

TOWNSHIP OF HAMILTON
ORDINANCE NO.1774-2014

AUTHORIZING THE SALE BY THE TOWNSHIP OF HAMILTON OF A UTILITY EASEMENT UPON LOT 24.03 IN BLOCK 1132.02 OF THE TAX MAP FOR THE TOWNSHIP OF HAMILTON TO THE HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

WHEREAS, the Township of Hamilton desires to sell a utility easement upon Lot 24.03 in Block 1132.01 to the Hamilton Township Municipal Utilities Authority for the sum of \$1.00; and

WHEREAS, the Local Lands and Buildings Law, NJ.S.A. 40A:12-1, et seq., authorizes a municipality to privately sell any interest in real property no longer needed for public purposes to any body corporate and politic of the State of New Jersey; and

WHEREAS, the Hamilton Township Municipal Utilities Authority is a body corporate and politic of the State of New Jersey under the Municipal and County Utility Authorities Law, NJ.S.A. 40:14B-Letseq.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Hamilton, County of Atlantic and State of New Jersey, that:

SECTION 1. AUTHORIZATION AND DIRECTION TO SELL

The Mayor and other Township Officials are hereby Authorized and Directed to sell to the Hamilton Township Municipal Utilities Authority an easement upon Lot 24.03 in Block 1132.01 on the Official Tax Map for the Township of Hamilton, which easement shall be as described and pictured on the "Description of Property" and drawing annexed hereto and made a part hereof as Appendix A, and which sale shall be in the form of the Deed of Easement annexed hereto and made apart hereof as Appendix B.

SECTION 2. AUTHORIZATION AND DIRECTION TO TAKE NECESSARY ACTION.

The Mayor and other Township Officials are hereby Authorized and Directed to sign, file, and record any documents necessary to carry out their authority under Section 1 of this Ordinance and to ensure the authorized sale is properly recorded in the Office of the Atlantic County Clerk;

SECTION 3. REPEALER

Any Ordinance inconsistent with the terms of this Ordinance is hereby repealed to the extent of such inconsistency.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon its final passage and publication as provided by law.

ATTEST:

TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF HAMILTON,
COUNTY OF ATLANTIC and
STATE OF NEW JERSEY

Joan I. Anderson, R.M.C.
Township Clerk

ROGER J. SILVA, MAYOR

ROLL CALL: DIX "YES"
 GATTO "YES"
 GUISHARD "YES"
 LINK "YES"
 SILVA "YES"

ORDINANCE NO. 1774-2014 INTRODUCED AND PASSED FIRST READING ON JUNE 16, 2014.

APPENDIX A

DESCRIPTION OF PROPERTY:

"15' Wide Utility Easement:" P/o BLOCK 1132.01, LOT24.03 TOWNSHIP of HAMILTON COUNTY of ATLANTIC, STATE of NEW JERSEY

ALL THAT CERTAIN TRACT or parcel of land situate in the Township of Hamilton, County of Atlantic, and State of New Jersey; and being more particularly described as follows:

BEGINNING at a point where the westerly line of the herein described easement, intersects the division line between Lot 24.03 and Lot 23.01, Block 1132.01, said point being measured along said division line and along Lot 23.02, North 62 degrees 46 minutes 31 seconds West, a distance of 131.00 feet from a concrete monument and from said beginning point runs; thence

1. Along said division line and along a 15' wide utility easement as described in Lot 23.01, Block 1132.01, South 62 degrees 46 minutes 31 seconds East, a distance of 19.3+/- feet to a point in the easterly line of the herein described easement; thence
2. Along the same and passing through Lot 24.03, South 11 degrees 44 minutes 41seconds East, a distance of 242.9+/- feet to a point in the division line between Lot 24.03 and Lot 42.04, Block 1132.01, said point also being the easterly line of a 15' wide utility easement as described in Lot 42.04, Block 1132.01; thence
3. Along said division line, South 22 degrees 27 minutes 16 seconds West, a distance of 26.7+/- feet to a point in the westerly line of the herein described easement;
4. Along the same and passing through Lot 24.03, North 11 degrees 44 minutes 41 seconds West, a distance of 277.1+/- feet to the point and place of BEGINNING.

Containing within said bounds 3,900.1 +/- square feet_ * .

Date: September 5,2013 Rev. Sept. 23, 2013

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850 south white horse pike, po box 579, hammonton, nj 08037-2019 2312 whltehorse-mercervilleroad, suite 205, hamiiton, nj08619-1953

tel. (609) 56 1-0482 fax. (609) 567-8909 tel. (609)587-3433 lax. (609) 587-5405

APPENDIX B

Prepared by:

Cooper Levenson, P.A.

By:

Rebecca C. Lafferty, Esq.

