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Attorneys for Defendant Christian School Association of North Jersey

a/k/a Timothy Christian School

TOWNSHIP OF PISCATAWAY, A
MUNICIPAL CORPORATION OF THE
STATE OF NEW JERSEY,

Plaintiff,

Vs.

CHRISTIAN SCHOOL ASSOCIATION
OF NORTH CENTRAL JERSEY, a New
Jersey Corporation a/k/a TIMOTHY
CHRISTIAN SCHOOL; and VICTORIA
PARK ASSOCIATION, a New Jersey
Corporation not-for-profit and JOHN
DOES 1-5

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – MIDDLESEX COUNTY
DOCKET NO.: MID-L-2953-22

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made by and between, **TOWNSHIP OF PISCATAWAY**, a Municipal Corporation of the State of New Jersey located at 455 Hoes Lane, Piscataway, New Jersey, 08854 its elected officials, assigns, employees, agents and representatives (“Piscataway” or the “Township”) and **CHRISTIAN SCHOOL ASSOCIATION OF NORTH CENTRAL JERSEY, a/k/a The Timothy Christian School**, a not-for profit independent non-denominational Christian School, its Board of Director, employees, successors and/or assigns (“TCS”) located at 2008 Ethel Road, Piscataway, New Jersey 08854

WHEREAS, TCS owns real property and operates a Christian School on the property located at Block 8901, Lot 4.01 on the tax map of the Township of Piscataway bearing the address 2008 Ethel Road, Piscataway (the “Property”).

WHEREAS, Piscataway initiated a Verified Complaint in the Superior Court of New Jersey, Middlesex County, Docket No. MID-L-2953-22 (the “Eminent Domain Action”) seeking to take by eminent domain a permanent easement and temporary construction easements (the “Easements”) as more specifically described in the Verified Complaint for the purpose of constructing a multi-use path and replacement landscaping within the Easements on the Property along Ethel Road for the Township’s appraised fair market value of \$40,000; and

WHEREAS, the Court entered an Order for Appointment of Commissioners on July 27, 2022 determining that the Township duly exercised its power of eminent domain and appointed three condemnation commissioners; and

WHEREAS, TCS filed an Answer contesting the fair market value of the Easements and the remainder of the Property as determined by the Township and the parties were scheduled to appear before the condemnation commissioners for a hearing to determine the fair market value of the taken Easements; and

WHEREAS, the Township adopted an Ordinance entitled “Ordinance To Provide For the Construction Of Local Improvement Multi-Use Path On The Ethel Road Frontage Of Block 8901, Lots 1.05, 4.01 & 10.01 On The Township Of Piscataway Tax Map, As Permitted Under N.J.S.A. 40:65-1” on November 10, 2022 (the “Multi-Use Path Ordinance”) which imposed the pro-rata cost of construction and installation of the multi-use path and replacement landscaping costs with associated improvements (the “Multi-Use Path Construction Costs”) within the Easements on the Property upon TCS which the Township has estimated at approximately \$40,000;

WHEREAS, Piscataway and TCS have mutually agreed to amicably resolve the Eminent Domain Action to avoid the cost and uncertainty of litigation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations set forth herein, and for other good and sufficient consideration, receipt of which is hereby acknowledged, Piscataway Township and the Christian School Association of North Jersey, a/k/a Timothy Christian School each intending to be legally held bound agree as follows:

1. Consideration. In consideration for the release and other covenants set forth in this Settlement Agreement, (a) Piscataway Township shall pay Sixty Thousand (\$60,000.00) Dollars within fifteen (15) days of the date the Settlement Agreement is fully executed (the “Multi-Use Path Construction Costs”); and (b) The Township of Piscataway further agrees that it shall be solely and completely responsible for the Multi-Use Path Construction Costs and notwithstanding the adoption of the Multi-Use Path Ordinance, it shall take no further action to implement the Multi-Use Path Ordinance against TCS, including but not limited to any action authorized under N.J.S.A. 40:65-1 et. seq. The payment of \$60,000 by Piscataway Township and its waiver of the right to impose the Multi-Use Path Construction Costs shall be collectively referred to as the “Settlement Amount”.

