

TO: Maude Snyder, Bureau of Legal Services and Stewardship, Green Acres Program

DATE: December 19, 2018

Hudson County, North Bergen Township
James Braddock Park (Block 437.02, Lot 1)
Pre-K School Trailers/Diversion of Green Acres-Encumbered Parkland
State House Commission (SHC) File #s 0900005 (County), 0908003 (Township)
Response to "Pre-Application Completeness Review, Part 3" (Received 10/31/2017)

This response to the Green Acres Program staff's secondary review of the application SHC #0900005 and SHC #0908003 has been prepared jointly by Hudson County and North Bergen Township. The applicants have been requested to provide additional information as documented below. We understand that Green Acres Program staff will review the enclosed response with the original pre-application, and identify any remaining information that must be submitted to deem the application complete.

I. Description of the Proposed Diversion/Disposal

a. Acreage of the Parkland Proposed for Disposal or Diversion (N.J.A.C. 7:36-26.9(d)Iii).

i. Pump Station Wet Well and Future Sewer Connection

Utility plans for Temporary Classrooms Units at Braddock Park dated July 28, 2001 are enclosed as "Appendix 1. Utility Plans." The plans demonstrate the need to "connect new water line to existing inside water pit," and to "connect new temp sewage line to existing holding tank."

b. If applicable, a copy of the draft lease or use agreement and statement of total compensation proposed to be received by the applicant for the lease or use agreement (N.J.A.C. 7:36-26.9(d)Ivi).

The Township of North Bergen and County of Hudson are in receipt of the suggested edits and comments on the draft lease previously submitted to the Green Acres Program.

II. Environmental Assessment Report

At the recommendation of Green Acres Program staff, the submission of a revised Environmental Assessment Report is being withheld until additional proposed replacement properties are deemed eligible for consideration under Green Acres Program rules.

III. Land Valuation Forms

At the recommendation of Green Acres Program staff, the submission of land valuation form(s) for additional replacement property necessary to meet the 3:1 Ratio are being withheld until additional proposed replacement properties are deemed eligible for consideration under Green Acres Program rules.

The Township of North Bergen and County of Hudson have noted requirements regarding the submission of appraisals upon Green Acres' approval to proceed to the final application, Part 1. All appraisals submitted as part of the final application will be prepared in compliance with Green Acres appraisal requirements and will reflect the same date of value for the applicable properties previously submitted for the LWCF conversation application. The Township of North Bergen and County of Hudson will consult with the Green Acres Program staff about the scope of the appraisals and choice of appraisers before proceeding further.

a. Block 27 Lot 27, Paterson Plank Road Replacement Property

Pursuant to the Memorandum of Understanding between the County of Hudson and Township of North Bergen, the Township of North Bergen was responsible for negotiating the purchase price and paying for the cost of the acquisition. The Township of North Bergen negotiated a price for the acquisition that was most advantageous and beneficial to municipal tax payers, resulting in the saving of significant public funds. Since the purchase of the replacement property, land values in North Bergen, the greater Hudson County area, as well as northern New Jersey in general, have increased quickly and substantially. In this particular area, a number of large multi-unit residential spaces have been constructed to meet housing demand. The valuation, as explained by the appraisal document, considers recent comparable sales and other market conditions in determining the fair market value for the highest and best use of the property.

b. Block 437 Lots 2.01 and 2.02, River Road Replacement Property

This property was the subject of litigation. At that time, the County of Hudson and Township of North Bergen were provided with an appraisal value of \$730,000 that became the compensation for the taking purposes. The owner's expert alleged the property value at \$2,700,000. The condemnation commissioners valued the property at \$1,168,000. The owner appealed and the parties settled the litigation for \$1,410,000. Thus, the County acquired the Property for \$1,410,000, not \$730,000. A copy of that order of settlement has been previously provided to the Green Acres Program.

IV. Preliminary Compensation Proposal

Enclosed in “Appendix 2 – September 11 Resolution” is a resolution of the Hudson County Board of Chosen Freeholders “authorizing the County of Hudson to commence the diversion and conversion of a portion of Braddock Park in the Township of North Bergen in compliance with the State of New Jersey Green Acres Program and United States National Park Service Land and Water Conservation Fund State Assistance Program and entering into a Memorandum of Understanding with the Township of North Bergen relating thereto.”

a. Minimum Compensation Ratios for Replacement Land

The County of Hudson and Township of North Bergen recognize that the New Jersey Department of Environmental Protection has agreed to a reduction in the ratio of acreage of compensation to diverted property to 3:1 and will proceed accordingly to complete the diversion process.

i. Block 437 Lots 2.01 and 2.02, River Road, North Bergen Township

Enclosed in “Appendix 3. Hudson County CFO Letter” is a letter from the Chief Financial Officer of the County of Hudson, accompanied by supporting documentation, that shows that the funding used to acquire Block 437 Lots 2.01 and 2.02 was other than dedicated open space funding sources as defined in N.J.A.C. 7:36-26.10(d)ii(4).

Enclosed in “Appendix 4. Memorandum of Understanding” is the Memorandum of Agreement between the Township of North Bergen and County of Hudson referenced in the Hudson County Board of Chosen Freeholders Resolution No. 507-9-2014.

The Bird Sanctuary and the proposed River Road replacement land will be maintained in the usual course as is performed for all the parklands and recreational open spaces which are under the jurisdiction of the County of Hudson and in accordance with state and local rules and regulations for the maintenance of Green Acres encumbered property.

The removal of invasive vegetation at the Bird Sanctuary and the River Road replacement land has been completed.

Improvements to the Bird Sanctuary have been completed and the site is now open to the public. Enclosed in “Appendix 5. Bird Sanctuary Improvements” are photos of the completed work, as well as the original construction plans. Future maintenance plans of the replacement lands, consistent with the Bird Sanctuary, are detailed in “Appendix 6. Parks Maintenance Letter.”

Enclosed in “Appendix 7. Stormwater Runoff and Erosion/Sediment Control Measures Letter” is a letter from the County Engineer regarding future needs for stormwater runoff and./or erosion/sediment control measures within the boundaries of the replacement parcel.

ii. *Block 27 Lot 27, Paterson Plank Road, North Bergen Township*

Enclosed in “Appendix 8. North Bergen CFO Letter” is a letter from the Chief Financial Officer of the Township of North Bergen, accompanied by supporting documentation, that shows that the funding used to acquire Block 27 Lot 27 was other than dedicated open space funding sources as defined in N.J.A.C. 7:36-26.10(d)ii(4).

iii. *Additional Replacement Properties*

Additional replacement parcels necessary to meet the required 3:1 ratio will meet all criteria and documentation requirements for replacement land as specified in Attachment III of the Major diversion pre-application form and found at N.J.A.C. 7:36-26.10.

b. *Minimum Compensation for Loss of any Recreation or Conservation Facilities*

The minimum compensation for loss of any recreation or conservation facilities will be addressed upon the determination of replacement lands.

c. *Preliminary Assessment Report*

A Preliminary Assessment Report will be submitted to the Green Acres Program for any additional replacement property necessary to meet the 3:1 ratio of replacement land to diverted property.

V. **Copy of Deeds for Diverted and Proposed Replacement Properties**

a. *Block 437.02 Lot 1, James Braddock Park*

It is unclear why the deed for James Braddock Park dated 1976, which consolidated all the original deeds, has the acreage at 163 acres while the New Jersey tax data list the park acreage at 174 acres. The Hudson County Division of Planning affirms that the size of the park is 174 acres (which includes the park proper and the bird sanctuary). The County of Hudson has tasked an independent title company with investigating this discrepancy, however, it may not be possible to determine definitively where the error lies due to the age of the document in question. In any event, considering the size of Braddock Park and the size of the parcel to be diverted, the impact on the park at large remains substantially the same, regardless of

whether the deed is accurate in its tabulation of 163 acres or the New Jersey tax data is accurate in its tabulation of 174 acres.

b. Block 27 Lot 27, Paterson Plank Road

Enclosed in “Appendix 9. Paterson Plank Road Deed” is a reproduced version of the recorded deed for the proposed Paterson Plank Road replacement property, which includes survey information and other documentation that may have been illegible in previous submissions.

VI. Maps

a. Location/Tax Maps

Required maps are being withheld until additional proposed replacement properties are deemed eligible for consideration under Green Acres Program rules. Enclosed in “Appendix 10. Location – Tax Maps.”

b. Aerial Site Maps

Required maps are being withheld until additional proposed replacement properties are deemed eligible for consideration under Green Acres Program rules. Enclosed in “Appendix 11. Aerial Site Maps.”

c. Reference Maps

Required maps are being withheld until additional proposed replacement properties are deemed eligible for consideration under Green Acres Program rules. Enclosed in “Appendix 12. Reference Maps.”

APPENDIX 1.
UTILITY PLANS

APPENDIX 2.
SEPTEMBER 11
RESOLUTION

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON
RESOLUTION

No. 508-9-2014

On Motion of Freeholder *Liggio*
Seconded by Freeholder *Dublin*

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AUTHORIZING THE COUNTY OF HUDSON TO COMMENCE THE DIVERSION AND CONVERSION OF A PORTION OF BRADDOCK PARK IN THE TOWNSHIP OF NORTH BERGEN IN COMPLIANCE WITH THE STATE OF NEW JERSEY GREEN ACRES PROGRAM AND UNITED STATES NATIONAL PARK SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM AND ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE TOWNSHIP OF NORTH BERGEN RELATING THERETO

WHEREAS, the County of Hudson ("County") and the Township of North Bergen ("Township") entered into a lease agreement with subsequent amendments ("Lease") permitting for a date fixed under an agreed upon timeline for the temporary placement of school trailers for pre-school public students in a portion of Braddock Park ("Parcel"); and

WHEREAS, the Township has, to date, been unable to relocate the school trailers to a site which is suitable for the use of public school preschool activities so that the Parcel could be restored to parkland within the timeline set forth in the Lease; and

WHEREAS, although a public use, the Township's continued and indefinite use of the Parcel for non-recreational purposes is inconsistent with the State of New Jersey Green Acres ("Green Acres") regulations and the United States National Park Service Land and Water Conservation Fund State Assistance Program ("LWCF State Assistance Program"); and

WHEREAS, the County is now required under Green Acres and the LWCF State Assistance Program to commence the process of diverting and converting the Parcel from the parks system and to provide compensatory recreational property in accordance with same; and

WHEREAS, the County shall commence said diversion and conversion of the Parcel in accordance with Green Acres regulations and the LWCF State Assistance Program, said commencement to include but not be limited to the preparation and submission of the pre-application and final application and perform all activities related thereto, and to conduct and participate with the Township in all public hearings required including the scoping hearing pursuant to N.J.A.C. 7:36-26.8; and

WHEREAS, the County and the Township have each agreed to pay certain costs associated with diverting and converting the Parcel in accordance with Green Acres regulations and the LWCF State Assistance Program as a result of the Township's continued maintenance of same as a public school preschool; and

WHEREAS, the Township and the County agree to enter into a Memorandum of Understanding ("MOU") memorializing the terms whereby the parties will work cooperatively and collaboratively to perform all activities in furtherance of the diversion and conversion of the Parcel, the acquisition of compensatory recreational property, and the costs of same.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Hudson that:

1. The aforesaid recitals are incorporated therein as though fully set forth at length.
2. The Board hereby authorizes the County Executive, County Administrator, Deputy County Administrator or their lawfully appointed designee, to enter into the Memorandum of Understanding with the Township of North Bergen for the diversion and conversion of the Parcel including the acquisition of the required replacement compensatory property.
3. The Board further authorizes the County Executive, County Administrator, Deputy County Administrator or their lawfully appointed designee, subject to compliance with the Local Public Contracts Law, to execute any and all documents necessary for the purpose of performing or carrying out any studies, surveys, tests, soundings, borings, appraisals, title searches and title reports, as necessary to determine the value, boundary, ownership, interests or environmental condition of the Parcel, and as required by Green Acres regulations and the LWCF State Assistance Program for the diversion and conversion of the Parcel.

4. The Board further authorizes the County to conduct and to participate with the Township of North Bergen in all public hearings required by Green Acres regulations and the LWCF State Assistance Program including the scoping hearing pursuant to N.J.A.C. 7:36-26.8.

5. The Board further authorizes the County Executive, County Administrator, Deputy County Administrator or their lawfully appointed designee to negotiate and to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

6. This resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst.	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Cifelli	/				Rivas	/			
DiDomenico	/				Romano	/			
Dublin	/				Maldonado	/			
Liggio	/				Chairperson Munoz	/			
O'Dea	/								

Sept. A.D. 2014, the foregoing resolution was adopted with 9 members voting in the affirmative and 0 in the negative.

APPROVED AS FOLLEGAL FORM

BY: DONATO J. BATTISTA
HUDSON COUNTY COUNSEL

Source: Law
SMC:dmp

Clerk

APPENDIX 3.
HUDSON COUNTY CFO
LETTER



COUNTY OF HUDSON
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF THE DIRECTOR
ADMINISTRATION ANNEX
567 PAVONIA AVENUE, 3RD FLOOR
JERSEY CITY, NEW JERSEY 07306

THOMAS A. DeGISE
COUNTY EXECUTIVE

PHONE: (201) 795-6077 X6131
FAX: (201) 369-3411

CHERYL G. FULLER
DIRECTOR

May 25, 2018

Caroline Armstrong
Department of Environmental Protection
Green Acres Program
Mail Code 501-01
P.O. Box 420
Trenton, New Jersey 08625-0420

Re: Braddock Park Diversion Application
Acquisition of 7909 River Road, North Bergen
Block 437, Lots 2.01 & 2.02

Dear Ms. Armstrong:

In response to the New Jersey Department of Environmental Protection inquiry regarding the funding source for the acquisition of 7909 River Road, North Bergen (Block 437, Lots 2.01 & 2.02), the County by Ordinance (no. 715-12-2014) bonded for this and other capital projects, said Ordinance is attached hereto. No open space or green acres funds were used in the acquisition of the Property.

Very truly yours,

Cheryl G. Fuller
Treasurer/CFO

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON

Ord # 6.

ORDINANCE

No. 715-12-2014

On Motion of Freeholder Maldonado
Seconded by Freeholder Cifelli

AN ORDINANCE OF THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE ACQUISITION OF PROPERTIES AND RELATED COSTS FOR VARIOUS COUNTY PROJECTS, INCLUDING CONSTRUCTION OF A NEW CRIMINAL COURT HOUSE AND COUNTY PUBLIC WORKS GARAGE AND ACQUISITION OF PROPERTY FOR GREEN ACRES, BY AND IN THE COUNTY OF HUDSON AND APPROPRIATING \$53,167,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$50,507,000 IN BONDS OR NOTES OF THE COUNTY OF HUDSON TO FINANCE THE SAME

BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the County of Hudson, New Jersey (the "County"), as a general improvement. For the said improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of \$53,167,000, including the sum of \$2,660,000 as the down payment for the improvement or purpose required by the Local Bond Law. The down payment has been made available by virtue of the provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the said improvement or purpose not covered by application of the down payment or otherwise provided for hereunder, negotiable bonds are hereby authorized to be issued in the principal amount of \$50,507,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for which the bonds are to be issued is for the acquisition of properties for construction of a new Criminal Court House and Public Works Garage and acquisition of property for Green Acres including without limitation, 13 Oakland (Lot 13), 22-24 Cook (Lot 23), 27 Oakland Flynn House (lot 8), 15-23 Oakland M&H Developers (Lot 9.01), Magdy Nakhla Taxi Stand (Lots 2, 3, 4 & 5), Guarini

Properties (Lots 14, 15, 16, 17), Guarini Properties Lawyers Guild (Lots 18 & 19), Jersey City Parking Authorities (Lots 1, 6, 7, 24, 25, 26), Central Avenue Extension (Block 8101), Mary Alexandria Properties (Lots 23 & 24), Kook & Sons (Lots 14, 15, 16, 17 & 19.01), JCL Realty (Lots 22 & 25), Occidental Chemical Corporation (Block 1901, Lots 4-19), Arthur Balassone (Block 1101, Lots 2-9 and Lot 2.T01) and Block 1901, Lot 1 including, without limitation, such other related costs as survey, title, environmental, demolition and such other work as may be identified on a list on file from time to time with the Department of Finance and Administration, and including all other work and materials necessary therefor and incidental thereto..

(b) The maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer or the County Executive; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer or the County Executive. The Chief Financial Officer or the County Executive shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the Chief Financial Officer's or County Executive's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The Chief Financial Officer or the County Executive is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer or County Executive is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget or temporary capital budget (as applicable) of the County is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the

Section 7. Except for the grants described in Section 1, any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance and the amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

Section 8. The Chief Financial Officer or County Executive of the County is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the County and to execute such disclosure document on behalf of the County. The Chief Financial Officer or County Executive is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the County pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the County and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the County fails to comply with its undertaking, the County shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 9. The full faith and credit of the County is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the County, and the County shall be obligated to levy ad valorem taxes upon all the taxable real property within the County for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 10. The County of Hudson hereby covenants to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder issued as tax-exempt bonds or notes as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

Section 11. To the extent that any previous ordinance or resolution is inconsistent herewith or contradictory hereto, said ordinance or resolution is hereby repealed or amended to the extent necessary to make it consistent herewith.

**BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON**

ORDINANCE

No. _____

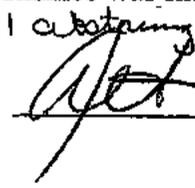
On Motion of Freeholder _____

Seconded by Freeholder _____

Section 12. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Freeholder	Aye	Nay	Abst.	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Cifelli	/				Romano	/			
DiDomenico	/				O'Des			✓	
Dublin	/				Rivas	/			
Liggio	/				Chairman Munoz				/
Maldonado	/								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 11 day of Dec. A.D. 2014, the foregoing ordinance was finally adopted with 7 members voting in the affirmative and 0 in the negative.

 Clerk

The foregoing ordinance having been duly presented to me, I hereby _____ the same

Dated: A.D. 2014

County Executive

APPENDIX 4.
MEMORANDUM OF
UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, the “Memorandum” or “MOU”) is made by and between the County of Hudson a body corporate and politic, having offices at 567 Pavonia Avenue, Jersey City, New Jersey (the “County”); and the Township of North Bergen, having offices at 4233 Kennedy Boulevard, North Bergen, New Jersey (the “Township”), who collectively may herein be referred to as the “Parties,” relating to the proposed diversion of a portion of parkland located within James J. Braddock North Hudson County Park, Bergenline Avenue, North Bergen, New Jersey, as further described below:

WHEREAS, the County is the fee simple owner of approximately 167 acres of property comprising James J. Braddock North Hudson County Park, located at Bergenline Avenue, North Bergen, New Jersey, as more particularly described and delineated in **Exhibit A** attached hereto (“Braddock Park”); and

WHEREAS, all or part of this property was purchased with funding from and is encumbered by the regulations of the State of New Jersey Green Acres Program and the United States National Park Service Land and Water Conservation Fund State Assistance Program (“LWCF State Assistance Program”); and

WHEREAS, on October 19, 2011, the Parties entered into a Lease Agreement, attached hereto as **Exhibit B**, which provided for the Township’s temporary use of a portion of parkland

of Braddock Park, as more particularly described and delineated in **Exhibit C** attached hereto (the "Parcel"), as a public school preschool for Township students; and

WHEREAS, on November 2, 2011, the Parties executed an Addendum Amending the Lease Between the Township of North Bergen and the County of Hudson for the Placement of School Trailers in a Portion of Braddock Park, attached hereto as **Exhibit D**, to set forth a timeline for the Township's completion of public school preschool activities and restoration of the Parcel to parkland; and

WHEREAS, on June 25, 2013 the Parties executed a Second Addendum Amending the Lease Between the Township of North Bergen and the County of Hudson for the Placement of School Trailers in a Portion of Braddock Park, attached hereto as **Exhibit E**, to extend the timeline for the Township's completion of public school preschool activities and restoration of the Parcel to parkland; and

WHEREAS, the Township has, to date been unable to relocate the School Trailers to a site within the Township which is suitable for the use of public school activities so that the Parcel could be restored to parkland within the timeline; and

WHEREAS, the Township has determined that it is in the best interest of the students to continue to use the parcel for public school uses such as a public preschool for Township students and now wishes to indefinitely continue the use of the Parcel; and

WHEREAS, Green Acres regulations require that any parkland occupied non-recreationally for longer than 2.5 years be diverted from the park system, N.J.A.C. 7:36-25.14(b)(2)(i), (iii), and replaced with compensatory recreational property; and

WHEREAS, the LWCF State Assistance Program requires that any parkland occupied non-recreationally for longer than six (6) months be converted from the park system and replaced with compensatory recreational property; and

WHEREAS, although a public use, the Township's continued and indefinite use of the Parcel for non-recreational purposes is inconsistent with Green Acres regulations and the LWCF State Assistance Program, requiring the County, as the property-owner, to now begin the process of diverting and converting the Parcel from the parks system and to provide compensatory recreational property in accordance with same; and

WHEREAS, the County has identified the following properties (the "Diversion Parcels") which will provide the compensatory recreational property in accordance with Green Acres regulations and the LWCF State Assistance Program, said Diversion Parcels being as follows:

1. 7903-7909 River Road, North Bergen (Block 437, Lot 2.01 & 2.02).
2. 1811 Paterson Plank Road, North Bergen (Block 27, Lot 27).
3. County right of way under the 14th Street Viaduct, Hoboken, said area running from Grand Street west to the NJ Transit Hudson-Bergen Light Rail line; and

WHEREAS, the Township has agreed to pay certain costs associated with diverting the Parcel in accordance with Green Acres regulations as a result of its continued maintenance of the same as a non-recreational public use.

NOW THEREFORE, in an effort to facilitate the diversion of, conversion of, and compensation for the Parcel in accordance with Green Acres regulations and the LWCF State Assistance Program, the Parties hereby agree to enter into this MOU that will establish a framework for the Parties to work cooperatively and collaboratively:

Section 1. The Parties.

- a. Green Acres Diversion Process. The Parties have or will cooperatively undertake the following diversion activities in accordance with Green Acres regulations:
 - i. Attend a pre-application conference in accordance with N.J.A.C. 7:36-26.9(a)-(c).
 - ii. Hold a scoping hearing in accordance with N.J.A.C. 7:36-26.8.
 - iii. Hold a public hearing in accordance with N.J.A.C. 7:36-26.11(e)-(h).
 - iv. Preparation of all applications including the pre-application under N.J.A.C. 7:36-26.9, the final application under N.J.A.C. 7:36-26.11 and any amendments/revisions as required by Green Acres.
- b. LWCF State Assistance Program Conversion Process. The Parties have or will cooperatively undertake all activities in accordance with the LWCF State Assistance Program regulations to affect the Conversion Process.

c. Approval. The Parties have or will undertake the following approval activities:

- i. In accordance with N.J.A.C. 7:36-26.9(d)(11) and 7:36-26.11(i)(4), bring resolutions before the Hudson County Board of Chosen Freeholders, so the County may affirm and re-affirm its intent to divert the Parcel and replace it with compensatory property as outlined in Section 2(c.) of this MOU.
- ii. Jointly seek any and all other governmental approvals as necessary.

Section 2. The County.

a. Green Acres Diversion Process. The County will undertake the following diversion activities in accordance with Green Acres regulations:

- i. Submit a pre-application in accordance with N.J.A.C. 7:36-26.9(d).
- ii. Conduct an appraisal for both the Parcel as well as the Diversion Parcels in accordance with N.J.A.C. 7:36-8.3 and 7:36-26.10(f)(3), as well as Section 1(b)(ii.) of this MOU.
- iii. Obtain and remit compensatory property in accordance with N.J.A.C. 7:36-26.10 and 7:36-26.11(m)(2), as well as Sections 2(c.) and 4(a.) of this MOU.
- iv. Submit a final application in accordance with N.J.A.C. 7:36-26.11(a)-(b).
- v. Submit additional hearing information in accordance with N.J.A.C. 7:36-26.11(i).

b. LWCF State Assistance Program Conversion Process. The County will undertake the following conversion activities in accordance with the LWCF State Assistance Program regulations:

- i. Conduct an appraisal for both the Parcel as well as the Diversion Parcels in accordance with 36 C.F.R. § 59.3(b)(2) (2013), as well as Section 1(b)(ii.) of this MOU.
- c. Acquisition of Compensatory Property. The County will undertake the following acquisition activities:
 - i. Voluntarily acquire or condemn any or all of the Diversion Parcels.
 - ii. Upon acquisition, deed restrict the Diversion Parcels as parkland in accordance with the LWCF State Assistance Program and Green Acres regulations.
- d. Conveyance of Parcel. The County will undertake the following conveyance activities:
 - i. Upon its diversion, convey the diverted Parcel to the Township in accordance with Section 4(b.) of this MOU.
- e. Lease of 1811 Paterson Plank Road, North Bergen (Diversion Parcel #1). After acquisition of Diversion #1 as set forth in Section 3(b.) of this MOU, the County shall Lease Diversion Parcel #1 to the City of North Bergen. Said Lease, among other terms, shall be for nominal consideration, shall be for a term not to exceed fifty (50) years and shall be restricted to parkland in accordance with the LWCF State Assistance Program and Green Acres regulations.
- f. Amendment of Recreation and Open Space Inventory (ROSI): The County agrees to effectuate and bear all costs of effectuating any Amendments of the Recreation and Open Space Inventory (ROSI) in accordance with N.J.A.C. 7:36-25.3, required as a result of

the Parcel's diversion and/or the acquisition of compensatory property as outlined in Sections 2(c.) and 4(a.) of this MOU.

Section 3. The Township.

- a. Green Acres Diversion Process. The Township has or will undertake the following diversion activities in accordance with Green Acres regulations:
 - i. Conduct an appraisal for both the Parcel as well as the Diversion Parcels in accordance with N.J.A.C. 7:36-8.3 and 7:36-26.10(f)(3), as well as Section 1(b.)(ii.) of this MOU.
- b. Acquisition of 1811 Paterson Plank Road, North Bergen. The Township agrees to assist and cooperate in the County's acquisition of the compensatory property known as 1811 Paterson Plank Road, North Bergen ("Diversion Parcel #1"). The Township agrees to pay any and all costs incurred by the County in connection with the County's acquisition of Diversion Parcel #1. County costs shall include, but not be limited to the negotiated purchase price as set forth in the purchase agreement between the County and the Owner of Diversion Parcel #1 (said purchase agreement is attached hereto as **Exhibit F**), all costs incidental to the acquisition of Diversion Parcel #1, title insurance and survey, environmental assessments among others, and out-of-pocket costs and expenses of the County associated with the acquisition. The Township agrees that it will make timely payment or reimbursement to the County for all costs.
- c. Acquisition of 7903-7909 Paterson Plank Road, North Bergen. The Township agrees to pay certain costs incurred by the County in connection with the County's

acquisition of 7903-7909 Paterson Plank Road, North Bergen (“Diversion Parcel #2”). Those certain costs are subject to reasonable review and approval by the Township and are as follows:

- i. County’s cost to obtain an appraisal as required for the Diversion Process and the LWCF State Assistance Process.
- ii. County’s cost to obtain a Phase 1-environmental assessment/site investigation as required for the Diversion Process and the LWCF State Assistance Process.

The Township agrees to make timely payment or reimbursement to the County for these costs.

