

**ORDINANCE #2022-13**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE  
BOROUGH OF KEYPORT, COUNTY OF MONMOUTH,  
STATE OF NEW JERSEY, AUTHORIZING A BOUNDARY  
LINE AND ACCESS AGREEMENT WITH 149 W. FRONT  
STREET, LLC**

**WHEREAS**, the Borough of Keyport (the “**Borough**”) is a municipal corporation of the State of New Jersey; and

**WHEREAS**, the Borough is the owner of certain parcels of real property commonly known as Lots 20, 21 and 22 within Block 21.02, as indicated on the tax maps of the Borough, and more particularly as indicated and described in the accompanying Boundary Line and Access Agreement (“**Agreement**”) appended hereto as Exhibit A (such parcels of real property hereafter the “**Borough Property**”); and

**WHEREAS**, 149 W. Front Street, LLC (“**149WFS**”) took title to certain parcels of real property commonly known as Lots 15, 16, 17, 18 and 19 in Block 21.02 on the tax maps of the Borough of Keyport, and more particularly as indicated and described in the accompanying Agreement appended hereto as Exhibit A (such parcels hereafter the “**149WFS Property**”); and

**WHEREAS**, subsequent to the conveyance of title of the 149WFS Property into 149WFS, it became clear to the respective parties (the Borough and 149WFS) that there were ambiguities in the public record with respect to the boundary line and demarcation between Block 21.02, Lots 19 and 20, which are owned respectively by 149WFS and the Borough, among other things; and

**WHEREAS**, in order to rectify and address the forgoing concerns, and other matters, the Borough and 149WFS desire to enter into the Agreement appended hereto as Exhibit A, in order to resolve any and all uncertainty and/or ambiguity which may, might, or could exist regarding the correct boundary line between the Borough Property and the 149WFS Property, and to address other matters as set forth in the said Agreement; and

**WHEREAS**, in connection with the Agreement, the Borough also desires to convey to 149WFS an access easement providing pedestrian and vehicular ingress and egress between the paved access way adjoining the western curb line of the island between the two parking lots, all as depicted on the ARH Survey appended to the Agreement and set forth therein; and

**WHEREAS**, the Borough is hereby desirous of adopting this Ordinance to approve the said Agreement, all as aforesaid.

**NOW, THEREFORE, BE IT ORDAINED**, by the Municipal Council of the Borough of Keyport, in the County of Monmouth and State of New Jersey, as follows:

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

2. The Borough Council hereby approves of the Borough entering into the aforementioned Boundary Line and Access Agreement with 149 West Front Street, LLC.

3. The Mayor (along with such other necessary Borough personnel) be and hereby are authorized and directed to execute the Boundary Line and Access Agreement substantially in the form as attached hereto as *Exhibit A*, subject to such additions, deletions, modifications or amendments deemed necessary by Borough Administration in consultation with the Borough Attorney.

4. A copy of this Ordinance and the Boundary Line and Access Agreement shall be available for public inspection at the offices of the Borough Clerk. The Boundary Line and Access Agreement shall also be recorded in the public land records of the County of Monmouth following its full approval and execution by both the Borough and 149WFS.

5. This Ordinance shall take effect twenty (20) days after its final passage by the Borough Council, upon approval by the Mayor, and following publication as required by law.

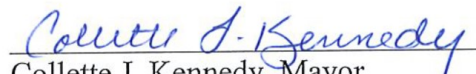
Introduced: May 3, 2022

Public Hearing: June 21, 2022

Adopted: June 21, 2022



Michele Clark, RMC  
Borough Clerk  
Borough of Keyport



Collette J. Kennedy, Mayor  
Borough of Keyport

**EXHIBIT A**

Boundary Line and Access Agreement

**Record and Return to:**

Leslie G. London, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, New Jersey 07068

**BOUNDARY LINE AND ACCESS AGREEMENT**

**THIS BOUNDARY LINE AGREEMENT** (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2022, by and between **149 W. FRONT STREET, LLC** (hereafter "149WFS"), whose address is 4 Stoecker Road, Holmdel, New Jersey 07733, and the **BOROUGH OF KEYPORT**, a municipal corporation of the State of New Jersey (hereafter, the "Borough"), whose address is 70 West Front Street, Keyport, New Jersey 07735.

This Agreement specifically involves the rights and obligations of the parties as to those certain parcels of real property which are assessed for tax purposes as Lots 19 and 20 in Block 21.02 on the tax maps of the Borough of Keyport.

