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July 11, 2024

VIA EMAIL ONLY

Sherry Golden, Secretary
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Ste. 314
P.O. Box 350
Trenton, NJ 08625-0350

Re: 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. 48:3-17.7 and -17.7 Interests in Property to Ensure the Ability to Access the RCA Tank Facilities Located on Landlocked Property Affecting the Lands Owned by Steven Scagliotta & Sons, LLC known as Block 163, Lot 6, 719 U.S. Route 202, Bridgewater, NJ 08807

Dear Secretary Golden:

Pursuant to N.J.S.A. 48:3-17.6 and -17.7, enclosed for filing are one (1) original and ten (10) copies of a Verified Petition on behalf of New Jersey American Water, seeking the authority to exercise eminent domain to acquire an easement in order to maintain the same access to its water tank that it has used for sixty years.

Copies of this filing letter, Petition and exhibits are also being provided via email to all individuals on the attached Service List.

We respectfully request that you acknowledge receipt of this filing and let us know if you require anything else in support of this petition. Thank you.

Respectfully submitted,

/s/ James M. Graziano
JAMES M GRAZIANO, ESQ.

JMG:mab
Enclosures

cc: Attached Service List

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. 48:3-17.7 and -17.7 Interests in Property to Ensure the Ability to Access the RCA Tank Facilities Located on Landlocked Property Affecting the Lands Owned by Steven Scagliotta & Sons, LLC known as Block 163, Lot 6, 719 U.S. Route 202, Bridgewater, NJ 08807

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| Barry E. Rosenberg, Esq. Abrams, Gran, Hendricks, Reina & Rosenberg, P.C. barry@abramslawnj.com Attorneys for Steven Scagliotta, Michele Scagliotta and Joseph Scagliotta & Sons, LLC | Grace W. Njuguna, RMC Township Clerk Bridgewater Township bwtclerk@bridgewaternj.gov | |

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

**IN THE MATTER OF THE PETITION OF : PETITION
NEW JERSEY AMERICAN WATER FOR :
THE AUTHORITY TO ACQUIRE THROUGH :
EMINENT DOMAIN PURSUANT TO N.J.S.A. : DOCKET NO.
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 STEVEN J. SCAGLIOTTA & SONS, LLC :
KNOWN AS BLOCK 163, LOT 6, 719 U.S. :
ROUTE 202, BRIDGEWATER, NJ 08807, :
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**To: THE HONORABLE COMMISSIONERS OF
THE NEW JERSEY BOARD OF PUBLIC UTILITIES**

Petitioner, New Jersey American Water Company, Inc. (“Petitioner,” “NJAW” or the “Company”) by way of this petition Petition filed pursuant to N.J.S.A. 48:3-17.6 and -17.7, respectfully requests that the New Jersey Board of Public Utilities (“Board” or “BPU”) approve this petition to exercise NJAW’s power of eminent domain which is necessary for NJAW to continue to provide safe and reliable water utility service to its customers in the Bridgewater, New Jersey area. In particular, NJAW requests that the Board determines that, as further described herein, the acquisition of an easement as is described in Ex. P-1 and shown on Ex. P-2 (the “Access Easement”) to access NJAW’s landlocked property containing a water tank servicing the public by eminent domain is reasonably necessary for the service, convenience or safety of the public and that the acquisition of the property interests described herein is not incompatible with the public interest and will not unduly injure the owners of such property. The Access Easement is sought over a strip of land currently occupied by a gravel driveway and which has been used to access the landlocked property for over 60 years. The Access Easement

would traverse the western edge of a property which has a street address of 719 U.S. Route 202, and is designated as Block 163, Lot 6 on the official tax map of the Township of Bridgewater, Somerset County.

The Petition of NJAW, a corporation of the State of New Jersey having its main offices at One Water Street, Camden, NJ, respectfully states that:

I. BACKGROUND

1. NJAW seeks the authority to exercise the power of eminent domain in order to continue to access a water tank and associated appurtenances on a landlocked property in Bridgewater, NJ. This landlocked property is designated as Block 163, Lot 6.01 on the tax rolls of Bridgewater Township (the “Tank Property”). NJAW’s facilities have been in this location for over sixty years.

2. While, when NJAW acquired the property, it likewise acquired an easement over the Subject Property which never has been used for access (the Unpassable Easement”). NJAW cannot use the Unpassable Easement for a variety of reasons set forth in more detail herein.

3. For over sixty years, NJAW and its licensees have accessed the Tank Property over the western edge of the surrounding property under separate ownership, and which has a gravel driveway (the “Driveway Access”), allowing for vehicular access. The property containing the Driveway Access is designated as Block 163, Lot 6 on the tax rolls of the Township of Bridgewater (the “Access Property”).

4. NJAW maintains a 350,000 gallon water tank on the Tank Property that services approximately 15,000 customers in and around the area of the Tank Property.

5. Recently, the Owners of the Access Property have informed NJAW that they no longer will allow access to the Tank Property over the Driveway Access that NJAW and its predecessors have used for over sixty years.

6. While the Owners of the Access Property originally purported to ground this newfound bar in safety concerns of residents of the Access Property, NJAW has attempted to engage in discussions to install safety measures to alleviate those newfound concerns at NJAW's cost. The Access Property Owners have refused to engage in such discussions, instead claiming that they only will allow NJAW to utilize the Driveway Access again, if NJAW agrees to pay over \$3,400 per month for such use.

7. NJAW asked for a substantiation of the \$3,400 per month demand and received a response that shows that this demand has no realistic value basis.

8. NJAW likewise has tried to negotiate a formal easement for use of the Driveway Access, including obtaining an appraisal of the property rights, but the Access Property Owners refuse to engage in negotiations and will not provide a counteroffer to NJAW's appraisal-backed offer.

9. It thus is clear that NJAW will not be able to acquire the formal easement over the Access Property through a negotiated resolution.

10. Use of the Driveway Access is critical for the public welfare as NJAW's inability to access its facilities on the Tank Property could have a significant impact on storage volume and pressure for public utility water service to the surrounding area including the provision of potable water for domestic and other uses, in addition to water used for fire protection.

11. Conversely, an easement over the Driveway Access will not cause a harm to the Property Owner as NJAW, its predecessors and its licensees have historically been using the strip of land currently occupied by the gravel driveway to access its facilities.

12. Further, the owner and tenants of the Access Property will continue to have use of the access and driveway to access the buildings on the Access Property as well as the remainder of the Access Property.

13. This Petition provides documentation regarding the acquisition and use of the Access Easement and NJAW's attempts to acquire the easement through a negotiated resolution with the Access Property owners including the following Exhibits, which are attached hereto and made part of this Petition:

- Ex. P-1- Legal description of the proposed Access Easement.
- Ex. P-2- Map depicting the proposed Access Easement.
- Ex. P-3- Deed creating the Unpassable Easement.
- Ex. P-4- Amendment to the Unpassable Easement.
- Ex. P-5- Certification of Victor Sestokas filed in the Superior Court of New Jersey
- Ex. P-6- Certification of Robert P. Sobol filed in the Superior Court of New Jersey
- Ex. P-7- Report of Stires Associates, P.A.

14. NJAW is serving notice and a copy of this filing, together with a copy of the annexed Exhibits being filed herewith, upon those individuals identified in the attached service list, including the Director, Division of Rate Counsel, the Director, Division of Law – Office of the Attorney General, and the Clerk of Bridgewater Township.

15. As a water “public utility” as that term is defined in N.J.S.A. 48:2-13, NJAW is subject to regulation by the Board for the purpose of assuring that it provides safe, adequate and proper water service to its customers pursuant to N.J.S.A. 48:2-23. As a result, NJAW is obligated to, and does, maintain its public utility infrastructure in such condition as to enable it to meet its regulatory obligations to provide the requisite service and to comply with applicable Regulatory

requirements. That infrastructure consists of the properties, infrastructure, facilities and equipment within NJAW's water distribution system throughout its service territories, including the facilities located on the Tank Property.

16. NJAW is committed to providing safe, adequate and proper service in accordance with N.J.S.A. 48:2-23. Consistent with industry practice and its ordinary capital spending planning cycle, NJAW engages continuously in the construction, operation and maintenance of its public utility infrastructure, including the properties, transmission and distribution infrastructure, Treatment Plants, Water Storage Tanks and Booster Stations, and other facilities and equipment that comprise the water production and distribution system utilized to serve the approximately 2,000,000 people it serves throughout the NJAW service territories throughout the State.

17. The water tank on the Tank Property ensures proper service for approximately 15,000 customers in the Bridgewater Township, Raritan Township and Branchburg Township area. Access to the water tank with appropriate equipment is necessary to ensure that NJAW and its licensees have access to maintain, install, replace and repair the utilities that exist on the Tank Property to ensure the safety and reliability of its water distribution system and to ensure continued safe, adequate, reliable, and proper service.

18. In furtherance of its commitment to maintain the reliability and safety of its water distribution system, NJAW seeks with this Petition, Board authorization pursuant to N.J.S.A. 48:19-15.1 and N.J.S.A. 48:3-17.7 for NJAW to undertake eminent domain to acquire the Access Easement, and requests that the Board determine that the easement NJAW seeks is necessary for the service, convenience or welfare of the public, including public safety, and that no alternative means are reasonably available to NJAW that would achieve an equivalent public benefit.

19. As demonstrated below, and in the accompanying exhibits, the Access Easement is required in order to maintain the integrity and reliability of NJAW's local distribution system due to the impracticability of alternative access.

20. The proposed location for the Access Easement is ideal in every respect. There are no reasonable alternative locations for access to the Tank Property and NJAW is unable to develop the Access Easement or another access point without significant cost to ratepayers and without unreasonably, and indefinitely delaying NJAW's ability to access its critical infrastructure on the Tank Property.

21. By granting approval of this Petition, the BPU will protect ratepayers and ensure NJAW's ability to continue to provide adequate potable water and pressure for fire protection as well as access to other utilities located on the Tank Property.

II. PARTIES

22. NJAW is a corporation duly organized under the laws of the State of New Jersey, and is a public utility engaged in providing water utility service, and thereby subject to the jurisdiction of the Board, and has a principal business office located at One Water Street, Camden, NJ 08012.

23. As a regulated water utility company, NJAW provides water utility service to approximately 2,000,000 people in New Jersey including 15,000 in Bridgewater Township, Raritan Township and Branchburg Township which are served by the water storage tank on the Tank Property.

24. NJAW is a "water public utility" as that term is defined in N.J.S.A. 48:2-13 and therefore is subject to regulation by the Board of Public Utilities ("BPU").

25. NJAW is committed to providing safe, adequate and proper service in accordance with N.J.S.A. 48:2-23; *see also Matter of Valley Road Sew. Auth.*, 154 N.J. 224 (1998) (the

primary obligation of a utility is to provide safe, adequate and proper service at a fair and reasonable rate).

26. Communications and correspondence relating to this filing should be sent to:

Donald C. Shields
Vice President and Director of Engineering
New Jersey American Water Company, Inc.
One Water Street
Camden, NJ 08102
856-549-8525
donald.shields@amwater.com

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

27. Steven J. Scagliotta is an individual with a partial ownership interest in the Access Property.

28. Michele Scagliotta is an individual with a partial ownership interest in the Access Property.

29. Joseph Scagliotta & Sons, LLC is a limited liability corporation with a partial interest in the Access Property.

30. Together, Steven J. Scagliotta, Michele Scagliotta and Joseph Scagliotta & Sons, LLC are referred to in this Petition as the “Owners” of the Access Property.

31. Upon information and belief, the Owners reside at and/or have a mailing address of 7 Sweet Briar Court, Mullica Hill, NJ 08062.

III. NJAW'S AUTHORITY TO ACQUIRE PROPERTY THROUGH EMINENT DOMAIN

32. NJAW may seek authority from the BPU under N.J.S.A. 48:3-17.6 and N.J.S.A. 48:3-17.7 to take or acquire property under the provisions of the New Jersey Eminent Domain Act, N.J.S.A. 20:3-1, et seq. (the "Act").

33. Under N.J.S.A. 48:3-17.7, prior to pursuing property acquisition under the Act, NJAW must show that it is unable to acquire the property interest sought from the Access Property owners through a voluntary conveyance.

34. If NJAW is not able to acquire the property interest through such a negotiated resolution, pursuant to N.J.S.A. 48:3-17.7, NJAW must file a petition with the BPU seeking the authority to exercise the power of eminent domain under the Act.

35. In order to vest NJAW with the power to undertake eminent domain under the Act, the BPU must find that the property interest sought is reasonably necessary for the service, accommodation, convenience or safety of the public, that the acquisition of the property interest is not incompatible with the public interest and that the acquisition will not unduly injure the owners of the property interest.

36. NJAW submits this petition in accordance with the foregoing statutes as well as the BPU's rules governing such petitions, N.J.A.C. 14:1-5, et seq.

IV. THE FACILITIES ON THE TANK PROPERTY

37. There has been a water storage tank on the Tank Property since in and around the 1960s.

38. This water storage tank is critical to provide gravity storage to meet peak demand for potable water usage as well as for adequate pressure for firefighting and other water service

provided to approximately 15,000 customers in the Bridgewater Township, Branchburg Township and Raritan Township areas.

39. Since the early 1990s, there have existed cellular antennae on the water tank.

40. These cellular antennae are critical to the provision of cellular service in and around the area of the Tank Property.

41. The inability to access the Tank Property, including with vehicles and necessary service and maintenance equipment, could result in a significant and indeterminate disruption to critical utility services if NJAW and its licensees and lessees cannot perform maintenance and repairs on the infrastructure on the Tank Property.

V. THE HISTORY OF PROPERTY ACCESS AND THE FACILITIES

42. In and about June of 1959, the Somerville Water Company (a predecessor to NJAW), purchased a portion of a larger parcel of land from August Blomquist.

43. The portion that was purchased by the Somerville Water Company currently is designated as Block 163, Lot 6.01 in Bridgewater Township and is referred to herein as the Tank Property.

44. The portion retained by Mr. Blomquist (now owned by the Access Property Owners) is designated as Block 167, Lot 6 in Bridgewater Township and is what is referred to herein as the Access Property.

45. At that time, the parties recorded an easement on the easterly side of the Access Property.

46. This easement was fifteen feet wide and extended from what currently is US Route 202, across the Access Property to the Tank Property (the “Unpassable Easement”).

47. The Unpassable Easement, by its stated terms, was for the purpose of “ingress and egress on foot, by gasoline-driven automobiles, trucks or busses...” Mr. Blomquist “assume[d] no responsibility for constructing or maintaining the easement described herein.” (Ex. P-3)

48. In and around 1992, the Unpassable Easement was amended to provide for the installation of various equipment such as water mains and infrastructure appurtenant thereto as well as telephone lines, electric lines and other public utilities as well as access to the Unpassable Easement to install, maintain and service said facilities.

49. Specifically, the amendment provided for Elizabethtown Water Company (a successor to Somerville Water Company, and predecessor to NJAW and the owner of the Tank Property at the time) and its “successors, servants, agents, tenants, and assigns” the right to install “a water main, telephone electric lines and other public utilities” and other appurtenances related to those facilities as well as the right to maintain all such equipment and appurtenances. (Ex. P-4).

50. To clarify the intention of the amendment, the parties specifically permitted the owner of the Tank Property to install any utilities over, through and under the Unpassable Easement.

51. Sometime after 1992, several telecommunications companies built communications antennae on top of the water tank on the Tank Property as well as associated utility lines and other appurtenances under and on the Unpassable Easement.

52. For over sixty years, NJAW’s predecessors, NJAW and NJAW’s licensees have not utilized the Unpassable Easement to access the Tank Property.

53. Indeed, the Unpassable Easement never was developed as a meaningful access, instead being used for other purposes related to operations of the facilities on the Tank Property.

54. The Unpassable Easement, by its terms, allows for access to the Unpassable Easement to service the facilities installed on, under and above the easement.

55. Over the course of the ensuing more than sixty years, various appurtenances to complement and service the facilities on the Tank Property have been installed under, on and over the Unpassable Easement including water valves, piping, utility poles, anchors, and underground cables for electric and communications facilities located on the Tank Property.

56. Neither at that time, nor at any time since, has there been a curb cut that would allow vehicular traffic from Route 202 onto the Unpassable Easement.

57. And none was necessary, as over the more than sixty years since the creation of the Tank Property, NJAW, its predecessors and its licensees (including the telecommunications carrier companies) have accessed the Tank Property utilizing the Driveway Access.

58. The absence of a curb cut and the facilities located on the Unpassable Easement make it impossible for vehicle traffic to access the Tank Property over the Easement.

59. There exists a curb cut from State Highway 202 at the Driveway Access, which permits traffic to access the Access Property as well as the Tank Property.

60. The use of the Driveway Access has been open and obvious.

61. In and about December 31, 2006, NJAW obtained title to the Tank Property when Elizabethown Water Company merged into NJAW.

62. At all times since acquiring the Tank Property, NJAW and its lessees and licensees have accessed the Tank Property by utilizing the Driveway Access, proceeding over the Access Property.

63. The Owners purchased the Access Property on or about August 7, 2020 when the Driveway Access had been in use as the sole access means to the Tank Property for over sixty (60) years.

64. When the Owners purchased the Access Property, the Driveway Access has been used to access the Tank Property for utility purposes and had been ongoing for over sixty (60) years.

- (1) Upon purchasing the Access Property, the Owners knew or should have known of:
 - a. The existence of the Tank Property and that it was landlocked, requiring access over the Access Property;
 - b. That there were facilities on the Tank Property that required access for, among other things, maintenance and to ensure uninterrupted utility services to the general public;
 - c. The condition of the Unpassable Easement and that access could not occur over it given the presence of the various facilities and other obstructions (such as trees) thereon; and
 - d. That access to the Tank Property had been occurring over the Driveway Access for sixty-plus (60+) years.

65. Upon information and belief, sometime between when the Access Property Owners purchased the Access Property and today, the Owners (or their predecessors) rented the house located on the Access Property to Julianna Lindner, who resides there with her five-year-old daughter.

66. Upon information and belief, upon renting the house on the Access Property to Ms. Lindner and her daughter, Defendants did not disclose the history of access over the Driveway Access to Ms. Lindner.

VI. THE PROPERTY OWNERS THREATEN TO CUT OFF ACCESS

67. In and about April of 2023, Mr. Scagliotta contacted NJAW expressing concerns about a truck that recently had accessed the Tank Property, utilizing the Driveway Access.

68. Mr. Scagliotta's stated concern was that Ms. Lindner had informed him that the truck was driving fast and that Ms. Lindner's daughter played close to, and sometimes in the Driveway Access immediately adjacent to the house that exists on the Access Property.

69. Mr. Scagliotta indicated his belief that there existed no easement over the Driveway Access and thus that NJAW and its licensees had no right to traverse the Driveway Access to access the Tank Property.

