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Clinton Allen  
5/24/24

**CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY**

**RESOLUTION 2024-43**

**Resolution Authorizing Agreement with Developers and Execution of NJDOT Permit**

**WHEREAS**, CP Land North Urban Renewal, LLC (“CP North”) is proposing the development of four warehouses, with a combined area of approximately 2,048,022 +/- square feet of warehouse space, on land located near NJSH Route 40 and Quilleytown Road and more particularly known as Block 239, Lots 17, 17.01, 17.02 and 19 on the Official Carneys Point Township Tax Maps (the “CP North Project”); and

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**WHEREAS**, CP Land South Urban Renewal, LLC (“CP South”) is proposing the development of approximately 1,754,996 +/- square foot warehouse space located adjacent to NJSH Route 40 on land more particularly known as Block 255, Lot 12 on the Official Carneys Point Township Tax Maps (the “CP South Project”); and

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**WHEREAS**, RG Carneys Point Urban Renewal, LLC (“RG Carney”) is developing 1,126,443 +/- square feet of warehouse space on land located along Forest Lane and NJSH Route 40 and being (or will be, following the proposed lot consolidation) Block 255, Lot 5.02 on the Township Tax Map (the “RG Carney Project”); and

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**WHEREAS**, the CP North Project, the CP South Project and the RG Carney Project are referred to collectively as the “Projects”; and CP North, CP South and RG Carney may hereinafter be referred to collectively as the “Developers”; and

**WHEREAS**, Developers, at their expense have agreed: (i) to construct certain upgrade work to the McLane Pump Station owned and operated by the Authority to ensure that the McLane Pump Station will have sufficient capacity to accommodate the Projects (the “McLane Pump Station Work”); and (ii) to construct an approximately 10,000 +/- lineal foot 6” force main along Harding Highway (NJSH Route 48), Wiley Road (US Route 40), and Course Landing Road (Salem County Rt. 628), from the RG Carney Project to the McLane Pump Station (the “Route 40 & Route 48 Conveyance Improvements”); and

**WHEREAS**, the McLane Pump Station Work and the Route 40 & Route 48 Conveyance Improvements will serve all of the Projects; and

**WHEREAS**, the McLane Pump Station Work and the Route 40 & Route 48 Conveyance Improvements are referred to hereinafter collectively as the “Sanitary Sewer Improvements”;

**WHEREAS**, the Developers, by and through the Authority obtained a New Jersey Department of Transportation (“NJDOT”) Highway Occupancy Permit under Permit# 0-40-S-54071-2024 (the “Permit”) for Utility Opening on Route 40 in Carneys Point Township to allow for the construction and installation of the Sanitary Sewer Improvements; and

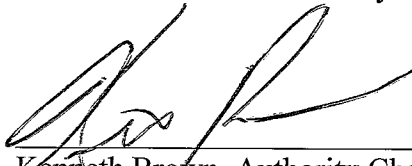
**WHEREAS**, consistent with the Permit, the Permittee is the Authority and the Authority is therefore required to execute the Permit which is an acknowledgment of all rules and regulations of the NJDOT and potential penalties associated with failure to abide by the rules and regulations; and

**WHEREAS**, the Developers and the Authority would like to enter into an Agreement which sets forth the rights and obligations of the respective parties with regard to the Authority's signing of the Permit, which Agreement has been attached hereto as Exhibit A; and

**WHEREAS**, the Authority has reviewed the proposed Agreement and is satisfied with it.

**NOW THEREFORE, BE IT RESOLVED** by the Authority that;

1. The Agreement attached hereto as Exhibit A is approved and the Chairman is authorized to sign the Agreement on behalf of the Authority.
2. Upon obtaining signatures from all parties on the Agreement, the Chairman is authorized to sign the Permit on behalf of the Authority.



