

CITY OF VINELAND

ORDINANCE NO. 2015- 30

ORDINANCE AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT TO ATLANTIC CITY ELECTRIC COMPANY, MAYS LANDING, NEW JERSEY, ON A PORTION OF BLOCK 7503, LOT 45, TO MAINTAIN AN ELECTRICAL SUBSTATION AND OTHER FACILITIES.

WHEREAS, the City of Vineland (City) is the owner of Block 7503, Lot 45, upon which an electrical substation and related facilities are/shall be located and maintained by Atlantic City Electric Company, Mays Landing, New Jersey, (ACE) which will inter connect with the generation facility being constructed by the City known as Clayville I; and

WHEREAS, ACE is a public utility as defined in NJSA 48:2-13; and

WHEREAS, ACE will be responsible to maintain said facilities, including maintenance of distribution lines as well as trees surrounding the facility and in order to do so will require the ability to access the site for that purpose; and

WHEREAS, NJSA 40:62-25.1 authorizes public utilities to enter into agreements with municipalities for the maintenance of electrical facilities to meet the electrical power needs of its residents.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Deed of Easement across a portion of Block 7503, Lot 45, for the purpose as more particularly described in the Deed of Easement and description attached hereto and made a part hereof.

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk

DEED OF EASEMENT

THIS INDENTURE, made this 12 day of May, 2015 between City of Vineland, a corporation of the State of New Jersey, having an office situated at 640 East Wood Street, Vineland, New Jersey 08360 hereinafter referred to a "Grantor" and Atlantic City Electric Company, with offices at 5100 Harding Highway, Mays Landing, New Jersey 08330, hereinafter referred to as "Grantee".

WHEREAS, Grantor is owner of certain real property shown and designated as Lot 45 in Block 7503 on the current tax map of the City of Vineland, County of Cumberland, State of New Jersey (hereinafter the Grantor's Property); and

WHEREAS, Grantee is desirous of obtaining an easement for the purposes set forth below; and

WHEREAS, Grantor is willing to grant an easement over the Grantor's Property subject to the terms and conditions as set forth below;

NOW, THEREFORE, the parties hereto intending to be legally bound, for and in consideration of the sum of \$1.00; and other good and valuable consideration paid to Grantor by the Grantee, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns an easement for the purposes set forth below through and over a portion of Grantor's Property within the City of Vineland, County of Cumberland, State of New Jersey as shown on the attached Exhibit "A" subject to the following terms and conditions, hereinafter referred to as "Easement Area".

1. Grantee shall have the right to own, maintain, operate, repair, install, alter, remove, inspect, construct, modify, restore, rebuild, replace, relocate, and expand an electrical substation, all transmission and distribution lines, and other facilities, accessories and

appurtenances thereto to in, under, through, upon, over, and across the land, (hereinafter "Improvements") and the right of ingress and egress to and from the Easement Area in, under, through, upon, over, and across the Grantor's Property as more particularly depicted on Exhibit "A" attached hereto and made a part hereof.

2. Any Improvements in the Easement Area will be constructed and maintained in good repair by the Grantee at its sole cost and expense and shall remain the property of the Grantee.

3. Grantor agrees not to construct, place or permit any structures or additions, including trees or other foliage, over, under or within 15 feet of any Improvements installed under the terms of this Agreement. Grantee shall have the right to trim and maintain all trees and underbrush located 15 feet on each side of the centerline of any Improvements. Grantee shall use best practices available when trimming trees. No tree shall be removed without the written consent of Grantor except in emergent situations requiring immediate action to protect from injury and/or damage to property.

4. Grantee shall remove all Improvements installed hereunder without further consideration at Grantee's sole cost and expense. Grantee shall return the property to its previous condition prior to the construction of said Improvements including the planting of trees and vegetation indigenous to this area. Grantee may abandon such Improvements with the written consent of Grantor and shall execute any and all documents necessary to transfer ownership thereto to Grantor.

5. Grantee shall indemnify, defend and hold harmless Grantor, its directors, officers, agents, servants and employees from and against any and all liability or expense on

account of damage to property, including property of the Grantor or Grantee, and injuries, including death to any persons, inclusive of but not limited to persons performing any part of the work on the premises, which may arise in whole or in part from the negligent use of the easement or the negligent exercise of any rights granted herein, but not for any damage or injury that arises by reason of the Grantor's negligence. This obligation to indemnify, defend and hold harmless shall survive the term of this easement.