70. At that time, Mr. Scagliotta did not prohibit NJAW or its licensees and lessees from utilizing the Driveway Access.

71. Instead, Mr. Scagliotta requested several accommodations in order for NJAW and its licensees and lessees to continue to utilize the Driveway Access including:

(1) That NJAW impose strict travel restrictions on vehicles traversing the Driveway Access, including a speed limit of 3 mph; and

(2) That NJAW pay him \$3,400 per month in compensation in order for NJAW to utilize the Driveway Access.

72. Mr. Scagliotta provided no engineering or traffic analysis related to his 3 mph demand.

73. Mr. Scagliotta provided no appraisal or other value methodology supporting his demand for \$3,400 per month to utilize the Driveway Access.

74. Mr. Scagliotta threatened that, failing payment of the \$3,400 per month, he would block NJAW and its licensees from utilizing the Driveway Access.

75. Mr. Scagliotta refused to communicate via email and only would communicate via texts, phone calls or in-person meetings. Later, Mr. Scagliotta did communicate by way of some mailed materials.

VII. NJAW TRIES TO NEGOTIATE ACCESS¹

76. Upon Mr. Scagliotta's demand that NJAW pay him \$3,400 per month for use of the gravel driveway, beginning in late 2023, NJAW, through various representatives, began to engage Mr. Scagliotta in various discussions regarding continued use of the Driveway Access.

77. Over the ensuing months, representatives from NJAW met with Mr. Scagliotta and, at times, Ms. Scagliotta and/or Ms. Lindner and had text and telephone discussions with Mr. Scagliotta in efforts to try and resolve issues related to NJAW's use of the Driveway Access.

78. NJAW sought to discuss payment of a lump sum to the Owners for a permanent, formal easement over the Driveway Access.

79. Mr. Scagliotta made an initial monetary demand for such an easement.

80. NJAW believed that Mr. Scagliotta's monetary demand was far in excess of the value of the easement.

81. As a result, NJAW hired an appraiser to evaluate the property and prepare an appraisal of the Driveway Access consistent with the standards of the Uniform Standards of Professional Appraisal Practice.

82. The appraiser provided a report to NJAW, setting forth the appraised value of the Driveway Access.

83. NJAW then sent Mr. Scagliotta a letter explaining the governing law that would allow NJAW to obtain permanent use of the Driveway Access through eminent domain or a prescriptive easement claim.

84. NJAW made it clear that it preferred not to undertake litigation and would prefer to resolve the issue through a voluntary conveyance.

¹ Exhibit P-5 reflects the negotiations.

85. NJAW made it clear, though, that it needed to utilize the Driveway Access in order to maintain and service (and, if necessary repair) the facilities on the Tank Property.

86. NJAW offered to pay the Owners the amount of the appraisal in exchange for a clear, recorded, permanent easement over the Driveway Access.

87. Following this letter and the Owners' review of the appraisal, Mr. Scagliotta requested an in-person meeting to discuss the letter and, purportedly, a resolution of (1) the NJAW's use of the Driveway Access and (2) the stated concern for his tenants' safety.

88. NJAW sent two representatives to the meeting and Mr. Scagliotta and Mrs. Scagliotta appeared on behalf of the Defendants, along with Ms. Lindner.

89. At the meeting, on February 1, 2024, NJAW indicated its willingness to resolve the matter for more value than the appraised amount.

90. Mr. Scagliotta had no interest in discussing resolution of the matter.

91. Instead, Mr. Scagliotta spent approximately two hours: (1) explaining his understanding of the history of transactions between prior owners of the Access Property and the Tank Property; (2) recounting his understanding of offers NJAW had made to resolve the issues associated with access; (3) claiming that the appraisal had a number of significant flaws; (4) stating that he had concerns about the safety of his tenants, and the daughter who resides there and who plays near and on the Driveway Access; and (5) explaining the time he has spent researching various things and indicating that he should receive compensation for his time.

92. As to the appraisal, Mr. Scagliotta only would reveal one of his purported flaws, claiming that the value was wrong because the appraisal did not recognize the existence of the apartment above the garage. Mr. Scagliotta refused to divulge any of the other purported flaws that he claimed were present with respect to the appraisal.

93. After almost two hours, it became apparent that Mr. Scagliotta did not have interest in negotiating a voluntary conveyance as he refused to discuss prices, terms, or specific safety measures that could potentially lead to a resolution where NJAW could continue to use the Driveway Access as it, its licensees and its predecessors had for over sixty years.

94. At the conclusion of the meeting, NJAW's representatives informed Mr. Scagliotta that NJAW would need a firm counteroffer in order to continue with negotiations, i.e., NJAW would not bid against itself.

95. At all times since then, Mr. Scagliotta has refused to provide any monetary counter to NJAW's offer to acquire a formal easement over the Driveway Access.

96. Over the next several months, there were several communications between Mr. Scagliotta as representative for Defendants and representatives for NJAW, mostly Mr. Robert Sobol.

97. NJAW responded to the one expressed concern regarding the appraisal, informing Mr. Scagliotta that his concern would not lead to a change in the appraised amount and explaining why.

98. Mr. Scagliotta and NJAW exchanged several pieces of written correspondence.

99. During this time, Mr. Scagliotta demanded a further in-person meeting but refused to provide any counteroffer.

100. Eventually, Mr. Scagliotta represented that he would provide a counteroffer at an in-person meeting, if NJAW agreed to such an in-person meeting.

101. NJAW agreed and Mr. Sobol appeared at an in-person meeting with Mr. Scagliotta in May of 2024, even though he had represented that he would, Mr. Scagliotta refused to provide a counteroffer at the meeting.

102. Because it had become apparent that the Owners had no interest in actually resolving this matter and knowing that it takes two to negotiate, NJAW prepared to move forward with formal proceedings to acquire a formal, recordable interest over the Driveway Access.

103. NJAW informed Defendants of this decision.

104. Following this, on Thursday, May 30, 2024, NJAW representatives again met with Mr. Scagliotta, purportedly to discuss installation of safety measures, with Mr. Scagliotta representing that the Owners finally would provide a counteroffer.

105. Neither of these actually were discussed, though as Mr. Scagliotta did not wish to discuss safety measures past identifying what he thought was a narrow portion of the driveway access. Other than potentially moving a building to address that section of the Driveway Access, Mr. Scagliotta was unwilling to discuss additional safety measures.

106. Additionally, Mr. Scagliotta again refused to provide a counteroffer and stated that there would be dire consequences if NJAW or its licensees attempted to utilize the Driveway Access to access the Tank Property.

107. NJAW remains willing to negotiate an amicable resolution with Mr. Scagliotta, but he has stated that he will not allow any contractors or NJAW personnel to utilize the Driveway Access unless the parties agree on a final resolution.

108. Nonetheless, NJAW was particularly sensitive to the safety concerns regarding, the tenant, Ms. Lindner and her daughter.

109. To that end, on or about April 25, 2024, NJAW forwarded correspondence to the Owners stating that it was willing to install, at NJAW's sole expense, certain safety measures including speed bumps and signage regarding the presence of a child and speed limits.

110. Mr. Scagliotta rejected the proposal, simply stating “speed bump solution unacceptable.”

111. Mr. Scagliotta provided no explanation regarding why the proposed safety measures were unacceptable and further did not propose any alternative safety measures to protect the Owners’ tenants.

112. Mr. Scagliotta proposed a meeting at the Access Property with a representative of NJAW and an engineer to discuss what the Owners considered acceptable safety measures.

113. At first, the Owners refused to meet with anyone from NJAW except for specific people the Owners identified.

114. Upon further explanation from NJAW Mr. Scagliotta agreed to meet with Mr. Sobol and an engineer at the Access Property to discuss safety measures.

115. At around the same time, Mr. Scagliotta accosted a worker at the Access Property and informed the worker that he was not permitted to utilize the Access Property to access the Tank Property.

116. Later, Mr. Scagliotta entered the Tank Property to further accost personnel working thereon, telling them that they had to leave, even though the Owners do not have any ownership or possessory interest in the Tank Property.

117. Nonetheless, in order to defuse the situation, those personnel vacated the Tank Property, utilizing the Driveway Access.

118. Further to further avoid any altercation, NJAW instructed its employees and licensees not to utilize the Driveway Access or the Access Property until NJAW could make the instant application.

119. In the interim, NJAW informed the Owners that none of its filings (either in the Superior Court of New Jersey nor this filing) affected NJAW's desire and willingness to engage in discussions towards a negotiated resolution.

120. NJAW further informed the Owners that it still was willing to discuss safety measures to be installed to provide protections for the Owners' tenants pending the outcome of negotiations or legal proceedings.

121. Initially, Mr. Scagliotta informed NJAW that he would meet with one of their representatives and an engineer at the Access Property to discuss safety measures on May 17, 2024.

122. NJAW did not have an available engineer and suggested a meeting on May 20, 2024.

123. Mr. Scagliotta responded that he would not allow access or have any meetings unless NJAW agreed to pay his "invoices," to wit, documents he had sent to NJAW demanding \$3,400 per month to access the Property.

124. Mr. Scagliotta continued to provide no basis for his demand of \$3,400 per month in order to allow NJAW and its licensees to utilize the Driveway Access.

125. NJAW, believing that the \$3,400 demand was excessive, had engaged an appraiser to value a monthly fee for use of the Driveway Access and, while not receiving a formal report, was informed by the appraiser that appropriate compensation would be \$500 per month.

126. NJAW has offered Owners \$500 per month for use of the Driveway Access, pending resolution either of negotiations or the legal process.

127. In response, for the first time on May 20, 2024, Mr. Scagliotta sent a text message purporting to explain the rationale for the demand of \$3,400 per month. This included, among

other things, property taxes, “revenue sharing” from NJAW’s leases, share of insurance, including increased insurance purportedly purchased by the Owners, trash removal, Project Management/Administration fees (his personal “time” and unidentified “supplemental costs” identified by consultants in Chicago.”

128. None of these costs are verifiable, appropriate or recoverable.

129. Given the Owners’ refusal to discuss specific safety measures or provide any counteroffer, negotiations cannot move forward and NJAW is unable to acquire the Access Easement through a negotiated, voluntary conveyance.

VIII. WHY AN EASEMENT OVER THE GRAVEL DRIVEWAY IS NECESSARY INCLUDING ANALYSIS OF ALTERNATIVES²

130. The water tank, appurtenances and utility infrastructure are located on the Tank Property.

131. The Tank Property is landlocked, with no natural access from any roadway.

132. Thus, access over another property is necessary in order to access the utility infrastructure on the Tank Property.

133. NJAW needs to access the Water Storage Tank on the Tank Property on a regular basis for routine maintenance and other activities and is presently unable to do so.

134. Further, NJAW needs to access the Tank Property from time to time for repairs, and maintenance to prevent issues that could deprive 15,000 customers of access to potable water and adequate fire service.

135. In the event there is some failure with the Water Tank or any of the appurtenances thereto, NJAW would need access to the Tank Property in order to repair the issue and resume water service to the 15,000 customers in the area.

² Exhibit P-6 supports this section.

136. The other utilities also need to access their utility infrastructure, including cellular antennae and appurtenances, which serve the general public in the area.

137. The other utilities access the Tank Property approximately once per month to check on the equipment and for routine maintenance.

138. In undertaking this access, the carriers utilized vehicles to transport the equipment and tool necessary to perform the required maintenance.

139. Further, from time to time, the carriers must access the Tank Property to replace or repair equipment necessary to provide utility services in the area.

140. While NJAW does have a right to the recorded Unpassable Easement, that easement is wooded and thus not readily usable for vehicular access.

141. Further, there exists subterranean piping and valves for water services on the Tank Property that service the public on the Unpassable Easement. The vibrations from vehicular traffic would adversely impact these subterranean pipes and valves.

142. There likewise exist on the Unpassable Easement subterranean cables for electric and communications facilities located on the Tank Property, which cables service the public. Even if traversable by vehicles, the vibrations from vehicular traffic on the Unpassable Easement would adversely impact these subterranean cables.

143. There exist on the Unpassable Easement utility poles and anchors that provide utility services to the public and which would be in the direct path of any vehicles that would traverse the recorded Unpassable Easement.

144. Specifically, in order to utilize the Unpassable Easement:

- (1) Three utility poles and their associated anchors would need to be relocated;
- (2) Underground cables would have to be relocated either horizontally or vertically;

(3) Various water valves and their associated piping would need to be relocated both horizontally and vertically;

(4) Certain sloping would have to be graded; and

(5) A new access would need to be constructed from U.S. Route 202.

145. There exists no curb cut that would allow vehicles to exit from U.S. Route 202 onto the Unpassable Easement.

146. It is NJAW's understanding that the New Jersey Department of Transportation ("NJDOT") would not allow a curb cut or access from U.S. Route 202 at the Unpassable Easement.

147. A review of the NJDOT Highway Access Management Code indicates that access would be prevented at the location of the Unpassable Easement because it would be a second access onto the Access Property and would not meet the minimum spacing requirements for access from the existing driveway on the Access Property.

148. Surrounding properties have slope and grading issues that would make their use as access costly and difficult.

149. NJAW engaged Stires Associates, an engineering company to develop and review a number of other alternatives to using the Driveway Access, but those all would be difficult and expensive compared to continued use of the Driveway Access.

150. These potential alternatives include:

(1) Construction of a new driveway to the east of the Access Property on a neighboring property is not feasible as it likely would require relocation of a concrete vault, and would require significant grading related to steep slopes. It likewise would require negotiations with that property owner.

(2) Use of an existing driveway on the adjacent property owned by Fisher Scientific. However, there is a significant grade differential between that driveway and the Tank Property. The difference is approximately 30 feet and thus would require significant engineering and be expensive. Also, there would have to be negotiations with Fisher Scientific for use of this area and for the construction work that would need to be done.

151. Additionally, even if the use of neighboring properties were feasible from an engineering standpoint (which they are not), there still would need to be access on at least part of the Access Property and thus property acquisition would be necessary for multiple properties instead of just one.

152. Thus, there is no reasonably available alternative site for access to the Tank Property that is better suited based on every reasonable consideration. The Driveway Access has been used for over sixty years, including by NJAW's predecessors and licensees. In other words, the location of the proposed easement over the Driveway Access will simply continue the same access to the Tank Property that has been used for over sixty years.

153. The least impact to ratepayers would be for NJAW to continue to utilize the Driveway Access as it would involve only property acquisition costs, where any other option would involve property acquisition costs as well as significant engineering and construction costs, which would need to be passed onto ratepayers.

IX. THE ACQUISITION OF THE PROPERTY INTEREST IS NOT INCOMPATIBLE WITH THE PUBLIC INTEREST

154. If NJAW obtains the Access Easement, there will be no adverse impact on the public.

155. Public traffic or property interests will not be impacted.

156. Only a private property right will be impacted and then, only insofar as it would maintain what has been the status quo for over sixty years.

157. Indeed, allowing NJAW to obtain the Access Easement would benefit the public, as it would ensure water service to the public in the surrounding area.

X. THE ACQUISITION WILL NOT UNDULY INJURE THE OWNERS OF THE ACCESS PROPERTY

158. Allowing NJAW to exercise the power of eminent domain to obtain the Access Easement will not cause any injury to the Owners – indeed, they will be made whole for the value of the Access Easement.

159. As a threshold matter, it is difficult to imagine how the Owners could argue that, allowing NJAW to utilize the Driveway Access as it has for over sixty years could in any way cause undue injury as it simply will maintain the status quo.

160. Further, the Owners still will have the use of the Driveway Access to access the building on the Access Property.

161. NJAW remains willing to install acceptable and reasonable safety measures to protect any residents of the buildings on the Access Property.

162. Under the Act, the Owners will receive the fair market value of the Access Easement and thus will be fully compensated for the property interest obtained by NJAW.

XI. JURISDICTION AND REGULATORY STANDARD FOR APPROVAL

163. Pursuant to N.J.S.A. 48:3-17.6 and N.J.S.A. 48:3-17.7, the Board has jurisdiction to consider this Petition and to authorize NJAW to exercise eminent domain to obtain the Access Easement, consistent with the procedures of the Act.

164. As is set forth in more detail above, NJAW has shown that the standards for the Board to authorize NJAW to exercise the power of eminent domain have been met in that (1) the

Access Easement is reasonably necessary for the service, accommodation, convenience and safety of the public, (2) acquisition of the Access Easement by NJAW would not be incompatible with the public interest and (3) NJAW's acquisition of the Access Easement will not unduly injure the Owners.

165. Further, NJAW has taken every effort to resolve this matter through voluntary conveyance of the Access Easement via a negotiated resolution. The Owners have refused to engage in meaningful settlement discussions but, in any event, NJAW has been unable to obtain the Access Easement, despite undertaking good faith efforts to negotiate.

166. As a result, pursuant to N.J.S.A. 48:3-17.6 and N.J.S.A. 48:3-17.7, NJAW is Petitioning the Board to authorize NJAW to exercise the power of eminent domain for the purpose of acquiring the Access Easement.

167. N.J.S.A. 48:3-17.6 provides in pertinent part as follows:

Any of the following types of public utilities now or hereafter organized and existing under and by virtue of any law of this State: electric light, heat and power; canal; gas; pipeline; railroad; underground railroad; sewerage; solid waste disposal as defined in section 3 of P.L.1970, c. 40 (C. 48:13A-3); water power; street railway or traction; telegraph or telephone; ***or water***, in addition to and not in substitution of whatever other right, power and authority it may have and possess, ***may, subject to the restrictions as provided hereinafter, take or acquire under the provisions of P.L.1971, c. 361 (C. 20:3-1 et seq.), such property or other interest therein which may be reasonably necessary for the purposes enumerated for each such utility in the succeeding sections hereto.*** In the case of solid waste disposal facilities, the condemnation proceeding may not commence unless the Department of Environmental Protection finds, pursuant to the provisions of section 17 of P.L.1975, c. 326 (C. 13:1E-26) that the site to be taken is a suitable site for a solid waste disposal facility, and that it will not pose an undue risk to the environment or public health.

(emphasis added)

168. N.J.S.A. 48:3-17.7 provides in pertinent part as follows:

The power of condemnation shall not be used or enforced by any such public utility unless the necessary land or other property or any interest therein as stated in this chapter, cannot be acquired from the owner by reason of disagreement as to the

price or legal incapacity or absence of the owner, or inability to convey a valid title, or because the names or addresses of the owner or owners may be unknown, or for any other reason. *Except where a governmental agency having jurisdiction has granted the utility the permission to take or acquire property or any interests for the utility's purposes the power of condemnation shall not be used or enforced by any public utility until and unless such utility shall have applied to the Board of Public Utility Commissioners upon the petition of such utility and the board*, after due notice, including notice to the owner or owners of the land or other property or interest therein to be condemned, and to any other parties having an interest of record therein, if known and resident of this State, and if unknown or not resident of this State, then by such publication as the board shall prescribe, and public hearing, *shall have found that the land or other property or interest therein desired is reasonably necessary for the service, accommodation, convenience or safety of the public, and that the taking of such land or other property or interest therein is not incompatible with the public interest and would not unduly injure the owners of private property*. The board is hereby authorized and empowered to determine the necessity as aforesaid for the use of the land or other property or interest therein so sought to be condemned and to make and establish such reasonable rules and regulations governing the form and method of such application and the time and manner of the notice of such public hearing as it may deem proper, and the board shall have full power and authority to enforce the provisions of this section.

