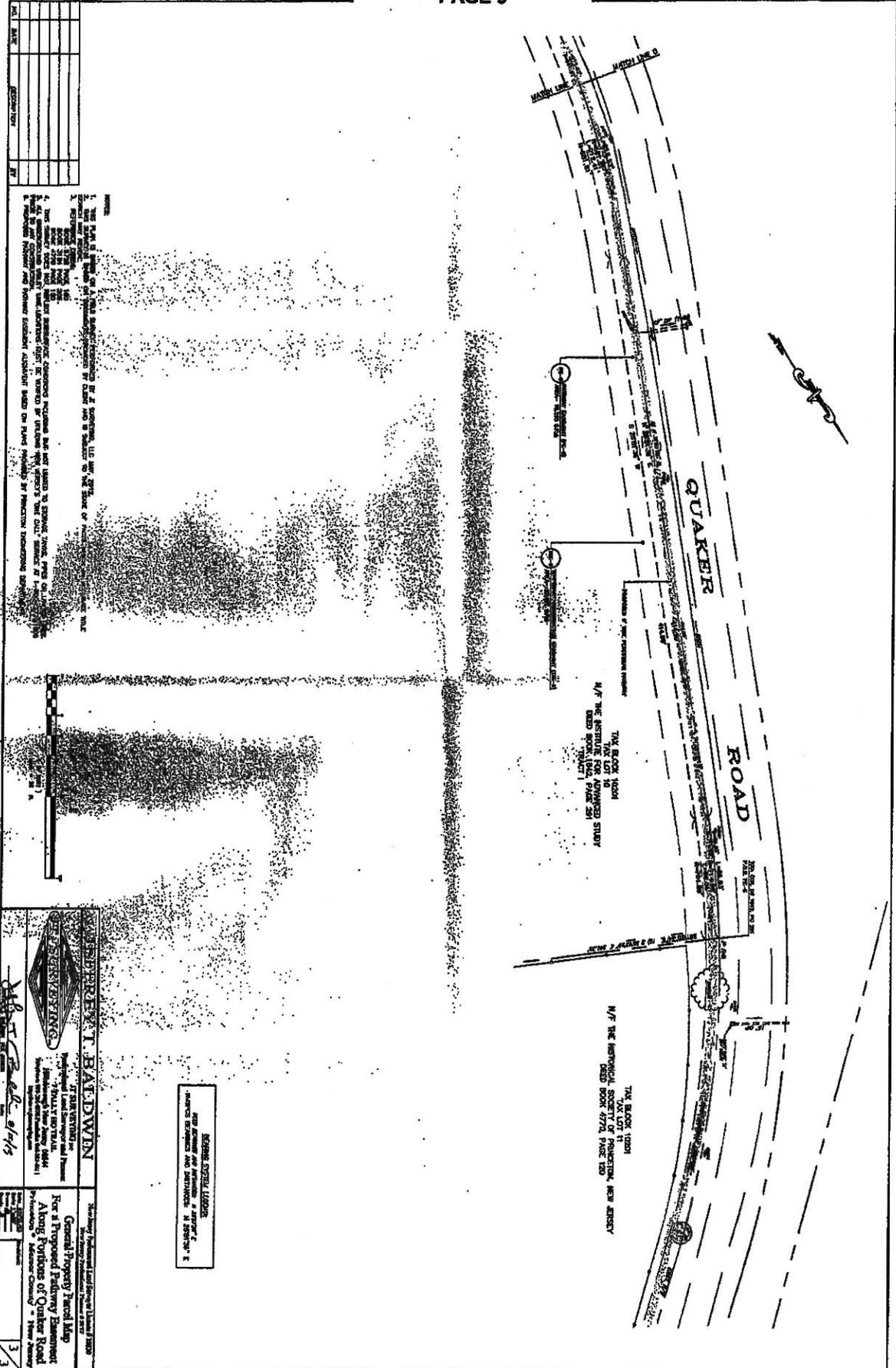
**LESLIE T. BALDWIN**  
 PROFESSIONAL LAND SURVEYOR  
 1711 N. 10TH AVE.  
 SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111  
 www.ltbaldwin.com

For a Proposed Preliminary Easement  
 Along Portions of Quaker Road  
 Prepared by: Valerius Company - Denver, Colorado

DATE: 12-15-2011

3

SCHEDULE A  
PAGE 9



1. THIS PLAN IS PREPARED BY A PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERING ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED.

