

Exhibit "A"

TOWNSHIP OF FRANKLIN
COUNTY OF GLOUCESTER

DEED OF EASEMENT

THIS DEED OF EASEMENT is made on the 23rd day of June, 2020, between MARGARET H. OLSEN (hereinafter referred to as "Grantor"); and the TOWNSHIP OF FRANKLIN, a public body politic and corporate, constituting a political subdivision of the State of New Jersey, having its principal office at 1571 Delsea Drive, Franklinville, New Jersey, (hereinafter referred to as "Grantee").

RECITALS

A. The Grantor is the owner of certain real property known as Block 802, Lot 21 as shown on the Township of Franklin Tax Map, County of Gloucester and State of New Jersey ("the Property").

B. Richmond American Homes of Maryland Inc. ("Richmond American") was the developer of Washington Oaks II subdivision ("Subdivision"), adjacent to other real property owned by Grantor, being Block 905, Lot 1.

C. In accordance with a remediation plan agreed to by Richmond American and the Grantee to resolve overflow and flooding risks associated with Basin 2 of the Subdivision, located on Tax Block 904, Lot 13, the Grantee desires to acquire certain easement rights in the above property of Grantor described on Exhibit A attached hereto and made a part hereof.

GRANT OF EASEMENT

In consideration of the sum of \$1.00 and other good and valuable consideration paid by Grantee, Grantor and Grantee hereby agrees as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement on and across a portion of Grantor's lands which easement is more particularly described in a

legal description attached as **Exhibit A** and a survey map attached as **Exhibit B**, which are made a part hereof and collectively referred to hereinafter sometimes as the "Easement". The Grantor covenants with the Grantee that she is lawfully seized and possessed of the Property and that she has a good and lawful right to convey it or any part of it.

2. Character of Easement. The Easement shall run with the land and shall be for the benefit of the parties and their successors and assigns in title. In the event the easement is no longer needed by the Township for the remediation of Subdivision Basin 2, then the Grantor and Grantee agree to execute such documents as shall be necessary to extinguish said easement and remove it from the County land records.

3. Scope of Easement. The Easement hereby granted shall include all that right of easement over the lands herein described for the installation, repair, maintenance or removal of underground storm drain pipeline and facilities or appurtenances, as required in the use, operation and maintenance of a said pipeline and storm drain outfall, the right to excavate and re-excavate ditches and/or trenches for the location of the storm drain pipeline and/or appurtenances; and the further right to do all things proper, necessary or incidental to the location, construction, maintenance and operation of the storm drain pipelines and/or appurtenances.

The Grantee shall have the right to patrol, inspect, rebuild, relocate or alter said pipelines and apparatus within said Easement as the Grantee may, at any time, determine necessary, including the right to remove any line or any part thereof. The Grantee shall also have the right, from time to time, and at any time, to remove or clear and keep clear any and all trees, underbrush, structures and other obstructions upon said Easement, together also with the right of entry upon the Easement area as hereinafter described for all the purposes aforesaid.

4. Exclusiveness of Easement. The Easement, rights and privileges granted by this Easement are non-exclusive.

5. Grantor's Rights. Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant. Subject to the Grantee's exercise of rights granted herein, the Grantor may use the land within the limits of the Easement without substantial change of grade as shown on the approved construction plans, provided that such use shall not interfere with, limit or obstruct the subsequent exercise of the rights by the Grantee, and provided that no building or structure shall be erected within the Easement area. Fences, parking spaces, and driveways, however, shall not be considered as obstructions or structures within the meaning of this prohibition, but while specifically permitted, shall be subject to location approval by the Grantee, which approval shall not be unreasonably withheld.

6. Richmond American's Duties. Construction of said pipeline and appurtenances shall be completed by Richmond American Homes of Maryland, Inc., a Maryland corporation ("Richmond American"), pursuant to the terms of an Agreement to Grant Easement between Richmond American and Grantor. Upon completion of construction of said pipeline and appurtenances, Richmond American shall restore the surface of the land within the easement area in accordance with the Soil Erosion Sediment Control Details and Notes shown on the approved Construction Plans dated October 2, 2017, prepared by Taylor Wiseman & Taylor.

7. Erosion Control. Temporary erosion and sediment control measures shall be in place prior to any grading or excavation operations and shall be left in place or replaced as required to retain their desired effectiveness until the construction is completed and the area is stabilized.

8. Taxes. Upon grant of the Easement, the Grantor shall remain responsible for any and all taxes which affect the Easement.

9. Miscellaneous. This instrument contains the entire agreement between the parties. The terms of this instrument and the attached Exhibits which are made a part hereof, shall be binding upon the parties, and their respective successors and/or assigns. Any modifications of this instrument must be in writing and must be signed by both parties.

