



Agenda Date: 6/18/25

Agenda Item: 5C

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

WATER

IN THE MATTER OF THE PETITION OF NEW)	ORDER APPROVING INITIAL
JERSEY AMERICAN WATER FOR THE AUTHORITY)	DECISION
TO ACQUIRE THROUGH EMINENT DOMAIN)	
PURSUANT TO N.J.S.A. 48:3-17.6 AND -17.7)	
INTERESTS IN PROPERTY TO ENSURE THE)	BPU DOCKET NO. WO24070527
ABILITY TO ACCESS LANDLOCKED THE RCA)	OAL DKT NO. PUC 11823-24
TANK FACILITIES LOCATED ON LANDLOCKED)	
PROPERTY AFFECTING LANDS OWNED BY)	
JOSEPH SCAGLIOTTA & SONS, LLC KNOWN AS)	
BLOCK 163, LOT 6, 719 U.S. ROUTE 202,)	
BRIDGEWATER, NEW JERSEY, 08807)	

Parties of Record:

James M. Graziano, Esq., on behalf of Petitioner, New Jersey-American Water Company, Inc.
(Archer & Greiner, P.C., attorneys)

Barry E. Rosenberg, Esq., on behalf of Respondents, Joseph Scagliotta & Sons, LLC (Abrams,
Gran, Hendricks, Reina & Rosenberg, P.C., attorneys)

Brian O. Lipman, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

This matter is before the New Jersey Board of Public Utilities ("Board") following an Initial Decision issued by Administrative Law Judge Michael Stranzione ("ALJ Stranzione") on March 26, 2025 ("Initial Decision"). By this Decision and Order, which is the Final Decision in this matter pursuant to N.J.S.A. 52:14B-10, the Board adopts the Initial Decision in its entirety.

BACKGROUND/PROCEDURAL HISTORY

On July 11, 2024, New Jersey-American Water Company, Inc. ("NJAW" or "Company") filed a petition with the Board pursuant to N.J.S.A. 48:3-17.6 and 17.7, seeking the authority to exercise the power of eminent domain in order to continue to access a 350,000 gallon water tank and associated appurtenances on a landlocked property designated on the tax rolls of the Township of Bridgewater as Block 163, Lot 6.01 ("Tank Property") ("Petition"). By the Petition, NJAW asserted that the water tank services approximately 15,000 customers in and around the area of the Tank Property and that its access to the Tank Property is therefore necessary for the service, convenience, and safety of the public.

According to the Company, NJAW and its licensees accessed the Tank Property for over sixty (60) years via a gravel driveway over the western edge of the surrounding property under separate ownership, designated as Block 163, Lot 6 ("Access Property"). The Petition indicated that the owners of the Access Property, Steven J. Scagliotta, Michele Scagliotta, and Joseph Scagliotta & Sons, LLC (together, "Property Owners"), recently informed NJAW that they would no longer allow the Company to access the Tank Property via the Access Property. The Company stated that the Property Owners refused to engage in discussion regarding the installation of safety measures or negotiations for a formal easement. NJAW further stated that the Property Owners claimed they would allow NJAW to continue its use of the Access Property if NJAW agreed to pay over \$3,400 per month for such use.

By the Petition, NJAW requested that the Board authorize NJAW to pursue eminent domain to acquire a recordable easement over a portion of the Access Property; determine that the easement is necessary for the service, convenience, or welfare of the public, including public safety; and determine that no alternative sites are reasonably available to NJAW that would achieve an equivalent public benefit. The Company asserted that the acquisition of the requested property interests would not be incompatible with the public interest nor would unduly injure the Property Owners.

The Property Owners filed an Answer to the Petition on August 6, 2024. On August 14, 2024, this matter was transmitted to the Office of Administrative Law as a contested case pursuant to the Administrative Procedure Act, N.J.S.A. 52:14B-1 to -15, and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1-1.1 to -21.6, and was subsequently assigned to ALJ Stanzione.

On March 25, 2025, NJAW and the Property Owners entered into an agreement to settle this matter ("Agreement"). Pursuant to the terms of the Agreement, NJAW will purchase from Property Owners a permanent easement over the Access Property for access between the Tank Property and U.S. Route 202. NJAW will pay Property Owners \$148,000 in full satisfaction of the purchase of this permanent easement and in full satisfaction of any and all claims related to Lots 6 and 6.01, including the Petition, as well as any claims the Property Owners may have against NJAW in connection with Lots 6 and 6.01, including the Petition. Payment shall be made within ninety (90) days of execution of the Agreement.

On March 26, 2025, ALJ Stanzione issued an Initial Decision in this matter approving the Agreement and determining that it was voluntary, consistent with the law, and fully dispositive of all issues in controversy between NJAW and the Property Owners. Pursuant to N.J.S.A. 52:14B-10(c), the Board had forty-five (45) days to review the Initial Decision and issue a Final Decision.

On April 23, 2025, the Board ordered that the deadline for the Board to render its Final Decision be extended by forty-five (45) days to June 26, 2025.¹

¹ In re the Petition of New Jersey American Water for the Authority to Acquire through Eminent Domain Pursuant to N.J.S.A. 48:3-17.6 and -17.7 Interests in Property to Ensure the Ability to Access Landlocked the RCA Tank Facilities Located on Landlocked Property Affecting Lands Owned by Joseph Scagliotta & Sons, LLC Known as Block 163, Lot 6, 719 U.S. Route 202, Bridgewater, New Jersey, 08807, BPU Docket No. WO24070527, Order dated April 23, 2025.

DISCUSSION AND FINDINGS

The Board agrees with ALJ Stanzone's Initial Decision in this matter approving the Agreement. The Agreement is necessary and proper for the public convenience and properly conserves the public interest.

