

MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: O-12-2017-028

**ORDINANCE OF THE MONROE TOWNSHIP COUNCIL
AUTHORIZING THE ACCEPTANCE OF A DEED OF EASEMENT FOR
SEWER AND WATER APPURTENANT FACILITIES ON LAND SHOWN
ON THE TAX MAP OF MONROE AS LOT 14 IN BLOCK 36**

WHEREAS, the Township of Monroe Planning Board has approved a certain development by JSM at Monroe LLC (a/k/a Celebrations at Monroe) (PB 1167-15) for the development of property, including a parcel of land shown on the tax map of Monroe as Lot 14 in Block 36 (the Subject Land); and

WHEREAS, the development plan requires that JSM at Monroe LLC (a/k/a Celebrations) convey to the Township of Monroe certain easements for the construction, maintenance, replacement and/or supplementation of water and sewer appurtenant facilities on or under the surface of the Subject Land; and

WHEREAS, JSM at Monroe LLC (a/k/a Celebrations) has provided to the Monroe Township Utility Department (“MTUD”) the Deed for the aforesaid easements, a true copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the form of the Deed of Easement has been reviewed and approved by MTUD and the Township Attorney; and

WHEREAS, acceptance of the Deed of Easement is in the public interest;

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Monroe, County of Middlesex, State of New Jersey as follows:

Section 1. The Mayor, Township Clerk and Township Attorney are hereby authorized to accept the Deed of Easement conveying an easement a for across Lot 14, in Block 36 to the Township in the form attached as Exhibit A.

Section 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section 3. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

Section 4. This Ordinance shall take effect upon final passage and publication as provided by law.

STEPHEN DALINA, Council President

RECORDED VOTE – INTRODUCTION – December 4, 2017						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Baskin						
Councilwoman Cohen						
Councilman Leibowitz						
Council V. President Schneider						
Council President Dalina						

NOTICE

Notice is hereby given that the foregoing Ordinance was introduced and passed on first reading at a meeting of the Monroe Township Council held on December 4, 2017. Said Ordinance will again be read and considered for final passage at the next scheduled meeting of the Monroe Township Council to be held on December 27, 2017 at 7:00 p.m. at the Monroe Township Municipal Building, 1 Municipal Plaza, Monroe Township, New Jersey 08831. At said time and place all persons having an interest in the foregoing Ordinance will be granted an opportunity to be heard concerning the same prior to consideration for final passage by the Council.

PATRICIA REID, Township Clerk

RECORDED VOTE – SECOND READING & FINAL ADOPTION– December 27, 2017						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Baskin						
Councilwoman Cohen						
Councilman Leibowitz						
Council V. President Schneider						
Council President Dalina						

ORDINANCE NO.: O-12-2017-028

**ORDINANCE OF THE MONROE TOWNSHIP COUNCIL
AUTHORIZING THE ACCEPTANCE OF A DEED OF EASEMENT FOR
SEWER AND WATER APPURTENANT FACILITIES ON LAND SHOWN
ON THE TAX MAP OF MONROE AS LOT 14 IN BLOCK 36**

MAYORAL APPROVAL

By virtue of the Optional Municipal Charter Law of 1950 and Chapter 3, Section 19 of the Code of the Township of Monroe, my approval of this Ordinance is effected by the affixing of my signature hereto.

GERALD W. TAMBURRO, Mayor

Date signed: _____

Prepared by:

JOHN W. VERLAQUE
ATTORNEY-AT-LAW OF NEW JERSEY

DEED OF EASEMENT

THIS DEED, made on this 18 day of April, 2017,

Between Thomas J. Swales, III, Jean Volosin and Thomas J. Swales, IV, as Trustees of the Residuary Trust Established in The Last Will and Testament of Thomas J. Swales, Jr. (with offices at/whose address is) PO Box 1046, Belmar, New Jersey 07719, referred to as the "GRANTOR", and

TOWNSHIP OF MONROE, a public body corporate and politic of the Township of Monroe, County of Middlesex, and the State of New Jersey, with its principal office at One Municipal Plaza, Monroe Twp., New Jersey 08831, referred to as the "TOWNSHIP."

WITNESSETH:

That the GRANTOR, in consideration of LESS THAN ONE HUNDRED (\$100.00) DOLLARS, the receipt of which is hereby acknowledged, does hereby grant and convey to the TOWNSHIP, its successors or assigns, a non-exclusive easement across the property in the Township of Monroe, County of Middlesex, and State of New Jersey (the "Easement Area," more particularly described in Schedule A attached hereto and shown on Schedule B attached hereto), being part of the premises designated as Block 36, running through lot 14 on the Monroe Township Tax Map.

