

MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: O-5-2025-013

**ORDINANCE OF THE MONROE TOWNSHIP COUNCIL
AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE AN EASEMENT
OVER PROPERTY LOCATED ON COLOMBUS AVENUE KNOWN AS BLOCK
106.04, LOTS 1 TO 11, FROM NATALIA MISYECHKO, FOR THE PURPOSE OF
ACCESS TO AND MAINTENANCE OF EXISTING UTILITIES**

WHEREAS, Natalia Misyechko (“Grantor”) is the owner of property located on Columbus Avenue, identified as Block 106.04, Lots 1 to 11, now or about to be known as Block 106.04, Lot 1.01, 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 accessing and maintaining existing utilities located through, 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 Deed of Access and Utility Easement from the Grantor has been executed by the Grantor, which provides the Township with a perpetual easement in the Property as described in the Deed of Access and Utility Easement 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 Deed of Access and Utility 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 Deed of Access and Utility Easement as described in substantially the form appended hereto as Attachment A, subject to the review and approval of the Township Attorney, which sets 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 All ordinances or part of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.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			
Councilwoman Siegel		X	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.



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

INSTR # 2025041463
 0 BK 19773 PG 1013 Pgs 1013 - 1022 (10 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 May 5, 2025	Type of Document <i>Easement</i>
First Party Name Natalia Misyechko	Second Party Name Township of Monroe
Additional First Parties Volodymyr Misyechko	Additional Second Parties

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.

Block 106.04	Lot 1,2,3,4,5,6,7,8,9,10,11 & 1.01
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.

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DEED OF ACCESS AND UTILITY EASEMENT

THIS INDENTURE, made this 5 day of May, 2025, by and between **Natalia & Volodymyr Misyechno** having an address at 12 Dix Avenue, New Jersey 08817 (hereinafter "**Grantor**") and **Monroe Township**, having an address at 1 Municipal Plaza, Monroe Township, NJ 08831 (hereinafter "**Grantee**" or "Township");

WITNESSETH:

WHEREAS, the **Grantor** covenants and warrants that **Grantor** is the owner in fee simple of land in the Township of Monroe and the Borough of Jamesburg, County of Middlesex and State of New Jersey, currently or formerly designated on the Tax Map of the Township of Monroe as Block 106.04, Lot 1 thru 11 and now or about to be known as **Block 106.04, Lot 1.01** (the "Property");

WHEREAS, the **Grantee** is the Township of Monroe, County of Middlesex and State of New Jersey, which owns existing utilities that pass through and under the Property; and

WHEREAS, the **Grantee** is desirous of obtaining a non-exclusive easement through a portion of the land of the **Grantor** for the purpose of access, using an existing road, known as Columbus Avenue, that passes through the subject property, and of continuing, providing and maintaining the existing utilities and

WHEREAS, the **Grantee** has evidenced its desire to accept this easement in accordance with the a certain subdivision approval granted by the Monroe Township Zoning Board of Adjustment (the "Zoning Board") as memorialized in a resolution adopted on November 24, 2020 (the

“Resolution”) to grant a bulk variance to permit development on the Property (the “Approval”); now, therefore

IN CONSIDERATION of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, paid by the **Grantee** to the **Grantor**, the receipt whereof is hereby acknowledged, the **Grantor** does hereby grant, bargain, sell, assign, release, convey and confirm unto the **Grantee**, its successors and assigns, forever and full perpetual right to the following easement located in the Township of Monroe, County of Middlesex and State of New Jersey, and being more particularly described in Schedule “A” attached hereto and incorporated herein. This easement includes the right to use, maintain, reconstruct, and improve the easement area as a municipal right-of-way for vehicular and pedestrian access. The **Grantee** shall be entitled to pave, repave, widen, grade, and install signage, sidewalks, curbing, and other surface or subsurface improvements typical of public roadways.

BEING a portion of the same lands and premises, title to which became vested in **Grantor** by deed dated May 26, 2012 and recorded July 9, 2021 at Book 18533, Page 579 of the Deed Records of Middlesex County, New Jersey.

