

11. South 63 degrees 15 minutes 40 seconds East a distance of 4.94 feet to a point, thence
12. South 30 degrees 00 minutes 57 seconds West a distance of 115.62 feet to a point of a curvature, thence
13. Along a curve to the right, having a radius of 56.54 feet an arc length of 24.14, and whose chord bears South 42 degrees 14 minutes 49 seconds West a chord distance 23.96 feet to a point of tangency, thence
14. South 49 degrees 22 minutes 42 seconds West a distance of 38.27 feet to a point of curvature, thence
15. Along a curve to the left having a radius of 51.73 feet, an arc length of 35.80, and whose chord bears South 29 degrees 33 minutes 03 seconds West a chord distance of 35.09 feet to a point of tangency, thence
16. South 02 degrees 33 minutes 02 seconds West a distance of 15.90 feet to a point of curvature, thence
17. Along a curve to the right having a radius of 25.00 feet, an arc length of 48.27, and whose chord bears South 57 degrees 48 minutes 05 seconds West a chord distance of 41.13 feet to a point of tangency, thence
18. North 67 degrees 48 minutes 29 seconds West a distance of 49.90 feet to a point of curvature, thence
19. Along a curve to the left, having a radius of 305.80 feet, an arc length of 68.81, and whose chord bears North 74 degrees 15 minutes 16 seconds West a chord distance of 68.67 feet to a point of reverse curvature, thence
20. Along a curve to the right having a radius of 127.63 feet, an arc length of 49.66, and whose chord bears North 69 degrees 33 minutes 11 seconds West a chord distance of 49.35 feet to a point of tangency, thence
21. North 59 degrees 59 minutes 03 seconds West a distance of 18.37 feet to a point, thence
22. South 30 degrees 00 minutes 59 seconds West a distance of 32.24 feet to a point, thence
23. North 59 degrees 59 minutes 03 seconds West a distance of 215.53 feet to a point, thence
24. South 30 degrees 00 minutes 57 seconds West a distance of 79.50 feet to a point, thence

25. North 59 degrees 59 minutes 03 second West a distance of 235.02 feet to the POINT OF BEGINNING

Containing an area of 183,831 square feet or 4.22 acres, more or less.

Subject to the following easement:

30.00 foot wide Waterfront Walkway Easement as shown on a map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5, Borough of Edgewater, Bergen County, NJ;" prepared by Paulus, Sokolowski and Sartor, LLC, dated and revised to 3/25/2009 and filed in the Bergen county Clerk's office on 5/19/2009 as map no. 9512.

Waterfront access easement as shown on a map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5;" prepared by Paulus, Sokolowski and Sartor, LLC, dated and revised 3/25/2009 and filed in the Bergen county Clerk's office on 5/19/2009 as map no. 9512.

Future Roadway "A" Easement dedication per filed map no. 9519.

Lateral sewer easement as per Deed Book 4133, page 206.

16' wide sewer easement per Deed Book 990, page 24.

25' wide sewer easement as shown on a map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5;" prepared by Paulus, Sokolowski and Sartor, LLC, dated and revised 3/25/2009 and filed in the Bergen county Clerk's office on 5/19/2009 as map no. 9512.

10' wide Pipe Line right-of-way, per Tax Map.

4' wide Oil Line right-of-way, per Tax Map.

Subject to any easements or restrictions of record if any, which an accurate title search may disclose.

LOT 1.05, BLOCK 99

BEGINNING at a intersection formed by the easterly side of Proposed Road "A" right-of-way line with southwesterly corner of Proposed Lot 1.05 as shown on a map entitled "I.Park Edgewater, LLC, Proposed Lots 1.03, 1.04, 1.05, 1.07 Subdivision, Block 99, Lots 1, Borough of Edgewater, Bergen County, NJ," prepared by Paulus, Sokolowski and Sartor, LLC, dated 7/06/2010 and filed in the Bergen County Clerk's office on October 6, 2010 as map no. 9526 and running thence.

1. North 30 degrees 00 minutes 57 seconds East a distance of 64.08 feet to a beginning of a curve, thence

2. Along a curve to the left having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears North 75 degrees 00 minutes 57 seconds East a chord distance of 33.93 feet to a point of tangency, thence
3. South 59 degrees 59 minutes 03 seconds East a distance of 191.55 feet to a point, thence
4. South 30 degrees 00 minutes 57 seconds West a distance of 88.07 feet to a point, thence
5. North 59 degrees 59 minutes 03 seconds West a distance of 215.54 feet to a point, thence
6. North 30 degrees 00 minutes 57 seconds East a distance of 64.08 feet to the POINT OF BEGINNING;

Containing an area of 18,633 square feet or 0.428 acres, as calculated by Paulus, Sokolowski and Sartor, LLC in March 6, 2010.

Subject to a 30 foot wide Waterfront Walkway Easement containing 2,642 S.F. or 0.061 Ac.

Subject to any easements or restrictions of record if any, which an accurate title search may disclose.

PROPOSED LOT 1.07

BEGINNING at the northwest corner of the lot and running thence.

1. North 59 degrees 59 minutes 03 seconds West a distance of 173.00 feet to the beginning of a curve, thence
2. Along a curve to the left having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears South 14 degrees 59 minutes 03 seconds East a chord distance of 33.93 feet to a point of tangency, thence
3. South 30 degrees 00 minutes 57 seconds East a distance of 51.00 feet to the beginning of a curve, thence
4. Along a curve to the left having a radius of 5.00 feet, an arc length of 7.85, and whose chord bears South 75 degrees 00 minutes 57 seconds West a chord distance of 7.07 feet to a point of tangency, thence
5. North 59 degrees 59 minutes 03 seconds West a distance of 192.00 feet to the beginning of a curve, thence
6. Along a curve to the left having a radius of 5.00 feet, an arc length of 7.85, and whose chord bears North 14 degrees 59 minutes 03 seconds West a chord distance of 7.07 feet to a point of tangency, thence

7. North 30 degrees 00 minutes 57 seconds East a distance of 70.00 feet to the beginning of a curve, thence
8. Along a curve to the left having a radius of 5.00 feet, an arc length of 7.85, and whose chord bears South 75 degrees 00 minutes 57 seconds West a chord distance of 7.07 feet to the POINT OF BEGINNING;

PROPOSED LOT 1.11

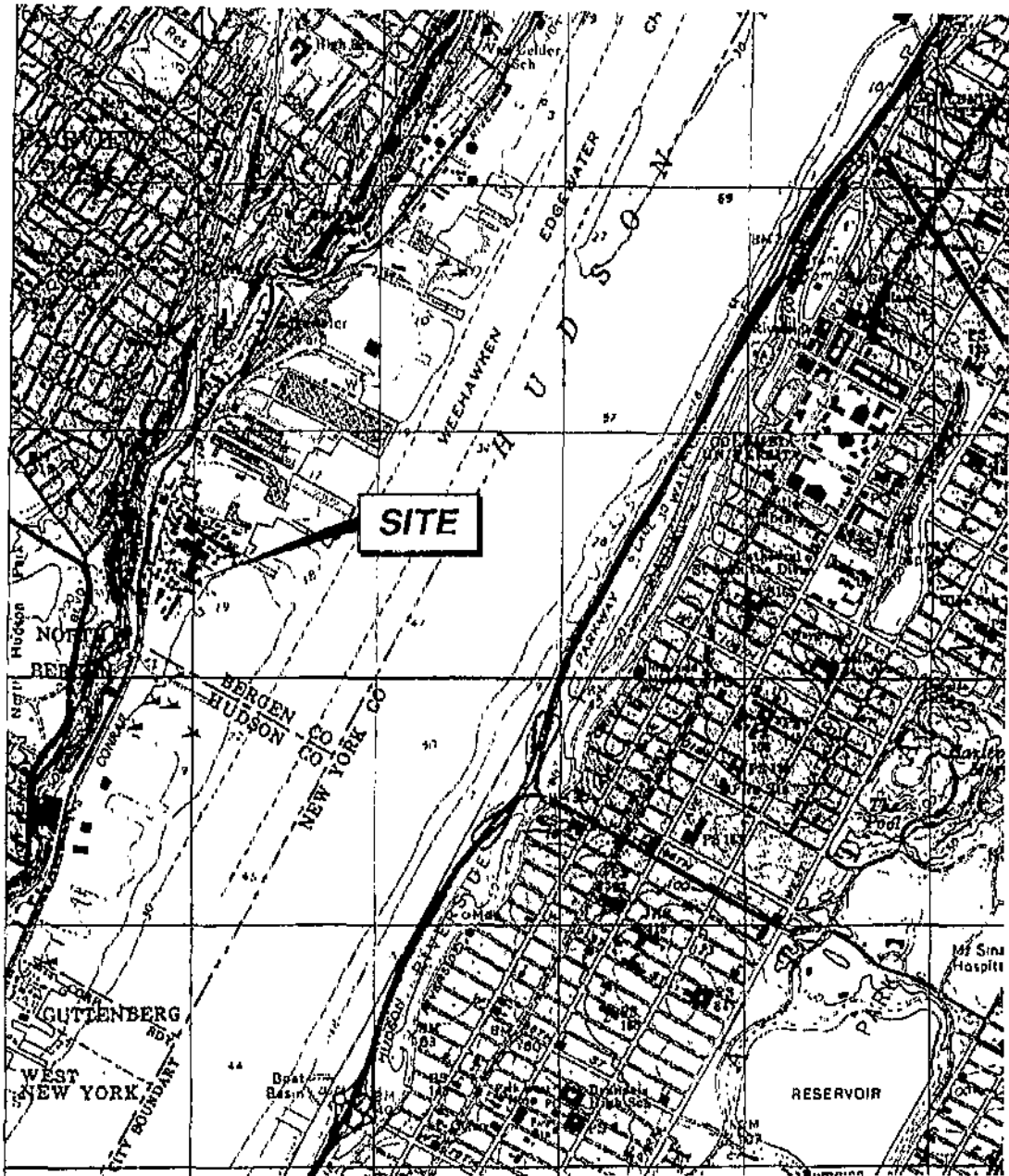
BEGINNING at the north west corner of the lot and running thence.

1. South 59 degrees 59 minutes 03 seconds East a distance of 220.47 feet to a point, thence
2. South 30 degrees 00 minutes 57 seconds West a distance of 216.02 feet to a point, thence
3. North 59 degrees 59 minutes 03 seconds West a distance of 220.47 feet to a point, thence
4. South 30 degrees 00 minutes 57 seconds West a distance of 216.02 feet to the POINT OF BEGINNING;

The property also contains sections of the roadway LOT 1.10 and LOT 1.17.


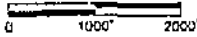
The Site contains an area of 280,123.74 square feet or 6.431 acres.

© 2011 - CZA GeoEnvironmental, Inc. GZA-... \6:305 s\41:01:31:00\Figures\CAD\Draft Deed Notice - RAAR\exhibit A-1.dwg [A-1] August 17, 2012 - 11:06am miquel barres

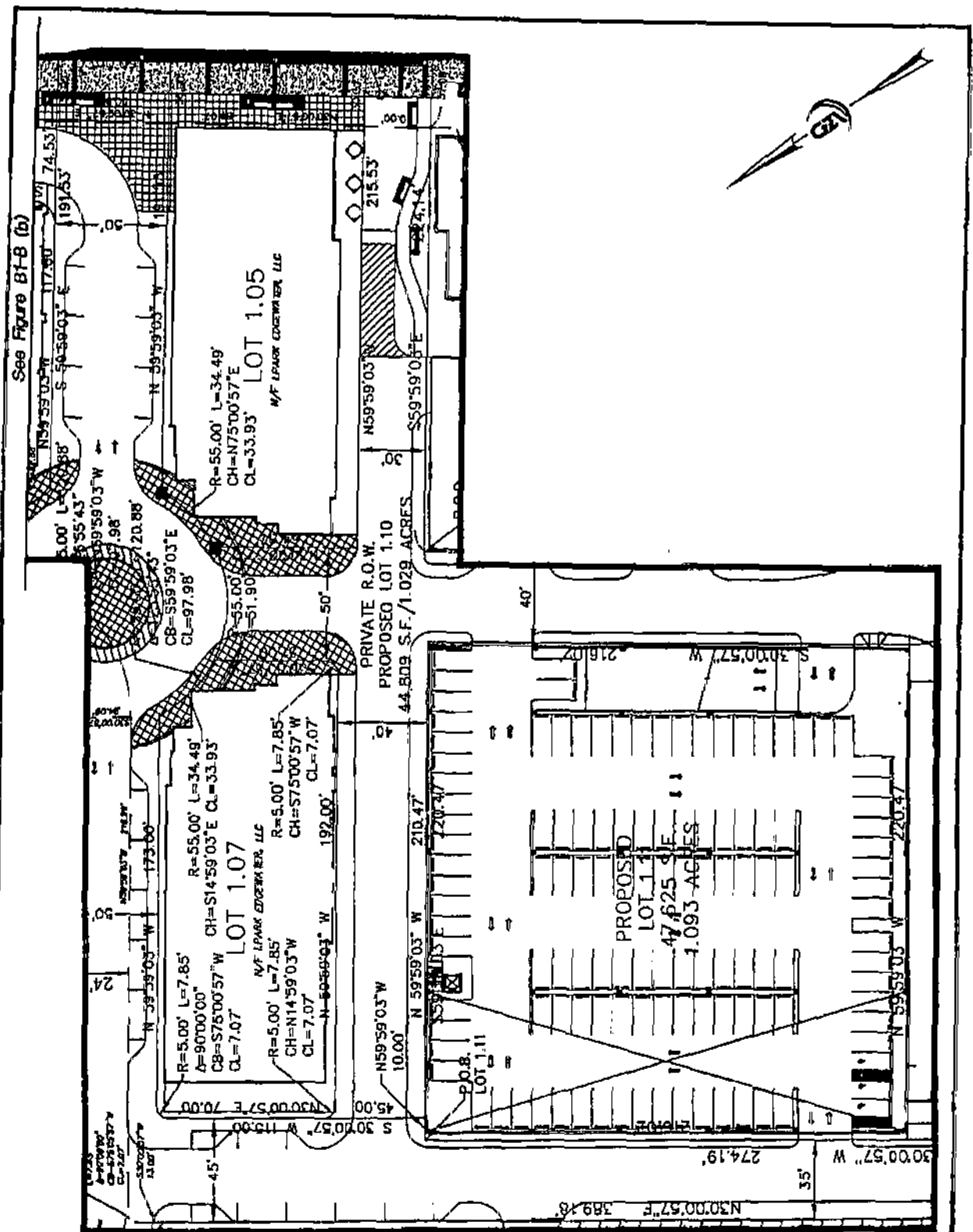


ACKNOWLEDGEMENT:
 FIGURE BASED ON U.S. GEOLOGICAL SURVEY, CENTAL PARK
 QUADRANGLE (7.5 MINUTE SERIES TOPOGRAPHIC MAP),
 DATED 1966, PHOTOREVISED 1979



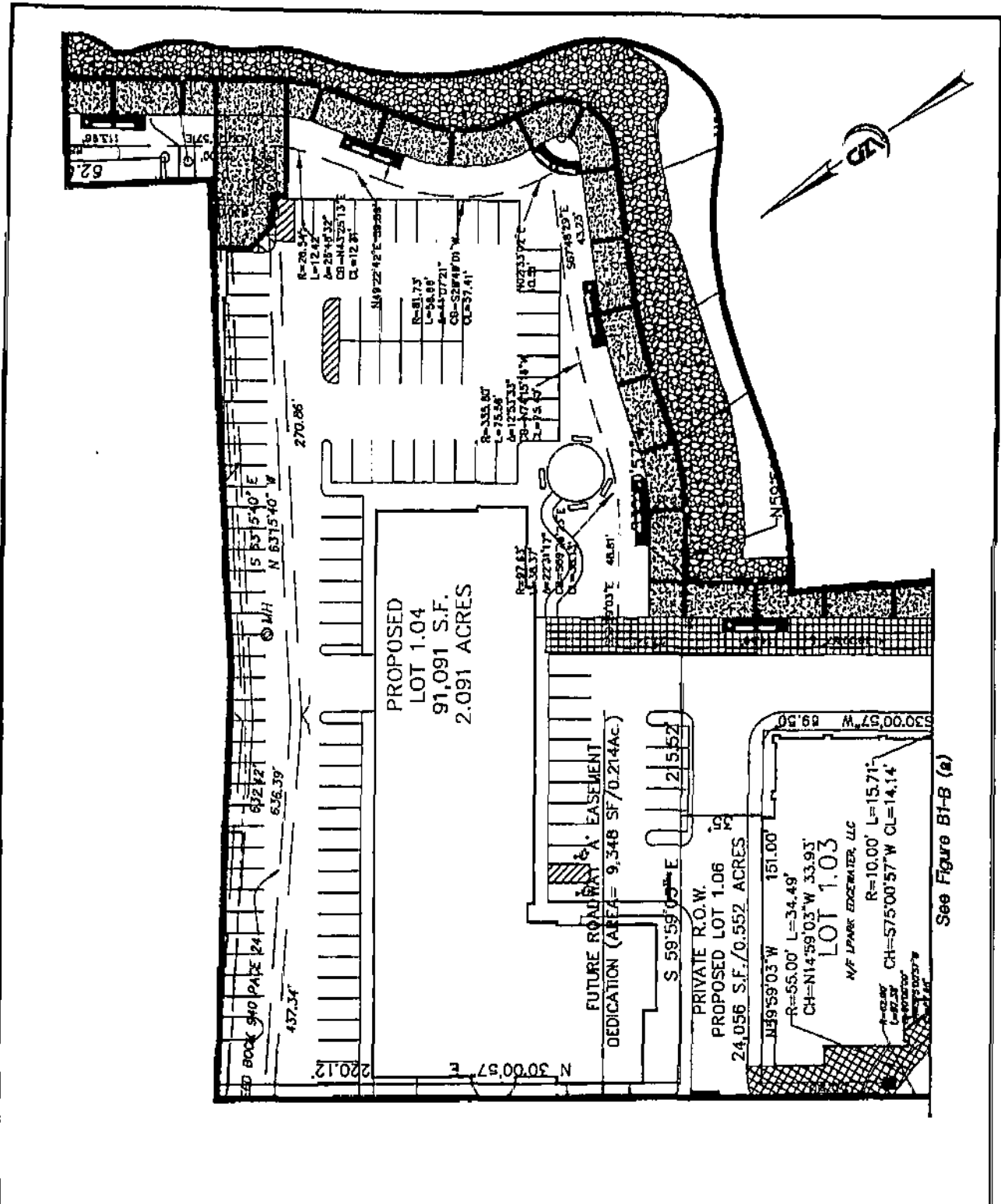
Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 694-8140 104 West 29th Street, 10th Floor (212) 270-8150 New York, New York 10001	L. PARK EDGEWATER 45 River Road Edgewater, New Jersey	SCALE 
	Site Location Plan Blocks 97 and 98 ISRA Case #E20030062 and #E20040267	Project No. 41.0161318.08
File Name: exhibit A-1.dwg	Project Mgr: DW Reviewed By: CRG Designed By: DW Drawn By: MT	Exhibit A-1
Revisor No. Rev.	Date/Time Revised: Aug 17, 2012-11:00am	

GZA-1A1613007-416161316.00 (Drawing) CADDED NOTICE RAA-1 7-2011 EXHIBIT-A-2.dwg [RAA-1 A-2] August 17, 2012 - 11:00am mps/mll/brs
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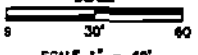


Prepared By GZA GeoEnvironmental of New York Engineers and Scientists 134 West 29th Street, 15th Floor New York, New York 10001 (212) 684-8140 (212) 279-8180	I PARK EDGEWATER 45 River Road Edgewater, New Jersey		SCALE SCALE 1" = 80'
	Metes and Bounds Plan Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267		Project No. 410161316.08
File Name EXHIBIT-A-2.dwg	Project Mgr. CW Designed By. PM Revision No. 1 Date/Time Revisd. Aug 17, 2012-11:00am	Reviewed By. CEO Drawn By. MT	L&M No. A-2 a

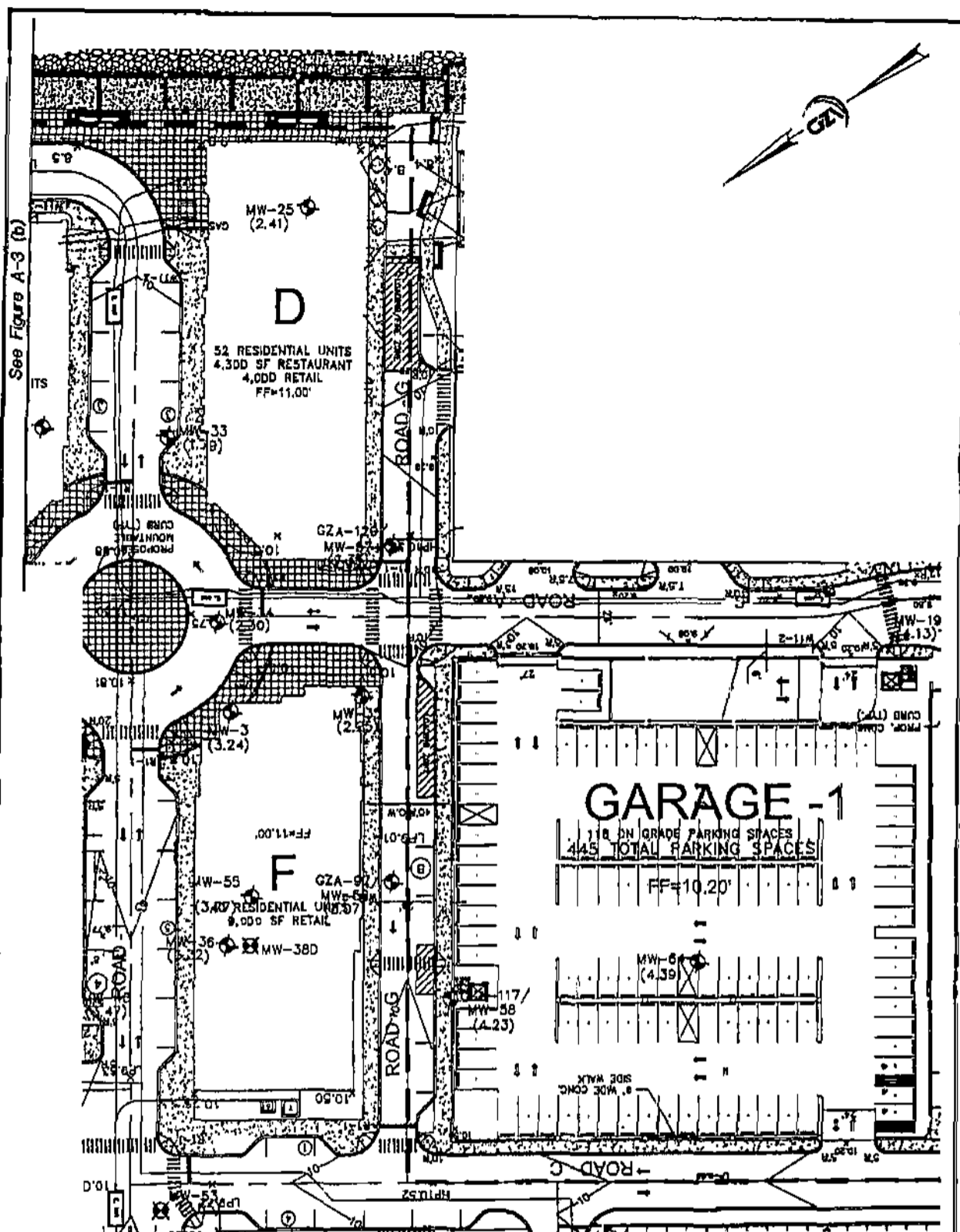
A-2\161300's\41.0161318.00\Figures\CAD\DEED NOTICE RAA-1 7-2011\EXHIBIT-A-2.dwg [RAA-1 A-2 b] August 17, 2012 - 11:09am miguel.torres


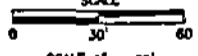


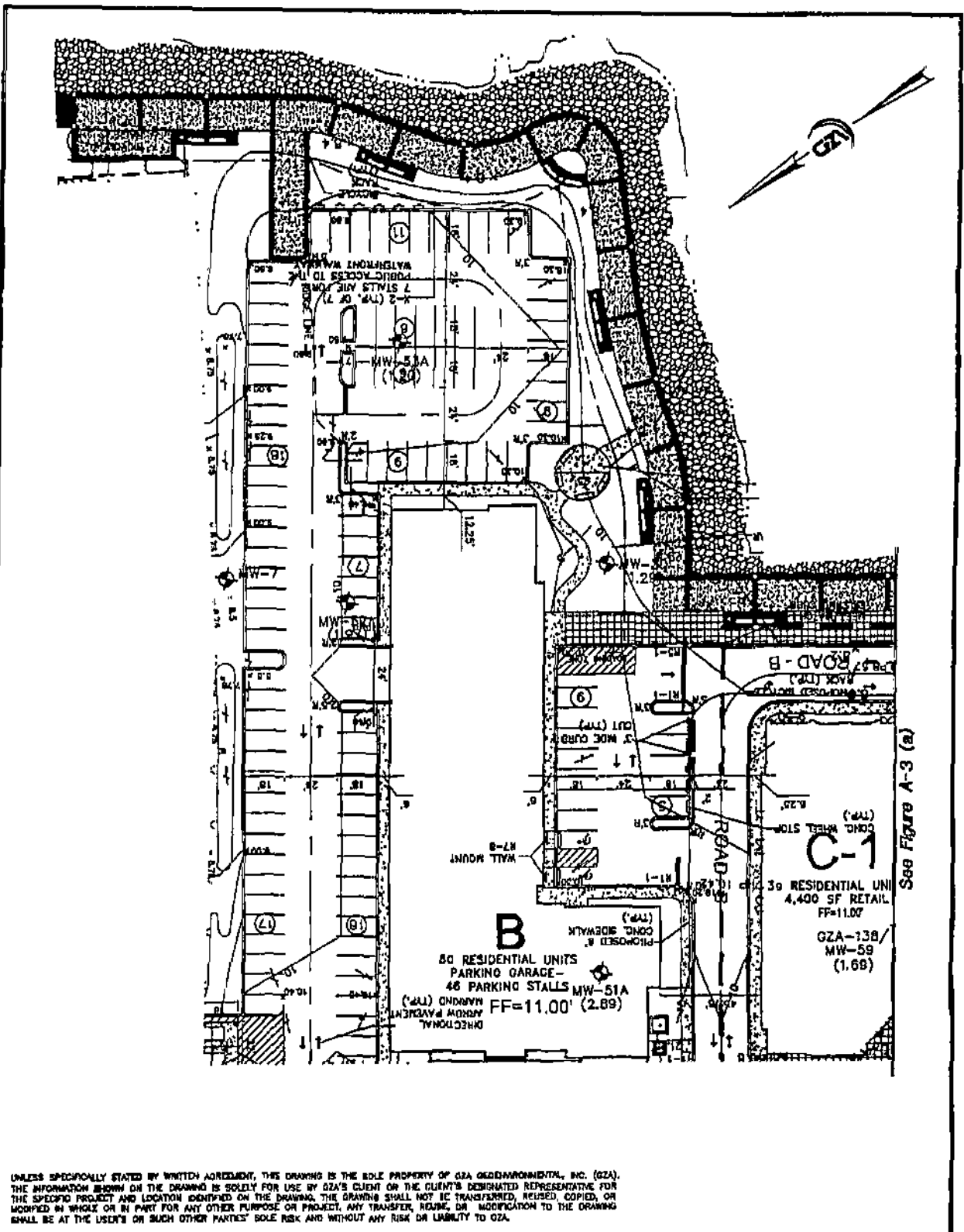
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Prepared By  GZA GeoEnvironmental of New York Engineers and Scientists (212) 884-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001 File Name: EXHIBIT-A-2.dwg Project Mgr: DW Designed By: PM Revision No.: Date/Time Revised: Aug 17, 2012-11:09am	I. PARK EDGEWATER 45 River Road Edgewater, New Jersey Metes and Bounds Plan Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267	SCALE  SCALE 1" = 60' Project No. 410161318.08
	Deed Notice	Exhibit No. A-2 b

GZA-4-161300-4-10161318-00 (Figures CAD) DEED NOTICE RAA-1 7-2011 EXHIBIT-A-3.dwg (RAA-1 A-3 (a)) August 17, 2012 -- 11:16am miquelbortres
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Prepared By  GZA GeoEnvironmental of New York Engineers and Architects 12125 86th Street, 10th Floor (212) 278-6180 New York, New York 10001	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	SCALE  SCALE 1" = 60'
File Name EXHIBIT-A-3.dwg	Proposed Site Redevelopment Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267	Project No. 410161318.08
Project Mgr DW Designer PS Reviewer MT Date/Time Released Aug 17, 2012-11:16am	Reviewed By CED Drawn By MT	Exhibit No. A-3 (a)
Dead Notice		




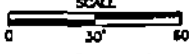
Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 594-8140 104 West 29th Street, 10th Floor (212) 279-8106 New York, New York 10001 File Name: EXHIBIT-A-3.dwg Project Mgr: ON Reviewed By: CEO Designed By: PM Drawn By: MT Revision No.: Date/Time Recheck Rev. Aug 17, 2012-11:17am	I PARK EDGEWATER 45 River Road Edgewater, New Jersey	SCALE  SCALE 1" = 60' Project No. 410161318.08
	Proposed Site Redevelopment Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267	Exhibit No. A-3 (b)
Deed Notice		

EXHIBIT B

Description of Affected Areas

Current Site Conditions

The Site is approximately 6.4 acre parcel located on Lot 1.03, Proposed Lot 1.04, Lot 1.05, Lot 1.07, Proposed Lot 1.11 and sections of Lot 1.10 and Lot 1.17. The Site is located in the northeast section of the Property situated on portions of Blocks 97 and 98. The Property is currently in the process of redevelopment for mixed use residential and commercial purposes. Land use in the vicinity of the Property is a mix of residential, industrial and commercial uses. The ongoing redevelopment of the Hudson River waterfront in Edgewater has shifted the predominant land use from industrial to a mix of residential and commercial.

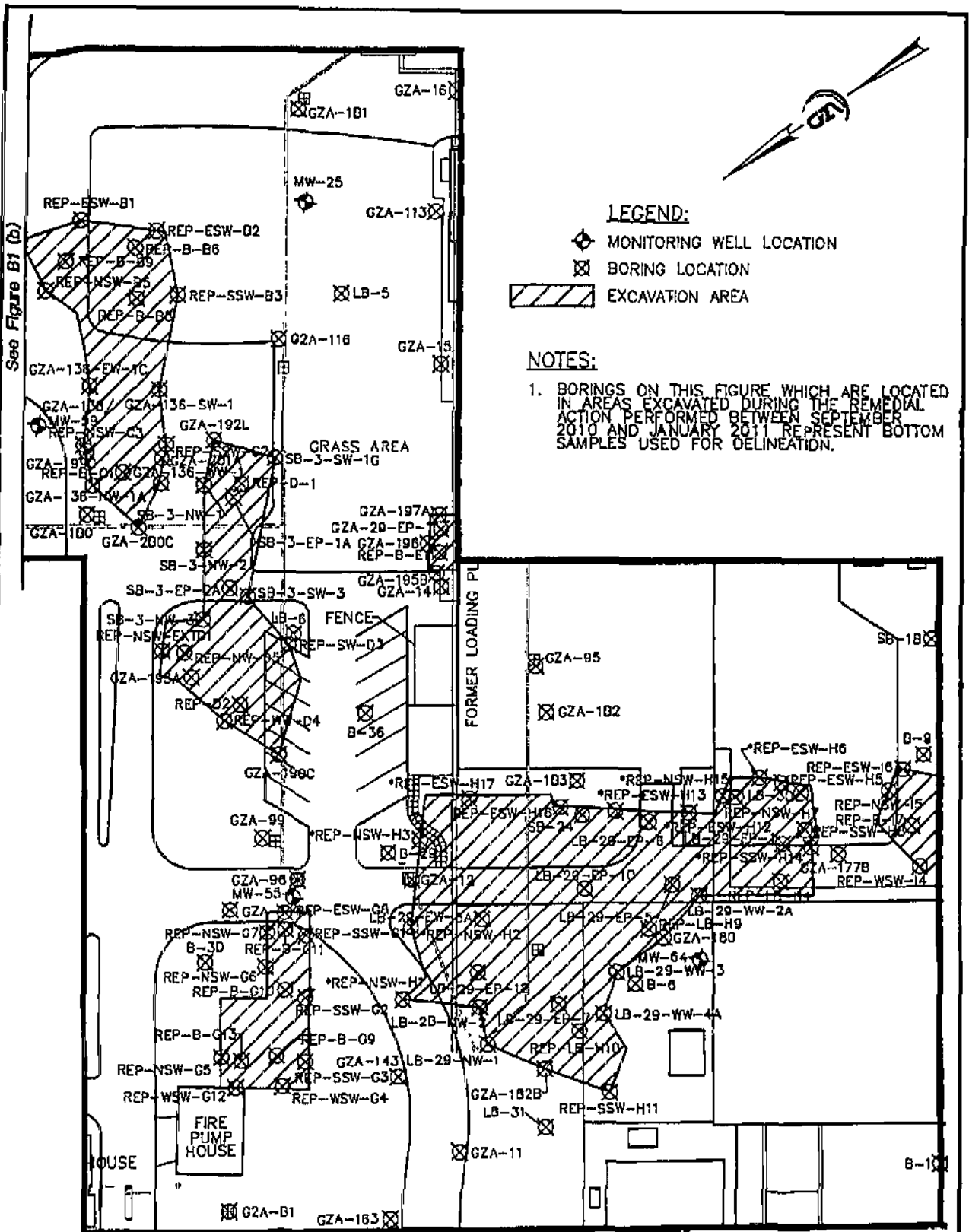
Proposed Site conditions are depicted on Exhibit A-3.

Mixed Use Residential Area Descriptions

The conceptual Property redevelopment plan calls for utilizing the Property as a mixed use residential and retail commercial facility. Four new residential structures (buildings B, C1, D and F) will be built on the Site as well as associated parking lots as indicated on Exhibit A-3. Buildings C1, D and F will also contain retail and commercial space. The proposed redevelopment plan incorporates engineered controls to eliminate exposure scenarios. In addition, the proposed location for this building has been carefully evaluated and selected based upon the known extent of contamination associated with the Quanta site. The current plan leaves a 150 foot zone comprised only of surface parking between the northern property line and the proposed structures. Development of the Site will remain flexible until the USEPA has completed its remedial investigation and issued a record of decision (ROD) for Quanta related groundwater and coal tar related impacts. The development plan contains a certain amount of flexibility to incorporate findings of the site investigations associated with Quanta. Specifically, the locations of parking garage structures can be modified based upon the extent of contamination associated with Quanta and the ROD.

Remaining Contamination

Soil sample locations are shown on Exhibit B-1, which summarizes the analytical results of soil samples and lists compounds that exceed the New Jersey Department of Environmental Protection's Soil Cleanup Criteria (NJDEP NRSCC or IGWSCC). Exhibits B1-1 through B1-10 show sample locations and NRSCC and IGWSCC exceedances.



LEGEND:


- ⊙ MONITORING WELL LOCATION
- ⊗ BORING LOCATION
- ▨ EXCAVATION AREA

NOTES:

1. BORINGS ON THIS FIGURE WHICH ARE LOCATED IN AREAS EXCAVATED DURING THE REMEDIAL ACTION PERFORMED BETWEEN SEPTEMBER 2010 AND JANUARY 2011 REPRESENT BOTTOM SAMPLES USED FOR DELINEATION.

See Figure B1 (b)

A-181300's\410161318.DWG Figures\CAO\DEED NOTICE RAA-1 7-2011\EXHIBIT-B1.dwg [RAA-1 B1 (a)] August 17, 2012 - 11:22am miguel.lorres
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Prepared By:

GZA
 GeoEnvironmental
 of New York
 Engineers and Scientists
 (212) 884-8140 104 West 28th Street, 10th Floor
 (212) 279-8180 New York, New York 10001

L PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

RAA #1
Blocks 97 and 98
ISRA CASE #E20030062 and #E20040267

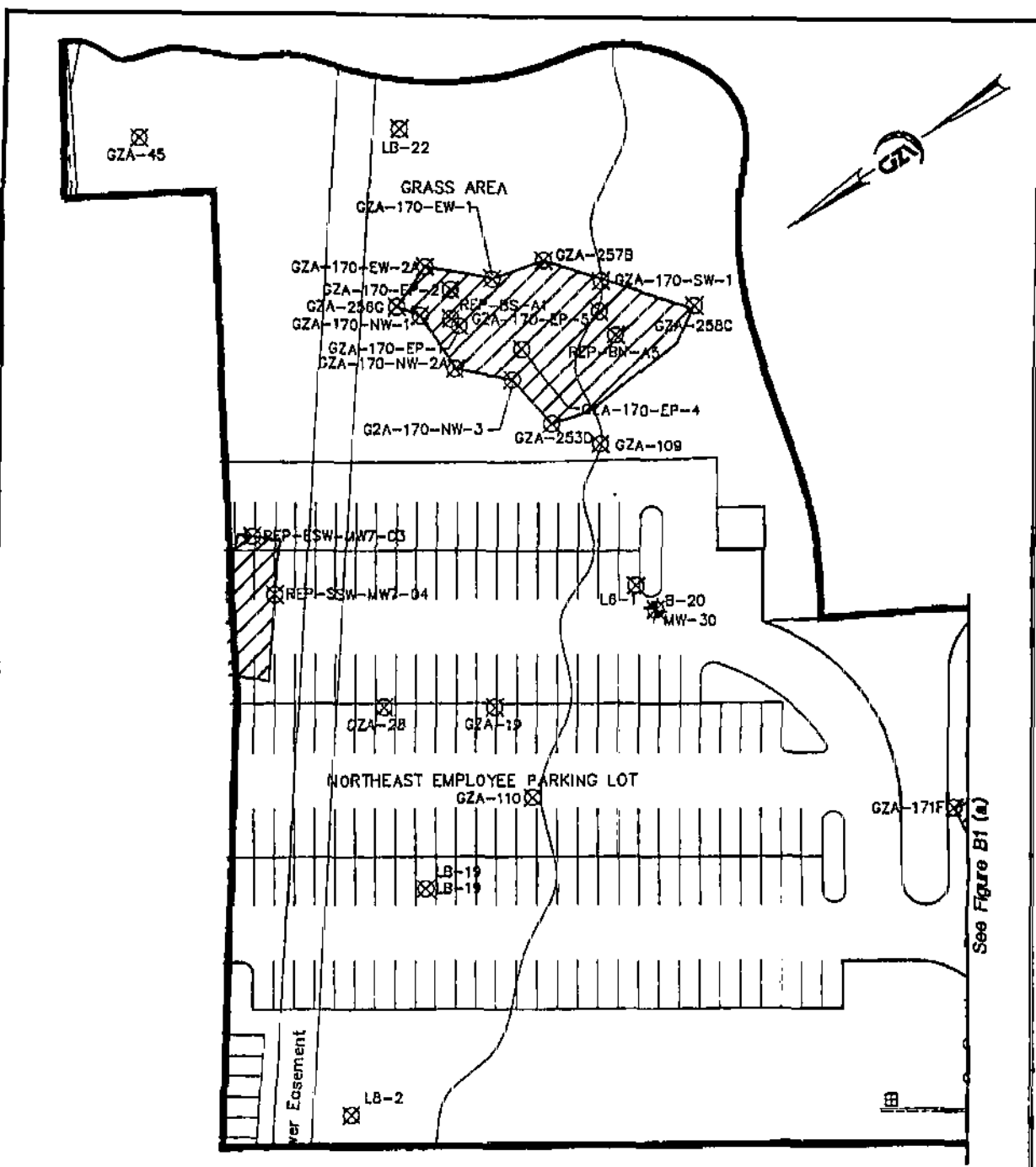
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SCALE
 0 30' 60'
 SCALE 1" = 80'

Project No. **410161318.08**

Figure No. **B1 (a)**

GZA-410161318.08 Figures CAD/DEED NOTICE RAA-1 7-2011 EXHIBIT-B1.dwg [RAA-1 B1] August 17, 2012 - 11:23am mitchell.torres
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NOTES:

1. BORINGS ON THIS FIGURE WHICH ARE LOCATED IN AREAS EXCAVATED DURING THE REMEDIAL ACTION PERFORMED BETWEEN SEPTEMBER 2010 AND JANUARY 2011 REPRESENT BOTTOM SAMPLES USED FOR DELINEATION.

