

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-085

Council Meeting Date: 02-09-2015

Date Adopted: 02-09-2015

TITLE: RESOLUTION AUTHORIZING MEMORANDUM OF AGREEMENT AND EASEMENT AGREEMENT WITH RESPECT TO 41 BROOK HOLLOW LANE, BLOCK 254, LOT 26

Councilperson Gennaro submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize a Memorandum of Agreement and Easement Agreement with respect to 41 Brook Hollow Lane, Block 254, Lot 26 in the Borough of New Providence, in the forms attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 9th day of February, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO			X	
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 9th day of February, 2015.

Wendi B. Barry, Borough Clerk

Memorandum of Agreement

1. **WHEREAS** Kurt McPoland, and his wife, Natalie McPoland (hereinafter the “McPolands”) and the Borough of New Providence (hereinafter the “Borough”) hereby freely and voluntarily enter into an agreement this 9th day of January, 2015, regarding the property known as 41 Brook Hollow Lane, in the Borough of New Providence, County of Union, New Jersey, 07904 (hereinafter the “Property”); and

2. **WHEREAS**, the Borough agrees to seek approval from New Jersey Department of Environmental Protection (herein after “NJDEP”), as well as any other applicable source for stream bank stabilization work with regard to the sanitary sewer and storm water easement encumbered upon the property; The Parties agree as follows:

1. The Borough agrees to provide the McPolands with advance notice of one (1) week prior to the commencement of any construction on the property;

2. The Borough’s application to the NJDEP will request the NJDEP provide the McPolands with advance notice prior to ingress onto the property;

3. All provisions of this agreement are contingent upon the Borough receiving approval from NJDEP, and any other applicable governing body;

4. The conveyance of any interest in real estate between the McPolands and the Borough regarding the property is contingent upon the Borough receiving approval from NJDEP, and any other applicable governing body;

5. The Borough agrees to remove trees marked on the plan attached to this exhibit;

6. The signed application to the NJDEP which has been held in escrow by Dempsey, Dempsey & Sheehan shall be delivered to the Borough upon the execution of this memorandum of agreement and the execution of the easement deed;

7. The Borough agrees to provide black powder coated aluminum fencing at the height and location as the parties will agree; and

8. The Borough agrees to provide the McPolands with the contact information of the contractors selected to work on the property known as 41 Brook Hollow Lane, in the Borough of New Providence, County of Union, New Jersey.