- d. Appraisal of County Right of Way under 14TH Street Viaduct, Hoboken. In the event appraisals are necessary for this Diversion Parcel, the Township agrees to obtain at the Township’s own cost one appraisal for the County right of way under the 14th Street Viaduct, Hoboken. All other costs associated with conformance of this parcel as Green Acres approved replacement property for this Diversion shall be assumed by the County.
- e. Consultant fees. The Township will pay any and all costs associated with the Consultant who the Township has engaged to assist and advise of the Diversion Process and the LWCF State Assistance Process. The Consultant services are not limited to, but include the preparation and filing of all necessary applications, the preparation and holding of all public hearings as well as all non-public advisory meetings.
- f. Attorney fees. The Township agrees to reimburse the County for all reasonable attorney fees associated with the Diversion Process and the LWCF State Assistance

Process. The reasonable attorney fees shall not exceed Fifty-Thousand (\$50,000.00) Dollars.

- g. Other Costs. Unless specifically provided otherwise in this MOU, the Township shall pay costs associated with the preparation and filing of the pre-application, scoping hearing, final application, final hearing and any additional information as required for the Diversion Process and LWCF State Assistance Process. Those costs include but are not limited to providing the place of the public hearing, the required public notices, transcripts and application filing fees, if any. Further, in the event the appraisals for the Parcel and the Diversion Parcels as obtained by the Township are required to be updated or amended to meet the requirements of the LWCF State Assistance Process, the Township shall pay any and all costs to update same.

Section 4. Conditions.

- a. Payment of Additional Costs. The County's financial obligation to acquire compensatory property as outlined in Section 2(c) of the MOU is expressly conditioned on the Township's compliance with this MOU.
- b. Maintenance of Parcel for Public Purposes. Subject to Green Acres written approval, the County shall convey the Parcel to the Township as outlined in Section 2(c) of this MOU conditioned upon the Township's continued maintenance of the Parcel for Public Purposes including but not limited to that of a public school (herein after referred to as "Public Purposes"). Provided said Green Acres approval has been provided, the Parties agree that the Deed conveying the Parcel will contain a reverter clause by which ownership of the Parcel will return to the County if at any point the

Township fails to utilize same for Public Purposes. In the case of a reversion pursuant to this section, it shall be the Township's sole cost and responsibility to restore and return the Parcel to its pre-use condition.

Section 5. Work Product. Upon termination of this MOU as provided in Section 7, all work-product generated by the collaborative efforts of the Parties as provided herein shall be owned by and be the property of the Parties. Until such time as additional binding agreements may be executed by the Parties, the Parties shall have no obligations to each other except as set forth in this MOU.

Section 6. Termination. This MOU shall terminate upon completion of all tasks as delineated herein.

Section 7. Timing. In recognition of the time-sensitive nature of the Green Acres diversion process, as well as the sequencing of activities that must occur in order to successfully effectuate this diversion and acquire compensatory property, the Parties will work in good faith and with diligent effort.

Section 8. Entire Agreement. This MOU constitutes the entire Agreement of the parties and supersedes any prior or contemporaneous writings, discussions, or agreements between the parties with respect to the subject matter hereof, and may not be modified, or amended except by a written agreement specifically referring to this MOU signed by all the parties hereto.

Section 9. Exhibits Attached. All Exhibits attached to this MOU and/or referred to in this MOU are incorporated herein, as though set forth in full.

Section 10. Severability. If any term or provision of this MOU or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this MOU, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this MOU shall be valid and shall be enforced to the extent permitted by law.

Section 11. Modification of Agreement. No modification, waiver, amendment, discharge or change of this MOU shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Section 12. Drafting Ambiguities; Interpretation. In interpreting any provision of this MOU, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this MOU, each party acknowledging that it and its counsel have had an opportunity to review this MOU and have contributed to the final form of same.

Section 13. Indemnification.

- a. Mutual Indemnification. Each Party shall hold harmless, and indemnify the other Party and its agents, servants, employees and representatives and pay any and all liability, loss, cost, damage, claims, judgments or expenses of any and all kinds or nature and however arising, which may be subject to or be caused to incur by reason of any claim, suit or action based upon or arising out of this MOU or actions taken thereunder.
- b. Attorneys' Fees. Each Party shall reimburse the other Party for attorney's fees, and all costs relating thereof, in event it is necessary that a Party engage its own attorneys and/or expert witnesses to defend in connection with any indemnification claim.
- c. Notice. Upon the commencement of any lawsuit referred to in this Section, or if and when any costs, expenses or damages described in this Section are incurred, the Party incurring said costs, expenses or damages or having been served with the commencement of any lawsuit shall provide prompt written notice thereof to the other Party.
- d. County Entity and Township Entity. All covenants, stipulations, promises, agreements and obligations contained in this MOU shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the County and the Township and not of any member, officer or employee of either the County or the Township in his/her individual capacity and no recourse shall be had for any claim based hereunder against any member, officer or employee of the County or Township or any natural person executing this MOU.
- e. Survival. The covenants and other provisions of this Section shall survive the termination of this MOU as to claims arising prior to its termination.

Section 14. Authority. This MOU has been duly authorized by virtue of certain Resolutions, attached hereto as **Exhibits G and H**, executed and delivered by the County and the Township, respectively, and shall constitute a legal, valid and binding obligation of both the County and the Township, respectively, enforceable in accordance with their terms. The signatories represent that by and through the attached Resolutions, they have the authority to execute this MOU on behalf of the Parties.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2014.

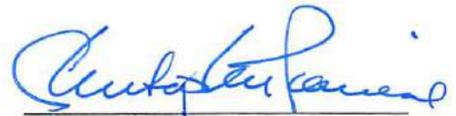
County of Hudson



Name: ABRAHAM ANTON
Title: County Administrator

Dated:

Township of North Bergen



Name:
Title:

Dated: 10/28/14

STATE OF NEW JERSEY)
: SS
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this 22nd day of Sept., Two Thousand and fourteen, before me, the subscriber, _____ personally appeared who being by me duly sworn according to law, on his oath says that he is the Clerk of the Board of Chosen Freeholders of the County of Hudson and that ABRAHAM ANTUN, is the Hudson County Administrator that he knows the corporate seal of said County of Hudson and that the seal affixed to the foregoing instrument is the seal of said County; that the said ABRAHAM ANTUN as Hudson County Administrator signed said instruments and affixed said seal thereto as his voluntary act and deed for the uses and purposes therein expressed, in attestation whereof, he the said ALBERTO G. SANTOS as Clerk, subscribed his name thereto.



ALBERTO G. SANTOS, CLERK
BOARD OF CHOSEN FREEHOLDERS

Subscribed and sworn to

before me this 22nd day

of Sept. 2014



Maria Corso

MARIA CORSO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 27, 2018
ID# 2108977

EXHIBIT A

AREA MAP OF BRADDOCK PARK



EXHIBIT B

LEASE BETWEEN NORTH BERGEN AND COUNTY OF HUDSON

LEASE AGREEMENT

**COUNTY OF HUDSON (LANDLORD)
TO
TOWNSHIP OF NORTH BERGEN (TENANT)**

This agreement made this *19th* day of *October* 2011, by and between the **COUNTY OF HUDSON**, a body politic and corporate of the State of New Jersey (referred to hereafter as the "County") whose address is 595 Newark Avenue, Jersey City, New Jersey and **TOWNSHIP OF NORTH BERGEN** (referred to hereafter as "Tenant") with offices located at 4233 Kennedy Boulevard, North Bergen, New Jersey 07047, herein designated as the Tenant:

WITNESSETH THAT, the County does hereby lease to the Tenant and the Tenant does hereby rent from the County a portion of Braddock Park which includes a parking lot area in the Township of North Bergen and for the Terms and Conditions as set forth in this Lease (herein referred to as "Premises").

UPON THE FOLLOWING CONDITIONS AND COVENANTS:

1. **TERM OF LEASE** The term of the Lease shall be for twenty-four (24) months beginning July 1, 2011 and ending June 30, 2013. Both the Tenant and the County shall each have the right to terminate this Lease at any time and for any reason during the term of the Lease by giving written notice of such termination at least ninety (90) days before the effective date of such termination.

2. **LEASED PREMISES** The Leased Premises are more particularly described as property adjacent to the Tenant's leased football stadium and track, which currently houses school trailers.

3. **USE OF PREMISES** The use of the Premises shall be for educational purposes, specifically for the education of public school pre-k students from the Township of North Bergen. In so using the Premises, Tenant is permitted to place trailers for use as classroom space and for the use of the adjacent parking lot for employees and teachers who staff and maintain those trailers. Said trailers shall be temporary and removable and shall not be permanently affixed to the Premises. On the day this Lease is terminated, for whatever reason, Tenant shall remove all trailers and property from the Premises, and the Premises shall be restored to its condition prior to the placement of the trailers. The Premises shall be used only for the purposes enumerated herein. Any change in use, discontinuation or diminishment in services shall constitute a breach of this agreement. The use of the Premises shall not interfere with the recreation/parkland use of the remaining area surrounding the Premises known as Braddock Park.

4. **GREEN ACRES** It is acknowledged by the County and the Tenant that the Premises to be leased are funded under the New Jersey Department of Environmental Protection, Green Acres program. The use of the Premises is subject to the requirements and regulations of that program. The County will commence pursuant to Green Acres requirements, pre-application for a major diversion of the Leased Premises. The submission of the pre-application, including the required public scoping hearing, will be completed by December 31, 2011. The Tenant shall cooperate with the preparation of

any document or report, filing, public hearing or other such Green Acres requirement necessary for the diversion process as set forth in N.J.A.C. 7:36-26 et.seq.

5. **RENT** The Tenant shall pay the sum annually of ten thousand (\$10,000.00) dollars, said sum being payable in quarterly payments and due the first day of the beginning of each quarter.

6. **NOTIFICATION OF ALTERNATE SITE** The Tenant agrees to provide in writing to the County and to the New Jersey Department of Environmental Protection Green Acres program a date certain as to when removal of the trailers would occur within six (6) months of the date of this lease.

7. **RESTORATION OF SITE** The Tenant agrees to restore the Premises to its condition prior to the placement of the trailers. Said restoration shall be within sixty (60) days of the date the trailers are removed.

8. **UTILITIES AND SERVICES (CARRYING CHARGES)** In addition to and as otherwise set forth in this Lease, Tenant shall be responsible for and pay when due all carrying charges which are or may be assessed or imposed upon the Premises. Those charges include but are not limited to: water, sewer, electricity, heating systems, cooling systems, trash disposal, all security services and systems, grounds/landscaping and snow/ice removal. If the carrying charges of the Premises are not paid, such charges will become payable as rent, and said rent being due within 30 days of demand being made by the County.

9. **MAINTENANCE AND REPAIRS** Tenant has examined the Premises and has entered into this Lease without any representation on the part of the County as to the condition thereof. The Tenant shall take good care of the Premises and shall at the

Tenant's own cost and expense, make all repairs, and shall maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant excepted. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but shall keep and maintain the same in a clean condition, free of debris, trash, refuse snow and ice.

10. **ALTERATIONS AND IMPROVEMENTS** No alterations, additions or improvements may be made without the written consent of the County.

11. **COMPLIANCE WITH LAWS, ETC.** Tenant shall comply with the provision of this lease, all applicable requirements of N.J.A.C. 7:36 et.seq. and any deed restriction pertaining to the Leased Premises. Further Tenant's use shall comply with the provisions of this Lease, the requirements of N.J.A.C. 7:36 et.seq. and any deed restrictions pertaining to the Leased Premises.

The Tenant shall promptly comply will all laws, statutes, ordinances, rules, orders, regulations, requirements and directives of the Federal, State and Municipal government or Public Authorities, and of any and all their departments and bureaus, applicable to and affecting said Premises or the use and occupancy of the Premises during said term; and shall also promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwritings or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

12. **ASSIGNMENT AND SUBLEASE** The Tenant shall have the right to sublet the Lease to the North Bergen Board of Education for the purposes set forth herein. In that event, the North Bergen Board of Education shall abide by all terms and conditions of the Lease, and further, the term "Tenant" as used in this Lease shall also refer to the North Bergen Board of Education, Sublessee. Further, the Tenant shall remain responsible and liable for the faithful performance of the Lease. The Tenant shall not without the written consent of the County, assign, mortgage or hypothecate this lease, not sublet or sublease the Premises or any part thereof to any other person or entities other than the North Bergen Board of Education without the County's written approval.

13. **RESTRICTION OF USE** The Tenant shall not occupy or use the Leased Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purposes deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty

14. **INSURANCE COVERAGE** The Tenant shall provide and maintain at their own cost and expense the following insurance policies:

a. **General Liability**

The Tenant shall provide and maintain Comprehensive General Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) per Occurrence and Two Million Dollars (\$2,000,000) per aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. The insurance required under this section shall protect the Tenant against damage claims which may arise from operations under this lease whether such operations are by the insured or by anyone

directly or indirectly employed by the Tenant and also against any of the special hazards which may be encountered in performance of this agreement.

b. Workers Compensation and Employers Liability Insurance

Tenant shall provide and maintain Workers Compensation and Employees Liability Insurance to the extent of the maximum limit of liability for injuries and death as required by applicable statutes, ordinances and regulations. In the event any work is sublet, the Tenant shall require the Subcontractor to similarly provide said insurance Workers Compensation and Employees Liability Insurance for the latter's employees unless such employees are covered by protection afforded by the Tenant's Worker Compensation.

c. Property Insurance

The Tenant, at their own cost and expense, shall be required to provide and maintain property insurance protecting the County. The coverage shall be written for 100% of the replacement value of this property subject to a deductible of not more than One Thousand Dollars (\$1,000.00). The form of coverage shall be All-Risk Form. All property losses shall be made payable to and adjusted with the County, and minimum amount of this coverage shall be (One Hundred and Fifty Thousand Dollars) \$150,000.00.

d. Motor Vehicle Liability

Should motor vehicles be used in connection with Tenant's operations, a policy of Comprehensive Automobile Liability with combined single limit of liability per occurrence of One Million Dollars (\$1,000,000.00) for bodily injury and property damage.

e. Any Other Insurance Required by Law

Any other policy which may be required by law or regulation as a condition to the Tenant's continued licensing or other required permits, needed for the conduct of Tenant's operations.

f. Additional Insurance Requirements

All insurance policies shall name the County and as required under Green Acres rules and regulations, name the Department of Environmental Protection as additional insureds.

All of the above policies shall be subject to continuous examination by the County. If at any time, the foregoing policies or company issuing such policies shall be or become unsatisfactory to the County, the Tenant shall upon notice promptly obtain a new policy, submit same to the County Law Department and submit a Certificate of Insurance as provided herein. Upon failure to furnish, deliver and maintain such insurance as provided herein, this Lease, at the election of the County Counsel, may be declared, suspended, discontinued or terminated. Failure of the Tenant to take out and maintain any required insurance shall not relieve the Tenant from any liability under this Lease nor shall the requirements be construed to conflict with or otherwise limit the obligations of the Tenant concerning indemnification. The Tenant shall in no way be precluded from carrying such other insurance as it deems necessary and proper for the safe and efficient operation of its Unit.

Said insurance shall be obtained from insurance companies licensed in the State of New Jersey that have ratings of an "A" or better (A.M. Best's). Coverage shall not be cancelled or altered without thirty (30) days prior written notice by certified mail to the

insured and to the County prior to its taking effect. Should such notice be received, the Tenant shall within ten (10) days, procure the same coverage from another insurer, and if coverage is not obtained, then the County may obtain the same at the cost and expense of the Tenant.

Insurers shall have no right of recovery or subrogation against the County, including its Agents or Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.

15. **INCREASE OF INSURANCE** It is the intent of the parties that the insurance requirements mandated by herein shall at all times be adequate to protect the County from liability. Therefore, the parties agree, from time to time, to evaluate the insurance obligations of the Tenant, both as to types of coverage and the limits of coverage, to make certain that the insurance provided adequately protects the County from liability given the existing prevailing standards for this type of coverage. In the event it is determined by the County, which determination shall not unreasonably be made, that the type of insurance coverage and/or limits of insurance coverage is inadequate under the standard set forth in herein, then the Tenant agrees to provide such coverage as requested by the County. In the event that the Tenant determines that the coverage requested by the County is unreasonable and the parties are unable to resolve the matter, either party at any time may request mandatory arbitration from the American Arbitration Association or equivalent organization. Each party shall pay its own fees.

16. **INDEMNIFICATION** The Tenant shall indemnify the County, New Jersey Department of Environmental Protection Green Acres Program, the Board of

Chosen Freeholders, their officers, agents, employees and servants from and against any and all liability, claims, suits, damages, costs, losses and expenses caused by, resulting from, or based upon the negligent or intentional acts or omissions of the Tenant, its agents, servants, employees or invitees arising out of or relating to Tenant's use or occupancy of the Premises, or performance under this Lease. In addition, the Tenant shall at Tenant's own expense, appear and defend all actions and pay any costs of the County thereto including attorney's fees, and if any judgment shall be rendered against the County, Tenant shall satisfy and discharge that judgment.

17. **REMOVAL OF TENANT'S PROPERTY** Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, upon the Tenant eviction shall be considered as abandoned and the County will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expenses of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

18. **NON-WAIVER BY COUNTY** The various rights, remedies, options and elections of the County under this lease are cumulative. The failure of the County to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this lease or the acceptance by the County of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the County of any such conditions and

covenants, options, elections or remedies, but the same will continue in full force and effect.

19. **NON-PERFORMANCE BY COUNTY** This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the County's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the County.

20. **VALIDITY OF LEASE** If any provision of this Agreement shall be invalid or unenforceable, the remainder of this agreement shall not be affected thereby. The terms, conditions, covenants and provisions of this lease will be deemed to be severable. If any provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable laws, it will not affect the validity of any other clause or provision in this lease, but such other clauses or provisions will remain in full force and effect.

21. **NOTICES** All notices required under the terms of this Lease shall be given and will be complete by mailing such notices by certified or registered mail, return receipt requested to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing, which notice of change address is given in the same manner.

22. **ENTIRE CONTRACT** The Lease contains the entire contract between the parties. No representations, agent or employee of the County has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed

23. **TERMINATION IN THE EVENT OF DEFAULT** If an Event of Default occurs, the County may, at any time thereafter, give notice of said default in writing to the Tenant. The Tenant shall have thirty (30) days from the date of the written notice to cure said default. In the event the Tenant fails to cure the default within thirty (30) days, the County shall the right to terminate this Lease. Upon giving such written notice of the termination, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the County will have the right to remove all person, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage.

24. **ADDITIONAL PROVISIONS**

a. The County may pursue the relief or remedy sought in any invalid clause by conforming the said clause with the provision of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

b. The Tenant shall provide a telephone number which can be used in case of emergency.

c. All referenced herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the

appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for an shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators personal or legal representatives, successors and assigns.

d. This Lease shall be governed and construed in accordance with the laws of the State of New Jersey. Any legal action for enforcement or any other issue relating to this instrument shall be instituted in the Superior Court of the State of New Jersey located in Hudson County.

e. In the event that either party institutes an action for enforcement of any provision of this Lease, then, in addition to any other relief, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in prosecution of any action against the non-prevailing party.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, or caused these present to be signed by their proper corporate officers and their proper corporate seal to be affixed hereto, the day and year first above written.

TENANT:
Township of North Bergen


By: Nicholas J. Sacco
Mayor, Township of North Bergen

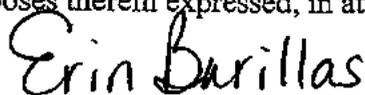
LANDLORD:
County of Hudson



By: Thomas A. DeGise
Hudson County Executive

STATE OF NEW JERSEY)
:SS
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this 14th day of October Two Thousand and
Eleven before me, the subscriber, L. Haber personally appeared
Erin Barillas, who being by me duly sworn according to law, on her/his
oath says that she/he is the clerk of the TOWNSHIP OF NORTH BERGEN and that
NICHOLAS J. SACCO is the MAYOR OF THE TOWNSHIP OF NORTH BERGEN,
that she/he knows the corporate seal of said TOWNSHIP OF NORTH BERGEN and that
the seal affixed to the foregoing instrument is the seal of said township, and that the said
NICHOLAS J. SACCO as MAYOR OF THE TOWNSHIP OF NORTH BERGEN
signed said instrument and affixed said seal thereto as his voluntary act and deed for the
uses and purposes therein expressed, in attestation whereof, she/he the said

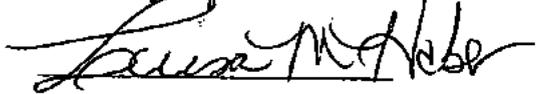


as Clerk, subscribed her/his

name thereto.


Erin Barillas
Town Clerk, North Bergen

Sworn to and subscribed before me
this day of 4th 2011 October



Notary public

OFFICIAL SEAL
LAURA M. HABER
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES 04/30/2013

STATE OF NEW JERSEY)
:SS
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this day of Two Thousand and
Eleven before me, the subscriber, personally appeared
ALBERTO G. SANTOS, who being by me duly sworn according to law, on his oath says
that he is the Clerk of the Board of Chosen Freeholders of the County of Hudson and that
THOMAS A. DeGISE, is the County Executive, that he knows the corporate seal of said
County of Hudson and that the seal affixed to the foregoing instrument is the seal of said
county that the said THOMAS A. DeGISE as County Executive signed said instrument
and affixed said seal thereto as his voluntary act and deed for the uses and purposes
therein expressed, in attestation whereof, he the said ALBERTO G. SANTOS, as Clerk,
subscribed his name thereto.

gus

Alberto G. Santos
Clerk of Board of Chosen Freeholders

Sworn to and subscribed before me
this *19th* day of *Oct* 2011

[Signature]

Susan A. McCarrie
Notary public

Absecon, STATE OF N.J.

EXHIBIT C

AREA OF MAP OF PARCEL WITH PLACEMENT OF SCHOOL TRAILERS

To be submitted

EXHIBIT D

AMENDED LEASE BETWEEN NORTH BERGEN AND COUNTY OF HUDSON

**RESOLUTION AUTHORIZING AN ADDENDUM AMENDING THE LEASE
BETWEEN THE TOWNSHIP OF NORTH BERGEN AND THE COUNTY OF
HUDSON FOR THE PLACEMENT OF SCHOOL TRAILERS
IN A PORTION OF BRADDOCK PARK**

THIS ADDENDUM AMENDING THE LEASE AGREEMENT (this "Agreement") dated this 22nd day of November, 2011, between The Township of North Bergen with offices located at 4233 Kennedy Boulevard, North Bergen, New Jersey 07047 (hereafter referred to as "Tenant") and THE COUNTY OF HUDSON, a body politic and corporate of the State of New Jersey, having an office at 583 Newark Avenue, Jersey City, New Jersey (hereinafter called the "County").

WHEREAS, Landlord and Tenant are parties to a lease dated October 19, 2011 (the "Lease") with respect to the temporary placement of school trailers for the education of public school pre-k students in a portion of Braddock Park (herein referred to as the "Premises"); and

WHEREAS, the parties hereto desire to amend the lease to set forth a timeline with certain benchmarks for the removal of the school trailers and for the restoration of the area;

WHEREAS, the parties desire to further amend the lease to provide for the commencement of the diversion process pursuant to Department of Environmental Protection, Green Acres (herein referred to as "Green Acres") rules and regulations in the event any of the timeline benchmarks are not met.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The parties hereby agree that the following schedule attached as Exhibit A shall be the timeline for the removal of the school trailers from the Premises and the restoration of the Premises.

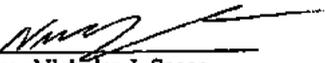
2. In the event, that any one of the timeline benchmarks is not met, then the County shall commence, pursuant to Green Acres rules and regulations, the diversion process as set forth under statute. Said commencement shall be within six (6) months of the timeline to meet said scheduled benchmark.

3. Except as amended by this Agreement, the Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

Date: November 22, 2011

IN WITNESS WHEREOF, the parties hereto have caused their respective authorized officers to sign and seal this Agreement on the day and year first above written.

Dated: **TOWNSHIP OF NORTH BERGEN**

By: 
Mayor Nicholas J. Sacco

Dated: **THE COUNTY OF HUDSON**

By: 
Thomas A. DeGise

	YES	NO	NOT VOTING
Cabrera	✓		
Ferraro	✓		
Gargiulo	✓		
Pascual	✓		
Sacco	✓		
(President)			

I HEREBY CERTIFY the foregoing to be a True and Correct copy of Resolution passed and adopted by the Board of Commissioners of the Township of North Bergen in the County of Hudson, in the State of New Jersey, at a meeting held on the above date.


Township Clerk

EXHIBIT A

December 1, 2011

School Board Resolution authorizing "Preschool Relocation Committee"

December 31, 2011

Provide Block and Lot numbers of at least 2 viable options for relocation of the school trailers, and a rough sketch of each alternative, including overall cost estimate.

Township Commission resolution authorizing municipal participation in and/or execution of all tasks included on the timeline.

July 1, 2012

Documentation of DOE approval of new site

September 1, 2012

Documentation of closing on property purchase

November 30, 2012

Preliminary Design for new site

January 31, 2012

Final Design of new site

April 30, 2013

Documentation of park restoration plans

July 1, 2013

Removal/restoration begins

September 1, 2013

Restoration complete

EXHIBIT E

SECOND AMENDED LEASE BETWEEN NORTH BERGEN AND THE COUNTY OF HUDSON

**SECOND ADDENDUM AMENDING THE LEASE BETWEEN
THE TOWNSHIP OF NORTH BERGEN AND THE COUNTY OF HUDSON FOR
THE PLACEMENT OF SCHOOL TRAILERS
IN A PORTION OF BRADDOCK PARK**

THIS SECOND ADDENDUM TO THE LEASE AGREEMENT (this "Agreement") dated this _____ day of _____, between township of North Bergen with offices located at 4233 Kennedy Boulevard, North Bergen, New Jersey 07047 (hereafter referred to as "Tenant") and THE COUNTY OF HUDSON, a body politic and corporate of the State of New Jersey, having an office at 583 Newark Avenue, Jersey City, New Jersey (hereinafter called the "Landlord").

WHEREAS, Landlord and Tenant are parties to a lease dated October 19, 2011 (the "Lease") and a first addendum dated November 2, 2011 with respect to the temporary placement of school trailers for the education of public school pre-k students in a portion of Braddock Park (herein referred to as the "Premises"); and

WHEREAS, the parties hereto desire to amend the lease to extend the timeline with certain benchmarks for the removal of the school trailers and for the restoration of the Premises set forth in the first addendum an additional six (6) months; and

WHEREAS, the parties agree that a revised timeline specifying certain benchmarks be attached and incorporated herein to this second addendum as Exhibit A; and

WHEREAS, Tenant agrees to provide on the first day of each month to the Landlord and to the New Jersey Department of Environmental Protection (herein referred to as "NJDEP") Green Acres Program a monthly progress report of Tenant's activities concerning the removal of the school trailers and the restoration of the Premises; and

WHEREAS, Tenant further agrees to provide to the Landlord and to the NJDEP the preliminary design for the new school site, the Department of Education approval of the new school site, final design of the new school site and documentation of the park restoration plans.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. That the following schedule attached as Exhibit A shall be the amended timeline for the removal of the school trailers from the Premises and the restoration of the Premises, said timeline with certain benchmarks being extended for an additional six (6) months.

3. The County is required by Green Acres that in the event any benchmark set forth in Exhibit A is not met then the County shall initiate the diversion process whereby a scoping hearing pursuant to Green Acres rules and regulations is held no later than April 1, 2014.

4. In the event, that any benchmark is not met and the County must initiate the Green Acres diversion process, then the Tenant agrees to pay any and all costs including all pre-application review and preparation. It is further understood by the Tenant that to meet the April 1, 2014 deadline as required by Green Acres, the County's diversion process will have to be commenced prior to the first benchmark set forth in Exhibit A.