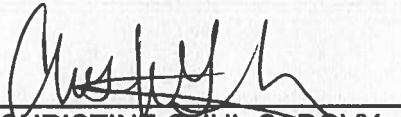
After review of the record and the Agreement, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the settlement, as evidenced by their signatures. The Board additionally **FINDS** that, by the terms of the Agreement, the parties have fully resolved all outstanding contested issues in this matter. As such, the Board **HEREBY ADOPTS** the Initial Decision and the Agreement executed by the parties in their entirety as if fully set forth herein. The approval granted hereinabove shall be subject to the following provisions:

1. This Order shall not affect or in any way limit the Board's exercise of authority, in any future petition or in any proceeding, with respect to rates, franchises, service, financing, accounting, capitalization, depreciation, or in any matter affecting the Company.
2. This Order applies only to the approval of the Initial Decision and shall not be construed as approving any ratemaking issues.
3. Approval of the Initial Decision does not constitute Board approval of any costs or expenses associated with the Agreement. Any determination as to reasonableness of costs and expenses related to the Agreement shall be made in an appropriate subsequent proceeding.

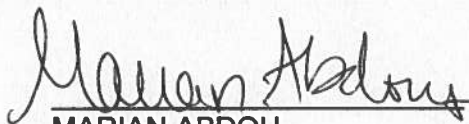
This Order shall be effective on June 25, 2025.

DATED: June 18, 2025

BOARD OF PUBLIC UTILITIES
BY:

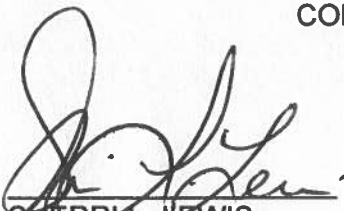

CHRISTINE GUHL-SADOVY
PRESIDENT


DR. ZENON CHRISTODOULOU
COMMISSIONER


MARIAN ABDOU
COMMISSIONER


MICHAEL BANGE
COMMISSIONER

ATTEST:


SHERRI L. LEWIS
BOARD SECRETARY

I HEREBY CERTIFY that the within
document is a true copy of the original
in the files of the Board of Public Utilities.

IN THE MATTER OF THE PETITION OF NEW JERSEY AMERICAN WATER FOR THE AUTHORITY TO ACQUIRE THROUGH EMINENT DOMAIN PURSUANT TO N.J.S.A. 48:3-17.6 AND -17.7 INTERESTS IN PROPERTY TO ENSURE THE ABILITY TO LANDLOCKED THE RCA TANK FACILITIES LOCATED ON LANDLOCKED PROPERTY AFFECTING LANDS OWNED BY JOSEPH SCAGLIOTTA & SONS, LLC KNOWN AS BLOCK 163, LOT 6, 719 U.S. ROUTE 202, BRIDGEWATER, NEW JERSEY, 08807

BPU DOCKET NO. WO24070527

OAL DKT NO. PUC 11823-24

SERVICE LIST

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Bridgewater Township

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bwtclerk@bridgewater.gov

Board of Public Utilities

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT - AMENDED

OAL DKT. NO. PUC 11823-24

AGENCY DKT. NO. WO24070527

**IN THE MATTER OF THE PETITION
OF NEW JERSEY AMERICAN WATER
FOR THE AUTHORITY TO ACQUIRE
THROUGH EMINENT DOMIAN
PURSUANT TO N.J.S.A. 48:3-17.6 AND
-27.7 INTERESTS IN PROPERTY TO
ENSURE THE ABILITY TO ACCESS
LANDLOCKED THE RCA TANK
FACILITIES LOCATED ON LANDLOCKED
PROPERTY AFFECTING LANDS OWNED
BY STEVEN J. SCAGLIOTTA & SONS, LLC
KNOWN AS BLOCK 163, LOT 6,
719 U.S. ROUTE 202, BRIDGEWATER,
NEW JERSEY, 08807.**

James M. Graziano, Esq., for petitioner, New Jersey American Water Company
Inc. (Archer & Greiner, P.C., attorneys)

Barry E. Rosenberg, Esq., for respondent, Joseph Scagliotta & Sons, LLC
(Abrams, Gran, Hendricks, Reina & Rosenberg, P.C., attorneys)

Terel Klein, Deputy Attorney General, for respondent Dean Taklif (Matthew J. Platkin, Attorney General of New Jersey, attorney)

Meliha Arnautovic, Deputy Attorney General, for respondent Board of Public Utilities (Matthew J. Platkin, Attorney General of New Jersey, attorney)

Susan McClure, Esq., for respondent Brian O. Lipman (New Jersey Division of Rate Counsel, attorney)

Christine Juarez, Esq., for respondent Brian O. Lipman (New Jersey Division of Rate Counsel, attorney)

Record Closed: March 25, 2025

Decided: March 26, 2025

BEFORE **MICHAEL STANZIONE**, ALJ:

This contested case was transmitted to the Office of Administrative Law for a hearing under the Administrative Procedure Act, N.J.S.A. 52:14B-1 to -15, and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1-1.1 to -21.6. The parties have agreed to settle this case and have entered into an agreement. Having reviewed the terms of their agreement, I have determined that the settlement is voluntary, consistent with the law, and fully dispositive of all issues in controversy between the parties in this case.

I **ORDER** that the settlement agreement is **APPROVED**, that its terms are **INCORPORATED** into this decision, and that this case is **CONCLUDED**.

I **FILE** my decision with the **BOARD OF PUBLIC UTILITIES** for consideration. This recommended decision may be adopted, modified, or rejected by **BOARD OF PUBLIC UTILITIES**, who is empowered by law to make a final decision in this case. If the **BOARD OF PUBLIC UTILITIES** does not so act within 45 days, and unless such time limit is otherwise extended, this recommended decision becomes a final decision in accordance with N.J.S.A. 52:14B-10.

