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November 17, 2022

Via Certified Mail & E-Filing:

Chief, Section of Administration,
Office of Proceedings,
Surface Transportation Board,
Washington, DC 20423-0001
<https://www.stb.gov/proceedings-actions/e-filing/>

**RE: BOROUGH OF DUMONT v. CSX TRANSPORTATION, INC.; ABC
CORPORATIONS; AND XYZ INDIVIDUALS**

Dear Counsel,

This law firm represents the Borough of Dumont, located in Bergen County, New Jersey (the "Borough"). The Borough brings the enclosed Complaint for Property Damages against CSX Transportation, Inc., and fictitious entities and persons not yet identified, pursuant to 49 U.S.C. § 11704(b), to preserve the Borough's rights and submit a filing within the U.S. Surface Transportation Board's 2-year statute of limitations. See 49 U.S.C. § 11705(c). As set forth herein, the Borough intends to proceed with its Civil Action against CSX Transportation, Inc., before the Superior Court of New Jersey, Bergen County Vicinage. Thank you.

**FEE RECEIVED
November 17, 2022
SURFACE TRANSPORTATION BOARD**

Very Truly Yours,

Marc E. Leibman, Esq.

Encls.

**FILED
November 17, 2022
SURFACE TRANSPORTATION BOARD**

BEFORE THE U.S. SURFACE TRANSPORTATION BOARD

BOROUGH OF DUMONT,

Plaintiff,

v.

CSX TRANSPORTATION, INC.; ABC
CORPORATIONS; and XYZ INDIVIDUALS,

Defendant(s).

Chief, Section of Administration,
Office of Proceedings,
Surface Transportation Board,
Washington, DC 20423-0001

COMPLAINT FOR PROPERTY DAMAGES

Pursuant to 49 U.S.C. §§ 11701(b), 11704(b) and 49 C.F.R. § 1130.2, Plaintiff Borough of Dumont, New Jersey, states as follows:

NATURE OF THE ACTION

The Borough of Dumont, New Jersey, brings this action for money damages against defendant CSX Transportation, Inc. ("CSX"), and fictitious entities and individuals not yet identified by the Borough, for the negligent destruction of and trespass into the Borough's sewer line. The Borough's sewer line was located in an easement at CSX's property containing train tracks traversing the Borough. CSX (and other entities/individuals not yet identified) destroyed the Borough's sewer line while negligently performing boring work and excavation on CSX's property. The Borough seeks relief in the form of compensatory and consequential damages against defendants due to the loss and replacement of the Borough's sewer line, as well as the Borough's emergency work to address the damages.

PARTIES

1. Plaintiff, the Borough of Dumont, having a place of business at 50 Washington Avenue, Borough of Dumont, County of Bergen, and State of New Jersey, is a duly organized

body politic of the State of New Jersey 07628 (the “Borough”).

2. Defendant CSX Transportation, Inc., is a corporation with a principal place of business at 500 Water Street, Jacksonville, Florida 32202 c/o The Corporation Trust Company 820 Bear Tavern Road, West Trenton, New Jersey 08628 (“CSX”). CSX is a rail carrier providing railroad transportation of goods for compensation.

3. Defendant ABC Corporations are fictitious entities which have not yet been identified by the Borough but which are liable for the Borough’s loss. These ABC Corporations may be New Jersey corporate entities.

4. Defendant XYZ Individuals are fictitious individuals which have not yet been identified by the Borough but which are liable for the Borough’s loss. These XYZ Individuals may be domiciled in New Jersey.

RESERVATION OF RIGHTS AS TO JURISDICTION

5. Pursuant to New Jersey Court Rule 4:3-1(a)(5), the Superior Court of New Jersey, Law Division, Bergen County Vicinage, has primary jurisdiction as this matter is for compensatory and consequential damages, and venue over this Complaint in Bergen County is appropriate because the actions giving rise to this complaint occurred within the Borough of Dumont, a municipality within Bergen County, New Jersey.

6. The Borough files the instant Complaint with the U.S. Surface Transportation Board (“STB”) pursuant to 49 U.S.C. § 11704(b) to preserve its rights and provide a filing within the STB’s 2-year statute of limitations. See 49 U.S.C. § 11705(c).

7. The Borough’s filing of the instant claim does not constitute an admission that the STB is the appropriate venue for the instant action, and the Borough reserves all rights to proceed with its Civil Complaint before the Superior Court of New Jersey, Bergen Vicinage (BER-L-5236-

22). Proceeding before the Superior Court of New Jersey is appropriate as the Borough's claims strictly involve money damages and adjudication of New Jersey statutory and common law claims. The STB is responsible for the economic regulation of the U.S. domestic rail system. The STB does not have jurisdiction over safety-related matters, as is the case in this instant action.

