

WEST DEPTFORD TOWNSHIP

RESOLUTION 2017-68

**RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING
EXECUTION OF A TEMPORARY ENTRY/ACCESS AGREEMENT BETWEEN THE
TOWNSHIP OF WEST DEPTFORD AND CAROLYN D. CHAPMAN FOR ACCESS TO
PROPERTY LOCATED AT BLOCK 342/LOT 10
NUNC PRO TUNC**

WHEREAS, the Township of West Deptford (hereinafter referred to as "Township") desires to perform site work to complete a sewer line repair and replacement on Block 342/Lot 10 to the connection point of the Gloucester County Utilities Authority Manhole #8; and

WHEREAS, the site work will include the placement of temporary fencing and silt fencing, vegetation restoration and split rail replacement on Block 342/Lot 10; and

WHEREAS, the Township needs to access the existing Sewer Facilities in order to conduct current repairs, maintenance and/or reconstruction of the Sewer Facilities; and

WHEREAS, access to the Sewer Facilities would begin at Kings Highway (a/k/a County Route 551) and traverse over and through the existing Utility Easements without any further impact to the remaining property of Block 342/Lot 10 ; and

WHEREAS, Carolyn D. Chapman (hereinafter referred to as "Mrs. Chapman") is the owner of Block 342/Lot 10; and

WHEREAS, Mrs. Chapman has agreed to grant temporary entry/access to the Township for the purposes outlined above; and

WHEREAS, it is the express intention of the parties to create a temporary, non-exclusive entry/access agreement for the purposes as outlined above, which shall inure to bind the parties, their heirs, executors, administrators, successors and assigns; and

WHEREAS, the attached Temporary Entry/Access Agreement outlines the terms and conditions for access to Block 342/Lot 10 and for the site work to be performed by the Township to complete a sewer line repair and replacement on Block 342/Lot 10 to the

connection point of the Gloucester County Utilities Authority Manhole #8.

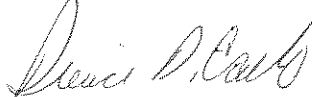
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of West Deptford, County of Gloucester, and State of New Jersey as follows:

1. That the Township Committee does hereby authorize and approve the execution of the attached Temporary Entry/Access Agreement between the Township of West Deptford and Carolyn D. Chapman for access to property located at Block 342/Lot 10 to complete a sewer line repair and replacement on Block 342/Lot 10 to the connection point of the Gloucester County Utilities Authority Manhole #8, Nunc Pro Tunc.

2. That the Mayor and/or Township Administrator be and is hereby authorized to execute any and all documents related to this approval.


ADOPTED at the meeting of the Township Committee of the Township of West Deptford held on January 18, 2017.

TOWNSHIP OF WEST DEPTFORD



DENICE DICARLO, Mayor

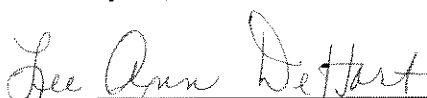
ATTEST:



LEE ANN DEHART, Registered Municipal Clerk

CERTIFICATION

I, Lee Ann DeHart, Registered 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 January 18, 2017.



LEE ANN DEHART, Registered Municipal Clerk

Prepared by:

Timothy D. Scaffidi, Esquire

TEMPORARY ENTRY/ ACCESS AGREEMENT

THIS TEMPORARY ENTRY/ACCESS AGREEMENT (this "Agreement"), made this 6th day of January 2017, by and between **CAROLYN D. CHAPMAN, WIDOW**, whose address is 800 Meagus Drive, West Deptford, New Jersey 08086 (hereinafter "Grantor"), and **TOWNSHIP OF WEST DEPTFORD**, a Municipal Corporation, whose address is 400 Crown Point Road, West Deptford, New Jersey 08086 (hereinafter "Grantee");

WITNESSETH:

WHEREAS, Grantor covenants and warrants that Grantor is the owner of land in the Township of West Deptford, County of Gloucester and State of New Jersey, designated on the Tax Map of the Township of West Deptford as Block 342, Lot 10 and subject to the Easements of the County of Gloucester and Gloucester County Utilities Authority as identified on attached Exhibit "A" ("Grantor's Property"); and

WHEREAS, Grantee is desirous of obtaining a temporary entry/access agreement across, in, over, along and upon Grantor's Property for the purpose of performing site work to complete a sewer line repair and replacement on Grantor's property to the connection point of the Gloucester County Utility Authority Manhole #8, including the placement of temporary fencing and silt fencing, vegetation restoration and split rail replacement on Grantor's property; and

WHEREAS, Grantee and/or their designees need to access the existing Sewer Facilities in order to conduct current repairs, maintenance and/or reconstruction of the Sewer Facilities; and

WHEREAS, access to the Sewer Facilities would begin at Kings Highway (a/k/a County Route 551) and traverse over and through the existing Utility Easements without any further impact to the remaining property of the Grantor; and

WHEREAS, Grantee shall obtain the consent of the Grantees of the existing easements; and

WHEREAS, Grantor has agreed to grant said temporary entry/access to Grantee for that purpose; and

