

AGREEMENT

THIS AGREEMENT, made and entered into this day of
 , 1990 by and between the Board of Chosen
Freeholders of the County of Burlington, a body politic and
corporate, with offices at 49 Rancocas Road, Mount Holly, New
Jersey 08060 (hereinafter, the "County") and the State of New
Jersey, acting through its Commissioner of Transportation,
(hereinafter, the "State");

WITNESSETH:

WHEREAS, the State is making improvements to Route 38 in the County; and

WHEREAS, these improvements will cause revisions to the existing highways at Route 38 and Marter Avenue and thereby necessitating the re-apportionment of jurisdictional responsibilities; and

WHEREAS, there presently exist two jurisdictional agreements between the parties hereto that concerns Route 38 and Marter Avenue dated January 13, 1969 and December 5, 1975 respectively; and

WHEREAS, these new improvements will make the agreements dated January 13, 1969 and December 5, 1975 for route 38 and Marter Avenue obsolete; and

WHEREAS, it is the intention of the parties that this Agreement supersede the two prior jurisdictional agreements; and

WHEREAS, in order to prevent future legal or maintenance problems in this area, it is necessary that the County and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the State agree as follows:

FIRST, the County agrees to:

Assume or retain jurisdiction for highway maintenance and control, upon completion of construction, in the area as shown with single line hatching on a map entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE 38 SECTION 2D & 3A, JURISDICTIONAL LIMIT MAP, MARTER AVENUE, TOWNSHIPS OF MOORESTOWN & MOUNT LAUREL, BURLINGTON COUNTY, SCALE: AS INDICATED, AUGUST, 1987," which map is appended hereto and made a part hereof.

SECOND, the State agrees to:

Assume or retain jurisdiction for highway maintenance and control, upon completion of construction, in those areas shown shaded on the said map.

THIRD, both the County and the State agree that:

(a) Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or other electrical facilities involved in the subject roadway areas.

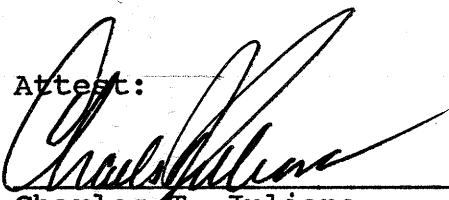
(b) This agreement supersedes and replaces the previously executed jurisdictional agreements dated January 13, 1969 and December 5, 1975, and upon execution of this agreement the previous agreements shall be null and void.

(c) This agreement will not be binding until executed by the Commissioner of Transportation or the commissioner's designee.

IN WITNESS WHEREOF, the parties have signed, sealed and attested to this agreement.

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

Attest:


Charles T. Juliana
Clerk/Administrator

Res. 54
1-24-90

By:


Martha W. Bark, Director

THE STATE OF NEW JERSEY

Attest:

Jean G. Schwartz, Secretary
Department of Transportation

By:

Kenneth C. Afferton
Assistant Commissioner
Design and Right of Way

Dated: _____