



Tim Prime <tim@primelaw.com>

post office lane easement, medford

12 messages

pfxmlanduse@aol.com <pfxmlanduse@aol.com>

Wed, Mar 8, 2023 at 8:36 AM

Reply-To: pfxmlanduse@aol.com

To: "tim@primelaw.com" <tim@primelaw.com>, "cnoll@erinj.com" <cnoll@erinj.com>

Cc: "ken@mvcc-nj.com" <ken@mvcc-nj.com>

Good morning Tim,

Kenny asked me to look over the proposed easement document. My understanding was Chris Noll was doing the metes and bounds and I assume a plan of the easement area showing that. These materials were not attached to the drafts of the easement.

I'd like to see the metes and bounds description and the plan. The 10' alley changing is apparently changing some, especially near Charles Street, so those materials should clarify how much and where.

Please call me if you have any questions.

Pat

Patrick F. McAndrew, Esq.

Mail: P.O. Box 88, Haddon Hts., NJ 08035

Conf: 7A North Main St., Medford, NJ 08055 (by appt)

Tel: _____

Tim Prime <tim@primelaw.com>

Wed, Mar 8, 2023 at 9:26 AM

To: pfxmlanduse@aol.com

Cc: "cnoll@erinj.com" <cnoll@erinj.com>, "ken@mvcc-nj.com" <ken@mvcc-nj.com>, Scott Taylor

<Staylor@tdgplanning.com>

Hi Pat,

I am glad Kenny had someone look at the easement on his behalf. I have attached the plan prepared by Scott Taylor (which I had previously given to Kenny with the initial draft). Chris is preparing the metes and bounds legal description and will send it to us shortly.

Please let me know if you have any questions.

Thanks, Tim

Timothy M. Prime, Esquire

PRIME LAW LOGO--medium

South Jersey Office

14000 Horizon Way, Suite 325

Mount Laurel, New Jersey 08054

Phone: _____

pfxmlanduse@aol.com <pfxmlanduse@aol.com>

Wed, Mar 8, 2023 at 9:53 AM

Reply-To: pfxmlanduse@aol.com

To: "tim@primelaw.com" <tim@primelaw.com>

Cc: "cnoll@erinj.com" <cnoll@erinj.com>, "ken@mvcc-nj.com" <ken@mvcc-nj.com>, "Staylor@tdgplanning.com" <Staylor@tdgplanning.com>

Tim,

I know the street situation generally since my office is next door. My only question was the metes and bounds and a plan showing the specific easement area. Scott's plan was more of a proposed development plan and I just want to be clear on where the easement area is specifically located.

Kenny is also pulling his deed and title report.

Hope all's well.

Pat

Patrick F. McAndrew, Esq.

Mail: P.O. Box 88, Haddon Hts., NJ 08035

Conf: 7A North Main St., Medford, NJ 08055 (by appt)

Tel: 

-----Original Message-----

From: Tim Prime <tim@primelaw.com>

To: pfxmlanduse@aol.com

Cc: cnoll@erinj.com <cnoll@erinj.com>; ken@mvcc-nj.com <ken@mvcc-nj.com>; Scott Taylor <Staylor@tdgplanning.com>

Sent: Wed, Mar 8, 2023 9:26 am

Subject: Re: post office lane easement, medford

[Quoted text hidden]

Ethan Hyder <ehyder@erinj.com>

Wed, Mar 8, 2023 at 10:24 PM

To: pfxmlanduse@aol.com

Cc: "cnoll@erinj.com" <cnoll@erinj.com>, "tim@primelaw.com" <tim@primelaw.com>, "ken@mvcc-nj.com" <ken@mvcc-nj.com>, "Staylor@tdgplanning.com" <Staylor@tdgplanning.com>, "jdura@erinj.com" <jdura@erinj.com>

Please see attached a PDF copy of the Proposed Access Easement Sketch and Legal Description.

Thank you for your patience, I know everyone has been anxious to move this project along. If there are any questions or changes needed, please let me know.

Thank you,

Ethan

[Quoted text hidden]

--

Ethan Hyder

Environmental Resolutions, Inc.

815 East Gate Drive, Suite 103

Mt. Laurel, NJ 08054

Phone

Cell

2 attachments

 **PROPOSED VARIABLE WIDTH EASEMENT SKETCH.pdf**
290K

 **PROPOSED VARIABLE WIDTH EASEMENT LEGAL.pdf**
288K

pfxmlanduse@aol.com <pfxmlanduse@aol.com>

Thu, Mar 9, 2023 at 12:57 PM

Reply-To: pfxmlanduse@aol.com

To: "ehyder@erinj.com" <ehyder@erinj.com>

Cc: "cnoll@erinj.com" <cnoll@erinj.com>, "tim@primelaw.com" <tim@primelaw.com>, "ken@mvcc-nj.com" <ken@mvcc-nj.com>, "Staylor@tdgplanning.com" <Staylor@tdgplanning.com>, "jdura@erinj.com" <jdura@erinj.com>

Thanks. This is much clearer and helpful.

I am in Medford on Tuesday afternoon and will review all this with Ken Niel.

[Quoted text hidden]

pfxmlanduse@aol.com <pfxmlanduse@aol.com>

Tue, Mar 14, 2023 at 3:17 PM

Reply-To: pfxmlanduse@aol.com

To: "tim@primelaw.com" <tim@primelaw.com>

Cc: "cnoll@erinj.com" <cnoll@erinj.com>, "ken@mvcc-nj.com" <ken@mvcc-nj.com>, "Staylor@tdgplanning.com" <Staylor@tdgplanning.com>

Tim,

We signed the easement with the new legal and plan. It went out to you by UPS today.

[Quoted text hidden]

Tim Prime <tim@primelaw.com>

Tue, Mar 14, 2023 at 3:23 PM

To: pfxmlanduse@aol.com

Cc: cnoll@erinj.com, ken@mvcc-nj.com, Staylor@tdgplanning.com

Bcc: tim@primelaw.com

Thanks Pat... hooe all is well

Timothy M. Prime

Prime & Tuvel LLC

RIGHT OF WAY DEDICATION EASEMENT

THIS RIGHT OF WAY DEDICATION EASEMENT ("Easement") is made this 21st day of MARCH, 2023, between **MEDFORD VILLAGE CAR CARE CENTER, INC.** its successors and assigns, 11 North Main Street, Medford, New Jersey 08055 ("Grantor" or "Care Care") and **TOWNSHIP OF MEDFORD**, a body corporate and politic of the State of New Jersey, its successors and assigns, 49 Union Street, Medford, New Jersey 08055 ("Grantee" or "Township").

