

ORDINANCE NO. 2022-09

AN ORDINANCE OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING GRANT OF EASEMENT ACROSS BLOCK 326.103, LOT 40 IN ACCORDANCE WITH N.J.S.A. 40:67-6

WHEREAS, the Township of Little Egg Harbor is the owner of property known as Block 326.103, Lot 40; and

WHEREAS, Atlantic City Electric Company, a public electric utility under the jurisdiction of the Board of Public Utilities, desires an easement across Block 326.103, Lot 40 as part of its intent to construct improvements at the Motts Farm Substation and to extend electric and communication facilities; and

WHEREAS, pursuant to N.J.S.A. 40:67-6, a governing body may make an ordinance authorizing public utility corporations to lay and construct conduits in public places to carry wires; and

WHEREAS, the Township must authorize the granting of the utility easement by ordinance pursuant to N.J.S.A. 40A:12-13 et seq.

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

SECTION 1. That in accordance with the provisions of N.J.S.A. 40A:12-13(b)(4), the governing body does hereby authorize the conveyance of a grant of Utility Easement along a portion of Block 326.103, Lot 40 (Motts Farm Substation) to Atlantic City Electric Company for the purpose of installing, operating, maintaining, adding to, extending, relocating and removing electric and communication facilities and to take any and all action

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Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
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related to said facilitate same. Said Utility Easement is attached hereto and made a part hereof as Schedule A.

SECTION 2. That the Mayor and Municipal Clerk are hereby authorized to execute any and all documents necessary for the conveyance of the Utility Easement across the subject property to Atlantic City Electric Company.

SECTION 3. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 4. 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.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Little Egg Harbor held on the **14th** day of **July, 2022**, and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the **11th** day of **August, 2022**, at 7:30 p.m., in the Little Egg Harbor Municipal Building located at 665 Radio Road, in Little Egg Harbor Township, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

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Kelly Lettera, RMC
Township Clerk
TOWNSHIP OF LITTLE EGG HARBOR

John Kehm, MAYOR

Block: 326.103 Lot: 40
Township or City of: Little Egg Harbor Township

Prepared By Atlantic City Electric Company
& Return to: Right of Way Department
5100 Harding Highway
Mays Landing, NJ 08330

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, 20_____, between TOWNSHIP OF LITTLE EGG HARBOR, 665 Radio Rd, Little Egg Harbor TWP, NJ 08087 "Grantor" and ATLANTIC CITY ELECTRIC COMPANY, a New Jersey Corporation, with an office located at 5100 Harding Highway, Mays Landing, New Jersey 08330, hereinafter referred to as "Grantee,"

WITNESSETH:

WHEREAS, Grantor is the owner of land known as Block 326.103 Lot 40 located in Little Egg Harbor TWP County of Ocean, State of New Jersey, which land abuts, Off Waters Edge Dr./Motts Farm Substation.

For and in consideration of the payment by Grantee of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, pursuant to N.J.S.A. 40:67-6 and N.J.S.A 40A:12-13(b)(4), Grantor grants to Grantee a perpetual easement and right of way and agrees as follows:

1. Grantee shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC and COMMUNICATIONS, and other appropriate facilities, and accessories and appurtenances thereto to extend Grantee's systems and to provide services to Grantee's service areas; including any other poles, down guys, anchors, cables, conduits, fiber optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services as shown on Drawing No. **EXHIBIT A "EASEMENT PLAN & DESCRIPTION OF EASEMENTS"**.
2. The facilities installed pursuant to this agreement shall remain the property of Grantee and all maintenance, repairs and removals of said facilities shall be the responsibility of Grantee.
3. Grantee shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Grantee's facilities.
4. Grantee shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for the purpose stated in Paragraph 1 above only.

7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. Grantee' utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits within the confines of the Utility Easement granted herein.

As agent on behalf of Grantee, I certify that this document was prepared by Grantee.

Name: Shawn Gray
Title: Real Estate Specialist

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed by its officers and its corporate seal affixed hereto the day and year aforesaid.

