

CRANBURY TOWNSHIP ORDINANCE # 04-18-08

AN ORDINANCE AUTHORIZING THE TOWNSHIP TO ACCEPT REAL PROPERTY  
FROM THE NEW JERSEY TURNPIKE AUTHORITY

**WHEREAS**, Corporate Drive, Brick Yard Road, Hightstown-Cranbury Station Road, and Cranbury-Half Acre Road in Cranbury Township ("Township"), Middlesex County, New Jersey are roads owned and maintained by the Township; and

**WHEREAS**, the New Jersey Turnpike Authority ("Authority") has undertaken the Interchange 6 to 9 Widening Program to construct three truck/car lanes with full shoulders in each direction and the reconstruction of Corporate Drive, Brick Yard Road, Hightstown-Cranbury Station Road, and Cranbury-Half Acre Road; and

**WHEREAS**, in furtherance of that program, the Township and the Authority entered into an agreement ("Agreement"), attached hereto as exhibit A, transferring certain lands from the Township to the Turnpike Authority; and

**WHEREAS**, the Agreement also called for the Turnpike Authority to transfer certain land, fully detailed in the legal description and mapping attached to the Agreement, to the Township;

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, by the Township Committee of the Township of Cranbury, County of Middlesex, State of New Jersey as follows:

1. The lands described in the legal descriptions and maps labeled as Exhibit D of the Agreement, available for inspection at the Township Municipal Building, and incorporated herein are to be accepted and transferred in fee simple from the Authority to the Township;
2. The transfer shall be made in exchange for consideration and performance detailed in the Jurisdictional Agreement between the Township of Cranbury and the New Jersey Turnpike Authority, attached hereto as Exhibit A;
3. The Township Administrator is hereby authorized to prepare, execute, and cause to be recorded any and all documents necessary for the fulfillment of this Ordinance.

This Ordinance was introduced on First Reading on April 23, 2018 at a meeting of the governing body of the Township of Cranbury, in the County of Middlesex, State of New Jersey. It will be further considered for final passage, after public hearing thereon, at a regular meeting of the Township Committee to be held on Monday, May 14, 2018 at 7:00 p.m. Copies are available at no charge up to and including the week of Second Reading at the Clerk's Office or by accessing the Township web site at: [www.cranburytownship.org](http://www.cranburytownship.org).

Kathleen R. Cunningham, RMC  
Municipal Clerk

## JURISDICTIONAL AGREEMENT

**THIS AGREEMENT** is made as of the 23<sup>rd</sup> day of January 2017 by and between the **TOWNSHIP OF CRANBURY** ("Cranbury"), a municipal corporation of the State of New Jersey having its principal office at 23-A North Main Street, Cranbury, New Jersey 08512 and the **NEW JERSEY TURNPIKE AUTHORITY** (the "Authority"), a body corporate and politic created by the State of New Jersey having its principal office at 1 Turnpike Plaza, Woodbridge, New Jersey 07095-5042. The Township and Authority are referred to from time to time as the "Parties" or individually as a "Party".

### WITNESSETH:

**WHEREAS**, Corporate Drive, Brick Yard Road, Hightstown-Cranbury Station Road and Cranbury-Half Acre Road in Cranbury Township, Middlesex County, New Jersey, are roads owned and maintained by the Township; and

**WHEREAS**, the Authority has developed the New Jersey Turnpike (the "Turnpike") Interchange 6 to 9 Widening Program (the "Program") involving the construction of three truck/car lanes with full shoulders in each direction and the reconstruction of Corporate Drive, Brick Yard Road, Hightstown-Cranbury Station Road and Cranbury-Half Acre Road; and

**WHEREAS**, the Program will benefit the Township and the Authority; and

**WHEREAS**, the Parties are entering into this Agreement to set forth their respective rights and responsibilities with respect to the new improvements at the Turnpike and the road crossings of Brick Yard Road, Hightstown-Cranbury Station Road and Cranbury-Half Acre Road.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. The Parties agree and concur that they shall accept and exercise exclusive jurisdiction, maintenance and control over the respective areas marked on the Maintenance and Jurisdictional Maps entitled "New Jersey Turnpike Authority, New Jersey Turnpike, Section 4K, Brick Yard Road, Township of Cranbury, Maintenance and Jurisdictional Map, Exhibit A" dated December 2016, and "New Jersey Turnpike Authority, New Jersey Turnpike, Section 4K, Hightstown-Cranbury Station Road, Township of Cranbury, Maintenance and Jurisdictional Map, Exhibit B" dated December 2016, and "New Jersey Turnpike Authority, New Jersey Turnpike, Section 4L, Cranbury-Half Acre Road, Township of Cranbury, Maintenance and Jurisdictional Map, Exhibit C" dated December 2016 (collectively referred to as the "Jurisdictional Maps") attached hereto as Exhibits A through C and made a part hereof.

