

ORDINANCE NO. 10-2026

AN ORDINANCE OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING RIGHT-OF-WAY ACCESS EASEMENT ON COOLIDGE TRAIL AND ELIZABETH WAY

WHEREAS, the Borough of Mount Arlington (the “**Borough**”) is a public body corporate and politic of the State of New Jersey; and

WHEREAS, the Borough holds a right-of-way for the street known as Coolidge Trail in the Borough of Mount Arlington, as depicted on the official tax maps of Mount Arlington, which is not developed with a street, (the “**Coolidge ROW**”); and, a right-of-way for the street known as Elizabeth Way in the Borough of Mount Arlington, as depicted on the official tax maps of Mount Arlington, which is not developed with a street, (the “**Elizabeth ROW**”); and

WHEREAS, Hollywood Assets, LLC is the owner of certain property in the Borough of Mount Arlington, located at 3 Maple Path and designated as Block 84, Lot 1 on the official tax maps of Mount Arlington; and

WHEREAS, the Land Use Board of the Borough of Mount Arlington granted a minor subdivision to Hollywood Assets, LLC by Resolution adopted on April 22, 2026 (the “**Resolution**”), creating two (2) lots: (i) Block 84, new Lot 1.01 with a street address of 5 Coolidge Trail; and (ii) the remainder will remain Block 84, Lot 1 and the street address will remain 3 Maple Path; and

WHEREAS, the Land Use Board Resolution requires, as a condition of the approval that Hollywood Assets, LLC secure an easement over the Coolidge ROW and Elizabeth ROW to provide access Block 84, new Lot 1.01 with a street address of 5 Coolidge Trail (“**Grantee’s Property**”) (it is noted that the remainder Block 84, Lot 1 with a street address of 3 Maple Path has access from Maple Path) to provide access to new Lot 1.01; and

WHEREAS, the Mayor and Borough Council desire to grant of Right-of-Way Access Easement to Hollywood Assets, LLC; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the Borough of Mount Arlington, County of Morris, New Jersey that:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Mayor, Council President, Business Administrator, and other necessary Borough Officials and professionals are each hereby authorized to execute and deliver the Grant of Right-of-Way Access Easement to Hollywood Assets, LLC, attached hereto as **EXHIBIT A**, and such other documents as are necessary or desirable, and to take such actions or refrain from such actions as are necessary or desirable to facilitate the transactions contemplated hereby, in consultation with, as applicable, counsel to the Borough, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby

approved, ratified and confirmed.

Section 3. Each section, subsection, sentence, clause and phrase of this ordinance is declared to be an independent section, subsection, sentence, clause and phrase and the finding or holding of any such portion of this ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this ordinance.

Section 4. The Borough Clerk is hereby directed, upon adoption of the ordinance after public hearing thereon, to publish notice of the passage thereof.

Section 5. This Ordinance shall take effect according to law.

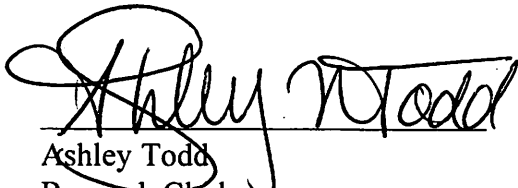
I HEREBY CERTIFY this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Mount Arlington, adopted on September 1, 2026 and will be further considered after a Public Hearing held on October 6, 2026 at the Municipal Building at 7:00 p.m.

INTRODUCED: September 1, 2026

ADOPTED: October 6, 2026

ATTEST:

BOROUGH OF MOUNT ARLINGTON
COUNTY OF MORRIS
STATE OF NEW JERSEY


Ashley Todd
Borough Clerk

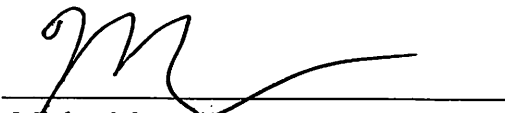

Michael Stanzilis, Mayor
Borough of Mount Arlington

EXHIBIT A

Grant of Right-of-Way Access Easement

Prepared by:

Remo A. Caputo, Esq.

GRANT OF RIGHT-OF-WAY ACCESS EASEMENT

THIS GRANT OF RIGHT-OF-WAY ACCESS EASEMENT, (this “**Easement**”) made October 6, 2026 by and between:

BOROUGH OF MOUNT ARLINGTON, a municipal corporation of the State of New Jersey with offices at 419 Howard Blvd., Borough of Mount Arlington, Morris County, New Jersey 07856 (the “**Grantor**”);

And,

HOLLYWOOD ASSETS, LLC, a New Jersey limited liability company having an address at 10 Orchard Lane, Fairfield, NJ 07004 (the “**Grantee**” and together with the Grantor, the “**Parties**, and individually a “**Party**”).