LEGEND:

- MONITORING WELL LOCATION
- BORING LOCATION
- EXCAVATION AREA

See Figure B1 (a)

Prepared By GZA Geotechnical Engineers and Scientists 104 West 28th Street, 10th Floor New York, New York 10001 (212) 584-8140 (212) 279-8180	L PARK EDGEWATER 45 River Road Edgewater, New Jersey		SCALE SCALE 1" = 60'
	RAA #1 Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267		Project No. 410161318.08
File Name: EXHIBIT-B1.dwg	Deed Notice		Figure No. B1 (b)
Project Mgr: DW Designed By: PM Checked By: CEJ Drawn By: MT Date/Time Revised: Aug 17, 2012-11:23am			

Location	Sample Depth, feet	Method of Sample Collection	Sample Type	Analysis Method	Unit	Remarks
GZA18 (L1)	0-12	MC20	MC20	MC20	MC20	MC20
	12-24	MC20	MC20	MC20	MC20	MC20
	24-36	MC20	MC20	MC20	MC20	MC20
	36-48	MC20	MC20	MC20	MC20	MC20
	48-60	MC20	MC20	MC20	MC20	MC20
	60-72	MC20	MC20	MC20	MC20	MC20
	72-84	MC20	MC20	MC20	MC20	MC20
	84-96	MC20	MC20	MC20	MC20	MC20
	96-108	MC20	MC20	MC20	MC20	MC20
	108-120	MC20	MC20	MC20	MC20	MC20

Location	Sample Depth, feet	Method of Sample Collection	Sample Type	Analysis Method	Unit	Remarks
GZA18 (L2)	0-12	MC20	MC20	MC20	MC20	MC20
	12-24	MC20	MC20	MC20	MC20	MC20
	24-36	MC20	MC20	MC20	MC20	MC20
	36-48	MC20	MC20	MC20	MC20	MC20
	48-60	MC20	MC20	MC20	MC20	MC20
	60-72	MC20	MC20	MC20	MC20	MC20
	72-84	MC20	MC20	MC20	MC20	MC20
	84-96	MC20	MC20	MC20	MC20	MC20
	96-108	MC20	MC20	MC20	MC20	MC20
	108-120	MC20	MC20	MC20	MC20	MC20

Location	Sample Depth, feet	Method of Sample Collection	Sample Type	Analysis Method	Unit	Remarks
GZA18 (L3)	0-12	MC20	MC20	MC20	MC20	MC20
	12-24	MC20	MC20	MC20	MC20	MC20
	24-36	MC20	MC20	MC20	MC20	MC20
	36-48	MC20	MC20	MC20	MC20	MC20
	48-60	MC20	MC20	MC20	MC20	MC20
	60-72	MC20	MC20	MC20	MC20	MC20
	72-84	MC20	MC20	MC20	MC20	MC20
	84-96	MC20	MC20	MC20	MC20	MC20
	96-108	MC20	MC20	MC20	MC20	MC20
	108-120	MC20	MC20	MC20	MC20	MC20

Location	Sample Depth, feet	Method of Sample Collection	Sample Type	Analysis Method	Unit	Remarks
GZA18 (L4)	0-12	MC20	MC20	MC20	MC20	MC20
	12-24	MC20	MC20	MC20	MC20	MC20
	24-36	MC20	MC20	MC20	MC20	MC20
	36-48	MC20	MC20	MC20	MC20	MC20
	48-60	MC20	MC20	MC20	MC20	MC20
	60-72	MC20	MC20	MC20	MC20	MC20
	72-84	MC20	MC20	MC20	MC20	MC20
	84-96	MC20	MC20	MC20	MC20	MC20
	96-108	MC20	MC20	MC20	MC20	MC20
	108-120	MC20	MC20	MC20	MC20	MC20

Location	Sample Depth, feet	Method of Sample Collection	Sample Type	Analysis Method	Unit	Remarks
GZA18 (L5)	0-12	MC20	MC20	MC20	MC20	MC20
GZA18 (L6)	0-12	MC20	MC20	MC20	MC20	MC20

Location	Sample Depth, feet	Method of Sample Collection	Sample Type	Analysis Method	Unit	Remarks
GZA18 (L7)	0-12	MC20	MC20	MC20	MC20	MC20
GZA18 (L8)	0-12	MC20	MC20	MC20	MC20	MC20

Location	Sample Depth, feet	Method of Sample Collection	Sample Type	Analysis Method	Unit	Remarks
GZA18 (L9)	0-12	MC20	MC20	MC20	MC20	MC20
	12-24	MC20	MC20	MC20	MC20	MC20
	24-36	MC20	MC20	MC20	MC20	MC20
	36-48	MC20	MC20	MC20	MC20	MC20
	48-60	MC20	MC20	MC20	MC20	MC20
	60-72	MC20	MC20	MC20	MC20	MC20
	72-84	MC20	MC20	MC20	MC20	MC20
	84-96	MC20	MC20	MC20	MC20	MC20
	96-108	MC20	MC20	MC20	MC20	MC20
	108-120	MC20	MC20	MC20	MC20	MC20

Location	Sample Depth, feet	Method of Sample Collection	Sample Type	Analysis Method	Unit	Remarks
GZA18 (L10)	0-12	MC20	MC20	MC20	MC20	MC20
	12-24	MC20	MC20	MC20	MC20	MC20
	24-36	MC20	MC20	MC20	MC20	MC20
	36-48	MC20	MC20	MC20	MC20	MC20
	48-60	MC20	MC20	MC20	MC20	MC20
	60-72	MC20	MC20	MC20	MC20	MC20
	72-84	MC20	MC20	MC20	MC20	MC20
	84-96	MC20	MC20	MC20	MC20	MC20
	96-108	MC20	MC20	MC20	MC20	MC20
	108-120	MC20	MC20	MC20	MC20	MC20

Location	Sample Depth, feet	Method of Sample Collection	Sample Type	Analysis Method	Unit	Remarks
GZA18 (L11)	0-12	MC20	MC20	MC20	MC20	MC20
	12-24	MC20	MC20	MC20	MC20	MC20
	24-36	MC20	MC20	MC20	MC20	MC20
	36-48	MC20	MC20	MC20	MC20	MC20
	48-60	MC20	MC20	MC20	MC20	MC20
	60-72	MC20	MC20	MC20	MC20	MC20
	72-84	MC20	MC20	MC20	MC20	MC20
	84-96	MC20	MC20	MC20	MC20	MC20
	96-108	MC20	MC20	MC20	MC20	MC20
	108-120	MC20	MC20	MC20	MC20	MC20

Location	Sample Depth, feet	Method of Sample Collection	Sample Type	Analysis Method	Unit	Remarks
GZA18 (L12)	0-12	MC20	MC20	MC20	MC20	MC20
GZA18 (L13)	0-12	MC20	MC20	MC20	MC20	MC20

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Prepared by: **GZA Geoenvironmental**
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Project Name: **ISRA Case #E20030062 and #E20040267**
 Deed Notice

Project No.: **41016131808**

Revision No.: **B1-3**

Released By: **Green Gp. WI**
 Date/Time Printed: **Aug 17, 2012 - 11:29am**

- NOTES:
1. ONLY DETECTED COMPOUNDS LISTED.
 2. THE NADP RESIDENTIAL DIRECT SOIL CLEANUP CRITERIA FOR ARSENIC IS 20 mg/kg.

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02201	GC/MS	Chlorobenzene	0.05	mg/kg	
22-13-2012	0-10	02202	GC/MS	Dichlorobenzene	0.05	mg/kg	
22-13-2012	0-10	02203	GC/MS	Trichlorobenzene	0.05	mg/kg	
22-13-2012	0-10	02204	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02205	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02206	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02207	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02208	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02209	GC/MS	1,1,2,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02210	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02211	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02212	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02213	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02214	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02215	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02216	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02217	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02218	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02219	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02220	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02221	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02222	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02223	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02224	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02225	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02226	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02227	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02228	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02229	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02230	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02231	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02232	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02233	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02234	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02235	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02236	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02237	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02238	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02239	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02240	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02241	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02242	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02243	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02244	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02245	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02246	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02247	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02248	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02249	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02250	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02251	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02252	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02253	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02254	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02255	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02256	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02257	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02258	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02259	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02260	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02261	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02262	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02263	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02264	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02265	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02266	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02267	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02268	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02269	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02270	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02271	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02272	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02273	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02274	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02275	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

PLEASE SPECIFICALLY STATE BY METHOD APPROVED, AND NUMBER OF THE STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) INVESTIGATION SHOWS ON THE DRAWING IS SUITABLE FOR USE IN CLASSIFICATION OF THE CLIENT'S REMEDIATION PROJECT FOR THE SPECIFIC PROJECT AND LOCATION DESCRIBED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSMITTED, REPRODUCED, COPIED, OR DERIVED IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF GZA. THE USER'S USE OF THIS DRAWING OR SUCH OTHER PARTS OF THIS DRAWING SHALL BE AT THE USER'S RISK AND WITHOUT ANY RISK OF LIABILITY TO GZA.

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02276	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02277	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02278	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02279	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02280	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02281	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02282	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02283	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02284	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02285	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02286	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02287	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02288	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02289	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02290	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02291	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02292	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02293	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02294	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02295	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02296	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02297	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02298	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02299	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02300	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02301	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02302	GC/MS	1,1,1,2,2-Pentachloroethane	0.05	mg/kg	
22-13-2012	0-10	02303	GC/MS	1,1,1,2,2,2-Hexachloroethane	0.05	mg/kg	

Location	Sample Depth, feet	Sample ID	Method	Parameter	Result	Unit	Notes
22-13-2012	0-10	02304	GC/MS	1,1-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02305	GC/MS	1,2-Dichloroethane	0.05	mg/kg	
22-13-2012	0-10	02306	GC/MS	1,1,1-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02307	GC/MS	1,1,2-Trichloroethane	0.05	mg/kg	
22-13-2012	0-10	02308	GC/MS	1,1,1,2-Tetrachloroethane	0.05	mg/kg	
22-13-2012	0-10	02309	GC/MS	1,1,1,2,2-Pentachloroethane	0.05		

LOCATION	NO. RDSCC	NO. RDSCC	REMARKS
ANALYSIS ID	mg/L	mg/L	LABORATORY
Location	NS	NS	6.35
REP-81-02	418	NS	1.1
Location	NS	NS	6.35
REP-81-03	100	NS	1.1
Location	NS	NS	6.35
REP-81-04	100	NS	1.1
Location	NS	NS	6.35
REP-81-05	100	NS	1.1
Location	NS	NS	6.35
REP-81-06	100	NS	1.1
Location	NS	NS	6.35
REP-81-07	100	NS	1.1
Location	NS	NS	6.35
REP-81-08	100	NS	1.1
Location	NS	NS	6.35
REP-81-09	100	NS	1.1
Location	NS	NS	6.35
REP-81-10	100	NS	1.1

LOCATION	NO. RDSCC	NO. RDSCC	REMARKS
ANALYSIS ID	mg/L	mg/L	LABORATORY
Location	NS	NS	6.35
REP-81-11	100	NS	1.1
Location	NS	NS	6.35
REP-81-12	100	NS	1.1
Location	NS	NS	6.35
REP-81-13	100	NS	1.1
Location	NS	NS	6.35
REP-81-14	100	NS	1.1
Location	NS	NS	6.35
REP-81-15	100	NS	1.1
Location	NS	NS	6.35
REP-81-16	100	NS	1.1
Location	NS	NS	6.35
REP-81-17	100	NS	1.1
Location	NS	NS	6.35
REP-81-18	100	NS	1.1
Location	NS	NS	6.35
REP-81-19	100	NS	1.1
Location	NS	NS	6.35
REP-81-20	100	NS	1.1

LOCATION	NO. RDSCC	NO. RDSCC	REMARKS
ANALYSIS ID	mg/L	mg/L	LABORATORY
Location	NS	NS	6.35
REP-81-21	100	NS	1.1
Location	NS	NS	6.35
REP-81-22	100	NS	1.1
Location	NS	NS	6.35
REP-81-23	100	NS	1.1
Location	NS	NS	6.35
REP-81-24	100	NS	1.1
Location	NS	NS	6.35
REP-81-25	100	NS	1.1
Location	NS	NS	6.35
REP-81-26	100	NS	1.1
Location	NS	NS	6.35
REP-81-27	100	NS	1.1
Location	NS	NS	6.35
REP-81-28	100	NS	1.1
Location	NS	NS	6.35
REP-81-29	100	NS	1.1
Location	NS	NS	6.35
REP-81-30	100	NS	1.1

LOCATION	NO. RDSCC	NO. RDSCC	REMARKS
ANALYSIS ID	mg/L	mg/L	LABORATORY
Location	NS	NS	6.35
REP-81-31	100	NS	1.1
Location	NS	NS	6.35
REP-81-32	100	NS	1.1
Location	NS	NS	6.35
REP-81-33	100	NS	1.1
Location	NS	NS	6.35
REP-81-34	100	NS	1.1
Location	NS	NS	6.35
REP-81-35	100	NS	1.1
Location	NS	NS	6.35
REP-81-36	100	NS	1.1
Location	NS	NS	6.35
REP-81-37	100	NS	1.1
Location	NS	NS	6.35
REP-81-38	100	NS	1.1
Location	NS	NS	6.35
REP-81-39	100	NS	1.1
Location	NS	NS	6.35
REP-81-40	100	NS	1.1

LOCATION	NO. RDSCC	NO. RDSCC	REMARKS
ANALYSIS ID	mg/L	mg/L	LABORATORY
Location	NS	NS	6.35
REP-81-41	100	NS	1.1
Location	NS	NS	6.35
REP-81-42	100	NS	1.1
Location	NS	NS	6.35
REP-81-43	100	NS	1.1
Location	NS	NS	6.35
REP-81-44	100	NS	1.1
Location	NS	NS	6.35
REP-81-45	100	NS	1.1
Location	NS	NS	6.35
REP-81-46	100	NS	1.1
Location	NS	NS	6.35
REP-81-47	100	NS	1.1
Location	NS	NS	6.35
REP-81-48	100	NS	1.1
Location	NS	NS	6.35
REP-81-49	100	NS	1.1
Location	NS	NS	6.35
REP-81-50	100	NS	1.1

LOCATION	NO. RDSCC	NO. RDSCC	REMARKS
ANALYSIS ID	mg/L	mg/L	LABORATORY
Location	NS	NS	6.35
REP-81-51	100	NS	1.1
Location	NS	NS	6.35
REP-81-52	100	NS	1.1
Location	NS	NS	6.35
REP-81-53	100	NS	1.1
Location	NS	NS	6.35
REP-81-54	100	NS	1.1
Location	NS	NS	6.35
REP-81-55	100	NS	1.1
Location	NS	NS	6.35
REP-81-56	100	NS	1.1
Location	NS	NS	6.35
REP-81-57	100	NS	1.1
Location	NS	NS	6.35
REP-81-58	100	NS	1.1
Location	NS	NS	6.35
REP-81-59	100	NS	1.1
Location	NS	NS	6.35
REP-81-60	100	NS	1.1

LOCATION	NO. RDSCC	NO. RDSCC	REMARKS
ANALYSIS ID	mg/L	mg/L	LABORATORY
Location	NS	NS	6.35
REP-81-61	100	NS	1.1
Location	NS	NS	6.35
REP-81-62	100	NS	1.1
Location	NS	NS	6.35
REP-81-63	100	NS	1.1
Location	NS	NS	6.35
REP-81-64	100	NS	1.1
Location	NS	NS	6.35
REP-81-65	100	NS	1.1
Location	NS	NS	6.35
REP-81-66	100	NS	1.1
Location	NS	NS	6.35
REP-81-67	100	NS	1.1
Location	NS	NS	6.35
REP-81-68	100	NS	1.1
Location	NS	NS	6.35
REP-81-69	100	NS	1.1
Location	NS	NS	6.35
REP-81-70	100	NS	1.1

LOCATION	NO. RDSCC	NO. RDSCC	REMARKS
ANALYSIS ID	mg/L	mg/L	LABORATORY
Location	NS	NS	6.35
REP-81-71	100	NS	1.1
Location	NS	NS	6.35
REP-81-72	100	NS	1.1
Location	NS	NS	6.35
REP-81-73	100	NS	1.1
Location	NS	NS	6.35
REP-81-74	100	NS	1.1
Location	NS	NS	6.35
REP-81-75	100	NS	1.1
Location	NS	NS	6.35
REP-81-76	100	NS	1.1
Location	NS	NS	6.35
REP-81-77	100	NS	1.1
Location	NS	NS	6.35
REP-81-78	100	NS	1.1
Location	NS	NS	6.35
REP-81-79	100	NS	1.1
Location	NS	NS	6.35
REP-81-80	100	NS	1.1

- NOTES:**
1. ONLY DETECTED COMPOUNDS LISTED.
 2. THE NJDEP RESIDENTIAL DIRECT SOIL CLEANUP CRITERIA FOR ARSENIC IS 20 mg/kg.
 3. NJ-RDSCC REPRESENTS NEW JERSEY RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA.
 4. NJ-IGSCC REPRESENTS NEW JERSEY IMPACT TO GROUNDWATER SOIL CLEANUP CRITERIA.
 5. SAMPLES MW7-D3, MW7-04, D-3, AND D4 ARE SIDEWALL SAMPLES TAKEN AT DEPTHS OF 7-9 FEET BELOW GROUND SURFACE.

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Project No: **EXHIBT-81.dwg**
 Drawn By: **ML**
 Checked By: **CSB**
 Date/Time Plotted: **Aug 17, 2012 - 11:30am**

1 PARK EDGEWATER
45 River Road
Edgewater, New Jersey

RAA #1
Blocks 97 and 98
ISRA Case #E20030062 and #E20040267

Project No: **41061318.08**
 CAAS: **B1-6**

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LOCATION	NO. DETECTED	NO. DETECTED LIBRITRAC	REP-81-G12
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REP-81-W12	1	1	1
REP-81-W13	1	1	1
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REP-81-W98	1	1	1
REP-81-W99	1	1	1
REP-81-W100	1	1	1

Location	Sample Depth, feet bsp	Laboratory Agency, Test depth
REP-81-W11	12.5	119
REP-81-W12	12.5	119
REP-81-W13	12.5	119
REP-81-W14	12.5	119
REP-81-W15	12.5	119
REP-81-W16	12.5	119
REP-81-W17	12.5	119
REP-81-W18	12.5	119
REP-81-W19	12.5	119
REP-81-W20	12.5	119
REP-81-W21	12.5	119
REP-81-W22	12.5	119
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REP-81-W26	12.5	119
REP-81-W27	12.5	119
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REP-81-W96	12.5	119
REP-81-W97	12.5	119
REP-81-W98	12.5	119
REP-81-W99	12.5	119
REP-81-W100	12.5	119

- NOTES:
1. ONLY DETECTED COMPOUNDS LISTED.
 2. THE NJDEP RESIDENTIAL DIRECT SOIL CLEANUP CRITERIA FOR ARSENIC IS 20 mg/kg.
 3. NJ-RDCSCC REPRESENTS NEW JERSEY RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA.
 4. NJ-IGSCC REPRESENTS NEW JERSEY IMPACT TO GROUNDWATER SOIL CLEANUP CRITERIA.
 5. SAMPLE G12 IS A SIDEWALL SAMPLE TAKEN AT A DEPTH OF 7-9 FEET BELOW GROUND SURFACE.
 6. SAMPLE G13 IS A BOTTOM SAMPLE TAKEN AT A DEPTH OF 8-10 FEET BELOW GROUND SURFACE.

Location	Sample Depth, feet bsp	Laboratory Agency, Test depth
REP-81-W11	12.5	119
REP-81-W12	12.5	119
REP-81-W13	12.5	119
REP-81-W14	12.5	119
REP-81-W15	12.5	119
REP-81-W16	12.5	119
REP-81-W17	12.5	119
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REP-81-W25	12.5	119
REP-81-W26	12.5	119
REP-81-W27	12.5	119
REP-81-W28	12.5	119
REP-81-W29	12.5	

Exhibit C

Institutional and Engineering Controls

The Site has contaminants above the residential direct contact soil cleanup criteria; therefore the entire 6.4-acre parcel will be discussed in this deed notice. Institutional and engineering controls are both in place to prevent contact with the contaminated areas on-Site and to safeguard the health of the public and the environment due to the presence of historic fill material, residual fuel oil contaminated soils, and soils with arsenic above direct contact soil remediation standards. Institutional controls include the zoning of the site and the recording of this Deed Notice. Engineering controls consist of building foundations, asphalt, concrete and vegetative caps and eliminating the potential for direct contact with contaminants.

The Site is currently being redeveloped for residential and retail commercial purposes. Prior to the start of constructing the residential retail buildings, areas were excavated to remove pitch impacting groundwater and arsenic in soils over 600 ppm. These areas are shown on Exhibit B-1. Areas that were excavated were backfilled with clean fill.

The majority of the Site, with the exception of the footprint of the proposed buildings, will be paved with an asphalt or concrete cap which will be used as parking lots and sidewalks as part of development. Various areas will also be capped with landscaping. These caps function as a barrier to keep the contaminated soil from spreading and resurfacing due to site activities or soil erosion.

All current and subsequent owners, operators, and lessees will be advised of the conditions on this Site and will be provided copies of the Deed Notice. Until the areas of contamination are remediated to the New Jersey unrestricted use standards, the institutional and engineering controls and restrictions shall remain in place.

Exhibit C-1: Deed Notice and Institutional Controls

Institutional controls are in place to limit potential exposure to the soils in the restricted area. The Site is currently zoned mixed use residential and retail commercial purposes. Placement of this Deed Notice constitutes an institutional control, as described below.

This Deed Notice acts as an institutional control by placing use restrictions at the Site. First, the restricted areas must not be disturbed in order to prevent human contact with soil. The existing engineering controls shall remain in place and shall be maintained as needed to prevent contact with the contaminated soil. If the restricted area is to be disturbed, necessary and appropriate health and safety measures must be used when working within the restricted areas. At a minimum measures must include notifying the NJDEP and monitoring for dust and volatile organic compounds. A Soil Management Plan will be established prior to any soil intrusive work at the Site. Following any work, the restricted areas must be completed with engineering controls providing equivalent

protection against direct contact as do the existing controls, or remediated to unrestricted use levels.

Exhibit C-2: Engineering Controls – Pavement Capped Areas

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course.

Exhibit C-3: Engineering Controls – Concrete Capped Areas

The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of ¾-inch clean crushed stone and 4-inches class B concrete.

Exhibit C-4: Engineering Controls –Paver Area

The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Exhibit C-5: Engineering Controls –Building Capped Area

The buildings will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

Exhibit C-6: Engineering Controls – Landscape Capped Areas

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.

A diagram of the engineering controls is included as **Exhibit C-2 and C-6**.

Monitoring and Inspection

At a minimum, the responsible party will monitor the engineering controls, including the Deed Notice, Fenced Areas and Capped Areas, (in the spring and in the fall) of the entire Site. During the site inspection, the integrity of the caps over the restricted use areas will be evaluated. Impermeable capped areas including the building foundation, sidewalks and asphalt will be examined for cracking, damage, loss and wear. Vegetative capped areas will be routinely evaluated for erosion and stressed vegetation. The responsible party will maintain a regular schedule for mowing and maintaining vegetative growth and reseeding/replanting on an as needed basis.

The results of each inspection and any maintenance of or disturbances to the engineering controls shall be documented either in a logbook retained on-Site and shall include dates of the inspection, name of the inspector, results of the inspection and condition of the engineering controls. If it is not possible to visually evaluate the integrity/performance of the engineering controls, sampling may be necessary. Documentation shall be maintained on-Site and made available to NJDEP on request.

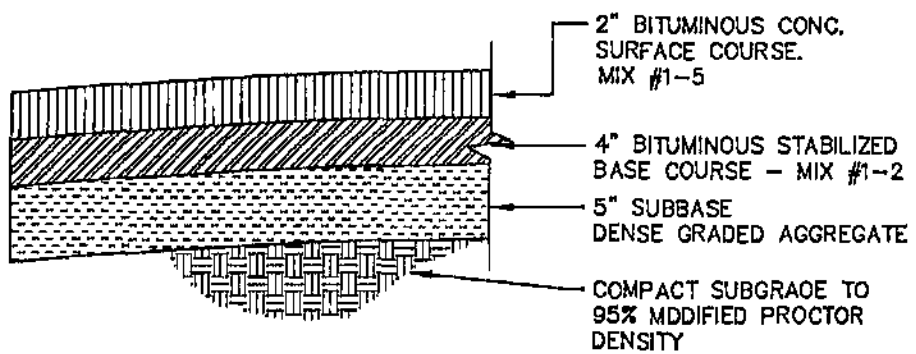
If any new standards, regulations or laws applying to the Site necessitate additional sampling at the Site in order to evaluate the protectiveness of the remedial action a sampling plan will be established with a health and safety plan.

Maintenance

Maintenance will be conducted as necessary to maintain the integrity of the caps and fencing. Following the required inspections, as detailed above, the caps over the restricted use areas will be maintained, and any unacceptable cracks, damage, or missing pavement will be repaired or replaced. Fencing will be repaired, after inspection, as necessary to ensure unauthorized site access.


Reporting

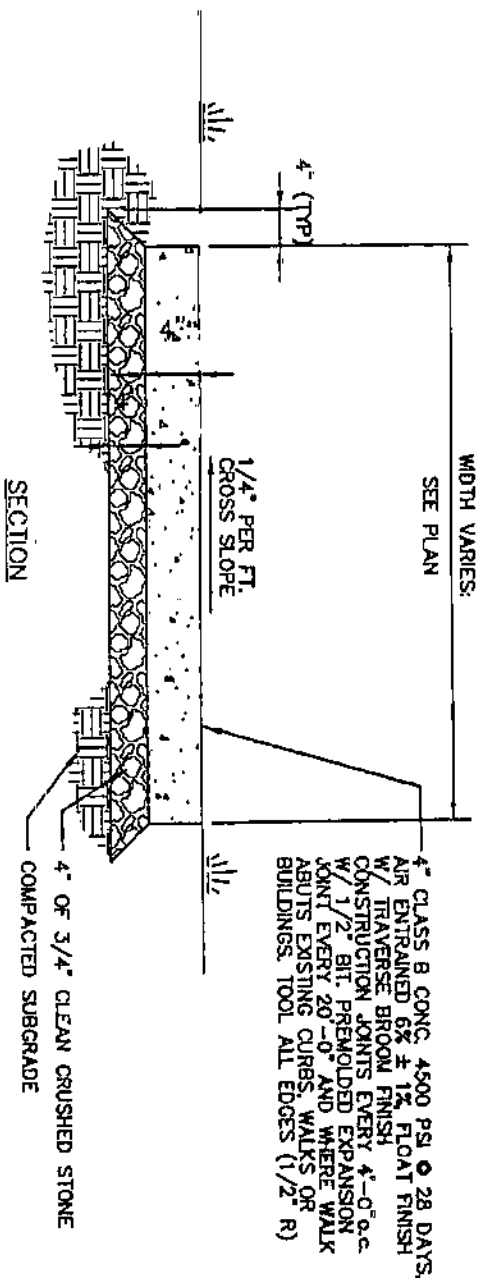
Pursuant to N.J.S.A. 58:10B-13.1, the responsible party shall submit to the NJDEP, a certification of the continued protectiveness of the institutional and engineering controls, on a biennial schedule. The biennial certification shall document the specific monitoring and maintenance activities conducted to maintain the engineering controls; that the current land use at the Property is consistent with the restrictions in the Deed Notice; and that the institutional and engineering controls at the Property continue to be protective of the public health and safety and of the environment.



PAVEMENT DETAIL
NOT TO SCALE

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Prepared By:  GZA <i>GeoEnvironmental of New York Engineers and Scientists</i> (212) 584-8140 104 West 29th Street, 10th Floor (212) 278-8180 New York, New York 10001 File Name: exhibit C-2.dwg Project Mgr: DW Reviewed By: CEO Designed By: PM Drawn By: MT Revision: N/A Date/Time Revised: Rev. Aug 17, 2012-11:34am	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
	Pavement Details Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267	Project No. 41.0161318.08
	Deed Notice	Exhibit C-2




WIDTH VARIES:
SEE PLAN

SECTION

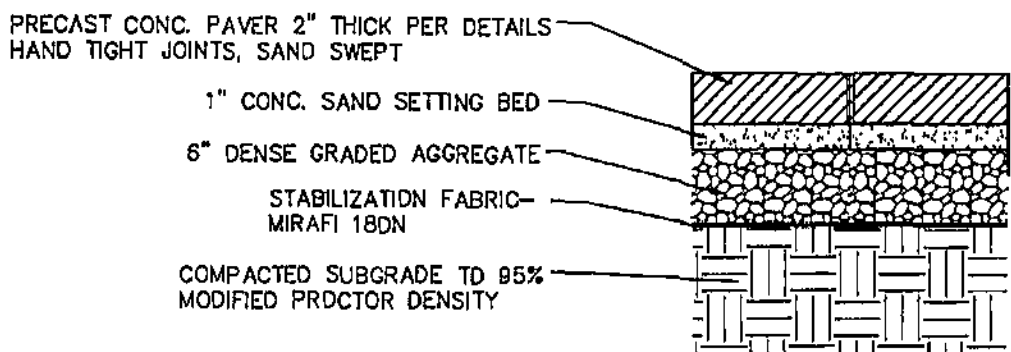
CONCRETE SIDEWALK

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Prepared By:  GZA Geotechnical of New York Engineers and Scientists (212) 591-8100 104 Sun 290 Street, 10th Floor (212) 278-8180 New York, New York 10001	1 PARK EDGEWATER 46 RIVER ROAD Edgewater, New Jersey	Project No. 410161318108
Project Mgr: DM Designer: JG Checker: JG Date/Time Released: Aug 17, 2012-11:35am	Prepared By: GAO Drawn By: JG Date/Time Released: Aug 17, 2012-11:35am	Project No. 410161318108
Project Name: EDWATER C-3.dwg	Concrete Sidewalk Details Blocks 97 and 98 ISRA Case #E200300062 and #E20040267 Deed Notice	Project No. 410161318108
Project Name: EDWATER C-3.dwg	Deed Notice	Project No. 410161318108
Project Name: EDWATER C-3.dwg	Deed Notice	Project No. 410161318108
Project Name: EDWATER C-3.dwg	Deed Notice	Project No. 410161318108

© 2011 - GZA GeoEnvironmental, Inc. GZA-J:\161300\1\1.0161318.00\Figures\CAD\ DRAFT DEED NOTICE - RAA-1\exhibit C-4.dwg [C-4] August 17, 2012 - 11:35am miguel.torres

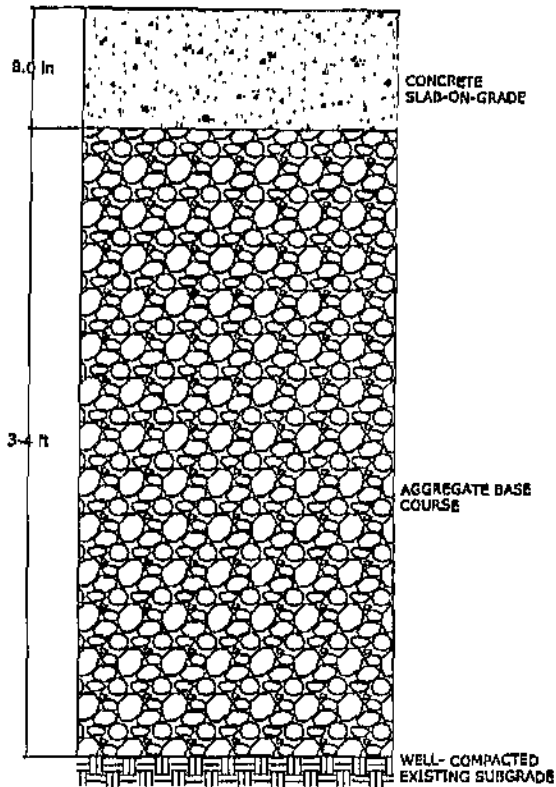


30"x30" PAVER DETAIL
 NOT TO SCALE

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Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 594-8140 104 West 29th Street, 10th Floor (212) 278-8160 New York, New York 10001	I. PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
File Name: exhibit C-4.dwg	30" X 30" Paver Detail Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267	Project No. 410161318.08
Project Mgr: DW Designed By: PSL Reviewed By: CEO Drawn By: MI	Deed Notice	Exhibit C-4
Revision No.: Rev.	Date/Time Reviewed: Aug 17, 2012-11:35am	

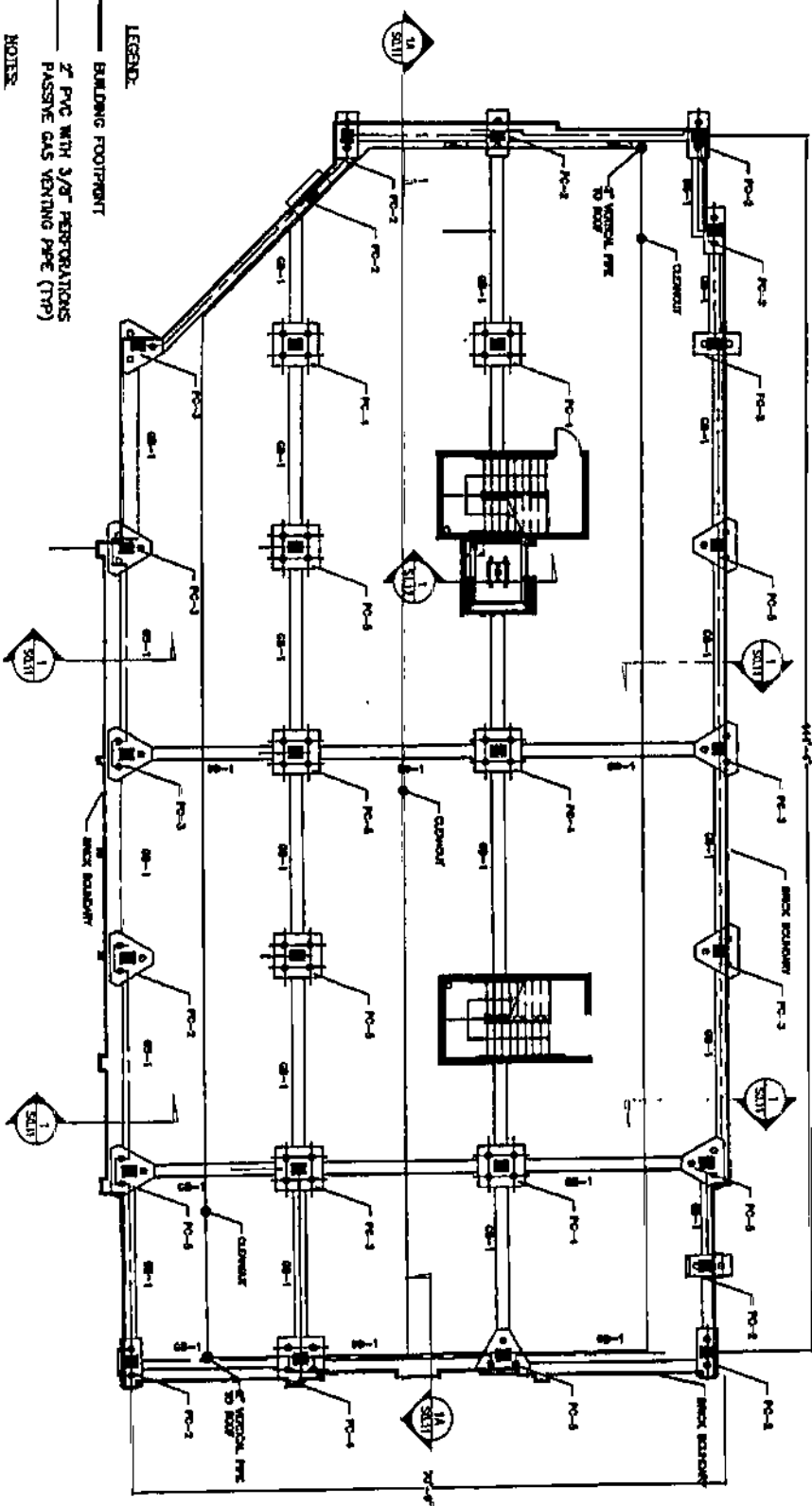
© 2011 - GZA GeoEnvironmental, Inc. GZA-F:\161300\410161318.00\Figures\CAD\Draft Deed Notice - RAA-1\exhibit C-5-1.dwg [C-5-1] August 17, 2012 -- 11:35am miguel.lorras



CONCRETE BUILDING CAP SECTION

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Prepared By  GZA GeoEnvironmental of New York Engineers and Scientists 104 West 29th Street, 10th Floor New York, New York 10001 (212) 504-8140 (212) 279-8180	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	
	Concrete Building Cap Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267	
File Name exhibit C-5-1.dwg	Deed Notice	CDRN C-5-1
Project Mgr: DW Designed By: PM Reviewer By: CEO Drawn By: MT	Date/Time Revised: Aug 17, 2012--11:35am	



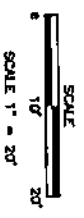
- LEGEND:**
- BUILDING FOOTPRINT
 - 2" PVC WITH 3/8" PERFORATIONS
 - PASSIVE GAS VENTING PIPE (TPP)
- NOTES:**
1. DATUM FOR ALL ELEVATIONS GIVEN BASED ON MAIN BUILDING FLOOR SLAB SHALL BE USGS ELEVATION B.30' = 0.0'
 2. FOR FILE CAP AND GRADE BEAM DETAILS SEE SH S-0.11

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOSCIENTIFIC, INC. (GZA). THE INFORMATION SHOWN ON THIS DRAWING IS SOLELY FOR USE BY GZA'S CLIENT ON THE CLIENT'S PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE REPRODUCED, REUSED, COPIED, OR MOVED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF GZA. GZA'S LIABILITY SHALL BE LIMITED TO THE SCOPE OF THE SERVICES PROVIDED BY GZA.

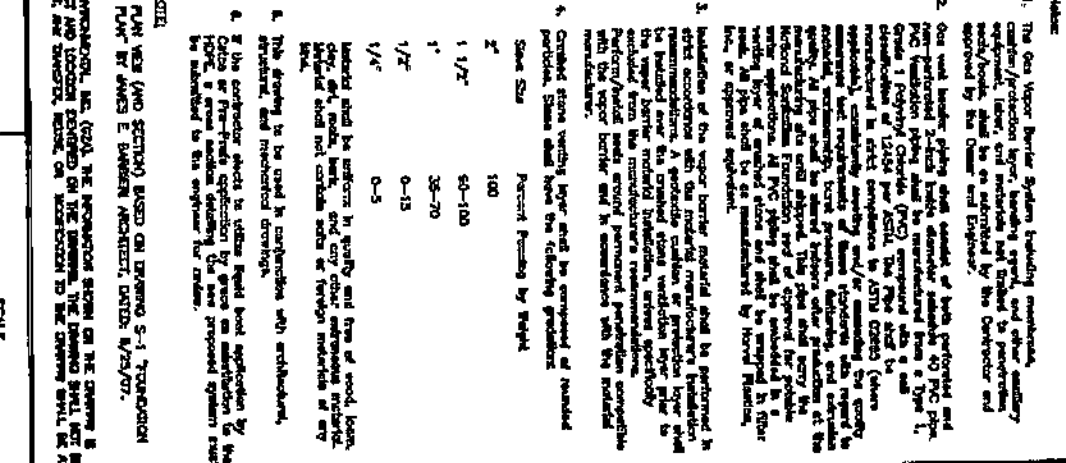
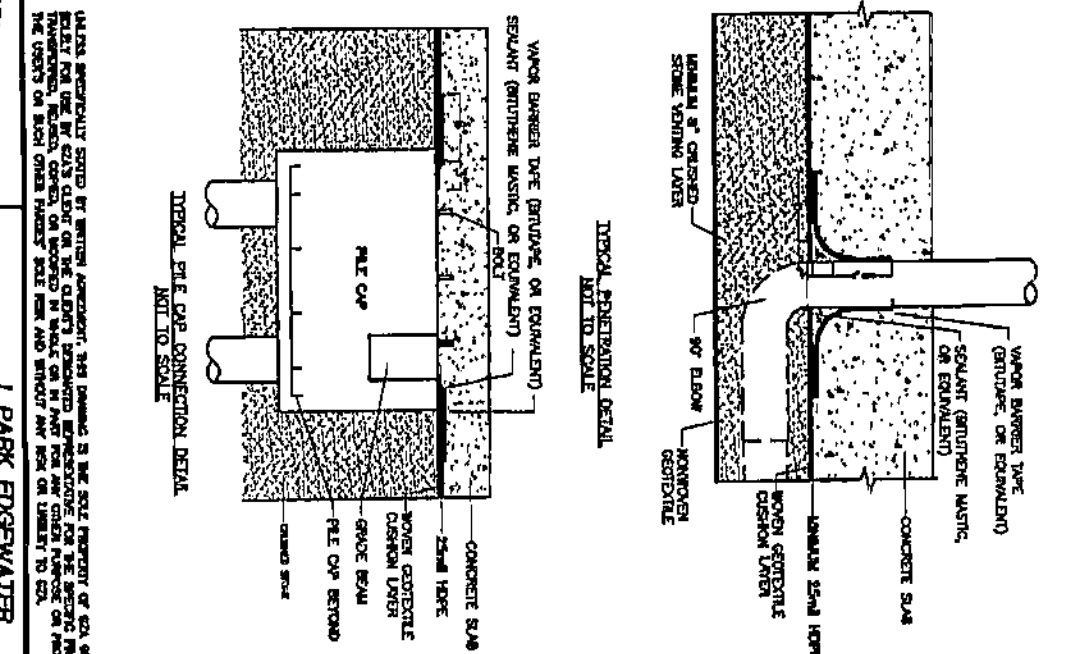
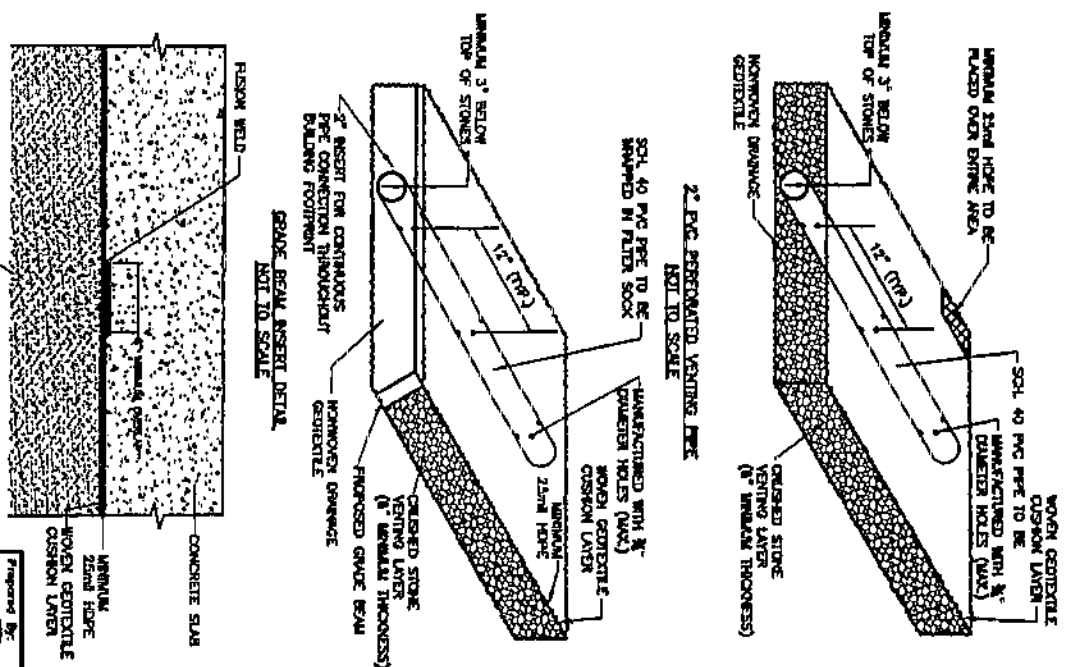
Prepared By: **GZA**
 Geoscientific
 45 River Road
 Edgewater, New Jersey 07621
 (201) 261-1100
 Fax: (201) 261-1100

Project Name: **CONCRETE C-5-2-A-Adlers**
 Project Site: **45 River Road**
 Designed By: **MD**
 Checked By: **MD**
 Date/Time Issued: **Aug 17, 2012-11:37am**

1 PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey
Gas Vapor Barrier and Ventilation System
Blocks 97 and 98
ISHA CASE #E20030062 and #E20040267
Deed Notice



Project No. **410161318.08**
 Figure No. **C-5-2A**



Notes:

- The Gas Vapor Barrier System including membrane, cushion/protection layer, bonding agent, and other auxiliary equipment, labor, and materials not listed in performing such work, shall be as submitted by the Contractor and approved by the Owner and Engineer.
- Gas vent header piping shall consist of both perforated and non-perforated 2-inch inside diameter schedule 40 PVC pipe. PVC ventilation piping shall be manufactured from a Type I Grade 1 Polyvinyl Chloride (PVC) compound with a wall thickness of 12.654 per ASTM. The pipe shall be manufactured in strict compliance to ASTM D2689 (4000 series), consistently averaging and/or exceeding the average wall thickness of 12.654 per ASTM. The pipe shall be tested to meet the requirements of ASTM D2689 (4000 series) and shall be tested to meet the requirements of ASTM D2689 (4000 series) and shall be tested to meet the requirements of ASTM D2689 (4000 series).
- Installation of the vapor barrier material shall be performed in strict accordance with the manufacturer's installation recommendations. A granular cushion or protection layer shall be installed over the crushed stone ventilation layer prior to the vapor barrier material installation, unless specifically excluded from the manufacturer's recommendations. Crushed stone/paved areas around perimeter penetrations shall be installed with the vapor barrier and in accordance with the material manufacturer's.
- Crushed stone venting layer shall be composed of rounded particles. Slabs shall have the following gradation:

Grain Size	Percent Passing by Weight
2"	100
1 1/2"	60-100
1"	35-70
1/2"	0-15
1/4"	0-5

 Material shall be uniform in quality and free of wood, iron, dirt and other debris. The bulk unit cost estimate material provided shall not include such or foreign materials of any kind.
- The drawing to be used in conjunction with submittals, structural, and mechanical drawings.
- If the contractor elects to utilize liquid bond application for the GVA or Fire-Proof application by grout or substitution in the GVA, a grout analysis detailing the use proposed system shall be submitted to the engineer for review.