10. Assignability. The easement granted shall be assignable by the Grantee and shall run to the benefit of the Grantee, its successors and assigns.

The Grantor and Grantee sign this Deed as of the date at the top of the first page.

Grantor:

Witness:

By: Margaret H. Olsen

Typed name: Margaret H. Olsen

STATE OF NEW JERSEY :
:SS.
COUNTY OF GLOUCESTER :

I CERTIFY that on the 23rd day of June, 2020, Margaret H. Olsen personally came before me and acknowledged under oath to my satisfaction that she is the Grantor herein and that this document was signed and delivered by her as her voluntary act.

Signed and sworn to before me this 23rd day of June 2020.

Tara L. Vargo
Notary Public

Printed Name: Tara L. Vargo, Esq.
My Commission Expires: An Attorney at Law of the State of New Jersey

TOWNSHIP OF FRANKLIN
a public body politic and corporate,
constituting a political subdivision of the
State of New Jersey

By: _____
John J. Bruno, Mayor

STATE OF NEW JERSEY :
:SS.
COUNTY OF GLOUCESTER :

BE IT REMEMBERED that on this _ day of _____, 2020, before me, the undersigned witnessing authority, personally appeared John J. Bruno, Mayor of the TOWNSHIP OF FRANKLIN, a public body politic and corporate, constituting a political subdivision of the State of New Jersey, who I am satisfied is the person who signed the within instrument and he acknowledged that he signed and delivered the same, and that the within instrument is his voluntary act for the uses and purposes therein expressed for the TOWNSHIP OF FRANKLIN.

Witnesseth my hand and seal.

Notary Public

Printed Name: _____
My Commission Expires: _____

EXHIBIT A
(Legal Description of Easement)

EXHIBIT A

Legal Description of Easement



Taylor Wiseman & Taylor

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**DESCRIPTION OF PROPOSED 25' WIDE DRAINAGE EASEMENT
BLOCK 802, LOT 21
TOWNSHIP OF FRANKLIN, GLOUCESTER COUNTY, NEW JERSEY**

ALL THAT CERTAIN TRACT or parcel of land situated in the Township of Franklin, County of Gloucester and State of New Jersey being more particularly described as follows:

BEGINNING AT A POINT on the northerly Right-of-Way line of Sheridan Avenue (50' wide), at the point of intersection with the line common to Block 802, Lot 21 and Lot 23.01, as shown on a plan entitled "Drainage Easement Exhibit Plan, Block 802, Lot 21, Franklin Township, Gloucester County, New Jersey," last revised 10/2/2017, prepared by Taylor, Wiseman & Taylor, and from said beginning point runs; thence, leaving said northerly line of Sheridan Avenue, and along said common line of Lot 21 and 23.01;

1. N 01°01'43" E, a distance of 495.72 feet to a point; thence, leaving said common line, and passing through Lot 21 the following three (3) courses and distances,
2. S 88°37'35" E, a distance of 498.71 feet to a point of curvature; thence,
3. Along a curve to the right having a radius of 309.50 feet, an arc length of 205.55 feet, said curve having a chord bearing of S 69°36'01" E and distance of 201.79 feet to a point of tangency; thence,
4. S 50°34'27" E, a distance of 39.96 feet to a point at the intersection with the westerly Right-of-Way line of Stanton Avenue (49.5' wide); thence, along said Right-of-Way line,
5. S 01°01'43" W, a distance of 31.90 feet to a point; thence, leaving said Right-of-Way line and passing through Lot 21 the following four (4) courses and distances,
6. N 50°34'27" W, a distance of 59.77 feet to a point of curvature; thence,
7. Along a curve to the left having a radius of 284.50 feet, an arc length of 188.95 feet, said curve having a chord bearing of N 69°36'01" W and distance of 185.49 feet to a point of tangency; thence,
8. N 88°37'35" W, a distance of 473.56 feet to a point; thence,
9. S 01°01'43" W, a distance of 470.59 feet to a point on the first mentioned Right-of-Way line of Sheridan Avenue; thence, along said Right-of-Way line,
10. N 88°56'07" W, a distance of 25.00 feet to the POINT AND PLACE OF BEGINNING.

SAID ABOVE DESCRIBED TRACT OR PARCEL OF LAND, containing within said bounds 30,410 square feet, more or less.

11/06/17
Date

Samuel S. Previtera, PLS,
NJ Land Surveyor License #24GS03897600
NJ Certificate of Authorization No.24GA28032900

EXHIBIT B
(Drawing of Easement)

218570920v1