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this day of , 2014, between the **TOWNSHIP OF HAMILTON**, a body corporate and politic, having its principal office at 6101 Thirteenth Street, Mays Landing, New Jersey (hereinafter referred to as "Grantor"), and the **HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**, a body corporate and politic, having its principal office at 6024 Ken Scull Avenue, in the Township of Hamilton, County of Atlantic, and State of New Jersey (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Township of Hamilton, County of Atlantic and State of New Jersey, commonly known as Block 1132.01, Lot 24.03 (the "Property") on the Municipal Tax Map;

WHEREAS, Grantee is a public utility of the Township of Hamilton, engaged in furnishing water and sewer service to subscribers in the Township of Hamilton; and

WHEREAS, Grantor does agree to convey a non-exclusive easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the provision of utility service thereto and for the conduct of its business, all in accordance with and for the purposes set forth in this Deed of Easement, for the mutual benefit of both Grantor and Grantee;

NOW, THEREFORE, WITNESSETH: In consideration of these premises and the sum of ONE DOLLAR (\$1.00), paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. Grantor does hereby grant and convey unto Grantee a non-exclusive easement in perpetuity in, under, through, upon, over and across the hereinbefore described Property of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating and maintaining mains, pipes, manholes, handholes, and other fixtures, appurtenances and facilities (hereinafter the "Facilities") which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper for the distribution of water, together with such free and unlimited access to, egress and ingress in, from and over all points of said Property, as is reasonable or necessary for the facilities to be installed therein are more particularly described in the Description of Property dated September 5, 2013 (revised September 23, 2013), and attached hereto as **Exhibit "A"**, and also shown on the drawing (revised on September 23, 2013) attached hereto as **Exhibit "B"** and made a part hereof.

2. Grantor does further grant and convey to Grantee the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, maintenance or operation of said Facilities within the easement area. Grantee shall not be responsible for any damage to any trees or other vegetation due to the installation of the Facilities.

3. Grantor shall have the right to use, occupy and enjoy the surface and air space around the easement area for any purpose which does not interfere or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantee. The Grantors right to use, occupy and enjoy the surface shall include the right to pave the land within the easement area for roadways and sidewalks. Grantor agrees, however, that no buildings or structures shall be erected on said perpetual right of way or within ten (10) feet of said Facilities of Grantee, or otherwise interfere with the Grantee's immediate access to said right of way, without the Grantee's prior approval in writing.

4. Grantor shall have the right to allow other utilities to use the said easement area for any purpose that does not in any way interfere with the accessibility and safe operation of said Facilities of Grantee, and subject to the consent of Grantee. Grantor's right to allow other utilities to use the easement area does not include the right to allow other utilities to use the Facilities that Grantee has installed in the easement. Grantor's right to allow other utilities to use the easement area shall in no way limit the rights granted to Grantee with this easement.

5. Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor; and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of Grantee.

6. If Grantor shall, at any time after the initial installation of said Facilities, request Grantee to relocate said Facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Grantor, Grantee to have the same rights and privileges in the new location or locations as in the former location or locations.

7. Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all encumbrances.

8. Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes he full use,

occupancy and enjoyment of said easement. Said easement area and of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any acts or omissions of Grantee or by any employee, licensee, invitee or agent of Grantee.

9. This Deed of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey and recorded on the title to the Property.

10. It is understood that this Deed contains and expresses all the agreements and obligations of the Grantor in regard to the subject matter hereof, and no covenant, agreement or obligation not expressed herein shall be imposed upon the Grantee; no verbal representations or statements have been made modifying, adding to, or changing the terms of this agreement; and this Deed shall be binding upon the Grantor and Grantee, shall run with the land, and shall inure to the benefit of their respective heirs, personal representatives, successors and assigns. The Grantee shall have the right to assign this Deed in whole or in part.

11. Grantor agree to execute such ratification agreements as may be required by Grantee if and when the rights herein granted are exercised, to correct any error in description of the lands crossed by said right of way and easement as may be disclosed by survey of the route.

12. By the acceptance of this instrument, Grantee agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and 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, Grantor has duly signed these presents the day and year first above written.

WITNESS/ATTEST: GRANTOR: **TOWNSHIP OF HAMILTON**

By: _____
Roger Silva Mayor

WITNESS/ATTEST:

GRANTEE: **HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

By: _____
ROBERT E. MATTLE, JR., CHAIRMAN

STATE OF NEW JERSEY)

); SS.

COUNTY OF ATLANTIC)

I CERTIFY, that on this day of , 2013,
personally came before me and stated to my satisfaction that this person:

- (a) executed the foregoing instrument as of the TOWNSHIP OF HAMILTON, the entity named in this Grant of Easement and was fully authorized by the Hamilton Township Committee to and did execute this Grant of Easement on its behalf; and
- (b) made this Grant of Easement for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Notary Public

STATE OF NEW JERSEY)

); SS.

COUNTY OF ATLANTIC)

I CERTIFY, that on this day of , 2013,
personally came before me and stated to my satisfaction that this
person:

- (a) executed the foregoing instrument as of the HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, the entity named in this Grant of Easement and was fully authorized by its Board of Directors to and did execute this Grant of Easement on its behalf; and

(b) made this Grant of Easement for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in NJ.S.A. 46:15-5).

Notary Public