

Prepared by:

Kevin J. Bloom, Esq.

**DEED OF EASEMENT**

**THIS DEED** is made on this \_\_\_\_ day of February, 2024,

**BETWEEN COUNTY OF PASSAIC**, a corporate body politic of the State of New Jersey, having its principal offices at the Passaic County Administration Building, 401 Grand Street, Paterson, New Jersey, hereinafter referred to as "**the County**" and the **BOROUGH OF POMPTON LAKES**, a corporate body politic with its principal office at 25 Lenox Avenue, Pompton Lakes, New Jersey, hereinafter referred to as "**the Borough**",

WITNESSETH:

**WHEREAS**, the County is the owner in fee of certain property located within the Borough of Pompton Lakes at **Block 2300, Lots 1, 7, and 10** as shown on the Official Tax Map of the Borough of Pompton Lakes, bounded to the north by Ivy Street, to the west by Laura Street, and to the East by Grove Street (hereafter the "County Property"); and

**WHEREAS**, the Borough operates a recycling facility known as the Pompton Lakes Recycling Center on a portion of the County Property; and

**WHEREAS**, the County is constructing a salt storage facility and associated site improvements for the storage of rock salt on a separate portion of the County Property; and

**WHEREAS**, the County and the Borough desire to enter into this Deed of Easement specifically delineating which portion of the County Property will be reserved for the County to be used for storage of rock salt and associated activities, and which portion of the County Property will be designated for the Borough to operate the Pompton Lakes Recycling Center and associated activities; and

**WHEREAS**, according to the terms and conditions stated herein, the County desires to grant to the Borough an Easement to operate the Pompton Lakes Recycling Center and associated activities on the portion of the County Property described herein as **Exhibit A** (hereafter the "Easement Area").

**NOW, THEREFORE**, in consideration of **ONE** dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual promises set forth herein, the County does hereby impress upon and convey to the Borough the following permanent easement, which is more particularly outlined

herein, which shall hereafter be covenants which run with the land and shall inure to the benefit of and be binding upon the Borough:

1. Grant of Easement. The County, as owner of Block 2300, Lots 1, 7, and 10, hereby grants, covenants and conveys to the Borough, an easement in perpetuity on the portion of the County Property to operate the Pompton Lakes Recycling Center to the benefit of the public.
2. Tax Map Reference. (N.J.S.A. 46:26A-3) Municipality of the BOROUGH OF POMPTON LAKES, Block No. 2300, a portion of Lots 1, 7, and 10.
3. Easement Area. The aforesaid description of the Easement Area, consisting of an area of 17,926.61 square feet of the County Property, is more particularly described and set forth in Exhibit A, attached hereto and made part hereof. Notwithstanding anything contained herein to the contrary, the County shall retain a right to access its portions of the County Property through the two (2) gates depicted in the map in Exhibit A, located within Block 2300, Lot 10 (hereafter "Access Gates").
4. Maintenance Responsibilities. The Borough shall be responsible for the maintenance, care, cleaning, and replacement of all improvements within the Easement Area, irrespective of which party to this Deed of Easement originally constructed or maintained such improvements except for any drainage improvements within the Easement Area. With respect to drainage improvements within the Easement Area, the County shall be responsible for the maintenance and replacement, but the Borough shall be responsible to keep clear the drainage inlets from all debris. Notwithstanding anything contained herein to the contrary, the County shall be responsible for maintaining the Access Gates and fencing.
5. Shared Services Agreement. No provisions contained herein shall be construed to conflict with the Shared Services Agreement between the County and the Borough for rock storage and delivery.
4. Term and Termination. The Term of this Easement shall commence on the date of execution of this Easement and shall terminate only upon the mutual consent of the County and the Borough. Such termination of the within Easement Agreement shall only be effective upon the recordation of a Termination of Easement executed by the Mayor of the Borough of Pompton Lakes and the Director of the Board of County Commissioner of the County of Passaic.
5. Mutual Indemnification. To the fullest extent allowable by the law, the Borough, their successors, and assigns shall hold harmless, indemnify, defend, and release the County and

their members, directors, officers, employees, agents, and contractors, successors and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from anyone that is injured due to **the Borough's** negligence in its operation of the Pompton Lakes Recycling Center on the County Property, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or other manner related to this Agreement, regardless of cause..

**The County** and their members, directors, officers, employees, agents, and contractors, successors and assigns shall hold harmless, indemnify, defend, and release **the Borough**, their successors, and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from anyone that is injured due to **the County's** negligence related to its acts and actions on the County Property, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or other manner related to this Agreement, regardless of cause.

