

**BOROUGH OF PALMYRA
ORDINANCE 2023-10**

AN ORDINANCE OF THE BOROUGH OF PALMYRA TO AUTHORIZE THE EXECUTION OF A SANITARY SEWER UTILITY EASEMENT BETWEEN THE BOROUGH OF PALMYRA AS THE GRANTEE AND THE BURLINGTON COUNTY BRIDGE COMMISSION AS THE GRANTOR FOR THE BENEFIT OF SANSONE URBAN RENEWAL ENTITY I, LLC

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1, et seq., as amended and supplemented (the "Act"), authorizes municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, the Borough has negotiated with the Palmyra Urban Renewal Entity, LLC ("PURE) to redevelop the Route 73 Redevelopment Area in conformance with the Redevelopment Plan; and

WHEREAS, the BURLINGTON COUNTY BRIDGE COMMISSION, is a public body politic and corporation, having a mailing address of 1300 Route 73 North, P.O. Box 6, Palmyra, New Jersey 08065-1090 (the "**Grantor**"); and

WHEREAS, the BOROUGH OF PALMYRA, is a public body politic constituting a political subdivision of the State of New Jersey, having its principal address at 20 West Broad Street, Palmyra, New Jersey 08065 (the "**Grantee**"); and

WHEREAS, SANSONE URBAN RENEWAL ENTITY I, LLC, is a New Jersey limited liability company, which maintains a principal address of 3819 Maple Avenue, Dallas, Texas 75219, and/or its successors and assigns ("**SURE 1**"); and

WHEREAS, SURE I is the owner of that certain real property situated within the Borough of Palmyra designated as Block 156, Lot 1.08 (Formerly Block 156, Lots 1 and 1.01 and shall be referred to as the "**Beneficial User**"); and

WHEREAS, the Grantor, its successors and assigns is the owner of certain real property identified as Souder Street, which is situated west of Market Street to Temple Boulevard, an undedicated roadway controlled, operated and maintained by Grantor situated entirely within the Borough of Palmyra; and

WHEREAS, the Grantee owns, operates, and maintains certain sanitary sewer infrastructure, including without limitation a sewer force main, which has been installed, constructed and/or located within Temple Boulevard; and

WHEREAS, the Grantee, for the benefit of the Beneficial User, seeks to extend existing sewer utility infrastructure from Beneficial User's approved project site, located at 201 Route 73 North and designated as Block 156, Lots 1,1.01, 1.02, 2, 2.01, 3.01, 4.01, 5.01 and 6.01 on the Borough of Palmyra Tax Map, across certain adjacent lands, under Route 73 to Souder Street and then on, over, above, through and/or within Souder Street from a point beginning at Souder Street's intersection with Route 73 to a point ending at its intersection with Temple Boulevard in order to permit and/or accommodate sewer service for Beneficial User's approved development project to be constructed at the approved project site; and

WHEREAS, the Grantee therefore desires to acquire a permanent easement in and/or to a portion of said Souder Street (the "**Easement Area**") for purposes of enabling Beneficial User to install, construct, own, operate and maintain a

sanitary sewer force main extension and/or such other sanitary sewer facilities appurtenant thereto (collectively, the “Sewer Infrastructure”) on, over, above, through and/or within the Easement Area as more fully depicted in the Sanitary Sewer Utility Easement that is attached hereto as Exhibit A; and

WHEREAS, the Local Lands and Buildings law (N.J.S.A. 40A:12-1 *et. seq.*, provides that any municipality, by ordinance, may provide for the acquisition of any real property, which is defined to include easements (See N.J.S.A. 12-4; N.J.S.A. 12-5(a)(1)).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE BOROUGH OF PALMYRA, COUNTY OF BURLINGTON, AND STATE OF NEW JERSEY AS FOLLOWS:

1. All the above recitals are incorporated herein.
2. The Borough hereby accepts the sanitary sewer easement as set forth in the Sanitary Sewer Easement that is appended hereto as Exhibit A.
3. The Mayor and the Clerk are authorized to execute on behalf of Palmyra the aforesaid Sanitary Sewer Utility Easement.
3. Upon receipt of the fully executed Sanitary Sewer Easement, it shall be recorded in the Office of the Clerk of Burlington County,
4. If any section, paragraph, subsection, clause, or provision of this Amendment shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provisions so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.
5. This ordinance shall take effect immediately upon final passage and publication according to law.

