

RESOLUTION 53 – 2015
RESOLUTION AUTHORIZING ACQUISITION OF
SEWER EASEMENT ON PROPERTY DESIGNATED
AS LOT 3, BLOCK 5, OF THE TAX MAPS

WHEREAS, the Borough is in the process of investigating certain improvements to the Sanitary Sewer Pumping Station fronting on Mantua Avenue at Block 5, Lot 5.03; and

WHEREAS, it would appear that the acquisition of an Easement on the adjoining Lot 3, Block 5, is necessary to allow the installation of a Sanitary Sewer Force Main in substitution of the existing Discharge Main; and

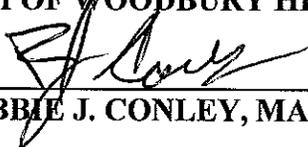
WHEREAS, the Owner of the aforesaid adjoining Lot 3 has agreed to convey an Easement to the Borough for the aforesaid purposes at a cost of one dollar (\$1.00); and

WHEREAS, the Borough Council deems the acquisition of this Easement to be necessary and prudent and in the best interests of the Borough;

NOW THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, that the acquisition and acceptance of a Sanitary Sewer Easement on Lot 3, Block 5, of the Tax Maps for the purposes aforesaid is hereby authorized, such Easement as more particularly described in the “Deed of Sewer Easement” annexed hereto.

BOROUGH OF WOODBURY HEIGHTS

BY: _____

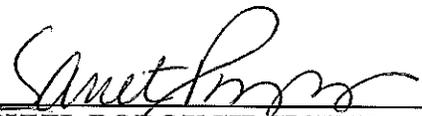

ROBBIE J. CONLEY, MAYOR

Attest:



JANET PIZZI, BOROUGH CLERK

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the regular meeting held on the 15th of April, 2015.



JANET PIZZI, BOROUGH CLERK

March 24, 2015

Description of Property
Sanitary Sewer Easement

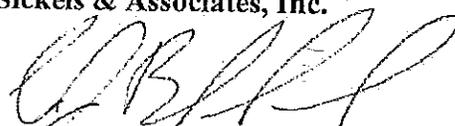
All that certain tract or parcel of land as illustrated on a plan entitle "Plan of Easement for Broadway & Holly, LLC, Block 5, Lot 3, Borough of Woodbury Heights, Gloucester County, New Jersey", said plan having been prepared by Sickels & Associates, Inc. (file no. WH-1044-A), dated March 20, 2015 and being more particularly described as follows:

Beginning at a point in the Southerly line of Lincoln Avenue (variable width), said point being distant South 73° 22' 00" East 21.44 feet from a point formed by the intersection of the Easterly line of Mantua Avenue (NJSH Route 45, variable width) with the Southerly line of Lincoln Avenue, and from said beginning point runs, thence;

1. Along the Southerly line of Lincoln Avenue, South 73° 22' 00" East 35.36 feet to a point, Thence;
2. Partially through Block 5, Lot 3, South 16° 38' 00" West 121.35 feet to a point, Thence;
3. Continuing through Block 5, Lot 3 North 73° 22' 00" West 30.00 feet to a point, Southeasterly corner to Block 5, Lot 5.03, Thence;
4. Along the Easterly line of the same North 06° 30' 20" East 30.47 feet to a point, Northeasterly corner to said Lot 5.03, Thence;
5. Through Block 5, Lot 3 North 16° 38' 00" East 91.35 feet to the point and place of beginning.

Said above described tract or parcel of land containing within said bounds 4,210.54 square feet of land (0.097 acres), more or less.

Prepared by:
Sickels & Associates, Inc.