(emphasis added)

169. The Appellate Division has interpreted the “necessary for the service, convenience of welfare of the public” standard (as set forth in a predecessor statute) in In re Hackensack Water Co., 41 N.J. Super. 408 (App. Div. 1956). In Hackensack Water, the Appellate Division concluded that the legislative intent was to empower the BPU to approve projects that are in the public interest, even when those projects conflict with local interests as “expressed through prohibiting provisions of a municipal zoning ordinance.” Id. at 419-20.

170. Here, NJAW has presented overwhelming evidence in this Petition satisfying both of the aforementioned requirements.

XII. REQUEST FOR EXPEDITED RELIEF

171. NJAW needs access to the Water Storage Tank to provide the necessary water service, including potable water and fire service to approximately 15,000 customers in and around

Bridgewater Township, Raritan Township and Branchburg Township. The current inability to access the Tank Property with proper equipment puts such service at risk. A failure of the tank or other infrastructure would cause a significant disruption in service to those 15,000 customers. As a result, NJAW requests an expedited review of this Petition to avoid any such disruption in service.

WHEREFORE, NJAW requests that the Board:

- (1) determine that the access easement is necessary for the service, convenience or welfare of the public, including public safety;
- (2) determine that no alternative site or sites are reasonably available to NJAW that would achieve an equivalent public benefit; and
- (3) order that NJAW has the power to and is authorized to pursue eminent domain to acquire a recordable easement over the property interests depicted in Exhibits P-1 and P-2 to this Petition; and
- (4) grant such other and further relief as may be required.

Respectfully submitted,

ARCHER & GREINER, P.C.
Attorneys for Petitioner
New Jersey American Water Company, Inc.

/s/ James M. Graziano
By: James M. Graziano, Esq.

VERIFICATION

Donald C. Shields of full age, being duly sworn according to law, on his oath deposes and says:

1. I am Vice President and Director of Engineering for New Jersey-American Water Company, Inc. the Petitioner in the foregoing Petition.

2. I have read the Petition, along with the Exhibits attached thereto, and the matters and things contained therein are true to the best of my knowledge and belief.

Donald C. Shields

Vice President and Director of Engineering
New Jersey-American Water Company. Inc.

Donald C. Shields

Sworn and subscribed
before me this ____ day
of July, 2024

VERIFICATION


Donald C. Shields of full age, being duly sworn according to law, on his oath deposes and says:

1. I am Vice President and Director of Engineering for New Jersey-American Water Company, Inc. the Petitioner in the foregoing Petition.

2. I have read the Petition, along with the Exhibits attached thereto, and the matters and things contained therein are true to the best of my knowledge and belief.

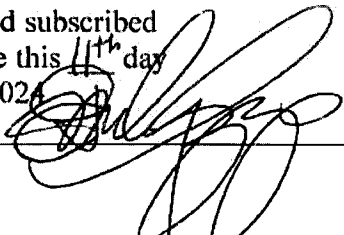
Donald C. Shields

Vice President and Director of Engineering
New Jersey-American Water Company, Inc.



Donald C. Shields

Sworn and subscribed
before me this 11th day
of July, 2024



EMILY A. IZZO
NOTARY PUBLIC OF NEW JERSEY
Comm # 2438753
My Commission Expires Sept. 24, 2028

EXHIBIT P-1



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;

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

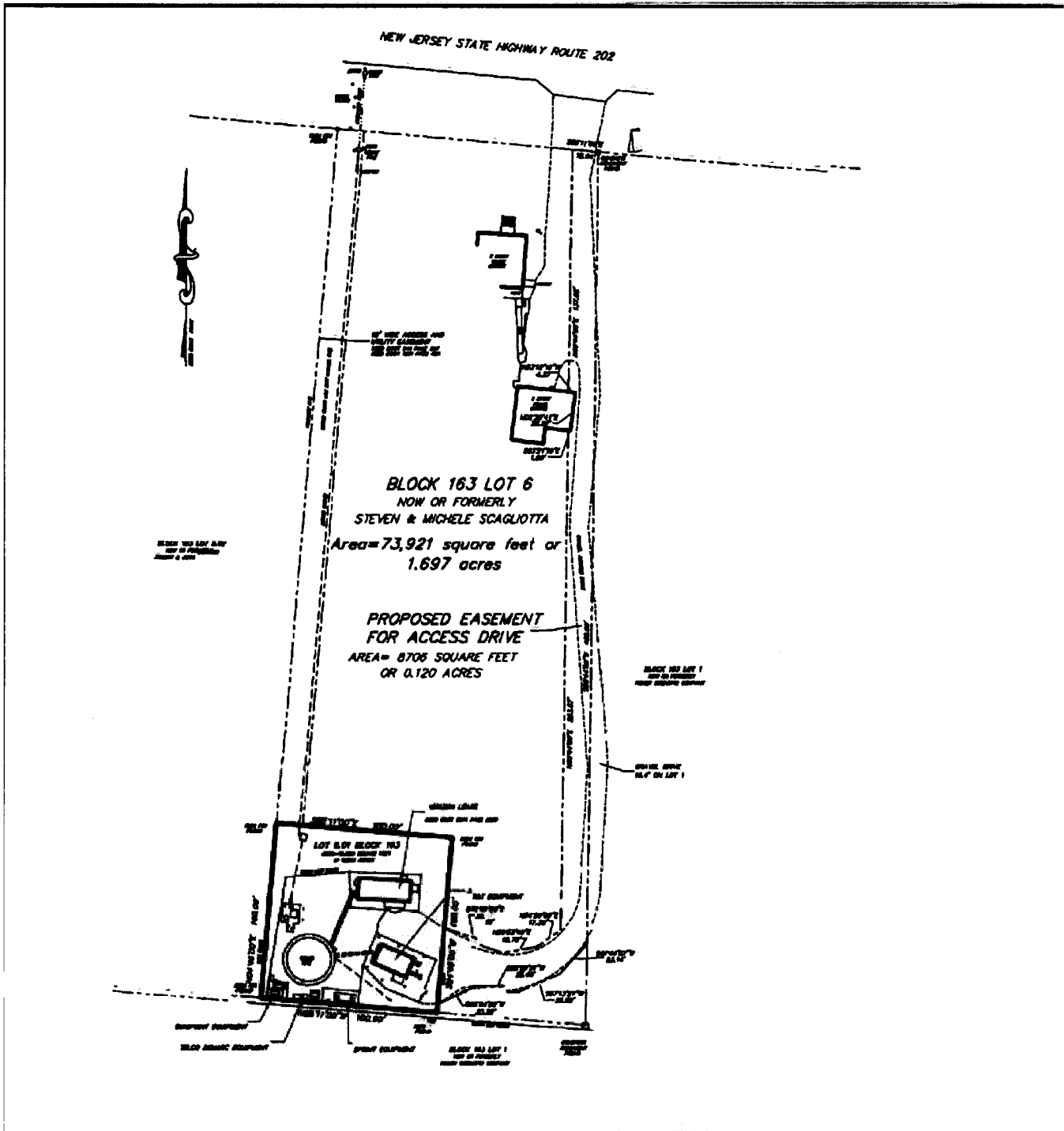
The above description was written pursuant to a survey of the property designated as Block 163 Lot 6.01 on the municipal tax map of Bridgewater Township, Somerset County, New Jersey. Said survey was prepared by Stires Associates, P.A., 43 West High Street, Somerville, New Jersey dated August 2, 2023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



STIRES ASSOCIATES, P.A.
 ENGINEERS, SURVEYORS & ENVIRONMENTAL CONSULTANTS

43 West High Street, Somerville, New Jersey 08876
 Phone (908) 725-0230 Fax (908) 707-0831

MAP OF SURVEY
 ROUTE 202
 LOT 6 BLOCK 163
 TOWNSHIP OF BRIDGEWATER SOMERSET COUNTY
 NEW JERSEY

RICHARD C. MATHEWS

PROFESSIONAL LAND SURVEYOR
Richard C. Mathews

N.J. LICENSE No. 29353
 DATE 1/25/2023

WAIVER OF SETTING CORNER MARKERS OBTAINED FROM THE ULTIMATE USER PURSUANT TO THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS REGULATION, N.J.A.C. 13:40-5.1(D).

| | | | | | | |
|-------------------|---------------|-------------|-----------------|------|----------|----|
| PROJECT No. 23019 | DRAWN BY: RCM | CHECKED BY: | SCALE: 1" = 80' | DATE | REVISION | BY |
|-------------------|---------------|-------------|-----------------|------|----------|----|

EXHIBIT P-3

5631

This Deed,

Made the 9th day of June in the year
one thousand nine hundred and fifty-nine

Between AUGUST A. BLOMQUIST (widower)

hereinafter known as the Grantor

and THE SOMERVILLE WATER COMPANY, a corporation of the State of New Jersey, with its principal office in the Borough of Somerville, County of Somerset, and State of New Jersey

hereinafter known as the Grantee

Witnesseth, that in consideration of the sum of One Dollar and other

good and valuable consideration - - - - -

the said Grantor does grant, bargain, sell and convey, unto the said Grantee its successors and assigns forever, all that certain tract of land and premises situate in the Township of Bridgewater in the County of Somerset and State of New Jersey,

BEGINNING at a point in the division line between lands of August Blomquist and lands now or formerly of William Savran, distant four hundred feet (400.0') Southerly measured along said division line from the Southerly right-of-way line of New Jersey State Highway Route 22 (formerly Frelinghuysen Avenue); thence (1) South 4 degrees 49 minutes West, along said last mentioned division line, one hundred feet (100.0') to a point in the line of lands now or formerly of G. A. Fimmel; thence (2) South 85 degrees 11 minutes East, along said line of lands now or formerly of G. A. Fimmel, one hundred feet (100.0') to a point; thence (3) North 4 degrees 49 minutes East, parallel with the first course, herein described and distant one hundred feet (100.0') Easterly therefrom measured at right angles thereto, one hundred feet (100.0') to a point thence (4) North 85 degrees 11 minutes West, parallel with the second course herein described and distant one hundred feet (100.0') Northerly therefrom measured at right angles thereto, one hundred feet (100.0') to the place of BEGINNING.

TOGETHER with a perpetual easement fifteen feet in width through, over, under and across certain lands and premises owned by the said August Blomquist, situate, lying and being in the Township of Bridgewater, County of Somerset, State of New Jersey, which said easement is more particularly described as follows:

BEGINNING at a point in the Southerly right-of-way line of New Jersey State Highway Route 22 (formerly Frelinghuysen Avenue) where the same is intersected by the division line between lands of August Blomquist and lands now or formerly of William Savran; thence (1) South 4

degrees 49 minutes West, along said last mentioned division line, four hundred feet (400.0') to a point in the Northerly line of lands being conveyed to the Somerville Water Co. by August Blomquist; thence (2) South 85 degrees, 11 minutes East, along said line of lands being conveyed to the Somerville Water Co. by August Blomquist, fifteen feet (15.0') to a point; thence (3) North 4 degrees, 49 minutes East, parallel with the first course herein described and distant fifteen feet (15.0') Easterly therefrom measured at right angles thereto, four hundred feet (400.0') to the aforementioned Southerly right-of-way line of New Jersey State Highway Route 22; thence (4) North 85 degrees 11 minutes West, along said Southerly right-of-way line of New Jersey State Highway Route 22, fifteen feet (15.0') to the Place of BEGINNING.

The same property, according to a survey made by William H. Cunningham, April, 1959 is described as follows:

Premises in Bridgewater Township, County of Somerset, New Jersey

BEGINNING at the southwesterly corner of a plot of land hereinafter mentioned and of which the herein described premises is part, owned by party of the first part August Blomquist and which fronts on the southerly side of New Jersey State Highway Route 202, said beginning point also being the southeasterly corner of a plot of land owned by George Strauss and Anna Strauss, his wife; thence (1) along the easterly line of land of the Strauss', running North 4 degrees 49 minutes East 100.00 feet to a corner; thence (2) running South 85 degrees 11 minutes East 100.00 feet to a corner; thence (3) running South 4 degrees 49 minutes West 100.00 feet to a corner, thence (4) running North 85 degrees 11 minutes West 100.00 feet to a corner and the point and place of Beginning.

BEING part of a plot of land owned by August A. Blomquist, party of the first part hereto, as was conveyed to him by Deed of Rose Liotta and Eugene A. Liotta, her husband, dated November 4, 1942 and recorded in the Somerset County Clerk's Office on November 17, 1942 in Deed Book 625 at page 108, etc.

GRANTING ALSO unto the Somerville Water Company, party of the second part hereto, a perpetual easement over a strip of land 15 feet in width extending southerly from the southerly right-of-way line of New Jersey State Highway Route 202 to the plot of land hereby conveyed for the purpose of ingress and egress on foot, by gasoline driven automobiles, trucks or other vehicles, and which easement is more particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of New Jersey State Highway Route 202, formerly known as Frelinghuysen Avenue and State Highway Route 29, which beginning point is 135 feet distant measured along the said southerly right-of-way of New Jersey State Highway Route 202 on a course of North 85 degrees 11 minutes West from the point of intersection of the same with the westerly boundary line of land formerly owned by Harold L. Decker and now in the ownership of Anna Van Dervoer Estate; thence (1) running South 4 degrees 49 minutes West 400 feet to a point in the northerly line of the plot of land above described and being hereby conveyed; thence (2) along the northerly line of aforesaid plot of land, running North 85 degrees 11 minutes West 15 feet to the easterly line of a plot of land owned by George Strauss and Anna Strauss, his wife; thence (3) along the easterly line of the land owned by the Strauss', running North 4 degrees, 49 minutes East 400 feet to a point in the southerly right-of-way line of New Jersey State Highway Route 202; thence (4) along the southerly right-of-way line of said State Highway Route 202, running South 85 degrees 11 minutes East 15 feet to the point and place of Beginning.

The grantor assumes no responsibility for constructing or maintaining the easement described herein.

Addenda to Contract between August A. Blomquist and The Somerville Water Company, a corporation of the State of New Jersey, dated

The within grant of easement does hereby give perpetually to the party of the second part, its successors and assigns, forever, the right to lay, maintain and repair a water main and appurtenances thereto, together with the right to construct, replace and operate water mains and the appurtenances thereto and services in connection therewith through, over and under said lands and premises.

TOGETHER with the right to the party of the second part, its successors and assigns, forever, of ingress and egress through, over, under and across said above described lands and premises, for doing anything necessary or useful or convenient in connection with the easement herein granted.

TOGETHER with the rights, easements, privileges, and appurtenances through, over, under and across said above described lands and premises which may be required for the full enjoyment of the rights herein granted.

To have and to hold the said easement unto the party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

It is understood and agreed that the party of the first part, his heirs, executors, administrators and assigns, or any of them, shall not in anywise erect, or construct or cause to be constructed, or erected, any building or structure of any nature whatsoever through, over, under or across the said easement herein granted which will interfere in any manner whatsoever with the full enjoyment of the rights herein granted.

The party of the second part, for itself, its successors and assigns, covenants and agrees that in exercising the rights and easement granted herein, said party of the second part shall at its own cost and expense restore the surface of the premises which the party of the second part may from time to time cause to be disturbed.

Being the same premises conveyed to August A. Blomquist by deed of John D. Blomquist, single, dated September 13, 1938, recorded August 26, 1940, in Book L 24 of Deeds for Somerset County, page 80, etc.; and by deed of Rose Liotta and Eugene A. Liotta, her husband, dated November 4, 1912, recorded November 17, 1912, in Book 625 of Deeds for Somerset County, page 108, etc.

Witness:

W. S. [Signature]

August A. Blomquist
August A. Blomquist, Widower

To Have and to Hold said premises with the appurtenances, unto the said grantees
its successors and assigns forever.

The said August A. Blomquist

Covenant:

1. That he is lawfully seized of the said land;
2. That he has the right to convey the said land to the grantees,
3. That the grantees shall have quiet possession of the said land free from all incumbrances;
4. That the grantor will execute such further assurances of the said land as may be requisite;
5. That he will warrant generally the property hereby conveyed.

In Witness Whereof, the said grantor has hereto set his hand and seal
the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

W. Eddy Heath }
August A. Blomquist LS
 August A. Blomquist, Widower
 W. EDDY HEATH, Master of the
 Superior Court of New Jersey

State of New Jersey, } ss.
County of SOMERSET

Be it Remembered, That on this 9th day of June
in the year of our Lord One Thousand Nine Hundred and Fifty-nine before me
the subscriber, A Master of the Superior Court of New Jersey

personally appeared August A. Blomquist, Widower

who, I am satisfied, is the grantor mentioned in the within Instrument, to
whom I first made known the contents thereof, and thereupon he acknowledged that
he signed, sealed and delivered the same as his voluntary act and
deed, for the uses and purposes therein expressed.

W. Eddy Heath
 W. EDDY HEATH, A Master of the
 Superior Court of New Jersey

of the per
embered, That on this day
Nineteen hundred and before me

who being by me duly sworn on h oath, says that he is the
of
the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said
corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that
the said seal was so affixed and the said Instrument signed and delivered by

who was at the date thereof the President of said corporation, in the presence of this deponent,
and said President, at the same time acknowledged that he signed, sealed and delivered the
same as h voluntary act and deed, and as the voluntary act and deed of said corporation, by
virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed
h name to said Instrument as an attesting witness to the execution thereof

Sworn and subscribed before me
at
the date aforesaid

EXHIBIT P-4

U
R
O
L
A
W
18864
NOTE

RECORDED
SERIALIZED
JUN 22 1959
R. PETER WIDIN

PREPARED BY:

GREGORY J. CZURA

EASEMENT MODIFICATION AGREEMENT

On June 9, 1959, August A. Blomquist, as Grantor, now deceased, conveyed an easement to the Somerville Water Company, a New Jersey Corporation, (now Elizabethtown Water Co.), Grantee. This easement is recorded in Deed Book 944 at page 367 et. seq. in the County Clerk's office in Somerset County, New Jersey. Grantor and Grantee herein now desire to revise the easement terms.

