

**TOWNSHIP OF EWING
LAND DEVELOPMENT APPLICATION**

PLANNING BOARD
ZONING BOARD

APPLICATION NO. PBA 22-004
DATE OF SUBMISSION 5/31/2022

Filing Fee \$ 9,250.00 Receipt or Check NO. 2002 Received By: KB

DO NOT WRITE ABOVE THIS LINE

1. **TYPE OF APPLICATION:** (Check as many boxes as applicable)

| | | |
|--------------------------|--------------------------|----------------------|
| 1. Minor Subdivision [] | 4. Site plan Prelim. [X] | 7. C.40:55D-70A [] |
| 2. Major Sub-Prelim. [] | 5. Site Plan Final [X] | 8. C.40:55D-70B [] |
| 3. Major Sub-Final [] | 6. Conditional Use [] | 9. C.40:55D-70C [] |
| | | 10. C.40:55D-70D [] |

2. **APPLICANT'S NAME:** The Ewing Cemetery Association
STREET ADDRESS: 78 Scotch Road **TELEPHONE:** (609)882-0279
CITY & STATE: Ewing, NJ **ZIP CODE:** 08628

3. **OWNER'S NAME:** Same as Applicant
STREET ADDRESS: _____ **TELEPHONE:** () _____
CITY & STATE: _____ **ZIP CODE:** _____

4. **LOCATION:**
STREET ADDRESS: 78 Scotch Road
SECTION NO. 364.01 **LOT NO.** 25 **TAX MAP** 57 **ZONE DIST.** R-2

5. **DESCRIPTION OF PROPOSED USE:**
Brief Description of Application Applicant is proposing a new 6,200 sf building containing offices, meeting rooms, event space, and a crematory to be located within Ewing Cemetery at 78 Scotch Road. Cemeteries are a permitted principal use in the R-2 Single Family Detached Zone.

6. **ZONE REQUIREMENTS:**

| | Lot # | Lot # | Lot # | Lot # | Required | Variance Requested |
|----------------|-------|-------|-------|-------|-------------------|------------------------------|
| Front | 25 | | | | 80' | |
| One Side | 25 | | | | 10' | |
| Both Sides | 25 | | | | N/A | |
| Rear | 25 | | | | 35' | |
| Other | | | | | | |
| Height | 25 | | | | 2.5 stories / 35' | |
| Bldg. Coverage | 25 | | | | 18% | |
| Total Coverage | 25 | | | | 26% | |
| Parking | 25 | | | | 3 ADA | |
| Other | 25 | | | | 40' | 29.8' pre-existing condition |
| Other | | | | | | |
| Other | | | | | | |

7. **DEED RESTRICTIONS OR COVENANTS:**
 NO [] YES [X] Attach copy if yes. ARE TAXES PAID TO DATE: YES [X] NO []

8. **ARGUMENTS FOR VARIANCES (IF REQUESTED) TO BE COMPLETED BY APPLICANT:**
Undue Hardship Consideration:
Front Yard Setback - Principal Building (§215-15(D)(1)g)) - a pre-existing condition
variance is required where 29.8 feet exists and 40 feet are required.

9. **SPECIAL REASONS AND NEGATIVE CRITERIA: (To be completed for "D" variances):**
 N/A
-
10. **REQUESTS FOR WAIVERS: (Reasons)**
 N/A
-
11. **PREVIOUS APPEALS OR ACTIVITY:**
 NO YES If yes, Date: _____ Type: _____ Zoning Board Approved
 Planning Board Disapproved
12. **LIST OF INDIVIDUALS WHO PREPARED PLANS:**
 Engineer: Loral Totten, PE, PP, Crest Engineering Assoc. Phone: (609) 448-5550 ext. 115
 Address: 100 Rike Drive, Millstone Twp., NJ 08535
 Architect: Christopher McKneely, AIA, Flanagan Architects, PC Phone: (301) 652-4811
 Address: 8120 Woodmont Ave., Suite 107, Bethesda, MD 20814
 Lawyer: Stuart Dember, Esq., Keith Loughlin, Esq., Hill Wallack LLP Phone: (609) 924-0808
 Address: 21 Roszel Rd., Princeton, NJ 08540
13. **LIST OF MAPS, REPORTS, TAX AFFIDAVITS AND OTHER MATERIAL ACCOMPANYING APPLICATION**
 Please see document attached entitled "Preliminary and Final Major Site Plan Submission Documents".
-
14. **ADDITIONAL INFORMATION:**
-

IMPORTANT NOTICE TO APPLICANT

Before filing this application or serving notices, inquiry should be made as to the next meeting of the Board. This application must be filed at least 10 days prior to the date set for hearing. At least 10 days prior to the time set for said hearing, applicant shall give personal notice to all owners of property situate within or without the municipality, as shown by the most recent tax lists of the municipality or municipalities whose property or properties shown by said lists are located within 200 feet of the said property to be affected by said appeal. Such notice shall be given by sending written notice thereof by registered or certified mail to the last known address of the property owner of owners, as shown by the most recent tax lists of said municipality or by hand delivering a copy thereof to the said property owners.

