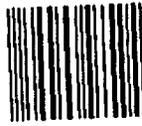


Record / Return:

Peter M. Flannery, Esq
Sills, Cummins, Epstein + Gross, PC
One Riverfront Plaza
Newark, NJ 07102



792303

JAN 25 2006

25

Prepared by:

Peter M. Flannery
PETER M. FLANNERY, ESQ.

NJDEP File No.: 1316-01-1002.1 FWW 030002

GRANT OF CONSERVATION RESTRICTION/EASEMENT
(Transition Area Waiver)

This Grant of Conservation Restriction is made this 24th day of January, 2006, by JDN REAL ESTATE - FREEHOLD, L.P., a Georgia limited partnership, with an address at 3300 Enterprise Parkway, Beachwood, Ohio 44122, hereinafter referred to as "Grantor", in favor of the State of New Jersey Department of Environmental Protection, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the Township of Freehold, County of Monmouth, New Jersey, designated as Lots 20.04, 20.05 and 20.06, Block 70, formerly known as Lots 17.01, 18, 20, 20.01, 20.02, Block 70, on the official Tax Map of the Township of Freehold, Monmouth County Deeds Book Number OR-8357, Page Number 4619; Book Number OR-8357, Page Number 4893; and Book Number OR-8357, Page Number 4878 (hereinafter "the Property"); and

WHEREAS, the Grantor has obtained a Transition Area Waiver, NJDEP File No. 1316-01-1002.1 FWW 030002, pursuant to the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 *et seq.*, and the Freshwater Wetlands Protection Act Rules, N.J.A.C. 7:7A, to modify the transition area, attached hereto as **Exhibit A**; and

WHEREAS, the Transition Area Waiver issued to the Grantor is conditioned upon the Grantor's recording of a Grantee approved deed restriction, pursuant to N.J.A.C. 7:7A-6.1, for the entire approved transition area (hereinafter the "Transition Area") as shown on a plan entitled, "Modified Transition Area Map - Freehold Marketplace," prepared by ESP Associates, dated January 18, 2006, last revised January 24, 2006, attached hereto as **Exhibit B** (hereinafter "the Plan"), and more particularly described on a legal description of the Transition Area, attached hereto as **Exhibit C**; and

WHEREAS, wetlands play a significant role in the maintenance of environmental quality on a community, regional, and statewide level; and

WHEREAS, wetland transition areas are integral portions of a freshwater wetlands ecosystem; and

WHEREAS, the Grantee is authorized by N.J.S.A. 13:1D-9 to formulate comprehensive policies for the conservation of the natural resources of the State, the

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promotion of environmental protection and the prevention of pollution of the environment of the State by N.J.S.A. 13:9B, and is authorized by N.J.S.A. 13:8B-3 to acquire and enforce conservation restrictions; and

WHEREAS, the Grantor desires and intends to restrict subsequent development of the Transition Area accordance with the covenants, conditions, and restrictions set forth herein; and

NOW THEREFORE, in consideration of the facts recited above and the terms, conditions and restrictions contained herein, Grantor hereby agrees that the Transition Area is made and declared to be subject in perpetuity to the following covenants and restrictions in favor of the Grantee:

1. The following activities shall not occur within the Transition Area:
 - (a) Removal, excavation, or disturbance of the soil;
 - (b) Dumping or filling with any materials;
 - (c) Installation of structures;
 - (d) Placement of pavement;
 - (e) Destruction of plant life which would alter the existing pattern of vegetation;
 - (f) The use of fertilizers, herbicides or pesticides;
 - (g) Taking any action to alter the hydrology of the Transition Area;
 - (h) Any other activities constituting a regulated activity under N.J.A.C. 7:7A-2.6, as amended, ("Regulated activities in transition areas").
2. The metes and bounds of the Transition Area shall be marked by an unobtrusive, semi-permanent visual marker in a manner of the Grantee's choosing, and to the Grantee's satisfaction, within 30 days of recording this Grant. Examples include fence post, pipe in the ground, survey markers, or a shrub or tree line.
3. The covenants and restrictions set forth herein shall run with the land and be binding in perpetuity upon the Grantor, its successors and assigns, in perpetuity, and all parties having or acquiring any right, title or interest in the Property or any part thereof. The Grantor shall give notice of this deed restriction to all holders of any easements in the Transition Area within 30 days of recording by the County Clerk.

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4. It is the purpose of the Conservation Restriction to assure that the Transition Area will be maintained as such and to prevent any disturbance or development of that portion of the Property. To carry out this purpose, the following rights are granted to the Grantee by this Conservation Restriction:
 - (a) To enter upon the Property in a reasonable manner and at reasonable times so as to assure compliance with the provisions of this Conservation Restriction; and
 - (b) In addition to the exercise of any other statutory or common law right, to enjoin any activity on, or use of, the Transition Area that is inconsistent with the purpose of this Conservation Restriction and to enforce the restoration of such areas or features of the Transition Area that may be damaged by inconsistent activity or use.
5. Grantor shall provide the Grantee telephonic and written notice of any transfer or change in ownership of any portion of the Easement Areas, including but not limited to the name and address of the new owner, and including but not limited to any later-formed condominium association, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.
6. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the Grantee determines that a breach, default or violation ("Violation") of this Conservation Restriction has occurred or that a Violation is threatened, the Grantee shall give written notice to Grantor of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantor fails to cure the Violation after receipt of notice thereof from the Grantee, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the Grantee, fails to begin curing such Violation within the time period dictated by the Grantee, or fails to continue diligently to cure such Violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction:
 - (a) to enjoin and/or cure such Violation,
 - (b) to enter upon the Easement Areas and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Easement Areas affected by such Violation to the condition that existed prior thereto, or
 - (c) to seek or enforce such other legal and/or equitable relief or remedies as the Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Conservation Restriction.