NOTE:
PLAN VIEW (AND SECTION) BASED ON DRAWING S-1 TYPIFICATION PLAN BY JAMES E. BARBER, ARCHITECT, DATED 8/23/07.

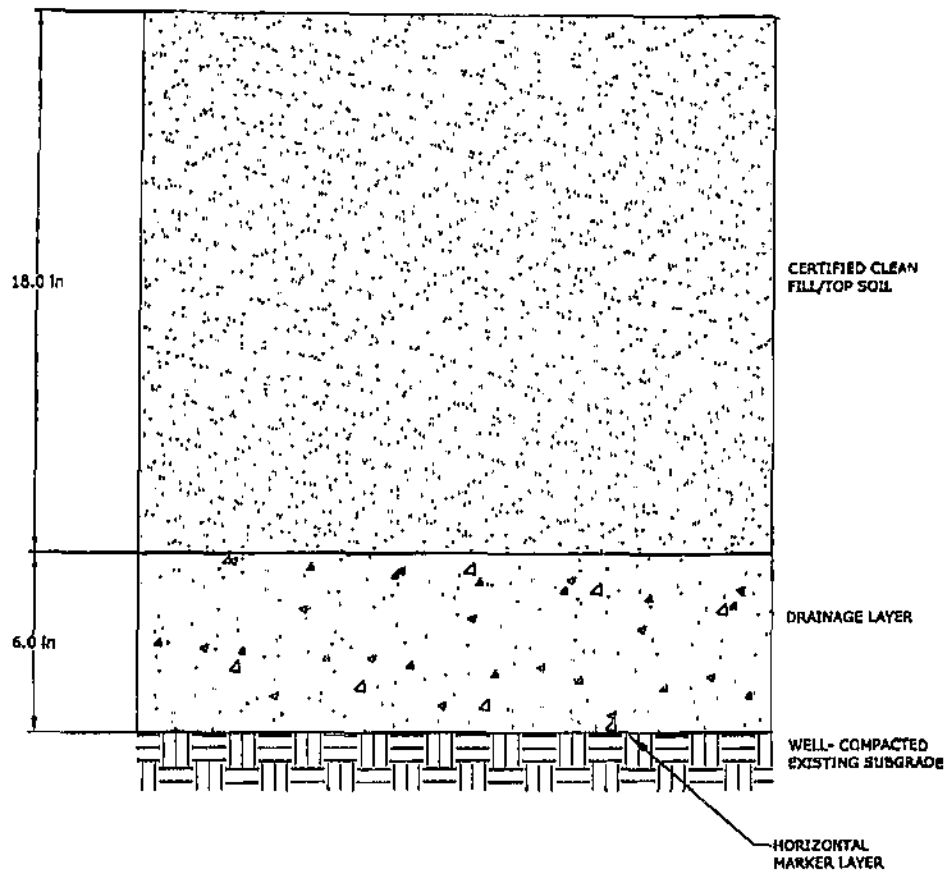
Project No. 4106181318.08
 Project Name: Gas Vapor Barrier and Ventilation System
 Project Location: Edgewater, New Jersey
 Project Date: August 17, 2012

Scale: 1" = 20'
 Figure No. C-5-2B

1 PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey
 Gas Vapor Barrier and Ventilation System
 ISRA CASE #E20030062 and #E20040267
 Deed Notice

Project No. 4106181318.08
 Figure No. C-5-2B

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TYPICAL SOIL CAP SECTION

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR MODIFIED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTIES' SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.


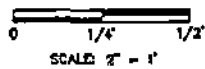
Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 584-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001	1 PARK EDGEWATER 45 River Road Edgewater, New Jersey			
	Typical Soil Cap Blocks 97 and 98 ISRA Case #E20030062 and #E20040267			Project No. 41.0161318.08
	File Name: exhibit C-6.dwg		Deed Notice	
	Project Mgr: DW Designed By: PM Revision: Rev.	Reviewed By: CEO Drawn By: MT Date/Time Revise: Aug 17, 2012-11:38 am	Exhibit C-6	

Exhibit D

As-Built Conditions Engineering Controls

The entire Site contains contaminants above the New Jersey State Department of Environmental Protection's (NJDEP) residential direct-contact soil cleanup criteria and the NJDEP's residential soil remediation standards where applicable. Areas with arsenic were excavated to a remediation level agreed upon by the NJDEP of 600 ppm. Soft pitch was also excavated from areas around the soil borings GZA-1A and GZA-2. Areas that were excavated were filled with 1/4-inch gravel. Impermeable caps and a vegetative cap will completely cover the Site.

Capped Areas

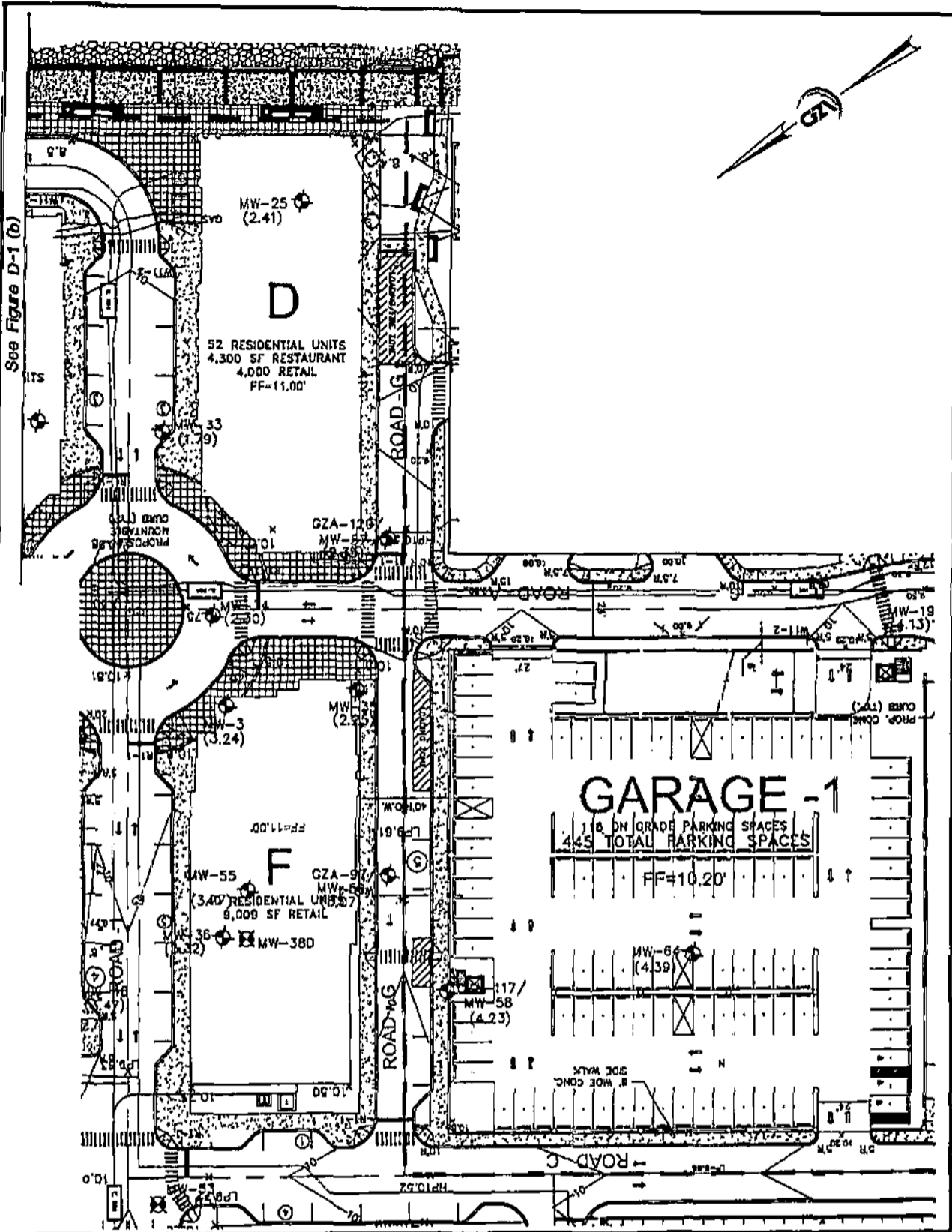
The entire Site will be covered with pavement, concrete sidewalks, pavers, landscaping and/or the Buildings B, C-1, D and F and Garage-1, as shown on Exhibit D-1.

The buildings will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course. The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of 3/4-inch clean crushed stone and 4-inches class B concrete. The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.

Z:\J:\161300\5\41.0161318.00\Figures\CAD\DEED NOTICE RAA-1 7-2011\EXHIBIT-D-1.dwg [RAA-1 D-1 (a)] August 17, 2012 - 11:40am miqueltores
 LESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOTECHNICAL, INC. (GZA). THE INFORMATION SHOWN ON THIS DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR
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Prepared By: **GZA**
 GZA Geotechnical
 of New York
 Engineers and Scientists
 (212) 594-8140 104 West 28th Street, 10th Floor
 (212) 279-8180 New York, New York 10001

File Name: EXHIBIT-D-1.dwg

Project Mgr: DW
 Designed By: PM
 Revision No.:
 Date/Time Revised: Aug 17, 2012-11:40am

Reviewed By: CEO
 Drawn By: MT

1. PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

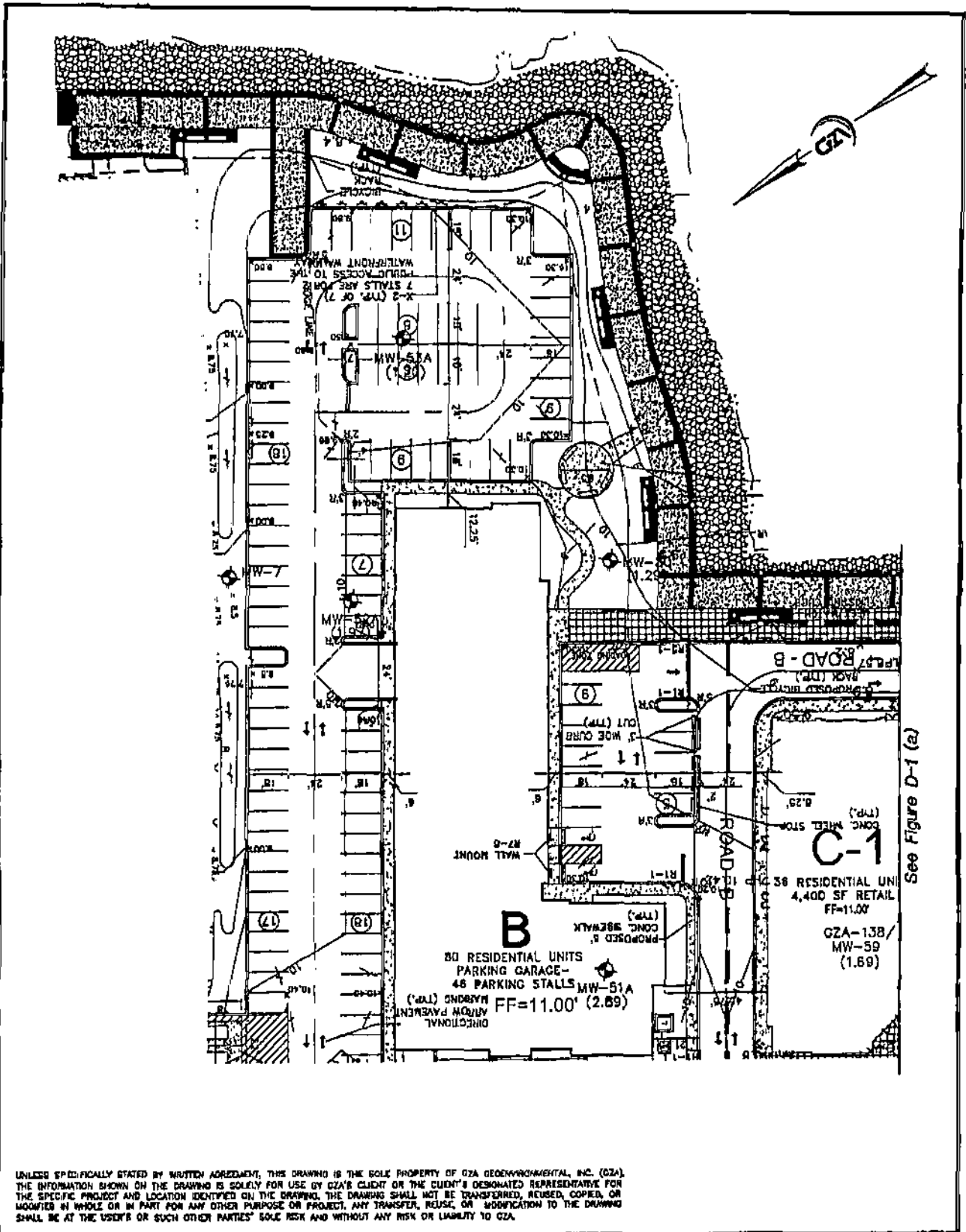
Proposed Site Redevelopment
Blocks 97 and 98
ISRA CASE #E20030062 and #E20040267


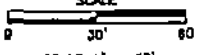
Deed Notice

SCALE
 30' 60'
 SCALE 1" = 60'

Project No. **41.0161318.0B**

Exhibit No. **D-1 (a)**



Prepared By  GZA GeoEnvironmental of New York Engineers and Scientists (212) 508-8140 104 West 28th Street, 10th Floor (212) 278-8180 New York, New York 10001	I. PARK EDGEWATER 45 River Road Edgewater, New Jersey	SCALE  SCALE 1" = 60'
File Name: EXHIBIT-D-1.dwg	Proposed Site Redevelopment Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267	Project No. 41016131B.08
Project Mgr: DW Reviewed By: GEO Designed By: PM Drawn By: MT Revision No.: Date/Time Revised: Aug 17, 2012-11:41am	Deed Notice	Exhibit No. D-1 (b)

2.
26-303
RD

ARC Properties Inc.
1401-13road ST.
Clifton NJ 07013

DEED NOTICE

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: Mark Fisher
[Signature]
Mark Fisher
[Print name below signature]

13-098015 Deed
V Bk: 01510 Pg: 0731-0756 Rec. Fee \$303.00
John S. Hogan, Bergen County Clerk
Recorded 09/09/2013 03:49:08 PM

Recorded by: _____
[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the 21st day of August 2013, by i.Park Edgewater, LLC (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. Edgewater Hudson, LLC of 1401 Broad Street, Clifton, New Jersey, 07013 is the owner in fee simple of certain real property designated as Block 99, Lot 1.08, on the tax map of the Borough of Edgewater of Bergen County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID 015891) and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. REMEDIATION.

i. David L. Thompson, LSRP license #591570, has approved this Deed Notice as an institutional control for the Property, which is part of the remediation of the Property.

ii. N.J.A.C. 7:26C-7 requires the Owner, among other persons, to obtain a soil remedial action permit for the soil remedial action at the Property. That permit will contain the monitoring, maintenance and biennial certification requirements that apply to the Property.

3. SOIL CONTAMINATION. i.Park Edgewater, LLC has remediated contaminated soil at the Property, and the New Jersey Department of Environmental Protection approved remedial action on the 10th day of May, 2010, such that soil contamination remains in certain areas of the Property that contains contaminants in concentrations that do not allow for the unrestricted use of

the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B; which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. **CONSIDERATION.** In accordance with the remedial action for the site which included the Property, and in consideration of the terms and conditions of that remedial action, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of the Property; to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. **RESTRICTED AREAS.** Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental officials.

5B. **RESTRICTED LAND USES.** The following statutory land use restrictions apply to the Restricted Areas:

i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department's prior written approval, unless a presumptive remedy is implemented; and

ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility without the Department's prior written approval.

5C. **ENGINEERING CONTROLS.** Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls is provided in Exhibit C.]

6A. **CHANGE IN OWNERSHIP AND REZONING.**

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing

contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notices required by any law, regulation, or order of any governmental authority.

ii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection on a form provided by the Department and available at www.nj.gov/dep/forms within thirty (30) calendar days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iii. The Owner and the subsequent owners shall provide written notice to the Department on a form available from the Department at www.nj.gov/dep/forms, within thirty (30) calendar days after the owner's petition for or filing of any document initiating a rezoning of the Property to residential.

6B. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

7A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. The Owner and all subsequent owners and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

ii. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining a soil remedial action permit modification pursuant to N.J.A.C. 7:26C-7. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration.

iii. Notwithstanding subparagraph 7Aii, above, a soil remedial action permit modification is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that human exposure to contamination in excess of the remediation standards does not occur; and

(E) Describes, in the next biennial certification the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance.

7B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, or immediate environmental concern, see N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Hires a Licensed Site Remediation Professional (unless the Restricted Area includes an unregulated heating oil tank) to respond to the emergency;

iii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iv. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

v. Notifies the Department of Environmental Protection when the emergency or immediate environmental concern has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337; and

vi. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides notification to the Department of Environmental Protection within sixty (60) calendar days after completion of the restoration of the engineering control, including: (a) the nature and likely cause of the emergency; (b) the potential discharges of or exposures to contaminants, if any, that may have occurred; (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (d) the measures completed or implemented to restore the engineering control; and (e) the changes to the engineering control or site operation and maintenance plan to prevent recurrence of such conditions in the future.

8. TERMINATION OF DEED NOTICE.

i. This Deed Notice may be terminated only upon filing of a Termination of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the office of the County Clerk of Bergen County, New Jersey, expressly terminating this Deed Notice.

ii. Within thirty (30) calendar days after the filing of a Termination of Deed Notice, the owner of the property shall apply to the Department for termination of the soil remedial action permit pursuant to N.J.A.C. 7:26C-7.

9. ACCESS. The Owner, and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessees and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description - A tax map of lots and blocks as well as metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

12B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, (and, if any) ground water monitoring wells, extent of the ground water classification exception area, pumping and treatment systems that may be required as part of a ground water engineering control in addition to the deed notice

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes either (A) or (B) through (F):

(A) Only for historic fill extending over the entire site or a portion of the site and for which analytical data are limited or do not exist, a narrative that states that historic fill is present at the site, a description of the fill material (e.g., ash, cinders, brick, dredge material), and a statement that such material may include, but is not limited to, contaminants such as PAHs and metals;

(B) Sample location designation from Restricted Area map (Exhibit B-1);

(C) Sample elevation based upon mean sea level;

(D) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(E) The restricted and unrestricted use standards for each contaminant in the table; and

(F) The remaining concentration of each contaminant at each sample location at each elevation.

12C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) Description and estimated size of the Restricted Areas as described above;

(B) Description of the restrictions on the Property by operation of this Deed Notice; and

(C) The objective of the restrictions.

ii. Exhibit C-2: Asphalt Capped Areas: Exhibit C-2 includes a narrative description of asphalt capped areas as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

iii. Exhibit C-3: Concrete Capped Areas: Exhibit C-2 includes a narrative description of concrete capped areas as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

iv. Exhibit C-4: Building Capped Areas: Exhibit C-2 includes a narrative description of building capped areas as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

v. Exhibit C-5: Landscaped Capped Areas: Exhibit C-2 includes a narrative description of landscaped capped areas as follows:

13. INTENTIONALLY OMITTED.

14. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST:

EDGEWATER HUDSON, LLC,
a New Jersey limited liability company



Margarite Papamarkos

By 
Marc A. Perel, Manager

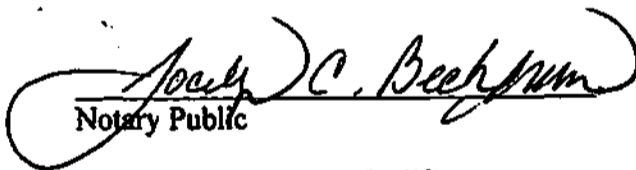
STATE OF NEW JERSEY SS.:
COUNTY OF PASSAIC

I certify that on August 29, 2013, Marc A. Perel personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Manager of Edgewater Hudson, LLC, the limited liability company named in this document;
- (b) Margarite Papamarkos is the attesting witness to the signing of this document by the proper corporate officer who is the Manager of the limited liability company;
- (c) this document was signed and delivered by the limited liability company as its voluntary act and was duly authorized;
- (d) this person signed this proof to attest to the truth of these facts.


Margarite Papamarkos

Signed and sworn before me on August 29, 2013


Notary Public

JOCYLYN C. BECKMANN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 12, 2018

EXHIBIT A

Site Description

Site Vicinity

The property is designated as Block 99 Proposed Lot 1.08 in the Borough of Edgewater, Bergen County, New Jersey (hereinafter "Site"). A site vicinity map locating the Property is attached as Exhibit A-1. The vicinity around the Site is developed primarily with commercial and residential properties.

Property Description

The Site has the address 65 River Road, Edgewater, New Jersey 07020. A metes and bounds plan of the property is provided as Exhibit A-2.

The Site consists of all that certain tract, parcel and lot of land lying and being situated in the Borough of Edgewater, County of Bergen, State of New Jersey, being more particularly described as follows:

BEGINNING at the southwesterly corner of Lot 1.04, Block 99 as laid out on a certain map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5", prepared by Paulus Sokolowski and Sartor, LLC on December 12, 2007, last revised on September 4, 2008 and running thence

Along the northerly right-of-way line of Road I the following six (6) courses:

1. North 59 degrees 59 minutes 03 seconds West a distance of 146.13 feet to a point of curvature, thence
2. Along a curve to the right, having a radius of 25.00 feet, an arc length of 18.82, and whose chord bears North 38 degrees 45 minutes 40 seconds West a chord distance of 18.10 feet to a point of tangency, thence
3. North 17 degrees 32 minutes 17 seconds West a distance of 25.34 feet to a point of curvature, thence
4. Along a curve to the left, having a radius of 25.00 feet, an arc length of 19.39, and whose chord bears North 39 degrees 45 minutes 19 seconds West a chord distance of 18.91 feet to a point of tangency, thence
5. North 61 degrees 58 minutes 21 seconds West a distance of 38.18 feet to a point of curvature, thence
6. Along a curve to the right, having a radius of 25.00 feet, an arc length of 7.83, and whose chord bears North 52 degrees 59 minutes 51 seconds West a chord distance of 7.80 feet to a point of cusp, thence

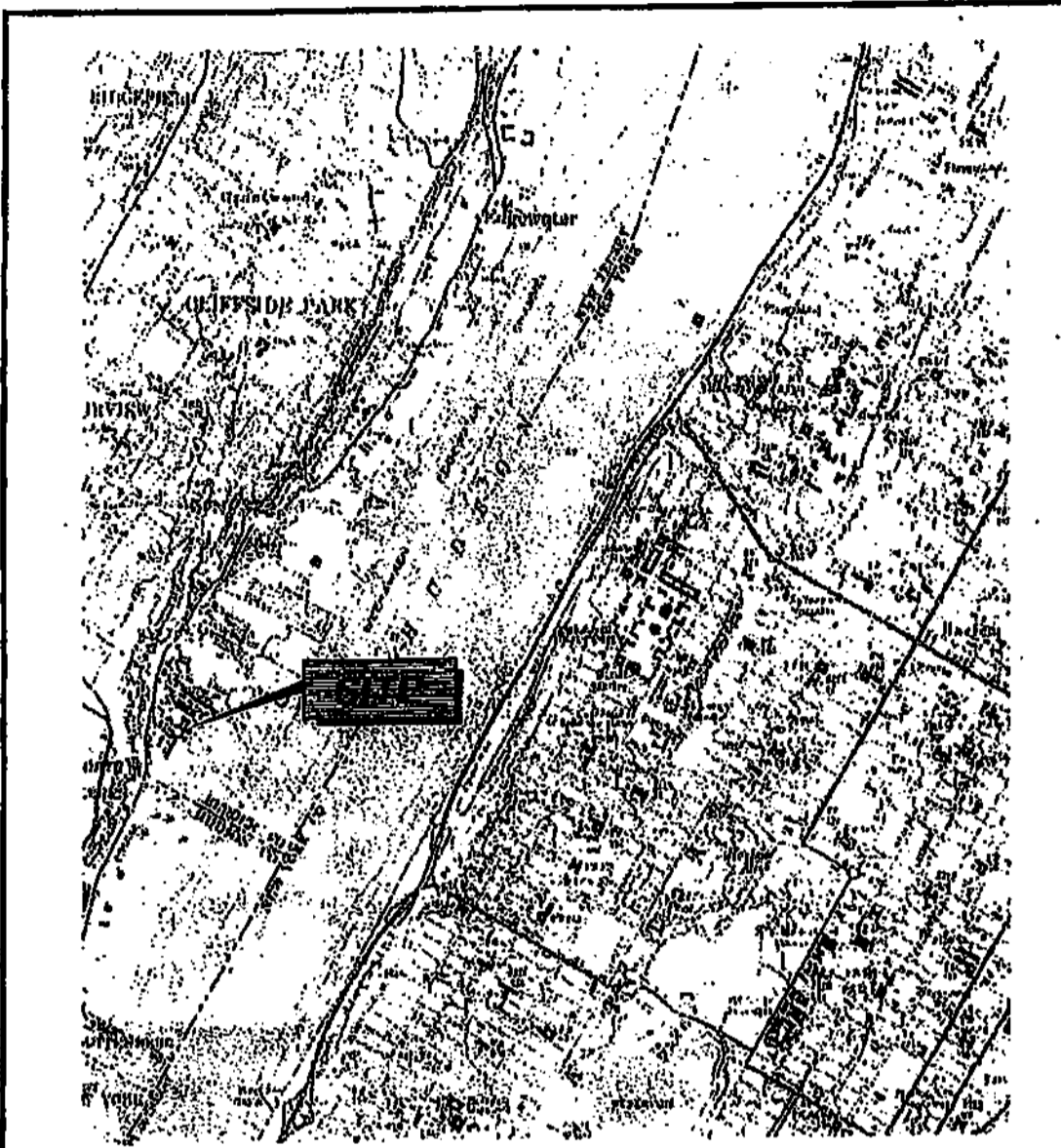
Along Lot 1.17, Block 99 the following three (3) courses:

7. North 34 degrees 26 minutes 26 seconds East a distance of 212.10 feet to a point, thence
8. South 55 degrees 39 minutes 38 seconds East a distance of 35.03 feet to a point, thence
9. South 34 degrees 26 minutes 26 seconds West a distance of 56.98 feet to a point, thence
10. Along the southerly lines of Lots 1.17 and 1.12, Block 99, South 59 degrees 59 minutes 03 seconds East a distance of 35.41 feet to a point, thence

Along Lot 1.12, Block 99 the following three (3) courses:

11. North 30 degrees 00 minutes 57 seconds East a distance of 12.56 feet to a point, thence
12. South 59 degrees 59 minutes 03 seconds East a distance of 107.61 feet to a point, thence
13. South 30 degrees 00 minutes 57 seconds West a distance of 5.00 feet to a point, thence
14. Along a southerly line of Lots 1.12 and 1.13, Block 99, South 59 degrees 59 minutes 03 seconds East a distance of 55.43 feet to a point, thence
15. Along a westerly line of Lot 1.13, the westerly terminus of Road J and the westerly line of Lot 1.04, Block 99, South 30 degrees 00 minutes 57 seconds West a distance of 189.33 feet to the point and place of BEGINNING

Containing a calculated area of 45,347 square feet or 1.041 acres.



ACKNOWLEDGEMENT
 FIGURE BASED ON U.S. GEOLOGICAL SURVEY, CENTRAL PARK
 QUADRANGLE (7.5 MINUTE SERIES TOPOGRAPHIC MAP),
 DATED 1968, PHOTOREVISED 1979



Prepared By: GZA Environmental 20 West 25th Street, 10th Floor New York, NY 10011 Tel: 212-512-2000 Fax: 212-512-2100 The Name: Client: A-Lobby Project No.: 410181918.04 Drawn By: AS Checked By: JZ Date: 07/04/2010 2:11:05pm	L PARK EDGEWATER 46 River Road Edgewater, New Jersey	SCALE 0 1000 2000
	Site Location Plan Block 99 Lot 1.08 ISRA Case #E20030062 and #E20040287.	Project No. 410181918.04
	CVS Pharmacy Dead Notice	Sheet No. A-1

EXHIBIT B

Description of Affected Areas

Current Site Conditions

The Site is approximately 1.04 acre parcel located on Block 99, Lot 1 (proposed Lot 1.08). The Site is currently being developed with an approximately 11,800 ft² building containing CVS Pharmacy, along with associated paved driveways, parking lots and landscaped areas. Surface cover of the site will consist of asphalt pavement, concrete sidewalks, various landscaped area and the building.

Proposed Site conditions are depicted on Exhibit A-3.

Restricted Use Area Descriptions

The entire Site will be a restricted use area. The Site has a building for a CVS Pharmacy. West of the building there will be landscaped and paved areas. North, south and east of the building there will be landscaped areas.

Remaining Contamination

Soil sample locations are shown on Exhibit B-1 and are keyed to tables in Exhibit B-2, which summarizes the analytical results of soil samples and lists compounds that exceed the New Jersey Department of Environmental Protection's Soil Cleanup Criteria (NJDEP NRDOSCC or IGWSSC).

Exhibit B-2
Analytical Results Summary
LPack, 46 River Rd, Edgewater, NJ

Sample ID	NI Res. Direct Contam	NI Non-Res. Direct Contam	NI Inpart to Ground Water Soil Cleanup Criteria	LD-14 AHS144 2/7/2000 4.3-4.3	LD-15 AHS145 2/7/2000 4.3-4.3	LD-16 AHS146 2/7/2000 4.3-4.3	LD-17 AHS147 2/7/2000 4.3-4.3	LD-18 AHS148 2/7/2000 4.3-4.3	LD-19 AHS149 2/7/2000 4.3-4.3
Method	NI Res. Direct Contam	NI Non-Res. Direct Contam	NI Inpart to Ground Water Soil Cleanup Criteria	LD-14 AHS144 2/7/2000 4.3-4.3	LD-15 AHS145 2/7/2000 4.3-4.3	LD-16 AHS146 2/7/2000 4.3-4.3	LD-17 AHS147 2/7/2000 4.3-4.3	LD-18 AHS148 2/7/2000 4.3-4.3	LD-19 AHS149 2/7/2000 4.3-4.3
Depth (ft)	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
VOLATILE ORGANIC COMPOUNDS (VOCs)									
Chloroform	1080	1021	10	1.7	U	2.1	U	1.1	U
Bromoform	6585	1026	100	2.2	U	2.3	U	3.2	U
Trichloroethylene	1855	1026	250	0.17	U	0.14	U	0.13	U
SEMI-VOLATILE COMPOUNDS (SVMs)									
1,1-Dichloroethene	ND	ND	ND	0.15	U	0.04	U	2.1	U
Acetylene	2450	10220	100	0.24	U	0.16	U	1.1	U
Acetylene	NC	NC	NC	0.14	U	0.04	U	0.7	U
Acetylene	10000	10200	100	0.77	U	0.33	U	1.2	U
Benzene	0.9	4	100	1.2	U	1.2	U	1.1	U
Benzene	0.23	0.66	100	1.2	U	0.27	U	2.4	U
Benzene	0.9	4	100	1.2	U	1.2	U	1.1	U
Benzene	ND	ND	NC	0.35	U	0.32	U	0.34	U
Benzene	0.9	4	100	1.2	U	0.77	U	1.2	U
Benzene	0.64	2	10	1.2	U	0.52	U	1.2	U
Benzene	47	210	100	0.27	U	0.18	U	1.2	U
Benzene	1100	10000	100	1.4	U	0.25	U	1.3	U
Benzene	NC	NC	NC	0.14	U	0.13	U	0.34	U
Benzene	9	49	100	1.7	U	1.1	U	1.1	U
Benzene	0.64	0.24	100	0.11	U	0.07	U	0.32	U
Benzene	NC	NC	NC	0.14	U	0.07	U	0.64	U
Benzene	2700	10000	100	0.19	U	0.09	U	1.3	U
Benzene	2000	10000	100	2.4	U	1.0	U	1.3	U
Benzene	2300	10000	100	0.22	U	0.14	U	1.1	U
Benzene	6	100	111	2.4	U	0.39	U	1.2	U
Benzene	0.9	4	100	0.42	U	0.14	U	0.9	U
Benzene	110	4100	100	0.17	U	0.03	U	1.2	U
Benzene	0.64	0.24	10	1.4	U	0.18	U	1.7	U
Benzene	NC	NC	NC	2.0	U	1.1	U	2.3	U
Benzene	1770	10000	100	1.9	U	1.1	U	1.7	U
CHLORINATED BENZENE (CBs)									
1,1-Dichloroethene	NC	NC	NC	0.011	U	0.002	U	0.007	U
1,1-Dichloroethene	NC	NC	NC	0.009	U	0.004	U	0.007	U
1,1-Dichloroethene	240	0.015	30	0	U	0	U	0	U
1,1-Dichloroethene	NC	NC	NC	0.007	U	0.008	U	0.007	U
1,1-Dichloroethene	NC	NC	NC	0.003	U	0.005	U	0.005	U
1,1-Dichloroethene	3	15	30	0.003	U	0.003	U	0.003	U
1,1-Dichloroethene	2	2	30	0.007	U	0.003	U	0.003	U
1,1-Dichloroethene	2	2	100	0.007	U	0.003	U	0.003	U
HEAVY METALS									
Aluminum	NC	NC	NC	11000	6100	4900	18000	1900	-
Antimony	14	340	NC	21	2.3	U	2.4	4	24.0
Asphalt	20	30	NC	254	7.7	U	20	149	144
Bismuth	200	4100	NC	330	71	U	110	69	330
Boron	2	3	NC	1.5	0.29	U	0.69	0.71	0.134
Calcium	39	104	NC	0.81	0.69	U	0.69	0.24	1.67
Chromium	NC	NC	NC	13000	26000	200	11000	1000	-
Copper	240000	410000	NC	48	31	U	31	26	27.2
Cyanide	ND	ND	ND	11	0.5	U	0.5	11	0.5
Fluoride	620	620	NC	250	110	U	110	65	110
Iron	NC	NC	NC	10000	10000	10000	20000	20000	-
Lead	200	60	NC	100	1.6	U	20	20	1.00
Magnesium	NC	NC	NC	1100	2010	U	1100	1000	-
Manganese	NC	NC	NC	70	330	U	330	330	-
Mercury	NC	NC	NC	2.1	0.49	U	0.36	0.48	1.1
Molybdenum	14	350	NC	24	1100	U	31	24	40.3
Nickel	330	340	NC	24	1100	U	31	24	40.3
Phosphorus	NC	NC	NC	1000	210	U	210	1100	0.000
Selenium	61	3100	NC	2.1	2.1	U	2.1	2.1	0.031
Sulfur	NC	NC	NC	850	370	U	370	370	-
Titanium	370	7100	NC	31	31	U	31	31	0.95
Zinc	1300	1500	NO	190	160	U	160	160	200
OTHER									
Barium	NC	NC	NC	71	17	U	17	440	100
Cadmium	1.100	21000	NC	0.17	0.39	U	0.30	0.31	0.1
Total Petroleum Hydrocarbons	1000	1000	10000	300	100	U	200	61	100

Notes:
 ND - Not Detected
 - - - Not supplied
 mg/kg - milligrams per kilogram
 U - The compound was not detected at the reported concentration.
 F - Data indicate the presence of a compound that meets the identification criteria. The result is less than the quantitative limit but greater than MDL. The concentration given is an approximate value.
 B - The analyte was found in the laboratory blank as well as the sample. This indicates possible laboratory contamination of the environmental sample.
 DetM - Exceeds New Jersey Residential Direct Contact (RDC) Soil Cleanup Criteria (SCC)
 IndM - Exceeds Residential Direct Contact (RDC) SCC
 HML - Exceeds RDC SCC and HML SCC

Exhibit B-2
Analytical Results Summary
LPark: 46 River Rd, Edgewater, NJ

Sample ID	NO Anal.	NO Non-Anal.	NT Impact to Ground Water	BIB-14-10	BIB-14-11	BIB-14-13	BIB-14-14	BIB-14-15	BIB-14-16
Direct Cleaned Soil Cleanup Criteria	Direct Cleaned Soil Cleanup Criteria	Direct Cleaned Soil Cleanup Criteria	Direct Cleaned Soil Cleanup Criteria	AC18710-01	AC18710-01	AC18710-01	AC18710-01	AC18710-01	AC18710-01
mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
VOLATILE COMPOUNDS (GCMS)									
Benzene	1000	1000	50	ND	ND	0.03	ND	ND	ND
Acetone	1000	1000	100	ND	ND	0.14	0.02	ND	ND
Toluene	1000	1000	500	ND	ND	ND	ND	ND	0.019
SEMIVOLATILE COMPOUNDS (GCMS)									
Chlorobenzene	NC	NC	NC	ND	ND	ND	ND	0.1	ND
Methylchloride	1420	12500	100	0.19	0.31	ND	0.12	0.7	0.02
Arochlor 1248	NC	NC	NC	0.23	0.1	ND	ND	0.1	ND
Arochlor 1254	10000	10000	100	0.51	0.44	ND	0.24	1.3	0.14
Benzonitrile	0.9	4	300	1.1	1.1	0.07	0.04	2.4	0.36
Bromobenzene	0.44	0.65	100	1.4	1.1	0.37	0.11	1.4	0.28
Bromochlorobenzene	0.9	4	50	0.7	1.1	0.27	1.1	2.2	0.22
Bromodichlorobenzene	NC	ND	NC	1.1	1.4	0.03	0.04	1.3	0.17
Bromotrichlorobenzene	0.9	4	200	1.7	0.03	ND	0.12	0.02	0.14
1,1,1-Trichloroethane	0.44	3	10	-	-	-	-	-	-
1,1,2-Trichloroethane	40	310	100	ND	ND	ND	ND	0.18	ND
1,1,2,2-Tetrachloroethane	1100	11000	100	ND	ND	ND	ND	0.06	ND
1,1,2,2,2-Pentachloroethane	NC	NC	NC	0.13	0.12	ND	ND	0.5	ND
Chloroform	9	40	300	1.3	1.1	0.41	0.24	2.3	0.34
1,1-Dichloroethene	0.44	0.64	100	0.04	0.46	ND	0.13	0.04	0.11
1,1,1-Trichloroethene	NC	NC	NC	0.1	ND	ND	ND	0.04	ND
1,1,2-Dichloroethene	2700	10000	100	-	-	-	-	-	-
1,1,2,2-Tetrachloroethene	2500	10000	100	4.8	4.1	1.3	1.9	6.9	0.99
1,1,2,2,2-Pentachloroethene	2100	10000	100	0.17	0.14	ND	0.12	0.13	ND
1,1,1,2-Tetrachloroethane	6	100	100	1.3	1.4	0.31	0.44	1.4	0.20
1,1,1,2,2-Pentachloroethane	0.9	4	200	-	-	-	-	-	-
1,1,1,2,2,2-Hexachloroethane	230	4000	100	0.12	0.09	ND	ND	0.04	ND
1,1,1,2,2,2-Hexachloroethane	0.44	0.64	10	-	-	-	-	-	-
1,1,1,2,2,2-Hexachloroethane	NC	NC	NC	2.7	3	0.64	0.9	3.9	0.49
1,1,1,2,2,2-Hexachloroethane	1700	10000	100	7.8	4.1	1.3	1.8	1.3	1
PESTICIDES									
DDT	NC	NC	ND	-	-	-	-	-	-
Chlordane	NC	NC	ND	ND	ND	ND	0.091	0.23	0.016
Endrin	340	6000	50	-	-	-	-	-	-
Endrin sulfate	NC	NC	ND	-	-	-	-	-	-
Endrin ketone	NC	NC	ND	-	-	-	-	-	-
Dieldrin	3	14	50	ND	ND	ND	0.0057	ND	ND
Dieldrin sulfate	3	9	50	ND	ND	ND	ND	0.0056	ND
Dieldrin ketone	3	2	200	ND	ND	ND	ND	0.0050	ND
POLYCYCLOMATED BIPHENYLS (PCBs)									
Arochlor 1248	NC	NC	NC	-	-	-	-	-	-
Arochlor 1254	NC	NC	NC	-	-	-	-	-	-
Arochlor 1260	NC	NC	NC	-	-	-	-	-	-
Arochlor 1268	NC	NC	NC	-	-	-	-	-	-
Total PCBs	0.14	3	20	ND	ND	ND	ND	0.14	ND
ORGANICS									
Asbestos	NC	NC	NC	-	-	-	-	-	-
Barium	14	140	NC	200	8.1	4.3	13	1.6	ND
Boron	20	20	NC	34	41	24	218	100	10
Calcium	700	42000	NC	34	170	100	64	110	23
Chromium	2	3	NC	-	-	-	-	-	-
Copper	30	100	NC	-	-	-	-	-	-
Fluoride	NC	NC	NC	-	-	-	-	-	-
Total Chlorides	240/700	4100/10	NC	19	10	34	32	47	16
Lead	ND	NC	NC	-	-	-	-	-	-
Nickel	600	7000	NC	100	100	37	310	80	21
Iron	NC	NC	NC	-	-	-	-	-	-
Lead	200	600	NC	1.014	0.02	0.02	110	1.00	21
Manganese	NC	NC	NC	-	-	-	-	-	-
Magnesium	NC	NC	NC	-	-	-	-	-	-
Mercury	14	210	NC	0.4	0.34	1.1	0.13	0.11	ND
Moisture	310	2400	NC	36	35	51	19	100	20
Phosphorus	100	NC	NC	-	-	-	-	-	-
Selenium	0	3100	NC	1.1	ND	1.1	ND	ND	ND
Sulfur	NC	NC	NC	-	-	-	-	-	-
Vanadium	390	7140	NC	-	-	-	-	-	-
Zinc	1300	7140	NC	14	140	600	200	200	41
INORGANICS									
Alkalies	NC	NC	NC	-	-	-	-	-	-
Ammonia	1.100	10000	NC	1.4	0.11	ND	ND	ND	ND
Total Petroleum Hydrocarbons	10000	10000	NC	-	-	-	-	-	-

Notes:
 ND - Not Detected
 * - Not Reported
 mg/kg - Milligrams per kilogram
 U - The compound was not detected at the indicated concentration.
 J - Data indicates the presence of a compound that meets the identification criteria. The trend is less than the quantitative limit but greater than MDC. The concentration given is an approximate value.
 B - The sample was found in the laboratory blank as well as the sample. This indicates possible laboratory contamination of the environmental sample.
 Field - Bureau Non-Direct Method Direct Cleaned (BDC) Soil Cleanup Criteria (SCC)
 Method - Bureau Non-Direct Method Direct Cleaned (BDC) SCC
 BLM - Bureau BDC SCC and NRDC SCC

Exhibit C

Institutional and Engineering Controls

The remaining contamination at the Site includes historic fill and arsenic contaminated soils above direct contact soil remediation standards. The Site has contaminants above the residential direct contact soil cleanup criteria; therefore the entire Site 1.04-acre parcel will be discussed in this deed notice. Institutional and engineering controls are both in place to prevent contact with the contaminated areas on-Site and to safeguard the health of the public and the environment. Institutional controls include the zoning of the site to prohibit residential development and the recording of this Deed Notice. Engineering controls consist of asphalt, concrete and vegetative caps and eliminating the potential for direct contact with contaminants.

