



Township of Hillsborough

COUNTY OF SOMERSET
MUNICIPAL BUILDING
379 SOUTH BRANCH ROAD
HILLSBOROUGH, NEW JERSEY 08844

TELEPHONE
(908) 369-4313

www.hillsborough-nj.org

ORDINANCE 2016-05

**ORDINANCE AUTHORIZING ACCEPTANCE OF DEED OF
DEDICATION AND CONSERVATION EASEMENT FOR BUFFER
AREA FROM PIERSON PROPERTIES, LLC, FOR THE PROPERTY
IDENTIFIED ON THE TAX MAP OF THE TOWNSHIP OF
HILLSBOROUGH AS BLOCK 151.09, LOT 220**

WHEREAS, on September 10, 2015, Pierson Properties, LLC, obtained from the Township of Hillsborough Planning Board Minor Site Plan approval for Application #15-PB-05-MSRV, memorialized by Resolution dated January 7, 2016; and

WHEREAS, the Resolution of approval requires Pierson Properties, LLC, to grant to the Township of Hillsborough the following Dedication and Easement attached hereto:

1. Deed of Dedication for a Right of Way along Valley Road for a portion of Block 151.09, Lot 220; and
2. Conservation Easement for Buffer Area for a portion of Block 151.09, Lot 220.

WHEREAS, the Hillsborough Township Attorney reviewed the Deed of Dedication and Conservation Easement for Buffer Area and finds them to be acceptable.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Hillsborough, County of Somerset, State of New Jersey, that it hereby authorizes the acceptance of the above listed and attached Deed of Dedication and Conservation Easement for Buffer Area.

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


ATTEST:

TOWNSHIP OF HILLSBOROUGH

Pamela Borek, Clerk

Frank DelCore, Mayor

Introduced: 04/26/16
Published: 05/06/16
Public Hearing: 05/24/16
Adopted:
Publication:

Prepared by: 
Alexander G. Fisher, Esq.

CONSERVATION EASEMENT FOR BUFFER AREA
Block 151.09, Lot 220, Hillsborough Township, Somerset County, New Jersey

This Conservation Easement for Buffer Area (“Easement”) is made this ____ day of _____, 2016, by and between **Pierson Properties, LLC**, with offices located at 426 Swedesboro Road, Pilesgrove, New Jersey 08098 (“Grantor”) and the **Township of Hillsborough**, a municipal corporation of the State of New Jersey with principle offices located at 379 South Branch Road, Hillsborough, New Jersey (“Grantee”).

WHEREAS, Grantor is the fee simple owner of the property identified on the Tax Map of the Township of Hillsborough, County of Somerset, State of New Jersey, as Block 151.09, Lot 220, and more commonly known as 340 Valley Road, Hillsborough, New Jersey (“Property”); and

WHEREAS, Grantor filed Application No.: 15-PB-05-MSRV with the Township of Hillsborough Planning Board (“Board”) for approval of a minor site plan and variances for existing conditions to operate an outdoor manufacturing asphalt production facility and related office space at the Property; and

WHEREAS, the Board adopted a memorializing Resolution on January 7, 2016 approving Grantor’s Application; and

WHEREAS, the approval of the Board requires Grantor to comply with all the terms, conditions and recommendations contained in the memorializing Resolution and the reports of the Board’s professionals which included the report of the Board Planning Consultant, Marcia Shiffman, P.P., AICP, L.L.A., Maser Consulting, P.A., dated June 4, 2015; and

WHEREAS, the terms, conditions and recommendations contained in the memorializing Resolution and in the report of the Board Planning Consultant, Marcia Shiffman, P.P., AICP, L.L.A., Maser Consulting, P.A., dated June 4, 2015, requires Grantor to provide Grantee with this Easement.

NOW, THEREFORE, Grantor, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration does hereby grant to Grantee and its successors and assigns forever this Easement subject to the following terms and conditions:

1. This Easement is granted for the purpose of maintaining the landscaping, trees, and vegetation within the Easement as a buffer to the outdoor storage and manufacturing operations at the Property so said outdoor storage and manufacturing operations are not visible from any adjacent property or public street. This Easement shall not prohibit the maintenance or installation of improvements within the Easement as approved by the Board. This Easement shall not require the top portion of the silos that will be installed on the Property pursuant to the approved plans be completely buffered and not visible from any adjacent property or public street as the height of said silos will extend above the height of the buffer.

