

STREET VACATION PROCEDURE AND APPLICATION

Complete the application form and submit the following. All items must be submitted to the Township Clerk's Office prior to consideration.

FEES:

- \$100.00 – Application Fee (Ordinance #18-2003)
- \$125.00 – Engineer Escrow Deposit

* Please note: these fees do not include County Clerk Recording Fees, Engineering Fees (minus escrow deposit), Tax Map Changes, Newspaper Publication Costs, Solicitor's Fees and any other fees that the Township may incur.

TAX MAP:

- 10 copies of the Egg Harbor Township Tax Map outlining/highlighting street(s), roadway(s), or alleyway(s) being requested for vacation.

CONSENT AND RELEASE:

- Consent and Release form(s), notarized.

* Applicant must attempt to secure a Consent and Release form from each property owner whose land adjoins or abuts the proposed street vacation.

* Proof of Service must be submitted in the form of an executed Consent and Release OR by copy of transmittal letter sent certified mail, return receipt.

REIMBURSEMENT AGREEMENT:

- Complete and sign the Reimbursement Agreement provided.

DESCRIPTION:

- Submit 3 sets of the metes and bounds description of the requested vacation, prepared by a licensed New Jersey land surveyor (signed and sealed).

The Township Engineer will review your application. Once all required information has been submitted and approved, the vacation request information will be forwarded to the Township Administrator for the preparation of the required Ordinance. Be advised the initial staff approval is not a guarantee that the vacation will be effectuated.

STREET VACATION APPLICATION

Applicant(s):	
Phone No.: <input type="checkbox"/> unlisted	
Mailing Address:	
Block/Lot:	
Name of Street(s), Roadway(s), Alleyway(s) to be vacated:	
Specific Purpose for Request and Potential Benefits:	
Signature:	
Date:	

EILEEN M. TEDESCO, TOWNSHIP CLERK
OFFICE OF TOWNSHIP CLERK
3515 BARGAINTOWN ROAD
EGG HARBOR TOWNSHIP, NEW JERSEY 08234
TELEPHONE: 609.926.4085

REIMBURSEMENT AGREEMENT

THE UNDERSIGNED, applicant for vacation of certain real property, hereby agrees to reimburse the Township of Egg Harbor for all costs, fees, and expenses associated with the vacation of the following street, road, alleyway, etc.:

(Name of Street, Road, Alleyway)

It is understood the costs, fees, and expenses shall include, but not be limited to: Atlantic County Clerk recording fees, Engineering fees (minus deposit), tax map changes, newspaper publication costs and solicitor's fees incurred by the Township. Payment to the Township shall be made within ten days from receipt of the bill. Should payment not be made and the Township have to effect collection through and attorney and/or its Solicitor, the undersigned shall pay 15% of the amount due as reasonable attorney's fees plus court and interest.

Dated: _____

Signature of Applicant

Signature of Applicant

Address of Applicant(s)

CONSENT AND RELEASE

Re: Property adjoining street to be vacated

Block(s) _____

Lot(s) _____

THIS CONSENT AND RELEASE MADE THIS _____ DAY OF _____, 20____,

BETWEEN

Applicant: _____

and

Adjoining Property Owner(s): _____

hereinafter referred to as Releasor(s), and the TOWNSHIP OF EGG HARBOR, as municipal corporation of the State of New Jersey, hereafter referred to as Releasee, having a principal place in business at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234-8321.

WITNESSETH:

WHEREAS Releasor(s) have requested and made application to Release for the vacation of certain Street(s), Roadway(s), or Alleyway(s), or either in the Township and the parties desire to obtain the consents and releases of all real property owners and tenants affected by the vacation:

NOW THEREFORE, in consideration of the vacation of the street(s), roadway(s), or alleyway(s), or either, as hereinafter described, and other available consideration, which is hereby acknowledged by Releasor(s), it is agreed as follows:

1. Releasor(s) hereby consent to the vacation of the certain street(s) and alley(s), or either, as described in the annexed Exhibit A which is incorporated herein, and further release and hold harmless Releasee from any costs, expenses, damages, attorney's fees, court costs, claims, demands, causes of action, suits and judgements, whether in law or in equity, and further agree to indemnify Releasee for all of same in the event of litigation or claims being presented as a result of the vacation of the aforesaid street(s) and alley(s), or either.
2. Releasor(s) acknowledge they do not have an absolute right to the vacation and that such action is taken in the sole discretion of Releasee's governing body after it first determines the nature and extent of the public use involved and the public interest.

IN WITNESS WHEREOF, the undersigned have hereafter set their hands and seals and caused these presents to be signed by its duly authorized officers or elected officials and its corporate seal affixed hereto.

Owner – please print

Owner Signature

Owner – please print

Owner Signature

State of New Jersey

SS

County of _____

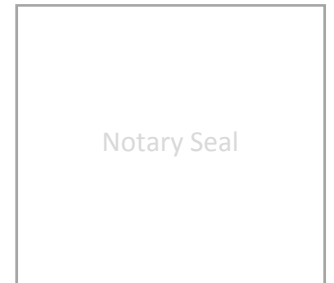
*The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, who is personally known by me or who has
produced _____ as identification.*

Signature of Notary: _____

Printed Name of Notary: _____

Notary Public State of: _____

My Commission expires on: _____



State of New Jersey

SS

County of _____

*The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, who is personally known by me or who has
produced _____ as identification.*

Signature of Notary: _____

Printed Name of Notary: _____

Notary Public State of: _____

My Commission expires on: _____