The Site is currently being redeveloped for non-residential use with a building for a CVS Pharmacy. Prior to the completion of construction of the CVS, two areas were excavated to remove arsenic in soils over 600 ppm. These areas are shown on Exhibit B-1. Areas that were excavated were backfilled with certified clean fill.

The majority of the Site, with the exception of the footprint of the existing building, will be paved with an asphalt or concrete cap which will be used as parking lots and sidewalks as part of development. Various areas will also be capped with landscaping. These caps function as a barrier to keep the contaminated soil from spreading and resurfacing due to site activities or soil erosion.

All current and subsequent owners, operators, and lessees will be advised of the conditions on this Site and will be provided copies of the Deed Notice. Until the areas of contamination are remediated to the New Jersey unrestricted use standards, the institutional and engineering controls and restrictions shall remain in place.

Exhibit C-1: Deed Notice and Institutional Controls

Institutional controls are in place to limit potential exposure to the soils in the restricted area. The Site is currently zoned Commercial, thereby prohibiting the development of the site for residential purposes. Placement of this Deed Notice constitutes an institutional control, as described below.

This Deed Notice acts as an institutional control by placing use restrictions at the Site. First, the restricted areas must not be disturbed in order to prevent human contact with soil. The existing engineering controls shall remain in place and shall be maintained as needed to prevent contact with the contaminated soil. If the restricted area is to be disturbed, necessary and appropriate health and safety measures must be used when working within the restricted areas. At a minimum measures must include notifying the NJDEP and monitoring for dust and volatile organic compounds. A Soil Management Plan will be established prior to any soil intrusive work at the Site. Following any work,

the restricted areas must be completed with engineering controls providing equivalent protection against direct contact as do the existing controls, or remediated to unrestricted use levels. Second, the Property shall not be used in a residential capacity while this deed notice is in place. If the Property is to be used in a residential capacity, an appropriate remedy must be agreed upon with NJDEP.

Exhibit C-2: Engineering Controls – Pavement Capped Areas

Heavy duty paved areas consist of compacted existing subgrade, topped with 10-inches of aggregate base, 2-inches of compaction level L base, 2-inches level L binder and 1-inch of compaction level L top.

Standard duty paved areas consist of compacted existing subgrade, topped with 10-inches of aggregate base, 2-inches of compaction level L binder and 1-inch compaction level L top.

Exhibit C-3: Engineering Controls – Concrete Capped Areas

The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of 1/4-inch clean crushed stone and 4-inches class B concrete.

Exhibit C-4: Engineering Controls – Building Capped Area

The CVS building slab will have an 8-inch thick concrete slab with a gas vapor barrier and ventilation system consisting of crushed stone, a nonwoven drainage geotextile layer and 10-mil HDPE followed by a concrete floor slab. In addition, suction pits are located between grade beams. Each suction pit has PVC piping extending to the roof and is connected to suction fans to provide continuous negative pressure.

Exhibit C-5: Engineering Controls – Landscape Capped Areas

Landscape areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chantrelle Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryophylls.

Diagrams of the engineering controls are included as Exhibits C-2 through C-5 and Exhibit D-1.

Monitoring and Inspection

At a minimum, the responsible party will monitor the institutional and engineering controls, including the Deed Notice, Fenced Areas and Capped Areas, (in the spring and

in the fall of the entire Site. During the site inspection, the integrity of the caps over the restricted use areas will be evaluated. Impervious capped areas including the building, foundation, sidewalks and asphalt will be examined for cracking, damage, loss and wear. Vegetative capped areas will be routinely evaluated for erosion and stressed vegetation. The responsible party will maintain a regular schedule for mowing and maintaining vegetative growth and reseeding/replanting on an as needed basis.

The results of each inspection and any maintenance of or disturbances to the engineering controls shall be documented either in a logbook retained on-Site and shall include dates of the inspection, name of the inspector, results of the inspection and condition of the engineering controls. If it is not possible to visually evaluate the integrity/performance of the engineering controls, sampling may be necessary. Documentation shall be maintained on-Site and made available to NJDEP on request.

If any new standards, regulations or laws applying to this Site necessitate additional sampling at the Site in order to evaluate the protectiveness of the remedial action a sampling plan will be established with a health and safety plan.

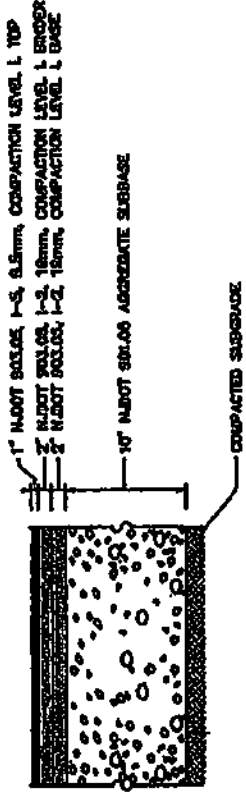
Maintenance

Maintenance will be conducted as necessary to maintain the integrity of the caps and fencing. Following the required inspections, as detailed above, the caps over the restricted use areas will be maintained, and any unacceptable cracks, damage, or missing pavement will be repaired or replaced.

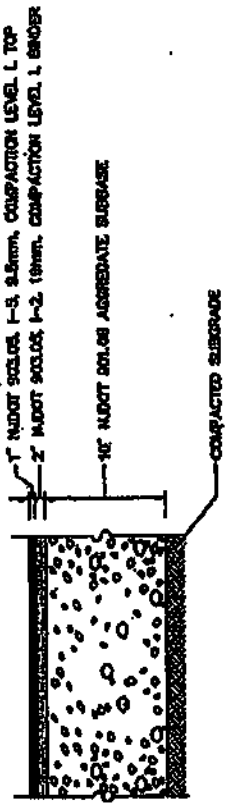
Reporting

Pursuant to N.J.S.A. 58:10B-13.1, the responsible party shall submit to the NJDEP, a certification of the continued protectiveness of the institutional and engineering controls, on a biennial schedule. The biennial certification shall document the specific monitoring and maintenance activities conducted to maintain the engineering controls; that the current land use at the Property is consistent with the restrictions in the Deed Notice; and that the institutional and engineering controls at the Property continue to be protective of the public health and safety and of the environment.

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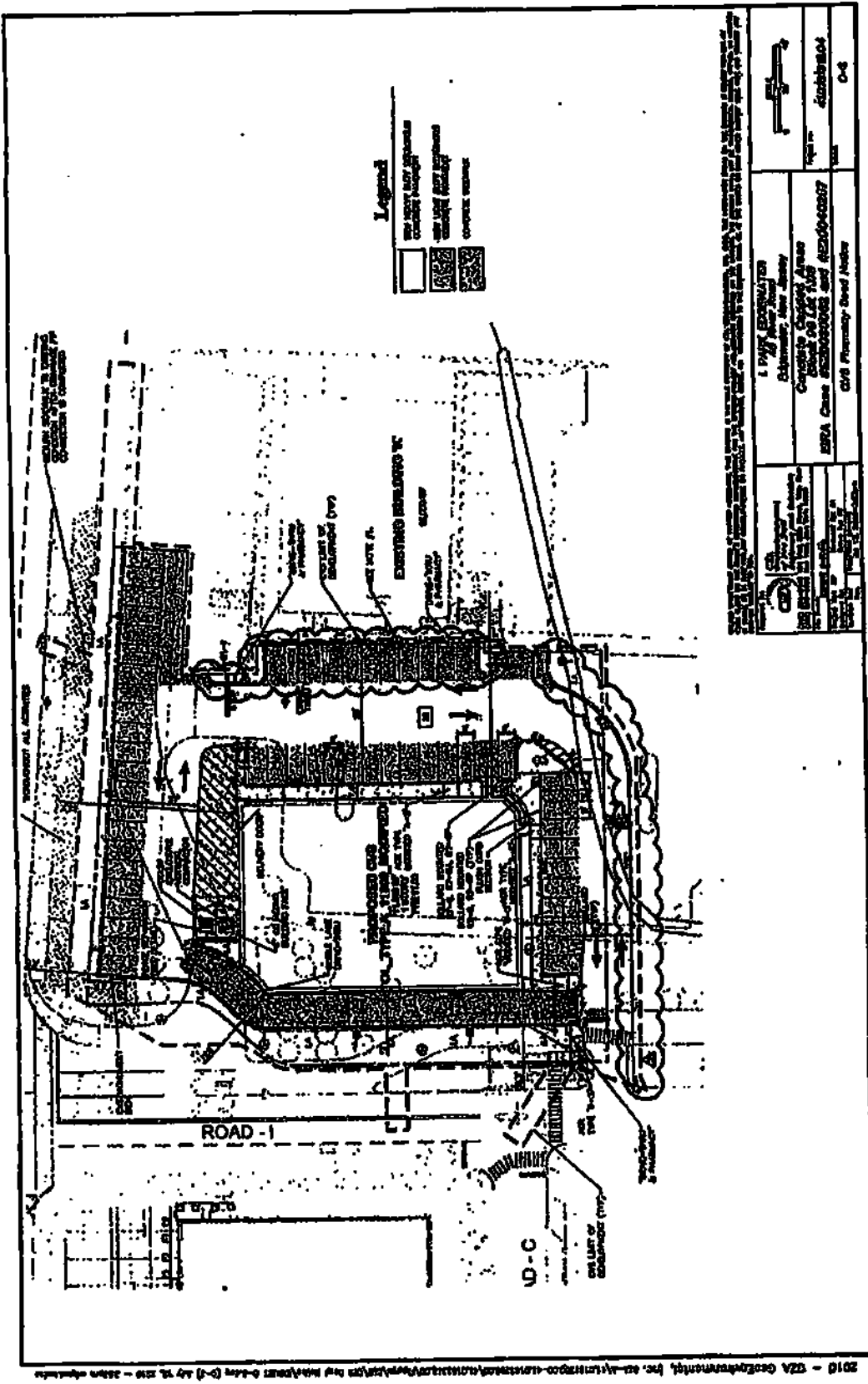


Heavy Duty Flexible Pavement



Standard Duty Flexible Pavement

<p>1" MIN. SUBGRADE 2" MIN. SUBGRADE 1" MIN. SUBGRADE</p>	<p>1" MIN. SUBGRADE 2" MIN. SUBGRADE 1" MIN. SUBGRADE</p>	<p>1" MIN. SUBGRADE 2" MIN. SUBGRADE 1" MIN. SUBGRADE</p>	<p>1" MIN. SUBGRADE 2" MIN. SUBGRADE 1" MIN. SUBGRADE</p>
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2010 - 22A Geotechnical, Inc. an engineering firm, has prepared this plan (P-1) for the use of the client. It is the responsibility of the client to ensure that the plan is used for the intended purpose and that all necessary permits are obtained. The client is responsible for the accuracy of the information provided to the engineer. The engineer is not responsible for the accuracy of the information provided to the client. The engineer is not responsible for the accuracy of the information provided to the client.

1 1/2" = 1'-0" Scale Date: 08/08/2013 Project: 2010-0001 Client: 2010-0001	1 1/2" = 1'-0" Scale Date: 08/08/2013 Project: 2010-0001 Client: 2010-0001
1 1/2" = 1'-0" Scale Date: 08/08/2013 Project: 2010-0001 Client: 2010-0001	1 1/2" = 1'-0" Scale Date: 08/08/2013 Project: 2010-0001 Client: 2010-0001

Exhibit D

As-Built Conditions Engineering Controls

The entire Site contains contaminants above the non-residential direct-contact soil cleanup criteria. Areas with arsenic were excavated to a remediation level agreed upon by the NJDEP of 600 ppm. Areas that were excavated were filled with certified clean fill. Impermeable caps and a vegetative cap will completely cover the Site.

Capped Areas

The entire Site is covered with pavement, concrete sidewalks, pavers, landscaping and/or the CVS Pharmacy building, as shown on Exhibit D-1.

The CVS building slab has an 8-inch thick concrete slab with a gas vapor barrier and ventilation system consisting of crushed stone, a nonwoven drainage geotextile layer and 10-mil HDPE followed by a concrete floor slab. In addition, suction pits are located between grade beams. Each suction pit has PVC piping extending to the roof and are connected to suction fans to provide continuous negative pressure.

Heavy duty pavement areas consist of compacted existing subgrade, topped with 10-inches of aggregate base, 2-inches of compaction level L base, 2-inches level L binder and 1-inch of compaction level L top.

Standard duty pavement areas consist of compacted existing subgrade, topped with 10-inches of aggregate base, 2-inches of compaction level L binder and 1-inch compaction level L top.

Landscaped areas consist of 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as White Pine, White Spruce and Serbian Spruce, ornamental trees such as English Oak and Himalayan Birch, shade trees such as October Glory Maple and Japanese Zelkova, shrubs such as Mountain Pine Andromeda, China Holly, Shamrock Inkberry, Skyrocket Juniper and Fragrant Snowball Viburnum, and perennials such as Big Blue Liriodendron.

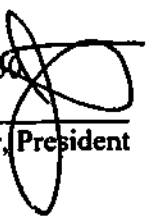
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1/3 452

13-118240 Deed
V Bk: 01562 Pg: 1367-1411 Rec. Fee \$483.00
John S. Hogan, Bergen County Clerk
Recorded 11/13/2013 02:21:25 PM

**Record & Return
Madison Title Agency LLC
1125 Ocean Avenue
Lakewood, NJ 08701
080135**

**DEED NOTICE
REMEDIAL ACTION AREA #2
45 RIVER ROAD
EDGEWATER, NEW JERSEY
ISRA CASE #E20030062 and
#E20040267**

PREPARED FOR:
New Jersey Department of Environmental Protection
Bureau of Industrial Site Remediation
401 East State Street
P.O. Box 432
Trenton, New Jersey 08625

PREPARED On behalf of and by:
i.park Edgewater, LLC
Edgewater Lofts LLC
485 West Putnam Avenue
Greenwich, Connecticut 06830
By: 
Printed Name: Joseph Cotter, President

August 2012
File No. 41.0161318.08

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Deed Notice

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: _____
[Signature]



Joseph Cotter, President
[Print name below signature]

Recorded by:

[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the 2nd day of October, 2012, by *i.Park Edgewater, LLC* and *Edgewater Lofts LLC* (together with his/her/its/their successors and assigns, collectively "Owner").

1. **THE PROPERTY.** *i.Park Edgewater, LLC* and *Edgewater Lofts LLC* are the owners in fee simple of certain real property designated as Blocks 98, 99 and 100 and Lot 1.3 on the tax map of the Borough of Edgewater, Bergen County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the site 015891; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. **DEPARTMENT'S ASSIGNED BUREAU.** The Bureau of Industrial Site Remediation was the New Jersey Department of Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was Case No. #E20030062 and E20040267.

3. **SOIL CONTAMINATION.** *i.Park Edgewater, LLC* has remediated contaminated soil at the Property, and the New Jersey Department of Environmental Protection approved a remedial action on the 9 day of July 2012, such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part

hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

5B. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.]

6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

ii. Notwithstanding subparagraph 6A.i., above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

6B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies the Department of Environmental Protection when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the Department of Environmental Protection of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413]

7A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Deed Notice, and certify to the Department on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due

to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded:

7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the Property prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases,

subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Areas at the Property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the

Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12. **SUCCESSORS AND ASSIGNS.** This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

13. **MODIFICATION AND TERMINATION.**

i. Any person may request in writing, at any time, that the Department modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the Property, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk of Bergen County, New Jersey, expressly modifying or terminating this Deed Notice.

14A. **EXHIBIT A.** Exhibit A includes the following maps of the Property and the vicinity:

i. **Exhibit A-1: Site Location Map** - A map that identifies the location of the Site and important geographical features in the area of the Property;

ii. **Exhibit A-2: Metes and Bounds Description** - A metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. **Exhibit A-3: Property Map** - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. **EXHIBIT B.** Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system;

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the summary data tables on the figures described in the following paragraph.

ii. Exhibit B1-1 through B1-8: Restricted Area Summary Data Table Figures - A separate summary table for each sample location that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample depth below ground surface;

(C) Name of each detected contaminant;

(D) The restricted direct contact soil clean up criteria and impact to groundwater soil clean up criteria for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each depth or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2.

14C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those describe above, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Deed Notice; and

(3) The objective of the restrictions.

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the Property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the Property is consistent with the restrictions in this Deed Notice; and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Asphalt Capped Areas: Exhibit C-2 includes a narrative description of asphalt capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iii. Exhibit C-3: Concrete Capped Areas: Exhibit C-3 includes a narrative description of concrete capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iv. Exhibit C-4: Paver Capped Areas: Exhibit C-2 includes a narrative description of paver capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

v. Exhibit C-5: Building Capped Areas: Exhibit C-5 includes a narrative description of building capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

vi. Exhibit C-6: Landscaped Capped Areas: Exhibit C-6 includes a narrative description of landscaped capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

STATE OF New York)
) SS.
COUNTY OF Westchester)

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Edgewater Lofts LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19 day of August, 2012: 2013.



Notary Public
Type or Print Name:
My commission expires

DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2017

EXHIBIT A

Site Description

Site Vicinity

The property is designated as a portion of Lot 1, Block 99 in the Borough of Edgewater, Bergen County, New Jersey (hereinafter "Site"). A site vicinity map locating the Property is attached as Exhibit A-1. The vicinity around the Site is developed primarily with commercial and residential properties.

Property Description

The Site has the address 45 River Road, Edgewater, New Jersey. A metes and bounds plan of the property is provided as Exhibit A-2.

The Site consists of all that certain tract, parcel and lot of land lying and being situated in the Borough of Edgewater, County of Bergen, State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the northerly line of Lot 1.14, Block 99, said point being South 59°59'03" East a distance of 86.50 feet from the northwesterly corner of said Lot 1.14, as shown on a map entitled "I.Park Edgewater, LLC, Proposed Lot 1.14 Subdivision Block 99, Lot 1, Borough of Edgewater, Bergen County, New Jersey," prepared by Paulus, Sokolowski and Sartor, LLC, and filed in the Bergen County Clerk's office on July 22, 2011 as map no. 9540, and running thence;

1. South 59°59'03" East a distance of 112.48 feet to a point, thence;
2. South 30°00'57" West a distance of 250.42 feet to a point, thence;
3. North 59°59'03" West a distance of 112.87 feet to a point, thence;
4. South 30°00'57" West a distance of 269.68 feet to a point, thence;
5. North 59°59'03" West a distance of 20.81 feet to a point, thence;
6. South 30°00'57" West a distance of 34.94 feet to a point, thence;
7. North 59°59'03" West a distance of 48.88 feet to a point, thence;
8. South 56°45'51" West a distance of 154.38 feet to a point thence;
9. South 30°00'57" West a distance of 177.16 feet to a point, thence;
10. South 24°49'33" East a distance of 10.23 feet to a point, thence;
11. South 59°59'03" East a distance of 10.47 feet to a point, thence;
12. South 30°00'57" West a distance of 33.71 feet to a point of curvature, thence;
13. On a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, whose chord bears South 14°59'03" East a chord distance of 35.36 feet to a point of tangency, thence;

P:\02810620\YV\Dept\Revised\RAA 2 Exhib\RAA AREA.Doc

14. South 59°59'03" East a distance of 4.05 feet to a point, thence;
15. South 30°00'57" West a distance of 22.33 feet to a point, thence;
16. North 59°59'03" West a distance of 6.73 feet to a point, thence;
17. North 12°59'45" West a distance of 174.19 feet to a point of cusp, thence;
18. On a curve to the left having a radius of 1066.30 feet, an arc length of 57.24 feet whose chord bears North 03°53'48" East a chord distance of 57.23 feet to a non-tangential point, thence;
19. North 65°09'51" East a distance of 38.14 feet to a point of cusp, thence;
20. On a curve to the right having a radius of 1106.32 feet, an arc length of 386.96 feet whose chord bears North 04°16'00" West a chord distance of 384.99 feet to a non-tangential point, thence;
21. South 59°59'03" East a distance of 88.04 feet to a point, thence;
22. North 30°00'57" East a distance of 288.74 feet to a point, thence;
23. South 59°59'03" East a distance of 349.28 feet to a point, thence;
24. North 30°00'57" East a distance of 140.19 feet the **POINT OF BEGINNING**.

Containing an area of 227,276 square feet or 5.218 acres more or less.

© 2011 - CZA GeoEnvironmental, Inc. CZA-J:\161300\161300\Figures\CAD\DRIFT DEED NOTICE - RMA-2\exhibit A-1.dwg [A-1] August 17, 2012 - 1:09pm migueltores



ACKNOWLEDGEMENT:
 FIGURE BASED ON U.S. GEOLOGICAL SURVEY, CENTAL PARK
 QUADRANGLE (7.5 MINUTE SERIES TOPOGRAPHIC MAP),
 DATED 1986, PHOTOREVISED 1979



Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 594-9140 104 West 29th Street, 10th Floor (212) 279-9150 New York, New York 10001 File Name: exhibit A-1.dwg Project Mgr: DM Reviewed By: CEO Designed By: GW Drawn By: MT Revision No.: Date/Time Rev-by: Rev. Aug 17, 2012-1:09pm	1 PARK EDGEWATER 45 River Road Edgewater, New Jersey	SCALE 
	Site Location Plan Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267	Project No. 410161318.08
	Deed Notice	Exhibit A-1

EXHIBIT B

Description of Affected Areas *Current*

Site Conditions

The Site is approximately 5.218 acres parcel located on Lot 1.11, 1.13, 1.14 and 1.15. The Site is located in the southwest section of the Property situated on portions of Block 98, 99 and 100. The Property is currently in the process of redevelopment for mixed use residential and commercial purposes. Land use in the vicinity of the Property is a mix of residential, industrial and commercial uses. The ongoing redevelopment of the Hudson River waterfront in Edgewater has shifted the predominant land use from industrial to a mix of residential and commercial.

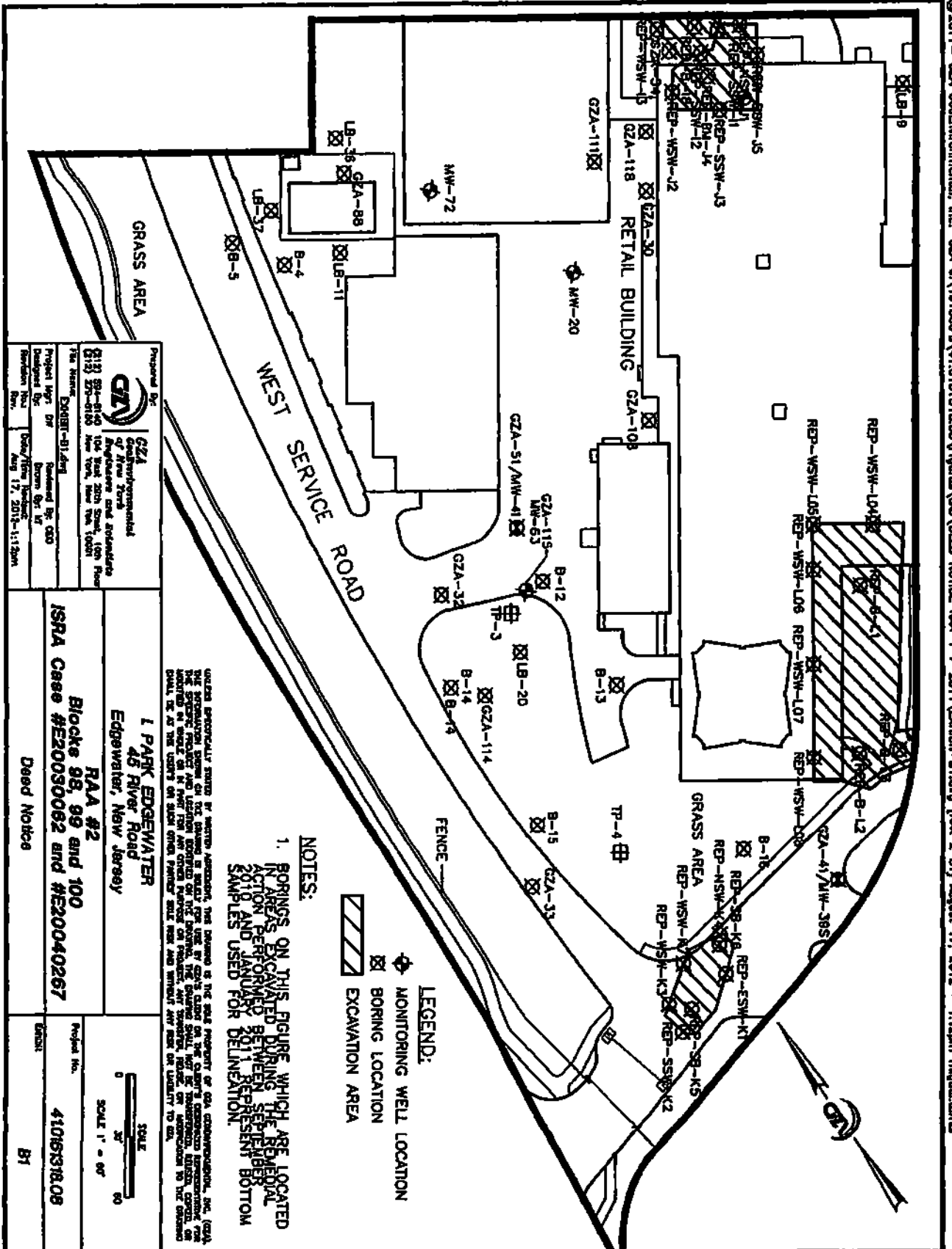
Proposed Site conditions are depicted on Exhibit A-3.

Commercial Use Area Descriptions

The Property redevelopment plan calls for utilizing the Property as residential and retail commercial facility. One new structure (Supermarket) will be built partially on-Site as shown on Exhibit A-3. The proposed redevelopment plan incorporates engineered controls to eliminate exposure scenarios.

Remaining Contamination

Soil sample locations are shown on Exhibit B-1. Exhibits B1-1 through B1-8 summarize the analytical results of soil samples and lists detected compounds and exceedances of the New Jersey Department of Environmental Protection's Soil Cleanup Criteria (NJDEP NRSCC or IGWSCC).



Prepared by: GZA Geoenvironmental
 of New York
 613 320-8100
 100 West 100th Street
 New York, NY 10026

Project No. 410631808
 Project Title: DEED NOTICE
 Date: August 17, 2012

1 PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

RAA #2
 Blocks 98, 99 and 100
 ISRA Case #E20030062 and #E20040267

Deed Notice

Project No. 410631808
 Date: B1

Location	Depth	Parameter	Result	Unit	Method
...

Location	Depth	Parameter	Result	Unit	Method
...

Location	Depth	Parameter	Result	Unit	Method
...

Location	Depth	Parameter	Result	Unit	Method
...

Location	Depth	Parameter	Result	Unit	Method
...

Location	Depth	Parameter	Result	Unit	Method
...

Location	Depth	Parameter	Result	Unit	Method
...

Location	Depth	Parameter	Result	Unit	Method
...

Location	Depth	Parameter	Result	Unit	Method
...

NOTES:
1. ONLY DETECTED COMPOUNDS LISTED.

THESE PROVISIONS ARE SUBJECT TO THE AGREEMENT, THIS BEING THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA), THE INFORMATION SHOWN ON THIS DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GZA. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF GZA SHALL BE AT THE USER'S RISK AND WITHOUT ANY WARRANTY BY GZA.

Prepared By: **GZA**
GeoEnvironmental
of New York
Engineers and Scientists
217 941-8140 104 West 20th Street, 10th Floor
New York, NY 10011
1212 379-8100
Fax Number: 212-941-8140
Project No: DW
Reviewed By: GZ
Approved By: GZ
Revision No: Aug 13, 2012-11:56am

1 PARK EDGEWATER
45 River Road
Edgewater, New Jersey
RAA #2
Blocks 98, 99 and 100
ISRA Case #E20030062 and #E20040267
Deed Notice

Project No: **410161318.08**
Lot: **B1-3**

DETECTION NUMBER	DETECTION DATE	DETECTION DEPTH	DETECTION METHOD	DETECTION RESULTS
1	8/17/11	0.5	NU-RDSCC	4.3
2	8/17/11	1.0	NU-RDSCC	4.3
3	8/17/11	1.5	NU-RDSCC	4.3
4	8/17/11	2.0	NU-RDSCC	4.3
5	8/17/11	2.5	NU-RDSCC	4.3
6	8/17/11	3.0	NU-RDSCC	4.3
7	8/17/11	3.5	NU-RDSCC	4.3
8	8/17/11	4.0	NU-RDSCC	4.3
9	8/17/11	4.5	NU-RDSCC	4.3
10	8/17/11	5.0	NU-RDSCC	4.3
11	8/17/11	5.5	NU-RDSCC	4.3
12	8/17/11	6.0	NU-RDSCC	4.3
13	8/17/11	6.5	NU-RDSCC	4.3
14	8/17/11	7.0	NU-RDSCC	4.3
15	8/17/11	7.5	NU-RDSCC	4.3
16	8/17/11	8.0	NU-RDSCC	4.3
17	8/17/11	8.5	NU-RDSCC	4.3
18	8/17/11	9.0	NU-RDSCC	4.3
19	8/17/11	9.5	NU-RDSCC	4.3
20	8/17/11	10.0	NU-RDSCC	4.3

DETECTION NUMBER	DETECTION DATE	DETECTION DEPTH	DETECTION METHOD	DETECTION RESULTS
21	8/17/11	10.5	NU-RDSCC	4.3
22	8/17/11	11.0	NU-RDSCC	4.3
23	8/17/11	11.5	NU-RDSCC	4.3
24	8/17/11	12.0	NU-RDSCC	4.3
25	8/17/11	12.5	NU-RDSCC	4.3
26	8/17/11	13.0	NU-RDSCC	4.3
27	8/17/11	13.5	NU-RDSCC	4.3
28	8/17/11	14.0	NU-RDSCC	4.3
29	8/17/11	14.5	NU-RDSCC	4.3
30	8/17/11	15.0	NU-RDSCC	4.3
31	8/17/11	15.5	NU-RDSCC	4.3
32	8/17/11	16.0	NU-RDSCC	4.3
33	8/17/11	16.5	NU-RDSCC	4.3
34	8/17/11	17.0	NU-RDSCC	4.3
35	8/17/11	17.5	NU-RDSCC	4.3
36	8/17/11	18.0	NU-RDSCC	4.3
37	8/17/11	18.5	NU-RDSCC	4.3
38	8/17/11	19.0	NU-RDSCC	4.3
39	8/17/11	19.5	NU-RDSCC	4.3
40	8/17/11	20.0	NU-RDSCC	4.3

DETECTION NUMBER	DETECTION DATE	DETECTION DEPTH	DETECTION METHOD	DETECTION RESULTS
41	8/17/11	20.5	NU-RDSCC	4.3
42	8/17/11	21.0	NU-RDSCC	4.3
43	8/17/11	21.5	NU-RDSCC	4.3
44	8/17/11	22.0	NU-RDSCC	4.3
45	8/17/11	22.5	NU-RDSCC	4.3
46	8/17/11	23.0	NU-RDSCC	4.3
47	8/17/11	23.5	NU-RDSCC	4.3
48	8/17/11	24.0	NU-RDSCC	4.3
49	8/17/11	24.5	NU-RDSCC	4.3
50	8/17/11	25.0	NU-RDSCC	4.3
51	8/17/11	25.5	NU-RDSCC	4.3
52	8/17/11	26.0	NU-RDSCC	4.3
53	8/17/11	26.5	NU-RDSCC	4.3
54	8/17/11	27.0	NU-RDSCC	4.3
55	8/17/11	27.5	NU-RDSCC	4.3
56	8/17/11	28.0	NU-RDSCC	4.3
57	8/17/11	28.5	NU-RDSCC	4.3
58	8/17/11	29.0	NU-RDSCC	4.3
59	8/17/11	29.5	NU-RDSCC	4.3
60	8/17/11	30.0	NU-RDSCC	4.3

DETECTION NUMBER	DETECTION DATE	DETECTION DEPTH	DETECTION METHOD	DETECTION RESULTS
61	8/17/11	30.5	NU-RDSCC	4.3
62	8/17/11	31.0	NU-RDSCC	4.3
63	8/17/11	31.5	NU-RDSCC	4.3
64	8/17/11	32.0	NU-RDSCC	4.3
65	8/17/11	32.5	NU-RDSCC	4.3
66	8/17/11	33.0	NU-RDSCC	4.3
67	8/17/11	33.5	NU-RDSCC	4.3
68	8/17/11	34.0	NU-RDSCC	4.3
69	8/17/11	34.5	NU-RDSCC	4.3
70	8/17/11	35.0	NU-RDSCC	4.3
71	8/17/11	35.5	NU-RDSCC	4.3
72	8/17/11	36.0	NU-RDSCC	4.3
73	8/17/11	36.5	NU-RDSCC	4.3
74	8/17/11	37.0	NU-RDSCC	4.3
75	8/17/11	37.5	NU-RDSCC	4.3
76	8/17/11	38.0	NU-RDSCC	4.3
77	8/17/11	38.5	NU-RDSCC	4.3
78	8/17/11	39.0	NU-RDSCC	4.3
79	8/17/11	39.5	NU-RDSCC	4.3
80	8/17/11	40.0	NU-RDSCC	4.3

DETECTION NUMBER	DETECTION DATE	DETECTION DEPTH	DETECTION METHOD	DETECTION RESULTS
81	8/17/11	40.5	NU-RDSCC	4.3
82	8/17/11	41.0	NU-RDSCC	4.3
83	8/17/11	41.5	NU-RDSCC	4.3
84	8/17/11	42.0	NU-RDSCC	4.3
85	8/17/11	42.5	NU-RDSCC	4.3
86	8/17/11	43.0	NU-RDSCC	4.3
87	8/17/11	43.5	NU-RDSCC	4.3
88	8/17/11	44.0	NU-RDSCC	4.3
89	8/17/11	44.5	NU-RDSCC	4.3
90	8/17/11	45.0	NU-RDSCC	4.3
91	8/17/11	45.5	NU-RDSCC	4.3
92	8/17/11	46.0	NU-RDSCC	4.3
93	8/17/11	46.5	NU-RDSCC	4.3
94	8/17/11	47.0	NU-RDSCC	4.3
95	8/17/11	47.5	NU-RDSCC	4.3
96	8/17/11	48.0	NU-RDSCC	4.3
97	8/17/11	48.5	NU-RDSCC	4.3
98	8/17/11	49.0	NU-RDSCC	4.3
99	8/17/11	49.5	NU-RDSCC	4.3
100	8/17/11	50.0	NU-RDSCC	4.3

DETECTION NUMBER	DETECTION DATE	DETECTION DEPTH	DETECTION METHOD	DETECTION RESULTS
101	8/17/11	50.5	NU-RDSCC	4.3
102	8/17/11	51.0	NU-RDSCC	4.3
103	8/17/11	51.5	NU-RDSCC	4.3
104	8/17/11	52.0	NU-RDSCC	4.3
105	8/17/11	52.5	NU-RDSCC	4.3
106	8/17/11	53.0	NU-RDSCC	4.3
107	8/17/11	53.5	NU-RDSCC	4.3
108	8/17/11	54.0	NU-RDSCC	4.3
109	8/17/11	54.5	NU-RDSCC	4.3
110	8/17/11	55.0	NU-RDSCC	4.3
111	8/17/11	55.5	NU-RDSCC	4.3
112	8/17/11	56.0	NU-RDSCC	4.3
113	8/17/11	56.5	NU-RDSCC	4.3
114	8/17/11	57.0	NU-RDSCC	4.3
115	8/17/11	57.5	NU-RDSCC	4.3
116	8/17/11	58.0	NU-RDSCC	4.3
117	8/17/11	58.5	NU-RDSCC	4.3
118	8/17/11	59.0	NU-RDSCC	4.3
119	8/17/11	59.5	NU-RDSCC	4.3
120	8/17/11	60.0	NU-RDSCC	4.3