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7. If the Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Easement Areas, the Grantee may pursue its remedies under paragraph 16 above without prior notice to Grantor or without waiting for the period provided for cure to expire. The Grantee's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Conservation Restriction. Grantor agrees that the Grantee's remedies at law for any Violation of the terms of this Conservation Restriction are inadequate and that the Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the Grantee's rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.
8. The Grantor intends that enforcement of the terms and provisions of this Conservation Restriction shall be at the discretion of the Grantee and that any forbearance on behalf of the Grantee to exercise its rights hereunder in the event of any breach hereof by the Grantor, its successors or assigns, shall not be deemed or construed to be a waiver of the Grantee's rights granted hereunder in the event of any subsequent breach. This shall be true regardless of the number of breaches of the restriction, condition or covenant which occur, or the length of time it remains unenforced.
9. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Conservation Restriction against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.
10. Any notice, demand, request, consent, approval or communication under this Conservation Restriction shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor:

JDN REAL ESTATE – FREEHOLD, L.P.
3300 Enterprise Parkway
Beachwood, Ohio 44122

To the Grantee:

State of New Jersey
Department of Environment Protection
Land Use Regulation Program
501 East State Street

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P.O. Box 439
Trenton, NJ 08625-0439
Attention: Director
(609) 984-3444

In addition, any notice relating to paragraph 15 shall be addressed as follows:

To the Department:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
401 East State Street
P.O. Box 422
Trenton, NJ 08625-0422
Attention: Scott Brubaker, Manager
(609) 984-4587

11. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.
12. The Grantor reserves to itself, its successors or assigns, all rights as owners of the Property, including the right to engage in all uses of the Transition Area not inconsistent with the purpose of these restrictions and the right to manage the Transition Area in accordance with the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 *et seq.*, and the Freshwater Wetlands Protection Act Rules, N.J.A.C. 7:7A, including but not limited to N.J.A.C. 7:7A-2.6(b) ("Non-regulated activities in transition area").
13. This instrument conveys no additional right of access by the general public to any portion of the Property.
14. The Grantor reserves unto itself the right to undertake de minimis modifications of the Transition Area that are approved by the Grantee. The Grantee may approve the modification under the following conditions and with the following documentation:
 - (a) The modification results in an increased level of protection of the regulated resource; or
 - (b) The modification results in equivalent areas of resources protected; and
 - (c) The modification does not compromise the original protected resource.

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• Declaration of Restriction on Transition Area

15. If the Grantee approves the Grantor's modification, the Grantor shall amend this instrument by preparing and submitting to the Grantee for review and approval:
 - (a) A revised plan and metes and bounds description for the area to be preserved under the modified Conservation Restriction/Easement (hereinafter the "Modification Documents"); and
 - (b) An Amended Conservation Restriction/Easement that reflects the modifications to the original Conservation Restriction/Easement, the justification for the modification, and that also includes the deed book and page of the title deed for the property or properties subject to the modified Conservation Restriction set forth in the Modification Documents.
16. Upon the Grantee's authorization, Grantor shall record the documents listed in paragraph 9, above, in the same manner and place as this original Conservation Restriction/Easement was recorded.
17. The Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Transition Area, including any required fencing of the Transition Area, as stated or shown in **Exhibits A or B**. The Grantor shall be responsible for acts of its own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq.
18. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest.
19. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Restriction will be inserted in any subsequent deed, subdivision deed, lease, sub-lease or other legal instrument by which the Grantor divests itself of any interest in any portion of the Property. Notwithstanding the failure of the Grantor to include the terms and restrictions of this instrument, it shall run with the land and be binding on all heirs, successors and assigns.
20. The Grantee reserves the right to transfer, assign, or otherwise convey the Conservation Restriction conveyed by this Grant to any other entity or person to facilitate the operation of and/or public use and enjoyment of the Easement Areas.
21. The Grantee agrees that it will assign its rights under this Conservation Restriction only to another governmental body or a charitable conservancy, and only in accordance with N.J.S.A. 13:8B-1 et seq. and N.J.S.A. 13:9B-1 et seq.

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• Declaration of Restriction on Transition Area

22. Notwithstanding anything contained herein to the contrary, any modification or termination of this Conservation Restriction shall require the prior written approval of the Grantee, its successor or assign.
23. This Conservation Restriction shall survive any merger of the fee and restriction interest in the Transition Area.
24. If any provision of this Conservation Restriction is inconsistent with the Plan, the Plan shall govern.
25. Taxes, Insurance.
 - (a) Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Areas, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Easement Areas free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
 - (b) The Grantor agrees to pay any real estate taxes or other assessments levied on the Easement Areas. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien against the land is created, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Easement Areas by paying funds to discharge said lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Easement Areas and to assure the continued enforceability of this Conservation Restriction.
26. Miscellaneous.
 - (a) The laws of the State of New Jersey shall govern the interpretation and performance of this Conservation Restriction.
 - (b) If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
 - (c) This Conservation Restriction and the Permit set forth the entire agreement of the parties with respect to the Conservation Restriction and supersede all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein. No

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alteration or variation of this Conservation Restriction shall be valid or binding unless contained in a writing executed by the parties hereto.