WITNESSETH:

WHEREAS, Medford Village Car Care Center, Inc. (Grantor) is the owner of property known as 11 North Main Street, and designated as Block 1805, Lot 1 on the official Tax Map of the Township of Medford, County of Burlington, State of New Jersey, by Deed dated October 1, 1987, recorded in the Office of the Clerk of Burlington County, Deed Book 3509, page 269 ("Car Care Property"); and

WHEREAS, the legal description in said deed commenced "on the northerly side of a 10 feet wide alley" and ended with a reference "subject to the rights of others in the alley aforesaid"; and

WHEREAS, Medford Township originally purchased property known as 17 North Main Street by deed dated April 24, 1969 and recorded in the Office of Clerk of Burlington County in Deed Book 1697, page 927; and

WHEREAS, the legal description in said deed referred to a beginning point corner to the existing Car Care property and also the beginning corner of the northerly line of a 10 feet wide alley; and

WHEREAS, Medford Township subsequently purchased property known as 19 North Main Street by deed dated May 20, 1974, and recorded in the Office of the Clerk of Burlington County in Deed Book 1883, page 933; and

WHEREAS, 17 North Main Street and 19 North Main Street were consolidated by Deed of Consolidation recorded in the Office of the Clerk of Burlington County, Deed Book 3103, page 178 ("Township Property"); and

WHEREAS, Medford Township (Grantee) is the owner of property now known as 17 North Main Street, and now designated as Block 1801, Lot 4 on the official Tax Map of the Township of Medford, County of Burlington, State of New Jersey (the "Township Property");

WHEREAS, at all times that the Car Care property and the Township property have been owned by the respective parties, and long before that time, a 10 feet wide alley has been shown on the official Tax Map of Medford Township as "Post Office Lane" and has served as a public right-of-way and for public ingress and egress from and to North Main Street, Charles Street abutting both properties and to the Township and Car Care themselves; and

WHEREAS, the Township Property was previously used as the Medford Township municipal building/town hall and utilized Post Office Lane as a public right-of-way, both for the municipal building and for access to Charles Street and the Township Cranberry Hall Senior Center and other property owned by the Township at Block 1806, Lots 1, 2 and 3; and

WHEREAS, the Township has constructed and occupies a new municipal building/town hall/library at 49 Union Street, and has determined that the Township Property is no longer needed for public use, and will be redeveloped; and

WHEREAS, the parties desire to formally recognize and, to the extent required, for Grantor Car Care to dedicate, and for the Township to accept, Post Office Lane as a public right of way, for the benefit of clarifying the legal status of Post Office Lane and to clear title to the Car Care Property; and

WHEREAS, the parties further desire to expand Post Office Lane to add additional land to Post Office Lane as a public right of way, to provide for a safer means of public access, ingress and egress to accommodate the redevelopment of the Township Property and to further formalize the use of the of Post Office Lane and the Car Care Property abutting the expanded Post Office Lane for parking and the use and operation of the Car Care Property.

NOW, THEREFORE, for the sum of one dollar (\$1.00) and in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor Medford Village Car Care Center, Inc. and Grantee Medford Township, intending to be legally bound, hereby promise, covenant and agree as follows:

1. **Description.** Post Office Lane is hereby expanded, widened and proposed to be improved with curbing and sidewalk as shown on the Plan attached hereto as Exhibit A and the metes and bound legal description attached hereto as Exhibit B.
2. **Dedication:** Post Office Lane, as expanded and at varying widths, as shown on Exhibit A and described in Exhibit B, is hereby dedicated by Grantor Car Care as a public right-of-way and said dedication is hereby accepted by Medford Township.
3. **Improvements and Maintenance.** The Township agrees to construct all improvements as shown on the Plan attached hereto as Exhibit A for the widening of Post Office Lane, including curbing, sidewalk, striping and relocation of the fence on the Car Care Property to accommodate the tow truck parking as described in Section 6, as well as the replacement of the concrete apron in the front of the Car Care Property. The Township further agrees, at Township expense, to periodically, as and when required, maintain, repair, manage, insure, and operate the dedicated and expanded Post Office Lane as a public right-of-way, including repair and resurfacing, and removal of snow and ice, in the same manner as the Township maintains other public rights-of-way.
4. **Access.** Consistent with the dedication of the expanded Post Office Lane as a public right-of way, the Township shall have the right of access and entry onto Car Care Property for the purposes set forth herein., including the construction of the improvements required herein.

5. **Performance of Work.** Consistent with the dedication of the expanded Post Office Lane as a public right of way, all work performed by the Township shall be performed in accordance with normal and customary professional engineering and construction standards, all applicable laws, rules and regulations, and in such a manner so as to not adversely interfere with the use of any business operated on the Car Care Property.

6. **Rights of Grantor Car Care.** As shown on the Plan attached hereto as Exhibit A, Car Care shall have the right to park one of its tow trucks on Post Office Lane within a striped parking space along the fence adjacent to the balance of the Car Care Property. Car Care shall further have the right to park one of its tow trucks on Post Office Lane within a striped parking space along Charles Street adjacent to the balance of the Car Care Property. Each parking space shall be identified with a "Tow Truck Parking Only" sign. Car Care shall further have the right to keep and maintain its existing fence and such additional fencing as may be reasonably required to delineate and separate the expanded and dedicated Post Office Lane from the balance of the Car Care Property. Township agrees that no site plan or other zoning approval shall be required for Car Care to keep and maintain the existing fencing (and any proposed fencing) or the tow truck parking spaces above. The rights hereunder shall remain only for so long as a towing and vehicle repair business is operated on the Car Care Property.