Where the owners are partnerships, service upon any partner as above outlined shall be sufficient, and where the owners are corporations, service upon any officer, as above set forth, shall be sufficient.

Applicant agrees to pay all costs related to review and processing of this application. A set of drawings to scale showing all details, adjoining properties affected, and all features involved in the appeal should accompany application of appeal.

Applicant must provide satisfactory evidence of payment of taxes on the property under consideration.

Said applicant shall by AFFIDAVIT present satisfactory proof to the said Board at the time of the hearing that said notices have been duly served as aforesaid.

Corporations appearing before the Ewing Township Planning or Zoning Board must be represented by an attorney at law of the State of New Jersey.


 Applicant's Signature

Marie Palmieri, President
 The Ewing Cemetery Association

THIS INDENTURE, made this 19TH day of APRIL, 1922, between FIRST PRESBYTERIAN CHURCH OF EWING, a religious corporation of the State of New Jersey, hereinafter called "Owner", and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey, hereinafter called "Electric",

WITNESSETH:

WHEREAS, Electric is desirous of erecting a pole, and installing wires and cables, ~~and~~ guy wires, and appurtenances for the conduct of its business on, over, and across the property of Owner in the Township of Ewing, Mercer County, New Jersey.

NOW, THEREFORE, Owner, and Electric in consideration of the premises, and the sum of One Dollar (\$1.00), to each in hand paid, receipt of which is hereby acknowledged, and the covenants and conditions herein contained, have mutually covenanted and agreed and by these presents do covenant and agree as follows:

FIRST: Owner hereby grants to Electric the right, privilege, authority, and easement to erect, maintain, and replace one (1) pole, ~~and~~ guy wires in the Township of Ewing, Mercer County, New Jersey, approximately as shown on drawing numbered DT-11-19,2798 hereto attached and hereby made a part hereof, to attach to, maintain, and operate on said pole and across said property wires, cables, guy wires, fixtures, appliances, and appurtenances for the conduct of its business, and for other electrical uses.

SECOND: Owner hereby grants to Electric the right of access to said property at any time and without notice to inspect, maintain, repair, or replace said pole, ~~and~~ wires and cables, guy wires, fixtures, appliances, and appurtenances. Owner agrees that no attachments of any kind such as but not limited to clothes lines, radio aerials, basketball baskets, or climbing vines shall be made to any of said pole.

THIRD: Owner hereby grants to Electric permission at any time to erect, install, and maintain extensions of its wires or cables over the property of Owner from existing wires or cables to any consumers desiring electric service.

FOURTH: Electric may trim and keep trimmed all trees which shall in any manner interfere with the installation, operation, or maintenance of said wires and cables attached to said pole.

FIFTH: Electric may, at the request of Owner, relocate said pole, ~~and~~ wires and cables, ~~and~~ guy wires, fixtures, appliances, and appurtenances associated therewith at such location or locations as shall be mutually satisfactory to the parties herein. Electric to have the same rights and privileges in the new location or locations as it had in the old location or locations.

SIXTH: Any additions or deletions in this Indenture have been made before execution.

SEVENTH: The provisions of this Indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF Owner has signed, sealed, and delivered these presents the day and year first above written.