FACTS COMMON TO ALL COUNTS

8. CSX is the owner of property at or near the intersection of Columbia and Cortland Avenues, in the Borough of Dumont, New Jersey, which is identified as CSX mile post QR-12.45 (the "Property").

9. The Property contains CSX's railroad tracks, a railroad crossing, several fixtures, and upon information and belief, real and personal aboveground and underground property and conduits.

10. On or about August 10, 1925, CSX's predecessor provided the Borough an easement on the Property to construct and maintain one eight inch (8") cast iron sewer pipe encased in concrete (the "Sewer Pipe"). See **Exhibit A**.

11. The Borough constructed the Sewer Pipe in accordance with the 1925 easement agreement with CSX's predecessor, and the Sewer Pipe was used by the Borough to provide essential sewerage services to its residents from the years 1925 to 2021.

12. On or about December 8, 2020, CSX made a request for a utility mark-out pursuant to the New Jersey One Call System, established by the New Jersey Underground Facility Protection Act, N.J.S.A. 48:2-73 et seq.

13. On December 8, 2020, the Borough conducted a utility mark-out pursuant to CSX's New Jersey One Call request, and appropriately marked the Sewer Line in safety green as required pursuant to N.J.S.A. 48:2-80 (hereinafter the "Mark-Out").

14. CSX's request for a utility mark-out pursuant to the New Jersey One Call System represented that the "Start Date/Time" of its work was to be "12/14/20 AT 6:30" with an "Expiration Date" of "02/12/21."

15. Upon information and belief, CSX failed to initiate the performance of its work in a timely manner under the New Jersey Underground Facility Protection Act.

16. On or about January 26, 2021, CSX was performing work at the Property, which included boring activities and related underground excavation.

17. Between December 8, 2020, the date of the Borough's Mark-Out, and January 26, 2021, CSX wholly failed to protect, preserve, or maintain the Borough's Mark-Out, and failed to issue new notification as required pursuant to N.J.S.A. 48:2-82.

18. On or about January 26, 2021, the Borough's Department of Public Works was informed of a sewer blockage near the Property, and upon further inspection, discovered that the Sewer Pipe was clogged and blocked by dirt and mud. The Borough undertook emergency efforts to clear the blockage from the Sewer Pipe.

19. Following the Sewer Pipe's blockage, the Borough undertook emergency efforts to inspect the Sewer Pipe with a camera to locate any cracks or penetrations. Such cracks or penetrations could have undermined the Sewer Pipe, caused sewage flooding, created a sinkhole in the train tracks, and caused a major catastrophic train derailment in and around the Borough.

20. On or about January 29, 2021, the Borough was able to run a camera into the Sewer Pipe and observed substantial amounts of dirt, stone, and grease in the Sewer Line. The camera became blocked by a wall of debris in the Sewer Line at the location of CSX's boring holes.

21. Furthermore, the Borough identified a newly installed 4" conduit installed by CSX at a depth of 9.8 feet, intersecting with the bottom of the Sewer Pipe.

22. CSX refused to permit the Borough to commence emergency repair to the Sewer Pipe unless the Borough entered into an amended agreement.

23. The Borough entered into an Amended Agreement, dated February 9, 2021, whereby the parties agreed that the Borough would abandon and replace the existing Sewer Pipe at the Property to address the blocked sewer line. See Exhibit B.

24. The Sewer Pipe became damaged and obstructed because of CSX's negligent boring and excavation activities, which directly caused the Borough's damages due to the loss and replacement of the Borough's Sewer Pipe, as well as the Borough's emergency work to address the damages.

COUNT ONE

NEGLIGENCE PER SE PURSUANT TO THE NEW JERSEY UNDERGROUND FACILITY PROTECTION ACT, N.J.S.A. 48:2-73 et seq.

25. The Borough incorporates paragraphs 1 through 24 as if fully set forth herein.

26. With respect to the work performed by CSX at the Property, CSX was an "excavator" as that term is defined under the New Jersey Underground Facility Protection Act (the "Act"), N.J.S.A. 48:2-75.

27. With respect to Mark-Out, the Borough was an "Operator" as that term is defined under the Act, N.J.S.A. 48:2-75.

28. The Sewer Pipe was an "Underground facility" as that term is defined under the Act, N.J.S.A. 48:2-75.

29. The Sewer Pipe was "Damaged" as that term is defined under the Act, N.J.S.A. 48:2-75.

30. Pursuant to the Act and the applicable regulations, an excavator must protect and preserve the marking, staking, or other designation of an underground facility until the marking,

staking, or other designation is no longer necessary for safe excavation or demolition. N.J.S.A. 48:2-82(d)(4).

