

CITY OF VINELAND, NJ

ORDINANCE NO. 2025- 30

ORDINANCE AUTHORIZING THE ACQUISITION OF A UTILITY EASEMENT BY CONDEMNATION OVER AND ACROSS THE LANDS OF D&D KUZMICZ CONSTRUCTION LLC ON E. OAK ROAD, KNOWN AS BLOCK 2401, LOT 3 AND BLOCK 2401, LOT 2.05.

WHEREAS, D&D Kuzmicz Construction LLC is the fee simple owner of vacant property on E. Oak Road known as Block 2401, Lot 3 and Lot 2.05 on the Tax Map of the City of Vineland (the Property) and plans on constructing homes on each of the Lots; and

WHEREAS, an easement across the Property, as depicted on the survey attached as **Exhibit A**, is necessary for the erecting, constructing, maintaining, operating, renewing, upgrading, modifying, inspecting, protecting and the continued operation of a 12 inch, high pressure water main across Block 2401, Lot 3; and

WHEREAS, the water utility requires a 10 foot easement on either side of the water main on Block 2401, Lot 3 which is located 4.35 feet from the eastern boundary of Block 2401, Lot 2.05;

WHEREAS, prior to the construction on Lot 3 and Lot 2.05 and sale of the homes to third parties, it is essential that the City of Vineland acquires an access easement for the water main to allow the Water Department continued access to the water main and a valve located on Lot 3.

WHEREAS, appraisals dated February 3, 2025, but not transmitted to the City until March 10, 2025, performed by Errett Vielehr, MAI (Robert M. Sapio Real Estate Appraisal and Consulting, LLC) valued the easement across Block 2401, Lot 3 to be \$3,500.00, and the easement across Block 4216, Lot 2.05 to be \$2,500.00; and

WHEREAS, D&D Kuzmicz Construction, LLC was provided with a copy of the appraisal for both easements and rejected the proposed purchase of the easements for the appraised value; and

WHEREAS, N.J.S.A. 20:3-6 requires that prior to filing a condemnation action, a formal good faith offer to purchase the easements be made to the property owner; and

WHEREAS, continued operation of the 12 inch water main across Block 2401, Lot 3 is necessary to provide continued water service to numerous customers of the water utility.

WHEREAS, City Council finds it to be in the public interests of the City of Vineland to acquire the easement across the property by way of condemnation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Solicitor of the City of Vineland, or his designee, is authorized to take any and all action that is reasonable or necessary, including the making of a good faith offer to purchase the easements for the appraised amounts and the exercise of the City's right of eminent domain, to acquire a permanent easement on, over, under, upon and across lands of D&D Kuzmicz Construction, LLC described below, for the purpose of erecting, constructing, maintaining, operating, renewing, upgrading, modifying, inspecting, protecting and the continued operation of a 12 inch, high pressure water main across Block 2401, Lot 3 from the pumping station to the south of the Property to E. Oak Road, together with the free right to enter and depart over and across the area of the easement.

The property to be subject to the easement is 10 feet on each side of the water main, extending from the lands of Southern RR Co. of NJ to the south to E. Oak Road to the north, across the portion of Block 2401, Lot 2.05 and Block 2401, Lot 3 as individually described in **Exhibit B** and fully described as follows:

BEGINNING at an intersection of the southerly line of East Oak Road (50 feet wide) with the centerline of a water line; said water line being South 76° 38' 22" East, 4.73 feet from an Iron bar found for a corner at the division line between Lots 2 and 3 of Block 2401; thence

(1) along said southerly line of East Oak Road, South 76° 38' 22" East, 10.12 feet, to a point for a corner; thence

(2) over the lands of Lot 3 of Block 2401, South 04° 12' 05" West, 170.98 feet, to a point for a corner; thence

CITY OF VINELAND, NJ

(3) along the northerly line of land of Southern Railroad Company of New Jersey (Block 2419, Lot 1), South 62° 13' 55" West, 23.56 feet, to a point for a corner; thence

(4) over the lands of Lot 2 of Block 2401, North 04° 12' 05" East, 186.68 feet, to a point for a corner; thence

(5) along said southerly line of East Oak Road, South 76° 38' 22" East, 10.12 feet, to the Place of Beginning.

