

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

ORDINANCE #2026-11

Title: **AN ORDINANCE AUTHORIZING THE EXECUTION OF AN OFFER TO CONVEY TEMPORARY WORK AREA EASEMENTS TO THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES ARMY CORPS OF ENGINEERS IN CONNECTION WITH THE CAPE MAY CANAL PROJECT**

WHEREAS, the Township of Lower is the owner of certain real property identified as Block 753.25, Lot 2, located adjacent to the Cape May Canal; and

WHEREAS, on August 18, 2025, the Township Council adopted Resolution 2025-293 authorizing the United States Army Corps of Engineers to enter upon the above referenced property in order to conduct site studies and evaluations in connection with Cape May Canal improvement project; and

WHEREAS, the United States of America, acting by and through the United States Army Corps of Engineers, now requires temporary work area easements over certain portions of the Township owned property to complete the anticipated improvements and renovations to the Cape May Canal to enhance shore protection; and

WHEREAS, the Temporary Work Area Easements are identified in the Offer to Convey Temporary Work Area Easement, attached hereto as Exhibit A, as Tract Nos. A50E-1, A50E-2, and A50E-3, consisting of approximately 6,263 square feet, 910 square feet, and 13 square feet, respectively, as more particularly described in Exhibit A attached to the attached Offer to Convey; and

WHEREAS, the Temporary Work Area Easements will permit the United States, its representatives, agents, and contractors, for a period not to exceed thirty-six (36) months beginning with the date possession of the land is granted to the United States, to use the easement areas as work areas, including the right to move, store, and remove equipment and supplies, erect and remove temporary structures, perform work necessary and incident to the construction of the Cape May Canal Project, and trim, cut, fell, and remove trees, underbrush, obstructions, vegetation, structures, or obstacles within the limits of the right-of-way; and

WHEREAS, pursuant to N.J.S.A. 40A:12-13, the conveyance or granting of an easement or other interest in municipal real property must be authorized by ordinance; and

WHEREAS, the Township Council of the Township of Lower has determined that authorizing the execution of the Offer to Convey Temporary Work Area Easement and any associated documents necessary to grant the temporary work area easements to the United States of America, acting by and through the United States Army Corps of Engineers, is in the best interests of the Township and promotes the health, safety, and general welfare of the public.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey as follows:

Section 1. The recitals set forth above are incorporated herein as if set forth at length:

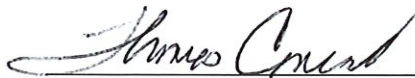
Section 2. The Mayor, Township Manager, Township Clerk, and/or their appropriate designees are hereby authorized to execute the attached Offer to Convey Temporary Work Area Easement, together with any easement deed, certificate of authority, title documents, closing documents, recordation documents, and any other associated documents deemed necessary or appropriate to grant the temporary work area easements described herein to the United States of America, acting by and through the United States Army Corps of Engineers, in connection with the Cape May Canal Project.

Section 3. The temporary work area easements authorized herein shall apply to Tract Nos. A50E-1, A50E-2, and A50E-3, as more particularly described in Exhibit A to the Offer to Convey Temporary Work Area Easement, and shall be subject to the terms and conditions set forth in the Offer to Convey Temporary Work Area Easement and Exhibit B thereto.

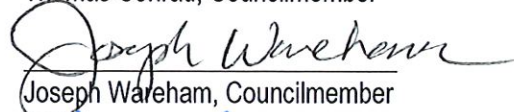
Section 4. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 5. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

Section 6. This Ordinance shall become effective 20 days after final passage and publication according to law.



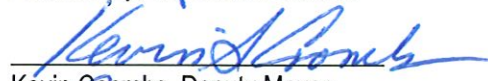
Thomas Conrad, Councilmember



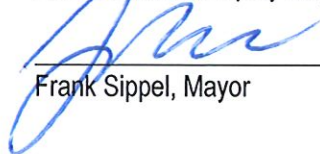
Joseph Wareham, Councilmember



Roland Roy, Jr. Councilmember




Kevin Coombs, Deputy Mayor



Frank Sippel, Mayor

First Reading: June 1, 2026

Adopted: June 15, 2026

Attest: 
Karen Fournier, Township Clerk

DEPARTMENT OF THE ARMY
OFFER TO CONVEY TEMPORARY WORK AREA EASEMENT

Project: CAPE MAY CANAL

Tract No.: A50E-1, A50E-2, A50E-3

Contract No.: DACW31-7-26-0832

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to convey to the United States of America and its assigns, easements as set forth in Exhibit B, in, upon, over, and across that those certain tracts of land described in Exhibit A attached hereto and made part(s) hereof.

