

WEST DEPTFORD TOWNSHIP

RESOLUTION 2016- 245

RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING EXECUTION OF A FIFTY FOOT (50') WIDE PERMANENT NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND SUNOCO PIPELINE L.P. ON A PORTION OF LAND KNOWN AS BLOCK 328, LOT 7 IN THE TOWNSHIP OF WEST DEPTFORD

WHEREAS, Sunoco Pipeline L.P., a Texas Limited Partnership (hereinafter referred to as "Sunoco") has a need to construct, lay, maintain, operate, repair, alter, protect, replace and remove a pipeline and any appurtenant above-ground markers; and

WHEREAS, the objective of the permanent easement is for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, in, over, through, across, under and along a portion of the land owned by the Township of West Deptford; and

WHEREAS, the Township of West Deptford (hereinafter referred to as "Township") owns Block 328, Lot 7; and

WHEREAS, the attached Permanent Easement Agreement outlines the terms and conditions for the work to be performed by Sunoco on a portion of the lands owned by the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of West Deptford, County of Gloucester, and State of New Jersey as follows:

1. That the Township Committee does hereby authorize and approve the execution of the attached Fifty Foot (50') wide Permanent Non-Exclusive Easement Agreement between the Township of West Deptford and Sunoco Pipeline L.P.

2. That the Mayor and/or Township Administrator be and is hereby authorized to execute said Permanent Easement on behalf of the Township.

ADOPTED at the meeting of the Township Committee of the Township of West Deptford held on September 21, 2016.

TOWNSHIP OF WEST DEPTFORD



DENICE DICARLO, Mayor

ATTEST:



LEE ANN DEHART, Acting Municipal Clerk

CERTIFICATION

I, Lee Ann DeHart, Acting Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on September 21, 2016.



LEE ANN DEHART, Acting Municipal Clerk

This instrument prepared by

James E. Franciscus

PERMANENT EASEMENT

By This Permanent Easement ("Easement"), dated September 21, 2016, the Township of West Deptford, a Municipal Corporation of the State of New Jersey, whose mailing address is 400 Crown Point Road, West Deptford, NJ 08086-0089 (hereinafter referred to as "Grantor", whether one or more), for the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby forever grant, bargain, sell and convey unto **Sunoco Pipeline L.P.**, a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"), a non-exclusive fifty foot (50') wide free and unobstructed permanent easement in order to construct, lay, maintain, operate, repair, alter, protect, replace and remove a pipeline (the "Pipeline") and any appurtenant above-ground markers, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof in, over, through, across, under, and along land owned by the Grantor described in the attached **Exhibit "A"** (the "Permanent Easement"), attached hereto.

Grantor also hereby grants, bargains, sells and conveys unto Grantee a temporary construction easement, not to exceed fifty feet (50') in width immediately adjacent to the Permanent Easement area and additional temporary work space, if any, (collectively, the "Temporary Easement"), at such locations as substantially shown on the attached **Exhibit "A"**, in order to construct the Pipeline in, over, through, across, under, and along the Property, and to otherwise exercise the rights granted to Grantee provided herein. The term of the Temporary Easement shall be for a period to extend thirteen (13) months from the date of construction commencement, which is expected to be from November 1, 2016 until December 31, 2017. However, if Grantee has completed its use of this Temporary Easement prior to the thirteen (13) month period and so states in writing, then the Temporary Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Easement shall only apply to the Temporary Construction Easement while same is in effect. The Permanent Easement and Temporary Easement (collectively, the "Easements") lie and are located in lands owned by Grantor described as follows:

Block 328, Lot 7, being a portion of the property owned by Grantor, containing 190.47 acres, more or less, being more specifically described in the Deed dated January 19, 1999 and recorded in Deed Book 2957, Page 237, in the office of the Recorder of Deeds of Gloucester County, State of New Jersey (the "Property").

