

MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: O-5-2025-011

**ORDINANCE OF THE MONROE TOWNSHIP COUNCIL
AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE AN EASEMENT
OVER PROPERTY LOCATED ON 951 STATE ROUTE 33 WEST KNOWN AS BLOCK
5, LOT 12.02, FROM HENNESSY REALTY, LLC, IN CONNECTION WITH THE
INSTALLATION AND MAINTENANCE OF WATER AND SEWER INSTALLATIONS**

WHEREAS, Hennessy Realty, LLC (“Hennessy Realty”) is the owner of property located on 951 State Route 33 West, identified as Block 5, Lot 12.02 on the Official Tax Map Township of the Township of Monroe (the “Property”); and

WHEREAS, the Township of Monroe (the “Township”) seeks to acquire an easement for the purpose of installing and maintaining water and sewer piping to be located within, upon or beneath the Property; and

WHEREAS, pursuant to N.J.S.A. 40A:12-5(a) of the Local Lands and Buildings Law, the Township is authorized to acquire real property, or interests therein, by ordinance; and

WHEREAS, a Declaration of Easement from Hennessy Realty has been executed by Hennessy Realty, which provides the Township with a perpetual easement in the Property as described in the Declaration appended hereto as Attachment A; and

WHEREAS, after analysis and review, the Township has determined it is in its best interest to enter into the aforementioned Declaration of Easement in a form substantially similar to the form attached hereto as Attachment A, subject to the review and approval of the Township Attorney.

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

1. The Mayor and Clerk are hereby authorized to execute all documents necessary for the acceptance of the Declaration of Easement as described in substantially the form appended hereto as Attachment A, subject to the review and approval of the Township Attorney, which set forth the terms and conditions pertaining to the easement.
2. If any section or provision of this Ordinance shall be held to be invalid by any court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance.
3. All ordinances or part of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.
4. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.


SO, ORDAINED as aforesaid.


MIRIAM COHEN, Council President

RECORDED VOTE – INTRODUCTION – May 7, 2025						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Dipierro	X		X			
Councilman Markel			X			
Councilwoman Siegel			X			
Council V. President Van Dzura		X	X			
Council President Cohen			X			

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 May 7, 2025. Said Ordinance will again be read and considered for final passage at a Meeting of the Monroe Township Council to be held on June 16, 2025 at 6:30 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.


CHRISTINE ROBBINS, Township Clerk

RECORDED VOTE – SECOND READING & FINAL ADOPTION – June 16, 2025						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Dipierro	X		X			
Councilman Markel		X	X			
Councilwoman Siegel			X			
Council V. President Van Dzura			X			
Council President Cohen			X			


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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.



STEPHEN DALINA, Mayor

Date signed: 6/17/25

ATTACHMENT A

(Declaration of Easement)



3



Nancy J. Pinkin
 Middlesex County Clerk
 Recording Data Cover Page
 Pursuant to N.J.S.A. 46:26A-5

INSTR # 2025041465
 0 BK 19773 PG 1038 Pgs 1038 - 1052 (15 pgs)
 RECORDED 07/15/2025 09:06:27 AM
 NANCY J. PINKIN, COUNTY CLERK GO
 MIDDLESEX COUNTY, NEW JERSEY
 RECORDING FEES: \$13.00

Official Use Only

Date of Document December 11th, 2024	Type of Document Easement
First Party Name Hennessy Realty, LLC	Second Party Name Township of Monroe
Additional First Parties	Additional Second Parties

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.

Block 5	Lot 12.02
Municipality Monroe	Consideration
Mailing Address of Grantee Township of Monroe 1 Municipal Plaza, Room 107 Monroe Twp., NJ 08831	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.

Original Book	Original Page
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MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.

This cover page is for use in Middlesex County, New Jersey only.

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

15



PREPARED BY AND RECORD AND RETURN TO:

Rainone Coughlin Minchello, LLC
555 U.S. One South, Suite 440
Iselin, New Jersey 08830

DECLARATION OF PERMANENT EASEMENT

THIS DECLARATION OF PERMANENT EASEMENT (this “**Declaration**” or “**Permanent Easement**”) is made as of December 11th, 2024 (the “**Effective Date**”), by and between **HENNESSY REALTY, LLC** (the “**Owner**”), having an address at PO Box 692, Cranbury, NJ 08512, and his successors and assignees, and the **TOWNSHIP OF MONROE**, a public body corporate and politic, having an address at 1 Municipal Plaza, Monroe Township, NJ 08831 (the “**Township**,” and together with the Owner, the “**Parties**”).

