

AMENDED INTERGOVERNMENTAL AGREEMENT

THIS AMENDED AGREEMENT ("Agreement") dated as of July 1, 2026 by and between the CITY OF BRIGANTINE, a municipal corporation of the state of New Jersey ("Brigantine") having its offices located at 1417 W. Brigantine Avenue, Brigantine, NJ 08203, and the CITY OF ATLANTIC CITY, ("Atlantic City"), a municipal corporation of the State of New Jersey, having its offices at City Hall, Atlantic City, New Jersey 08401. Brigantine and Atlantic City may each

WHEREAS, 846 has obtained approvals to develop a portion of Block 846 as shown on the tax map of the City of Atlantic City (the "Property") for a project known as Sunset Point not to exceed twenty (20) residential units in accordance with the design previously presented to the City of Brigantine and approved pursuant to Atlantic City Planning Board Resolution #26 of 2025 (the "Project");

WHEREAS, a previous Intergovernmental Agreement for up to a 24 unit project was entered into by the parties on May 21, 2010;

WHEREAS, the Property is located at the foot of the northerly end of the Brigantine Boulevard Bridge in Atlantic City with boundaries consisting of Absecon Inlet and Brigantine;

WHEREAS, in recognition of the physical separation of the Property from the main portion of Atlantic City and the proximity to Brigantine, Brigantine will provide municipal water and sewer service to the Property to support the Project pursuant to a separate agreement;

WHEREAS, Brigantine has previously reviewed the Project and has determined that a project of up to 24 residential units, will not have an adverse impact on traffic or otherwise pose an undue burden on Brigantine's infrastructure and based upon the foregoing, Brigantine is willing to supply water and sewer service to the Project; and

WHEREAS, the Parties desire to enter into this Agreement for the provision of certain municipal emergency services to the Property by Brigantine for the consideration as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations and agreements contained herein and for other good and valuable consideration, the Parties AGREE as follows:

1. Recitals. The preambles of this Agreement are hereby specifically incorporated in verbatim into this paragraph.

2. Services for the Property. In consideration of the terms and conditions herein, Brigantine shall provide water and sewer service, consistent with same provided to its residents, to the Project (the "Services") directly to each resident unit with direct payment of water fees by

the resident/owner to the City of Brigantine, and the City of Brigantine shall bill sewer fees to the Atlantic City Sewerage Company ("ACSC"). Nothing in this Agreement shall require Brigantine to provide any other services to the Property. Atlantic City shall provide police, fire and emergency services to the Property.

3. Payment. The City of Brigantine shall collect 100% of the sewer and water fees due and owing for each unit, with direct payment of water fees by the resident/owner to the City of Brigantine, and the City of Brigantine shall bill sewer fees to ACSC pursuant to a separate agreement.

4. Pursuant to the previous May 21, 2010 agreement, Atlantic City shall submit to the City of Brigantine 20% of the "municipal" portion of property taxes collected on each property.

5. Term. The term ("Term") of this Agreement shall begin on the Commencement Date (as hereinafter defined) and continue for a term of Ninety-Nine (99) years ending on 2125. This Agreement shall automatically renew for consecutive Ninety-Nine (99) year terms unless notice is given by either party within (2) years of the of the end of the Term or any renewal thereof and such notice is also given to the property owners within the Project.

6. Representations and Warranties of Brigantine. Brigantine represents and warrants that:

a. Brigantine is a municipal corporation of the State of New Jersey and possesses full authority and legal right to execute, deliver and perform its undertakings and obligations under this Agreement.

b. This Agreement constitutes a legal, valid and binding obligation of the Brigantine enforceable against Brigantine in accordance with the terms.

c. Brigantine is authorized to enter into this Agreement pursuant to an action taken by its governing body on _____, 2026.

7. Representations and Warranties of Atlantic City. Atlantic City represents and warrants that:

a. Atlantic City is a municipal corporation of the State of New Jersey and possesses full authority and legal right to execute, deliver and perform its undertakings and obligations under this Agreement.

b. This Agreement constitutes a legal, valid and binding obligation of Atlantic City enforceable against Atlantic City in accordance with the terms

c. Atlantic City is authorized to enter into this Agreement pursuant to Resolution No. 366 adopted on May 13, 2026.

8. Conditions Precedent. The Term of this Agreement shall commence upon the issuance of all necessary governmental approvals and permits required to commence construction of the Project (the "Commencement Date").

9. Third-Party Beneficiary. The Parties acknowledge and agree that Block 846 Associates, LLC, its successors and assigns, is a third-party beneficiary to this Agreement.