31. Pursuant to the Act and the applicable regulations, an excavation must commence within 10 business days after providing notice for the notice to remain valid for 45 business days from the initial notification. However, the notice remains valid “providing that the excavator maintains any mark out that is made by an operator in accordance” with the Act. N.J.S.A. 48:2-82(d)(4) & (f).

32. Upon information and belief, CSX failed to timely commence its excavation pursuant to the Act and the applicable regulations.

33. CSX failed to protect and preserve the Borough’s Mark-Out, and failed to provide any new notification for the work CSX performed on January 26, 2021. N.J.S.A. 48:2-82.

34. CSX’s failure to preserve the Borough’s Mark-Out and to provide additional notice is *prima facie* evidence that the Borough’s damages were caused by CSX’s negligence. N.J.S.A. 48:2-89.

35. As a result of CSX’s failure to comply with the Act, the Borough was damaged due to the loss of the Sewer Pipe.

36. Pursuant to the Act, an excavator that damages an underground facility in violation of the Act is liable for all costs, labor, parts, equipment, and personnel downtime, incurred by the operator. N.J.S.A. 48:2-80.

COUNT TWO

COMMON LAW NEGLIGENCE & NEGLIGENCE RES IPSA LOQUITUR

37. The Borough incorporates paragraphs 1 through 36 as if fully set forth herein.

38. CSX owed the Borough a duty of care while performing boring and excavation

work at the Property on and around the Sewer Pipe.

39. CSX's actions and inactions breached the duty of care it owed to the Borough, including the negligent planning, performance, and supervision of employees and agents, in conducting boring and excavation activities which compromised the integrity of the Sewer Pipe.

40. CSX's breach of duty was the direct and proximate cause of the damages to the Sewer Pipe.

41. The events and instrumentalities which caused the Borough's damages were peculiarly within CSX's direction and control.

42. The events and circumstances complained of would, in all probability, not have occurred in the absence of lack of due care on the part of CSX, and such negligence on the part of CSX is presumed.

COUNT THREE

TRESPASS

43. The Borough incorporates paragraphs 1 through 42 as if fully set forth herein.

44. CSX's boring activities caused the unauthorized entry of dirt, debris, and materials from its Property into the Borough's Sewer Pipe.

45. As a result of CSX's unauthorized entry, the Borough was damaged.

COUNT FOUR

STRICT LIABILITY

46. The Borough incorporates paragraphs 1 through 45 as if fully set forth herein.

47. CSX's construction activities created the existence of a high degree of risk of harm to the Borough's property.

48. CSX's construction activities involved a high likelihood that resulting harm to the

Borough's property would be great.

49. CSX's construction activities are not a matter of common usage.

50. CSX's construction activities were inappropriate to the place where it was carried on.

51. CSX's construction activities involved dangerous attributes which greatly outweighed the value to the community.

DEMAND FOR RELIEF

Pursuant to the above counts, the Borough demands relief as follows:

- (a) Compensatory, incidental, and consequential damages;
- (b) All additional damages available pursuant to the New Jersey Underground Facility Protection Act (the "Act"), N.J.S.A. 48:2-75 et seq.;
- (c) Market value of destroyed property; replacement cost of destroyed property; repair costs, loss of use damages;
- (d) Punitive damages;
- (e) Prejudgment interest;
- (f) Post judgment interest, including those as noted in the emergency bonds used to pay for the repairs of damage done;
- (g) Attorneys' fees and costs; and
- (h) Such other relief as the court deems equitable and just.

DESIGNATION OF TRIAL COUNSEL

Marc E. Leibman, Esq., and Rafael Corbalan, Esq., is hereby designated as trial counsel.

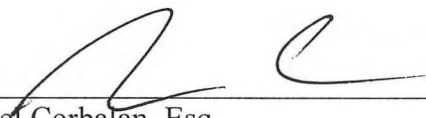
CHIESA, SHAHINIAN & GIANTOMASI, P.C.