Kenneth Brown, Authority Chairman

Date of Adoption: May 21, 2024

| Committee  | Moved | Seconded | Y | N | Abstain | Absent |
|------------|-------|----------|---|---|---------|--------|
| Mr. Bomba  |       |          | ✓ |   |         |        |
| Mr. Basile |       |          | ✓ |   |         |        |
| Mr. Brown  |       |          |   |   |         | ✓      |
| Mr. Newton | ✓     |          | ✓ |   |         |        |
| Dr. Racite |       | ✓        | ✓ |   |         |        |

**AGREEMENT TO SIGN NEW JERSEY DEPARTMENT  
OF TRANSPORTATION PERMIT FOR SANITARY  
SEWER FORCE MAIN CONSTRUCTION**

THIS AGREEMENT (the “Agreement”) is entered into this 21 day of May, 2024, by and between the **CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY**, a New Jersey political subdivision, maintaining a principal place of business at 303 Harding Highway, Carneys Point Township, New Jersey 08069 (hereinafter referred to as the “Authority”), **CP LAND NORTH URBAN RENEWAL, LLC** a Delaware limited liability company (“CP North”) with offices located at 1230 Peachtree Street NE, Suite 1000, Atlanta, Georgia 30309, **CP LAND SOUTH URBAN RENEWAL, LLC**, a Delaware limited liability company (“CP South”) with offices located at 1230 Peachtree Street NE, Suite 1000, Atlanta, Georgia 30309, and **RG CARNEYS POINT URBAN RENEWAL LLC**, a New Jersey limited liability company (“RG Carney”) with offices located at 92 Headquarters Plaza, North Tower, 9<sup>th</sup> Floor, Morristown, New Jersey 07960. 1044  
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**WITNESSETH;**

1. WHEREAS, the Authority is a duly constituted corporate body politic created under the provisions of New Jersey Statutes 40:14B-1 et seq., and holds the right and franchise to provide sanitary sewer service within Carneys Point Township, Salem County, New Jersey (the “Township”); and

2. WHEREAS, CP North is proposing the development of four warehouses, with a combined area of approximately 2,048,022 +/- square feet of warehouse space, on land located near NJSH Route 40 and Quilleytown Road and more particularly known as Block 239, Lots 17, 17.01, 17.02 and 19 on the Official Carneys Point Township Tax Maps (the “CP North Project”);

3. WHEREAS, CP South is proposing the development of approximately 1,754,996 +/- square foot warehouse space located adjacent to NJSH Route 40 on land more particularly known as Block 255, Lot 12 on the Official Carneys Point Township Tax Maps (the “CP South Project”);

4. WHEREAS, RG Carney is developing of 1,126,443 +/- square feet of warehouse space on land located along Forest Lane and NJSH Route 40 and being (or will be, following the proposed lot consolidation) Block 255, Lot 5.02 on the Township Tax Map (the “RG Carney Project”); and

5. WHEREAS, the CP North Project, the CP South Project and the RG Carney Project are referred to collectively as the “Projects”; and CP North, CP South and RG Carney may hereinafter be referred to collectively as the “Developers”; and

6. WHEREAS, Developers, at their expense have agreed: (i) to construct certain upgrade work to the McLane Pump Station owned and operated by the Authority to ensure that the McLane Pump Station will have sufficient capacity to accommodate the Projects, as more particularly described in Exhibit “A” attached hereto and incorporated herein (the “McLane Pump Station Work”); and (ii) to construct an approximately 10,000 +/- lineal foot 6” force main along Harding Highway (NJSH Route 48), Wiley Road (US Route 40), and Course Landing Road (Salem County Rt. 628), from the RG Carney Project to the McLane Pump Station (the “Route 40 & Route 48 Conveyance Improvements”); and

7. WHEREAS, the McLane Pump Station Work and the Route 40 & Route 48 Conveyance Improvements will serve all of the Projects; and

8. WHEREAS, the McLane Pump Station Work and the Route 40 & Route 48 Conveyance Improvements are referred to hereinafter collectively as the “Sanitary Sewer Improvements”;

9. WHEREAS, the Developers, by and through the Authority obtained a New Jersey Department of Transportation (“NJDOT”) Highway Occupancy Permit under Permit# 0-40-S-54071-2024 (the “Permit”) for Utility Opening on Route 40 in Carneys Point Township to allow for the construction and installation of the Sanitary Sewer Improvements; and

