**Written Agreement Concerning Notice in Lieu of Deed Notice Example**

This agreement (hereinafter “Agreement”) is made as of this \_\_ day of \_\_\_\_\_\_\_\_\_\_, 20XX by and between the [Person Responsible for Conducting Remediation (PRCR's) Name] (“PRCR”), having a principal place of business at [full address] and the [**Name of the State or Federal government agency (except for the Department of Defense) that owns the Property]** (“[Owner]”) (having its principal place of business at [full address]. PRCR and Owner may collectively be referred to as “the **Parties**.” This Agreement shall serve as an agreement between the Parties regarding the Notice in Lieu of Deed Notice described herein.

**BACKGROUND**

PRCR is the person responsible for conducting the remediation of the hazardous substances discharged at the real property located at (Street Address of Site, Municipality, County) (“Site”), which the New Jersey Department of Environmental Protection (“DEP”) has designated as Site Remediation Program Interest No. PI Number # [ ].

Owner is the owner of certain real property designated as [describe the property and location (e.g., street, intersection/cross streets, sidewalk), Municipality, County] (“Property”) (as shown in Attachment A). The Property is a [right of way, easement, public roadway].

Hazardous substances discharged at the Site have been identified at the Property.

PRCR’s Licensed Site Remediation Professional, [identify the person and license number] has approved a remedial action for the Site that will result in soil contamination remaining on the Property in concentrations that do not allow for the unrestricted use of the Property and which requires the use of engineering and/or institutional controls.

**NOW THEREFORE**, in an effort to better clarify the roles and responsibilities of the Parties and the restrictions on the Property, the Parties hereby agree as follows:

**PRCR’s Obligations**

1. PRCR has prepared the attached Notice in Lieu of Deed Notice in accordance with N.J.A.C. 7:26C-7.2(b)2 and may also provide other related documents, as appropriate, for execution by the Owner.
2. PRCR will provide copies of the executed Notice in Lieu of Deed Notice to the entities designated in N.J.A.C. 7:26C-7.2(b)2 and 3.
3. [As appropriate, include paragraph(s) detailing what Operation, Maintenance, and Monitoring (OMM) tasks that the PRCR will perform].
4. PRCR will prepare and submit a Soil Remedial Action Protectiveness/Biennial Certification Form.

**Owner’s Acknowledgments and Obligations**

1. Owner acknowledges that it will comply with the restrictions on use of the Property detailed in the Notice in Lieu of Deed Notice and/or Soil RAP, specifically [that certain activities (e.g., repaving a road, excavating the road) on the Public Lands may be restricted or require NJDEP/LSRP notification/approval prior to the Owner conducting such activities].
2. [As appropriate, include paragraph(s) detailing what OMM tasks that the Owner will perform].
3. Owner acknowledges that execution of this Agreement will serve as Owner’s signature on the Notice in Lieu of Deed Notice and any subsequent Soil RAP Applications related to the Notice in Lieu of Deed Notice for this Property.

**General Provisions**

1. This Agreement shall be interpreted in accordance with the laws of the State of New Jersey.
2. This Agreement may be executed in counterparts, which shall bear the Parties’ signatures. Each counterpart shall constitute one and the same instrument, shall be binding on the Parties, and shall for each and every intent, reason and purpose be considered an original thereof. This Agreement may be executed by facsimile or by portable document format (.pdf) signature, such that execution of this Agreement by facsimile or by portable document format (.pdf) signature shall be deemed effective for all purposes as though this Agreement was executed as a “blue ink” original.
3. Each undersigned representative of PRCR and Owner certifies that he or she is authorized to enter into this Agreement, and to execute and legally bind each party to this Agreement.
4. This Agreement may only be modified by the mutual agreement of the Parties. Further, any modification to this Agreement shall be in writing and executed by the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their proper officers on the dates set forth below.

PRCR: [PRCR’s NAME]

Date: By:

[PRCR’s Signatory Name]

[Title]

PROPERTY OWNER: [PROPERTY OWNER’S NAME]

Date: By:

[Property Owner’s Signatory Name]

[Title]