**RECITALS:**

**WHEREAS**, the Borough is the owner of certain parcels of real property commonly known as Lots 20, 21 and 22 within Block 21.02, as indicated on the tax maps of the Borough, and more particularly as indicated on both (1) a Topographic and Outbound Survey for: Lots 49-51, Block 21.01 and Lots 20-22, Block 21.02, "Keyport Waterfront Park", Tax Map Page 7, Borough of Keyport, Monmouth County, New Jersey, prepared by CME Associates and dated March 4, 2016 (KP502) (the "CME Survey"), and appended hereto as Exhibit A; and, (2) Survey of Property, Block 21.02, Lots 15-19, Borough of Keyport, Monmouth County, New Jersey, prepared by ARH Associates and dated September 14, 2016 (the "ARH Survey"), and appended hereto as Exhibit B (such parcels hereafter the "Borough Property"); and

**WHEREAS**, 149WFS took title to certain parcels of real property commonly known as Lots 15, 16, 17, 18 and 19 in Block 21.02 on the tax maps of the Borough of Keyport, and more particularly described in a Deed dated December 23, 2016 and recorded on February 16, 2017 in the Office of the Clerk of the County of Monmouth in Deed Book 9213, at Page 6510 *et seq.* (such parcels hereafter the "149WFS Property"). In addition to being depicted within the CME Survey and the ARH Survey, the 149WFS Property (and the Borough Property) are also depicted within a certain Survey of Property, Lots 15-19, Block 21.02, Borough of Keyport, Monmouth County, New Jersey, prepared by DMC Associates and dated September 17, 2002 (the "DMC Survey"), and appended hereto as Exhibit C; and

**WHEREAS**, subsequent to the conveyance of title of the 149WFS Property into 149WFS, it became clear to the respective parties that there were ambiguities in the public record with respect to an access easement as well as the boundary line and demarcation between Block

21.02, Lots 19 and 20, which are owned respectively by 149WFS and the Borough, among other things; and

**WHEREAS**, in order to rectify and address the forgoing concerns and other matters, the parties hereto desire to resolve any and all uncertainty and/or ambiguity which may, might, or could exist regarding the correct boundary line between the Borough Property and the 149WFS Property, and to address other matters.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Borough and 149WFS agree that the correct boundary line between the Borough Property and the 149WFS Property, and specifically, between Block 21.02, Lots 19 and 20, is appropriately depicted on both the CME Survey, and the ARH Survey, and more specifically, is correct depicted thereon as the line with the bearing of N32d 08' 44"W, 195.27', which aligns with the western curb line of the island between the two parking lots depicted thereon.

2. Pursuant to the boundary line adjustment and agreement set forth herein, 149WFS hereby conveys, grants, releases, remises and forever quit claims to the Borough, in accordance with *N.J.S.A. 46:5-1 et seq.*, all of its claim to, estate, right, title, and interest in and to the Borough Property, as adjusted herein.

3. Pursuant to the boundary line adjustment and agreement set forth herein, the Borough hereby conveys, grants, releases, remises and forever quit claims to 149WFS, in accordance with *N.J.S.A. 46:5-1 et seq.*, all of its claim to, estate, right, title, and interest in and to the 149WFS Property, as adjusted herein.

4. The Borough further conveys to 149WFS an access easement providing pedestrian and vehicular ingress and egress between the paved access way adjoining the western curb line of the island between the two parking lots as depicted on the ARH Survey. In further consideration of the Borough's grant of the said access easement herein, 149WFS agrees that it, along with its successors, heirs and assigns, will, at its/their own cost and expense, maintain, repair and keep up the access easement as depicted on the ARH Survey, and shall also save, defend, indemnify and hold harmless the Borough and its officers, agents, employees, heirs, successors and assigns, from any and all costs and claims, including reasonable attorney's fees and costs, arising from or in connection with the use of the said access easement granted herein.

5. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision, to the degree they can give effect to the intent of the parties hereto.

6. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement on any prior occasion(s), shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

7. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

8. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement, shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

9. Agreement to Run with the Land. The matters agreed to herein, including without limit the boundary line adjustment and agreement, shall run with the land and inure to the benefit of the parties and their respective successors, heirs and assigns.

10. Recordation. The Parties agree that this Agreement shall be recorded in the Office of Clerk in the County of Monmouth, New Jersey for placement in the land records of the said County.