PRELIMINARY STATEMENT

WHEREAS, on the date of this Permanent Easement, Owner is the owner and holder of fee title to that certain parcel of real property (together with all appurtenances thereto and improvements now or hereinafter located thereon), situated in the Township of Monroe, County of Middlesex, State of New Jersey, commonly known as Lot 12.02, Block 5 on the official tax map of the Township of Monroe (the “**Property**”); and

WHEREAS, the Owner desires to grant this Permanent Easement to the Township for the purpose of maintaining and accessing the water and sewer piping to be installed by Township Parties along Bentley Road, which shall take effect immediately and shall grant the Township the rights necessary to use, maintain, repair, replace, and access the water and sewer piping, as well as any appurtenances thereto, to ensure the proper functioning of the water supply system; and

WHEREAS, the Township and the Owner are entering into this Permanent Easement to establish certain, restrictions, rights and responsibilities upon and across the Property, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Owner and the Township, hereby agree as follows:

1. **Certain Defined Terms.**

When used in this Permanent Easement, the following initially capitalized terms shall have the meanings attributed thereto in this Section 1.

(a) “**Affected Property**” means, that portion of the Property which comprises the Easement Area.

(b) “**Easement Area**” shall mean that portion of Lot 12.02, Block 5 which is affected by the Easement, as described in the legal description attached hereto as **Exhibit “A”** and shown on the sketch attached hereto as **Exhibit “B.”**

(c) “Easement” or “Permanent Easement” shall mean the “Easement” as described in the legal description attached hereto as Exhibit “A” and shown on the sketch attached hereto as Exhibit “B” and incorporated herein by reference.

(d) “Owner” means Hennessy Realty, LLC, together with their successors in title to all or any portion of Lot 12.02 of Block 5, also known as 951 State Route 33 West, Monroe Township, New Jersey 08831, which is affected by the Permanent Easement.

(e) “Maintain” means to perform Maintenance.

(f) “Maintenance” means all necessary inspection, maintenance, repairs, replacements and renewals of any facilities or improvements made pursuant to the rights granted by the Permanent Easement herein, whether ordinary or extraordinary, and whether foreseen or unforeseen.

(g) “Party” means any entity or individual bound by this Permanent Easement, collectively “Parties”.

(h) “Owner Parties” means Owner and their successors and assigns.

(i) “Township Parties” means the Township, its licensees, its consultants, engineers, contractors, employees, agents or other parties working on behalf of the Township.

(j) “Repairs” shall mean any improvements, repairs, maintenance, restoration or such similar work required or necessary to (i) comply with any Township, County, State or Federal approval, regulation, statute or ordinance; or (ii) work required to repair or restore the Easement Area to a condition consistent with that which existed prior to work having commenced, including, but not limited to repair or replacement of curbs, sidewalks, drive aisles and surface improvements, landscaping or such similar improvements.

2. **Easement.** Owner hereby grants to the Township a perpetual, non-exclusive easement (the “Easement” or “Permanent Easement”) upon, under and through the Easement Area, for using, relocating, reconstructing, removing, maintaining, replacing, and inspecting, excavating, preserving, changing the size of, and abandoning in place, water and sewer piping and any related appurtenances, required for the transportation of potable water by pipeline, to be located within, upon or beneath the Easement Area.

3. **Use of Easement Area.** The following restrictions on the Easement Area shall apply:

(a) No obstruction or encumbrance, physical or otherwise, shall be placed in or about the Easement Area which may, in the sole judgment of the Township, interfere in any way with the maintenance, repair, replacement, removal or other safe operation of any sanitary sewer and water facilities installed or to be installed pursuant to this Agreement without the express prior written consent of the Township. This prohibition includes anything other than a grass lawn, pavement, curbing, sidewalks or the replacement of any other improvement existing as of the date of this Permanent Easement. If Owner plants or permits to be planted any trees, shrubbery or vegetation other than grass on the Easement Area, Township may remove same in order to exercise

the rights and privileges conveyed herein, without compensation or restitution to Owner. In addition, Township shall have the right from time to time to cut all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Township of the rights, privileges and easements herein granted.

(b) Owner shall not place any fill, material, machinery, appliances, or similar objects 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, excepting such equipment as is typically utilized in connection with the maintenance or replacement of the existing improvements in the Easement Area as of the Effective Date.

