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Jurisdiction and Transfer

Agreement between the New Jersey

Department of Transportation and Gloucester County

This Agreement made this 09th day of December ~~November~~ 2008, by  and between the New Jersey Department of Transportation (NJDOT), a principal department of the State of New Jersey and the County of Gloucester (County).

WHEREAS, by Determination and Order dated September 30, 1955, the State Highway Commissioner took over from the County certain sections of county roads and designated those sections to form part of State Highway Route U.S. 322 (Exhibit A, attached hereto); and

WHEREAS, the NJDOT wants to return to the County all rights and interests in certain sections of U.S. Route 322 taken over by the Determination and Order such sections being designated as lying between mileposts 8.46 through 15.2 and between mileposts 17.4 through 17.75 (Exhibit B, attached hereto); and

WHEREAS, the NJDOT also wishes to convey to the County ownership

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in certain parcels of land as designated in this Agreement (Exhibit C, attached hereto), subject to the restriction that the parcels be used only for transportation purposes, such parcels being adjacent to or in the vicinity of the roadway sections listed above and such parcels being excess property upon the return of the roadway sections to the County; and

WHEREAS, the County wishes to accept the return of the roadway sections and ownership of the property designated herein and assume jurisdiction and control over all such property; and

WHEREAS, both the NJDOT and County believe it to be in the public interest and the best interests of the NJDOT and County to enter into this transfer Agreement in order to effectively manage the transportation system of the County and State, control congestion and promote controlled economic growth and development; and

WHEREAS, the NJDOT is authorized to enter into this Agreement pursuant to N.J.S.A. 27:1a-5, N.J.S.A. 27:7-21, and N.J.S.A. 12-1 et seq. And the County is authorized to enter into this Agreement pursuant to the Resolution adopted by the Gloucester County Board of Chosen Freeholders on November 25, 2008.

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NOW THEREFORE, in consideration of the promises and mutual covenants and representations contained herein the parties hereby agree as follows:

1. The NJDOT shall transfer back to the County all rights and interests in U.S. Route 322, between mileposts 8.46 through 15.2 and mileposts 17.4 through 17.75, (hereinafter, collectively, the ATransfer Sections@), which were taken over by the State Highway Commissioner pursuant Determination and Order dated September 30, 1955 (Exhibit A, attached). Such transfer shall be accomplished by Determination and Order of the Commissioner and shall be effective upon the Commissioner=s signing of the Order. As of the effective date of the Order, the Transfer Sections shall no longer be part of the State Highway System. The location of the Transfer Sections is show on the map attached hereto as Exhibit B.
2. The NJDOT shall transfer to the COUNTY title to the properties listed in Exhibit C attached hereto. (hereinafter the Transfer Sections), with the exception

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of Property Numbers 3,4,9 15 and 17, title to which were never acquired by the NJDOT for the reasons listed in Exhibit C. The transfer shall be by bargain and sale deed with covenants and shall contain a reverter limiting the use of the Transfer Parcels to transportation purposes. The consideration to be paid by the County for the transfer shall be one dollar \$1.00. The County shall record the deeds and pay all required recording fees.

3. The Transfer Date shall be the date on which both the interests of the NJDOT in the Transfer Sections and the NJDOT=s ownership of the Transfer Parcels are totally transferred to the County. Within 60 days of the execution of this Agreement by both parties, the parties shall agree upon such Transfer Date. As of the Transfer Date, the County shall assume ownership of the Transfer Parcels and jurisdiction, control and maintenance responsibilities over both the Transfer Parcels and Transfer Sections, subject to all applicable federal and State laws and regulations.

(A) Maintenance for purposes of the Agreement is defined as the upkeep of the highway area and includes, but

is not limited to, upkeep of pavement, shoulders, curb, drainage, berms, slopes, guiderail, signs, sign structures, traffic signals, lighting, delineators, pavement makings, mowing, landscaping, fencing, snow removal, ice control, litter pick up and graffiti control.

