

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

COUNTY OF MERCER

STATE OF NEW JERSEY

RESOLUTION NO. 2014-09

WHEREAS, Jersey Central Power & Light (“JCP&L”) has requested a limited right-of-way easement for electrical transmission lines within an easement area owned by the East Windsor Municipal Utilities Authority (“EWMUA”) along Cranbury Station Road on property designated as Block 12, Lot 4, East Windsor Township Tax Map; and

WHEREAS, EWMUA is willing to grant to JCP&L limited access to use a portion of the above-referenced property for the installation, repair and maintenance of JCP&L electrical transmission lines.

NOW THEREFORE, BE IT RESOLVED by the East Windsor Municipal Utilities Authority as follows:

1. The Chairperson and Secretary of the East Windsor Municipal Utilities Authority are hereby authorized and directed to execute on behalf of said Authority a deed of right-of-way easement as referenced hereinabove.

2. A certified true copy of this resolution shall be furnished upon its adoption to JCP&L Real Estate, 300 Madison Avenue, P. O. Box 1911, Morristown, NJ 07962, Attention: Michael M. Espinosa upon its adoption.

CERTIFICATION

I, Marc Platizky, Secretary to the East Windsor Municipal Utilities Authority, do hereby certify that the above Resolution was adopted by the Authority at its regular meeting held on the 17th day of April, 2014.



Marc Platizky, Secretary

RESOLUTION
2014-10

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

MERCER COUNTY

WHEREAS, on March 28, 2014, the East Windsor Municipal Utilities Authority (referred to in this Resolution as "EWMUA") was performing maintenance on the Jamesway Line sewer main and a root cutter became lodged in the sewer line; and

WHEREAS, the EWMUA made several attempts to dislodge and remove the root cutter from the sewer line, to no avail, because the root cutter had broken through the pipe and was buried in the ground; and

WHEREAS, the root cutter had to be immediately removed from the ground, and the sewer line had to be immediately repaired to protect the public health, safety, and welfare from discharge from the broken sewer line, and the possibility of the sewer main backing up; and

WHEREAS, the Executive Director of the EWMUA, Richard Brand, was present during the aforementioned incident and was satisfied that, due to the nature of the emergency, it was necessary to award an emergency contract in accordance with N.J.S.A. 40A:11-6; and

WHEREAS, pursuant to N.J.S.A. 40A:11-6, the EWMUA immediately contacted Waters and Bugbee, Inc., located at 75 South Gold Drive, Hamilton, New Jersey 08691 (referred to in this Resolution as "Waters"), to perform the emergency repair of the broken sewer line because Waters had previously performed other emergency repair work for the EWMUA; and

WHEREAS, Waters subsequently performed the emergency repair work to fix the sewer line and submitted an invoice for payment to the EWMUA for the services rendered; and

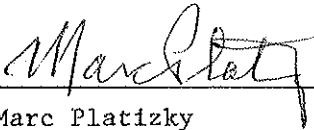
WHEREAS, the EWMUA wishes to confirm and memorialize the award of this emergency contract.

NOW, THEREFORE, BE IT RESOLVED by the East Windsor Municipal Utilities Authority as follows:

1. The EWMUA hereby authorizes and confirms the actions taken by the EWMUA's Executive Director when, to preserve the public health, safety, and welfare, he immediately contacted Waters and had Waters perform the necessary repair work on the sewer line due to the damage that occurred on March 28, 2014; and
2. The EWMUA authorizes an emergency contract with Waters pursuant to N.J.S.A. 40A:11-6 for the repair work performed by Waters.

CERTIFICATION

I, Marc Platizky, Secretary to the East Windsor Municipal Utilities Authority, do hereby certify that this Resolution was adopted by the EWMUA at its regular meeting held on April 17, 2014.



Marc Platizky

Prepared by:

Allison S. Zangrilli, Esq.

Deed of Right-of-Way Easement
Limited Right-of-Way Easement for Electrical Transmission Line
and Restriction on Planting

This Limited Right-of-Way Easement and Restriction on Planting is made and dated on this 17th day of April, 2014, by and between:

East Windsor Municipal Utilities Authority, a body corporate and politic of the State of New Jersey, having a business address at 7 Wiltshire Drive, East Windsor, New Jersey 08520 ("EWMUA" or "Grantor"); and,

Jersey Central Power & Light, having a business address at 76 South Main Street, Akron, Ohio 44308 ("JCP&L" or "Grantee").