2. Except as otherwise indicated on the Jurisdictional Maps, the phrase "jurisdiction, maintenance and control" shall include responsibility for all roadway maintenance necessary for any roadway within the jurisdiction of the specific Party. Roadway maintenance includes, but is not limited to, maintenance and repair of the pavement, curbs, sidewalks, drainage, turf management, mowing, landscaping, fencing, berms, guide rail more than 12.5 feet from the



parapet/abutment structure, slopes of cut or fill associated with the roadway, pavement markings, delineators, signs, impact attenuators and/or crash cushions, litter patrol, policing, emergency services, and snow and ice removal.

3. Except as otherwise indicated on the Jurisdictional Maps, structural maintenance shall be the responsibility of the Authority. Structural maintenance includes, but is not limited to, maintenance and repair of the superstructure, substructure, underbridge slope abutments, abutment joints, approach slabs, wing walls, bridge parapet mounted fencing, guide rail attachments and guide rail up to 12.5 feet from the bridge parapet/abutment structure, sign structures, retaining walls, deck lighting, underbridge lighting, bridge inspection, and repair of structure damage due to normal wear and use, and accidental structure damage.

4. The Township. The Township agrees to accept and to exercise exclusive jurisdiction, maintenance and control over the areas marked by cross-hatched lines on the Jurisdictional Maps. In specification, but not limitation, of the foregoing, the Township's jurisdiction, maintenance and control shall include Brick Yard Road, Hightstown-Cranbury Station Road and Cranbury-Half Acre Road. Notwithstanding the foregoing, on the bridge structures the Township shall only be responsible for snow and ice removal, litter patrol, policing and emergency services.

5. The Authority. The Authority agrees to accept and exercise exclusive jurisdiction, maintenance and control over the areas shaded gray as depicted on the Jurisdictional Maps. In specification, but not limitation, of the foregoing, the Authority's jurisdiction, maintenance and control shall include the bridges along Brick Yard Road, Hightstown-Cranbury Station Road and Cranbury-Half Acre Road constructed over the Turnpike northbound and southbound, including underbridge lighting.

6. All utilities remaining within Authority right-of-way shall be maintained by their respective owners.

7. Right of Way Property Transfers. Within 90 days of the execution of this Agreement, the Authority shall convey and the Township shall accept all of the Authority's right, title and interest in the parcels listed on Exhibit D hereto, at no cost to the Township. Within 90 days of the execution of this Agreement, the Township shall convey and the Authority shall accept all of the Township's right, title and interest in parcels listed on Exhibit D hereto, at no cost to the Authority. These parcels shall be used for roadway purposes.

8. The Parties agree to perform their respective obligations hereunder in accordance with the statutes and laws of the State of New Jersey, all applicable regulations of the New Jersey Department of Environmental Protection and the provisions of this Agreement.

9. The Parties recognize and agree to implement by such resolutions, deeds, grants and other documents and to take such administrative action as may be reasonably necessary to fulfill the purposes and intent of this Agreement within the time prescribed herein or, where no time is prescribed herein, within a reasonable time after execution of this Agreement by the Parties. Such instruments and documents shall not impose additional substantive obligations on a Party beyond those contemplated by this Agreement.

10. Binding Nature. Each Party hereto represents to the others that the execution of this Agreement and its performance hereunder have been duly authorized by all requisite action by it and that this Agreement sets forth its legal, valid and binding obligations.

11. Notices. Notices and communications under this Agreement shall be in writing and sent via certified mail, return receipt requested, and shall be directed as follows, or to such other address as the party receiving such notice shall have previously specified by notice to the party sending such notice:

If to the Township: Cranbury Township  
23-A North Main Street  
Cranbury, New Jersey 08512  
Attn: Mayor

With a copy to: Cranbury Township  
23-A North Main Street  
Cranbury, New Jersey 08512  
Attn: Township Administrator

If to the Authority: New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, New Jersey 07095-5042  
Attn: Executive Director

With a copy to: New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, New Jersey 07095-5042  
Attn: General Counsel

12. Third Party Beneficiaries. This Agreement shall not be construed to create any rights on behalf of any party other than the Parties hereto.

13. Assignment and Delegation. Neither this Agreement nor any rights or duties hereunder may be assigned or delegated by either Party hereto without the written consent of the other Parties hereto, and any such purported assignment or delegation shall be null and void and of no force or effect.

14. No Individual Liability. No commissioner, director, officer, official, agent or employee of any of the Parties hereto shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

15. Partial Invalidity. If any provisions of this Agreement shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it this Agreement would not have been made by the Parties, it shall not be deemed to form a part hereof but the balance of this Agreement shall remain in full force and effect.

16. Entire Agreement. The entire agreement between the Parties hereto is contained herein and no change or modification, termination or discharge of this Agreement shall be effective unless in writing and signed by the Party to be charged therewith.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey, without reference to choice of law principles.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed, sealed and attested.

ATTEST:

CRANBURY TOWNSHIP

By: 

KATHLEEN R. CUNNINGHAM  
Township Clerk

By: 

DANIEL P. MULLIGAN III  
Mayor

DAVID COOK

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

By: 

KIM SCHURMAN  
Secretary to the Authority

By: 

JOSEPH W. MROZEK  
Executive Director

Approved by the Law Department

By: 

Bruce A. Harris, General Counsel