DETECTION NUMBER	DETECTION DATE	DETECTION DEPTH	DETECTION METHOD	DETECTION RESULTS
121	8/17/11	60.5	NU-RDSCC	4.3
122	8/17/11	61.0	NU-RDSCC	4.3
123	8/17/11	61.5	NU-RDSCC	4.3
124	8/17/11	62.0	NU-RDSCC	4.3
125	8/17/11	62.5	NU-RDSCC	4.3
126	8/17/11	63.0	NU-RDSCC	4.3
127	8/17/11	63.5	NU-RDSCC	4.3
128	8/17/11	64.0	NU-RDSCC	4.3
129	8/17/11	64.5	NU-RDSCC	4.3
130	8/17/11	65.0	NU-RDSCC	4.3
131	8/17/11	65.5	NU-RDSCC	4.3
132	8/17/11	66.0	NU-RDSCC	4.3
133	8/17/11	66.5	NU-RDSCC	4.3
134	8/17/11	67.0	NU-RDSCC	4.3
135	8/17/11	67.5	NU-RDSCC	4.3
136	8/17/11	68.0	NU-RDSCC	4.3
137	8/17/11	68.5	NU-RDSCC	4.3
138	8/17/11	69.0	NU-RDSCC	4.3
139	8/17/11	69.5	NU-RDSCC	4.3
140	8/17/11	70.0	NU-RDSCC	4.3

DETECTION NUMBER	DETECTION DATE	DETECTION DEPTH	DETECTION METHOD	DETECTION RESULTS
141	8/17/11	70.5	NU-RDSCC	4.3
142	8/17/11	71.0	NU-RDSCC	4.3
143	8/17/11	71.5	NU-RDSCC	4.3
144	8/17/11	72.0	NU-RDSCC	4.3
145	8/17/11	72.5	NU-RDSCC	4.3
146	8/17/11	73.0	NU-RDSCC	4.3
147	8/17/11	73.5	NU-RDSCC	4.3
148	8/17/11	74.0	NU-RDSCC	4.3
149	8/17/11	74.5	NU-RDSCC	4.3
150	8/17/11	75.0	NU-RDSCC	4.3
151	8/17/11	75.5	NU-RDSCC	4.3
152	8/17/11	76.0	NU-RDSCC	4.3
153	8/17/11	76.5	NU-RDSCC	4.3
154	8/17/11	77.0	NU-RDSCC	4.3
155	8/17/11	77.5	NU-RDSCC	4.3
156	8/17/11	78.0	NU-RDSCC	4.3
157	8/17/11	78.5	NU-RDSCC	4.3
158	8/17/11	79.0	NU-RDSCC	4.3
159	8/17/11	79.5	NU-RDSCC	4.3
160	8/17/11	80.0	NU-RDSCC	4.3

DETECTION NUMBER	DETECTION DATE	DETECTION DEPTH	DETECTION METHOD	DETECTION RESULTS
161	8/17/11	80.5	NU-RDSCC	4.3
162	8/17/11	81.0	NU-RDSCC	4.3
163	8/17/11	81.5	NU-RDSCC	4.3
164	8/17/11	82.0	NU-RDSCC	4.3
165	8/17/11	82.5	NU-RDSCC	4.3
166	8/17/11	83.0	NU-RDSCC	4.3
167	8/17/11	83.5	NU-RDSCC	4.3
168	8/17/11	84.0	NU-RDSCC	4.3
169	8/17/11	84.5	NU-RDSCC	4.3
170	8/17/11	85.0	NU-RDSCC	4.3
171	8/17/11	85.5	NU-RDSCC	4.3
172	8/17/11	86.0	NU-RDSCC	4.3
173	8/17/11	86.5	NU-RDSCC	4.3
174	8/17/11	87.0	NU-RDSCC	4.3
175	8/17/11	87.5	NU-RDSCC	4.3
176	8/17/11	88.0	NU-RDSCC	4.3
177	8/17/11	88.5	NU-RDSCC	4.3
178	8/17/11	89.0	NU-RDSCC	4.3
179	8/17/11	89.5	NU-RDSCC	4.3
180	8/17/11	90.0	NU-RDSCC	4.3

DETECTION NUMBER	DETECTION DATE	DETECTION DEPTH	DETECTION METHOD	DETECTION RESULTS
181	8/17/11	90.5	NU-RDSCC	4.3
182	8/17/11	91.0	NU-RDSCC	4.3
183	8/17/11	91.5	NU-RDSCC	4.3
184	8/17/11	92.0	NU-RDSCC	4.3
185	8/17/11	92.5	NU-RDSCC	4.3
186	8/17/11	93.0	NU-RDSCC	4.3
187	8/17/11	93.5	NU-RDSCC	4.3
188	8/17/11	94.0	NU-RDSCC	4.3
189	8/17/11	94.5	NU-RDSCC	4.3
190	8/17/11	95.0	NU-RDSCC	4.3
191	8/17/11	95.5	NU-RDSCC	4.3
192	8/17/11			

LOCATION	DATE	DEPTH	NO. DETECTED	NO. DETECTED	NO. DETECTED	NO. DETECTED
AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN
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LOCATION	DATE	DEPTH	NO. DETECTED	NO. DETECTED	NO. DETECTED	NO. DETECTED
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7	10/10/11	6-7	0	0	0	0
8	10/10/11	7-8	0	0	0	0
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11	10/10/11	10-11	0	0	0	0
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76						

ANALYST ANALYST DATE ANALYST ID	NO-ROSC		NO-ROSC		RESIDUAL LIMITS mg/kg
	mg/kg	mg/kg	mg/kg	mg/kg	
1	100	100	100	100	100
2	100	100	100	100	100
3	100	100	100	100	100
4	100	100	100	100	100
5	100	100	100	100	100
6	100	100	100	100	100
7	100	100	100	100	100
8	100	100	100	100	100
9	100	100	100	100	100

ANALYST ANALYST DATE ANALYST ID	NO-ROSC		NO-ROSC		RESIDUAL LIMITS mg/kg
	mg/kg	mg/kg	mg/kg	mg/kg	
1	100	100	100	100	100
2	100	100	100	100	100
3	100	100	100	100	100
4	100	100	100	100	100
5	100	100	100	100	100
6	100	100	100	100	100
7	100	100	100	100	100
8	100	100	100	100	100
9	100	100	100	100	100

ANALYST ANALYST DATE ANALYST ID	NO-ROSC		NO-ROSC		RESIDUAL LIMITS mg/kg
	mg/kg	mg/kg	mg/kg	mg/kg	
1	100	100	100	100	100
2	100	100	100	100	100
3	100	100	100	100	100
4	100	100	100	100	100
5	100	100	100	100	100
6	100	100	100	100	100
7	100	100	100	100	100
8	100	100	100	100	100
9	100	100	100	100	100

ANALYST ANALYST DATE ANALYST ID	NO-ROSC		NO-ROSC		RESIDUAL LIMITS mg/kg
	mg/kg	mg/kg	mg/kg	mg/kg	
1	100	100	100	100	100
2	100	100	100	100	100
3	100	100	100	100	100
4	100	100	100	100	100
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7	100	100	100	100	100
8	100	100	100	100	100
9	100	100	100	100	100

ANALYST ANALYST DATE ANALYST ID	NO-ROSC		NO-ROSC		RESIDUAL LIMITS mg/kg
	mg/kg	mg/kg	mg/kg	mg/kg	
1	100	100	100	100	100
2	100	100	100	100	100
3	100	100	100	100	100
4	100	100	100	100	100
5	100	100	100	100	100
6	100	100	100	100	100
7	100	100	100	100	100
8	100	100	100	100	100
9	100	100	100	100	100

ANALYST ANALYST DATE ANALYST ID	NO-ROSC		NO-ROSC		RESIDUAL LIMITS mg/kg
	mg/kg	mg/kg	mg/kg	mg/kg	
1	100	100	100	100	100
2	100	100	100	100	100
3	100	100	100	100	100
4	100	100	100	100	100
5	100	100	100	100	100
6	100	100	100	100	100
7	100	100	100	100	100
8	100	100	100	100	100
9	100	100	100	100	100

- NOTES:
1. ONLY DETECTED COMPOUNDS LISTED.
 2. NJ-ROSC REPRESENTS NEW JERSEY RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA.
 3. NJ-ROSC REPRESENTS NEW JERSEY IMPACT TO GROUNDWATER SOIL CLEANUP CRITERIA.
 4. SAMPLES L04, L05, L06, AND L07 ARE SIDEWALL SAMPLES TAKEN AT DEPTHS OF 7-9 FEET BELOW GROUND SURFACE.
 5. SAMPLE L2 IS A BOTTOM SAMPLE TAKEN AT A DEPTH OF 9-11 FEET BELOW GROUND SURFACE.

PLEASE CONSULT STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE MOST CURRENT LIST OF RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA. THE LIST IS SUBJECT TO CHANGE WITHOUT NOTICE. THE LIST IS AVAILABLE AT: <http://www.state.nj.gov/dep/soil/>. THE LIST IS SUBJECT TO CHANGE WITHOUT NOTICE. THE LIST IS AVAILABLE AT: <http://www.state.nj.gov/dep/soil/>. THE LIST IS SUBJECT TO CHANGE WITHOUT NOTICE. THE LIST IS AVAILABLE AT: <http://www.state.nj.gov/dep/soil/>.


 <p>GZA GeoEnvironmental of New York Engineering and Scientists</p> <p>200 West 25th Street New York, NY 10011 Tel: 212-312-2000 Fax: 212-312-2001</p>	<p>1 PARK EDGEWATER 45 River Road Edgewater, New Jersey</p> <p>RAA #2 Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267</p> <p>Dead Notice</p>	<p>Project No. 4109378.09</p> <p>Task B7-7</p>
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Exhibit C

Institutional and Engineering Controls

The Site has contaminants above the residential direct contact soil cleanup criteria; therefore the entire 3.6-acre parcel will be discussed in this deed notice. Institutional and engineering controls are both in place to prevent contact with the contaminated areas on-Site and to safeguard the health of the public and the environment due to the presence of historic fill material, residual roofing pitch, and soils with arsenic above direct contact soil remediation standards. Institutional controls include the zoning of the site and the recording of this Deed Notice. Engineering controls consist of building foundations, asphalt, concrete and vegetative caps and eliminating the potential for direct contact with contaminants.

The Site is currently being redeveloped for retail commercial purposes with buildings for retail spaces. Prior to the start of constructing the residential retail buildings, areas were excavated to remove pitch impacting groundwater and arsenic in soils over 600 ppm. These areas are shown on Exhibit B-1. Areas that were excavated were backfilled with clean fill.

The majority of the Site, with the exception of the footprint of the existing building, will be paved with an asphalt or concrete cap which will be used as parking lots and sidewalks as part of development. Various areas will also be capped with landscaping. These caps function as a barrier to keep the contaminated soil from spreading and resurfacing due to site activities or soil erosion.

All current and subsequent owners, operators, and lessees will be advised of the conditions on this Site and will be provided copies of the Deed Notice. Until the areas of contamination are remediated to the New Jersey unrestricted use standards, the institutional and engineering controls and restrictions shall remain in place.

Exhibit C-1: Deed Notice and Institutional Controls

Institutional controls are in place to limit potential exposure to the soils in the restricted area. The Site is currently zoned for commercial purposes. Placement of this Deed Notice constitutes an institutional control, as described below.

This Deed Notice acts as an institutional control by placing use restrictions at the Site. First, the restricted areas must not be disturbed in order to prevent human contact with soil. The existing engineering controls shall remain in place and shall be maintained as needed to prevent contact with the contaminated soil. If the restricted area is to be disturbed, necessary and appropriate health and safety measures must be used when working within the restricted areas. At a minimum measures must include notifying the NJDEP and monitoring for dust and volatile organic compounds. A Soil Management Plan will be established prior to any soil intrusive work at the Site. Following any work,

the restricted areas must be completed with engineering controls providing equivalent protection against direct contact as do the existing controls, or remediated to unrestricted use levels.

Exhibit C-2: Engineering Controls – Pavement Capped Areas

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course.

Exhibit C-3: Engineering Controls – Concrete Capped Areas

The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of ¾-inch clean crushed stone and 4-inches class B concrete.

Exhibit C-4: Engineering Controls –Paver Area

The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Exhibit C-5: Engineering Controls –Building Capped Area

The buildings will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

Exhibit C-6: Engineering Controls – Landscape Capped Areas

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.

A diagram of the engineering controls is included as Exhibit C-2 and C-6.

Monitoring and Inspection

At a minimum, the responsible party will monitor the engineering controls, including the Deed Notice, Fenced Areas and Capped Areas, (in the spring and in the fall) of the entire Site. During the site inspection, the integrity of the caps over the restricted use areas will be evaluated. Impermeable capped areas including the building foundation, sidewalks and asphalt will be examined for cracking, damage, loss and wear. Vegetative capped areas will be routinely evaluated for erosion and stressed vegetation. The responsible party will maintain a regular schedule for mowing and maintaining vegetative growth and reseeding/replanting on an as needed basis.

The results of each inspection and any maintenance of or disturbances to the engineering controls shall be documented either in a logbook retained on-Site and shall include dates of the inspection, name of the inspector, results of the inspection and condition of the engineering controls. If it is not possible to visually evaluate the integrity/performance of the engineering controls, sampling may be necessary. Documentation shall be maintained on-Site and made available to NJDEP on request.

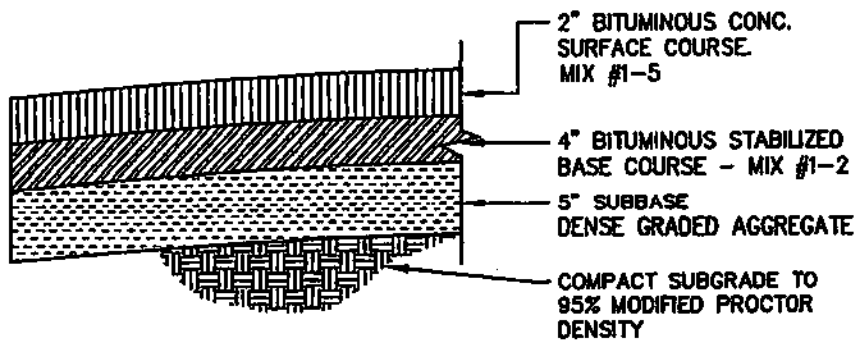
If any new standards, regulations or laws applying to the Site necessitate additional sampling at the Site in order to evaluate the protectiveness of the remedial action a sampling plan will be established with a health and safety plan.

Maintenance

Maintenance will be conducted as necessary to maintain the integrity of the caps and fencing. Following the required inspections, as detailed above, the caps over the restricted use areas will be maintained, and any unacceptable cracks, damage, or missing pavement will be repaired or replaced. Fencing will be repaired, after inspection, as necessary to ensure unauthorized site access.

Reporting

Pursuant to N.J.S.A. 58:10B-13.1, the responsible party shall submit to the NJDEP, a certification of the continued protectiveness of the institutional and engineering controls, on a biennial schedule. The biennial certification shall document the specific monitoring and maintenance activities conducted to maintain the engineering controls; that the current land use at the Property is consistent with the restrictions in the Deed Notice; and that the institutional and engineering controls at the Property continue to be protective of the public health and safety and of the environment.

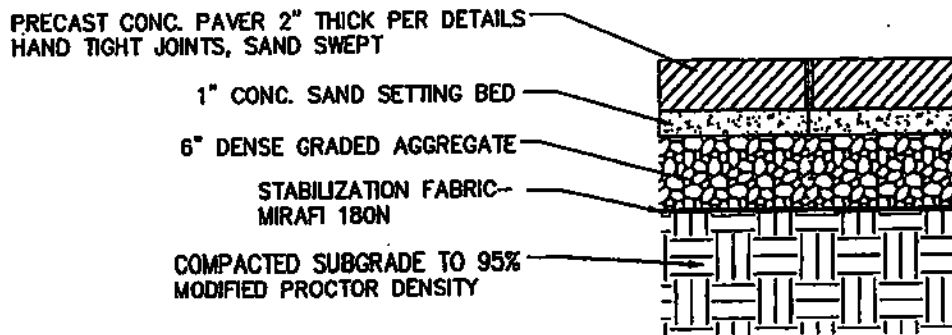


PAVEMENT DETAIL
NOT TO SCALE

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOTECHNICAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REPRODUCED, COPIED, OR SUFFERED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY OBLIGATION TO GZA.


Prepared By: GZA Geotechnical of New York Engineers and Scientists (212) 694-6146 104 West 29th Street, 10th Floor (212) 279-6100 New York, New York 10001 File Name: ech08 C-2.dwg Project Mgr: DW Reviewed By: CDD Designed By: PM Drawn By: JHT Revision No: Date/Time Released Rev: Aug 17, 2012-1:20pm	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
	Pavement Details Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267	Project No.: 410181318.08
	Deed Notice	Exhibit: C-2

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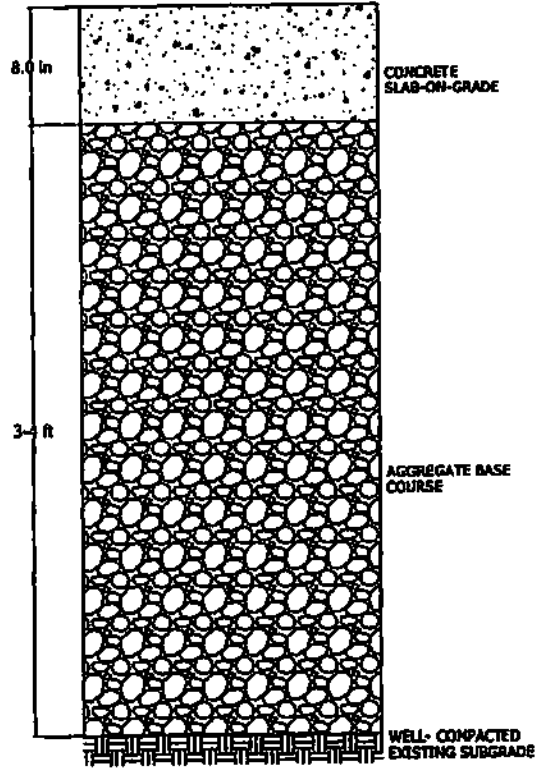


30"x30" PAVER DETAIL
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Prepared By:  CZA GeoEnvironmental of New York Engineers and Scientists (212) 804-6140 104 West 20th Street, 10th Floor (212) 879-6180 New York, New York 10011	I PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
	30" X 30" Paver Detail Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267	Project No. 410161318.08
File Name: exhibit C-4.dwg	Deed Notice	ENDR C-4
Project Mgr: DW Designed By: PM	Reviewed By: CEO Drawn By: MF	
Revision No.: Rev.	Date/Time Released: Aug 17, 2012-1:21pm	

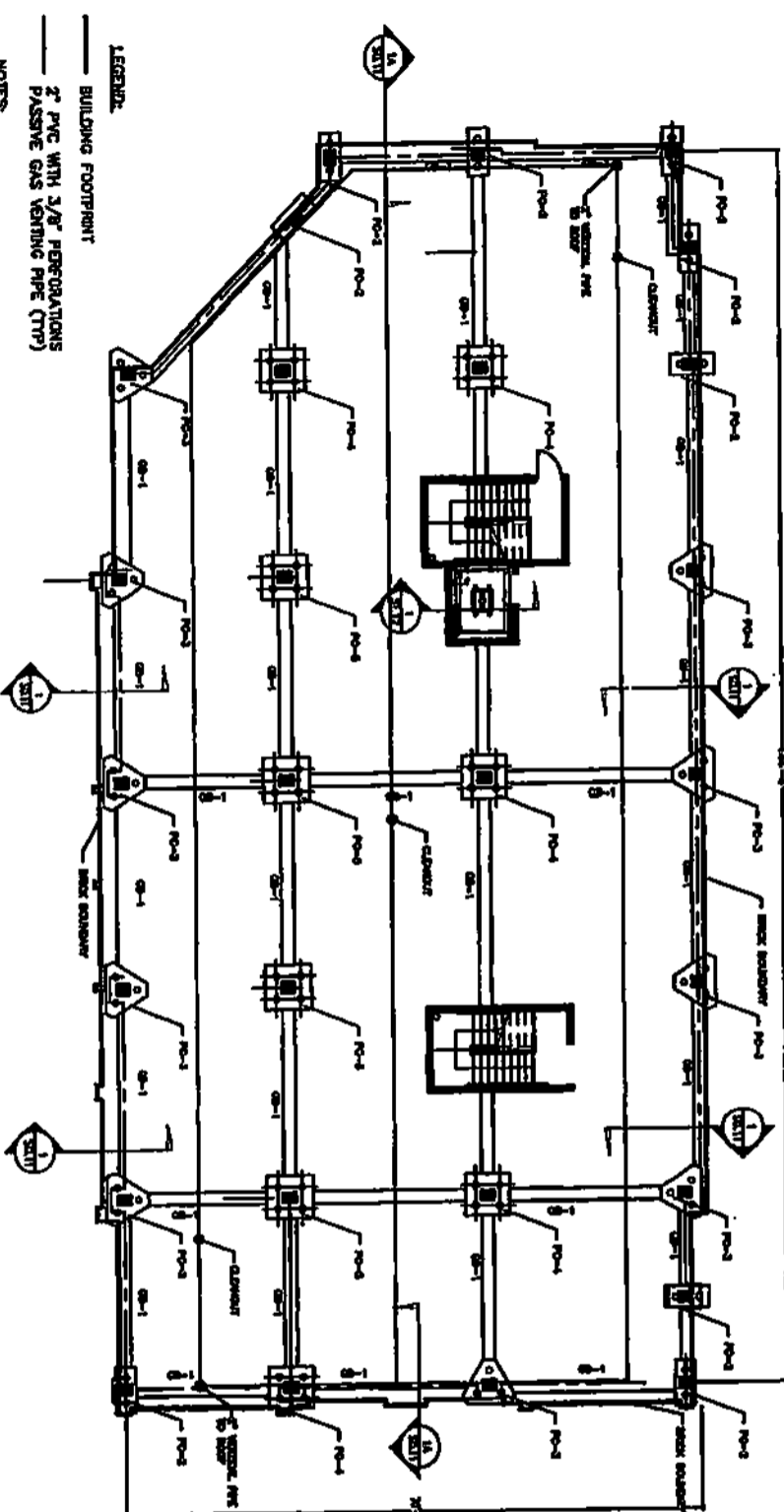
© 2011 - GZA GeoEnvironmental, Inc. GZA-4\1613003\410161318.00\Figures\CAD\DRAW\DEED NOTICE - RAA-2\exhibit C-5-1.dwg [C-5-1] August 17, 2012 - 1:22pm miguel.torres



CONCRETE BUILDING CAP SECTION

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOTECHNICAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR MODIFIED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

Prepared By: GZA GeoEnvironmental of New York Engineers and Scientists (212) 694-9140 100 West 29th Street, 10th Floor (212) 372-0180 New York, New York 10001 File Name: exhibit C-5-1.dwg Project Mgr: GB Reviewed By: CED Designed By: PM Drawn By: MF Revision: 01 Date/Time Revises: Aug 17, 2012-1:22pm	I. PARK EDGEWATER 45 River Road Edgewater, New Jersey	 SCALE: 1" = 1'
	Concrete Building Cap Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267	Project No. 410161318.08
	Deed Notice	GZA C-5-1

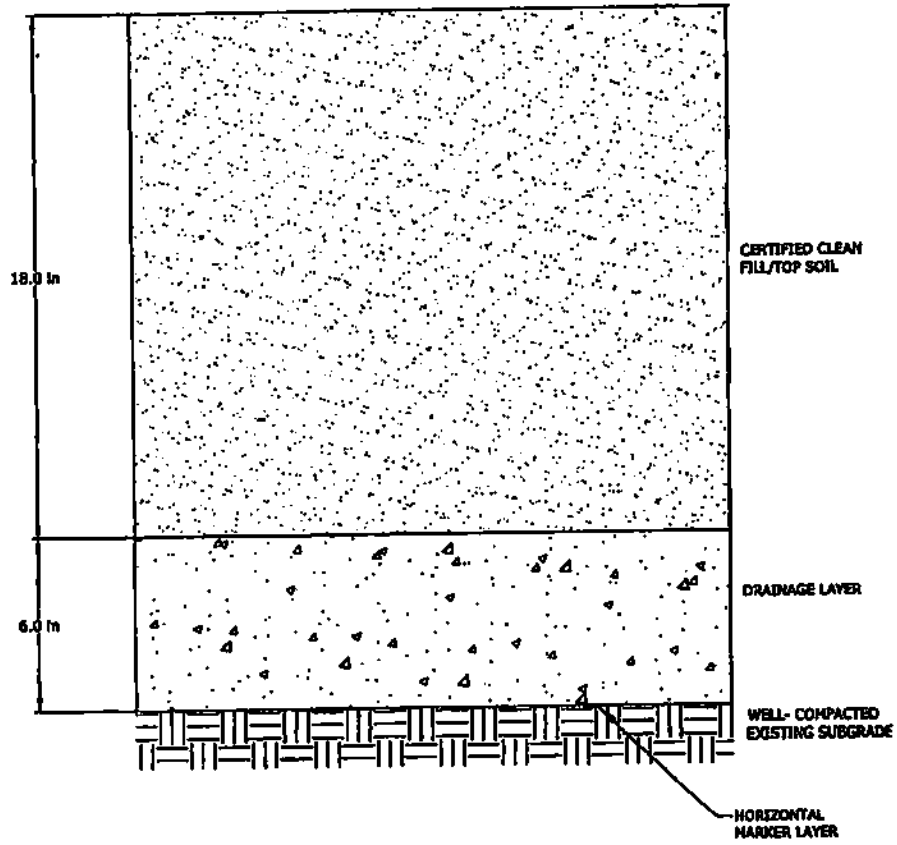


- LEGEND:**
- BUILDING FOOTPRINT
 - 2" PVC WITH 3/8" PERFORATIONS
 - PASSIVE GAS VENTING PIPE (TPP)
- NOTES:**
1. DATA FOR ALL ELEVATIONS GIVEN BASED ON MARK BUILDING FLOOR SLAB SHALL BE USGS ELEVATION 83.0' ± 0.0'
 2. FOR PILE CAP AND GRADE BEAM DETAILS SEE SH 5-0.11

UNLESS SPECIFICALLY NOTED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOSENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THIS DRAWING IS SOLELY FOR THE USE OF THE CLIENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GZA.

<p>GZA GeosEnvironmental of New York Architects and Engineers (212) 964-8100 100 West 29th Street, 10th Floor New York, NY 10001 (212) 279-8100</p>	<p>1 PARK EDGEWATER 46 River Road Edgewater, New Jersey</p>		<p>SCALE 0 10' 20' SCALE 1" = 20'</p>
	<p>Gas Vapor Barrier and Ventilation System 98, 99 and 100 ISRA CASE #E20030062 and #E20040287</p>		
<p>Prepared By: GDB Checked By: RA Reviewed By: GDB Design Date: Aug 17, 2012 Scale/Issue Date: Aug 17, 2012 - 12:23pm</p>	<p>Project Name: DRILLING C-S-2-A.dwg Drawing No: DRILLING C-S-2-A.dwg Revision No: 0</p>	<p>Project No. 410161318.08 Issue No. C-5-2A</p>	

© 2011 - GZA GeoEnvironmental, Inc. GZA-J:\161300's\410161318.00\Figures\CAD\DRAWING\DEED NOTICE - RA-2\exhibit C-6.dwg [C-6] August 17, 2012 - 1:25pm miguel.torres



TYPICAL SOIL CAP SECTION

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REPRODUCED, COPIED, OR INCORPORATED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR ADAPTION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.


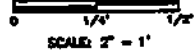
Prepared By  GZA GeoEnvironmental of New York Engineers and Scientists (212) 584-8140 104 West 29th Street, 10th Floor (312) 279-0160 New York, New York 10001 File Name: exhibit C-6.dwg	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	 SCALE: 2" = 1'
	Typical Soil Cap Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267	Project No. 410161318.08
Project Mgr: DW Designed By: PM Checked By: [blank] Reviewer: [blank]	Reviewed By: CDD Drawn By: MT Date/Time Released: Aug 17, 2012-1:23pm	Code C-6
Deed Notice		

Exhibit D

As-Built Conditions Engineering Controls

The entire Site contains contaminants above the non-residential direct-contact soil cleanup criteria. Soft pitch was excavated from areas around the former groundwater monitoring wells MW-1 and MW-70 and around the boring GZA-156. PCB impacted soils above 10 ppm were excavated from areas around LB-10 and GZA-34/MW-54. Areas that were excavated were filled with 1/4-inch gravel. Impermeable caps and a vegetative cap will completely cover the Site.

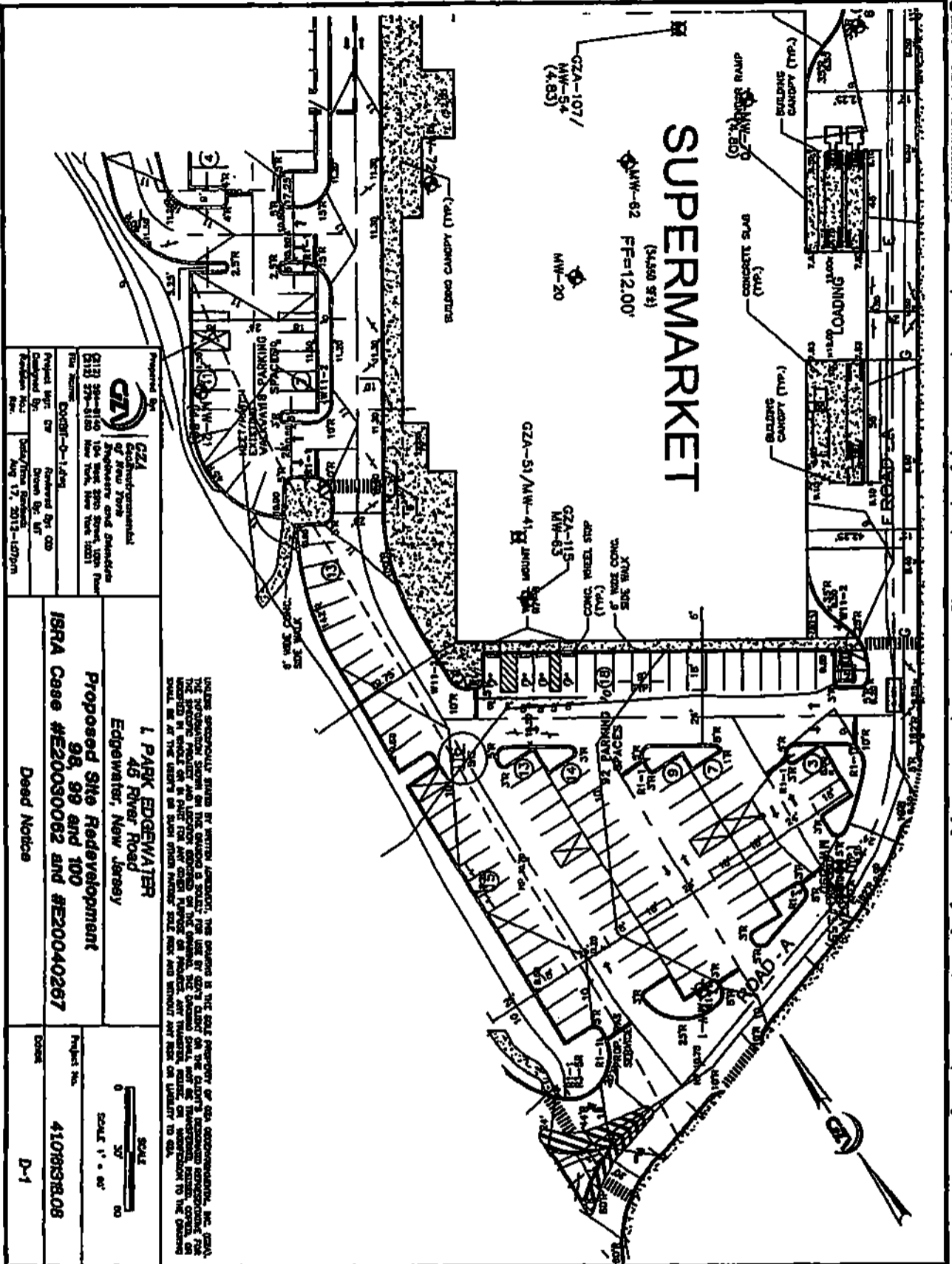
Capped Areas

The entire Site will be covered with pavement, concrete sidewalks, pavers, landscaping and/or the Supermarket building, as shown on **Exhibit D-1**.

The building will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course. The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of 3/4-inch clean crushed stone and 4-inches class B concrete. The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.



INDICATE SPECIFIC STAIRS BY SETTING LAMPPOSTS. THE DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. GZA, THE PROPRIETOR, SHALL BE THE DESIGNER & SOLE USER OF GZA'S LABOR ON THE CLIENT'S BEHALF AND GZA'S LABOR SHALL BE THE SOLE PROPERTY OF GZA. THE PROJECT'S PROGRESS AND LOCATION SHOWN ON THE DRAWING, THE DRAWING SHALL NOT BE TRANSMITTED, REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF GZA. ANY TRANSMISSION, REPRODUCTION, COPIING, OR USE OF THIS DRAWING SHALL BE AT THE USER'S OWN RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

GZA
GeoEnvironmental
of New York
Engineers and Architects
6121 29th Street, 10th Floor
New York, NY 10013
Tel: 212 512-2100
Fax: 212 512-2100

Project Name: EXHIBIT-D-1.dwg
Project Mgr: GZA
Designed By: GZA
Checked By: GZA
Date/Time: Aug 17, 2012 - 1:07pm

1 PARK EDGEWATER
46 River Road
Edgewater, New Jersey

Proposed Site Redevelopment
98, 99 and 100
ISRA Case #E20030062 and #E20040267

Deed Notice

Project No. 410831808
Scale 1" = 60'
Sheet D-1

2
38-113



12-114231 Deed
V Bk: 01211 Pg: 1890-1927 Rec. Fee \$413.00
John S. Hogan, Bergen County Clerk
Recorded 12/06/2012 11:33:31 AM

**DEED NOTICE
REMEDIAL ACTION AREA #5
45 RIVER ROAD
EDGEWATER, NEW JERSEY
ISRA CASE #E20030062 and
#E20040267**

PREPARED FOR:

New Jersey Department of Environmental Protection
Bureau of Industrial Site Remediation
401 East State Street
P.O. Box 432
Trenton, New Jersey 08625

PREPARED On behalf of and by:

i.park Edgewater, LLC
Two Main Street Edgewater LLC
485 West Putnam Avenue
Greenwich, Connecticut 06830

By: _____
Printed Name: Joseph Cotter, President

August 2012
File No. 41.0161318.08

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**Record & Return
Madison Title Agency LLC
1125 Ocean Avenue
Lakewood, NJ 08701**

080135

Deed Notice

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: _____
[Signature]



Joseph Cotter, President
[Print name below signature]

Recorded by:

[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the 9th day of October, 2012, by *i.Park Edgewater, LLC and Two Main Street Edgewater LLC* (together with his/her/its/their successors and assigns, collectively "Owner").

1. **THE PROPERTY.** *i.Park Edgewater, LLC and Two Main Street Edgewater LLC* are the owners in fee simple of certain real property designated as Blocks 96 and 97 on the tax map of the Borough of Edgewater, Bergen County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is ISRA Case #E20030062 and E20040267; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. **DEPARTMENT'S ASSIGNED BUREAU.** The Bureau of Industrial Site Remediation was the New Jersey Department of Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was Case No. #E20030062 and E20040267.

3. **SOIL CONTAMINATION.** *i.Park Edgewater, LLC* has remediated contaminated soil at the Property, and the New Jersey Department of Environmental Protection approved a remedial action on May 18, 2010, such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific

location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. **CONSIDERATION.** In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. **RESTRICTED AREAS.** Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

5B. **ENGINEERING CONTROLS.** Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.]

6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

ii. Notwithstanding subparagraph 6A.i., above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

6B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies the Department of Environmental Protection when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the Department of Environmental Protection of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413]

7A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Deed Notice, and certify to the Department on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due

to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded:

7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the Property prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases,

subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Areas at the Property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the

Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

13. MODIFICATION AND TERMINATION.

i. Any person may request in writing, at any time, that the Department modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the Property, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk of Bergen County, New Jersey, expressly modifying or terminating this Deed Notice.

14A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Site Location Map - A map that identifies the location of the Site and important geographical features in the area of the Property;

ii. Exhibit A-2: Metes and Bounds Description - A metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system;

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the summary data tables on the figures described in the following paragraph.

ii. Exhibit B1-1 through B1-2: Restricted Area Summary Data Table Figures - A separate summary table for each sample location that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample depth below ground surface;

(C) Name of each detected contaminant;

(D) The restricted direct contact soil clean up criteria and impact to groundwater soil clean up criteria for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each depth or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2.

14C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those describe above, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Deed Notice; and

(3) The objective of the restrictions.

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the Property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the Property is consistent with the restrictions in this Deed Notice; and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Asphalt Capped Areas: Exhibit C-2 includes a narrative description of asphalt capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iii. Exhibit C-3: Concrete Capped Areas: Exhibit C-3 includes a narrative description of concrete capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iv. Exhibit C-4: Paver Capped Areas: Exhibit C-2 includes a narrative description of paver capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

- (1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;**
- (2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;**
- (3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;**
- (4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;**
- (5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and**
- (6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.**

(C) Description of the following items that will be included in the biennial certification:

- (1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;**
- (2) The engineering controls continue to operate as designed; and**
- (3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.**

v. Exhibit C-5: Building Capped Areas: Exhibit C-5 includes a narrative description of building capped areas as follows:

(A) General Description of the engineering control:

- (1) Description of the engineering control;**
- (2) The objective of the engineering control; and**

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

vi. Exhibit C-6: Landscaped Capped Areas: Exhibit C-6 includes a narrative description of landscaped capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

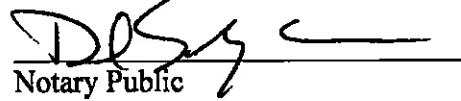
(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

STATE OF New York)
) SS.
COUNTY OF Westchester)

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Two Main Street Edgewater LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of October, 2012.



Notary Public

Type or Print Name:

My commission expires

DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC064025
Qualified in Orange County
Commission Expires Aug. 25, 2013

EXHIBIT A

Site Description

Site Vicinity

The property is designated as Proposed Lot 1.02 on sections of Blocks 96 and 97 in the Borough of Edgewater, Bergen County, New Jersey (hereinafter "Site"). A site vicinity map locating the Property is attached as **Exhibit A-1**. The vicinity around the Site is developed primarily with commercial and residential properties.

Property Description

The Site has the address 45 River Road, Edgewater, New Jersey. A metes and bounds plan of the property is provided as **Exhibit A-2**.

The Site consists of all that certain tract, parcel and lot of land lying and being situated in the Borough of Edgewater, County of Bergen, State of New Jersey, being more particularly described as follows:

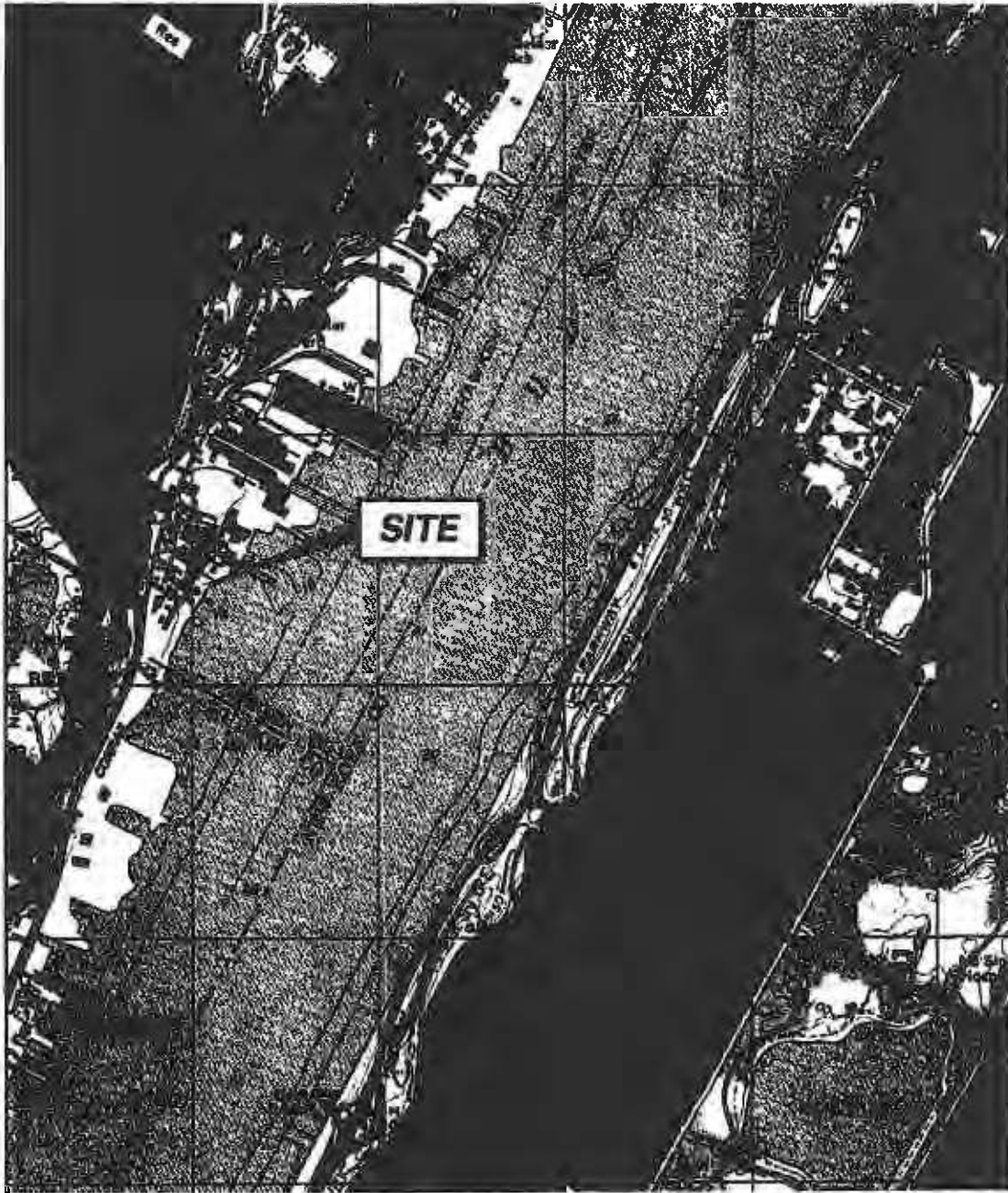
BEGINNING at the iron pin/cap set located on the northern border of the lot

1. North 33 degrees 02 minutes 33 seconds East a distance of 25.96 feet to a point, thence
2. South 56 degrees 57 minutes 27 seconds East a distance of 156.00 feet to a point, thence
3. South 30 degrees 00 minutes 57 seconds West a distance of 307.90 feet to a point, thence
4. Along a curve to the right having a radius of 55.00 feet, an arc length of 48.34 feet, and whose chord bears South 82 degrees 13 minutes 57 seconds West a chord distance of 46.80 feet to a point of tangency, thence
5. North 59 degrees 59 minutes 03 seconds West a distance of 161.03 feet to a point, thence
6. North 30 degrees 00 minutes 57 seconds East a distance of 189.34 feet to a point, thence
7. North 59 degrees 59 minutes 03 seconds West a distance of 49.76 feet to a point, thence
8. North 32 degrees 50 minutes 14 seconds East a distance of 134.16 feet to a point, thence

9. South 56 degrees 70 minutes 40 seconds East a distance of 84.15 feet to a point, thence
10. Along the curve to the right having a radius of 20.00 feet, an arc length of 27.38 feet, and whose chord bears South 40 degrees 59 minutes 39 seconds East a chord distance of 25.29 feet to the place of BEGINNING;

Containing a calculated area of 85,510.47 square feet or 1.963 acres.