The easement herein granted and conveyed by the GRANTOR to the TOWNSHIP gives the TOWNSHIP, and its successors or assigns, the right to construct, maintain, replace, or supplement its sewerage/water and appurtenant facilities on or under the surface of the Easement Area and to have free access to and across the Easement Area without need of notice, insofar as such right of access is necessary to the proper use of any right granted herein, on the condition that the Township, after doing work on the Easement Area, shall restore the premises substantially to its original condition, to the extent possible.

With respect to the easement herein granted, the Grantors, its successors and assigns, shall have the right to surface use of the Easement Area; but agree to be limited as follows:

1. No obstruction or encumbrance, physical or otherwise, shall be placed in or about the Easement Area which will obstruct the Township's purpose as expressed herein. This prohibition includes anything other than a grass lawn.
2. No fill, material, machinery, appliances, or similar objects may be placed on the Easement Area which will impose an additional loading in excess of one hundred pounds per square foot (100 lbs./sq. ft.) without the prior written approval of the Township.
3. Fencing of the Easement Area may be erected, as approved by the Township, provided the Grantor or his successor is responsible for all costs associated with removal and/or reinstallation of the fencing if and when it becomes necessary for the Township to work within the Easement Area.

The GRANTOR promises that the GRANTOR has done no act to encumber the property. This promise is known as a "Covenant as to Grantor's Acts" (N.J.S.A. 46:4-6).

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal the day and the year first above-written.

WITNESS/ATTEST:

[Handwritten signature]

GRANTOR:

[Handwritten signature]
Thomas J. Swales, III, Trustee of the Residuary Trust
Established in The Last Will and Testament of Thomas
J. Swales, Jr.

Jean Volosin, Trustee of the Residuary Trust
Established in The Last Will and Testament of Thomas
J. Swales, Jr.

Thomas J. Swales, IV, as Trustee of the Residuary Trust
Established in The Last Will and Testament of Thomas
J. Swales, Jr.

INDIVIDUAL ACKNOWLEDGEMENT WORDING:

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.:

I CERTIFY that on April 17, 2017, Thomas J. Swales, III, Trustee of the Residuary Trust Established in The Last Will and Testament of Thomas J. Swales, Jr.

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 deed;
- (b) signed, sealed and delivered this deed as her or her act and deed; and
- (c) made this deed for less than \$100.00, plus other valuable consideration as the full and actual consideration paid or to be paid for the grant of easement.

[Handwritten signature]
(Print Name of Notary Public below signature)

STATE OF MAINE)
COUNTY OF _____) SS.:



I CERTIFY that on _____, 20____, Jean Volosin, Trustee of the Residuary Trust Established in The Last Will and Testament of Thomas J. Swales, Jr.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal the day and the year first above-written.

WITNESS/ATTEST:

GRANTOR:

Thomas J. Swales, III, Trustee of the Residuary Trust
Established In The Last Will and Testament of Thomas
J. Swales, Jr.

Jean Volosin, Trustee of the Residuary Trust
Established In The Last Will and Testament of Thomas
J. Swales, Jr.

Thomas J. Swales, IV, as Trustee of the Residuary Trust
Established In The Last Will and Testament of Thomas
J. Swales, Jr.

INDIVIDUAL ACKNOWLEDGEMENT WORDING:

STATE OF FLORIDA)
COUNTY OF _____) SS.:

I CERTIFY that on _____, 20____, Thomas J. Swales, III, Trustee of the Residuary
Trust Established In The Last Will and Testament of Thomas J. Swales, Jr.

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 deed;
- (b) signed, sealed and delivered this deed as her or her act and deed; and
- (c) made this deed for **less than \$100.00**, plus other valuable consideration as the full and actual consideration paid or to be paid for the grant of easement.

(Print Name of Notary Public below signature)

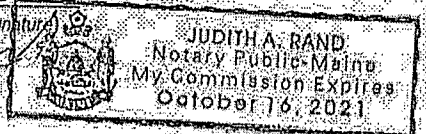
STATE OF MAINE)
COUNTY OF Cumberland) SS.:

I CERTIFY that on April 28th, 2017, Jean Volosin, Trustee of the Residuary Trust
Established In The Last Will and Testament of Thomas J. Swales, Jr.

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 deed;
- (b) signed, sealed and delivered this deed as her or her act and deed; and
- (c) made this deed for **less than \$100.00**, plus other valuable consideration as the full and actual consideration paid or to be paid for the grant of easement.