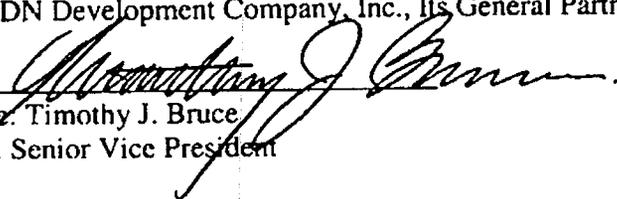
- (d) Should there be more than one Grantor, the obligations imposed by this Conservation Restriction upon each Grantor shall be joint and several.
- (e) The covenants, terms, conditions and restrictions of this Conservation Restriction shall be binding upon, and inure to the benefit of, the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Property, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Property.
- (f) The captions in this Conservation Restriction have been inserted solely for convenience of reference and are not a part of this Conservation Restriction and shall have no effect upon construction or interpretation.
- (g) Execution of this Conservation Restriction does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property. [See *National Association of HomeBuilders v. NJDEP*, 64 F.Supp.2d 354, 358 n.1 (D.N.J. 1999)].
- (h) This Conservation Restriction may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.

TO HAVE AND TO HOLD unto the State of New Jersey, Department of Environmental Protection, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Restriction shall not only be binding upon the Grantor but also upon its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the Monmouth County Clerk.

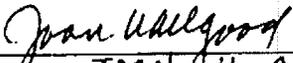
JDN REAL ESTATE – FREEHOLD, L.P.

By: JDN Development Investment, L.P., Its General Partner
By: JDN Development Company, Inc., Its General Partner

By: 
Name: Timothy J. Bruce
Title: Senior Vice President

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ATTEST:


Secretary JOAN U. ALLGOOD

(Seal)

#988701 v2

STATE OF OHIO
COUNTY OF CUYAHOGA

Be it remembered that on this 24th day of January, 2006, before me, the subscriber, a Notary Public of ~~New Jersey~~ ^{Ohio}, personally appeared: JOAN U. ALLGOOD, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of JDN DEVELOPMENT COMPANY, INC. (General Partner of JDN Development Investment, L.P., General Partner of JDN Real Estate – Freehold, L.P.), the Corporation named in the within Instrument; that Timothy Bruce is the Senior Vice President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper Resolution of the Board of Directors of said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Senior Vice President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness

Sworn and Subscribed to
before me the date aforesaid

Catherine B. Kletecka
NOTARY PUBLIC

Joan U. Allgood
Secretary JOAN U. ALLGOOD

CATHERINE B. KLETECKA
Notary Public, State of Ohio
My Commission Expires: Jan. 3, 2007

My commission expires:

Attachments required: NJDEP Approved Permit
NJDEP Approved Permit Plan
Metes and Bounds description schedule

#988701 v2

CLARE FRENCH, CTY CLK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2006015083
RECORDED ON
Jan 27, 2006
9:34:53 AM
BOOK: OR-8536
PAGE: 4404

Total Pages: 25

COUNTY RECORDING FEES \$270.00
TOTAL \$270.00

EXHIBIT A

#988701 v2



State of New Jersey

Department of Environmental Protection

Land Use Regulation Program
P O Box 439, Trenton, NJ 08625-0439
Fax # (609) 777-3656
www.state.nj.us/dep/landuse

James E. McGreevey
Governor

Bradley M. Campbell
Commissioner

Joseph A. Giddings
ESP Associates
1460 Route 9 South
Howell, NJ 07731

NOV 06 2003

RE: Freshwater Wetlands Statewide General Permit #11, Water Quality Certification, Transition Area Waiver Averaging Plan
Applicant: JDN Development Company
File No. 1316-01-1002.1 (FWW 030001)
1316-01-1002.1 (FWW 030002)
Block: 70 Lot(s): 17.01, 18, 20, 20.01, 20.02
Freehold Township, Monmouth County

Dear Mr. Giddings:

The Land Use Regulation Program has reviewed the referenced application for a Freshwater Wetlands Statewide General Permit authorization and a Transition Area Waiver Averaging Plan pursuant to the requirements of the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A.

Statewide General Permit No. 11

The proposed activity is authorized by Freshwater Wetlands Statewide General Permit #11, which allows for the construction of stormwater outfall structures and associated stormwater conveyance structures.

Limit of Authorized Disturbance

The authorized activity under Statewide General Permit #11 involves the disturbance of 0.02 acres of wetlands for three stormwater outfall structures. Any additional disturbance of freshwater wetlands, State open waters or transition area shall be considered a violation of the Freshwater Wetlands Protection Act unless the activity is exempt or a permit is obtained prior to the start of the disturbance from the Land Use Regulation Program. The work is based on plans entitled "Stream Encroachment, General Permits, and Wetlands Transition Area Plans for Freehold Marketplace, Block 70, Lots 17.01, 18, 20, 20.01, & 20.02, Monmouth County, Route 537, Freehold Township, Monmouth County, New Jersey", 29 sheets, dated November 11, 2002, unrevised, and prepared by John Stefani, of ESP Associates.