THE **GRANTOR** grants and conveys to the **Grantee**, and to **Grantee's** heirs, successors, legal representatives and assigns an easement in perpetuity in, under, through, upon, over and across the servient estate with full rights, privileges and authority for the **Grantee**, its agents, contractors, employees and servants to enter upon the same from time to time with such free and unlimited access to ingress and egress in, from and over all points of said non-exclusive easement area without notice to **Grantor** as is reasonable and necessary with machines, vehicles, tools, implements and materials for the purpose of (as appropriate for this particular easement) inspecting, locating, constructing,

extending, installing, rebuilding, repairing, maintaining, replacing, cleaning and laying materials therein and thereon of every kind and description for the purposes related to the provision of water, sewer, stormwater, electric, gas, telephone, cable, internet, and other public or municipal utilities or services, and to support the full use of the easement area as a public right-of-way..

THE GRANTOR further conveys unto the Grantee the right to grant permission to owner(s), or operator(s) or contractor(s) representing utility authorities or utility companies or utility providers, to permanently install and /or relocate utilities and appurtenances necessary to permit the provision of municipal water service and Middlesex County Sewerage Authority sewer service to and across the Property. In addition, the **Grantee** shall have the right to permit the use of the easement area by the general public for ingress and egress, and to allow access by emergency services, public works, and other governmental entities as appropriate.

GRANTEE shall at its own cost and expense restore the lands to the condition existing prior to the time of entry or re-entry, except for replacing trees or landscaping. The **Grantor** shall not perform any construction, excavation, grading, or other physical alteration within the easement area, or cause any condition that obstructs or impairs the **Grantee's** use or access. **Grantor** shall have the right to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by **Grantee** of the easement; except that **Grantor** shall not construct, place or permit any buildings, fences, pavement or improvements in, under, through, over or across the easement area without first obtaining written approval of the **Grantee**, given by resolution of the governing body. **Grantor** acknowledges that the easement area is intended to function as a public right-of-way, and shall not interfere with the **Grantee's** use of the area for such purposes. Grantor is responsible for removing and/or replacing any signs currently within the

easement areas at its own expense. The easement agreements, conditions, covenants and promises herein contained are intended to be covenants running with the land. The easement shall endure perpetually and shall be binding upon the heirs, executors, administrators, personal and legal representatives, successors in interest, licensees and assigns of the respective parties.

THE WORD "**Grantor**" as used in this Deed of Easement shall mean any and all persons who lawfully succeed to the rights and responsibilities of the **Grantor**, including but not limited to their heirs, executors, administrators, personal or legal representatives, successors and assigns.

WHEREVER in this easement any party shall be designated or referred to by name or general reference, such designation shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" have been inserted after each and every designation.

THE EASEMENT rights and privileges granted by this easement are non-exclusive, however, Grantor covenants not to convey any other easements for the area covered by this grant that conflict with the rights granted herein.

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 inconvenience to the **Grantor**; 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 the **Grantee** proximately causing such damage.

Grantee shall indemnify and save harmless the **Grantor**, its officers, employees, servants and agents from all claims, suits or actions of every kind or character made upon or brought against **Grantor**, its officers, employees, servants and agents for or on account of any injuries or damages

which shall arise out of, in the course of or in consequence of any willful or negligent act or omission or tortious act or omission of **Grantee**, its employees, agents or subcontractors, in the performance of the said work or by or in the consequence of any negligence in the operations or any improper material or equipment used, or by or on account of any act or omission of the **Grantee** or its servants, agents or employees. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.

Grantor shall indemnify and save harmless the **Grantee**, its officers, employees, servants and agents from all claims, suits or actions of every kind or character made upon or brought against **Grantee**, its officers, employees, servants and agents for or on account of any injuries or damages which shall arise out of, in the course of or in consequence of any willful or negligent act or omission or tortious act or omission of **Grantor**, its employees, agents or subcontractors, regarding the easement. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.

THIS EASEMENT may be terminated by written agreement signed by all owners of record and other successors to the respective interests of the **Grantor** and **Grantee**. **Grantee**, its heirs, successors and assigns may execute and record a release of this easement at any time.