Approved for introduction at the regular meeting of the Borough of Palmyra Mayor and Council on July 17, 2023
 Public Notice of the second reading and public hearing was published in the Burlington County Times on July 21, 2023.
 Public Notice and second reading will be held August 21, 2023.


RECORDED VOTE	MOTION	SECOND	INFAVOR	AGAINST	ABSTAIN	ABSENT
DR. CLOUD		X	X			
MS. LATIMORE			X			
MR. LIEBE			X			
MRS. MCCANN			X			
MS. O'CONNOR			X			
PRESIDENT HOWARD	X		X			
MAYOR GINA RAGOMO TAIT						

Approved for final adoption at the regular meeting of the Borough of Palmyra Mayor and Council on **August 21, 2023** after a public hearing was held. Public Notice was given for the public hearing by being published in the Burlington County Times on July 21, 2023.

RECORDED VOTE	MOTION	SECOND	INFAVOR	AGAINST	ABSTAIN	ABSENT
DR. CLOUD	X		X			
MS. LATIMORE		X	X			
MR. LIEBE			X			
MRS. MCCANN			X			
MS. O'CONNOR						X
PRESIDENT HOWARD						X
MAYOR GINA RAGOMO TAIT						

DATE OF FINAL PUBLICATION: **August 25, 2023**

ATTEST:


 Doretha Jackson
 Municipal Clerk

SIGNED:


 Gina Ragomo Tait
 Mayor

This Document was prepared by:

NEHMAD DAVIS & GOLDSTEIN, P.C.
4030 Ocean Heights Avenue
Egg Harbor Township, New Jersey 08234
Tel. (609) 927-1177

CherylLynn Walters, Esquire
Attorney at Law of the State of New Jersey

-----[Space Above This Line For Recording Data]-----

SANITARY SEWER UTILITY EASEMENT

This **SANITARY SEWER UTILITY EASEMENT** (“Sewer Easement”) is made on this _____ day of _____, 20____, by and between the BURLINGTON COUNTY BRIDGE COMMISSION, a public body politic and corporation, having a mailing address of 1300 Route 73 North, P.O. Box 6, Palmyra, New Jersey 08065-1090 (the “**Grantor**”); and the BOROUGH OF PALMYRA, a public body politic and corporation, constituting a political subdivision of the State of New Jersey, having its principal address at 20 West Broad Street, Palmyra, New Jersey 08065 (the “**Grantee**”); for the benefit of SANSONE URBAN RENEWAL ENTITY I, LLC, a New Jersey limited liability company, which maintains a principal address of 3819 Maple Avenue, Dallas, Texas 75219, and/or its successors and assigns, the owner of that certain real property situated within the Borough of Palmyra designated as Block 156, Lots 1 and 1.01 (the “**Beneficial User**”). As used herein, the Grantor, Grantee and Beneficial User each are considered a “Party” and collectively and/or in any combination thereof are referred to as the “Parties.”

RECITALS

A. The Grantor is the owner of certain real property identified as Souder Street, which is situated west of Market Street to Temple Boulevard, an undedicated roadway controlled, operated and maintained by Grantor situated entirely within the Borough of Palmyra.

B. The Grantee owns, operates and maintains certain sanitary sewer infrastructure, including without limitation a sewer gravity main, which has been installed, constructed and/or located within Temple Boulevard.

C. The Grantee, for the benefit of the Beneficial User, seeks to extend existing sewer utility infrastructure from Beneficial User’s approved project site, located at 201 Route 73 North and designated as Block 156, Lots 1,1.01, 1.02, 2, 2.01, 3.01, 4.01, 5.01 and 6.01 on the Borough of Palmyra Tax Map, across certain adjacent lands, under Route 73 to Souder Street and then on, over, above, through and/or within Souder Street from a point approximately 69.47 feet west of the intersection of Souder Street and Market Street right of ways to a point ending approximately 59’ south of the intersection of Souder Street and Temple Boulevard in order to permit and/or

accommodate sewer service for Beneficial User's approved development project to be constructed at the approved project site.