7. **Traffic Control Signage and Striping.** The Township shall have the right to erect and maintain such traffic control signage and striping as is reasonably required to maintain the public safety of the expanded and dedicated Post Office Lane, including but not limited to the one way, right turn only, and no right turn signage and striping shown on the Plan attached hereto as Exhibit A.

8. **General Covenants.** Grantor Car Care and Grantee Township mutually grant and represent to each other with respect to their rights and entitlements to the expanded and dedicated Post Office Lane, the Car Care Property, the Township Property, and other rights set forth herein as follows:

A. Car Care agrees that the public rights, including access, ingress and egress to North Main Street and Charles Street, in the dedicated and expanded Post Office Lane shall not be blocked, prevented or impeded in any manner.

B. Each party herein agrees to exercise its respective rights and obligations hereunder so as not to interfere with the rights of the other party.

C. Each party agrees to provide such reasonable further assurances and confirmations as are necessary.

9. **Duration of Agreement.** The conditions, covenants and promises herein contained are intended to be covenants running with the land. This Agreement shall endure perpetually and shall be binding upon the heirs, executors, administrators, personal and legal representatives, successors in interest, licensees, and assigns of the parties hereto.

10. **Construction of Improvements by Redeveloper:** The parties agree that the Township will require the designated redeveloper of the Township Property to construct the improvements to the dedicated and expanded Post Office Lane required hereunder, provided that the construction

of said improvements is included in any site plan approval for the redevelopment of the Township Property and is included in a performance guarantee posted by said redeveloper for said public improvements.

11. **Notices.** Any notices hereunder shall be in writing and delivered in person, by overnight mail by a federally recognized courier or by email, if followed up by personal or courier delivery, to the other party or parties herein addressed as set forth below.

If to Car Care: Medford Village Car Care Center, Inc.
11 North Main Street
Medford, NJ 08055
Attn: Kenneth A. Nielubowicz

If to the Township: Township of Medford
49 North Main Street
Medford, NJ 08055
Attn: Township Clerk

12. **No Changes.** No change, alteration, amendment, modification or waiver of any of the terms or provisions of this Agreement shall be valid, unless the same shall be in writing and signed by the parties hereto.

13. **Authorization.** Both parties warrant that the persons executing this Agreement are duly authorized to execute and deliver this Agreement on behalf of the respective parties, and that no other signature or approval is required to legally bind each party to the provisions hereof.

14. **Entire Agreement.** The entire agreement between the parties hereto is expressly set forth in this Agreement, and the parties are not bound by any agreements, understandings, provisions, conditions, representations or warranties other than those expressly set forth herein.

15. **Applicable Law.** This Agreement shall be governed and construed under the laws of the State of New Jersey.

Balance of page intentionally left blank

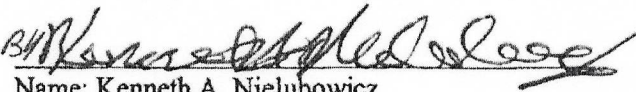
Signatures contained on the following two pages.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date and year first above written.

Witness or Attest:

^{CENTER}
MEDFORD VILLAGE CAR CARE INC.


Name: PATRICK McANDREW

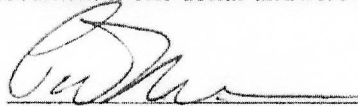

Name: Kenneth A. Nielubowicz

STATE OF NEW JERSEY

COUNTY OF BURLINGTON

I hereby certify that on this 14th day of MARCH, 2023, Kenneth A. Nielubowicz, personally came before me and acknowledged under oath, to my satisfaction, that he or she:

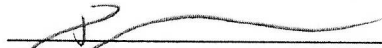
- (a) was the maker of this document;
- (b) was authorized to and did make this document on behalf of ^{CENTER} MEDFORD VILLAGE CARE CARE INC., the entity named in this document;
- (c) was authorized to and did execute this document as the legal act of the entity; and
- (d) the actual consideration for this document is one dollar and zero cents (\$1.00).


Notary Public

PATRICK F. McANDREW
ATTORNEY AT LAW NJ

Witness or Attest:

TOWNSHIP OF MEDFORD

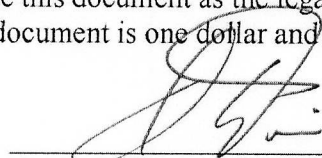

Name: Katherine Burger, RMC
Title: Township Clerk


Name: Charles Watson
Title: Mayor

STATE OF NEW JERSEY : SS
COUNTY OF BURLINGTON :

I hereby certify that on this 21st day of MARCH, 2023,
Charles Watson, personally came before me and acknowledged under oath, to my satisfaction, that
he or she:

- (a) was the maker of this document;
- (b) was authorized to and did make this document as Mayor of **TOWNSHIP OF MEDFORD**, a body corporate and politic of the State of New Jersey, the entity named in this document;
- (c) was authorized to and did execute this document as the legal act of the entity; and
- (d) the actual consideration for this document is one dollar and zero cents (\$1.00).