The terms "Grantor" and "Grantee" refer to all Grantors and Grantees named above, and to their respective successors and assigns.

WITNESSETH:

Whereas, EWMUA is the fee simple owner of certain real property located in the Township of East Windsor, County of Mercer and State of New Jersey, known and designated as Block 12, Lot 4 on the East Windsor Township Municipal Tax Map; and,

Whereas, JCP&L intends to install an electrical transmission line which will cross a portion of the Property; and,

Whereas, in order to complete the installation of the said electrical transmission line, JCP&L requires limited access to and use of a portion of the Property, and a restriction on planting of trees and shrubs on said portion of the Property; and,

Whereas, subject to the limitations, restrictions and other terms contained in this Right-of-Way Easement and all other existing restrictions, liens, covenants, agreements, easements and rights-of-way impacting the Property, EWMUA is willing to grant to JCP&L limited access to and use of a portion of the Property for the limited purpose of installing, repairing, and maintaining an electrical transmission line, together with necessary wires, anchors and appurtenances; and further, EWMUA is willing to restrict planting of trees and shrubs on said portion of the Property and to allow JCP&L to remove existing trees and shrubs on said portion of the Property,

Now Therefore, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. This Deed of Easement pertains to certain real property known and designated as **Lot 4 in Block 12** on the East Windsor Municipal Tax Map (the "Property"), being the same property conveyed to the East Windsor Municipal Utilities Authority by Deed from Consolidated Rail Corporation, dated August 23, 1995 and recorded October 2, 1995 in the Office of the Mercer County Clerk in Deed Book 2987 at Page 157.
2. Subject to the limitations, restrictions, and other terms set forth herein, EWMUA does hereby grant to JCP&L a twenty-five (25') foot wide limited right-of-way across a portion of the Property (the "Right-of-Way," the "Right-of-Way Easement" or the "Right-of-Way Area"). The Right-of-Way consists of 1,088± linear feet, and is more specifically described in the metes and bounds description attached hereto as **Exhibit A** and made a part hereof, and shown on a certain map entitled "Proposed Right of Way Easement

Location Across a Portion of Tax Block 12 Tax Lot 4," dated May 3, 2013, prepared by Michael J. McAlpin, P.L.S., attached hereto as Exhibit B and made a part hereof.

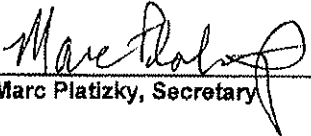
3. The Right-of-Way granted to JCP&L is limited to the right to install, repair and maintain the electrical transmission line, together with necessary wires, anchors and appurtenances in the Right-of-Way Area. EWMUA agrees that the planting of trees and shrubs in the Right-of-Way shall be prohibited. In exchange for this grant of Right-of-Way and restriction on the planting of trees and shrubs in the Right-of-Way Area, JCP&L shall be responsible for the maintenance and trimming of existing trees and shrubs within the Right-of-Way Area, and removal of said trees and shrubs if necessary to accommodate the installation, repair or maintenance of the electrical transmission line and appurtenances thereto. Any maintenance or removal of trees and shrubs by JCP&L pursuant to this Right-of-Way Easement, must be upon issuance of any and all required governmental permits, approvals and certifications, and approval of EWMUA. JCP&L shall be permitted to use EPA-approved herbicides in the Right-of-Way Area.
4. Together with the right to install, repair and maintain the electrical transmission wire, and maintain, trim and remove trees and shrubs, if necessary to accommodate installation, repair and maintenance of said electrical transmission wire, JCP&L shall have the right to use and store such equipment necessary in connection therewith in the Right-of-Way Area, provided all such equipment is removed upon completion of any work, and provided such equipment does not damage or interfere with EWMUA's infrastructure on or use of the Property. JCP&L shall be responsible for restoring the Right-of-Way Area to its pre-existing condition upon completion of any work.
5. JCP&L shall not be permitted to install or construct electrical poles, other electrical transmissions wires, structures, or other appurtenances, or to take any other actions on and to the Property not specifically granted by this Right-of-Way Easement.
6. JCP&L shall indemnify, defend and hold EWMUA harmless from and against any and all liabilities, claims, losses, injuries and damage to any person or property arising or alleged to have arisen in connection with JCP&L's use of the Right-of-Way Area and exercise of the rights granted by this Right-of-Way Easement. This indemnity by JCP&L is limited to the extent of any liabilities, claims, losses, injuries and/or damages are contributed to by the negligence, omission and/or acts of EWMUA or its agents, invitees or contractors.
7. JCP&L shall have EWMUA listed as additional insured on all insurance policies covering work performed on the Property, including but not limited to, policies covering contractors, engineers and consultants, in amounts as required by the EWMUA.
8. JCP&L shall be responsible, at its sole cost and expense, to expeditiously repair any damage to any part of the Property, including but not limited to damage to any existing infrastructure resulting from JCP&L's use of or activities in the Right-of-Way Area. Such repairs must be completed to EWMUA's satisfaction. The term infrastructure is defined broadly and includes, but is not limited to, roadways, railways, bridges, paths, fencing, grass, trees and shrubs not within the Right-of-Way Area, fixtures, buildings, and above ground and underground utility lines and irrigation lines.
9. Nothing in this Right-of-Way Easement shall restrict the EWMUA from using and maintaining the Property, including but not limited to, the EWMUA's use, repair, alteration, expansion and maintenance of infrastructure on the Property, so long as such use does not interfere with the rights herein granted.
10. The Right-of-Way is subject to all existing restrictions, liens, covenants, agreements, easements and rights-of-way impacting the Property, including but not limited to the easements, agreements, and restrictions contained in Deed dated August 23, 1995 and recorded October 2, 1995 in the Office of the Mercer County Clerk in Deed Book 2987 at Page 157; Deed and Grant of Easement dated August 20, 1996 and recorded December 6, 1996 in the Office of the Mercer County Clerk in Deed Book 2987 at Page 168; and Deed dated December 19, 1996 and recorded February 2, 1997 in the Office of the Mercer County Clerk in Deed Book 3163 at Page 306.