© 2011 - GZA GeoEnvironmental, Inc. GZA-J:\161300's\41.0161318.00\Figures\CAD\DRAW\DEED NOTICE - RAA-5\exhibit A-1.dwg [A-1] August 17, 2012 - 1:43pm miguel.torres



ACKNOWLEDGEMENT:
 FIGURE BASED ON U.S. GEOLOGICAL SURVEY, CENTAL PARK
 QUADRANGLE (7.5 MINUTE SERIES TOPOGRAPHIC MAP),
 DATED 1988, PHOTOREVISED 1979




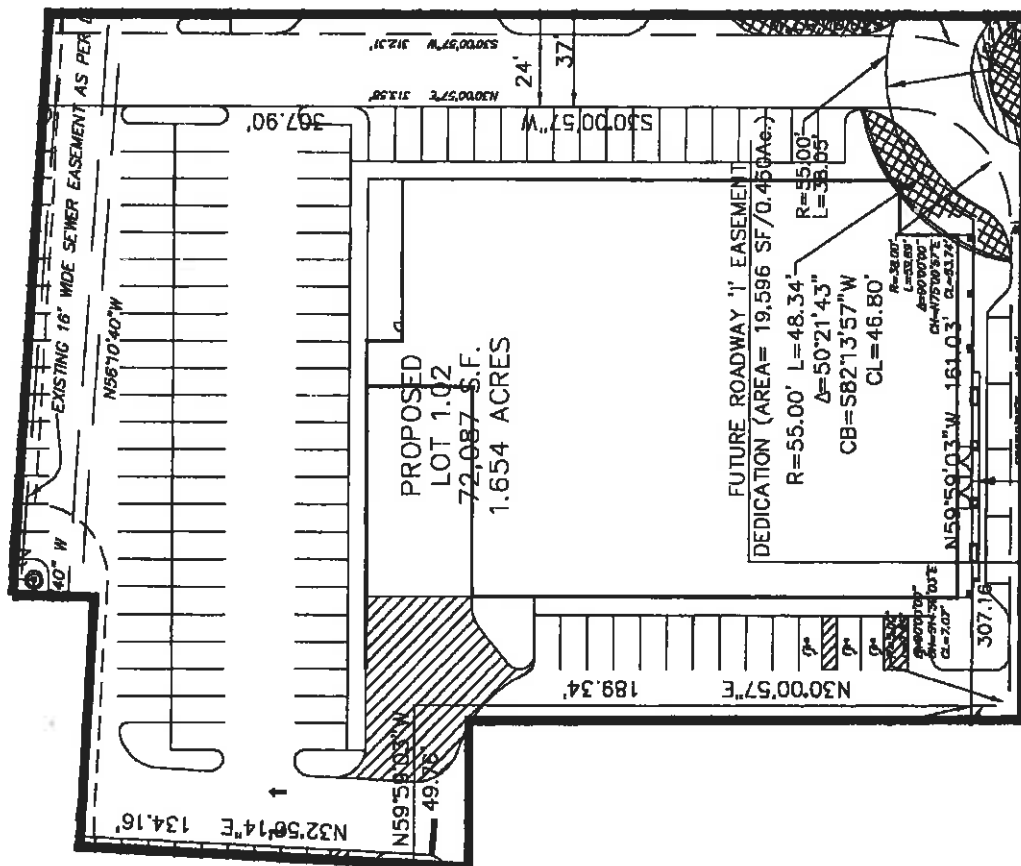
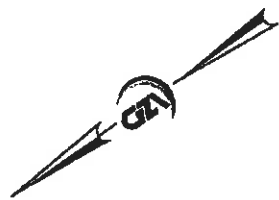
Prepared By:  GZA <i>GeoEnvironmental of New York Engineers and Scientists</i>	
(212) 584-8140 104 West 28th Street, 10th Floor (212) 279-8150 New York, New York 10001	
File Name: exhibit A-1.dwg	
Project Mgr: DW Designed By: DW	Reviewed By: CED Drawn By: MT
Revision No.: Rev.	Date/Time Revised: Aug 17, 2012-1:43pm

L PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

Site Location Plan
Blocks 96 and 97
ISRA Case #E20030062 and #E20040267

Deed Notice

SCALE 
Project No. 410161318.08
Exhibit A-1



GZA-J:\181300\g\41-0161318.D0\Figures\CAD\DEED NOTICE RAA-1 7-2011\EXHIBIT-A-2.dwg [RAA-5 A-2] August 17, 2012 - 1:48pm miguel.torres

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR MODIFIED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTIES' SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.


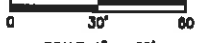
Prepared By:  GZA <i>Geo-Environmental of New York Engineers and Scientists</i> (212) 594-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001	I. PARK EDGEWATER 45 River Road Edgewater, New Jersey		SCALE  SCALE 1" = 60'
	Metes and Bounds Plan Blocks 96 and 97 ISRA CASE #E20030062 and #E20040267		Project No. 410161318.08
File Name: EXHIBIT-A-2.dwg	Project Mgr: DW Reviewed By: CEO Designed By: PM Drawn By: MT		Exhibit No. A-2
Revision No.: Rev.	Date/Time Revised: Aug 17, 2012--1:48pm		

EXHIBIT B

Description of Affected Areas

Current Site Conditions

The Site is approximately 2.0 acre parcel located on Proposed Lot 1.02. The Site is located in the northeast section of the Property situated on portions of Blocks 96 and 97. The Property is currently in the process of redevelopment for mixed use residential and commercial purposes. Land use in the vicinity of the Property is a mix of residential, industrial and commercial uses. The ongoing redevelopment of the Hudson River waterfront in Edgewater has shifted the predominant land use from industrial to a mix of residential and commercial.

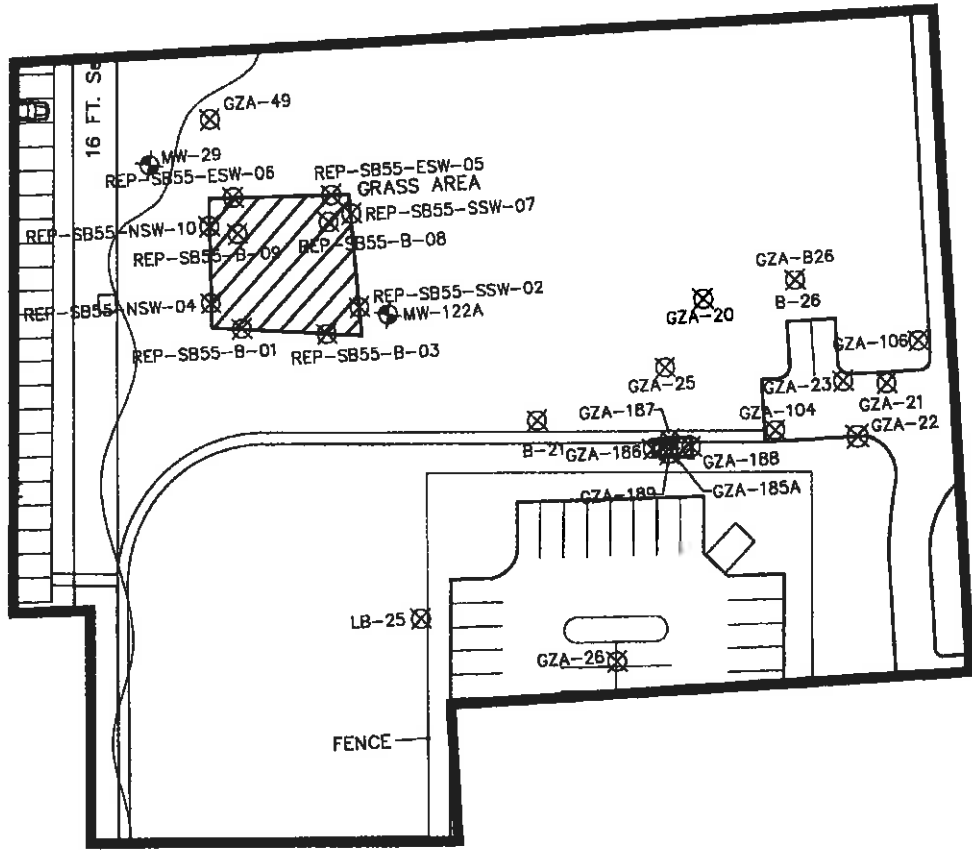
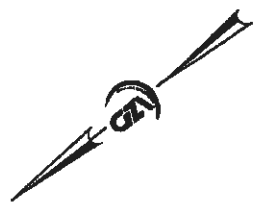
Proposed Site conditions are depicted on **Exhibit A-3**.

Mixed Use Residential Area Descriptions

The Property redevelopment plan calls for utilizing the Property as a mixed use residential and retail commercial facility. One new structure (Building C2/L) will be built partially on-Site **Exhibit A-3**. The proposed redevelopment plan incorporates engineered controls to eliminate exposure scenarios. In addition, the proposed location for this building has been carefully evaluated and selected based upon the known extent of contamination associated with the Quanta site. The current plan leaves a 150 foot zone comprised only of surface parking between the northern property line and the proposed structures. Development of the Site will remain flexible until the USEPA has completed its remedial investigation and issued a record of decision (ROD) for Quanta related groundwater and coal tar related impacts. The development plan contains a certain amount of flexibility to incorporate findings of the site investigations associated with Quanta. Specifically, the locations of parking garage structures can be modified based upon the extent of contamination associated with Quanta and the ROD.

Remaining Contamination




Soil sample locations are shown on **Exhibit B-1**. Exhibits **B1-1** through **B1-2** summarize the analytical results of soil samples and lists detected compounds and exceedances of the New Jersey Department of Environmental Protection's Soil Cleanup Criteria (NJDEP NRSCC or IGWSCC).




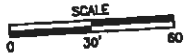
NOTES:

1. BORINGS ON THIS FIGURE WHICH ARE LOCATED IN AREAS EXCAVATED DURING THE REMEDIAL ACTION PERFORMED BETWEEN SEPTEMBER 2010 AND JANUARY 2011 REPRESENT BOTTOM SAMPLES USED FOR DELINEATION.

LEGEND:

-  MONITORING WELL LOCATION
-  BORING LOCATION
-  EXCAVATION AREA

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Prepared By:  GZA Geotechnical of New York Engineers and Scientists (212) 594-8140 104 West 29th Street, 10th Floor (212) 278-6180 New York, New York 10001 File Name: EXHIBIT-B1.dwg Project Mgr: DW Designed By: PM Revision No.: Rev.	I. PARK EDGEWATER 45 River Road Edgewater, New Jersey	SCALE  SCALE 1" = 60'
	RAA #5 Blocks 96 and 97 ISRA CASE #E20030062 and #E20040267 Deed Notice	Project No. 410181318.08 Figure No. B1

GZA-J:\161300\410181318.DD\Figures\CAD\DEED NOTICE RAA-1 7-2011\EXHIBIT-B1.dwg [RAA-5 B1] August 17, 2012 - 1:50pm miguel.torres

Location	Method of Sampling	Depth (ft)	Parameter	Result	Unit
GZA-136	Hand-dug Well	3	Asbestos	0.0	ppm
			Lead	0.0	ppm
			Cadmium	0.0	ppm
GZA-137	Hand-dug Well	3	Asbestos	0.0	ppm
			Lead	0.0	ppm
			Cadmium	0.0	ppm

Location	Method of Sampling	Depth (ft)	Parameter	Result	Unit
GZA-136	Hand-dug Well	3	Asbestos	0.0	ppm
			Lead	0.0	ppm
			Cadmium	0.0	ppm
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Location	Method of Sampling	Depth (ft)	Parameter	Result	Unit
GZA-136	Hand-dug Well	3	Asbestos	0.0	ppm
			Lead	0.0	ppm
			Cadmium	0.0	ppm
GZA-137	Hand-dug Well	3	Asbestos	0.0	ppm
			Lead	0.0	ppm
			Cadmium	0.0	ppm

Location	Method of Sampling	Depth (ft)	Parameter	Result	Unit
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			Cadmium	0.0	ppm

Location	Method of Sampling	Depth (ft)	Parameter	Result	Unit
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Location	Method of Sampling	Depth (ft)	Parameter	Result	Unit
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			Lead	0.0	ppm
			Cadmium	0.0	ppm

Location	Method of Sampling	Depth (ft)	Parameter	Result	Unit
GZA-136	Hand-dug Well	3	Asbestos	0.0	ppm
			Lead	0.0	ppm
			Cadmium	0.0	ppm
GZA-137	Hand-dug Well	3	Asbestos	0.0	ppm
			Lead	0.0	ppm
			Cadmium	0.0	ppm

Location	Sample Depth, feet bgs	Laboratory Analytic Tolerances
GZA-136	7.5-8	35
GZA-136	8.5-9	30
GZA-136	9.5-10	180

Location	Method of Sampling	Depth (ft)	Parameter	Result	Unit
GZA-136	Hand-dug Well	3	Asbestos	0.0	ppm
			Lead	0.0	ppm
			Cadmium	0.0	ppm
GZA-137	Hand-dug Well	3	Asbestos	0.0	ppm
			Lead	0.0	ppm
			Cadmium	0.0	ppm

- NOTES:
1. ONLY DETECTED COMPOUNDS LISTED.
 2. THE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA FOR ARSENIC IS 20 mg/kg.

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Prepared By: **GZA GeoEnvironmental**
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 Engineers and Scientists
 (212) 564-8140
 (212) 279-8180
 104 West 20th Street, 10th Floor
 New York, New York 10011

Project No.: **EXHIBIT-81.dwg**
 Project Mgr: **DW**
 Design: **DM**
 Rev: **Aug 17, 2012 - 1:51pm**

1 PARK EDGEWATER
45 River Road
Edgewater, New Jersey

RAA #5
Blocks 96 and 97
ISRA Case #E20030062 and #E20040267
Deed Notice

Project No.: **410161318.08**
 Exhibit: **B1-1**

Exhibit C

Institutional and Engineering Controls

The Site has contaminants above the residential direct contact soil cleanup criteria; therefore the entire 2.0-acre parcel will be discussed in this deed notice. Institutional and engineering controls are both in place to prevent contact with the contaminated areas on-Site and to safeguard the health of the public and the environment due to the presence of historic fill material, residual petroleum contaminated soils, and soils with arsenic above direct contact soil remediation standards. Institutional controls include the zoning of the site to mixed use residential and commercial purposes and the recording of this Deed Notice. Engineering controls consist of building foundations, asphalt, concrete and vegetative caps and eliminating the potential for direct contact with contaminants.

The Site is currently being redeveloped for commercial purposes with a building for retail space. Prior to the start of constructing the retail space building, areas were excavated to remove arsenic in soils over 600 ppm. These areas are shown on **Exhibit B-1**. Areas that were excavated were backfilled with clean fill.

The majority of the Site, with the exception of the footprint of the proposed building, will be paved with an asphalt or concrete cap which will be used as parking lots and sidewalks as part of development. Various areas will also be capped with landscaping. These caps function as a barrier to keep the contaminated soil from spreading and resurfacing due to site activities or soil erosion.

All current and subsequent owners, operators, and lessees will be advised of the conditions on this Site and will be provided copies of the Deed Notice. Until the areas of contamination are remediated to the New Jersey unrestricted use standards, the institutional and engineering controls and restrictions shall remain in place.

Exhibit C-1: Deed Notice and Institutional Controls

Institutional controls are in place to limit potential exposure to the soils in the restricted area. The Site is currently zoned mixed use residential and commercial. Placement of this Deed Notice constitutes an institutional control, as described below.

This Deed Notice acts as an institutional control by placing use restrictions at the Site. First, the restricted areas must not be disturbed in order to prevent human contact with soil. The existing engineering controls shall remain in place and shall be maintained as needed to prevent contact with the contaminated soil. If the restricted area is to be disturbed, necessary and appropriate health and safety measures must be used when working within the restricted areas. At a minimum measures must include notifying the NJDEP and monitoring for dust and volatile organic compounds. A Soil Management Plan will be established prior to any soil intrusive work at the Site. Following any work, the restricted areas must be completed with engineering controls providing equivalent

protection against direct contact as do the existing controls, or remediated to unrestricted use levels. Second, the Property shall not be used in a residential capacity while this deed notice is in place. If the Property is to be used in a residential capacity, an appropriate remedy must be agreed upon with NJDEP.

Exhibit C-2: Engineering Controls – Pavement Capped Areas

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course.

Exhibit C-3: Engineering Controls – Concrete Capped Areas

The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of ¾-inch clean crushed stone and 4-inches class B concrete.

Exhibit C-4: Engineering Controls –Paver Area

The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Exhibit C-5: Engineering Controls –Building Capped Area

The buildings will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

Exhibit C-6: Engineering Controls – Landscape Capped Areas

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.

A diagram of the engineering controls is included as **Exhibit C-2 and C-6.**

Monitoring and Inspection

At a minimum, the responsible party will monitor the engineering controls, including the Deed Notice, Fenced Areas and Capped Areas, (in the spring and in the fall) of the entire Site. During the site inspection, the integrity of the caps over the restricted use areas will be evaluated. Impermeable capped areas including the building foundation, sidewalks and asphalt will be examined for cracking, damage, loss and wear. Vegetative capped areas will be routinely evaluated for erosion and stressed vegetation. The responsible party will maintain a regular schedule for mowing and maintaining vegetative growth and reseeding/replanting on an as needed basis.

The results of each inspection and any maintenance of or disturbances to the engineering controls shall be documented either in a logbook retained on-Site and shall include dates of the inspection, name of the inspector, results of the inspection and condition of the engineering controls. If it is not possible to visually evaluate the integrity/performance of the engineering controls, sampling may be necessary. Documentation shall be maintained on-Site and made available to NJDEP on request.

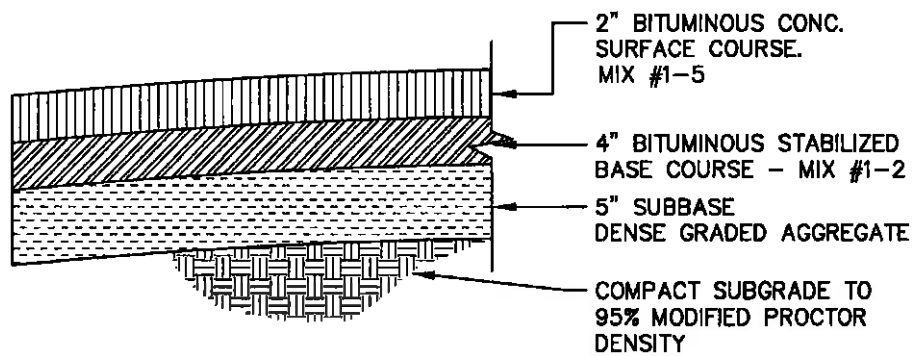
If any new standards, regulations or laws applying to the Site necessitate additional sampling at the Site in order to evaluate the protectiveness of the remedial action a sampling plan will be established with a health and safety plan.

Maintenance

Maintenance will be conducted as necessary to maintain the integrity of the caps and fencing. Following the required inspections, as detailed above, the caps over the restricted use areas will be maintained, and any unacceptable cracks, damage, or missing pavement will be repaired or replaced. Fencing will be repaired, after inspection, as necessary to ensure unauthorized site access.


Reporting

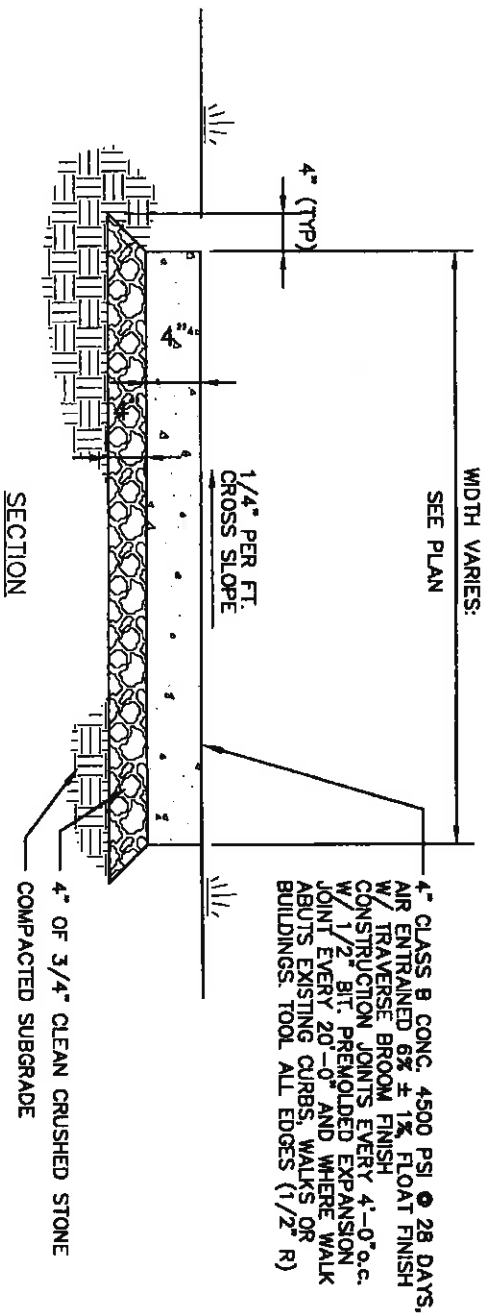
Pursuant to N.J.S.A. 58:10B-13.1, the responsible party shall submit to the NJDEP, a certification of the continued protectiveness of the institutional and engineering controls, on a biennial schedule. The biennial certification shall document the specific monitoring and maintenance activities conducted to maintain the engineering controls; that the current land use at the Property is consistent with the restrictions in the Deed Notice; and that the institutional and engineering controls at the Property continue to be protective of the public health and safety and of the environment.



PAVEMENT DETAIL
NOT TO SCALE

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Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 594-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001	L PARK EDGEWATER 45 River Road Edgewater, New Jersey		NOT TO SCALE	
	Pavement Details Blocks 96 and 97 ISRA CASE #E20030062 and #E20040267		Project No. 410161318.08	
	File Name: exhibit C-2.dwg	Project Mgr: DW Designed By: PM	Reviewed By: CEO Drawn By: MT	Exhibit C-2
	Revision No.: Rev.	Date/Time Revised: Aug 17, 2012-1:53pm	Deed Notice	



CONCRETE SIDEWALK

NOT TO SCALE

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Prepared By:  GZA GeoEnvironmental 97 New York 10011 (212) 564-8140 (212) 278-8180 New York, New York 10011	1 PARK EDGEWATER 45 River Road Edgewater, New Jersey Concrete Sidewalk Details Blocks 96 and 97 ISRA Case #E20030062 and #E20040267 Deed Notice	Project No. 4106131808 Exhibit C-3
Project Mgr: DW Designed By: MR Drawn By: MR Checked By: CEO Date/Time Saved: Aug 17, 2012 - 1:54pm	File Name: exhibit C-3.dwg	NOT TO SCALE

© 2011 - GZA GeoEnvironmental, Inc. GZA-J:\161300's\4.0161318.00\Figures\CAD\DRAW\DEED NOTICE - RAA-5\exhibit C-4.dwg [C-4] August 17, 2012 - 1:54pm miguel.torres

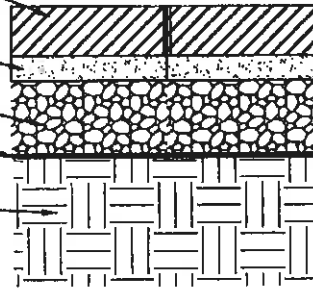
PRECAST CONC. PAVER 2" THICK PER DETAILS
 HAND TIGHT JOINTS, SAND SWEPT

1" CONC. SAND SETTING BED

6" DENSE GRADED AGGREGATE


STABILIZATION FABRIC-
MIRAFI 180N

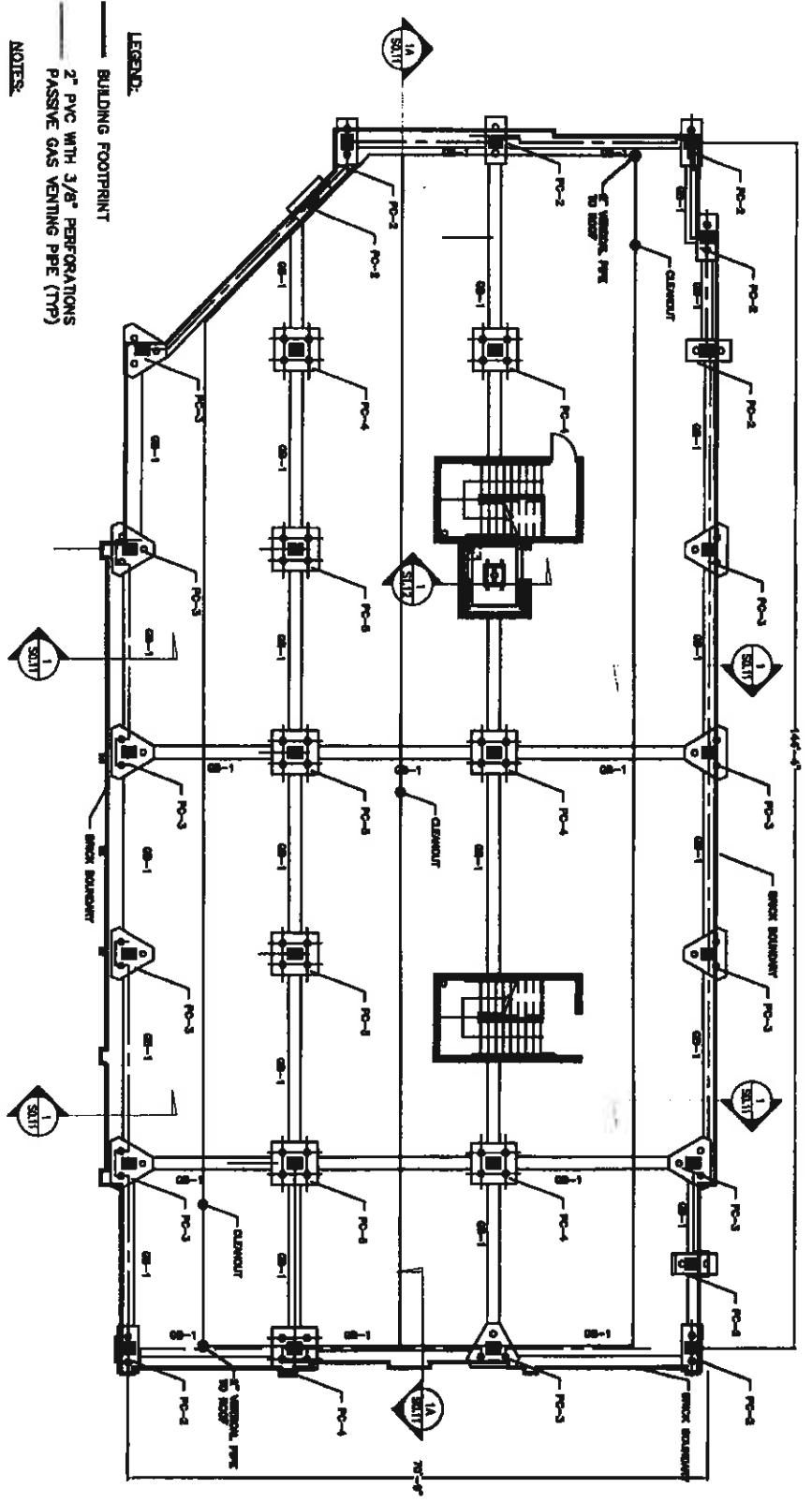
COMPACTED SUBGRADE TO 95%
MODIFIED PROCTOR DENSITY



30"x30" PAVER DETAIL
 NOT TO SCALE

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR MODIFIED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTIES' SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

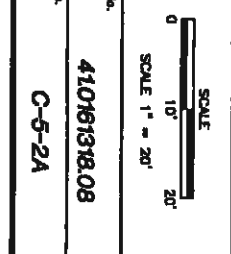
Prepared By:  GZA <i>GeoEnvironmental of New York Engineers and Scientists</i> (212) 694-8140 104 West 29th Street, 10th Floor (212) 278-8180 New York, New York 10001	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
File Name: exhibit C-4.dwg	30" X 30" Paver Detail Blocks 96 and 97 ISRA CASE #E20030062 and #E20040267	Project No. 410161318.08
Project Mgr: DW Reviewed By: CEO Designed By: PM Drawn By: MT	Deed Notice	Exhibit C-4
Revision No.: Rev.	Date/Time Revised: Aug 17, 2012-1:54pm	



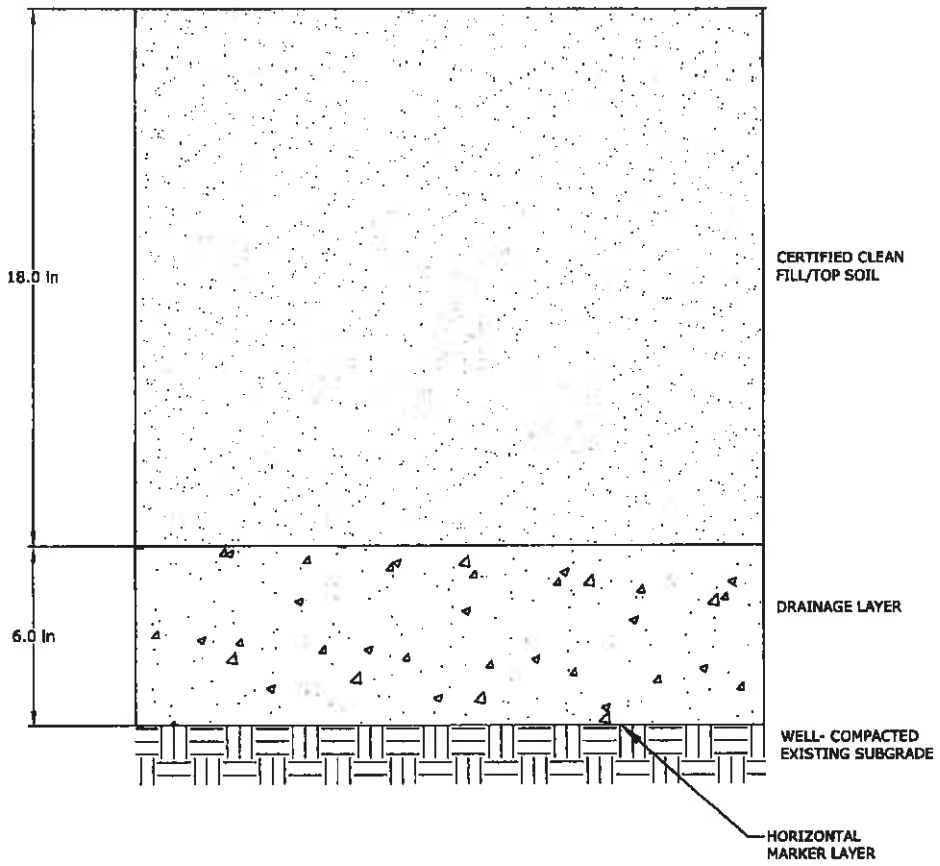
- LEGEND:**
- BUILDING FOOTPRINT
 - 2" PVC WITH 3/8" PERFORATIONS
 - PASSIVE GAS VENTING PIPE (TYP)
- NOTES:**
1. DATUM FOR ALL ELEVATIONS GIVEN BASED ON MAIN BUILDING FLOOR SLAB SHALL BE USGS ELEVATION 8.30' = 0.0'
 2. FOR PILE CAP AND GRADE BEAM DETAILS SEE SH S-0.11

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<p>Prepared By: GZA GeoEnvironmental of New York Engineers and Scientists (212) 564-8140 104 West 28th Street, 10th Floor (212) 476-8160 New York, New York 10001</p>	<p>Project: Gas Vapor Barrier and Ventilation System Blocks 96 and 97 ISRA CASE #E20030062 and #E20040267</p>	<p>Project No.: 410161318.08</p>
<p>Project Mgr: OW Reviewed By: CEO</p>	<p>Design: PA Drawn By: MT</p>	<p>Revision No.: 1 Date/Time Revises: Aug 17, 2012-1:57pm</p>
<p>1 PARK EDGEWATER 45 River Road Edgewater, New Jersey</p>		<p>Figure No.: C-5-2A</p>



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TYPICAL SOIL CAP SECTION

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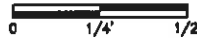
Prepared By:  GZA <i>GeoEnvironmental of New York Engineers and Scientists</i> (212) 594-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001 File Name: exhibit C-6.dwg	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	 SCALE: 2" = 1'
	Typical Soil Cap Blocks 96 and 97 ISRA Case #E20030062 and #E20040267	Project No. 410161318.08
Project Mgr: DW Designed By: PM Revision No.: Rev.	Revised By: CEO Drawn By: MT Date/Time Revised: Aug 17, 2012-1:56pm	Exhibit C-6

Exhibit D

As-Built Conditions Engineering Controls

The entire Site contains contaminants above the non-residential direct-contact soil cleanup criteria. Areas with arsenic were excavated to a remediation level agreed upon by the NJDEP of 600 ppm. Areas that were excavated were filled with 1/4-inch gravel. Impermeable caps and a vegetative cap will completely cover the Site.

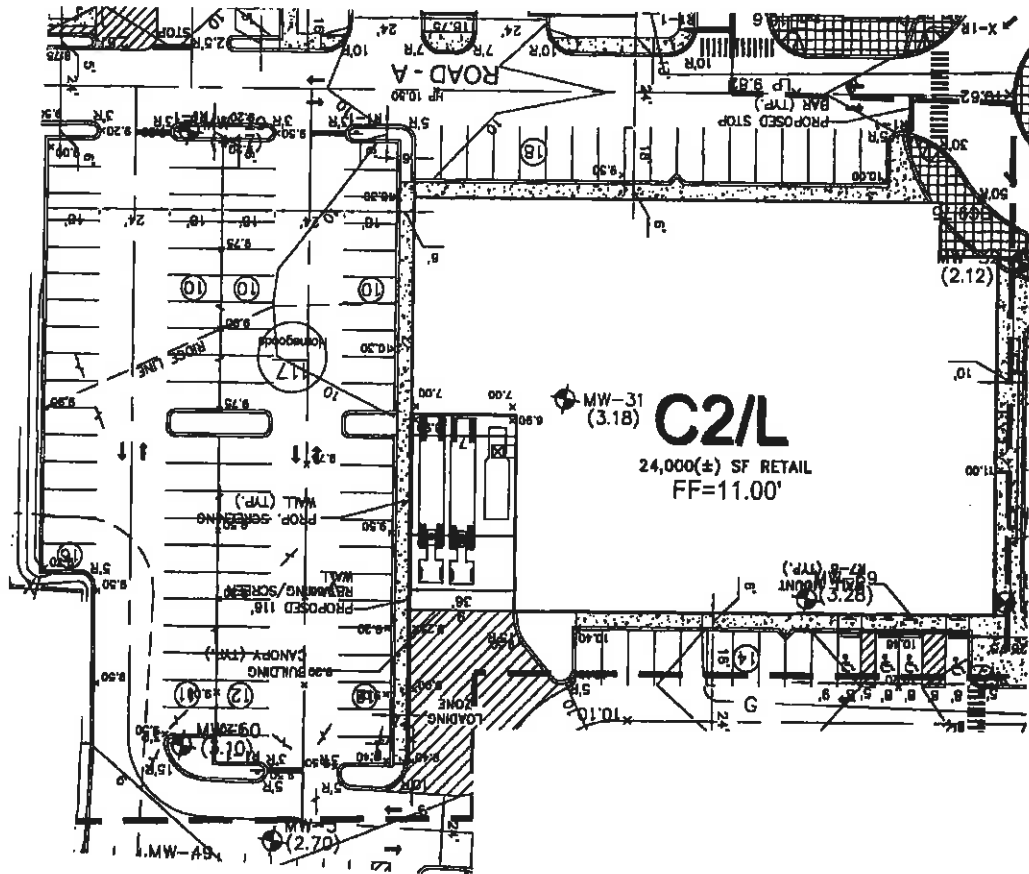
Capped Areas

The entire Site will be covered with pavement, concrete sidewalks, pavers, landscaping and/or the Building C2/L, as shown on **Exhibit D-1**.

The building will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.



The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course. The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of 3/4-inch clean crushed stone and 4-inches class B concrete. The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.



GZA-J:\161300\41.0181318\DO\Figures\CAD\DEED NOTICE_RAA-1 7-2011\EXHIBIT-D-1.dwg [RAA-S D-1] August 17, 2012 - 1:08pm miguel.torres

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Prepared By:  GZA <i>GeoEnvironmental of New York Engineers and Scientists</i> (212) 594-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001	1 PARK EDGEWATER 45 River Road Edgewater, New Jersey	SCALE  SCALE 1" = 60'	
	Proposed Site Redevelopment Blocks 96 and 97 ISRA CASE #E20030062 and #E20040267		Project No. 41.0181318.08
File Name: EXHIBIT-D-1.dwg	Deed Notice		Exhibit No. D-1
Project Mgr: DW Designed By: PM Revision No.: Rev.	Reviewed By: CED Drawn By: MT Date/Time Revised: Aug 17, 2012-1:08pm		



John S. Hogan
Bergen County Clerk

Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergencountyclerk.org



INSTRUMENT # 15-010314

V 01861 2404

RECORDED DATE: 02/13/2015 10:03:46 AM

Document Type: Deed

Transaction #: 6820344
Document Page Count: 73
Operator Id: CLERK

RETURN TO:

MADISON TITLE AGENCY
1125 OCEAN AVE
LAKEWOOD NJ
08701

SUBMITTED BY:

PRIMARY NAME

I PARK EDGEWATER LLC

SECONDARY NAME

ENVIRONMENTAL PROTECTION NEW JERSEY
DEPARTMENT OF

ASSOCIATED DOCUMENT(S):

MUNICIPALITY: EDGEWATER
LOT: 1
BLOCK: 99

FEES / TAXES:

Recording Fee: Deed	\$40.00
Additional Pages Fee	\$720.00
Homeless Trust Fund - Bergen County	\$3.00

Total: \$763.00

INSTRUMENT #: 15-010314

Recorded Date: 02/13/2015 10:03:46 AM

I hereby CERTIFY that this document is recorded in the Clerk's Office in Bergen County, New Jersey.



John S. Hogan
Bergen County Clerk

OFFICIAL RECORDING COVER PAGE

Page 1 of 74

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

3-11-13
11/16/13



15-010314 Deed
V Bk: 01861 Pg: 2404-2477 Rec. Fee \$763.00
John S. Hogan, Bergen County Clerk
Recorded 02/13/2015 10:03:46 AM

Unofficial Copy - Bergen County Clerk

**DEED NOTICE
POLICE STATION/BOROUGH
HALL PARCEL
45 RIVER ROAD
EDGEWATER, NEW JERSEY
ISRA CASE #E20030062 and
#E20040267**

PREPARED FOR:

New Jersey Department of Environmental Protection
Bureau of Industrial Site Remediation
401 East State Street
P.O. Box 432
Trenton, New Jersey 08625

On behalf of:

i.park Edgewater, LLC
485 West Putnam Avenue
Greenwich, Connecticut 06830

PREPARED BY:

GZA GeoEnvironmental, Inc.
104 West 29th Street, 10th Floor
New York, New York 10001

March 2011

File No. 41.0161318.01

*R+R.
Madison Telle
1125 Ocean Ave
Lakewood NJ
08701*

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Deed Notice

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: _____
[Signature]

Joseph Cotter, President
[Print name below signature]

Recorded by: _____
[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the 23rd day of FEBRUARY 2012 by i.Park Edgewater, LLC (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. *[Insert the full legal name and address of each current property owner] [Insert as appropriate: "is", or "are"]* the owner in fee simple of certain real property designated as Block 99 Lot 1 (Proposed Lot 1.09) on the tax map of the Borough of Edgewater, Bergen County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is ISRA Case #E20030062 and E20040267; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. DEPARTMENT'S ASSIGNED BUREAU. The Bureau of Industrial Site Remediation was the New Jersey Department of Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was Case No. #E20030062 and E20040267.