10. WHEREAS, consistent with the Permit, the Permittee is the Authority and the Authority is therefore required to execute the Permit which is an acknowledgment of all rules and regulations of the NJDOT and potential penalties associated with failure to abide by the rules and regulations; and

11. WHEREAS, Authority agrees to execute the Permit, as Permittee, subject to the terms and conditions set forth herein.

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AND FOR THE SUM OF \$1.00, WHICH CONSIDERATION IS DEEMED SUFFICIENT BY AND BETWEEN THE PARTIES, AS FOLLOWS:

12. **Fees and Costs.** Developers shall be solely and exclusively responsible for complying with all rules and regulations concerning the Permit and shall be solely and exclusively responsible for any and all fees and costs associated with the Permit. Developer shall not seek reimbursement or payment of any type from the Authority, at any time, related to the Permit. In addition, Developers shall not utilize the services of any Authority professional or staff in connection with the work to be performed under the Permit without the Authority’s authorization. Furthermore, the Developers shall not seek reimbursement or payment of any type, including, but not limited to, quantum meruit or unjust enrichment, from the Authority in connection with work performed in connection with the Permit.

13. **Release, Hold Harmless and Indemnification.** To the fullest extent permitted by law, Developers agree to defend (including reasonable attorney's fees and costs), pay on behalf of, indemnify and hold harmless the Authority, its appointed officials, its agents, employees and volunteers and others working on behalf of the Authority against any and all claims, actual demands, suits, penalties, fines or loss, including all out-of-pocket costs connected therewith, arising out of or in any way connected or associated with the Permit.

Developers also agree to name, or cause the applicable contractor(s) to name, Authority, its appointed officials, its agents, employees and volunteers as additional insured on their or its General Policy of Insurance covering the work to be performed under the Permit.

14. **Pre-Approval of Plans and Applications.** Any and all plans, applications or other materials which are submitted to the NJDOT in connection with the Permit shall be reviewed and approved by Authority prior to submission. In addition, the Developers shall provide the Authority with monthly status updates regarding the work performed under the Permit.

15. **Fees and Costs.** Authority professionals shall be entitled to charge their expenses associated with this Agreement against an escrow agreement that Developer will establish with the Authority in connection with the work performed under the Permit.

16. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey.

17. **Assignment.** This Agreement shall not be assigned by any party without the written consent of both the Authority and Developers.

18. **Survival.** The provisions of this Agreement that relate to the enforcement of rights and obligations accruing before the end of the term of this Agreement shall survive termination of this Agreement to the extent necessary to enforce such rights and obligations.

19. **Severability of Invalid Provision.** If any one or more of the covenants or agreements provided in this Agreement to be performed should be contrary to law, then such covenant or covenants, agreement or agreements shall be deemed separable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Agreement.

20. **Execution in Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same. The execution and delivery of this Agreement may be conducted by electronic means in accordance with the Uniform Electronic Transmissions Act, N.J.S.A. 12A:12-1.

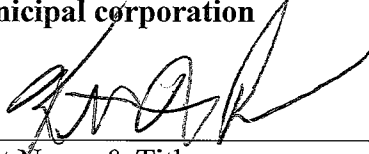
21. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

*[Signatures appear on the following page.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

Sworn and subscribed to before  
me this 21<sup>st</sup> day  
of May, 2024

**CARNEYS POINT TOWNSHIP, a New Jersey  
municipal corporation**

By:   
Print Name & Title: \_\_\_\_\_

Sworn and subscribed to before  
me this \_\_\_\_\_ day  
of May, 2024

**CP LAND NORTH URBAN RENEWAL, LLC,  
a Delaware limited liability company**

By: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_

Sworn and subscribed to before  
me this \_\_\_\_\_ day  
of May, 2024

**CP LAND SOUTH URBAN RENEWAL, LLC,  
a Delaware limited liability company**

By: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_

Sworn and subscribed to before  
me this \_\_\_\_\_ day  
of May, 2024

**RG CARNEYS POINT URBAN RENEWAL LLC,  
a New Jersey limited liability company**

By: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_