(c) Township shall have the right of ingress and egress over and on the Property for purposes set forth in Paragraph 2, at reasonable points for the exercise of the rights and privileges herein granted in a manner which does not unreasonably interfere with the operation, use and occupancy of the Property. Township covenants that the surface of the Easement Area shall be restored by the Township, to reasonably the same condition, as nearly as practicable, as it may have been prior to the undertaking of any work, Repairs and/or Maintenance.

(d) Except in an emergency (in which case the Township shall provide such notice which is practicable), the Township shall provide not less than ten (10) days prior written notice of any work, Repairs, and/or Maintenance to the water pipeline and any related appurtenance in the Easement Area.

(e) The Township may, at its sole cost and expense perform all Maintenance and Repairs necessary to keep the water pipeline and any related appurtenance in good order and condition.

4. **Effective Date of Permanent Easement.** This Permanent Easement shall be deemed effective and grant the Township the rights set forth herein, upon the date this instrument is fully executed.

5. **Governmental Approvals.** Any Party performing any Maintenance or other work hereunder shall have the sole responsibility for obtaining all permits and approvals and providing any financial security or assurances which may be required from any governmental or quasi-governmental authorities in connection therewith.

6. **Standard of Care.** Each Party performing work shall perform all work, including, without limitation, Maintenance, in a good and workmanlike manner consistent with applicable industry standards, with a minimum of inconvenience to the Owner of the Property and in accordance with all applicable legal requirements.

7. **Damages.** Any damage to property and/or persons caused by a Party (or anyone claiming by, through or under it) in the course of such work shall be promptly repaired and such lands restored to their condition immediately prior to such damage, at the sole cost and expense of the Party performing such work. All work shall be undertaken and completed in a prompt manner and with all due diligence. Each Party shall perform all work hereunder in a manner that does not unreasonably interfere with or interrupt the use of or on the Property.

8. **Cooperation.** The Owner and the Township shall act in a commercially reasonable manner, in good faith and shall cooperate with the other with respect to the matters which are the subject of this Permanent Easement.

9. **Rights Reserved.** Owner shall have the right to occupy and enjoy the surface of, air space above, and subsurface of the Easement Area for any purpose which does not interfere with the easement rights granted to the Township hereunder.

10. **Notices.** Any notices required or permitted to be given under this Permanent Easement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), or delivered by certificate or registered mail return receipt requested, in a postage pre-paid envelope, simultaneously with electronic mail, addressed as follows:

If to the Township at: Mayor of the Township of Monroe
And Alan Weinberg, Business Administrator
Township of Monroe
One Municipal Plaza
Monroe Township
New Jersey 08831
AWeinberg@monroetwp.com

With copy to: Joseph Stroin
Director of MTUD
Monroe Township Utility Department
143 Union Valley Rd
Monroe, New Jersey 08831
jstroin@monroetud.com

With further copy to: Louis N. Rainone, Esq.
Rainone Coughlin Minchello, LLC
Township Attorney
555 U.S. Route One South
Suite 440
Iselin, New Jersey 08830
LRainone@njrcmlaw.com

If to the Owner at: Hennessy Realty, LLC
PO Box 692
Cranbury, NJ 08512

Notices personally delivered or sent by overnight courier or electronic mail shall be deemed given on the date of receipt, and notices sent via certified or registered mail in accordance with the foregoing shall be deemed given 3 days after deposited in the U.S. Mail. The foregoing addresses may be changed or supplemented by written notice given as above provided.

11. **Amendments.** This Permanent Easement may be modified only by a recorded document executed by the Parties hereto, or their heirs, successors, and assigns.

12. **Rights Run with the Land.** The rights and responsibilities hereunder shall run with fee title to the Property and shall be binding upon any successor owner, their heirs and assigns, it being agreed that the Owner shall be responsible for performance of its obligations under this Permanent Easement during its period of ownership of the Affected Property. Upon transfer of all or any portion of the Affected Property, the transferring Owner shall be released from complying thereafter with the provisions of this Permanent Easement with respect to such Affected Property or portion thereof transferred by such Owner and shall have no further obligation by reason thereof, except that a transferor shall not be released from any actual obligations that may exist at the time of such conveyance by it.

13. **Binding Effect.** The terms, covenants and conditions herein contained shall run in perpetuity for the benefit of the Parties in the manner set forth herein, and shall be binding upon and inure to the benefit of the successors and assigns of the Owner.