3. SOIL CONTAMINATION. i.Park Edgewater, LLC has remediated contaminated soil at the Property, and the New Jersey Department of Environmental Protection approved a remedial action on 23 day of February, 2012, such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and

concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

5B. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.]

6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

1

ii. Notwithstanding subparagraph 6A.i., above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

6B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies the Department of Environmental Protection when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the Department of Environmental Protection of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413]

7A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Deed Notice, and certify to the Department on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due

to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded;

7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the Property prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases,

subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Areas at the Property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the

Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

13. MODIFICATION AND TERMINATION.

i. Any person may request in writing, at any time, that the Department modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the Property, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk of Bergen County, New Jersey, expressly modifying or terminating this Deed Notice.

14A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Site Location Map - A map that identifies the location of the Site and important geographical features in the area of the Property;

ii. Exhibit A-2: Metes and Bounds Description - A metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system;

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample elevation based upon mean sea level;

(C) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(D) The restricted and unrestricted use standards for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each elevation or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2).

14C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those describe above, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Deed Notice; and

(3) The objective of the restrictions.

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the Property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the Property is consistent with the restrictions in this Deed Notice; and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Asphalt Capped Areas: Exhibit C-2 includes a narrative description of asphalt capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iii. Exhibit C-3: Concrete Capped Areas: Exhibit C-3 includes a narrative description of concrete capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iv. Exhibit C-4: Paver Capped Areas: Exhibit C-2 includes a narrative description of paver capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

v. Exhibit C-5: Building Capped Areas: Exhibit C-5 includes a narrative description of building capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

vi. Exhibit C-6: Landscaped Capped Areas: Exhibit C-6 includes a narrative description of landscaped capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

[If Owner is an individual]

WITNESS:

[Signature]

[Print name below signature]

[If Owner is a corporation]

ATTEST:

[Name of corporation]

By _____

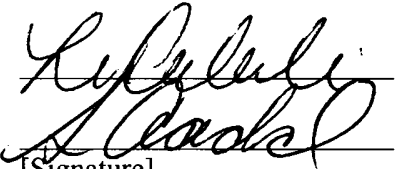
[Print name and title]

[Signature]

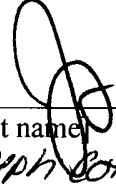
[If Owner is a general or limited partnership]

WITNESS:

[Name of partnership]



[Signature]

By  _____, General Partner
[Print name] *Joseph Botter, President*

[If Owner is an individual]

STATE OF [State where document is executed] SS.:
COUNTY OF [County where document is executed]

I certify that on _____, 20 __, [Name of Owner] personally came before me, and this person acknowledged under oath, to my satisfaction, that this person [or if more than one person, each person]

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

_____, Notary Public
[Print Name and Title]

[If Owner is a corporation]

STATE OF [State where document is executed] SS.:
COUNTY OF [County where document is executed]

I certify that on _____, 20__, [Name of person executing document on behalf of Owner] personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the [secretary/assistant secretary] of [Owner], the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the [president/vice president] of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

[Signature]

[Print name and title of attesting witness]

Signed and sworn before me on _____, 20__

_____, Notary Public

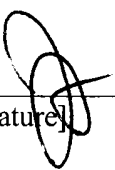
[Print name and title]

[If Owner is a partnership]

STATE OF ^{NEW YORK} ~~[State where document is executed]~~ SS.:
COUNTY OF ^{WESTCHESTER} ~~[County where document is executed]~~

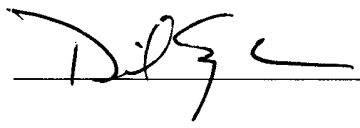
I certify that on Feb 23, 2012, [Name of person executing document on behalf of Owner] personally came before me, and this person acknowledged under oath, to my satisfaction, that this person: JOSEPH COTTER pres

- (a) is a general partner of [Owner], the partnership named in this document;
- (b) signed, sealed and delivered this document as his or her act and deed in his capacity as a general partner of [owner]; and
- (c) this document was signed and delivered by such partnership as its voluntary act, duly authorized.



[Signature]

JOSEPH COTTER, General Partner
[Print Name]


_____, Notary Public

[Print name and title]

DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5004025
Qualified in Orange County
Commission Expires Aug. 25, 2012

EXHIBIT A

Site Description

Site Vicinity

The property is designated as Blocks 98 and 99 in the Borough of Edgewater, Bergen County, New Jersey (hereinafter "Site"). A site vicinity map locating the Property is attached as **Exhibit A-1**. The vicinity around the Site is developed primarily with commercial and residential properties.

Property Description

The Site has the address 45 River Road, Edgewater, New Jersey. A metes and bounds plan of the property is provided as **Exhibit A-2**.

The Site consists of all that certain tract, parcel and lot of land lying and being situated in the Borough of Edgewater, County of Bergen, State of New Jersey, being more particularly described as follows:

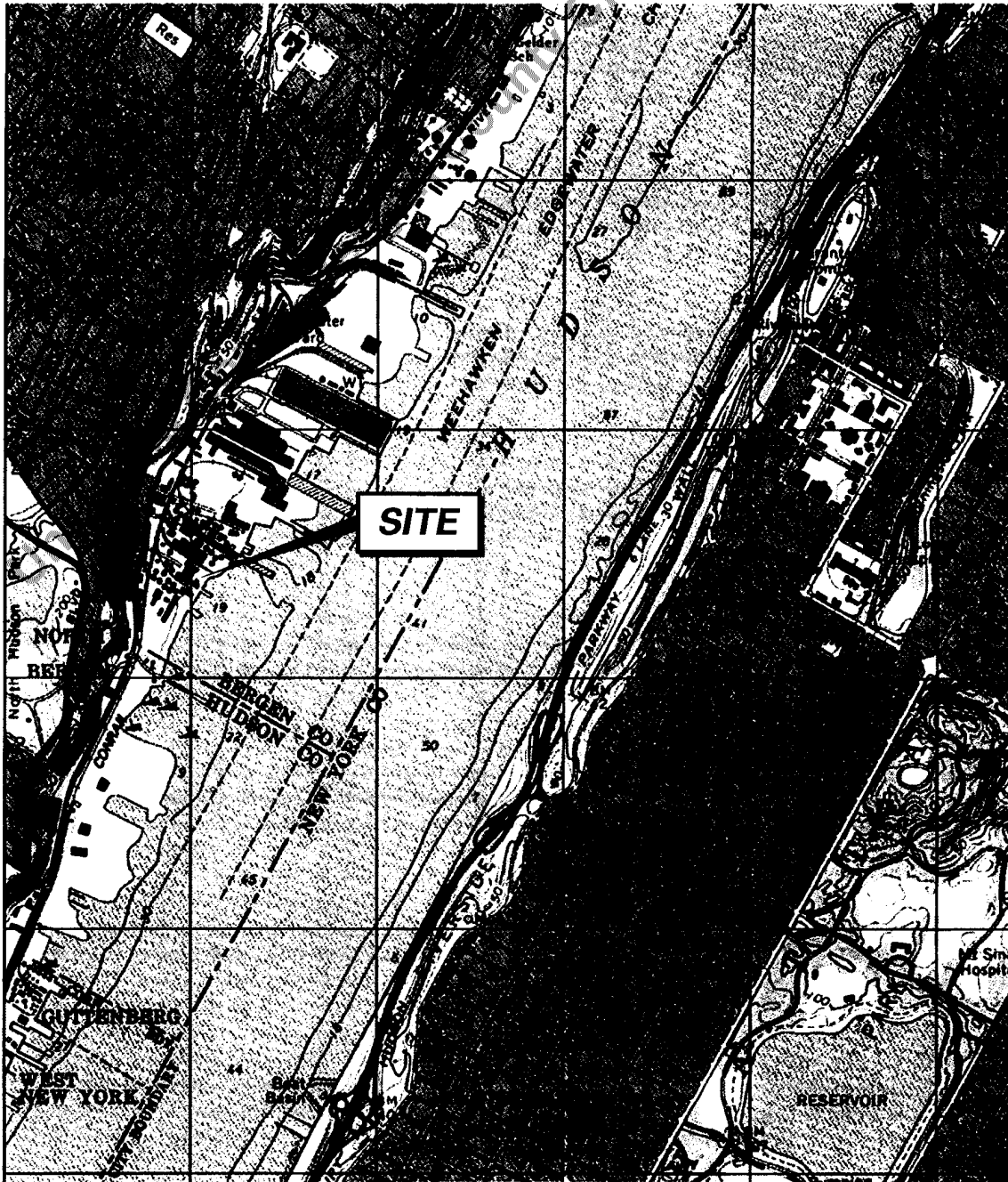
BEGINNING at a point of curvature marked by an iron pin set in the easterly right-of-way line of River Road, thence

1. Along the easterly right-of-way line of River Road on a curve to the right, having a radius of 890.00 feet, an arc length of 323.47, and whose chord bears North 20 degrees 21 minute 21 seconds East a chord distance of 321.69 feet to a point of compound curvature on the same, thence
2. Along a curve to the right, having a radius of 20.00 feet, an arc length of 30.93, and whose chord bears North 75 degrees 43 minutes 02 seconds East a chord distance of 27.94 feet to a point of tangency, thence
3. South 59 degrees 59 minutes 03 seconds East a distance of 184.60 feet to a point of curvature, thence
4. Along a curve to the right, having a radius of 5.00 feet, an arc length of 7.85, and whose chord bears South 14 degrees 59 minutes 03 seconds East a chord distance of 7.07 feet to a point of tangency, thence
5. South 30 degrees 00 minutes 57 seconds West a distance of 430.12 feet to a point, thence
6. North 59 degrees 59 minutes 03 seconds West a distance of 121.60 feet to a point in the easterly right-of-way line of River Road, thence
7. Along the easterly right-of-way line of River Road North 09 degrees 56 minutes 38 seconds East a distance of 99.36 feet to a point and place of BEGINNING.

Containing a calculated area of 79,056 square feet or 1.815 acres.

Unofficial Copy - Bergen County Clerk

© 2011 - GZA GeoEnvironmental, Inc. GZA-J:\161300\161300\41.0161318.00\Figures\CAD\Deed Notice\updated 1-31-11\exhibit A-1.dwg [A-1] January 31, 2011 - 2:14pm edward.morris



ACKNOWLEDGEMENT:
 FIGURE BASED ON U.S. GEOLOGICAL SURVEY, CENTAL PARK
 QUADRANGLE (7.5 MINUTE SERIES TOPOGRAPHIC MAP),
 DATED 1966, PHOTOREVISED 1979



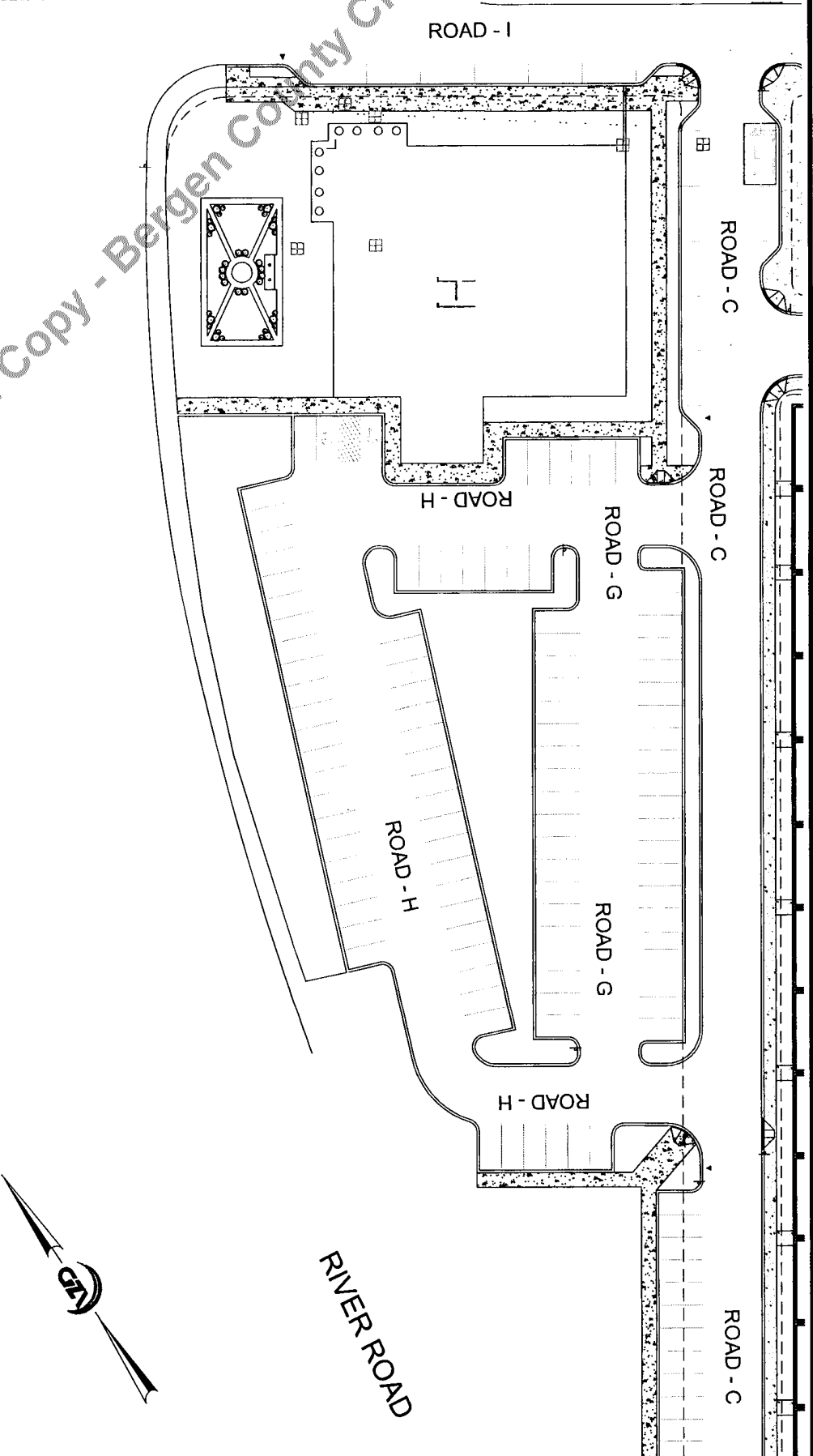
Prepared By:	
	GZA GeoEnvironmental of New York Engineers and Scientists
(212) 594-8140	104 West 29th Street, 10th Floor
(212) 279-8180	New York, New York 10001
File Name: exhibit A-1.dwg	
Project Mgr: DW	Reviewed By: DW
Designed By: DW	Drawn By: EM
Revision No.:	Date/Time Revised:
Rev.	Jan 31, 2011-2:14pm

I. PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

Site Location Plan
Block 99 Lot 1 (Proposed Lot 109)
ISRA Case #E20030062 and #E20040267

Deed Notice

SCALE 0 1000' 2000'	
Project No.	41.0161318.01
Exhibit	A-1



UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED IN THE DRAWING. THE DRAWING SHALL NOT BE TRANSMITTED, REPRODUCED, COPIED, OR MODIFIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF GZA. ANY TRANSMISSION, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTIES' SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

Prepared By:	GZA GeoEnvironmental of New York Engineers and Scientists (212) 594-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001
File Name:	exhibit A-3.dwg
Project Mgr:	DW
Designed By:	MI
Reviewed By:	AA
Date/Time Revised:	Jan 31, 2011 - 2:13pm
Revision No.:	Rev.

1. PARK EDGEWATER
45 River Road
Edgewater, New Jersey

Proposed Site Redevelopment
Block 99 Lot 1 (Proposed Lot 109)
ISRA Case #E20030062 and #E20040267

Deed Notice

Project No.	410161318.01
Figure No.	A-3



EXHIBIT B

Description of Affected Areas

Background

The Site is part of the i.Park Edgewater property located at 45 River Road in Edgewater, Bergen County, New Jersey. For clarity, the term "Property" will be used herein to refer to the entire property located at 45 River Road, and the term "Site" will be used to refer to the portion of the Property which is the subject of this document. The Site is bounded to the north by the main entrance road, to the south by i.park Edgewater LLC, to the west by River Road, and to the east by Road C. The Site is located on Tax Assessor's Block 98 and 99.

The approximately 1.8-acre Site is currently under development as a municipal building for the Borough of Edgewater.

The Property is currently owned and operated by i.Park and was formerly owned and operated by Conopco, Inc. d/b/a Unilever Research and Development (Conopco). The Property, as it currently exists, was acquired by Conopco over a period of time between 1920 and 1985. The current Property consists of tax block numbers 96, 97, 98, 99, and 100 moving north to south along the Property. The Site is located on the western portions of tax block 99 Proposed Lot 1, Proposed Lot 1.09.

Prior to Unilever's ownership, Block 98 was occupied by other businesses and Block 99 was vacant land. The earliest Sanborn map from 1887 shows the Site as primarily vacant and it appeared to be filled close to existing grade except for the extreme eastern portion of Block 99. From 1909 to 1911, the Bulls Ferry Chemical Company, manufacturer of Oxi-Tan (the trade name for a tanning compound), Chrome Acetate, Chrome Sulfate, Soluble Oils, Turkey Red Oil, Resonates, and Lineolates occupied the eastern portion of Block 98. One structure was depicted on the Site; however, the operations appear to have been located to the east of the Site. By 1930, the Bulls Ferry Chemical Company buildings are no longer shown and the sources cited above indicated the plant was closed some time in the late 1910s. There is no indication that arsenic products were manufactured at the Site. In addition, the Site had largely been filled to grade by the time Bulls Ferry Chemical began operations. The remaining portions of the Site (Block 99) were vacant.

Blocks 98 and 99 were acquired by Conopco in June 1920 and February 1959, respectively. Conopco began soap and edible oil manufacturing operations on the Property in 1930 or 1931. Through the 1930s and 1940s, manufacturing operations were expanded and Buildings 1, 2, 4, 5, and 6 were constructed. Conopco also constructed numerous aboveground storage tanks (ASTs) to hold cottonseed oil, No. 6 fuel oil, and caustic materials. Nitrogen and/or hydrogen gas producing, holding and purification structures were also constructed to complement its operations.

By 1943 operations had expanded onto Block 99 and at this time, the Barrett Division of the Allied Chemical & Dye Company (Barrett) leased an approximately one acre portion of Block 99 for the storage of pitch. No other structures were shown on Block 99. According to the USEPA aerial photograph review, the pitch bay was "a large linear mound of material, which appears to be partially contained by a wall." A drainage pathway lead from two ASTs into the fill area. At this time, Lot 100 to the south of the impoundment was described as a "large fill area." In the 1947 aerial photograph, the pitch bay was present but did not contain any material and the large fill area on Block 100 was described as "now containing multi-toned mounded material over much of its surface." The next aerial photograph from 1961 shows Lot 100 developed close to its current configuration. Based on these aerial photographs it seems clear that the pitch material from the impoundment was spread across the southern portion of the Property for use as fill material. The only other area of significant filling observed in the 1940 aerial photograph was on the northern portion of the Property near the pier; however, no additional filling of this area was observed in the 1947 aerial photograph. This suggested that the material in the pitch bay was deposited in the southern portion of the property (Block 100) during regrading of the Property. The Site and Block 98 were developed sometime between 1930 and 1940. No large fill areas on the Site were observed; therefore, it is not likely that significant amounts of pitch from the pitch bay were deposited at the northern portions of the Site or remaining Blocks as these areas were already developed.

By 1953, the pitch bay had been removed and fill material was added along the Hudson River shoreline on the southern portion of the Property. A new building and a parking lot were constructed on the fill area. The remaining portions of the Property and Site remained mostly unchanged.

From 1978 to 1983-1984 the manufacturing buildings were generally unused and beginning to deteriorate. From 1983 to 1984, Conopco undertook a demolition project that involved the demolition of the manufacturing buildings and ASTs that existed on Blocks 96, 97, and 98. A new phase of construction in the early to mid-1980s resulted in the layout of the property as it currently exists and transformed the Property to strictly research and development operations. Recent construction in 1996 and 1997 included the new consumer test center (Building 9) and the pH neutralization building (Building 44). Around 1997, the western portion of the property was lost by condemnation for the relocation of River Road. This coincided with the resurgence in redevelopment of property along the Hudson River waterfront that continues to this date. This redevelopment constitutes a shift from industrial and manufacturing land use to largely commercial and residential use today.

The five AOCs located on the Site were identified in the *Preliminary Site Assessment Report*, prepared by Langan Engineering and Environmental Services, Inc., dated April 2003.

4: Former Hazardous Waste Storage Pad

This AOC went through a RCRA Closure and was granted no further action. However, soft pitch material was observed in a boring GZA-88 advanced adjacent to the AOC. This area was subsequently delineated and evaluated for groundwater impacts. The AOC was remediated through excavation described in AOC-24. Residual hard pitch and historic fill material will be addressed through a cap and inclusion in the deed notice.

13: Drywells and Sumps

The NJDEP granted a no further investigation of this AOC since. These soils will be isolated under a cap and i.park will include the contaminants and concentrations detected in this area in the site-wide deed notice for the HFM.

15c: Buildings 3, 4, 5, 6, 8

The NJDEP granted a no further investigation for this AOC. Deeper soils beneath building 4 required an additional investigation under AOC-24, which was sampled during Remedial Action (see RAR). No soft or hard pitch was observed in the soil sample collected from the boring beneath building 4. The metals and SVOCs, detected in this boring above standards will be isolated under a cap and i.park will include the contaminants and concentrations detected in this area in the site-wide deed notice for the HFM.

18: pH Neutralization Facility

The NJDEP granted no further investigation for this AOC. The soils will be isolated under a cap and i.park will include the contaminants and concentrations detected in this area in the site-wide deed notice for the HFM.

24: Pitch Material

This AOC consisted of soft pitch impacting groundwater in the vicinity of MW-26 and soft pitch in the vicinity of GZA-88 at the former hazardous waste storage shed. The RA consisted of excavation of soils containing visual evidence of soft-pitch as well as VOCs above RDCSCC and IGWSCC remedial standards. Excavated soils were stockpiled and subsequently disposed as described in the Remedial Action Report (RAR).

i.park is submitting the RAR to the NJDEP which addresses all of the issues requested by the NJDEP. The RAR involved excavation of areas with soft pitch and areas with arsenic in soil greater than 600 ppm, which was agreed upon by the NJDEP. Also, GZA is including this draft deed notice with the RAR to satisfy the requirements of the NJDEP.

Current Site Conditions

The Site is approximately 1.8 acre parcel located on Block 99, Lot 1 (proposed Lot 1.09). The Site is currently being developed with an approximately 22,000 ft² building containing a police station and offices for Edgewater's Borough Hall, along with associated paved driveways, parking lots and landscaped areas. Surface cover of the site will consists of asphalt pavement, concrete sidewalks, various landscaped area and the building.

Proposed Site conditions are depicted on **Exhibit A-3**.

Restricted Use Area Descriptions

The entire Site will be a restricted use area. The northern portion of the Site will have a building for a police station and Edgewater Borough Hall offices. West of the building there will be landscaped and paved areas. North, south and east of the building there will be landscaped areas. South of the building there will be a parking lot.

Remaining Contamination

Soil sample locations are shown on **Exhibit B-1B** and are keyed to tables in **Exhibit B-2**, which summarizes the analytical results of soil samples and lists compounds that exceed the New Jersey Department of Environmental Protection's Soil Cleanup Criteria (NJDEP NRSCC or IGWSCC). Exhibits **B1-B1** through **B1-B9** show sample locations and NRSCC and IGWSCC exceedances.

Unofficial Copy - Bergen County Clerk

EXHIBIT B1-A

GROUNDWATER MONITORING WELL CONSTRUCTION LOGS

ADVANCED DRILLING, INC.		PROJECT Unilever Research		CLIENT Lan Associates		PROJECT NO. ADV-1042	HOLE NUMBER MW-4	
MUNICIPALITY Edgewater		COUNTY Bergen	STATE New Jersey	COORDINATES 26 : 14 : 252		WELL PERMIT NO. 25 60327		
START DATE 2-11-01	COMPLETION DATE 2-11-01	DRILLER Roger Coge		DRILLER LICENSE NO. M 1186		BORING DIA. 8.25	TOTAL DEPTH 18 Feet	
LOT 12.18	BLOCK 99-100	DRILLING METHOD Hollow Stem Augers		SAMPLE TYPE Split Spoon		DEPTH OF GROUNDWATER 8 feet		
PROTECTIVE CASING Flush		NOTES					SHEET 1 of 1	

DEPTH	SAMPLE NUMBER	BLOWS/6" ON SAMPLE SPOON	"N" VALUE	LAYER Elev. Depth	DEPTH	GRAPHIC LOG SAMPLE	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
0-2	1	12/25 30/20	55	3			3" CRUSHED STONE	
2-4	2	18/20 20/21	40				Dry black SAND, COAL, GRAVEL FILL	
4-6	3	5/7/7/7	14	5.0	5			
6-8	4	7/7/8/21	15					
8-10	5	11/15 17/5	32		10		Dry to wet black fine to medium SAND	
10-12	6	4/4/4/4	8					
12-14	7	2/1/1/2	2					
14-16	8	1/1/1/2	1	14.0	15		Wet grey CLAY with lenses of fine sand	
16-18	9	1/1/1/2	2		18.0			
							Boring Complete @ 18 Feet	
					20			
					25			
					30			
					35			

ADVANCED DRILLING, INC.			PROJECT Unitever Research		CLIENT Lan Associates, Inc.		PROJECT NO. ADV-1042	HOLE NUMBER MW-21	
MUNICIPALITY Edgewater		COUNTY Bergen		STATE New Jersey	COORDINATES 29 : 14 : 255		WELL PERMIT NO. 26 61175		
START DATE 5-5-01	COMPLETION DATE 5-5-01	DRILLER Jerry Malack			DRILLER LICENSE NO. J 1167		BORING DIA. 8.25	TOTAL DEPTH 20 Ft.	
LOT A, B	BLOCK 99-100	DRILLING METHOD Hollow Stem Augers		SAMPLE TYPE Split Spoon		DEPTH OF GROUNDWATER 6 Feet			
PROTECTIVE CASING Flush			NOTES					SHEET 1 of 1	
DEPTH	SAMPLE NUMBER	BLOWS/6" ON SAMPLE SPOON	"N" VALUE	LAYER Elev. Depth	DEPTH	GRAPHIC LOG SAMPLE	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.	
0-2		23/31 30/33	61	.4			4" TOPSOIL		
2-4	2	22/29 34/28	63						
4-6	3	4/5/4/4	9		5		Dry to wet black Silty SAND & GRAVEL		
6-8	4	3/4/3/3	7						
8-10	5	4/8/3/4	11						
10-12	6	1/1/3/1	4	11.0	10				
12-14	7	2/3/2/4	5				Wet black Silty fine to medium SAND		
14-16	8	W/W/W/1	0	15.0	15				
16-18	9	W/W/2/3	2				Wet grey/brown SILT/CLAY		
16-20	10	2/1/2/1	3		20.0				
					20		Boring Complete @ 20 Feet		
					25				
					30				
					35				

ADVANCED DRILLING, INC.		PROJECT Unlever Research		CLIENT Lan Associates, Inc.		PROJECT NO. ADV-1042	HOLE NUMBER MW-23
MUNICIPALITY Edgewater		COUNTY Bergen	STATE New Jersey	COORDINATES 26 : 14 : 255		WELL PERMIT NO. 26 6176	
START DATE 5-5-01	COMPLETION DATE 5-5-01	DRILLER Brian Wagner		DRILLER LICENSE NO. M 1578		BORING DIA. 8.25	TOTAL DEPTH 14 Ft.
LOT A/E	BLOCK 99-100	DRILLING METHOD Hollow Stem Augers		SAMPLE TYPE Split Spoon		DEPTH OF GROUNDWATER 4 Feet	

PROTECTIVE CASING Flush	NOTES	SHEET 1 of 1
----------------------------	-------	-----------------

DEPTH	SAMPLE NUMBER	BLOWS/8" ON SAMPLE SPOON	"N" VALUE	LAYER Elev. Depth	DEPTH	GRAPHIC LOG SAMPLE	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
5-2	1	10/15/15	30	.2 .8			2" ASPHALT + 4" STONE	
2-4	2	13/9 6/10	15					
4-6	3	15/8/1/1	7		5			
8-8	4	1/1/2/2	3					Dry to wet black SAND & TAR
8-10	5	2/18/10/8	28		10			
10-12	6	8/8/5/2	14					
12-14	7	8/15 87/12	82					
14	8	100/0	SPOON REFUSAL	14.0	15			Bring Complete @ 14 Feet
					20			
					25			
					30			
					35			

GZA:GEOENVIRONMENTAL OF NEW YORK 440 NINTH AVENUE, 18TH FLOOR, NEW YORK, NY 10001 ENGINEERS AND SCIENTISTS	PROJECT Park Edgewater	REPORT OF BORING NO. GZA-83/MW-52
	45 River Road	SHEET: 1 of 2
	Edgewater, New Jersey	FILE NO: 41.0161484.00 CHKD BY: DW

BORING CO FC N GZA ENGINEER	Submit Jeff Seaveas Meredith Hayes	BORING LOCATION See Exploration Location Plan	GROUND SURFACE ELEV. DATE START 8/22/06	DATUM DATE END 9/22/06
-----------------------------------	--	--	--	---------------------------

SAMPLER, UNLESS OTHERWISE NOTED, SAMPLER CONSISTS OF A 2" SPLIT SPOON DRIVEN USING A 140 lb. HAMMER FALLING 30 IN.	GROUNDWATER READINGS				
	DATE	TIME	WATER	CASING	STABILIZATION TIME
CASING, UNLESS OTHERWISE NOTED, CASING DRIVEN USING A 300 LB HAMMER FALLING 24 IN. CASING SIZE					

DEPTH (FT)	CASING BLOWS	SAMPLE			SAMPLE DESCRIPTION BURMISTER CLASSIFICATION	STRATUM DESCRIPTION	EQUIPMENT INSTALLED	FIELD TESTING	R
		SAMPLE NO	PEN/REC	DEPTH (FT)					
2.0					vacuum excavated to 5'		CAP		
4.0									
5.0									
		24/6	5-7	10	Medium dense, brown, fine to coarse SAND, little Silt (brick fragments).			0.0	
				9					
				8					
				7					
		24/24	7-9	10	Medium dense, black, fine to medium SAND, trace Silt (2" geotextile fabric with P/A material at bottom).	FILL		0.0	
				8				0.0	
				6				3.0	
9.0				5				0.0	
		24/24	8-11	WOH	Very loose, black to brown, fine to coarse SAND little Silt, trace fine Gravel (strong sulfur odor).			0.0	
				WOH				0.0	
				10				0.0	
11.0				15				6.2	
		24/24	11-13	10	Loose, brown, fine to medium SAND, little Silt, trace fine Gravel, changing after 1' to black, fine to coarse SAND, trace Silt.			3.0	
				6				3.2	
				5				5.2	
13.0				6				32.6	
		24/24	13-15	25	Medium dense, brown fine SAND, some Silt, little fine Gravel, changing after 1', to black, fine to medium SAND, little Silt (brick and concrete fragments).			0.0	
				30				0.0	
				28				0.0	
15.0				23				0.0	

GRANULAR SOILS BLOWS/FT. DENSITY	REMARKS:
0-4 VERY LOOSE	
4-10 LOOSE	
10-30 MEDIUM DENSE	
30-50 VERY DENSE	
COHESIVE SOILS BLOWS/FT. CONSISTENCY	
VERY SOFT	
SOFT	
4-8 MEDIUM STIFF	
8-15 STIFF	
15-30 VERY STIFF	

NOTES:

1) STRATIFICATION LINES REPRESENT APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL

2) WATER LEVEL READINGS HAVE BEEN MADE AT TIMES AND UNDER CONDITIONS STATED. FLUCTUATIONS OF GROUNDWATER TABLE MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE

GZA

BORING NO. GZA-83/MW-52

GZA: GEOENVIRONMENTAL OF NEW YORK 440 NINTH AVENUE, 18TH FLOOR, NEW YORK, NY 10001 ENGINEERS AND SCIENTISTS	PROJECT Loan Edgewater 45 River Road Edgewater, New Jersey	REPORT OF BORING NO. MW-53 SHEET 1 of 1 FILE NO. 41.0161484.00 CHKD BY DW
	BORING LOCATION: See Exploration Log on Plan	

BOFFICE Summt Jeff Segreaves GZA ENGINEER Meredith Hayes	BORING LOCATION: See Exploration Log on Plan GROUND SURFACE ELEV. _____ DATUM _____ DATE START 9/21/08 DATE END 9/21/08
--	---

SAMPLER: UNLESS OTHERWISE NOTED, SAMPLER CONSISTS OF A 2" SPLIT SPOON DRIVEN USING A 140 lb. HAMMER FALLING 30 IN CASING: UNLESS OTHERWISE NOTED, CASING DRIVEN USING A 300 LB HAMMER FALLING 24 IN CASING SIZE _____	GROUNDWATER READINGS				
	DATE	TIME	WATER	CASING	STABILIZATION TIME

DEPTH (FT)	CASING BLOWS	SAMPLE		DEPTH (FT)	BLOWS/FT	SAMPLE DESCRIPTION BURMISTER CLASSIFICATION	STRATUM DESCRIPTION	EQUIPMENT INSTALLED	FIELD TESTING	REMARKS
		SAMPLE NO	PEN/REC							
2.0						HSA to 15.5		CAP		
4.0										
6.0										
8.0										
10.0										
12.0										
14.0										

GRANULAR SOILS BLOWS/FT. DENSITY 0-4 VERY LOOSE 4-10 LOOSE 10-30 MEDIUM DENSE 30-50 VERY DENSE COHESIVE SOILS BLOWS/FT. CONSISTENCY 0-2 VERY SOFT 2-4 SOFT 4-8 MEDIUM STIFF 8-15 STIFF 15-30 VERY STIFF	REMARKS: 1. End of boring @ 15'. NOTES: 1) STRATIFICATION LINES REPRESENT APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL. 2) WATER LEVEL READINGS HAVE BEEN MADE AT TIMES AND UNDER CONDITIONS STATED. FLUCTUATIONS OF GROUNDWATER TABLE MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.
---	---

GZA GEOENVIRONMENTAL OF NEW YORK 440 NINTH AVENUE, 18TH FLOOR, NEW YORK, NY 10001 ENGINEERS AND SCIENTISTS	PROJECT	REPORT OF BORING NO. GZA-73/MW-51
	Mark Edgewater	SHEET 1 of 1
	45 River Road Edgewater, New Jersey	FILE NO. 41.0161484.00 CHKD BY: DW

BO' TO: _____	Summit	BORING LOCATION	See Exploration Location Plan
FOR: _____	Jeff Sepreaves	GROUND SURFACE ELEV	_____ DATUM _____
GZA ENGINEER	Meredith Hayes	DATE START	8/23/06 DATE END 8/23/06

SAMPLER: UNLESS OTHERWISE NOTED, SAMPLER CONSISTS OF A 2" SPLIT SPOON DRIVEN USING A 140 lb. HAMMER FALLING 30 IN. CASING: UNLESS OTHERWISE NOTED, CASING DRIVEN USING A 300 LB HAMMER FALLING 24 IN. CASING SIZE: _____	GROUNDWATER READINGS:			
	DATE	TIME	WATER	CASING

DEPTH (FT)	CASING BLOWS	SAMPLE			SAMPLE DESCRIPTION BURMISTER CLASSIFICATION	STRATUM DESCRIPTION	EQUIPMENT INSTALLED	FIELD TESTING	R K
		SAMPLE NO	PEN/REC	DEPTH (FT)					
2.0					vacuum excavated to 5'		CAP		
4.0									
5.0									
		24/18	6-7	9	Loose, brown to black, fine to medium SAND, trace Silt, trace fine Gravel.			0.0	
				7				0.9	
				5				0.0	
				4					
		24/18	7-9	8	Medium dense, black, fine to medium SAND, trace Silt (2" geotextile fabric with P/A material at bottom).	FILL		1.1	
				15				13.8	
				10				6.8	
8.0				11					
		24/6	9-11	4	Loose, black, fine to medium SAND, trace Silt.			0.0	1.
				3					
				4					
10.0				4					
		24/24	11-13		Gray SILTY CLAY (organic material).	SILTY CLAY		0.0	
								9.0	
								0.0	
								0.0	
12.0					End of boring @ 12'.				
14.0									

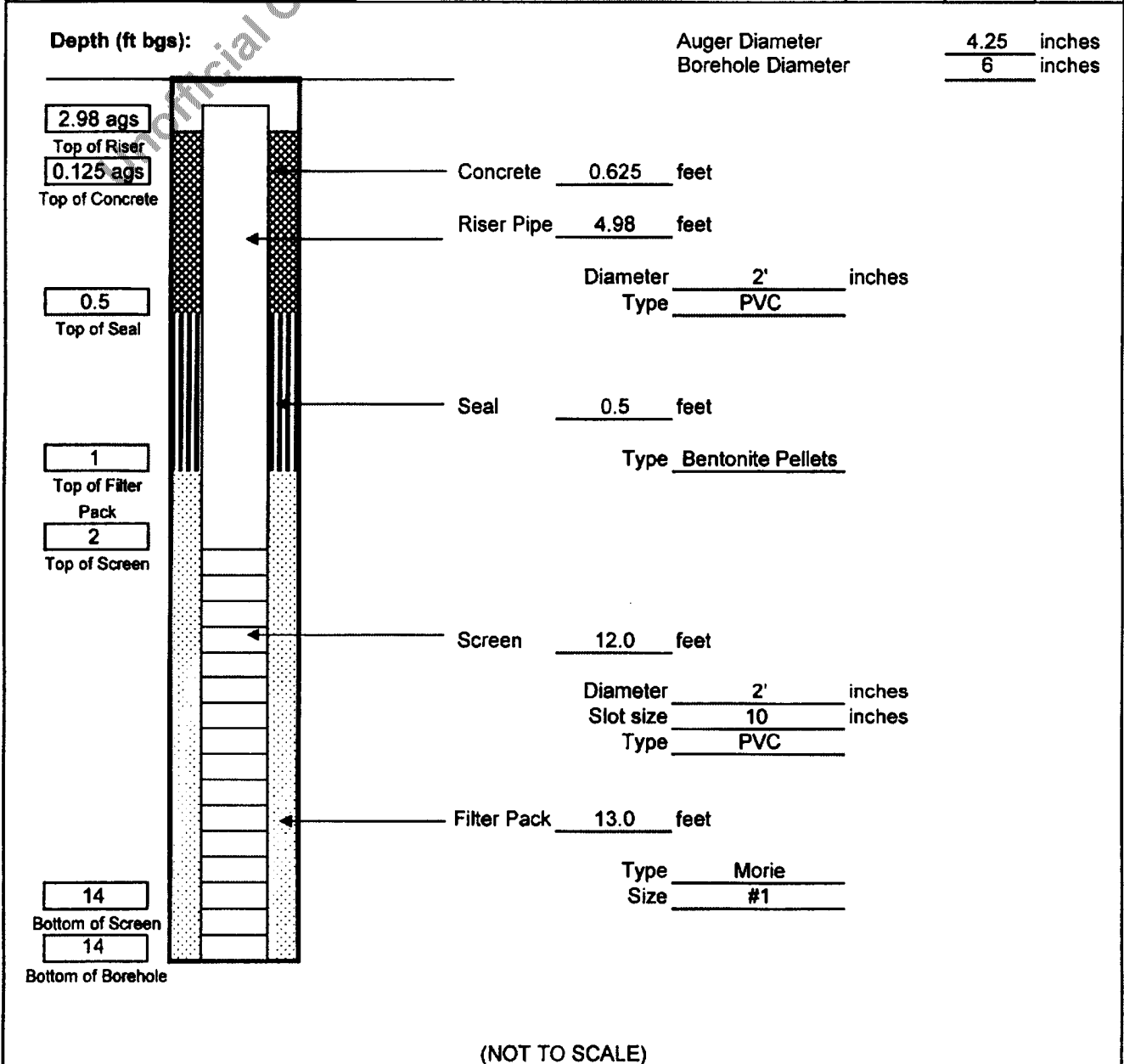
GRANULAR SOILS BLOWS/FT / DENSITY 0-4 VERY LOOSE 4-10 LOOSE 10-30 MEDIUM DENSE 30-60 VERY DENSE	REMARKS: 1 Sampled GZA-73/MW-51 (6-8.5) at 1020 for PP+40.
COHESIVE SOILS BLOWS/FT / CONSISTENCY 0-24 VERY SOFT 24-48 SOFT 48-815 MEDIUM STIFF 8-15 STIFF 15-30 VERY STIFF	
NOTES: 1) STRATIFICATION LINES REPRESENT APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL 2) WATER LEVEL READINGS HAVE BEEN MADE AT TIMES AND UNDER CONDITIONS STATED. FLUCTUATIONS OF GROUNDWATER TABLE MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.	