March 26, 2025

DATE


MICHAEL STANZIONE, ALJ

Date Received at Agency:

March 26, 2025

Date Mailed to Parties:

March 26, 2025

MS/mg

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

("Settlement Agreement") is entered into by and between New Jersey-American Water Company, Inc. ("NJAW") on the one hand and Steven J. Scagliotta, Michele Scagliotta and Joseph Scagliotta & Sons, LLC (together the "Property Owners") on the other hand, in full and final settlement of all claims as more specifically described herein.

RECITALS

WHEREAS, NJAW has commenced an action pursuant to *N.J.S.A.* 48:3-17.6, *N.J.S.A.* 48:3-17.7, and *N.J.S.A.* 20:3-1, *et seq.* (the "Eminent Domain Act"), to acquire lands or rights therein by purchase, gift, grant, condemnation or otherwise in a manner provided by law that is reasonably necessary to serve NJAW's purpose; and

WHEREAS, Property Owners are the owners of record of 719 Route 202 in Bridgewater, New Jersey, which is designed as Block 163, Lot 6, on the Tax Map of the Township of Bridgewater ("Lot 6"); and

WHEREAS, NJAW owns a property contiguous to Lot 6 on which it maintains a water tank that services the general public in and around that property, which property is designed as Block 163, Lot 6.01, on the Tax Map of the Township of Bridgewater ("Lot 6.01"), and

WHEREAS, as the result of a dispute between NJAW and the Property Owners regarding access to Lot 6.01 over a gravel driveway on portions of Lot 6, NJAW filed an application with the New Jersey Board of Public Utilities ("BPU") titled "I/M/O The Petition of New Jersey American Water for the Authority to Acquire Through Eminent Domain Pursuant to *N.J.S.A.* 48:3-17.6 and 17.7 Interests in Property Known as Block 163, Lot 6, 719 U.S. Route 202, Bridgewater, New Jersey 08807," and bearing Docket Nos. OAL DKT. No. PUC11823-24 and Agency DKT No. W024070527 (the "BPU Action"); and

WHEREAS, the matter previously was subject to an action filed in the Superior Court of New Jersey, Law Division – Somerset County, titled *New Jersey American Water v. Scagliotta, et al.*,” bearing Docket No. SOM-L-733-24 (the “Court Action”) seeking access to Lot 6.01 over the gravel driveway on Lot 6, which matter was settled by the parties; and

WHEREAS, NJAW and the Property Owners have reached an agreement concerning access to Lot 6.01 over Lot 6 and to resolve the BPU Action and any claims that could have been raised in the Court Action and all issues between them related to Lot 6 and 6.01; and

WHEREAS, this Settlement Agreement is entered into in good faith for the express purpose of resolving all issues between the parties that were or could have been raised related to the Court Action and the BPU Action;

NOW, THEREFORE, in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which are hereby expressly acknowledged by each of the signatories hereto, it is **HEREBY AGREED** as follows:

TERMS OF SETTLEMENT

1. Easement: NJAW will purchase a permanent easement over Lot 6 to provide access between Lot 6.01 and Route 202 from Property Owners, a copy of which easement is attached hereto as Exhibit “A.” This easement shall be recordable and will be recorded, at NJAW’s cost.
2. Payment: NJAW will pay Property Owners One Hundred Forty Eight Thousand Dollars (\$148,000.00) in full satisfaction of the purchase of this permanent easement and in full satisfaction of any and all claims related to Lots 6 and 6.01, the Court Action and the BPU Action, as well as any claims the Property Owners may have against NJAW in connection with Lots 6 and 6.01, the Court Action and the BPU Action. Payment shall be made within ninety (90) days of execution of this Agreement.

3. Release and Discharge: Effective upon receipt by Property Owners of the payment set forth in paragraph 2, Property Owners hereby irrevocably and unconditionally waive, release, and forever discharge NJAW from and against any and all claims related to NJAW's acquisition of the easement attached hereto as Exhibit "A." As of the same date, NJAW hereby irrevocably and unconditionally waives, releases and forever discharges Property Owners from any and all claims related to the acquisition of the easement attached hereto as Exhibit "A."

4. Temporary Access: In or about late January, 2025, the Property Owners and NJAW entered into an agreement regarding temporary access by way of Consent Order filed February 3, 2025 in the Court Action. The permanent easement attached hereto as Exhibit "A" shall supersede that agreement and access shall be under its terms as of the date of payment referenced in paragraph 2.

5. Speed Bumps and Signage: For the duration of Property Owners' (or any of their) ownership of Lot 6, NJAW agrees that it will maintain the existing speed bumps and safety signage and, to the extent necessary, replace the temporary speed bumps and signage due to normal wear and tear. However, Property Owners and their tenants recognize that NJAW caused the speed bumps to be placed on the property in certain positions, but NJAW is not responsible for them being moved by Property Owners or their tenants.

6. New/Additional NJAW Licensees: For the duration of Property Owners' (of any of their) ownership of Lot 6, NJAW agrees to provide written notice of any new/additional licensees using the Easement on a permanent basis to Property Owners by regular U.S. mail to the Property Owner's address set forth in the Easement.

7. Clearance of Easement: By November 27, 2025, NJAW shall clear the easement described in Exhibit "A" of brush and other impediments and fill all potholes at NJAW's cost and expense.

8. Governing Law and Venue: This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and any action to interpret and/or enforce this Settlement Agreement shall be filed only in a court of competent jurisdiction located within the State of the New Jersey and/or before the New Jersey Office of Administrative Law.

9. Warranty of Capacity to Execute Agreement: Each party represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in the Settlement Agreement; that each party has the sole right and exclusive authority to execute the Settlement Agreement and receive the sum specified herein; that the person or people executing this Settle Agreement is or are fully authorized to do so; and that each party has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

10. Entire Agreement: Subject to the Declaration of Easement, annexed hereto as Exhibit "A", this Settlement Agreement contains the entire understanding and agreement between the parties with respect to this subject matter. No other representation, convenience, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties to this Settlement Agreement. The parties acknowledge that they have not executed this Settlement Agreement in reliance on any such promise, representation or warranty.

