

ORDINANCE NO. 2018-67

ORDINANCE AUTHORIZING THE EXECUTION OF A BOUNDARY LINE AGREEMENT WITH THE VINELAND BOARD OF EDUCATION AND VINELAND PRODUCE AUCTION AND THE ACCEPTANCE OF AN ACCESS EASEMENT REGARDING BLOCK 1802 LOTS 4, 5 AND 6 ON THE TAX MAP OF THE CITY OF VINELAND

WHEREAS, the Vineland Board of Education is the owner of property known as Block 1802, Lot 6 of the tax map of the City of Vineland which is located on the northwest corner of the intersection of Oak Road and Main Road;

WHEREAS, the Vineland Produce Auction Assoc, Inc. is the owner of property known as Block 1802, Lot 4 of the tax map of the City of Vineland;

WHEREAS, the City of Vineland is the owner of property known as Block 1802, Lot 5 of the tax map of the City of Vineland. Lot 5 is a flag shaped lot with frontage on both Main Road and Oak Road and shares boundary lines with Lot 4 and Lot 6;

WHEREAS, the Vineland Fire Department has historically used a portion of Lot 4, to access Main Road from Vineland Fire Station No. 4 which is located on the westerly portion of Lot 5;

WHEREAS, uncertainty has arisen concerning the accuracy of the location of Lot 5's northern boundary line with Lot 4 and the southerly boundary line with Lot 6, contained in an all-inclusive deed dated February 8, 1985 and recorded on February 11, 1985 in Book 1540, Page 232;

WHEREAS, it is in the interest of the City of Vineland to formalize access from Fire Station No. 4 to Main Road by way of a recorded easement;

WHEREAS, to formalize an easement it is necessary that any uncertainty as to the boundary line between Lot 5 and Lot 4 be resolved by way of a boundary line agreement locating the northerly boundary line of Lot 5 thirty five (35') feet to the south of where it is described in the 1985 all-inclusive deed;

WHEREAS, the southerly boundary line of Lot 5 as described in the 1985 all-inclusive deed passes through the structure located on Block 1802, Lot 5;

WHEREAS, it is in the interest of the City of Vineland to enter into a boundary line agreement with the Vineland Board of Education, locating the southerly boundary line of Lot 5 thirty five (35') feet to the south of where it is described in the 1985 all-inclusive deed;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland, subject to the approval of the Board of Directors of the Vineland Produce Auction Assoc, Inc. and the Vineland Board of Education, that:

1. City Council does hereby approve entering into a boundary line agreement with the Vineland Board of Education locating the boundary line between Lot 5 and Lot 6 thirty-five (35') feet to the south.
2. City Council does hereby approve entering into a boundary line agreement with the Vineland Produce Auction, Ass., Inc. locating the boundary line between Lot 5 and Lot 4 thirty-five (35') feet to the south.
3. City Council does hereby approve the acceptance of an access easement fifty (50') feet wide in favor of the City of Vineland upon and across the southerly portion of Lot 4 for the benefit of the westerly portion of Lot 5 and Fire Station No. 4, and not for the benefit of the easterly portion of Lot 5 fronting on Main Road.

4. City Council does hereby approve filing a corrective deed for Lot 5 consistent with the new boundary lines as established by the boundary line agreements.

5. City Council does hereby approve and authorize the Mayor of the City of Vineland to execute the boundary line agreements, executed the corrective deed, and accept the 50' wide easement across Lot 4.

Passed First Reading:

Passed Final Reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk

Prepared by: Richard P. Tonetta, Esq.

Bar No. 018791980

BOUNDARY LINE AGREEMENT

THIS AGREEMENT is made this ____ day of November, 2018 by and between the City of Vineland, a New Jersey Municipal corporation with its principal offices located at 640 East Wood Street, Vineland, New Jersey (hereinafter City), the Vineland Produce Auction Assoc., Inc. with its principal offices located at Main Road, Vineland, New Jersey (hereinafter VPA) and the Vineland Board of Education with its principal offices located at West Landis Avenue, Vineland, New Jersey (hereinafter VBOE).

It involves parcels known as Lots 4, 5 and 6 in Block 1802 on the Tax Assessment Map of the city of Vineland.

WHEREAS, the VPA is the owner of Lot 4 of Block 1802 more particularly described in Deed dated _____, from _____ to _____ recorded on _____ in the Office of the Clerk of Cumberland County (Lot 4); and

WHEREAS, the City is the owner of Lot 5 of Block 1802 more particularly described in Deed dated _____, from _____ to _____ recorded on _____ in the Office of the Clerk of Cumberland County (Lot 5); and

WHEREAS, the VBOE is the owner of Lot 6 of Block 1802 more particularly described in Deed dated _____, from _____ to _____ recorded on _____ in the Office of the Clerk of Cumberland County (Lot 6) and

WHEREAS, the parties desire to resolve any and all uncertainty and/or ambiguity which may, might, or could exist regarding the line between the aforesaid Lots.

