

RESOLUTION 2024-70

AUTHORIZING ACCEPTANCE OF DEED OF SEWER LINE EASEMENT

WHEREAS, RG CARNEYS POINT URBAN RENEWAL LLC ("RG Carneys Point") is the owner of that certain real property situated in the Township of Carneys Point, County of Salem, State of New Jersey, designated as Block 255, Lot 5.03 on the Tax Map of the Township of Carneys Point, County of Salem and State of New Jersey (the "Property");


WHEREAS, RG Carneys Point is contemplating dedicating to the New Jersey Department of Transportation a portion of the Property, and the roadway and related improvements to be constructed therein, located along the northerly boundary of the Property (the "Dedication Area"), which will become part of the public right-of-way of New Jersey State Highway Route 40 in the event of such dedication, and within which the Sewer Line will be located; and

WHEREAS, RG Carneys Point is willing to grant to CARNEYS POINT SEWERAGE AUTHORITY (the "CPTSA") and the CPTSA is willing to accept, a non-exclusive easement for the construction, installment, operation and maintenance of an underground sanitary sewer line and shut-off valve through and under a portion of the Property (within the Dedication Area); and

WHEREAS, a copy of the proposed sewer line easement is attached hereto as Exhibit A; and

WHEREAS, the CPTSA has reviewed the proposed sewer line easement and is satisfied with it.

NOW BE IT THEREFORE RESOLVED, that the Carneys Point Township Sewerage Authority hereby approves of the proposed sewer line easement and authorizes the Chairman to sign the easement on behalf of the CPTSA.


Kenneth Brown, Chairman

Date of Adoption: December 17, 2024

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

DEED OF SEWER LINE EASEMENT

THIS DEED OF EASEMENT (this “Deed of Easement”) made this 17th day of December, 2024, by and between **RG CARNEYS POINT URBAN RENEWAL LLC** with an address c/o Rockefeller Group, 92 Headquarters Plaza North Tower, 9th Floor, Morristown, New Jersey 07960 (hereinafter referred to as “Grantor”), and the **CARNEYS POINT SEWERAGE AUTHORITY**, having an address at 303 Harding Highway, Carneys Point, New Jersey 08069 (hereinafter referred to as “Grantee”).

RECITALS:

A. Grantor is the owner of that certain real property situated in the Township of Carneys Point, County of Salem, State of New Jersey, designated as Block 255, Lot 5.03 on the Tax Map of the Township of Carneys Point, County of Salem and State of New Jersey (the “Property”);

B. As of the date hereof, Grantor is contemplating dedicating to the New Jersey Department of Transportation (the “NJDOT”) a portion of the Property, and the roadway and related improvements to be constructed therein, located along the northerly boundary of the Property (the “Dedication Area”), which will become part of the public right-of-way of New Jersey State Highway Route 40 in the event of such dedication, and within which the Sewer Line (as hereinafter defined) will be located; and

C. Grantor is willing to grant to Grantee, and Grantee is willing to accept, a non-exclusive easement for the construction, installment, operation and maintenance of an underground sanitary sewer line and shut-off valve (collectively, the “Sewer Line”) through and under a portion of the Property (within the Dedication Area) as further described below, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement: (a) Grantor hereby grants to Grantee, and Grantee hereby accepts from Grantor, a non-exclusive easement (the “Easement”) through, under and within a portion of the Property described on Exhibit A attached hereto and as shown more particularly on the plan entitled “CPTSA Easement Exhibit, Forest Lane Warehouse Development Project, Block No. 254, Lot No. 2, 3, 4, 4.01, 4.02, 4.03, 5, 6, 7 Block No. 255, Lot No. 5, 5.01, 5.02, Carneys Point, Salem County, New Jersey,” prepared by Langan Engineering & Environmental Services, Inc., dated October 9, 2024, which is attached hereto as Exhibit B and made part hereof (the “Easement Premises”), for the sole purpose of installing, constructing, maintaining, repairing, replacing, reconstructing and renewing the Sewer Line under the surface of the Easement Premises for the transmission and flow of sewerage from the Property, together with the free non-exclusive right of ingress and egress over and across such Easement Premises as such right of ingress and egress is reasonably appropriate for the use of any right granted herein, all upon and subject to the conditions and limitations herein contained.