11. No Oral Modifications: This Settlement Agreement may not be modified by any party by oral representation made before or after the execution of this Settlement Agreement. All modifications must be in writing and signed by both parties hereto.

12. Voluntary Execution and Comprehension of Agreement: By entering into this Settlement Agreement, the parties acknowledge that this Settlement Agreement is executed voluntarily and without any duress or undue influence. Each party further acknowledges that it has been represented in negotiations for an in the performance of this Settlement Agreement by counsel of its own choosing, has fully read this Settlement Agreement, and has had it fully explained by such counsel and is fully aware of and comprehends the contents of this Settlement Agreement and its legal effect. Each party has cooperated in the drafting and preparation of this Settlement Agreement. In interpreting this Settlement Agreement, no ambiguity shall be resolved against any party on the basis that it was responsible, or primarily responsible, for having drafted this Settlement Agreement.

13. Severability: If any provision, covenant, term or condition of this Settlement Agreement is held, determined or adjudicated to be illegal, unenforceable or void, for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Settlement Agreement and shall not affect the validity or enforceability of such remaining portions, provisions or parts.

14. Rights and Liabilities of Successors: With the exception of paragraph 5, this Settlement Agreement shall inure to the benefit of each of the parties hereto and its respective predecessors, successors, beneficiaries and assigns shall be binding upon each of the parties' respective predecessors, successors, beneficiaries and assigns.

15. **Titles:** The titles of the sections of this Settlement Agreement are inserted for convenience only and shall not affect the meaning or construction of any of the terms of this Settlement Agreement.

16. **Effective Date:** The effective date of this Settlement Agreement shall be the latest date upon which a party signed this Settlement Agreement, as reflected on the signature page.

17. **Counterparts:** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument.

18. **Non-Disparagement.** Future Development. No party to this settlement shall make any oral or written statement about the other parties which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's business or personal reputation. No party shall appear at any hearing relating to the future development of the NJAW Lot 6.01 or Property Owners' Lot 6 without first providing written notice to the other party by Certified Mail, Return Receipt Requested to the addresses set forth in the Easement and engage in good faith negotiations to resolve any such objections.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Settlement Agreement and Release of Claims on the dates set forth below.

NEW JERSEY-AMERICAN WATER
COMPANY, INC.

By: Sgt R. B. [Signature]

Dated: 3/24/25

JOSEPH SCAGLIOTTA & SONS LLC

By: _____

Dated: _____

By: _____
STEVEN J. SCAGLIOTTA

Dated: _____

By: _____
MICHELE SCAGLIOTTA

Dated: _____

By: _____

Dated: _____

JOSEPH SCAGLIOTTA & SONS LLC

By: Steven J. Scagliotta

Dated: 25 MAR 2025.

By: Steven J. Scagliotta
STEVEN J. SCAGLIOTTA

Dated: 25 MARCH 2025.

MICHELE SCAGLIOTTA BY STEVEN J.
SCAGLIOTTA, HER ATTORNEY IN FACT.

By: Steven J. Scagliotta
MICHELE SCAGLIOTTA

Dated: 25 MAR 2025.

POWER OF ATTORNEY

2 Instrument Prepared By: Steven J. Scagliotta = Steven J. Scagliotta
3

4 I, Michele Deanne Scagliotta whose primary address is 7 Sweet Briar Court in Mullica Hill in
5 New Jersey 08062 hereby appoint Steven J. Scagliotta (My Husband), my true and lawful
6 agent and attorney, in fact to act in my name and behalf for ONLY the following specific acts:
7

8 .A. To execute and deliver any and all Documents related to any Easement On or the Sale Of Rental
9 Property at 719 Route 202 in Bridgewater in New Jersey 08807 (Block 163, Lot 6). This shall
10 include any and all Documents related to my Ownership Interest of Joseph Scagliotta And Sons, LLC
11 and in Said Property and any and all documents in the proceeding under AOL Docket No. PUC
12 11823-24 and Agency Docket No.: WO24070527 now pending in the Office of Administrative Law.
13

14 .B. To execute and deliver Any and All Documents and Add Funds related to establishing An IRA
15 Account for **Michele Deanne Scagliotta** at Fulton Bank.
16

17 This Limited Power of Attorney shall remain in full force and effect until **31DEC2026** unless revoked
18 by either party in writing.

19
20 IN WITNESS WHEREOF, this 25th day of March
21 in the Year Of Our Lord in 2025.

22 STATE OF NEW Jersey

County Of Gloucester

Subscribed, sworn to and acknowledged before me by X Michele D. Scagliotta (Scagliotta)
the Principal, and subscribed, sworn to and acknowledged before Me.
this 25th day of March in 2025.

23
24
25



[Handwritten signature]

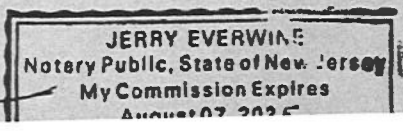


Exhibit A

This instrument prepared by and after
recording should be returned to:
Archer & Greiner P.C.
Attn: James Graziano, Esq.
1025 Laurel Oak Road
Voorhees, NJ 08043

Preparer signature no longer required pursuant to N.J.S.A. 46:26A-3

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the ____ day of March, 2025, by and between JOSEPH SCAGLIOTTA & SONS LLC, a New Jersey limited liability company, STEVEN J. SCAGLIOTTA and MICHELE SCAGLIOTTA, (collectively, "Grantor") having an address at 7 Sweet Briar Court, Mullica Hill, NJ 08062 and NEW JERSEY-AMERICAN WATER COMPANY, INC., a New Jersey corporation ("Grantee") having an address at 1 Water Street, Camden, New Jersey 08102.

