

CITY OF VINELAND, NJ

RESOLUTION NO. 2024-170

RESOLUTION APPROVING A BOUNDARY LINE AGREEMENT WITH THE OWNERS OF 822 N. BREWSTER ROAD, BLOCK 2505, Lot 4.

WHEREAS, Janis and Michael Bokma acquired 822 N. Brewster Road, Block 2505, Lot 4 in 1999, which was before the development of the Foxmoor Estates, or the construction of Simonelli Road.

WHEREAS, a portion of the northerly side of the Bokma property is located alongside a portion of the southerly side of the public right-of-way of Simonelli Road.

WHEREAS, a survey obtained by Bokma at the time they purchased 822 N. Brewster Road demonstrated that the property was immediately contiguous to land which now constitutes the right-of-way of Simonelli Road.

WHEREAS, a survey recently obtained by Bokma, in connection with a minor subdivision application, reveals an unexplained 12.46-foot gap separating Bokma's property from the City owned right-of-way of Simonelli Road, preventing the construction of single family homes on the 2 subdivided lots.

WHEREAS, all City improvements on the North (Bokma) side of Simonelli Road, including sidewalks, are in place and the 12.46 foot gap is not needed for City purposes.

WHEREAS, the City has never maintained or otherwise exercised control over the strip of land and the City's Tax Map displays that the northerly boundary line of Bokma's property is immediately contiguous to, and not separated from, the southerly boundary line of the dedicated public right-of-way of Simonelli Road.

WHEREAS, the proposed agreement grants to the City of Vineland Municipal Electric utility a perpetual Electric-Communications Easement for the right to install, erect, operate, maintain, repair or remove poles, wires, cables, conduits, transformers, enclosures, and other fixtures, appurtenances and facilities necessary for the proper delivery of electric power services and/or communication services along with free and unlimited access thereto, which is consistent with similar easements throughout the Foxmoor Estates development.

WHEREAS, it is in the public interest to resolve uncertainties in the title to properties and to otherwise promote the orderly development of properties within the City provided that the development complies with all land use laws, or variance granted by the appropriate land use board.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vineland, the governing body of the City of Vineland, that the statements of the preamble, hereinabove, are incorporated herein as though fully set forth herein;

BE IT FURTHER RESOLVED, that the proposed Boundary Line Agreement between Janis and Michael Bokma and the City is hereby approved, and the Mayor of the City of Vineland is hereby authorized to execute the Agreement in the form attached hereto and such other documents or instruments as may be reasonably necessary to carry out the intent of this Agreement.

Adopted:

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President of Council

ATTEST:

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City Clerk

## **BOUNDARY LINE AGREEMENT**

THIS AGREEMENT, effective as of \_\_\_\_\_, 2024, made by and between **MICHAEL W. BOKMA and JANIS M. BOKMA**, husband and wife, residing at 822 N. Brewster Road, Vineland, NJ 08361 (hereinafter “Bokma”) and the **CITY OF VINELAND**, a municipal corporation of the State of New Jersey, with a principal mailing address of Vineland City Hall, 640 E. Wood Street, PO Box 1508, Vineland, NJ 08360-1508 (hereinafter “City of Vineland”), and is made and entered into by reason and in recognition of the following circumstances:

### *RECITALS*

1. Bokma is the owner of certain lands and premises situate in the City of Vineland in Cumberland County, New Jersey, having a street address of 822 N. Brewster Road, Vineland, NJ 08361, and having a designation on the Official Tax Map of the City of Vineland (hereinafter “Tax Map”), as Lot 4, Block 2505.
2. The City of Vineland is the owner of certain lands within the Municipality dedicated as a public right-of-way, to accommodate vehicular and pedestrian traffic, known and designated as Simonelli Road.
3. A portion of the northerly side of the Bokma property is located alongside a portion of the southerly side of the public right-of-way of Simonelli Road.
4. When Bokma acquired ownership of their property on June 30, 1999, by Deed from the then owner of the premises, Rodney Mangiaracina and Darlene Mangiaracina, husband and wife, which deed was recorded in the office of the Clerk of Cumberland County in Book 2371, Page 223, a survey obtained by Bokma in conjunction with the transaction demonstrated that the property acquired by Bokma was immediately contiguous to land which is now constituted as the right-of-way of Simonelli Road.
5. A subsequent survey recently obtained by Bokma, prepared by Anthony J. Goodwin, PLS, NJ License No. 24GS04343900, to facilitate a minor subdivision application Bokma intends to submit to the City of Vineland Zoning Board of Adjustment and to the Cumberland County Planning Board, reveals the apparent existence of a 12.46-foot gap of land separating Bokma’s property from the City owned right-of-way of Simonelli Road.
6. At all relevant times, Bokma has treated and maintained the strip of land encompassing the 12.46-foot gap as part of their property.
7. At no time has the City of Vineland maintained, or for that matter, exercised dominion or control over the area of land comprising the 12.46-foot gap area.
8. The 12.46-foot strip of land, constituting the area of the gap, between Bokma’s property and the dedicated right-of-way of Simonelli Road is not vital or useful to, nor is the gap area needed by, the City of Vineland for the proper maintenance of Simonelli Road, nor is the area of land comprising the

