



State of New Jersey

DEPARTMENT OF TRANSPORTATION
200 Stierli Court, 2nd floor
Mount Arlington, New Jersey 07856-1322

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

October 26 2020

The Board of Education
2369 Morris Avenue
Union, NJ 07083

Re: Offer to Purchase Temporary Construction Easement
Rt. 82 Caldwell Ave to Lehigh Ave (Sect 1)
Route: 82 Section: 1
Parcel: E32
Owner: THE BOARD OF EDUCATION OF THE TOWNSHIP OF UNION IN
THE COUNTY OF UNION
Street Address: 1000 Caldwell Ave Union, NJ 07083
Block 4217, Lot 1
Project: 100% State

Dear The Board of Education:

It is the understanding of the New Jersey Department of Transportation ("NJDOT") that the above-referenced easement is located on property is owned by you. The easement is located within the proposed site of the planned construction and is being acquired by NJDOT in accordance with the Eminent Domain Act.

Each parcel to be acquired by NJDOT is appraised or evaluated to determine its fair market value. The NJDOT utilized the attached Administrative Determination of Value to evaluate the parcel to be acquired and establish its estimate of just compensation for the acquisition from your property. The report provides the applicable unit value that was relied on to value the parcel.

The components of NJDOT's offer are as follows:

<u>Land</u> (Fee parcel)	<u>Improvements</u> in fee parcel	Damages (to remainder); Easements; Improvements outside of fee parcel	Total Fair Market Value
\$	\$	\$500	\$500

The term of the Temporary Construction Easement shall begin from the date of notice from the State's resident engineer and shall terminate upon completion of the work, which shall be for a projected duration of 1 months. If the State determines that the temporary easement or right needs to be extended in order to complete the work, the term may be extended simply by written notice from the resident engineer to the owner. In the event that the temporary right is extended, payment will be made semi-annually during the extended term of the temporary right based upon the 'per-monthly' rate of \$78.

The following improvements are located in the taking area and are considered to be realty: none

The following items have been determined to be personal property and will be relocated pursuant to NJDOT's relocation procedures: none

Based on NJDOT's environmental screening of your property, there appears to be no reason for further investigation of any clean-up or remediation as required by the New Jersey Department of Environmental Protection. If you know of any contamination or suspect that any is present on your property, it is essential that you provide NJDOT with any information you have about the environmental condition of your property so that a proper and fair appraisal may be made.

It is NJDOT's position that, under state law, NJDOT is not responsible for the cleanup and remediation and removal of any contamination or solid waste which occurred or began prior to the date of vesting of title and possession as provided by the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11g.d(4). (A copy of this statute will be provided upon request.) It also should be understood that the NJDOT's acquisition of your property does not in any way affect the jurisdiction of NJDEP over your property and does not bind NJDEP in any way. If any contamination or solid waste should be discovered on your property during construction of the proposed transportation project, you will be notified orally or in writing. NJDOT would then seek reimbursement from you for the costs incurred to remediate the property. Whether the purchase of your property is accomplished through agreement or through condemnation proceedings, the respective documents will contain language stating NJDOT's position regarding your environmental responsibility as the current owner as discussed above. Copies of the environmental provisions in the standard purchase agreement and condemnation complaint are enclosed for your information.

In the event the purchase of your property can be accomplished through agreement, you will be asked to sign an Agreement which will then be submitted to the Commissioner of Transportation for approval. There shall be no binding agreement until the Commissioner or his designated representative executes the Agreement. Enclosed for your reference is a standard Agreement which contains provisions required by NJDOT.

If you have any questions regarding the offer to purchase the property on the enclosed map or regarding any condition of purchase, please contact the following person at NJDOT:

Angelina Okwuego
200 Stierli Court
Mt. Arlington NJ 07856

Telephone: 973-810-9191
Fax: 973-601-0010
Email: angelina.okwuego@dot.nj.gov

Very truly yours,



Angelina Okwuego
Realty Specialist 2

Sent USPS: 7019 1120 0000 774 8932

CLAUSE A - NO CONTAMINATION DETECTED

6. The amount of compensation offered by plaintiff to the property owner is \$ 500.00 , which amount assumes that the property is free of contamination or has been remediated. This amount was calculated in the manner set forth in Exhibit C, attached hereto and made a part hereof.