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

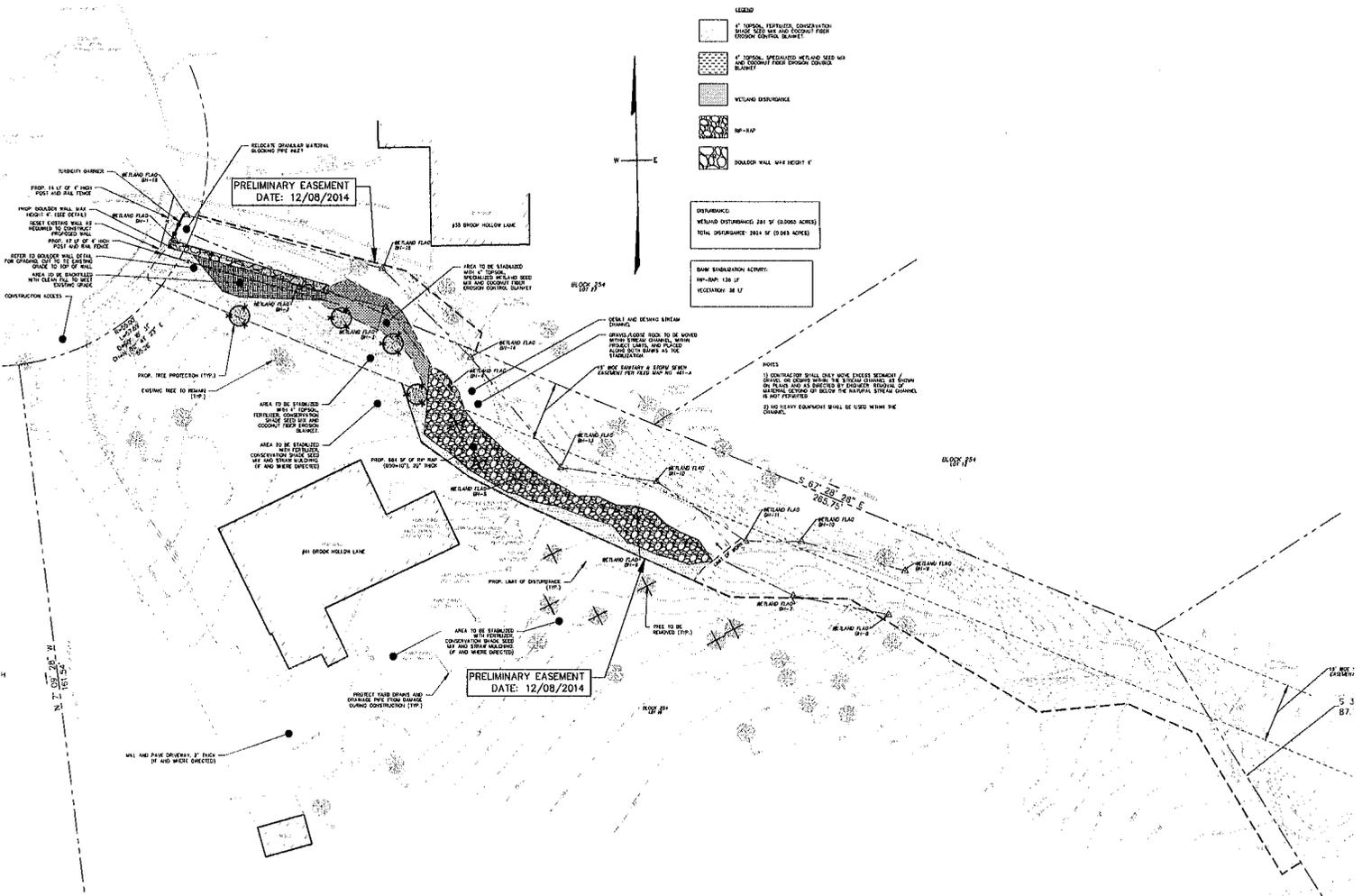
WITNESS:

SIGNATURES:

Kurt McPoland

Natalie McPoland

By: _____
The Borough of New Providence



LEGEND

- 4" SPECIAL REVEGETATION CONCENTRATION BROADCAST SEED AND 100% FIBER EROSION CONTROL BLANKET
- 4" SPECIAL SPECIATED METHOD REVEGETATION AND 100% FIBER EROSION CONTROL BLANKET
- WETLAND DISTURBANCE
- 10" RAP
- 10" SOULSBY WALL 4\"/> 4" HEIGHT

DISBURSED
 WETLAND DISTURBANCE: 2814 SF (0.065 ACRES)
 TOTAL DISTURBANCE: 2814 SF (0.065 ACRES)

SOIL STABILIZATION ACROSS:
 10" RAP: 138 SF
 VEGETATION: 38 SF

PRELIMINARY EASEMENT
 DATE: 12/08/2014

PRELIMINARY EASEMENT
 DATE: 12/08/2014

NOTES

- 1) CONTRACTOR SHALL ONLY WORK EXISTING BEDROCK CHANNEL. DO NOT REMOVE EXISTING BEDROCK CHANNEL. ALL WORK ON PLAN AND AS DIRECTED BY ENGINEER. STABILIZATION OF BEDROCK CHANNEL SHALL BE PERFORMED AS NOTED.
- 2) NO HEAVY EQUIPMENT SHALL BE USED WITHIN THE CHANNEL.