2. This Easement shall run with the land in perpetuity and be binding upon Grantor and Grantor's heirs, successors and assigns. The use of the term Grantor herein shall include Grantor's heirs, successors and assigns in perpetuity.

3. The use of the term Grantee herein shall include Grantee's agents, employees, successors and assigns.

4. The Metes and Bounds Description for the area subject to this Easement is attached hereto as **Schedule A**.

5. Grantor shall continuously maintain the landscaping, trees and vegetation within the Easement as a buffer to the outdoor storage and manufacturing operations at the Property so said outdoor storage and manufacturing operations are not visible from any adjacent property or public street. Grantor shall provide landscaping, plant trees and plant vegetation within the Easement as may be necessary or as may be directed by Grantee to maintain the buffer so outdoor storage and manufacturing operations at the Property are not visible from any adjacent property or public street. The obligations set forth in this Easement shall apply whether or not manufacturing operations are ongoing at the Property.

6. Grantor hereby grants Grantee access to the Property for the purpose of inspection of the buffer to ensure compliance with the terms and conditions of this Easement. Such inspection shall be at times deemed appropriate by Grantee and may be conducted without prior notification to Grantor.

7. In the event Grantee determines the buffer at the Property is in need of landscaping, maintenance, or the planting of any trees and vegetation, Grantor shall perform such landscaping, maintenance, or planting of trees and vegetation as directed by Grantee within thirty (30) of receiving notification from Grantee. In the event Grantor fails to comply, Grantee may enter upon the Property and perform such landscaping, maintenance, or planting of trees and vegetation as deemed necessary by Grantee. Nothing herein shall require Grantee to act or provide landscaping, maintenance, or planting of trees and vegetation within the Easement to maintain the intended buffer. This provision merely gives Grantee the right, but not the duty or obligation to act.

8. In the event Grantee, at its sole discretion, determines an emergency affecting the

public health and safety exists requiring immediate maintenance of the Easement, Grantee shall attempt to notify Grantor personally, by telephone or by email. In the event Grantor cannot be reached or refuses to take immediate action to maintain the Easement, Grantee may enter upon the Property and perform such maintenance as deemed necessary to protect the public health and safety. Nothing herein shall require Grantee to act or provide any maintenance of the Easement. This provision merely gives Grantee the right, but not the duty or obligation to act.

9. In the event permits are required for the performance of any landscaping, maintenance, or the planting of any trees and vegetation within the Easement and Grantor fails to complete and execute the applications for such permits within seven (7) days of request by Grantee to do so, Grantee shall be designated and authorized to complete and execute the applications on behalf of Grantor.

10. In the event Grantee performs landscaping, maintenance, or the planting of any trees and vegetation within the Easement pursuant to the terms of this Easement, Grantor shall be liable and agrees to reimburse Grantee for all costs and expenses associated therewith. Such costs and expenses shall be due and payable by Grantor to Grantee within thirty (30) calendar days of Grantee's request for reimbursement and shall be a lien upon the Property and payable as any other taxes pertaining to the Property.

11. Any costs, expenses or attorney's fees incurred by Grantee to obtain Grantor's compliance with this Easement or Grantor's obligations hereunder shall be considered a lien upon the Property and payable by Grantor to Grantee as any other taxes pertaining to the Property.

12. This Easement shall be governed by the laws of the State of New Jersey. All disputes of or arising out of this Easement shall be venued in the Somerset County Superior Court, Somerville, New Jersey.

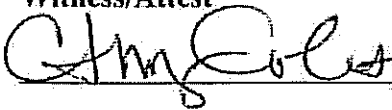
13. The provisions of the Easement may not be amended, modified or terminated without the express written consent and formal action of the Township of Hillsborough governing body.

14. Grantor covenants that it is lawfully seized of the Property and has the right and authority to execute and grant this Easement in favor of Grantee.

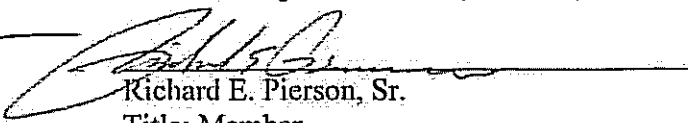
15. The individuals executing this Easement on behalf of Grantor and Grantee represent they are fully authorized to do so and are fully authorized to bind the respective Grantor and Grantee to all the terms and conditions of this Easement.