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Permit Conditions

The activities allowed by this authorization shall comply with the following conditions. Failure to comply with these conditions shall constitute a violation of the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.).

In addition to the conditions noted at N.J.A.C. 7:7A 9.2 and 9.3, the following general conditions must be met for the activity authorized under this Statewide General Permit:

Permit Specific Conditions

1. The amount of disturbance in the wetlands for the stormwater outfall structures shall not exceed 0.02 acres, and the amount of rip-rap shall not exceed 10 cubic yards.

General Conditions

1. All fill and other earth work on the lands encompassed within this permit authorization shall be stabilized in accordance with "Standards for Soil Erosion and Sediment Control in New Jersey" to prevent eroded soil from entering adjacent waterways or wetlands at any time during and subsequent to construction.
2. This permit is revocable in accordance with DEP regulations and State law.
3. The issuance of this permit shall not be deemed to affect in any way other actions by the Department on any future application.
4. The activities shown on the approved plans shall be constructed and/or executed in conformity with any notes and details on said plans and any conditions stipulated herein.
5. No change in plans or specifications shall be made except with the prior written permission of the Department.
6. The granting of this authorization shall not be construed to in any way affect the title or ownership of the property, and shall not make the Department or the State a party in any suit or question of ownership of the property.
7. This permit is not valid and no work shall be undertaken pursuant to this authorization until all other required federal, state, and local approvals, licenses and permits necessary for commencement of work onsite have been obtained.
8. A complete, legible copy of this permit shall be kept at the work site and shall be exhibited upon request of any person.
9. The permittee shall allow the Program the right to inspect the construction site and also shall provide the Bureau of Coastal and Land Enforcement, NJDEP with written notification 7 days prior to the start of the authorized work.

10. This authorization is valid for five years from the date of this letter unless more stringent standards are adopted by rule prior to this date.

Water Quality Certificate

This letter of authorization to conduct regulated activities in a wetland or State open water includes the Department's approval of a Water Quality Certificate for these activities.

This section will address your request for a Transition Area Waiver Averaging Plan for the referenced property.

The Land Use Regulation Program has determined that the freshwater wetlands present on or adjacent to the above referenced property, delineated by the following flag points, are classified as follows: WL A-1 - WL A-13 are classified as State Open Waters (which do not possess a standard transition area or buffer); WL B-23 - WL B-30 & WL B-47 - WL B-53 are classified as Ordinary Resource Value (which do not possess a standard transition area or buffer); WL B-1 - WL B-23, WL B-30 - WL B-47, WL B-53 - WL B-55, and WL C-1 - WL C-67 are classified as Intermediate Resource Value and the standard transition area or buffer required adjacent to these wetlands is 50 feet. The submitted plan shows a modification to this standard transition area through the means of a transition area averaging plan.

Section 7:7A of the Freshwater Wetlands Protection Act Rules discusses the conditions under which the standard transition area may be modified if the Department determines that the modified transition area will continue to feature the purposes and functions set forth in N.J.A.C. 7:7A-6.1(a) and (b). Based upon a review of the submitted information, the Department has determined that the proposed modified transition area boundary line as shown on the plan map entitled "Stream Encroachment, General Permits, and Wetlands Transition Area Plans for Freehold Marketplace, Block 70, Lots 17.01, 18, 20, 20.01, & 20.02, Monmouth County Route 537, Freehold Township, Monmouth County, New Jersey", 29 sheets, dated November 11, 2002, unrevised, and prepared by John Stefani, of ESP Associates will continue to meet the purposes and functions of a transition area as detailed in the Act and implementing rules providing the following conditions are met.

Waiver Conditions

In addition to the standard conditions set forth in section 7:7A-7, the following special conditions must be met for the activity authorized under this transition area waiver.

1. As shown on the approved plans the transition areas shall be reduced by (28,110) square feet and compensated by an equal or greater surface area;
2. As shown on the above referenced plan, the transition areas shall not be reduced to less than (10) feet in width at any location;
3. Prior to any construction on site, the applicant/owner shall install a silt fence and a snow fence at the limits of the herein modified transition areas;

4. The approved freshwater wetlands, open waters and transition area boundary lines must be shown on all future site development plans, and shall be labeled with the following note:

"Freshwater wetlands/waters line as verified by NJDEP on (August 23, 2002), file no. (1316-01-1002.1), and transition area boundary as approved on this date, file no. (1316-01-1002.1)."

5. Prior to construction, the permittee shall submit to the Program for review and approval, a draft copy of a deed restriction for the areas designated as wetlands and wetland buffers. The deed restriction shall guarantee that these areas will be left undisturbed unless the permittee receives written approval from the NJDEP, Land Use Regulation Program. Upon approval, the permittee shall record the deed restriction with the Monmouth County Clerk (the Registrar of Deeds and Mortgages). Said restriction shall run with the lands and be binding upon all successive owners.
6. Within 30 days of Program approval of the deed restriction listed in Condition 5 above, the permittee shall submit a copy of the executed deed restriction to the Program.
7. All individual lot surveys shall show the approved wetlands and transition area boundaries. Any regulated activities undertaken on the site before a copy of the recorded deed restriction is submitted to the Department will be considered a violation of the Freshwater Wetlands Protection Act.
8. In addition, the limit of the transition areas onsite shall be fenced prior to any site clearing (and the fence permanently maintained), so as to clearly delineate its boundary and to prevent unauthorized entry and or disturbance to the transition area and/or wetland.