CONTAINING 0.08 of an acre of land.

BEING known as a 20 feet wide utility easement over part of Lots 2 and 3 Lot of Block 2401, as shown on the City of Vineland Tax Assessment Map.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Mayor and Clerk are authorized to execute any and all documents necessary for the acquisition of a 20 foot access easement as depicted on the Easement Plan attached hereto, across Block 2401, Lot 3 for \$3,500.00 and Block 2401 Lot 2 for \$2,500.00, upon the terms and conditions set forth in the Agreement attached as **Exhibit C**, subject to such non-material changes as recommended by the City Solicitor.

BE IT FURTHER ORDAINED that the acquisition of the easement described above is for a public purpose.

BE IT FURTHER ORDAINED, that if D& D Kuzmicz Construction LLC does not timely accept the good faith offer, the Solicitor's office is authorized to initiate a condemnation action in Superior Court of New Jersey, and the filing/recording of a Notice of Taking and depositing an amount equal to the good faith offer (\$6,000.00) with the Court.

BE IT FURTHER ORDAINED that the City of Vineland is authorized to acquire the easement for \$6,000.00 or such other price as established by the Commissioners appointed by a Court of competent jurisdiction.

This Ordinance shall take effect upon adoption and publication according to law.

Passed first reading: April 8, 2025

Passed final reading: April 22, 2025

President of Council pfs

Approved by the Mayor:

Acting Mayor rpt

ATTEST:

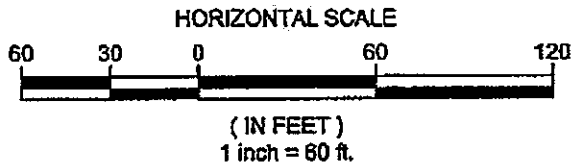
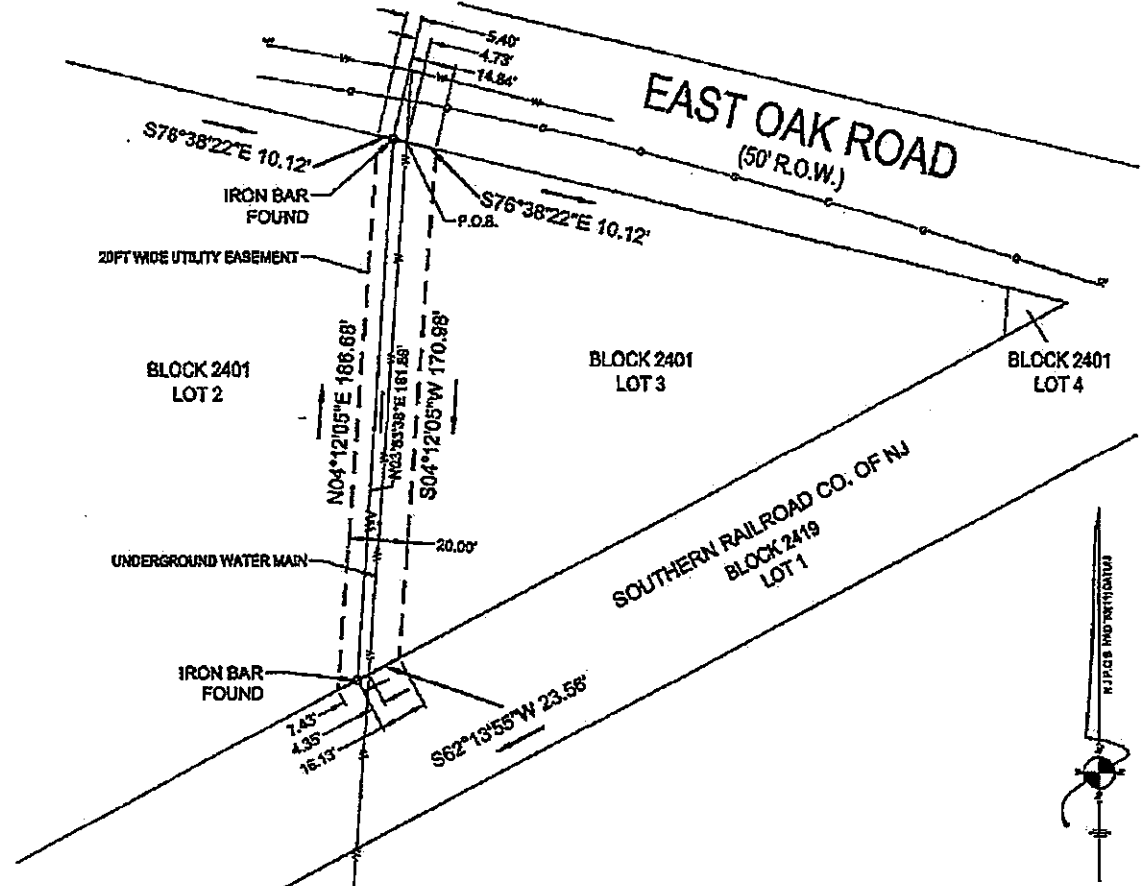
City Clerk rgf

