

**TOWNSHIP OF ROCKAWAY
COUNTY OF MORRIS, STATE OF NEW JERSEY**

ORDINANCE O-22-07

**AN ORDINANCE TO AMEND A 1989 DEED OF UTILITY AND ACCESS EASEMENT
AND TO AMEND A 1989 DEED OF AN ACCESS EASEMENT FOR THE PROPERTY
CURRENTLY KNOWN AS LOT 3.06 IN BLOCK 22401 MORE COMMONLY KNOWN
AS R&K COMMONS**

WHEREAS, N.J.S.A. 40A:12-4 authorizes a municipality to acquire property; and

WHEREAS, N.J.S.A. 40A:12-5 requires that the acquisition of property by municipalities be accomplished by ordinance; and

WHEREAS, the Township of Rockaway (“Township”) was granted by the then owner of the subject property, Sammis Rockaway Associates (“Sammis”) a certain Deed of Utility and Access Easement dated July 24, 1989, recorded in the Office of the Clerk of Morris County in Book 3172, page 247 (the “Original Access and Utility Easement”) whereby the Township was granted access to the water utility over a portion of the subject property, which was then designated as being located at Lot 3.01, Block 20001, and which is the same property currently designated as a portion of Lot 3.06 in Block 22401 on the Official Tax Map of the Township of Rockaway, Morris County, New Jersey; and

WHEREAS, Sammis also granted to the Township a certain Deed of Access Easement dated July 24, 1989, recorded in the Office of the Clerk of Morris County in Book 3172, page 234 (the “Original Access Easement”) whereby Township was granted a certain easement for access only, over a portion of the subject property; and

WHEREAS, R&K Commons, LLC as Grantor of the Amended Easements that are the subject hereof, is a successor in interest to Sammis, having acquired the subject property by Deed dated May 22, 2020 and recorded on July 9, 2020 in the Office of the Clerk of Morris County in Deed Book 23813, page 493; and

WHEREAS, R&K Commons LLC is presently developing the Grantor Property for a multi-family residential apartment development, with a clubhouse, associated parking and amenities; and

WHEREAS, pursuant to the Original Access and Utility Easement, the Township was granted both an easement area for installation and maintenance of a water line (with associated utilities identified therein) connecting to a certain water tank located on the subject property; and

WHEREAS, the location and path of the Original Access Easements of 1989 interfered with the R&K Commons LLC’s development;

WHEREAS, the parties have agreed to amend the 1989 Easements in order to change their respective locations and paths by way of relocating a portion of the original Access Easement Area and by expanding a portion of the original Access and Utility Easement Area; and

WHEREAS, R&K Commons LLC and the Township Administration wish to amend the 1989 Easements in order to extinguish and relocate a portion of the existing Access Easement area, and to expand a portion of the Original Access and Utility Easement area, to their respective amended easement areas depicted and described in detail on Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, the Township wishes accept the amended easements and to authorize the mayor to sign an Amended Easement Agreement which is submitted herewith and made a part hereof by reference.

NOW THEREFORE BE IT ORDAINED by the Township Council of the Township of Rockaway as follows:

SECTION 1: The Township of Rockaway hereby accepts and authorizes the mayor to sign the Amended Easement Agreement applicable to the property that is the subject matter hereof, which grants two amended easements, which are depicted on Exhibit A, with both the Amended Easement Agreement and Exhibit A being submitted herewith and made a part hereof by reference. Such acceptance is made with the understanding that the amended easements along with Exhibit A and appropriate metes and bounds descriptions shall be recorded by the Township in the Office of the County Clerk at the sole cost and expense of R&K Commons, LLC.

SECTION 2. If any section, paragraph, article, subdivision, clause or provision of this Ordinance is, for any reason, held to be unconstitutional or otherwise invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

SECTION 3. All ordinances, resolutions and regulations or parts thereof inconsistent herewith hereby repealed to the extent of such inconsistency.

SECTION 4. Having passed a first reading, this Ordinance shall be published in the manner required by N.J.S.A. 40:49-6, at least once not less than ten (10) days prior to the time fixed for further consideration for final passage.

SECTION 5. Pursuant to N.J.S.A. 40:49-6, at least one week prior to the time fixed for final passage, a copy of the Ordinance, together with notice of the introduction, including time and place fixed for final passage, shall be mailed to every person whose land may be affected by the Ordinance.

SECTION 6. The Township Clerk shall, within sixty (60) days after the Ordinance becomes effective, file a certified copy thereof, under the seal of the Township of Rockaway, together with a copy of the proof of publication thereof, in the Office of the Clerk of Morris County, pursuant to N.J.S.A. 40:67-21.

SECTION 7. This Ordinance shall become effective after final passage and approval in accordance with law.

ATTEST
TOWNSHIP OF ROCKAWAY
STATE OF NEW JERSEY



Christina Clipperton,
Township Clerk



Howard Kritz, Council President



Joseph Jackson, Mayor

CERTIFICATION

I, Christina Clipperton, Township Clerk of the Township of Rockaway, County of Morris, State of New Jersey, do hereby certify that the foregoing is a true and accurate copy of an Ordinance introduced by the Township Council of the Township of Rockaway at a duly convened meeting held on February 8, 2022, and adopted at a duly convened meeting held on March 8, 2022.



Christina Clipperton, Township Clerk

PURPOSE

The purpose of this Ordinance is to formally accept the Amended Easements to ensure the Township's continuing access to the water line and tower on the subject property to ensure the continuing maintenance and viability of the water utility facilities which service not only the development commonly known as R&K Commons but also service other residences of the Township of Rockaway.