W I T N E S S E T H:

WHEREAS, the Grantor holds a right-of-way for the street known as Coolidge Trail in the Borough of Mount Arlington, as depicted on the official tax maps of Mount Arlington, which is not developed with a street, (the “**Coolidge ROW**”); and, a right-of-way for the street known as Elizabeth Way in the Borough of Mount Arlington, as depicted on the official tax maps of Mount Arlington, which is not developed with a street, (the “**Elizabeth ROW**”); and

WHEREAS, the Grantee is the owner of certain property in the Borough of Mount Arlington, located at 3 Maple Path and designated as Block 84, Lot 1 on the official tax maps of Mount Arlington; and

WHEREAS, the Land Use Board of the Borough of Mount Arlington granted a minor subdivision to the Grantee by Resolution adopted on April 22, 2026 (the “**Resolution**”), creating two (2) lots: (i) Block 84, new Lot 1.01 with a street address of 5 Coolidge Trail; and (ii) the remainder will remain Block 84, Lot 1 and the street address will remain 3 Maple Path, which was perfected by deed which subdivision deed was recorded immediately prior to this Easement; and,

WHEREAS, the Resolution requires, as a condition of the approval that the Grantee secure an easement as described herein, over the Coolidge ROW and Elizabeth ROW to provide access Block 84, new Lot 1.01 with a street address of 5 Coolidge Trail (“**Grantee’s Property**”) (it is noted that the remainder Block 84, Lot 1 with a street address of 3 Maple Path has access from Maple Path), and in furtherance thereof the Parties hereby enter into this Easement;

NOW, THEREFORE, IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and the mutual undertakings herein, it is mutually agreed as follows:

1. **Grant of ROW Easement.**

- A. **The ROW Easement Area.** The area in the Coolidge ROW and the Elizabeth ROW subject to the Easement which is fifty feet (50') wide by 175 feet (175') long, as depicted by on the plan entitled: "Driveway Easement Exhibit – Block 84, Lot 1.01 Mt. Alington Borough, Morris County, New Jersey, prepared by Kenneth D. Dykstra, Dykstra Walker Design Group, dated June 18, 2026 (the "**ROW Easement Plan**"), attached hereto as **EXHIBIT A**, and as more particularly described in the legal description attached hereto as **EXHIBIT B** (the "**ROW Easement Area**").
- B. **Creation of ROW Easements.** In the ROW Easement Area, Grantor does hereby grant and convey unto Grantee, its heirs, assigns and successors in title or interest, a non-exclusive easement on, over, under, and across the ROW Easement Area for the sole purpose of providing access to Grantee's Property as set forth herein, and, subject to the conditions set forth herein.

2. **Limited Use of ROW Easement Area and Conditions.**

- A. The use of the ROW Easement Area shall be limited to:
- (i) the right to install, rebuild, replace, reconstruct, repair and maintain a driveway solely for access to the Grantee's Property, in and upon, under, over, and through the ROW Easement Area as depicted on the "**ROW Easement Plan**", attached hereto as **EXHIBIT A**; and
- (ii) the right to install, rebuild, replace, reconstruct, repair and maintain utilities, including, electric and telecommunication lines and utility poles, water lines, sewer lines, gas lines, and stormwater drainage lines (collectively the "**Utilities**") solely to service the Grantee's Property, in and upon, under, over, and through the ROW Easement Area as depicted on the "**ROW Easement Plan**", attached hereto as **EXHIBIT A**;
- B. The Grantee shall not erect or cause to be erected, installed or placed in the ROW Easement Area, any building or structure, trees, shrubbery, fence, landscaping, or any other type of material of any nature whatsoever (collectively the "**Encroachments**"). If any Encroachments are placed in the ROW Easement Area, the Grantor shall provide written notice to the Grantee to remove the Encroachments, and if the Encroachments are not removed within 30 days of the date of such notice, the Grantor shall have the right to remove and dispose of the Encroachments without an accounting to, or other liability to the Grantee for such removal; provided however, if in the sole determination of the Grantor the

Encroachments pose an imminent threat to the health, safety or welfare they may be immediately removed without notice.