COUNTY OF SOMERSET
CONSIDERATION \$500.00
REALTY TRANSFER TAX \$10.00
DATE 6-23-59 BY [Signature]

NOW, THEREFORE, in consideration of ^{FIVE HUNDRED (\$500.00) F.B.} ~~ONE (\$1.00)~~

AND 00/100 DOLLAR it is agreed that the above described Deed is hereby amended to read as follows for all purposes:

The Grantor herein does hereby give perpetually to the Grantee, its successors, servants, agents, tenants and assigns, forever, the right to lay, maintain and repair a water main and appurtenances thereto, telephone, electric lines and other public utilities together with the right to construct, replace and operate the said water mains, appurtenances and other public utilities including but not limited to telephone and electric and all such related services in connection therewith through, over and under said lands and premises as set forth in the aforesaid Deed of June 9, 1959.

Together with the right of the party of the second part, its successors, servants, agents, tenants and assigns, forever, of ingress and egress, through, over, under and

RECORDED IN DEED

BN 1861 P6493

across said above described lands and premises for doing anything necessary or useful or convenient in connection with the easement herein granted.

Together with the rights, easements, privileges and appurtenances through, over, under and across said above described lands and premises which may be required for the full enjoyment of the rights herein granted.

To have and to hold the said easement unto the party of the second part, its successors, servants, agents, tenants and assigns to the only proper use, benefit and behoof of the said party of the second part, its successors, servants, agents, tenants and assigns.

It is understood and agreed that the party of the first part, his heirs, executors, administrators and assigns, or any of them, shall not in any wise erect, or construct or cause to be constructed or erected, any building or structure of any nature whatsoever through, over, under or across the said easement herein granted which will interfere in any manner whatsoever with the full enjoyment of the rights herein granted.

The party of the second part, for itself, its successors, servants, agents, tenants and assigns, covenants and agrees that in exercising the rights and easement granted herein, said party of the second part shall at its own cost and expense restore the surface of the premises which the party of the second part may from time to time cause to be disturbed.

UNRECORDED

Any statement of the easement in the original grant which is inconsistent with the above statement easement is void. It is the intent of the parties herein, however, to clarify the existing easement to permit the party of the second part, its, successors, servants, agents, tenants and assigns the unbridled right to egress and ingress over and across the above-described lands and premises and the right to install any and all necessary utilities over, through and under the above-described premises without limitation.

IN WITNESS WHEREOF, the parties have set their hands and seals on the 4th day of June, 1992.

WITNESSED:

• • ELIZABETHTOWN WATER CO.

Walter M. Braswell
Walter M. Braswell
Secretary

By: Norbert Wagner
Norbert Wagner
Senior Vice President-Operations

Edna Blomquist

Edna Blomquist
Edna Blomquist

UNRECORDED

STATE OF New Jersey)
) ss.:
COUNTY OF Union)

BE IT REMEMBERED, that on this 8th day of June, 1992, before me, the subscriber, Brenda H. Willis personally appeared Norbert Wagner, who I am satisfied is the person named in and who executed the within instrument and thereupon acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed. \$500.00

Brenda H. Willis
BRENDA H. WILLIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 22, 1994

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

BE IT REMEMBERED, that on this 4th day of June, 1992, before me, the subscriber, Deborah A. Libonati personally appeared Edna Blomqvist, who I am satisfied is the person named in and who executed the within instrument and thereupon acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Deborah A. Libonati
DEBORAH A. LIBONATI
A Notary Public of New Jersey
My Commission Expires April 29, 1993

18864

Bryan J. Cigna
1141 Greenwood Lake Tpk
Ringwood, N.J. 07456

BN/86/PG496

END OF DOCUMENT

6-22-92 24 o'clock

EXHIBIT P-5

ARCHER & GREINER, P.C.

1025 Laurel Oak Road

Voorhees, New Jersey 08043

Tel. (856) 795-2121

Fax (856) 795-0574

Attorneys for Plaintiff, New Jersey American Water

By: JAMES M. GRAZIANO, ESQUIRE (Attorney I.D. No. 025041999)

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| NEW JERSEY AMERICAN WATER, Plaintiff, vs. JOSEPH SCAGLIOTTA & SONS, LLC, STEVEN J. SCAGLIOTTA and MICHELE SCAGLIOTTA Defendants. | SUPERIOR COURT OF NEW JERSEY LAW DIVISION SOMERSET COUNTY DOCKET NO.: Civil Action CERTIFICATION OF VICTOR K SESTOKAS |
|--|---|

Victor K Sestokas, of full age, hereby certifies as follows:

1. I am a Senior Project Engineer and am employed with New Jersey American Water ("NJAW"). In this role, I am responsible for, among other things, managing and designing facility improvement projects, cell carrier installations, and miscellaneous property matters for NJAW. This includes the water tank and appurtenances located at Block 163, Lot 6.01 in Bridgewater, New Jersey (the "Tank Property"). As such, I am fully familiar with the facts set forth herein.

2. I have been involved with the issues related to the property located at Block 163, Lot 6.01 (the "Tank Property") and the owners of Block 163, Lot 6 (the "Access" Property") located at 719 State Highway 202 in Bridgewater Township, NJ and thus am fully familiar with the facts stated herein.

3. NJAW is a corporation duly organized under the laws of the State of New Jersey, and is a public utility engaged in providing water utility service, and thereby subject to the

jurisdiction of the Board, and has a principal business office located at One Water Street, Camden, NJ 08012.

4. As a regulated water utility company, NJAW provides water utility service to approximately 2,000,000 customers in New Jersey including in Bridgewater Township, Branchburg Township and Raritan Township which currently are served by the Water Storage Tank on the Tank Property.

History of the Water Tank

5. As part of this matter, I was tasked with researching the history of the Tank Property, the Access Property and the historic access related to those property interests. To that end, I reviewed historic real estate documents as well as aerial photographs.

6. There has been a water tank on the Tank Property since in and around the 1959.

7. This 350,000 gallon water storage tank is critical to the water service provided to approximately 15,000 customers in the Bridgewater Township, Branchburg Township and Raritan Township areas.

8. On or about June 9, 1959, by way of Deed, Mr. Blomquist conveyed a portion of that larger parcel to The Somerville Water Company (a predecessor to NJAW), which portion was what became the Tank Property. The remaining portion of the larger parcel retained by Mr. Blomquist is what is referred to in this matter as the "Access Property." (A copy of the Deed is attached as Exhibit "A").

9. The Tank Property was and continues to be completely landlocked, not bordering on any road or street.

10. Also conveyed by the Deed by Mr. Blomquist was a fifteen (15) foot wide easement from "Route 22" (now known as and hereafter referred to as US Highway 202) down

the westerly portion of the Access Property to the Tank Property. The easement was conveyed for the purpose of “ingress and egress on foot, by gasoline-driven automobiles, trucks or busses...” Mr. Blomquist “assume[d] no responsibility for constructing or maintaining the easement described herein.” (Ex. “A”)

11. No curb cut or road ever was built or installed over the easement, which instead was used to install water valves and pipes which conveyed water from the constructed water tank to other existing facilities used to transport water to customers in the area.

12. I have reviewed historic aerial images of the Access Property and Tank Property and they clearly show that no vehicle access ever proceeded over the westerly portion of the property and that same would have been impossible, given site conditions meaning that the easement (the “Unpassable Easement”) never was used for access to the Tank Property.

13. Instead, access to the Tank Property proceeded over a driveway on the eastern portion of the property, which driveway ran from US Highway 202 past the buildings towards the front of the Access Property and all the way back to the Tank Property (the “Driveway Access”).

14. The review of aerial photographs as well as discussions with people with history at the Access Property and Tank Property indicate that the Driveway Access has been the access that has been used to access the Tank Property from US Highway 202 over the Access Property.

15. This access, both the lack of use of the Unpassable Easement and the use of the Driveway Access proceeded for the next thirty-plus (30+) years.

16. Sometime between 1959 and the early 1990s, Elizabethtown Water Company (also a predecessor of NJAW) became the successor to the Somerville Water Company both in

terms of providing water service in the area around the Tank Property as well as in the ownership of the Tank Property and all easements and rights of access related thereto.

17. In and around the early 1990s, when cell phone usage was becoming prevalent in society, NJAW, like many other water utility companies, began leasing space on top of water towers to cellular carriers for the installation of cell antennas and towers.

18. Elizabethtown Water Company negotiated a modification to the Easement Agreement which provided that, in the Unpassable Easement, Elizabethtown Water Company and its “successors, servants, agents, tenants, and assigns” the right to install “a water main, telephone electric lines and other public utilities” and other appurtenances related to those facilities as well as the right to maintain all such equipment and appurtenances. (A copy of the Easement Modification Agreement is attached hereto as Exhibit “B”).

19. To clarify the intention of the amendment, the parties specifically permitted the owner of the Tank Lot to install any utilities over, through and under the Unpassable Easement.

20. Sometime after 1992, several telecommunications companies built towers on top of the water tank on the Tank Property as well as associated transmission lines and other appurtenances under and on the Unpassable Easement.

21. During the intervening years, access to the Tank Property continued over that Driveway Access as it had for the previous thirty-plus (30+) years.

22. In and around December 31, 2006, NJAW became the successor to Elizabethtown Water Company through the acquisition of Elizabethtown Water Company.

23. Thus, NJAW took ownership of the Tank Property as well as the Unpassable Easement and the facilities and appurtenances that were on and under the Tank Property and Unpassable Easement.

24. Ever since NJAW has owned the Tank Property it, and its lessees have accessed the Tank Property by use of the Driveway Access.

25. Defendants purchased the Access Property on or about August 7, 2020 when the Driveway Access had been in use as the sole access means to the Tank Property for over sixty (60) years.

26. This access has continued for sixty-plus (60+) years since the Tank Property was created, the more than fifteen (15) years since NJAW has owned the Tank Property and for almost four (4) years since Defendants purchased the Access Property until Friday, May 17, 2024, when Defendants, knowing there was no other existing way to access the Tank Property, refused to allow NJAW and its lessees to utilize the Driveway Access.

27. NJAW and its consultants have looked at historical data, including aerial photographs and there is no evidence that the westerly easement ever has been utilized as regular access to the Tank Property. It appears to at all times have been used for the installation, maintenance and servicing of various lines, valves and other appurtenances to the facilities located on the Tank Property. This same information and evidence shows that access to the Tank Property has occurred over the Access Property by means of the Driveway Access since the water tank was installed over sixty (60) years ago.

Access Over the Driveway Access Is Necessary

28. Access to the water tank and other utility facilities on the Tank Property is critical to maintaining the provision of utility services to the public in the area on the Tank Property.

29. NJAW has examined alternative access to the Tank Property over the easement on the westerly portion of the Access Property and other adjacent properties and found that, from an engineering standpoint, such access is not feasible.

30. As to use of the easement on the westerly portion of the Access Property, there are a number of impediments to NJAW's and its licensees which render its usage infeasible including, but not limited to:

(a) There are utility lines under the easement. These would need to be relocated as they would be susceptible to damage from vibrations of trucks passing over top of them;

(b) The area where the easement on the Unpassable Easement meets the Tank Property is not conducive to access by the vehicles that would be accessing the Tank Property due to tight turn radiuses and the location of equipment on the Tank Property. Navigating this area would be a safety issue.

(c) There exists no curb cut on State Highway 202 at the Unpassable Easement and, based on a review of regulations by the New Jersey Department of Transportation ("DOT"), it does not appear that DOT would allow a curb cut at this location. This is because, among other things, there is an access point for the Access Property within a short distance of where an additional curb cut would be installed.

(d) Regrading would be necessary in the State Highway 202 right-of-way;

(e) The presence of existing utility poles means that certain poles and anchors would have to be relocated; and

(f) There are multiple water valves on the easement together with associated piping that would need to be relocated both horizontally and vertically.

31. NJAW also looked at potential access from neighboring properties, but there are significant slopes that make such access not feasible.

32. I understand that Defendants have some concerns related to safety of tenants in light of vehicle traffic traversing the Driveway Access. To that end, NJAW has investigated potential safety measures.

33. After conducting an investigation, we proposed installation of two, two-way 5-mph speed limit signs, two, double-sided "Child at Play" signs and two speed bumps, which are depicted on attached Exhibit "C." We proposed installation of these safety measures to Defendants.

34. It is my understanding that Defendants rejected installation of the proposed safety measures.

35. NJAW remains ready, willing and able to install reasonable safety measures that are acceptable to Defendants on the Access Property.

36. Without access to the facilities on the Tank Property, residents in and around Bridgewater could lose their access to services they count on for their everyday lives such as potable water for domestic uses as well as cell service for their communications.

37. Access to the Tank Property is necessary for the continued and uninterrupted service of these utilities utilized by the general public.

I hereby certify that the foregoing statements made by me are true and to the best of my knowledge and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Victor Sestokas

VICTOR J SESTOKAS

Dated: June 4, 2024

ARCHER & GREINER, P.C.
1025 Laurel Oak Road
Voorhees, New Jersey 08043
Tel. (856) 795-2121
Fax (856) 795-0574

Attorneys for Plaintiff, New Jersey American Water

By: JAMES M. GRAZIANO, ESQUIRE (Attorney I.D. No. 025041999)

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| NEW JERSEY AMERICAN WATER, Plaintiff, vs. JOSEPH SCAGLIOTTA & SONS, LLC, STEVEN J. SCAGLIOTTA and MICHELE SCAGLIOTTA Defendants. | SUPERIOR COURT OF NEW JERSEY LAW DIVISION SOMERSET COUNTY DOCKET NO.: Civil Action CERTIFICATION OF VICTOR K SESTOKAS |
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1. I am a Senior Project Engineer and am employed with New Jersey American Water (“NJAW”). In this role, I am responsible for, among other things, managing and designing facility improvement projects, cell carrier installations, and miscellaneous property matters for NJAW. This includes the water tank and appurtenances located at Block 163, Lot 6.01 in Bridgewater, New Jersey (the “Tank Property”). As such, I am fully familiar with the facts set forth herein.

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30. As to use of the easement on the westerly portion of the Access Property, there are a number of impediments to NJAW's and its licensees which render its usage infeasible including, but not limited to:

(a) There are utility lines under the easement. These would need to be relocated as they would be susceptible to damage from vibrations of trucks passing over top of them;

(b) The area where the easement on the Unpassable Easement meets the Tank Property is not conducive to access by the vehicles that would be accessing the Tank Property due to tight turn radiuses and the location of equipment on the Tank Property. Navigating this area would be a safety issue.

(c) There exists no curb cut on State Highway 202 at the Unpassable Easement and, based on a review of regulations by the New Jersey Department of Transportation ("DOT"), it does not appear that DOT would allow a curb cut at this location. This is because, among other things, there is an access point for the Access Property within a short distance of where an additional curb cut would be installed.

(d) Regrading would be necessary in the State Highway 202 right-of-way;

(e) The presence of existing utility poles means that certain poles and anchors would have to be relocated; and

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I hereby certify that the foregoing statements made by me are true and to the best of my knowledge and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s Victor J. Sestokas
VICTOR J SESTOKAS

Dated: June 3, 2024

Exhibit A

1201
2

WARRANTY DEED (SINGLE PARTY) FORM NO. 107
IND. OR CORP.

THE CHIEF CLERK, TREASURER, AND REGISTER OF DEEDS
STATE OF NEW JERSEY

2509 944 REC 367

5631

This Deed,

Made the 9th day of June in the year
one thousand nine hundred and fifty-nine

Between ALBERT A. BLOMQUIST (widower)

known as the Grantor

And THE SOMERSET TRUST COMPANY, a corporation of the State of New Jersey, with its principal office in the Borough of Somerville, County of Somerset, and State of New Jersey

known as the Grantee

Witnesseth, that in consideration of the sum of One dollar and other good and valuable consideration

the said Grantee does grant, sell, convey, unto the said Grantee its successors and assigns forever, all that certain tract of land and premises situate in the Township of Bridgewater in the County of Somerset and State of New Jersey.

BEGINNING at a point in the division line between lands of August Blomquist and lands now or formerly of William Lavran, distant four hundred feet (400.0') southerly measured along said division line from the southerly right-of-way line of New Jersey State Highway Route 22 (formerly Frelinghuysen Avenue); thence (1) south 1 degree 49 minutes West, along said last mentioned division line one hundred feet (100.0') to a point in the line of lands now or formerly of G. A. Fimmel; thence (2) south 85 degrees 11 minutes East, along said line of lands now or formerly of G. A. Fimmel, one hundred feet (100.0') to a point, thence (3) North 4 degrees 49 minutes East, parallel with the first course, herein described and distant one hundred feet (100.0') easterly therefrom measured at right angles thereto, one hundred feet (100.0') to a point thence (4) North 85 degrees 11 minutes West, parallel with the second course herein described and distant one hundred feet (100.0') southerly therefrom measured at right angles thereto, one hundred feet (100.0') to the place of BEGINNING.

TOGETHER with a perpetual easement fifteen feet in width through, over, under and across certain lands and premises owned by the said August Blomquist, situate, lying and being in the Township of Bridgewater, County of Somerset, State of New Jersey, which said easement is here particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of New Jersey State Highway Route 22 (formerly Frelinghuysen Avenue) where the same is intersected by the division line between lands of August Blomquist and lands now or formerly of William Lavran; thence (1) South 4

944 1st 368

degrees 49 minutes West, along said last mentioned division line, four hundred feet (400.0') to a point in the Northerly line of lands being conveyed to the Somerville Water Co. by August Blomquist; thence (2) South 85 degrees, 11 minutes East, along said line of lands being conveyed to the Somerville Water Co. by August Blomquist, fifteen feet (15.0') to a point; thence (3) North 4 degrees, 49 minutes East, parallel with the first course herein described and distant fifteen feet (15.0') Easterly therefrom measured at right angles thereto, four hundred feet (400.0') to the aforementioned Southerly right-of-way line of New Jersey State Highway Route 202; thence (4) North 85 degrees 11 minutes West, along said southerly right-of-way line of New Jersey State Highway Route 202, fifteen feet (15.0') to the Place of BEGINNING.

The same property, according to a survey made by William H. Cunningham, April, 1959 is described as follows:

Premises in Bridgewater Township, County of Somerset, New Jersey

BEGINNING at the southwesterly corner of a plot of land hereinafter mentioned and of which the herein described premises is part, owned by party of the first part August Blomquist and which fronts on the southerly side of New Jersey State Highway Route 202, said beginning point also being the southeasterly corner of a plot of land owned by George Strauss and Anna Strauss, his wife; thence (1) along the easterly line of land of the Strauss', running North 4 degrees 49 minutes East 100.00 feet to a corner; thence (2) running South 85 degrees 11 minutes East 100.00 feet to a corner; thence (3) running South 4 degrees 49 minutes West 100.00 feet to a corner, thence (4) running North 85 degrees 11 minutes West 100.00 feet to a corner and the point and place of Beginning.

Being part of a plot of land owned by August A. Blomquist, party of the first part hereto, as was conveyed to him by deed of Rose Liotta and Eugene A. Liotta, her husband, dated November 4, 1912 and recorded in the Somerset County Clerk's Office on November 17, 1912 in Deed Book 625 at page 106, etc.