THIS EASEMENT contains the entire agreement between the parties relating to the rights, grants and any obligation assumed. Any modification of this easement must be in writing and must be signed by both parties.

THE PROMISES made in this Deed of Easement are legally binding upon the **Grantor** and all who lawfully succeed to the **Grantor's** rights and responsibilities. These promises can be enforced by the **Grantee** and all future owners of the property.

THIS EASEMENT shall not be construed as a dedication in fee of the easement area to the Township, but shall permit the Township to exercise all typical rights of a municipality with respect to rights-of-way, including maintenance and control.

TO HAVE AND TO HOLD, the said premises hereinbefore expressed to be hereby granted unto and to the use of the **Grantee**, its successors and assigns forever.

IN WITNESS WHEREOF, the **Grantor** signs this Deed of Easement as of the date at the top of the first page.

[Signatures follow on next page]

Natalia Misyechko

Attested by:

[Handwritten Signature]

Volodymyr Misyechko

Attested by:

[Handwritten Signature]

STATE OF NEW JERSEY)

SS.: EDISON

COUNTY OF MIDDLESEX)

I certify that on 5/5, 2025 Natalia Misyechko & Volodymyr Misyechko personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) they are named in this Deed of Easement;
- (b) the person who is the attesting witness to the signing of this Deed of Easement is _____.

- (c) this Deed of Easement was signed and delivered by (grantor) as their voluntary act;
- (d) he/she signed this proof to attest to the truth of these facts; and
- (e) the full and actual amount to be paid for this Deed of Easement will be \$1.00. (Such

consideration is defined in N.J.S.A. 46:15-5.)

[Handwritten Signature]

Signed and subscribed to

before me this 5 day

of May, 2025

[Handwritten Signature]

AZRIELA JAFFE
Notary Public, State of New Jersey
Comm. # 2450782
My Commission Expires 11/10/2029



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 14, 2025.

Tanya Pannucci, Deputy EMC

Tanya Pannucci, Deputy Township Clerk

Wednesday, May 14, 2025

Notice Content

MONROE TOWNSHIP NOTICE OF PENDING ORDINANCE ORDINANCE NO.: O-5-2025-013 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 COLOMBUS AVENUE KNOWN AS BLOCK 106.04, LOTS 1 TO 11, FROM NATALIA MISYCHKO, FOR THE PURPOSE OF ACCESS TO AND MAINTENANCE OF EXISTING UTILITIES", 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 106.04, Lots 1-11, for the purpose of accessing and maintaining existing utilities located through, 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 (\$43.68)



Township of Monroe

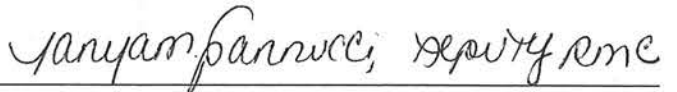
County of Middlesex

CHRISTINE ROBBINS
Township Clerk

Municipal Complex
1 Municipal Plaza
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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 Township Clerk

Thursday, May 29, 2025

Notice Content

MONROE TOWNSHIP NOTICE OF PENDING ORDINANCE ORDINANCE NO.: O-5-2025-013 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 COLOMBUS AVENUE KNOWN AS BLOCK 106.04, LOTS 1 TO 11, FROM NATALIA MISYECHKO, FOR THE PURPOSE OF ACCESS TO AND maintenance of EXISTING UTILITIES", 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 106.04, Lots 1-11, for the purpose of accessing and maintaining existing utilities located through, 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
Phone (732) 656-4573
Fax (732) 521-3190

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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-5-2025-013 "ORDINANCE OF THE MONROE TOWNSHIP COUNCIL AUTHORIZING THE TOWNSHIP OF MONROE TO ACQUIRE AN EASEMENT OVER PROPERTY LOCATED ON COLOMBUS AVENUE KNOWN AS BLOCK 106.04, LOTS 1 TO 11, FROM NATALIA MISYECHKO, FOR THE PURPOSE OF ACCESS AND MAINTENANCE OF EXISTING UTILITIES" CHRISTINE ROBBINS, R.M.C Township Clerk (\$15.60)