- C. The Grantee, its agents, servants, employees, contractors and licensees shall have the right of ingress and egress in and upon the ROW Easement Area as reasonably required for installation, grading, maintenance, repair, rebuilding, reconstruction or replacement of the improvements permitted in Section 2.A (the “**Work**”) and upon the completion of said Work shall remove all materials, tools, equipment, building and debris from the ROW Easement Area and generally restore the surface of the land as nearly as possible to the same condition as it may have been prior to the undertaking of the Work.
- D. At all times, any Work is performed in the ROW Easement Area, the Grantee, and its agents, servants, employees, contractors and licensees shall maintain liability insurance and list the Grantor as an additional insured and certificate holder on all liability insurance policies.
- E. The Grantee shall be solely responsible for the costs related to the design, construction, repair, replacement, and/or maintenance of the driveway, including but not limited to snow and ice removal. The Grantee agrees and accepts that the forgoing maintenance responsibilities shall not be the subject of a municipal services agreement pursuant to the New Jersey Municipal Services Act, N.J.S.A. 40:67-23.1, et seq.; provided however, at the sole discretion of the Grantor, a municipal services agreement may be entered into for purposes of Grantor provided solid waste and/or recyclable materials collection.
- F. In addition to the Grantee’s obligation to provide insurance as set forth in Section 2.D, the Grantee at all times agrees to the fullest extent permitted by law to hold harmless, indemnify and defend the Grantor, its agents, servants, employees, contractors and/or subcontractors (collectively the “**Grantor Entities**”) from any and all claims, personal injury, property damage, environmental damage, and any and all damages, losses and expenses including, but not limited to, attorneys’ fees, by Grantee, its guests, invitees, servants, agents, contractors or other such individuals whether permitted or not by Grantee related to or arising out of this Easement.
- G. The granting of this Easement does not constitute the dedication and/or acceptance of the ROW Easement Area as a public street by the Grantor, and the driveway shall be a private driveway.
- H. This Easement, and the foregoing limitations and conditions, are in addition to those in the Resolution and any other applicable conditions imposed by any entity having jurisdiction over the subdivision and the subject matter of this Easement, and, any applicable law, rule or regulation.

3. **Termination / Generally Applicable Provisions.**

- A. **Termination:** Should the Grantor determine to improve, or cause/authorize a third party to improve either the Coolidge Trail ROW and/or the Elizabeth Way ROW in accordance with the Residential Site Improvement (RSIS) standards or other applicable regulation for the use of the general public, and if necessary and as directed by the Grantor, the Grantee shall as its sole cost and expense shall remove the improvements permitted and installed pursuant to Section 2.A, and remove and/or relocate the Utilities, as directed by the Grantor, and at which time this Easement shall be terminated, and either Party may record a documents evidencing such termination.
- B. This Easement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no oral or other agreements existing between the parties with respect to the subject matter hereof which are not expressly set forth in this Easement. This Easement may only be amended or revised, and/or, any specific provision may only be modified, waived, discharged, or terminated by a written instrument executed by both Parties hereto; additionally, Grantee shall obtain approval from the Planning Board for the same, if so required by the Planning Board.
- C. This Easement shall be governed by the laws of the State of New Jersey without giving effect to its conflicts of laws principles. The Parties hereby submit to personal jurisdiction of the New Jersey Superior Court, Morris County Vicinage and agree that the exclusive venue for all actions or proceedings arising out of or in connection with this Easement shall be in the New Jersey Superior Court, Morris County Vicinage.

IN WITNESS WHEREOF, the Parties have caused this Easement to be duly executed as of the date first written above.

[Signatures of the following pages]

BOROUGH OF MOUNT ARLINGTON

By: 
Michael Stanzilis,
Mayor



STATE OF NEW JERSEY)
) SS:
COUNTY OF MORRIS)

I CERTIFY that on October 7, 2026, Michael Stanzilis personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was properly authorized to and did execute this instrument as the proper Mayor of the Borough of Mount Arlington, the entity named in this instrument; and
- (c) executed this instrument as the duly authorized act of Borough of Mount Arlington.


Notary Public

[Signatures continue on the following page]

HOLLYWOOD ASSETS, LLC

By: _____
Giovanni Magno
Managing Member

STATE OF NEW JERSEY)

) SS:

COUNTY OF _____)

I CERTIFY that on _____, 2026, Giovanni Magno personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was properly authorized to and did execute this instrument as the proper Managing Member of Hollywood Assets, LLC, the entity named in this instrument; and
- (c) executed this instrument as the duly authorized act of Hollywood Assets, LLC

Notary Public
(seal)