Attest: (Seal) James Young (James Young) President

Reynolds Buskley
(Reynolds Buskley)
Secretary

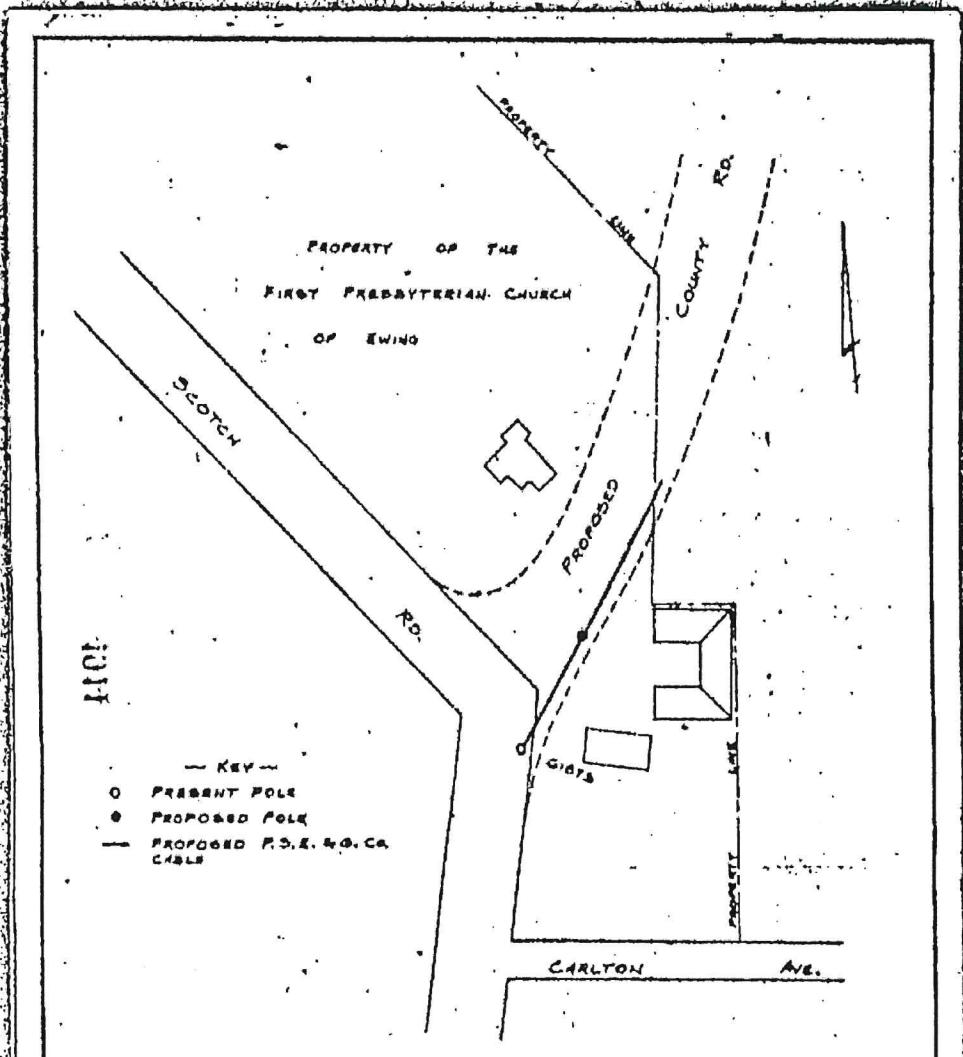
STATE OF NEW JERSEY
COUNTY OF MERCER

BE IT REMEMBERED, that on the 19TH day of APRIL, 1922, nineteen hundred and twenty-two, before me the subscriber, a Notary Public of New Jersey, personally appeared James Young, who, I am satisfied, is the President of FIRST PRESBYTERIAN CHURCH OF EWING, the corporation named in and which executed the foregoing instrument, and is the person who signed the said instrument as such officer for and on behalf of such corporation and he did acknowledge that the said instrument was made by such corporation and sealed with its corporate seal, and the said instrument is the voluntary act and deed of such corporation, made by virtue of authority from its Board of Directors.

Jack C. Sheehan, Jr.
NOTARY PUBLIC IN NEW JERSEY
My Commission Expires February 2, 1926

STATE OF NEW JERSEY
COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, _____, twelve hundred and sixty personally appeared _____, who, I am satisfied, is the _____ of _____, the corporation named in and which executed the foregoing instrument, and he did acknowledge that the said instrument was made by such corporation and sealed with its corporate seal, and the said instrument is the voluntary act and deed, for _____



| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|---------------------------------|
| SUBJECT PROPOSED POLE ON PROPERTY OF THE FIRST PRESBYTERIAN CHURCH OF EWING, SCOTCH RD., EWING TOWNSHIP, MERCER COUNTY, NEW JERSEY. | | | |
| LOCATION TRINITY AREA FIRST PRESBYTERIAN CHURCH | DRAWN BY L.V.M. | CHECKED S.C. | APPROVED BY <i>J.P. Hall</i> |
| FILE NUMBER F.C. | DATE 4-13-77 | SCALE AS SHOWN | DRAWING NUMBER E-11-14-2700 |
| PUBLIC SERVICE ELECTRIC AND GAS COMPANY ELECTRIC DEPARTMENT | | | |

RETURN TO:
PUBLIC SERVICE ELECTRIC & GAS CO.
ATTENTION J. C. SHERRIDAN JR.
804 590
TRENTON 4, N. J.

