

A RESOLUTION OF THE SAYREVILLE ECONOMIC AND REDEVELOPMENT AGENCY APPROVING AMENDMENT OF A CERTAIN EASEMENT AGREEMENT BY AND AMONG SAYREVILLE SEAPORT ASSOCIATES URBAN RENEWAL, L.P., THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY, AND SAYREVILLE ECONOMIC & REDEVELOPMENT AGENCY

WHEREAS, On January 9, 2025, the Sayreville Economic and Redevelopment Agency (the “Agency”) approved and executed an easement agreement (the “Easement Agreement”) between and among Sayreville Seaport Associates Urban Renewal, L.P. (“SSA”), the Middlesex County Improvement Authority (“MCUA”) and Sayreville Economic and Redevelopment Agency (the “Agency”); and

WHEREAS, the MCUA has requested an amendment to the easement, reducing the required automobile insurance coverage from \$5,000,000 to \$1,000,000/2,000,000 which is the usual level of insurance coverage carried by the MCUA; and

WHEREAS, the Agency Attorneys have reviewed the requested amendment and they find it acceptable for the Agency’s execution; and

NOW, THEREFORE, BE IT RESOLVED, by the Sayreville Economic and Redevelopment Agency that the Agency hereby (i) approves the aforesaid amendment to the Easement Agreement and (ii) authorizes the Executive Director and/or Chairman to execute said amendment; and

IT IS FURTHER RESOLVED that the Executive Director and/or Chairperson are hereby authorized and directed to take any further action and to execute any documents as may be necessary to effectuate this Resolution.

OFFERED BY:

Robert Davis

SECONDED BY:

Kenneth Scott

Governing Body Recorded Vote:

Members:	Aye	Nay	Abstain	Absent
1. Robert Davis	<u>X</u>	—	—	—
2. Robert DeWise	<u>X</u>	—	—	—
3. Rosetta Fisher	—	—	—	<u>X</u>
4. Steve Grillo	<u>X</u>	—	—	—
5. Trushar Parikh	<u>X</u>	—	—	—
6. Donna Roberts	<u>X</u>	—	—	—
7. Ken Scott	<u>X</u>	—	—	—
8. John Zebrowski	<u>X</u>	—	—	—

I, Himanshu Shah, Secretary and certifying agent of the Sayreville Economic and Redevelopment Agency, hereby certify that the foregoing Resolution was adopted at a regular meeting of the Agency held on April 10, 2025.

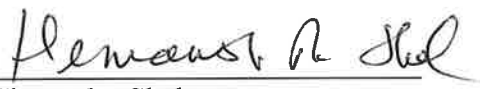

Himanshu Shah
Secretary & Executor Director

Exhibit A

101 Crawford's Corner Road
Suite 3400
Holmdel, NJ 07733
Main: 877 627 3772



DESCRIPTION OF PROPERTY
BOROUGH OF SAYREVILLE
MIDDLESEX COUNTY, NEW JERSEY

UTILITY EASEMENT
BLOCK 256.01, PART OF LOT 24
PROJECT NO. 05000500j
NOVEMBER 7, 2024
REVISED 01-09-2025
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All that certain tract, or parcel of land situate, lying and being in the Borough of Sayreville, in the County of Middlesex and the State of New Jersey, and being all of a variable width utility easement dedicated to the Middlesex County Utility Authority, the same being a portion of Lot 24, Block 256.01, as shown on a map entitled "Utility Easement Exhibit for Middlesex County Utilities Authority, a portion of Block 256.01, Lot 24, Borough of Sayreville, Middlesex County, New Jersey", prepared by Colliers Engineering & Design, dated November 7, 2024, revised through January 9, 2025, and being more particularly bounded and described as follows:

BEGINNING at the intersection of the westerly right of way line of Main Street, (120' foot wide right of way), with the common line between Lot 24, Block 256.01 and Lot 10, Block 256.01, and running; thence—

1. **S 71°36'56" W, 63.54 feet**, along the aforesaid common line between Lot 24, Block 256.01 and Lot 10, Block 256.01, to a point in the same, thence –
2. **N 45°09'03" E, 113.76 feet**, through a portion of the aforesaid Lot 24, Block 256.01, to the aforesaid westerly right of way line of Main Street, thence –
3. **S 18°41'11" W, 63.54 feet**, along the aforesaid westerly right of way line of Main Street, to the Point and Place of **BEGINNING**.

CONTAINING: 1,611 square feet or 0.037 acres of land, more or less.

