THIS AGREEMENT, made this

day of 700.

One Thousand Nine Hundred and Ninety-Five, between the COUNTY OF BURLINGTON, acting through its Board of Chosen Freeholders, hereinafter referred to as the "County" and the STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter referred to as the "State," witnesseth that:

WHEREAS, the State plans to make improvements to a portion of Route 70 in the County; and

WHEREAS, these improvements will be in the vicinity of Route 70 at North Main Street; and

WHEREAS, North Main Street is a County highway; 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.; and

WHEREAS, it is the intention of the parties hereto that this agreement supersede any previously executed jurisdictional agreements to the extent established hereafter.

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 those areas as shown with single line hatching on a map entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 70 SECTION 3H, FROM WEST OF NORTH MAIN STREET TO EAST OF CHARLES STREET, TOWNSHIP OF MEDFORD, COUNTY OF BURLINGTON, SCALE: AS INDICATED," 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 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). To the extent of the jurisdictional limits established herein, and upon completion of construction, this agreement supersedes and replaces any and all previously executed jurisdictional agreements and said agreements will become null and void. The remainder of said agreements will continue in full force and effect.
- (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.

THE BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY

Attested:

Frederick F. Galdo, County Administrator By Juda K. Coffey, Freeholder-Director

THE STATE OF NEW JERSEY

Attested:

Department of Transportation

O

y (flacke)

Charles Goessel, Manager

Bur. of Rdwy. Design Stnds. & Services

Dated:

3/21

This Agreement has been reviewed and approved as to form:

Attorney General of New Jersey

By:

Deputy Attorney General

Date:

3/1/06