(b) Notwithstanding the foregoing, Grantor reserves the right to grant easements over, upon, under and across the Easement Premises to other utility companies, on terms and conditions acceptable to Grantor in its sole discretion, [provided, however, that any utilities and appurtenant facilities installed pursuant to such easements shall not run longitudinally directly over or under the Sewer Line and shall not run longitudinally within ten (10) feet of the Sewer Line if the depth of the Sewer Line is less than ten (10) feet or within fifteen (15) feet of the Sewer Line if the depth of the Sewer Line is greater than ten (10) feet.

2. Grantee Covenants: Grantee agrees that if it opens or disturbs the surface of the Easement Premises for the purpose(s) of performing any work permitted hereunder, including without limitation, construction, installation, operation, maintenance, repair, reconstruction, relocation, or replacement of the Sewer Line, it shall, at its own expense, promptly replace, reseed, regrade, repave or otherwise repair all portions of the Property disturbed by such work, and shall promptly restore such portions of the Property to substantially the same condition in which they existed prior to said work. Any and all construction, installation, operation, maintenance, repair, reconstruction, relocation or replacement of the Sewer Line shall be at Grantee's sole cost and expense. Grantee shall inspect, maintain, repair, replace and reconstruct, the Sewer Line in good working condition. Grantee shall accomplish any and all such construction, installation, operation, maintenance, repair, reconstruction, relocation, or replacement of any of the Sewer Line in a workmanlike manner, in compliance with all legal requirements, and with reasonable notice and accommodation to Grantor and the occupants and users of the Property, and shall complete such work as expeditiously as possible, with a minimum of inconvenience to Grantor and in such manner that Grantor's use of the Property, and the use of the Property by Grantor's occupants and other invitees, shall not be unreasonably disturbed. Grantee shall have the right to use any reputable contractor to perform the work permitted by this Deed of Easement within the Easement Premises provided that any such contractor complies with the terms and conditions of this Deed of Easement. The Sewer Line shall be laid in accordance with all applicable laws, rules and regulations of the State of New Jersey, including without limitation, those regarding separation of sanitary sewers and water mains in effect at the time of installation of the Sewer Line.

3. Grantor's Continued Enjoyment: Grantor reserves the right to use the surface of, air space above and subsurface under the Easement Premises for any purpose that does not unreasonably interfere with the easement rights established for the benefit of Grantee hereunder, provided, however, Grantor shall (i) erect no building, structure and/or fence over the Easement Premises or (ii) permit any materials, trailers, containers or other inventory to be stacked or stored over the Easement Premises so as to prohibit access thereto. Without limiting the generality of the preceding sentence, the installation and use of any driveways and parking areas in accordance with approved site plans and the installation of signage, routine landscaping or municipal or other governmental agency required landscaping or buffering, shall be deemed not to unreasonably interfere with the safe, proper or convenient use, occupancy or enjoyment of the Easement by Grantee. In addition, Grantee hereby acknowledges and agrees that the construction, installation, repair, replacement or maintenance within the Easement Premises of water, sewer, gas, electric and other utilities and appurtenant facilities, in accordance with applicable legal requirements and required separation distances, shall be deemed not to unreasonably interfere with the safe, proper or convenient use, occupancy or enjoyment of the Easement by Grantee. [Notwithstanding the foregoing, any such utilities and appurtenant facilities constructed or installed within the Easement Premises shall not run longitudinally directly over or under the Sewer Line and shall not run longitudinally within ten (10) feet of the Sewer Line if the depth of the sewer main is less than ten

(10) feet or within fifteen (15) feet of the Sewer Line if the depth of the sewer main is greater than ten (10) feet.