SUBJECT TO: to all easements, restrictions, reservations, agreements, covenants and rights of way of record.

The foregoing description was prepared by the undersigned surveyor for the firm of Colliers Engineering & Design and is based on the aforementioned utility easement exhibit plan.



Digitally signed by Eric Wilde
Date: 2025.01.09 16:39:16 -0500

January 9, 2025

Date:

Eric V. Wilde, P.L.S.

New Jersey Professional Land Surveyor

License Number GS43279

Record and Return To:
Gibbons, P.C.
One Gateway Center
Newark, New Jersey 07102
Attn: Jennifer Phillips Smith, Esq.

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (this "Agreement") is entered into this 9th day of January, 2025, by and between SAYREVILLE ECONOMIC AND REDEVELOPMENT AGENCY, a political subdivision of the State of New Jersey, having an office at 167 Main Street, Sayreville, New Jersey 08872 ("SERA"), SAYREVILLE SEAPORT ASSOCIATES URBAN RENEWAL, L.P. (f/k/a SAYREVILLE SEAPORT ASSOCIATES, L.P.), a Delaware limited partnership, having an office at c/o PGIM, Inc., 655 Broad Street, Newark, New Jersey 07102 ("SSA", together with SERA, "SERA/SSA") and MIDDLESEX COUNTY UTILITIES AUTHORITY, a political subdivision of the State of New Jersey, having an office at 2571 Main Street, Sayreville, New Jersey 08872 ("MCUA").

BACKGROUND:

A. SERA is the owner of certain real property designated as Block 256.01, Lot 24 (formerly part of Block 257, Lot 3.04) on the Tax Map of the Borough of Sayreville ("Borough"), Middlesex County, New Jersey (the "SERA Property").

B. The SERA Property is located within Redevelopment Parcel "C" of the Borough designated Waterfront Redevelopment Area on the site of the former National Lead Industries property.

C. SSA is the designated redeveloper and ground lessee of the SERA Property for which SSA secured development approvals from the Borough Planning Board for the construction of five (5) buildings in what is known as the Gateway Services District.

D. Sayre and Fisher Land Company, SERA's predecessor in interest, entered into a Limited Grant of Easement (the "Existing Limited Easement") dated as of February 20, 1958, and recorded on March 11, 1958, in the Middlesex County Clerk's office in Book 2017, Page 214 encumbering the SERA Property.

E. MCUA operates and maintains the sanitary sewer line known as the South Bay Force Main ("SBFM") that is located under property adjacent to the portion of the SERA Property currently governed by the Existing Limited Easement.

F. SERA and MCUA acknowledge that SSA's redevelopment of the SERA Property requires the termination of the Existing Limited Easement, which Termination of Limited Grant of Easement shall be executed contemporaneously herewith, in exchange for which SERA/SSA are willing to grant MCUA an easement encumbering a smaller portion of the SERA Property to

provide access to maintain and repair the SBFM, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, SERA/SSA and MCUA, intending to be legally bound, hereby agree as follows:

1. Grant of Sanitary Sewer Easement. Subject to the terms of this Agreement, SERA/SSA hereby grants to MCUA and its employees, agents, licensees and contractors (collectively, the "MCUA Parties"), for the benefit of MCUA, a non-exclusive, perpetual easement (the "Easement") to those portions of the SERA Property depicted on Exhibit A attached hereto and more particularly described by metes and bounds on Exhibit B attached hereto (such portion of the SERA Property, the "Easement Area"). The Easement is granted for the sole purpose of accessing, operating, maintaining, inspecting, repairing, reconstructing, and replacing the existing SBFM running near the Easement Area by the MCUA Parties. The non-exclusive Easement may not be utilized by the MCUA Parties for any other purpose or to benefit any other property or parties.

2. Restrictions.

(a) No Parking Rights. This Agreement does not create any rights for MCUA or any of the MCUA Parties to park or leave vehicles or equipment on the SERA Property.

(b) Coordination with SERA/SSA. Notwithstanding the easement rights granted herein, and except in the case of an emergency, neither MCUA nor any of the MCUA Parties shall undertake or perform any maintenance or repair activities that (i) prevent or hinder, either wholly or partially, the use of the SERA Property by the SERA Parties (as hereafter defined), or (ii) result in the removal or replacement of any asphalt, concrete or pavement, without first obtaining SSA's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. SSA shall be entitled to limit the timing, scope and duration of such repairs, provided such limitations are reasonable under the circumstances.