EXHIBIT A

CITY OF VINELAND, CUMBERLAND COUNTY

GENERAL NOTES:

1. TAX MAP REFERENCE:
CITY OF VINELAND
SHEET 24
BLOCK 2401
LOTS 2 & 3
2. HORIZONTAL DATUM IS BASED ON NEW JERSEY PLANE
COORDINATE SYSTEM GRID VALUES IN U.S. SURVEY
FEET, NAD '83('11).
3. PROJECT DATUMS WERE ESTABLISHED BY KEYNET RTK
GPS.
4. FIELD SURVEY PERFORMED BY FRALINGER
ENGINEERING ON 09-11-2024.



20' WIDE EASEMENT PLAN	
PREPARED FOR THE CITY OF VINELAND	
MUNICIPALITY: CITY OF VINELAND	PROJECT #: 31338.00
COUNTY: CUMBERLAND COUNTY	CADD FILE #: 31338.00_EASEMENT.DWG
STATE: NEW JERSEY	DATE: 09-25-2024
SCALE: 1"=60'	DRAWN BY: BLF


THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS CORPORATION AND/OR ITS EMPLOYEES ARE NOT LIABLE FOR ERRORS OR OMISSIONS RESULTING FROM THIS CONDITION.

NO FRESHWATER WETLANDS, AS DEFINED BY THE NEW JERSEY "FRESHWATER WETLANDS PROTECTION ACT" (N.J.S.A. 13:9B-1), ARE INTENDED TO BE SHOWN OR DELINEATED AS PART OF THIS SURVEY.

THIS PLAT DOES NOT SHOW OR INTEND TO SHOW ANY NONRECORDED EASEMENTS OR RIGHTS-OF-WAY.

ONLY COPIES FROM THE ORIGINAL MAP OF THIS PLAT, CLEARLY MARKED WITH THE APPROPRIATE PROFESSIONAL'S EMBOSSED SEAL, SHALL BE CONSIDERED TO BE VALID COPIES.

THE ORIGINAL OF THIS DRAWING IS THE PROPERTY OF FRALINGER ENGINEERING, INC.



**Fralinger
Engineering** PA

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528 Shiloh Pike
Bridgeton, NJ 08302
Phone: (856) 451-2990
Fax: (856) 451-8536

www.fralinger.com

GUY M. DE FABRITES, P.L.S., P.P.