ATTEST: (AFFIX CORPORATE SEAL)

TOWNSHIP OF LITTLE EGG HARBOR

By: _____

By: _____ (SEAL)

Type Name: _____

Type Name: _____

Title: _____

Title: _____

STATE OR COMMONWEALTH OF _____)
 _____) **SS**
COUNTY OF _____)

BE IT REMEMBERED, that on the _____ day of _____, 20____, personally came before me, a notary public, the within named Grantor, _____ of _____, who I am satisfied is the person who has signed the within instrument and acknowledged the said instrument to be the act and deed of the said Corporation; that the seal thereto affixed is its common and corporate seal; and that this acknowledging, executing, and delivering the same was duly authorized by a resolution of the Board of Directors of the said Corporation.

 Notary Public

Notary Seal/Stamp Here

FOR ACE USE ONLY

Secured by: Shawn Gray

Address: Off Waters Edge Dr

County State: Ocean, NJ

Date of Easement:

Development:

Tax Parcels: Block 326.103 Lot 40

Grantor: TOWNSHIP OF LITTLE EGG HARBOR

Job Order Number: AJ20QS045

Pole Number:

City / Township: Little Egg Harbor TWP

SCHEDULE A

REVISIONS

NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMITS
2		ISSUED FOR PERMITS
3		ISSUED FOR PERMITS
4		ISSUED FOR PERMITS
5		ISSUED FOR PERMITS
6		ISSUED FOR PERMITS
7		ISSUED FOR PERMITS
8		ISSUED FOR PERMITS
9		ISSUED FOR PERMITS
10		ISSUED FOR PERMITS

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL SAFETY CODE (NEC) AND THE NATIONAL ELECTRICAL SAFETY CODE (NFPA 70E).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL AUTHORITIES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO THE START OF CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
9. ALL MATERIALS SHALL BE STORED PROPERLY ON THE WORK SITE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS.

LEGEND

Symbol	Description
○	3" DIA. 120' RADIUS
○	6" DIA. 120' RADIUS
○	12" DIA. 120' RADIUS
○	18" DIA. 120' RADIUS
○	24" DIA. 120' RADIUS
○	30" DIA. 120' RADIUS
○	36" DIA. 120' RADIUS
○	42" DIA. 120' RADIUS
○	48" DIA. 120' RADIUS
○	54" DIA. 120' RADIUS
○	60" DIA. 120' RADIUS
○	66" DIA. 120' RADIUS
○	72" DIA. 120' RADIUS
○	78" DIA. 120' RADIUS
○	84" DIA. 120' RADIUS
○	90" DIA. 120' RADIUS
○	96" DIA. 120' RADIUS
○	102" DIA. 120' RADIUS
○	108" DIA. 120' RADIUS
○	114" DIA. 120' RADIUS
○	120" DIA. 120' RADIUS

REVISIONS

NO.	DATE	DESCRIPTION
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3		ISSUED FOR PERMITS
4		ISSUED FOR PERMITS
5		ISSUED FOR PERMITS
6		ISSUED FOR PERMITS
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8		ISSUED FOR PERMITS
9		ISSUED FOR PERMITS
10		ISSUED FOR PERMITS