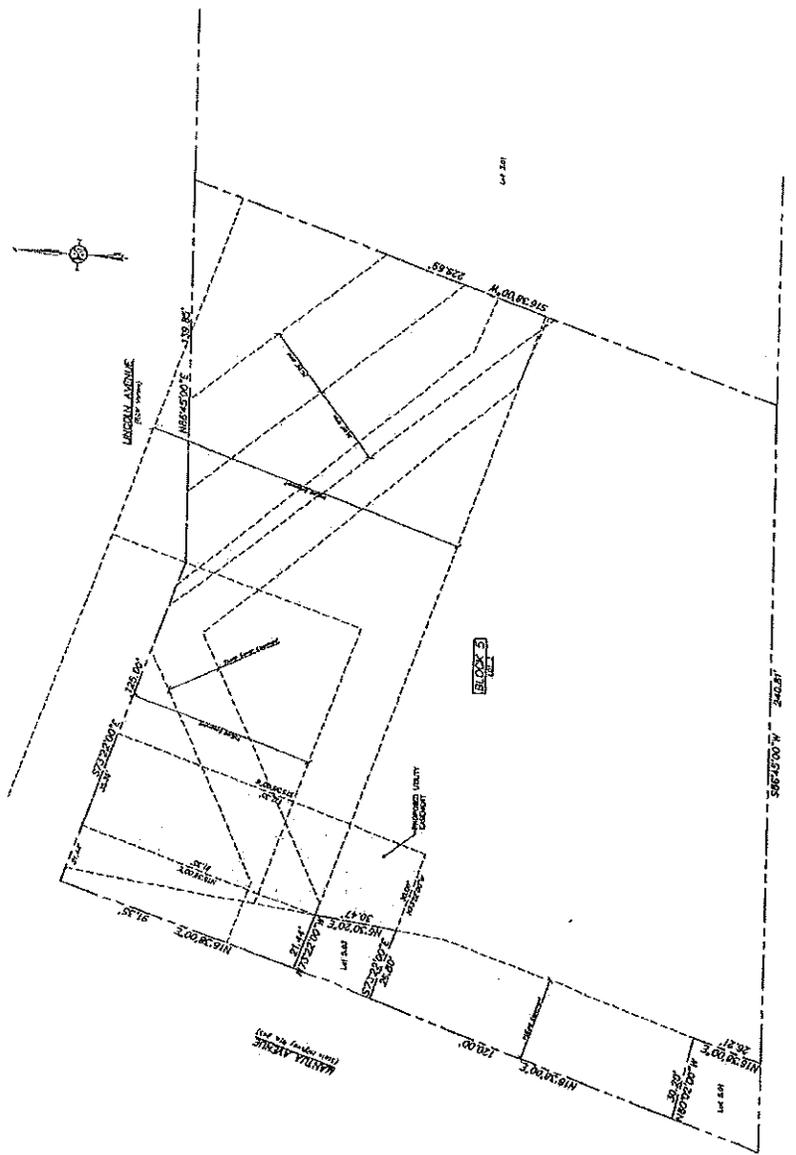
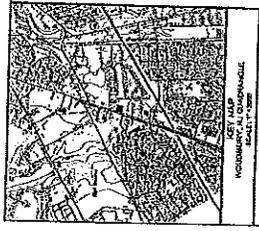

Christopher J. Bouffard, PLS
NJ Professional Land Surveyor no. 37576

CJB: cjb

File WH-1044-A

EXHIBIT 'B'

NO.	DATE	REVISIONS	BY



GENERAL NOTES:
 1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE PLAN IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT.
 2. THE PLAN IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT.
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PLAN OF EASEMENT
BROADWAY & HOLLY, LLC
 BRIDGE OF MOBILITY ALLEYS, CLACKAMAS COUNTY, NEW JERSEY

SICKELS & ASSOCIATES, INC.
 10000 S. 100TH AVENUE
 SUITE 100
 CLACKAMAS, OR 97015
 PHONE: (503) 251-1234
 FAX: (503) 251-1234
 WWW: WWW.SICKELSANDASSOCIATES.COM

CHRISTOPHER J. BOUFFARD
 PROFESSIONAL SURVEYOR N.J. LIC. NO. 37376

LEGEND

1	PROPERTY LINE
2	ADJACENT PROPERTY
3	ADJACENT STREET
4	ADJACENT LOT
5	ADJACENT EASEMENT
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**DEED
OF
SEWER EASEMENT**

(Lot 3, Block 5, situate in the Borough of Woodbury Heights, Gloucester County, New Jersey)

THIS DEED OF EASEMENT is made this ____ day of _____, 2015, between BROADWAY & HOLLY, LLC, a New Jersey Limited Liability Company, with an address of 3000 Atrium Way, Suite 219, Mt. Laurel, New Jersey, 08054 (hereinafter the "GRANTOR"), and the BOROUGH OF WOODBURY HEIGHTS, a Municipal Entity of the State of New Jersey, with an address of 500 Elm Avenue, Woodbury Heights, New Jersey, 08097 (hereinafter the "GRANTEE").

The words "GRANTOR" and "GRANTEE" shall mean all Grantors and Grantees listed above.

WHEREAS, GRANTOR is the owner of that real property located in the Borough of Woodbury Heights, County of Gloucester, New Jersey, designated as Block 5, Lot 3, of the Official Tax Maps of the Borough of Woodbury Heights, the "GRANTOR'S property"; and

WHEREAS, the GRANTEE is the owner of certain adjoining land located in the Borough of Woodbury Heights, County of Gloucester, State of New Jersey, designated as Block 5, Lot 5.03, of the Official Tax Maps of the Borough of Woodbury Heights, the "GRANTEE'S property"; and

WHEREAS, the GRANTEE intends to install, construct, maintain and operate certain sanitary sewer lines, pipes, equipment and appurtenances that will service a sanitary sewer pumping station located on the aforesaid GRANTEE'S property; and