(B) Control for purposes of this Agreement is defined as the regulation and management of the highway area and includes, but is not limited to controlling access, reviewing permits for roadway openings, driveway and utilities, reviewing all proposed geometric changes, and other regulatory and management functions, subject to applicable federal and state laws and regulations.

4. Except as to warranties to title contained in the deeds for the Transfer Parcels and the provisions of paragraph 5, below, regarding environmental remediation, the Transfer Parcels and Transfer Sections are conveyed to the County Aas is@, and the NJDOT shall have no responsibility to the County for the condition of the property.

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5. As between the County and the NJDOT, the County shall be responsible for the remediation of any contamination or hazardous material that existed on the Transfer Sections or Transfer Parcels prior to the September 30, 1955, and for the remediation of any contamination or hazardous material discharged on the Transfer Sections or Transfer Parcels after the Transfer Date. As between the County and the NJDOT, the NJDOT shall be responsible for the remediation of any contamination or hazardous material discharged on the Transfer Sections between September 30, 1955 and the Transfer Date, and for the remediation of any contamination or hazardous material discharged on the Transfer Parcels between the date the ownership of the particular Transfer Parcel passed to the NJDOT and the Transfer Date.

6. The NJDOT shall be responsible pursuant to the terms of the New Jersey Tort Claims Act, N.J.S.A. 59:13-1 et seq., for its own actions and actions of its employees for claims for personal injury or property damage arising from its ownership or other interest in the Transfer Parcels and Transfer Sections occurring prior to the

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Transfer Date, but subsequent to September 30, 1955. The NJDOT shall also be responsible pursuant to the terms of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq for contractual claims arising from its ownership or other interest in the Transfer Parcels and Transfer Sections occurring prior to the Transfer Date, but subsequent to September 30, 1955.

7. The County shall be responsible pursuant to the terms of the New Jersey Tort Claims Act, N.J.S.A. 59:13-1 et seq, for its own actions and actions of its employees for claims for personal injury or property damage arising from its ownership or other interest in the Transfer Parcels and Transfer Sections occurring after the Transfer Date, or prior to September 30, 1955.
8. The County shall defend, indemnify, protect and save harmless the State of New Jersey, its officers and employees from and against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature, including but not limited to personal injury claims, wrongful death claims, property damage claims,

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contractual liability claims and statutory violation claims arising out of or claimed to arise out of any matter or action of whatsoever nature occurring on the Transfer Parcels or Transfer Sections after the Transfer Date or arising from any action of the County, its employees or agents with regard to the Transfer Parcels and Transfer Sections after the Transfer Date.

9. The County shall make an application to the NJDOT prior to the Transfer Date for a permit for the connection of the County route to the State Highway.
10. No Commissioner, Freeholder, officer, employee or agent of the parties to this Agreement shall be held personally liable under any provision of this Agreement or because of its execution or because of any breach or alleged breach of this Agreement.
11. Nothing in this Agreement shall be construed to create any third party beneficiary rights.
12. The obligations of the NJDOT under this Agreement are subject to appropriations and the availability of funds.

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13. All disputes regarding this Agreement shall first be submitted to the Commissioner of Transportation or his designee and the Chief Engineer of the County or his designee for administrative resolution. If the parties are unable to reach a resolution regarding the dispute, or if either party believes that the administrative dispute process has reached an impasse, either party may declare the administrative dispute process terminated, and both parties may pursue all remedies available to them at law or in equity.

14. All notices regarding this Agreement shall be in writing and sent by regular mail:

If to the NJDOT:

NJDOT Commissioner's Office

PO Box 600

Trenton, NJ 08625

If to the County:

Office of the County Engineer

1200 N. Delsea Drive

Clayton, NJ 08312

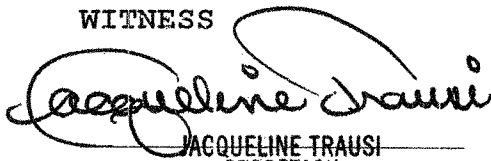
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15. This Agreement may be modified in writing signed by both parties.

16. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in effect and enforceable to the fullest extent permitted by law in order to effectuate the intent of the parties to this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year first written above.

WITNESS



JACQUELINE TRAUSI
SECRETARY
NEW JERSEY
DEPARTMENT OF TRANSPORTATION
WITNESS

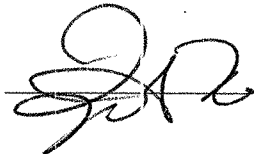
NEW JERSEY DEPARTMENT OF TRANSPORTATION

By:



STEPHEN DILTS
Commissioner, NJDOT
COUNTY OF GLOUCESTER

By:

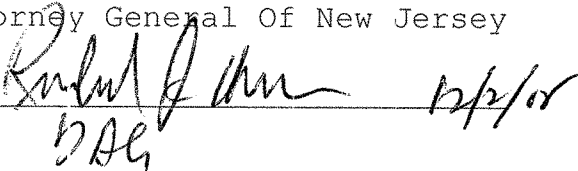


This document has been reviewed

and approved as to form.

Attorney General Of New Jersey

By:



12/2/08
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WHEREAS, under the provisions of R.S. 27:6-1 the State Highway Commissioner may take over any routes, route or part thereof, of those highways designated by the act to be taken over as State Highways and

WHEREAS, Route U.S. 322 being one of the new routes designated in 1953 which is composed of portions of Legislated Routes 5-44, 51, 42 and 48 Extending from the Bridgeport Ferry to Atlantic City

NOW, THEREFORE, I Dwight R. G. Palmer, State Highway Commissioner, acting for and in the name of the State of New Jersey do Determine and do hereby Order, that those 3 stretches of roadway shown in red generally in the attached plan; and, as will be shown in detail on the pertinent right of way plans, briefly described below, be taken over as a part of Route U.S. 322 (1953) of the State Highway System;

PART 1, That portion of Gloucester County Route 33, legislated as part of State Highway Route 51 beginning at the Woolwich-Harrison Township Line, and extending thence eastwardly about 2 1/2 miles to State Highway Route 45 (1927)

PART 2, Legislated as part of State Highway Route 51; beginning at the intersection of Gloucester County Route 22 & State Highway Route 45 (1927) at Mullica Hill and extending thence eastwardly, about 6.1 miles over Part of County Route 22 and County Route 46 to West Street in the Boro of Glassboro, thence still eastwardly along said West Street about 0.4 miles to State Highway Route 47 (1927)

PART 3, Beginning at the intersection of High Street & State Highway Route 47 (1927) in the Boro of Glassboro and extending thence eastwardly along High Street & Gloucester County Route 36, about 6 miles to Gloucester County Route 52, thence Southeastwardly along Gloucester County Route 52 about 0.2 miles, to Poplar Street in Williamstown thence eastwardly along Poplar Street about 0.2 miles to State Highway Route 42 (1927).

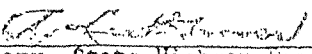
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AND BE IT ORDERED, that notice be given that the right is hereby reserved, in accordance with the provisions of R.S. (27:7-6) to abandon or vacate at some future date all or any portion of the roads described above.

AND BE IT FURTHER ORDERED, that the Townships of Harrison and Monroe, the Boro of Glassboro and the County of Gloucester be given notice that they are required to file with the State Highway Department within thirty (30) days hereof, any agreements or copies of franchises they may have with any public utility or other company, firm, individual, or corporation affecting the construction, maintenance or use of the above described roads.

AND BE IT STILL FURTHERED ORDERED, that a copy of this Determination and Order be certified by the Secretary of the State Highway Department and by him forwarded to the Townships of Harrison and Monroe, the Boro of Glassboro and the County of Gloucester.