Notary Public

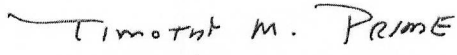
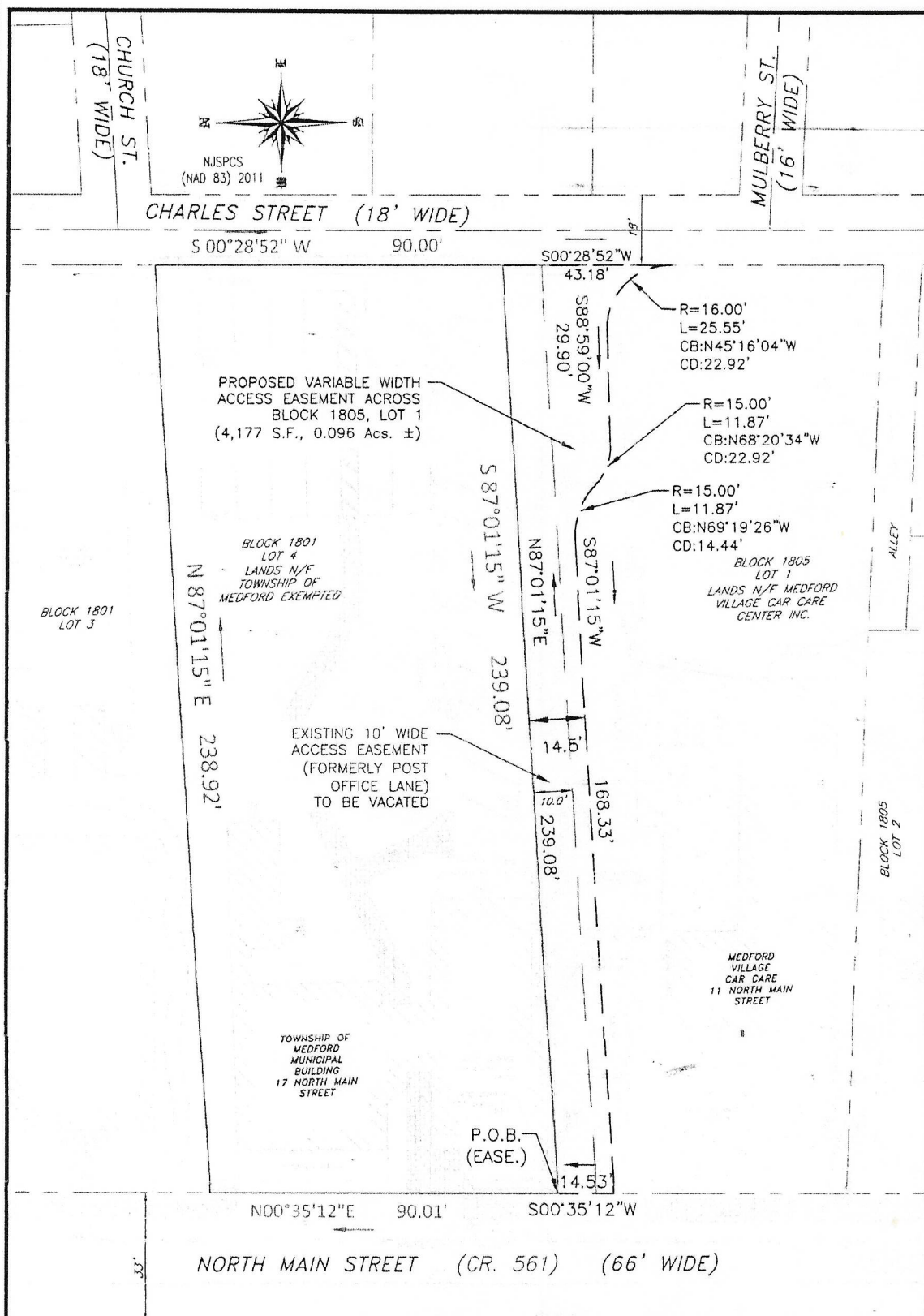

TIMOTHY M. PRIME
ATTORNEY AT LAW, STATE OF NEW JERSEY
TOWNSHIP ATTORNEY

EXHIBIT A

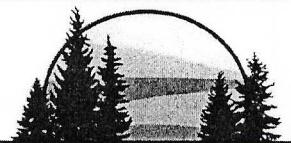


I HEREBY CERTIFY THAT THIS SURVEY AND PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS STATE OF NEW JERSEY.

John M. Dura

JOHN M. DURA
N.J. PROFESSIONAL LAND SURVEYOR
LICENSE No. 05-28525

3/8/23
DATE



**ENVIRONMENTAL
RESOLUTIONS, INC.**

Engineers • Planners • Scientists • Surveyors
815 East Gate Drive - Suite 108
Mount Laurel, New Jersey 08054-3413
Tel. 856-235-7170 Fax 856-273-9239

SCALE:
1"=30'

DATE:
3/8/23

SURVEY DATE:
3/1/23

FIELD CREW:
EFH

FIELD BOOK:
MEDFORD

DRAWN BY:
EFH

CHECKED BY:
JMD

PROJECT NO:
25000 00

PROPOSED VARIABLE WIDTH ACCESS EASEMENT EXHIBIT

FORMERLY POST OFFICE LANE
OVER BLOCK 1805 LOT 1
TOWNSHIP OF MEDFORD
BURLINGTON COUNTY, NEW JERSEY

CAD FILE LOCATION:
K:\25000_00\25900_00-POST_OFFICE_LANE_SURVEY.DWG

CERTIFICATE OF AUTHORIZATION
NUMBER: 24GA27974500

SHEET NO:
1 OF 1

EXHIBIT B

Christopher J. Noll, PE, CME, PP
President & CEO

William H. Kirchner, PE, CME, N-2
Vice President

Rakesh R. Darji, PE, PP, CME, CFM
Vice President/Treasurer

Benjamin R. Weller, PE, CME, CPWM, S-3, C-3
Secretary



Joseph P. Orsino, Jr., CET, *Vice President*
Harry R. Fox, NICET III
G. Jeffrey Hanson, PE, CME
Joseph R. Hirsh, PE, CME, CPWM
C. Jeremy Noll, PE, CME, CPWM
Marc H. Selover, LSRP, PG

DESCRIPTION OF PROPERTY
PROPOSED VARIABLE WIDTH
ACCESS EASEMENT
ACROSS BLOCK 1805, LOT 1
ERI Project 25000-00

March 8, 2023
11 North Main Street
Block 1805, Lot 1
Medford Township
Burlington County, New Jersey

ALL THAT CERTAIN tract or parcel of land located on the easterly side of North Main Street, (County Route 541) (66' wide right of way) being a Proposed Variable Width Access Easement across part of Block 1805, Lot 1 in the Township of Medford, the County of Burlington, State of New Jersey, bounded and described as follows:

BEGINNING at a point on the easterly line of North Main Street, said point being a southwesterly corner of Block 1805, Lot 1, lands now or formerly of Medford Village Car Care Center Inc., and a southeasterly corner of Block 1801, Lot 4, lands now or formerly of the Township of Medford and from said point of beginning, running thence-