NOW, THEREFORE, for in consideration of the sum of one dollar (\$1.00), and for other good and valuable consideration, the receipt of which the GRANTOR hereby acknowledges, and in further consideration of the mutual promises, covenants, and conditions hereinafter contained, GRANTOR does hereby grant and convey onto GRANTEE and GRANTEE'S successors and assigns, the right, privilege, authority and easement to install, construct, lay, operate, inspect, maintain, repair, reconstruct, renew, replace, or remove, in whole or in part, now or in the future, mains, lines, pipes, conduits, accessory facilities and appurtenances to a sanitary sewer pumping station in, over, upon, under and through a certain parcel of land owned by the GRANTOR in the Borough of Woodbury Heights, County of Gloucester, New Jersey, as more particularly described in the Legal Description which is set forth in **Exhibit 'A'** attached hereto, and as further depicted on the attached drawing set forth as **Exhibit 'B'** hereto, together with the right to reasonable ingress, egress and regress over GRANTOR'S property to and from the Easement Area for the purposes aforesaid;

TO HAVE AND TO HOLD the Easement hereinabove granted with the appurtenances, unto GRANTEE, its successors, grantees and assigns forever, subject, however, to the following terms, covenants and conditions:

1. GRANTEE covenants and agrees that upon the completion of the installation, reconstruction, renewal, replacement, maintenance or removal of the aforesaid sanitary sewer lines and facilities in the Easement Area, that GRANTEE will, at GRANTEE'S sole expense, restore the land and improvements thereon as nearly as practical to the condition in which the surface was prior to such installation, reconstruction, renewal, replacement, maintenance or removal, which condition shall be reasonably satisfactory to the GRANTOR.
2. GRANTOR covenants and agrees that GRANTEE shall have the right to assign any or all of its right, title and interest to the Easement granted herein to the BOROUGH OF WOODBURY HEIGHTS or to any other governmental entity or agency having jurisdiction over the Woodbury Heights Sanitary Sewer System.
3. GRANTEE shall at all times exercise due care in the manner in which the rights granted hereunder are exercised, and shall undertake all activities in a manner consistent with any related permits and consistent with the laws, ordinances, codes, regulations and rules of any and all governmental jurisdictions or public utilities having jurisdiction with regard to the subject matter hereof. Notwithstanding the foregoing, GRANTEE shall have no obligation to restore or replace any impediments removed from the property by the GRANTEE. Subject to the foregoing, GRANTEE agrees to exercise its rights so as to not unnecessarily or unreasonably interfere with the rights of the GRANTOR in the property or to the GRANTOR'S tenants or invitees.
4. The provisions of this Easement shall inure to the benefit of and be an obligation upon the GRANTOR and GRANTEE and their respective heirs, successors, grantees and assigns.
5. This Easement and the rights and obligations of the Parties hereto shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
6. If any of the terms, covenants or provisions of this Easement shall be invalid or unenforceable, the remainder of such terms, covenants or provisions of this Easement shall not be affected thereby and each of the said terms, covenants or provisions hereof shall be enforceable to the fullest extent permitted by applicable law.
7. No agreement hereinafter made shall be effective to change, modify or discharge this Easement, in whole or in part, unless such agreement is in writing and signed by both GRANTOR and GRANTEE or their respective successors, grantees, or assigns.
8. This Deed shall be recorded in the Office of the Clerk of the County of Gloucester.

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

WITNESS:

GRANTOR:
BROADWAY & HOLLY, LLC

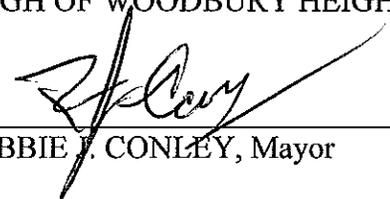
By: _____
GEORGE DIEMER, Managing
Member

ATTEST:



JANET PIZZI, Borough Clerk

GRANTEE:
BOROUGH OF WOODBURY HEIGHTS

By: 

ROBBIE J. CONLEY, Mayor

STATE OF :
 :§
COUNTY OF :

I certify that on _____, 2015, GEORGE DIEMER personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he signed, sealed and delivered the attached document as Managing Member of BROADWAY & HOLLY, LLC, the company named in this Document; and
- (b) this document was signed and made by the limited liability company as its voluntary act and deed authorized by a Resolution of the limited liability company.

Notary Public of New Jersey

STATE OF NEW JERSEY :
 :**§**
COUNTY OF GLOUCESTER :

I hereby certify that on the ____ day of _____, 2015, ROBBIE J. CONLEY personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he is the Mayor of the BOROUGH OF WOODBURY HEIGHTS and has signed, sealed and delivered the attached document as a lawful representative of the aforesaid Borough; and
- (b) that this document was signed by the aforesaid ROBBIE J. CONLEY, as Mayor, after the adoption of a Resolution of the BOROUGH OF WOODBURY HEIGHTS authorizing such action; and
- (c) this document was signed and made by the BOROUGH OF WOODBURY HEIGHTS as its voluntary act and deed.

Notary Public of New Jersey

ATTEST:

JANET PIZZI, CLERK,
BOROUGH OF WOODBURY HEIGHTS