



Approved as to Form and Legality

Date Adopted

Committee

Salem County Counsel

March 7, 2019

Public Works

RESOLUTION APPROVING TEMPORARY SIDEWALK RIGHT OF WAY EASEMENT

WHEREAS, the New Jersey Department of Transportation has determined that a need exists to reconstruct an existing public sidewalk on a property owned by the County of Salem located along Route 130 at Lot 9, Block 90 on the Tax Map of the Borough of Penns Grove, County of Salem; and

WHEREAS, the County of Salem, being the owner of said property, desires to give, for the nominal consideration of \$500.00, a temporary easement to the New Jersey Department of Transportation for the purpose of reconstructing said sidewalk; and

WHEREAS, the New Jersey Department of Transportation has prepared an Agreement of Sale to be entered into with the County of Salem for said purpose; and

WHEREAS, the aforementioned Agreement of Sale has been reviewed and approved by Salem County Counsel and the County Engineer;

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem that (1) the attached Agreement of Sale and Right of Way Purchase Contract is approved based upon the recommendation of legal counsel and the County Engineer; and (2) the Director of the Board is authorized to sign the Agreement in execution of same according to law.


 CHARLES V. HASSLER, Freeholder
 Chair, Economic Development/ Public Works Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on March 7, 2019.


 STACY L. PENNINGTON
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
G. Ostrum, Jr.	✓					✓
C. Hassler	✓				✓	
L. Ware	✓					
R.S. Griscom	✓					
B. Laury	✓					

✓ Indicates Vote

Department Initials

Form RE 11 A1

Project: Rt. 130 Plant Street to High Hill Road
(CR 662), M.P. 0.20 to M.P. 10.98
Route: 130 Section: 2
Parcel: E43A, E43B

AGREEMENT OF SALE

AGREEMENT MADE THIS _____ DAY OF _____, 2019

BETWEEN _____ **Salem County Board of Freeholders**

HEREINAFTER REFERRED TO AS **THE SELLERS**,

WHOSE ADDRESS IS: **94 Market St Salem NJ 08079-**

AND

THE STATE OF NEW JERSEY, BY THE COMMISSIONER OF TRANSPORTATION

HEREINAFTER REFERRED TO AS **THE STATE**,

THE SELLERS AGREE TO CONVEY TO THE STATE **DEED OF EASEMENT**, WITH COVENANT AGAINST GRANTORS ACTS, FREE AND CLEAR OF ALL ENCUMBRANCES EXCEPT AS MAY BE PROVIDED FOR IN THE PARCEL DESCRIPTION ATTACHED TO THIS AGREEMENT, AND THE STATE AGREES TO PURCHASE FROM THE SELLERS,

FOR THE SUM OF \$500.00 (Five Hundred Dollars and Zero Cents)

Certain land and premises in the Municipality of **Penns Grove Borough**, in the COUNTY of **Salem** and STATE OF NEW JERSEY, described in Schedule "A" and Exhibit "B", which are attached.

Prepared for the State by _____

Mark Cucchiaro

INITIALS _____

ENVIRONMENTAL ADDENDUM TO
RIGHT OF WAY PURCHASE CONTRACT
FOR COMMERCIAL / INDUSTRIAL

1. (a) Seller(s) represent(s) the following to the best of Seller('s) knowledge and belief: (i) the property is in compliance with all applicable local, state and federal laws, regulations, ordinances, permits, orders, and directives regarding pollutants, contaminants, hazardous waste, materials and/or substances (hereinafter collectively referred to as "contamination") or solid waste; (ii) there is no pending or contemplated proceeding or administrative action arising out of the environmental condition of the property except as provided in subparagraph (c); and (iii) the property has never been remediated; except as provided in subparagraph (c).

(b) Seller further represents that: (I) he has/they have not discharged any hazardous substances or waste; (ii) he has/they have no knowledge of any discharge of hazardous substances or waste on the property; (iii) he/they did not deposit or cause to be deposited solid waste on the property; and (iv) he has/they have no knowledge of the presence of solid waste on or buried in the property; except as provided in subparagraph (c).