5. On the first day of each month commencing on June 1, 2013, Tenant shall forward to the Landlord and to the NJDEP c/o Caroline Armstrong, Compliance Officer, Bureau of Legal Services and Stewardship, Green Acres Program monthly progress reports of Tenant's activities towards the removal of the school trailers and restoration of the Premises by the time period specified in Exhibit A.

6. In addition, Tenant shall obtain at Tenant's own cost and forward to the Landlord and to the NJDEP the following documentation as said documentation becomes complete and available:

- a. The Preliminary Design for the New Site;
- b. Documentation of Department of Education Approval of the New Site;
- c. Final Design of the New Site; and
- d. Documentation of Park Restoration Plans.

7. Except as amended by this Agreement, the Lease, the first addendum and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

(THIS SPACE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have caused their respective authorized officers to sign and seal this Agreement on the day and year first above written.

Dated:

TOWNSHIP OF NORTH BERGEN

By: 
Mayor Nicholas J. Sacco

Dated:

THE COUNTY OF HUDSON

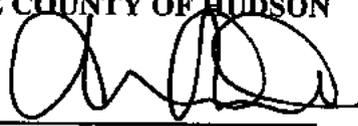
By: 
Abraham Antun
County Administrator

EXHIBIT A

January 1, 2014

Removal of school trailers/restoration of Braddock Park area begins

February 21, 2014

Restoration of Braddock Park area complete

EXHIBIT F

PURCHASE AGREEMENT – 1811 PATERSON PLANK ROAD, NORTH BERGEN

AGREEMENT OF SALE

THIS AGREEMENT, dated as of this _____ day of September, 2014 (the "Effective Date"), between the COUNTY OF HUDSON, a body corporate and politic, with an address at 567 Pavonia Avenue, Jersey City, New Jersey 07306 (hereinafter referred to as "Purchaser") and 1811 PPR LLC, with an address at 37 Lincoln Avenue, Cliffside Park, NJ 07010 (hereinafter referred to as "Seller").

The parties hereto agree as follows:

1. Agreement to Sell and Purchase.

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the property, commonly known as 1811 Paterson Plank Road, North Bergen, NJ 07047 also known as Block 27, Lot 27, located in the Township of North Bergen, County of Hudson, State of New Jersey (the "Land"):

A. The Land is more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings and improvements located thereon (said buildings and improvements being hereinafter referred to as the "Improvements") and all the right, title and interest, if any, of Seller, in and to and to any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land to the centerline thereof, and all right, title and interest, if any, of Seller in and to any awards made or to be made in lieu thereof and to any unpaid award for damages to the Land or Improvements by reason of the change of grade of any street.

B. Included in the sale are all fixtures and appliances (except those fixtures and appliances owned by any tenant) attached or appurtenant to or used in connection with the Improvements owned by Seller (the "Personal Property").

The foregoing Land, Improvements and Personal Property shall be referred to collectively, from time to time, as "Property."

2. Purchase Price.

The purchase price for the Property is ONE MILLION SIX HUNDRED SEVENTY FIVE THOUSAND00/100 DOLLARS (\$1,675,000.00) (the "Purchase Price"). The Purchase Price is payable at the closing by federal wire funds, cash or a certified, bank or cashier's check or attorney's trust check in that amount payable to Seller subject to adjustments described in Section 8.

3. The Closing.

Subject to other provisions of this Agreement, the closing of title provided for in this Agreement shall take place at the office of Hudson Realty Abstract (the "Title Company") located at

659 Newark Avenue, Jersey City, New Jersey at 10:00 a.m. on or about December 5, 2014 (the "Closing").

4. Representations, Warranties and Covenants of the Seller.

The Seller represents and warrants to the Purchaser to the best of its knowledge as follows:

A. The Property shall be conveyed vacant and free of all tenancies at the time of Closing.

B. Seller has not received any written notice of: (i) any pending action, suit, arbitration, unsatisfied order or judgment which could materially and adversely affect the use and operation or the value of the Property, or (ii) any government investigation or proceeding pending against Seller which, if adversely determined, could materially interfere with the consummation of the transaction contemplated by this Agreement.

C. That Seller has not received written notice that any portion of the Property will be, subject to or affected by any condemnation or similar proceeding.

D. Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980.

E. Seller has not received written notice of any material violations of any laws enacted by any federal, state, local or other governmental agency or regulatory body with respect to the Property which remain uncured and could materially and adversely affect the use and operation or the value of the Property or materially and adversely interfere with the consummation of the transaction contemplated by this Agreement.

F. No person, firm or other entity has any right or option to acquire the Property or any portion thereof or any interest therein.

G. Seller has been duly organized and is in good standing under the laws of the State of New Jersey. Seller has the full right and authority to enter into this Agreement and to transfer all of the Property and to consummate or cause to be consummated the transaction contemplated by this Agreement. Each person signing this Agreement on behalf of Seller is authorized to do so.

H. Seller has no knowledge as to the presence of any underground fuel storage tanks being located at the Property.

I. Seller has not entered into a services contract for the Property which will survive the Closing.

J. Seller makes no representations, warranties or other covenants regarding on or off-site environmental defects, contaminants and/or other conditions, lead based

paint, open permits or private well testing.

5. Representations and Warranties of Purchaser.

Subject to the provisions of Section 10, Purchaser represents and warrants to Seller that it has full power, in accordance with law, to enter into this Agreement and to carry out the transactions provided for herein. Neither the execution and delivery of this Agreement nor the consummation of the transactions provided for herein will constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, or will result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser. Subject to the provisions of Section of this Agreement, Purchaser has sufficient financial ability to consummate the transactions described herein and to secure the financing contemplated hereby.

6. Pre-Closing Covenants of Seller.

Seller covenants and agrees that subsequent to the date hereof and until the Closing:

A. The Seller shall maintain, repair and operate the Property in existing condition in accordance with the Seller's customary maintenance procedure, subject to ordinary wear and tear/

B. Without the prior written consent of Purchaser in each instance which consent shall not be unreasonably withheld, no new service contract shall be made and none of the service contracts shall be amended or renewed, except as required by the terms thereof.

C. Purchaser, its attorneys, accountants and other representatives, during usual business hours and as often as may be reasonably requested, shall have reasonable access to the Property. Such access shall be on reasonable notice.

D. The Purchaser will pay for any carbon monoxide and fire extinguisher certificates or other similar documents required by law and Purchaser will arrange and pay for all inspections and correct all violations, at Purchaser's own expense, required to obtain said documents to the extent necessary to close title. Seller shall have no obligation to obtain any document, or order any inspection or correct any violation under this contract, including such items as are referenced in this paragraph.

7. Condition of Title-Title Insurance.

7.01 Seller shall deliver marketable and insurable title (at regular insurance rates) to the Property, by bargain and sale deed with covenant against grantor's act, subject only to:

A. Such state of facts as would be shown on an accurate survey provided such facts would not interfere with the use of the Property for public and governmental use.

B. Easements, covenants and restrictions of record which do not prohibit the use of the Property for public and governmental purposes.

C. Zoning ordinances and other governmental regulations provided the foregoing are not violated and permit the use of the Property for public and governmental.

7.02. Promptly after the date of execution of this Agreement, Purchaser shall procure and forward to Seller a commitment to insure fee simple title to the Property, issued by the Title Company and which shall be from a title insurer licensed to do business in the State of New Jersey. At such time as Purchaser shall forward a copy of the foregoing commitment, Purchaser shall list each exception set forth in the commitment by the title company which does not conform with the exceptions set forth above, indicating which exceptions Purchaser shall require Seller to cause to be omitted from any policy of fee title insurance to be delivered and accepted by Purchaser at the closing of title. In the event that additional title exceptions shall appear between the date of the commitment and the date of closing, then Purchaser shall promptly advise Seller which exceptions Purchaser shall not accept title subject to, and Seller shall cause such exceptions to be omitted to the extent practical in a manner acceptable to Seller.

Seller shall have thirty (30) days from the receipt of the title search within which to remove such nonpermitted exceptions. If Seller has substantially completed the removal of non-permitted exceptions but requires additional time to complete such removal, Seller shall have such reasonable additional time as is needed. Seller shall not be obligated to commence any court action to remove any lien or defect in title, if any. In the event Seller is unable, after due diligence, to remove such non-permitted exceptions, Purchaser shall have the right either to accept such title as Seller can convey without abatement of the purchase price or to terminate this Agreement. Upon such termination, Purchaser shall be entitled to a return of all deposit monies, with interest, and the actual costs of title search and survey and upon such payment the parties shall be free of any other liability to each other.

Liens and encumbrances on the Property which can be satisfied upon the payment of money shall not be deemed non-permitted exceptions and, if not theretofore removed by the recording of discharge, satisfaction document, or mistaken identification affidavit reasonably acceptable to Purchaser's title company, can be removed by allocation of a portion of the purchase price due at closing towards payment thereof. In connection with such liens and encumbrances held by non-institutional lenders, Seller shall present at closing discharges, satisfactions or endorsed mortgages, all in recordable form. No lien or encumbrance held by a non-institutional lender shall be satisfied upon the payment of funds, except upon presentation of the appropriate discharge, satisfaction or canceled mortgage. In connection with institutional liens, upon presentation of an acceptable payoff letter, proceeds shall be utilized to pay same. In all instances, Seller shall remain liable for any shortfall in payment of such liens or encumbrances and such obligation shall survive closing.

8. Adjustments, Apportionments and Expenses.

8.01. The following shall be apportioned between Seller and Purchaser as of midnight

the day preceding the Closing:

- A. Real estate taxes on the basis of the calendar year for which assessed;
- B. Water charges and sewer rents (if there be a water meter on the Property, Seller shall furnish a reading on or about the Closing and the unfixed water meter charge and the unfixed sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading);

8.02. If at the Closing the Property or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments of which the first installment is then a charge or lien or has been paid, then all the unpaid installments of any such assessment then due shall be paid by Seller. Seller represents to the best of its knowledge that no such special assessment has been assessed as of the date hereof. Unconfirmed improvements or assessments, if any, shall be paid and allowed by Seller on account of the purchase price if the improvement or work has been completed on or before the date of closing of title hereunder.

8.03. The expenses of the Realty Transfer Fee on the conveyance shall be borne by Seller.

8.04. The expenses of the New Jersey Mansion Tax, if applicable, shall be borne by the Purchaser.

9. Provisions with Respect to the Closing.

9.01. On the Closing, the Seller shall deliver to the Purchaser the following:

- A. A bargain and sale deed, with covenants against grantor's acts, to the Land and Improvements, duly executed and acknowledged by the Seller, and in proper form for recording. The grantee thereon shall be Purchaser. Purchaser shall have the right, at its sole cost and expense, to obtain a survey and metes and bounds description of the Property. Provided such survey accurately depicts the Property, Seller shall utilize such metes and bounds description in the deed by referencing same for information purposes only after the recitation of the description under which Seller receives the Property.

- B. Such other documents as the Title Company reasonably requests, if same exist and are available to Seller.

9.02. On the Closing Date, the Purchaser shall deliver to the Seller all sums due under a closing statement executed by Purchaser and Seller. The foregoing shall be delivered by Purchaser or any permitted assignee.

10. Governmental Approval Contingency.

Purchaser's obligation to purchase the Property is subject to and contingent upon a) it

securing from the Hudson County Board of Chosen Freeholders (the "Freeholders") approval of the terms of this Agreement; and b) secure funding of the entire purchase price and costs from the Township of North Bergen Board of Education, which includes the Township's Board of Education and the Township's Board of Commissioners duly adopting authorizing legislation, if necessary, to approve of same. Purchaser represents that it shall pursue all approvals continuously, diligently and promptly. If the Purchaser does not receive all required approvals and funding within ninety (90) days of the Effective Date, the Purchaser shall have the right at its option to either (i) extend the time period to obtain the Approvals or Funding for a period of not more than thirty (30) days or (ii) terminate this Agreement, in which event no party shall have any further rights or obligations hereunder and each party shall bear its own costs incurred hereunder. If the Purchaser elects to extend the period to obtain the Approvals or Funding by thirty (30) days, then the closing date shall also be extended by said number of days.

11. *Due Diligence.*

The obligation of the Purchaser to purchase shall be contingent upon the following occurring within ninety (90) days (the "Due Diligence"):

A. Receipt by the Purchaser of a satisfactory Phase 1- Preliminary Assessment/Site Investigation of the Property.

B. Receipt of a satisfactory structural inspection confirming that the Improvements on the Land can be demolished without any extraordinary or unusual expenses.

C. Receipt of a satisfactory survey and title search for the Land and Improvements.

D. Receipt of a satisfactory appraisal for the Land and Improvements.

E. The time for completion of due diligence shall be extended as reasonably required to complete performance of this Contract.

F. If Purchaser disapproves of the results of the due diligence performed pursuant to this Part, the Parties shall have the opportunity to re-negotiate all parts, terms and conditions of this Contract. If re-negotiation is unsuccessful, either party may cancel this Contract. In this event, each Party shall bear its own costs without liability to the other.

12. *Condition of Property.*

The Seller shall deliver the Property in a vacant and broom clean condition and free of the presence of any tenants or occupants.

13. *Bulk Sale.*

Purchaser shall have the right to comply with N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38 and Seller shall reasonably cooperate in connection with such compliance. In furtherance thereof, Purchaser may deliver a Notification of Sale, Transfer, or Assignment in Bulk (Form C-9600) in the current form prescribed by the New Jersey Department of the Treasury, Division of Taxation (the "Division") (and such other forms as the Division may require), together with a fully executed copy of the Agreement to the Division by registered or certified mail or overnight delivery so that said notification is received by the Division not less than ten (10) days prior to Closing. Seller shall provide information reasonably requested by Purchaser to enable Purchaser to complete the notification. If, at any time prior to Closing, the Division informs Purchaser that a possible claim for state tax as defined in N.J.S.A. 54:48-2 is imposed, then Purchaser and Seller shall close as scheduled and without delay, and Purchaser shall withhold the portion of the Purchase Price equal to the amount of the claim, placing said amount in an escrow account ("Tax Escrow"). The Tax Escrow shall be held and disbursed pursuant to an escrow agreement in a form mutually agreeable to Seller and Purchaser. The escrow agent shall be the Title Company (the "Tax Escrow Agent"). Notwithstanding anything contained herein to the contrary, Seller shall have the right to negotiate directly with the Division regarding the claim and the deficiency. If a tax clearance letter is issued by the Division or if the Division otherwise informs Purchaser, Seller or Tax Escrow Agent in writing that the Division will not assert liability against the Purchaser pursuant to the Bulk Transfer Statutes in connection with the transfer of the Property, then Seller shall direct the Tax Escrow Agent to, and Tax Escrow Agent shall, release any and all amounts remaining in the Tax Escrow to Seller or Seller's designee. The Tax Escrow created hereunder shall be used solely and for no other purpose but to ensure the Seller's compliance with N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38.

14. Real Estate Broker.

The parties acknowledge that RE/MAX Commercial Investment Associates located at 7800 River Road, North Bergen, New Jersey 07047 is the real estate broker (the "Broker") who has been instrumental in the consummation of the within transaction and to whom a commission of 4.5% of the purchase price is due and owing at the time of sale. The commission to be paid to the Broker shall be paid by the Seller and it shall be in the amount of which shall be due and payable at the time that title to the Property is conveyed to the Purchaser and it shall be paid to the Broker from the Seller's funds on the Closing Date. Other than the Broker, neither party is aware of any real estate broker to whom a commission is due and owing in connection with the consummation of the within transaction. Each party shall indemnify and hold harmless the other party from any claim, costs or liability incurred by the other party due to a claim made for the payment of a real estate commission brought by another real estate broker. Included in the indemnification shall be the cost of any attorneys' fees or court costs incurred by a party in defense of any claim. The party through whom the other real estate broker asserts a claim shall be the party who indemnifies and holds harmless the other party.

15. Survival and Indemnity.

No covenants, representations or warranties shall survive the Closing Date unless expressly stated in this agreement.

16. *Further Assurances.*

From time to time after the Closing Date, Seller, without charge but at Purchaser's sole cost and expense, shall perform such other acts, and shall execute and acknowledge and shall furnish such other instruments, documents, materials and information, as Purchaser may reasonably request in order to confirm the consummation of the transaction provided for in this Agreement.

17. *Notices.*

All notices and other communications under this Agreement shall be in writing and shall be sent by (i) recognized overnight courier; or (ii) by telecopier with a copy sent simultaneously by regular mail; or (iii) registered or certified mail, return receipt requested, postage prepaid, addressed as follows: If intended for Purchaser to it at the address set forth above, with a copy to: Donato J. Battista, Esq., Administration Building Annex, 567 Pavonia Avenue, Jersey City, NJ 07306, email dbattista@hcnj.us, fax (201) 795-6428; and if intended for Seller, to the Seller at the address set forth above with copy to David G. Polazzi, Esq., Kim & Bae, P.C., 2160 North Central Road, Suite 303, Fort Lee, NJ 07024, email dpolazzi@kimbae.com, or such other address, and to the attention of such person, of which Seller or Purchaser shall have given notice as herein provided. Any such notice or other communication shall be deemed to have been sufficiently given for all purposes hereof three (3) days following the date on which the same is deposited in a general or branch post office or mail box maintained by the Postal Service, certified mail, return receipt requested, the next day after delivery to a recognized overnight carrier, and on the day of actual service if served personally or by telecopier.

18. *Miscellaneous Provisions.*

18.01. In the event of damage to a material part of the Property:

A. If all or a material part of the Property is destroyed by fire or other Casualty prior to the Closing, without fault of Purchaser, this Agreement may be at the option of the Purchaser be deemed canceled and terminated and the parties shall have no further obligation to each other hereunder provided Seller shall refund the deposit to Purchaser with interest.

B. If an immaterial part of the Property is damaged by fire or other casualty prior to the Closing, without fault of Purchaser, this Agreement shall remain in full force and effect, and Purchaser shall be obligated to take title to the Property with an appropriate abatement or reduction of the purchase price equal to the cost of repair as estimated by Seller's insurance company or reasonably estimated by the parties.

C. For the purpose of this Section 18.01, damage to a "material" part of the Property shall be deemed to have occurred if the cost of restoration or repair as estimated by Seller's insurance company shall exceed \$75,000.00.

18.02. In the event condemnation or eminent domain proceedings shall be commenced by any governmental or quasi-governmental authority having jurisdiction thereof against

all or any part of the Property, Seller shall promptly notify Purchaser. Purchaser may, at its option, by giving written notice to Seller within twenty (20) days after receipt of notice of such proceedings, terminate this Agreement. In such event neither party shall have any further liability to the other. In the event Purchaser does not elect to terminate this Agreement, then any award in condemnation, as well as all unpaid claims and rights in connection with such condemnation, shall be assigned to Purchaser at closing or, if paid to Seller prior thereto, shall be credited against the unpaid balance of the Purchase Price due at closing. Seller shall not adjust or settle any condemnation awards without the prior written approval of Purchaser, provided that Purchaser has waived all contingencies in this Agreement.

18.03. In the event the Seller or Purchaser fail to close in accordance with this Agreement, the respective parties may commence any legal or equitable action to which they may be entitled under New Jersey law.

18.04. This Agreement embodies and constitutes the entire understanding between the parties with respect to the sale and purchase provided for herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

18.05. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any legal action or enforcement or any other issue relating to this Agreement shall be instituted in the Superior Court of the State of New Jersey located in Hudson County.

18.06 In the event that either party institutes action for the enforcement of any term of this Agreement, then, in addition to any other relief, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in prosecution of any action against the non-prevailing party. The provision of this Section 18.06 shall survive the Closing or earlier termination of this Agreement.

18.07. The captions in this Agreement are inserted for convenience or reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

18.08. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. *Assignment.*

This Agreement may not be assigned without Seller's prior written consent, which consent may be withheld in Seller's discretion. Any purported assignment shall be deemed to be a breach of

this Agreement of Sale. However, the right of the Purchaser to assign this Agreement to the Hudson County Improvement Authority is consented to by the Seller provided that the Purchaser remains liable for the performance of the Agreement by the Hudson County improvement Authority.

20. Recording.

Seller agrees that the Purchaser may record a notice of settlement in the office of the Register of Hudson County, but neither this Agreement nor any memorandum may otherwise be recorded.

21. Condition of Property.

It is understood by the Purchaser that the Seller is selling this Property "AS IS", subject to the Due Diligence rights of the Purchaser. Notwithstanding the foregoing representation, the Property shall be materially in the same condition on the date of closing as it is at the time of inspection, ordinary wear and tear and any damages excepted. Within ten (10) days of the Effective Date, Seller shall make available to the Purchaser copies of all contracts, warranties, engineering plans, surveys, architectural plans, title insurance policies, environmental assessments and reports environmental filings with the State of New Jersey, certificate of occupancy, building permits, approvals and service agreements. This agreement is entered into after Purchaser's and Seller's full investigation of all facts which each deemed material, neither party relying on any statement or representation made by the other or any other party involved in this transaction, such as the real estate agent, which is not expressly stated in this agreement or which is not supported by such party's investigation. Purchaser has or will have inspected and examined the Land and Improvements thereon and the Personal Property, , and is thoroughly acquainted with their respective quality, nature, condition and use. With respect to the physical condition of the Property, Purchaser hereby expressly covenants and agrees that it shall acquire the Property, land and improvements hereunder "as is" "where is" as of the date hereof, and Purchaser assumes the Property with all its faults, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the Closing Date.

22. Pay to Play.

This transaction is subject to N.J.S.A. 19:44A-20.3 et. seq. otherwise known as "Pay to Play". As such, the Seller has completed the disclosure forms required under "Pay to Play" including the Business Entity Annual Statement (Form BE). This transaction shall be subject to there being no violation under "Pay to Play".

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

SELLER: 1811 PPR LLC

By: _____
Joe Slusarczyk, Managing Manager

PURCHASER: COUNTY OF HUDSON

By: _____
Abraham Antun, County Administrator

EXHIBIT A

PROPERTY DESCRIPTION

1811 Paterson Plank Road, in the Township of North Bergen, Hudson County, New Jersey
Block 27, Lot 27

EXHIBIT G
RESOLUTION OF COUNTY OF HUDSON

To be submitted

EXHIBIT H

RESOLUTION OF THE TOWNSHIP OF NORTH BERGEN

To be submitted

APPENDIX 5.
BIRD SANCTUARY
IMPROVEMENTS

Appendix 5. Bird Sanctuary Improvements



Image 1. View of Hudson River and New York City from Bird Sanctuary overlook.



Image 2. Staircase leading from Bird Sanctuary.

Appendix 5. Bird Sanctuary Improvements



Image 3. Garden and Seating Area of +/- 1,500 square feet near the Bird Sanctuary.



Image 4. View of staircase from garden and seating area.



COUNTY OF HUDSON
NEW JERSEY
IMPROVEMENTS TO THE BIRD SANCTUARY
IN JAMES J. BRADDOCK PARK
TOWNSHIP OF NORTH BERGEN, NEW JERSEY

LIST OF DRAWINGS		
1	COVER SHEET	CS
2	GENERAL NOTES & BID QUANTITIES	GN&BQ
3	WALKPATH NORTH AND SOUTH AREA AND PARTIAL PLAN	SPWNSA
4	SITE PLAN AND CONSTRUCTION PLAN (SOUTH AREA)	SPCP
5	EXISTING & PROPOSED GRADING & SECTION PLAN (NORTH AREA)	EPGSP
6	LANDSCAPE AND CONSTRUCTION PLAN (NORTH AREA)	LCP
7	SOIL EROSION AND SEDIMENT CONTROL PLAN SOUTH/NORTH AREA	SECP
8	DETAILS PLAN	DP



PROJECT SITE
JAMES J.
BRADDOCK
PARK

THOMAS A. DEGISE COUNTY EXECUTIVE
BOARD OF CHOSEN FREEHOLDERS

ANTHONY P. VAINIERI, Jr.
 CHAIRPERSON
 WILLIAM O'DEA
 VICE CHAIRPERSON
 CARIDAD RODRIGUEZ
 CHAIRPERSON PRO TEMPORE
 GERARD M. BALMIR, Jr.

ALBERT J. CIFELLI
 KENNETH KOPACZ
 E. JUNIOR MALDONADO
 TILO E. RIVAS
 ANTHONY L. ROMANO, Jr.

ABRAHAM ANTUN
 THOMAS MALAVASI, P.E., P.P., C.M.E., C.P.W.M.

COUNTY ADMINISTRATOR
 COUNTY ENGINEER

APPROVED BY: _____ DATE _____
THOMAS MALAVASI, P.E., P.P., C.M.E., C.P.W.M. COUNTY ENGINEER

UTILITIES
PUBLIC SERVICE ELECTRIC & GAS (GAS MAINS)
PUBLIC SERVICE ELECTRIC & GAS (ELECTRIC)
VERIZON - NEW JERSEY (TELEPHONE)
SUEZ (WATER)
CABLEVISION OF HUDSON COUNTY (CABLE)
NORTH HUDSON SEWERAGE AUTHORITY (SANITARY SEWER)
TOWNSHIP OF NORTH BERGEN MUA (SANITARY SEWER)



PROJECT
SITE

SITE PLAN
SCALE: N.T.S.