WITNESSETH:

WHEREAS, Grantor is the record owner of a parcel of land, consisting of Lot 6 in Block 163 on the tax maps of the Township of Bridgewater, having an address of 719 Route 202, Bridgewater Township, Somerset County, New Jersey, being approximately 1.697 acres, as shown and more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Grantor Parcel");

WHEREAS, Grantee seeks to utilize a portion of Grantor's Parcel for the purpose of ingress and egress to Grantee's parcel designated as Block 163, Lot 6.01 on the tax rolls of Bridgewater Township, NJ, a contiguous parcel of land on which certain improvements have been constructed, including a water tower operated by Grantee (the "Grantee Facilities") and as is shown and more particularly described in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof ("Grantee Parcel");

WHEREAS, Grantee requires and Grantor desires to grant Grantee an exclusive (other than as otherwise set forth in this Agreement) easement on, over and across the Grantor Parcel, as described herein, for the purpose of ingress from and egress to New Jersey State Highway Route 202 for the benefit of Grantee Parcel.

NOW, THEREFORE, incorporating the foregoing recital of facts and in consideration of the mutual promises contained herein, TEN DOLLARS (\$10.00) in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged by the parties hereto, and intending to be legally bound, the parties have covenanted and agreed and do hereby covenant and agree with each other as follows:

1. Grant of Access Easement. Grantor hereby grants, bargains, sells and conveys unto Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Grantee Parcel, a perpetual exclusive (except as provided in this Agreement) access easement (the "Easement") on, over and across the area connecting New Jersey State Highway Route 202 to the Grantee Parcel, as more specifically

depicted on that certain Map of Survey dated on or about [March 21, 2025], and accompanying legal description, prepared by Richard C. Mathews for Stires Associates, P.A. attached hereto as [Exhibits P-1 and P-2] and by this reference incorporated herein and made a part hereof (the "Easement Area"), for ingress from and egress to New Jersey State Highway Route 202 for the benefit of Grantee Parcel. The Easement created hereby shall be an exclusive easement (except as provided below), in perpetuity, running with the land, for the benefit of Grantee Parcel and burdening the Grantor Parcel. **This Easement shall be for access purposes only.**

2. Exclusive Easement; Limitation of Grantee Rights. The Easement, rights, and privileges granted by this Agreement are exclusive other than to the extent expressly set forth in this Agreement. Except as otherwise expressly set forth herein, the Easement Area shall be utilized only as a driveway access for vehicular and pedestrian ingress, egress and access over the Grantor Parcel to the Grantee Parcel, and shall inure as an easement appurtenant only to the benefit of (a) Grantee and its employees, licensees and agents and/or any future the owner of the Grantee Parcel, and their respective employees, licensees, agents, and invitees; (b) Grantor, together with Grantor's invitees, licensees, visitors and guests; Grantor's tenants and their invitees, licensees and/or invitees, but only during such period as such tenant's shall be lawfully on the Grantor Parcel (and provided that no public invitation or license shall be granted); and (c) any governmental, State of New Jersey, County of Somerset and/or Township of Bridgewater government officials, or other vehicles and equipment for emergency response purposes. Except to the extent otherwise expressly set forth herein, Grantor, its tenants, licensees and/or invitees shall not have any rights to dig, tunnel, or excavate the lands under the Easement Area, nor shall Grantor, its tenants, licensees and/or invitees have any rights to (i) expand, modify or construct any improvements on or over the Easement Area, (ii) park vehicles or equipment, or store materials in the Easement Area or (iii) otherwise obstruct the Easement Area in any way, and each of Grantor and Grantee shall keep the Easement Area free of debris generated by such party, its agents, employees, tenants, licensees and/or invitees (as applicable). The rights and privileges created by this Agreement shall not give members of the general public, other than the Grantor and Grantee herein, together with their respective tenants, invitees, visitors, guests and licensees, the right to use the Easement Area for ingress and egress to the respective Parcels, and for turnaround of vehicular traffic. This Access Easement shall only be used for access over the Grantor Parcel in conjunction with the purposes set forth in the Easement Modification Agreement dated June 4, 1992, recorded June 22, 1992 in Book 1861 at page 493 at the office of the Somerset County Clerk. This Easement shall be for access only and Grantee shall not construct any temporary or permanent structure or item underground, on the surface of or above the Easement Area.

3. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for all purposes, including ingress and egress, which are not inconsistent with the Easement granted in this Agreement and will not interfere with the Grantee's rights in and use of the Easement Area. Grantor shall not erect and shall not permit any tenant or licensee of Grantor to erect, any improvements or landscaping which may unreasonably or materially interfere with the right of access granted in the Easement. Grantor's use and enjoyment of the Easement Area shall not unreasonably or materially interfere with, or adversely affect any of Grantee's rights therein. Subject to the foregoing, Grantor hereby reserves the right to install below the surface of the Easement Area and maintain up to three drainage pipes for roof runoff, including the currently existing pipe, provided that the foregoing shall not result in drainage across the surface of the Easement Area; provided that: (a) Grantor shall notify Grantee in writing not less than ten (10) days prior to the commencement of any work in connection with the excavation, installation and/or maintenance (other than routine maintenance not requiring any use or obstruct the Easement Area) of the foregoing, (b) Grantor shall coordinate any such activities with Grantee and shall not unreasonably disturb Grantee's use of the Easement and access to or across the Easement Area, (c) Grantor shall conduct any such work in compliance with all applicable law and in a good and workmanlike manner, using appropriately licensed and insured contractors, and Grantor shall be solely responsible for obtaining any permits required in connection with

such work, (d) Grantor shall indemnify and hold harmless Grantee as set forth in Section 10 of this Agreement in connection with any such work.