(c) Use and Enjoyment of Easement Area by SSA. Except as otherwise provided in this Agreement, SSA, its heirs, successors and assigns, reserves the right to use and enjoy the surface of the Easement Area located within the SERA Property, provided that such use shall not interfere with or cause injury or damage to the SBFM or appurtenances thereto. SSA may install landscaping, curbing, paving, sidewalks, and fencing within the Easement Area, but SSA agrees that no buildings or walls may be placed in the Easement that would preclude or hamper access to the SBFM from the Easement Area.

3. Maintenance. SSA shall maintain the surface of the Easement Area for the duration of its lease of the SERA Property. If MCUA or the MCUA Parties undertake any work within the Easement Area, such parties shall return said Easement Area to its original condition (as such condition existed immediately prior to the performance of the work) immediately after the work is complete at the MCUA's sole cost and expense. MCUA, at its sole cost and expense, shall (i) operate, inspect, repair, and maintain the SBFM in good and safe condition, and (ii) comply with

all laws, ordinances, rules and regulations pertaining to the maintenance or condition of the Easement Area, including but not limited to obtaining all required authorizations, permits or approvals prior to undertaking any maintenance or repair activities related to the SBFM or related work within the Easement Area.

4. Damage to Improvements. MCUA, at its sole cost and expense, shall be responsible for the reconstruction, repair or replacement, as applicable, of any damage or destruction to the Easement Area or the SERA Property (and improvements and other property located thereon) resulting from any acts or omissions of any of the MCUA Parties or the use of the Easement Area or the portion of the SERA Property required to access the Easement Area by any of the MCUA Parties. At the sole option of SSA, MCUA shall either (i) promptly pay damages to SSA in an amount equal to the costs incurred by SSA, or (ii) diligently proceed to reconstruct, repair, or replace such damage or destruction to substantially the same condition as existed prior to such damage or destruction and to the reasonable satisfaction of SSA.

5. Prior Notice for Access. MCUA shall provide SSA with notice at least 48 hours in advance of its entry into the Easement Area to perform any construction, reconstruction, operation, maintenance, inspection, protection or repair of the SBFM. In the event of an emergency, MCUA shall provide SSA with notice simultaneously with its entry into the Easement Area.

6. Insurance. Any contractor performing work within the Easement Area on behalf of the MCUA shall provide to all Parties, from companies authorized to do business in New Jersey, insurance certificates reflecting the coverage limits described below and reflecting on such coverage that the Parties are additional insureds against whom subrogation has been waived. Such insurance certificates shall provide for thirty (30) days' notice in writing to the Parties prior to any cancellation, expiration, material changes, or non-renewal during the term of this Easement. During the term of this Easement, the minimum coverages required and maintained by any contractor performing work within the Easement Area shall be as below:

Commercial General Liability Insurance: \$2,000,000.

Automobile Liability Insurance: \$5,000,000.

Umbrella/Excess Liability Insurance: \$5,000,000.

Workers' Compensation Insurance: Amount required by law.

7. Compliance with Laws. MCUA agrees, in exercising its rights of access to, and use of, the Easement Area, that it will comply with all statutes, laws, ordinances, rules, regulations, orders and other requirements of all agencies, bureaus, departments, and officials of Federal, State, Borough and municipal and local governments, public authorities and utility companies having or claiming jurisdiction over the SERA Property or any part thereof or any actions being taken thereon, or over SERA/SSA or MCUA, with respect to this Agreement, which are applicable to the SERA Property or any part thereof or the manner of use thereof, including but not limited to complying with all applicable environmental laws and regulations.

8. Reservation of Rights. SERA/SSA reserves, for itself, the SERA Parties (as hereafter defined) and others, the right to use and occupy for any purpose whatsoever any portion

(both above and below) of the SERA Property, including, without limitation, any portion of the SERA Property which may be affected by the Easement Area granted hereunder.

9. Indemnification. MCUA agrees to indemnify, defend and hold harmless SERA and their successors and assigns, and their employees, agents, tenants (including SSA), subtenants, licensees, contractors and invitees (collectively, the "SERA Parties") from all demands, claims, liabilities, fines, violations, damages, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and other reasonable costs of defense) arising from or relating to (i) any acts or omissions of MCUA or any of the MCUA Parties on the SERA Property, including the Easement Area, or (ii) any breach of this Agreement.

10. Binding Nature. The Easement is subject to, and shall be exercised in accordance with, the terms and conditions hereof, and no third party beneficiary rights are created or inferred, except as expressly stated herein.