Consistency with the Areawide Water Quality Management Plan

This project has not been reviewed for consistency with the relevant Water Quality Management Plan or the Statewide Water Quality Management Planning Rules (N.J.A.C. 7:15). As such, there is no intended or implied approval regarding additional permits which may be required from the Department. For treatment works approvals, the consistency determination will be performed by the Bureau of Engineering and Permitting (North/South) which may be reached at (609) 292-6894 for North (Middlesex, Hunterdon and counties north) or (609) 633-1169 for South (Mercer, Monmouth and counties south). For general information concerning water quality management planning process, please contact the Office of Environmental Planning at (609) 633-1179.

Appeal of Decision

In accordance with N.J.A.C. 7:7A-12.7, any person who is aggrieved by this decision may request a hearing within 30 days of the decision date by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, PO Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist.

If you have any questions regarding this authorization, please contact Eric M. Virostek of our staff at (609) 984-0288. Please reference the above file number.

Sincerely,



Kevin J. Broderick
Manager
Bureau of Coastal Regulation

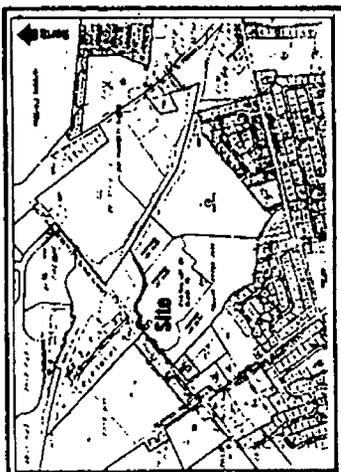
cc.

Municipal Clerk
Municipal Construction

- Declaration of Restriction on Transition Area

EXHIBIT B

#988701 v2



**MODIFIED WETLANDS
 TRANSITION TABLE**

TRANSITION	VEGETATION	MIN. WIDTH (FT.)	MIN. DIST. (FT.)
1
2
3
4
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CURVE INFORMATION

STATION	PC	PT	PI	PT	PC	RADIUS (FT.)	ANGLE (DEG.)
...
...

PROJECT INFORMATION

PROJECT NO. 2006015083
 PROJECT NAME: FREEMOLD MARKETPLACE
 BLOCK 70 L0-20
 PREPARED BY: [Signature]
 DATE: 10/19/2018

ESP

ES&P ENGINEERING & PLANNING, INC.
 1000 ROUTE 100, SUITE 200
 FREEHOLD, NJ 07728
 TEL: 732-329-8800
 FAX: 732-329-8801
 WWW.ESPINC.COM

**OUTLINE AND
 DIMENSIONS**

LINE	BEARING	DISTANCE
1	S89°23'06"E	156.88
2	S59°30'17"E	400.00
3	S44°03'50"W	165.00
4	S44°56'10"W	34.23
5	S89°23'06"E	156.88
6	S59°30'17"E	400.00
7	S44°03'50"W	165.00
8	S44°56'10"W	34.23