2. Release. Upon payment of the Settlement Amount by Piscataway Township, Timothy Christian School hereby releases any claims it asserted or could have asserted against Piscataway in the Eminent Domain Action.
3. Installation of Fence. The Parties acknowledge that as a result of the installation of the multi-use path within the Township easement area on TCS's property, TCS may wish to install a fence for security purposes over the Easements and a recorded third party easement on the Property. TCS shall be required to obtain permission from any third party easement holders prior to installation of the fence on said third party easement, if legally necessary. It shall be TCS' sole responsibility to obtain said permission, and the Township shall not impede same. The Township will work with TCS in good faith to allow for the installation of the fence along and within the Township Easement area through the granting of a permit by the Zoning Officer. Further, said fence shall not impede access by the public to use the multi-use path. TCS shall obtain the appropriate permit and shall comply with the Township zoning ordinance in terms of the height and type of fence that is permitted in the zone. TCS shall execute any standard Piscataway Township agreement the Township regularly requires when a property owner seeks to construct a fence within a Township Easement.
4. Mutual Acknowledgment. The parties hereto understand and acknowledge the significance and consequence of this Settlement Agreement and expressly consent that this Settlement Agreement shall be given full force and effect according to each and all of its express terms and provisions.
5. Remedies. The parties hereby acknowledge and agree that in the event that either party commences an action in law to enforce its rights under this Settlement Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs in addition to any other relief as provided by the court.
6. Attorneys' Fees. Each party is responsible for its own attorneys' fees and costs incurred to date.
7. No Admissions. Neither the execution of this Settlement Agreement by either party, nor the terms hereof, constitutes an admission by either party with respect to the claims made herein, any such admission being expressly disputed.
8. Essential Terms. The parties further understand and agree that their promises as provided herein are a material inducement to the parties to enter into this Settlement Agreement and are of the essence of this Settlement Agreement.
9. Entire Agreement. This Settlement Agreement contains the entire agreement of the parties with respect to the subject matter hereof.
10. Severability. If any term or provision of this Settlement Agreement shall be held to be invalid or unenforceable for any reason, then such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms or provisions hereof, and such term or provision shall be deemed modified to the extent necessary to make it enforceable.

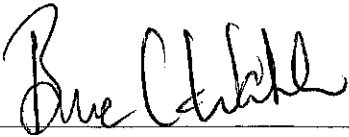
11. Amendments. Neither this Settlement Agreement nor any term hereof may be orally changed, waived, discharged, or terminated, and may be amended only by a written agreement between the parties hereto.

12. Governing Law. This Settlement Agreement shall be governed by the laws of the State of New Jersey and any action to enforce the Settlement Agreement shall be brought in the Superior Court of New Jersey, Law Division-Middlesex County.

13. Legally Binding. The terms of this Settlement Agreement contained herein are contractual, and not a mere recital.

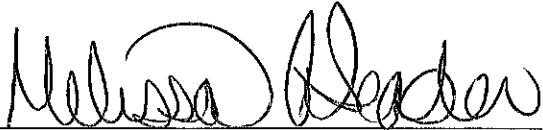
IN WITNESS WHEREOF, the parties, acknowledging that they are acting of their own free will have voluntarily caused the execution of this Settlement Agreement as of the day and year written below.

TOWNSHIP OF PISCATAWAY

By: 

Sworn and subscribed to me on this

30th day of October, 2023



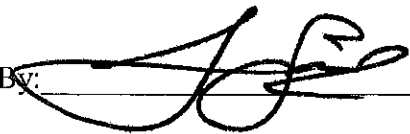
Notary Public – State of New Jersey

Print Name: Melissa A. Seader

My Commission Expires

MELISSA A. SEADER
NOTARY PUBLIC OF NEW JERSEY
Commission No. 50143657
My Commission Expires Nov. 16, 2025

CHRISTIAN SCHOOL ASSOCIATION OF
NORTH JERSEY, A/K/A TIMOTHY
CHRISTIAN SCHOOL

By:  Dr. James Smock

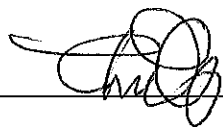
Dated: 10/27/23

Sworn and subscribed to me on this

NOTARIZED SIGNATURE OF :

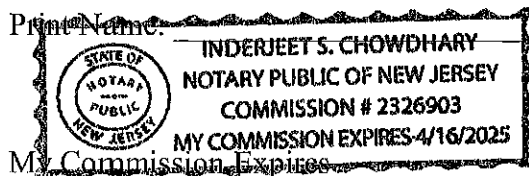
27th day of October, 2023

James Noel Smock



Notary Public – State of New Jersey

Print Name:



My Commission Expires

10/27/2023