(Print Name of Notary Public below signature)

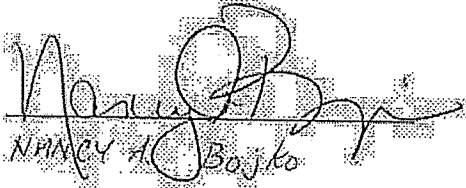


IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal the day and the year first above-written.


WITNESS/ATTEST:

GRANTOR:

Thomas J. Swales, III, Trustee of the Residuary Trust
Established in The Last Will and Testament of Thomas
J. Swales, Jr.


NANCY H. Bojko

Jean Volosin, Trustee of the Residuary Trust
Established in The Last Will and Testament of Thomas
J. Swales, Jr.



Thomas J. Swales, IV, as Trustee of the Residuary Trust
Established in The Last Will and Testament of Thomas
J. Swales, Jr.

INDIVIDUAL ACKNOWLEDGEMENT WORDING:

STATE OF FLORIDA)
COUNTY OF _____) SS.:

I CERTIFY that on _____, 20____, Thomas J. Swales, III, Trustee of the Residuary Trust Established in The Last Will and Testament of Thomas J. Swales, Jr.

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 deed;
- (b) signed, sealed and delivered this deed as her or her act and deed; and
- (c) made this deed for less than \$100.00, plus other valuable consideration as the full and actual consideration paid or to be paid for the grant of easement.

(Print Name of Notary Public below signature)

STATE OF MAINE)
COUNTY OF _____) SS.:

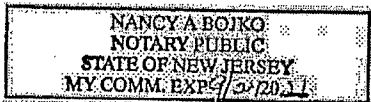
I CERTIFY that on _____, 20____, Jean Volosin, Trustee of the Residuary Trust Established in The Last Will and Testament of Thomas J. Swales, Jr.


STATE OF NEW JERSEY)
COUNTY OF Middlesex) SS:

I CERTIFY that on April 17, 2017, Thomas J. Swales, IV, Trustee of the Residuary Trust Established in The Last Will and Testament of Thomas J. Swales, Jr.

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 deed;
- (b) signed, sealed and delivered this deed as her or her act and deed; and
- (c) made this deed for ~~less than \$100.00~~, plus other valuable consideration as the full and actual consideration paid or to be paid for the grant of easement.




(Print Name of Notary Public below signature)
Nancy A. Bojko

Schedule A

Pump Station and Force Main
Easement Description of
Lot 14, Block 36

Township of Monroe, Middlesex County, New Jersey

Beginning at a point common to the southerly sideline of Mounts Mills Road and the common intersection of the northwesterly sideline of Lot 15 in Block 36 and the easterly sideline of Lot 14 in Block 36, a distant the following courses to the point of beginning:

- a. Along the southerly sideline of Mounts Mills Road, South 83 degrees 06 minutes 16 seconds West, a distance of 116.20 feet to a point; thence,
 1. South 06 degrees 59 minutes 44 seconds East, a distance of 126.50 feet to a point; thence,
 2. South 83 degrees 00 minutes 16 seconds West, a distance of 166.99 feet to a point common to the easterly line the Jersey Central Power & Light Company Easement; thence,
 3. Along the easterly line of the Jersey Central Power & Light Company Easement, North 02 degrees 51 minutes 57 seconds West, a distance of 97.71 feet to a point; thence,
 4. South 83 degrees 06 minutes 16 West, a distance of 112.34 feet to a point; thence,
 5. South 83 degrees 06 minutes 46 seconds West, a distance of 945.63 feet to a point; thence,
 6. North 06 degrees 53 minutes 14 seconds West, a distance of 22.00 feet to a point common to the southerly sideline of Mounts Mills Road; thence,
 7. Along the southerly sideline of Mounts Mills Road, North 83 degrees 06 minutes 46 seconds East, a distance of 167.60 feet to a point; thence,
 8. North 83 degrees 06 minutes 40 seconds East, a distance of 21.62 feet to a point; thence,
 9. North 81 degrees 50 minutes 03 seconds East, a distance of 380.90 feet to a point; thence,
 10. North 83 degrees 06 minutes 46 seconds East, a distance of 376.14 feet to a point; thence,
 11. North 83 degrees 06 minutes 16 seconds East, a distance of 262.01 feet to the point and place of beginning.

Said easement containing an area of 48,873.32 square feet or 1.122 acres of land, more or less.

April 10, 2017