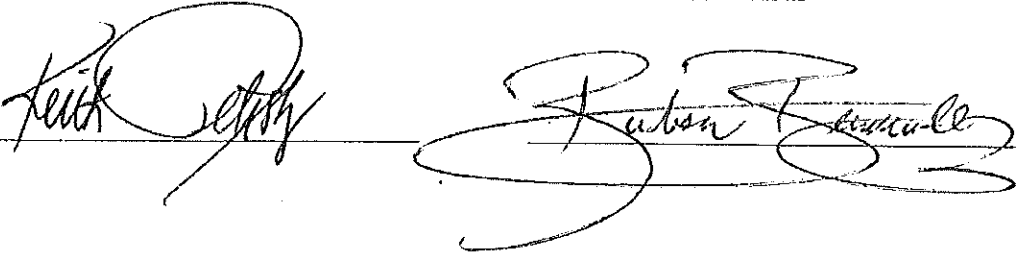
6. All provisions of this instrument including the benefits and burdens shall run with the land and are binding upon and inure to the successors and assigns of the parties hereto.

7. Grantee shall be responsible to obtain at its expense all necessary permits, approvals, and authorizations necessary for the construction and use of the Improvements within the Easement Area.

IN WITNESS WHEREOF, Grantor and Grantee through their appropriate representative or officers have hereunto set their hands and seals the date and year above written.

ATTEST:

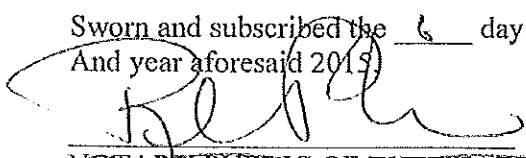
CITY OF VINELAND

Handwritten signatures of two individuals, one on the left and one on the right, positioned above a horizontal line.

STATE OF NEW JERSEY
SS
COUNTY OF CUMBERLAND

BE IT REMEMBERED that on May 6, 2015 Grantors, Ruben Bermudez of the City of Vineland personally appeared before me on behalf of the corporation, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the owner in fee simple of Block 7503 Lot 45, the property in the within instrument.

Sworn and subscribed the 6 day May
And year aforesaid 2015

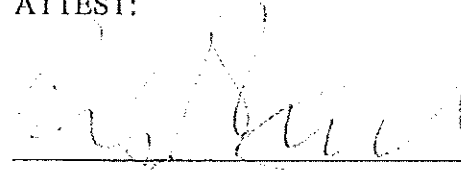
Handwritten signature of Richard P. Tomella, positioned above a horizontal line.

NOTARY PUBLIC OF THE STATE OF NEW JERSEY

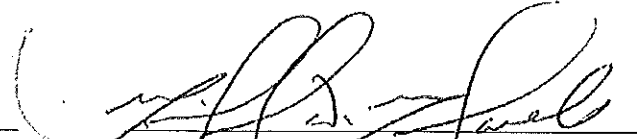
Richard P Tomella
Atty State of NJ

ATTEST:

ATLANTIC CITY ELECTRIC COMPANY



Ast. Corporate Secretary



Michael W. Maxwell
Vice President

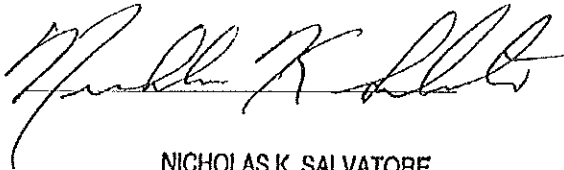
STATE OF NEW JERSEY

SS

COUNTY OF CUMBERLAND

BE IT REMEMBERED that on MAY 26, 2015 Grantee, Ryan Tookes, personally appeared before me who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Assistant Secretary of the named corporation of the within instrument.

Sworn and subscribed the 26 day of MAY
And year aforesaid 2015.



NICHOLAS K. SALVATORE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 24, 2018

EXHIBIT "A"
Block 1128 Lot 3, City of Vineland



CURVE DATA			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	10.00'	90°11'	13.76'
C2	10.00'	90°	15.71'
C3	25.00'	90°	39.27'
C4	10.00'	90°	15.71'
C5	25.00'	90°	39.27'
C6	10.00'	87°49'	15.68'