COUNTY OF HUDSON IMPROVEMENTS TO THE BIRD SANCTUARY IN JAMES J. BRADDOCK PARK TOWNSHIP OF NORTH BERGEN, NEW JERSEY	
COVER SHEET	CS
<small>SURVEYED BY: LIGAM & S.P.</small>	<small>DRAWN BY: LICELOT NGADUNA</small>
<small>PLOTTED BY: LICELOT NGADUNA</small>	<small>CHECKED BY: THOMAS MALAVASI</small>
<small>DRAWING NO. 3227</small>	<small>SHEET 1 OF 8</small>
<small>DIVISION OF ENGINEERING</small> <small>BERGEN SQUARE CENTER</small> <small>830 BERGEN AVE., FL. #6B</small> <small>JERSEY CITY, N.J. 07306</small>	<small>THOMAS MALAVASI, P.E., P.P., C.M.E., C.P.W.M.</small> <small>PROFESSIONAL ENGINEER</small> <small>N.J. LIC. NO. 33464</small>

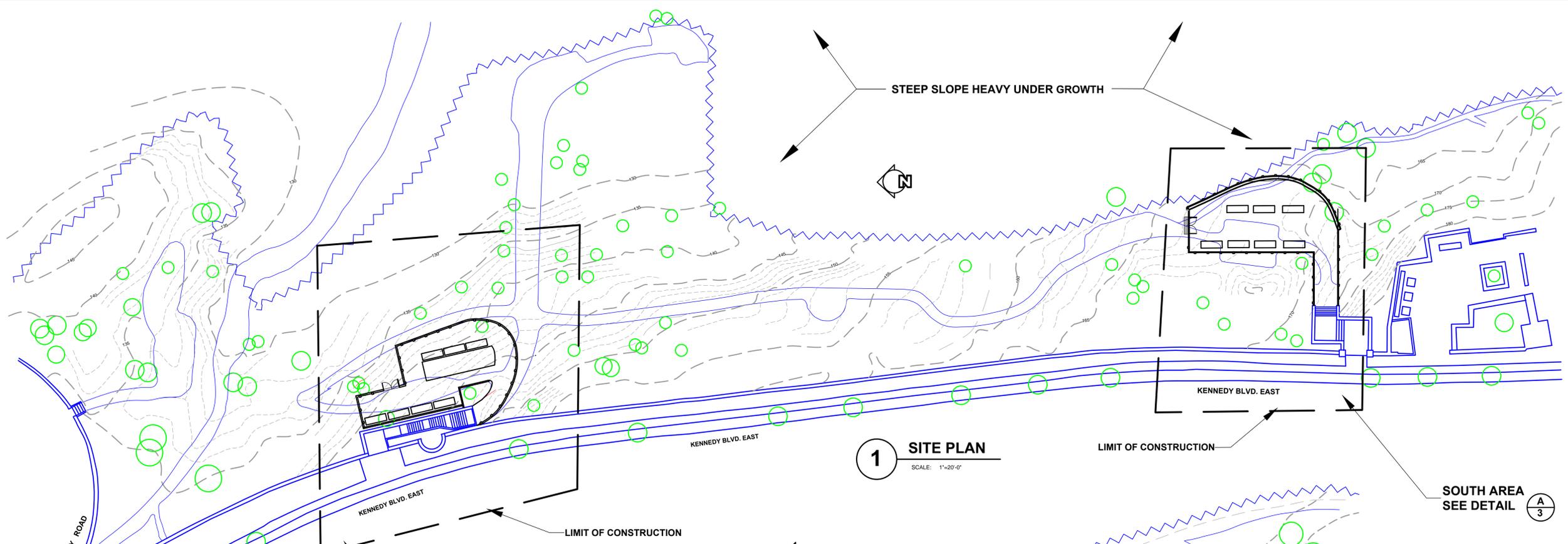
GENERAL NOTES:

1. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT DUE TO THE NATURE OF THIS PROJECT, THE EXACT EXTENT OF REHABILITATION WORK CAN NOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION WORK. THESE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON A FIELD INSPECTION OF THE SITE AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATION TO CONSTRUCTION ACCORDANCE WITH THE CONTRACT DOCUMENTS AND DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT ANY MATERIALS WHICH ARE TO REMAIN IN PLACE, OR WORK WITH ARE TO REMAIN THE PROPERTY OF THE COUNTY WILL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY MATERIALS WHICH ARE TO REMAIN IN PLACE, OR WHICH ARE TO REMAIN THE PROPERTY OF HUDSON COUNTY, THE DAMAGED MATERIALS SHALL BE REPLACED IN A MANNER SATISFACTORY TO THE HUDSON COUNTY AND AT NO EXTRA COST TO THE COUNTY.
3. THE CONTRACTOR SHALL TAKE STEPS NOT TO LEAVE DEBRIS, MATERIALS, TOOLS, ETC., UNPROTECTED AT THE AT THE END OF EACH WORKING DAY AT THE PARK WHEN LEAVING THE WORK AREA ON A DAILY BASIS. IF THE COUNTY ENGINEER DETERMINES THAT THE ADEQUATE PROTECTIVE DEVICES ARE NOT PROVIDED, THE WORK SHALL BE SUSPENDED UNTIL THE PROTECTION IS COMPLIED WITH.
4. THE CONTRACTOR SHALL PERFORM A FIELD SURVEY TO ESTABLISH BASE LINES AND CONTROL POINTS AND VERIFY ALL EXISTING DIMENSIONS AFFECTING FABRICATION AND CONSTRUCTION. THIS FIELD SURVEY IS TO BE SUBMITTED TO THE ENGINEER FOR REVIEW BEFORE WORKING DRAWINGS ARE STARTED. WORKING DRAWINGS SHALL SHOW BOTH DESIGN AND FIELD DIMENSIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE RESPECTIVE UTILITY COMPANIES FOR GAS, SEWER, TELEPHONE AND CABLE TELEVISION LOCATIONS. LOCATIONS OF UTILITIES AS SHOWN ON THESE PLANS ARE PLOTTED FROM AVAILABLE DATA ON FILE AND ARE NOT GUARANTEED AS TO EXACTNESS. THE CONTRACTOR IS TO CONTACT UTILITY COMPANIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE EXACT LOCATION AND DEPTH AL ALL CROSSINGS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL USE THE UTILITY LOCATIONS SHOWN AS AN AID IN DETERMINING EXACT LOCATIONS AND IS SOLELY RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL CONTACT ONE CALL SYSTEM AT (800) 272-1000 AT LEAST TWO WEEKS PRIOR TO THE START OF CONSTRUCTION. ALL EXISTING UTILITIES SHALL BE MARKED OUT BY THE RESPECTIVE UTILITY COMPANIES PRIOR TO THE START OF WORK.
7. THE SHOP DRAWINGS FOR ANY DESIGN OR DETAILING PROPOSED BY THE CONTRACTOR, INCLUDING TEMPORARY STRUCTURES SHALL BE PREPARED UNDER SUPERVISION OF A PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF NEW JERSEY.
8. SHOP, WORKING AND ERECTION DRAWINGS SHALL BE APPROVED BY ENGINEER PRIOR TO COMMENCING ANY FABRICATION, ORDERING ANY MATERIALS OR PERFORMING ANY WORK.
9. THE CONTRACTOR SHALL PREPARE SHOP DRAWING, AND SUBMIT THEM TO THE ENGINEER FOR APPROVAL AT LEAST ONE MONTH PRIOR TO FABRICATION.
10. THE CONTRACTOR SHALL KEEP ALL PORTIONS OF THE VARIOUS STRUCTURES ACCESSIBLE FOR INSPECTION BY THE ENGINEER AT ALL TIMES.
11. NO MATERIAL SHALL BE PLACED OR ANY DISTURBANCE PERMITTED BEYOND THE PROJECT PROPERTY LINE OR RIGHT OF WAY WITHOUT THE WRITTEN PERMISSION OF THE PROPERTY OWNER DIRECTLY INVOLVED AND THE HUDSON COUNTY ENGINEER.
12. EXISTING UTILITY FACILITIES THAT MAY HAVE TO BE RELOCATED ARE TO MOVED BY THE RESPECTIVE UTILITY COMPANY AT NOT COST TO THE COUNTY. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING THE RELOCATIONS AND SHALL NOT CLAIM ANY DELAYS TO THIS SCHEDULE.
13. THE CONTRACTOR SHALL NOTE THAT THE COUNTY RESERVES THE RIGHT TO EXCLUDE ANY PART OR ALL OF THE WORK IN THIS CONTRACT.
14. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, WALLS, TREES, FENCES, BUILDING AND UTILITIES, SIDEWALKS RIGHT OF WAYS.
15. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO ENSURE SAFETY THROUGHOUT THE CONSTRUCTION SITE. THE CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY PRECAUTIONS, DEVICES AND MEASURES. INSTALLATION OF TEMPORARY TEN FEET HIGH CHAIN LINK FENCE AS REQUIRED OR AS DIRECTED BY THE ENGINEER SHALL BE PART OF THE CONTRACT.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THE HUDSON COUNTY SHERIFF'S OFFICE FOR THE TRAFFIC OPERATIONS AND PARKING PROHIBITIONS DURING CONSTRUCTION. ACCESS TO THE PARK SHALL BE PERMITTED AT ALL TIMES BY PEDESTRIANS AND VEHICLE.
17. POLICE TRAFFIC DIRECTORS SHALL BE EMPLOYED BY THE CONTRACTOR FOR THE PROTECTION OF ANY PEDESTRIANS, VEHICLES AND/OR EQUIPMENT ENTERING, LEAVING OR CROSSING ACTIVE TRAFFIC LANES OR PEDESTRIAN PATHS, OR AS MAY BE REQUIRED FOR THE ROUTING OF ANY TRAFFIC AROUND OR THROUGH THE CONSTRUCTION. NO EXTRA PAYMENT WILL BE MADE FOR THIS ITEM.
18. CONTRACTOR IS REQUIRED TO ENSURE THE SAFE, ORDERLY, AND EXPEDITIOUS FLOW OF TRAFFIC AT ALL TIMES. THE USE OF FLAG MEN, POLICE DIRECTORS, SIGNING, BARRICADES, CONES, FLASHING LIGHTS, BARRELS, ETC. SHALL BE USE AS NEEDED IN ACCORDANCE WITH THE LATEST EDITION OF M.U.T.D. OR IN THE OPINION OF THE ENGINEER, TO PROTECT THE PUBLIC DURING THAT PHASE OF THIS OPERATIONS.
19. ALL NECESSARY REGULATORY AND WARNING SIGNS SHALL BE IN ACCORDANCE CHAPTER 6 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, CURRENT EDITION, AND STANDARD HIGHWAY SIGNS (2009 EDITION) AND SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER. WHEN SUCH SIGNS ARE NO LONGER REQUIRED, THE CONTRACTOR SHALL IMMEDIATELY AND CAREFULLY REMOVE AND STORE THEM ON THE PROJECT SITE AT LOCATIONS APPROVED BY THE ENGINEER UNTIL THEY ARE REUSED ON THE PROJECT OR REMOVED BY THE CONTRACTOR.
20. THE CONTRACTOR SHALL PROCURE AND PAY FOR ALL NECESSARY PERMITS AND LICENSES WHILE THE HUDSON COUNTY ENGINEER SHALL EXECUTE COMPLETE FORMS IN CARRYING OUT HIS FULL ACCORDANCE WITH REQUIREMENTS OF ALL REGULATIONS AND AUTHORITIES HAVING JURISDICTION. THIS SHALL BE AT NO ADDITIONAL EXPENSE TO THE COUNTY. NO WORK SHALL START UNTIL THE CONTRACTOR SUCCESSFULLY PROCURES THE SOIL EROSION & SEDIMENT CONTROL PERMIT. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMIT AND TO ABIDE BY ITS CONDITIONS. ANY PENALTY FOR NON-COMPLIANCE IS THE CONTRACTORS RESPONSIBILITY AND SHALL BE DEDUCTED FROM ANY PAYMENTS DUE TO CONTRACTOR.

21. THE CONTRACTOR SHALL COMPLY WITH FEDERAL, STATE, AND LOCAL LAWS AND CODES, REGULATIONS, ORDINANCES, RULES, AND REGULATIONS OF HEALTH, PUBLIC OR OTHER AUTHORITIES CONTROLLING THE METHODS, MATERIAL TO BE USED, OR THE ACTIONS OF THOSE EMPLOYED IN WORK OF THIS KIND. ALL WORK, LABOR OR MATERIAL NECESSARY TO COMPLY WITH THESE LAWS, CODES, ORDINANCES, RULES OR REGULATIONS SHALL BE PERFORMED AND FURNISHED BY THE CONTRACTOR.
22. ALL PRIVATE PROPERTY THAT MAY DISTURBED OR DAMAGED BY ANY CONSTRUCTION ACTIVITY SHALL BE RELOCATED, RESTORED, REPAIRED, AND /OR REPLACED BY THE CONTRACTOR AT NO COST TO EITHER THE COUNTY. THERE WILL BE NO SEPARATE PAYMENT FOR THIS WORK OR MATERIALS, THE COST OF WHICH IS TO BE INCLUDED IN THE VARIOUS LINE ITEMS WITHIN THE PROPOSAL.
23. THE CONTRACTOR SHALL NOT REMOVE ANY MATERIALS FROM THE SITE FOR DISPOSAL WITHOUT THE PERMISSION OF THE COUNTY. EXCESS MATERIALS MAY BE USED FOR EMBANKMENT OR SUBBASE ONLY ON AN IF AND WHERE DIRECTED BASIS AND AT NO ADDITIONAL COST TO THE COUNTY.
24. ONCE THE CONTRACTOR HAS COMMENCED CONSTRUCTION, THE WORK SHALL CONTINUE ON A DAILY BASIS WITHOUT INTERRUPTION UNTIL ALL WORK HAS BEEN COMPLETED.
25. THE CONTRACTOR SHALL PROTECT ALL BENCH MARKS AND MONUMENTS FROM DAMAGE AND SHALL ESTABLISH OFFSET POINTS AS REQUIRED FOR THIS WORK.
26. ANY DAMAGE TO UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ALL COSTS FOR REPAIRS SHALL BE BORNE BY THE CONTRACTOR.
27. CONTRACTOR SHALL ESTABLISH GRADES PRIOR TO INSTALLATION OF NEW PAVERS BLOCK, CURBS, RETAINING WALL, STAIRS, ETC. CONTRACTOR SHALL REGRADE AREA AS SHOWN ON THE DRAWINGS AS PART OF REGRADING BID ITEM. CONTRACTOR SHALL SUBMIT PLAN WITH PROFILES AND NEW GRADING TO THE ENGINEER FOR APPROVAL.
28. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO MAINTAIN DUST CONTROL AS DEFINED AND/OR AS DIRECTED BY THE ENGINEER. ALL ADJACENT AREAS SHALL BE CLEANED AND MAINTAINED AS DIRECTED BY THE ENGINEER.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF THE EXCESS MATERIALS EXCAVATED OF WHATEVER NATURE OR LEVEL OF CONTAMINATION AT HIS OWN EXPENSE. THE COUNTY IS NOT OBLIGATED TO SUPPLY A DISPOSAL SITE. THE CONTRACTOR MUST NOT DEPOSIT MATERIALS IN THE COUNTY PROPERTY LIMITS WITHOUT PERMISSION OF THE COUNTY ENGINEER.
30. IN THE EVENT A SITUATION ARISES IN WHICH MATERIAL NOT SPECIFIED ON THE PLANS ARE TO BE USED FOR EXTRA WORK, THE MATERIAL SHALL CONFORM TO THE STANDARD SPECIFICATIONS, OR THE SUPPLEMENTARY SPECIFICATIONS, WHICHEVER GOVERNS.
31. THE CONTRACTOR IS RESPONSIBLE TO LOCATE UTILITY LINES PRIOR TO PERFORMING ANY EXCAVATION ON THE PROJECT AND SHALL REPAIR AND/OR REPLACE ANY ITEMS DAMAGED BY HIM OR HER DURING CONSTRUCTION.
32. BEFORE HIRING ANY POLICE TRAFFIC DIRECTORS, THE CONTRACTOR SHALL FILL OUT POLICE TRAFFIC DIRECTOR'S AUTHORIZATION FORMS FOR APPROVAL BY THE COUNTY ENGINEER.
33. CONTRACTOR SHALL ESTABLISH GRADE ON ALL NEW CURBING OR RETAINING WALLPRIOR TO INSTALLATION. CONTRACTOR SHALL SUBMIT PROFILES TO THE ENGINEER FOR APPROVAL. GRADING PLANS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.
38. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, EXISTING CONSTRUCTION AND CONDITIONS IN THE FIELD BEFORE COMMENCING WORK.
39. SUBSURFACE DEWATERING, IF REQUIRED, SHALL BE PERFORMED UNDER A LICENSED ENGINEER.
40. GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING GIVEN GRADES AND SPOT ELEVATIONS BEFORE CONSTRUCTION COMMENCES.
41. ALL TREES AND STUMPS WITHIN THE CONSTRUCTION AREA TO BE COMPLETELY REMOVED.
42. ALL LANDSCAPING TO BE AS INDICATED ON THE DRAWING AND SPECIFICATION.
43. THE COST FOR THE EARTHWORK INCLUDING IMPORTED CLEAN FILL SHALL BE INCLUDED IN THE VARIOUS BID ITEMS IN THE CONTRACT.

BASE BID					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	CLEARING SITE, REMOVALS, EXCAVATION, REMOVE ANY DEAD VISIBLE TREES & REGRADING AS PER DRAWING.	L.S.	L.S.		
2	MODULAR BLOCK RETAINING WALL VARIABLE HEIGHT AS NEEDED.	S.F.	570		
3	CONCRETE CURB 9"X24"	L.F.	135		
4	CONCRETE CURB 9"X24" (FLUSH CURB).	L.F.	170		
5	INSTALLATION OF PAVERS WITH 5" THICK, DENSE GRADE AGGREGATE AND 1 1/2" SAND SETTING BED.	S.Y.	350		
6	CONCRETE STAIRS AS INDICATED ON THE DRAWING.	L.S.	L.S.		
7	6'(W) X4'(H) DOUBLE SWING ORNAMENTAL GATES.	UNIT	2		
8	7'(W) X6'(H) DOUBLE SWING ORNAMENTAL GATES.	UNIT	2		
9	4' HIGH ORNAMENTAL FENCE.	L.F.	460		
10	1 1/2" DIAM. STEEL STAIRS RAILING.	L.F.	60		
11	BACKLESS BENCH SIX FEET (L) MODEL 282 BY DUMOR SITE FURNISHING OR APPROVED EQUAL.	UNIT	15		
12	SOIL EROSION AND SEDIMENT CONTROL PLAN.	L.S.	L.S.		
13	LITTER CONTAINER TIMBER RENAISSANCE COLOMBIA CASCADE OR APPROVED EQUAL	UNIT	2		
14	REPOINT, WASH AND CLEAN EXISTING FRONT STONE WALLS, STAIR STONE WALLS AND STAIRS AS NEEDED.	L.S.	L.S.		
15	STUMPS REMOVAL AND GRINDING.	UNIT	11		
16	CLEANING, SANDING AND PAINT EXISTING ORNAMENTAL FENCE.	L.S.	L.S.		
17	SOIL AGGREGATE COURSE, VARIABLE THICKNESS.	C.Y.	300		
18	LANDSCAPING.	L.S.	L.S.		
19	REPAIR AND OR PACHING STAIR LANDING.	L.S.	L.S.		
20	TREE REMOVAL, 12" TO 24" DIA.	UNIT	8		
21	REMOVE PLASTER AND APPLY TWO COATS OF SEAL.	S.F.	365		
22	CHAIN LINK FENCE 6'-0" HIGH BLACK VINYL COATED.	L.F.	12		
23	CONCRETE PAD 6'X6' CLASS "B" REINFORCED.	S.F.	36		
24	SING 12"X18".	UNIT	1		

COUNTY OF HUDSON		
IMPROVEMENTS TO THE BIRD SANCTUARY IN JAMES J. BRADDOCK PARK TOWNSHIP OF NORTH BERGEN, NEW JERSEY		
GENERAL NOTES & BID QUANTITIES		GN&BQ
<small>SURVEYED BY: LICELOT NG-MOLINA</small>	<small>DRAWN BY: LICELOT NG-MOLINA</small>	<small>SCALE: N.T.S.</small>
<small>PLOTTED BY: LICELOT NG-MOLINA</small>	<small>CHECKED BY: THOMAS MALAVASI</small>	<small>DATE: MAY, 2017</small>
DRAWING NO. 3227	SHEET 2	OF 8
DIVISION OF ENGINEERING BERGEN SQUARE CENTER 830 BERGEN AVE. FL. #6B JERSEY CITY, N.J. 07306	<small>THOMAS MALAVASI, P.E., P.P., C.M.E., C.P.W.M. PROFESSIONAL ENGINEER</small>	
	<small>N.J. LIC. NO. 33464</small>	



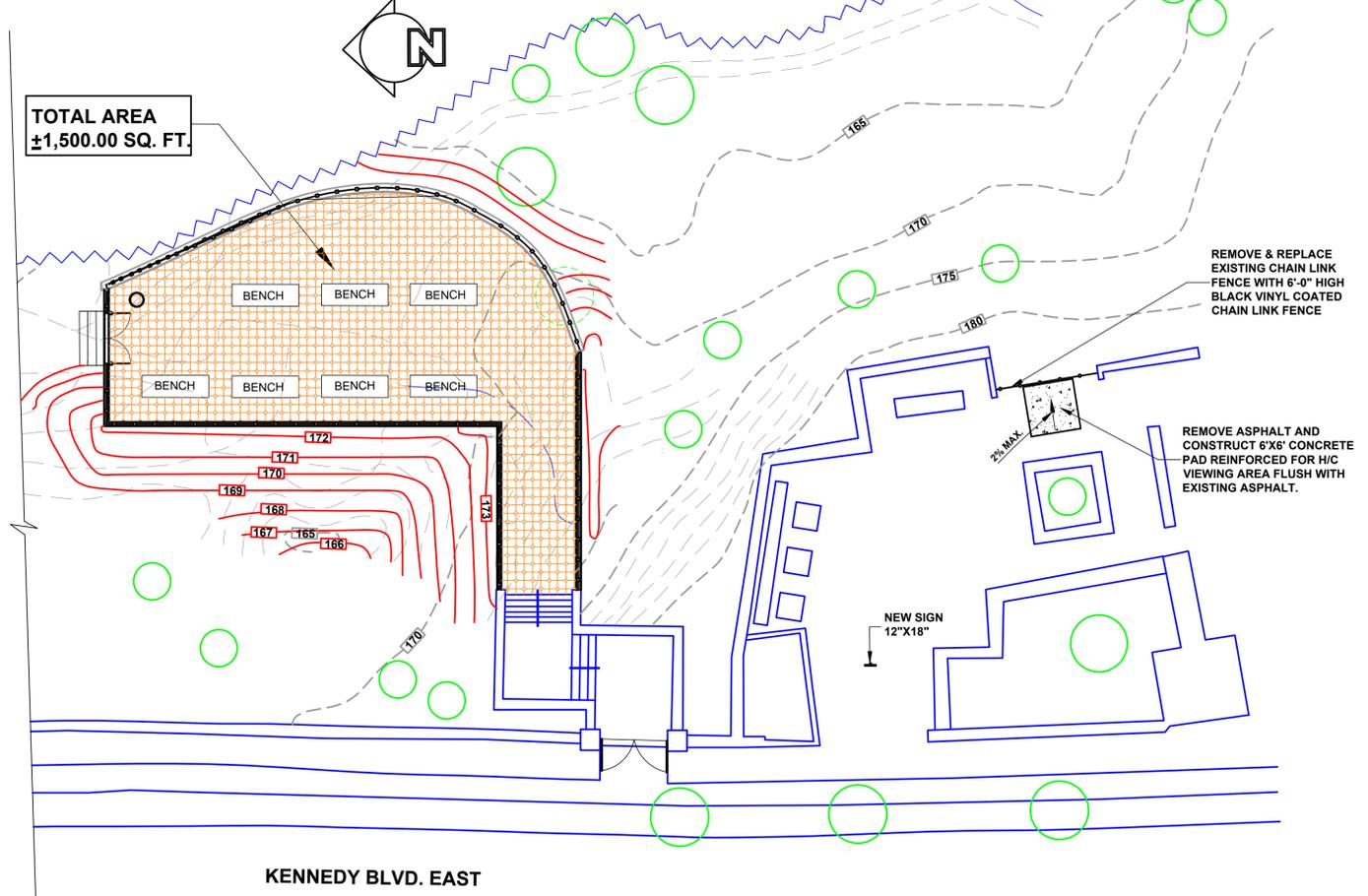
1 SITE PLAN
SCALE: 1"=20'-0"

SOUTH AREA
SEE DETAIL **A/3**

NORTH AREA
SEE DETAIL **1/6**

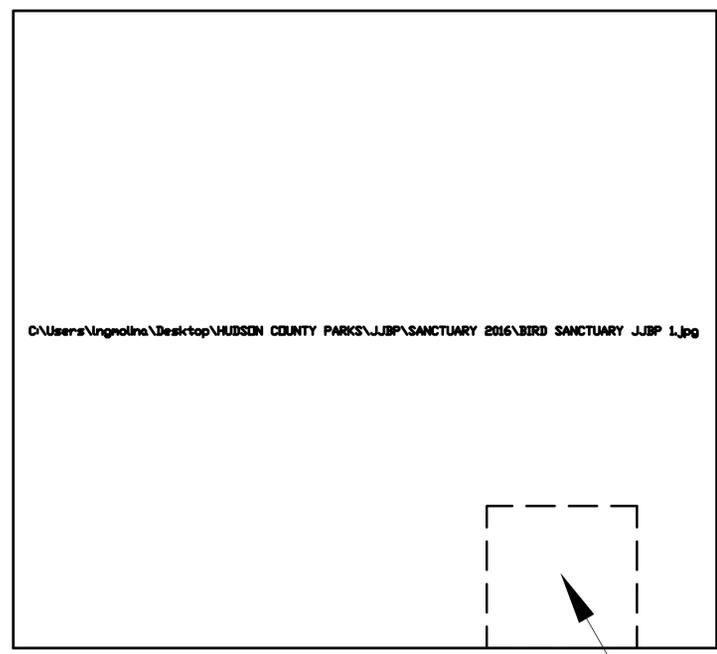
LEGEND

- ✕ 00.00 EXISTING SPOT ELEVATION
- 00.00 NEW SPOT ELEVATION
- - - 00.00 EXISTING CONTOUR LINE
- 00.00 PROPOSED CONTOUR LINE
- NEW ORNAMENTAL FENCE 4'-0" (H)
- NEW PAVERS
- EXISTING TREE TO REMAIN
- NEW 6'-0" BENCH
- NEW 6'(W) X4'(H) OR 7'(W) X6'(H) ORNAMENTAL GATE
- NEW MODULAR BLOCK RETAINING WALL VARIABLE HEIGHT AS REQUIRED
- NEW 9"X24" CONCRETE CURBS
- LITTER CONTAINER



TOTAL AREA
±1,500.00 SQ. FT.