D. The Grantee therefore desires to acquire a permanent easement in and/or to a portion of said Souder Street (the "**Easement Area**") for purposes of enabling Beneficial User to install, construct, own, operate and maintain a sanitary sewer force main extension and/or such other sanitary sewer facilities appurtenant thereto (collectively, the "**Sewer Infrastructure**") on, over, above, through and/or within the Easement Area as more fully depicted on that certain plan entitled "Force Main Exhibit" prepared by DPK Consulting, LLC dated October 30, 2021, annexed hereto as **Exhibit A**, and as more fully described in that certain metes and bounds legal description prepared by DPK Consulting, LLC dated November 3, 2021 annexed hereto as **Exhibit B**. The "Easement Area" graphically is depicted on Exhibit "A" and is described by a metes and bounds description that is set forth in Exhibit "B."

E. The Local Lands and Buildings law (N.J.S.A. 40A:12-1 *et. seq.*, provides that any municipality, by ordinance, may provide for the acquisition of any real property, which is defined to include easements (See N.J.S.A. 12-4; N.J.S.A. 12-5(a)(1)).

F. On August 21, 2023, Grantee's governing body adopted on second reading Ordinance _____ authorizing acquisition of this Sewer Easement and Grantee's Borough Clerk has caused Ordinance _____ to be published according to law in Grantee's official newspaper.

G. At Grantee's request, Beneficial User agrees to accept responsibility for the installation, construction, ownership and maintenance of said Sewer Infrastructure until such time as the Grantee may elect, in Grantee's sole discretion, to accept ownership, control and responsibility for the Sewer Infrastructure as provided for hereinbelow.

In consideration of the above Recitals, each of which the Parties specifically approve and adopt as part of this Sewer Easement, and in further consideration of the mutual covenants set forth below, the Parties, intending to be legally bound hereby, agree as follows:

1. **Incorporation of Recitals.** The statements that are set forth in the Recitals above are true and accurate. All of the Recitals are repeated and are incorporated herein by this reference thereto and are made a part hereof as if each and every statement were set forth fully herein.

2. **Grant of Easement.** In consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by Beneficial User on behalf of Grantee, Grantor hereby grants to Grantee and Beneficial User a non-exclusive sanitary sewer utility easement ("**Sewer Easement**") on, over, above, through and/or within the Easement Area pursuant to the terms and conditions set forth herein.

3. **Duration of Easement.** The duration of the Sewer Easement granted hereunder shall be perpetual.

4. **Scope of Easement.**

4.1 The Sewer Easement granted herein shall permit Grantee and/or Beneficial User to undertake and perform the following within the easement area: installation, repair, relocation, maintenance or removal of the Sewer Infrastructure including, without limitation, above ground appurtenances, as required in the use, operation, maintenance, repair and/or replacement of that portion of the sewer system shown on Exhibit A and described in Exhibit B, along with the right to excavate and re-excavate ditches and/or trenches for the location of said underground Sewer Infrastructure, also including, without limitation, the right to reconstruct, maintain, alter, modify, add to, operate, repair, remove and replace the Sewer Infrastructure within the confines of the Easement Area.

4.2 Grantee and/or Beneficial User shall have the right to temporarily access such parts of Grantor's land that is adjacent to the Easement Area as is necessary to effectuate the purpose and intent of this Sewer Easement, subject to the approval of the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. The Grantee and/or Beneficial User also shall have the right, from time to time, and at any time, to remove or clear and keep clear any and all trees, underbrush, structures and other obstructions upon the Easement Area so as to not interfere with the operation, repair and maintenance of the Sewer Infrastructure. Notwithstanding the above, and in addition thereto, Grantor's property shall be restored as set forth in Section 7.4 below.

4.3 Grantee and/or Beneficial User shall have the right to patrol, inspect, maintain, redesign, rebuild, relocate or alter the Sewer Infrastructure and to install such additional lines, apparatus and equipment as the Grantee may at any time determine is necessary, including the right to remove any line or any part thereof within the Sewer Easement area depicted and described on Exhibits A and B.

