

**ORDINANCE NO. 2023-32**

**AN ORDINANCE OF THE TOWNSHIP OF STAFFORD,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE ACCEPTANCE OF AN EASEMENT  
AND RIGHT OF WAY THROUGH A PORTION OF BLOCK  
120.21, LOT 39.02 FORMERLY KNOWN AS BLOCK 120,  
LOT 39.**

**WHEREAS**, 81 Associates, L.L.C. a New Jersey Limited Liability Company (hereinafter “Property Owners” or “Grantors”) is the owner of Block 120.21, Lot 39.02 formerly known as Block 120, Lot 39; and

**WHEREAS**, the Township of Stafford (“Township”) has requested a 15-foot wide utility easement and right of way over a portion of the Property from Grantors; and

**WHEREAS**, Grantors have agreed to grant the easement and right of way, which is authorized to be acquired by the Township pursuant to N.J.S.A. 40A:12-4.

**NOW, THEREFORE, BE IT ORDAINED**, by the governing body of the Township of Stafford, County of Ocean, State of New Jersey, as follows:

**SECTION 1.** The Governing Body hereby authorizes and approves the acquisition for the purchase price of \$1.00 from 81 Associates, L.L.C. a New Jersey Limited Liability Company, a utility easement and right of way in and along a portion of property known as Block 120.21, Lot 39.02 formerly known as Block 120, Lot 39 on the Tax Map of the Township of Stafford. The easement is attached hereto and incorporated herein as Schedule A.

**SECTION 2.** That the Mayor and Township Clerk are hereby authorized and directed to execute any and all such documents providing for the Township’s acquisition of interest in the Property and to undertake any and all such acts as may be necessary to effectuate the terms hereof, subject to the Township Attorney’s approval of the form and substance of said documents.

**SECTION 3.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 4.** This ordinance shall take effect after second reading and publication as required by law.

**NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed on first reading at a regular meeting of the Mayor and Township Council of the Township of Stafford, in the County of Ocean, State of New Jersey, held on **August 22, 2023**, and will be considered for second reading and final passage at the regular meeting of said Governing Body to be held on the **12<sup>th</sup> day of September, 2023**, at 7:00 P.M., or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at 260 East Bay Avenue, Manahawkin, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance.



**SUSAN FARRELL, RMC**

Township Clerk, Township of Stafford



Introduction: August 22, 2023

Motion to Introduce: <u>Otte</u>	Second: <u>Steadman</u>	Roll Call:	Esposito	<u>absent</u>
			Henken	<u>absent</u>
			Krier	<u>yes</u>
			Otte	<u>yes</u>
			Mower	<u>yes</u>
			Steadman	<u>yes</u>
			Myhre	<u>yes</u>

Adoption: September 12, 2023

Motion to Adopt: <u>Otte</u>	Second: <u>Mower</u>	Roll Call:	Esposito	<u>absent</u>
			Henken	<u>yes</u>
			Krier	<u>yes</u>
			Otte	<u>yes</u>
			Mower	<u>yes</u>
			Steadman	<u>yes</u>
			Myhre	<u>yes</u>

**CERTIFICATION**

I, **SUSAN M. FARRELL**, Municipal Clerk of the Township of Stafford, do hereby certify that the foregoing Ordinance was duly adopted on second reading and public comment by the Stafford Township Governing Body at their meeting held on the 12<sup>th</sup> day of Sept. 2023.

Susan M. Farrell  
 Susan M. Farrell, RMC  
 Municipal Clerk, Stafford Township  
 Ordinance No. 2023-32

Prepared by: \_\_\_\_\_  
JOSEPH C. FALK, ESQ.

**GRANT OF EASEMENT AND RIGHT OF WAY**

THIS GRANT OF EASEMENT made this 12<sup>th</sup> day of September,  
2023,

**BETWEEN:** **81 ASSOCIATES, L.L.C.** a New Jersey Limited Liability Company, successor in interest to 81 Associates, a New Jersey General Partnership, having an address of 651 Morris Turnpike, Springfield New Jersey 07081,

Hereinafter called "Grantors,"

**AND:** **THE TOWNSHIP OF STAFFORD**, a municipal corporation of the State of New Jersey, having its principal offices located at 260 East Bay Avenue, Manahawkin, New Jersey 08050,

Hereinafter called "Grantee,"

**WITNESSETH:**

1. That the said Grantors, for and in consideration of **ONE AND NO/100 (\$1.00) DOLLARS**, do grant and convey unto the said Grantee, its successors and assigns a non-exclusive fifteen (15) foot wide easement under that portion of the property known as Block 120.21, Lot 39.02, formerly known as Block 120, Lot 39 of the Grantor, situate in the Township of Stafford, County of Ocean and State of New Jersey, which is described on Schedule "A" annexed to the Easement (the "Easement Area"), to permit the Grantee to construct, operate and maintain underground utilities including but not limited underground water main, underground natural gas mainline, underground electrical wiring, underground communications wiring, underground conduits and underground appurtenances for the purpose of conveying utilities under the Easement Area. Grantee shall not construct any facilities of any kind or nature above the surface of the Easement Area.