14. **Controlling Law.** The Parties agree that this Permanent Easement shall be governed by and interpreted according to the laws of the State of New Jersey. The Parties further agree that any claims relating to or arising out of this Permanent Easement and the transactions contemplated thereby shall be tried before a Judge in the Superior Court of New Jersey, Law Division, Middlesex County, and the Township and Owner each waive any right to a trial by jury.

15. **Indemnification.** The Township hereby indemnifies and agrees to protect, indemnify, defend, and hold harmless Owner Parties from and against all liabilities, damages, claims related to the use of the Easement Area by the Township Parties. To the extent the Township is unable, due to limitations on municipalities with respect to indemnification, to indemnify the Owner Parties pursuant to the foregoing sentence, the Township shall be responsible for all damages and losses because of injury to persons (including death) and injury or damage to or loss of any property or improvements in any way resulting from or related to any Township Party's grossly negligent, willful misconduct or intentionally wrongful activities on the Property or the Easement Area. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the willful actions or negligence of the Owner Parties. The Owner shall give prompt written notice to the Township of any claim for which the Owner seeks indemnification. The Township shall have the right to investigate, defend and compromise these claims with prompt notice to the Owner.

16. **No Other Agreements.** This Permanent Easement and corresponding Temporary Constriction Easement contains the entire understanding of the Parties hereto with respect to the subject matter hereof. This Permanent Easement shall not be modified except by a written instrument signed by the Party against whom enforcement is sought and which is recorded in the land records of Middlesex County, New Jersey.

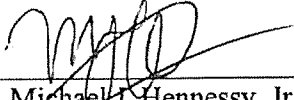
17. **Miscellaneous.** If any provision of this Permanent Easement is found to be invalid or unenforceable, the remainder of this Permanent Easement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Permanent Easement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, Owner and the TOWNSHIP have each executed and delivered this Permanent Easement effective as of the Effective Date.

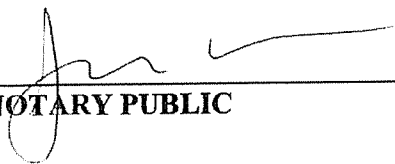
OWNER:

HENNESSY REALTY, LLC

By: 
Name: Michael J. Hennessy, Jr.
Title: Managing Director

STATE OF NEW JERSEY)
) ss.
COUNTY OF MIDDLESEX

BE IT REMEMBERED, that on this 11 day of December, 2024, before me, the subscriber, personally appeared Michael J. Hennessy, Jr., who is the Managing Director of Hennessy Realty, LLC, who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such limited liability company.




NOTARY PUBLIC

KAYLA M. BENSEMA
Notary Public, State of New Jersey
Commission # 50181540
My Commission Expires 1/6/2027

[Signatures Continue on Next Page]

TOWNSHIP:

TOWNSHIP OF MONROE

By: 
Stephen Dalina, Mayor

STATE OF NEW JERSEY

SS.:

COUNTY OF MIDDLESEX

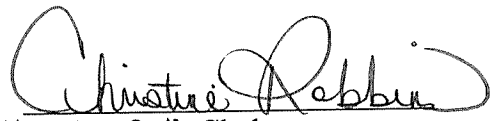
I CERTIFY that on June 19th, 2025 Christine Robbins, RMC personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) This person is the Clerk of the Township of Monroe, the municipal corporation named in this Declaration of Permanent Easement;
- (b) This person is the attesting witness to the signing of this Declaration of Permanent Easement by the proper municipal officer who is Stephen Dalina, the Mayor of the Township of Monroe;
- (c) This Declaration of Permanent Easement was signed and delivered by the Township of Monroe as its voluntary act duly authorized by a proper resolution of its governing body;
- (d) This person knows the proper seal of the Township of Monroe which was affixed to this Declaration of Permanent Easement; and
- (e) This person signed this proof to attest to the trust of these facts.

Signed and Sworn to before me on

June 19th, 2025


Notary Public


Christine Robbins Clerk

CASSANDRA J ACHILLE
Notary Public of New Jersey
My Commission Expires November 4, 2027.

