

**RESOLUTION 120-12**

**RESOLUTION AUTHORIZING EXECUTION OF UTILITY EASEMENT  
AGREEMENT BETWEEN ATLANTIC CITY ELECTRIC COMPANY AND THE  
BOROUGH OF CLAYTON FOR BLOCK 208, LOT 1**

*WHEREAS*, the Borough of Clayton is owner of certain land located in the State of New Jersey, County of Gloucester, which land abuts Erie Avenue within the Borough of Clayton and known as Block 208, Lot 1; and

*WHEREAS*, Atlantic City Electric Company, a New Jersey Corporation with an office located at 5100 Harding Highway, Mays Landing, New Jersey requires a perpetual easement and right-of-way across lands owned by the Borough of Clayton to install, operate, maintain, add to, extend, relocate and remove its electric and communications and other appropriate facilities and accessories owned by Atlantic City Electric; and

*WHEREAS*, Atlantic City Electric has provided to the Borough of Clayton a Utility Easement Agreement for said purpose, which agreement is attached hereto and made a part of this Resolution.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the Borough of Clayton, in the County of Gloucester and State of New Jersey as follows:

1. The governing body does hereby approve and authorize the execution of the attached Utility Easement Agreement between the Borough of Clayton, as Grantor, and Atlantic City Electric Company along the lands of the Borough of Clayton, which land abuts Erie Avenue; also known as Block 208, Lot 1 and as more particularly set out on the drawing attached to said Utility Agreement.
2. That the Mayor or Borough Administrator be and is hereby authorized to execute said Utility Easement Agreement on behalf of the Borough of Clayton.

**ADOPTED** at a meeting of the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey held on Thursday, May 24, 2012.

BOROUGH OF CLAYTON



\_\_\_\_\_  
THOMAS BIANCO, Mayor

Attest:



\_\_\_\_\_  
CHRISTINE NEWCOMB, Municipal Clerk

**CERTIFICATION**

I, Christine Newcomb, Municipal Clerk, of the Borough of Clayton, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton held on Thursday, May 24, 2012.



\_\_\_\_\_  
CHRISTINE NEWCOMB  
Municipal Clerk

Block: 208 Lot: 1

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 24<sup>th</sup> day May, 20 12, between Borough of Clayton, Erie Avenue, "Grantor" and ATLANTIC CITY ELECTRIC COMPANY, a New Jersey Corporation with an office at 5100 Harding Highway, Mays Landing, New Jersey 08330 and VERIZON NEW JERSEY, INC., a New Jersey Corporation with an office located at 540 Broad Street, Newark, New Jersey 07101, hereinafter referred to as "Grantees."

### WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of New Jersey, the County of Gloucester, which land abuts Erie Avenue, Borough of Clayton.

For and in consideration of the payment by Grantees of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantees a perpetual easement and right of way and agrees as follows:

1. Grantees 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 Grantees' systems and to provide services to Grantees' service areas; including any other cables, conduits, fibre 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. 5602347.
2. The facilities installed pursuant to this agreement shall remain the property of Grantees and all maintenance, repairs and removals of said facilities shall be the responsibility of Grantees.
3. Grantees 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 Grantees' facilities.
4. Grantees 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 any lawful purpose not inconsistent with or in contravention of the rights of Grantees.

7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Grantees 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 Grantees 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. Grantees' utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

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

Name: Harry Patchell  
 Title: Sr. Real Estate Representative

WITNESS our hands and seals the day and year aforesaid.

ATTEST: (AFFIX CORPORATE SEAL)

CORPORATE GRANTOR:

Borough of Clayton

Christine Newcomb

By: [Signature] (SEAL)

Type Name: Christine Newcomb

Type Name: Thomas Bianco

Title: Municipal Clerk

Title: Mayor

STATE OR COMMONWEALTH OF New Jersey )  
 COUNTY OF Gloucester ) ) SS

BE IT REMEMBERED, that on the 25th day of May, 2012, personally came before me, a notary public, the within named Grantor, Thomas Bianco, Mayor, on behalf of the Borough of Clayton, party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

[Signature]  
 Notary Public

Notary  
 Seal/Stamp Here

DEBRA A. SCHLOSSER  
 A Notary Public of New Jersey  
 My Commission Expires: 07/08/2016

