

**RESOLUTION 162-21**

**RESOLUTION AUTHORIZING EXECUTION OF SITE ACCESS  
AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND  
DARSHIRAJA LLC**

*WHEREAS*, the Borough of Clayton has agreed to enter into an Agreement for Site Access; and

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Site Access Agreement between the Borough of Clayton and Darshiraja LLC.

2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

*ADOPTED*, at a regular meeting of the Mayor and Council of the Borough of Clayton held on August 12, 2021.

BOROUGH OF CLAYTON

  
\_\_\_\_\_  
THOMAS BIANCO, Mayor

Attest:

  
\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

**CERTIFICATION**

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, August 12, 2021.

\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

SITE ACCESS  
AGREEMENT

This Site Access Agreement ("Agreement") is entered into by and between **BOROUGH OF CLAYTON**, having the address of 125 N. Delsea Drive, Clayton, New Jersey 08312 (hereinafter "Seller") on the one hand, and **DARSHIRAJA LLC**, a Limited Liability Company of New Jersey, having a business address located at 369 N. Delsea Drive, Clayton, New Jersey 08312 (herein after "Buyer") and its agents on the other hand.

RECITALS

- A. Seller owns certain real property known as Block 1404, Lot 22 on the Official Tax Map of the Borough of Clayton (hereinafter referred to as the "Property"). Buyer is desirous of purchasing the Property from the Seller.
- B. The Property is currently vacant, however Buyer is not aware of its past history.
- C. To conduct certain inspections of the Property including a Phase 1 Environmental study Buyer has requested access to the Property.

AGREEMENT

The parties agree as follows:

- 1. Grant of Access. Seller grants permission to Buyer and its representatives, including employees, suppliers, consultants, and contractors (together referred to as the "TU") to enter the Property at all reasonable times for the sole purpose of conducting the investigations.
- 2. Interference. TU shall not allow the Activities on the Property to be performed in a manner that unreasonably interferes with Seller's use or enjoyment of the Property. TU shall not inhibit Seller's access to the Property as a result of the Activities.
- 3. Safety. As between Seller and Buyer, during the conduct of the investigations, Buyer and Buyer's agents shall be solely responsible for the safety of all persons entering the Property pursuant to this Agreement.
- 4. Release and Indemnity. To the maximum extent permitted by law, TU shall release, indemnify, defend, and hold harmless Seller and its affiliates, subsidiaries, agents, officers, employees, and shareholders from and against any and all claims, demands, fines, damages, and liabilities arising from any negligent or wrongful act by TU committed while on the Property in connection with the investigations, or arising from any breach of this Agreement by TU. The foregoing obligation of TU shall survive revocation of TU's access rights under this Agreement and termination or expiration of this Agreement.

5. Data and Reports. TU shall provide Seller with all of its data, reports, and recommendations relating to the Property and the investigations. TU shall provide this information to Seller within 30 days after TU receives it.

6. Rights and Privileges. The rights and privileges granted by this instrument shall cease upon completion of the Work and completion of all restoration work as identified in Article 8 below.

7. Work Performance. The Work shall be performed in a workmanlike manner.

8. Property Restoration. Grantee shall take reasonable precautions to minimize damage to the Property from the Work. Grantee will restore the Property to its condition existing at the time the Work began.

9. Insurance. TU will carry comprehensive general liability insurance with respect to the Activities undertaken by TU. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury, death, or property damage and name Seller as an additional insured on that insurance. TU will cause each of its contractors, subcontractors, suppliers, and others entering the Property on its behalf to maintain comprehensive general liability insurance in that same amount with respect to their entry on the Property, and ensure that such contractors, subcontractors, suppliers and others name TU and Seller as additional insureds on that insurance. To the extent that Seller and its employees participate in implementation of the Activities, Seller will carry similar insurance for its employees covering that participation. The limit of any insurance required hereunder shall not limit the liability of TU under this Agreement. Upon request, TU and Seller shall provide the other with insurance certificates or other evidence of the insurance coverage required under this Agreement.

10. Notice.

10.1 TU shall generally keep Seller informed of when it is accessing the Property and for what purpose. TU and Seller shall reach agreement in advance about the timing of the implementation phase of the Activities.

10.2 All other notices under this Agreement must be sent by first-class mail, personal delivery, facsimile or email. Notice is effective upon receipt.

**To Seller:**

Borough of Clayton  
125 N. Delsea Drive  
Clayton, New Jersey 08312  
Attention: Borough Clerk  
Attention: Tim Scaffidi, Esquire

**With a copy to:**

Suzanne Cunningham  
Century 21 Raug and Johns  
508 Hurffville Cross Keys Road  
Sewell, NJ 08080  
Email SuzanneCunningham.C21.com;  
(856) 582-0366 ext 115

**To Buyer:**

Darshiraja, LLC  
369 N Delsea Drive  
Clayton, new Jersey 08312

**With a copy to:**

Cahill, Wilinski Rhodes & Joyce, P.C.  
Attention: Peter M. Rhodes, Esquire  
89 Haddon Avenue, Suite A  
Haddonfield, NJ 08033  
Fax: (856) 428-8471  
Email: [pmr@cahill-law.com](mailto:pmr@cahill-law.com)

11. Severability. Should any provision of this Agreement at any time conflict with any law, ruling, or regulation and be unenforceable, that provision shall continue in effect only to the extent it remains valid. If any provision of this Agreement becomes thus inoperative, the remaining provisions shall remain fully effective.


12. Execution in Counterparts: This Agreement may be executed in counterparts, all of which shall constitute but one and the same contract.

13. Electronic Signatures. Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.A.A. 12A:12-1 to 26, applies to this transaction, including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that are created, generated, sent, communicated, received, or stored in connection with this transaction. Since Section 11 of the Act provides that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an electronic signature of one of the parties to this Contract, do not have to be witnessed.


Wherefore the parties have set their hands and seals as of the date set forth next to their signatures below.

WITNESS:

BOROUGH OF CLAYTON, Seller

  
Date: 8/13/21

BY:

  
Name of Authorized Person  
Title Mayor


WITNESS:

DARSHIRAJA LLC, Buyer

8/11/2021

Date:

BY:

DocuSigned by:  
  
0B4168EA8E1F42B  
HETAL MODI, Authorized Person

**To Buyer:**

Darshiraja, LLC  
369 N Delsea Drive  
Clayton, new Jersey 08312

**With a copy to:**

Cahill, Wilinski Rhodes & Joyce, P.C.  
Attention: Peter M. Rhodes, Esquire  
89 Haddon Avenue, Suite A  
Haddonfield, NJ 08033  
Fax: (856) 428-8471  
Email: [pmr@cahill-law.com](mailto:pmr@cahill-law.com)