Introduction	Motion	Second	Yes	No	Abstain	Absent
D. Brookes	X		X			
R. Brookes			X			
E. Friedlander			X			
H. Kritz			X			
M. Noon			X			
A. Salberg		X	X			
J. Quinn			X			
J. Sackett			X			

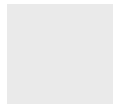
Adoption	Motion	Second	Yes	No	Abstain	Absent
J. Quinn	X		X			
E. Friedlander		X	X			
D. Brookes			X			
M. Noon			X			
A. Salberg			X			
R. Brookes			X			
P. Wojtowicz			X			
J. Sackett			X			
H. Kritz			X			



EXISTING ACCESS EASEMENT



PORTION OF ACCESS EASEMENT TO BE EXTINGUISHED



PROPOSED NEW & EXPANSION ACCESS EASEMENT

SHEREROOK AT ROCKAWAY, SECTION NO. 2 (MAP REF. #3)

EXISTING 20' WIDE ACCESS EASEMENT TO BE EXTINGUISHED
13,341 S.F. (0.31 A.C.)

AREA OF PROPOSED ACCESS EASEMENT
24,842 S.F. (0.57 A.C.)

EXISTING UTILITY & ACCESS EASEMENT

UTILITY AND ACCESS EASEMENT (WATER LINE AND TANK)
(PER D.B. 3172, PG. 247 & MAP REF. #1)

PROPOSED ACCESS EASEMENT

BLOCK 22401
LOT 3.06

EXISTING UTILITY & ACCESS EASEMENT

PROPOSED ACCESS EASEMENT

AREA OF PROPOSED ACCESS EASEMENT ADDITION
11,977 S.F. (0.28 A.C.)

EXISTING WATER TANK

UTILITY AND ACCESS EASEMENT (WATER LINE AND TANK)
(PER D.B. 3172, PG. 247 & MAP REF. #1)

10' WIDE UTILITY EASEMENT FOR H.U.P. & L.L. H.U. BELL AND ALL OTHER ASSIGNEES
(PER MAP REF. #1)

COMMONNS WAY

LOT 3.04

LOT 3.05
BLOCK 22401
"FINAL SUBDIVISION MAP, MORRIS COUNTY COMMONS"
(MAP REF. #2)



UTILITY ACCES EASEMENT KEY MAP

MORRIS COMMONS

BLOCK 22401, LOT 3.06
TOWNSHIP OF ROCKAWAY
MORRIS COUNTY, NEW JERSEY

DRAWN BY:
J.R.D.

DATE:
06/16/20

SCALE:
1"=120'

DRAWING NUMBER:

CSK-1

REV 1 BASE PLAN UPDATES, NO CHANGES TO EASEMENT. 12/14/21

Prepared by: Christopher H. Minks, Esq.
Attorney at Law

AMENDMENT TO UTILITY AND ACCESS EASEMENT
(Water Line and Water Tank)

THIS AMENDMENT TO UTILITY AND ACCESS EASEMENT (this “Agreement”) is made
this ____ day of February, 2022, by and between,

R&K Commons LLC, a limited liability company of the State of New Jersey,
having an address at 520 U.S. Highway 22, Post Office Box 6872, Bridgewater,
New Jersey 08807 (hereinafter, “**Grantor**”)

-and-

Township of Rockaway, a Municipal corporation of the State of New Jersey,
having an address at 5 Sylvan Way, Suite 100, Parsippany, New Jersey 07054
(hereinafter, “**Grantee**”)

BACKGROUND OF AGREEMENT

1. Grantee and Sammis Rockaway Associates, (“**Sammis**”) as grantor, entered into that certain Deed of Utility and Access Easement dated July 24, 1989, recorded in the Office of the Clerk of Morris County in Book 3172, page 247 (the “**Original Access and Utility Easement**”) whereby Grantee was granted a certain access and utility easement over a portion of that property then designated as being located at Lot 3.01, Block 20001, being the same property currently designated as a portion of Lot 3.06 in Block 22401 on the Official Tax Map of the Township of Rockaway, Morris County, New Jersey (the “**Grantor Property**”).

2. Grantee and Sammis, as grantor, entered into that certain Deed of Access Easement dated July 24, 1989, recorded in the Office of the Clerk of Morris County in Book 3172, page 234 (the “**Original Access Easement**”) whereby Grantee was granted a certain easement for access only, over a portion of the Grantor Property. Together, the Original Access Easement and the Original Access and Utility Easement are hereinafter sometimes referred to as the “Original Easements”.

3. Grantor is a successor in interest to Sammis, having acquired the Grantor Property by Deed dated May 22, 2020 and recorded on July 9, 2020 in the Office of the Clerk of Morris County in Deed Book 23813, page 493.

4. Grantor is presently developing the Grantor Property for a multi-family residential apartment development, with a clubhouse, associated parking and amenities (the “**Grantor Development**”). Pursuant to the Original Access and Utility Easement, Grantee was granted both an easement area for installation and maintenance of a water line (with associated utilities identified therein) connecting to that certain water tank located on the Grantor’s Property. Pursuant to the Original Access Easement, a portion of the originally located access easement interferes with the Grantor Development, and accordingly the parties have agreed to amend the Original Easements to extinguish and relocate a portion of the Access Easement, and to expand a portion of the Access and Utility Easement Area, as more specifically outlined and described herein.

5. Grantor and Grantee hereby agree to amend the Original Easements in order to extinguish and relocate a portion of the existing Access Easement area, and to expand a portion of the Original Access and Utility Easement area , to those respective amended easement areas depicted and described in detail on **Exhibit “A”** attached hereto, which Exhibit shall be substituted for and replace each Exhibit “A” attached to the Original Easements.

AGREEMENT

In consideration of the sum of Ten and 00/100 (\$10.00) Dollars in hand paid by Grantee to Grantor and for other good and valuable consideration, including the covenants, promises, terms, conditions and provisions set forth in this Agreement, the parties agree, as follows:

1. Relocation of Original Access Easement:

1.1 Grantor and Grantee do hereby agree to extinguish a portion of the Original Access Easement area granted to Grantee pursuant to the Original Access Easement which would conflict with the

Grantor Development, which extinguished portion is depicted as the cross-hatched portion of the Original Access Easement area on **Exhibit “A”** attached hereto labeled “Existing 20’ Wide Access Easement to be Extinguished” (the “**Extinguished Access Area**”). The Extinguished Access Area is further depicted in detail on **Exhibit “B”** attached hereto.