TURF CUTTING
 FROM 14 LF OF 4" HIGH
 POOL AND BAIL EDGE
 100% SOULSBY WALL 4"
 HEIGHT 4" (SEE DETAIL)
 SOULSBY WALLS SHALL BE
 REQUIRED TO CONSTRUCT
 REVEGETATION WALL
 FROM 14 LF OF 4" HIGH
 POOL AND BAIL EDGE
 REFER TO COVERED TYPICAL
 FOR DETAILS OF 4" HIGH
 POOL AND BAIL EDGE
 AREA TO BE REVEGETATED
 WITH 4" SPECIAL REVEGETATION
 CONCENTRATION BROADCAST
 SEEDS AND 100% FIBER
 EROSION CONTROL BLANKET

AREA TO BE STABILIZED
 WITH 4" SPECIAL
 REVEGETATION CONCENTRATION
 BROADCAST SEEDS AND
 100% FIBER EROSION
 CONTROL BLANKET

AREA TO BE STABILIZED
 WITH 4" SPECIAL
 REVEGETATION CONCENTRATION
 BROADCAST SEEDS AND
 100% FIBER EROSION
 CONTROL BLANKET

DESIGN AND DESIGN STREAM
 CHANNEL
 GRASSY SLOPE SOILS TO BE MOVED
 WITHIN STREAM CHANNEL. WITHIN
 PROTECT CHANNEL, AND 100%
 FIBER EROSION CONTROL BLANKET
 TO BE INSTALLED

PROTECT
 1) CONTRACTOR SHALL ONLY WORK EXISTING BEDROCK
 CHANNEL. DO NOT REMOVE EXISTING BEDROCK CHANNEL. ALL
 WORK ON PLAN AND AS DIRECTED BY ENGINEER. STABILIZATION
 OF BEDROCK CHANNEL SHALL BE PERFORMED AS NOTED.
 2) NO HEAVY EQUIPMENT SHALL BE USED WITHIN THE
 CHANNEL.

WALL AND PARK DRIVEWAY. 3" THICK
 4" AND WARE DIRECTED

PROTECT HAIR GRASS AND
 CHANNEL. THE TYPICAL CHANNEL
 CONSTRUCTION (10%)

PROX. 24'
 100'

10' HIGH
 EROSION
 5' 3"
 BT.

Easement Agreement
For Sanitary Sewer and Storm Water

THIS INDENTURE made the ___ of ___, 2015, by and between Kurt McPoland and Natalie McPoland, husband and wife, residing at 41 Brook Hollow Lane in the Borough of New Providence, New Jersey, herein after referred to as “Grantors”;

and

The Borough of New Providence, New Jersey, hereinafter referred to as the “Grantee”.

WHEREAS, the Grantors are owners in fee simple of certain real property located at 41 Brook Hollow Lane, in the Borough of New Providence, County of Union, New Jersey, designated as Lot 26, Block 254 on the official Tax Map of the Borough of New Providence, County Clerk, hereinafter referred to as the “property”; and

WHEREAS, the Grantors have conditioned this transaction upon the Grantee receiving approval for stream bank stabilization work by the New Jersey Department of Environmental Protection and Energy (“NJDEP”); and

WHEREAS, the Grantors, having the authority to do so, intend to enter into this Easement Agreement in order to grant the Grantee an Easement on the property to complete stream bank stabilization work and allow access for maintenance consisting of clearing and removing any blockage in the system; and

NOW THEREFORE, in consideration for the issuance and completion of the stream bank stabilization work and for valuable consideration, the receipt and sufficiency which is hereby acknowledged, and the facts recited above and the terms, conditions and restrictions

contained herein, the Grantors hereby agree that the Property shall be subject in perpetuity to the following conveyances, covenants, and restrictions in favor of the Grantee:

All those tracts or parcels of land situate, lying and being in the Borough of New Providence, in the County of Union and State of New Jersey, and being more particularly described as an easement for sanitary and storm sewer purposes 20.00 feet in width as shown on the map prepared by Maser Consulting dated 12/8/14 described as "Preliminary Easement," a copy of which is attached hereto:

(The metes and bounds description will be finalized in the field by a licensed surveyor).