MOITS FARM SUBSTATION

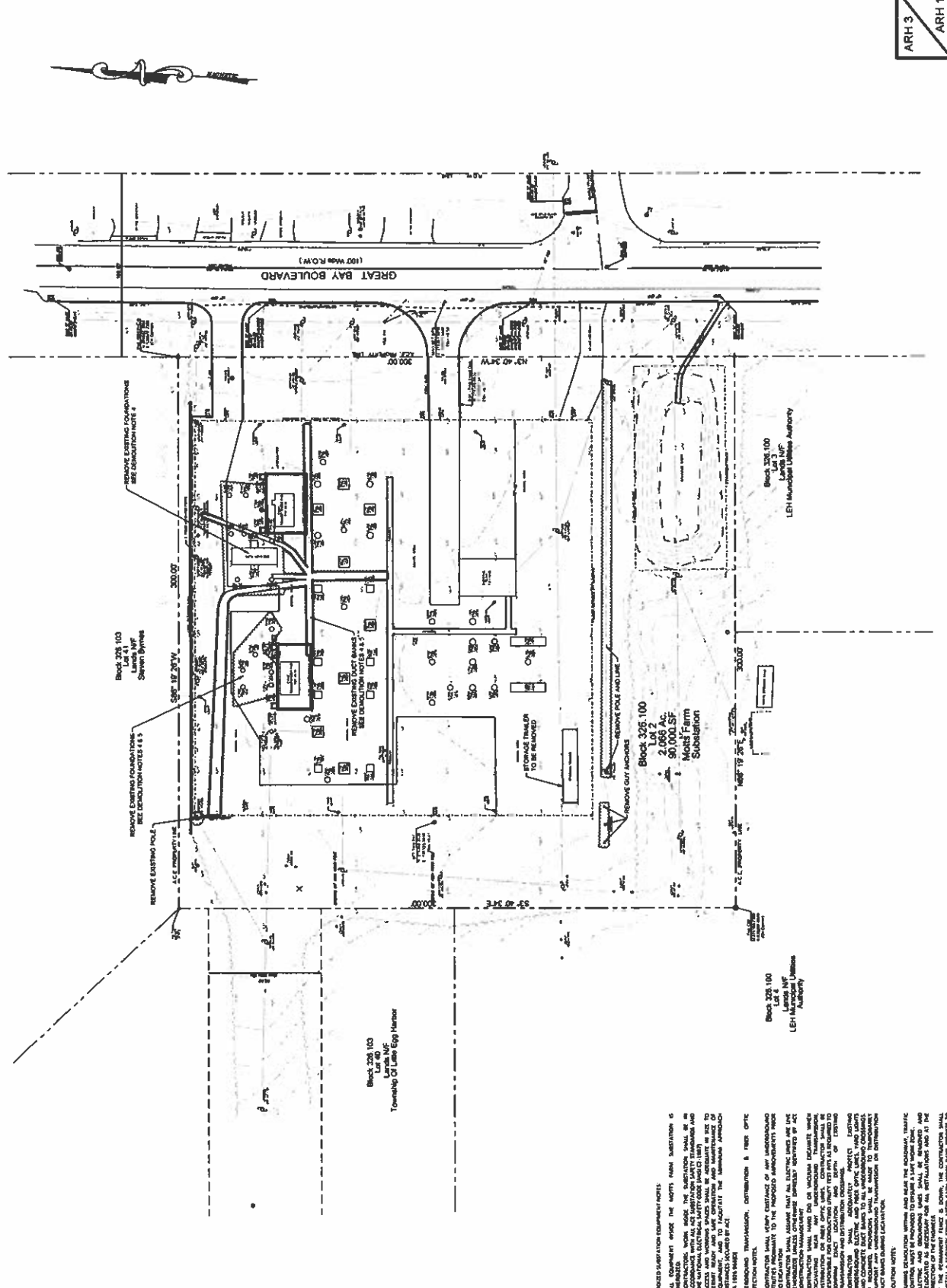
PRELIMINARY & FINAL SITE PLANS

Block 325, Lot 2

Scale: 1" = 30'

DATE: 10-15-01

PROJECT NO: 1015-01067



ARH 3

ARH 12

Adams, Reshmann & Hegoon

ASSOCIATES, INC.

1000 W. 10TH ST.

DES MOINES, IA 50319

TEL: 515-281-1111

WWW.ARH-DESIGN.COM

ARH

SCALE 1" = 30'

DATE: 10-15-01

PROJECT NO: 1015-01067

- UNLICENSED SUBSTATION COMPONENT NOTES:**
1. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION.
 2. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION.
 3. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION.
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Principals
Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

EXHIBIT A

DESCRIPTION OF EASEMENTS

Block 326.103 Lot 40 & Block 326.100, Lot 4
Township of Little Egg Harbor, County of Ocean, State of New Jersey

All those certain tracts or parcels of land and premises located in the Township of Little Egg Harbor, County of Ocean, State of New Jersey bounded and described as follows:

Tract I

10 Foot Wide Electric Utility & Access Easement

Block 326.103 Lot 40

BEGINNING at a point in the westerly line of Block 326.100, Lot 2, Lands now or formerly Atlantic City Electric Company, said point being measured 86.13 feet in a southwardly direction from the northwesterly common corner to said Block 326.100, Lot 2, and Block 326.103, Lot 40, Lands now or formerly Township of Little Egg Harbor, and from said beginning point runs; thence,

- (1) Along the westerly line of Lands of Atlantic City Electric, South 3 degrees 40 minutes 34 seconds East, a distance of 10.00 feet to a point; thence,
- (2) Through said Block 326.103, Lot 40, Lands of Little Egg Harbor Township, South 86 degrees 19 minutes 26 seconds West, a distance of 8.00 feet to a point; thence,
- (3) Still through said Lands of Little Egg Harbor Township, North 3 degrees 40 minutes 34 seconds West, a distance of 10.00 feet to a point; thence,
- (4) Still through said Lands of Little Egg Harbor Township, North 86 degrees 19 minutes 26 seconds East, a distance of 8.00 feet to the point and place of **BEGINNING**.