*[signatures appear on the following page]*

**EXHIBIT A**

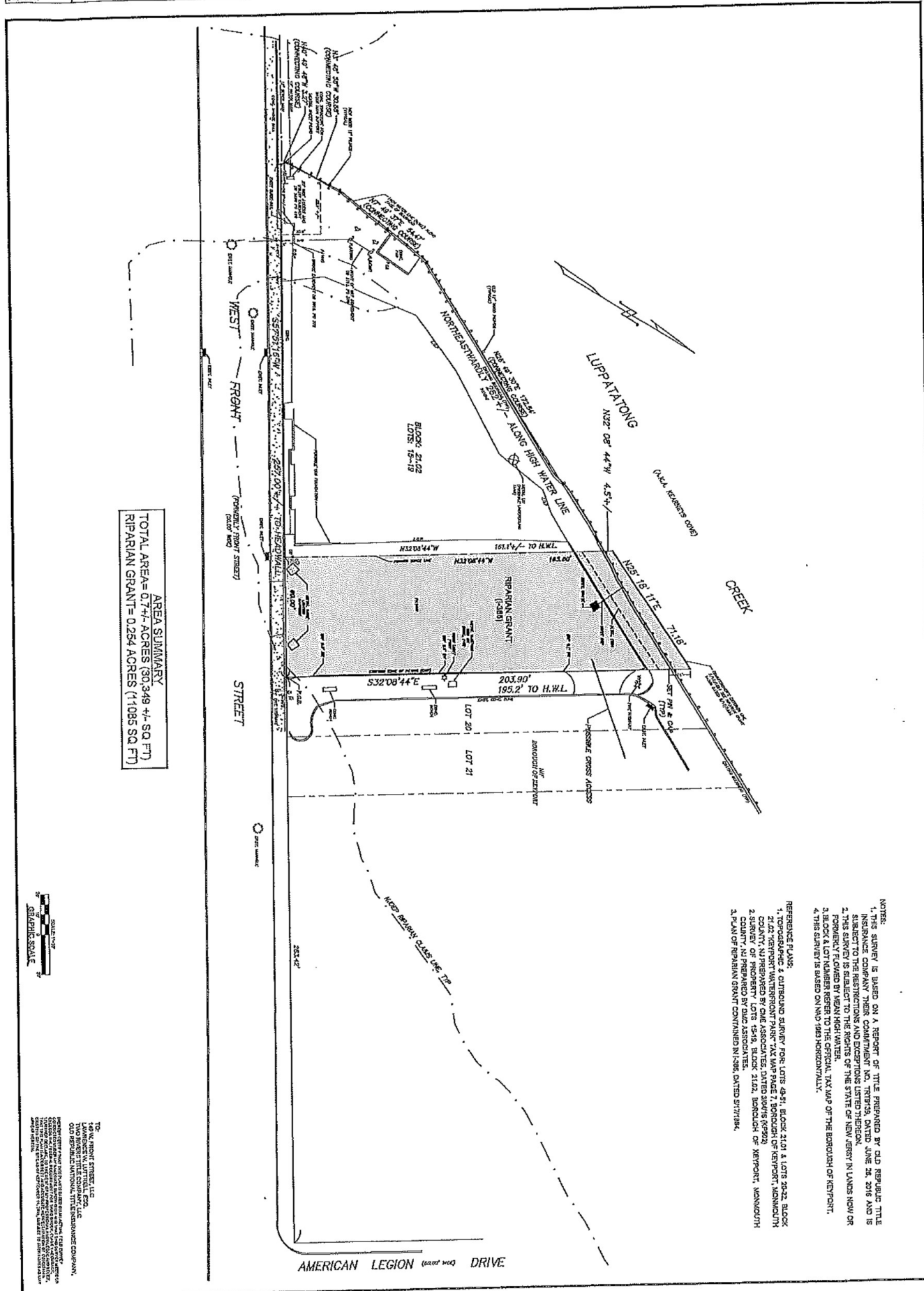
Topographic and Outbound Survey for: Lots 49-51, Block 21.01 and Lots 20-22, Block 21.02,  
"Keyport Waterfront Park", Tax Map Page 7, Borough of Keyport, Monmouth County, New  
Jersey, prepared by CME Associates and dated March 4, 2016 (KP502)





