

RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION AND RECORDATION OF THE PROPOSED PERMANENT UTILITY EASEMENT LOCATED ON THE MUNICIPAL BEACH IN BLOCK 18, LOT 12

WHEREAS, the Borough of Mount Arlington desires to convey a Permanent Utility Easement to the Musconetcong Sewerage Authority (MSA) over a portion of Block 18, Lot 12 in the Borough of Mount Arlington, Morris County, New Jersey as shown on the a "Deed Description Diversion Site No.: 1", dated August 18, 2016, prepared by Richard F. Smith, Jr., Smith Surveying, Inc., described and attached as "**Schedule A**"; and "Green Acres Survey of Lands", dated June 1, 2015, revised August 2, 2016, prepared by Richard F. Smith, Jr., Smith Surveying, Inc., described and attached as "**Schedule B**", each attached hereto and made a part hereof (the "Easement Area") a copy of each are incorporated herein at length by reference; and hereby warrant that they have the exclusive right and authority under the law to make the grant of easement herein upon the land described herein which is a portion of the land warranted to be owned by them; and

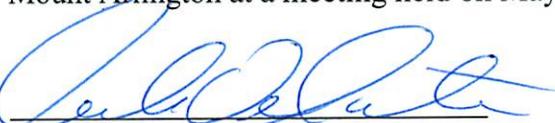
WHEREAS, the Borough of Mount Arlington Borough Engineer, the Borough Attorney and the Musconetcong Sewerage Authority (MSA) reviewed the above-referenced easement document, Deed Description and Survey, a copy of each are incorporated herein at length by reference; and

WHEREAS, in order to effectuate the granting of the easement, the proposed easement document, Deed Description and Survey are required to be recorded in the Morris County Clerk's Office; and

WHEREAS, the Mayor and Borough Council of the Borough of Mount Arlington reviewed the above-referenced easement document, Deed Description and Survey and recommends the documents be recorded by the Borough Attorney in the office of the Morris County Clerk.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE BOROUGH OF MOUNT ARLINGTON, THAT the Permanent Utility Easement is approved, and that the recordation of the easement documents shall be conducted at a date and time selected by the Borough Administrator upon approval of all documents by the Borough Attorney. The Borough Administrator and the Borough Attorney shall be authorized and empowered to sign any and all documents required to effectuate the recordation of the documents.

This is to certify that the above is a true and correct copy of a resolution adopted by the Borough of Mount Arlington at a meeting held on May 1, 2018.



Linda DeSantis, R.M.C.
Borough Clerk

RECORD AND RETURN TO:
MATTHEW J. O'DONNELL, ESQ.
O'DONNELL McCORD, PC
15 MT. KEMBLE AVE, MORRISTOWN, NEW JERSEY 07960

REVISED UTILITY EASEMENT

This Easement (the "Easement") granted this 26th day of April, 2018.

FROM

THE BOROUGH OF MOUNT ARLINGTON, in the County of Morris, a Municipal Corporation of the State of New Jersey, whose post office address is 419 Howard Boulevard, Mount Arlington, New Jersey 07856,

Grantor,

TO

THE MUSCONETCONG SEWERAGE AUTHORITY (MSA), in the County of Morris, a Public Utility Authority in the State of New Jersey, whose post office address is 110 Continental Drive, Budd Lake, New Jersey 07828,

Grantee.

RECITALS:

WHEREAS, Grantor is the owner of certain property shown and designated as Block 18, Lot 12 on the tax map of the Borough of Mount Arlington, Morris County, New Jersey (the "Grantor Property");

WHEREAS, Block 18, Lot 12 is listed on the Mount Arlington Borough Recreation and Open Space Inventory and is subject to Green Acres Program restrictions pursuant to N.J.A.C. 7:36;

WHEREAS, Grantee is a Regional Sewerage Authority in the State of New Jersey;

WHEREAS on or about April 20, 1994 Grantor granted an easement to Grantee for a portion of the Grantor Property located in the Borough of Mt. Arlington for the purpose of Grantee constructing and operating a pumping station and other necessary appurtenances, said easement having been recorded in the Morris County Clerk's Office in Deed Book 3985 at Page 157; and