GRANTING ALSO unto the Somerville Water Company, party of the second part hereto, a perpetual easement over a strip of land 15 feet in width extending southerly from the southerly right-of-way line of New Jersey State Highway Route 202 to the plot of land hereby conveyed for the purpose of ingress and egress on foot, by gasoline driven automobiles, trucks or other vehicles, and which easement is more particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of New Jersey State Highway Route 202, formerly known as Irclinghuyzen Avenue and State Highway Route 29, which beginning point is 135 feet distant measured along the said southerly right-of-way of New Jersey State Highway Route 202 on a course of North 85 degrees 11 minutes West from the point of intersection of the same with the westerly boundary line of land formerly owned by Harold L. Decker and now in the ownership of Anna Van Derveer Estate; thence (1) running South 4 degrees 49 minutes West 400 feet to a point in the northerly line of the plot of land above described and being hereby conveyed; thence (2) along the northerly line of aforesaid plot of land, running North 85 degrees 11 minutes West 15 feet to the easterly line of a plot of land owned by George Strauss and Anna Strauss, his wife; thence (3) along the easterly line of the land owned by the Strauss', running North 4 degrees, 49 minutes East 100 feet to a point in the southerly right-of-way line of New Jersey State Highway Route 202; thence (4) along the southerly right-of-way line of said State Highway Route 202, running South 85 degrees 11 minutes East 15 feet to the point and place of Beginning.

The grantor assumes no responsibility for constructing or maintaining the easement described herein.

BOOK 944 PAGE 369

Addenda to Contract between August A. Blomquist and The Somerville Water Company, a corporation of the State of New Jersey, dated

The within grant of easement does hereby give perpetually to the party of the second part, its successors and assigns, forever, the right to lay, maintain and repair a water main and appurtenances thereto, together with the right to construct, replace and operate water mains and the appurtenances thereto and services in connection therewith through, over and under said lands and premises.

TOGETHER with the right to the party of the second part, its successors and assigns, forever, of ingress and egress through, over, under and across said above described lands and premises, for doing anything necessary or useful or convenient in connection with the easement herein granted.

TOGETHER with the rights, easements, privileges, and appurtenances through, over, under and across said above described lands and premises which may be required for the full enjoyment of the rights herein granted.

To have and to hold the said easement unto the party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

It is understood and agreed that the party of the first part, his heirs, executors, administrators and assigns, or any of them, shall not in anywise erect, or construct or cause to be constructed, or erected, any building or structure of any nature whatsoever through, over, under or across the said easement herein granted which will interfere in any manner whatsoever with the full enjoyment of the rights herein granted.

The party of the second part, for it self, its successor and assigns, covenants and agrees that in exercising the rights and easement granted herein, said party of the second part shall at its own cost and expense restore the surface of the premises when the party of the second part may from time to time cause to be disturbed.

Being the same premises conveyed to August A. Blomquist by deed of John B. Blomquist, single, dated September 13, 1938, recorded August 26, 1940, in Book L 24 of deeds for Somerset County, page 80, etc., and by deed of Rose Liotta and Eugene A. Liotta, her husband, dated November 1, 1942, recorded November 17, 1942, in Book 625 of Deeds for Somerset County, page 108, etc.

Witness:

[Handwritten signature]

August A. Blomquist
August A. Blomquist, Widower

W. LOUGHELIN
COUNSELLOR AT LAW
Somerville, N. J.

944 PAGE 370

To Have and to hold said premises with the appurtenances, unto the said grantee
its successors and assigns forever

The said August A. Blomquist

Covenant:

1. That he is lawfully seized of the said land;
2. That he has the right to convey the said land to the grantee,
3. That the grantee shall have quiet possession of the said land free from all incumbrances;
4. That the grantor will execute such further assurances of the said land as may be requisite;
5. That he will warrant generally the property hereby conveyed.

In Witness Whereof, the said grantor has hereto set his hand and seal
the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

W. Eddy Heath
W. EDDY HEATH, Master of the
Superior Court of New Jersey

August A. Blomquist LS
August A. Blomquist, Widower

State of New Jersey, } ss.
County of SOMERSET

Be it Remembered, That on this 9th day of June
in the year of our Lord One Thousand Nine Hundred and Fifty-nine before me
the subscriber, A Master of the Superior Court of New Jersey

personally appeared August A. Blomquist, Widower

who, I am satisfied, is the grantor mentioned in the within Instrument, to
whom I first made known the contents thereof, and thereupon he acknowledged that
he signed, sealed and delivered the same as his voluntary act and
deed, for the uses and purposes therein expressed.

Co. } ss.
of the
per

embered, That on this day
Nineteen hundred and before me

who being by me duly sworn on his oath, says that he is the
of
the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said
corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that
the said seal was so affixed and the said Instrument signed and delivered by

who was at the date thereof the President of said corporation, in the presence of this deponent,
and said President, at the same time acknowledged that he signed, sealed and delivered the
same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by
virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed
his name to said Instrument as an attesting witness to the execution thereof

Sworn and subscribed before me
at
the date aforesaid

Exhibit B

U
M
O

18864
NOTE

RECORDED
SOMERSET COUNTY

92 JUN 02 PM 1:49

R. PETER WIGN

PREPARED BY:

GREGORY J. CEURA

EASEMENT MODIFICATION AGREEMENT

On June 9, 1959, August A. Blomquist, as Grantor, ~~now deceased~~, conveyed an easement to the Somerville Water Company, a New Jersey Corporation, (now Elizabethtown Water Co.), Grantee. This easement is recorded in Deed Book 944 at page 367 et. seq. in the County Clerk's office in Somerset County, New Jersey. Grantor and Grantee herein now desire to revise the easement terms.

NOW, THEREFORE, in consideration of ~~ONE (\$1.00)~~ ^{FIVE HUNDRED (\$500.00) F.B.} AND 00/100 DOLLAR it is agreed that the above described Deed is hereby amended to read as follows for all purposes:

COUNTY OF SOMERSET
COMMUNAL LANDS
RECORDS SECTION
DATE 6-22-24 BY 62

The Grantor herein does hereby give perpetually to the Grantee, its successors, servants, agents, tenants and assigns, forever, the right to lay, maintain and repair a water main and appurtenances thereto, telephone, electric lines and other public utilities together with the right to construct, replace and operate the said water mains, appurtenances and other public utilities including but not limited to telephone and electric and all such related services in connection therewith through, over and under said lands and premises as set forth in the aforesaid Deed of June 9, 1959.

Together with the right of the party of the second part, its successors, servants, agents, tenants and assigns, forever, of ingress and egress, through, over, under and

RECORDED IN DEED

18616493

1034

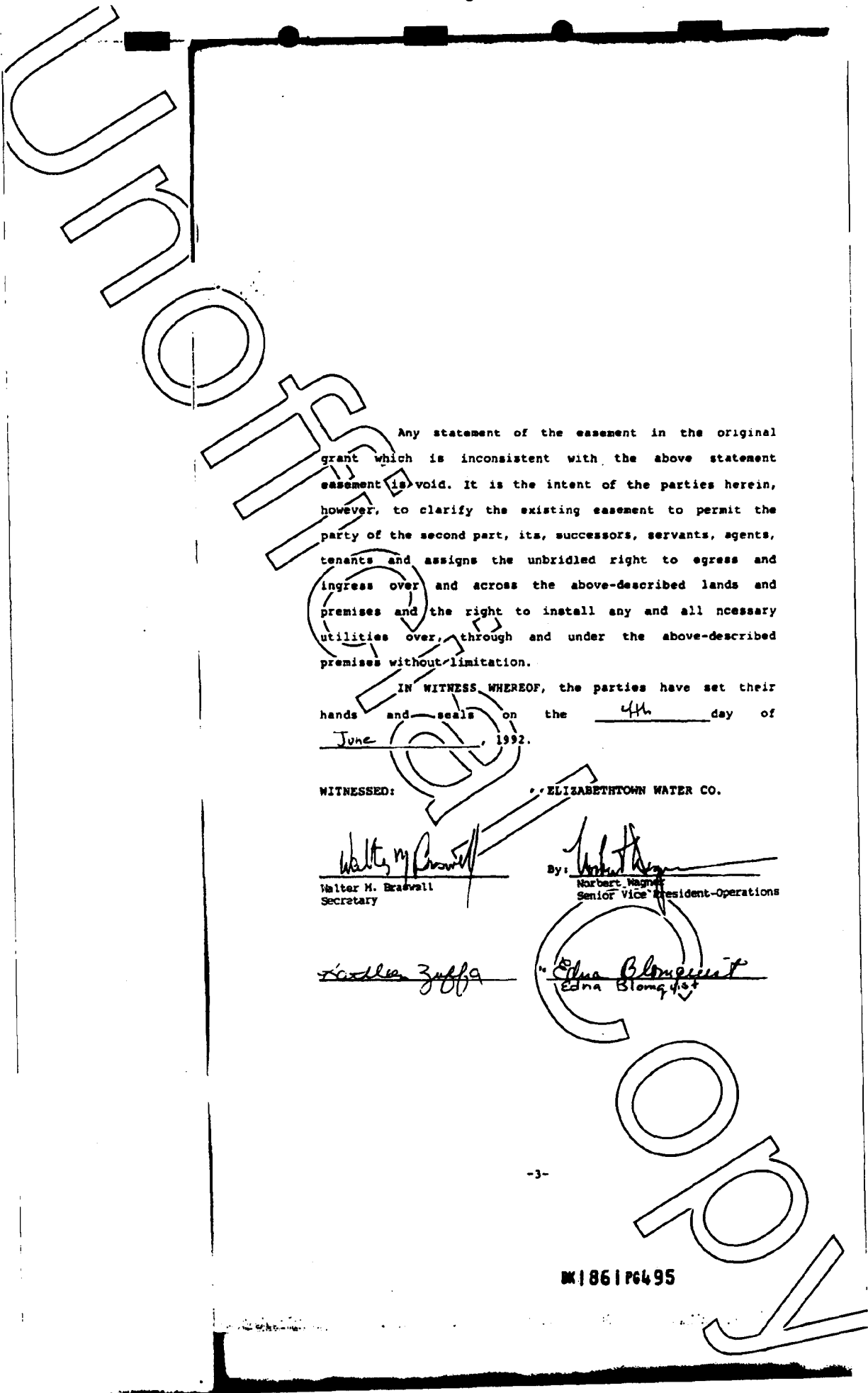
across said above described lands and premises for doing anything necessary or useful or convenient in connection with the easement herein granted.

Together with the rights, easements, privileges and appurtenances through, over, under and across said above described lands and premises which may be required for the full enjoyment of the rights herein granted.

To have and to hold the said easement unto the party of the second part, its successors, servants, agents, tenants and assigns to the only proper use, benefit and behoof of the said party of the second part, its successors, servants, agents, tenants and assigns.

It is understood and agreed that the party of the first part, his heirs, executors, administrators and assigns, or any of them, shall not in any wise erect, or construct or cause to be constructed or erected, any building or structure of any nature whatsoever through, over, under or across the said easement herein granted which will interfere in any manner whatsoever with the full enjoyment of the rights herein granted.

The party of the second part, for itself, its successors, servants, agents, tenants and assigns, covenants and agrees that in exercising the rights and easement granted herein, said party of the second part shall at its own cost and expense restore the surface of the premises which the party of the second part may from time to time cause to be disturbed.



Any statement of the easement in the original grant which is inconsistent with the above statement easement is void. It is the intent of the parties herein, however, to clarify the existing easement to permit the party of the second part, its, successors, servants, agents, tenants and assigns the unbridled right to egress and ingress over and across the above-described lands and premises and the right to install any and all necessary utilities over, through and under the above-described premises without limitation.

IN WITNESS WHEREOF, the parties have set their hands and seals on the 4th day of June, 1992.

WITNESSED:

ELIZABETHTOWN WATER CO.

Walter M. Bradwell
Walter M. Bradwell
Secretary

By: Norbert Wagner
Norbert Wagner
Senior Vice President-Operations

Edna Blomquist

Edna Blomquist
Edna Blomquist

UNRECORDED

STATE OF New Jersey)
) ss.:
COUNTY OF Union)

BE IT REMEMBERED, that on this 8th day of June, 1992, before me, the subscriber, Brenda H. Willis personally appeared Norbart Wagner, who I am satisfied is the person named in and who executed the within Instrument and thereupon acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed. \$500.00

Brenda H. Willis
BRENDA H. WILLIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 22, 1994

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

BE IT REMEMBERED, that on this 4th day of June, 1992, before me, the subscriber, Deborah A. Libonatti personally appeared Edna Blomqvist, who I am satisfied is the person named in and who executed the within Instrument and thereupon acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

18864

Deborah A. Libonatti
DEBORAH A. LIBONATTI
A Notary Public of New Jersey
My Commission Expires April 29, 1993

Burgandy J. Cigna
1141 Greenwood Lake Tpk
Longwood, NJ 07456

86/86/PG496

END OF DOCUMENT

6-22-92 2400clgt

18864

Exhibit C



James M. Graziano
jgraziano@archerlaw.com
856-354-3090 Direct
856-795-0574 Direct Fax

Archer & Greiner, P.C.
1025 Laurel Oak Road
Voorhees, NJ 08043
856-795-2121 Main
856-795-0574 Fax
www.archerlaw.com

April 25, 2024

VIA FEDERAL EXPRESS

Mr. Steven J. Scagliotta
Joseph Scagliotta & Sons, LLC
7 Sweet Briar Court
Mullica Hill, NJ 08062

Re: Entry to Private Gravel Access Drive at 719 US Route 202, Bridgewater, New Jersey 08807

Dear Mr. Scagliotta:

I am writing regarding a recent letter forwarded to me by Ms. Julianna Lindner which expressed her safety concerns related to her home located at 719 US Highway 202 in Bridgewater, NJ (the "Property"). As you are aware, New Jersey American Water ("NJAW"), through various channels, has been discussing access issues regarding the gravel drive at the Property for the past several months, including safety measures to protect the residents at the Property. Despite our inability to move negotiations about the easement over the gravel driveway forward due to your refusal to engage in meaningful discussions, NJAW would like to move the safety measures forward.

I will not re-hash the discussions regarding the legal issues related to the use of the gravel driveway, as we have addressed that in several pieces of correspondence as well during in person meetings. In short, NJAW needs access to its landlocked property and the gravel driveway, which has been used for over sixty (60) years, currently provides the only access to that landlocked property.

As I told you at our first meeting, NJAW would like to address all of your concerns and reach a resolution regarding access over the gravel driveway and safety regarding its use. Our hope was to tie everything up in one, governing document to address your concern regarding value and Ms. Lindner's concerns regarding safety. As is stated in my prior letter, NJAW has gone above and beyond in trying to resolve these issues, but has not gotten meaningful responses from you or any specific counteroffer. NJAW has provided significant information related to value (including an appraisal) as well as offered to provide specific information that would address any other questions. Despite that, you have refused to (1) identify what additional, specific information you need to address value and (2) refused to provide a counteroffer to

Mr. Steven J. Scagliotta
April 25, 2024
Page 2

NJAW's offer.¹ As a result of all of this, as I indicated to you in my recent letter sent to you (attached hereto as Exhibit "1" for your convenience), NJAW intends to pursue eminent domain to secure its access over the gravel driveway to its landlocked property.

That process will not happen overnight though, and NJAW wishes to address Ms. Lindner's safety concerns most recently expressed in her letter dated April 8, 2024. We discussed potential safety measures at my initial meeting with you and Ms. Lindner, but have not heard any response from you regarding what you believe would be sufficient to protect your tenants' interests. Therefore, NJAW proposes the following to be accomplished in the short-term, while the parties move forward with eminent domain proceedings. NJAW will install, at its expense, two sets of signs along the gravel driveway. One set of signs would identify a speed limit of five (5) miles per hours on the gravel driveway. The second set would provide a caution and notice that children play in the area. These signs (a depiction of what the signs generally will look like is included herewith as Exhibit "2") will be placed before the house and after the garage as you drive into the Property. There will be a total of four of each sign and each will be placed in groups of two, immediately back to back so that they will be viewed whether someone is accessing the landlocked property or alighting from it, no matter from which side they are approaching.

Further, NJAW proposes installing four speed bumps on the property. They would be strategically located so as to ensure reduced speeds and protect the residents. The speed bumps also will have identifying signs. The approximate location of the speed bumps is shown by the highlights on attached Exhibit "3."

NJAW can have these safety measures installed within a few weeks and would like to coordinate with you and Ms. Lindner regarding timing and access of its contractors to install them. We look forward to hearing from you on these measures regarding the safety of your tenants on the Property.

Respectfully submitted,

/s James M. Graziano

JAMES M. GRAZIANO

JMG/mlb

cc: Juliana Lindner
Stephen R. Bishop, Esquire

¹ In anticipation of your likely response that you have requested a "form" easement, a form with significant blank terms (indeed, the essential terms) would not be useful to moving this matter forward. We have offered to discuss the specifics that eventually would be put into such a document, which would address your concerns regarding access, but you have not provided your concerns as to what should be addressed in the easement.

Exhibit 1



James M. Graziano
jgraziano@archerlaw.com
856-354-3090 Direct
856-795-0574 Direct Fax

Archer & Greiner, P.C.
1025 Laurel Oak Road
Voorhees, NJ 08043
856-795-2121 Main
856-795-0574 Fax
www.archerlaw.com

April 2, 2024

VIA EMAIL & FEDERAL EXPRESS

Mr. Steven J. Scagliotta
Joseph Scagliotta & Sons, LLC
7 Sweet Briar Court
Mullica Hill, NJ 08062

Re: Entry to Private Gravel Access Drive at 719 US Route 202, Bridgewater, New Jersey 08807

Dear Mr. Scagliotta:

Please accept this correspondence as notice that New Jersey American Water (“NJAW”) intends to move forward with formal proceedings to acquire an easement over the gravel driveway on your property. Throughout the past months, NJAW has spent significant time, effort and money trying to resolve this without resorting to litigation. In that time, NJAW has made numerous efforts to hear and consider all the issues raised by you related to access, safety and monetary compensation. Based on my observations over that time, NJAW has gone above and beyond that which is reasonably required of a potential condemnor, which is significant evidence of its desire to reach an amicable resolution of this matter. However, your refusal to address or engage in settlement discussions related to meaningful, material terms leaves NJAW with no choice but to move this matter forward.

Initial Discussions

As you are aware and as we discussed in person, I had advised NJAW to try to resolve this matter with you, rather than go forward with the court proceedings. Truthfully, such counsel was not required because, by the time I was engaged in this matter, NJAW already had been engaging with you for some time through other contacts, as it always has been NJAW’s preference to resolve this matter amicably. These efforts involved phone calls, letters and in-person meetings which were not necessarily geographically convenient for NJAW representatives. At all times, however, NJAW said “yes” to your requests to discuss the matter in whatever forum you preferred.