2. THIS PLAN IS PREPARED BY A PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERING ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED.

3. THIS PLAN IS PREPARED BY A PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERING ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED.

4. THIS PLAN IS PREPARED BY A PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERING ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED.

5. THIS PLAN IS PREPARED BY A PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERING ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED, AND THE ENGINEERING COUNCIL ON PROFESSIONAL ENGINEERING REGULATION ACT OF 1962, AS AMENDED.

**HERBERT T. BALDWIN**  
Professional Engineer  
No. 12345  
New Jersey State Board of Professional Engineering Examiners

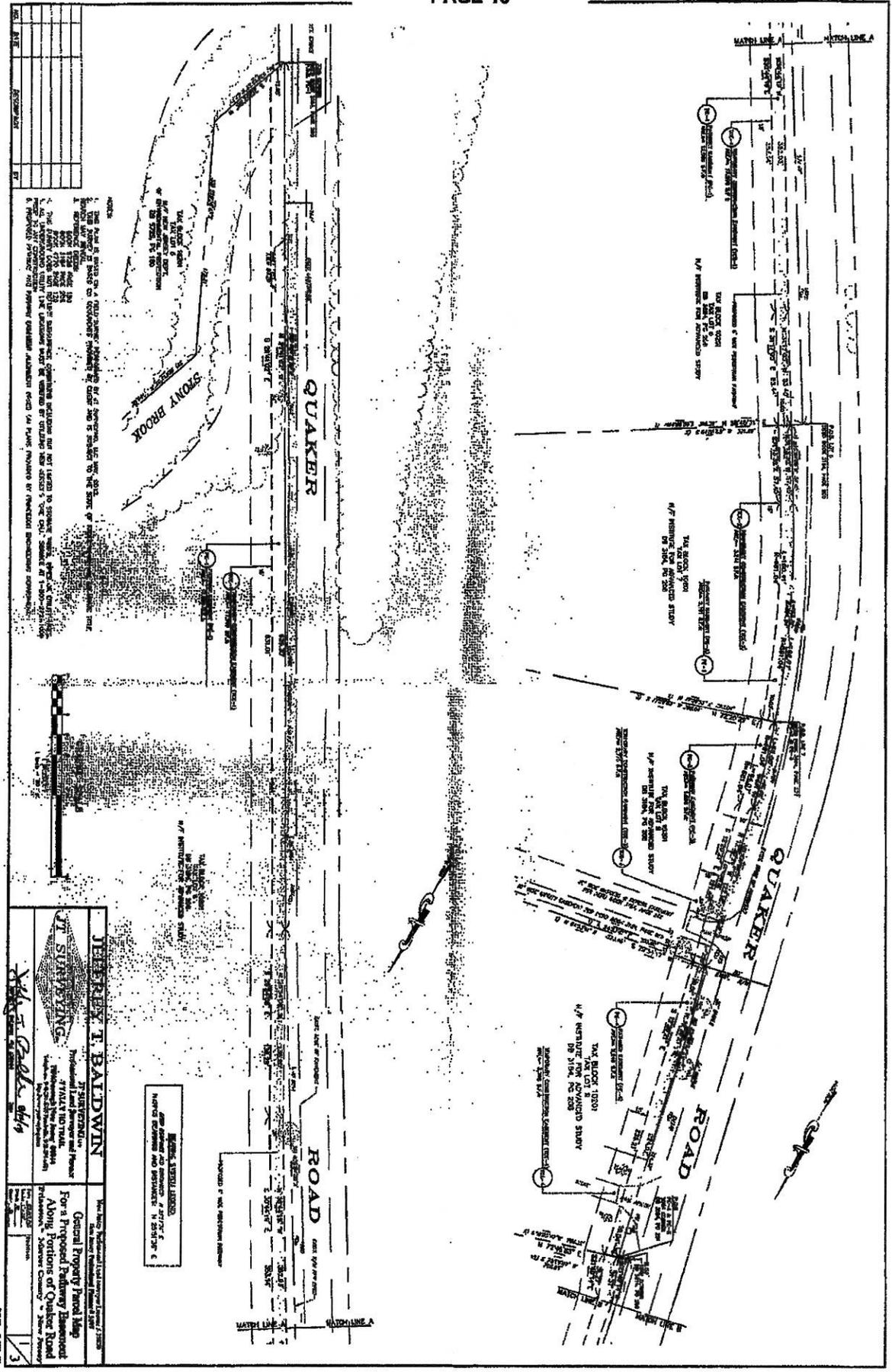
**General Property Parcel Map**  
For a Proposed Parkway Extension  
Along Portions of Quaker Road  
Township of ... County of ... State of New Jersey