PROFESSIONAL LAND SURVEYOR N.J. LIC. NO. 246803484900
PROFESSIONAL PLANNER N.J. LIC. NO. 33300468800



DATE

gdefabrites@fralinger.com

BLOCK 2401
LOTS 2 & 3



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EXHIBIT B

Civil Engineering
Land Use Planning & Design
Site Engineering
Traffic Engineering
Land Surveying
Municipal Engineering
Soils Investigation
NJDOT/NJDEP Permitting
Septic System Design
Wetlands Delineation
Planning/Zoning Board Representation
3D Laser Scanning

DEED DESCRIPTION
20 FEET WIDE UTILITY EASEMENT
OVER PART OF LOT 2 OF BLOCK 2401

ALL that certain part and parcel of land situate, lying, and being in the City of Vineland, County of Cumberland, State of New Jersey and being more particularly described as follows:

BEGINNING at an iron bar found for a corner in the southerly line of East Oak Road, (50 feet wide); said Iron bar being the division line between Lots 2 and 3 of Block 2401; thence

(1) along said division line, South 03° 53' 38" West, 181.89 feet, to an iron bar found for a corner; thence

(2) along the northerly line of land of Southern Railroad Company of New Jersey (Block 2419, Lot 1), South 62° 13' 55" West, 7.43 feet, to a point for a corner; thence

(3) over the lands of Lot 2 of Block 2401 and parallel and distant 10 feet from the center of a water line located on Lot 3 of Block 2401, North 04° 12' 05" East, 186.68 feet, to a point for a corner; thence

(4) along said southerly line of East Oak Road, South 76° 38' 22" East, 5.40 feet, to the Place of Beginning.

CONTAINING 0.02 of an acre of land.

BEING known as a Part of a 20 feet wide Utility Easement over Part of Lot 2 of Block 2401, as shown on the City of Vineland Tax Assessment Map.

Guy M. DeFabriles
Professional Land Surveyor
New Jersey License No. 34843
Date: September 26, 2024
Project No.: 31338.00



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Civil Engineering
Land Use Planning & Design
Site Engineering
Traffic Engineering
Land Surveying
Municipal Engineering
Soils Investigation
NJDOT/NJDEP Permitting
Septic System Design
Wetlands Delineation
Planning/Zoning Board Representation
3D Laser Scanning

DEED DESCRIPTION
20 FEET WIDE UTILITY EASEMENT
OVER PART OF LOT 3 OF BLOCK 2401

ALL that certain part and parcel of land situate, lying, and being in the City of Vineland, County of Cumberland, State of New Jersey and being more particularly described as follows:

BEGINNING at an iron bar found for a corner in the southerly East Oak Road (50 feet wide); said iron bar being the division line between Lots 2 and 3 of Block 2401; thence

(1) along said southerly line of East Oak Road, South 76° 38' 22" East, 14.84 feet, to a point for a corner; passing over the center of a water line, 4.73 feet from the beginning of this course; thence

(2) over the lands of Lot 3 of Block 2401 and parallel and distant 10 feet from the center of said water line, South 04° 12' 05" West, 170.98 feet, to a point for a corner; thence

(3) along the northerly line of land of Southern Railroad Company of New Jersey (Block 2419, Lot 1), South 62° 13' 55" West, 16.13 feet, to an iron bar found for a corner; passing over the center of a water line 4.35 feet from the end of this course; thence

(4) along said division line between Lots 2 and 3 of Block 2401, North 03° 53' 38" East, 181.89 feet, to the Place of Beginning.

CONTAINING 0.06 of an acre of land.

BEING known as a Part of a 20 feet wide Utility Easement over Part of Lot 3 of Block 2401, as shown on the City of Vineland Tax Assessment Map.

Guy M. DeFabrites
Professional Land Surveyor
New Jersey License No. 34843
Date: September 26, 2024
Project No.: 31338.00

EXHIBIT C

Prepared by/Return to:
CITY OF VINELAND
640 E. Wood Street
P.O. Box 1508
Vineland, NJ 08362-1508

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT (hereinafter “**Agreement**”) is made and entered into as of this _____ day of _____, 2025 by and between D&D Kuzmicz Construction, LLC (hereinafter “**Grantor**”), and the City of Vineland (hereinafter “**Grantee**”).