IN WITNESS WHEREOF, Grantor and Grantee hereby execute this Easement for the purposes herein expressed as of the day and year first written above.

Witness/Attest



Pierson Properties, LLC (Grantor)



Richard E. Pierson, Sr.
Title: Member

Witness/Attest

Township of Hillsborough (Grantee)

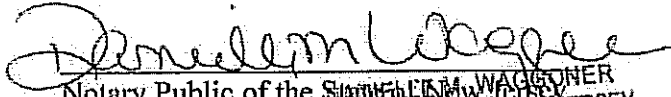
Frank DeCore, Mayor

STATE OF NEW JERSEY:

SS.:

COUNTY OF SOMERSET:

I CERTIFY that on 4/7/16, 2016, Richard E. Pierson, Sr. personally came before me and acknowledged under oath, to my satisfaction that: (a) this person executed and delivered this Easement as an Authorized Member of Grantor; (b) this person is fully authorized to execute and deliver this Easement on behalf of Grantor; and (c) this person executed and delivered this Easement on behalf of Grantor voluntarily for the purposes set forth herein for \$1.00 as the full and actual consideration paid or to be paid.


Notary Public of the State of New Jersey
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/16/2020

STATE OF NEW JERSEY :

: SS.:

COUNTY OF SOMERSET :

I CERTIFY that on _____, 2016, Pamela Borek personally came before me and acknowledged under oath, to my satisfaction that: (a) this person is the Clerk of the Township of Hillsborough, the municipal corporation named in this Easement; (b) this person is the attesting witness to the execution of this Easement by Frank DelCore, Mayor of the Township of Hillsborough; and (c) this Easement was executed and delivered by the Township of Hillsborough as its voluntary act duly authorized by the Hillsborough Township Committee.

Notary Public of the State of New Jersey

RECORD AND RETURN TO:

William J. Willard, Esq.
DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059



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Daniel A. Nogy, L.S. & P.P.
Samuel D. Costanzo, P.E. & P.P.

February 16, 2016

**Metes and Bounds Description
of a 20' Wide Conservation Easement along Valley Road and
Through Lot 220 in Block 151.09 on the
Hillsborough Township Tax Map**

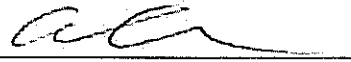
Beginning at a point in the proposed southerly right-of-way line of Valley Road, said point being located South three degrees, twenty-one minutes, twenty-nine seconds East (S03°-21'-29"-W) a distance of forty and one hundredth feet (40.01') from a point in the centerline of Valley Road, said centerline point being the Northwest corner of Lot 220 in Block 151.09, said centerline point also being Easterly a distance of one thousand ninety five plus/minus feet (1,095'+/-), along the centerline of Valley Road from the intersection of the centerline of Valley Road with the centerline of Auten Road, and from said point of beginning running; thence (1) along said proposed southerly right-of-way line of Valley Road, South eighty-seven degrees, thirty-four minutes, thirty-nine seconds East (S-87°-34'-39"-E) a distance of four hundred fifty-two and sixteen hundredths feet (452.16') to a point; thence (2) still along said southerly right-of-way line of Valley Road, South eighty-seven degrees, fifty-four minutes, seven seconds East (S-87°-54'-07"-E) a distance of four hundred thirty-four and ninety-five hundredths feet (434.95') to a point; thence (3) along the Easterly property line of Lot 220 in Block 151.09, South one degree, thirty-nine minutes, sixteen seconds West (S-01°-39'-16"-W) a distance of twenty and zero hundredths feet (20.00') to a point; thence (4) through the lands of Lot 220 in Block 151.09, and twenty feet (20') from the proposed southerly right-of-way line of Valley Road, North eighty-seven degrees, fifty-four minutes, seven seconds West (N-87°-54'-07"-W) a distance of four hundred thirty-five and sixteen hundredths feet (435.16) to a point; thence (5) still through the lands of Lot 220 in Block 151.09 and twenty feet (20') from said proposed southerly right-of-way line of Valley Road, North eighty-seven degrees, thirty-four minutes, thirty-nine seconds West (N-87°-34'-39"-W) a distance of four hundred fifty-two and fifty-four hundredths feet (452.54') to a point; thence (6) along the Westerly property line of Lot 220 in Block 151.09, North three degrees, twenty-one minutes, twenty-nine seconds East (N-03°-21'-29"-E) a distance of twenty and zero hundredths feet (20.00') to the point and place of beginning.

