

FIRST AMENDMENT TO TRAIL EASEMENT

THIS TRAIL EASEMENT is made on this ____ day of April, 2024,

BETWEEN NORTH JERSEY DISTRICT WATER SUPPLY COMMISSISON, a corporate body politic of the State of New Jersey, having its principal offices at the 1 F.A. Orechio Drive, Wanaque, NJ 07465, **VEOLIA WATER NEW JERSEY, INC.**, a New Jersey corporation with its principal office at 461 From Road, Paramus, New Jersey, collectively referred to as “**GRANTORS**”, and the **COUNTY OF PASSAIC**, a corporate body politic of the State of New Jersey, having its principal offices at the Passaic County Administration Building, 401 Grand Street, Paterson, New Jersey, hereinafter referred to as “**GRANTEE**”

W I T N E S S E T H:

WHEREAS, North Jersey District Water Supply Commission and the County of Passaic executed a Trail Easement agreement, granting the County of Passaic the right to construct the Highlands Rail Trail over certain parcels owned by North Jersey District Water Supply Commission, subject to certain conditions, such Trail Easement being executed on September 12, 2018 and recorded on September 27, 2018 in the Passaic County Register’s Office at Book D3414, Page 79 (hereafter “2018 Trail Easement”); and

WHEREAS, it has been discovered that Veolia Water New Jersey, Inc. also retains an ownership interest in certain parcels subject to the 2018 Trail Easement, specifically Block 462, Lot 1, Block 447, Lot 1, Block 429, Lot 1, and Block 407, Lot 1, as shown on the Official Tax Map of the Borough of Wanaque (hereafter “Property”); and

WHEREAS, the purpose of this First Amendment to Trail Easement is to specify that the 2018 Trail Easement applies specifically to the following parcels jointly owned by **GRANTORS**: Block 462, Lot 1, Block 447, Lot 1, Block 429, Lot 1, and Block 407, Lot 1, as shown on the Official Tax Map of the Borough of Wanaque, and to add Veolia Water New Jersey, Inc. as a grantor of the above-described parcels; and

NOW, THEREFORE, in consideration of **ONE dollar (\$1.00)** and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual promises set forth herein, **GRANTORS** do hereby impress upon and convey to **GRANTEE** the following permanent Trail Easement, which is more particularly outlined herein, which shall hereafter be covenants which run with the land and shall inure to the benefit of and be binding upon **GRANTEE**:

Article 1. Grant of Easement for the Highlands Rail Trail and Grant of Easement for Public Access

1.01 Grant of Easement for the Highlands Rail Trail

GRANTORS grant and convey to **GRANTEE** the perpetual right to create the Highlands Rail Trail as described in Article 2 of the 2018 Trail Easement; to enter into the Property at any time, with proper notification, to construct, install, maintain, and repair the items described in Paragraph 2.01(a) of the 2018 Trail Easement, and subject to prior written consent of **GRANTORS**, those described in Paragraph 2.01 (b) in the 2018 Trail Easement.

1.02 Grant of Easement for Public Access

GRANTORS grant and convey to **GRANTEE** the right to make available to the public a perpetual easement and right-of-way over the Highlands Rail Trail and the right to use the trail facilities for the purposes described in Paragraph 3.01(a) of the 2018 Trail Easement, and subject to the prior written consent of **GRANTORS**, those items described in Paragraph 3.01(b) of the 2018 Trail Easement.

1.03 2018 Trail Easement Applies to Veolia Water New Jersey, Inc.

Veolia Water New Jersey, Inc. agrees to be bound by the terms contained in the 2018 Trail Easement and is afforded all rights and remedies of Owner as contemplated therein.