**EXHIBIT B**

Survey of Property, Block 21.02, Lots 15-19, Borough of Keyport, Monmouth County, New Jersey, prepared by ARH Associates and dated September 14, 2016

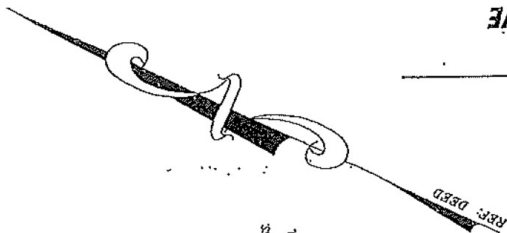


<p>TO THE FRONT STREET, LLC          LAMARCA, NJ 07036          OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,          1000 STATE STREET, SUITE 100          NEW JERSEY LICENSE NO. 1778</p>	<p>ADAMS, REHMANN &amp; HEGGAN ASSOCIATES, INC.          215 BELLEVUE AVENUE          PO BOX 577          HAMMONTON, NJ 08027-0577          TEL: 856-221-4444          FAX: 856-221-4444</p>	<p>ROBERT R. HEGGAN          NEW JERSEY LICENSE NO. 1778</p>
---	--	--

**EXHIBIT C**

Survey of Property, Lots 15-19, Block 21.02, Borough of Keyport, Monmouth County, New Jersey, prepared by DMC Associates and dated September 17, 2002

THE CONTRACTOR IS MADE ONLY TO VERIFY MOUND PATERS FOR PURCHASE IN  
 INCREASE OF VERTICAL ELEVATION PROPERTY BY ADJACENT LANDS PURCHASER, AND  
 ANY OTHER PROPERTY INCLUDING, BUT NOT LIMITED TO, THE USE OF SURVEY FOR  
 CONSTRUCTION, SHALL BE THE RESPONSIBILITY OF THE PURCHASER. THE CONTRACTOR  
 CONTAINING, BEING DIRECTLY OR INDIRECTLY.