4. Maintenance and Repairs and Use of Easement Area. Grantee shall maintain, or cause to be maintained, the Easement Area in good order and repair, in accordance with all laws, rules and regulations of all governmental authorities having jurisdiction over the Easement Area, including, without limitation, (a) the removal of all snow and ice (if Grantee needs access), refuse, rubbish, natural growth and debris (other than to the extent left by Grantor or its use of the Easement Area), (b) free of overhanging objects which obstruct vehicular access, (c) free from any inoperable or unregistered vehicles, (d) free from the storage of vehicles, materials or other equipment, (e) and free of ground surface hazards, such as holes or obstructions. Grantor shall be responsible for any maintenance and snow removal for Grantor's tenant's/occupant's access outside the Easement Area for Lot 6, Grantor's Parcel.

No portion of the Easement Area shall be used for the parking of vehicles by Grantor or Grantee.

Grantee shall not obstruct access to any other structures on Grantor Parcel when undertaking any maintenance or snow removal activities in accordance with this Agreement.

5. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the parties, their successors and assigns, that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties to this Agreement (or otherwise granted express rights hereunder), their successors and assigns, any rights or remedies under or by reason of this Agreement.

6. Rights in Public Generally. The easement and rights created, reserved, granted and established in this Agreement do not, are not intended to and shall not be construed to create any easements, rights or privileges in and for the benefit of the general public.

7. Modification. This Agreement contains the entire agreement between the parties relating to the rights granted. This Agreement shall be recorded by Grantor and may only be amended, modified, or terminated in writing, executed and acknowledged by all of the parties, their successors or assigns.

8. Notices. Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (a) by overnight courier for next day delivery prepaid by the sender, (b) mailed by registered or certified mail, return receipt requested, postage prepaid, or (c) by electronic transmission, so long as a manually signed copy is also forwarded by one or more of the manners set forth in the foregoing clauses (a) and (b), to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of addresses of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given. Such addresses shall be as follows:

If to Grantor:

Joseph Scagliotta & Sons LLC
Steven J. Scagliotta

Michele Scagliotta
7 Sweet Briar Ct, Mullica Hill, NJ 08062
Telephone: 508-918-0829
Email: sscagliotta@comcast.net

With a copy to:

Barry E. Rosenberg, Esq.
Abrams, Gran, Hendricks, Reina & Rosenberg PC
2 West Union Avenue
PO Box 350
Bound Brook, New Jersey 08805
Telephone: 732-356-9400
Email: barry@abramslawnj.com

If to Grantee:

New Jersey American Water Company
1 Water Street
Camden, New Jersey 08102
Attn: Stephen Bishop,
VP & General Counsel
Email: Stephen.Bishop@amwater.com

With a copy to:

James Graziano, Esq.
Archer & Greiner P.C.
1025 Laurel Oak Road
Voorhees, NJ 08043
Telephone: 856-354-3090
Email: jgraziano@archerlaw.com

9. Further Assurances. Each of the parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

10. Indemnification. Each of Grantor and Grantee agrees to indemnify and hold harmless the other party and its respective partners, owners, agents, members, employees, affiliates and lenders (each and collectively "**Indemnitees**") against any and all liability, loss, cost, damage, claims, judgments or reasonable expenses which any Indemnitee may sustain, be subject to or be caused to incur, by reason of any claim, suit or action arising out of or related to the access to, use, repair and maintenance (to the extent of the indemnifying party's repair or maintenance responsibility hereunder) of the Easement Area (collectively, "**Indemnified Claims**").

11. No Abandonment or Overburdening. No act or failure to act on the part of Grantee or any other person or entity shall be deemed to constitute an abandonment of the Easements or any portion thereof. Non-use of any portion of the Easement Area by Grantee shall not prevent Grantee in the future from using the entire width and/or scope of the Easement Area in the event the same is needed, for any purpose permitted hereunder. No use of the Easement Area or any portion thereof by Grantee in accordance with the terms of this Agreement shall, separately or in the aggregate, constitute an overburdening of the Easement Area so long as the use is within the scope of rights granted herein.

12. Assignment and Encumbrance; Liens. Grantee may at any time and from time to time, without prior notice to Grantor, (i) convey, transfer, assign, license, or grant all or any portion of such Grantee's right, title, or interest in the Easement, Easement Area and/or this Agreement, and/or the Grantee

Facilities to any one or more persons and/or entities in connection with a financing, transfer, licensing or the other grant by Grantee to a third party of an interest in or relating to the Grantee Facilities (subject to the limitations set forth in this Section 12) (a "Transferee", whether one or more); provided that (a) the conveyance, assignment, pledge or other type of transfer described above may not expand or broaden or limit the rights granted by Grantor to Grantee in this agreement. Should Grantee exercise its rights under subparagraph (i) or (ii) above, Grantee shall give written notice to Grantor of such assignment or transfer, including new primary Transferee contact information (if applicable). Notwithstanding the foregoing, neither Grantor nor Grantee shall cause or suffer the imposition of any mechanic's liens upon any part of the Easement Area as the result of any labor or materials furnished for or on behalf of either party. The party which causes or suffers any such mechanic lien to be filed against any portion of the Easement Area shall defend, indemnify and hold the other party harmless from and against all liability, loss, cost or expense (including reasonable attorneys' fees) arising out of any such liens. Notwithstanding the foregoing, Grantee shall not in any way encumber Grantor's fee title interest in Grantor's Parcel beyond Grantee's rights to the Easement Area in accordance with this Agreement.

Grantor shall have fee title to the Easement Area. Grantor may convey, mortgage, lease or otherwise transfer title or interest in the land subject to the Easement Area, provided however, the covenants and conditions in this Agreement shall remain superior to said conveyance, mortgage, lease or transfer, it being the intention of this Agreement that its terms and conditions shall become part of the chain of title for Grantor Parcel.