A PARTIAL SITE PLAN - SOUTH AREA
SCALE: 1"=10'-0"



2 KEY MAP
SCALE: N.T.S.

PROJECT SITE

COUNTY OF HUDSON	
IMPROVEMENTS TO THE BIRD SANCTUARY IN JAMES J. BRADDOCK PARK TOWNSHIP OF NORTH BERGEN, N.J.	
WALKPATH NORTH AND SOUTH AREA AND PARTIAL PLAN (SOUTH)	WNSPP
<small>SURVEYED BY: L. NG M.SP</small>	<small>DRAWN BY: LICELOT NG-MOLINA</small>
<small>PLOTTED BY: L. NG-MOLINA</small>	<small>CHECKED BY: THOMAS MALAVASI</small>
<small>DRAWING NO. 3227</small>	<small>SHEET 3 OF 8</small>
<small>DIVISION OF ENGINEERING BERGEN SQUARE CENTER 830 BERGEN AVE. FL. #6B JERSEY CITY, N.J. 07306</small>	
<small>THOMAS MALAVASI, P.E., P.P., C.M.E., C.P.W.M. PROFESSIONAL ENGINEER</small>	
<small>FILE & DWG. NO. 3227</small>	

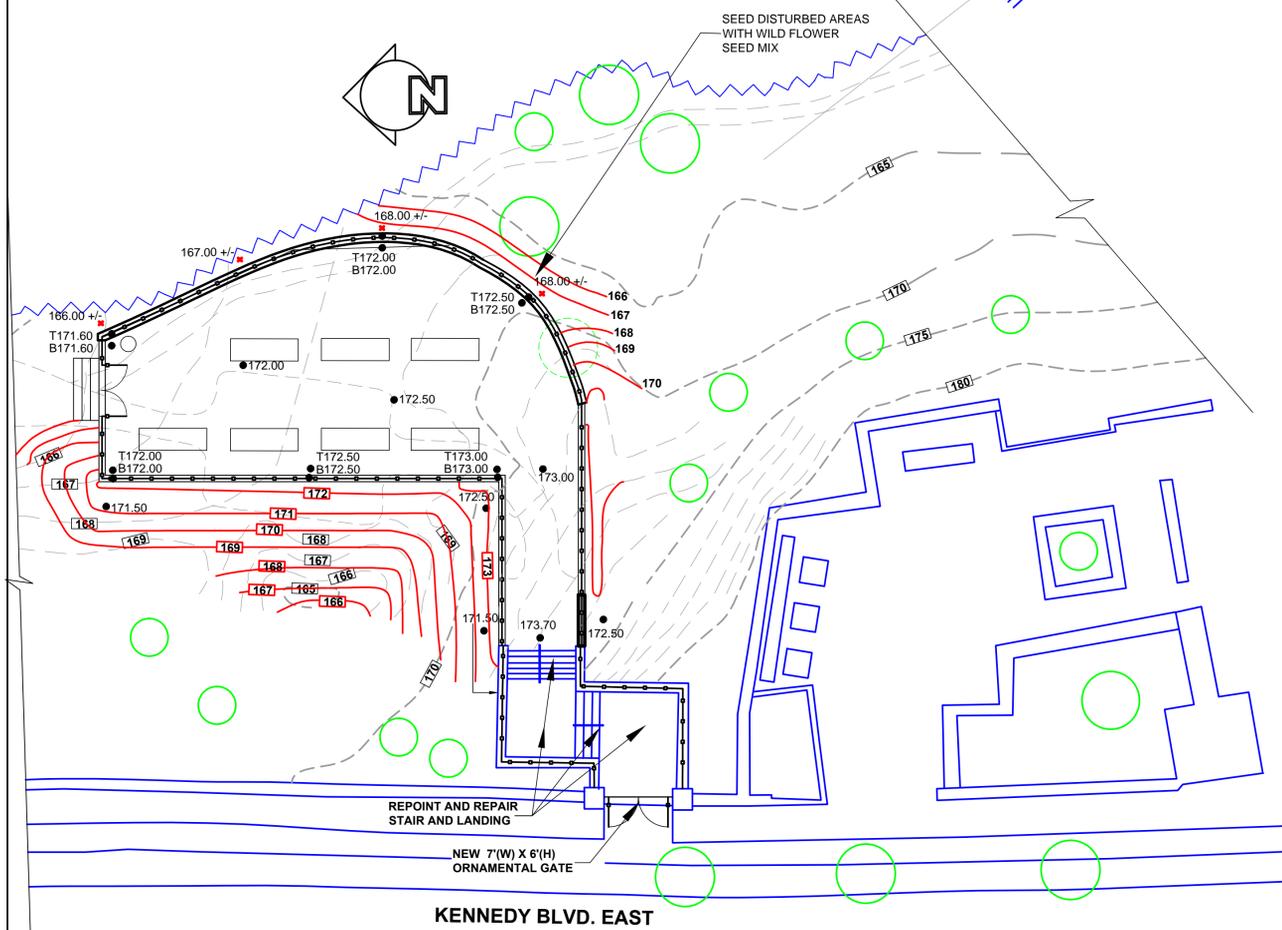
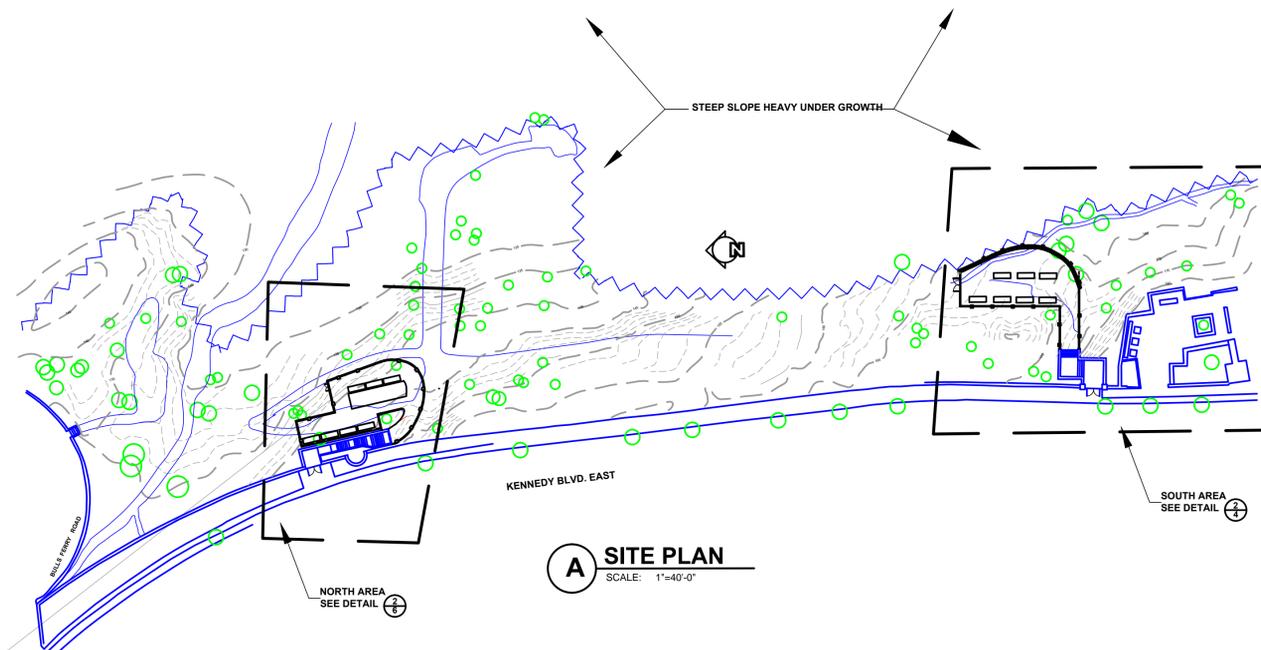
C:\Users\lmgolna\Desktop\HUDSON COUNTY PARKS\JJB\SANCTUARY 2016\BIRD SANCTUARY JJB 1.jpg

GENERAL NOTES

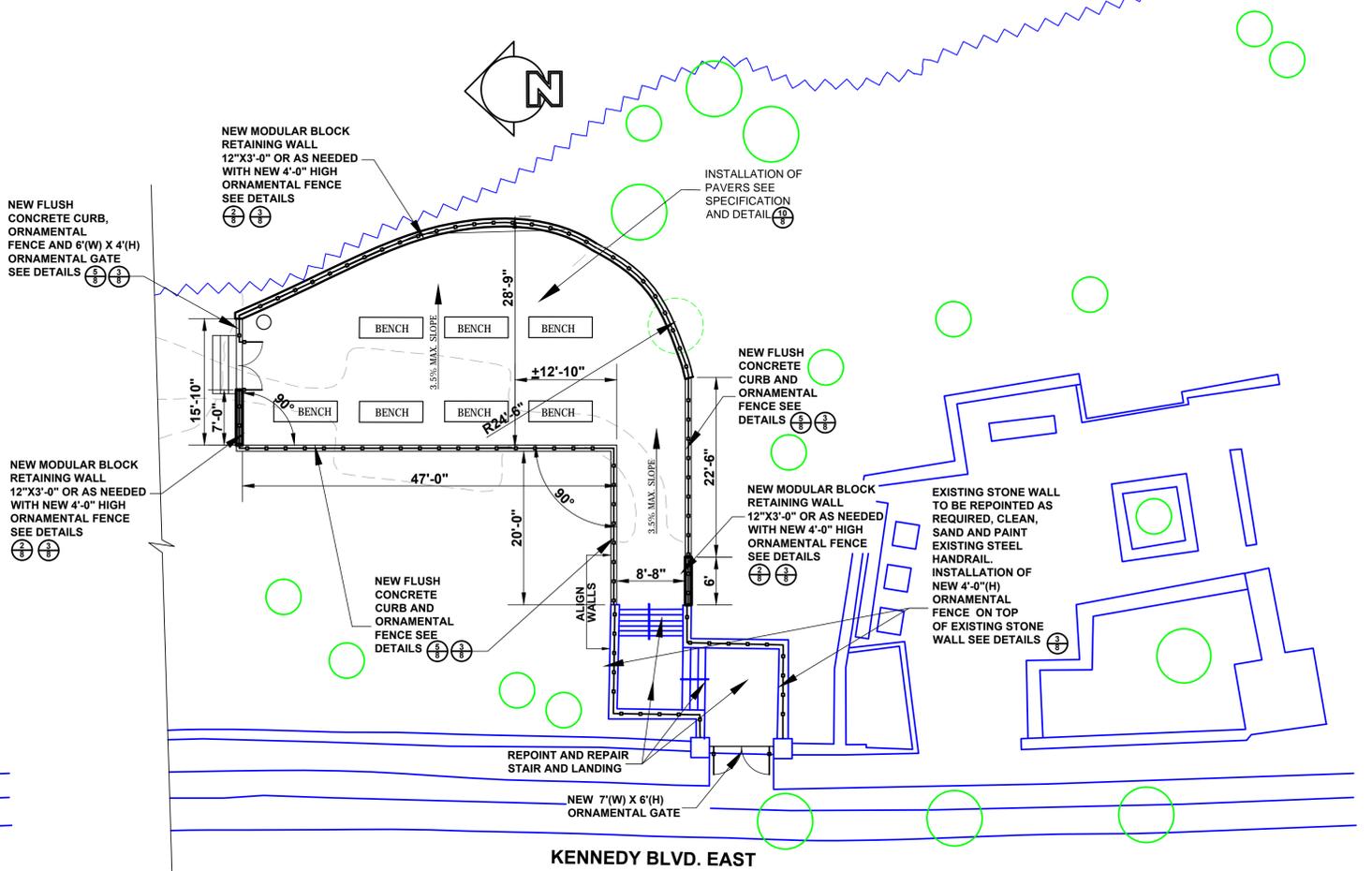
1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ALL UTILITIES MARKED OUT. (1-800-272-1000)
2. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS COVERING THE WORK.
3. LAYOUT OF WORK SHALL BE ADJUSTED IN THE FIELD TO MEET EXISTING SITE CONDITIONS AS APPROVED BY THE PROJECT ENGINEER. ADJUSTMENT OF WORK SHALL BE DONE AT NO ADDITIONAL COST TO HUDSON COUNTY.
4. PROTECTION OF EXISTING TREES, WALKS, AND OTHER SITE IMPROVEMENTS TO REMAIN SHALL BE THE CONTRACTOR'S RESPONSIBILITY. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO THE SATISFACTION OF THE COUNTY AND THE ENGINEER AT NO ADDITIONAL EXPENSE TO THE COUNTY.
5. CONTRACTOR IS RESPONSIBLE FOR KEEPING TWO SETS OF PROJECT DRAWINGS ON-SITE AT ALL TIMES. ONE SET IS TO BE MAINTAINED IN ITS ORIGINAL CONDITION THE SECOND SET IS TO BE USED AS FIELD COPY PROJECT RECORD DRAWING. ALL UNFORESEEN CONDITION, DEVIATIONS FROM ORIGINAL DESIGN, ETC. ARE TO BE CLEARLY AND NEATLY DRAWN.
6. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING REVIEW AND PERMITTING AGENCIES AND COORDINATING INSPECTIONS.
7. ON-SITE STOCK PILING OF CONSTRUCTION DEBRIS. EXCESS EXCAVATION SPOILS IS NOT PERMITTED MATERIALS MUST BE DISPOSED OF OFF OWNER'S PROPERTY IN A TIMELY AND LEGAL MANNER.
8. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING AND PROPOSED GRADES PRIOR TO THE INSTALLATION OF NEW WORK. ANY DISCREPANCIES FOUND AFTER WORK HAS COMMENCED OR BEEN INSTALLED SHALL BE CORRECTED AT NO ADDITIONAL EXPENSE TO THE COUNTY.
10. FINISHING GRADING OR PAVER SURFACE TO GENERALLY FOLLOW EXISTING GRADE AND NOT EXCEED 3.5% SLOPE.

LEGEND

- ✕ 00.00 EXISTING SPOT ELEVATION
- 00.00 NEW SPOT ELEVATION
- - - 00.00 EXISTING CONTOUR LINE
- 00.00 PROPOSED CONTOUR LINE
- NEW ORNAMENTAL FENCE 4'-0" (H)
- NEW PAVERS
- EXISTING TREE TO REMAIN
- NEW 6'-0" BENCH
- ⌒ NEW 6'(W) X4'(H) OR 7'(W) X6'(H) ORNAMENTAL GATE
- ▬ NEW MODULAR BLOCK RETAINING WALL VARIABLE HEIGHT AS REQUIRED
- ▬ NEW 9"X24" CONCRETE CURBS
- LITTER CONTAINER

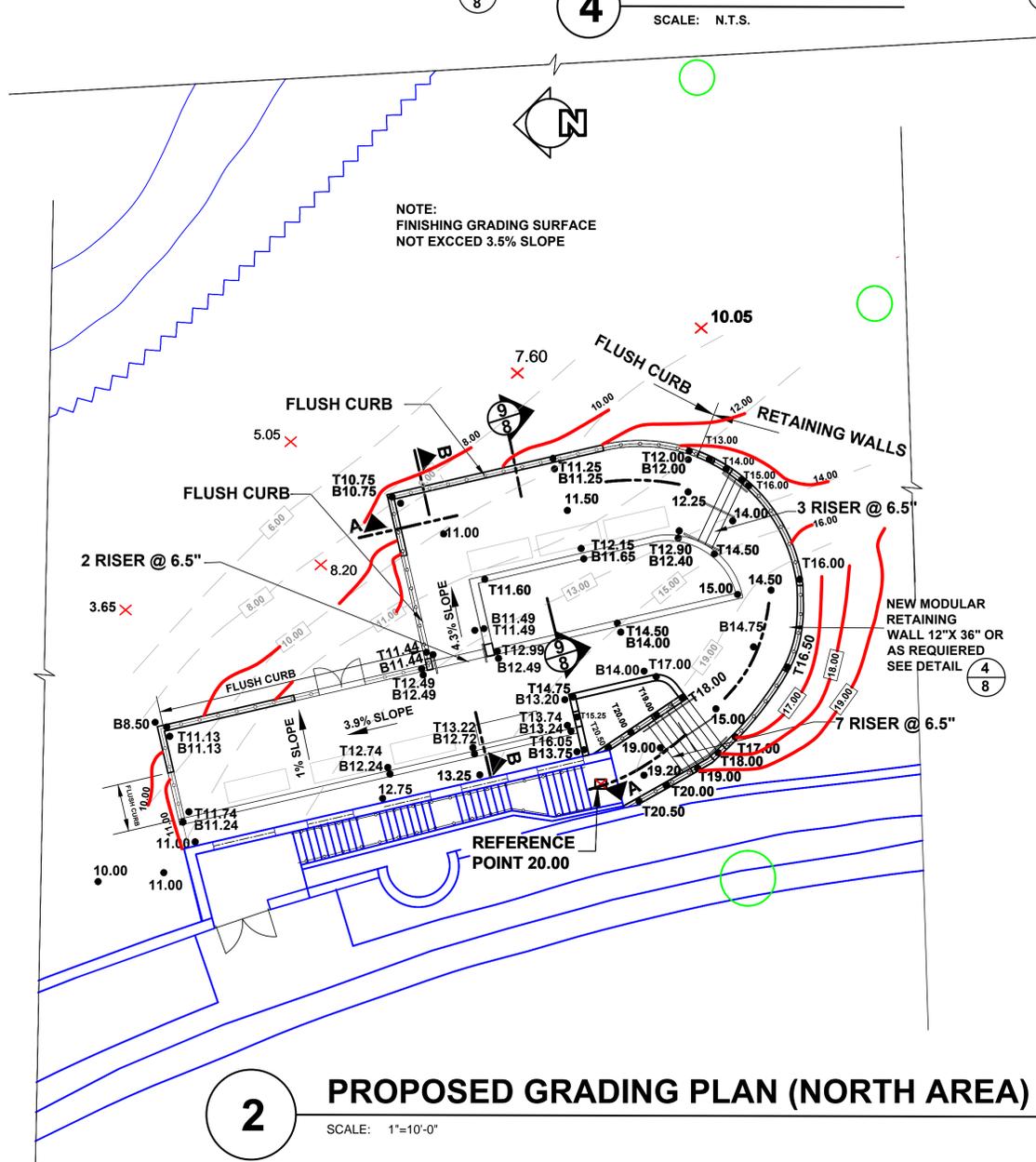
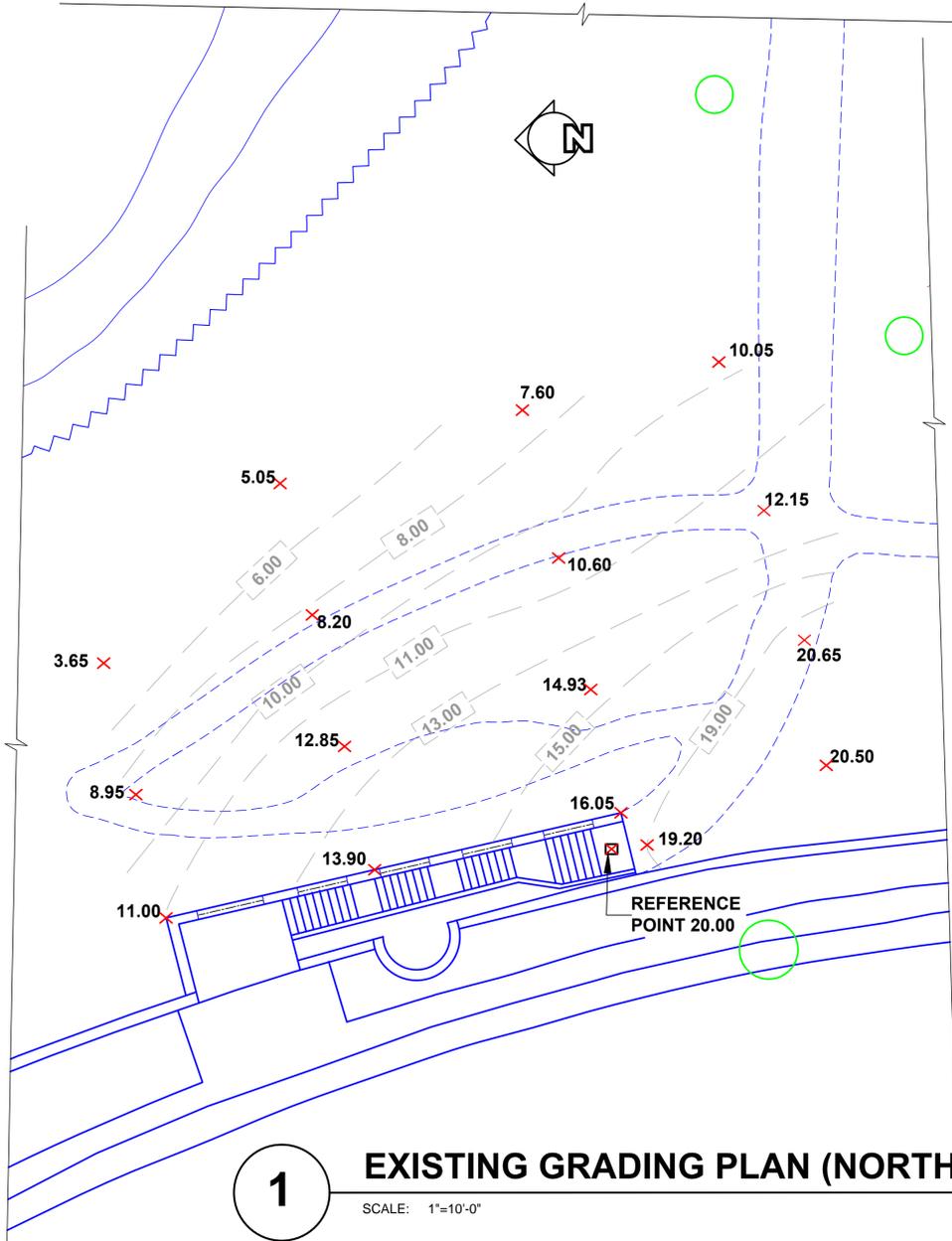
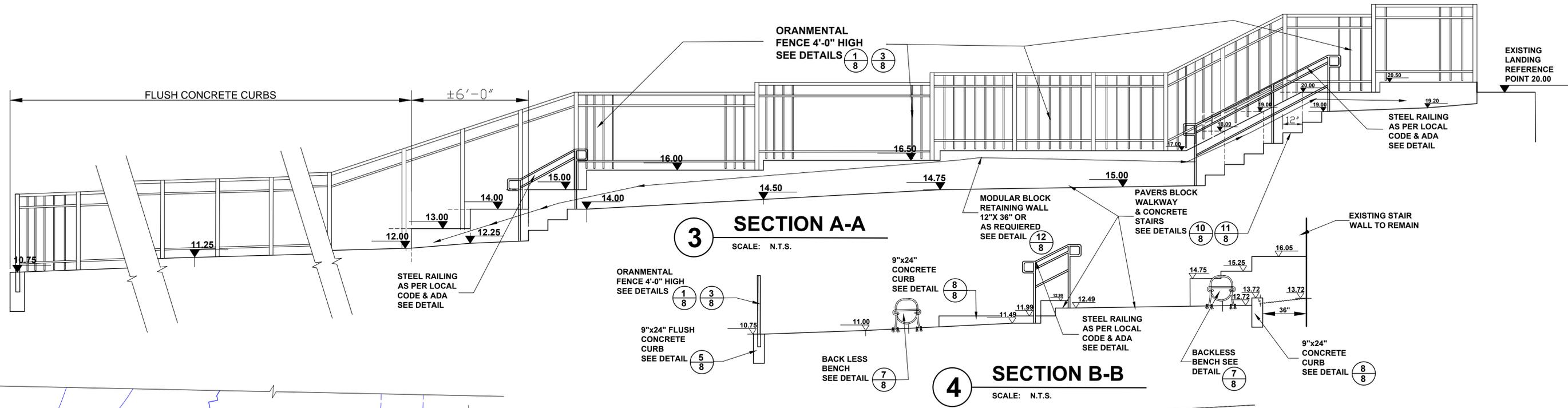


1 NEW GRADING PLAN - SOUTH AREA
SCALE: 1"=10'-0"



2 DIMENSION AND CONSTRUCTION PLAN - SOUTH AREA
SCALE: 1"=10'-0"

COUNTY OF HUDSON	
IMPROVEMENTS TO THE BIRD SANCTUARY IN JAMES J. BRADDOCK PARK TOWNSHIP OF NORTH BERGEN, N.J.	
SITE PLAN AND CONSTRUCTION PLAN (SOUTH AREA)	
SPCP	
<small>SURVEYED BY: L. NG M/SP</small>	<small>DRAWN BY: LICELOT NG-MOLINA</small>
<small>PLOTTED BY: L. NG-MOLINA</small>	<small>CHECKED BY: THOMAS MALAVASI</small>
<small>DRAWING NO. 3227</small>	<small>DATE: MAY, 2017</small>
<small>SHEET 4</small>	<small>OF 8</small>
<small>DIVISION OF ENGINEERING BERGEN SQUARE CENTER 830 BERGEN AVE. #6B JERSEY CITY, N.J. 07306</small>	
<small>THOMAS MALAVASI, P.E., P.P., C.M.E., C.P.W.M. PROFESSIONAL ENGINEER</small>	
<small>FILE & DWG. NO. 3227</small>	



- LEGEND**
- ✕ 00.00 EXISTING SPOT ELEVATION
 - 00.00 NEW SPOT ELEVATION
 - - - 00.00 EXISTING CONTOUR LINE
 - 00.00 PROPOSED CONTOUR LINE
 - NEW ORNAMENTAL FENCE 4'-0" (H)
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 - EXISTING TREE TO REMAIN
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 - ⌒ NEW 6'(W) X4'(H) OR 7'(W) X6'(H) ORNAMENTAL GATE
 - ▬ NEW MODULAR BLOCK RETAINING WALL VARIABLE HIGHT AS REQUIRED
 - ▬ NEW 9"X24" CONCRETE CURBS
 - LITTER CONTAINER

COUNTY OF HUDSON

**IMPROVEMENTS TO THE BIRD SANCTUARY
IN JAMES J. BRADDOCK PARK
TOWNSHIP OF NORTH BERGEN, N.J.**

**EXISTING & PROPOSED GRADING
& SECTIONS PLAN (NORTH AREA)** EPGSP

SURVEYED BY: L. NG/MSP DRAWN BY: LICELOT NG-MOLINA SCALE: AS NOTED
 PLOTTED BY: L. NG-MOLINA CHECKED BY: THOMAS MALAVASI DATE: MAY, 2017
 DRAWING NO. 3227 SHEET 5 OF 8

DIVISION OF ENGINEERING BERGEN SQUARE CENTER
830 BERGEN AVE. #6B
JERSEY CITY, N.J. 07306

THOMAS MALAVASI, P.E., P.P., C.M.E., C.P.W.M.
PROFESSIONAL ENGINEER
N.J. LIC. NO. 33664 DATE

FILE & DWG. NO. 3227

SOIL EROSION AND SEDIMENT CONTROL NOTES
(To be included on the signed erosion control plan sheet)

- All soil erosion and sediment control practices on this plan will be constructed in accordance with the "New Jersey Standards for Soil Erosion and Sediment Control" 7th Edition last revised January 2014. These measures will be installed prior to any major soil disturbance or in their proper sequence and maintained until permanent protection is established.
- All soil to be exposed or stockpiled for a period of greater than 14 days, and not under active construction, will be temporarily seeded and hay mulched or otherwise provided with vegetative cover. This temporary cover shall be maintained until such time whereby permanent stabilization is established.
- Seeding Dates:** The following seeding dates are recommended to best establish permanent vegetative cover within most locations in the HEPCSD: Spring - 3/1-5/15 and Fall - 8/15 - 10/1
- Sediment fences are to be properly trenched and maintained until permanent vegetative cover is established
- All storm drainage inlets shall be protected by one of the practices accepted in the Standards, and protection shall remain until permanent stabilization has been established. Storm drainage outlet points shall be protected as required before they become functional.
- Mulch materials shall be un-rotted small grain straw applied at the rate of 70 to 90 pounds per 1,000 square feet and anchored with a mulch anchoring tool, liquid mulch binders, or netting tie down. Other suitable materials may be used if approved by the Soil Conservation District.
- All erosion control devices shall be periodically inspected, maintained and corrected by the contractor. Any damage incurred by erosion shall be rectified immediately.
- The Hudson-Essex-Passaic Soil Conservation District will be notified in writing at least 48 hours prior to any soil disturbing activities. Fax - (862) 333-4507 OR email - INFORMATION@HEPSCD.ORG
- The applicant must obtain a District issued Report-of-Compliance prior to applying for the Certificate of Occupancy or Temporary Certificate of Occupancy from the respective municipality, NJ - DCA or any other controlling agency.** Contact the District at 862-333-4505 to request a Final Inspection, giving advanced notice upon completion of the stabilization measures. A performance deposit may be posted with the District when winter weather or snow cover prohibits the proper application of seed, mulch, fertilizer or hydro-seed.
- Paved roadways must be kept clean at all times. Do not utilize a fire or garden hose to clean roads unless the runoff is directed to a properly designed and functioning sediment basin. Water pumped out of the excavated areas contains sediments that must be removed prior to discharging to receiving bodies of water using removable pumping stations, sump pits, portable sedimentation tanks and/or silt control bags.
- All surfaces having lawn or landscaping as final cover are to be provided topsoil prior to re-seeding, sodding or planting. A depth of 5 inches (unsettled) is recommended.
- All plan revisions must be submitted to the District for proper review and approval.
- A crushed stone wheel cleaning tracking-pad is to be installed at all site exits using 2 1/2 - 1" crushed angular stone (ASTM 2 or 3) to a minimum length of 50 feet and minimum depth of 6". All driveways must be provided with crushed stone until paving is complete.
- Steep slopes incurring disturbance may require additional stabilization measures. These "special" measures shall be designed by the applicant's engineer and be approved by the Soil Conservation District.
- The Hudson-Essex-Passaic Soil Conservation District shall be notified, in writing, for the sale of any portion of the project or for the sale of individual lots. New owners' information shall be provided. Additional measures deemed necessary by District officials shall be implemented as conditions warrant.**

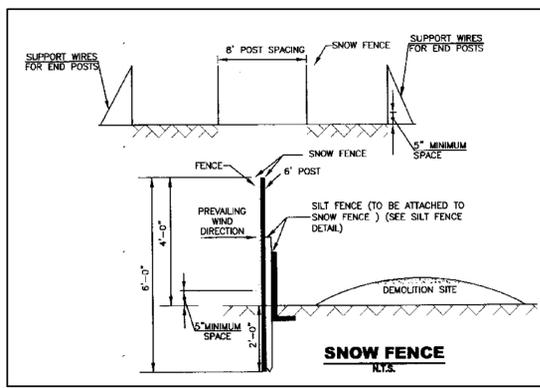
REQUIREMENTS FOR SILT FENCE:

- FENCE POSTS SHALL BE SPACED 8 FEET CENTER TO CENTER OR CLOSER. THEY SHALL EXTEND AT LEAST 2 FEET INTO THE GROUND AND EXTEND AT LEAST 2 FEET ABOVE GROUND (FIG. 25-2). POSTS SHALL BE CONSTRUCTED OF HARDWOOD WITH A MINIMUM DIAMETER THICKNESS OF 1.5 INCHES.
- A METAL FENCE WITH 6 INCH OR SMALLER OPENINGS AND AT LEAST 2 FEET HIGH MAY BE UTILIZED, FASTENED TO THE FENCE POSTS, TO PROVIDE REINFORCEMENT AND SUPPORT TO THE GEOTEXTILE FABRIC WHERE SPACE FOR OTHER PRACTICES IS LIMITED AND HEAVY SEDIMENT LOADING IS EXPECTED.
- A GEOTEXTILE FABRIC, RECOMMENDED FOR SUCH USE BY THE MANUFACTURER, SHALL BE BURIED AT LEAST 6 INCHES DEEP IN THE GROUND. THE FABRIC SHALL EXTEND AT LEAST 2 FEET ABOVE THE GROUND. THE FABRIC MUST BE SECURELY FASTENED TO THE POSTS USING A SYSTEM CONSISTING OF METAL FASTENERS (NAIL OR STAPLES) AND A HIGH STRENGTH REINFORCEMENT MATERIAL (NYLON WEBBING, GROMMETS, WASHERS ETC.) PLACED BETWEEN THE FASTENERS AND THE GEOTEXTILE FABRIC. THE FASTENING SYSTEM SHALL RESIST TEARING AWAY FROM THE POSTS. THE FABRIC SHALL INCORPORATE A DRAWSTRING IN THE TOP PORTION OF THE FENCE FOR ADDED STRENGTH.