(c) The following exceptions to subparagraph (a) and (b) are noted: None

2. The sale price set forth in this agreement assumes there is no contamination and/or solid waste present on the property above actionable levels in excess of current applicable standards as required by the Department of Environmental Protection ("DEP"). However, where the existence of contamination or solid waste is noted in paragraph 1(c) above actionable levels as established by DEP, the sale price reflects the anticipated remediated condition of the property and not its present condition.

3. Seller shall not be relieved of any legal obligations pursuant to federal or state statutes or regulations or under common law resulting from the presence of contamination or solid waste on the property as of the date of closing or the date of vacation of the property by all occupants, whichever is later. The Department of Transportation ("DOT") does not accept any liability or responsibility of Seller(s) or any occupant. Pursuant to N.J.S.A.58:10-23.11g(d)(4), DOT is not liable for the cleanup and removal costs of any discharge which occurred or began prior to DOT's ownership.

4. The DOT shall be responsible only for the actual costs of conducting a preliminary environmental screening and assessment of the property, which shall be limited to inspection for the presence of contamination as distinguished from determining the source and extent of contamination. The failure of this screening to detect contamination or the presence of solid waste shall not be a bar to any future recovery action by the DOT in the event contamination or solid waste is discovered.

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5. The provisions of this addendum shall survive the transfer of title. The DOT does not waive any rights that it may have to pursue administrative remedies or to bring suit under applicable federal or state statutes or regulations or under common law and hereby reserves the right to do so in the event any contamination or solid waste is discovered which preexisted the closing of title.

6. This contract was negotiated pursuant to the Eminent Domain Law of 1971 and is the result of bona fide negotiation.

7. This agreement will not in any way affect the jurisdiction of the DEP over the subject property.

8. The parties agree that the following remediation and/or removal of solid waste as noted in subparagraph 1(c) will be handled as follows

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Form RE 11C2 Easement

Buyer and Seller(s) agree to the following:

1. The cash consideration herein agreed to is to be considered by both parties as payment in full of all claims of whatever nature against the State, including claims by the Seller(s), their successors, assigns, tenants, lessees, or anyone acting in their behalf, for damages resulting from this acquisition. This consideration does not include payment for damages caused by the State's contractor on property retained by the Seller.
2. This agreement shall not be binding upon the State until it is formally accepted by the Commissioner of Transportation or his duly authorized representative. The State will provide the seller with a copy of this agreement after it has received the necessary approval. The State will also prepare and submit the necessary deed and other instruments of conveyance to the seller within 90 days of the transmittal of the approved agreement to the seller.
3. The State, pursuant to N.J.S.A. 20:3-26, will reimburse the seller for reasonable expenses incidental to conveying title. Attorney fees are not reimbursable.
4. The attached environmental addendum is made a part of this agreement and its terms shall not merge with the deed and shall survive the closing of title.
5. After this agreement is signed by the seller, the seller will not permit anyone to acquire an interest in the Seller's property unless such interest is subject to this easement.
The deed of easement will provide that the Seller retains all other rights to use the Property, which is subject to the easement, for any legal purpose not inconsistent, contrary or in conflict with the terms of this easement as described in Schedule "A". Maintenance of the property, which is subject to the easement, shall remain the obligation of the seller except to the extent stated otherwise.
6. The Seller shall not be in arrears in the payment of any real estate taxes, assessments or other municipal liens at the time of payment by the Buyer.
7. The seller shall cause the easement to be properly released, satisfied or discharged from all tenancies, mortgages, judgments and other encumbrances and shall furnish proper evidence of having done so and shall execute and deliver an affidavit of title to the State. However, the State's acquisition will be subject to all public utility easements.
8. The seller shall transfer the interest being acquired by the State in this agreement within 30 days from the date the instruments of conveyance were received from the State.
9. Payment pursuant to this agreement shall be made upon receipt of the properly executed instruments of conveyance together with all proofs which are required to convey clear title. Upon payment, the State shall be given use of the easement as described in Schedule A.