- 1) N87°01'15"E, 239.08 feet along the northerly line of Block 1805, Lot 1, to a point on the westerly line of Charles Street, (18' wide right of way), thence-
- 2) S00°28'52"W, 43.18 feet along the westerly line of Charles Street, to a point in Block 1805, Lot, thence-
- 3) Northwestwardly, through Block 1805, Lot 1, along a curve to the left, having a radius of 16.00 feet, an arc length of 25.55 feet and having a chord bearing of N45°16'04"W, with a chord length of 22.92 feet to a point of tangency in the same, thence-
- 4) Continuing through Block 1805, Lot 1, S88°59'00"W, 29.90 feet to a point of curvature, thence-
- 5) Northwestwardly, through Block 1805, Lot 1, along a curve to the right, having a radius of 15.00 feet, an arc length of 11.87 feet and having a chord bearing of N68°20'34"W, with a chord length of 11.56 feet to a point of reverse curvature, thence-
- 6) Northwestwardly, through Block 1805, Lot 1, along a curve to the left, having a radius of 18.00 feet, an arc length of 14.86 feet and having a chord bearing of N69°19'26"W, with a chord length of 14.44 feet to a point of tangency, thence-
- 7) Continuing through Block 1805, Lot 1, S87°01'15"W, 168.33 feet across the same, to a point on the aforementioned easterly line of North Main Street, thence-
- 8) N00°35'12"E, 14.53 feet along the easterly line of North Main Street, to a point, said point being the first mentioned point and place of BEGINNING.

Containing 4,177 Sq. Ft. or 0.096 Acres of land, more or less.

The above is intended to describe all that parcel of land shown on a plan entitled "Proposed Variable Width Access Easement Exhibit, Formerly Post Office Lane, Over Block 1805, Lot 1, Township of Medford, Burlington County, New Jersey" prepared by Environmental Resolutions, Inc. dated March 8, 2023.

TIMOTHY M. PRIME, Esquire

DUNCAN M. PRIME, Esquire

TYLER T. PRIME, Esquire

SARA R. WERNER, Esquire

JULIA M. HAHN, Esquire

DANIELLE N. KINBACK, Esquire

PRIME & TUVEL

ATTORNEYS AT LAW

* ALSO ADMITTED TO THE PENNSYLVANIA BAR

* ALSO ADMITTED TO THE NEW YORK BAR

* ALSO ADMITTED TO THE ILLINOIS BAR

* ALSO ADMITTED TO THE WASHINGTON, D.C. BAR

* ADMITTED TO THE NEW YORK BAR, NEW JERSEY PENDING

JASON R. TUVEL, Esquire

MICHAEL MICELI, Esquire

NANCY A. LOTTINVILLE, Esquire

BENJAMIN T.E. WINE, Esquire

DANIEL H. KLINE, Esquire

ADAM LAZAROS, Esquire

March 3, 2023

VIA UPS

Medford Village Car Care Center, Inc.
11-15 North Main Street
Medford, New Jersey 08055
Attn: Kenny Nielubowicz

RE: Post Office Lane – Dedication Easement

Dear Kenny:

Confirming our telephone conference, I have enclosed an original and one copy of the Right-Of-Way Dedication Easement between Car Care and the Township. The agreement already provided that the Township will pay for all of the improvements to Post Office Lane and I have added that the Township will be responsible to relocate your fence as part of those improvements and will replace the concrete apron in the front. I will add the Plan that was previously sent (Exhibit A) and the legal description (Exhibit B) after the Township signs the Easement.

1. Please sign the easement above your name on page 5.
2. Have your signature witnessed next to your signature on page 5, and have the witness print his or her name under her signature.
3. Have the document notarized at the bottom of page 5.
4. Return the signed easement to our Mount Laurel office in the return envelope provided.
5. Keep the copy for your records. I will send you a final copy, with all exhibits, after the easement is recorded.

Please call me if you have any questions. My cell phone is 856 273 8383

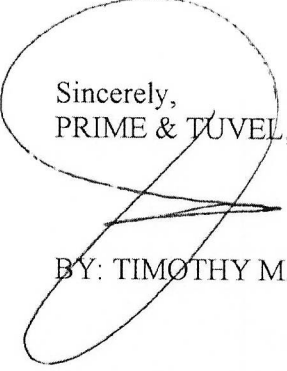
14000 Horizon Way, Suite 325
Mount Laurel, NJ 08054
P 856 273 8300 | F 856 273 8383
W primelaw.com

ADDITIONAL OFFICES

Hackensack, NJ | Hoboken, NJ | Fort Washington, PA | New York, NY

Medford Village Car Care Center, Inc.
March 3, 2023
Page 2 of 2

Thanks again.



Sincerely,
PRIME & TUVEL, LLC

BY: TIMOTHY M. PRIME, ESQUIRE

cc: Township Council and Manager

March 21, 2023

TOWNSHIP OF MEDFORD

RESOLUTION 74-2023

**AUTHORIZING EXECUTION OF RIGHT OF WAY DEDICATION
EASEMENT FOR POST OFFICE LANE**

WHEREAS, Medford Village Car Care Center, Inc. (Grantor) is the owner of property known as 11 North Main Street, and designated as Block 1805, Lot 1 on the official Tax Map of the Township of Medford, County of Burlington, State of New Jersey, by Deed dated October 1, 1987, recorded in the Office of the Clerk of Burlington County, Deed Book 3509, page 269 ("Car Care Property"); and

WHEREAS, the legal description in said deed commenced "on the northerly side of a 10 feet wide alley" and ended with a reference "subject to the rights of others in the alley aforesaid"; and

WHEREAS, Medford Township (Grantee) is the owner of property now known as 17 North Main Street, and now designated as Block 1801, Lot 4 on the official Tax Map of the Township of Medford, County of Burlington, State of New Jersey (the "Township Property");

WHEREAS, at all times that the Car Care property and the Township property have been owned by the respective parties, and long before that time, a 10 feet wide alley has been shown on the official Tax Map of Medford Township as "Post Office Lane" and has served as a public right-of-way and for public ingress and egress from and to North Main Street, Charles Street abutting both properties and to the Township and Car Care themselves; and