gap necessary to ensure proper and effective service of Simonelli Road in respect to the accommodation of vehicular and pedestrian traffic.

9. Although not authoritative with respect to the establishment of property boundaries, the Tax Map does not reveal the existence of a 12.46-foot gap area along the portion of Bokma's property which adjoins Simonelli Road. In fact, the Tax Map displays that the northerly boundary line of Bokma's property is immediately contiguous to, and not separated from, the southerly boundary line of the dedicated public right-of-way of Simonelli Road.

10. In recognition of these conditions, Bokma and the City of Vineland wish to achieve an understanding with one another by which the City shall relinquish any claim for interest it may have to the 12.46-foot strip of land constituting the gap, and to otherwise cede any and all of its rights and interests to such gap of land to Bokma, subject, however, to the requirement that Bokma establish in favor of, and grant and convey to, the City of Vineland Municipal Electric Utility, a ten-foot wide Electric-Communications Easement within the gap area to facilitate the provision of electric power and communication services by the Utility and to accommodate proposed future development of the Bokma property, specifically the subdivision contemplated by Bokma to create two (2) lots for the construction of a single family home on each lot.

11. This Agreement is entered into for this purpose as stated.

***WITNESSETH***

In consideration of the foregoing premises, and the mutual exchange of consideration, as documented herein, the parties agree as follows:

1. The recitals set forth above are incorporated herein by reference and are expressly made operative terms or, where appropriate, conditions of this Agreement.

2. The strip of land constituting the 12.46-foot wide gap, mentioned above, is described by metes and bounds in the description attached to and made a part of this Agreement as Exhibit "A".

3. The City of Vineland, by its execution of this Agreement, releases and relinquishes to, and in favor of Bokma, any and all claims to the land constituting the 12.46-foot-wide gap area, described by metes and bounds in the attached Exhibit A, and does hereby convey and otherwise transfer to Bokma, any and all of its interest in and to the property constituting the gap area.

4. Bokma hereby accepts the release and relinquishment by the City of Vineland of any and all claims the City of Vineland may have heretofore had in and to the land comprising the area of the gap, and similarly, accepts the conveyance and transfer of and by the City of Vineland of all interest the City of Vineland may heretofore have had in and to the land comprising the area of the gap.

5. Bokma hereby grants and conveys to the City of Vineland Municipal Electric Utility an Electric-Communications Easement, in perpetuity, for the right to install, erect, operate, maintain, repair or remove poles, wires, cables, conduits, transformers, enclosures, and other fixtures, appurtenances and facilities necessary for the proper delivery of electric power services and/or communication services, or both, together with free and unlimited access to, ingress and egress in, from, and all over points of said Easement without notice, as is necessary for the full use, occupancy and enjoyment of said Easement.

6. Each party represents and warrants to the other that each has full authority to enter into this Agreement and, in the case of the City of Vineland, representation is made that approval of and execution of this Agreement is expressly authorized by the adoption of a formal Resolution by City Council of the City of Vineland.

7. This Agreement shall be exclusively governed by the laws of the State of New Jersey.

8. This Agreement shall be recorded in the Office of the Clerk of Cumberland County, and Bokma shall bear all costs incident to the recording of this instrument.

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals to this document, effective as of the date set forth above.

Witness/Attest:

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MICHAEL W. BOKMA

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JANIS M. BOKMA

CITY OF VINELAND

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KEITH PETROSKY, City Clerk

BY: \_\_\_\_\_  
ANTHONY FANUCCI, Mayor