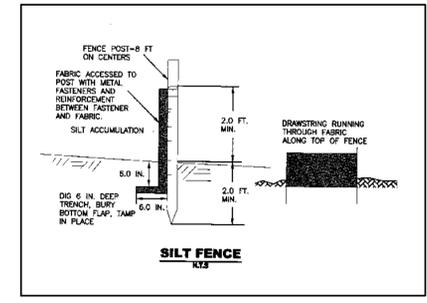
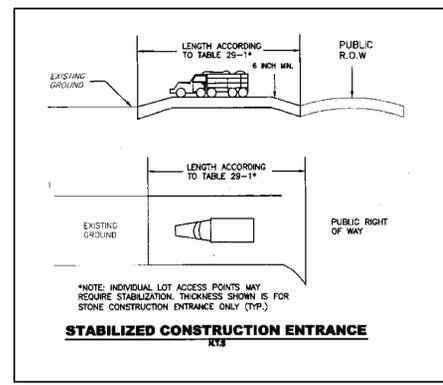
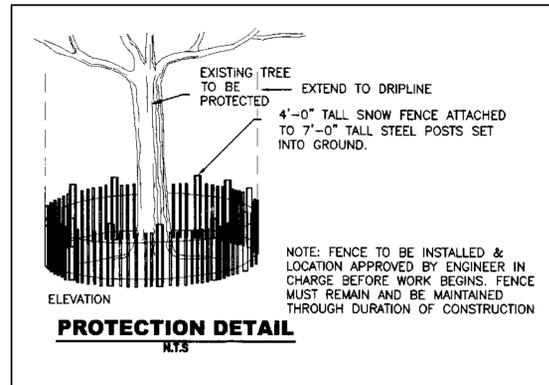
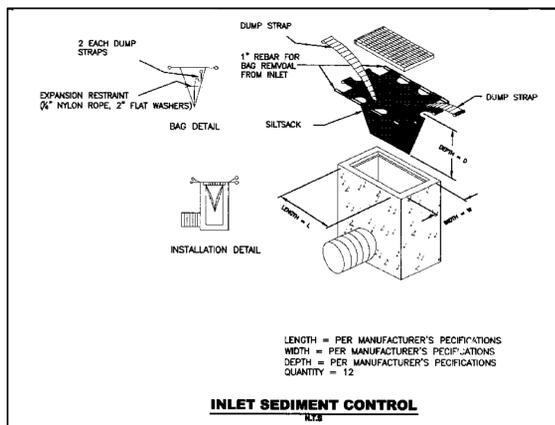
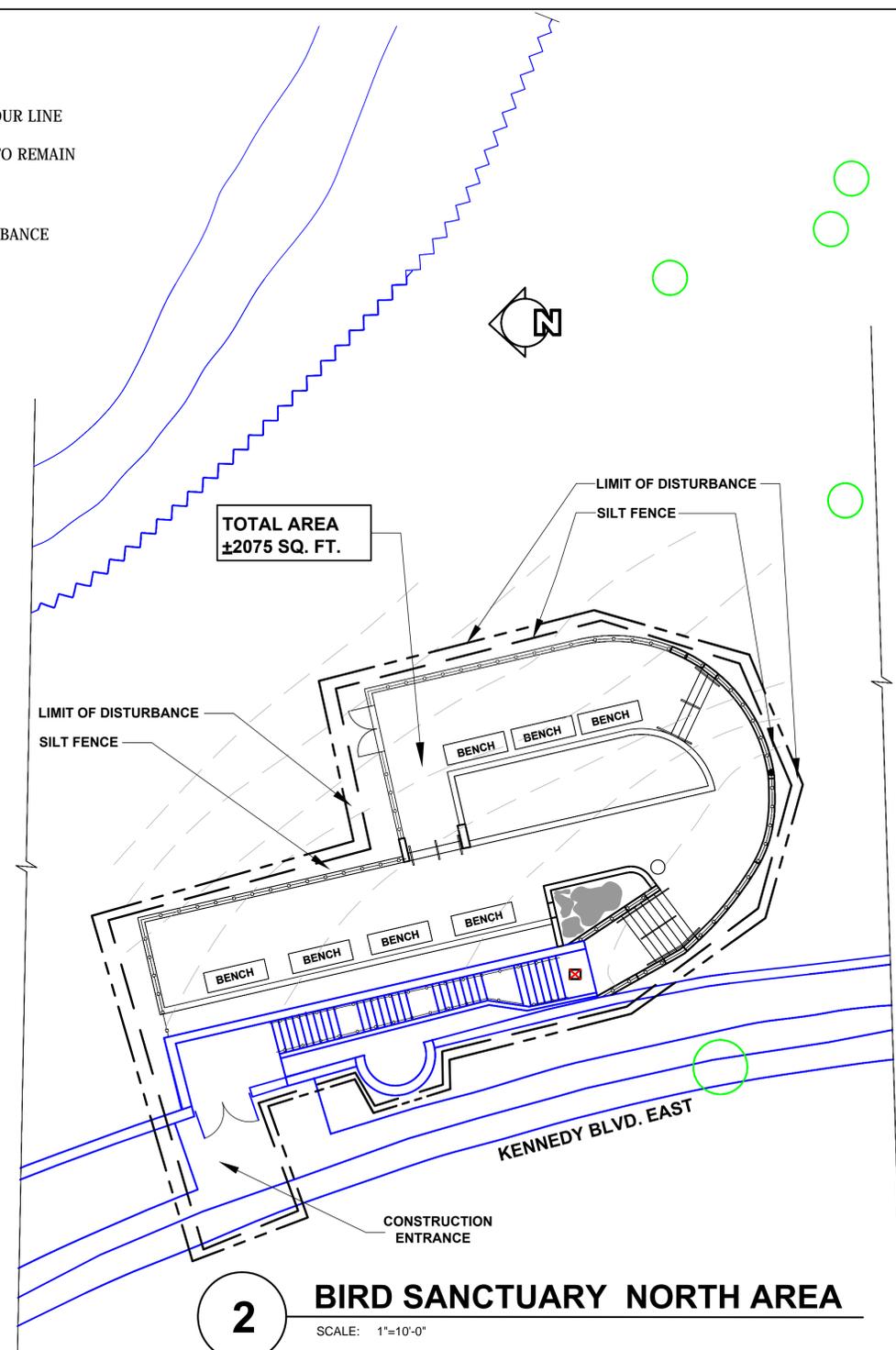
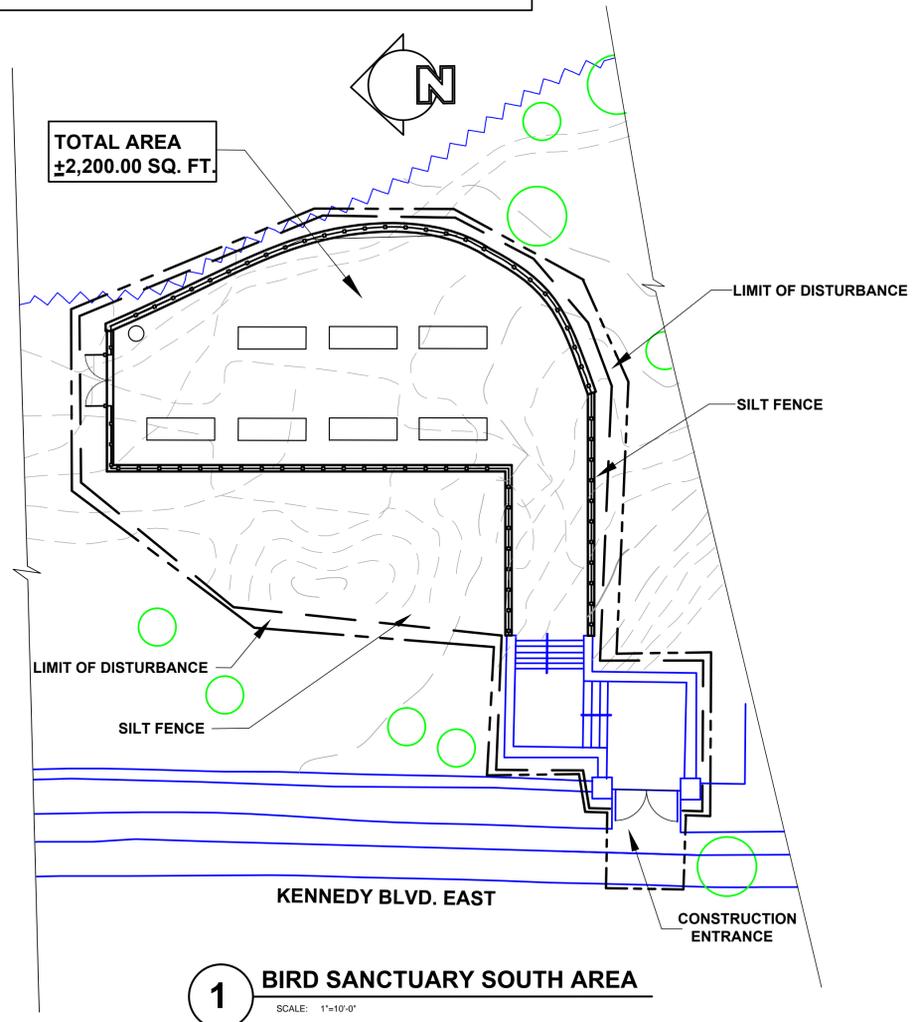
NOTE: THE SILTSACK WILL BE MANUFACTURED FROM A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS.

HI - FLOW SILTSACK
(FOR AREAS OF MODERATE TO HEAVY PRECIPITATION AND RUN-OFF)

PROPERTIES	UNITS	
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS.
GRAB TENSILE ELONGATION	ASTM D-4832	20%
PUNCTURE	ASTM D-4833	135 LBS.
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS.
UV RESISTANCE	ASTM D-4355	90%
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC-1



- LEGEND:**
- EXISTING CONTOUR LINE
 - EXISTING TREE TO REMAIN
 - SILT FENCE
 - LIMIT OF DISTURBANCE



COUNTY OF HUDSON

IMPROVEMENTS TO THE BIRD SANCTUARY IN JAMES J. BRADDOCK PARK TOWNSHIP OF NORTH BERGEN, N.J.

SOIL EROSION AND SEDIMENT CONTROL PLAN SOUTH/NORTH AREA **SESCP**

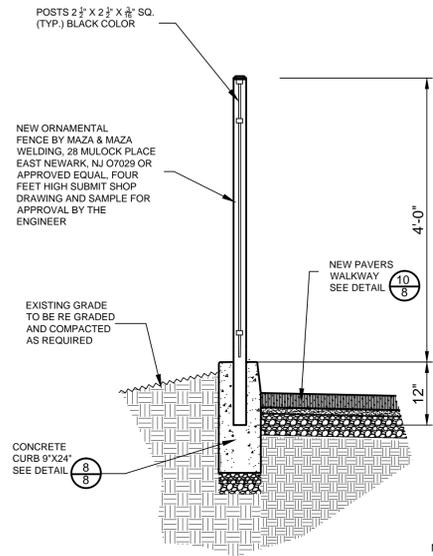
SURVEYED BY: L. NG MOLINA DRAWN BY: LICELOT NG-MOLINA SCALE: AS NOTED
 PLOTTED BY: L. NG-MOLINA CHECKED BY: THOMAS MALAVASI DATE: MAY, 2017
 DRAWING NO. 3227 SHEET 7 OF 8

DIVISION OF ENGINEERING
BERGEN SQUARE CENTER
830 BERGEN AVE. FL. #6B
JERSEY CITY, N.J. 07306

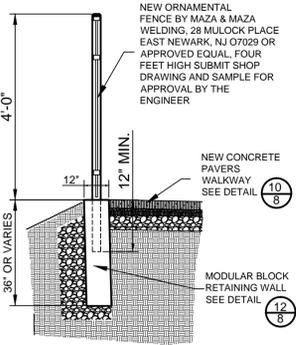
THOMAS MALAVASI, P.E., P.P., C.M.E., C.P.W.M.
PROFESSIONAL ENGINEER

DATE _____
N.J. LIC. NO. 33864

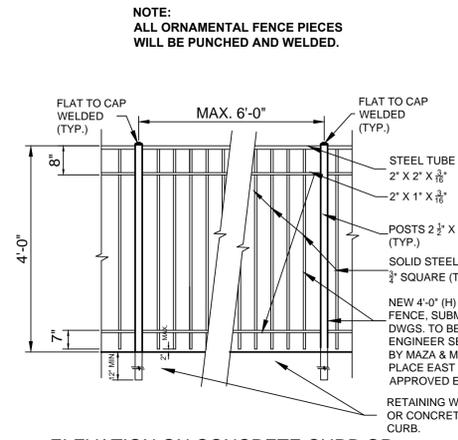
FILE & DWG. NO. 3227



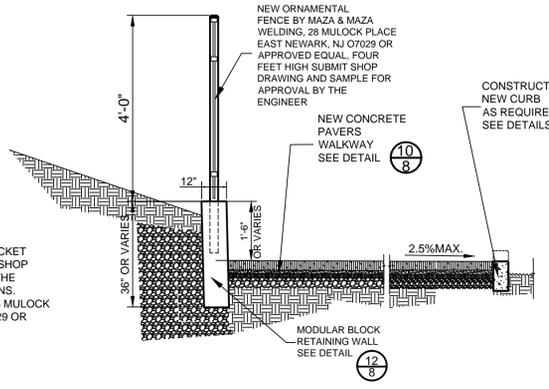
1 ORNAMENTAL FENCE DETAIL
SCALE: N.T.S.



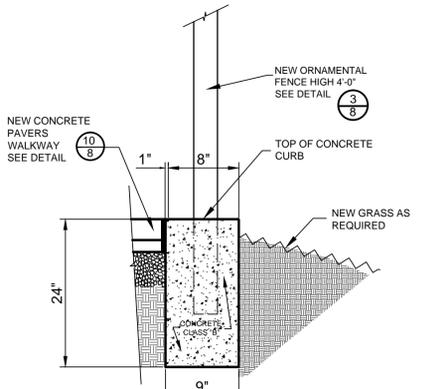
2 MODULAR BLOCK RETAINING WALL DETAIL
SCALE: N.T.S.



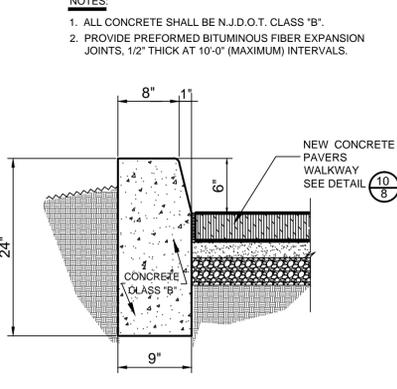
3 ELEVATION ON CONCRETE CURB OR REINFORCED CONCRETE RETAINING WALL
SCALE: N.T.S.



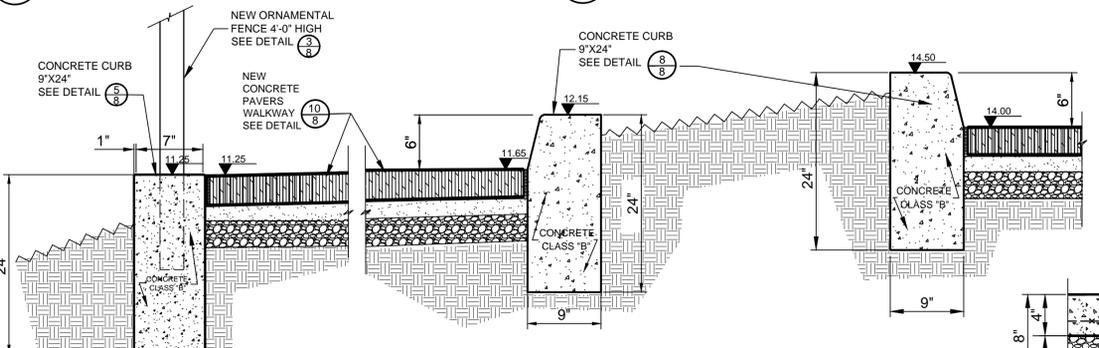
4 MODULAR BLOCK RETAINING WALL DETAIL
SCALE: N.T.S.



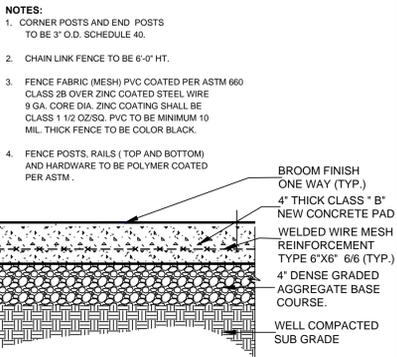
5 CONCRETE FLUSH CURB DETAIL
NOT SCALE



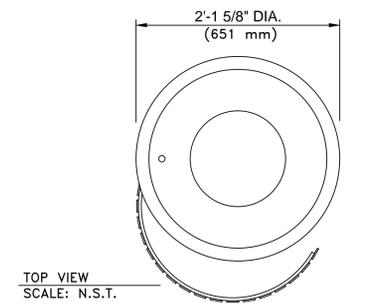
8 CONCRETE CURB/PAVER DETAIL
NOT TO SCALE



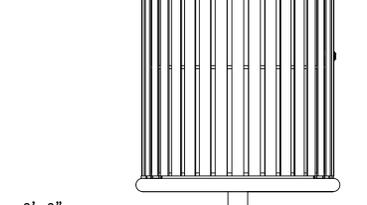
9 SECTION DETAIL C-C
NOT TO SCALE



13 CONCRETE PAD DETAIL



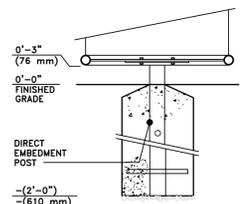
TOP VIEW
SCALE: N.T.S.



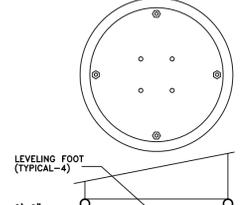
FRONT VIEW
SCALE: N.T.S.

INCLUDES 32-GALLON RECYCLED PLASTIC LINER. SEE DETAILS AT RIGHT FOR INDIVIDUAL MODELS.
LITTER CONTAINER SHALL BE TIMBER RENAISSANCE SERIES MODEL NO. 2816-FT, MANUFACTURER, COLUMBIA CASCADE COMPANY.

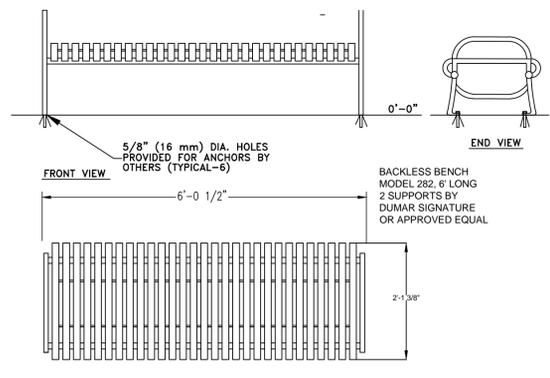
6 LITTER CONTAINER DETAILS
N.T.S.



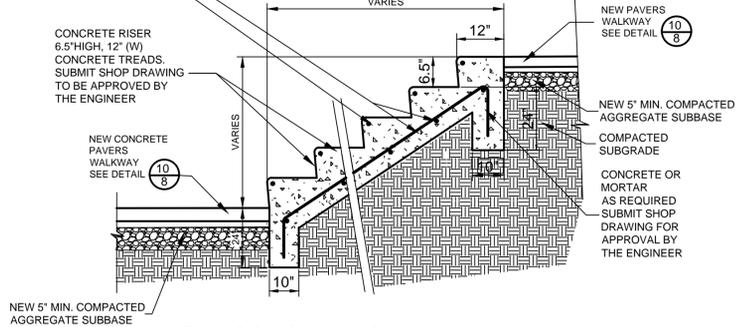
NOTE: CONCRETE FOOTING AND NO. 4 REBAR PER LOCAL SOIL CONDITIONS, CONSULT PROJECT ENGINEER FOR EXACT REQUIREMENTS.
2816-FT-E (EMBEDMENT)
SCALE: N.T.S.



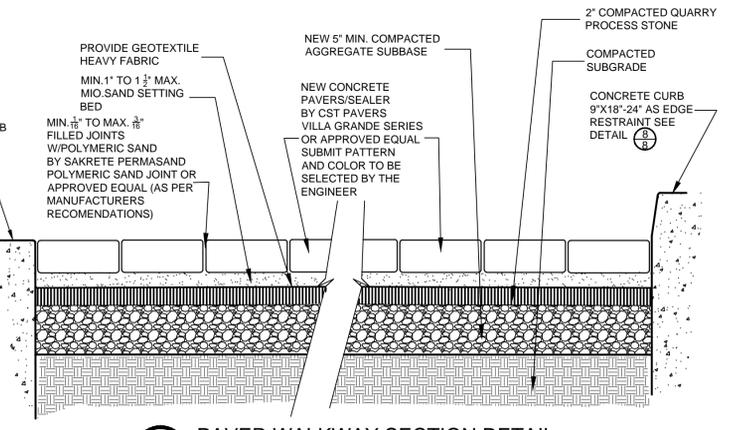
2816-FT-L (LEVELING MOUNT)
SCALE: N.T.S.



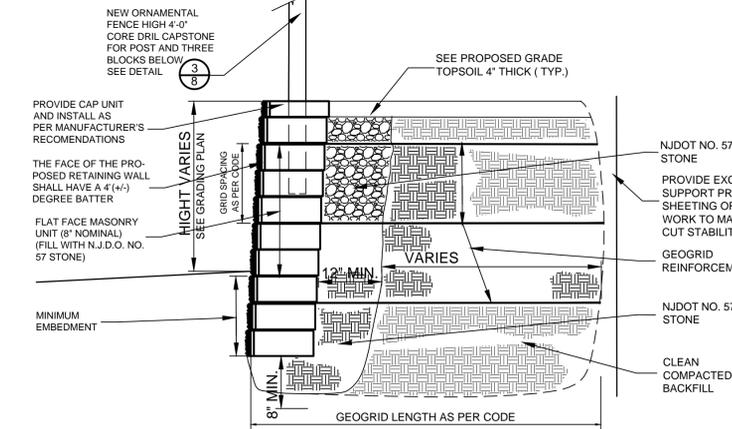
7 BACKLESS BENCH DETAILS
N.T.S.



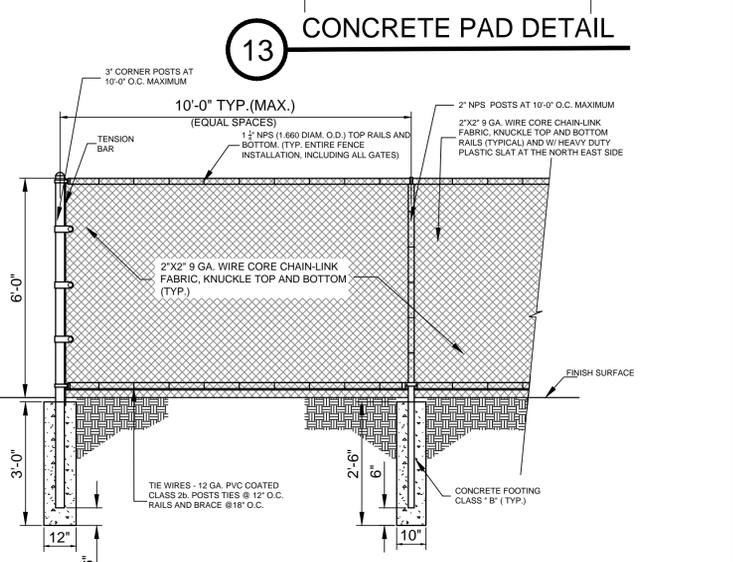
11 CONCRETE STAIR DETAIL
SCALE: N.T.S.



10 PAVER WALKWAY SECTION DETAIL
NOT TO SCALE



12 MODULAR BLOCK RETAINING WALL DETAIL
NOT TO SCALE



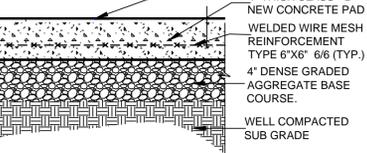
14 6'-0" HIGH CHAIN LINK FENCE
SCALE: N.T.S.