11. This Right-of-Way may only be modified by way of a written agreement signed by both parties hereto, recorded in the office of the Mercer County Clerk.
12. This Right-of-Way is binding on the parties hereto and their respective successors and assigns.

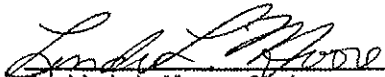
IN WITNESS WHEREOF, the parties hereto have caused this document to be signed by duly authorized representatives as of the date stated on Page 1.

WITNESS/ATTEST:

East Windsor Municipal Utilities Authority



 Marc Platizky, Secretary



 By: Linda L. Moore, Chairperson

WITNESS/ATTEST:

Jersey Central Power & Light

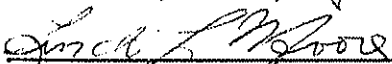
By: _____

STATE OF NEW JERSEY :
 COUNTY OF MERCER : SS.

MAR PLATIZKY I CERTIFY that on ^{July 9} ~~April~~ ____, 2014, before me, the subscriber, personally appeared this person is the SECRETARY of the EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY, a body corporate and politic of the State of New Jersey, the corporation named in this instrument; that LINDA L. MOORE, is the CHAIRPERSON of the corporation named in this instrument; that the execution and making of this instrument has been duly authorized by proper Resolution of the corporation; that deponent knows the corporate seal of the corporation, and the seal affixed to said instrument is such seal and was thereto affixed; and said instrument was signed and delivered by the CHAIRPERSON as and for the voluntary act and deed of the corporation, in the presence of deponent, who thereupon signed his name thereto as witness.




 Marc Platizky, Secretary



 Linda L. Moore, Chairperson

Sworn and subscribed to before me
 on this 9 day of July, 2014



 Notary Public

Edwin W. Schmierer
 Attorney at Law
 State of N.J.

STATE OF NEW JERSEY :
COUNTY OF MERCER : SS.

I CERTIFY that on _____, 2014, before me, the subscriber, personally appeared _____, who being duly sworn upon his oath, did depose and make proof to my satisfaction that this person is the _____ of JERSEY CENTRAL POWER & LIGHT, the corporation named in this instrument; that _____ is the _____ of the corporation named in this Instrument; that the execution and making of this Instrument has been duly authorized by proper Resolution of the corporation; that deponent knows the corporate seal of the corporation, and the seal affixed to said instrument is such seal and was thereto affixed; and said instrument was signed and delivered by the _____ as and for the voluntary act and deed of the corporation, in the presence of deponent, who thereupon signed his name thereto as witness.

Secretary

Sworn and subscribed to before me
on this ____ day of _____, 2014

Notary Public

RECORD & RETURN TO:

Mason, Griffin & Pierson, P.C.
101 Poor Farm Road
Princeton, NJ 08540
609-921-6543