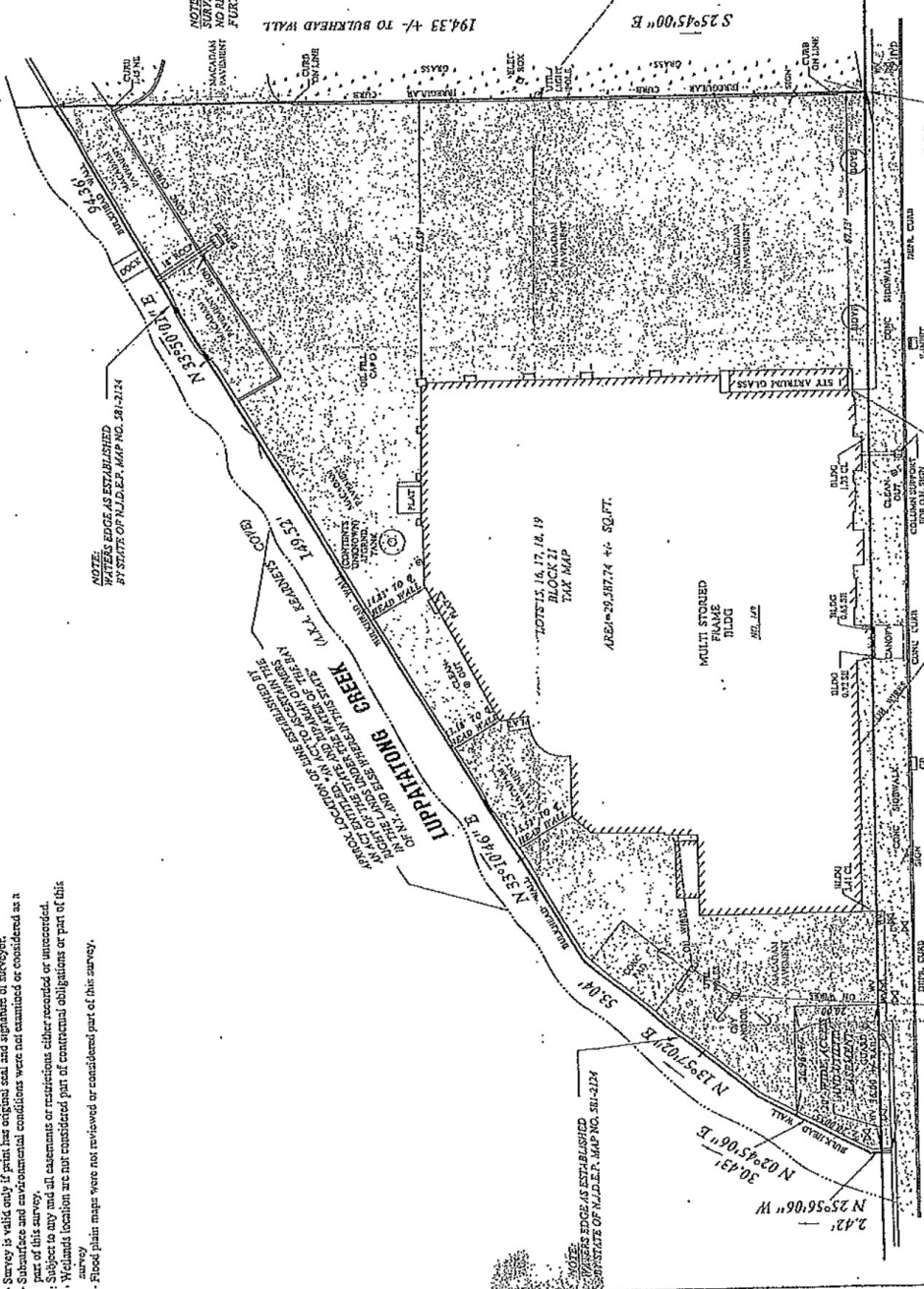


AMERICAN LEGION DRIVE  
 (60' R.O.W.)  
 N 25°45'00" W

NOTE:  
 SURVEYOR HAS FOUND EVIDENCE OF INGRESS AND EGRESS.  
 NO RECORDED RECORD FOUND.  
 FURTHER INVESTIGATION HIGHLY RECOMMENDED.

MUNICIPAL PARKING LOT  
 LANDS BOROUGH  
 OF KEYPORT  
 LOTS 20, 21, & 22  
 T.M.A.

283.0 SURVEY  
 (317 T.M.A.)



NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

**SURVEYOR'S NOTES:**  
 - Except as specifically stated or shown on this plan, this survey does not purport to  
 reflect any of the following which may be applicable to the subject real estate:  
 - easements, other than those shown on this plan, building setback lines, restrictive covenants,  
 - subdivision restrictions, zoning or other land use regulations and any other facts  
 - that an accurate and current title search may disclose.  
 - Declaration is made to original purchaser of the survey, it is not transferable to  
 - additional institutions or subsequent owners.  
 - Survey is valid only if print has original seal and signature of surveyor.  
 - Substance and environmental conditions were not examined or considered as a  
 - part of this survey.  
 - Subject to any and all easements or restrictions either recorded or unrecorded.  
 - Wetland location are not considered part of contractual obligations or part of this  
 - Flood plain maps were not reviewed or considered part of this survey.

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

NOTE:  
 WATER'S EDGE AS ESTABLISHED  
 BY STATE OF N.J.D.E.P. MAP NO. 28-2124

LEGEND

[Symbol]	INLET (AS NOTED)
[Symbol]	OR WIRE
[Symbol]	SUN
[Symbol]	UTILITY POLE
[Symbol]	WATER VALVE
[Symbol]	CLEAN OUT
[Symbol]	GAS VALVE
[Symbol]	GRID ANCHOR

MAP OF PROPERTY OF  
 GEORGE VOULOUKOS, GEORGE HILAS AND MIHAIL D. HILAS, PARTNERS, VIA PROPERTY ASSOCIATES;  
 BOROUGH OF KEYPORT  
 MONMOUTH COUNTY, NEW JERSEY

SCALE	DATE	TAX BLOCK	TAX LOTS
1"=50'	9/17/02	21	15 THRU 19

PREPARED BY:  
 JERRY MAROTTA, INC. BOILING SPRINGS  
 SAVINGS BANK, ITS SUCCESSORS AND/OR ASSIGNS  
 \*SEE NOTES\*

FILED ON: [ ]  
 MAP NO.: [ ]  
 DIVISIONS: [ ]

DMC ASSOCIATES, INC.  
 LAND SURVEYORS  
 124 KNOXBLVD. SUITE 200, JERSEY CITY, NJ 07310  
 TEL: 201-761-1111 FAX: 201-761-1112

ROBERT L. COOL, N.J.S. NO. 40261  
 CERTIFICATE OF APPROPRIATION NO. 027288