SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2015-62

November 12, 2015

RESOLUTION AUTHORIZING THE TRANSFER OF THE GATEWAY WATER TOWER PROPERTY TO AMERICAN WATER COMPANY

WHEREAS, the Salem County Improvement Authority entered into a Maintenance and Operating Agreement with Pennsgrove Water Supply Company, Inc. and the County of Salem in December 2000 that set forth terms and conditions of the maintenance and operation of potable water improvements at the Gateway Business Park; and

WHEREAS, the agreement required the County of Salem to convey potable water improvements and water tower site to SCIA; and

WHEREAS, plans for the site were set forth on filed Map # 683 with the County of Salem that depicted the water tower site as Block 29, Lot 6.07 to be transferred to the SCIA, but no formal conveyance was ever made; and

WHEREAS, the December 2000 agreement required SCIA to transfer any ownership interest it has in Block 29, Lot 6.07 to Pennsgrove Water Supply Company, Inc. by December 15, 2015; and

WHEREAS, the rights of Pennsgrove Water Supply Company, Inc. have been transferred to its successor company, American Water Company, and

WHEREAS, American Water Company has contacted SCIA and requested that the required conveyance be made; and

WHEREAS, the County of Salem has agreed to sign a deed conveying the lot in question as a grantor of all interest it has in the lot; and

WHEREAS, SCIA is empowered by N.J.S.A. 40:37A-55.1 to dispose of land acquired for redevelopment pursuant to a development plan;

NOW THEREFORE BE IT HEREBY RESOLVED that the Salem County Improvement Authority is authorized to sign a deed conveying any interest it has in Block 29, Lot 6.07 to American Water Company pursuant to the December 2000 agreement.

Michael Brooks, Secretary

Robert Widdifield, Chairman

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority at a regular meeting held on November 12, 2015.

Michael Brooks, Secretary
This Deed is made on ________________, 2015,

BETWEEN the COUNTY OF SALEM, a division of government of the State of New Jersey and the SALEM COUNTY IMPROVEMENT AUTHORITY, a public body, whose address is 94 Market Street, Salem, NJ 08079, referred to as the Grantor, AND NEW JERSEY AMERICAN WATER, whose address is 1025 Laurel Oak Road, Voorhees, NJ 08043, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Ten ($10) Dollars. The Grantor acknowledges receipt of this money.


Property. The property consists of the land and all the buildings and structures on and under the land in the Township of Oldmans, County of Salem and State of New Jersey. The legal description is:

All that certain land and premises situate in the Township of Oldmans, County of Salem and the State of New Jersey, as shown as Block 29, Lot 6.07 on a file plan prepared by Adams, Rehmann and Heggan Associates, Inc., entitled "Major Subdivision of Block 29, Lots 5.01, 6 and 6.01" in the Township of Oldmans, being filed in the Salem County Court House as Map #683, being more particularly described as follows:

BEGINNING at a point in the westerly right of way line of Straughens Mill Road, County Road #643, being 50.00 feet measured at right angle from the centerline of aforementioned County Road #643, said Beginning point being South 00 degrees, fifty-five minutes, twenty-seven seconds East, 1144.34 feet from a concrete monument set at a radial point to Gateway Boulevard, running thence

(1) along the right of way line of the aforementioned Straughens Mill Road, perpendicular to the centerline, North eighty-nine degrees, four minutes, thirty-three seconds East, 7.00 feet to a point; thence

(2) still along the same right of way line, parallel to the existing centerline, South 00 degrees, fifty-five minutes, twenty-seven seconds East, 129.81 feet to a point for a corner; thence
(3) still along the same, South one degree, twenty-two minutes, fifty-two seconds East, 100.19 feet to a point for a corner, also being a corner to Lot 6; thence

(4) along Lot 6, South eighty-nine degrees, four minutes, thirty-three seconds West, 135.80 feet to a point for a corner; thence

(5) still along the same, North 00 degrees, fifty-five minutes, twenty-seven seconds West, 230.00 feet to a point for a corner; thence

(6) still along the same, North eighty-nine degrees, four minutes, thirty-three seconds East, 135.00 feet to the place of Beginning.

Containing within said bounds 0.71 acres of land, more or less.

BEING a portion of the same lands and premises conveyed to The County of Salem, State of New Jersey, a division of government of the State of New Jersey by deed from Jay M. Perry and Newton G. Perry, dated August 10, 2001 and recorded in the Salem County Clerk’s Office on August 17, 2001 in Book 1079, Page 284.

BEING ALSO identified on Map #683 filed with the County of Salem as Block 29, Lot 6.07 to Salem County Improvement Authority, such map prepared by Richard a. Heggan, professional land surveyor, of Adams, Rehmann & Heggan Associates, Inc. dated 10/1/01, revised 8/15/02, and prepared for the County of Salem Gateway Project.

SUBJECT TO all easements, covenants and restrictions of record.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a “covenant as to grantor’s acts” (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed

Witnessed or Attested By: COUNTY OF SALEM

______________________________ (Seal)

Kevin Crouch, Clerk of the Board Julie A. Acton, Freeholder Director

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SALEM COUNTY
IMPROVEMENT AUTHORITY

Michael Brooks, Secretary

Robert Widdifield, Chairman

STATE OF NEW JERSEY
COUNTY OF SALEM SS:

I CERTIFY that on ______________________, 2015,

Julie A. Acton, Freeholder Director, personally came before me and stated to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this Deed;
(b) signed, sealed and delivered this Deed as his or her act and deed; and
(c) made this Deed for $10 as the full and actual consideration paid or to be paid for transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

(Print name and title below signature)

SALEM COUNTY
IMPROVEMENT AUTHORITY

I CERTIFY that on ______________________, 2015,

Robert Widdifield, Chairman, personally came before me and stated to my satisfaction, that this person (or if more than one, each person):

(d) is named in and personally signed this Deed;
(e) signed, sealed and delivered this Deed as his or her act and deed; and
(f) made this Deed for $10 as the full and actual consideration paid or to be paid for transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

(Print name and title below signature)

Record and Return to:

ROBERT E. WIDDIFIELD
CHAIRMAN
State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.S.S., PL. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See instructions, Page 2)

Names(s)
Salem County Improvement Authority

Current Resident Address:
Street: 52 Mckillop Road
City, Town, Post Office
Allaway
State
NJ
Zip Code
08001

PROPERTY INFORMATION (Brief Property Description)
Block(s)
29
Lot(s)
6.07
Qualifier

I Street Address:

City, Town, Post Office
ODEMANS TOWNSHIP
State
NJ
Zip Code
08057

Seller's Percentage of Ownership
100
Consideration
$10.00
Closing Date
12/1/2015

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. [ ] I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.

2. [ ] The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 28 U.S.C. § 121.

3. [ ] I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.

4. [ ] Seller, transferee or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

5. [ ] Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.

6. [ ] The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.

7. [ ] The gain from the sale will not be recognized for Federal income tax purposes under IRC Section 721, 1031, 1033 or is a cemetery plot (UNCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).

8. [ ] The like-kind property received.

9. [ ] Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of the state.

10. [ ] The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying all an agreed amount of the mortgage.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed as provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. Furthermore, declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box [ ] I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

[ ] Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

Signature
[ ] Seller/ Please indicate in Power of Attorney or Attorney in Fact

Date

Signature
[ ] Seller/ Please indicate in Power of Attorney or Attorney in Fact