I hereby certify the above to be a true copy of a Determination and Order made by State Highway Commissioner, Dwight H. G. Palmer on the ^{SEP 30 1955} day of 1955.


Secretary, State Highway Department

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EXHIBIT C

October 8, 2008

Property Number	Municipality	Route	Section	Parcel(s)	Current Block/Lot(s)	Acquired From	DB/PG
1.	Harrison Twp.	322	5	1	45 / 2.01	Leonard	2240-62
2.	Harrison Twp	322	5	E2A1,E2B1, E2C1	45 / 2	Gersham	2329-204
3.	Harrison Twp	322	5	2A2,2B2,2C2		Dedication not consummated with the State	
4.	Harrison Twp	322	5	3		No record of DT being recorded , LP found in Lis Pendens Book 16 page 1063	
5.	Harrison Twp	322	5	4	49 / 4.01	Grimshaw	2231-238
6.	Harrison Twp	322	5	5	49 / 4.02	Leeds	2240-15
7.	Harrison Twp	322	5	6	49 / 4	Wilson	2307-23
8.	Harrison Twp	322	5	7	49 / 4.03	Pinzka	2241-191
9.	Harrison Twp	322	5	8A, 8B		Dedication not consummated with the State by Hargreen Associates	
10.	Harrison Twp	322	6	1A	See Below*	Franklin Holding Corp.	1361-872
11.	Harrison Twp	322	6	1A	See Below*	Elrond Corp. & Cardinal Development as Mullica Hill Associates Joint Venture	1367-1055
12.	Harrison Twp	322	6	1B	58.01 / 1 & 57.03 / 1	Franklin Holding Corp.	1361-872
13.	Harrison Twp	322	6	1B	58.01 / 1 & 57.03 / 1	Elrond Corp. & Cardinal Development as Mullica Hill Associates Joint Venture	1367-1055
14.	Harrison Twp	322	6	1C	See Below**	Pamat Corporation	1519-1089
15.	Harrison Twp	322	6	2		Dedication not consummated with the State by John Capanna	
16.	Harrison Twp	322	6	4A	No current Block / Lot	Paparone Housing Company	3034-60
17.	Harrison Twp	322	6	4B		Dedication not consummated with the State by Paparone Housing Company	
18.	Boro of Glassboro	322	7	1	No current Block / Lot	Rynhart, being part of parcel acquired as parcel 8 { Xenidis } by DB: 3601-111	1178-193
19.	Boro of Glassboro	322	7	4	18 / 14	Klotz	3663-15
20.	Boro of Glassboro	322	7	5	1 / 12	Rowan University	3643-267
21.	Boro of Glassboro	322	7	6	1 / 13	Rowan University	3643-261
22.	Boro of Glassboro	322	7	7A	18 / 15	Borough of Glassboro	3691-307
23.	Boro of Glassboro	322	7	7B	15 / 5	F.H. of Glassboro, LLC	3770-266
24.	Boro of Glassboro	322	7	8	1 / 14	Xenidis, part of parcel acquired as parcel 1 above	
25.	Boro of Glassboro	322	7	9A & 9B	18 / 1	Goodman	3765-215
26.	Boro of Glassboro	322	7	10	15 / 1	Ivy Housing, L.L.C.	3953-236
27.	Boro of Glassboro	322	7	11	16 / 11	Batten	3814-261
28.	Boro of Glassboro	322	7	12	15 / 1	Rowan College	3737-82

* Route 322 Section 6 Parcel 1A:
 Block: 57.03, part of lots 9, 10, 12, 13 & 14
 Block: 57.01, part of lots 1, 3, & 4

** Route 322 Section 6 Parcel 1C:
 Block: 57.01, part of lots 30, 31 & 32
 Block: 58.01, part of lots 8, 9 & 14

AGM'T. #4657

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