The terms and conditions of this offer are as follows:

(1) The vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or electronically transmitting a notice of acceptance to the Vendor at the address stated below, at any time within three (3) months from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay to the Vendor for said easement and rights the sum of ZERO DOLLARS (\$0.00) payable upon acceptance of this offer and approval of the Vendor's title, provided the Vendor can execute and deliver a good and sufficient easement deed with warranty of title conveying said easement and rights to the United States of America and its assigns, free and clear from all liens and encumbrances, said conveyance to be subject only to the existing easements and rights set forth in said Exhibit B.

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to The United States and the procurement of the necessary title evidence.

(4) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said easement and rights by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said easement and rights; agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the purchase price for the easement and rights and shall be pro rated among all persons having an interest in this property as their respective interests may appear; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for payment for the right of occupancy and use hereinafter provided for in paragraph (7).

(5) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the easement The United States has been accepted by the United States through its duly authorized representative or until the right of occupancy and use of the

land, as hereinbelow provided for, has been exercised by The United States; and, in the event that such loss or damage occurs before the risk of loss has passed to the United States, the United States may, without liability, refuse to accept conveyance of the easement or it may elect to accept the easement.

(6) The Vendor hereby grants to the United States the right of immediate occupancy and use of the land in which said easements set forth in Exhibit B is to be granted for the purpose of exercising any of the rights described in said easements from and after acceptance by the United States of this offer until such time as the rights established in the easement expire.

(7) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed of easement to The United States and to execute any instrument deemed necessary to convey to The United States any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interest of such spouse therein.

(8) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

(9) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(10) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

(THIS AREA INTENTIONALLY LEFT BLANK)

SIGNED, SEALED, AND DELIVERED this 16 day of June, 2026.

Michael Laffey
Michael Laffey (Printed)
TOWNSHIP OF LOWER
TOWNSHIP MANAGER

Michael Laffey
Name (Signed)

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:

TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, New Jersey 08251

MLaffey@Townshipoflower.org
Email

609-886-2005
Phone Number

ACCEPTANCE OF OFFER TO CONVEY A TEMPORARY WORK AREA EASEMENT

Date: _____

The offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.

WARREN Q. LARIVIERE
Chief, Management & Disposal Branch
Real Estate Contracting Officer

Approved for sufficiency of funds in the amount of: \$00,000.00

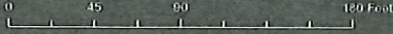
Financial Analyst
Real Estate Division

Date

EXHIBIT A : MAPPING & LEGAL DESCRIPTIONS



| FEATURE | ESTATE | AREA_sq_ft |
|---------|------------------------------|------------|
| A49E | Temporary Work Area Easement | 421 |
| A50E-1 | Temporary Work Area Easement | 6263 |
| A50E-2 | Temporary Work Area Easement | 910 |
| A50E-3 | Temporary Work Area Easement | 13 |



REAL ESTATE PROJECT PLANNING MAP

PROJECT NAME
Cape May Canal

PROJECT TYPE
USACE CIVIL WORKS
Operations and Maintenance

LEGEND

- PUBLIC ROW
- TOWNSHIP OF LOWER
- CMC_Parcel

| DATE | REVISION | BY |
|------|----------|----|
| | | |

U.S. ARMY CORPS OF ENGINEERS
BALTIMORE DISTRICT
REAL ESTATE DIVISION
BALTIMORE, MARYLAND

PROJECT FILE: CAPEMA
CREATED BY: RTS
DATE: 10 JUL 2025

PLATE: **R-1**

LEGAL DESCRIPTION

Tract A50E-1– Temporary Work Area Easement

All that certain portion of land situated in the State of New Jersey, Cape May County, Township of Lower, being a portion of Parcel Number 0505_753.25_2, and more particularly bounded and described as follows:

Beginning at a point in said Parcel, having the following coordinates: N 45177.47, E 375946.44; thence,

South 67°58'07" East 27.03 feet; thence,
South 38°20'10" East 14.07 feet; thence,
South 8°11'49" East 25.42 feet; thence,
South 23°52'58" West 33.38 feet to a point in the southerly Parcel line; thence running and binding to said Parcel line the following three courses:

North 67°37'10" West 66.12 feet; thence,
North 22°14'10" East 22.79 feet; thence,
North 67°37'10" West 27.59 feet; thence leaving said Parcel line and crossing said Parcel the following three courses:

North 28°36'31" East 38.02 feet; thence,
South 76°15'02" East 10.03 feet; thence,
North 12°55'42" East 46.84 feet to another point on said Parcel line, said point being on the division line of Newport Drive cul-de-sac right-of-way; thence running and binding to said division line,

By a curve to the left having a radius 49.98 feet, an arc length of 28.68 feet, subtended by a chord bearing South 85°22'38" East 27.82 feet to another point on said right-of-way line; thence leaving said division line and re-crossing said Parcel,

South 12°57'03" West 55.71 feet to the Point of Beginning containing 0.14 of an acre (6,263 square feet), more or less.

The coordinates, distances and bearings used herein are from U.S. Army Corps of Engineers Philadelphia District project design as shown on a drawing entitled, "Cape May, New Jersey, Cape May County, Newport Drive Bank Stabilization Site Plan Newport Rad/Bayshore Drive" issue/submittal date: March 2025, Sheet Number C-101, based on the New Jersey State Plane Coordinate System (NAD83 US Feet).

LEGAL DESCRIPTION

Tract A50E-2 – Temporary Work Area Easement

All that certain portion of land situated in the State of New Jersey, Cape May County, Township of Lower, being a portion of Parcel Number 0505_753.25_2, and more particularly bounded and described as follows:

Beginning at a corner in said Parcel line, said corner having the coordinates: N 45,194.29, E 375,802.72; thence running and binding to said division line the following course,

North 22°15'53" East 18.78 feet; thence leaving said Parcel line and crossing said Parcel,

South 56°39'11" East 98.72 feet to another point in said Parcel line; thence running and binding to said division line,

North 67°37'02" West 96.88 feet to the Point of Beginning containing 0.02 of an acre (910 square feet), more or less.

The coordinates, distances and bearings used herein are from U.S. Army Corps of Engineers Philadelphia District project design based on the New Jersey State Plane Coordinate System (NAD83 US Feet; an adjoining area to the drawing entitled, "Cape May, New Jersey, Cape May County, Newport Drive Bank Stabilization Site Plan Newport Rad/Bayshore Drive" issue/submittal date: March 2025, Sheet Number C-101, based on the New Jersey State Plane Coordinate System (NAD83 US Feet).

LEGAL DESCRIPTION

Tract A50E-3– Temporary Work Area Easement

All that certain portion of land situated in the State of New Jersey, Cape May County, Township of Lower, being a portion of Parcel Number 0505_753.25_2, and more particularly bounded and described as follows:

Beginning at a corner in said Parcel line, said corner having the following coordinates: N 45,290.35, E 375,711.31; thence running and binding to said line the following course,

North 21°50'01" East 3.38 feet; thence leaving said line and crossing said Parcel,

South 44°16'32" East 8.53 feet to another point in said Parcel line; thence,

North 67°37'05" West 7.8 feet to the Point of Beginning containing 0.0003 of an acre (13 square feet), more or less.

The coordinate, distances and bearings used herein are from U.S. Army Corps of Engineers Philadelphia District project design based on the New Jersey State Plane Coordinate System (NAD83 US Feet), an adjoining area to the drawing entitled, "Cape May, New Jersey, Cape May County, Newport Drive Bank Stabilization Site Plan Newport Rad/Bayshore Drive" issue/submittal date: March 2025, Sheet Number C-101, based on the New Jersey State Plane Coordinate System (NAD83 US Feet).

EXHIBIT B

TEMPORARY WORK AREA EASEMENT.

A temporary easement and right-of-way in, on, over and across (the land described in Exhibits A) (Tracts Nos. **A50E-1, A50E-2, and A50E-3**), for a period not to exceed 36 months, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a (borrow area) (work area), including the right to (borrow and/or deposit fill, spoil and waste material thereon) (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Cape May Canal Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way.

CERTIFICATE OF AUTHORITY

I, Karen S. Fournier, certify that I am the Township Clerk
(Name) (Secretary or Attesting Officer)
of the Township of Lower, named as grantee/lessee/licensee herein;
(Agency Name)
that Michael Laffey, who signed this Agreement on behalf
(Officer Name)
of said Township of Lower, was then Township Manager
(Agency Name) (Officer Title)
of the Agency; and that said Agreement was duly signed for and on behalf of
the Township of Lower by authority of its governing body and is
(Agency Name)
within the scope of its statutory powers.

Signed, Karen S Fournier
Secretary or Attesting Officer

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.