10. Indemnification. Brigantine and Atlantic City shall defend, indemnify, protect and hold harmless each other and their respective agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of, any act, error, or omission of such Party and their respective contractors, agents, servants, and employees in connection with any matter arising out of this Agreement.

11. Assignment. Brigantine and Atlantic City shall not assign any interest in this Agreement and shall not transfer any interest in same without the prior written approval of the other Party or Block 846 Associates, LLC.

12. Waiver. No consent or waiver, express or implied, by either Party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such Party hereunder. Failure on the part of any Party hereto to complaint of any act or failure to act of the other Party or to declare the other Party in default hereunder, irrespective of how long such failure continues, shall not constitute and a waiver of such Party hereunder.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the matters covered herein. All prior negotiations, representations and agreements with respect thereto not incorporated in this Agreement are hereby cancelled.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Each Party irrevocably consents to the exclusive jurisdiction of the Superior Court of the State of New Jersey and to venue in Atlantic County in any and all actions and proceedings under this Agreement. Any service of process or other notice in any action, suit or proceeding shall be effected in accordance with Paragraph 14 below.

15. Notices. All notices, consents, and other communications hereunder must be given in writing and delivered to the following addresses:

a. To Atlantic City at: City Solicitor
City of Atlantic City
City Hall, Suite 707
Atlantic City, New Jersey 08401

b. To Brigantine at: City Solicitor
1417 W. Brigantine Avenue

Brigantine, New Jersey 08203

c. With a Copy to: Block 846 Associates LLC
ATTN: Robert Adinolfi, COO
3663 Route 9 North, Suite 202
Old Bridge, NJ 08857

Or to such other address either Party may from time to time designate pursuant to this Section. Any notice shall be sent by certified mail, return receipt requested, nationally recognized express mail service, or by courier, and shall be deemed received upon receipt by the other Party.

16. Modification. This Agreement shall not be modified by any oral agreement, or by any implied agreement or custom, and no waiver by either Party of these provisions shall be deemed to have been made, unless in writing.

17. Enforceability. If any provisions hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision herein contained or render any other provision invalid or unenforceable to any extent whatsoever.

18. Benefit. Except as otherwise provided herein, the covenants contained in this Agreement shall apply to, inure the benefit of, and be binding upon the Parties hereto and their successors in interest.

IN WITNESS WHEREOF, the City of Atlantic City and City of Brigantine have caused this Agreement to be executed as of the date first above written.

CITY OF BRIGANTINE, a municipal
Corporation of the State of New Jersey

By: Paula Gecsei

Its: City Clerk

CITY OF ATLANTIC CITY, a municipal
corporation of the State of New Jersey

By: Marty Small, Sr.
Marty Small, Sr., Mayor

A6413

Resolution of the City of Atlantic City

No. 366

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

City Solicitor/s/ Michael J. Perugini

Chief Financial Officer/s/ Adetoro Aboderin

Prepared by City Solicitor's Office

Council Members SHABAZZ, RANDOLPH, MARSHALL & LACCA present the following Resolution:

RESOLUTION AUTHORIZING AMENDED RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE REDEVELOPMENT OF BLOCK 846

WHEREAS, Pursuant to Resolution 972 of 2008 the City of Atlantic City and the City of Brigantine (the "Parties") entered into an Intergovernmental Agreement concerning taxes and services to be provided for the development of Block 846, located on the Brigantine side of the Brigantine Bridge, as shown on the Atlantic City Tax Map ("Agreement"); and

WHEREAS, the Agreement is dated May 21, 2010, but never went into effect as the development stalled and now that the development is moving forward it is necessary for the Parties to Amend and Restate the Agreement; and

WHEREAS, Residents will get water and sewer from Brigantine and pay Brigantine directly for these services, Atlantic City shares 20% of the "municipal" portion of the property taxes collected, amended Restated Agreement attached; and

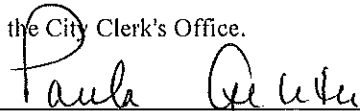
WHEREAS, this matter was presented and approved for action by the City Council Planning & Development Committee on May 6, 2026, and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Atlantic City that the Mayor or his designee is hereby authorized to execute and the City Clerk to attest to an **Amended Intergovernmental Agreement**, to be approved as to form by the City Solicitor, between the City of Atlantic City and City of Brigantine concerning taxes and services to be provided for the development of Block 846.

July 1, 2026 8:32 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
AHMED	X						KURTZ	ABSTAIN					
BAILEY	X						LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X				X	
RANDOLPH, PRESIDENT							X						
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: MAY 13, 2026


/s/ Paula Geletei, City Clerk