Earlier this year, Mr. Robert Sobol and I met with you in Princeton, a location of your choosing, for over an hour and a half to discuss NJAW’s position with regard to valuation and acquisition of access over the gravel driveway. We listened to your concerns, including your

Mr. Steven J. Scagliotta
April 2, 2024
Page 2

concerns regarding safety of residents. We made it clear that the safety of the residents would be considered and dealt with by NJAW in the short term and that a permanent, long term solution could be part of the settlement. This included various potential solutions that we wanted to ensure were acceptable to you such that, going forward, the residents were protected.

Prior to that, we also had provided you with an appraisal conducted under the Uniform Standards of Appraisal Practice which set forth an independent individual's valuation of the access rights. Given the time over which NJAW had engaged you and its appraisal-backed offer, at the conclusion of that meeting, Mr. Sobol and I informed you that to move forward, we needed an actual, concrete counteroffer. Specifically, we needed a monetary counteroffer.

Subsequent Attempts To Obtain A Counteroffer

Later, you refused to provide such a counteroffer, at times demanding additional documents and information and at others simply stating that you would not do so. Your demands included a draft form of easement. It was explained to you multiple times that a form of easement was not useful or appropriate without knowing the terms that would be put into that easement, because the easement would be specific to the terms of the settlement. We asked what information you wanted so that we could provide it to you in a useful, efficient form. We also again requested a counteroffer, which you still did not provide.

Instead, you continued to press for a document outlining settlement that could not be generated without settlement terms. You further requested additional in-person meetings. NJAW consented to another in-person meeting on your direct representation that, at that meeting, you would provide a monetary counteroffer. Indeed, it was based upon this representation that NJAW's representatives took significant time and effort to travel a distance and meet with you. Despite your explicit representation, at the meeting, you refused to give a monetary counteroffer.

Your Recent Correspondence

I also am in receipt of your recent correspondence which, among other things, quotes Scriptures and makes what can be viewed as threatening statements. Given that you have changed tack from professing to want to resolve this matter to sending such correspondence, I must counsel my client not to engage you, and certainly not in person, in further discussions until certain issues are resolved and you agree not to send such arguably threatening correspondence.

Next Steps

As I informed you in my correspondence in late January of 2024, NJAW has the right under applicable law to obtain an easement over the gravel driveway, an easement that has been in use for over 60 years. New Jersey case law makes it clear that, while a potential condemnor needs to engage in good faith negotiations, negotiations are a two-way street. *State by Comm'r of Transp. v. Carrol*, 123 N.J. 308, 318-19 (1991). It takes two to negotiate. *Borough of Merchatnville v. Malik & Sons*, 429 N.J. Super. 416, 432 (App. Div. 2013) ("Just as the borough

Mr. Steven J. Scagliotta
April 2, 2024
Page 3

was statutorily obligated to negotiate in good faith, *the property owner was obligated to provide a meaningful response to warrant further dialogue.*") (emphasis added).

Here, your refusal to engage in discussions on material terms to try to move this forward means that NJAW cannot engage in negotiations despite that it has attempted to and continues to want to. Therefore, NJAW will be moving forward to acquire an easement over the gravel driveway and protect its access to its land-locked property.

To be clear, NJAW continues to want to resolve this matter amicably and protect the interests of all parties. Even though NJAW is pursuing its legal remedies, that avenue remains open and NJAW hopes that you will cease your threatening communications and actually engage in discussions to resolve this matter. If you agree to tone down your rhetoric and cease threatening communications and if you desire to engage in discussions on the actual value and terms of the easement, NJAW, remains open to such discussions. In the meantime, we will begin moving forward with our legal rights to acquire the easement.

Respectfully submitted,

/s James M. Graziano

JAMES M. GRAZIANO

JMG/mlb

cc: Stephen R. Bishop, Esquire
Robert P. Sobol, President & CEO

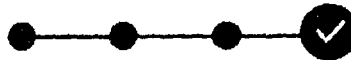
228680939 v1

Graziano, James M.

From: TrackingUpdates@fedex.com
Sent: Friday, April 5, 2024 12:00 PM
To: Buckingham, Mary Lou
Subject: [EXT MAIL] FedEx Shipment 775818627287: Your package has been delivered
Attachments: DeliveryPicture.jpeg



Hi. Your package was
delivered Fri, 04/05/2024 at
11:52am.



Delivered to 7 SWEET BRIAR CT, MULLICA HILL, NJ 08062

OBTAIN PROOF OF DELIVERY



Delivery picture not showing? [View in browser.](#)

How was your delivery ?



| | |
|--------------------------|---|
| TRACKING NUMBER | <u>775818627287</u> |
| FROM | Archer Greiner 1025 Laurel Oak Road VOORHEES, NJ, US, 08043 |
| TO | Joseph Scagliotta & Sons, LLC Mr. Steven J. Scagliotta 7 Sweet Briar Court MULLICA HILL, NJ, US, 08062 |
| REFERENCE | NEW 248 075 |
| SHIPPER REFERENCE | NEW 248 075 |
| SHIP DATE | Thu 4/04/2024 05:47 PM |
| DELIVERED TO | Residence |
| PACKAGING TYPE | FedEx Envelope |
| ORIGIN | VOORHEES, NJ, US, 08043 |
| DESTINATION | MULLICA HILL, NJ, US, 08062 |

SPECIAL HANDLING Deliver Weekday
Residential Delivery
No Signature Required

NUMBER OF PIECES 1

TOTAL SHIPMENT WEIGHT 0.50 LB

SERVICE TYPE FedEx Priority Overnight

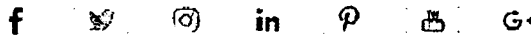


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Enroll for free and get more visibility and control for your deliveries from start to finish. And if you need to make a return, our network of 10,000+ locations makes drop off easy.

ENROLL NOW

FOLLOW FEDEX



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Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see

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Thank you for your business.

Exhibit 2

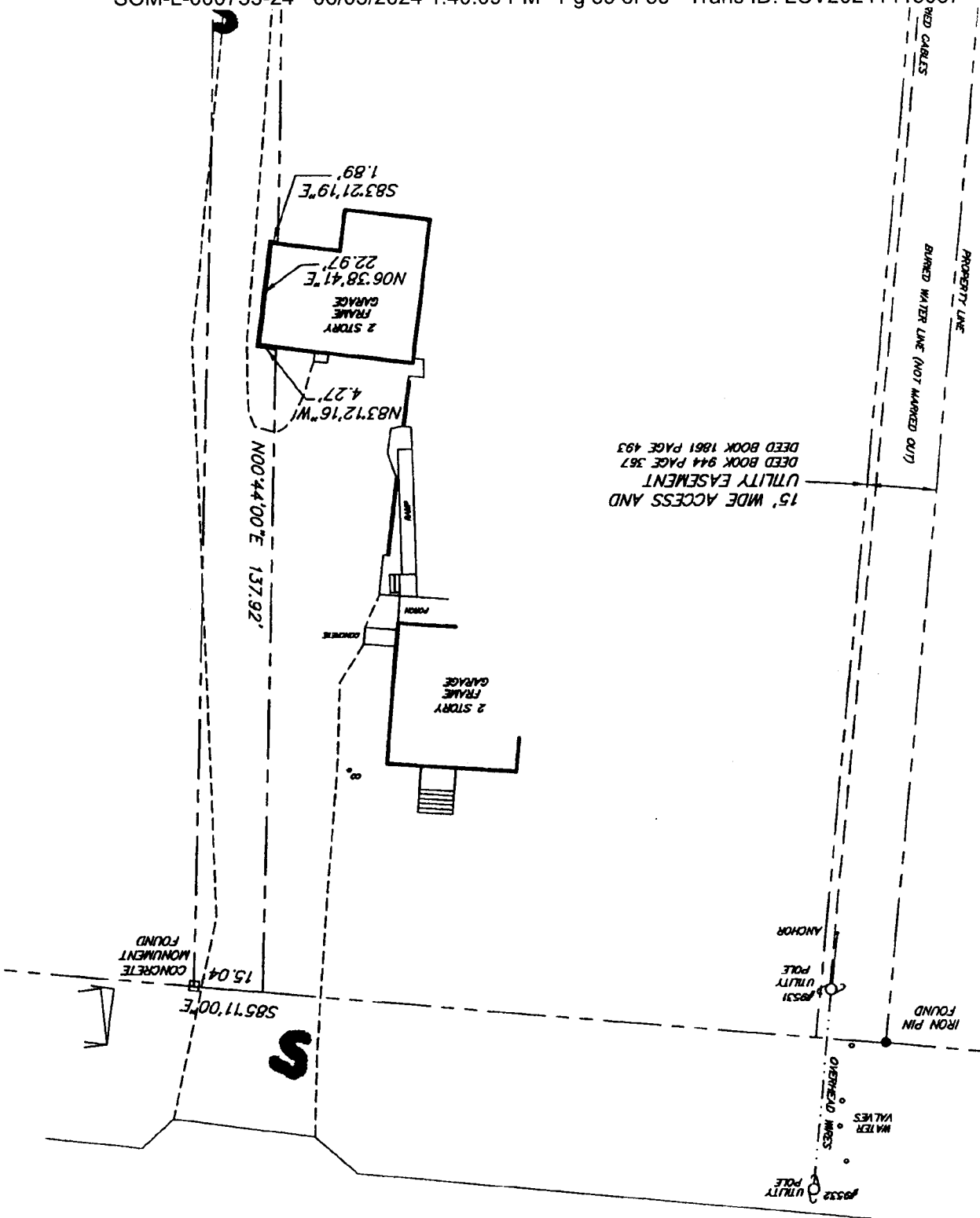


719 Rt 202 Bridgewater

four (4) 24" x 18" Speed Limit signs
and
four (4) 24" x 18" Caution signs
each installed back-to-back on
channel posts



Exhibit 3



NEW JERSEY STATE HIGHWAY ROUTE 202

EXHIBIT P-6

ARCHER & GREINER, P.C.

1025 Laurel Oak Road

Voorhees, New Jersey 08043

Tel. (856) 795-2121

Fax (856) 795-0574

Attorneys for Plaintiff, New Jersey American Water

By: JAMES M. GRAZIANO, ESQUIRE (Attorney I.D. No. 025041999)

NEW JERSEY AMERICAN WATER,

Plaintiff,

vs.

JOSEPH SCAGLIOTTA & SONS, LLC,
STEVEN J. SCAGLIOTTA and
MICHELE SCAGLIOTTA

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
SOMERSET COUNTY

DOCKET NO.:

Civil Action

**CERTIFICATION OF ROBERT P.
SOBOL**

Robert P Sobol, of full age, hereby certifies as follows:

1. I am the President and Chief Executive Officer of RPS Consulting Group, LLC. RPS offer commercial real estate services, green energy design and sustainability planning and environmental compliance to corporate clients, government, higher education and health care networks.
2. As part of my day-to-day duties, I identify real estate acquisition opportunities and negotiate real estate acquisition on behalf of my clients.
3. For nearly two years, New Jersey American Water ("NJAW") has been a customer of mine related to NJAW's acquisition of real estate interests to further NJAW's operations as a public utility providing water services to the public.
4. In and about July of 2023, NJAW contacted me regarding a property it owns in Bridgewater Township identified as Block 163, Lot 6.01 on the tax rolls of Bridgewater Township (the "Tank Property").

5. The Tank Property is completely landlocked, with no immediate access via local, county or state roadways.

6. The Tank Property has access to State Highway 202 over a property owned by Defendants, which is located at 719 State Highway 202 and is designated as Block 163, Lot 6 on the tax rolls of Bridgewater Township (the "Access Property").

7. Apparently, Defendants, the current owners of the Access Property, received a report from a tenant that a vehicle recently had driven over the Driveway Access in what the tenant deemed was an unsafe manner.

8. Defendants, through Mr. Steven Scagliotta, informed NJAW that Defendants believed that NJAW and its licensees had no right to traverse the Driveway Access, demanding certain restrictions (such as driving at 3mph or less and using high beams) when using the Driveway Access and payment of approximately \$3,400 per month for use of the Driveway Access.

9. NJAW reached out to me to engage in negotiations with Defendants to attempt to arrive at a temporary and permanent solution allowing NJAW and its licensees to access the Tank Property as they have been doing for sixty-plus (60+) years, i.e., over the Driveway Access.

10. I proceeded to contact Mr. Scagliotta who at all times represented that he had the authority to speak on behalf of all of the Defendants.

11. Over the ensuing months I had a number of conversations by telephone, texts and in person with Mr. Scagliotta to discuss a potential amicable resolution to this matter that would allow NJAW and its licensees to continue to access the Tank Property over the Driveway Access.

12. Mr. Scagliotta and I discussed a number of options and issues over this time period related to short-term lease payments until the parties could arrive at a permanent solution

as well as a compensation for a permanent easement to allow NJAW continued access over the Driveway Access. At one point, Mr. Scagliotta demanded \$155,000 for NJAW's acquisition of a permanent easement over the Driveway Access, and indicated that he wanted to impose certain conditions regarding the use of the Driveway Access.

13. NJAW did not believe that Mr. Scagliotta's demand was reflective of market value and engaged an appraiser to perform a valuation of an easement over the Driveway Access. The appraised amount was \$55,000. NJAW provided the appraisal to Mr. Scagliotta and informed him that it would be willing to discuss paying more than the appraised amount to resolve this matter.

14. Around this time, NJAW also engaged an attorney to provide an offer letter to Defendants. This letter set forth NJAW's understanding of the history of the properties, the history of access, engineering analysis regarding what is referred to in the Verified Complaint in this matter as the Unpassable Easement, an explanation of NJAW's understanding of the law related to its rights to acquire a permanent easement over the Driveway Access and a formal offer of compensation.

15. In response to this letter, Mr. Scagliotta requested an in-person meeting with representatives of NJAW.

16. An attorney for NJAW and I met with Mr. and Mrs. Scagliotta in his hotel suite at the Hyatt Regency – Princeton in Princeton, New Jersey. Also present was the tenant who resides in the single-family home on the Access Property, Ms. Julianna Lindner.

17. Mr. Scagliotta spent approximately two hours (1) explaining his understanding of the history of transactions between prior owners of the Access Property and the Tank Property, (2) recounting his understanding of offers NJAW had made to resolve the issues associated with

access, (3) claiming that the appraisal had a number of significant flaws, (4) stating that he had concerns about the safety of his tenants, especially since Ms. Lindner's five-year-old daughter resides with her and plays near and on the Driveway Access and (5) explaining the time he has spent researching various statutes and documents relating to easement access of private property and indicating that he should receive compensation for his time.

18. As to the appraisal, Mr. Scagliotta only revealed one of his asserted flaws, claiming that the value was incorrect because the appraisal did not recognize the existence of the apartment above the garage located behind the single-family home. Mr. Scagliotta refused to identify any of the other flaws that he claimed were present.

19. Mr. Scagliotta also brought his tenant, Ms. Julianna Linder, to the meeting to discuss her safety concerns.

20. At the conclusion of that meeting, it was made clear to Mr. Scagliotta that, for the matter to move forward, NJAW would require a counteroffer.

21. Not long after that, I spoke with Mr. Scagliotta and provided, among other information, a response to his claim related to the apartment and the appraisal and a reiteration of the fact that NJAW needed a concrete counteroffer to continue negotiations. I also asked him about his claims that there were additional flaws in the appraisal. Mr. Scagliotta refused to provide a counteroffer or any explanation of what he believed to be the flaws in the NJAW appraisal. I told Mr. Scagliotta that he is welcome to provide another appraisal at his expense. Instead, Mr. Scagliotta demanded another in-person meeting with NJAW.

22. Having found the prior meeting to have been of little utility and confronted with Mr. Scagliotta's refusal to commit to discussing value, NJAW declined the meeting unless Mr. Scagliotta provided a counteroffer in advance of any further meetings. Mr. Scagliotta refused.

23. Eventually, in and around March of, 2024, Mr. Scagliotta informed me that, if NJAW would agree to an in-person meeting, he would provide a counteroffer at that meeting.

24. On March 8, 2024, I again met with Mr. and Mrs. Scagliotta at the Hyatt Regency - Princeton. This meeting proceeded in much the same way as the previous Princeton meeting in that Mr. Scagliotta spent the bulk of the time talking about matters that were not directed at resolving the issues at hand. Further, despite his explicit representations to me, Mr. Scagliotta refused to provide a counteroffer to NJAW's offer to acquire a formal easement over the Driveway Access.

25. Since that time, Mr. Scagliotta has refused to provide a counteroffer and has, at various times, threatened to bar access of NJAW and its licensees from using the Driveway Access and demanded further, in-person meetings.

26. In April of 2024, NJAW authorized me to investigate the installation of certain safety measures at the Access Property and, specifically on the Driveway Access, to address Defendants' stated concerns regarding the safety of their tenants.

27. I discussed potential safety measures with several vendors and contractors regarding installation of signage and speed bumps. Eventually, NJAW approved the installation of speed limit signs and signs identifying the presence of children playing in the area as well as the installation of speed bumps, all at NJAW's sole cost and expense.

28. On or about April 2, 2024, NJAW's legal counsel forwarded a letter to Mr. Scagliotta which stated that, in light of his refusal to negotiate NJAW would have to pursue eminent domain. (A copy of that letter is attached as Exhibit "A"). On or about April 25, 2024, NJAW forwarded another letter indicating that, despite the need to move forward with eminent domain, NJAW still wished to address the safety concerns of Defendants and their tenants and

again offered to install the signs and speed bumps at NJAW's sole cost and expense. (A copy of that letter is attached as Exhibit "B").

29. Mr. Scagliotta rejected the proposal but did not provide any alternatives that he claimed would be acceptable to Defendants.

30. NJAW authorized me to offer to meet Mr. Scagliotta at the Access Property with an engineer from NJAW to discuss safety measures that he would find acceptable. Initially, Mr. Scagliotta declined, instead demanding that specific outside counsel attend on behalf of NJAW. After NJAW explained why an engineer and I were the individuals best-situated to engage in a discussion on safety measures, Mr. Scagliotta indicated that he would meet with me and a NJAW engineer on Friday, May 17, 2024 at the Access Property. Unfortunately, the engineer was not available that day and we offered to meet on Monday, May 20, 2024. Mr. Scagliotta refused and indicated that he would bar NJAW and its licensees from using the Driveway Access unless NJAW paid his past "invoices."

31. It is my understanding that the "invoices" are the demand for \$3,400 per month for access. Until recently, Mr. Scagliotta provided no explanation of how he had arrived at the figure of \$3,400. On Monday, May 20, 2024, Mr. Scagliotta provided what he claimed was an explanation of his invoices, though they do not total \$3,400 per month. A copy of that document is attached hereto as Exhibit "C").

32. In May of 2024, Mr. Scagliotta was present at the Access Property during a visit from one of the contractors who service the cell phone towers that are installed on the water tower on the Tank Property. Mr. Scagliotta told the contractor to vacate the premises and that no further access would be granted to contractors or NJAW personnel. Mr. Scagliotta informed me of this and I relayed the message to NJAW.