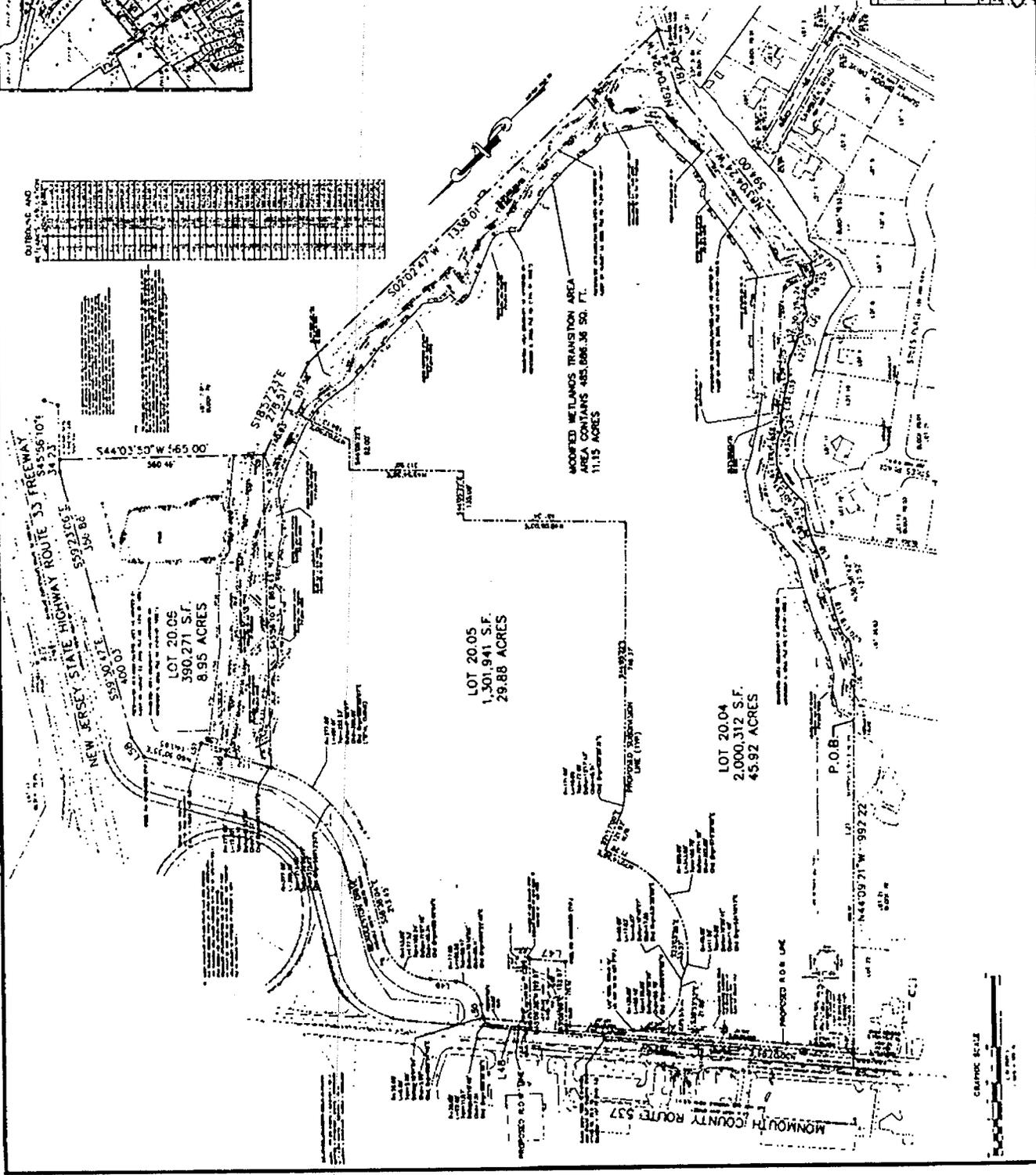


EXHIBIT C

#988701 v2

ATTACHMENT A



professional engineers land surveyors planners landscape architects environmentalists

1460 ROUTE 9 SOUTH, HOWELL, N.J. 07731

PLEASE REFER TO
OUR FILE NO.

HYR07146.03

January 18, 2006
Revised January 24, 2006

732-462-7400
FAX # 732-409-0756

**Modified Transition Area
Part of Lots 20.04, 20.05 and 20.06, Block 70
Freehold Township, Monmouth County, NJ**

Description of all that certain lot, parcel or strip of land known and designated as a portion of Tax Lots 20.04, 20.05 and 20.06, Block 70, situate, lying and being in the Township of Freehold, County of Monmouth, State of New Jersey to be designated as a **Modified Transition Area** and being more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of Tax Lot 20.04, Block 70, said point being distant 923.04 feet on a course bearing South 44° 09' 21" East from the intersection of said westerly line with the southerly line of Monmouth County Route No. 537, also known as West Main Street (66.00 foot wide and variable width Right of Way), and from said Point of Beginning running; thence,

- 1) North 74° 31' 36" East, a distance of 42.39 feet to a point of curvature; thence,
- 2) Northeasterly, along a curve to the right having a radius of 50.00 feet, a central angle of 08° 53' 20", an arc distance of 7.76 feet, to a point of tangency; thence,
- 3) South 59° 14' 17" East, a distance of 64.52 feet to a point; thence,
- 4) South 36° 03' 10" East, a distance of 37.95 feet to a point; thence,
- 5) South 59° 54' 18" East, a distance of 74.73 feet to a point; thence,
- 6) South 68° 06' 35" East, a distance of 93.24 feet to a point; thence,
- 7) South 63° 07' 24" East, a distance of 79.11 feet to a point; thence,
- 8) South 60° 08' 10" East, a distance of 88.50 feet to a point; thence,
- 9) South 86° 15' 00" East, a distance of 71.13 feet to a point; thence,
- 10) South 66° 01' 17" East, a distance of 27.50 feet to a point; thence,
- 11) North 29° 25' 06" East, a distance of 3.38 feet to a point; thence,
- 12) North 81° 49' 17" East, a distance of 69.67 feet to a point; thence,
- 13) South 54° 53' 59" East, a distance of 117.74 feet to a point; thence,
- 14) South 26° 39' 52" East, a distance of 51.33 feet to a point; thence,
- 15) South 32° 24' 00" East, a distance of 87.80 feet to a point; thence,
- 16) South 35° 57' 31" East, a distance of 88.06 feet to a point; thence,

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Description of a Modified Transition Area being part of Lots 20.04, 20.05 and 20.06, Block 70, Freehold Township, Monmouth County, New Jersey.