1.2 In the place and stead of the Extinguished Access Area, Grantor does hereby grant and convey unto Grantee a perpetual, non-exclusive access easement over that portion of Grantor’s property depicted and labeled “Area of Proposed Access Easement” on **Exhibit “A”** attached hereto (the “**Replacement Access Area**”) which Replacement Access Area runs through the driveways and aisles of the Grantor Development, so as to permit Grantee continued access to the water tank and Grantee’s water line and other utility lines installed within the Original Access and Utility Easement area (the “Utility Lines”) as contemplated in the Original Easements. The Replacement Access Area is further depicted in detail on **Exhibit “C”** attached hereto. Consistent with the rights granted to Grantee under the Original Access Easement, Grantee shall have the right to enter in and upon the Replacement Access Area to access the water tank and the Utility Lines located within the Original Access and Utility Easement area, consistent with the grant of access and subject to the conditions of such access as contained in the Original Access Easement agreement.

1.3 For any access by Grantee or any Grantee Party to the Replacement Access Area (i) involving heavy duty trucks, construction equipment, or other large vehicles and equipment other than passenger vehicles (which reference to passenger vehicles is intended to include light duty trucks or pickup trucks, and similar vehicles), or (ii) for the performance of maintenance, repair or construction work that will take greater than 24 hours to complete ((i) and (ii) being referred to herein as “**Extraordinary Access**”), Grantee agrees to provide not less than 48 hours prior written notice to Grantor, and Grantor’s property management designee at the Property, as Grantee may identify to Grantor in writing from time to time, which notice may be delivered by email, in order to afford Grantor and its property management designee

an opportunity to confirm that the Easement Area remains unobstructed, and to alert its residents of the Extraordinary Access. Notwithstanding the foregoing, however, Grantee shall not be required to provide prior written notice of such Extraordinary Access in the event same is required due to an emergency situation such as a flooding event resulting from a system failure or breach, provided however, in such event, Grantee shall nevertheless endeavor to provide telephonic or in person notice to Grantor or its on site property management of the situation and remedial efforts being undertaken.

2. Expansion of Original Access and Utility Easement.

2.1 In order to expand a portion of the area granted and conveyed to Grantee under the Original Access and Utility Easement, Grantor does hereby grant and convey unto Grantee a perpetual, non-exclusive access and utility easement over that portion of Grantor's property depicted and labeled "Area of Proposed Access Easement Addition" on **Exhibit "A"** attached hereto (the "**Access Easement Addition**") so as expand and connect the access and utility easements granted to Grantee under the Original Easement, as modified herein. The Access Easement Addition is further depicted in detail on **Exhibit "D"** attached hereto.

2.2 Consistent with the grant under the Original Access and Utility Easement, Grantee shall have the right to enter in and upon the Access Easement Addition to construct, maintain, renew, repair and remove a line or lines for the purposes of transporting water with associated below ground electric and telephone lines and the right to access, construct, maintain, renew and remove a water tank and/or tanks as the Grantee may deem reasonable, necessary and proper for the operation of said water line and water tank(s).

3. Except as modified herein, the existing access and utility easement granted to Grantee pursuant to the Original Access and Utility Easement, which easement is labeled "Existing Utility and Access Easement" on Exhibits "A" and "D" attached hereto (the "**Original Easement Area**"), shall remain unchanged, for the access and use by Grantee as contemplated under the Original Easements.

4. Together, the Original Easement Area (without the Extinguished Access Area), the Additional Access Area, and the Replacement Access Area shall constitute the overall “**Easement Area**” granted to Grantee hereunder.

5. Nothing in this Agreement shall serve to expand or increase Grantee’s rights in and to the Easement Area, same remaining consistent with the express purpose and intent of the Original Easements and for no other use or purpose.

6. Grantor shall be and remain free to use, in common with Grantee, the entire Easement Area and in particular, the right to use, occupy and enjoy the Replacement Access Area, including on, above or below the surface, for any purpose, including without limitation construction of buildings, structures and/or roads in connection with the Grantor Development, which does not unreasonably interfere with or prevent the safe access by Grantee to the Easement Area as contemplated in the Original Easement as modified by the terms of this Agreement. Any damage to the Utility Lines which may be caused as a result of the Grantor’s activities above or below the surface in the Easement Area, shall be the sole financial responsibility of the Grantor to repair or replace.

7. The parties mutually covenant and agree not to obstruct, impede, or interfere with the other’s use and access to the Easement Area.

8. Except for damage which may be caused by the Grantor’s activities, Grantee shall pay all costs related to the installation, repair, and maintenance of the Grantee’s water and related utility lines and the maintenance and upkeep of the Easement Area other than the Replacement Access Area, which shall be maintained by Grantor as part of its maintenance of the Grantor Development. Notwithstanding the foregoing, however, Grantee shall be and remain solely responsible for restoration and repair of any damage caused by Grantee or any Grantee Party to any or all of the Easement Area, including without limitation the Replacement Access Area, to the same condition that existed prior to Grantee’s access thereupon to the reasonable satisfaction of Grantor.

9. All decisions concerning maintenance of the Easement Area are reserved to the reasonable discretion of the Grantor, who will exercise such discretion in a manner which will not unreasonably frustrate the purpose of this Agreement for Grantee's use and access to the Easement Area, as contemplated under the Original Easement, as modified hereby.