NOTES:

- CURBS AND REINFORCED RETAINING WALL CONCRETE TO BE N.J.D.O.T. CLASS 'B'.
- PROVIDE PRE FORMED BITUMINOUS FIBER EXPANSION JOINT MATERIAL 1/2" THICK, AS SHOWN IN DETAIL.
- PROVIDE BARS AS SHOWN ON DETAILS FOR NEW REINFORCED CONCRETE WALL.
- CONTRACTOR SHALL CHECK UNIFORMITY OF CURB ELEVATION AND PROFILE USING STRING LINE OR OTHER APPROVED METHOD AS REQUIRED TO MAKE ADJUSTMENTS IN WALKWAY GRADE TO ELIMINATE IRREGULARITIES. FINISHED WALKWAY SHALL HAVE UNIFORM SLOPE OF 1/4" FOR ONE (1) FOOT.
- CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS BEFORE START OF WORK WHICH SHALL BE APPROVED BY THE COUNTY ENGINEER. NO ADDITIONAL PAYMENT WILL BE MADE FOR PROTECTION OF TRAFFIC. EXTRA COST SHALL BE INCLUDED IN OTHER ITEMS IN THE BID. THE ADDRESS AND PHONE OF REPRESENTATIVE OF H. C. SHERIFF FOR SERVICES IS: OFFICE OF SHERIFF, SGT. RICHARD KROMITZ, 549 DUNCAN AVENUE, JERSEY CITY, NJ 07306.(201)9151300.
- THE CONTRACTOR IS ADVISED THAT MAY ENCOUNTER BEDROCK AND UTILITIES WHEN EXCAVATING FOR THE INSTALLATION OF SUCH ITEMS AS CURB OR RETAINING WALL. ANY DAMAGE TO UTILITIES SHALL BE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ALL COST FOR REPAIRS SHALL BE BORNE BY THE CONTRACTOR. CONTRACTOR SHALL CALL FOR MARKDOWN 1800-272-1000.
- THE CONTRACTOR SHALL CHECK THE DIMENSION PRIOR TO CONSTRUCTION. IN EVENT OF AN ERROR OR DISCREPANCY ON THE PLAN THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER.
- DISTURBED AREAS SHALL BE MAINTAINED IN A ROUGH GRADED CONDITION AND TEMPORARILY SEEDED AND MULCHED UNTIL PROPER WEATHER CONDITIONS EXIST FOR THE ESTABLISHMENT OF PERMANENT VEGETATIVE COVER.

NOTES:

- CORNER POSTS AND END POSTS TO BE 3" O.D. SCHEDULE 40.
- CHAIN LINK FENCE TO BE 6'-0" HT.
- FENCE FABRIC (MESH) PVC COATED PER ASTM 660 CLASS 2B OVER ZINC COATED STEEL WIRE 9 GA. CORE DIA. ZINC COATING SHALL BE CLASS 1 1/2 OZ/SQ. PVC TO BE MINIMUM 10 MIL. THICK FENCE TO BE COLOR BLACK.
- FENCE POSTS, RAILS (TOP AND BOTTOM) AND HARDWARE TO BE POLYMER COATED PER ASTM.



BROOM FINISH ONE WAY (TYP.)
4" THICK CLASS 'B' NEW CONCRETE PAD
WELDED WIRE MESH REINFORCEMENT TYPE 6"x6" 6/6 (TYP.)
4" DENSE GRADED AGGREGATE BASE COURSE.
WELL COMPACTED SUB GRADE

COUNTY OF HUDSON

**IMPROVEMENTS TO THE BIRD SANCTUARY
IN JAMES J. BRADDOCK PARK
TOWNSHIP OF NORTH BERGEN, NEW JERSEY**

DETAILS PLAN **DP**

SURVEYED BY: LICELOT NG-MOLINA	DRAWN BY: LICELOT NG-MOLINA	SCALE: AS NOTED
PLOTTED BY: LICELOT NG-MOLINA	CHECKED BY: THOMAS MALAVASI	DATE: MAY, 2017
DRAWING NO. 3227	SHEET 8	OF 8

DIVISION OF ENGINEERING
BERGEN SQUARE CENTER
830 BERGEN AVE. FL. #6B
JERSEY CITY, N.J. 07306

THOMAS MALAVASI, P.E., P.P., C.M.E., C.P.W.M.
PROFESSIONAL ENGINEER

DATE _____
N.J. LIC. NO. 33464

APPENDIX 6.
PARKS MAINTENANCE
LETTER



HUDSON COUNTY
DEPARTMENT OF PARKS AND COMMUNITY SERVICES
DIVISION OF PARKS
Francis X. Burke Administration Building
Lincoln Park
Jersey City, New Jersey 07304

Thomas A. DeGise
County Executive

Thomas DeLeo
Director

Michael V. Ascolese
Division Chief

Telephone
201-915-1388

Fax Number
201-915-1385

July 20, 2018

Caroline Armstrong
Department of Environmental Protection
Green Acres Program
Mail Code 501-01
P.O. Box 420
Trenton, New Jersey 08625-0420

Re: Braddock Park Diversion Application
Bird Sanctuary & 7909 River Road, North Bergen
Block 437, Lots 2.01 & 2.02

Dear Ms. Armstrong:

In response to the New Jersey Department of Environmental Protection's inquiry regarding a maintenance plan for the Bird Sanctuary and 7909 River Road, North Bergen (Block 437, Lots 2.01 & 2.02), please be advised that the County will maintain, year round, these properties. The maintenance of these properties shall be the same and in the usual course as is performed for all of the Parklands and recreational open spaces which are under the jurisdiction of the County of Hudson.

If you have any additional questions, please do not hesitate to contact me.

Very truly yours,

Michael Ascolese, Division Chief

APPENDIX 7.

**STORMWATER RUNOFF
AND EROSION SEDIMENT
CONTROL MEASURES
LETTER**



COUNTY OF HUDSON
DEPARTMENT OF ROADS AND PUBLIC PROPERTY
OFFICE OF THE COUNTY ENGINEER
BERGEN SQUARE CENTER
830 BERGEN AVENUE, FLOOR. #6B
JERSEY CITY, NEW JERSEY 07306
TELEPHONE: (201) 369-4340
FAX: (201) 369-4346

THOMAS MALAVASI, PE, PP, CME, CPWM
COUNTY ENGINEER

JOSEPH F. GLEMOCKI, PE
ASSISTANT COUNTY ENGINEER

ROBERT A YANNAZZO, AIA
CHIEF ARCHITECT

THOMAS A. DeGISE
COUNTY EXECUTIVE

DENISE C. D'ALESSANDRO
DIRECTOR

October 2, 2018

Martha Sapp
Director of Green Acres Program
Mail Code 501-01
501 East State Street
P.O. Box 420
Trenton, New Jersey 08625-0420

RE: Block 437.01 Lot 1 – Parcel known as the Bird Sanctuary in James J. Braddock Park in North Bergen NJ.

Dear Ms. Sapp,

I was recently asked to review the conditions on the above parcel, relating to the potential for erosion. The site is currently heavily vegetated and in my opinion does not have a large potential for erosion.

In 2015 the developer of an adjacent parcel of land disturbed the lower portion of the site. He was required to stabilize the area that he disturbed and vegetation has been reestablished in that area. I did not observe any active erosion.

In 2017 the County undertook a project to construct viewing platforms for the Bird Sanctuary. That work received a certification from the Hudson Essex Passaic Soil Conservation district and the construction was done in accordance with their standards. That work is complete and I have not observed any active erosion in this area of the site.

Should you have any questions or comments do not hesitate to contact this office at 201-369-4340.

Sincerely,

Thomas Malavasi, PE, PP, CME, CPWM
County Engineer

cc:

APPENDIX 8.
NORTH BERGEN CFO
LETTER



TOWNSHIP OF NORTH BERGEN

DEPARTMENT OF PUBLIC AFFAIRS

4233 KENNEDY BOULEVARD
NORTH BERGEN, NEW JERSEY 07047

ROBERT J. PITTFIELD
CHIEF FINANCIAL OFFICER

TELEPHONE
(201) 330-2629
FAX
(201) 330-7694
RPITTFIELD@NORTHBERGEN.ORG

August 7, 2018

Caroline Armstrong
New Jersey Department of Environmental Protection
Green Acres Program
Mail Code 501-01
PO Box 420
Trenton, NJ 08625-0420

Re: Braddock Park Diversion
Paterson Plank Road Parcel
Block 27, Lots 27, 28A and 28B

Dear Ms. Armstrong:

Please note that in September, 2015, Township of North Bergen Taxpayer Funds were utilized in order for the County of Hudson to purchase the 1811 Paterson Plank Road property. No Open Space or any other grants were used as funding sources for this project. The one million eight hundred thousand dollars (\$1,800,000) spent for the purchase of and related expenses to this parcel were solely derived from North Bergen Taxpayer dollars.

It should also be noted that the negotiated sales price resulted in the most beneficial deal for our taxpayers. One major benefit resulting from this purchase is the construction of the adjacent Hudson Mews Residential project, which will be valued at an estimated ninety million dollars (\$90,000,000). This 290-unit residential development is located near Route 495 (which leads to the Lincoln Tunnel) and the North Bergen Park and Ride Terminal, and is scheduled to open by the end of this year. Other benefits to our taxpayers emerge as property market values in this area are increasing.

Sincerely,

Robert J. Pittfield
Chief Financial Officer

RJP/lg

cc: Christopher Pianese, Township Administrator

APPENDIX 9.
PATERSON PLANK ROAD
DEED



20150928010000070 1/6
 09/28/2015 11:12:21 AM DEED
 Bk: 8065 Pg: 799
 Pamela E. Gardner
 Hudson County, Register of Deeds
 Receipt No. 1057103

Prepared By:

Robert Davis
 Robert Davis, Esq.

DEED

**A COPY OF THIS DEED
 HAS BEEN SENT TO ASSESSOR'S OFFICE** 2

This Deed is made on the 25th day of September 2015

BETWEEN

1811 PFR, LLC,

A Limited Liability Company of the State of New Jersey

Having its principal office at

37 Lincoln Avenue
 Cliffside Park, New Jersey 07010

Referred to as the "Grantor."

AND

**COUNTY OF HUDSON, A BODY CORPORATE AND POLITIC OF THE STATE OF
 NEW JERSEY**

Whose post office address is about to be

567 Pavonia Avenue
 Jersey City, New Jersey 07306

Referred to as the "Grantee."

- 1. Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of One Million Six Hundred Seventy Five Thousand and 00/100 (\$1,675,000.00) Dollars.

The Grantor acknowledges receipt of this money.

- 2. Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of North Bergen. Block No. 27 Lot No. 27.
- 3. Property.** The Property consists of the land and all the buildings and structures on the land in the Township of North Bergen, County of Hudson, and State of New Jersey. The legal description is annexed hereto and made a part hereof.

Being the same Property transferred to Grantor by Deed from Rafi Yaccubian, married, dated December 15, 2010, and recorded January 13, 2011 in the Hudson County Clerk/Register's Office in Deed Book 8772, Page 475.

The Street Address for the property is 1811 Paterson Plank Road, North Bergen, New Jersey.

- 4. Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise

20150928010000070
 9/28/2015 11:12:00 AM
 Consideration: \$1,675,000.00
 Exempt Code: Exempt
 County: \$.00 State: \$.00
 NJRMTF \$.00 PHPF: \$.00
 ERA: \$.00 General: \$.00
 Buyer's Fee: \$.00
 Total RTF: \$.00

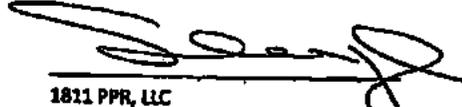
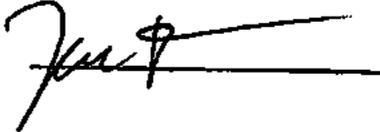
6/18/15 H 93

0.

means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page.

Witnessed or Attested By:



1811 PPR, LLC
By: Joe Slusarczyk, Its Managing Member

STATE OF NEW JERSEY)
COUNTY OF BERGEN)
SS:

I CERTIFY that on September 15, 2015, Joe Slusarczyk personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was the maker of the attached Deed;
- (b) Was authorized to and did execute this Deed as the Managing Member of 1811 PPR, LLC, the entity named in this Deed;
- (c) Made this Deed for \$1,675,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and
- (d) Executed this Deed as an act of the entity.



Robert Davis, Esq.
Attorney at Law State of New Jersey

RECORD AND RETURN TO:
Hudson Realty Abstract Co.
659 Newark Avenue
Jersey City, New Jersey 07306



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Names(s)

1811 PPR, LLC

Current Resident Address:

Street: 37 Lincoln Avenue

City, Town, Post Office

Cliffside Park

State

NJ

Zip Code

07010

PROPERTY INFORMATION (Brief Property Description)

Block(s)

27

Lot(s)

27

Qualifier

Street Address:

1811 Paterson Plank Road

City, Town, Post Office

North Bergen

State

NJ

Zip Code

07047

Seller's Percentage of Ownership

100%

Consideration

\$1,675,000.00

Closing Date

9-25-15

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
 No non-like kind property received.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

9/25/15

Date


Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2008) (N.J.S.A. 48:16-8 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY	
Consideration	\$ 1,675,000.00
RTP paid by seller	\$
Date	By

COUNTY Hudson } SS. County Municipal Code 0707
MUNICIPALITY OF PROPERTY LOCATION North Bergen

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Joe Stusarczyk (Name) being duly sworn according to law upon his/her oath, deposes and says that he/she is the Corporate Officer in a deed dated 9-25-15 transferring real property identified as Block number 27 Lot number 27 located at 1811 Paterson Plank Road, North Bergen and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 1,675,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ 406,700.00 + 53.21 % = \$ 764,330.01

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through C. 68, P.L. 2004, for the following reason(s). More reference to exemption symbol is insufficient. Explain in detail.
Sale to governmental agency

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 58, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over. * (Instruction #9 on reverse side for A or B)
 - B. { BLIND PERSON Grantor(s) legally blind or;*
 - DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed*
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
 Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
 One or two-family residential premises. Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

- C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
 Affordable according to H.U.D. standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)
 Entirely new improvement. Not previously occupied.
 Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
 No prior mortgage assumed or to which property is subject at time of sale.
 No contributions to capital by either grantor or grantee legal entity.
 No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2008

Subscribed and sworn to before me this 25 day of September, 2015

Robert Davis
Attorney At Law
State of New Jersey

Signature of Deponent [Signature] Grantor Name 3811 PPR, LLC
37 Lincoln Avenue 37 Lincoln Avenue
Cliffside Park, New Jersey 07010 Cliffside Park, New Jersey 07010

Deponent Address XXX-XXX-434 Grantor Address at Time of Sale Hudson Realty Abstract Co.
Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	County <u>Hudson</u>
Deed Number	Book <u> </u> Page <u> </u>
Deed Dated	Date Recorded <u>9-25-15</u>

County recording officers shall forward one copy of each RTP-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L. 1998, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 49:15-6 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

COUNTY HUDSON

SS. County Municipal Code
0908

FOR RECORDER'S USE ONLY	
Consideration	\$ <u>1,675,000.00</u>
RTP paid by buyer	\$ _____
Date	By <u>VB</u>

MUNICIPALITY OF PROPERTY LOCATION NORTH BERGEN

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, GERALD J. LEPIE being duly sworn according to law upon his/her oath,
(Name) Last three digits in grantee's Social Security Number 004

deposes and says that he/she is the OFFICER OF TITLE COMPANY in a deed dated SEPT. 25, 2015 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 27 Lot number 27 located at

1811 PATERSON FLANK ROAD, NORTH BERGEN, NJ 07047 and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 1675000.00 (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

- (A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.
- | | |
|---|---|
| <input type="checkbox"/> Class 2 - Residential | <input checked="" type="checkbox"/> Class 4A - Commercial properties
(If checked, calculation in (E) required below) |
| <input type="checkbox"/> Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property | <input type="checkbox"/> Cooperative unit (four families or less) (See C. 46:30-3.)
Cooperative units are Class 4C. |

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.

- Property class. Circle applicable class or classes: 1 3B 4B 4C 15
Property classes: 1-Vacant Land; 3B-Farm property (Qualified); 4B-Industrial properties; 4C-Apartments; 15-Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)
- Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.
- Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTP-4.

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 49:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

- Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY

Total Assessed Valuation + Director's Ratio = Equalized Valuation

Property Class _____	\$ _____	+ _____	% = \$ _____
Property Class _____	\$ _____	+ _____	% = \$ _____
Property Class _____	\$ _____	+ _____	% = \$ _____
Property Class _____	\$ _____	+ _____	% = \$ _____

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #5 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Value

\$ 408700.00 + 53.21 % = \$ 784330.01

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1998, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

PURCHASER IS A GOVERNMENTAL AGENCY

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1998, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 25th day of Sept 2015
FRANCESCA GIGANTE

FRANCESCA GIGANTE
Notary Public of New Jersey
No. 2020926
My Commission Expires 4/13/2017

Signature of Deponent _____
609 KENNEDY AVENUE, SUITE 101 NORTH BERGEN
Deponent Address

COUNTY OF HUDSON
Grantor Name _____
857 PRINCETON AVENUE, JERSEY CITY NJ 07304
Grantee Address at Time of Sale

HUDSON REALTY ABSTRACT CO.
Name/Company of Settlement Officer

County recording officers: forward one copy of each RTP-1EE to:

STATE OF NJ - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08646-0251
ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY	
Instrument Number _____	County <u>HUDSON</u>
Deed Number _____	Block _____ Page _____
Deed Dated _____	Date Recorded <u>9-25-15</u>

First American Title Insurance Company

SCHEDULE C LEGAL DESCRIPTION

File No.: HR31605

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of North Bergen, in the County of Hudson, State of New Jersey:

BEGINNING at a point formed by the intersection of the northwesterly line of Paterson Plank Road and the northeasterly line of lands now or formerly of Hudson News Company (Deed Book 6383 Page 194) running thence:

1. North 62 degrees 02 minutes 59 seconds West a distance of 260.30 feet to a point; thence
2. North 30 degrees 11 minutes 07 seconds East a distance of 292.12 feet to a point; thence
3. South 62 degrees 02 minutes 59 seconds East a distance of 212.72 feet to a point in the northwesterly line of Paterson Plank Road; thence
4. South 20 degrees 53 minutes 01 seconds West along the northwesterly line of Paterson Plank Road, a distance of 294.13 feet to a point said point being the point or place of BEGINNING.

Being commonly known as 1811 Paterson Plank Road, North Bergen, New Jersey.

Being also known as Lot 27 in Block 27 as shown on the present tax map of the Township of North Bergen, New Jersey

This description is made in accordance with a survey made by Cauffield Associates, LLP dated February 11, 2016.

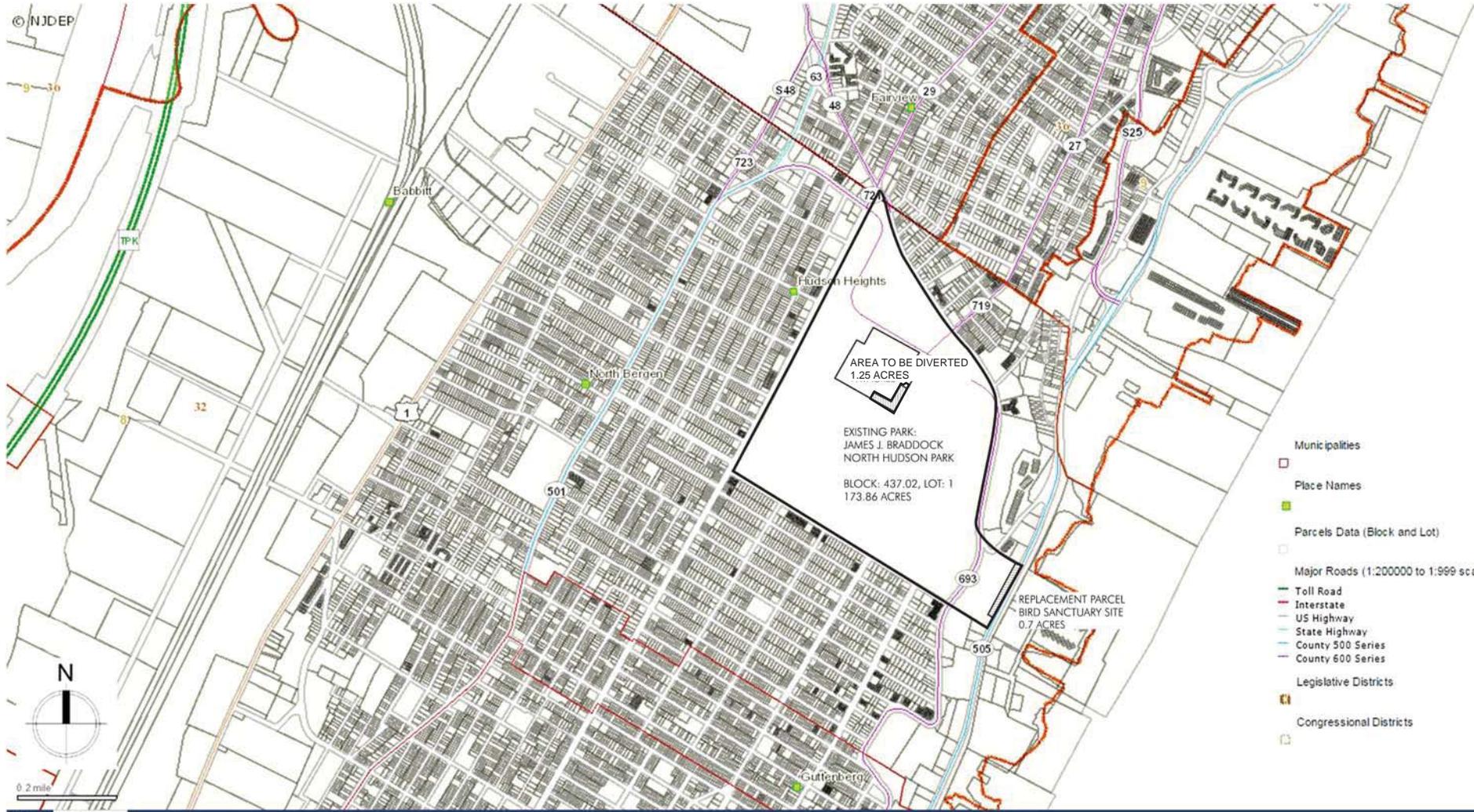
NOTE: Lot and Block shown for informational purposes only.

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

FILED
20160928010088670
09/28/2016 11:12:21 AM
DEED
NUMBER OF PAGES : 6
KGRIGALES

Issued by:
Hudson Realty Abstract Co.
659 Newark Avenue
Jersey City, NJ 07306
201-792-2711 Fax: 201-792-2811

APPENDIX 10.
LOCATION – TAX MAPS



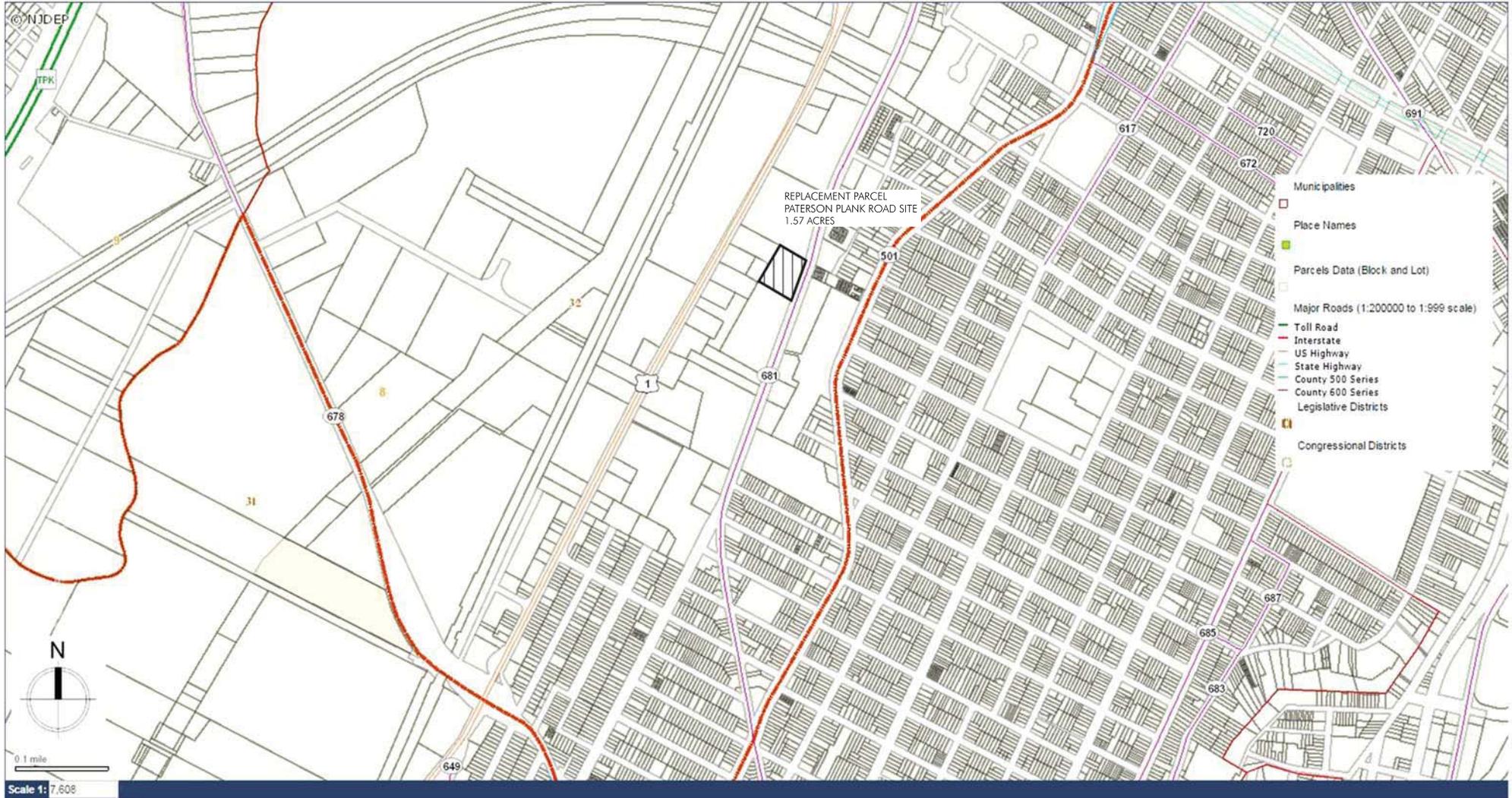
**BRADDOCK PARK DIVERSION
SHC 0900005, 0908003**