WHEREAS the parties did modify the area which was the subject of said easement by Modification of Easement Agreement dated December 1, 2010 which was recorded in the Morris County Clerk's Office on April 19, 2011 in Deed Book 21779 at Page 547; and

WHEREAS the parties desire to further modify said easement; and

WHEREAS, Grantor desires to grant the Grantee a permanent utility easement and right-of-way to permit use of a portion of the Grantor Property to Permit Grantee to erect, construct, install, lay and use, operate, inspect, repair, maintain, replace, and rework sanitary sewer lines, sanitary sewer pipe lines, sanitary sewer facilities, manholes, pump stations or other appurtenances that may be required, over, across and/or under the Easement Area (as hereinafter defined);

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained and for good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF AND PURPOSE FOR THE EASEMENT.** The Grantor grants and conveys to the Grantee and its successors and assigns a permanent utility easement and right-of-way to permit use of a portion of the Grantor Property to permit Grantee to erect construct, install, lay and use, operate inspect, repair, maintain, replace, and rework sanitary sewer lines, sanitary sewer pipe lines, sanitary sewer facilities, manholes, pump stations or other appurtenances that may be required, over, across and/or under the Easement Area.

2. **DESCRIPTION OF THE EASEMENT.** The Easement Area is described by metes and bounds on the "Deed Description Diversion Site No.: 1", dated August 18, 2016, prepared by Richard F. Smith, Jr., Smith Surveying, Inc., **Schedule A**, and further shown on the "Green Acres Survey of Lands", dated June 1, 2016, revised August 2, 2016, prepared by Richard F. Smith, Jr., Smith Surveying, Inc., **Schedule B**, previously recorded in Morris County Deed Book 21779, PG 551.

3. **GRANTEE'S OBLIGATIONS.** Grantee agrees to the following in connection with its use of the Easement Area:

a. All use by Grantee pursuant to this Easement shall be (i) at the sole cost and expense of Grantee; and (ii) performed in a safe and good manner and in accordance with all applicable statutes, codes and regulations.

b. Grantee shall be responsible, at its sole cost and expense, to keep and maintain the sanitary sewer facilities in good and safe condition and repair, and shall be solely responsible for the operation, maintenance, repair and replacement of the sanitary sewer facilities.

c. All activities of the Grantee shall be conducted so as to minimize any interference to the use of the Grantor Property.

d. In no event shall Grantee use, store, generate, dispose of or discharge any contaminants or hazardous substances of any nature on the Grantor Property, and Grantee shall not permit or allow any contaminants or hazardous substances of any nature to be discharged, disposed of or otherwise present on the Easement Area. Notwithstanding the foregoing, Grantee may transport sewage wastewater through its pipes and facilities located in the Easement Area.,

4. **INDEMNIFICATION.** The Grantee hereby assumes all risk of loss of and damage to any property whatsoever and wherever located (including, without limitation, damage to property of Grantor), and any injury to any person or persons whomever occurring, other than by the negligence of the Grantor, by reason of or in connection with or direct or indirectly arising out of or related to the exercise by Grantee of any of its rights under this Easement (collectively the "Assumed Risks"). By acceptance of this Easement, Grantee hereby agrees, to the extent of coverage under any policy of insurance Grantee shall maintain, such policies being the sole funding source for any indemnification, to defend (with counsel reasonably acceptable to Grantee),

indemnify and save harmless Grantor and New Jersey Department of Environmental Protection ("NJDEP"), and hereby releases Grantor and NJDEP, from and against any and all liability, loss, claims, damage, injury or death included in or related to the Assumed Risks and from any and all claims, demands, actions, suits, judgments, costs, charges, fees, damages, and expenses (including, without limitation, attorneys' fees) which may arise or result from the Assumed Risks. Without limiting the foregoing, during times when Grantee or Grantee's contractors are actively performing any construction or repair in the Easement Area, Grantee shall maintain, and require such contractors to maintain, liability insurance in amounts and with carriers reasonably acceptable to Grantor, and shall provide Grantor with a certificate of insurance and/or such other evidence as Grantor may reasonably require to show that such insurance is in full force and effect.