10. Grantee shall be responsible to pay for, keep in full force and effect and maintain the insurance coverage set forth herein with respect to the Easement Area and shall name Grantor as an additional insured on its policies of insurance. At all times, Grantee shall maintain liability insurance covering the Easement Area in the minimum amount of Three Million and 00/100 (\$3,000,000.00) Dollars for injuries to one or more persons and for property damage, in the form of a combined, single limit coverage (which limit may be met under a combination of conventional coverage and excess umbrella policy). Grantee, upon request, shall provide Grantor with Certificates of Insurance confirming the coverage required under this Agreement, and confirming that it has named Grantor as an additional insured as its interest appears under this Agreement.

11. In the event Grantee permits its contractors, agents, licensees or representatives (each a "**Grantee Party**") to access the Easement Area, Grantee shall require each such Grantee Party to have liability insurance in the minimum amount of Three Million and 00/100 (\$3,000,000.00) Dollars for injuries to one or more persons and for property damage, in the form of a combined, single limit coverage (which limit may be met under a combination of conventional coverage and excess umbrella policy) and, upon request by Grantor, Grantee shall provide Grantor with insurance certificates from such entities confirming the coverage required under this Agreement, and confirming that it has named Grantor as an additional insured under this Agreement.

12. Release, Indemnity and Hold Harmless. Without limiting any indemnification of Grantor by Grantee contained in the Original Easements, Grantee shall be responsible, at its own expense to defend itself against, and agrees to release, hold harmless and indemnify Grantor, its managers, members,

employees, affiliate and agents (each a “**Grantor Party**”) from and for any and all suits, claims, losses, demands, expenses or damages arising out of or in connection with any negligent acts or omissions by the Grantee or any Grantee Party.

13. Miscellaneous Provisions

13.1 The easement hereby granted and reaffirmed, the restrictions hereby imposed, and all agreements herein contained, shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns, including, without limitation, all present and future tenants and owners of the respective premises owned by Grantor and Grantee and described above, respectively, and all persons claiming under or through them.

13.2 The parties intend and agree that this Agreement shall be recorded in the Book of Deeds in the Office of the Clerk of Morris County, New Jersey.

13.3 All notices necessary or relating to this Agreement shall be in writing and shall be served upon the respective parties at their respective addresses first set forth above, or at such other address as the parties may designate by a written notice served upon the other party from time to time. Any notices served hereunder shall simultaneously be served to the respective parties at their respective properties which are the subject of this Agreement. Written notices served personally shall be deemed effective upon personal delivery. Written notices served by registered or certified mail shall be deemed to have been received three (3) business days after proper mailing, postage prepaid. Notices served upon the record owner shall be effective as against such owner's tenants, and all persons claiming through them; it being understood and agreed that it shall be the responsibility of the record owner to assure that the notice is duly transmitted to such tenants, and all persons claiming through such record owner.

13.4 This Agreement shall be construed and enforced under the laws of the State of New Jersey. All obligations created hereunder shall be specifically enforceable by any court of competent jurisdiction.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year first above written.

WITNESS:

R&K COMMONS LLC

By: _____

Edward Russo
Manager

Date: _____

By: Majic Investment Corp., Manager

Date: _____

Name:
Title:

TOWNSHIP OF ROCKAWAY

By: _____

Name:
Title: Mayor

Date: _____

STATE OF NEW JERSEY)
COUNTY OF BERGEN)

On _____, 2022, before me, a notary public in the State of New Jersey, personally appeared Edward Russo personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Manager of R&K Commons LLC, and that by his signature on the instrument, the person or the entity on behalf of which the person acted, executed the instrument as voluntary act.

Name:
Title:

STATE OF NEW JERSEY)
COUNTY OF BERGEN)

On _____, 2022, before me, a notary public in the State of New Jersey, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as _____ of Majic Investment Corp, a Manager of R&K Commons LLC, and that by his signature on the instrument, the person or the entity on behalf of which the person acted, executed the instrument as voluntary act.

Name:
Title:

STATE OF NEW JERSEY)
COUNTY OF MORRIS)

On _____, 2022, before me, a notary public in the State of New Jersey, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as Mayor of the Township of Rockaway, Morris County, and that by his/her signature on the instrument, the person or the entity on behalf of which the person acted, executed the instrument as voluntary act.

Name:
Title:

EXHIBIT A

EXHIBIT B

EXHIBIT C

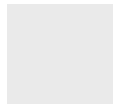
EXHIBIT D



EXISTING ACCESS EASEMENT



PORTION OF ACCESS EASEMENT TO BE EXTINGUISHED



PROPOSED NEW & EXPANSION ACCESS EASEMENT

SHEREROOK AT ROCKAWAY, SECTION NO. 2 (MAP REF. #3)

EXISTING 20' WIDE ACCESS EASEMENT TO BE EXTINGUISHED
13,341 S.F. (0.31 A.C.)

AREA OF PROPOSED ACCESS EASEMENT
24,842 S.F. (0.57 A.C.)

EXISTING UTILITY & ACCESS EASEMENT

UTILITY AND ACCESS EASEMENT (WATER LINE AND TANK)
(PER D.B. 3172, PG. 247 & MAP REF. #1)

PROPOSED ACCESS EASEMENT

BLOCK 22401
LOT 3.06

EXISTING UTILITY & ACCESS EASEMENT

PROPOSED ACCESS EASEMENT

AREA OF PROPOSED ACCESS EASEMENT ADDITION
11,977 S.F. (0.28 A.C.)

EXISTING WATER TANK

10' WIDE UTILITY EASEMENT FOR H.U.P. & L.L. H.A. SELL AND ALL OTHER ASSIGNEES (PER MAP REF. #1)

COMMONS WAY

UTILITY AND ACCESS EASEMENT (WATER LINE AND TANK)
(PER D.B. 3172, PG. 247 & MAP REF. #1)

LOT 3.05
BLOCK 22401
"FINAL SUBDIVISION MAP, MORRIS COUNTY COMMONS"
(MAP REF. #2)

LOT 3.04

20' WIDE DRAINAGE EASEMENT



UTILITY ACCES EASEMENT KEY MAP

MORRIS COMMONS

BLOCK 22401, LOT 3.06
TOWNSHIP OF ROCKAWAY
MORRIS COUNTY, NEW JERSEY

DRAWN BY:
J.R.D.