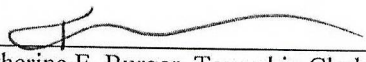
WHEREAS, the Township Property was previously used as the Medford Township municipal building/town hall and utilized Post Office Lane as a public right-of-way, both for the municipal building and for access to Charles Street and the Township Cranberry Hall Senior Center and other property owned by the Township at Block 1806, Lots 1, 2 and 3; and

WHEREAS, the Township has constructed and occupies a new municipal building/town hall/library at 49 Union Street, and has determined that the Township Property is no longer needed for public use, and will be redeveloped; and

WHEREAS, the parties desire to formally recognize and, to the extent required, for Grantor Car Care to dedicate, and for the Township to accept, Post Office Lane as a public right of way, for the benefit of clarifying the legal status of Post Office Lane and to clear title to the Car Care Property; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Medford, County of Burlington, State of New Jersey, that the Mayor and Clerk are hereby authorized to execute and deliver the Right of Way Dedication Easement with Medford Village Car Care Center, Inc. attached hereto and made a part hereof as Exhibit A, to be recorded forthwith by the Township in the Office of the Clerk of Burlington County.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Medford, at a meeting held on the 21st day of March, 2023.


Katherine E. Burger, Township Clerk

RIGHT OF WAY DEDICATION EASEMENT

THIS RIGHT OF WAY DEDICATION EASEMENT ("Easement") is made this 21st day of MARCH, 2023, between **MEDFORD VILLAGE CAR CARE CENTER, INC.** its successors and assigns, 11 North Main Street, Medford, New Jersey 08055 ("Grantor" or "Care Care") and **TOWNSHIP OF MEDFORD**, a body corporate and politic of the State of New Jersey, its successors and assigns, 49 Union Street, Medford, New Jersey 08055 ("Grantee" or "Township").

WITNESSETH:

WHEREAS, Medford Village Car Care Center, Inc. (Grantor) is the owner of property known as 11 North Main Street, and designated as Block 1805, Lot 1 on the official Tax Map of the Township of Medford, County of Burlington, State of New Jersey, by Deed dated October 1, 1987, recorded in the Office of the Clerk of Burlington County, Deed Book 3509, page 269 ("Car Care Property"); and

WHEREAS, the legal description in said deed commenced "on the northerly side of a 10 feet wide alley" and ended with a reference "subject to the rights of others in the alley aforesaid"; and

WHEREAS, Medford Township originally purchased property known as 17 North Main Street by deed dated April 24, 1969 and recorded in the Office of Clerk of Burlington County in Deed Book 1697, page 927; and

WHEREAS, the legal description in said deed referred to a beginning point corner to the existing Car Care property and also the beginning corner of the northerly line of a 10 feet wide alley; and

WHEREAS, Medford Township subsequently purchased property known as 19 North Main Street by deed dated May 20, 1974, and recorded in the Office of the Clerk of Burlington County in Deed Book 1883, page 933; and

WHEREAS, 17 North Main Street and 19 North Main Street were consolidated by Deed of Consolidation recorded in the Office of the Clerk of Burlington County, Deed Book 3103, page 178 ("Township Property"); and

WHEREAS, Medford Township (Grantee) is the owner of property now known as 17 North Main Street, and now designated as Block 1801, Lot 4 on the official Tax Map of the Township of Medford, County of Burlington, State of New Jersey (the "Township Property");

WHEREAS, at all times that the Car Care property and the Township property have been owned by the respective parties, and long before that time, a 10 feet wide alley has been shown on the official Tax Map of Medford Township as "Post Office Lane" and has served as a public right-of-way and for public ingress and egress from and to North Main Street, Charles Street abutting both properties and to the Township and Car Care themselves; and

WHEREAS, the Township Property was previously used as the Medford Township municipal building/town hall and utilized Post Office Lane as a public right-of-way, both for the municipal building and for access to Charles Street and the Township Cranberry Hall Senior Center and other property owned by the Township at Block 1806, Lots 1, 2 and 3; and

WHEREAS, the Township has constructed and occupies a new municipal building/town hall/library at 49 Union Street, and has determined that the Township Property is no longer needed for public use, and will be redeveloped; and

WHEREAS, the parties desire to formally recognize and, to the extent required, for Grantor Car Care to dedicate, and for the Township to accept, Post Office Lane as a public right of way, for the benefit of clarifying the legal status of Post Office Lane and to clear title to the Car Care Property; and

WHEREAS, the parties further desire to expand Post Office Lane to add additional land to Post Office Lane as a public right of way, to provide for a safer means of public access, ingress and egress to accommodate the redevelopment of the Township Property and to further formalize the use of the of Post Office Lane and the Car Care Property abutting the expanded Post Office Lane for parking and the use and operation of the Car Care Property.

NOW, THEREFORE, for the sum of one dollar (\$1.00) and in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor Medford Village Car Care Center, Inc. and Grantee Medford Township, intending to be legally bound, hereby promise, covenant and agree as follows:

1. **Description.** Post Office Lane is hereby expanded, widened and proposed to be improved with curbing and sidewalk as shown on the Plan attached hereto as Exhibit A and the metes and bound legal description attached hereto as Exhibit B.
2. **Dedication:** Post Office Lane, as expanded and at varying widths, as shown on Exhibit A and described in Exhibit B, is hereby dedicated by Grantor Car Care as a public right-of-way and said dedication is hereby accepted by Medford Township.
3. **Improvements and Maintenance.** The Township agrees to construct all improvements as shown on the Plan attached hereto as Exhibit A for the widening of Post Office Lane, including curbing, sidewalk, striping and relocation of the fence on the Car Care Property to accommodate the tow truck parking as described in Section 6, as well as the replacement of the concrete apron in the front of the Car Care Property. The Township further agrees, at Township expense, to periodically, as and when required, maintain, repair, manage, insure, and operate the dedicated and expanded Post Office Lane as a public right-of-way, including repair and resurfacing, and removal of snow and ice, in the same manner as the Township maintains other public rights-of-way.
4. **Access.** Consistent with the dedication of the expanded Post Office Lane as a public right-of way, the Township shall have the right of access and entry onto Car Care Property for the purposes set forth herein., including the construction of the improvements required herein.