SAID ABOVE DESCRIBED tract of land and Easement containing within said bounds 80 Square Feet or 0.0018 Acres.

ARH Associates

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8876

www.arh-us.com

Tract II

10 Foot Wide Electric Utility & Access Easement

Block 326.100 Lot 4

BEGINNING at a point in the westerly line of Block 326.100, Lot 2, Lands now or formerly Atlantic City Electric Company, said point being measured 136.97 feet in a northwardly direction from the southwesterly common corner to said Block 326.100, Lot 2, and Block 326.100, Lot 4, Lands now or formerly Township of Little Egg Harbor (LEH) Municipal Utilities Authority, and from said beginning point runs; thence,

- (1) Through said Block 326.100, Lot 4, Lands of the LHT Municipal Utility Authority, South 86 degrees 19 minutes 26 seconds West, a distance of 5.00 feet to a point; thence,
- (2) Still through said Lands of LHT Municipal Utility Authority, North 3 degrees 40 minutes 34 seconds West, a distance of 10.00 feet to a point; thence,
- (3) Still through said Lands of LHT Municipal Utility Authority, North 86 degrees 19 minutes 26 seconds East, a distance of 8.00 feet to a point in the westerly line of Lands of Atlantic City Electric; thence,
- (4) Along the westerly line of Lands of Atlantic City Electric, South 3 degrees 40 minutes 34 seconds East, a distance of 10.00 feet to the point and place of **BEGINNING**.

SAID ABOVE DESCRIBED tract of land and Easement containing within said bounds 50 Square Feet or 0.0011 Acres.

Tract III

10 Foot Wide Electric Utility & Access Easement

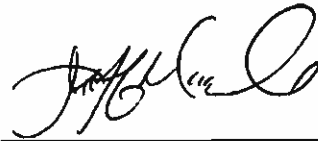
Block 326.100 Lot 4

BEGINNING at a point in the westerly line of Block 326.100, Lot 2, Lands now or formerly Atlantic City Electric Company, said point being measured 53.35 feet in a northwardly direction from the southwesterly common corner to said Block 326.100, Lot 2, and Block 326.100, Lot 4, Lands now or formerly Township of Little Egg Harbor (LEH) Municipal Utilities Authority, and from said beginning point runs; thence, through said Lands of the LHT Municipal Utility Authority the following (6) courses:

- (1) South 42 degrees 45 minutes 09 seconds West, a distance of 37.13 feet to a point; thence,
- (2) North 47 degrees 14 minutes 51 seconds West, a distance of 10.00 feet to a point; thence,
- (3) North 42 degrees 45 minutes 09 seconds East, a distance of 41.34 feet to a point; thence,
- (4) South 82 degrees 45 minutes 12 seconds West, a distance of 41.85 feet to a point; thence,
- (5) North 7 degrees 14 minutes 48 seconds West, a distance of 10.00 feet to a point; thence,
- (6) North 82 degrees 45 minutes 12 seconds East, a distance of 46.31 feet to a point in the aforesaid westerly line of Lands of Atlantic City Electric; thence,
- (7) Along the westerly line of Lands of Atlantic City Electric, South 3 degrees 40 minutes 34 seconds East, a distance of 20.41 feet to the point and place of **BEGINNING**.

SAID ABOVE DESCRIBED tract of land and Easement containing within said bounds 873 Square Feet or 0.02 Acres.

SAID ABOVE DESCRIBED Easement descriptions are in accordance with a Survey prepared by Adams, Rehmann & Heggan Associates, Inc., entitled Exhibit 'A' Easement Plan; Block 326.103, Lot 40 and Block 326.100, Lot 4, dated 6/10/2022.



Jeffery R. MacPhee, PLS
N.J. License No. 35857

June 11, 2022

