

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-176

Council Meeting Date: 04-27-2015

Date Adopted: 04-27-2015

TITLE: RESOLUTION AUTHORIZING SANITARY SEWER EASEMENT
AGREEMENT WITH RESPECT TO 755 CENTRAL AVENUE, BLOCK
185, LOT 22

Councilperson Galluccio 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 Sanitary Sewer Easement Agreement with respect to 755
Central Avenue, Block 185, Lot 22 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 27th day of April, 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 27th day of April, 2015.

Wendi B. Barry, Borough Clerk

SANITARY SEWER EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT IS MADE THIS ___ day of _____, 2015 by and between 755 Central Avenue, LLC, a New Jersey Limited Liability Company, 87 West Passaic Street, Rochelle Park, New Jersey (hereinafter referred to as “Grantor”) and the Borough of New Providence, a Municipal Corporation of the State of New Jersey, 360 Elkwood Avenue, New Providence, New Jersey (hereinafter referred to as “Grantee”).

WHEREAS, the Grantor is the owner of certain property located at 755 Central Avenue, in the Borough of New Providence, County of Union and State of New Jersey and referenced as Block 185 Lot 22 on the Tax Map of the Borough of New Providence (hereinafter referred to as “Property”); and

WHEREAS, there exists a 12 foot wide sanitary sewer easement under the existing building on the Property and which traverses the Property from adjacent Lot 21 to adjacent Lot 23; and

WHEREAS, the Property was recently the subject of a certain development application before the Zoning Board of Adjustment of the Borough of New Providence (App. # 2012-13) and as part of the approval issued by the Zoning Board of Adjustment, the Grantor is required to address the status of the existing 12 foot wide sanitary sewer easement which crosses under the building and provide the Grantee with a 20 foot wide sanitary sewer easement toward the northeast corner of the property for the future relocation of the sanitary sewer; and

WHEREAS, the purpose of this Agreement is to extinguish the existing 12 foot wide sanitary sewer easement and formalize said 20 foot wide sanitary sewer easement.

NOW THEREFORE, for good and valuable consideration, the Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys a 20 foot wide easement across the Property as graphically depicted on a certain “Sanitary Easement Exhibit” prepared by Omland Engineering Associates, Inc. dated November 24, 2014, attached hereto as Exhibit A and as further described in the metes and bounds description prepared by Omland Engineering Associates, Inc. dated November 29, 2012, revised February 19, 2013, and which is attached hereto as Exhibit B.

2. Said easement is granted solely for the purpose of providing Grantee with reasonable access onto the Property to maintain, repair or replace the relocated sewer line to be located within said easement area and Grantee shall be solely responsible for maintenance, repair or replacement obligations concerning the relocated sewer line and all costs and expenses associated therewith.
3. Grantor shall not locate any structure foundations within said easement.
4. Before entering onto the Property, Grantee shall provide Grantor with at least seventy-two (72) hours notice which notice shall include a written description of the maintenance or repair work to be performed and a timetable for completion so that the Grantor can coordinate access with the operator of the businesses on the property.
5. Grantee shall use reasonable efforts to minimize the impact and disturbance on the remainder of the Property and uses occurring thereon resulting from Grantee's use of the easement area.
6. Grantee shall be responsible for all costs associated with relocation of the sewer line to the new sewer easement area.
7. Said easement shall run with the land and the provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and/or assigns.
8. Said easement is perpetual and this Agreement can only be modified or terminated in writing and signed by the parties hereto and/or their legal successors or assigns.
9. Grantor hereby vacates and forever extinguishes the existing 12 foot wide right-of-way and sanitary sewer easement located on the Property and referenced in Deed Book 2339 Page 430 and Deed Book 2474 Page 266 in the Union County Clerk's Office. Said right-of-way and easement being vacated and extinguished is graphically depicted on Exhibit A and further described in the metes and bounds description prepared by Omland Engineering Associates, Inc. dated November 29, 2012, revised February 19, 2013, and which is attached hereto as Exhibit C.

THIS AGREEMENT IS EFFECTIVE upon execution by the parties and shall continue in perpetuity.

Witness/Attest:

755 Central Avenue, LLC
(Grantor)

BY:

BY:

Witness/Attest:

Borough of New Providence, a
Municipal Corporation of the
State of New Jersey
(Grantee)

BY: Wendi Barry, Borough Clerk

BY: Al Morgan, Mayor

STATE OF NEW JERSEY :

ss.

COUNTY OF :

I CERTIFY that on _____, 2015

_____, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Agreement;
- (b) signed, sealed and delivered this Agreement as his or her act and deed;
- (c) _____ is a _____ of 755 Central Avenue, LLC, a New Jersey limited liability company, and is authorized to execute this Agreement on its behalf; and
- (d) made this Agreement 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.)

STATE OF NEW JERSEY :

ss.

COUNTY OF UNION :

I CERTIFY that on _____, 2015

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

- (a) is the Clerk of the Borough of New Providence in the County of Union, State of New Jersey, which is the Grantee named in this Agreement;
- (b) is the attesting witness to the signing of this Agreement by the proper municipal corporate officer, AL MORGAN, who is the Mayor of the Borough of New Providence in the County of Union, State of New Jersey;
- (c) this Agreement was signed and delivered by the municipal corporation _____ as its voluntary act duly authorized by a proper ordinance of the governing body of the Municipality;
- (d) this person knows the proper seal of the Municipality which is affixed to this Agreement; and
- (e) this person signed this proof to attest to the truth of these facts.