4.4 Grantor consents to such access to Grantor's property as may be necessary to effectuate the intent and purposes of this Sewer Easement; provided that Grantor shall first be provided not less than twenty-four (24) hours written notice of the intent to access Grantor's property as contemplated herein. Notwithstanding the above, and in addition thereto, in the event of an emergency which requires immediate action by Grantee and/or Beneficial User, Grantee and/or Beneficial User may access those parts of Grantor's property necessary to address the emergency condition without prior notice to Grantor, provided that the acting party provides verbal and written notice to Grantor within twenty-four (24) hours of the emergency event, which notice shall describe the nature and extent of the emergency that gave rise to the need to access Grantor's property and the extent to which Grantor's property was accessed and/or utilized during Beneficial User's efforts to address the emergency.

4.5 The Sewer Easement granted herein shall run with the land and shall inure to the benefit of Grantee and Beneficial User and each of their respective successors and assigns consistent with the terms and conditions of this Sewer Easement.

5. **Non-Exclusiveness of Easement.** The rights and privileges granted by this Sewer Easement are non-exclusive; provided, however, that Grantor covenants not to convey any other easements or rights within the area covered by this grant which would conflict, or interfere, with the exercise of the rights granted to Grantee and Beneficial User under this Sewer Easement. Notwithstanding the above, Grantee and Beneficial User understand and acknowledge that possession of the Sewer Easement area shall not be exclusive and shall remain accessible and usable to Grantor and the public as a public roadway and as further contemplated in Paragraph 6 below.

6. **Grantor's Rights.** Subject to the exercise of the rights granted herein to Grantee and Beneficial User, Grantor may use the land within the limits of the Easement Area for any lawful purpose, including without limitation as a public roadway, provided that such use shall not interfere with, limit or obstruct Grantee and/or Beneficial User's exercise of the rights conveyed herein, including without limitation the right to install, construct, use, operate, repair, maintain, relocate and remove the Sewer Infrastructure described herein. If Grantor seeks to utilize the Sewer Easement area for any purpose other than as an undedicated public roadway it shall not put said area to any other use until it first obtains the prior written approval and consent of Grantee and Beneficial User. Notwithstanding the foregoing sentence, Grantee and Beneficial User agree that they shall provide approval and/or consent therefor provided that: (i) reasonable access to the underground Sewer Infrastructure is made available to Grantee and/or Beneficial User; and (ii) Grantor's proposed use of the Sewer Easement area does not damage the Sewer Infrastructure or prevent access thereto.

7. **Beneficial User's Rights and Duties; Termination of Ownership.**

7.1 The Parties agree that this Sewer Easement shall be recorded in the Office of the Burlington County Clerk. Upon recordation of this Sewer Easement, Beneficial User shall have the exclusive right and obligation to install, construct, use, operate, repair, maintain, relocate and remove the Sewer Infrastructure, at its sole cost and expense, and shall do so in accordance with all applicable local, county and state statutory and regulatory requirements governing the installation, ownership and maintenance of sanitary sewer infrastructure. Upon completion of initial installation and construction of the Sewer Infrastructure, Beneficial User shall have the obligation to maintain the Sewer Infrastructure in the same manner exercised by Grantee and in accordance with such standards that are established and used by Grantee with respect to sewer infrastructure that is located elsewhere within the Borough of Palmyra and which is owned, operated and maintained by Grantee.

7.2 Unless and until such time as Grantee elects to accept ownership and control of the Sewer Infrastructure, and has undertaken such necessary and proper actions to legally accept ownership and control thereof, the Sewer Infrastructure shall remain under the ownership and control of Beneficial User.

7.3 During and after construction and installation of the Sewer Infrastructure, Beneficial User shall provide, install and maintain temporary erosion and sediment control

measures including, but not limited to berms, dikes, drains, soil stabilization matting, diversion channels, baled hay or straw, silt fences and sedimentation basins as may be required by Grantor and/or any other governmental body or agency with jurisdiction over the sewer construction activities. All temporary erosion control measures shall be in place prior to any grading or excavation operations and shall be left in place or replaced as required to retain their desired effectiveness until the construction is completed and the area is stabilized.