11. Dedication. Nothing contained in this Agreement shall be deemed to be a present gift or dedication of any portion of the SERA Property to the general public, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and SERA/SSA's successors and assigns, any rights or remedies under or by reason of this Agreement.

12. Duration of Easement. Except as expressly set forth in this Agreement to the contrary, the grant of the easements, rights, privileges and agreements set forth herein shall continue in perpetuity.

13. Default/Remedies. In the event of any actual or threatened violation hereof by MCUA or any of the MCUA Parties, SERA/SSA shall be entitled to all legal and equitable remedies including injunctive relief and specific performance. If MCUA shall default in the performance of any of its obligations under this Agreement, and such default shall continue for a period of thirty (30) days after notice (except in the case of an emergency, in which case such cure period shall be reduced to an amount of time necessary under the circumstances) is given to MCUA specifying the default and demanding that the default be cured, SERA/SSA shall have the right (but not the obligation), without waiving or releasing any other right or remedy in connection with the default, to cure such default on the account of MCUA.

14. Notices. Any notice or communication which may be given or is required to be given pursuant to the terms of this Agreement shall be in writing and shall be personally delivered, mailed by certified or registered mail, return receipt requested, delivered by a nationally recognized overnight courier, to the parties as follows:

If to SERA:	Sayreville Economic and Redevelopment Agency 167 Main Street Sayreville, New Jersey 08872. Attn: Borough Clerk
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with a copy to:	Hoagland, Longo, Moran, Dunst & Doukas 40 Paterson Street
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New Brunswick, New Jersey 08903
Attn: Michael J. Baker, Esq.

If to SSA: Sayreville Seaport Associates Urban Renewal, L.P.
c/o PGIM, Inc.
655 Broad Street
Newark, New Jersey 07102
Attn: Matthew Karpa

with a copy to: Gibbons P.C.
One Gateway Center
Newark, New Jersey 07102
Attn: Jennifer Phillips Smith, Esq.

If to MCUA: Middlesex County Utilities Authority
2571 Main Street Extension
P.O. Box 159
Sayreville, New Jersey 08872
Attn:

with a copy to: McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068
Attn: Eric E. Tomaszewski, Esq.

or to such other address as any party may from time to time designate by written notice to the other. A notice or communication which is mailed or personally delivered shall be deemed to be given and received on the actual date of receipt. Attorneys for a party are authorized to give notices on behalf of such party.

15. No Waiver. The failure of any party in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as the waiver of such or any similar provision or covenant, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

16. Attorney's Fees. In the event any party hereto employs an attorney in connection with claims by one party against the other arising from the enforcement of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable attorneys' fees and court costs incurred in connection with such enforcement.

17. Recordation. This Agreement may be recorded in the official land records of the County of Middlesex, New Jersey.

18. Effective Date; Term. This Agreement shall be in full force and effect upon its recordation. This Agreement shall remain in effect in perpetuity, unless otherwise set forth herein.

19. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. If any provisions or portions hereof or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder or the applications of such provisions or portions thereof to any other person or circumstances shall not be effected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Modifications; Captions. No agreement shall be effective to add to, change, modify, waive or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by all of the parties hereto. The captions of this Agreement are inserted solely for convenience of reference only and shall not be deemed to define, describe or limit the scope or intent of this Agreement or any term hereof.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which when taken together shall constitute one agreement.

[Remainder of page intentionally left blank; signatures appear on next page]

INTENDING TO BE LEGALLY BOUND, this Termination has been duly executed as of the day and year first above set forth.

WITNESS:



GRANTOR:

**SAYREVILLE ECONOMIC AND
REDEVELOPMENT AGENCY,**

By: 
Name: John Zebrowski
Title: Chairman

WITNESS:

GRANTEE:

**MIDDLESEX COUNTY UTILITIES
AUTHORITY, formerly Middlesex County
Sewerage Authority,**

By: _____
Name: _____
Title: _____

STATE OF NEW JERSEY)
) ss:
COUNTY OF Middlesex)

I CERTIFY that on January 9, 2025,

Before me, the subscriber, a notary public, personally appeared John Zebrowski,
being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that:

(a) This person is the Chairman of Sayreville Economic Redevelopment
Agency, the Grantor named in the within Instrument;

(b) The execution as well as the making of this Instrument has been duly authorized
and said Instrument was signed and delivered as and for the voluntary act and deed of Grantor.