- 17) South 43° 51' 02" East, a distance of 1.72 feet to a point; thence,
- 18) North 46° 08' 58" East, a distance of 25.00 feet to a point; thence,
- 19) South 43° 51' 02" East, a distance of 99.50 feet to a point; thence,
- 20) South 45° 07' 33" East, a distance of 85.76 feet to a point; thence,
- 21) South 40° 05' 29" East, a distance of 138.12 feet to a point; thence,
- 22) South 73° 46' 14" East, a distance of 76.15 feet to a point; thence,
- 23) South 79° 45' 42" East, a distance of 93.64 feet to a point; thence,
- 24) South 81° 20' 17" East, a distance of 90.08 feet to a point; thence,
- 25) South 35° 39' 22" East, a distance of 36.29 feet to a point; thence,
- 26) South 78° 12' 04" East, a distance of 59.27 feet to a point; thence,
- 27) North 86° 56' 32" East, a distance of 85.40 feet to a point; thence,
- 28) South 85° 58' 20" East, a distance of 73.99 feet to a point; thence,
- 29) North 52° 04' 05" East, a distance of 9.33 feet to a point; thence,
- 30) North 33° 38' 05" East, a distance of 125.52 feet to a point; thence,
- 31) South 69° 03' 06" East, a distance of 5.01 feet to a point; thence,
- 32) North 10° 06' 06" West, a distance of 42.89 feet to a point; thence,
- 33) North 10° 49' 37" East, a distance of 87.89 feet to a point; thence,
- 34) North 01° 31' 48" West, a distance of 102.61 feet to a point; thence,
- 35) North 14° 24' 43" West, a distance of 23.10 feet to a point; thence,
- 36) North 79° 50' 45" East, a distance of 2.08 feet to a point; thence,
- 37) North 11° 12' 21" West, a distance of 107.88 feet to a point; thence,
- 38) North 43° 27' 35" East, a distance of 31.60 feet to a point of curvature; thence,
- 39) Northeasterly, along a curve to the left having a radius of 50.00 feet, a central angle of 65° 08' 47", an arc distance of 56.85 feet, to a point of tangency; thence,
- 40) North 21° 41' 12" West, a distance of 161.70 feet to a point; thence,
- 41) North 01° 44' 22" East, a distance of 25.74 feet to a point; thence.

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Description of a Modified Transition Area being part of Lots 20.04, 20.05 and 20.06, Block 70, Freehold Township, Monmouth County, New Jersey.

- 42) Northeasterly, along a curve to the right having a radius of 50.00 feet, a central angle of 39° 48' 45", an arc distance of 34.74 feet, to a point of tangency; thence,
- 43) South 81° 18' 47" East, a distance of 5.13 feet to a point; thence,
- 44) North 07° 37' 54" East, a distance of 30.20 feet to a point; thence,
- 45) North 39° 14' 09" East, a distance of 51.00 feet to a point; thence,
- 46) North 00° 51' 32" East, a distance of 135.95 feet to a point; thence,
- 47) North 13° 43' 15" West, a distance of 20.91 feet to a point; thence,
- 48) North 14° 39' 34" East, a distance of 17.00 feet to a point; thence,
- 49) North 06° 03' 59" West, a distance of 33.29 feet to a point; thence,
- 50) North 21° 12' 18" West, a distance of 2.22 feet to a point; thence,
- 51) North 03° 09' 51" West, a distance of 93.78 feet to a point; thence,
- 52) North 09° 20' 56" East, a distance of 84.65 feet to a point; thence,
- 53) North 03° 15' 35" East, a distance of 27.08 feet to a point; thence,
- 54) North 07° 28' 46" West, a distance of 54.81 feet to a point; thence,
- 55) North 19° 02' 09" West, a distance of 97.40 feet to a point; thence,
- 56) North 22° 35' 42" West, a distance of 54.69 feet to a point; thence,
- 57) North 28° 04' 14" West, a distance of 46.88 feet to a point; thence,
- 58) North 50° 54' 35" West, a distance of 62.67 feet to a point; thence,
- 59) South 24° 07' 06" East, a distance of 11.23 feet to a point; thence,
- 60) North 42° 39' 24" West, a distance of 77.99 feet to a point; thence,
- 61) North 23° 35' 36" West, a distance of 15.37 feet to a point; thence,
- 62) North 39° 05' 55" West, a distance of 51.18 feet to a point; thence,
- 63) North 36° 29' 32" West, a distance of 63.69 feet to a point; thence,
- 64) South 89° 03' 04" West, a distance of 22.02 feet to a point; thence,
- 65) North 46° 37' 45" West, a distance of 90.59 feet to a point; thence,
- 66) North 20° 16' 01" West, a distance of 7.93 feet to a point; thence,
- 67) North 30° 54' 11" West, a distance of 34.82 feet to a point; thence,

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Description of a Modified Transition Area being part of Lots 20.04, 20.05 and 20.06, Block 70, Freehold Township, Monmouth County, New Jersey.

- 68) North 44° 21' 40" West, a distance of 28.07 feet to a point; thence,
- 69) North 42° 54' 26" West, a distance of 37.57 feet to a point; thence,
- 70) North 01° 11' 38" West, a distance of 30.31 feet to a point; thence,
- 71) North 36° 29' 23" West, a distance of 29.40 feet to a point; thence,
- 72) North 37° 11' 58" West, a distance of 48.86 feet to a point; thence,
- 73) North 37° 46' 22" West, a distance of 75.90 feet to a point; thence,
- 74) North 31° 02' 33" West, a distance of 46.33 feet to a point; thence,
- 75) North 52° 57' 10" West, a distance of 65.73 feet to a point; thence,
- 76) North 60° 19' 49" East, a distance of 106.25 feet to a point; thence,
- 77) South 37° 27' 30" East, a distance of 15.14 feet to a point; thence,
- 78) North 60° 19' 49" East, a distance of 51.56 feet to a point; thence,
- 79) South 37° 53' 55" East, a distance of 88.96 feet to a point; thence,
- 80) South 37° 24' 45" East, a distance of 65.49 feet to a point; thence,
- 81) South 37° 07' 27" East, a distance of 127.30 feet to a point; thence,
- 82) South 48° 34' 32" East, a distance of 65.46 feet to a point; thence,
- 83) South 43° 58' 02" East, a distance of 110.41 feet to a point; thence,
- 84) South 37° 02' 29" East, a distance of 57.77 feet to a point; thence,
- 85) South 41° 02' 58" West, a distance of 9.30 feet to a point; thence,
- 86) South 13° 54' 34" East, a distance of 23.88 feet to a point; thence,
- 87) South 39° 57' 37" East, a distance of 80.86 feet to a point; thence,
- 88) South 52° 30' 28" East, a distance of 41.88 feet to a point; thence,
- 89) South 67° 26' 54" East, a distance of 4.85 feet to a point; thence,
- 90) South 36° 33' 33" East, a distance of 8.75 feet to a point; thence,
- 91) South 39° 31' 17" East, a distance of 96.95 feet to a point; thence,
- 92) South 36° 29' 43" East, a distance of 33.07 feet to a point; thence,
- 93) South 44° 03' 50" West, a distance of 83.95 feet to a point; thence,