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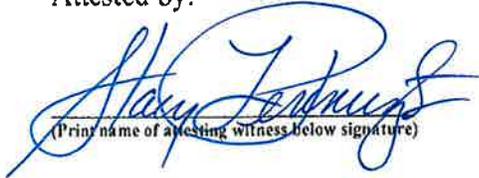
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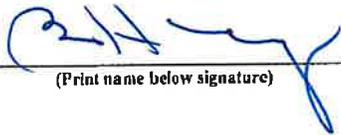
Signature

This Agreement is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page.

Attested by:

Salem County Board of Freeholders


(Print name of attesting witness below signature)

By 
(Print name below signature)

Corporate Acknowledgment

STATE OF NEW JERSEY

) **SS.:**

COUNTY OF

I CERTIFY that on _____, 20____, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ Secretary of _____ the corporation named in this Agreement;
- (b) this person is the attesting witness to the signing of this agreement by the proper corporate officer who is _____;
- (c) this Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person signed this proof to attest to the truth of these facts;

Secretary

Sworn to and subscribed before me the date aforesaid

Notary Public of

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SCHEDULE A

The Easements in certain land and premises situate, lying and being in the Borough of Penns Grove, in the County of Salem and State of New Jersey and particularly described as follows:

Parcels E43A and E43B, as indicated on a map entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, GENERAL PROPERTY PARCEL MAP, ROUTE 130 (1953) SECTION 2, ROUTE 295 TO PERKINTOWN ROAD, Showing Existing Right Of Way And Parcels To Be Acquired In The Township of Pennsville, Carney's Point and Oldman's And Borough of Penns Grove, County of Salem, May 2018"; and as shown more particularly on a map attached hereto and made part hereof marked: "Exhibit B" entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE 130 (1953) SECTION 2, ROUTE 295 TO PERKINTOWN ROAD, Parcels E43A and E43B, Borough of Penns Grove, County of Salem, May 2018"; and also being Construction Project ROUTE 130, PLANT STREET TO HIGH HILL ROAD (CR662) – CONTRACT NUMBER 000114140.

Parcels E43A and E43B at about Station 175+85 and Station 177+95 (Existing Route 130 (1953) Baseline Stationing), respectively, consisting of a temporary right to enter upon the lands of the owner or its assigns within the Temporary Sidewalk Easement with personnel, equipment and materials for the following purposes:

- to reconstruct existing public use sidewalk at the locations shown on the aforesaid map.
- to grade a supporting slope in order to support the sidewalk work.
- to regrade any asphalt areas which are directly impacted by the sidewalk work to the extent needed to properly connect with the public use sidewalk and meet ADA requirements.

The right to enter and to perform the work set forth above extends as far as the lines marked "Temporary Sidewalk Easement Line", as shown on the aforesaid map. All proposed changes and work will be constructed as illustrated on the aforesaid map;

This Temporary Right shall begin from the Date of Notice from the State's Resident Engineer and shall terminate upon completion of said work, which shall be for a duration of two (2) Months;

At the completion of the sidewalk construction work for the above parcel, any disturbance will be restored in a workmanlike manner by installing asphalt at locations shown as bituminous parking lot;

The owner or its assigns shall have responsibility for maintenance of the sidewalk upon completion of the work in accordance with law;

Being also known as a Temporary Sidewalk Easement in Lot 9, Block 90, Tax Map of the Borough of Penns Grove, County of Salem;

