

ORDINANCE NO. 15 - 2016

AN ORDINANCE ACCEPTING A SANITARY SEWER EASEMENT DEDICATED AND CONVEYED TO THE BOROUGH OF MORRIS PLAINS ON BLOCK 185, LOT 3.01 IN THE BOROUGH OF MORRIS PLAINS.

WHEREAS, Francesca Ecker (the “Grantor”), owner of Block 185, Lot 3.01 (the “Property”), received minor subdivision and variance approval from the Morris Plains Planning Board in PB-04-13; and

WHEREAS, the Grantor’s subdivision and variance approval requires the conveyance of a sanitary sewer easement to the Borough;

WHEREAS, the Grantor is now desirous of dedicating and conveying to the Borough of Morris Plains (the “Grantee”) a sanitary sewer easement on, over and across Lot 3.01 in Block 185; and

WHEREAS, the Borough Council of the Borough of Morris Plains is desirous of accepting the said conservation easement on, over, through and across Lot 3.01, Block 185 in the Borough of Morris Plains.

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Morris Plains, they being the Governing Body thereof, as follows:

Section 1:

That the sanitary sewer easement on, over, through and across Block 185, Lot 3.01 in the Borough of Morris Plains, Morris County, New Jersey, as described in Schedule A annexed hereto and made a part hereof, be and the same is hereby accepted as dedicated and conveyed subject to the terms and conditions as set forth in a Deed of Sanitary Sewer Easement between the Grantor and the Grantee, including the following special conditions:

1. This conveyance grants the Grantees the right to maintain an underground sanitary sewer line and all necessary surface and subsurface appurtenances as part of the Grantee’s municipal sewer system, including the perpetual right to reconstruct, operate, maintain, inspect, protect and repair such sanitary sewer line and all necessary surface and subsurface appurtenances within the Easement Area, and the perpetual right to do within the Easement Area all that may be necessary for the reconstruction, replacement, extension, improvement, betterment, maintenance, inspection, protection, operation and use of such sanitary sewer line within the Easement Area including the perpetual right to use the Easement Area for the purposes aforesaid and the perpetual right of free and unobstructed access thereto, use and possession thereof with men, machinery, supplies, materials and equipment for the accomplishment of any and all of the

foregoing purposes within the Easement Area.

2. The Grantee shall be responsible to Grantor for any damage which may result to the Property by reason of subsequent constructing, reconstructing, maintaining or repairing of said sanitary sewer line and Grantee shall reasonably and diligently restore all portions of the Property disturbed by Grantee in exercising Grantee's rights hereunder to the pre-disturbance condition.

3. Grantor shall not be responsible to the Grantee nor to any person or persons for any damages to property or for injury or death of any persons directly caused by the Grantee, its agents, employees, successors or assigns arising out of the maintenance, use or operation of the said sanitary sewer line or the exercise or enjoyment of any of the rights and privileges accorded the Grantee hereunder, and the Grantee, its successors and assigns, shall indemnify and save Grantor free and harmless for such damage, injury or death and costs or expenses in connection therewith. This hold harmless clause specifically excludes any damage caused by the acts or inaction of the Grantor, its agents, employees, successors or assigns.

4. Grantor shall not erect, construct, place or maintain any building, structure, road, drive or trail for motorized vehicles, or other improvement within the Easement Area

5. Grantor may convey, mortgage, lease, or otherwise transfer title or interest in the lands subject to the easement; provided, however, that the covenants and conditions herein shall remain superior to such conveyance, mortgage, lease, or transfer, it being the intention of the parties that the easement and the terms and conditions set forth herein shall run with the land.

6. Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

7. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

8. This Easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

Section 2:

The Council President and Clerk are hereby authorized and directed to execute the Deed of Sanitary Sewer Easement and any other documents necessary to effectuate the conveyance of said easement.

Section 3:

If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid by Court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinances.

Section 4:

This Ordinance shall take effect after final passage and publication in accordance with law.

Introduced: November 10, 2016

Adopted: December 1, 2016

/s/ Frank J. Druetzler