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Description of a Modified Transition Area being part of Lots 20.04, 20.05 and 20.06; Block 70, Freehold Township, Monmouth County, New Jersey.

- 94) South 18° 57' 23" East, a distance of 278.51 feet to a point; thence,
- 95) South 02° 02' 47" West, a distance of 1,338.01 feet to a point; thence,
- 96) North 62° 04' 24" West, a distance of 182.04 feet to a point; thence,
- 97) North 83° 04' 24" West, a distance of 594.00 feet to a point; thence,
- 98) North 06° 55' 36" East, a distance of 7.92 feet to a point; thence,
- 99) North 68° 23' 31" West, a distance of 25.53 feet to a point; thence,
- 100) North 35° 21' 46" West, a distance of 31.32 feet to a point; thence,
- 101) North 05° 44' 59" East, a distance of 21.81 feet to a point; thence,
- 102) North 37° 14' 49" West, a distance of 40.37 feet to a point; thence,
- 103) North 57° 18' 59" West, a distance of 37.35 feet to a point; thence,
- 104) North 03° 45' 25" West, a distance of 15.57 feet to a point; thence,
- 105) North 39° 58' 53" West, a distance of 37.07 feet to a point; thence,
- 106) North 30° 52' 17" East, a distance of 12.67 feet to a point; thence,
- 107) North 41° 31' 27" West, a distance of 16.13 feet to a point; thence,
- 108) North 20° 48' 19" West, a distance of 44.29 feet to a point; thence,
- 109) North 20° 42' 23" West, a distance of 26.55 feet to a point; thence,
- 110) North 47° 31' 19" West, a distance of 41.03 feet to a point; thence,
- 111) North 31° 32' 01" West, a distance of 57.31 feet to a point; thence,
- 112) North 36° 00' 24" West, a distance of 63.37 feet to a point; thence,
- 113) North 57° 55' 08" West, a distance of 24.76 feet to a point; thence,
- 114) North 07° 22' 37" West, a distance of 10.60 feet to a point; thence,
- 115) North 25° 04' 04" West, a distance of 16.30 feet to a point; thence,
- 116) North 38° 11' 30" West, a distance of 41.54 feet to a point; thence,
- 117) North 48° 07' 46" West, a distance of 29.82 feet to a point; thence,
- 118) North 68° 27' 17" West, a distance of 45.60 feet to a point; thence,
- 119) North 82° 55' 42" West, a distance of 21.36 feet to a point; thence,

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Description of a Modified Transition Area being part of Lots 20.04, 20.05 and 20.06, Block 70, Freehold Township, Monmouth County, New Jersey.

- 120) North 89° 05' 50" West, a distance of 63.34 feet to a point; thence,
- 121) North 48° 43' 17" West, a distance of 50.89 feet to a point; thence,
- 122) North 63° 20' 06" West, a distance of 64.41 feet to a point; thence,
- 123) North 70° 24' 24" West, a distance of 58.87 feet to a point; thence,
- 124) North 56° 58' 42" West, a distance of 127.52 feet to a point; thence,
- 125) North 62° 28' 41" West, a distance of 50.98 feet to a point; thence,
- 126) North 72° 23' 28" West, a distance of 25.79 feet to a point; thence,
- 127) South 88° 40' 34" West, a distance of 23.18 feet to a point; thence,
- 128) North 54° 02' 43" West, a distance of 88.94 feet to a point; thence,
- 129) North 42° 13' 03" West, a distance of 66.64 feet to a point; thence,
- 130) North 44° 09' 21" West, a distance of 69.18 feet to the point and place of BEGINNING.

Containing 485,886.36 square feet (11.15 acres) of land and being subject to any easements or restrictions of record.

The Modified Transition Area as hereinbefore described being and intended to be the same as shown on a certain map entitled "Modified Transition Area Map Freehold Marketplace, Block 70, Lot 20, Tax Map Sheets 23, 24, 30 and 31, Freehold Township, Monmouth County, New Jersey" prepared by John J. Stefani, PE, PLS of ESP Associates, 1460 Route 9 South, Howell, NJ, dated January 18, 2006 and revised January 24, 2006.

John J. Stefani
Professional Engineer & Land Surveyor
NJ License No. 24271

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