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4944*

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RECORDED & INDEXED
MERCER COUNTY
CLERK'S OFFICE

APR 19 1 02 PM '52

1615
TRENTON N. J.
WILLIAM H. FALCET
CLERK

APR 19 62 252890 2117. • 4944 02-202 4.70

VOL 1615 PAGE 588

THIS INDENTURE, made this 15th day of March
nineteen hundred and sixty-three (1963), between FIRST
PRESBYTERIAN CHURCH OF EWING, a religious corporation of the
State of New Jersey, hereinafter called "Owner", and PUBLIC
SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State
of New Jersey, hereinafter called "Electric",

W I T N E S S E T H :

WHEREAS, Electric desires to erect, maintain, and
replace one (1) pole and install, maintain, and replace two
(2) guy anchors for the conduct of its business on the
property of Owner in the Township of Ewing, Mercer County,
New Jersey:

NOW, THEREFORE, Owner and Electric, in consideration
of the premises, the sum of One Dollar (\$1.00) and other
good and valuable consideration to Owner in hand paid, the
receipt of which is hereby acknowledged, do mutually
covenant and agree as follows:

FIRST: Owner grants to Electric the right, privi-
lege, authority, and easement to erect, maintain, and replace
one (1) pole and install, maintain, and replace two (2) guy
anchors on the property of Owner in the Township of Ewing,
Mercer County, New Jersey, approximately as shown and
indicated on drawing numbered BT-11-19:2817 hereto attached
and hereby made a part hereof, and to attach to said pole
and across said property wires and cables for the conduct of
its business.

SECOND: Owner grants to Electric the right of
access to said property without prior notice to inspect,
maintain, repair, or replace said pole, guy anchors, wires,
and cables.

THIRD: Electric may trim and keep trimmed all
trees which shall in any manner interfere with the installa-
tion, operation, or maintenance of the wires or cables
attached to said pole.

FOURTH: Electric agrees to indemnify and hold

harmless Owner from any claim or damage by reason of this easement resulting from any invasion of any right of interest at the location indicated within the church yard.

FIFTH: The provisions of this Indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Owner has signed, sealed, and delivered these presents the day and year first above written.



(Seal) FIRST PRESBYTERIAN CHURCH OF EWING

Attest:

By *James Young*
(James Young)
President

(Isabel Fisher)
Secretary

Isabel Fisher

STATE OF NEW JERSEY)
COUNTY OF MERCER) 88

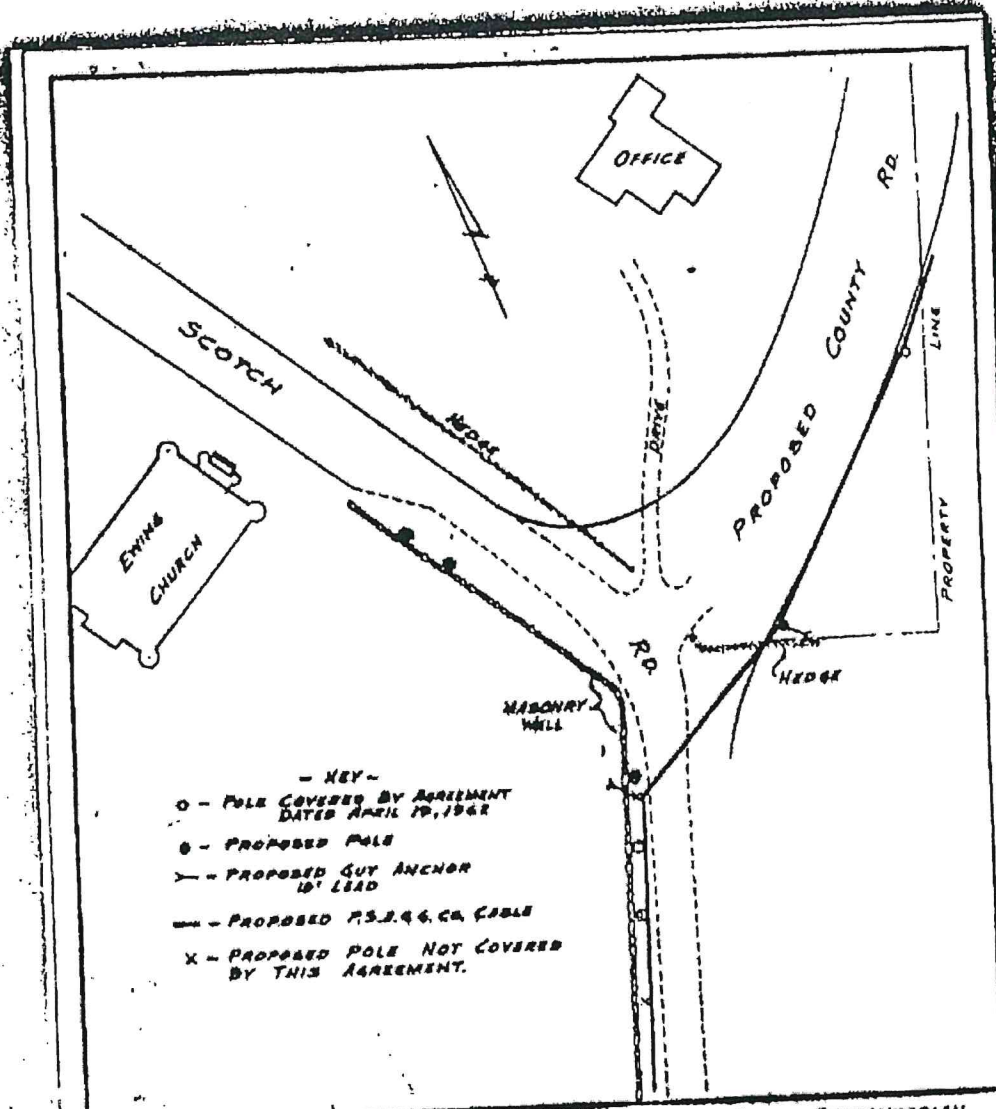
BE IT REMEMBERED, that on this 15th day of March, nineteen hundred and sixty-three (1963), before me the subscriber, a Notary Public of New Jersey, personally appeared James Young, who, I am satisfied, is the President of FIRST PRESBYTERIAN CHURCH OF EWING, the corporation named in and which executed the foregoing instrument, and is the person who signed the said instrument as such officer for and on behalf of such corporation and he did acknowledge that the said instrument was made by such corporation and sealed with its corporate seal, and the said instrument is the voluntary act and deed of such corporation, made by virtue of authority from its Board of Directors.



Isabel Miller
Isabel Miller
Notary Public of New Jersey



Vol. 1854 MAR 60



- KEY -
- - POLE COVERED BY AGREEMENT DATED APRIL 19, 1962
 - - PROPOSED POLE
 - X— - PROPOSED GUY ANCHOR 10' LEAD
 - - - - - PROPOSED 75,000 V. C.A. CABLE
 - X - PROPOSED POLE NOT COVERED BY THIS AGREEMENT.

PROPOSED POLE & GUY ANCHORS ON PROPERTY FIRST PRESBYTERIAN CHURCH OF EWING, SCOTCH RD., EWING TWP, MERCER COUNTY, N. J.

| | | | | | | | | | |
|-------------|-----------------------------------|------|---------|-------------|----------|------------|----------------------------|----------------|---------------|
| LOCATION | TRENTON AREA SOUTHERN DIVISION | DATE | 1-22-62 | DESIGNED BY | D. J. M. | CHECKED BY | J. S. | APPROVED BY | J. S. Hall |
| FILE NUMBER | F. C. | DATE | 1-22-62 | SCALE | AS SHOWN | TITLE | DIVISION DISTRICT ENGINEER | DRAWING NUMBER | DT-11-19-2817 |

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
ELECTRIC DEPARTMENT

W1104 PAGE 61

3337

RECEIVED & RECORDED
MERCER COUNTY
CLERK'S OFFICE

MAY 5 2 27 PM '63

DEED
1654
THOMAS J.
WILLIAM H. ALBEY
CLERK

✓
520
2/1

Return to
Public Service Electr. & Gas Co.
ATTN: J.C. SHELDON JR.
RD. BOX 570
TRENTON 8, N.J.