13. Miscellaneous.

(a) It shall not be deemed that any invalid provision affects the effectiveness of or consideration for this Agreement and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of laws provisions.

(c) The Section headings in this Agreement are intended for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in this Agreement shall be construed to make the parties partners or joint venturers or render a party liable for the debts or obligations of the other party.

(e) This Agreement may be executed in multiple counterparts, each of which shall be regarded as an original, and all of which together shall constitute one and the same instrument. Executed, scanned and emailed copies or executed and faxed copies shall be deemed original counterparts for all purposes set forth herein.

(f) In the event of a dispute between Grantor and Grantee or their respective successors or assigns arising out of this Agreement, the prevailing or settling party (whether or not litigation is commenced), shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with the prosecution or defense of such dispute and/or (if applicable) litigation, including any appellate proceedings. Neither party shall be liable for any indirect, incidental, consequential, punitive, or special damages arising out of or in connection with this Agreement, including but not limited to loss of profits, loss of business opportunities, or any other economic losses, whether or not such damages were foreseeable.

(g) Grantor certifies that Grantor is the sole fee and equitable owner of the Grantor Parcel, has good and marketable title to the Grantor Parcel, and has the unrestricted right and authority and the legal capacity to execute this Agreement and to grant Grantee the Easement and rights granted in this Agreement. Grantee shall have the right to quietly and peaceably hold, possess and enjoy the Easement and Easement Area, without hindrance or molestation, and Grantor shall defend Grantee's right of use and occupancy against the claims of all persons. When executed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms

14. Release/Termination. Grantee may, at any time and from time to time, release all or any portion of its right, title and interest in the Easement or this Agreement (as to all or any portion or portions of the Easement Area) by executing and causing to be acknowledged and recorded in the official real property records of Somerset County, New Jersey, a release describing with particularity the portion of such right, title or interest so released and the part of the Easement Area to which it applies. Such release shall become effective and shall be deemed delivered to and accepted by Grantor upon such recordation. Upon any such release by Grantee, the parties' respective rights and obligations hereunder shall cease as to the portion of the Easement Area or the right, title or interest herein as to which such release applies, but the Easement and the parties' respective rights and obligations hereunder shall remain in full force and effect as to any portions of the Easement Area and any right, title and interest of Grantee not so released.

15. Entire Agreement; Binding Effect. This Agreement, including all Exhibits and Schedules attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith, subject to a certain Stipulation of Settlement by and between Grantor and Grantor in connection with a matter bearing Docket Nos. OAL DKT. No PUC 11823-24 and Agency DKT. No. W024070507, annexed hereto as "Exhibit C". This Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement under seal on the day and year first above written.

GRANTOR:

JOSEPH SCAGLIOTTA & SONS LLC,
a New Jersey limited liability company

By: _____
Name: Steven J. Scagliotta
Title: Managing Member

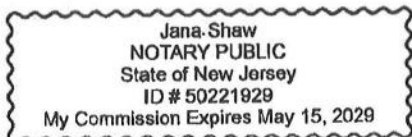
STEVEN J. SCAGLIOTTA

MICHELE SCAGLIOTTA

GRANTEE:

NEW JERSEY-AMERICAN WATER COMPANY, INC.,
a New Jersey corporation

By: Stephen R Bishop
Name: Stephen R Bishop
Title: VP, General Counsel and Secretary



[Acknowledgements follow.]

STATE OF NEW JERSEY

)

SS:

COUNTY OF _____

)

BE IT REMEMBERED, that on this ____ day of _____, 2025 before me, the subscriber, personally appeared MICHELE SCAGLIOTTA, who acknowledged under oath, to my satisfaction, that this person: (a) is named in and personally signed this document; and (b) signed, sealed and delivered this document as his or her act and deed.

NOTARY PUBLIC

(Printed Name)

My Commission Expires: _____

Commission No. _____

STATE OF NEW JERSEY

)

SS:

COUNTY OF _____

)

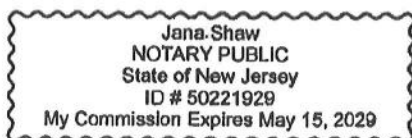
BE IT REMEMBERED, that on this ____ day of _____, 2025 before me, the subscriber, personally appeared _____ who who, I am satisfied, is the person who signed the within instrument as _____ of NEW JERSEY AMERICAN WATER COMPANY, INC., a New Jersey corporation, the corporation named therein and this person thereupon acknowledged that he/she is authorized to sign the within instrument on behalf of the corporation and that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed and delivered by this person as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

NOTARY PUBLIC

Jana Shaw

Jana Shaw
(Printed Name)

My Commission Expires: May 15, 2029
Commission No. 50221929



IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement under seal on the day and year first above written.

GRANTOR:

JOSEPH SCAGLIOTTA & SONS LLC,
a New Jersey limited liability company

By: Steven J. Scagliotta 25MAR25.
Name: Steven J. Scagliotta
Title: Managing Member

STEVEN J. SCAGLIOTTA

Steven J. Scagliotta 25MAR25

MICHELE SCAGLIOTTA

MICHELE SCAGLIOTTA BY
STEVEN J. SCAGLIOTTA, HER ATTORNEY
Steven J. Scagliotta IN FACT.
25MAR2025.

✓ GRANTEE:

NEW JERSEY-AMERICAN WATER COMPANY, INC.,
a New Jersey corporation

By: _____
Name: _____
Title: _____

[Acknowledgements follow.]

888.

MICHELE SCAGLIOTTA BY
STEVEN J. SCAGLIOTTA, HER
ATTORNEY IN FACT.

STATE OF NEW JERSEY)

COUNTY OF Gloucester)

SS:

Steven J. Scagliotta

BE IT REMEMBERED, that on this 25 day of MARCH, 2025 before me, the subscriber, personally appeared MICHELE SCAGLIOTTA, who acknowledged under oath, to my satisfaction, that this person: (a) is named in and personally signed this document; and (b) signed, sealed and delivered this document as his or her act and deed.