7.4 Upon completion of the construction and installation of the Sewer Infrastructure and upon conclusion of any subsequent maintenance work or work of any nature within the Easement Area that it performed by Beneficial User or its agents, Beneficial User, at its sole cost and expense, shall restore the surface of the land above, contiguous to and within the Easement Area. Restoration, unless otherwise agreed to by the Parties, shall consist of replacing or restoring, to a condition equal to or better than original, all topsoil, lawns, shrubs, fences, fields, curbs, sidewalks, driveways, parking lots, pavements, guide rails, incidental works and any and all other property removed or harmed in any way by reason of work performed during the construction activities and/or maintenance activities contemplated herein. Such restoration work shall be performed in a good and workmanlike manner in accordance with prevailing industry standards therefor and in a manner reasonably satisfactory to Grantor.

7.5 Beneficial User's ownership of, and continuing maintenance responsibilities for, the Sewer Infrastructure shall continue until such time as Grantee, in its sole choice and discretion, elects to accept ownership and control of the Sewer Infrastructure pursuant to Section 8.3 below. Further, until such time as Grantee accepts ownership of the Sewer Infrastructure, Beneficial User shall remain responsible for the operation, maintenance, repair and/or replacement of the Sewer Infrastructure.

7.6 All of the rights and responsibilities of the Beneficial User established herein shall inure to the benefit of, and shall remain the obligation of, Beneficial User and any and all of its successors and/or assigns until such time as Grantee has accepted ownership of the Sewer Infrastructure and Beneficial User or its successors and/or assigns are released from the requirements of this Sewer Easement as set forth in Section 8.3 below.

8. Grantee's Duties and Rights.

8.1 Grantee shall reasonably cooperate with Beneficial User and/or its successors and assigns during the installation and construction of the Sewer Infrastructure and shall further reasonably cooperate with Beneficial User's operation and maintenance of the Sewer Infrastructure during the period of time that Beneficial User remains the owner and operator thereof. Grantee agrees that it will not take any action that will unreasonably interfere with Beneficial User's installation, construction, operation and maintenance of the Sewer Infrastructure as contemplated in this Sewer Easement.

8.2 Grantee, at any time after completion of the construction and installation of the Sewer Infrastructure, shall have the right, but not the obligation, to take and/or accept ownership and control of the Sewer Infrastructure. At such time as Grantee elects to accept ownership and control of same, it shall take all necessary legal action required by law to accept ownership and control thereof, including without limitation adoption of such ordinance(s) and/or resolution(s) as may be necessary to permit Grantee to acquire an ownership interest in said Sewer Infrastructure.

8.3 At the conclusion of any appeal period applicable to the action taken by Grantee to accept ownership and control of the Sewer Infrastructure as described in Section 8.2 above, or such other time as determined by law and agreed upon by the Parties, Beneficial User's ownership of the Sewer Infrastructure shall cease and the rights, duties and responsibilities of Beneficial User hereunder shall be deemed to have terminated. It is the intention of the Parties that the easement rights herein shall continue to inure to Grantee even after Beneficial User's rights, duties and responsibilities hereunder have terminated according to the terms of this Sewer Easement.

9. **Covenants as to Easement.**

9.1 **Binding Notice of Agreement.** This Sewer Easement shall be binding upon the Parties and their respective successors and/or assigns and shall be deemed to run with the land.

9.2 **Grantor's Covenant of Good Title.** The Grantor represents and warrants to Grantee that Grantor owns the property free and clear of any and all liens and encumbrances, except as disclosed by public record and has good and lawful right to convey it or any part of it and has the authority to grant this Sewer Easement.

9.3 **Entire Agreement.** This instrument contains the entire agreement between the Parties relating to the Sewer Easement. Any modification of this Sewer Easement must be in writing and executed by all Parties hereto; provided, however, in the event the Beneficial User's interests have terminated as provided herein then only the consent and signatures of Grantor and Grantee shall be required.

8.4 **Governing Law.** This Sewer Easement shall be governed by the laws of the State of New Jersey and shall be construed consistent therewith to achieve the purpose and intent of the easement granted herein. Any litigation arising under this Sewer Easement shall be conducted in the Superior Court of New Jersey, Burlington County.

IN WITNESS WHEREOF, Grantor, Grantee and Beneficial User sign this Sewer Easement as of the date at the top of the first page. If any party is a corporation or other entity,

this Sewer Easement is signed and attested to by its proper corporate officers and/or members and its corporate seal is affixed.