1654 PER 02

Mercer County Clerk's Office

Return To:

DAVID A SCHWEIZER ESQ
LAW OFFICE OF JOSEPH G MANIACI
385 KINGS HWY NORTH SUITE 105
CHERRY HILL NJ 08034

Index DERDS

Book 04340 Page 0138

No. Pages .0011

Instrument MISC DEEDS

Date : 8/07/2002

Time : 7:00:25

Control # 200208070392

AMERICAN PROPERTIES EWING

INST# RD 2002 042704

FIRST PRESBYTERIAN CH EWING

Employee ID SUSANJ

| | | |
|-----------|----|-------|
| RECORDING | \$ | 33.00 |
| | \$ | .00 |
| RECORDING | \$ | 37.00 |
| | \$ | .00 |
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| | \$ | .00 |
| Total: | \$ | 70.00 |

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *

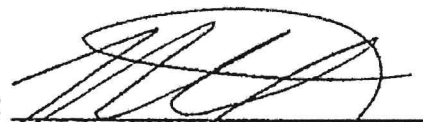
Catherine DiCostanzo
Mercer County Clerk



0043400138

VOL 4340 PG 138

Prepared by:


Ronald L. Shimanowitz, Esq.

DD5
10 P
P 70⁰⁰
#1178

DRAINAGE FACILITIES EASEMENT

THIS INDENTURE made on the 9th day of July, 2002, between
AMERICAN PROPERTIES AT EWING, L.L.C., a New Jersey Limited Liability
Company, having an address at 517 Route 1 South, Suite 2100, Iselin, New
Jersey 08830, hereinafter called the "Grantor", **AND**
FIRST PRESBYTERIAN CHURCH OF EWING, a New Jersey
Corporation, having an address at 100 Scotch Road, Ewing, New Jersey,
hereinafter called the "Grantee".

WITNESSETH

WHEREAS, Grantor is the fee simple title owner of that certain tract of land
lying and being in the Township of Ewing, County of Mercer and State of New
Jersey, which tract of land is identified as Lot 2.01 in Block 365 as shown on the
Tax Map of the Township of Ewing, said parcel being hereinafter referred to as
the "Property"; and

WHEREAS, Grantor, on January 31, 2002, received subdivision approval
from the Ewing Township Planning Board (hereinafter the "Board"), which
approval was memorialized by Resolution on January 31, 2002; and



TAYLOR WISEMAN & TAYLOR
ENGINEERING • SURVEYING • PLANNING • LANDSCAPE ARCHITECTURE

2007 Eastpark Boulevard • Cranbury, New Jersey 08512
609 • 655 • 9525 cranbury@taylorwiseman.com FAX 609 • 655 • 4656

Deed Description
Drainage Easement
Block 365 Proposed Lot 2.01
Ewing Township
Mercer County, New Jersey

James M. Stevens, PE, President
William R. Ormsundsen, Jr., PE
Thomas M. Howell, PE
Anthony F. DiAlessio, LS
Gary L. Johnson, PE
Richard W. McGuire, PE
Edward P. Brady, PE
Robert R. Heggan, Jr., LS
Robert T. McAnally, Jr., PE
Bernard T. Teszelski, PE

Dennis R. Leep, PE
Robert A. Ryan, LS
Gary V. Vecchio, PE

June 10, 2002
#19650.S001

Ralph C. Ford, LS
Michael H. Saperstein, LS
Jerry W. Scott, LS

BEGINNING at a point in the southerly line of Block 365 Proposed Lot 2.01 as indicated on a plat filed or about to be filed in the Mercer County Clerk's Office, as shown on plan entitled "Plan of Subdivision Block 365 Lot 2", prepared by Taylor, Wiseman & Taylor dated November 26, 2001, revised through June 11, 2002. Said point being the following courses and distances from a point in the Southwesterly sideline of Scotch Road (a.k.a. Mercer County Route No. 611), being distant 33.00 feet as measured at right angles to the centerline of the same, and being corner to Lot 2, Block 370 as shown on the Ewing Township Tax Map. Thence;

- A) Along the Southwesterly sideline of Scotch Road, parallel to, and distant 33.00 feet as measured at right angles to the centerline of Scotch Road, South thirty six degrees, fifty nine minutes, fifty one seconds East (S 36°59'51" E), six hundred sixty three and twenty three hundredths feet (663.23) feet to a point in the same, and being corner to Block 365 Lot 2.02, Thence,
- B) Along the line of Lot 2.02, South eighteen degrees, twenty nine minutes, four seconds West (S 18°29'04" W), three hundred thirty seven and ninety four hundredths feet (337.94) feet to a point, Thence,
- C) South sixty nine degrees, fifty five minutes, forty eight seconds West (S 69°55'48" W), one hundredths eighty and forty one hundredths feet (180.41) feet to a point, Thence;
- D) Still along the same, North seventy one degrees, forty four minutes, twelve seconds West (N71°-44'-12"W) one hundred fifty and twenty eight hundredths feet (150.28) to the point of **BEGINNING**. Thence;
 - 1) Along the southerly line of Proposed Lot 2,01, North seventy one degrees, forty four minutes, twelve seconds West (N71°-44'-12"W), thirty seven and forty six hundredths feet (37.46) to a point. Thence;
 - 2) North thirty nine degrees, twenty seven minutes, fifty four seconds West (N39°-27'-54"W), ninety eight and eighty two hundredths feet (98.82) to a point. Thence;
 - 3) North fifty degrees, thirty two minutes, six seconds East (N50°-32'-06"E), twenty feet (20.00) to a point. Thence;

