

RESOLUTION NO. 2026-171

**RESOLUTION OF THE TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF BARNEGAT, COUNTY OF
OCEAN, STATE OF NEW JERSEY, ACCEPTING
SHADE TREE AND UTILITY EASEMENT FOR
BLOCK 114, LOT 14.05**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (“the Township”) is in receipt of a Shade Tree and Utility Easement from the Developer to be dedicated by Hovchild Partnership, LLC pursuant to an approval granted by the Barnegat Township Planning Board adopted on October 28, 2025; and

WHEREAS, the Shade Tree and Utility Easement was reviewed by the Township’s professional staff and found to be acceptable as to form and content; and

NOW THEREFORE BE IT RESOLVED on the 7th day of April, 2026, by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby authorizes the adoption, execution and recording of the Shade Tree and Utility Easement for Block 114, Lot 14.05, which is attached hereto and made a part hereof.

2. The easement shall be recorded by the Developer and a copy of same shall be provided to the Township.

3. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:

- (a) Pasquale Papi, Mayor
- (b) Martin J. Lisella, Township Administrator
- (c) Kurt J. Otto, PE, Township Engineer
- (d) Jason Worth, PE, Planning Board Engineer

- (e) Stacey Cole, Planning Board Secretary
- (f) Ryan J. Belbey, Esq., Attorney for Developer
- (g) Michael McKenna, Esq., Planning Board Attorney
- (h) Christopher J. Dasti, Esq., Township Attorney

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey hereby certify that the foregoing Resolution was duly adopted by the Township Committee at a meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 7th day of April, 2026

Donna M. Manno, RMC
Municipal Clerk

SHADE TREE AND UTILITY EASEMENT

Lot 14.05, Block 114

This Deed of Easement made this _____ day of _____, 2026, between **HOVCHILD PARTNERSHIP, LLC**, 4000 Route 66, Tinton Falls, New Jersey 07753, (“**Grantor**”), and **TOWNSHIP OF BARNEGAT**, 900 West Bay Avenue, Barnegat New Jersey 08005 (“**Grantee**”).

W I T N E S S E T H

In consideration of the sum of One Dollar (\$1.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants herein contained, the parties hereto agree as follows:

1. **GRANT:** Grantor hereby grants to Grantee the perpetual easement, for the uses and purposes hereinafter described, on, over, across, under and through the Easement Area hereinafter defined.

2. **EASEMENT AREA:** Grantor is the owner of property known as Lot 14.05, Block 114 on the Tax Map of Barnegat Township, Ocean County, New Jersey (hereinafter referred to as Grantor’s Lands). The Easement Area is located on the property of the Grantor and is more fully described in the description which is attached hereto and labeled “**Exhibit A**” and depicted in the Utility Easement Plan dated March 5, 2026 prepared by Cape Land Surveying, LLC, with a depiction of the easement “**Exhibit B**”.

3. **PURPOSE OF EASEMENT:** As part of the Preliminary and Final Major Site Plan approval granted to SP Barnegat, LLC by the Township of Barnegat Planning Board pursuant to the Resolution of Approval dated October 28, 2025, this instrument conveys to Grantee the unrestricted right to utilize the Easement Area for the construction and maintenance of utilities, landscaping and shade trees and for such other municipal or public utility purposes as required by the Grantee; and

4. **RIGHTS OF GRANTOR:** Provided the Grantor does not interfere with the Grantee’s use and enjoyment of the Easement Area and all rights of Grantee herein granted, including Grantee’s right of access to Easement Area, Grantor shall have all rights to utilize Grantor’s Lands for any and all purposes permitted by law.

5. GENERAL COVENANTS: Grantor and Grantee mutually represent to each other with respect to their rights and entitlements to the respective Easement Area, Grantor's Lands and other rights set forth herein as follows:

A. Each shall exercise due care in the manner in which rights hereunder are exercised;

B. Grantor and Grantee agrees to provide such further assurances and confirmations as are necessary to carry out the terms of this grant; and,

6. BINDING NATURE OF GRANT: The easement and the rights and obligations hereunder shall run with the land and be binding upon all the parties hereto, their successors, heirs, transfers and/or assigns. The grant hereby cannot be terminated except by mutual agreement of the parties hereto or their heirs, successors and assigns, and all rights hereunder shall be enforced at law for damages or in equity for injunctive relief.

In witness whereof, the Grantor and Grantee have caused these presents to be signed and attested by their proper corporate officers and their corporate seal to be hereto affixed the day and year set forth below.

WITNESS:

HOVCHILD PARTNERSHIP, LLC

(Print name:)

Edele Hovnanian, Managing Member

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

I certify that on _____, 2026, Edele Hovnanian personally appeared before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was authorized to and did execute this Deed as Managing Member of **HOVCHILD PARTNERSHIP, LLC**, the entity named in this Deed;
- (b) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and
- (d) executed this Deed as the act of the entity.

Notary Public of State of New Jersey