

EASEMENT AGREEMENT

CONCERNING INGRESS AND EGRESS TO THE ATLANTIC CITY LIBRARY THROUGH THE COUNTY ATRIUM, MAINTENANCE OF THE COUNTY ATRIUM ROOF UPON PART OF THE CITY LIBRARY, AND MAINTENANCE & COST-SHARING OF SHARED UTILITIES LOCATED AT PROPERTIES DESIGNATED AS BLOCK 295, LOTS 4.01 AND 4.02, IN THE CITY OF ATLANTIC CITY, NEW JERSEY

THIS EASEMENT ARGREEMENT is made on this _____ day of _____, 2026, by and between the **COUNTY OF ATLANTIC**, a body corporate and politic of the State of New Jersey, with principal offices at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 (hereinafter referred to as the "County"), and the **CITY OF ATLANTIC CITY**, a body corporate and politic of the State of New Jersey, with principal offices at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 (hereinafter referred to as the "City"). The County and City shall be referred to as the "Parties."

BACKGROUND

WHEREAS, the Atlantic County Improvement Authority ("ACIA"), prior owner of the real property located in the City of Atlantic City which is designated as Lot 4 in Block 295, recorded a minor subdivision deed dated _____, 2026, recorded on _____, 2026 in the Atlantic County Clerk's Office as Instrument No. _____, which subdivided Lot 4 into Lots 4.01 and 4.02 for the purpose of conveying Lot 4.01 to the County pursuant to an Amended and Restated Lease Agreement and Deed, dated September 25, 1991, recorded on _____ in the Atlantic County Clerk's Office as Instrument No. _____ (the "County's Lease"), and Lot 4.02 to the City pursuant to an unrecorded Amended and Restated Lease Agreement and Deed dated on August 14, 1991 (the "City's Lease");

WHEREAS, the City exercised its purchase option under the City's Lease and is the current owner of Lot 4.02 (formerly a portion of Lot 4) (hereinafter referred to as "Parcel A"), as more particularly described in the metes and bounds description prepared by William P. McManus, P.L.S., dated May 14, 2025, attached hereto as **Exhibit A**, by way of a quitclaim deed from ACIA dated _____, 2026, recorded on _____, 2026, in the Atlantic County Clerk's Office in Book _____, Page _____, Instrument No. _____;

WHEREAS, the County exercised its purchase option under the County's Lease and is the current owner of Lot 4.01 (formerly a portion of Lot 4) (hereinafter referred to as "Parcel B"), as more particularly described in the metes and bounds description prepared by William P. McManus, P.L.S., dated May 14, 2025, attached hereto as **Exhibit B**, by way of a quitclaim deed from ACIA dated _____, 2026, recorded on _____, 2026, in the Atlantic County Clerk's Office in Book _____, Page _____, Instrument No. _____;

WHEREAS, Parcel A is improved with a multi-story building which serves as the Atlantic City Public Library (the “City Library”) and Parcel B is improved with a multi-story building and an Atrium structure which are currently used by the County for County and State offices (the Parcel B multi-story building and Atrium structure may sometimes be referred to as the “County Office Building”), as shown generally on the Minor Subdivision Plan prepared by William P. McManus, P.L.S., dated May 15, 2015, last revised December 29, 2025, attached hereto as **Exhibit C**;

WHEREAS, Parcel A and Parcel B share a common boundary line that is improved with an Atrium structure (the “Atrium”) (the City Library, County Office Building and Atrium may be collectively referred to as the “Building”);

WHEREAS, the Atrium is located on Parcel B and provides public access to the County Office Building;

WHEREAS, the Atrium is operated and maintained by the County;

WHEREAS, the City has been permitted to use the Atrium to provide public ingress and egress through the Atrium to access the City Library;

WHEREAS, the parties desire to confirm the City’s rights to cross through the Atrium, as shown on **Exhibit C** and described in the metes and bounds description attached hereto as **Exhibit D** (the “Atrium Ingress and Egress Easement Area”), for such purposes as set forth below (the “Atrium Ingress and Egress Easement”);

WHEREAS, the Atrium roof structure (the “Atrium Roof”) rests upon the easterly wall of the City Library which divides Parcels A and B as shown on **Exhibit C** and described in the metes and bounds description attached hereto as **Exhibit E** (the “Atrium Roof Easement Area”);

WHEREAS, the City desires to grant the County an Easement for the purpose of operating, maintaining, repairing, and replacing the Atrium Roof that rests upon the City Library wall, as set forth herein (the “Atrium Roof Easement”);

WHEREAS, the County Office Building and City Library also share all utilities and utility infrastructure, including but not limited to heating, ventilation, air conditioning, water, sewer, gas, electricity, boiler room and fire suppression system (“Shared Utilities”);

WHEREAS, the County has been maintaining and repairing the Shared Utilities that support Parcel A and Parcel B;

WHEREAS, the County and the City will be assessing whether the design of the Building renders it feasible to separate utility services between Parcel A and Parcel B without substantial disruption and expense;

WHEREAS, the Parties further desire to enter into this Easement Agreement to provide the County, its successors and assigns, an access easement for ingress and egress over, across, on and/or through Parcel A, as more particularly described in Exhibit A and as shown on Exhibit C (the “Access & Maintenance Easement Area”) for the purpose of maintenance, service and/or repair of the utilities servicing Parcel A (the “Access & Maintenance Easement”) (the Atrium Ingress and Egress Easement Area, Atrium Roof Easement Area and Access & Maintenance Easement Area are collectively referred to as the “Easement Areas”);

WHEREAS, the Parties further desire to memorialize their respective responsibilities and obligations regarding the maintenance, operation, repair, replacement and cost-sharing of the Shared Utilities in order to ensure uninterrupted services to both parcels; and

NOW THEREFORE, good and valuable consideration having been paid, the Parties mutually covenant and agree for themselves, their respective heirs, legal representatives, successors, and assigns, as follows:

ARTICLE I

ATRIUM INGRESS AND EGRESS EASEMENT FOR THE USE AND BENEFIT OF THE CITY LIBRARY

A. Grant of Atrium Ingress and Egress Easement: The County hereby grants and conveys to the City, and the City hereby accepts an Easement for ingress and egress to and from the City Library, through and across the Atrium that is owned and operated by the County, said Atrium Ingress and Egress Easement Area being shown on the attached Exhibit C and described on the attached Exhibit D (“Atrium Ingress and Egress Easement”). The rights and privileges granted to the City shall not be exclusive and shall be conditioned upon and subject to all of the procedures, rules and practices that the County, in its sole judgment, may deem necessary or convenient to manage, maintain and operate the Atrium as the primary access to the County Office Building, including but not limited to hours of operation, security and regulation of permission to enter, hours of operation, codes of conduct, regulation of assemblies, and janitorial and maintenance activities. Subject to all of the general terms and conditions set forth below in Section VI.

B. No Interference With County Operations: The rights and privileges granted to the City herein shall be conducted, performed, operated, and maintained by the City in a manner that shall not interfere with or impose any limitation upon the operations of County property or cause any damage to County property (including but not limited to damage to County fixtures or equipment).

C. Use And Control of the Atrium: The privileges granted to the City herein shall at all times be subordinate to the County’s use, operation and control of the Atrium area, including but not limited to hours of operation, or construction or alteration of any temporary or permanent improvements and alterations thereto, or any other use of the Atrium space for other purposes and activities that the County may, in its sole judgment and discretion, from time to time sponsor,

authorize or permit in the Atrium. This Easement is not intended and shall not be construed to vest the City, or any person acting by or on behalf of the City, or otherwise through the privileges granted to the City herein, to have any right, authority, or permission to use or occupy the Atrium or any portion thereof for any purpose or activity, other than routine ingress and egress to the City Library. The County may regulate, alter, or temporarily suspend the privileges granted to the City herein, when the County determines, in its sole judgment, that any regulation, temporary suspension or other alteration is necessary to accommodate any construction, maintenance or alteration work affecting the Atrium or County Office Building, or is necessary to serve the County's needs or interests in operating and maintaining the County Office Building, or otherwise necessary for the good, welfare or safety of County employees and invitees or the public at large. In the event of any such interference involving a temporary suspension, alteration or relocation of the City's ingress and egress, the City shall not be entitled to any compensation or damages of any nature whatsoever, including but not limited to, replacement of any City fixtures or other improvements, provided, however, that the County will seek to reasonably minimize disruption of, or damage to, ingress and egress to the City Library.

ARTICLE II

ATRIUM ROOF EASEMENT TO MAINTAIN A PORTION OF THE ATRIUM ROOF STRUCTURE UPON AND ATTACHED TO THE CITY LIBRARY WALL AND ROOF

A. Grant of Atrium Roof Easement: The City hereby grants and conveys to the County, and the County hereby accepts an Easement for the purpose of operating, maintaining, repairing, and replacing, as the County in its sole judgment may deem appropriate or necessary, an Atrium Roof resting upon and attached to the City Library's easterly exterior wall and roof, as shown on the attached **Exhibit C** and described in the attached **Exhibit E** ("Atrium Roof Easement"). Subject to all of the General terms and conditions set forth below in Section VI.

B. Reservation of Rights: The County reserves the right to maintain, repair, replace or remove the Atrium Roof, if the County determines that the roof requires maintenance, repair, replacement, or removal if the Atrium Roof is no longer necessary for County use or purposes. If the County elects to repair or replace the Atrium Roof, the replacement shall be of similar materials and similar proportions as currently exists, to the extent reasonably feasible. If the City elects to replace, alter, repair or remove the City Library walls, City Library roof or other improvements that currently support the Atrium Roof, the City shall be responsible for any temporary support, removal and repair/replacement of the Atrium Roof arising from replacement, repair, alteration or removal of the City Library's wall, roof or other City improvements that support the Atrium Roof.

C. Roof Access: The City shall permit reasonable access to the County, its successors in interest and assigns, and its employees, engineers, contractors, agents and representatives to the Atrium Roof through the City Library roof access when necessary for maintenance, repair, replacement or removal of the Atrium Roof.

D. No Undue Interference With City Operations: The operations and activities permitted herein shall be performed, operated, and maintained by the County in a manner that shall not unreasonably interfere with or unduly impose any limitation upon the routine operations of the City Library.

E. Entry Upon The Easement By County: The County reserves the right to enter upon the Atrium Roof Easement Area, or any part thereof, either by itself, its employees, agents, contractors, and subcontractors, whenever the inspection, repair, maintenance, reconstruction and/or extension of any County facilities may require, or whenever such entry is required in the interest of public welfare or safety, provided that any such entry shall not unreasonably interfere with City Library operations, and shall be conditioned upon notice to the City describing the nature and extent of any proposed entry onto the City's Library property.

ARTICLE III

ACCESS & MAINTENANCE EASEMENT FOR UTILITIES SERVICING THE CITY LIBRARY

A. Grant of Access & Maintenance Easement. The City does hereby grant and convey unto the County, its successors in interest and assigns, and its employees, engineers, contractors, agents and representatives, a perpetual, non-exclusive blanket easement in, under, through, upon, over and across the City Library, for the purposes of maintaining, installing, constructing, repairing, replacing, inspecting, altering, using and operating, as the County in its sole judgment may deem appropriate or necessary, the Shared Utilities located within the City Library, as described in Exhibit A and depicted on Exhibit C (the "Access & Maintenance Easement Area"), which includes, without limitation, the County's right to access and adjust temperature controls located on Parcel A to protect the Shared Utilities from damage due to freezing or extreme weather conditions. Notwithstanding the foregoing, the City shall maintain a temperature above 68 degrees Fahrenheit on Parcel A at all times. Subject to all of the general terms and conditions set forth below in Section VI.

B. Easement Access: The City shall permit reasonable access to the County, its successors in interest and assigns, and its employees, engineers, contractors, agents and representatives to the City Library when necessary for the maintenance, repair, replacement, inspection, alteration, use or operation of the Shared Utilities.

C. No Undue Interference With City Operations: The operations and activities permitted herein shall be performed, operated, and maintained by the County in a manner that shall not unreasonably interfere with or unduly impose any limitation upon the routine operations of the City Library, or cause any damage to City property (including fixtures or equipment).

D. Entry Upon The Easement By County: The County reserves the right to enter upon the Access & Maintenance Easement Area, or any part thereof, either by itself, its employees, agents,

contractors, and subcontractors, whenever the inspection, repair, maintenance, replacement, use and/or operation of the Shared Utilities may require, or whenever such entry is required for the protection of the Shared Utilities or in the interest of public welfare or safety, provided that any such entry shall not unreasonably interfere with City Library operations, and shall be conditioned upon notice to the City describing the nature and extent of any proposed entry onto the City's Library property.

ARTICLE IV

MAINTENANCE & COST SHARING AGREEMENT FOR SHARED UTILITIES

A. Shared Utilities Operation and Maintenance Responsibilities: The County shall be responsible for the routine maintenance and repair of the Shared Utilities Infrastructure that supports both parcels and shall retain contractors and schedule routine maintenance and repairs for the Shared Utilities. However, the Parties shall each be responsible for the general use, operation and monitoring of the Shared Utilities located on their respective Property. As part of the City's responsibility to operate and monitor the Shared Utilities located on Parcel A, the City is further responsible for promptly notifying the County of any additional routine maintenance or repair requests required to maintain the Shared Utilities.

B. Duty To Notify: A Party (the "Notifying Party") shall promptly notify the other Party (the "Receiving Party") of any damage to, or failure of, the Shared Utilities located on their Property that may affect utility service, safety, or the integrity of the infrastructure, including any issues that may require emergency or non-routine repair. Notice shall be provided in writing as soon as reasonably practicable, but no later than twenty-four (24) hours after discovery of the condition.

C. Repairs:

i. Non-Routine Repairs: Except in emergency situations as discussed in Article IV(C)(ii) below, the County shall schedule and perform non-routine repairs and provide prior written notice to the City. The scheduling of all non-routine repairs shall be coordinated between the Parties in a manner that minimizes disruption.

ii. Emergency Repairs: If the condition constitutes an emergency requiring immediate repair to prevent damage to persons, property, or utility service, the Notifying Party may take all reasonable and necessary actions to address the condition without prior written notice. In such cases, the Notifying Party shall make reasonable efforts to provide verbal notice to the Receiving Party prior to commencing work and shall provide written notice within **forty-eight (48) hours** after the emergency repair has commenced. Only in such an emergency event will the City have access to Parcel B.

D. Shared Cost Allocation:

i. The City, its successors in interest and assigns, agrees to promptly reimburse the County, its successors and/or assigns, for the City's proportionate share of the utility bills, including, but not limited to, water, sewer, electricity, gas and solar, and the costs of maintaining, repairing, replacing and improving the Shared Utilities (collectively referred to as "Costs"). The "proportionate share" shall be allocated as follows unless otherwise agreed to in writing by the parties: (i) 79.92% to the County; and (ii) 20.08% to the City. The County shall forward quarterly statements to the City for Costs incurred by the County from the preceding quarter in connection with the usage, maintenance, repair, replacement and improvement of the Shared Utilities, and the City shall reimburse the County for the City's proportionate share of the Costs within fifteen (15) days of receipt of a statement/invoice evidencing payment of any Costs. If the City fails to reimburse the County for such Costs within the timeframe provided above and/or any other sums when due pursuant to this Agreement or pursuant to any amendment of this Agreement, the County shall have the absolute right, at its option and in its sole discretion, to: (i) assess a lien against the City's property for said Costs, or (ii) institute legal proceedings to specifically enforce performance of the terms and conditions of this Section and seek a money judgement for the amounts of the Costs owed by the City under this Section. Both Parties acknowledge that the City's agreement to contribute a percentage of the required Costs due under this Agreement are being relied on by the County in entering into this Agreement. All invoices not paid within fifteen (15) days of presentation shall bear interest at the rate of 1 ½% per month (18% per annum) from the date of presentation until paid.

ii. If a party (the "Reporting Party") believes the repair or replacement of a Shared Utility was due to the negligence, willful misconduct, or failure of the other party (the "Responsible Party") to operate, maintain and/or monitor the Shared Utility, the Reporting Party shall provide written notice to the Responsible Party, requesting the Responsible Party to provide a preliminary statement detailing the damages claimed and their theory of causation within fifteen (15) days. Upon receipt of the Responsible Party's preliminary statement, the Parties shall engage in discussion to determine whether such repair or replacement was the result of the Responsible Party's negligence, willful misconduct or failure to operate, maintain and/or monitor the Shared Utility. If no resolution can be reached within thirty (30) days of the Reporting Party's notice, then determination of the Responsible Party's negligence, willful misconduct or failure to operate, maintain and/or monitor shall be made by a neutral third-party professional jointly selected by both Parties. The costs of said professional shall be shared equally by the Parties. If the Responsible Party has been determined to have caused such damage requiring repair or replacement, the Responsible Party shall bear 100% of the cost of such repair or replacement, and any incidental costs.

E. Designated Representative: Each Party shall designate a representative to act as the primary point of contact for all issues arising under this Agreement.

F. Meetings: The Parties agree to meet at least annually, or more frequently as needed, to review the utility usage, costs, maintenance plans, and to discuss improvements or concerns.

ARTICLE V

TERMINATION

A. Atrium Ingress and Egress Easement: The Atrium Ingress and Egress Easement may be terminated by the City, upon not less than 30 days written notice, if the City, in its sole judgment and discretion, determines that the Atrium Ingress and Egress is no longer necessary or no longer serves City Library purposes, due to permanent closure and removal of the City's access to the Atrium area. If the City elects to close and remove Atrium access, due to no fault or cause of the County, the City shall be responsible for all demolition and debris removal costs, along with any costs to repair or restore the County Atrium as a result of the removal of the City Library Ingress and Egress door. Termination of the Atrium Ingress and Egress Easement will not cause termination of the Atrium Roof Easement, the Access & Maintenance Easement or the Maintenance & Cost Sharing Agreement.

B. Atrium Roof Easement: The Atrium Roof Easement may be terminated by the County, upon no less than 30 days written notice, if the County, in its sole judgment and discretion, determines that the Atrium or Atrium Roof is no longer necessary or no longer serves County purposes. If the County elects to remove the Atrium or Atrium Roof, due to no fault or cause of the City, the County shall be responsible for all demolition and debris removal costs, along with any costs to repair or restore the City Library roof as a result of the removal of the Atrium. Termination of the Atrium Roof Easement will not cause termination of the Atrium Ingress and Egress Easement, the Access & Maintenance Easement or the Maintenance & Cost Sharing Agreement.

C. Access & Maintenance Easement and Maintenance and Cost Sharing Agreement: The Access & Maintenance Easement and Maintenance and Cost Sharing Agreement may be terminated by mutual written agreement of the Parties or until such time as all of the Shared Utilities are physically separated. If technological or physical changes make it feasible to separate some or all of the Shared Utilities, the Parties agree to negotiate in good faith toward physical separation and termination of the Access & Maintenance Easement and Maintenance and Cost Sharing Agreement of this Easement Agreement. Termination of the Access & Maintenance Easement and Maintenance and Cost Sharing Agreement will not cause the termination of the Atrium Roof Easement or the Atrium Ingress and Egress Easement.

D. Easement Amendment: In the event that any part of this Easement is terminated as set forth above, the parties shall promptly execute an amendment to this Easement Agreement confirming termination and reaffirming any continuing easement rights and duties.

E. Termination Due to Casualty Loss: In the event that either the County Office Building

or the City Library suffers a casualty or other damages resulting in a substantial loss of either the City Library or the County Office Building resulting in a need to demolish such structure, then this Easement shall be deemed terminated and of no further effect. Otherwise, the Easements and Obligations set forth herein will remain in full force and effected unless terminated as set forth above in Subsections A, B or C.

ARTICLE VI

GENERAL TERMS AND CONDITIONS

A. Term: This Easement Agreement shall have a term that is perpetual, unless and until terminated as provided in Section V above.

B. Compliance With All Laws: All activities conducted on the Easement Areas by the Parties shall be conducted in compliance with all laws, ordinances, rules, and regulations including, without limitation, environmental, land use, and public utility laws, rules and regulations.

C. "AS IS" Condition of the Property: It is expressly agreed that the Parties are being granted this Easement to use the Easement Areas in an "as is" condition. The Parties have thoroughly inspected the Easement Areas to determine its condition and suitability, and has not relied upon any warranty, representation or other claim or promise made by the other Party concerning the conditions of the Easement Areas or its suitability for the Party's needs.

D. Indemnification: Each Party, for itself, its successor, guest, invitees or any users of said privilege, as part of the consideration hereof, covenants and agrees to indemnify and hold harmless, the other Party, its successors and assigns, its officers, contractors, agents, employees, servants or any of the them, from and against any and all claims when made for any and all losses, injuries, damages, suits, claims, fines, penalties, costs and judgments, which it, they or any of them may directly or indirectly suffer, sustain, or be subject to, or be held liable for, arising from or connected with the such Party's exercise of the rights and privileges granted herein to the respective Party.

E. Insurance: Notwithstanding the indemnification obligations above, the City shall, at all times, maintain insurance and cause the County to be listed as a Named Insured with respect to the City's Parcel in the minimum amount of \$1,000,000.00 as to ISO form comprehensive general liability and \$10,000,000.00 as to the umbrella policy. Property coverage should be written on a special form including replacement and wind and flood (this may be fulfilled via separate policies) with the replacement value determined by the most recent appraisals received by the City. Any insurance company issuing any of the foregoing policy(ies) must be A+ rated and must be licensed in the State of New Jersey. The policy shall contain a waiver of the right of subrogation, if available.

F. Notices: All Notices given under this Agreement must be written. Delivery of Notices by

email shall not constitute an acceptable method of delivery of Notices under this Agreement and no Notice may be validly served by email. Any Party, by written Notice to the other Party as provided herein, may change the name of the person to whom the Notice is being sent and the address for receipt of subsequent Notices. Notices shall be given by (i) personal delivery to the other Party, (ii) Certified mail, Return Receipt Requested, addressed to the other Party at the addresses indicated below; or (iii) by a nationally recognized delivery service (e.g., Fed Ex; U.P.S.) that provides certification of delivery to the other Parties. Notice shall be deemed delivered upon being sent. In the event of any emergency or other matter requiring immediate attention, the parties shall diligently seek to contact each other by phone or in person communication. Copies of all notices, demands and communications shall be sent as follows:

If to the County:

County Executive
County of Atlantic
1333 Atlantic Avenue
Atlantic City, NJ 08401

With a copy to:

County Counsel
County of Atlantic
1333 Atlantic Avenue
Atlantic City, NJ 08401

and

Keith A. Davis, Esq.
Nehmad Davis & Goldstein, PC
4030 Ocean Heights Avenue
Egg Harbor Township, NJ 08234

If to the City:

City Clerk
City of Atlantic City
1301 Bacharach Boulevard
7th Floor, Suite 704
Atlantic City, NJ 08401

With a copy to:

City Solicitor
City of Atlantic City
1301 Bacharach Boulevard
7th Floor, Suite 704
Atlantic City, NJ 08401

Or to such other persons and addresses as any party may, from time to time, serve written notice to the other parties.

G. Covenants Running with Title to the Land: This Easement shall constitute a covenant running with the land and shall remain in full force and effect and be binding upon the undersigned County, the City and their respective heirs, successors and assigns in title to Parcels A and B, until such time as the same is modified or released by a duly authorized, executed, and recorded amendment or termination of this Easement. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property.

H. Entire Agreement; No Oral Amendments: It is expressly understood and agreed by and between the Parties hereto that this Easement Agreement sets forth all the promises, agreement conditions, and understanding between the City and the County relative to the Easement Areas and that there are no promises, agreements, conditions, or understandings, either oral or written, between the parties other than as are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration or change or addition to this Easement Agreement shall be binding unless reduced to writing and signed by them.

I. No Waiver: Any waiver by either Party under this Easement Agreement or of any breach by the other Party shall not affect similar rights subsequently arising, nor operate as a waiver of subsequent breaches of the same or similar kinds, nor as a waiver of the clause or condition under which said right arose or said breach occurred.

J. Default: In the event that either Party shall fail to refuse or perform any of their material obligations, or otherwise be in default under this Easement Agreement then the non-defaulting Party may proceed with all available legal and equitable remedies; provided, however, that the non-defaulting Party shall first give the defaulting Party written notice setting forth the facts which allegedly constitute a default, along with an opportunity to cure the default, within a time period which shall be reasonable under the circumstances (which, in no event, shall be deemed to exceed twenty days). The exercise or the beginning of the exercise of any right or remedy shall not preclude subsequent or simultaneous exercise of the same or any other right or remedy.

K. No Third-Party Beneficiaries: Nothing contained herein shall be deemed to confer upon any third person any right against the City or the County.

L. Nothing herein shall be deemed to waive or limit any privilege, defense, immunity, or other requirements of the New Jersey Tort Claims Act which may be available to the County or the City with respect to claims of any kind.

M. Governing Law: This Easement Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey. Any action shall be venued in Atlantic County Superior Court.

N. Severability: If any part of this Easement Agreement shall be held unenforceable, the remainder of this Agreement shall remain in full force and effect.

O. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of the executed counterparts shall, collectively, constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have cause these presents to be executed by their respective duly authorized officers as the day and year above written.

ATTEST:

City of Atlantic City

ATTEST:

County of Atlantic

Tara Silipena, Clerk to the
Board of County Commissioners

Dennis Levinson, County Executive

Reviewed and Approved as to form
on behalf of Atlantic County:

Lynn Hughes, County Counsel

STATE OF NEW JERSEY :
: SS
COUNTY OF ATLANTIC :

I CERTIFY that on _____ 2026, _____
personally came before me, and this person acknowledged under oath, to my satisfaction,
that:

- a) this person is the _____ of the City Council of Atlantic City;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is _____ and who is the _____ of the City Council of Atlantic City;
- c) this document was signed and delivered by the City as its voluntary act duly authorized by a proper resolution of the City Council of Atlantic City ;
- d) this person knows the proper seal of the corporation which was affixed to this document;
and
- e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
_____, 2026

Notary Public

STATE OF NEW JERSEY :
: SS
COUNTY OF ATLANTIC :

I CERTIFY, that on _____, 2026 _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the Board of County Commissioners of Atlantic County;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Dennis Levinson, the County Executive of Atlantic County;
- (c) this document was signed and delivered by the County at its voluntary act duly authorized by a proper resolution of the Atlantic County Board of County Commissioners;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
_____, 2026

Notary Public

EXHIBIT A

Metes and Bounds Description – Block 295, Lot 4.02

DUFFY • DOLCY • McMANUS & ROESCH

634 LOST PINE WAY, GALLOWAY, NJ 08205 * 609-652-0105 * FAX# 609-652-2032

**METES AND BOUNDS DESCRIPTION
BLOCK 295, LOT 4.02
CITY OF ATLANTIC CITY
ATLANTIC COUNTY, NEW JERSEY
PROJECT # 9872
MAY 14, 2025**

All that certain tract or parcel of land located in the City of Atlantic City, County of Atlantic, and State of New Jersey, bounded and described as follows:

BEGINNING at the point of intersection of the northerly line of Atlantic Avenue (50 feet from the centerline) and the easterly line of Tennessee Avenue (35 feet from the centerline), as shown on a minor subdivision plan prepared by Duffy, Dolcy, McManus & Roesch and signed by William P. McManus, PLS NJ Lic. 31660; and extending thence

- 1) North 27 degrees 33 minutes 32 seconds West along said easterly line of Tennessee Avenue 236.18 feet to the division line of Lot 4.02 and Lot 2 (formerly named Bacharach Boulevard); thence
- 2) North 78 degrees 51 minutes 46 seconds East along said division line 80.48 feet to the division line of Lot 4.01 and Lot 4.02 in Block 295; thence
- 3) South 27 degrees 33 minutes 32 seconds East along said division line 213.43 feet to the northerly line of Atlantic Avenue; thence
- 4) South 62 degrees 26 minutes 28 seconds West along said northerly line of Atlantic Avenue 77.20 feet to the point and place of **BEGINNING**.

Containing 0.40 ac.



**William P. McManus, PLS
Professional Land Surveyor
N.J. License No. 31660**

EXHIBIT B

Metes and Bounds Description – Block 295, Lot 4.01

DUFFY • DOLCY • McMANUS & ROESCH

634 LOST PINE WAY, GALLOWAY, NJ 08205 * 609-652-0105 * FAX# 609-652-2032

**METES AND BOUNDS DESCRIPTION
BLOCK 295, LOT 4.01
CITY OF ATLANTIC CITY
ATLANTIC COUNTY, NEW JERSEY
PROJECT # 9872
MAY 14, 2025**

All that certain tract or parcel of land located in the City of Atlantic City, County of Atlantic, and State of New Jersey, bounded and described as follows:

BEGINNING on the northerly line of Atlantic Ave. (100 feet wide) at the division line of Lot 4.01 and Lot 3 in Block 295, as shown on a minor subdivision plan prepared by Duffy, Dolcy, McManus & Roesch and signed by William P. McManus, PLS NJ Lic. 31660, said point being South 62 degrees 26 minutes and 28 seconds West 110.00 feet from the westerly line of South Carolina Ave. (85 feet wide); and extending thence

- 1) South 62 degrees 26 minutes and 28 seconds West along Atlantic Ave. 142.80 feet to the division line of Lot 4.01 and Lot 4.02; thence
- 2) North 27 degrees 33 minutes and 32 seconds West along said line 213.43 feet to the southerly line of Lot 2 formerly named Bacharach Blvd. (70 feet wide); thence
- 3) North 78 degrees 51 minutes and 46 seconds East along said line 148.88 feet to the division line of Lot 4.01 and Lot 3; thence
- 4) South 27 degrees 33 minutes and 32 seconds East along said line 171.34 feet to the point and place of **BEGINNING**.

Containing 0.63 ac.



**William P. McManus, PLS
Professional Land Surveyor
N.J. License No. 31660**

EXHIBIT C

Minor Subdivision Plan

EXHIBIT D

Metes and Bounds Description – Atrium Ingress and Egress Easement Area

DUFFY • DOLCY • McMANUS & ROESCH

634 LOST PINE WAY, GALLOWAY, NJ 08205 * 609-652-0105 * FAX# 609-652-2032

**METES AND BOUNDS DESCRIPTION
COMMON AREA EASEMENT
BLOCK 295, LOT 4.02 & LOT 4.01
CITY OF ATLANTIC CITY
ATLANTIC COUNTY, NEW JERSEY
PROJECT # 9872
MAY 14, 2025**

All that certain tract or parcel of land located in the City of Atlantic City, County of Atlantic, and State of New Jersey, bounded and described as follows:

BEGINNING on the northerly line of Atlantic Avenue (50 feet from the centerline) at the division line of Lot 4.01 and Lot 4.02 in Block 295, as shown on a minor subdivision plan prepared by Duffy, Dolcy, McManus & Roesch and signed by William P. McManus, PLS NJ Lic. 31660, said point being North 62 degrees 26 minutes 28 seconds East 77.20 feet from the easterly line of Tennessee Avenue (35 feet from the centerline); and extending thence

- 1) North 27 degrees 33 minutes 32 seconds West along said division line 17.36 feet to an angle point; thence
- 2) South 62 degrees 26 minutes 28 seconds West 2.50 feet to the westerly line of herein described easement; thence
- 3) North 27 degrees 33 minutes 32 seconds West along said line 175.20 feet to an angle point; thence
- 4) North 62 degrees 26 minutes 28 seconds East 2.50 feet to an angle point; thence
- 5) North 27 degrees 33 minutes 32 seconds West 20.87 feet to the division line of Lot 4.02 and Lot 2 (formerly named Bacharach Boulevard); thence
- 6) North 78 degrees 51 minutes 46 seconds East along said southerly line 15.64 feet to the easterly line of herein described easement; thence
- 7) South 27 degrees 33 minutes 32 seconds East 16.45 feet to an angle point; thence
- 8) North 62 degrees 26 minutes 28 seconds East 2.50 feet to the easterly line of herein described easement; thence
- 9) South 27 degrees 33 minutes 32 seconds East along said line 175.20 feet to an angle point; thence
- 10) South 62 degrees 26 minutes 28 seconds West 2.50 feet to an angle point; thence
- 11) South 27 degrees 33 minutes 32 seconds East 17.36 feet to the northerly line of Atlantic Avenue; thence
- 12) South 62 degrees 26 minutes 28 seconds West along said line 15.00 feet to point and place of **BEGINNING.**

Containing 4,044 sf.

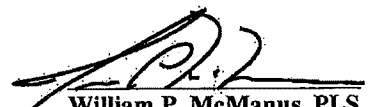

William P. McManus, PLS
Professional Land Surveyor
N.J. License No. 31660

EXHIBIT E

Metes and Bounds Description – Atrium Roof Easement Area

DUFFY • DOLCY • McMANUS & ROESCH

634 LOST PINE WAY, GALLOWAY, NJ 08205 * 609-652-0105 * FAX# 609-652-2032


**METES AND BOUNDS DESCRIPTION
15 FOOT WIDE STRUCTURAL SUPPORT AND MAINTENANCE EASEMENT
BLOCK 295, LOT 4.02
CITY OF ATLANTIC CITY
ATLANTIC COUNTY, NEW JERSEY
PROJECT # 9872
MAY 14, 2025**

All that certain tract or parcel of land located in the City of Atlantic City, County of Atlantic, and State of New Jersey, bounded and described as follows:

BEGINNING on the northerly line of Atlantic Avenue (50 feet from the centerline) at the westerly line of herein described easement, as shown on a minor subdivision plan prepared by Duffy, Dolcy, McManus & Roesch and signed by William P. McManus, PLS NJ Lic. 31660, said point being North 62 degrees 26 minutes 28 seconds East 62.20 feet from the easterly line of Tennessee Avenue (35 feet from the centerline); and extending thence

- 1) North 27 degrees 33 minutes 32 seconds West 217.85 feet to the division line of Lot 4.02 and the southerly line of Police and Firemen Plaza; thence
- 2) North 78 degrees 51 minutes 46 seconds East along said line 15.64 feet to the division line of Lot 4.02 and Lot 4.01 in Block 485; thence
- 3) South 27 degrees 33 minutes 32 seconds East along said division line 213.43 feet to the northerly line of Atlantic Avenue; thence
- 4) South 62 degrees 26 minutes 28 seconds West 15.00 feet to point and place of **BEGINNING**.

Containing 3,235 sf.


**William P. McManus, PLS
Professional Land Surveyor
N.J. License No. 31660**