1.04 Tax Map Reference

The parcels subject to the 2018 Trail Easement and this First Amendment to Trail Easement are Block 462, Lot 1, Block 447, Lot 1, Block 429, Lot 1, and Block 407, Lot 1, as shown on the Official Tax Map of the Borough of Wanaque

Article 2. Miscellaneous

2.01 Binding Trail Easement

In all respects, **GRANTEE** remains bound to the provisions contained in the 2018 Trail Easement to each Veolia Water New Jersey, Inc., and North Jersey District Water Supply Commission. This Trail Easement is a servitude running with the land binding upon the undersigned **GRANTORS**, and, upon recordation with the Passaic County Clerk, all subsequent owners of the Property are bound by its terms whether or not the owners had actual notice of this Trail Easement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Trail Easement. This Trail Easement binds and benefits **GRANTORS** and **GRANTEE** and their respective personal representatives, successors, and assigns.

2.02 Governing Law

The laws of the State of New Jersey govern this First Amendment to Trail Easement and 2018 Trail Easement.

2.03 Incorporation by Reference

Each exhibit or schedule referred to in this First Amendment to Trail Easement is incorporated into this legal instrument by this reference.

2.04 Amendments; Waivers

No amendment or waiver of any provision of this First Amendment to Trail Easement or consent to any departure by **GRANTORS** from the terms of this First Amendment to Trail Easement is effective unless the amendment, waiver, or consent is in writing and signed by an authorized signatory for **GRANTEE**. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be filed with the Passaic County Clerk.

2.05 Severability

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Trail Easement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.

2.06 Entire Agreement

This First Amendment to Trail Easement, together with the 2018 Trail Easement, contain all of the terms and conditions agreed upon by the **GRANTORS** and **GRANTEE** and supersedes all other negotiations, representations, and understandings of the **GRANTORS** and **GRANTEE**, oral or otherwise, regarding the subject matter as to the Property.

2.07 Notices

All notices, reports, statements, requests, or authorizations required to be give hereunder shall be personally delivered or sent by first class mail to the **GRANTORS** and **GRANTEE** at the following addresses, unless a party has been notified of a change of address:

To: County of Passaic
401 Grand Street, Room 205
Paterson, NJ 07505
Attn: Matthew P. Jordan, Esq.

To: Veolia Water New Jersey, Inc.
461 From Road
Paramus, NJ 07652
Attn: Brian J. Yarzab, Esq.

To: North Jersey District Water Supply Commission
1 F.A. Orechio Drive
Wanaque, NJ 07465
Attn: Timothy J. Eustace

2.08 Warranty

The undersigned **GRANTORS** warrants to the **GRANTEE** that:

- (a) Liens and Subordination. The Property is, as of the Easement Date, free and clear of all liens or, if it is not, that **GRANTORS** has obtained and attached to this First Amendment to Trail Easement as an exhibit the legally binding subordination of any lien affecting the Property as of the Easement Date.
- (b) Existing Agreements. No one has the legally enforceable right (for example, under a lease, easement, or right-of-way agreement) to prevent the installation or public use of the Highlands Rail Trail.
- (c) Hazardous Materials. To the best of their knowledge, the Property is not contaminated with hazardous or toxic materials, and no such materials have been stored or generated there.

INTENDING TO BE LEGALLY BOUND, the undersigned **GRANTORS** and **GRANTEE**, by their respected duly authorized representatives, and with proper authority, have signed and delivered this First Amendment to Trail Easement as of the Easement Date.

Attest:

VEOLIA WATER NEW JERSEY, INC.

[INSERT NAME]
[INSERT TITLE]

[INSERT NAME]
[INSERT TITLE]

Attest:

**NORTH JERSEY DISTRICT WATER SUPPLY
COMMISSION**

[INSERT NAME]
[INSERT TITLE]

[INSERT NAME]
[INSERT TITLE]

Attest:

COUNTY OF PASSAIC

Louis I. Imhof
Clerk, Board of County Commissioners

John Bartlett
Director, Board of County Commissioners

As to form and legality:

Nadege D. Allwaters, Esq.
Passaic County Counsel

Prepared by:

Kevin J. Bloom, Esq.
Assistant County Counsel

RETURN TO:

Name: Nadege D. Allwaters, Esq.
Address: 401 Grand Street, Room 214,
Paterson, New Jersey 07505