EXHIBIT A
(Legal Description of Easement)

Access Easement

**METES & BOUNDS DESCRIPTION
PROPOSED 20' WIDE SANITARY SEWER AND WATER UTILITY EASEMENT
PORTION OF LOT 12.02, BLOCK 5
TOWNSHIP OF MONROE
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWNSHIP OF MONROE, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NEW JERSEY STATE HIGHWAY ROUTE 33 (123 FEET WIDE), WHERE THE SAME IS INTERSECTED BY THE DIVIDING LINE OF LOTS 12.02 & 11.05, BLOCK 5, SAID POINT HAVING COORDINATES N: 523,319.43, E: 500,967.25 IN THE NEW JERSEY STATE PLANE COORDINATE SYSTEM; THENCE RUNNING THE FOLLOWING TWO (2) COURSES:

- A. ALONG THE DIVIDING LINE OF LOTS 12.02 & 11.05, BLOCK 5, NORTH 07 DEGREES 27 MINUTES 29 SECONDS EAST, 195.00 FEET TO A POINT; THENCE
- B. ALONG THE SAME, SOUTH 82 DEGREES 37 MINUTES 21 SECONDS EAST, 145.93 FEET TO THE POINT AND PLACE OF BEGINNING, SAID POINT HAVING COORDINATES N: 522,494.05, E: 501,137.29 IN THE NEW JERSEY STATE PLANE COORDINATE SYSTEM; THENCE
 - 1. THROUGH LOT 12.02, BLOCK 5, NORTH 06 DEGREES 20 MINUTES 29 SECONDS EAST, 154.84 FEET TO A POINT ON THE DIVIDING LINE OF LOTS 12.02 & 4.01, BLOCKS; THENCE
 - 2. ALONG SAID DIVIDING LINE, SOUTH 88 DEGREES 14 MINUTES 31 SECONDS EAST, 20.06 FEET TO A POINT; THENCE
 - 3. THROUGH LOT 12.02, BLOCK 5, SOUTH 06 DEGREES 20 MINUTES 29 SECONDS WEST, 156.81 FEET TO A POINT ON THE AFOREMENTIONED DIVIDING LINE OF LOTS 12.02 & 11.05, BLOCK 5; THENCE
 - 4. ALONG SAID DIVIDING LINE, NORTH 82 DEGREES 37 MINUTES 21 SECONDS WEST, 20.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN AREA OF 3,116 SQUARE FEET OR 0.071 ACRE MORE OR LESS.

THIS DESCRIPTION WAS WRITTEN WITH REFERENCE TO A MAP ENTITLED, "SANITARY SEWER AND WATER UTILITY EASEMENT EXHIBIT" MAP OF: LOT 12.02, BLOCK 5, 951 NEW JERSEY STATE HIGHWAY ROUTE 33 NORTH, TOWNSHIP OF MONROE, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, DATED 9/12/2024 & A MAP ENTITLED "BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY" MAP OF SURVEY OF: LOT 4.01, BLOCKS - 46 BENTLEY ROAD, LOT 12.02, BLOCK 5 - 951 NEW JERSEY STATE HIGHWAY ROUTE 33 NORTH, TOWNSHIP OF MONROE, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, DATED 1/26/2024, BOTH PREPARED BY STONEFIELD ENGINEERING AND DESIGN, LLC.

THOMAS F. MILLER
STATE OF NEW JERSEY PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 24GS03626400

EXHIBIT B
(Sketch of Easement)

EXHIBIT B

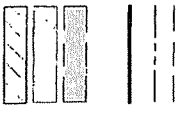
MAP REFERENCES

- DEED BETWEEN JOSEPH L. DAVINO (GRANTOR) AND EDWARD LACINA AND BONNIE LACINA (GRANTEES), DATED OCTOBER 6, 1998 AND FILED IN THE MIDDLESEX COUNTY CLERKS OFFICE AS DEED BOOK 4550 PAGE 71.
- DEED BETWEEN FORMULA TWO REALTY, LLC (GRANTOR) AND FORMULA TWO REALTY, LLC (GRANTEES), DATED FEBRUARY 13, 2007 AND FILED IN THE MIDDLESEX COUNTY CLERKS OFFICE AS DEED BOOK 3783 PAGE 679.
- TAX MAP SHEET 6 OF MONROE TOWNSHIP, MIDDLESEX COUNTY, NEW JERSEY DATED MAY 27, 2012.
- MAP ENTITLED "BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY" MAP OF SURVEY OF LOT 4-01, BLOCK 5 - 46 BENTLEY ROAD, LOT 12-02, BLOCK 5, 951 NEW JERSEY STATE HIGHWAY ROUTE 33 NORTH, TOWNSHIP OF MONROE COUNTY OF MIDDLESEX STATE OF NEW JERSEY, PREPARED BY STONEFIELD ENGINEERING & DESIGN, DATED JANUARY 26, 2024.