1.

2.

3.

4.

TO HAVE AND TO HOLD the above described right with the right of ingress and egress for the purposes herein set forth, unto the said Grantee, its successors and assigns, to its proper use, and benefit forever, all upon the condition that Grantee will at all times, after doing any work in connection with the construction, maintenance or repair of the stream bank stabilization work, restore said premises to the condition in which same were found before such work was undertaken, and that in the use of said rights and privileges herein granted the said Grantee will not create a nuisance or do any act that will be detrimental to said premises; and

WHEREAS, where there is an existing home outside the scope of the easement, the Grantors shall retain the right to repair, modify, and/or maintain the home so long as such repairs, modifications, and/or maintenance do not affect the purpose of the easement; and

WHEREAS, the Grantors do for themselves and their heirs and assigns, covenant and agree to and with the Grantee, its successors and assigns, that they, the Grantors are the true lawful and right owners of all and singular the above described land and premises, and of every part thereof, at the time of the sealing and delivery of these presents, and that the Grantors now have good right, full power and lawful authority to grant, bargain, sell and convey the said right in the said land and premises in manner aforesaid;

AND ALSO that the said Grantors, for themselves and their heirs and assigns, do covenant, promise and agree to and with the Grantees, its successors and assigns that they have not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel

thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever; and

TO HAVE AND TO HOLD onto the Borough of New Providence, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Easement shall not only be binding upon the Grantors but also its agents, personal representatives, assigns and all other successors in interest, and shall continue as a servitude running in perpetuity with the Property; and

IN WITNESS WHEREOF the said Grantors have hereunto set their hands and seal on the day and year first above written, and direct that this instrument be recorded in the office of the _____ County Clerk.

Signed, sealed and delivered in the presence of:

As to Kurt & Natalie McPoland "GRANTORS"

Kurt McPoland

As to the Borough of New Providence "Grantee"