WHEREAS, the Parties have adopted Resolutions/Ordinances authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of mutual promises and covenants set forth herein, the parties agree as follows:

1. In accordance with the survey attached hereto as Schedule A prepared by the City of Vineland Engineering Division dated _____, the boundary line between the aforesaid Lots 5 and 6 on execution of this Agreement and hereafter shall be moved thirty five (35') to the south and the legal descriptions of Lots 5 and 6 shall be described as follows:

a. Block 1802 Lot 5 Legal Description from the date of this Agreement is attached hereto and made a part hereof as Schedule B

b. Block 1802 Lot 6 Legal Description is attached hereto and made a part hereof as Schedule C

2. In accordance with the survey attached hereto as Schedule A prepared by the City of Vineland Engineering Division dated_____, an access easement fifty (50') feet in width from the new boundary line of Lot 5, north upon and across the southern most portion of Lot 4 for the benefit of the western most portion of Lot 5 to be used as an access for the Fire Station No. 4 shall be created and granted to the City by the VPA. The easement is intended to accommodate and benefit the use of Block 1802 Lot 5 as a fire/rescue station only. The Parties acknowledge that no easement rights are granted to benefit any other Lot and Block within the City of Vineland, including Lot 6 or any subdivision thereof. The Access Easement shall be described as follows:

a. Access Easement Legal Description is attached hereto and made a part hereof as Schedule C

The City agrees, as part of the consideration for the Agreement, that the only portion of Lot 4 to be used by the City without further agreement between the City and VPA is as described in Schedule C attached herein, and any other means of ingress and egress to Lot 5 across Lot 4 shall not be permitted. The City shall indemnify and save the VPA, its successors in title for any and all claims resulting from, or arising out of, the city's use of the access easement. The means of ingress and egress to Lot 5 by way of the Access Easement from Main Road shall be by way of the southerly most curb cut out Lot 4 only.

3. The Vineland Board of Education hereby conveys, grants, releases, remises, and forever quit claims to the City of Vineland in accordance with N.J.S.A. 46:5-1 et seq. all of its claim to, estate, right, title, and interest in and to thirty five (35') feet of land on the northerly side of the boundary line of Lot 6 as described in an All Inclusive Deed dated February 8, 1985 and recorded in the Office of the Clerk of Cumberland County on February 11, 1985 in Book 1540, Page 232.

4. The City of Vineland hereby conveys, grants, releases, remises, and forever quit claims to the Vineland Produce Auction Assoc. Inc. in accordance with N.J.S.A. 46:5-1 et seq. all of its claim to, estate, right, title and interest in and to thirty five (35') feet of land on the northerly side of the boundary line of Lot 5 as described in the deed dated_____ and recorded in the Office of the Clerk of Cumberland County in Book_____ and Page_____.

5. The Vineland Produce Auction Assoc., Inc. hereby grants a permanent easement to the City of Vineland, its employees, assigns and volunteers for the purpose of ingress and egress to Block 1802 Lot 5 in, over and upon the land of the Vineland Produce Auction Assoc., Inc., Block 1802 Lot 4 and to have and to hold said easement for the public purpose of access to Lot 5 for the maintenance and operation of a Fire Station and the Vineland Produce Auction Assn. hereby dedicates its interest in said easement for public use for said purpose in accordance with N.J.S.A. 46:5-1 et seq.

6. The parties agree that this Agreement shall be recorded in the Office of the Clerk in the County of Cumberland and that copies shall be filed with the Office of the Engineer and Assessor of the City of Vineland of Vineland.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals on the date and year first appearing.

SIGNATURES. The Grantors sign this Boundary Line Agreement as of the date at the top of the first page.

Attested by:

CITY OF VINELAND

_____ (Seal)

CLERK

ANTHONY R. FANUCCI, MAYOR

STATE OF NEW JERSEY, COUNTY OF CUMBERLAND SS.:

BE IT REMEMBERED that on this ____ day of _____, 2018, _____ personally came before me and this person acknowledged under oath to my satisfaction that:

- (a) this person is the Clerk of the City of Vineland, the municipal corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is ANTHONY R. FANUCCI, Mayor of the City of Vineland;
- (c) this person signed this proof to attest to the truth of these facts.

NOTARY

Attested by:

VINELAND BOARD OF EDUCATION

_____ (Seal)

BOARD SECRETARY

BOARD PRESIDENT

STATE OF NEW JERSEY, COUNTY OF CUMBERLAND SS.:

BE IT REMEMBERED that on this ____ day of _____, 2018, _____ personally came before me and this person acknowledged under oath to my satisfaction that:

- (d) this person is the Clerk of the Vineland Board of Education, the entity named in this document;
- (e) this person is the attesting witness to the signing of this document by the proper Board officer who is _____;
- (f) this person signed this proof to attest to the truth of these facts.

NOTARY

Attested by:

VINELAND PRODUCE AUCTION ASSOC. INC.

BOARD SECRETARY

_____(Seal)
BOARD PRESIDENT

STATE OF NEW JERSEY, COUNTY OF CUMBERLAND SS.:

BE IT REMEMBERED that on this ____ day of _____, 2018, _____ personally came before me and this person acknowledged under oath to my satisfaction that:

- (g) this person is the Clerk of the Vineland Produce Auction Assoc. Inc., the corporation named in this document;
- (h) this person is the attesting witness to the signing of this document by the proper corporate officer who is _____, Board President;
- (i) this person signed this proof to attest to the truth of these facts.

NOTARY