Scale: 1" = 100'

Date: 8/1/15

ENGINEERING LICENSE  
No. 12345  
New Jersey State Board of Professional Engineering Examiners

SCHEDULE A  
PAGE 10



NOTES:  
 1. THE PLAN IS BASED ON A RECONNAISSANCE SURVEY OF THE PROPERTY AND THE ADJACENT QUAKER ROAD AND STONY BROOK. THE PLAN IS NOT TO BE USED TO LOCATE OR SET OUT THE PROPOSED ROADWAY OR UTILITY LINES WITHOUT A FIELD SURVEY BY THE ENGINEER.  
 2. THE ENGINEER HAS NOT CONDUCTED A GEOTECHNICAL SURVEY OF THE PROPOSED ROADWAY OR UTILITY LINES. THE ENGINEER IS NOT RESPONSIBLE FOR THE STABILITY OF THE PROPOSED ROADWAY OR UTILITY LINES.  
 3. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE PROPOSED ROADWAY OR UTILITY LINES TO DETERMINE THE EXISTING UTILITIES OR THE LOCATION OF ANY OBSTRUCTIONS.  
 4. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE PROPOSED ROADWAY OR UTILITY LINES TO DETERMINE THE EXISTING ELEVATIONS OR THE LOCATION OF ANY OBSTRUCTIONS.

**JERRY T. BAIDWIN**  
 27 SUTHERLAND  
 PROFESSIONAL LAND SURVEYOR AND ENGINEER  
 17141 10TH AVENUE  
 ALBUQUERQUE, NEW MEXICO 87111  
 (505) 263-1111

For a Proposed Roadway Alignment  
 Above Portions of Quaker Road  
 From the  
 City of Albuquerque

RECORD LABELS  
 1/2" X 14" (11) 1/2" X 14" (11)  
 1/2" X 14" (11) 1/2" X 14" (11)

**SCHEDULE A  
PAGE 11**

<b>August 12, 2013 JT Surveying Legal Descriptions Princeton, County of Mercer , New Jersey</b>					
<b>Proposed Pathway Easement (PE) and 15 ft. wide Temporary Construction Easement (TCE)</b>	<b>Tax Block</b>	<b>Tax Lot</b>	<b>Square Feet (More or Less)</b>	<b>Acres (More or Less)</b>	
PE-1	10201	6 (southern section)	12,099	0.278	
PE-2	10201	7	2,191	0.050	
PE-3	10201	8	1,866	0.043	
PE-4	10201	9	2,246	0.052	
PE-5	10201	6 (northern section)	5,830	0.134	
PE-6	10201	10	18,253	0.419	
<b>TOTAL</b>			<b>42,485</b>	<b>0.976</b>	
TCE-1	10201	6 (southern section)	17,999	0.413	
TCE-2	10201	7	3,241	0.074	
TCE-3	10201	8	2,775	0.064	
TCE-4	10201	9	3,392	0.078	
TCE-5	10201	6 (northern section)	8,799	0.202	
TCE-6	10201	10	27,187	0.624	
<b>TOTAL</b>			<b>63,393</b>	<b>1.455</b>	