2. The Grantor shall reserve unto itself, its successors and assigns, mortgagees, tenants and invitees, the right of ingress egress and passage across the Easement Area and the right to utilize the surface and air space above the Easement Area for any lawful purpose not in conflict with the rights conveyed to Grantee, however, Grantor shall not erect any structures of any kind or nature above the surface of the Easement Area.

3. Grantee shall obtain, at its own expense, all permits, licenses and other approvals required by any local, county, state or federal agencies or other authorities having jurisdiction before entering upon the Easement Area or performing any work therein, and shall, for and during the term of the Easement, strictly observe any and all laws, rules, codes, statutes and regulations of any such authorities.

4. Grantee shall perform all work in the Easement Area in a good and workmanlike manner and with a minimum of inconvenience to the Grantor. Any damage to the land or premises of Grantor shall be promptly repaired and restored as nearly as practicable to its condition immediately prior to the damage, at the sole cost and expense of the Grantee. The Grantee shall remove from the Easement Area any and all stored materials, excavation debris, surplus material and construction equipment, and will leave it in a neat and presentable condition. Grantee will promptly repair and restore any damage to fences, driveways, parking lots, signs, or other structures or improvements of the Grantor resulting from Grantee's activities on the Easement Area. Grantee shall re-sod and replace any shrubs affected or destroyed by Grantee's activities within the Easement Area.

5. Grantee shall hold the Grantor harmless from all losses, liabilities, claims, demands, fines, penalties, suits, proceedings, actions and causes of actions arising out of the use by Grantee of the Easement. Grantee shall, at its own cost and expense, defend such actions, suits or proceedings and satisfy all judgments, orders and decrees with respect to the foregoing.

6. Any settlement or condemnation award for the taking of any part or portion of the Easement Area by any duly constituted authority is expressly reserved by the Grantor. Grantee may, if permitted by law, make any independent application by separate proceedings apart from the proceeding in which Grantor shall be prosecuting its claim, to any duly constituted authority, for any award which might be payable to it in connection with the taking of Grantee's equipment, provided no such application or award rendered pursuant thereto, shall operate to diminish any award which would otherwise be payable to Grantor.

7. The Easement shall cease if and when it is no longer used or needed by Grantee and all rights granted shall revert to Grantor. In such event, Grantee shall execute and record at its own expense, remove all of the underground facilities and utilities and restore the Easement Area to its original condition.

8. This Easement and Right of Way shall include the right to excavate, construct, install, maintain, operate, renew, repair, replace and remove utility pipes and lines, and valves and other facilities and appurtenances in, upon, under and through said easement and right of way, together with the right to enter in and upon said lands and premises in order to obtain access to said easement and right of way for all of the foregoing purposes, on the condition that the surface of the land shall be restored by the Grantee, as nearly as practicable to the same condition as it may have been prior to the undertaking of any such work. This easement shall be of the sole benefit to the Township of Stafford and its successors and assigns.

9. The Grantor further warrants, covenants and represents that it is lawfully possessed of said lands. Furthermore this Easement Agreement entered into herein shall run with the lands and shall be binding upon each and both parties hereto, their heirs and successors in title or interest.

10. All references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.

11. Whenever in this Agreement any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "Heirs, executors, administrators, personal or legal representatives, and successors" had been inserted after each and every such designation.

12. The Grantor does covenant with the Grantee as follows:

(a) That the Grantor is seized of the easement and right of way and has good right to convey the same.

(b) That the Grantee shall quietly enjoy the easement and right of way, subject to the rights of Grantor to the Easement Area.

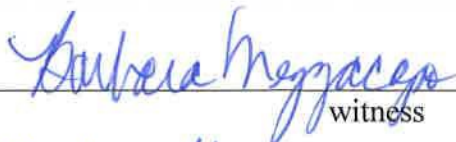
13. The persons subscribing below warrant and represent that they have full power and authority to execute and deliver this easement.