It is further agreed as follows:

1. Grantee shall have the right of entry, access, ingress and egress in, to, through, on, over, under and across the lands of Grantor for any and all purposes reasonably necessary for and/or incident to Grantee's exercise of the rights granted to it by this Easement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good a condition as existed prior to use by Grantee.
2. Grantee will, insofar as reasonably practicable, level, re-grade and reseed the ground disturbed by Grantee's use of the Easements and will construct and maintain soil conservation devices on the Easements immediately after the initial disturbance of the soil and maintain them throughout construction as may be reasonably required to prevent soil erosion from the construction of the Pipeline. Grantee shall obtain any necessary permits from the Gloucester County Soil Conservation District and New Jersey Department of Environmental Protection for the initial construction and installation of the Pipeline and provide a copy of said permits to Grantor.
3. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere

with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping in excess of twenty-four inches (24") in height. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Easements are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. In the event the terms of this paragraph are violated, Grantor shall have thirty (30) days in which to eliminate such violation upon receipt of written notice from Grantee, except in case of emergency when Grantee shall have the right to immediately correct or eliminate such violation without liability to Grantor for damages.

4. Grantee has the right, but not the obligation, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines, to remove possible hazards thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline and appurtenant facilities or conflict with governmental regulations. All trees, brush and other debris caused by construction shall be chipped and spread on the Easements or removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any tree, brush or tree limbs upon the Permanent Easement as a result of its exercise of its rights under this paragraph.

5. Except as otherwise expressly set forth herein, Grantee hereby agrees to indemnify and hold harmless West Deptford Township, and its officials, employees, agents and officers (collectively "the Grantor Parties"), from and against any and all damages, penalties, costs, claims, demands, suits, causes of action or expenses (including reasonable attorney's fees) which may be imposed upon or incurred by the Grantor Parties as a direct result of (a) personal injury (including death) or property damage, including to the person or property of employees of the Grantee or any third party, to the extent arising out of the negligent or willful acts or omission of the Grantee or its employees, agents or contractors in the construction, operation and maintenance of the Pipeline; (b) breach by the Grantee of any of its obligations, covenants or undertakings herein; or (c) violation by the Grantee of any federal, state or local laws as it relates to this Easement that may result in any liability to Grantor under such laws or regulations, except, in all cases, where such damages, penalties, costs, claims, demands, suits, causes of action or expenses arise from, are caused by or result from, the negligent acts or omissions or willful misconduct of the Grantor Parties. 6. The undersigned warrant that he/she/they/it is/are the owner(s) of the Property herein described and have authority to execute this Easement on behalf of the parties to this Easement.

7. The rights granted to Grantee in this Easement may be assigned, in whole or in part, to one or more assignees, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. The Permanent Easement shall be perpetual.

8. This Easement shall be interpreted in accordance with the laws of the State of New Jersey and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

9. This Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party, but Grantor shall deliver at least one (1) original signature to Grantee for recording purposes.

10. This Easement contains the entire agreement and supersedes any and all prior statements, whether written or oral, and all oral or written proposals, if any, concerning the subject of the Easement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee that is not expressed or referenced specifically within the Easement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Easement is free and voluntary; this Easement may not be modified or amended, except on or after the date hereof, by a writing signed by the other party against whom such modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Easement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Page(s) Follow]

EXECUTED this 21st day of September, 2016.

GRANTOR:

Denice DiCarlo
[Denice DiCarlo, Mayor]

ACKNOWLEDGEMENT

STATE OF NEW JERSEY

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COUNTY OF GLOUCESTER

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BEFORE ME, the undersigned authority, on this day personally appeared Denice DiCarlo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of _____, 2016.

LATIYA WESCOTT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: 3/31/20

Notary Public in and for the State of New Jersey
Latiya Wescott
(Latiya Wescott)

Record and Return to:
SUNOCO PIPELINE L.P.
Attn: Right-of-Way Department
525 Fritztown Road
Sinking Spring, PA 19608