SURVEY NOTES

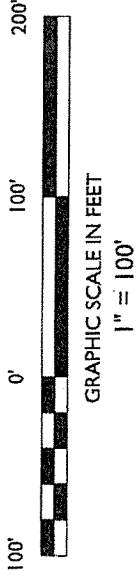
- THIS SURVEY AND THE BOUNDARIES SHOWN HEREON ARE THE RESULT OF AN ACTUAL FIELD SURVEY PERFORMED DURING JANUARY 8, 2024, BASED ON AVAILABLE MAPS AND DEEDS OF RECORD, AND PHYSICAL EVIDENCE. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAYS AND AGREEMENTS OF RECORD THAT A TITLE SEARCH MAY DISCLOSE.
- THIS SURVEY IS VALID ONLY WHEN A DIGITAL OR EMBOSSED SEAL IS AFFIXED HERETO.
- THE CERTIFICATION SHOWN HEREON IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- BEARINGS ARE REFERENCED TO THE NEW JERSEY STATE PLANE COORDINATE SYSTEM (NAD83). ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), ESTABLISHED VIA RTK GPS OBSERVATIONS.

SYMBOL

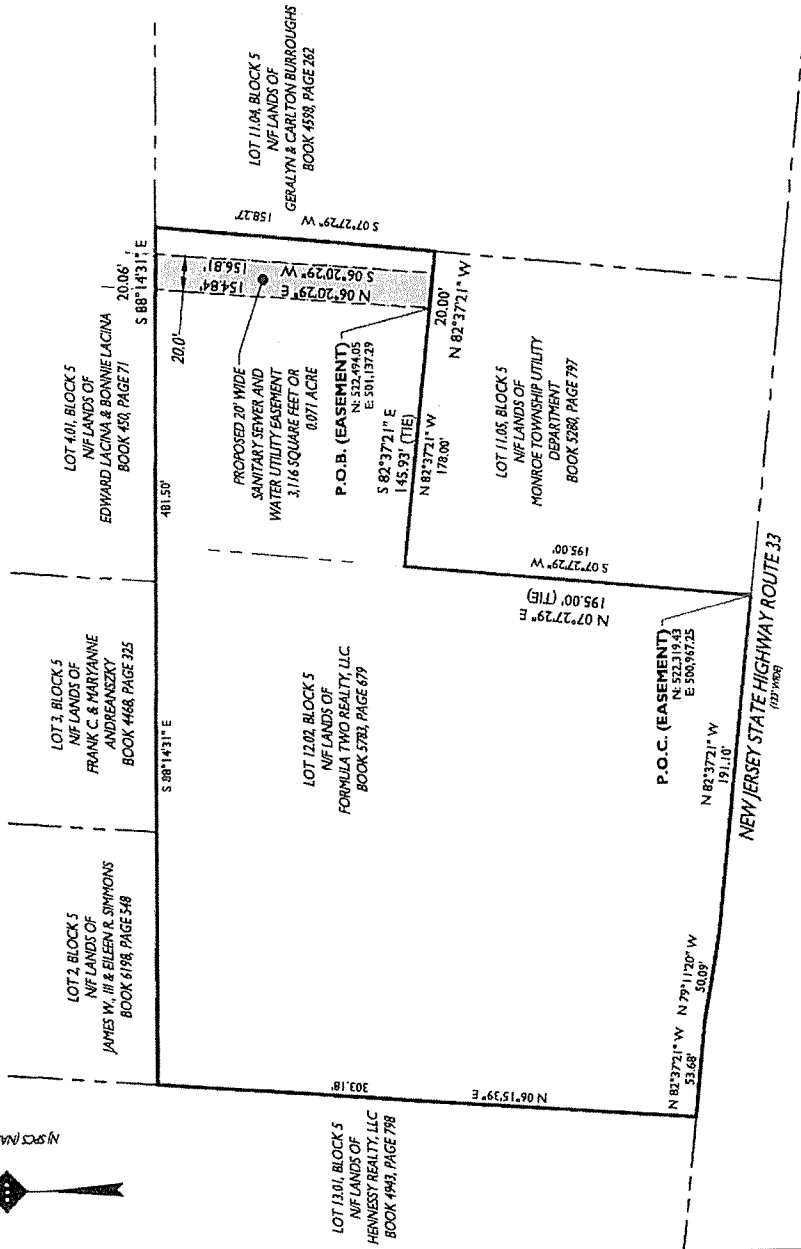
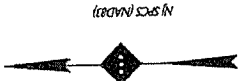