5. **Performance of Work.** Consistent with the dedication of the expanded Post Office Lane as a public right of way, all work performed by the Township shall be performed in accordance with normal and customary professional engineering and construction standards, all applicable laws, rules and regulations, and in such a manner so as to not adversely interfere with the use of any business operated on the Car Care Property.

6. **Rights of Grantor Car Care.** As shown on the Plan attached hereto as Exhibit A, Car Care shall have the right to park one of its tow trucks on Post Office Lane within a striped parking space along the fence adjacent to the balance of the Car Care Property. Car Care shall further have the right to park one of its tow trucks on Post Office Lane within a striped parking space along Charles Street adjacent to the balance of the Car Care Property. Each parking space shall be identified with a "Tow Truck Parking Only" sign. Car Care shall further have the right to keep and maintain its existing fence and such additional fencing as may be reasonably required to delineate and separate the expanded and dedicated Post Office Lane from the balance of the Car Care Property. Township agrees that no site plan or other zoning approval shall be required for Car Care to keep and maintain the existing fencing (and any proposed fencing) or the tow truck parking spaces above. The rights hereunder shall remain only for so long as a towing and vehicle repair business is operated on the Car Care Property.

7. **Traffic Control Signage and Striping.** The Township shall have the right to erect and maintain such traffic control signage and striping as is reasonably required to maintain the public safety of the expanded and dedicated Post Office Lane, including but not limited to the one way, right turn only, and no right turn signage and striping shown on the Plan attached hereto as Exhibit A.

8. **General Covenants.** Grantor Car Care and Grantee Township mutually grant and represent to each other with respect to their rights and entitlements to the expanded and dedicated Post Office Lane, the Car Care Property, the Township Property, and other rights set forth herein as follows:

A. Car Care agrees that the public rights, including access, ingress and egress to North Main Street and Charles Street, in the dedicated and expanded Post Office Lane shall not be blocked, prevented or impeded in any manner.

B. Each party herein agrees to exercise its respective rights and obligations hereunder so as not to interfere with the rights of the other party.

C. Each party agrees to provide such reasonable further assurances and confirmations as are necessary.

9. **Duration of Agreement.** The conditions, covenants and promises herein contained are intended to be covenants running with the land. This Agreement shall endure perpetually and shall be binding upon the heirs, executors, administrators, personal and legal representatives, successors in interest, licensees, and assigns of the parties hereto.

10. **Construction of Improvements by Redeveloper:** The parties agree that the Township will require the designated redeveloper of the Township Property to construct the improvements to the dedicated and expanded Post Office Lane required hereunder, provided that the construction

of said improvements is included in any site plan approval for the redevelopment of the Township Property and is included in a performance guarantee posted by said redeveloper for said public improvements.

11. **Notices.** Any notices hereunder shall be in writing and delivered in person, by overnight mail by a federally recognized courier or by email, if followed up by personal or courier delivery, to the other party or parties herein addressed as set forth below.

If to Car Care: Medford Village Car Care Center, Inc.
11 North Main Street
Medford, NJ 08055
Attn: Kenneth A. Nielubowicz

If to the Township: Township of Medford
49 North Main Street
Medford, NJ 08055
Attn: Township Clerk

12. **No Changes.** No change, alteration, amendment, modification or waiver of any of the terms or provisions of this Agreement shall be valid, unless the same shall be in writing and signed by the parties hereto.

13. **Authorization.** Both parties warrant that the persons executing this Agreement are duly authorized to execute and deliver this Agreement on behalf of the respective parties, and that no other signature or approval is required to legally bind each party to the provisions hereof.

14. **Entire Agreement.** The entire agreement between the parties hereto is expressly set forth in this Agreement, and the parties are not bound by any agreements, understandings, provisions, conditions, representations or warranties other than those expressly set forth herein.

15. **Applicable Law.** This Agreement shall be governed and construed under the laws of the State of New Jersey.

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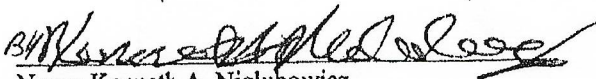
Signatures contained on the following two pages.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date and year first above written.

Witness or Attest:

^{CENTER}
MEDFORD VILLAGE CAR CARE INC.


Name: PATRICK McANDREW

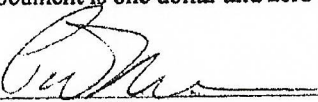

Name: Kenneth A. Nielubowicz

STATE OF NEW JERSEY

COUNTY OF BURLINGTON

I hereby certify that on this 14th day of MARCH, 2023, Kenneth A. Nielubowicz, personally came before me and acknowledged under oath, to my satisfaction, that he or she:

- (a) was the maker of this document;
- (b) was authorized to and did make this document on behalf of ^{CENTER} MEDFORD VILLAGE CARE CARE INC., the entity named in this document;
- (c) was authorized to and did execute this document as the legal act of the entity; and
- (d) the actual consideration for this document is one dollar and zero cents (\$1.00).

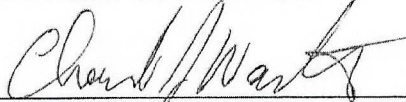

Notary Public
PATRICK F. McANDREW
ATTORNEY AT LAW NJ

Witness or Attest:

TOWNSHIP OF MEDFORD



Name: Katherine Burger, RMC
Title: Township Clerk



Name: Charles Watson
Title: Mayor

STATE OF NEW JERSEY : SS
COUNTY OF BURLINGTON :

I hereby certify that on this 21st day of March, 2023,
Charles Watson, personally came before me and acknowledged under oath, to my satisfaction, that
he or she:

- (a) was the maker of this document;
- (b) was authorized to and did make this document as Mayor of **TOWNSHIP OF MEDFORD**, a body corporate and politic of the State of New Jersey, the entity named in this document;
- (c) was authorized to and did execute this document as the legal act of the entity; and
- (d) the actual consideration for this document is one dollar and zero cents (\$1.00).