WHEREAS, it is the express intention of the parties hereto to create a temporary, non-exclusive entry/access agreement which shall inure to and bind the parties, their heirs, executors, administrators, successor and assigns;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), plus other good and valuable consideration, Grantor, its heirs, executors, administrators, successors, and assigns hereby give, grant, bargain, and sell unto Grantee, its successors, and assigns as follows:

1. Grantor hereby grants to Grantee, its successors, and assigns a temporary entry/access agreement across, in, over, along and upon Grantor's Property, for the right, privilege, authority to gain access to Grantor's Property for the purpose of performing site work to complete a sewer line repair and replacement on Grantor's property to the connection point of the Gloucester County Utility Authority Manhole #8, including the placement of temporary fencing and silt fencing, vegetation restoration and split rail replacement on Grantor's property together with the full rights, privileges and authority for Grantee, its agents, contractors, employees and servants to enter upon same from time to time with such free and unlimited access to ingress and egress in, from and over all points of Grantor's Property with notice to Grantor.

2. The rights and privileges granted by this Agreement are non-exclusive as between Grantor and Grantee as to the use of the project area.

3. Grantee, its successors and assigns, shall at all times have ready access to Grantor's Property as may be necessary or appropriate for any of the purposes set forth in this easement.

4. Subject to Grantee's exercise of the rights granted hereby, Grantor shall have the right to enjoy the use of Grantor's Property for any and all purposes that do not interfere, limit or obstruct any use by Grantee.

5. Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike and sanitary manner. Grantee, at its expense, shall restore the Property to the condition in which it was prior to the undertaking of any such activities by Grantee, its agents, employees or contractors.

6. This Agreement shall be valid for a period of thirty (30) days from the date of execution. Upon the expiration of the thirty (30) days, this Agreement shall terminate.

7. Grantor warrants that it is owner in fee simple of Grantor's Property, holding title paramount to all others and legally capable of making this grant and enabling Grantee to carry out the purposes described herein. Grantor hereby warrants and guarantees to Grantee that the rights and entitlements provided herein are not subject or subordinate to any other interest.

8. This Agreement contains the entire agreement between the parties relating to the rights, grants and any obligation assumed. Any modification of this Agreement must be in writing and must be signed by both parties.

9. All agreements, conditions, covenants and obligations contained herein shall be deemed covenants running with the land. This Agreement shall be binding upon the heirs, executors, administrators, personal and legal representatives, successors in interest, licensees and assigns of the respective parties.

10. The promises made in this Agreement are legally binding upon Grantor and all who lawfully succeed to Grantor's rights and responsibilities. These promises can be enforced by Grantee.

11. Invalidation of one or more of the covenants, restrictions or obligations contained herein by Judgment or Court Order shall in no way effect the validity or enforceability of any other provisions herein which shall remain in full force and effect.

12. Grantee, its successors and assigns, shall indemnify, defend and hold Grantor harmless from and against all claims, liabilities, losses, damages, penalties and costs, foreseen or unforeseen, including, without limitation, counsel, and other professional or expert fees which Grantor may incur resulting from the negligence, willful act or breach of this Agreement by Grantee, its employees or contractors.

13. Grantee shall have and maintain a general liability insurance policy in an amount not less than \$1,000,000 during the term of this Agreement. Grantor shall be added as an additional insured on such policy and shall receive a certificate of insurance prior to the commencement of any work on Grantor's Property. Such policy must contain a provision that the insurance shall not be canceled for any reason without thirty (30) days prior written notice to Grantor.

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

ATTEST:



Carolyn D. Chapman, Widow, Grantor

WITNESS:



TOWNSHIP OF WEST DEPTFORD

BY: 

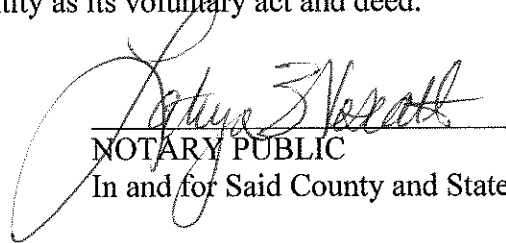
Denise DiCarlo, Mayor, Grantee

STATE OF NEW JERSEY

SS.:

COUNTY OF

I certify that on Jan-6, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Denise DiCarlo, and this person acknowledged under oath, to my satisfaction, that this person is the Mayer of the Township of West Deptford and that this document was signed and delivered by the entity as its voluntary act and deed.


NOTARY PUBLIC
In and for Said County and State

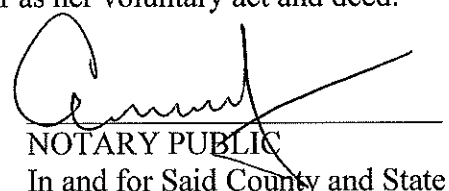
LATIYA WESCOTT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: 3/31/20

STATE OF NEW JERSEY

SS.:

COUNTY OF

I certify that on JAN. 6, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carolyn D. Chapman, Widow, and this person acknowledged under oath, to my satisfaction, that this person is the Grantor herein and that this document was signed and delivered by her as her voluntary act and deed.


NOTARY PUBLIC
In and for Said County and State

ARTHUR J. MacDONALD, JR.
ATTORNEY-AT-LAW
OF NEW JERSEY