

CITY OF VINELAND, NJ

RESOLUTION NO. 2024- 354

RESOLUTION AMENDING RESOLUTION NO. 2024-170
AND APPROVING AN AMENDED AND RESTATED
BOUNDARY LINE AGREEMENT WITH THE OWNERS OF
822 N. BREWSTER ROAD, BLOCK 2505, LOT 4.

WHEREAS, on May 14, 2024 Vineland City Council approved a Boundary Line Agreement between the City of Vineland and Janis and Michael Bokma to correct a 12.46 foot gap, between the northerly boundary line of the Bokma property, Block 2505, Lot 4 and southerly side of the public right-of-way of Simonelli Road.

WHEREAS, the 12.46 foot gap was disclosed by a survey obtained by Bokma in connection with a minor subdivision of Block 2505, Lot 4 which showed the 12.46 foot gap extended between the Bokma property and Simonelli right-of-way as well as privately owned property to the east of said right-of-way.

WHEREAS, the legal description attached to the Boundary Line Agreement was incorrect as it included the gap between the Bokma property and privately owned property to the east of the Simonelli Road right-of-way.

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, and the preamble set forth in Resolution No. 2024-170 are incorporated herein as though fully set forth at length herein;

BE IT FURTHER RESOLVED, that the proposed Amended and Restated 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:

President of Council

ATTEST:

City Clerk

Prepared by:
Michael J. Guccio, Esq.
Michael Guccio Law Limited Liability Company
727 Landis Avenue, Vineland, NJ 08360
856-457-7705

AMENDED AND RESTATED BOUNDARY LINE AGREEMENT

THIS AGREEMENT, effective as of August _____, 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.

9. This Agreement is being recorded to correct an error in the legal description contained in the Boundary Line Agreement dated June 3, 2024, and recorded in the Cumberland County Clerk's Office on June 7, 2024 in Book 4256, Page 5334 as Instrument No. 695187.

10. This Agreement shall supersede the June 3, 2024, Boundary Line Agreement recorded in the Cumberland County Clerk's Office on June 7, 2024, in Book 4256, Page 5334 as Instrument No. 695187. The June 3, 2024, Boundary Line Agreement may now be discharged of record. This means that the June 3, 2024, Boundary Line Agreement is now canceled and void.

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:

MICHAEL W. BOKMA

JANIS M. BOKMA
CITY OF VINELAND

KEITH PETROSKY, City Clerk

BY: _____
ANTHONY FANUCCI, Mayor

STATE OF NEW JERSEY, COUNTY OF CUMBERLAND ss:

I certify that on _____, 2024, MICHAEL W. BOKMA and JANIS M. BOKMA personally came before me and acknowledged under oath, to my satisfaction, that these persons:

- (a) are named in and both of them personally signed the attached document, and
- (b) signed, sealed and delivered this document as their act and deed.

(Notary)

STATE OF NEW JERSEY, COUNTY OF CUMBERLAND ss:

I CERTIFY that on _____, 2024, KEITH PETROSKY personally came before me, and this person acknowledged, under oath, to my satisfaction:

- (a) This person is the City Clerk of the City of Vineland, the Municipal Corporation named as "City of Vineland", a party in this Agreement;
- (b) This person is the attesting witness to the signing of this Agreement by the proper Municipal Corporate Officer, who is Anthony R. Fanucci, the Mayor of the City of Vineland;
- (c) This Agreement was signed and delivered by the City of Vineland as its voluntary act, duly authorized by proper Ordinance adopted by its City Council;
- (d) This person knows the proper seal of the Municipal Corporation, which was affixed to this Agreement;
- (e) This person signed this proof to attest to the truth of these facts; and
- (f) The full and actual consideration paid or to be paid for the transfer of title is \$0.00. (Such consideration is defined in NJSA 46:15-5.)

Keith Petrosky, City Clerk

Sworn and subscribed to before me this
_____ day of _____, 2024.

(Notary)

EXHIBIT A

**DEED DESCRIPTION
LOT LINE ADJUSTMENT FOR
BLOCK 2505 LOT 4
CITY OF VINELAND, CUMBERLAND COUNTY, NEW JERSEY**

ALL THAT CERTAIN tract or parcel of land situate in the City of Vineland, County of Cumberland, State of New Jersey, shown as "12.46' Deed Gap to be added to Lot 4" on a plan entitled "822 N. Brewster Road; Block 2505, Lot 4; Plan of Lot Line Adjustment Plan; City of Vineland, Cumberland County, New Jersey", prepared by Goodwin Surveying, LLC and dated April 29, 2024, more particularly described as follows:

BEGINNING at a point in the Easterly line of Lot 20, Block 2505, said point being the following two (2) courses from the intersection of the center line of Brewster Road (50 feet wide) with the center line of Maple Avenue (50 feet wide), as shown on the above-mentioned plan;

a. Along said center line of Brewster Road (50 feet wide), North 03 degrees 51 Minutes 44 seconds East, a distance of 1768.64 feet to a point; thence

b. Along the Northerly line of Lot 4, Block 2505, North 86 degrees 08 minutes 16 seconds West, a distance of 971.02 feet to the point of Beginning; thence

1. Along the Easterly line of Lot 20, Block 2505, North 03 degrees 51 minutes 44 seconds East, a distance of 12.46 feet to a point on the Southerly line of Simonelli Road (50 feet wide); thence

2. Along said Southerly line of Simonelli Road (50 feet wide), South 86 degrees 08 minutes 16 seconds East, a distance of 416.06 feet to a point; thence

3. South 03 degrees 51 minutes 44 seconds West, a distance of 12.46 feet to a point on the Northerly line of Lot 4, Block 2505; thence

4. Along said Northerly line of Lot 4, Block 2505, North 86 degrees 08 minutes 16 seconds East, a distance of 416.06 feet to the point and place of Beginning.

BEING a "12.46' Deed Gap to be added to Lot 4" on the above-mentioned plan.

CONTAINING: 5184.11 Square feet, 0.12 Acres.

Subject to a 10.00 foot wide Electro-Communications Easement as shown on the above-mentioned plan.

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Said described lands being subject to easements, restrictions and agreements of record and such facts as may be disclosed in a full and accurate Title Search and Survey into the property-in-question and the immediate adjoiners.

Anthony J. Goodwin
Professional Land Surveyor
NJ License No. 24GS04343900
April 29, 2024