Notary Public

KATHERINE ELIZABETH BURGER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/10/2024

DEED

Prepared by: (Print signer's name below signature)
Edward A. Penberthy 1905
Edward A. Penberthy, Esquire

This Deed is made on October 1, 1987

BETWEEN ROY F. GASKILL

whose address is Carranza Road, Tabernacle, New Jersey

referred to as the Grantor,

AND

MEDFORD VILLAGE CAR CARE CENTER, INC.

whose post office address is 35 North Maple Avenue, Marlton, New Jersey 08053
referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of TWO HUNDRED THOUSAND
-----(\$200,000.00) DOLLARS-----

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Medford

Block No. 1805

Lot No. 1

Account No.

☐ No property tax identification number is available on the date of this deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Medford
County of Burlington and State of New Jersey. The legal description is:

SEE ATTACHED SCHEDULE.

Subject to any and all easements, covenants, and restrictions of record.

BEING the same lands and premises vested in ROY F. GASKILL, a Single Man, by Deed from WILLIAM A. BUNNING AND SHARON A. BUNNING, his wife, dated July 20, 1977, and recorded in the Burlington County Clerk's Office on July 21, 1977, in Deed Book 1992, Page 851.

BEING known as Block 1805, Lot 1, on the official tax map of the Township Of Medford.

COUNTY OF BURLINGTON
CONSIDERATION \$200,000.00
REALTY TRANSFER FEE \$75.00
DATE 10-19-87 BY [Signature]

ALL THAT CERTAIN tract or parcel of land and premises situate in the Village and Township of Medford, in the County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the easterly side of North Main Street corner to land of Township of Medford (formerly Warne S. Smith) in the Northerly side of a ten feet wide alley, and runs thence (1) along the Northerly side of said alley South 83 degrees 43 minutes East two hundred fifty-one feet six inches to a point in the Westerly side of Charles Street; thence (2) along the Westerly side of said Charles Street South 9 degrees 30 minutes West ninety-eight and ten one-hundredths feet to a stone corner to land retained by Thomas B. Warner; thence (3) along the line of said lands so retained North 77 degrees 56 minutes West two hundred fifty-one and forty-nine one-hundredths feet to a point in the Easterly side of said North Main Street; thence (4) along the Easterly side of said North Main Street, North 9 degrees 37 minutes East seventy-two and seventy-three one-hundredths feet to the place of beginning; subject to the rights of others in the alley aforesaid.

TIMOTHY M. PRIME, *Esquire*

DUNCAN M. PRIME, *Esquire*

TYLER T. PRIME, *Esquire**

SARA R. WERNER, *Esquire**

JULIA M. HAHN, *Esquire**

DANIELLE N. KINBACK, *Esquire**

PRIME & TUVEL

ATTORNEYS AT LAW

* ALSO ADMITTED TO THE PENNSYLVANIA BAR

* ALSO ADMITTED TO THE NEW YORK BAR

* ALSO ADMITTED TO THE ILLINOIS BAR

* ALSO ADMITTED TO THE WASHINGTON, D.C. BAR

* ADMITTED TO THE NEW YORK BAR. NEW JERSEY PENDING

JASON R. TUVEL, *Esquire**

MICHAEL MICELI, *Esquire**

NANCY A. LOTTINVILLE, *Esquire**¹

BENJAMIN T.F. WINE, *Esquire*

DANIEL H. KLINE, *Esquire**²

ADAM LAZAROS, *Esquire**

February 17, 2023

VIA UPS

Medford Village Car Care Center, Inc.
11-15 North Main Street
Medford, New Jersey 08055

RE: Post Office Lane – Dedication Easement

Dear Kenny:

As you know, our office represents Medford Township.

The Township no longer needs the old municipal building property at 17 North Main Street next to your Medford Car Care property. The Township has designated a redeveloper for the Township property and is completing a redevelopment plan with the redeveloper to redevelop the property.

For many years, Post Office Lane has been used as a public right-of-way for at least 60 years, for members of the public, including Township employees and residents and Medford Car Care customers and employees.

The Township has researched the old deeds carefully and there really is no formal document dedicating "Post Office Lane" as a public right-of-way although Post Office Lane is on the Medford Township tax map indicating that it was dedicated at some time. Also, the legal description in the Car Care Deed from Roy Gaskill includes a reference "subject to the rights of others in the 10 foot wide alley aforesaid".

As discussed at our meeting with you and I and Mayor Watson, the Township wants to slightly expand Post Office Lane and formalize the easement as a dedicated public right-of-way. The Township believes that this will benefit the Car Care Property since it formalizes the easement and your rights to park your tow trucks in the easement area. When Car Care sells the property, the easement will be formalized and a clear part of the title to the property, with a formal metes and bounds legal description and plan showing the exact boundaries of Post Office Lane and the improvements. Car Care, as Seller, will not have to try to explain Post Office Lane and the rights of the public to use it.

14000 Horizon Way, Suite 325
Mount Laurel, NJ 08054
P 856 273 8300 | F 856 273 8383
W primelaw.com

ADDITIONAL OFFICES

Hackensack, NJ | Hoboken, NJ | Fort Washington, PA | New York, NY

Medford Village Car Care Center, Inc.
February 17, 2023
Page 2 of 2

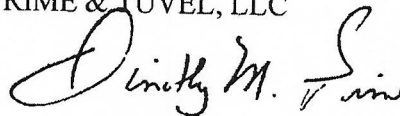
I have attached a copy of the proposed Right-Of-Way Dedication Easement between Car Care and the Township. The agreement also includes a Plan showing the area of the proposed Right-Of-Way and the improvements that are proposed to Post Office Lane, as well as the parking for your tow trucks as we discussed in our meeting. The agreement will also include a metes and bounds legal description that is being prepared by the Township Engineer.

The Township believes that the agreement really just formalizes what has always been the case where everyone uses Post Office Lane without regard to the exact boundaries or location of the easement.

Please review the agreement and Plan (with your attorney, if you wish) and let me know if you or your attorney have any questions or comments concerning the proposed agreement. We would be happy to meet with you at your convenience to further discuss this matter.

We look forward to working with you. Thank you for your time and consideration.

Sincerely,
PRIME & TUVEL, LLC

A handwritten signature in black ink, appearing to read "Timothy M. Prime". The signature is fluid and cursive, with the first name being the most prominent.

BY: TIMOTHY M. PRIME, ESQUIRE

cc: Township Council and Manager