Corporate Office
184 Galbiter Drive
Suite 150
Mount Laurel, NJ 08054
656 • 835 • 7800
FAX 656 • 722 • 9250
mtlaurel@taylorwiseman.com

SCHEDULE A
VOL 4340 PG 140
Page 1 of 2



- 4) South thirty nine degrees, twenty seven minutes, fifty four seconds East (S39°-27'-54"E), one hundred thirty and forty nine hundredths feet (130.49) to a point and place of BEGINNING.

Containing 2,293.14 Square Feet.

Being and intended to be a strip of land twenty feet in width extending from the southerly line of Proposed Lot 2.01 northerly for Drainage Easement purposes.

Robert A. Ryan, PLS
N.J. License No. 27482

SCHEDULE A

Page 2 of 2
VOL 434 OPG 141

WHEREAS, the Approval requires Grantor to grant to Grantee a Drainage Facility Easement affecting portions of the Property which, after subdivision, shall be identified as Lot 2.01 In Block 365;

NOW THEREFORE, the Grantor for and in consideration of the sum of ONE (\$1.00) DOLLAR plus other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant and convey unto the said Grantee, its successors and assigns, forever, a non-public easement over lands more particularly described by metes and bounds in Schedule A attached hereto and made a part hereof which easement is located on the land in the Township of Ewing, County of Mercer, State of New Jersey.

The conditions of this Easement are as follows:

1. Grantee is given a continuous and perpetual right-of-way and easement through, over, upon, under, in, across, and along the described easement for a pipe, swale, ditch to carry stormwater from the property of Grantee (Lot 2.02, Block 365) to the Detention Basin to be constructed by Grantor on Lot 2.01, Block 365, and all necessary surface and subsurface appurtenances, the perpetual right to reconstruct, operate, maintain, inspect, protect and repair such drainage facilities and all necessary surface and subsurface appurtenances within said easement, the perpetual right to do within said easement all that may be necessary for the reconstruction, replacement, extension, improvement, betterment, maintenance, inspection, protection,

operation, and use of such drainage facilities within said easement including all reasonable incidental rights to protect and preserve installed lines and appurtenances such as the right to subjacent lateral support, the right to construct and maintain rip rap at stream crossings and at other places where such protection may be required to protect installed lines and appurtenances from erosion, the right to reasonably limit loads traversing or bearing upon the surface of the right-of-way to protect the installed lines and appurtenances from stress or damage due to weight, shock, vibration or other similar phenomena, the right to construct and maintain requisite surface and subsurface appurtenances and to take any reasonable action that may be necessary to protect installed drainage facility lines from infiltration, the perpetual right to use said easement for the purposes aforesaid and remove all buildings, structures and obstructions of whatsoever kind or character now or hereafter found on or within said easement and also the perpetual right of free and unobstructed access thereto, use and possession thereof with all manner of men, machinery, supplies, materials and equipment for the accomplishment of any and all of the foregoing purposes and any other purpose required to accomplish the aforesaid purposes within said area being more particularly described on Schedule A attached hereto and made a part of hereof. Said easement area being further set forth on a certain map entitled "Plan of Subdivision, Block 365, Lot 2, Ewing Township, Mercer County, New Jersey", prepared by Robert A. Ryan, dated

November 26, 2001, which Map is filed in the Office of the Clerk, Mercer County on June 28, 2002 as Map No. 3827. Said easement being a 20' wide drainage easement granted to and for the benefit of Lot 2.02, Block 365 including the right to discharge undetained storm water.

2. Grantee, its agents, representatives, employees or any person entity designated by it, shall also have the right, but not the duty, of entry and re-entry in and upon the easement area for the purpose of installing, constructing, and maintaining the drainage facilities.

3. In the event Grantee installs or repairs any portion of the drainage facilities, Grantee shall, at Grantee's sole cost and expense, restore the surface area over the easement area, to the extent practicable, to its original condition after entry in and upon said lands for the purposes herein permitted.

4. This Easement shall run with the land and be binding upon all successors and assigns of the Grantor and Grantee herein.