4. Indemnification. (a) Grantee agrees, by accepting this Deed of Easement, that Grantee and its successors and assigns shall indemnify, defend and hold harmless Grantor, its successors and assigns, from and against any and all damages, losses, claims, costs and expenses (including, without limitation, court costs and reasonable attorney's fees), for bodily injury or damage to property, arising out of, or resulting in whole or in part, from (i) the exercise by Grantee and Grantee's agents, representatives, employees, contractors and invitees ("Grantee's Permittees") of easement rights and performance of obligations pursuant to this Deed of Easement, (ii) any negligent act or omission or any willful misconduct by Grantee and/or Grantee's Permittees in connection with their respective use of the Easement Premises, and of any of the rights granted hereunder, or (iii) any failure by Grantee and/or Grantee's Permittees to abide by the provisions and conditions hereof.

(b) Grantee agrees to promptly discharge or cause to be discharged all mechanic's notices of intention, construction liens, claims, stop notices, lien claims, amended lien claims, notices of unpaid balance and right to file lien, amended notices of unpaid balance and right to file lien, and any other encumbrance under the construction lien law, mechanic's lien law or any other applicable law, filed against Grantor or the Property in connection with any work or maintenance performed on the Property by Grantee or Grantee's Permittees, and shall indemnify and hold Grantor harmless from and against all liabilities, losses, claims, demands, costs and expenses (including reasonable attorney's fees) and judgments occurring from or in connection with the performance of such work.

5. Dedication to NJDOT. Grantor and Grantee hereby acknowledge and agree that, notwithstanding anything to the contrary contained herein, Grantor shall have the right, in its sole and absolute discretion, but not the obligation, to dedicate to the NJDOT any portion of the Property, including, without limitation, the Easement Premises. Supplementing the foregoing, Grantee further acknowledges and agrees that Grantor shall have no liability to Grantee in the event Grantor dedicates the Property, or any portion thereof, to the NJDOT.

6. Waiver: The failure of either party to this Deed of Easement to insist upon the performance of any of the terms and conditions of this Deed of Easement, or their waiver of any breach of the terms and conditions of this Deed of Easement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

7. Amendment: Any amendment or modification of this Deed of Easement or waiver of any provision hereof shall be binding only if evidenced in a recorded document executed by all of the parties hereto.

8. Running of Benefits and Burdens: The terms, covenants and conditions herein contained shall run with fee simple title to the Property and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

9. Notice: All notices or other communications required or permitted to be given under this Deed of Easement shall be given in writing and delivered personally or mailed by certified or

registered mail, postage prepaid, or by a respectable priority delivery service such as Federal Express or UPS, addressed to the addresses set forth below. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail, if sent by priority delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery.

Grantor's Address: RG Carneys Point Urban Renewal LLC
 c/o Rockefeller Group
 92 Headquarters Plaza
 North Tower, 9th Floor
 Morristown, New Jersey 07960

With a copy to: Clint B. Allen, Esquire
 Archer & Greiner, P.C.
 1025 Laurel Oak Road
 Voorhees, New Jersey 08043

Grantee's Address: Carneys Point Sewerage Authority
 303 Harding Highway
 Carneys Point, New Jersey 08069

With a copy to: Adam Telsey, Esquire
 Telsey Law, LLC
 95 Market Street
 Salem, New Jersey 08079

10. Governing Law: This Deed of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. No Other Agreements: This Deed of Easement contains the entire understanding of the parties hereto with respect to the subject matter hereof.

12. Miscellaneous: If any provision of this Deed of Easement is found to be invalid or unenforceable, the remainder of this Deed of Easement shall be unaffected thereby. The paragraphs headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Deed of Easement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Deed of Easement on the date first above written.

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

Witness: _____

By: _____

Dated: _____

Name: _____

Title: _____

Acknowledgement for RG Carneys Point Urban Renewal LLC

STATE OF NEW JERSEY

:

: §

COUNTY OF MORRIS _____

:

On this ____ day of _____, 2024, before me, the undersigned authority, personally appeared _____, who is the _____ of **RG CARNEYS POINT URBAN RENEWAL LLC**, being by me duly sworn, did depose and say that they acknowledged under oath, to my satisfaction, that they signed and delivered the within instrument on behalf of the company and that the execution of the within instrument is the valid and duly authorized act of such company, all of which is hereby certified.