Notary Public

My Commission Expires:

Nicole L. Waranowicz
NOTARY PUBLIC
State of New Jersey
ID # 50108785
My Commission Expires July 21, 2029

[illegible]

I CERTIFY that on _____, 2025,

Before me, the subscriber, a notary public, personally appeared _____,
being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that:

(a) This person is the _____ of Middlesex County Utilities Authority,
the Grantee named in the within Instrument;

(b) The execution as well as the making of this Instrument has been duly authorized and said Instrument was signed and delivered as and for the voluntary act and deed of Grantee.

Notary Public
My Commission Expires:

Record and return to:

TERMINATION OF LIMITED GRANT OF EASEMENT

THIS TERMINATION OF LIMITED GRANT OF EASEMENT (the "Termination") is dated as of January 9, 2025 by and between **SAYREVILLE ECONOMIC AND REDEVELOPMENT AGENCY**, a public body corporate and politic, organized and existing under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, ("Grantor"), having offices at 167 Main Street, Sayreville, New Jersey 08872, and **MIDDLESEX COUNTY UTILITIES AUTHORITY, formerly Middlesex County Sewerage Authority**, a public body corporate and politic, organized and existing under the laws of the State of New Jersey ("Grantee"), having offices at 2571 Main Street Extension, Sayreville, NJ 08872.

RECITALS:

A. Grantor is the owner of certain real property designated as Block 256.01, Lot 24, (formerly part of Block 257, Lot 3.04) on the Tax Map of the Borough of Sayreville, Middlesex County, New Jersey (the "Grantor's Property").

B. Sayre and Fisher Land Company, Grantor's predecessor in interest, entered into a Limited Grant of Easement (the "Easement") dated as of February 20, 1958, and recorded on March 11, 1958, in the Middlesex County Clerk's office in Book 2017, Page 214 encumbering Grantor's Property.

C. Grantor and Grantee, as the burdened and benefited parties respectively, desire to extinguish and terminate the Easement and all rights, obligations and covenants associated therewith.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties agree as follows:

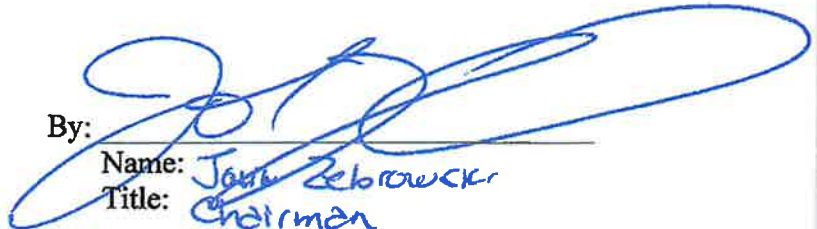
1. As of the date hereof, the Easement is terminated and of no further force or effect.
2. This Termination may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. This Termination shall be recorded.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on the date written on the first page of this Agreement.

WITNESS:


**SAYREVILLE ECONOMIC AND
REDEVELOPMENT AGENCY**



By: 
Name: John Zebrowicki
Title: Chairman

WITNESS:

**SAYREVILLE SEAPORT ASSOCIATES
URBAN RENEWAL, L.P.**

By: 
Name: Matthew Karp
Title: Vice President

WITNESS:

**MIDDLESEX COUNTY UTILITIES
AUTHORITY**

Name:

Name:
Title:

EXHIBIT A

(See Depiction of Easement Area Attached)

EXHIBIT B

(See Legal Description of Easement Area Attached)

STATE OF NEW JERSEY)
) ss.:
COUNTY OF Middlesex

On January 9, 2025, before me, the undersigned, personally appeared John Zebrowski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Chairman of the Sayreville Economic and Redevelopment Agency, and that by his/her signature on the instrument, the Sayreville Economic and Redevelopment Agency executed this instrument.



Notary Public
Nicole L. Waranowicz
NOTARY PUBLIC
State of New Jersey
ID # 50108785
My Commission Expires July 21, 2029

STATE OF NEW JERSEY)
) ss.:
COUNTY OF Union

On February 6, 2025, before me, the undersigned, personally appeared Matthew Karpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Vice President of Sayreville Seaport Associates Urban Renewal, L.P., and that by his/her signature on the instrument, Sayreville Seaport Associates Urban Renewal, L.P. executed this instrument.

STEPHEN KARPA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/7/2027
#2283936



Notary Public

STATE OF NEW JERSEY)
) ss.:
COUNTY OF UNION

On FEBRUARY 6, 2025, before me, the undersigned, personally appeared MAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as _____ of the Middlesex County Utilities Authority, and that by his/her signature on the instrument, the Middlesex County Utilities Authority executed this instrument.

Notary Public