WHEREAS, the Grantor covenants and warrants that Grantor is the owner in fee simple of lands in the City of Vineland, County of Cumberland and State of New Jersey, on the Tax Map of the City of Vineland designated as: Block 2401, Lot 3 of the tax map of the City of Vineland (Tract 1), and Block 2401, Lot 2.05 of the tax map of the City of Vineland (Tract 2); and

WHEREAS, the Grantee maintains a 12 inch high pressure water main across Block 2401, Lot 3, which is 4.35 feet from the eastern boundary of Block 2401, Lot 2.05, and requires a permanent easement, 10 feet on either side of the water main for erecting, constructing, maintaining, operating, renewing, upgrading, modifying, inspecting, protecting and the continued operation of the water main and valve together with appurtenant uses through a portion of the land of the Grantor, identified as Block 2401, Lot 3 and Block 2401, Lot 2.05 (hereinafter “**Property**”) as depicted on the Survey hereby incorporated by reference and made a part hereof as **Exhibit A**, and as described by **Exhibit B**.

NOW THEREFORE, for and in consideration of Six Thousand (\$6,000.00) and other good and valuable consideration, the Grantor does by these presents grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns, forever and full perpetual and exclusive right to the following permanent easements located in the City of Vineland, County of Cumberland, and State of New Jersey, and being more particularly described in **Schedule B** attached hereto and incorporated herein. Grantor shall receive said consideration, subject to the satisfaction of any encumbrances, immediately upon closing.

BEING a portion of the same lands and premises for which title initially became vested in Grantor by deed from the City of Vineland dated May 20, 2024, recorded May 8, 2024 in the Cumberland County Clerk/Register’s Office in Book No. 4255, Page No. 3975 as to Lot 3; and by Subdivision deed from D&D Kuzmicz Construction LLC, dated February 27, 2024, recorded March 6, 2024, in the Clerk’s office of the County of Cumberland, New Jersey, in Book No. 4252, Page No. 9648 as to Lot 2.05.

GRANTOR grants and conveys to the Grantee, and to Grantee's heirs, successors, legal representatives and assigns an easement in perpetuity in, under, through, upon, over and across the said Property. Grantee is provided full rights, privileges and authority for the Grantee, its agents, contractors, employees and servants to enter upon the same from time to time, without notice to Grantor, with free and unlimited access as is deemed reasonably necessary or proper in the exclusive discretion and sole judgment of the Grantee for the erection, construction, maintenance, operation, renewal, upgrading, modifying, inspect, replace, inspection, and operation of the water main and valve, including the right to trim or fell trees, shrubs or brush in or upon said Property.

GRANTOR covenants not to convey any other easement or property right that shall conflict with the rights and privileges conveyed to the Grantee under this Agreement.

GRANTOR shall indemnify and hold the Grantee harmless from all claims, suits or actions of every kind or character made upon or brought against Grantee, its officers, employees, servants and agents for or on account of any injuries or damages that arise from the consequence of any willful or negligent act or omission, or tortious act or omission of Grantor, and its representative and assigns, employees, agents or subcontractors, regarding the easement.

GRANTEE shall, at its own cost and expense, erect, construct, maintain, operate, renew, upgrade, modify, inspect, replace, inspect, and operate the water main and valve. Grantee shall perform all work in a workmanlike manner, and covenants that any damage to the land or the premises of the Grantor directly resulting from this work shall be promptly repaired and restored to its condition immediately prior to damage at the sole cost and expense of the Grantee. Grantee shall be solely responsible for the maintenance and repair of the Easement Area, except for ordinary maintenance, unrelated to the purpose of the easement, such as mowing the grass.

GRANTEE shall further provide Grantor the right to enjoy the use of the surface of the Property in a manner that will not interfere with the intended use of the Property for the Project. Grantor shall not construct, place or permit any buildings, fences, pavement, shrubs, trees, vegetation other than grass, or any other improvements or personal property in, under, through, over or across the easement area without first obtaining written approval of the Grantee; nor shall Grantor remove, replace or otherwise compromise any improvement installed by Grantee.

THE EASEMENT agreements, conditions, covenants and promises herein contained are intended to run with the land and shall endure perpetually and be binding upon the heirs, executor, administrators, personal and legal representatives, successors in interest, and assigns of the respective parties.