Notary Public _____

My Commission Expires: _____

EXHIBIT A

(Legal Description of Easement Premises)

**WRITTEN DESCRIPTION
20 FOOT WIDE CPTSA EASEMENT
OVER PORTION OF BLOCK No. 255, PROPOSED LOT No. 5.04
TOWNSHIP OF CARNEYS POINT
SALEM COUNTY, NEW JERSEY**

Commencing at a concrete monument found 58.00 feet right of station 191+00 along the southerly line of New Jersey State Highway Route 40 (A.K.A. Wiley Road, variable width as shown on a set of plans entitled "New Jersey State Highway Department General Property Parcel Map, Route U.S. 40 (1953), Section 2, Delaware Memorial Bridge to Route 48, showing existing right of way and parcels to be acquired in the Township of Upper Penns Neck, County of Salem, scale as indicated, February 1960", and from said Point of Commencement running; thence

- A. Along said southerly line, along a curve to the right having a radius of 3942.00 feet, an arc length of 140.19 feet, a central angle of $02^{\circ}02'16''$, a chord bearing South $75^{\circ}11'30''$ East, and a chord distance of 140.18 feet to the **Point of Beginning**; thence
1. Continuing along the same, along a curve to the right having a radius of 3942.00 feet, an arc length of 28.61 feet, a central angle of $00^{\circ}24'57''$, a chord bearing South $73^{\circ}57'54''$ East, and a chord distance of 28.61 feet to a point of non-tangency; thence
2. Along a line through Block 255, Proposed Lot 5.04, portion of Block 255, Lot 5.03, lands now or formerly RG Carneys Point Urban Renewal, LLC set forth in Deed Book 4681, Page 820, South $29^{\circ}37'20''$ East, a distance of 15.94 feet to a point; thence
3. Continuing along the same, South $16^{\circ}41'56''$ West, a distance of 20.91 feet to a point; thence
4. Continuing along the same, South $04^{\circ}54'05''$ West, a distance of 260.38 feet to a point; thence
5. Continuing along the same, North $84^{\circ}19'45''$ West, a distance of 20.00 feet to a point; thence
6. Continuing along the same, North $04^{\circ}54'05''$ East, a distance of 262.17 feet to a point; thence

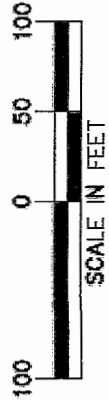
EXHIBIT B
(Plan of Easement)