5. Grantee shall have the right, but not the duty, to enter upon the easement with vehicles and equipment, in order to exercise its rights with respect to said easement. Except in cases of emergency, Grantee shall provide Grantor at least forty-eight (48) hours notice prior to any such entry. Grantee will replace and/or restore the grade of any property and any landscaping disturbed by Grantee in connection with the exercise of its rights pursuant hereto. Upon completion of any work by Grantee, Grantee shall remove, or shall

cause to be removed all materials, tools, equipment, building supplies and debris from the easement and surrounding area.

6. Grantee hereby agrees to indemnify, defend, and hold Grantor harmless from and against any loss, damage, lien, encumbrances, suit, claim, or expense (including, without limitation, attorneys fees) caused by or arising from any damage or injury to property or persons arising from or in connection with any of the rights herein granted.

7. Grantor may convey, mortgage, lease, or otherwise transfer title or interest in the lands subject to the easement; provided, however, that the covenants and conditions herein shall continue in effect, it being the intention of the parties that the easement and the terms and conditions set forth herein shall become a part of the chain of title and shall run with the land.

8. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which to divest themselves of any interest in all or portion of the Property.

9. In the event that Grantee fails to properly maintain, inspect and/or repair any portion of the easement or improvements therein and continues to fail or refuse to do so after written notice from the Grantor, the Grantor shall have the right, but not the duty, seven (7) days after delivery of such notice to enter upon the easement to perform any and all work determined by the Grantor in its reasonable discretion to be necessary to protect the public health, safety, and

welfare and costs thereof shall be paid by Grantee within thirty (30) days after submission of a statement thereof. If Grantee commences work within a seven (7) day period and is diligently pursuing completion of same, the time period for cure shall be extended for a reasonable time period needed to complete work.

10. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified, return receipt requested, first class mail, postage prepaid, addressed as follows:

To Grantor: American Properties at Ewing, L.L.C.
517 Route 1 South, Suite 2100
Iselin, New Jersey 08830

To Grantee: First Presbyterian Church of Ewing
100 Scotch Road
Ewing, New Jersey 08628

11. Wherever in this Instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors, and assigns" had been inserted after each and every designation. All terms, covenants, and conditions herein contained shall be for, and inure to the benefit of, and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors, and assigns, respectively.

12. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Instrument may require.

13. This Instrument shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

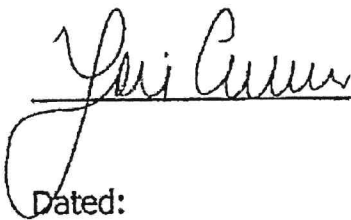
14. The provisions of this Instrument may not be amended, modified, or terminated without the express written consent of the parties.

15. This Easement shall be subject to, and read in conjunction with, all other easements and improvements depicted on Filed Map No. 3827 described above in paragraph one and approved site plans.

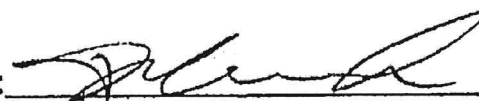
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year above written.

WITNESS:

AMERICAN PROPERTIES AT EWING,
L.L.C., a NJ Limited Liability
Company



Dated:

By: 

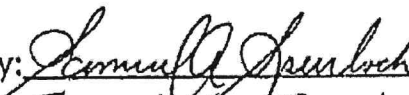
Randy J. Csik, Member

~~WITNESS:~~
Witness:

David Schweitzer, Esq.

7/9/02
Dated: 7/9/02

FIRST PRESBYTERIAN CHURCH
OF EWING, a NJ Corporation


By: 

Samuel A. Spurlock, ~~Member~~ Trustee

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS.:

The foregoing instrument was acknowledged before me this 17 day of July, 2002, by RANDY CSIK, as Managing Member of AMERICAN PROPERTIES AT EWING, L.L.C., a New Jersey limited liability company, on behalf of the limited liability company.

LORI E. CURRERI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 26, 2004


NOTARY PUBLIC OF NEW JERSEY

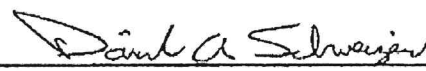
STATE OF NEW JERSEY, COUNTY OF Middlesex SS.:

I CERTIFY that on July 9, 2002,

Samuel A. Sprulock

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as the Trustee of First Presbyterian Church of Ewing the corporation named in this document;
- (b) the proper corporate seal was affixed, and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.


NOTARY PUBLIC OF NEW JERSEY
David A. Schweizer
Attorney at Law of State
of New Jersey

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