

RESOLUTION NO. 2026-294

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING EXECUTION OF A DEED OF
EASEMENT BETWEEN THE TOWNSHIP OF
BARNEGAT AND 855 MOUNTAIN AVE., LLC FOR
BLOCK 115.01, LOT 2.01**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey ("the Township") is in the process of installing a water main and is required to obtain an easement for property known as Block 115.01, Lot 2.01, on the Tax Map of the Township of Barnegat ("the Property"); and

WHEREAS, the Township has prepared a Deed of Easement which is attached hereto and made a part hereof.

NOW THEREFORE BE IT RESOLVED on the 4th day of August 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 execution and recording of the Deed of Easement for the Township to obtain the easement for Block 115.01, Lot 2.01.
2. The Mayor, Township Administrator, and Township Clerk are authorized to execute any document necessary to implement the intent of this Resolution.
3. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:
 - (a) Pasquale Pipi, Mayor;
 - (b) Kurt J. Otto, P.E., Township Engineer;
 - (c) Roger Budd, Supervisor Water Department;
 - (d) Christopher J. Dasti, Esq., Township Attorney; and
 - (e) 855 Mountain Ave., LLC.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Barnegat Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue Barnegat NJ on the 4th day of August, 2026

Donna M. Manno, RMC
Municipal Clerk

DEED OF ACCESS AND UTILITY EASEMENT

This Deed of Access and Utility Easement (this “Easement”) is made as of the 4th day of August 2026, by 855 MOUNTAIN AVENUE, LLC, having an address at 128 Merritt Drive, Oradell, New Jersey 07649 (“Grantor”), in favor of THE TOWNSHIP OF BARNEGAT, a New Jersey municipal corporation, having an address at 900 West Bay Avenue, Barnegat, New Jersey 08005 (“Grantee”).

Background

WHEREAS, Grantor is the owner of a certain parcel of land in Barnegat Township, Ocean County, New Jersey identified as Block 115.01, Lot 2.01, 895 West Bay Avenue, on the Tax Map of the Township of Barnegat (“the Property”).

WHEREAS, The Township is seeking to acquire an easement through the existing Property to install and service a water main.

WHEREAS, Lot 2.01 shall also be utilized for additional parking, as the adjoining Lot 10 is owned by the Township.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and consideration in the amount of five hundred dollars (\$500.00), the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound hereby, agrees as follows:

1. Background. The Background set forth above is true and correct and made a part of this Easement.

2. Grant of Easement. Grantor hereby grants to Grantee a perpetual exclusive easement for the installation, use, maintenance and repair of a water main identified in the Morgan Engineering Survey dated December 16, 2025 attached hereto as Exhibit A and the Metes and Bounds description by Morgan Engineering dated December 16, 2025 is attached hereto as Exhibit B.

3. Grantor Obligations. Grantor shall not take any action, nor allow any action to occur, that would impair Grantee’s easement rights nor impact the water main. Grantor hereby agrees to indemnify, defend and hold harmless Grantee against any breach by Grantor of Grantor’s obligations pursuant to the preceding sentence.

4. Additional Obligations.

(a) After completion of the original installation of the facilities in accordance with the terms set forth above, and after the facilities have been accepted for dedication as a public improvement by Barnegat Township, Grantee shall thereafter be responsible for the maintenance, repair, and replacement of the facilities.

(b) Grantee, its successors and assigns, shall have the right to enter upon the Easement Area at all reasonable times, and upon reasonable notice to Grantor, its successors and assigns, in order to maintain, repair and/or replace the drainage facilities installed or to be installed in the Easement Area. Notwithstanding the above,

in the event that Grantee, in its reasonable discretion, determines that the failure to act would result in the threat of immediate harm to persons or property, then Grantee shall have the right to enter upon the Easement Area without notice, and in such event, Grantee shall give notice to Grantor as soon as reasonably practicable.

(c) In connection with any and all work performed in the Easement Area, Grantee, its successors and assigns shall (i) obtain any and all necessary governmental approvals, (ii) comply with all applicable federal, state and local health, safety, land use, environmental and other applicable laws, rules, regulations, ordinances and directives, (iii) immediately restore the Easement Area to its condition prior to any disturbance and (iv) and perform all work promptly and in a good and workmanlike fashion.

(d) Grantor, its successors, and assigns, shall construct no building, structure, or place any equipment or other impediment in the Easement Area which would impede Grantee's use and enjoyment of this Easement.

5. Covenants Running with the Land. The terms, covenants and conditions set forth in this Easement shall run with the land and be binding upon Grantor, its successors and assigns, in perpetuity, and benefit Grantee, its successors and assigns, in perpetuity.

6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. Miscellaneous.

(a) If any provision of this Easement is found to be invalid or unenforceable, the remainder shall remain unaffected thereby.

(b) Paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning of this Easement.

(c) This Easement may be executed in one or more counterparts, each of which shall be deemed an original and part of one and the same document.

(d) This Easement shall not be amended except by written instrument executed by both Grantor and Grantee and duly recorded in the Office of the Ocean County Clerk.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the day and year first above written.

GRANTOR:

855 MOUNTAIN AVE, LLC

By: _____
Joseph Ceylan

Title: _____

GRANTEE:

THE TOWNSHIP OF BARNEGAT,
a New Jersey municipal corporation

By: _____
Name: Pasquale Pipi

Title: Mayor

STATE OF NEW JERSEY)
) ss.
COUNTY OF _____)

I CERTIFY that on _____, 2026, JOSEPH CEYLAN, personally appeared before me and acknowledge under oath to my satisfaction that he/she personally signed and delivered the foregoing document, that he/she was authorized to execute the foregoing document on behalf of 855 MOUNTAIN AVE., LLC, a New Jersey limited liability company, and that this document is delivered as the duly authorized and voluntary act of 855 MOUNTAIN AVE., LLC.

Notary Public

STATE OF NEW JERSEY)
) ss.
COUNTY OF _____)

I CERTIFY that on _____, 2026, PASQUALE PIPI, personally appeared before me and acknowledge under oath to my satisfaction that he/she personally signed and delivered the foregoing document, that he/she was authorized to execute the foregoing document on behalf BARNEGAT TOWNSHIP, 900 West Bay Avenue, Barnegat NJ, a New Jersey Municipal Government entity, and that this document is delivered as the duly authorized and voluntary act of BARNEGAT TOWNSHIP

Notary Public