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West Orange, NJ 07052
T: 973-530-2326
Attorneys for the Borough

BY: 

Marc E. Leibman, Esq.
NJ Atty. ID No. 023141996
Counsel
E: mleibman@csglaw.com

Dated: November 17, 2022

BY: 

Rafael Corbalan, Esq.
NJ Atty. ID No. 162912015
Associate
E: rcorbalan@csglaw.com

Dated: November 17, 2022

CERTIFICATION OF SERVICE

I, Rafael Corbalan, Esq., certify that on this day I caused the instant Complaint for Property Damages to be sent via Certified Mail and electronically uploaded with the United States Surface Transportation Board at <https://www.stb.gov/proceedings-actions/e-filing/>, and that I caused a copy to be personally served upon CSX Transportation, Inc., at the following addresses:

CSX Transportation, Inc.
500 Water Street,
Jacksonville, Florida 32202

CSX Transportation, Inc. c/o
The Corporation Trust Company
820 Bear Tavern Road,
West Trenton, New Jersey 08628

CHIESA, SHAHINIAN & GIANTOMASI, P.C.
One Boland Drive,
West Orange, NJ 07052
T: 973-530-2326

Attorneys for the Borough

Dated: November 17, 2022

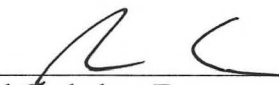
BY: 
Rafael Corbalan, Esq.
NJ Atty. ID No. 162912015
Associate
E: rcorbalan@csglaw.com

EXHIBIT A

This Agreement, made this 10th day of August, 1925, between THE NEW YORK CENTRAL RAILROAD COMPANY, hereinafter called First Party, and the BOROUGH OF DUMONT, a municipal corporation organized and existing under the Laws of the State of New Jersey,

hereinafter called Second Party,

Witnesseth, that the parties hereto, in consideration of the covenants and agreements hereinafter contained, covenant and agree as follows:

First Party hereby licenses and permits, but without warranty, the Second Party, to lay and maintain one (1) eight inch cast iron pipe sewer, encased in concrete, through the lands and under the roadway and tracks of the River Division of the West Shore Railroad of the First Party, within the limits of Maple Avenue, at a point 1826 feet south of the Station of Dumont, in the Boroughs of Bergenfield and Dumont, County of Bergen, State of New Jersey; also lay and maintain one (1) twelve inch cast iron pipe sewer, encased in concrete, through the lands and under the roadway and tracks of the River Division of the West Shore Railroad of the First Party, within the limits of New Milford Avenue, at a point 1230 feet north of the Station of Dumont, in the Borough of Dumont, County of Bergen, State of New Jersey; said sewers to be constructed and maintained in the manner _____

Of the rails of the railroad of First Party, and at the points shown upon the map or blueprint thereof, which is hereto attached and hereby made a part of this instrument, all of which is hereinafter referred to as the "WORK," upon the following terms and conditions, all of which Second Party covenants and agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First Party, or his duly authorized agent, and as will not interfere with the proper and safe use, operation, and enjoyment of the property and railroad of First Party. Second Party shall after the doing of said WORK restore the premises of First Party to the same or as good a condition as they were in prior to the commencement of the doing of said WORK.

SECOND: All the work to be done by Second Party, or by the contractors, agents or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor.

THIRD: First Party may, at its election, do all the work within the exterior lines of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, through its lands and across its roadway and tracks, and all of said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested so to do by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party is insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional work.

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of First Party, or his duly authorized agent, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided.

SIXTH: Second Party shall and will at all times hereafter indemnify and save harmless First Party from and against any and all detriment, damages, losses, claims, demands, suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use or presence of said WORK as permitted by this license or resulting from the removal thereof.

SEVENTH: This agreement and the license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving thirty (30) days' written notice to Second Party or by posting such notice in a conspicuous place where said WORK has been done; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

EIGHTH: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever, in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes or other structures, except those herein mentioned and shown on the blueprint hereto attached, be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing or placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other or further action on the part of either party; and Second Party covenants and agrees that, in case the said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned, said Second Party shall, within sixty (60) days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and, if, after the expiration of said sixty (60) days, the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to said Second Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon bill therefor rendered to Second Party.

The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, successors and assigns of the parties hereto respectively.

In Witness Whereof, the parties hereto have duly executed this instrument in duplicate the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY,

By

George W. ...
Chief Engineer.

*OK
G. W.*



Bensch

BOROUGH OF DUMONT

By

W. R. DeLoe
Mayor.

STATE OF

COUNTY OF

ss.:

On this day of
before me personally came

to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

STATE OF

COUNTY OF

ss.:

On this day of
before me personally came

who, being by me duly sworn, did depose and say that he resides in , to me known;
of the ; that he is the

the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

State of New ~~Jersey~~
County of ~~Bergen~~

ss.:

On this 19 day of August 1925
before me personally came *William J. Berch*
to me personally known and known to me to be the ~~City~~ ^{Borough} Clerk and Clerk of the Common Council of the ~~City of Dumont~~ ^{Borough}, who, being by me duly sworn, did depose and say:
That he resides in the said ~~City~~ ^{Borough}
that he is the ~~City~~ ^{Borough} Clerk and Clerk of the Common Council of the said ~~City~~ ^{Borough}
that he knows the corporate seal of the said ~~City~~ ^{Borough}
that the seal affixed to the foregoing instrument is the corporate seal of said ~~City~~ ^{Borough} and was affixed thereto by authority of the Common Council of said ~~City~~ ^{Borough}, and that he attested the seal by the like authority.