DATE:
06/16/20
SCALE:
1"=120'

DRAWING NUMBER:
CSK-1

REV 1 BASE PLAN UPDATES, NO CHANGES TO EASEMENT. 12/14/21

DEED DESCRIPTION
EXTINGUISHED 20' WIDE ACCESS EASEMENT
TAX MAP
LOT 3.06, BLOCK 22401
ROCKAWAY TOWNSHIP
MORRIS COUNTY, NEW JERSEY

BEGINNING at a point in a westerly sideline of Commons Way (width varies), said point being westerly along said sideline, on a curve bearing to the left having a radius of 97.00 feet with an arc distance of 96.98 feet from the common dividing line between Lot 3.06 and Lot 3.07, Block 22401 where said dividing line intersects the northerly sideline of said Commons Way; thence

1. Southerly along said sideline, on a curve bearing to the left having a radius of 97.00 feet with an arc distance of 29.08 feet to a point; thence

Crossing said Lot 3.06, Block 22401 the following 6 courses:

2. South 82° 13' 08" West, a distance of 144.37 feet to a point of curvature; thence
3. Westerly along a curve bearing to the left having a radius of 110.00 feet with an arc distance of 87.69 feet to a point of tangency; thence
4. South 36° 32' 38" West, a distance of 83.53 feet to a point of curvature; thence
5. Westerly along a curve bearing to the right having a radius of 770.00 feet with an arc distance of 140.89 feet to a point of tangency; thence
6. South 47° 01' 38" West, a distance of 123.45 feet to a point; thence
7. South 38° 47' 50" West, a distance of 91.13 feet to a point in the easterly line of a utility easement; thence
8. North 51° 12' 11" West, along said utility and access easement, a distance of 20.00 feet to a point; thence
9. North 38° 47' 50" East, a distance of 92.57 feet to a point; thence

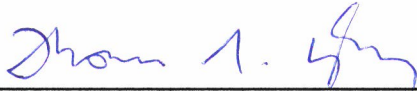
Crossing said Lot 3.06, Block 22401 the following 5 courses:

10. North 47° 01' 38" East, a distance of 124.89 feet to a point of curvature; thence
11. Easterly along a curve bearing to the left having a radius of 750.00 feet with an arc distance of 137.23 feet to a point of tangency; thence
12. North 36° 32' 38" East, a distance of 83.53 feet to a point of curvature; thence
13. Easterly along a curve bearing to the right having a radius of 130.00 feet with an arc distance of 103.63 feet to a point of tangency; thence
14. North 82° 13' 08" East, a distance of 123.41 feet to the Point and Place of Beginning.

DEED DESCRIPTION
EXTINGUISHED 20' WIDE ACCESS EASEMENT
TAX MAP
LOT 3.06, BLOCK 22401
ROCKAWAY TOWNSHIP
MORRIS COUNTY, NEW JERSEY

CONTAINS: 13,341 square feet more or less and being subject to easements and restrictions of record, if any.

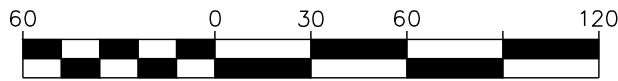
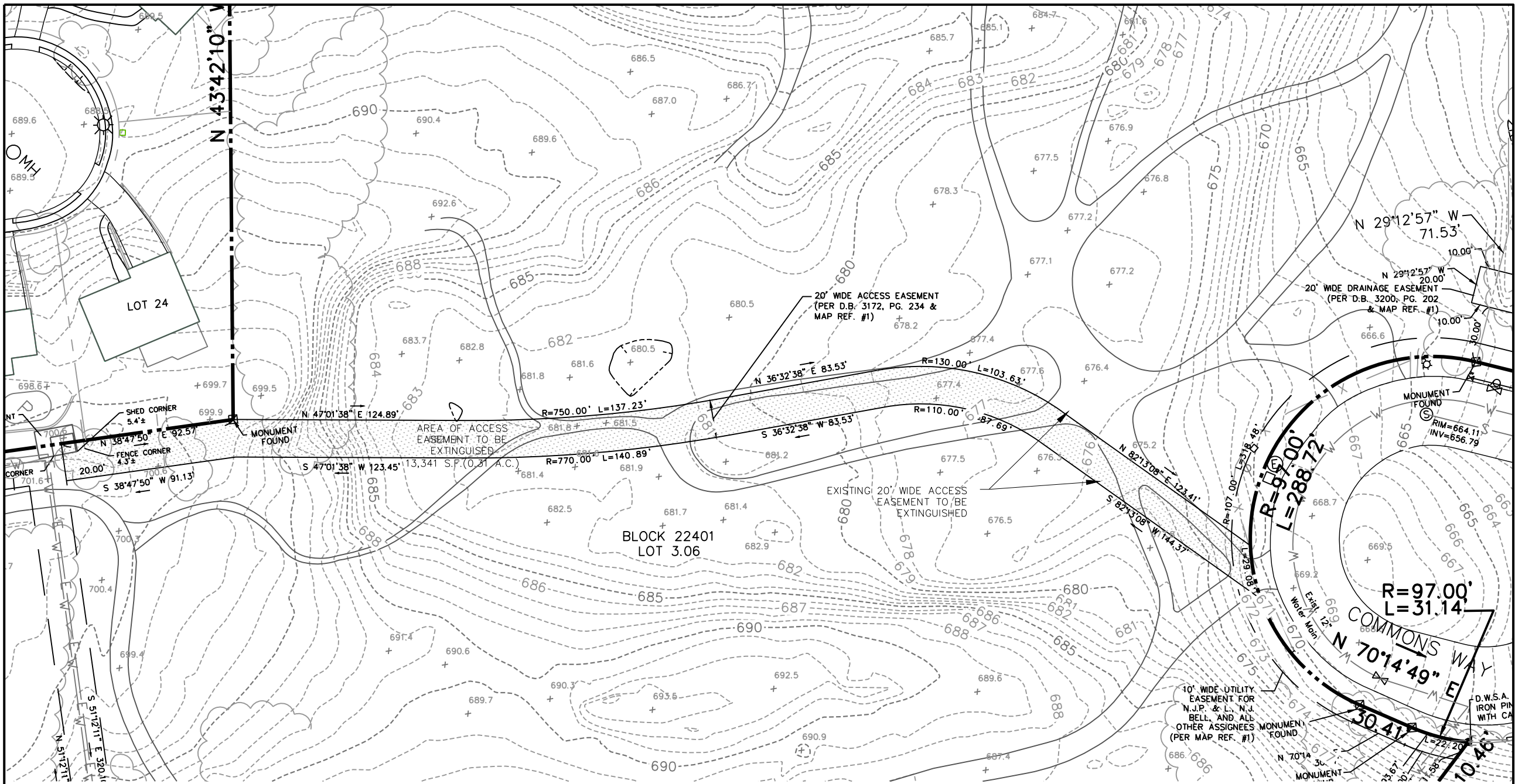
The foregoing description was prepared in accordance with a plan entitled, "EXISTING WATER ACCESS EASEMENT MAP, MORRIS COMMONS, BLOCK 22401, LOT 3.06, TOWNSHIP OF ROCKAWAY, MORRIS COUNTY, NEW JERSEY" prepared Russo Development, L.L.C., dated June 10, 2020.