7. Plaintiff hereby reserves any and all rights it has or may have to recover in a separate action or by any administrative means, against defendant property owner or any third parties, for release of the funds retained in the Superior Court Trust Fund and for reimbursement of all costs of remediation and/or cleanup of contamination and/or removal of solid waste and/or sanitary landfill closure that have been or may be incurred in the future by reason of conditions which were in existence as of or prior to the date of vesting of title and possession pursuant to N.J.S.A. 20:3-19. Plaintiff further reserves the right to seek, at its sole discretion, any and all available legal, administrative and equitable remedies to compel defendants to remediate and/or clean up the property in accordance with applicable state and federal statutory and regulatory provisions or to remove solid waste or carry out closure of a sanitary landfill if located on the subject property. Pursuant to N.J.S.A. 58:10-23.11g.d(4), plaintiff is not liable for the cleanup and removal costs of any discharge which occurred or began prior to New Jersey Department of Transportation's ownership. Plaintiff does not accept any liability for pre-existing contamination and/or solid waste, whether now known or subsequently discovered.

8. Plaintiff has caused the subject property to be inspected for the existence of contamination and/or solid waste and has found no indication of contamination and/or solid waste which would require that further investigation or other affirmative action be undertaken in accordance with New Jersey Department of Environmental Protection guidelines and regulations. The owner of record has not provided to plaintiff any information that would necessitate further investigation of the subject property. Plaintiff has provided notice to the owner of record of the property as to the results of the above-referenced inspection (Exhibit C). Furthermore, plaintiff has valued the property as if it has been remediated in accordance with applicable regulatory requirements and subject to the imposition of any conditions as to use except as noted in the appraisal and subject to paragraph 7 above.

Notwithstanding the results of plaintiff's inspection, plaintiff does not accept liability for any pre-existing contamination or solid waste, known or unknown, except for the project costs of on-site remediation at known levels. Plaintiff reserves the right to amend the complaint if additional or higher levels of contamination or solid waste are subsequently discovered within the subject property and to move for appropriate relief under law and equity, including but not limited to, seeking an order that the Clerk of the Superior Court shall not release any funds remaining on deposit until the additional or higher levels of contamination are remediated and/or cleaned up by the owner of record or until any solid waste is properly removed or closure is performed by the owner of record in accordance with applicable state and federal standards, and to move for any other relief, including administrative relief, which may be necessary to protect plaintiff's rights and interests.

New Jersey Department of Transportation
Administrative Determination of Value
Temporary Construction Easement

Route: 82 Section: 1 Parcel: E32

Owner: The Board of Education of the Township of Union In The County of Union

Project #: N/A FMIS#: N/A Job #: 7419309

County: Union Municipality: Township of Union Block: 4217 Lot: 1

SUBJECT PROPERTY OVERVIEW:

Current Use/Improvements: Parking Lot.

Zoning: RA- Residential – 1 Family (5,000 S.F. / 6,000 S.F.)

Land Assessment: \$2,240,200 ÷ 15.02% (true value ratio) = \$14,914,780

Land Value based on municipal tax assessment: \$14,914,780 which reflects \$52.19 /SF

Neighborhood: Mixed Residential and Commercial

Comments: No Relocation

NATURE OF ACQUISITION: The acquisition consists of 380 SF +/-

Temporary right to enter upon the property for the purpose to reconstruct existing public use sidewalk and / or to reconstruct sidewalk appurtenances.

Selected Unit Rate per Square Foot is: \$24.73. Unit rates are derived by dividing the sale price of each comparable by the area of the comparable. The unit rate for the subject parcel is based on comparing the comparables with the subject and selecting the most comparable unit rate. The unit rate is then adjusted for the impact of the easement since the easement is not the same as purchasing the property in fee simple.


Temporary Construction Easement: 380 SF @ \$24.73 X 10% ÷ 12 months = \$78
Say = \$500 (Rounded)

Compensation for extension of temporary construction easement work time is \$78 per month.

Just Compensation Offer is: \$500.00

Report Data Provided By: 
Dale Finn, Realty Specialist 3

Date: 1-30-2020

Report Data Assisted By: 
John A. Falco, Realty Specialist

Date: 1-30-2020

Approved By: 
David Merrick, Realty Specialist 4

Date: 1/31/2020

Project: Rt.82 Caldwell Avenue to Lehigh Avenue
Route: 82 Section 1
Parcel(s): E32
Block: 4217 Lot: 1
Owner: The Board of Education of the Township of Union in the County of Union
Project: 100% State
Project Job Number: 7419309

TEMPORARY EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between The Township of Union, A New Jersey Municipal Corporation in the County of Union, whose address is 2369 Morris Avenue, Union, NJ 07083, (hereinafter "OWNER"), and the STATE OF NEW JERSEY, by its Commissioner of Transportation, having offices at 1035 Parkway Avenue, PO. Box 600, Trenton, NJ 08625 (hereinafter "NJDOT").