NOTARY PUBLIC

[Signature]

(Printed Name)

Jerry Everwine

My Commission Expires: 8-7-2025

Commission No. 2017858

STATE OF NEW JERSEY)

COUNTY OF _____)

SS:

BE IT REMEMBERED, that on this _____ day of _____, 2025 before me, the subscriber, personally appeared _____ who who, I am satisfied, is the person who signed the within instrument as _____ of NEW JERSEY AMERICAN WATER COMPANY, INC., a New Jersey corporation, the corporation named therein and this person thereupon acknowledged that he/she is authorized to sign the within instrument on behalf of the corporation and that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed and delivered by this person as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors. ✓

NOTARY PUBLIC

(Printed Name)

My Commission Expires: _____

Commission No. _____

208

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)
COUNTY OF Gloucester)

SS: Steven J. Scagliotta

BE IT REMEMBERED, that on this 25 day of MARCH, 2025 before me, the subscriber, personally appeared STEVEN J. SCAGLIOTTA, who acknowledged under oath, to my satisfaction, that this person: (a) is a member or manager of JOSEPH SCAGLIOTTA & SONS LLC, a New Jersey limited liability company, the limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

NOTARY PUBLIC

Jerry EverWise
(Printed Name)

My Commission Expires: 8-7-2025
Commission No. 2077858

STATE OF NEW JERSEY)
COUNTY OF Gloucester)

SS: Steven J. Scagliotta

BE IT REMEMBERED, that on this 25 day of MARCH, 2025 before me, the subscriber, personally appeared STEVEN J. SCAGLIOTTA, who acknowledged under oath, to my satisfaction, that this person: (a) is named in and personally signed this document; and (b) signed, sealed and delivered this document as his or her act and deed.

NOTARY PUBLIC

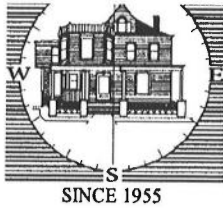
Jerry EverWise
(Printed Name)

My Commission Expires: 8-7-2025
Commission No. 2077858

SSJ

EXHIBIT P-1

LEGAL DESCRIPTION OF EASEMENT AREA



STIRES ASSOCIATES, P.A.

PROFESSIONAL ENGINEERS, PLANNERS AND SURVEYORS
43 W. HIGH STREET SOMERVILLE, N.J. 08876
(908) 725-0230 (908) 707-0831

Access Easement

Lot 6 Block 163

Township of Bridgewater, County of Somerset, New Jersey

All that tract or parcel of land and premises, situate, lying and being in the Township of Bridgewater, County of Somerset, State of New Jersey being more particularly described as follows:

Beginning at a concrete monument found in the southerly sideline of New Jersey State Highway Route 202, also being the common corner of lands belonging now or formerly to Fisher Scientific, Inc. Lot 1 Block 163 and lands belonging now or formerly to Steven & Michele Scagliotta, Lot 6 Block 163, and from said point running;

- Thence 1) along the line of lands of Fisher Scientific, Inc. South 00 degrees 44 minutes 00 seconds West a distance of 452.00 feet;
- Thence 2) through the lands of Scagliotta, South 41 degrees 44 minutes 57 seconds West a distance of 23.14 feet;
- Thence 3) continuing through Scagliotta, South 67 degrees 13 minutes 27 seconds West a distance of 25.62 feet;
- Thence 4) continuing through Scagliotta, South 88 degrees 29 minutes 51 seconds West a distance of 25.40 feet;
- Thence 5) continuing through Scagliotta, South 65 degrees 54 minutes 22 seconds West a distance of 23.22 feet to the line of lands belonging now or formerly to New Jersey American Water Company;
- Thence 6) along the lands of New Jersey American Water Company, North 04 minutes 49 seconds 00 seconds East a distance of 43.36 feet;
- Thence 7) through the lands of Scagliotta, South 72 degrees 09 minutes 08 seconds East a distance of 35.15 feet;
- Thence 8) continuing through Scagliotta, North 80 degrees 53 minutes 49 seconds East a distance of 19.76 feet;
- Thence 9) continuing through Scagliotta, North 54 degrees 20 minutes 59 seconds East a distance of 17.38 feet;

A MEMBER OF THE "STIRES GROUP" OF COMPANIES

STIRES ASSOCIATES, P.A.

- Thence 10) continuing through Scagliotta, North 00 degrees 44 minutes 00 seconds East a distance of 283.87 feet;
- Thence 11) continuing through Scagliotta, South 83 degrees 21 minutes 19 seconds East a distance of 1.89 feet;
- Thence 12) continuing through Scagliotta, North 06 degrees 38 minutes 41 seconds East a distance of 22.97 feet;
- Thence 13) continuing through Scagliotta, North 83 degrees 12 minutes 16 seconds West a distance of 4.27 feet;
- Thence 14) continuing through Scagliotta, North 00 degrees 44 minutes 00 seconds East a distance of 137.92 feet to the sideline of Route 202;
- Thence 15) along the sideline of Route 202, South 85 degrees 11 minutes 00 seconds East a distance of 15.04 feet to the point and place of BEGINNING.

Containing 8,706 Square Feet or 0.120 Acres

The above description was written pursuant to a survey of the property designated as Block 163 Lot 6.01 on the municipal tax map of Bridgewater Township, Somerset County, New Jersey. Said survey was prepared by Stires Associates, P.A., 43 West High Street, Somerville, New Jersey dated August 2, 2023 and marked as job number 23166.

Stires Associates, P.A.

Richard C. Mathews

Richard C. Mathews
New Jersey Professional Land Surveyor
License No. 29353

EXHIBIT P-2

MAP/PLAT INCLUDING EASEMENT AREA