THOMAS J. MURPHY, P.L.S. LIC. #24GS03720700

DW SMITH ASSOCIATES, LLC
1450 STATE ROUTE 34
WALL TOWNSHIP, NEW JERSEY 07753

BY: _____
TYPED BY: _____
CHECKED BY: _____



SCALE: 1"=60'



EXISTING WATER ACCESS EASEMENT MAP
MORRIS COMMONS
 BLOCK 22401, LOT 3.06
 TOWNSHIP OF ROCKAWAY
 MORRIS COUNTY, NEW JERSEY

DRAWN BY: J.R.D.	DATE: 06/10/20	DRAWING NUMBER:
	SCALE: 1"=60'	CSK-1.1

DEED DESCRIPTION

ACCESS EASEMENT

TAX MAP

LOT 3.06, BLOCK 22401

ROCKAWAY TOWNSHIP

MORRIS COUNTY, NEW JERSEY

BEGINNING at a point in a westerly sideline of Commons Way (width varies), said point being westerly along said sideline, on a curve bearing to the left having a radius of 97.00 feet with an arc distance of 85.65 feet from the common dividing line between Lot 3.06 and Lot 3.07, Block 22401 where said dividing line intersects the northerly sideline of said Commons Way; thence

1. Southerly along said sideline, on a curve bearing to the left having a radius of 97.00 feet with an arc distance of 24.20 feet to a point; thence

Crossing over said Lot 3.06, Block 22401 the following 15 courses:

2. North 72° 06' 10" West, a distance of 84.78 feet to a point; thence
3. North 43° 16' 34" West, a distance of 42.70 feet to a point; thence
4. South 46° 47' 13" West, a distance of 297.55 feet to a point; thence
5. South 43° 12' 49" East, a distance of 243.47 feet to a point; thence
6. South 46° 47' 11" West, a distance of 213.42 feet to a point; thence
7. South 79° 52' 24" West, a distance of 112.21 feet to a point; thence
8. South 38° 47' 50" West, a distance of 21.87 feet to a point in the easterly line of an existing utility and access easement; thence
9. North 51° 12' 10" West, along the easterly line of said utility and access easement a distance of 24.00 feet to a point; thence
10. North 38° 47' 50" East, a distance of 30.86 feet to a point; thence
11. North 79° 52' 24" East, a distance of 114.07 feet to a point; thence
12. North 46° 47' 11" East, a distance of 182.29 feet to a point; thence
13. North 43° 12' 28" West, a distance of 243.48 feet to a point; thence
14. North 46° 47' 16" East, a distance of 345.50 feet to a point; thence
15. South 43° 16' 34" East, a distance of 60.57 feet to a point; thence
16. South 72° 13' 29" East, a distance of 78.33 feet to the point and Place of Beginning.

CONTAINS: 24,842 square feet more or less and being subject to easements and restrictions of record, if any.