ATTEST:

GRANTOR:
BURLINGTON COUNTY BRIDGE
COMMISSION

By: _____
Joseph Andl, Executive Director

ATTEST:

GRANTEE:
BOROUGH OF PALMYRA

By: _____
Gina Ragomo Tait, Mayor

ATTEST:

BENEFICIAL USER:
SANSONE URBAN RENEWAL
ENTITY I, LLC, a New Jersey limited
liability company

By: Fund IX Managers, L.L.C.,
a Texas limited liability company,
its manager

By: _____
Name: _____
Title: _____

STATE OF NEW JERSEY :
: ss.
COUNTY OF BURLINGTON :

Be it Remembered, that on this _____ day of _____, 202__, before me the subscriber, a Notary Public, personally appeared _____ who, I am satisfied, is the person who signed the within instrument as the Executive Director of the Burlington County Bridge Commission, a public body politic and corporate named herein, and he thereupon acknowledged that the said instrument made by the said public body politic and corporate was signed delivered by him as such member and is the voluntary act and deed of the Commission made by virtue of authority from its members via a duly adopted resolution of the Commissioners.

NOTARY PUBLIC

STATE OF NEW JERSEY :
: ss.
COUNTY OF BURLINGTON :

Be it Remembered, that on this _____ day of _____, 202__, before me the subscriber, a Notary Public, personally appeared _____ who, I am satisfied, is the person who signed the within instrument as the Mayor of the Borough of Palmyra, the municipal corporation named therein and he thereupon acknowledged that the said instrument made by the municipal corporation, was signed delivered by him as such member and is the voluntary act and deed of the municipal corporation made by virtue of authority from its members via a duly adopted resolution of the Borough Council.

NOTARY PUBLIC

STATE OF TEXAS :
: ss.
COUNTY OF DALLAS :

Be it Remembered, that on this _____ day of _____, 202__, before me the subscriber, a Notary Public, personally appeared _____ who, I am satisfied, is the person who signed the within instrument as _____ of Fund IX Managers, L.L.C., a Texas limited liability company, the manager of Sansone Urban Renewal Entity I, LLC, the New Jersey limited liability company named herein, and he thereupon acknowledged that the said instrument made by the limited liability company, was signed delivered by him as such member and is the voluntary act and deed of the limited liability company made by virtue of authority from its members via a duly adopted resolution.

NOTARY PUBLIC

EXHIBIT A
(Force Main Exhibit prepared by DPK Consulting, dated October 30, 2021)

EXHIBIT B
(Easement Area Metes and Bounds Legal Description prepared by DPK Consulting, LLC,
dated October 30, 2021)



DATE: October 30, 2021
Rev. November 3, 2021
JOB NO. 19-8573

Description of a 20' wide Force Main Easement in the Borough of Palmyra, County of Burlington and State of New Jersey.

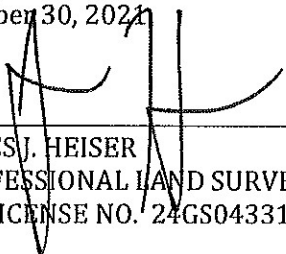
Beginning at a point on the northerly sideline of Souder Street (50' wide ROW per Tax Map), said point being distant North 53 degrees 02 minutes 40 seconds East 29.46 feet from a monument found where said sideline intersects the dividing line between Tax Lots 3 & 4 in Block 146.01; and runs thence

1. North 38 degrees 43 minutes 15 seconds East, 49.25 feet to a point; thence
2. North 28 degrees 57 minutes 49 seconds East, 145.51 feet to a point; thence
3. Along a non-tangent curve to the right, having a radius of 232.29 feet, a central angle of 12 degrees 00 minutes 50 seconds, a chord bearing of North 41 degrees 07 minutes 19 seconds East 48.62 feet, for an arc length of 48.71 feet to a point; thence
4. North 48 degrees 41 minutes 29 seconds East, 50.87 feet to a point; thence
5. North 52 degrees 24 minutes 53 seconds East, 49.96 feet to a point; thence
6. North 53 degrees 27 minutes 12 seconds East, 50.22 feet to a point; thence
7. North 52 degrees 51 minutes 21 seconds East, 49.20 feet to a point; thence
8. North 51 degrees 13 minutes 56 seconds East, 30.25 feet to a point; thence
9. South 70 degrees 35 minutes 17 seconds East, 43.21 feet to a point; thence
10. North 63 degrees 34 minutes 47 seconds East, 47.62 feet to a point; thence
11. South 71 degrees 59 minutes 14 seconds East, 34.08 feet to a point; thence
12. South 78 degrees 11 minutes 38 seconds East, 14.38 feet to a point; thence
13. South 87 degrees 31 minutes 33 seconds East, 5.30 feet to a point; thence
14. South 53 degrees 02 minutes 40 seconds West, 27.74 feet to a point; thence
15. North 78 degrees 11 minutes 38 seconds West, 2.41 feet to a point; thence
16. North 71 degrees 59 minutes 14 seconds West, 27.00 feet to a point; thence