5. RESTORATION OF PREMISES AFTER CONSTRUCTION AND/OR MAINTENANCE. The Grantee agrees for itself and its successors and assigns to exercise all due care to protect the Grantor Property during the installation of, or any future maintenance to, the easement or any improvements located therein. The Grantee further agrees for itself and its successors and assigns as soon as reasonably possible after doing any work in connection with the easement to restore the Grantor Property to substantially the same condition in which the same was found before such work was undertaken and that it will not create any nuisance or do any act that will be detrimental to the Grantor Property.

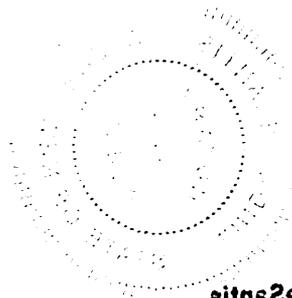
6. CONSIDERATION FOR THE EASEMENT. In consideration of all of the promises of the Grantor as set forth above, the Grantee agrees to pay to the Grantor simultaneously with the execution of this easement, the sum of \$1.00, receipt of which is hereby acknowledged by the Grantor's signature at the bottom of this document.

7. EASEMENT SUBJECT TO OTHER RIGHTS OF RECORD. This Easement is subject to any and all covenants, easements, restrictions and other encumbrances of record and such facts as a survey of the premises would reveal.

8. RIGHT TO RELOCATE. Grantor reserves the right to (i) re-stripe and reconfigure any parking aisles on the Grantor Property from time to time; and (ii) construct buildings, parking structures and other improvements on the Grantor Property with the appropriate prior jurisdictional approvals. However, any modifications to the Easement Area must be with Grantee's prior written consent and comply with the Green Acres Program rules in effect at that time, including any applicable rules pertaining to the disposal or diversion of parkland. Upon any relocation or replacement of the Easement Area, this Easement will be automatically deemed to be modified and replaced by the relocated Easement and, upon the request of either Grantor or Grantee, the parties agree to cooperate and record an amendment to this Easement (the "Amendment") confirming that this Easement no longer encumbers the Easement Area described herein but encumbers the replacement Easement Area as described in the Amendment.

9. AMENDMENTS. This Easement may not be amended, modified, or rescinded in any fashion, except by a writing signed by the Grantor and the Grantee in recordable form.

10. RETAINED RIGHTS. Prior jurisdictional approval including compliance with Green Acres Program rules must be obtained prior to any additional easements and other rights being granted by the Grantor.



Linda Desantis
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 02/15/2022

[Faint handwritten signature]



Susan Glabe
Notary Public of New Jersey
Commission Expires 02/15/2022

SCHEDULE A



SmithSurveying, Inc.
28 Schuyler Pl. • Morristown, NJ 07960
Ph: 973-540-9004 • Fax: 973-292-0220
www.smithsurveyor.com

Green Acres Project No.: SHC#1426002

August 18, 2016

Part of Tax Lot 12 in Block 18

Borough of Mount Arlington,

Windemere Avenue on (Property Frontage)

Altenbrand Avenue on (Diversion Frontage)

Morris County

Deed Description
Diversion Site No: 1

All that certain tract or parcel of lands located on a property which fronts on Windemere Avenue, however the diversion described below fronts on Altenbrand Ave. at Borough of Mount Arlington at Morris County, New Jersey, bounded and described as follows:

Beginning at an Iron Rod with cap No: 12, identified as "Smith Surveying Inc. Morristown" set at the point with New Jersey State Plane Coordinates [NAD -1983] Northing - 763238.79, Easting - 454271.09, at the northerly sideline of Altenbrand Avenue, a 40 foot wide right of way as shown on Tax Map and established by the survey prepared by Edward Howell, C.E. dated on November 1920, said point being the following two courses from the point of intersection formed by the extension of the southerly sideline of abovementioned Altenbrand Avenue and the northerly sideline of Windemere Avenue, a variable width right of way.