THIS AGREEMENT is the entire agreement between the parties. Any modification of this Agreement must be in writing and signed by both parties. This Agreement is legally binding upon the Grantor and all who lawfully succeed the Grantor; and said promises under this Agreement can be enforced by the Grantee.

TO HAVE AND TO HOLD, the said interests herein expressed to be hereby granted unto and to the use of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

D&D Kuzmicz Construction LLC

_____	_____ (SEAL)
Witness	Daniel Kuzmicz, Member
_____	_____ (SEAL)

STATE OF :
 :SS
COUNTY OF :

BE IT REMEMBERED that on this _____ day of _____, 202__, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Daniel Kuzmicz, Managing Member of D&D Kuzmicz Construction, LLC, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said Limited Liability Company, that the signature of the said Daniel Kuzmicz is in his own proper handwriting, and the seal affixed is the common and corporate seal of said corporation, and that this his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Members of the Limited Liability Company.

GIVEN under my Hand and Seal of office, the day and year first above written.

Notary Public/Attorney at Law

**City of Vineland
640 E. Wood Street
P.O. Box 1508
Vineland, NJ 08362-1508**

CITY OF VINELAND, NEW JERSEY

Approved this _____ day of _____ 20 _____

(SEAL)

Witness

BY: _____
Robert S. Dickenson

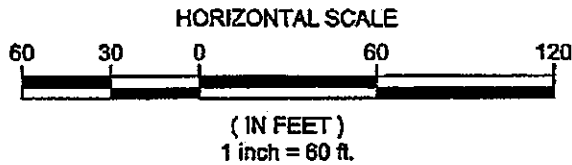
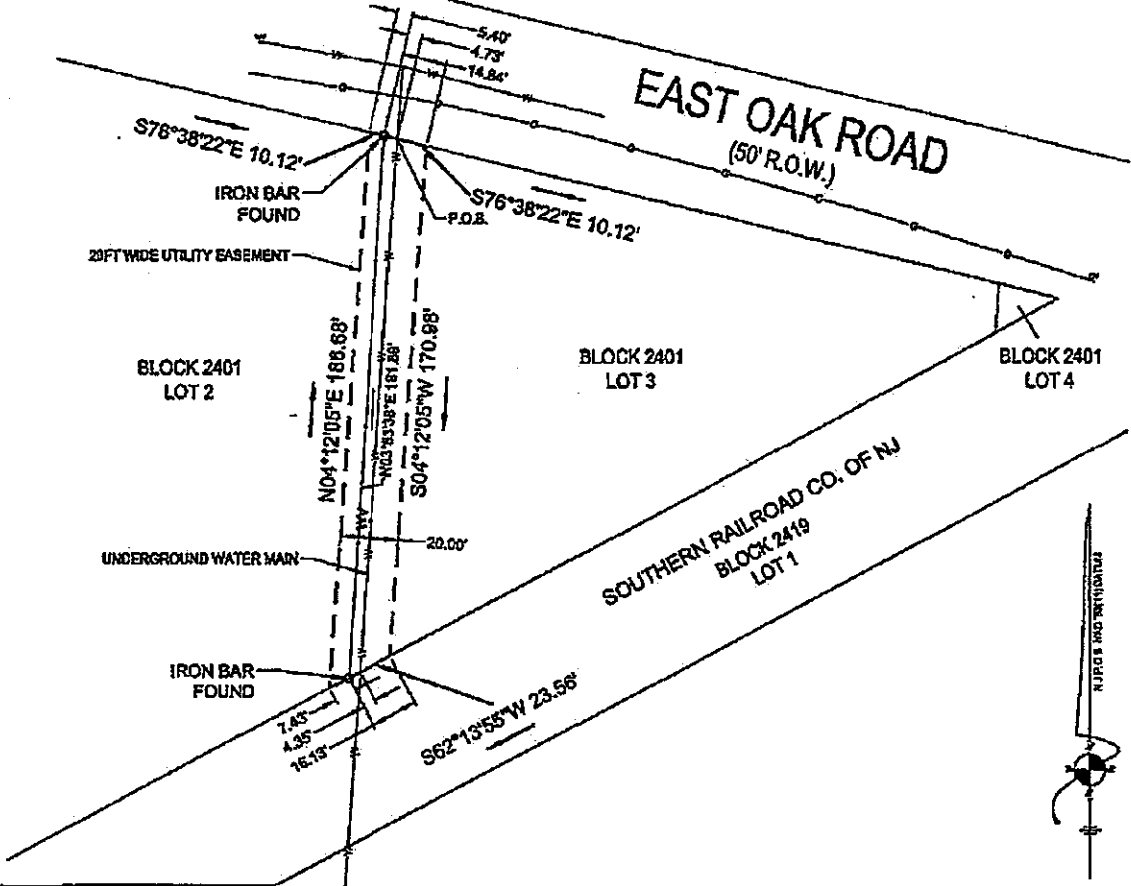
TITLE: Business Administrator