33. On Thursday, May 30, 2024, Victor Sestokas of NJAW and I meet with Mr. Scagliotta. The intended purpose of the meeting was to discuss the installation of safety measures at the property and for Mr. Scagliotta to finally providing a counteroffer.

34. While we discussed some safety concerns, Mr. Scagliotta did not wish to discuss resolutions past relocating a building on the property to expand the width of the access road.

35. Additionally, Mr. Scagliotta again refused to provide a counteroffer and stated that there would be "dire consequences" if NJAW or its licensees attempted to utilize the Driveway Access to access the Tank Property.

36. I am continuing to attempt to negotiate an amicable resolution with Mr. Scagliotta, but he has stated that he will not allow any contractors or NJAW personnel to utilize the Driveway Access unless the parties agree on a final resolution.

I hereby certify that the foregoing statements made by me are true and to the best of my knowledge and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


ROBERT P SOBOL

Dated: June 3, 2024

Exhibit A



James M. Graziano
jgraziano@archerlaw.com
856-354-3090 Direct
856-795-0574 Direct Fax

Archer & Greiner, P.C.
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Voorhees, NJ 08043
856-795-2121 Main
856-795-0574 Fax
www.archerlaw.com

April 2, 2024

VIA EMAIL & FEDERAL EXPRESS

Mr. Steven J. Scagliotta
Joseph Scagliotta & Sons, LLC
7 Sweet Briar Court
Mullica Hill, NJ 08062

Re: Entry to Private Gravel Access Drive at 719 US Route 202, Bridgewater, New Jersey 08807

Dear Mr. Scagliotta:

Please accept this correspondence as notice that New Jersey American Water (“NJAW”) intends to move forward with formal proceedings to acquire an easement over the gravel driveway on your property. Throughout the past months, NJAW has spent significant time, effort and money trying to resolve this without resorting to litigation. In that time, NJAW has made numerous efforts to hear and consider all the issues raised by you related to access, safety and monetary compensation. Based on my observations over that time, NJAW has gone above and beyond that which is reasonably required of a potential condemnor, which is significant evidence of its desire to reach an amicable resolution of this matter. However, your refusal to address or engage in settlement discussions related to meaningful, material terms leaves NJAW with no choice but to move this matter forward.

Initial Discussions

As you are aware and as we discussed in person, I had advised NJAW to try to resolve this matter with you, rather than go forward with the court proceedings. Truthfully, such counsel was not required because, by the time I was engaged in this matter, NJAW already had been engaging with you for some time through other contacts, as it always has been NJAW’s preference to resolve this matter amicably. These efforts involved phone calls, letters and in-person meetings which were not necessarily geographically convenient for NJAW representatives. At all times, however, NJAW said “yes” to your requests to discuss the matter in whatever forum you preferred.

Earlier this year, Mr. Robert Sobol and I met with you in Princeton, a location of your choosing, for over an hour and a half to discuss NJAW’s position with regard to valuation and acquisition of access over the gravel driveway. We listened to your concerns, including your

Mr. Steven J. Scagliotta
April 2, 2024
Page 2

concerns regarding safety of residents. We made it clear that the safety of the residents would be considered and dealt with by NJAW in the short term and that a permanent, long term solution could be part of the settlement. This included various potential solutions that we wanted to ensure were acceptable to you such that, going forward, the residents were protected.

Prior to that, we also had provided you with an appraisal conducted under the Uniform Standards of Appraisal Practice which set forth an independent individual's valuation of the access rights. Given the time over which NJAW had engaged you and its appraisal-backed offer, at the conclusion of that meeting, Mr. Sobol and I informed you that to move forward, we needed an actual, concrete counteroffer. Specifically, we needed a monetary counteroffer.

Subsequent Attempts To Obtain A Counteroffer

Later, you refused to provide such a counteroffer, at times demanding additional documents and information and at others simply stating that you would not do so. Your demands included a draft form of easement. It was explained to you multiple times that a form of easement was not useful or appropriate without knowing the terms that would be put into that easement, because the easement would be specific to the terms of the settlement. We asked what information you wanted so that we could provide it to you in a useful, efficient form. We also again requested a counteroffer, which you still did not provide.

Instead, you continued to press for a document outlining settlement that could not be generated without settlement terms. You further requested additional in-person meetings. NJAW consented to another in-person meeting on your direct representation that, at that meeting, you would provide a monetary counteroffer. Indeed, it was based upon this representation that NJAW's representatives took significant time and effort to travel a distance and meet with you. Despite your explicit representation, at the meeting, you refused to give a monetary counteroffer.

Your Recent Correspondence

I also am in receipt of your recent correspondence which, among other things, quotes Scriptures and makes what can be viewed as threatening statements. Given that you have changed tack from professing to want to resolve this matter to sending such correspondence, I must counsel my client not to engage you, and certainly not in person, in further discussions until certain issues are resolved and you agree not to send such arguably threatening correspondence.

Next Steps

As I informed you in my correspondence in late January of 2024, NJAW has the right under applicable law to obtain an easement over the gravel driveway, an easement that has been in use for over 60 years. New Jersey case law makes it clear that, while a potential condemnor needs to engage in good faith negotiations, negotiations are a two-way street. *State by Comm'r of Transp. v. Carrol*, 123 N.J. 308, 318-19 (1991). It takes two to negotiate. *Borough of Merchatnville v. Malik & Sons*, 429 N.J. Super. 416, 432 (App. Div. 2013) ("Just as the borough

Mr. Steven J. Scagliotta
April 2, 2024
Page 3

was statutorily obligated to negotiate in good faith, *the property owner was obligated to provide a meaningful response to warrant further dialogue.*") (emphasis added).

Here, your refusal to engage in discussions on material terms to try to move this forward means that NJAW cannot engage in negotiations despite that it has attempted to and continues to want to. Therefore, NJAW will be moving forward to acquire an easement over the gravel driveway and protect its access to its land-locked property.

To be clear, NJAW continues to want to resolve this matter amicably and protect the interests of all parties. Even though NJAW is pursuing its legal remedies, that avenue remains open and NJAW hopes that you will cease your threatening communications and actually engage in discussions to resolve this matter. If you agree to tone down your rhetoric and cease threatening communications and if you desire to engage in discussions on the actual value and terms of the easement, NJAW, remains open to such discussions. In the meantime, we will begin moving forward with our legal rights to acquire the easement.

Respectfully submitted,

/s James M. Graziano

JAMES M. GRAZIANO

JMG/mlb

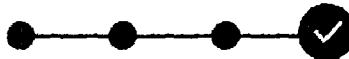
cc: Stephen R. Bishop, Esquire
Robert P. Sobol, President & CEO

228680939 v1

From: TrackingUpdates@fedex.com
Sent: Friday, April 5, 2024 12:00 PM
To: Buckingham, Mary Lou
Subject: [EXT MAIL] FedEx Shipment 775818627287: Your package has been delivered
Attachments: DeliveryPicture.jpeg

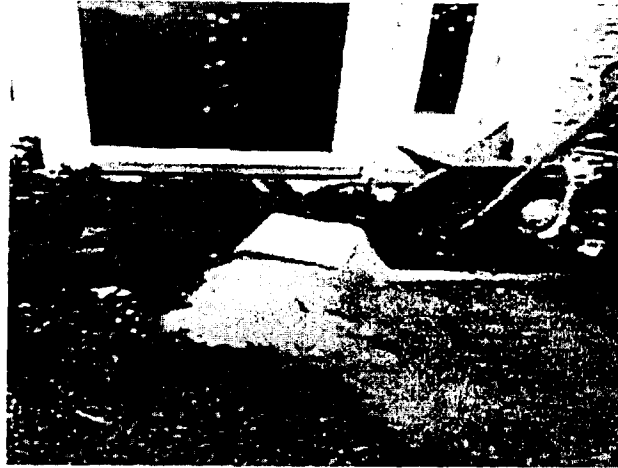


Hi. Your package was
delivered Fri, 04/05/2024 at
11:52am.



Delivered to 7 SWEET BRIAR CT, MULLICA HILL, NJ 08062

OBTAIN PROOF OF DELIVERY



Delivery picture not showing? [View in browser.](#)

How was your delivery ?



| | |
|--------------------------|---|
| TRACKING NUMBER | <u>775818627287</u> |
| FROM | Archer Greiner 1025 Laurel Oak Road VOORHEES, NJ, US, 08043 |
| TO | Joseph Scagliotta & Sons, LLC Mr. Steven J. Scagliotta 7 Sweet Briar Court MULLICA HILL, NJ, US, 08062 |
| REFERENCE | NEW 248 075 |
| SHIPPER REFERENCE | NEW 248 075 |
| SHIP DATE | Thu 4/04/2024 05:47 PM |
| DELIVERED TO | Residence |
| PACKAGING TYPE | FedEx Envelope |
| ORIGIN | VOORHEES, NJ, US, 08043 |
| DESTINATION | MULLICA HILL, NJ, US, 08062 |

SPECIAL HANDLING Deliver Weekday
Residential Delivery
No Signature Required

NUMBER OF PIECES 1

TOTAL SHIPMENT WEIGHT 0.50 LB

SERVICE TYPE FedEx Priority Overnight



FedEx Delivery Manager® puts you in control

Enroll for free and get more visibility and control for your deliveries from start to finish. And if you need to make a return, our network of 10,000+ locations makes drop off easy.

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Thank you for your business.

Exhibit B



James M. Graziano
jgraziano@archerlaw.com
856-354-3090 Direct
856-795-0574 Direct Fax

Archer & Greiner, P.C.
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Voorhees, NJ 08043
856-795-2121 Main
856-795-0574 Fax
www.archerlaw.com

April 25, 2024

VIA FEDERAL EXPRESS

Mr. Steven J. Scagliotta
Joseph Scagliotta & Sons, LLC
7 Sweet Briar Court
Mullica Hill, NJ 08062

Re: Entry to Private Gravel Access Drive at 719 US Route 202, Bridgewater, New Jersey 08807

Dear Mr. Scagliotta:

I am writing regarding a recent letter forwarded to me by Ms. Julianna Lindner which expressed her safety concerns related to her home located at 719 US Highway 202 in Bridgewater, NJ (the "Property"). As you are aware, New Jersey American Water ("NJAW"), through various channels, has been discussing access issues regarding the gravel drive at the Property for the past several months, including safety measures to protect the residents at the Property. Despite our inability to move negotiations about the easement over the gravel driveway forward due to your refusal to engage in meaningful discussions, NJAW would like to move the safety measures forward.

I will not re-hash the discussions regarding the legal issues related to the use of the gravel driveway, as we have addressed that in several pieces of correspondence as well during in person meetings. In short, NJAW needs access to its landlocked property and the gravel driveway, which has been used for over sixty (60) years, currently provides the only access to that landlocked property.

As I told you at our first meeting, NJAW would like to address all of your concerns and reach a resolution regarding access over the gravel driveway and safety regarding its use. Our hope was to tie everything up in one, governing document to address your concern regarding value and Ms. Lindner's concerns regarding safety. As is stated in my prior letter, NJAW has gone above and beyond in trying to resolve these issues, but has not gotten meaningful responses from you or any specific counteroffer. NJAW has provided significant information related to value (including an appraisal) as well as offered to provide specific information that would address any other questions. Despite that, you have refused to (1) identify what additional, specific information you need to address value and (2) refused to provide a counteroffer to

Mr. Steven J. Scagliotta
April 25, 2024
Page 2

NJAW's offer.¹ As a result of all of this, as I indicated to you in my recent letter sent to you (attached hereto as Exhibit "1" for your convenience), NJAW intends to pursue eminent domain to secure its access over the gravel driveway to its landlocked property.

That process will not happen overnight though, and NJAW wishes to address Ms. Lindner's safety concerns most recently expressed in her letter dated April 8, 2024. We discussed potential safety measures at my initial meeting with you and Ms. Lindner, but have not heard any response from you regarding what you believe would be sufficient to protect your tenants' interests. Therefore, NJAW proposes the following to be accomplished in the short-term, while the parties move forward with eminent domain proceedings. NJAW will install, at its expense, two sets of signs along the gravel driveway. One set of signs would identify a speed limit of five (5) miles per hours on the gravel driveway. The second set would provide a caution and notice that children play in the area. These signs (a depiction of what the signs generally will look like is included herewith as Exhibit "2") will be placed before the house and after the garage as you drive into the Property. There will be a total of four of each sign and each will be placed in groups of two, immediately back to back so that they will be viewed whether someone is accessing the landlocked property or alighting from it, no matter from which side they are approaching.

Further, NJAW proposes installing four speed bumps on the property. They would be strategically located so as to ensure reduced speeds and protect the residents. The speed bumps also will have identifying signs. The approximate location of the speed bumps is shown by the highlights on attached Exhibit "3."

NJAW can have these safety measures installed within a few weeks and would like to coordinate with you and Ms. Lindner regarding timing and access of its contractors to install them. We look forward to hearing from you on these measures regarding the safety of your tenants on the Property.

Respectfully submitted,

/s/ James M. Graziano

JAMES M. GRAZIANO

JMG/mlb

cc: Juliana Lindner
Stephen R. Bishop, Esquire

¹ In anticipation of your likely response that you have requested a "form" easement, a form with significant blank terms (indeed, the essential terms) would not be useful to moving this matter forward. We have offered to discuss the specifics that eventually would be put into such a document, which would address your concerns regarding access, but you have not provided your concerns as to what should be addressed in the easement.

Exhibit 1



James M. Graziano
jgraziano@archerlaw.com
856-354-3090 Direct
856-795-0574 Direct Fax

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1025 Laurel Oak Road
Voorhees, NJ 08043
856-795-2121 Main
856-795-0574 Fax
www.archerlaw.com

April 2, 2024

VIA EMAIL & FEDERAL EXPRESS

Mr. Steven J. Scagliotta
Joseph Scagliotta & Sons, LLC
7 Sweet Briar Court
Mullica Hill, NJ 08062

Re: Entry to Private Gravel Access Drive at 719 US Route 202, Bridgewater, New Jersey 08807

Dear Mr. Scagliotta:

Please accept this correspondence as notice that New Jersey American Water (“NJAW”) intends to move forward with formal proceedings to acquire an easement over the gravel driveway on your property. Throughout the past months, NJAW has spent significant time, effort and money trying to resolve this without resorting to litigation. In that time, NJAW has made numerous efforts to hear and consider all the issues raised by you related to access, safety and monetary compensation. Based on my observations over that time, NJAW has gone above and beyond that which is reasonably required of a potential condemnor, which is significant evidence of its desire to reach an amicable resolution of this matter. However, your refusal to address or engage in settlement discussions related to meaningful, material terms leaves NJAW with no choice but to move this matter forward.

Initial Discussions

As you are aware and as we discussed in person, I had advised NJAW to try to resolve this matter with you, rather than go forward with the court proceedings. Truthfully, such counsel was not required because, by the time I was engaged in this matter, NJAW already had been engaging with you for some time through other contacts, as it always has been NJAW’s preference to resolve this matter amicably. These efforts involved phone calls, letters and in-person meetings which were not necessarily geographically convenient for NJAW representatives. At all times, however, NJAW said “yes” to your requests to discuss the matter in whatever forum you preferred.

Earlier this year, Mr. Robert Sobol and I met with you in Princeton, a location of your choosing, for over an hour and a half to discuss NJAW’s position with regard to valuation and acquisition of access over the gravel driveway. We listened to your concerns, including your

Mr. Steven J. Scagliotta
April 2, 2024
Page 2

concerns regarding safety of residents. We made it clear that the safety of the residents would be considered and dealt with by NJAW in the short term and that a permanent, long term solution could be part of the settlement. This included various potential solutions that we wanted to ensure were acceptable to you such that, going forward, the residents were protected.

Prior to that, we also had provided you with an appraisal conducted under the Uniform Standards of Appraisal Practice which set forth an independent individual's valuation of the access rights. Given the time over which NJAW had engaged you and its appraisal-backed offer, at the conclusion of that meeting, Mr. Sobol and I informed you that to move forward, we needed an actual, concrete counteroffer. Specifically, we needed a monetary counteroffer.

Subsequent Attempts To Obtain A Counteroffer

Later, you refused to provide such a counteroffer, at times demanding additional documents and information and at others simply stating that you would not do so. Your demands included a draft form of easement. It was explained to you multiple times that a form of easement was not useful or appropriate without knowing the terms that would be put into that easement, because the easement would be specific to the terms of the settlement. We asked what information you wanted so that we could provide it to you in a useful, efficient form. We also again requested a counteroffer, which you still did not provide.

Instead, you continued to press for a document outlining settlement that could not be generated without settlement terms. You further requested additional in-person meetings. NJAW consented to another in-person meeting on your direct representation that, at that meeting, you would provide a monetary counteroffer. Indeed, it was based upon this representation that NJAW's representatives took significant time and effort to travel a distance and meet with you. Despite your explicit representation, at the meeting, you refused to give a monetary counteroffer.

Your Recent Correspondence

I also am in receipt of your recent correspondence which, among other things, quotes Scriptures and makes what can be viewed as threatening statements. Given that you have changed tack from professing to want to resolve this matter to sending such correspondence, I must counsel my client not to engage you, and certainly not in person, in further discussions until certain issues are resolved and you agree not to send such arguably threatening correspondence.

Next Steps

As I informed you in my correspondence in late January of 2024, NJAW has the right under applicable law to obtain an easement over the gravel driveway, an easement that has been in use for over 60 years. New Jersey case law makes it clear that, while a potential condemnor needs to engage in good faith negotiations, negotiations are a two-way street. *State by Comm'r of Transp. v. Carrol*, 123 N.J. 308, 318-19 (1991). It takes two to negotiate. *Borough of Merchatnville v. Malik & Sons*, 429 N.J. Super. 416, 432 (App. Div. 2013) (“Just as the borough

Mr. Steven J. Scagliotta
April 2, 2024
Page 3

was statutorily obligated to negotiate in good faith, *the property owner was obligated to provide a meaningful response to warrant further dialogue.*") (emphasis added).

Here, your refusal to engage in discussions on material terms to try to move this forward means that NJAW cannot engage in negotiations despite that it has attempted to and continues to want to. Therefore, NJAW will be moving forward to acquire an easement over the gravel driveway and protect its access to its land-locked property.

To be clear, NJAW continues to want to resolve this matter amicably and protect the interests of all parties. Even though NJAW is pursuing its legal remedies, that avenue remains open and NJAW hopes that you will cease your threatening communications and actually engage in discussions to resolve this matter. If you agree to tone down your rhetoric and cease threatening communications and if you desire to engage in discussions on the actual value and terms of the easement, NJAW, remains open to such discussions. In the meantime, we will begin moving forward with our legal rights to acquire the easement.

Respectfully submitted,

/s James M. Graziano

JAMES M. GRAZIANO

JMG/mlb

cc: Stephen R. Bishop, Esquire
Robert P. Sobol, President & CEO

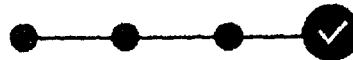
228680939 v1

Graziano, James M.

From: TrackingUpdates@fedex.com
Sent: Friday, April 5, 2024 12:00 PM
To: Buckingham, Mary Lou
Subject: [EXT MAIL] FedEx Shipment 775818627287: Your package has been delivered
Attachments: DeliveryPicture.jpeg



Hi. Your package was
delivered Fri, 04/05/2024 at
11:52am.



Delivered to 7 SWEET BRIAR CT, MULLICA HILL, NJ 08062

OBTAIN PROOF OF DELIVERY



Delivery picture not showing? [View](#) in browser.

How was your delivery ?



| | |
|--------------------------|---|
| TRACKING NUMBER | <u>775818627287</u> |
| FROM | Archer Greiner 1025 Laurel Oak Road VOORHEES, NJ, US, 08043 |
| TO | Joseph Scagliotta & Sons, LLC Mr. Steven J. Scagliotta 7 Sweet Briar Court MULLICA HILL, NJ, US, 08062 |
| REFERENCE | NEW 248 075 |
| SHIPPER REFERENCE | NEW 248 075 |
| SHIP DATE | Thu 4/04/2024 05:47 PM |
| DELIVERED TO | Residence |
| PACKAGING TYPE | FedEx Envelope |
| ORIGIN | VOORHEES, NJ, US, 08043 |
| DESTINATION | MULLICA HILL, NJ, US, 08062 |

SPECIAL HANDLING Deliver Weekday
Residential Delivery
No Signature Required

NUMBER OF PIECES 1

TOTAL SHIPMENT WEIGHT 0.50 LB

SERVICE TYPE FedEx Priority Overnight



FedEx Delivery Manager® puts you in control

Enroll for free and get more visibility and control for your deliveries from start to finish. And if you need to make a return, our network of 10,000+ locations makes drop off easy.

ENROLL NOW

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the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.

Exhibit 2



719 Rt 202 Bridgewater

four (4) 24" x 18" Speed Limit signs
and
four (4) 24" x 18" Caution signs
each installed back-to-back on
channel posts



Exhibit 3

NEW JERSEY STATE HIGHWAY ROUTE 202

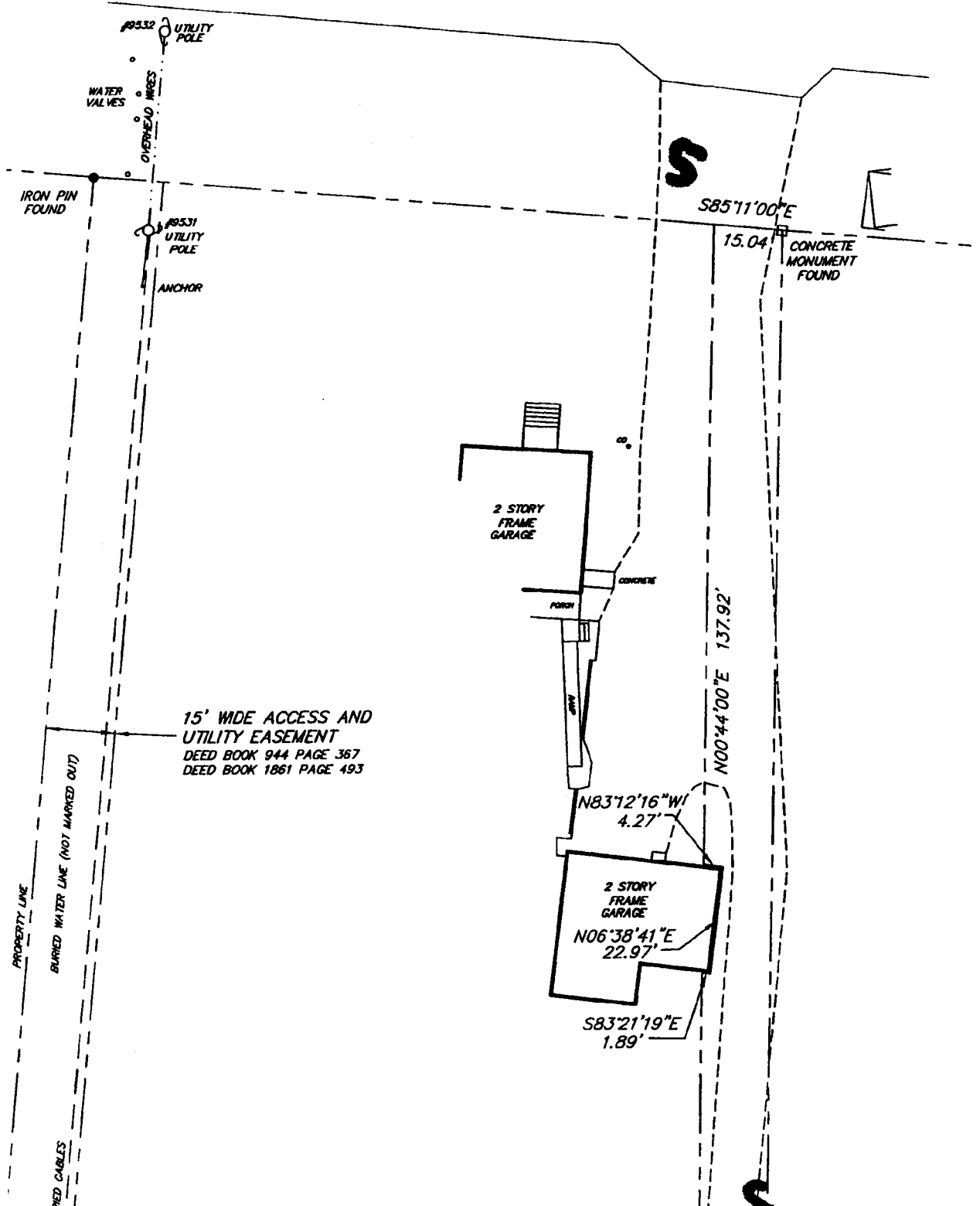
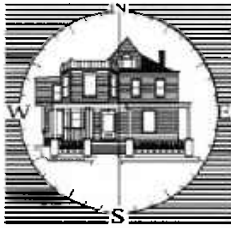


Exhibit C

Table Twelve D ... Preliminary Data Set: Objective Evidence For Monthly Just Compensation

| Item | Short Description | Amount (US Dollars) | Multiplier Per Month | Sub Totals (US Dollars) | Notes |
|--------|---|---------------------|----------------------|-------------------------|--|
| A | Property Taxes: NJAW share of Property Taxes. | 57 | 1 | 57.01 | Ten (10) Percent of 6,275 US Dollars (for Tax Year 2023) plus Eight (8) Percent Escalation for Tax Year 2024. |
| B | Revenue Sharing With NJAW: NJAW generates A Constant Monthly Revenue Stream by renting / leasing "Land Areas"; Building Spaces; and Water Tower Structural Spaces to Eight (8) Companies to include Telecommunication Firms / Cell Phone Service Providers / Cell Tower Leasing Entities / Other Companies. | 600 | 8 | 4,800 | Please see Addendum Number Eighteen: Per Survey, Existing Companies include: Verizon Wireless; A T & T; Sprint; Omnipoint; and Telco Demarc. For New Cell Tower Structure, Companies include: CX Tower Leasing, LLC; Dish Wireless, LLC; and T-Mobile Northeast, LLC. Estimate: Each Company above pays About 4,000 US Dollars per month to NJAW which includes land / equipment space lease costs and use of Private Gravel Access Drive. This does NOT include Parking and does NOT include "A Lay Down Area" for Materials. Property Owners are entitled to between Ten (10) Percent and Twenty (20) Percent of Said Monthly Revenue Stream. Use Fifteen (15) Percent to be fair to ALL Parties. |
| C | Regular Insurance Cost: NJAW's share of Normal Insurance Costs. | 48 | 1 | 48 | Insurance provided by State Farm. |
| D | Snow Plowing And Pot Hole Repair: Snow Plowing And Pot Hole Repair Services for Private Gravel Access Drive. | 564 | 1 | 564 | Tasks to be performed by Maintenance Man. This includes Snow Plowing as needed and Pot Hole Repair once per month. |
| E | Trash Removal: Visit Site twice a month and pickup trash and cleanup debris created / left by NJAW and their Contractors and properly dispose of Said Items. | 130 | 2 | 260 | Tasks to be performed by Maintenance Man. |
| F | Extra Liability Insurance: Normal Liability Insurance on Rental Property is One (1) Million US Dollars. Due to Inappropriate Actions by NJAW and their Contractors, Property Owner(s) have increased Liability Insurance on Property to Five (5) Million US Dollars. | 21 | 1 | 21 | Insurance provided by State Farm. |
| G | Other Supplemental Items: Other Items as suggested by Consultants in Chicago. To Be Determined (TBD). | 888 | 1 | 888 | Working with Consultant(s) in Chicago to finalize decision on Supplemental Items. |
| H | Project Management / Administration Fees: Twenty (20) Percent of the above Amounts for management / oversight / billing / accounts payable / accounts receivable / documentation for Normal Course of Business Work Activities and to ensure that NJAW and their Contractors follow the "Rules". | 664 | 1 | 664 | Tasks to be performed by Management Company. |
| Totals | Sum From Above | NA | NA | 7,302.01 | NA |

EXHIBIT P-7



STIRES ASSOCIATES, P.A.

PROFESSIONAL ENGINEERS AND SURVEYORS
ENVIRONMENTAL CONSULTANTS
43 W. HIGH STREET SOMERVILLE, N.J. 08876
Ph. (908) 725-0230 Fax (908) 707-0831
www.stiresassociates.com

CRAIG W. STIRES, PRESIDENT
P.E. - N.J., P.A., MA.
RICHARD C. MATHEWS, VICE PRESIDENT
P.L.S. - N.J., P.A.
DONALD H. STIRES - FOUNDER

January 10, 2024

New Jersey American Water Company
120 Raider Boulevard
Hillsborough, NJ 08844

Attn.: Victor K Sestokas, PE, PP
Senior Project Engineer

Re: Site Access Investigation
Lot 6 & Lot 6.01, Block 163
Township of Bridgewater

Introduction:

On January 3, 2024 a site visit was conducted to investigate the existing and potential access points to Lot 6.01 over Lot 6 in the Township of Bridgewater. In addition to access, the sites were reviewed for alternate routes and associated grading that may be required for the access to Lot 6.01. After discussing the access driveway and the potential routes with Rich Mathews, the below discoveries were found regarding the access driveway, potential relocation location for the access drive and other features about the lots.

Observations:

There is an existing single-family residence along with a detached two-story garage located towards the front of Lot 6. The existing driveway which serves both Lot 6 and physical access to Lot 6.01 is located along the easterly property line of Lot 6. The driveway for Lot 6 connects directly to the detached garage while the driveway for access to Lot 6.01 is immediately east of the garage and continues south to Lot 6.01. This driveway has been in use since the water tank was constructed on Lot 6.01.

According to a deed from August A. Blomquist to the Somerville Water Company as recorded in Deed Book 944, Page 367, the location of the Access and Utility Easement to Lot 6.01 is described to be a 15' wide strip of land along the westerly property line of Lot 6 from Route 202 to the northern boundary of Lot 6.01. An Easement Modification Agreement was later recorded in Deed Book 1861, Page 493 to include "its successors, servants, agents, tenants, and assigns forever...", which would allow other utilities to utilize the easement and ultimately give rights to the Wireless Services which are currently connected to the water tank.

The problem that exists is that the physical location of the access to Lot 6.01 which is on the east side of Lot 6 is not located within the described easement area which is along the westerly side of Lot 6. Examination of historic aerial photographs back to 1963 through the present show that there is no evidence of an access drive within the described easement area and the access has always been in its present location. In my opinion, this should be enough evidence to claim the existing access drive could be an easement by prescription as the use has always been there.

Alternatives:

If the access was to be placed within the existing easement along the west property line, the existing utilities within this easement would have to be relocated and possibly lowered to allow for the construction of a new driveway. Currently there are three (3) utility poles and anchors, underground cables for electric and communication, three (3) water valves and subsequent piping that will need to be

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relocated both horizontally and vertically. There is also a slight slope which would have to be cut along the right of way of Route 202 and a new driveway access permit with an application fee of \$1500 would need to be submitted, reviewed and approved by the NJDOT. It would be expected that the NJDOT may not approve the access point as it would be a second access onto Lot 6 and also be too close to the existing driveway located on 5.02.

A second option would be the construction of a new driveway which would be located on Lot 1 to the east of Lot 6 and extend this driveway from Route 202, along the westerly side of Lot 1 and around Lot 6, however there is a High Voltage concrete vault adjacent to the right of way of Route 202. There are also many trees in this area and a steep slope in the rear where access into Lot 6.01 would be located. Negotiations with the owner of Lot 1, Fisher Scientific, would also have to be completed.

A third option would be to utilize the existing driveway located on the Fisher Scientific property and access Lot 6.01 from the loading dock area of Fisher Scientific, however the grade differential is significant between the loading dock area and Lot 6.01 (30').

Finally, the option of purchasing Lot 6 by New Jersey American Water (NJAW) in its entirety. This would allow the necessary modifications to the access of the assets located on Lot 6.01 in an appropriate manner. Once the access is resolved, NJAW could ultimately sell the property to a potential developer or landowner to develop Lot 6 with the access points clearly defined going forward.

In conclusion, any of the options will require significant cost, design and approval and if at all possible, the most cost-effective access to Lot 6.01 would be to maintain the existing driveway access or to pursue the right by prescription which cannot be guaranteed. Last, the most effective with regards to control would be to purchase property, correct the access and then sell the property for development.

Please feel free to contact our office with any questions or comments.

Very truly yours,
Stires Associates, P.A.

Craig W. Stires

Craig W. Stires, P.E.
President

CWS/rmm

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Site Photos:



Picture 1: Concrete Slab located on Lot 1 along Route 202.

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Picture 2: Existing Driveway entrance
onto Lot 6 looking North toward Route
202

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Picture 3: Existing driveway entrance onto Lot 6 looking Northwest toward Route 202

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Picture 4: Location of current 15' Access Easement looking west along Route 202

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Picture 5: View looking west along Route 202 from existing driveway onto Lot 6

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Picture 6: Looking west along Route 202
from existing driveway onto Lot 6

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Picture 7: Location of water valve at current 15' Access Easement looking west along Route 202

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Picture 8: Looking south through Lot 6 at assets located on Lot 6.01

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Picture 9: Looking East at existing driveway onto Lot 6

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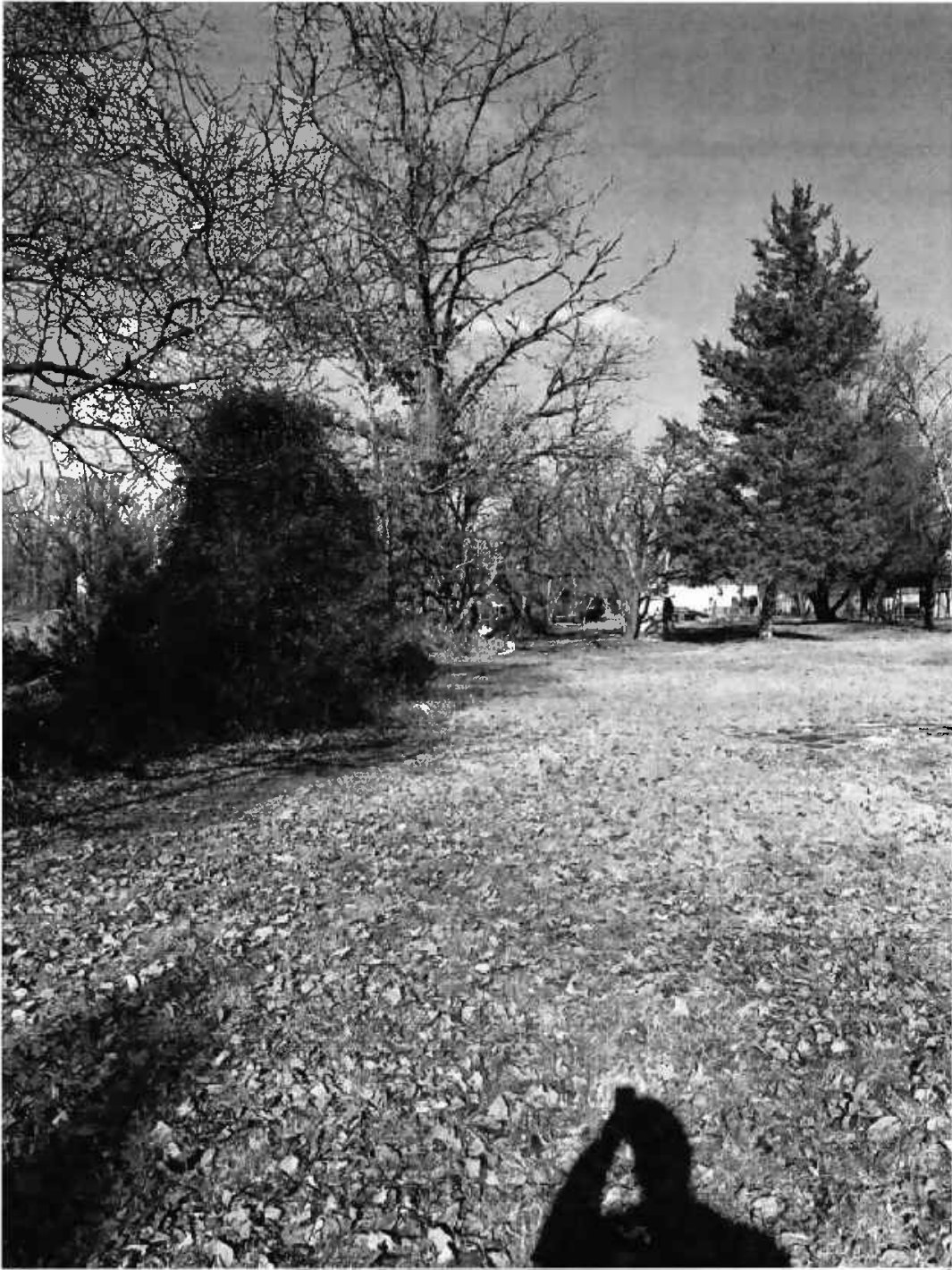
Picture 10: Looking at water valve within existing 15' wide access easement on Lot 6

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Picture 11: Looking south from Lot 6.01
towards loading dock area on Fisher
Scientific property.

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Picture 12: Looking north from Lot 6.01 onto Lot 6

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Please feel free to contact our office with any questions or comments.

Very truly yours,
Stires Associates, P.A.

Robert N. Marron

Robert N. Marron, E.I.T.
Senior Engineer

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