

PROJECT AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND THE TOWNSHIP
OF ABERDEEN
FOR THE PRESERVATION OF REAL PROPERTY
KNOWN AND DESIGNATED AS BLOCK 12, LOTS 10.01, 12, AND 13 (650, 670, AND 680
LLOYD ROAD) AND BLOCK 12, LOT 9.01 (676 AND 707 LLOYD ROAD) ON THE
OFFICIAL TAX MAP OF THE TOWNSHIP OF ABERDEEN, MONMOUTH COUNTY, NEW
JERSEY

This PROJECT AGREEMENT entered into this _____ day of _____, 2024

BETWEEN

The **COUNTY OF MONMOUTH**, hereinafter referred to as the COUNTY and having offices
at the Hall of Records, One East Main Street, Freehold, NJ 07728.

AND

The **TOWNSHIP OF ABERDEEN**, hereinafter referred to as the TOWNSHIP and having offices at the
Municipal Building, 1 Aberdeen Square, Aberdeen, New Jersey 07747.

PURPOSE OF PROJECT AGREEMENT

To acquire real property known as KNOWN AND DESIGNATED AS BLOCK 12, LOTS 10.01, 12, and 13 (650, 670, AND 680 LLOYD ROAD ROAD) ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF ABERDEEN, MONMOUTH COUNTY, NEW JERSEY hereinafter referred to as the “Richard Samaha Property”, which will preserve the open space, and conserve the natural resources of said Property; and

To acquire real property known as KNOWN AND DESIGNATED AS BLOCK 12, LOT 9.01(676 AND 704 LLOYD ROAD ROAD) ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF ABERDEEN, MONMOUTH COUNTY, NEW JERSEY hereinafter referred to as the “John Samaha Property”, which will preserve the open space, and conserve the natural resources of said Property.

WITNESSETH

WHEREAS, the Properties are owned by Richard/Lee Samaha and John/ Yvonee Samaha with a mailing address of 1234 Drive, XXXXX, NJ XXXXX; and

WHEREAS, any correspondence or communication as to the COUNTY regarding the AGREEMENT shall be directed to the Monmouth County Park System, 805 Newman Springs Road, Lincroft, NJ 07738, Attention: Andrew Spears, Director; and

WHEREAS, any correspondence or communication as to the TOWNSHIP regarding this AGREEMENT shall be directed to the Municipal Building, Municipal Building, 1 Aberdeen Square, Aberdeen, NJ 07747, Attention: Bryan Russell, Township Manager; and

WHEREAS, the COUNTY has established the Monmouth County Open Space, Recreation, Floodplain Protection, Farmland and Historic Preservation Trust Fund for funding COUNTY open space preservation, natural resources conservation and public park and recreation projects; and

WHEREAS, the TOWNSHIP has established the Aberdeen Township Open Space Trust Fund for funding TOWNSHIP open space preservation, natural resources, conservation and public park and recreation projects within the TOWNSHIP; and

WHEREAS, both the COUNTY and the TOWNSHIP recognize the importance of preserving the Property in perpetuity for open space preservation, natural resources conservation and public park and recreation purposes; and

WHEREAS, the COUNTY and the TOWNSHIP recognize the value of cooperating with one another to preserve and protect the Property; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the COUNTY and the TOWNSHIP agree as follows:

A. Obligations of the COUNTY:

1. The COUNTY shall, upon receipt of an accepted written Formal Offer presented by the TOWNSHIP to the Richard/Lee and John/Yvonee Samaha, owners of the Properties, shall bring this matter before the Monmouth County Board of Recreation Commissioners for recommendation by adopted Resolution and then before the Monmouth County Board of County Commissioners for authorization by adopted Resolution to participate in said land preservation project.
2. Upon authorization by adopted Resolution COUNTY shall encumber funds from its Open Space Trust Fund to cover 50% of the accepted Formal Offer to purchase interest of the Real Property.
3. Upon authorization by adopted Resolution, the COUNTY shall assign counsel to work with the TOWNSHIP'S attorney to enter into a Contract for Sale of Property with the owner(s) of the Property.
4. Upon signing of a Contract with the TOWNSHIP and the owner(s) of the Property, the Monmouth County Park System may, by mutual agreement commence due diligence by commissioning a:
 - a. Title search and title commitment certified to both the COUNTY and the TOWNSHIP.
 - b. Preliminary Assessment/Site Investigation (PA/SI) certified to both the COUNTY and the TOWNSHIP.
 - c. Survey of the Property, certified to both the COUNTY and the TOWNSHIP.
5. Upon satisfactory completion of due diligence, the COUNTY will coordinate a closing of title with the TOWNSHIP'S attorney and the landowner(s) attorney and will accept a Deed of Conservation and Public Access Easement from the landowner(s) into the COUNTY over the entire Property.
6. The COUNTY will provide its cost-share for the acquisition of the Property at closing, as established by this PROJECT AGREEMENT.
7. Upon receipt of a Deed of Conservation and Public Access Easement, the COUNTY will have same recorded by the County Clerk.
8. The Deed of Conservation and Public Access Easement will be entered into the Land Register of public parkland, as maintained by the Monmouth County Park System.
9. The Property will be entered into COUNTY'S Recreation and Open Space Inventory (ROSI) as maintained by the NJDEP Green Acres Program.

B. Obligations of the TOWNSHIP:

1. The TOWNSHIP shall commission at least one (1) full narrative appraisal of the Property by an appraiser on the list of appraisers approved by the Green Acres Program.
2. The TOWNSHIP shall enter into negotiations with the landowner(s) and present a written Formal Offer for the acquisition of the Property on behalf of the TOWNSHIP and the COUNTY.
3. Upon receipt of the accepted Formal Offer the TOWNSHIP shall adopt an ordinance/Resolution authorizing the acquisition of the Property from the landowner(s).
4. The TOWNSHIP shall encumber funds from its Open Space Trust Fund or other funding methods to cover 50% of the accepted Formal Offer to purchase an interest in the Real Property, its cost-share to acquire the Property.
5. The TOWNSHIP shall assign counsel to work with the COUNTY'S counsel and the attorney for the landowner(s) to get under a Contract for Sale of Property for the acquisition of the Property.
6. Upon signing of a Contract with the COUNTY and the landowner(s) of the Property, the TOWNSHIP may, by mutual agreement commence due diligence by commissioning a:
 - a. Title search and commitment certified to both the COUNTY and the TOWNSHIP
 - b. Preliminary Assessment/Site Investigation (PA/SI) certified to both the COUNTY and the TOWNSHIP.
 - c. Survey of the Property, certified to both the COUNTY and the TOWNSHIP.
7. Upon satisfactory completion of due diligence, the TOWNSHIP will coordinate a closing of title with the COUNTY and the landowner(s) attorney and will accept a Deed that conveys fee simple interest to the TOWNSHIP from the landowner(s).
8. The TOWNSHIP will provide its cost-share for the acquisition of the Property at closing, as established by this PROJECT AGREEMENT.
9. Upon receipt of a Deed, the TOWNSHIP will have same recorded by the County Clerk.
10. The Property will become part of the park system of the TOWNSHIP and will be entered into the TOWNSHIP'S Recreation and Open Space Inventory (ROSI) as maintained by the NJDEP Green Acres Program.

C. Agreement as to terms individually, jointly and severally by each party, COUNTY and/or TOWNSHIP.

1. The parties agree upon appropriate signature and acknowledgement according to law as authorized by each governing body at a public meeting held by each, that the conditions and terms are intended to be included by reference in the Deed of Conservation Easement referred to herein and are intended to survive the closing of title.
2. This Agreement is binding upon all parties who sign same and all who succeed to their rights and responsibilities.
3. The parties further agree that each public entity that executes this Agreement has the legal authority to bind by and through its governing body to sign this Agreement and to take action as herein set forth to be provided by an appropriate resolution or ordinance of each public entity adopted at a public meeting.

IN WITNESS WHEREOF, the parties have caused these presents to be signed, sealed and acknowledged this day and year first written above.

TOWNSHIP OF ABERDEEN

COUNTY OF MONMOUTH

Mayor

Director, Board of County Commissioner

Township Clerk

Clerk, Board of County Commissioner

Reviewed as to form by:

Reviewed as to form by:

Township Attorney

Special Counsel