DEED DESCRIPTION
ACCESS EASEMENT
TAX MAP
LOT 3.06, BLOCK 22401
ROCKAWAY TOWNSHIP
MORRIS COUNTY, NEW JERSEY

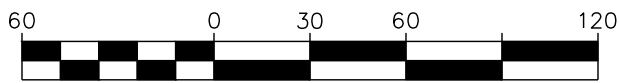
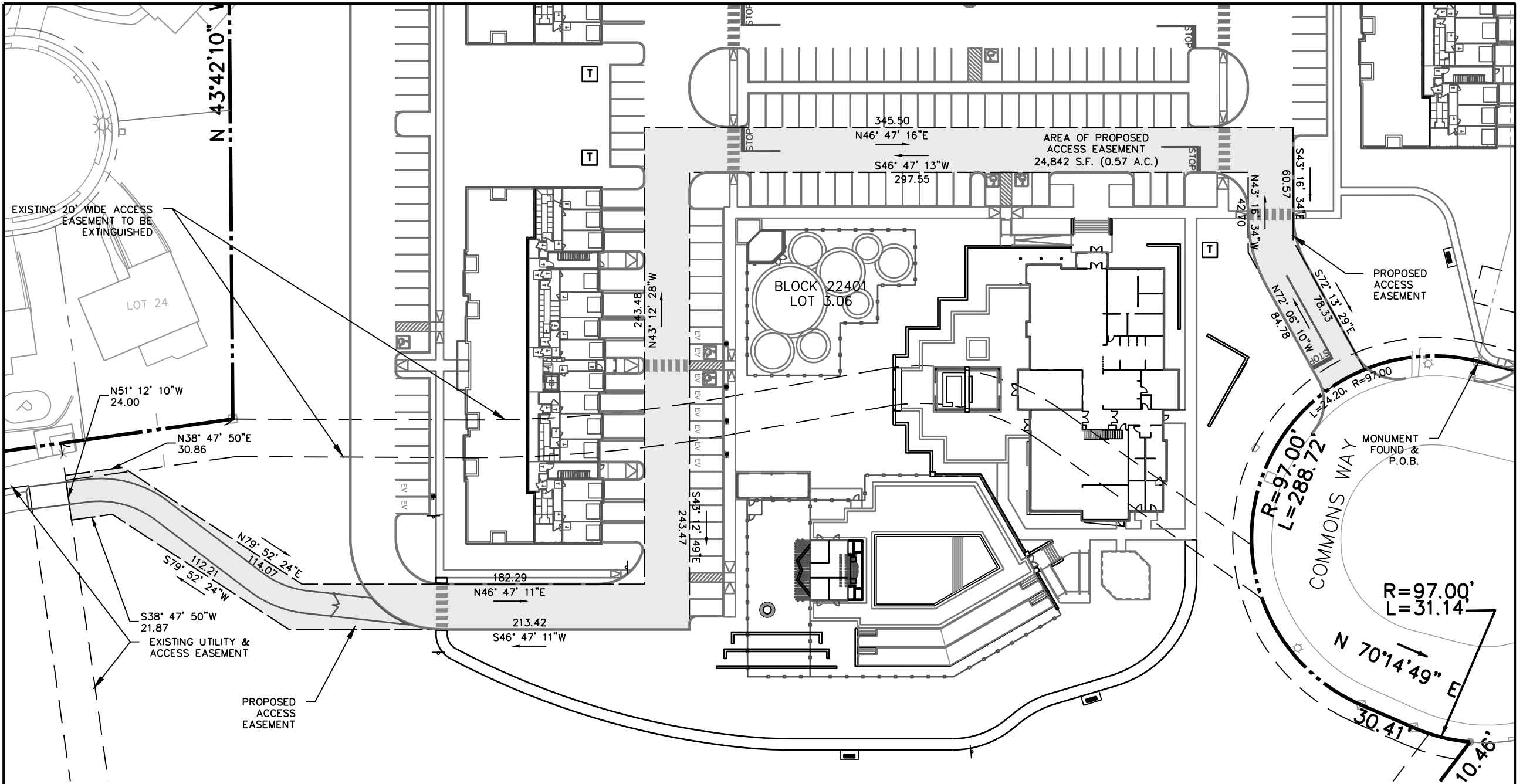
The foregoing description was prepared in accordance with a plan entitled, "PROPOSED ACCESS EASEMENT MAP, MORRIS COMMONS, BLOCK 22401, LOT 3.06, TOWNSHIP OF ROCKAWAY, MORRIS COUNTY, NEW JERSEY" prepared Russo Development, L.L.C., dated June 10, 2020.



THOMAS J. MURPHY, P.L.S. LIC. #24GS03720700

DW SMITH ASSOCIATES, LLC
1450 STATE ROUTE 34
WALL TOWNSHIP, NEW JERSEY 07753

BY: _____
TYPED BY: _____
CHECKED BY: _____



SCALE: 1"=60'



R RUSSO
 DEVELOPMENT,
 L.L.C.

PROPOSED ACCESS EASEMENT MAP

MORRIS COMMONS
 BLOCK 22401, LOT 3.06
 TOWNSHIP OF ROCKAWAY
 MORRIS COUNTY, NEW JERSEY

DRAWN BY: J.R.D.	DATE: 06/10/20	DRAWING NUMBER:
	SCALE: 1"=60'	CSK-1.2

REV 2 REVISED EASEMENT RADIUS AT R.O.W. 02/03/22
 REV 1 BASE PLAN UPDATES, NO CHANGES TO EASEMENT. 12/14/21

Job No. 10-436.00
July 13, 2020

DEED DESCRIPTION

ACCESS EASEMENT

TAX MAP

LOT 3.06, BLOCK 22401

ROCKAWAY TOWNSHIP

MORRIS COUNTY, NEW JERSEY

BEGINNING at a point in Tax Lot 3.06, Block 22401, said point being located the following two courses from the monument found in the westerly line of said Tax Lot 3.06, Block 22401:

- A. South 38° 47' 49" West, along said westerly line of Tax Lot 3.06, Block 22401, a distance of 112.56 feet to a point; thence
- B. South 51° 12' 11" East, crossing said Lot 3.06, Block 22401, a distance of 20.00 feet to said beginning point; thence

Crossing said Lot 3.06, Block 22401 the following 14 courses:

1. South 51° 12' 11" East, a distance of 14.59 feet to a point; thence
2. South 37° 25' 58" West, a distance of 154.12 feet to a point; thence
3. South 41° 22' 05" West, a distance of 149.25 feet to a point; thence
4. South 39° 03' 49" West, a distance of 79.40 feet to a point; thence
5. South 35° 59' 09" West, a distance of 113.01 feet to a point; thence
6. South 32° 54' 27" West, a distance of 91.42 feet to a point; thence
7. South 20° 28' 18" West, a distance of 66.10 feet to a point; thence
8. South 33° 19' 25" East, a distance of 19.98 feet to a point; thence
9. South 39° 50' 00" West, a distance of 11.12 feet to a point; thence
10. North 50° 09' 01" West, a distance of 11.67 feet to a point; thence
11. North 05° 09' 01" West, a distance of 52.09 feet to a point; thence
12. North 32° 30' 35" East, a distance of 319.14 feet to a point; thence
13. North 47° 47' 49" East, a distance of 109.05 feet to a point; thence
14. North 38° 47' 49" East, a distance of 203.75 feet to the point and Place of Beginning.