17. South 63 degrees 34 minutes 47 seconds West, 47.91 feet to a point; thence
18. North 70 degrees 35 minutes 17 seconds West, 40.53 feet to a point; thence
19. South 51 degrees 13 minutes 56 seconds West, 19.40 feet to a point; thence
20. South 52 degrees 51 minutes 21 seconds West, 49.58 feet to a point; thence
21. South 53 degrees 27 minutes 12 seconds West, 50.14 feet to a point; thence
22. South 52 degrees 24 minutes 53 seconds West, 49.13 feet to a point; thence
23. South 48 degrees 41 minutes 29 seconds West, 49.94 feet to a point; thence
24. Along a non-tangent curve to the left, having a radius of 212.29 feet, a central angle of 11 degrees 39 minutes 30 seconds, a chord bearing of South 41 degrees 13 minutes 40 seconds West 43.12 feet, for an arc length of 43.20 feet to a point; thence
25. South 28 degrees 57 minutes 49 seconds West, 129.52 feet to a point; thence
26. South 53 degrees 02 minutes 40 seconds West, 69.47 feet to the point or place of BEGINNING.

Containing 11,198 square feet or 0.2571 acres of land.

Being shown in accordance with a plan entitled "Force Main Exhibit, A Portion of Tax Lots 4 & 5, Block 146.01 and Tax Lot 1, Block 147, Borough of Palmyra, Burlington County, New Jersey," prepared by DPK Consulting, LLC, dated October 30, 2021



JAMES J. HEISER
PROFESSIONAL LAND SURVEYOR
N.J. LICENSE NO. 24GS04331100

LOCALIQ

Erie Times-News | The Intelligencer
Bucks County Courier Times
The Daily American | Beaver County Times
Pocono Record | Burlington County Times

PO Box 631202 Cincinnati, OH 45263-1202

PROOF OF PUBLICATION

Doretha Jackson
Palmyra Borough
20 W Broad ST
Palmyra NJ 08065-1633

STATE OF NEW JERSEY, COUNTY OF BURLINGTON

The Burlington County Times, a newspaper printed and published and of general circulation in the County of Burlington, State of New Jersey, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/21/2023

and that the fees charged are legal.

Sworn to and subscribed before on 07/21/2023

Doretha R Jackson
Legal Clerk
Amy Kokott
Notary, State of Wj, County of Brown
6/30/2025
My commission expires

Publication Cost: \$33.26
Order No: 9072626 # of Copies: 1
Customer No: 791116
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

BOROUGH OF PALMYRA ORDINANCE 2023-10

AN ORDINANCE OF THE BOROUGH OF PALMYRA TO AUTHORIZE THE EXECUTION OF A SANITARY SEWER UTILITY EASEMENT BETWEEN THE BOROUGH OF PALMYRA AS THE GRANTEE AND THE BURLINGTON COUNTY BRIDGE COMMISSION AS THE GRANTOR FOR THE BENEFIT OF SANSONE URBAN RENEWAL ENTITY I, LLC

Full copies of the ordinance are available in the Municipal Clerk's office.

I Doretha R Jackson, Municipal Clerk of the Borough of Palmyra, in the County of Burlington and the State of New Jersey hereby certify that the foregoing is a true copy of Ordinance 2023-10 introduced at the Regular Council meeting on July 17, 2023. Public hearing, second and final reading will be held at the Regular Council meeting on August 21, 2023.

Doretha R Jackson, RMC
Municipal Clerk
Borough of Palmyra
7/21/2023 (\$13.26)