

RESOLUTION #14-126

**RESOLUTION OF THE CITY OF WOODBURY AUTHORIZING THE
EXECUTION OF A LICENSE AGREEMENT WITH PSE&G**

WHEREAS, the City of Woodbury applied for and received grant funding for construction of a bikeway project within the City of Woodbury; and

WHEREAS, as part of the project, part of the bike path was required to be relocated within a portion of property owned by PSE&G; and

WHEREAS, PSE&G is desirous of granting and the City of Woodbury is desirous of obtaining a license to use the necessary portion of the PSE&G property for construction of an eight foot wide Macadam Surface Pathway to be used primarily for bicycle traffic.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury, County of Gloucester and State of New Jersey on this 8th day of July, 2014, that the Mayor is hereby authorized to execute the attached License Agreement A-7104.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on July 8, 2014.

CITY OF WOODBURY

By:


WILLIAM H. FLEMING, JR.
President of Council

ATTEST:


ROY A. DUFFIELD, City Clerk

**LICENSE AGREEMENT
A-7104**

THIS LICENSE AGREEMENT ("License"), made this _____ day of _____, 2014, ("Effective Date") between **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey, having its principal office at 80 Park Plaza, in the City of Newark, County of Essex, and State of New Jersey, hereinafter called "**PSE&G**", and **CITY OF WOODBURY**, a body politic of the State of New Jersey, having its principal office at 33 Delaware Street, in the City of Woodbury, County of Gloucester, and State of New Jersey, hereinafter called "**WOODBURY**",

WITNESSETH:

FIRST: PSE&G hereby gives to Woodbury a license to use, **FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND REMOVING AN EIGHT FOOT (8') WIDE MACADAM SURFACED PATHWAY ("Pathway") TO BE USED PRIMARILY FOR BICYCLE TRAFFIC** only, on that certain portion of PSE&G's property, **SITUATED ON Block 84 Lots 1 and 6 of PSE&G's Gloucester-Mantua Creek Right of Way, in the City of Woodbury, County of Gloucester and State of New Jersey, ("Licensed Premises")** as shown highlighted in red and legally described on Exhibit A which is attached hereto and incorporated herein, for **ONE DOLLAR (\$1.00)**, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged for an indefinite term beginning on the **Effective Date** subject, however, to termination by either party on thirty (30) day's written notice. If default shall be made in any of the conditions or agreements herein contained on behalf or part of Woodbury to be kept or performed, this License shall, at the option of PSE&G, terminate ten (10) days after notice of such election shall be sent by mail to Woodbury, addressed either to the Licensed Premises or to any other address known to PSE&G. On the termination of this License Woodbury shall take up and remove all objects placed on said Licensed Premise and leave same in a condition satisfactory to PSE&G, and in default thereof, PSE&G may do the same at the cost and expense of Woodbury, which Woodbury agrees to pay upon presentation of a bill therefore; and on such termination it shall be lawful for PSE&G, its successors or assigns, upon the said Licensed Premises or any part thereof wholly to re-enter and the same to have again, repossess, and enjoy as in its first and former state, anything herein contained to the contrary thereof in anywise notwithstanding.

SECOND: Woodbury agrees that the payment of the aforesaid consideration shall not in any way restrict the right of PSE&G to terminate this agreement as provided in Paragraph First, nor be construed as establishing any term during which the License is to continue.

THIRD: Woodbury agrees that all construction shall be in accordance with the plan and specifications attached hereto and incorporated herein as Exhibit B; no buildings, recreational equipment or structures of any type, except as may be permitted in Paragraph First hereof or on Exhibit B, shall be erected on said Licensed Premises; that no fires shall be kindled on said Licensed Premises; and that Woodbury shall keep the Licensed Premises at all times in a clean and sightly condition to the full satisfaction of PSE&G, and allow no accumulation of garbage or debris anywhere on said Licensed Premises.

FOURTH: INTENTIONALLY OMITTED.

FIFTH: Woodbury shall have done any and all work on said Licensed Premises necessary to make it suitable for the purposes above mentioned, but no excavation shall be made on or in, nor earth removed from, or fill added to, the Licensed Premises without the written consent of PSE&G; said work to be done by and at the sole cost and expense of Woodbury.

SIXTH: Woodbury shall comply with the regulations and requirements of the Board of Fire Underwriters and every public or governmental body exercising control over the Licensed Premises, and secure and pay for all necessary permits or consents, and pay any and all license fees required for the use of the said Licensed Premises as provided in Paragraph First hereof; and shall also comply with all governmental or public requirements relating to the removal of snow or ice from the Pathway at Woodbury's sole cost and expense.

SEVENTH: INTENTIONALLY OMITTED.

EIGHTH: The New Jersey One Call Systems, Inc. shall be notified (1-800-272-1000) by Woodbury, its agents, contractors, successors, and/or assigns at least three (3) working days prior to the start of any work, if applicable.

NINTH: Woodbury agrees to assume all risks of and liability for and to indemnify, defend, protect and save harmless and hereby releases PSE&G, and each and every of its officers, agents servants and employees and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which in any manner arise out of, or result from any and all phases of the construction, operation and maintenance of said Pathway, and from the use and occupancy of the said Licensed Premises, whether occasioned by Woodbury, or by any employee, invitee, guest or agent of Woodbury. Nothing contained herein shall be deemed to indemnify any party hereto against its own negligence.

TENTH: PSE&G reserves to itself, its successors and assigns, the right to use said Licensed Premises for any purpose required by PSE&G during the term hereof, to the same extent as if these presents were not made; and PSE&G shall not be held liable for any damage done, which may result from such use, to any object placed on said Licensed Premises by Woodbury.

ELEVENTH: The License herein given is subject and subordinate to any and all easements, rights, privileges, other licenses, or other grants of whatever nature heretofore given by PSE&G, or otherwise created, which now exist and which affect said Licensed Premises, such as, but not limited to, streets, roadways, underground conduits, gas mains, sewers, pipes, or rights-of-way.

TWELFTH: If any roadway or path exists on the aforesaid Licensed Premises, Woodbury shall not in any way damage, destroy, or otherwise interfere with the same, said roadway or path not being included in this License.

THIRTEENTH: If any improvement or improvements constructed or installed by Woodbury on the herein-Licensed Premises increase the real estate taxes otherwise payable by PSE&G, Woodbury agrees to pay, upon demand, in addition to the annual charge or compensation herein reserved, such additional taxes.

FOURTEENTH: This License is effective only to the extent that PSE&G has the right to give it.

FIFTEENTH: Woodbury has and shall have no right to assign or transfer the License herein granted to any other party or prospective purchaser.

SIXTEENTH: "Woodbury" includes the plural as well as the singular.

SEVENTEENTH: INTENTIONALLY OMITTED.

IN WITNESS WHEREOF, PSE&G has caused this License Agreement to be signed by its proper officer or agent thereunto duly authorized and Woodbury has signed the same as of the day and year first aforesaid.

**PUBLICSERVICE ELECTRIC AND GAS COMPANY,
By: PSEG Services Corporation, as Agent**

Witness

**NAME: Richard A. Franklin
TITLE: Manager – Corporate Properties**

CITY OF WOODBURY

Ray D. ...

Witness
City Clerk

William J. Volk

**NAME: William J. Volk
TITLE: Mayor, City of Woodbury**