NOTES

1. THE MERIDIAN OF THIS SURVEY IS REFERENCED TO THE NEW JERSEY STATE PLANE COORDINATE SYSTEM NAD 83 (2011) DERIVED USING SURVEY-GRADE GNSS EQUIPMENT.
2. STREET NAMES, BLOCK AND LOT NUMBERS ARE SHOWN IN ACCORDANCE WITH THE TOWNSHIP TAX MAPS AND A MAP ENTITLED "PRELIMINARY AND FINAL MAJOR SUBDIVISION, FOREST LANE WAREHOUSE DEVELOPMENT PROJECT, BLOCK NO. 255, LOT NO. 5.03 (PROPOSED BLOCK 255, LOT NOS. 5.04 & 5.05), TOWNSHIP OF CARNEYS POINT, SALEM COUNTY, NEW JERSEY" PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, LLC, DATED MARCH 15, 2024, REVISED SEPTEMBER 9, 2024, DRAWING NO. CB101.
3. PLANIMETRIC INFORMATION SHOWN HEREON HAS BEEN OBTAINED FROM GROUND SURVEYS BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. DURING JULY 2020 AND SITE PLANS PREPARED BY LANGAN.
4. TOPOGRAPHY, WETLANDS, ENVIRONMENTAL AND/OR HAZARDOUS MATERIALS LOCATION, IF ANY, NOT COVERED UNDER THIS CONTRACT.
5. UNLESS SPECIFICALLY NOTED HEREON, STORM AND SANITARY SEWER INFORMATION (INCLUDING PIPE INVERT, PIPE MATERIAL, AND PIPE SIZE) WAS OBSERVED AND MEASURED AT FIELD LOCATED STRUCTURES (MANHOLES/CATCH BASINS, ETC.). CONDITIONS CAN VARY FROM THOSE ENCOUNTERED AT THE TIMES WHEN AND THE LOCATIONS WHERE DATA WAS OBTAINED, DESPITE MEETING THE REQUIRED STANDARD OF CARE. THE SURVEYOR CANNOT AND DOES NOT WARRANT THAT PIPE MATERIAL AND/OR PIPE SIZE THROUGHOUT THE PIPE RUN ARE THE SAME AS THOSE OBSERVED AT EACH STRUCTURE, OR THAT THE PIPE RUN IS STRAIGHT BETWEEN THE LOCATED STRUCTURES. ADDITIONAL UTILITY (WATER, GAS, ELECTRIC ETC.-) DATA MAY BE SHOWN FROM FIELD LOCATED SURFACE MARKINGS (BY OTHERS), EXISTING STRUCTURES, AND/OR FROM EXISTING DRAWINGS. UNLESS SPECIFICALLY NOTED HEREON, THE SURVEYOR HAS NOT EXCAVATED TO PHYSICALLY LOCATE THE UNDERGROUND UTILITIES. THE SURVEYOR MAKES NO GUARANTEES THAT THE SHOWN UNDERGROUND UTILITIES ARE EITHER IN SERVICE, ABANDONED OR SUITABLE FOR USE, NOR ARE IN THE EXACT LOCATION OR CONFIGURATION INDICATED HEREON. PRIOR TO ANY DESIGN OR CONSTRUCTION THE PROPER UTILITY AGENCIES MUST BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS. UNLESS NOTED BELOW SUPPLEMENTAL DOCUMENTS WERE NOT USED TO COMPILE THE SUBSURFACE UTILITY INFORMATION SHOWN HEREON.

MAP REFERENCES

- A. SET OF PLANS ENTITLED "NEW JERSEY STATE HIGHWAY DEPARTMENT GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 40 (1953) SECTION 2, DELAWARE MEMORIAL BRIDGE TO ROUTE 48, SHOWING EXISTING RIGHT OF WAY AND PARCELS TO BE ACQUIRED IN THE TOWNSHIP OF UPPER PENNS NECK, COUNTY OF SALEM, SCALE AS INDICATED, FEBRUARY 1960".
- B. MAP ENTITLED "MAJOR SUBDIVISION PLAN, ROCKEFELLER GROUP, BLOCK NO. 255, LOT NO. 5.03 TOWNSHIP OF CARNEYS POINT, SALEM COUNTY, NEW JERSEY," PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, LLC, DATED MARCH 15, 2024, REVISED SEPTEMBER 9, 2024, DRAWING NO. CB101.
- C. MAP ENTITLED "NEW JERSEY DEPARTMENT OF TRANSPORTATION, GENERAL PROPERTY PARCEL MAP, ROUTE 40 (1953) SECTION 2, FROM JUNCTION ROUTE 48 TO ROUTE 45, SHOWING EXISTING RIGHT OF WAY AND PARCELS TO BE ACQUIRED IN THE TOWNSHIPS OF CARNEYS POINT AND PILESGROVE, COUNTY OF SALEM, JUNE 2023."



LANGAN
Langan Engineering and
Environmental Services, LLC
1 University Square Drive, Suite 110
Piscataway, NJ 08854
T: 609.282.8000 F: 609.282.4021 www.langan.com
NJ Certificate of Authorization No. 24CA27986400

Project
**ROCKEFELLER
GROUP**
BLOCK NO. 255, LOT NO. 5.03
TOWNSHIP OF CARNEYS POINT
SALEM COUNTY
NEW JERSEY

Drawing Title
**PROPOSED LOT
5.04 CPTSA
EASEMENT PLAN**

Project No.
100657201
Date
OCTOBER 9, 2024
Drawn By
WPH
Checked By
DEA
Drawing No.
**FC1801
0102**
Sheet
2 of 2