6. Entire Agreement. This Deed of Easement constitutes the entire agreement with respect to the subject matter hereof and shall not be amended or modified without the express written consent of all Parties. No oral statement of representation of any person shall in any manner or degree modify the terms and provisions of this Agreement unless it is expressly and specifically incorporated in this Agreement. All unincorporated oral statements and representations shall be null and void.

7. No Assignment. This Deed of Easement shall not be assigned by **the Borough**. This Deed of Easement shall run with the land and be binding upon any future owners of the County Property.

8. Covenant as to Grantor's Acts. **The County** promises that **the County** has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6), and means that **the County** has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against **the County**).

**SUBJECT, HOWEVER,** to all public utility easements recorded or unrecorded, affecting the herein described premises.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused these presents to be signed by the proper corporate officers and have caused their seals to be affixed by the day and year.

Witness:

COUNTY OF PASSAIC:

\_\_\_\_\_  
Louis E. Imhof, III  
Clerk to the Board

\_\_\_\_\_  
John Bartlett, Director  
Board of County Commissioners

As to form and legality:

\_\_\_\_\_  
Nadege D. Allwaters, Esq.  
County Counsel

Record and Return to:

NADEGE D. ALLWATERS  
PASSAIC COUNTY COUNSEL  
401 GRAND STREET  
PATERSON, NEW JERSEY 07505

A-0160-0037-000  
January 11, 2024

Alaimo Group  
200 High Street  
Mount Holly, NJ 08060

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An Access Easement  
Through Lots 1, 7 & 10, Block 2300  
Located in the Borough of Pompton Lakes

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ALL THAT CERTAIN tract or parcel of land as shown on a plan by the Alaimo Group entitled "New Salt Storage Building" Access Easement Plan for Block 2300, Lots 1, 7 and 10 dated January 2024 situate in the Borough of Pompton Lakes, County of Passaic and State of New Jersey, and is more particularly described as follows:

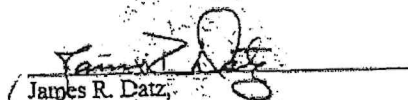
BEGINNING at a point lying on the southerly right-of-way line of Ivy Street (being 35' wide) said point having New Jersey State Plane Coordinates (NAD83) of North 791,605.5159, East 549,067.1846 and runs

- 1) Along the westerly line of Block 2400, Lot 5 South 14 degrees 52 minutes 29 seconds West, 109.82 feet to an angle point, thence
- 2) Continuing South 32 degrees 32 minutes 29 seconds West, 100.00 feet to an angle point, thence
- 3) South 32 degrees 41 minutes 23 seconds West, 17.50 feet to the centerline of the recently vacated Locust Street, thence
- 4) North 57 degrees 27 minutes 56 seconds West, 154.41 feet to a point and corner lying on the easterly right-of-way line of Laura Street (being 35' wide)
- 5) Along the existing easterly right-of-way line of Laura Street on a curve, curving counterclockwise having a radius of 162.77 feet, an arc length of 19.26 feet, a delta angle of 06 degrees 46 minutes 49 seconds and a chord bearing and distance of North 07 degrees 54 minutes 35 seconds East, 19.25 feet to a point of tangency, thence
- 6) South 57 degrees 27 minutes 56 seconds East, 0.13 feet to a point of curvature, thence

- 7) On a curve, curving counterclockwise and having a radius of 489.00 feet, an arc length of 54.52 feet, a delta angle of 06 degrees 23 minutes 16 seconds and a chord bearing and distance of North 04 degrees 10 minutes 49 seconds East, 54.49 feet to a point and corner, thence
- 8) Through Lot 10, Block 2300 South 56 degrees 55 minutes 56 seconds East, 146.96 feet, thence
- 9) Continuing through Lots 10 and 7, Block 2300 North 22 degrees 45 minutes 11 seconds East, 160.39 feet to a point on the existing southerly right-of-way line of Ivy Street, thence
- 10) Along the existing southerly right-of-way line of Ivy Street South 57 degrees 27 minutes 56 seconds East, 35.22 feet to the point and place of beginning.

This Access Easement pursuant to a map entitled "Access Easement Plan" for Block 2300, Lots 1, 7 and 10 Individual Property Parcel Map dated January 2024, prepared by James R. Datz, a New Jersey Professional Land Surveyor, for the Alaimo Group said map to be filed with the Passaic County Clerk's Office.

Description Prepared By:

  
James R. Datz,  
Professional Land Surveyor  
N.J. License No. 24GS02671900