Containing 0.4074 acres of land.

The herein described lands are for a 20' Wide Conservation Easement dedication along Valley Road through Lot 220 in Block 151.09 on the Hillsborough Township Tax Map. These lands are as shown on a plan entitled "Site Plan for Block 151.09 Lot 220 (Formerly Block 151 Lot 2) situated in Hillsborough Township, Somerset County, New Jersey" as prepared by Van Cleef Engineering Associates as revised February 16, 2016.

A handwritten signature in cursive script that reads "Pamela Mathews".

Pamela Mathews, New Jersey Professional Engineer & Land Surveyor
License No. 41181

Prepared by: 
Alexander G. Fisher, Esq.

Deed of Dedication

THIS DEED is made on this ____ day of _____, 2016,

BETWEEN

Pierson Properties, LLC, whose post office address is 426 Swedesboro Road, Pilesgrove, New Jersey 08098, referred to as the "Grantor", and

Township of Hillsborough, a municipal corporation of the State of New Jersey whose post office address is 379 South Branch Road, Hillsborough, New Jersey 08844, referred to as the "Grantee".

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **One Dollar (\$1.00)**. The Grantor acknowledges the receipt and sufficiency of this money.

2. Tax Map Reference (N.J.S.A. 46.15-1.1) Municipality of **Hillsborough**, a Portion of Block No. **151.09**, Lot No. **220**

3. Property. The Property consists of **0.8141 acres** of land in the **Township of Hillsborough**, County of **Somerset**, and State of New Jersey as conveyed hereunder and is further described in the Legal Description attached hereto and made a part hereof as **Schedule A**.

Being and intended to be a **PORTION** of the premises conveyed to Pierson Properties, LLC, by Deed from Penn Jersey Certified Concrete, Inc., dated March 20, 2015. The Property is dedicated as a right-of-way in accordance with the Resolution of Approval from the Township of Hillsborough Planning Board (#15-PB-05-MSRV) dated January 7, 2016.

The foregoing premises being dedicated to the said Township of Hillsborough, in the County of Somerset, a municipal corporation of the State of New Jersey as a right of way and for any and all lawful public purposes associated with use as a right of way, including, but not limited to, widening and building of public roadways and installation and maintenance of improvements, facilities and appurtenances with reference to said road, street and highway system of Hillsborough Township.

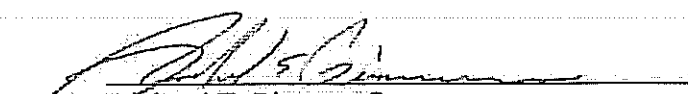
4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

Witness/Attest

Pierson Properties, LLC (Grantor)

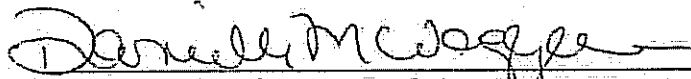



Richard E. Pierson, Sr.
Title: Member

STATE OF NEW JERSEY)
)
COUNTY OF SOMERSET)

ss.:

I CERTIFY that on 9/7/16, 2016, Richard E. Pierson, Sr., personally came before me and stated to my satisfaction that this person: (a) executed and delivered this Deed as an Authorized Member of Grantor; (b) this person is fully authorized to execute and deliver this Deed on behalf of Grantor; and (c) this person executed and delivered this Deed on behalf of Grantor voluntarily for the purposes set forth herein for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title.



Notary Public of the State of New Jersey
DANIEL MCGONNER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/18/2020

RECORD AND RETURN TO:

William J. Willard, Esq.
DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C.
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Warren, New Jersey 07059



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Daniel A. Nagy, L.S. & P.P.
Samuel D. Costanzo, P.E. & P.P.

February 4, 2016

**Metes and Bounds Description
of a Right-of-Way Dedication along Valley Road and
Through Lot 220 in Block 151.09 on the
Hillsborough Township Tax Map**

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Robert B. Heibell

Robert B. Heibell, New Jersey Professional Engineer & Land Surveyor
License No. 20792

F:\Jobfile\1508F_Jing\Cor\M&BD\ROW Ded Valley Rd-220-Block 151.09-RB1-sc-2-1-16.doc

Please Reply To:

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