14. The parties agree that effective upon recording of this Agreement in the Ocean County Clerk's Office, the easement dated June 12, 1992 and recorded in the Ocean County Clerk's Office in Deed Book 4992 at page 101 et seq. shall terminate and be of no further force or effect


**IN WITNESS WHEREOF**, the said Grantors have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

**GRANTOR: 81 ASSOCIATES, L.L.C.**  
**a New Jersey limited liability company**

  
witness



  
**STEVEN NUSSBAUM, a**  
**Manager/member**

Barbara Mezzacapa  
Barbara Mezzacapa  
witness

ZYGMUNT WILF, a manager

STATE OF NEW JERSEY :  
: SS  
COUNTY OF ESSEX :

I CERTIFY that on August 17, 2023, \_\_\_\_\_  
Steven Nussbaum personally came before me and stated under oath to my satisfaction that:

- (a) this person is a manager of the limited liability company named in the attached document;
- (b) this personally signed the attached document;
- (c) this document was signed, sealed and delivered by this person as his voluntary act and deed as said manager and member on behalf of said Limited Liability Company;
- (d) this person signed this proof to attest to the truth of these facts.

STATE OF NEW JERSEY :  
: SS  
COUNTY OF ESSEX :

Samantha DeMarco  
SAMANTHA DeMARCO  
Notary Public - State of New Jersey  
ID # 50142833  
My Commission Expires 11/8/2025

I CERTIFY that on August 17, 2023, \_\_\_\_\_  
Zygmunt Wilf personally came before me and stated under oath to my satisfaction that:

- (a) this person is a manager of the limited liability company named in the attached document;
- (b) this personally signed the attached document;
- (c) this document was signed, sealed and delivered by this person as his voluntary act and deed as said manager on behalf of said Limited Liability Company;
- (d) this person signed this proof to attest to the truth of these facts.

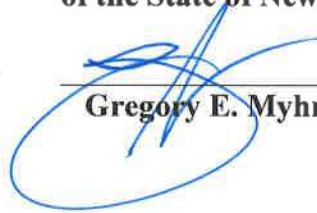
Samantha DeMarco  
SAMANTHA DeMARCO  
Notary Public - State of New Jersey  
ID # 50142833  
My Commission Expires 11/8/2025



**GRANTEE: TOWNSHIP OF  
STAFFORD, a municipal corporation  
of the State of New Jersey**



Susan Farrell, Township Clerk- witness



Gregory E. Myhre, Mayor

STATE OF NEW JERSEY :  
: SS  
COUNTY OF OCEAN :

I CERTIFY that on September 21, 2023, GREGORY E. MYHRE, TOWNSHIP MAYOR, personally came before me and stated under oath to my satisfaction that:

- (a) is the Mayor of the Township of Stafford, a body corporate and politic of the State of New Jersey, the entity named in the attached document; and
- (b) this document was signed and delivered by this person as his voluntary act and deed on behalf of the Township of Stafford and this person is authorized to execute the same on behalf of the Township of Stafford.



Susan M. Farrell  
Notary Public of New Jersey  
ID # 50210138  
Commission Expires May 18, 2028

## EXHIBIT "A"

Description of a 15.0 foot wide easement across part of Lot 39.02, Block 120.21, formerly known as Lot 39, Block 120 in the Township of Stafford, Ocean County, New Jersey

Beginning at a point on the Southerly right-of-way line of New Jersey State Highway Route No. 72 (Right-of-Way varies) being the Northeasterly property corner of Lot 39.02, Block 120.21, formerly known as Lot 39, Block 120, thence:

1. Along the common property line of Lot 39.02, Block 120.21, formerly known as Lot 39 and 14.01, Block 120, South 45 degrees 12 minutes 14 seconds West a distance of 283.00 feet to a point, thence;
2. North 44 degrees 47 minutes 46 seconds West a distance of 15.00 to a point, thence;
3. Along a course, parallel to the course no. 1, North 45 degrees 12 minutes 14 seconds East a distance of 282.83 feet to a point on the Southerly right-of-way line of New Jersey State Highway Route No. 72 (right-of-way varies), thence;
4. Along said right-of-way line, North 45 degrees 26 minutes 46 seconds East a distance of 15.00 feet to the point and place of beginning.

Containing 4,243 Square feet.

Being intended to describe a 15.0 foot wide easement, along part of the Easterly property line of Lot 39.02, Block 120.21, formerly known as Lot 39, Block 120 in the Township of Stafford, Ocean County. Said Easement as shown on a plan entitled "Eastern Connector Plan Road" Part of Lot 39.02, Block 120.21 formerly known as Lot 39, Block 120" prepared by Control Layouts, Inc., last revised July 12, 2005.

RECORD AND RETURN TO:

