

**ORDINANCE #05-25**

**BOROUGH OF SAYREVILLE, COUNTY OF MIDDLESEX ORDINANCE  
ACCEPTING AMENDMENT TO EASEMENT IN FAVOR OF THE BOROUGH OF  
SAYREVILLE RELATIVE TO BLOCK 307.01, LOTS 1.02 AND 1.03**

**WHEREAS**, the Borough of Sayreville (“Borough”) is governed under the Borough form of government pursuant to N.J.S.A. 40A:60-3 et seq; and

**WHEREAS**, National Lead, LLC (“NL”) and Sabrina Reuning (“Reuning”) are respectively, the owners of Block 307.01, Lot 1.03 and Block 307.01, Lot 1.02; and

**WHEREAS**, NL and Reuning seek to reaffirm to the Borough a perpetual, non-exclusive, easement in, under, over and across Block 307.01, Lots 1.02 and 1.03, substantially in the form of the Amendment to Easement and all exhibits thereto, which is attached hereto as **Exhibit A** and fully incorporated by reference;

**WHEREAS**, the Borough is desirous of accepting said Amendment to Easement;

**NOW, THEREFORE, BE IT ORDAINED** by the Borough Council of the Borough of Sayreville in the County of Middlesex, State of New Jersey, as follows:

**SECTION 1.**

That said Amendment to Easement from NL and Reuning in favor of the Borough be and hereby is accepted by the Borough.

**SECTION 2.**

That said Amendment to Easement shall be in accordance with the Legal Description attached to the Easement.

**SECTION 3.**

That the Mayor and Borough Clerk be and hereby are authorized to execute any and all other documents necessary to effectuate the intent and purposes hereof.

**SECTION 4.**

That said Amendment to Easement shall be recorded in the Office of the Middlesex County Clerk.

**SECTION 5.**

The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

**SECTION 6.**

All ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.

**SECTION 7.**

This ordinance shall take effect upon final adoption and publication in accordance with law.

**EXHIBIT A**

**AMENDMENT TO EASEMENT**

**INTRODUCED/APPROVED ON FIRST READING**

DATED: January 27, 2025

\_\_\_\_\_  
Jessica Morelos, R.M.C.  
Clerk of the Borough of Sayreville

\_\_\_\_\_  
John Zebrowski, Councilman  
(Planning and Zoning Committee)  
Borough of Sayreville

**ADOPTED ON SECOND READING**

DATED: February 10, 2025

\_\_\_\_\_  
Jessica Morelos, R.M.C.  
Clerk of the Borough of Sayreville

\_\_\_\_\_  
John Zebrowski, Councilman  
(Planning and Zoning Committee)  
Borough of Sayreville

**APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

\_\_\_\_\_  
Kennedy O'Brien, Mayor  
Borough of Sayreville

APPROVED AS TO FORM:

\_\_\_\_\_  
Borough Attorney

Cross Reference: Pipeline easement conveyed to National Lead by the Borough of Sayreville in Deed Book 1165, Page 291.

### **AMENDMENT TO EASEMENT**

**THIS AMENDMENT TO EASEMENT** (the “Amendment”) is made this \_\_\_\_ day of \_\_\_\_ 20\_\_, by and between the Borough of Sayreville, a municipal corporation of the State of New Jersey with a principal address of 167 Main Street, Sayreville, NJ 08872 (hereinafter referred to as “Sayreville”), National Lead LLC (hereinafter referred to as “NL”) and Sabrina Reuning (hereinafter referred to as “Reuning”).

#### **RECITALS:**

**WHEREAS**, NL previously obtained title to property designated on the official tax map of the Borough of Sayreville as Block 307.01, Lots 1.02 and 1.03, and therefore, an easement encumbering both lots in Deed Book 1165, Page 291 (“Easement #1”), a copy of which is attached hereto as Exhibit A and fully incorporated by reference, merged into the fee title ownership and ceased to exist.

**WHEREAS**, NL re-created their easement effecting Block 307.01, Lot 1.02 by Deed when Lot 1.02 was transferred on September 27, 1962 and recorded in Deed Book 2384, Page 513 (Easement #2), a copy of which is attached hereto as Exhibit B and fully incorporated by reference; and

**WHEREAS**, NL is the current owner of Block 307.01, Lot 1.03, which are described in and subject to that certain Easement #1; and

**WHEREAS**, Reuning is the current owner of Block 307.01, Lot 1.02.

**NOW, THEREFORE**, in consideration of the promises made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NL, Reuning and Sayreville hereby agree as follows:

1. NL and Reuning hereby reaffirm to Sayreville a perpetual, non- exclusive, easement in, under, over and across the real estate outlined in Easement #1 and Easement #2, (the “Easement Area”) to be used in connection with and appurtenant to the lands of NL and Reuning in the Borough of Sayreville in connection with the installation, maintenance, operation, removal and repair of a water line under the property; and
2. Sayreville hereby reserves the right to use or to grant others the right to use the property identified in Easement #1, to lay, maintain, operate, repair, replace and remove said water line and manhole in a good workman-like manner in consistent with best practices in the art and science pertaining thereto; that it will keep said

manholes safely and securely covered; that it will not maintain any openings or excavations in the earth without first safeguarding same and not for any longer period than necessary; that it will replace and maintain the earth over said line at the same level it was prior to the opening or excavation; that it will remove from said premises and dispose of all portions of said water lines that are replaced; and will leave said premises and improvements thereon in the same or better condition than they were prior to the opening or excavation..

3. Sayreville further agrees to indemnify and hold harmless the owner(s) of Block 307.01, Lot 1.02 and 307.01, Lot 1.03 from any loss on account of death or injury to any person or damage to property arising out of the exercise of the rights granted herein and in Easement #1, or assumed by Sayreville in connection with or arising out of the use, operation, and maintenance of said water lines and manholes.
4. This easement and the terms and conditions stated herein shall be imposed upon, and run with Block 307.01, Lot 1.02 and 307.01, Lot 1.03, and shall be binding upon Sayreville, NL, and Reuning, and their successors and assigns and shall inure to the benefit of the owners of all or any portion of Block 307.01, Lot 1.02 and Lot 1.03.
5. Sayreville, NL and Reuning represent that they have not relinquished or assigned their rights under Easement #1 to any third party.
6. Each of the individuals signing this Amendment on behalf of an entity hereby represents and warrants that he or she is duly authorized to sign this Amendment on behalf of that entity, that any and all conditions precedent to the execution of the Amendment or to the effectiveness of signing (e.g. and without limitation, any resolutions, meetings, or votes, along with the consents or approvals of any third party which may be required to make this Amendment fully effective) have been satisfied, and that, upon execution of this Amendment by all parties' signatories, the respective entity on whose behalf they are signing shall be bound by the terms and conditions of this Amendment.
7. This Amendment may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*Signatures on the following page.*

**IN WITNESS WHEREOF**, NL, REUNING AND BOROUGH OF SAYREVILLE have caused this Amendment to be executed as of the day and year first above written.

Subscribed and sworn before me  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Borough of Sayreville

By: \_\_\_\_\_

Subscribed and sworn before me  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

National Lead Company

By: \_\_\_\_\_

Subscribed and sworn before me  
The \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Sabrina Reuning

**STATE OF NEW JERSEY**            )  
  ) **ss.**  
**COUNTY OF MIDDLESEX**        )

I hereby certify that on \_\_\_\_\_, 2025, \_\_\_\_\_, came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a. Was the maker of the attached instrument;
- b. Was authorized to and did execute this instrument on behalf of the Borough of Sayreville; and
- c. Executed this instrument as the voluntary act of the Borough of Sayreville.

\_\_\_\_\_  
Notary Public

**STATE OF NEW JERSEY**            )  
  ) **ss.**  
**COUNTY OF MIDDLESEX**        )

I hereby certify that on \_\_\_\_\_, 2025, \_\_\_\_\_, came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a. Was the maker of the attached instrument;
- b. Was authorized to and did execute this instrument on behalf of National Lead LLC;  
and
- c. Executed this instrument as the voluntary act of National Lead LLC.

\_\_\_\_\_  
Notary Public

**STATE OF NEW JERSEY**            )  
  ) **ss.**  
**COUNTY OF MIDDLESEX**        )

I hereby certify that on \_\_\_\_\_, 2025, Sabrina Reuning came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a. Was the maker of the attached instrument; and
- b. Executed this instrument as her voluntary act.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**Easement #1**

**Deed Book 1165, Page 291**

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**EXHIBIT B**

**Easement #2**

**Deed Book 2384, Page 513**