AK
FW
Frederick M. Hallack
Master in Chancery of N.J.

State of New ~~Jersey~~
County of ~~Bergen~~

ss.:

On this 19th day of August 1925
before me personally came *Stephen W. DeLois*
to me personally known and known to me to be the Mayor of the ~~City of~~ ^{Borough} ~~Dumont~~
one of the corporations described in and which executed the foregoing instrument, who, being by me duly sworn, did depose and say:
That he resides in the said ~~City~~ ^{Borough}
that he is the Mayor of the said ~~City~~ ^{Borough} of ~~Dumont~~ ^{Dumont}; that he executed the foregoing instrument under and pursuant to a resolution of the Common Council of the ~~City~~ ^{Borough} of ~~Dumont~~ passed on the 19th day of August 1925, for that purpose, authorizing and directing him to execute the foregoing instrument.

AK
FW
Frederick M. Hallack
Master in Chancery
N.J.

EXHIBIT B

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, made and effective as of February 9, 2021 (the "Effective Date") by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "First Party," and BOROUGH OF DUMONT, a municipal entity of the State of New Jersey, whose mailing address is 80 West Madison Avenue, Dumont, New Jersey 07628, hereinafter called "Second Party," WITNESSETH:

WHEREAS, by agreement dated August 10, 1925, (the "Agreement"), First Party's predecessor provided the Second Party the desire to construct and maintain one eight inch (8") cast iron pipe sewer encased in concrete and one twelve inch (12") cast iron pipe sewer encased in concrete, hereinafter called "Work," under or across property owned or controlled by First Party;

WHEREAS, Second Party desires abandon in place the existing eight inch (8") cast iron pipe sewer encased in concrete and install one new eight inch (8") sewer pipe;

WHEREAS, First Party is agreeable to amend the Agreement subject to the terms and conditions of this Amendment Agreement;

WHEREAS, "Work" is hereby termed "Encroachment".

NOW THEREFORE, this Amendment Agreement will serve to amend and list all current Encroachments under the Agreement between First Party and Second Party, as follows:

- a. One (1) existing eight inch (8") cast iron pipe sewer encased in concrete to be abandoned in place per First Party's specifications located at or near Dumont, Bergen County, New Jersey, Milepost QR-12.54;
- b. One (1) existing twelve inch (12") cast iron pipe sewer encased in concrete located at or near Dumont, Bergen County, New Jersey, Milepost QR-13.12;
- c. One (1) eight inch (8") sewer pipe located at or near Dumont, Bergen County, New Jersey, Milepost QR-12.54;

hereinafter, collectively called "Encroachment" as shown on the original map dated August 6, 1925 and the print labeled Exhibit "A" dated February 8, 2021, attached hereto and made a part hereof;

1. Exhibit "A" dated February 8, 2021 attached hereto, and by this Amendment shall be incorporated into and made a part of the Agreement.
2. Except as provided in this Amendment Agreement, all other terms and conditions of the Agreement shall remain in effect.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate.

Witness for First Party:

CSX TRANSPORTATION

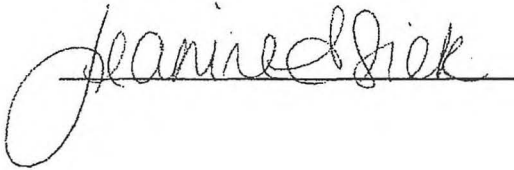
By: _____

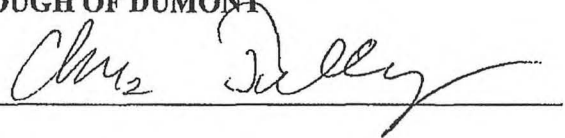
Print/Type Name: _____

Print/Type Title: _____

Witness for Second Party:

BOROUGH OF DUMONT



By: 

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Second Party to the terms and conditions of this Amendment Agreement.

Print/Type Name: Chris Tully

Print/Type Title: Borough Administrator

Tax ID No.: 226001753

Authority under Ordinance or

Resolution No. 21-85,

Dated 2/10/21.