a) along the southerly sideline of Altenbrand Avenue, North 77 degrees 58 minutes 20 seconds West, a distance of 133.57 feet to a point in the same; thence,

b) crossing Altenbrand Avenue, at the right angle to its sidelines, North 12 degrees 01 minutes 40 seconds East, a distance of 40.00 feet to the point of beginning; thence,

1) along the northerly sideline of Altenbrand Avenue, North 77 degrees 58 minutes 20 seconds West, a distance of 62.50 feet to an Iron Rod with cap No:13, identified as "Smith Surveying Inc. Morristown" set at the point in the same; thence,

2) through the lands of Borough of Mount Arlington, North 12 degrees 01 minutes 40 seconds East, a distance of 57.50 feet to an Iron Rod with cap No:14, identified as "Smith Surveying Inc. Morristown" set at the corner of the lands herein described; thence,

3) still through the lands of Borough of Mount Arlington, South 77 degrees 58 minutes 20 seconds East, a distance of 62.50 feet to an Iron Rod with cap No:15, identified as "Smith Surveying Inc. Morristown" set at the corner of the lands herein described; thence,

4) still through the lands of Borough of Mount Arlington, South 12 degrees 01 minutes 40 seconds West, a distance of 57.50 feet to the point and place of Beginning.

Containing 3,594 square feet or 0.083 acre.

The above description was written pursuant to a Green Acres Survey of Lands designated as Block 18, Tax Lot 12, on the municipal tax map of Borough of Mount Arlington, County of Morris, State of New Jersey. Said Survey of Lands was prepared by Richard F. Smith, Jr., for the firm of SmithSurveying, Inc., 28 Schuyler Place, Morristown, New Jersey 07960, prepared on June 1, 2015, and last revised on August 2, 2016, and marked as file No: 150412. A reduced copy of said plan is attached hereto and made a part hereof.



8/12/16

Richard F. Smith, Jr., Professional Land Surveyor License No. 244502404800

RESOLUTION NO. 18-25

Resolution of the Musconetcong Sewerage Authority
Modifying an Easement Agreement between the
Borough of Mount Arlington and the Musconetcong
Authority on Certain Property in the Borough of Mount
Arlington Known as Block 18, Lot 12 on the Tax Map
of the Borough of Mount Arlington

WHEREAS, on April 20, 1994, the Borough of Mount Arlington granted to the Musconetcong Sewerage Authority (hereinafter "Authority") a permanent municipal utility easement for the installation of a pumping station and appurtenance on a portion of said property known as Block 18, Lot 12; and

WHEREAS, the Authority constructed the aforesaid pumping station and appurtenances on said property; and

WHEREAS the parties did modify reduce the area which was the subject of said easement by Modification of Easement Agreement dated December 1, 2010; and

WHEREAS, it has been determined that the property upon which the pumping station has been constructed is within a "Green Acres" designated area by the State of New Jersey Department of Environmental Protection; and

WHEREAS, the easement area has been the subject of a swap agreement between the Borough of Mt. Arlington and the Green Acres Program of the State of New Jersey which agreement is intended to reimburse the Green Acres Program for MSA's use of the easement area;

WHEREAS, the easement area has been re-surveyed in accordance with Green Acres requirements; and

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Musconetcong Sewerage Authority that the Authority agrees to modify the Easement Agreement dated April 20, 1994, as set forth in the Revised Utility Easement attached hereto; and

The Chairman or Director of the Musconetcong Sewerage Authority is hereby authorized to execute said Revised Utility Easement so that it may be recorded.

MUSCONETCONG SEWERAGE AUTHORITY

ATTEST:


Joseph Schwab, Secretary-Treasurer


John Sylvester, Vice Chairman

Dated: April 26, 2018

DECLARATION OF WORK

I hereby declare that the information provided in this document is true and correct to the best of my knowledge and belief.

DECLARED on this 23rd day of March 2024 at [Location]

Signature of [Name] (Printed Name)



Signature of [Name] (Printed Name)