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

**HUDSON COUNTY
NORTH BERGEN MUNICIPALITY**

**NJDEP COUNTY ROAD LOCATION MAP
NORTH HUDSON BRADDOCK PARK
& BIRD SANCTUARY SITES**



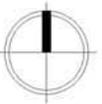


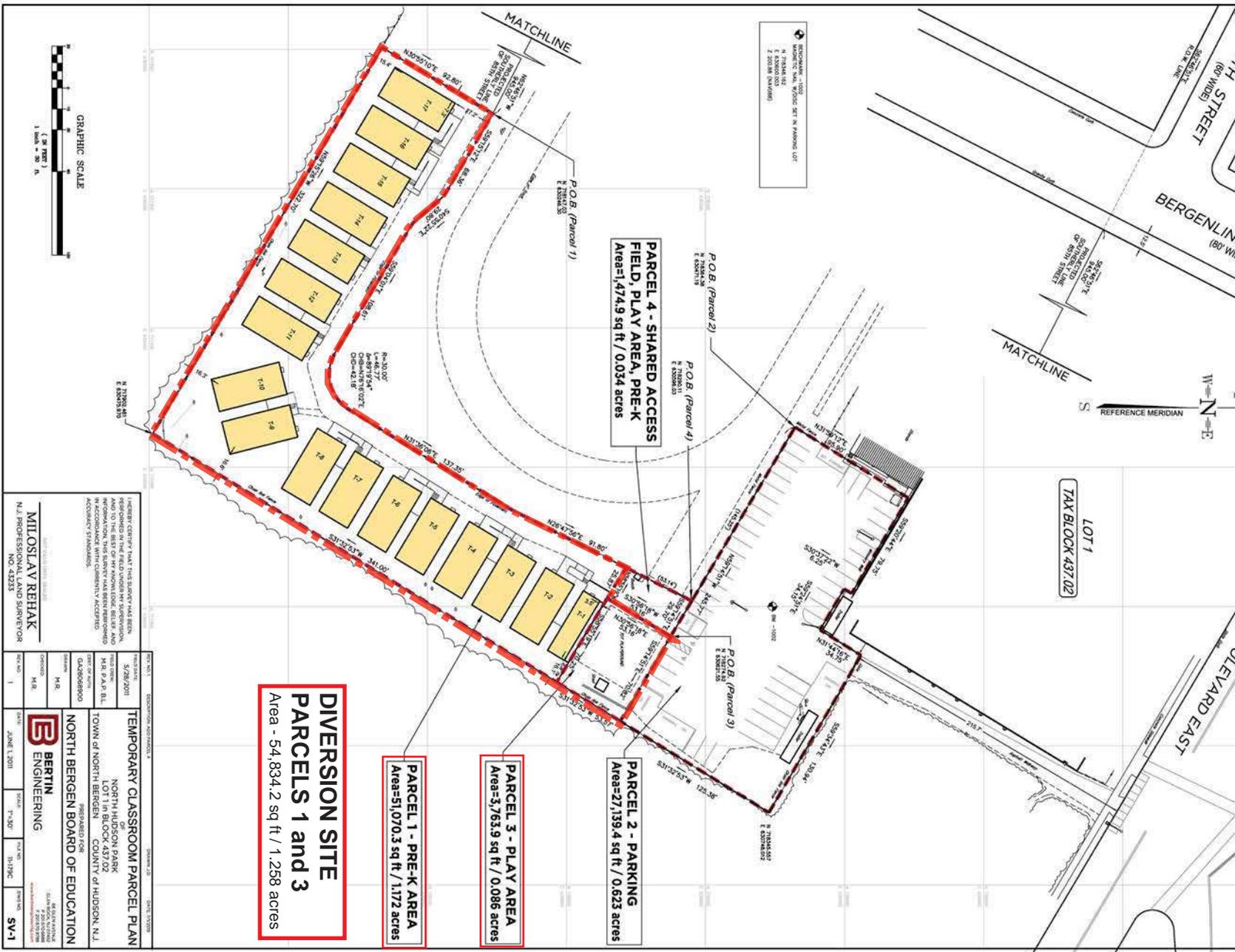
BRADDOCK PARK DIVERSION
SHC 0900005, 0908003

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

HUDSON COUNTY
NORTH BERGEN MUNICIPALITY

NJDEP COUNTY ROAD LOCATION MAP
PATERSON PLANK ROAD SITE



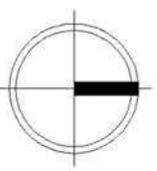


BRADDOCK PARK DIVERSION
SHC #0900005, 0908003

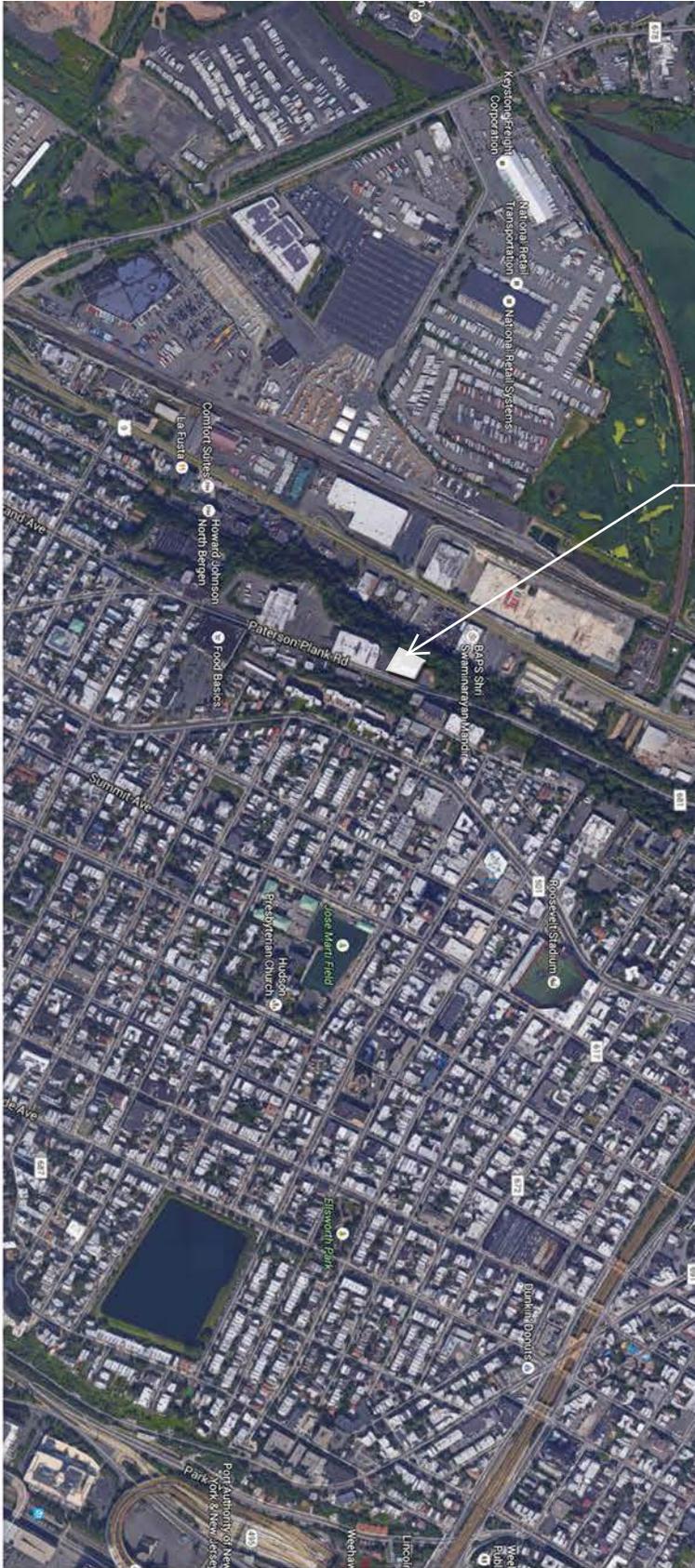
STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

HUDSON COUNTY
NORTH BERGEN MUNICIPALITY

SURVEY DIVERSION SITE



APPENDIX 11.
AERIAL SITE MAPS



REPLACEMENT PARCEL
1.57 ACRES
1811 PATERSON PLANK ROAD
NORTH BERGEN
BLOCK 27, LOT 27

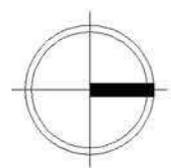
BRADDOCK PARK DIVERSION

HUDSON

SHC # 0900005, 0908003

NORTH BERGEN

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM



APPENDIX 12.
REFERENCE MAPS



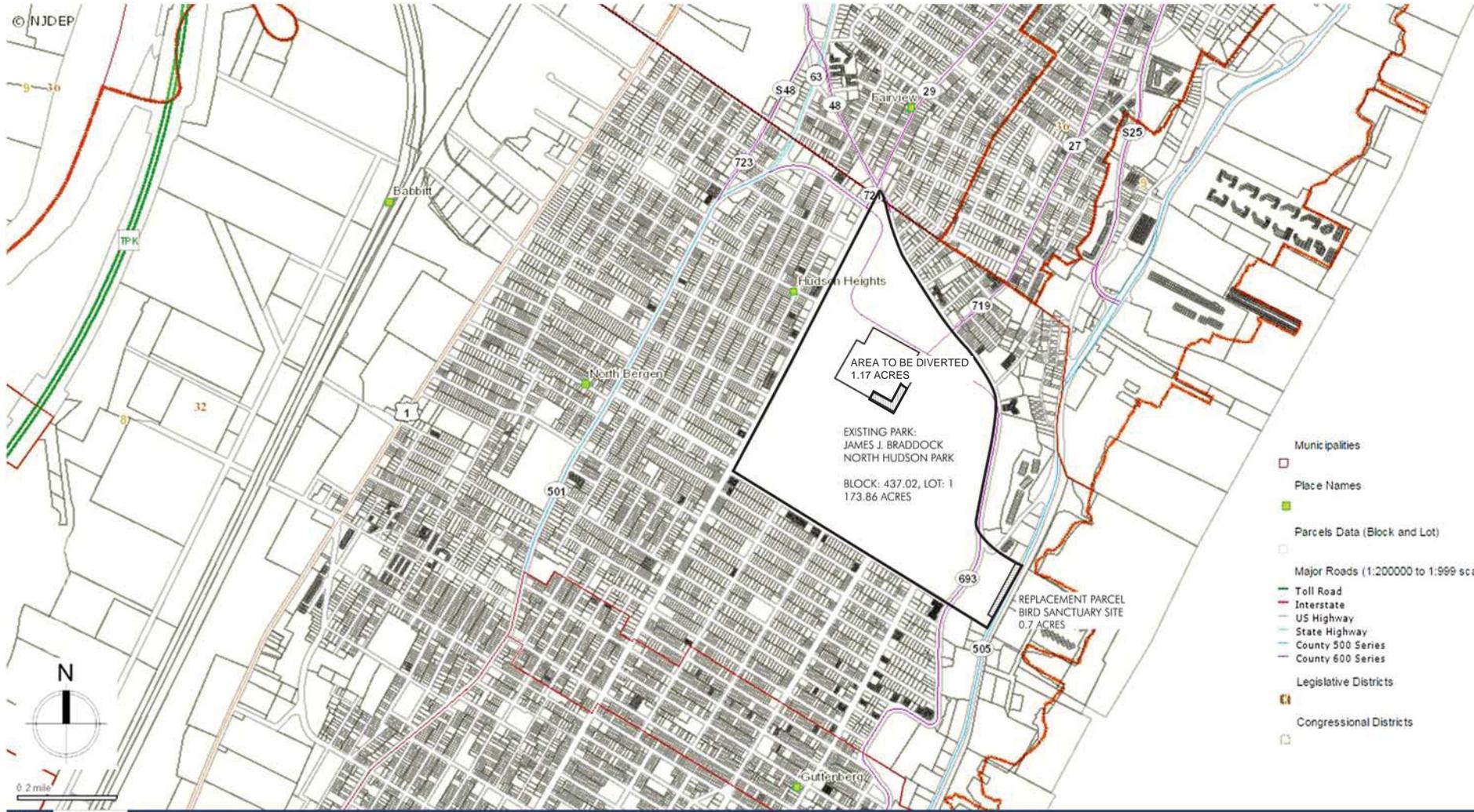
BRADDOCK PARK DIVERSION
SHC # 0900005, 0908003

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

HUDSON COUNTY
NORTH BERGEN & HOBOKEN
MUNICIPALITIES

REFERENCE MAP ALL SITES





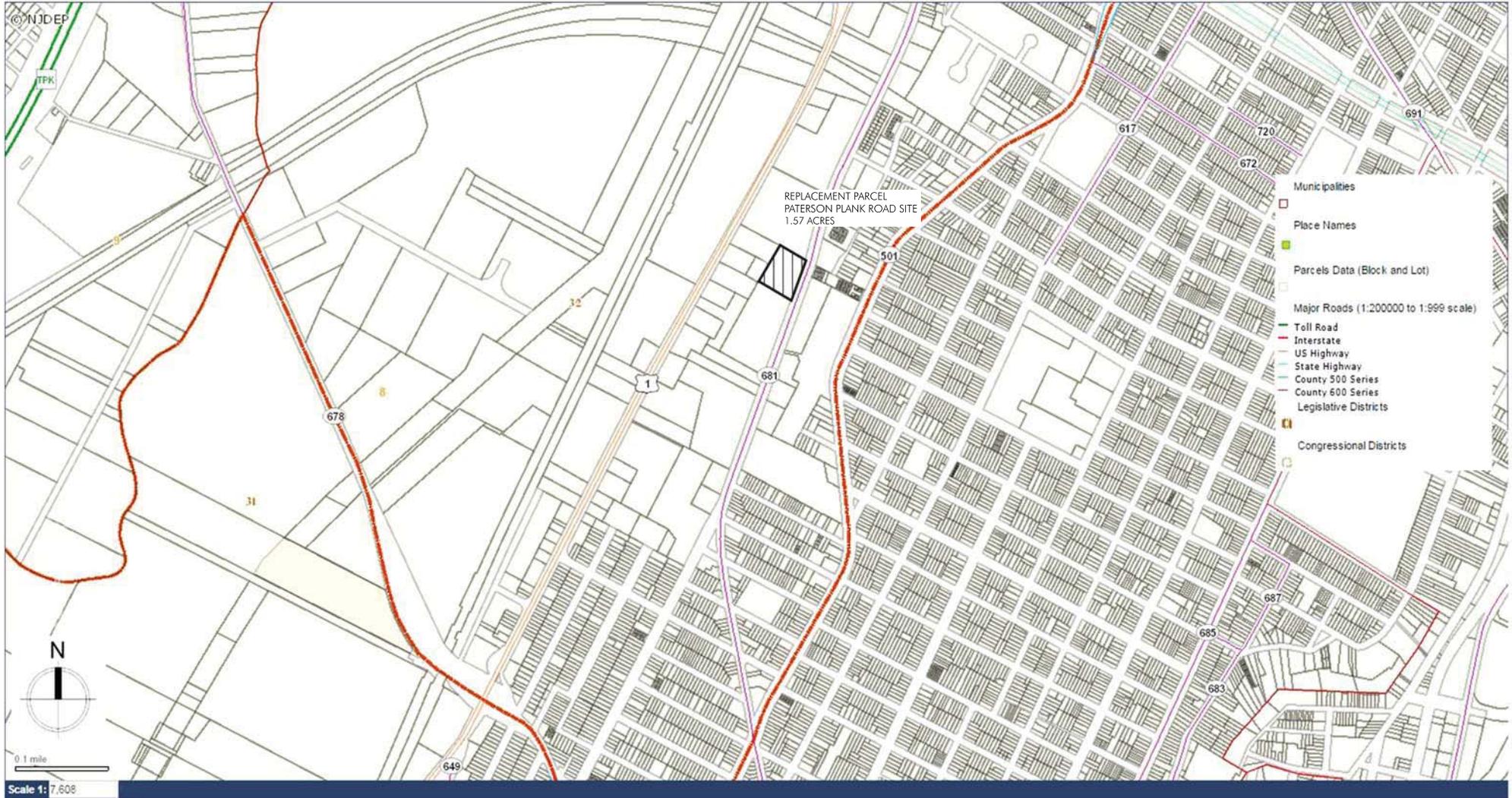
**BRADDOCK PARK DIVERSION
SHC 0900005, 0908003**

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

**HUDSON COUNTY
NORTH BERGEN MUNICIPALITY**

**NJDEP COUNTY ROAD LOCATION MAP
NORTH HUDSON BRADDOCK PARK
& BIRD SANCTUARY SITES**



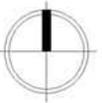


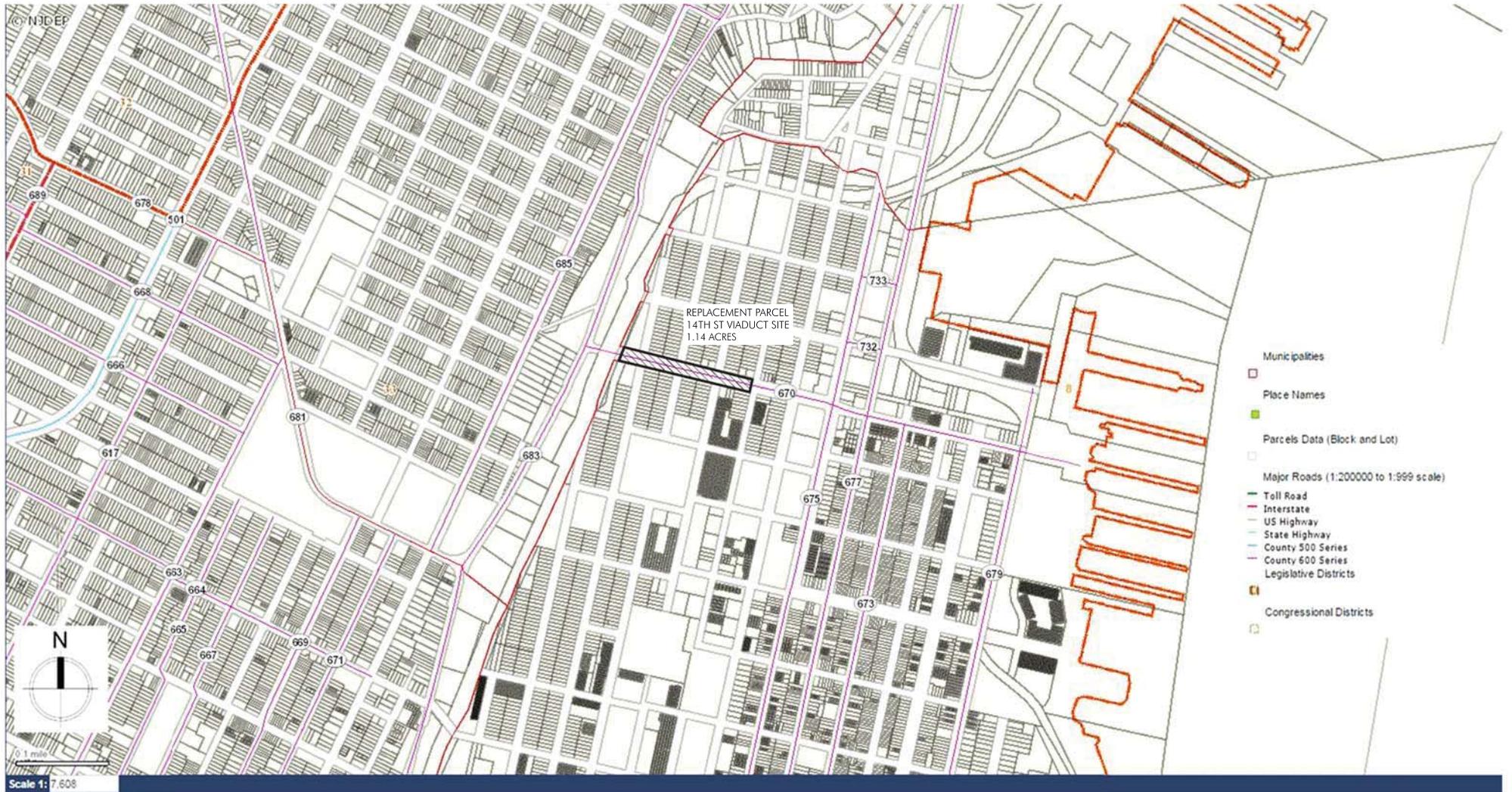
BRADDOCK PARK DIVERSION
SHC 0900005, 0908003

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

HUDSON COUNTY
NORTH BERGEN MUNICIPALITY

NJDEP COUNTY ROAD LOCATION MAP
PATERSON PLANK ROAD SITE



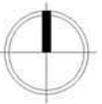


BRADDOCK PARK DIVERSION
SHC 0900005, 0908003

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

HUDSON COUNTY
HOBOKEN MUNICIPALITY

NJDEP COUNTY ROAD LOCATION MAP
14TH ST VIADUCT SITE





EXISTING COUNTY PARK:
BRADDOCK NORTH
HUDSON PARK
LISTED AT 173.86 AC

LEASED AREA (NORTH
BERGEN TRACK & FIELD)

DIVERSION PARCEL
1.17 AC (lot 1)

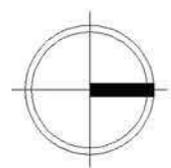
BRADDOCK PARK DIVERSION

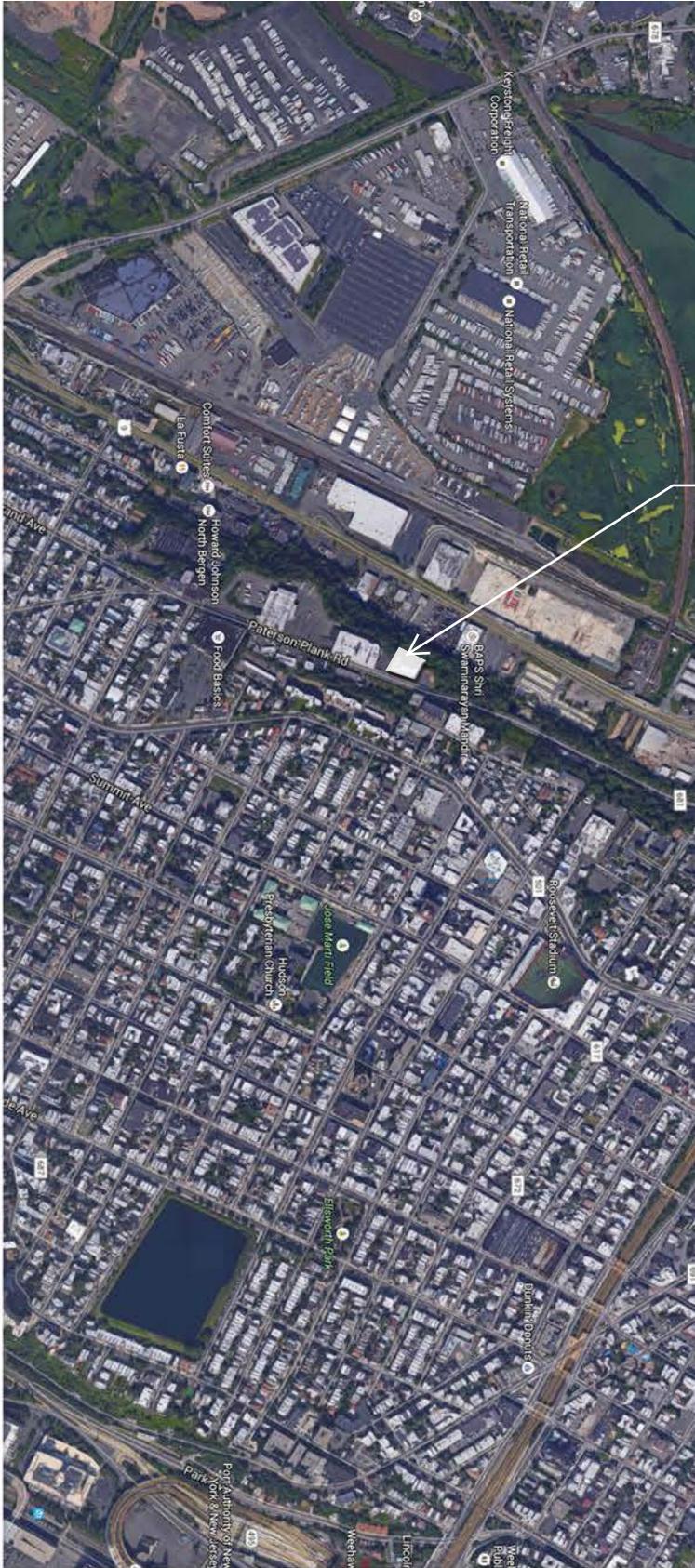
HUDSON

SHC# 0900005, 0908003

NORTH BERGEN

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM





REPLACEMENT PARCEL
1.57 ACRES
1811 PATERSON PLANK ROAD
NORTH BERGEN
BLOCK 27, LOT 27

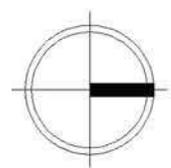
BRADDOCK PARK DIVERSION

SHC # 0900005, 0908003

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

HUDSON

NORTH BERGEN





REPLACEMENT PARCEL,
1.14 ACRES
14th STREET, HOBOKEN

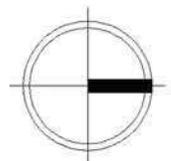
BRADDOCK PARK DIVERSION

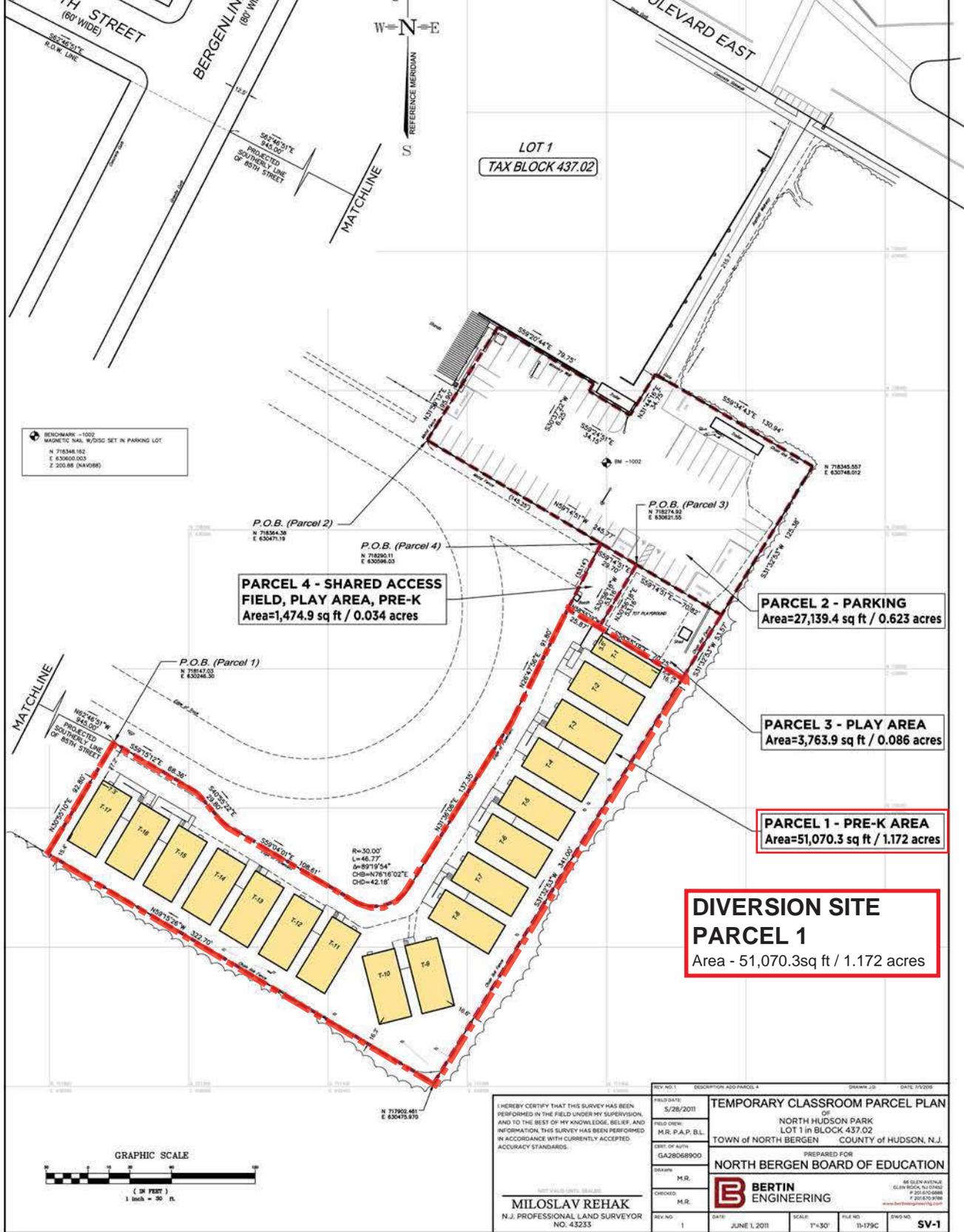
SHC # 0900005, 0908003

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

HUDSON

NORTH BERGEN





BRADDOCK PARK DIVERSION
SHC #0900005, 0908003

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

HUDSON COUNTY
NORTH BERGEN MUNICIPALITY

SURVEY DIVERSION SITE