CONTAINS: 11,977 square feet more or less and being subject to easements and restrictions of record, if any.

The foregoing description was prepared in accordance with a plan entitled, "PROPOSED ACCESS EASEMENT MAP, MORRIS COMMONS, BLOCK 22401, LOT 3.06, TOWNSHIP OF ROCKAWAY, MORRIS COUNTY, NEW JERSEY" prepared Russo Development, L.L.C., dated June 10, 2020.


THOMAS J. MURPHY, P.L.S. LIC. #24GS03720700

DW SMITH ASSOCIATES, LLC
1450 STATE ROUTE 34
WALL TOWNSHIP, NEW JERSEY 07753

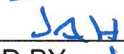


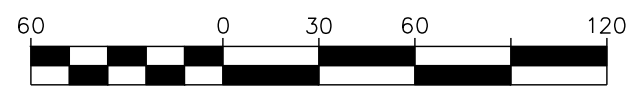
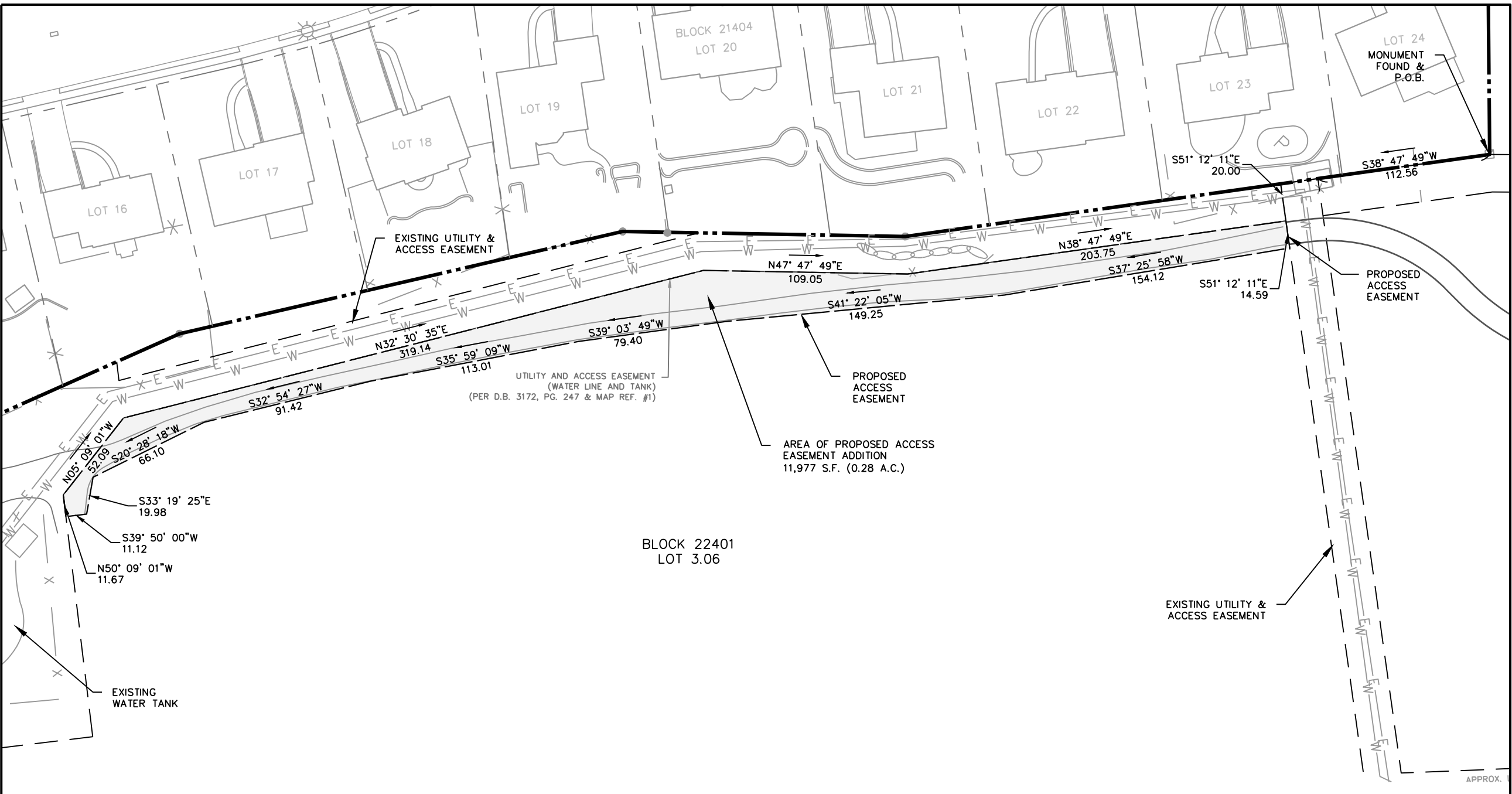
BY: 
TYPED BY: 
CHECKED BY: 

EXHIBIT "D" - ACCESS EASEMENT ADDITION



SCALE: 1"=60'



R RUSSO DEVELOPMENT, L.L.C.

PROPOSED ACCESS EASEMENT MAP
 MORRIS COMMONS
 BLOCK 22401, LOT 3.06
 TOWNSHIP OF ROCKAWAY
 MORRIS COUNTY, NEW JERSEY

DRAWN BY: J.R.D.	DATE: 06/10/20	DRAWING NUMBER:
	SCALE: 1"=60'	CSK-1.3