DESCRIPTION

- BUILDING
- CONCRETE SIDEWALK/MAT
- EASEMENT AREA
- ASPHALT/ CONCRETE CURB
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EDGE OF PAVEMENT



GRAPHIC SCALE IN FEET
1" = 100'



STONEFIELD
engineering & design

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Princeton, NJ • Tampa, FL • Detroit, MI
www.stonefielddesign.com

584 Broadway, Suite 310, New York, NY 10012
Phone 718.606.8305

SANITARY SEWER AND WATER UTILITY EASEMENT EXHIBIT

MAP OF:
LOT 12-02, BLOCK 5
951 NEW JERSEY STATE HIGHWAY ROUTE 33 NORTH
TOWNSHIP OF MONROE
MIDDLESEX COUNTY, NEW JERSEY

ISSUE	DATE	BY	DESCRIPTION
1	9/12/2024	AG	REVISED PER COMMENT
1	1/26/2024	AG	FOR ISSUE

THOMAS F. MILLER
NEW JERSEY LAND SURVEYOR No. 246593292-600
LICENSED PROFESSIONAL LAND SURVEYOR
NEW JERSEY CERTIFICATE OF REGISTRATION No. F040014689

SCALE: 1"=100' PROJECT ID: PRJ-2018131-1 SHEET: 1 OF 1

Z:\RUTHERFORD\BURLY\WORKING\SURVEY\RUN\CENTON\RN120202\PL-200153-01 (SECTION 2) EDGEWOOD - 919 HIGHWAY 33 NORTH, MONROE, NJ\SURVEYING\CADD\EXHIBIT\B\SANITARY EASEMENT EXHIBIT.DWG



Township of Monroe

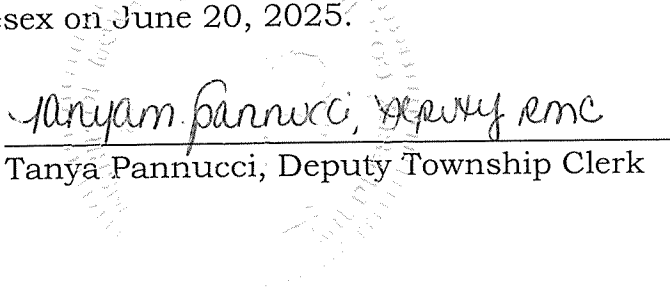
County of Middlesex

CHRISTINE ROBBINS
Township Clerk

Municipal Complex
1 Municipal Plaza
Monroe Township, NJ
08831-1900
Phone (732) 656-4573
Fax (732) 521-3190

Affidavit of Publication

I, Tanya Pannucci, Deputy Township Clerk, of the Township of Monroe, County of Middlesex, State of New Jersey, do hereby certify that the attached legal notice is a true copy of such notice, which was published in the Home News Tribune, the official newspaper of Monroe Township and a newspaper of general circulation in the County of Middlesex on June 20, 2025.


Tanya Pannucci, Deputy RMC

Tanya Pannucci, Deputy Township Clerk

Public Notices

06/20/2025

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MONROE TOWNSHIP, MIDDLESEX COUNTY NOTICE OF FINAL ADOPTION Notice is hereby given that the following entitled Ordinance was introduced and passed on First Reading at the regular meeting of the Monroe Township Council held on May 7, 2025. Furthermore, this Ordinance was adopted after a Public Hearing was held at the June 16, 2025 meeting of the Monroe Township Council which was held in the Monroe Twp. Municipal Building, One Municipal Plaza, Monroe Twp., N.J. 08831 and was thereafter approved and signed by the Mayor on June 17, 2025. MONROE TOWNSHIP, MIDDLESEX COUNTY ORDINANCE NO.: O-5-2025-011 "ORDINANCE OF THE MONROE TOWNSHIP COUNCIL AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE AN EASEMENT OVER PROPERTY LOCATED ON 951 STATE ROUTE 33 WEST KNOWN AS BLOCK 5, LOT 12.02, FROM HENNESSY REALTY, LLC, IN CONNECTION WITH THE INSTALLATION AND MAINTENANCE OF WATER AND SEWER INSTALLATIONS"
CHRISTINE ROBBINS, R.M.C Township Clerk (\$15.60)



Township of Monroe

County of Middlesex

CHRISTINE ROBBINS
Township Clerk

Municipal Complex
1 Municipal Plaza
Monroe Township, NJ
08831-1900
Phone (732) 656-4573
Fax (732) 521-3190

Affidavit of Publication

I, Tanya Pannucci, Deputy Township Clerk, of the Township of Monroe, County of Middlesex, State of New Jersey, do hereby certify that the attached legal notice is a true copy of such notice, which was published in the Home News Tribune, the official newspaper of Monroe Township and a newspaper of general circulation in the County of Middlesex on May 29, 2025.