SCHEDULE A

CITY OF VINELAND, CUMBERLAND COUNTY

GENERAL NOTES:

1. TAX MAP REFERENCE:
CITY OF VINELAND
SHEET 24
BLOCK 2401
LOTS 2 & 3
2. HORIZONTAL DATUM IS BASED ON NEW JERSEY PLANE COORDINATE SYSTEM GRID VALUES IN U.S. SURVEY FEET, NAD '83('11).
3. PROJECT DATUMS WERE ESTABLISHED BY KEYNET RTK GPS.
4. FIELD SURVEY PERFORMED BY FRALINGER ENGINEERING ON 09-11-2024.



20' WIDE EASEMENT PLAN	
PREPARED FOR	
THE CITY OF VINELAND	
MUNICIPALITY: CITY OF VINELAND	PROJECT #: 31338.00
COUNTY: CUMBERLAND COUNTY	CAOD FILE #: 31338.00_EASEMENT.DWG
STATE: NEW JERSEY	DATE: 09-25-2024
SCALE: 1"=60'	DRAWN BY: BLF

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GUY M. DE FABRITES, P.L.S., P.P.

PROFESSIONAL LAND SURVEYOR N.J. LIC. NO. 24G808484300
PROFESSIONAL PLANNER N.J. LIC. NO. 33L300489800

DATE

gdefabrites@fralinger.com

**BLOCK 2401
LOTS 2 & 3**



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SCHEDULE B

Civil Engineering
Land Use Planning & Design
Site Engineering
Traffic Engineering
Land Surveying
Municipal Engineering
Soils Investigation
NJDOT/NJDEP Permitting
Septic System Design
Wetlands Delineation
Planning/Zoning Board Representation
3D Laser Scanning

DEED DESCRIPTION
20 FEET WIDE UTILITY EASEMENT
OVER PART OF LOTS 2 AND 3 OF BLOCK 2401

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BEGINNING at an intersection of the southerly line of East Oak Road (50 feet wide) with the centerline of a water line; said water line being South 76° 38' 22" East, 4.73 feet from an iron bar found for a corner at the division line between Lots 2 and 3 of Block 2401; thence

(1) along said southerly line of East Oak Road, South 76° 38' 22" East, 10.12 feet, to a point for a corner; thence

(2) over the lands of Lot 3 of Block 2401, South 04° 12' 05" West, 170.98 feet, to a point for a corner; thence

(3) along the northerly line of land of Southern Railroad Company of New Jersey (Block 2419, Lot 1), South 62° 13' 55" West, 23.56 feet, to a point for a corner; thence

(4) over the lands of Lot 2 of Block 2401, North 04° 12' 05" East, 186.68 feet, to a point for a corner; thence

(5) along said southerly line of East Oak Road, South 76° 38' 22" East, 10.12 feet, to the Place of Beginning.

CONTAINING 0.08 of an acre of land.

BEING known as a 20 feet wide utility easement over part of Lots 2 and 3 Lot of Block 2401, as shown on the City of Vineland Tax Assessment Map.

Guy M. DeFabriles
Professional Land Surveyor
New Jersey License No. 34843
Date: September 24, 2024
Project No.: 31338.00