Natalie McPoland

Borough of New Providence

STATE OF _____

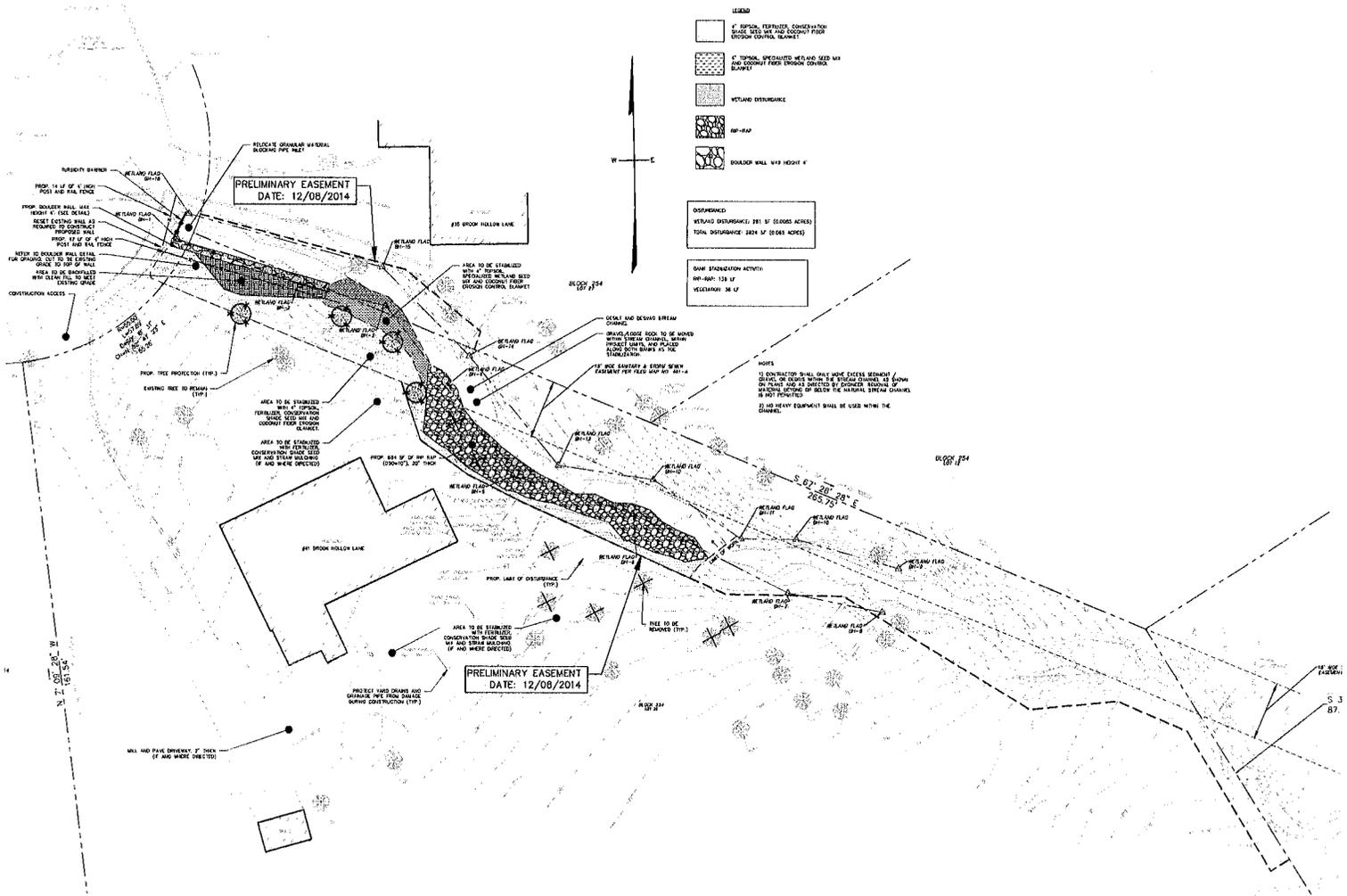
COUNTY OF _____

Be it remembered that on this _____ day of _____ 20_, before me, the subscriber, a Notary Public of New Jersey, personally appeared: _____, and he thereupon acknowledged that he signed the foregoing instrument (*in such capacity, that the seal affixed to said instrument is the corporate seal of said corporation*), and that said instrument is the voluntary act of deed of said person.

A Notary Public of: _____

My Commission Expires: _____

Attachments Required:



PRELIMINARY EASEMENT
DATE: 12/08/2014

PRELIMINARY EASEMENT
DATE: 12/08/2014

LEGEND

- F. TOPSOIL, FERTILIZER, CONCENTRATION
SPECIALIZED WEED AND TREE MAINTENANCE
DRAINAGE CHANNEL
- C. TOPSOIL, SPECIALIZED WEED AND TREE MAINTENANCE
DRAINAGE CHANNEL
- WETLAND DISTURBANCE
- SWP-IMP
- DRAINAGE CHANNEL WITH 4\"/>

DISTURBANCE

WETLAND DISTURBANCE: 781 SF (0.008 ACRES)
TOTAL DISTURBANCE: 3284 SF (0.040 ACRES)

SUMMARY INFORMATION

WETLAND DISTURBANCE: 781 SF
TOTAL DISTURBANCE: 3284 SF

NOTES

1) CONSTRUCTION SHALL ONLY EXCEED BERMEDGES /
DRAINAGE CHANNELS WHEN THE BERMEDGES OR DRAINAGE
CHANNELS ARE NECESSARY TO MAINTAIN THE STABILITY OF
THE BERMEDGES OR DRAINAGE CHANNELS. IN SUCH
EVENTS, THE DISTURBANCE SHALL BE LIMITED TO THE
NECESSARY AREA.



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