1. The Owner hereby grants permission to NJDOT, its officers, employees and contractors, of any tier to enter upon the above-referenced parcel E32, for the purpose of performing construction work within the temporary construction easement as described on Exhibit "A" and depicted on the attached map (Exhibit "B"), which map and description are incorporated hereto and made a part hereof. After the work is performed on the property as outlined in Exhibits A & B, any improvements shall become the property and maintenance responsibility of the Owner.
2. It is understood and agreed, that NJDOT will pay the amount of \$500 to the Owner as full compensation and as good and valid consideration for granting this right. This temporary right is described in Exhibit "A". In the event that the Owner sells or transfers the property prior to the completion of said work, this right shall be binding on any successors or assigns of the Owner. The Owner agrees to make this Temporary Easement known to any purchaser of the property.
3. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59: 1-1 et seq., and the availability of funds appropriated by the NJDOT Legislature, the NJDOT will be responsible for personal injuries and property damage caused by the negligent actions of the NJDOT and its employees which occur on the property identified in this agreement. Any claims brought against the NJDOT shall comply with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59: 1-1 et seq., a copy of which is available upon request. The NJDOT will require the contractor performing this work to carry general commercial liability insurance in accordance with NJDOT contract specifications.
4. The Owner shall not be relieved of any legal obligations resulting from the presence of contamination on the property. It is NJDOT's position that under state law NJDOT is not liable for the cleanup and remediation and removal of any discharge which occurred or began prior to the date of entry by the State pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11g.d(4). (A copy of this statute will be provided upon request.) It also should be understood that the acquisition of the property by NJDOT does

not in any way affect the jurisdiction of NJDEP over the property and does not bind NJDEP in any way.

5. The party who executed this agreement hereby certifies that he/she has full power and authority to act on behalf of and to legally bind the respective party which he/she represents.
6. This agreement will not take effect until it is approved by the Commissioner of the NJDOT or his representative.

OWNER

Owner/Agent _____ Date _____
(print name below signature)

Witness _____ Date _____
(print name below signature)

THE STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

By: _____ Date _____
Victor Akpu
Director, Right of Way & Access Management

Witness: _____ Date _____
Anika James, Department Secretary
Department of Transportation

Exhibit A

BPK September 2019

An easement in certain lands and premises, situate, lying and being in Township of Union, in the County of Union and the State of New Jersey and more particularly described as follows:

Parcel E32 indicated on a map entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, GENERAL PROPERTY PARCEL MAP, ROUTE 82 (1953) SECTION 1, Springfield Avenue To North Avenue, Showing Existing Right Of Way And Parcels To Be Acquired In The Township of Union, County of Union, September 2019"; and as shown more particularly on a map attached hereto, made a part thereof, marked "Exhibit B" entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE 82 (1953) SECTION 1, SPRINGFIELD AVENUE TO NORTH AVENUE, PARCEL E32, TOWNSHIP OF UNION, COUNTY OF UNION, SEPTEMBER 2019", and also being Construction Project Route 82, Caldwell Avenue To Lehigh Avenue, Contract No. 000114040;

Parcel E32, the temporary right, at about Station 150+70 (Route 82 Centerline/Baseline Stationing), to enter upon the remaining lands of the owner or assigns with personnel, equipment and materials to construct sidewalk and appurtenances as far as the line marked "Temporary Construction Easement Line", as shown on the aforesaid maps. This temporary right shall begin from the date of notice from the State's Resident Engineer, and shall terminate upon completion of said work, which shall be for a duration of 1 month. If the State, within its sole discretion, determines that the temporary easement or right needs to be extended in order to complete the Work, such right may be extended simply by written notice from the Resident Engineer to the owner or its assigns. In such event that this temporary right is extended, payment will be made semi-annually during the extended term of the temporary right, based upon the 'per-monthly' rate set forth in the State's offer letter;

Being also known as an easement in Lot 1 in Block 4217 on the tax map of the Township of Union.

SUBJECT, HOWEVER to all other public utility easements, recorded or unrecorded, affecting the herein described premises;

The above-described premises are color coded on "Exhibit B" in the following manner: Brown - Temporary Construction Easement Line.