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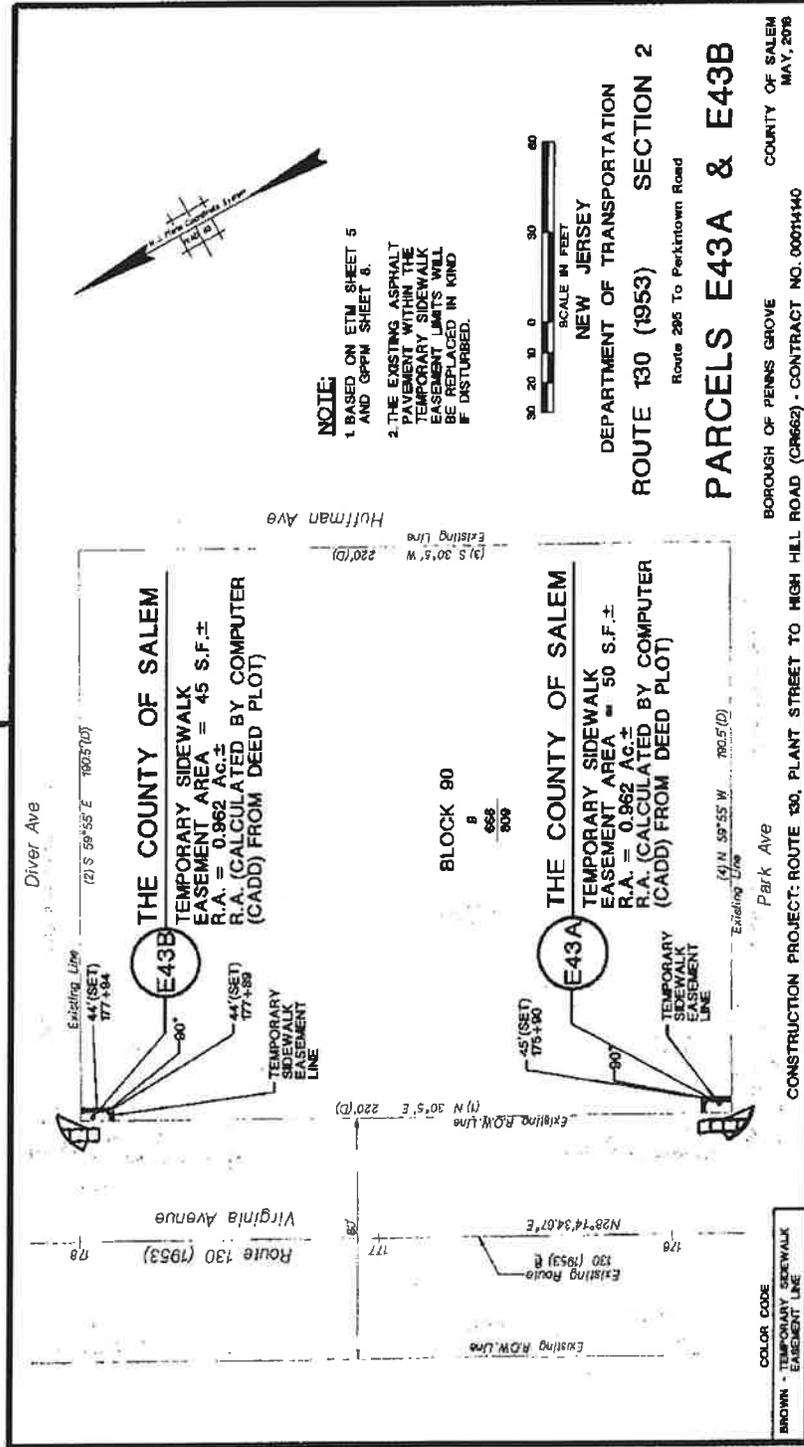
SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises;

The above described premises are color-coded "Exhibit B" in the following manner: Brown - Temporary Sidewalk Easement Line.

INITIALS _____

PREPARED BY:
AMERSON CORPORATION

REVISION OR AMENDMENT:



NOTE:
1. BASED ON STM SHEET 5 AND OPPM SHEET 6.
2. THE EXISTING ASPHALT PAVEMENT WITHIN THE TEMPORARY SIDEWALK EASEMENT LIMITS WILL BE REPLACED IN KIND IF DISTURBED.



NEW JERSEY
DEPARTMENT OF TRANSPORTATION
ROUTE 130 (1953) SECTION 2
Route 295 To Perkiotown Road
PARCELS E43A & E43B

BOROUGH OF PENNS GROVE COUNTY OF SALEM
CONSTRUCTION PROJECT: ROUTE 130, PLANT STREET TO HIGH HILL ROAD (CR662) - CONTRACT NO. 00014140
MAY, 2018

INITIALS _____