Tanya Pannucci, Deputy Clerk

Tanya Pannucci, Deputy Township Clerk

Thursday, May 29, 2025

Notice Content

MONROE TOWNSHIP NOTICE OF PENDING ORDINANCE ORDINANCE NO.: O-5-2025-011 NOTICE IS HEREBY GIVEN THAT AN ORDINANCE ENTITLED: "ORDINANCE OF THE MONROE TOWNSHIP COUNCIL AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE AN EASEMENT OVER PROPERTY LOCATED ON 951 STATE ROUTE 33 WEST KNOWN AS BLOCK 5, LOT 12.02, FROM HENNESSY REALTY, LLC, IN CONNECTION WITH THE INSTALLATION and maintenance of WATER AND SEWER INSTALLATIONS", has been introduced and passed on first reading at the regular meeting of the Monroe Township Council held on May 7, 2025 and will be further considered for final passage after a Public Hearing during a Council meeting to be held on June 16, 2025 at 6:30 p.m. in the Monroe Twp. Municipal Building, One Municipal Plaza, Monroe Twp., N.J. 08831. At said time and place, all persons will be granted the opportunity to be heard concerning this Ordinance prior to its consideration for adoption by Council. The purpose of this Ordinance is to authorize the acquisition of an easement on Block 5, Lot 12.02, for the purpose of installing and maintaining water and sewer piping to be located within, upon or beneath the Property. The proposed Ordinance in its entirety can be viewed on the Township website, www.monroetwp.com and is on file in the Municipal Clerk's Office. Copies may be obtained without charge between the hours of 8:30am and 4:30pm. Monday through Friday. Christine Robbins, Municipal Clerk (\$22.62)



Township of Monroe

County of Middlesex

CHRISTINE ROBBINS
Township Clerk

Municipal Complex
1 Municipal Plaza
Monroe Township, NJ
08831-1900
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Affidavit of Publication

I, Tanya Pannucci, Deputy Township Clerk, of the Township of Monroe, County of Middlesex, State of New Jersey, do hereby certify that the attached legal notice is a true copy of such notice, which was published in the Home News Tribune, the official newspaper of Monroe Township and a newspaper of general circulation in the County of Middlesex on May 14, 2025.

Tanya Pannucci, Deputy RMC
Tanya Pannucci, Deputy Township Clerk

Wednesday, May 14, 2025

Notice Content

MONROE TOWNSHIP NOTICE OF PENDING ORDINANCE ORDINANCE NO.: O-5-2025-011 NOTICE IS HEREBY GIVEN THAT AN ORDINANCE ENTITLED: "ORDINANCE OF THE MONROE TOWNSHIP COUNCIL AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE AN EASEMENT OVER PROPERTY LOCATED ON 951 STATE ROUTE 33 WEST KNOWN AS BLOCK 5, LOT 12.02, FROM HENNESSY REALTY, LLC, IN CONNECTION WITH THE INSTALLATION AND MAINTENANCE OF WATER AND SEWER INSTALLATIONS", has been introduced and passed on first reading at the regular meeting of the Monroe Township Council held on May 7, 2025 and will be further considered for final passage after a Public Hearing during a Council meeting to be held on June 4, 2025 at 6:30 p.m. in the Monroe Twp. Municipal Building, One Municipal Plaza, Monroe Twp., N.J. 08831. At said time and place, all persons will be granted the opportunity to be heard concerning this Ordinance prior to its consideration for adoption by Council. The purpose of this Ordinance is to authorize the acquisition of an easement on Block 5, Lot 12.02, for the purpose of installing and maintaining water and sewer piping to be located within, upon or beneath the Property. The proposed Ordinance in its entirety can be viewed on the Township website, www.monroetwp.com and is on file in the Municipal Clerk's Office. Copies may be obtained without charge between the hours of 8:30am and 4:30pm. Monday through Friday. Christine Robbins, Municipal Clerk (\$44.46)