MONITORING WELL INSTALLATION LOG

GZA GEOENVIRONMENTAL OF NEW YORK

Well No. MW-73

Project: i.park Edgewater	Location: Edgewater, NJ	Page 1 of 1	
Project No.: 41.0161318.01	Contractor: Summit Drilling	Water Levels	
Surface Elevation:	Driller: Ronnie	Date	Time
Top of PVC Casing Elevation:	GZA Engineer: S.C./A.M.	12/18/08	9:45
Datum:	Date of Completion: 12/18/2008		TOC Elv 2.40

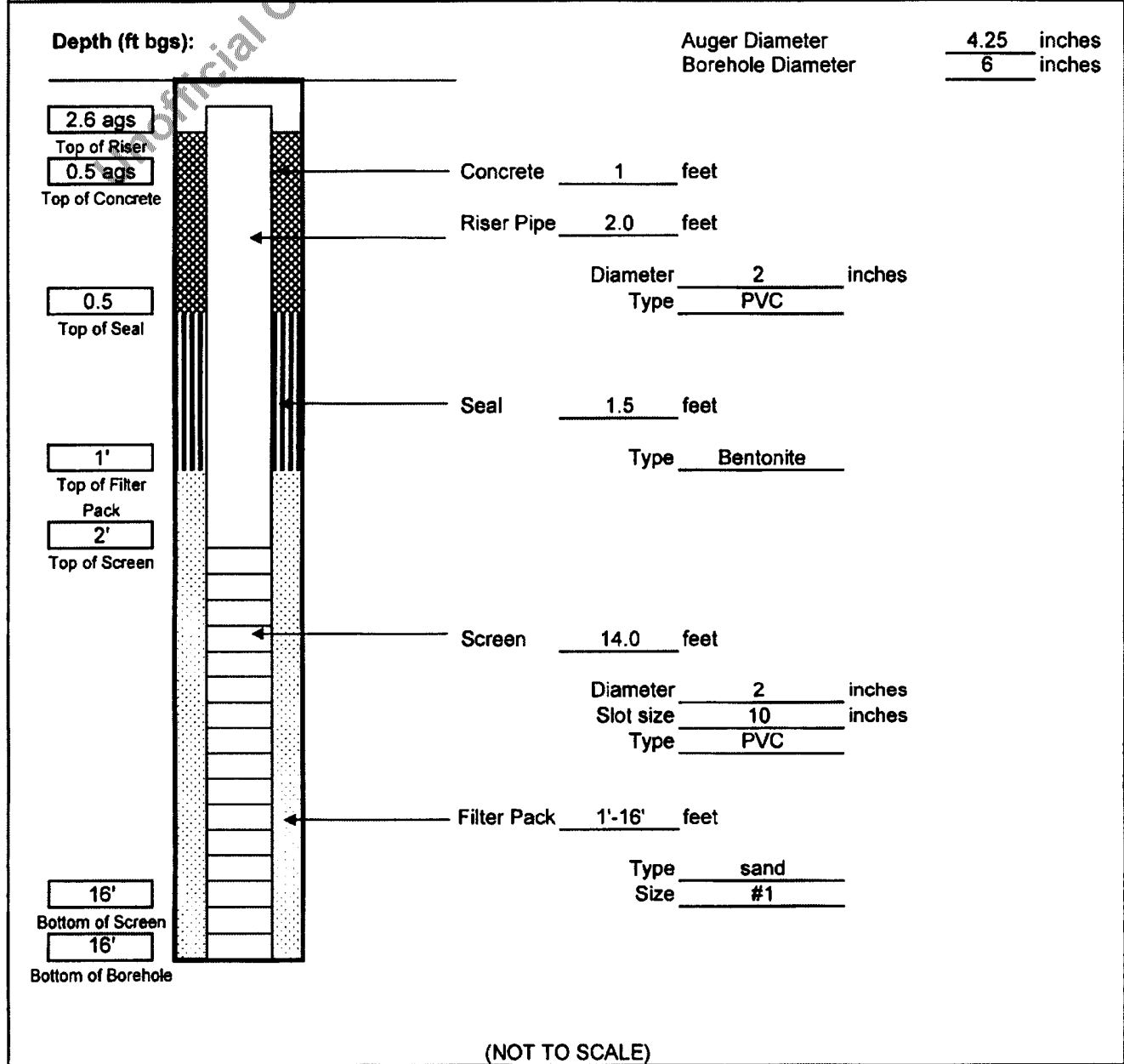


MONITORING WELL INSTALLATION LOG

GZA GEOENVIRONMENTAL OF NEW YORK

Well No. MW-76

Project: i.park Edgewater	Location: Edgewater, NJ	Page 1 of 1	
Project No.: 41.0161318.01	Contractor: Summit Drilling	Water Levels	
Surface Elevation:	Driller: Ronnie	Date	Time
Top of PVC		12/22/08	11:00
Casing Elevation:	GZA Engineer: A. Altieri	12/22/08	12:03
Datum:	Date of Completion: 12/22/2008		TOC Depth
			6.36'
			6.88'



MONITORING WELL INSTALLATION LOG

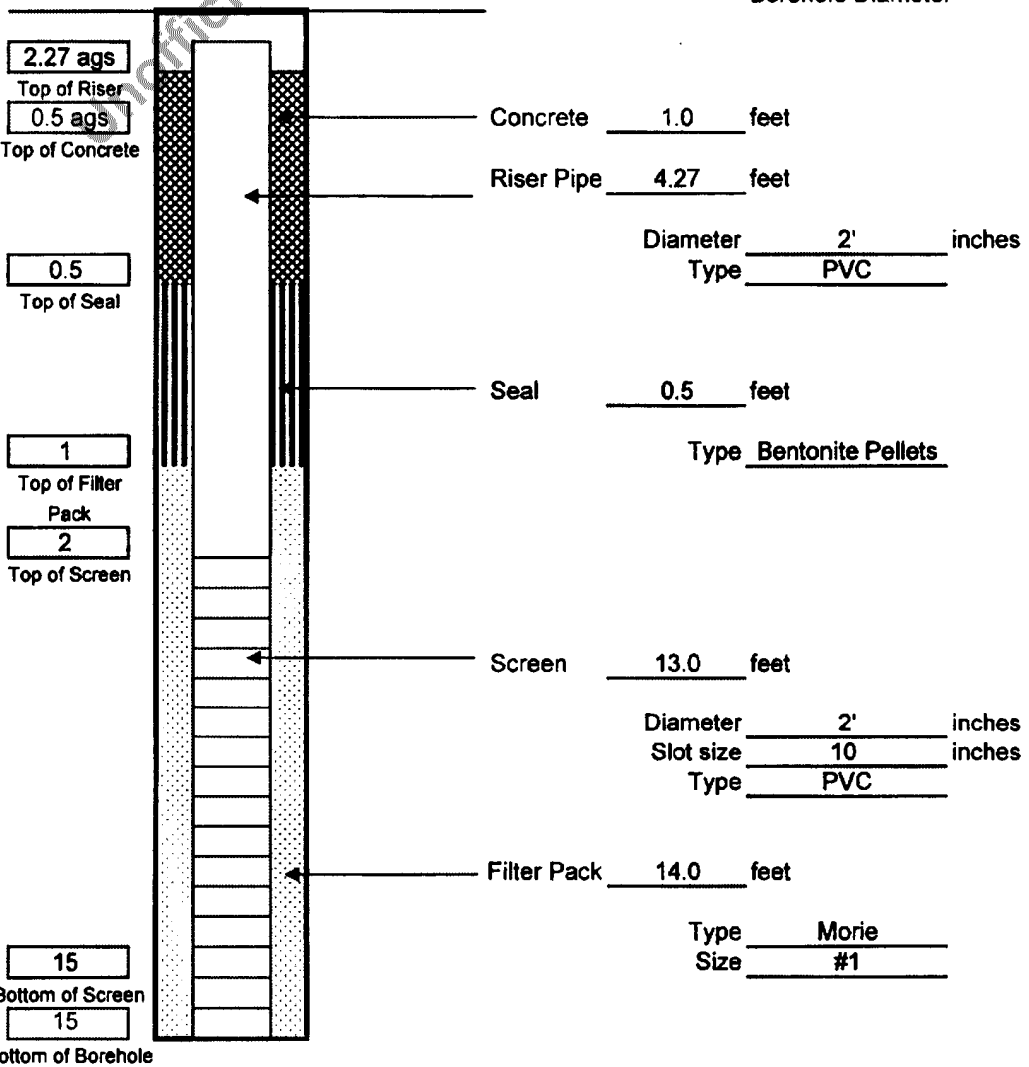
GZA GEOENVIRONMENTAL OF NEW YORK

Well No. MW-77

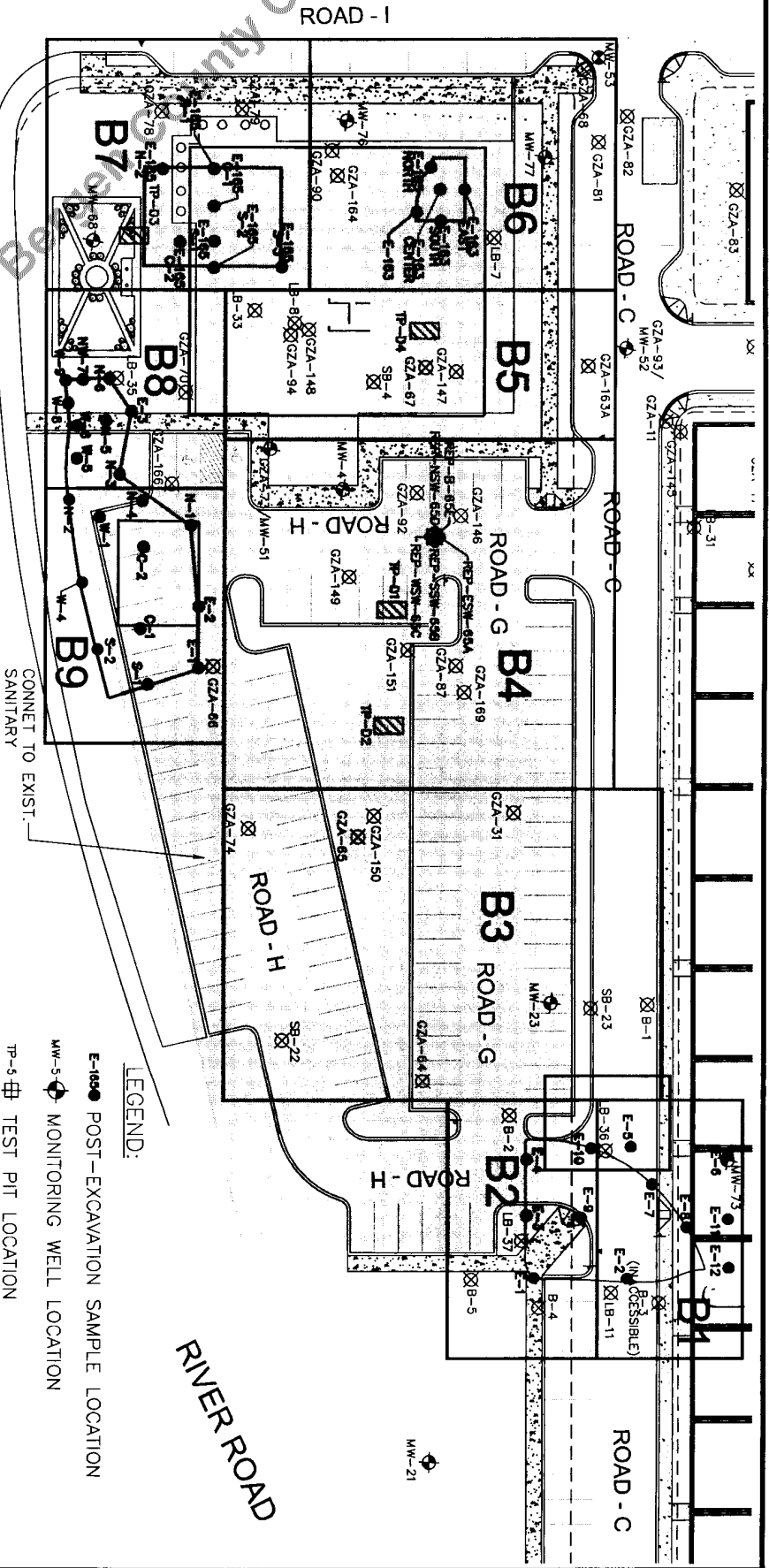
Project: i.park Edgewater	Location: Edgewater, NJ	Page 1 of 1	
Project No.: 41.0161318.01	Contractor: Summit Drilling	Water Levels	
Surface Elevation:	Driller: Ronnie	Date	Time
Top of PVC Casing Elevation:	GZA Engineer: A.M.	12/19/08	10:15
Datum:	Date of Completion: 12/19/2008		TOC Depth 4' bgs

Depth (ft bgs):

Auger Diameter 4.25 inches
Borehole Diameter 6 inches



(NOT TO SCALE)



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Prepared By:

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File Name: exhibit B1-B.dwg
Project Mgr: DW
Designed By: MT
Revision No.:
Date/Timing Revised: Jan 31, 2011 - 2:55pm
Reviewed By: AA
Drawn By: MT

1. PARK EDGEWATER
45 River Road
Edgewater, New Jersey

Soil Analytical Results
Block 99 Lot 1 (Proposed Lot 109)
ISRA Case #E20030062 and #E20040267

Deed Notice

SCALE
0 30' 60'

Project No. 410161318:01

Figure No. B1-B

B-2

B-2 (4.5-57)	MG/KG	NJ NRSCC	NJ IGWSSCC	MG/KG	MG/KG
--------------	-------	----------	------------	-------	-------

B-4

B-4 (4.5-57)	MG/KG	NJ NRSCC	NJ IGWSSCC	MG/KG	MG/KG
--------------	-------	----------	------------	-------	-------

LB-37

LB-37 (4.5-57)	MG/KG	NJ NRSCC	NJ IGWSSCC	MG/KG	MG/KG
----------------	-------	----------	------------	-------	-------

E-HWS-1

E-HWS-1 (10-11)	MG/KG	NJ NRSCC	NJ IGWSSCC	MG/KG	MG/KG
-----------------	-------	----------	------------	-------	-------

E-HWS-3

E-HWS-3 (10-11)	MG/KG	NJ NRSCC	NJ IGWSSCC	MG/KG	MG/KG
-----------------	-------	----------	------------	-------	-------

E-HWS-4

E-HWS-4 (10-11)	MG/KG	NJ NRSCC	NJ IGWSSCC	MG/KG	MG/KG
-----------------	-------	----------	------------	-------	-------

E-HWS-9

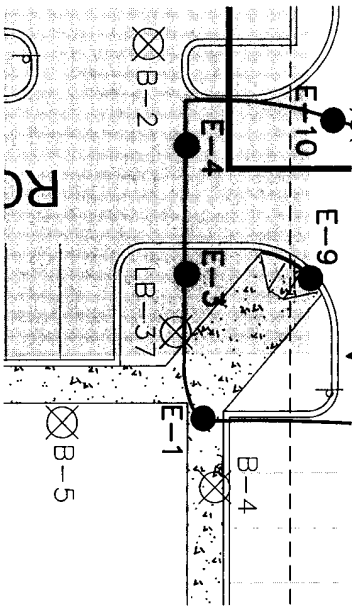
E-HWS-9 (12-13)	MG/KG	NJ NRSCC	NJ IGWSSCC	MG/KG	MG/KG
-----------------	-------	----------	------------	-------	-------

E-HWS-10

E-HWS-10 (12-13)	MG/KG	NJ NRSCC	NJ IGWSSCC	MG/KG	MG/KG
------------------	-------	----------	------------	-------	-------

B-5

B-5 (4.5-57)	MG/KG	NJ NRSCC	NJ IGWSSCC	MG/KG	MG/KG
--------------	-------	----------	------------	-------	-------



E-165 ● POST-EXCAVATION SAMPLE LOCATION
GZA-2 ⊗ BORING LOCATION
 — EXCAVATION AREA

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File Name: exhibit B1-B.dwg

Project Mgr: DW Reviewed By: AA

Designed By: Drawn By: MT

Revision No.: Date/Time Revised: Jan 31, 2011 - 2:56pm

I. PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

Soil Analytical Results
 Block 99 Lot 1 (Proposed Lot 109)
 ISRA Case #E20030062 and #E20040267

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Project No. 410161318.01

Figure No. B1-B2

GZA-93/MW-51

Asbestos	433	20	NC	NC	600
Thallium	5.8	2	NC	NC	NC

Asbestos	43	20	NC	NC	600
Thallium	5.8	2	NC	NC	NC

GZA-87

Asbestos	43	20	NC	NC	600
Thallium	5.8	2	NC	NC	NC

GZA-146

Asbestos	43	20	NC	NC	600
Thallium	5.8	2	NC	NC	NC

GZA-149

Asbestos	43	20	NC	NC	600
Thallium	5.8	2	NC	NC	NC

GZA-151

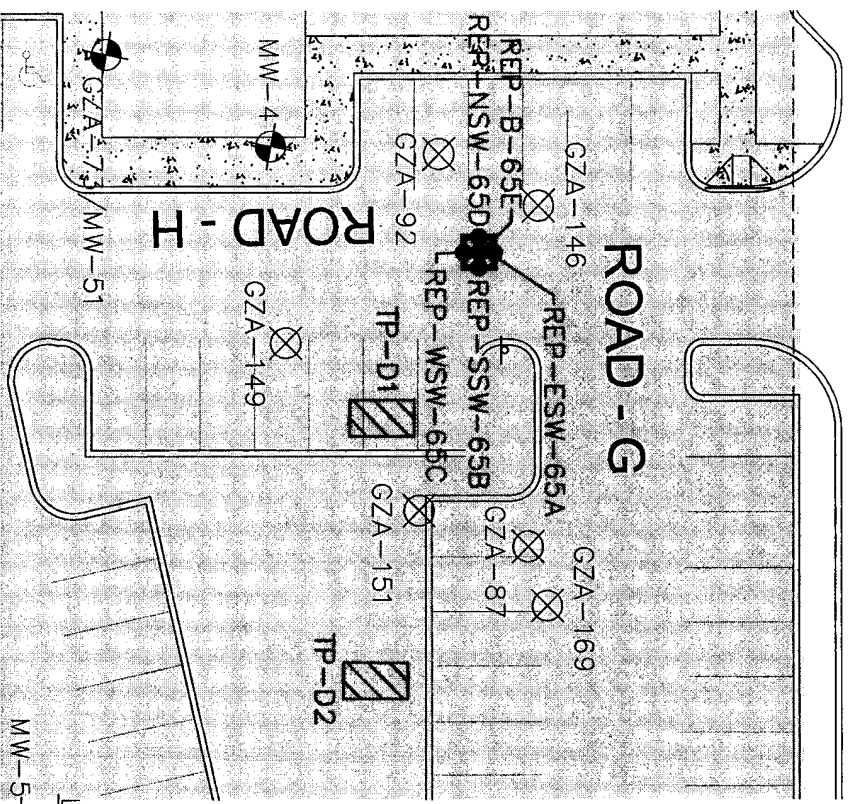
Asbestos	43	20	NC	NC	600
Thallium	5.8	2	NC	NC	NC

GZA-166

Asbestos	180	20	NC	NC	600
Thallium	17.6	2	NC	NC	NC

MW-65 ENDPOINTS

REP-ESW-65A	MG/KG	MJ/NRSCC	MJ/IGWSCC	RAS
Asbestos	170	20	NC	600
REP-SSW-65B	MG/KG	MJ/NRSCC	MJ/IGWSCC	RAS
Asbestos	120	20	NC	600
REP-WSW-65C	MG/KG	MJ/NRSCC	MJ/IGWSCC	RAS
Asbestos	140	20	NC	600
REP-NSW-65D	MG/KG	MJ/NRSCC	MJ/IGWSCC	RAS
Asbestos	180	20	NC	600
REP-B-65E	MG/KG	MJ/NRSCC	MJ/IGWSCC	RAS
Asbestos	110	20	NC	600



LEGEND:

- MW-51 MONITORING WELL LOCATION
- TP-D2 TEST PIT LOCATION
- GZA-2 BORING LOCATION
- REP-B-65E POST-EXCAVATION SAMPLE LOCATION
- EXCAVATION AREA

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Prepared By: **GZA**
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 Engineers and Scientists
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 (212) 279-8180

Project Mgr: DW
 Designed By: MT
 Drawn By: MT
 Date/Time Revised: Jan 31, 2011 - 2:58pm
 Revision No.: 1

1. PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

Soil Analytical Results
 Block 99 Lot 1 (Proposed Lot 109)
 ISRA Case #E20030062 and #E20040267

Deed Notice



Project No. **410161318.01**

Figure No. **B1-B4**

LB-8

Location	AS	MS	CS	MS	CS	MS	AS
LB-8 (3.3-4)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Antimony	21	14	NC	NC	NC	NC	600
Arsenic	60	20	NC	NC	NC	NC	600

SB-4

Location	AS	MS	CS	MS	CS	MS	AS
SB-4 (2-4)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Arsenic	57.7	20	NC	NC	NC	NC	600
Thallium	6.8	2	NC	NC	NC	NC	600
Chromium (total)	38.8	6,100/20	NC	NC	NC	NC	NC

GZA-67

Location	AS	MS	CS	MS	CS	MS	AS
GZA-67 (5.3-5)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Arsenic	69	20	NC	NC	NC	NC	600
Thallium	6.2	2	NC	NC	NC	NC	600

GZA-94

Location	AS	MS	CS	MS	CS	MS	AS
GZA-94 (4.4-5)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Arsenic	453	20	NC	NC	NC	NC	600
Lead	1,500	600	NC	NC	NC	NC	600
Thallium	12.3	2	NC	NC	NC	NC	600
Zinc	5,410	1,500	NC	NC	NC	NC	NC

GZA-147

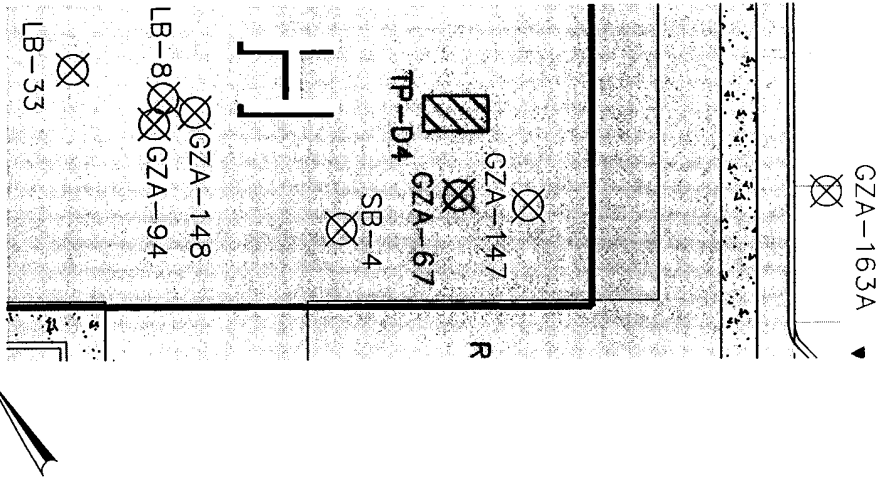
Location	AS	MS	CS	MS	CS	MS	AS
GZA-147 (0-2)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Arsenic	67.8	20	NC	NC	NC	NC	600
GZA-147 (3.3-4)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Arsenic	91.9	20	NC	NC	NC	NC	600

GZA-148

Location	AS	MS	CS	MS	CS	MS	AS
GZA-148 (0-2)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Arsenic	59.3	20	NC	NC	NC	NC	600
GZA-148 (2.2-5)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Arsenic	60.7	20	NC	NC	NC	NC	600
Thallium	2.3	2	NC	NC	NC	NC	600
GZA-148 (4.3-15.9)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Arsenic	44.1	20	NC	NC	NC	NC	600

GZA-163A

Location	AS	MS	CS	MS	CS	MS	AS
GZA-163A (0-2)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Arsenic	22	20	NC	NC	NC	NC	600
GZA-163A (7.5-9)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Arsenic	41.9	20	NC	NC	NC	NC	600
GZA-163A (13.5-15)	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG	MG/KG
Arsenic	44.1	20	NC	NC	NC	NC	600



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1. PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

Soil Analytical Results
 Block 99 Lot 1 (Proposed Lot 109)
 ISRA Case #E20030062 and #E200040267

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Project No. 410161318.01
 Figure No. B1-B5

SCALE
 0 15 30'

LB-7

LB-7 (3-3-8)	MG/KG	MG/KG	NJ NRSCC	NJ IGWSCC	RA5
Asbestos	77	20	NC	NC	600

GZA-68

GZA-68 (5-5-57)	MG/KG	MG/KG	NJ NRSCC	NJ IGWSCC	RA5
Asbestos	118	20	NC	NC	600
Thallium	5.3	2	NC	NC	600

GZA-81

GZA-81 (8-8-5)	MG/KG	MG/KG	NJ NRSCC	NJ IGWSCC	RA5
Asbestos	208	20	NC	NC	600

GZA-90

GZA-90 (10-10-5)	MG/KG	MG/KG	NJ NRSCC	NJ IGWSCC	RA5
Asbestos	136	20	NC	NC	600

E-163-CENTER

E163-CENTER(12-13)	MG/KG	MG/KG	NJ NRSCC	RA5
Asbestos	117	20	NC	600

E-163-NORTH

E163-NORTH(12-13)	MG/KG	MG/KG	NJ NRSCC	RA5
Asbestos	216	20	NC	600

E-163-SOUTH

E163-SOUTH(12-13)	MG/KG	MG/KG	NJ NRSCC	RA5
Asbestos	306	20	NC	600

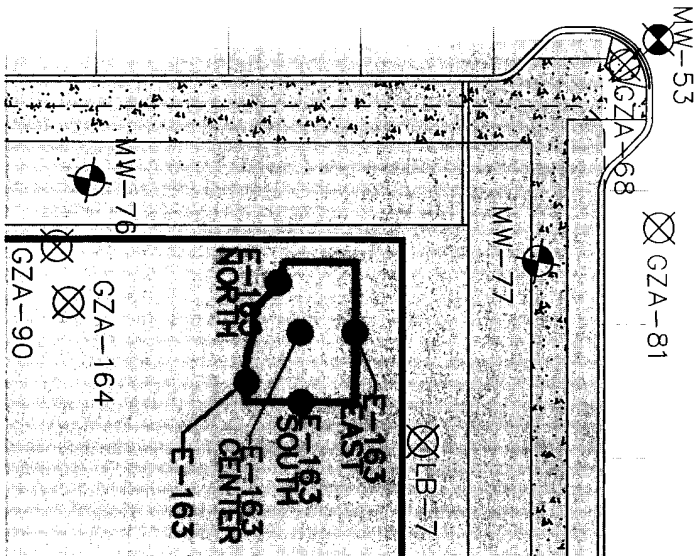
E-163-WEST

E163-WEST(12-13)	MG/KG	MG/KG	NJ NRSCC	RA5
Asbestos	45.8	20	NC	600

E-163-EAST

E163-EAST(12-13)	MG/KG	MG/KG	NJ NRSCC	RA5
Asbestos	188	20	NC	600

- LEGEND:**
- **E-165** POST-EXCAVATION SAMPLE LOCATION
 - **MW-5** MONITORING WELL LOCATION
 - ⊗ **GZA-2** BORING LOCATION
 - ⊗ **GZA-49** TEMPORARY WELL POINTS
 - EXCAVATION AREA



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1. PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

Soil Analytical Results
 Block 99 Lot 1 (Proposed Lot 109)
 ISRA Case #E20030062 and #E20040267

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Project No. 410161318.01
 Figure No. B1-B6

GZA-78

GZA-78 (8-8-57)	MG/KG	NJ NRSCC	NJ IGWSSC	RAS
Asbestos	58	20	NC	600

GZA-79

GZA-79 (8-8-57)	MG/KG	NJ NRSCC	NJ IGWSSC	RAS
Asbestos	42	20	NC	600

TP-D3

TP-D3 (4-8)	MG/KG	NJ NRSCC	NJ IGWSSC	RAS
Asbestos	475	20	NC	600
Lead	550	2	NC	600
TPC	3,000	1,500	NC	600

E-165-NORTH

E-165-NORTH(6-7)	MG/KG	NJ NRSCC	RAS
Asbestos	411	20	600

E-165-EAST

E-165-EAST(2/8-9-57)	MG/KG	NJ NRSCC	RAS
Asbestos	278	20	600

E-165-WEST-2

E-165-WEST(2/8-9-57)	MG/KG	NJ NRSCC	RAS
Asbestos	112	20	600

E-165-WEST-3

E-165-WEST(3/8-9-57)	MG/KG	NJ NRSCC	RAS
Asbestos	285	20	600

E-165-NORTH-2

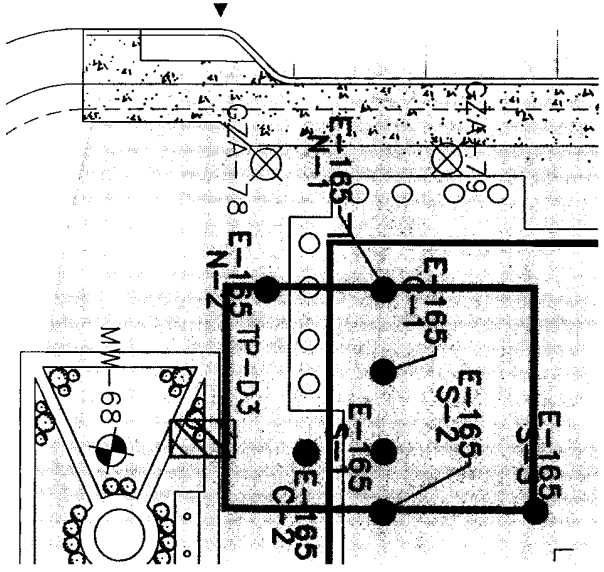
E-165-NORTH(2/8-9-57)	MG/KG	NJ NRSCC	RAS
Asbestos	178	20	600

E-165-CENTER-2

E-165-Center(2/9-10)	MG/KG	NJ NRSCC	RAS
Asbestos	379	20	600

E-165-SOUTH-3

E-165-South(3/8-9-57)	MG/KG	NJ NRSCC	RAS
Asbestos	171	20	600



LEGEND:

- E-165 POST-EXCAVATION SAMPLE LOCATION
- MW-5 MONITORING WELL LOCATION
- ⊠ TP-D2 TEST PIT LOCATION
- ⊗ GZA-2 BORING LOCATION
- ▭ EXCAVATION AREA

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 Revision No.:
 Rev.

1. PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

Soil Analytical Results
 Block 99 Lot 1 (Proposed Lot 109)
 ISRA Case #E20030062 and #E20040267

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Project No. 410161318.01
 Figure No. B1-B7

GZA-166

GZA-166 (4.5)	MG/KG	NJ NRSCC	NJ IGWSSC	RAS
		MG/KG	MG/KG	MG/KG
Asbestos				900
GZA-166 (7.5)	117	20	NC	NC
	MG/KG	MG/KG	MG/KG	MG/KG
Asbestos				900
Asbestos	512	20	NC	NC
Thallium	20.2	2	NC	NC

E-MW-26-N3

E-MW-26-N3(4.5)	MG/KG	NJ NRSCC	NJ IGWSSC
		MG/KG	MG/KG
Asbestos			900

E-MW-26-N6

E-MW-26-N6 (4.5)	MG/KG	NJ NRSCC	RAS
		MG/KG	MG/KG
Asbestos	99.3	20	900

E-MW-26-NW7

E-MW-26-NW7(6.5)	MG/KG	NJ NRSCC	RAS
		MG/KG	MG/KG
Asbestos	554	20	900

E-MW-26-E3

E-MW-26-E3 (4.5)	MG/KG	NJ NRSCC	RAS
		MG/KG	MG/KG
Asbestos	81.1	20	900

E-MW-26-W5

E-MW-26-W5 (6.5-7.5)	MG/KG	NJ NRSCC	RAS
		MG/KG	MG/KG
Asbestos	5,980	20	900

E-MW-26-W6

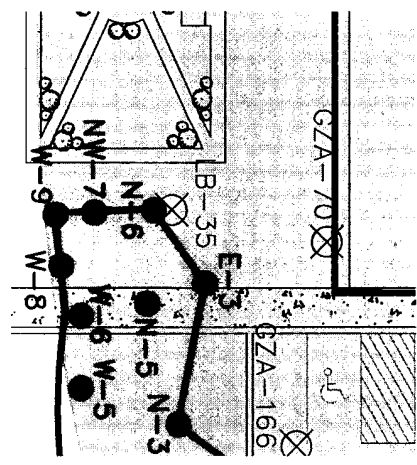
E-MW-26-W6(4.5-5.5)	MG/KG	NJ NRSCC	RAS
		MG/KG	MG/KG
Asbestos	998	20	900

E-MW-26-W8

E-MW-26-W8(6.5)	MG/KG	NJ NRSCC	RAS
		MG/KG	MG/KG
Asbestos	8,420	20	900

E-MW-26-W9

E-MW-26-W9(6.5)	MG/KG	NJ NRSCC	RAS
		MG/KG	MG/KG
Asbestos	413	20	900



LEGEND:

- E-165 ● POST-EXCAVATION SAMPLE LOCATION
- MW-5 ○ MONITORING WELL LOCATION
- GZA-2 ⊗ BORING LOCATION
- ▨ EXCAVATION AREA

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Project Mgr: DW
Designed By: MF
Reviewed By: AA
Drawn By: MF

Date/Time Revised: Jan 31, 2011 - 3:00pm
Revision No.: Rev

1 PARK EDGEWATER
45 River Road
Edgewater, New Jersey

Soil Analytical Results
Block 99 Lot 1 (Proposed Lot 109)
ISRA Case #E20030062 and #E20040267

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Project No. 410161318.01

Figure No. B1-B8

GZA-66

	NJ NRSCC	NJ IGWSCC	RAS
GZA-66 (4.5-57)	MG/KG	MG/KG	MG/KG
Asbestos	64	20	600
Thallium	5.9	2	NC

E-MW-26-C1

	NJ NRSCC	NJ IGWSCC	RAS
E-MW-26-C1(12-137)	MG/KG	MG/KG	MG/KG
Asbestos	87.1	20	600

E-MW-26-C2

	NJ NRSCC	NJ IGWSCC	RAS
E-MW-26-C2(12-137)	MG/KG	MG/KG	MG/KG
Asbestos	386	20	NC
			600

E-MW-26-S1

	NJ NRSCC	NJ IGWSCC	RAS
E-MW-26-S1(8-107)	MG/KG	MG/KG	MG/KG
Asbestos	22.1	20	NC
			600

E-MW-26-S2

	NJ NRSCC	NJ IGWSCC	RAS
E-MW-26-S2(8-107)	MG/KG	MG/KG	MG/KG
Asbestos	80.8	20	NC
			600

E-MW-26-N1

	NJ NRSCC	NJ IGWSCC	RAS
E-MW-26-N1(8-107)	MG/KG	MG/KG	MG/KG
Asbestos	5.180	20	600

E-MW-26-N2

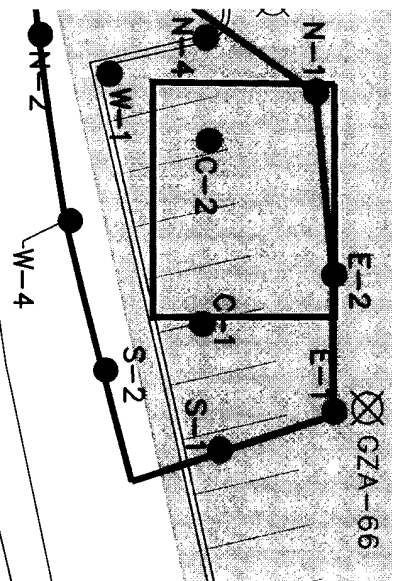
	NJ NRSCC	NJ IGWSCC	RAS
E-MW-26-N2(2-257)	MG/KG	MG/KG	MG/KG
Asbestos	5.180	20	600

E-MW-26-E1

	NJ NRSCC	NJ IGWSCC	RAS
E-MW-26-E1(11-127)	MG/KG	MG/KG	MG/KG
Asbestos			

E-MW-26-W4

	NJ NRSCC	NJ IGWSCC	RAS
E-MW-26-W4(12-137)	MG/KG	MG/KG	MG/KG
Asbestos			



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1. PARK EDGEWATER
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Soil Analytical Results
 Block 99 Lot 1 (Proposed Lot 109)
 ISRA Case #E20030062 and #E20040267

Deed Notice

Project No. **410161318.01**
 Figure No. **B1-B9**

SCALE
 0 15' 30'

EXHIBIT B-2
TABLE 1
LANGAN SITE INVESTIGATION PART 1
SOIL ANALYTICAL RESULTS SUMMARY
POLICE STATION/BOROUGH HALL
45 RIVER ROAD EDGEWATER, NJ

Sample ID	CAS No	NJDEP Residential Direct Contaminant Criteria (mg/kg)	NJDEP Non-Residential Direct Contaminant Criteria (mg/kg)	NJDEP Impact to Groundwater Criteria (mg/kg)	SB-4	SB-22	NW-23A
Acetlist Sample ID	Date Sampled	Depth (ft)	Depth (ft)	Depth (ft)	5/01	5/01	5/01
Depth (ft)	Depth (ft)	Depth (ft)	Depth (ft)	Depth (ft)	Depth (ft)	Depth (ft)	Depth (ft)
Depth (ft)	Depth (ft)	Depth (ft)	Depth (ft)	Depth (ft)	Depth (ft)	Depth (ft)	Depth (ft)
Benzene	71-43-2	3	13	1	<0.240	<0.270	<0.45
2-Methylnaphthalene	91-57-8	NS	NS	NS	<0.210	<0.240	<0.45
3,4-Methyldibenzodioxin	106-14-5	2,800	10,000	(f)	<0.300	<0.330	<0.60
Acenaphthene	83-32-9	3,400	10,000	100	0.0509 J	0.0381 J	0.14
Acenaphthylene	208-96-8	NS	NS	NS	4.23	5.33	13.6
Anthracene	120-15-7	10,000	10,000	NS	0.0814 J	0.014	6.44
Benzo(a)anthracene	56-55-3	4	4	500	2.5	15	12.9
Benzo(b)fluoranthene	50-32-8	0.66	0.66	100	0.432	2.81	16.6
Benzo(k)fluoranthene	205-98-2	0.9	4	50	0.307	2.3	36.8
Benzo(g,h,i)perylene	191-24-2	NS	NS	NS	0.341	1.84	11.2
Benzo(a)pyrene	207-08-9	0.9	4	500	0.108	0.855	7.69
Benzo(e)pyrene	117-81-7	49	210	100	0.259	2.8	10.6
Benzo(a)phenanthrene	86-74-8	NS	NS	NS	0.187	0.081	0.0451 J
Carbazole	218-01-9	9	40	500	0.106	2.24	5.28
Chrysene	53-70-3	0.66	0.66	100	0.406	3.65	15.6
Dibenz(a,h)anthracene	132-64-9	NS	NS	NS	1.42	0.238	2.82
Dibenzofuran	206-44-0	2,300	10,000	NS	0.201	1.36	5.52
Fluoranthene	86-73-7	2,300	10,000	100	1.32	6.46	43.4
Fluorene	193-38-5	0.9	4	500	0.327	2.03	9.29
Indeno(1,2,3-cd)pyrene	85-01-8	NS	NS	NS	0.137	1.09	9.17
Naphthalene	108-95-2	10,000	10,000	100	0.331	0.851	2.97
Phenanthrene	129-05-0	1,700	10,000	50	1.26	34.8	50.9
Pyrene	142-95-5	NS	NS	NS	<0.210	<0.21	<0.34
Aluminum	7429-98-5	NS	NS	(f)	1.01	67.9	509
Antimony	7440-36-0	14	360	(f)	22,200	8,030	2,840
Arsenic	7440-38-2	20	20	(f)	<1.5	<1.2	<2.1
Barium	7440-39-3	700	4,200	(f)	16.1	15.4	8.8
Bismuth	7440-48-6	39	100	(f)	85.2	27.4	52.2
Calcium	7440-70-2	NS	NS	(f)	<0.82	<0.57	<1.0
Chromium (Total)	7440-47-3	240/270	6,100/20	NS	238,000	4,750	8
Copper	7440-48-4	NS	NS	NS	<1.2	18.8	6
Iron	7440-50-8	600	600	(f)	6.0	6.7	45.7
Lead	7439-92-1	400	600	(f)	22.8	15.0	13.6
Magnesium	7439-95-4	NS	NS	NS	826	5,880	39,700
Manganese	7439-97-6	NS	NS	NS	54.9	850	17.7
Mercury	7439-97-3	14	270	(f)	<0.001	0.091	0.063
Nickel	7440-02-0	250	2,400	NS	4.8	29.3	5.4
Potassium	7782-49-2	83	3,100	NS	<600	4,780	713
Selenium	7782-49-2	110	4,100	(f)	<1.2	2.8	<1.1
Silver	7782-49-2	NS	NS	NS	<1.2	<1.2	<2.1
Sodium	7440-20-0	2	2	NS	<800	<620	<570
Thallium	7440-52-2	370	7,100	(f)	6.8	14.2	<1.1
Vanadium	7440-58-6	1,500	1,500	(f)	5.8	19.7	8.2
Zinc	7440-66-6	1,100	21,000	(f)	85.5	199	45.1
Cyanide (TPHC)	57-12-5	NS	NS	(f)	<1.5	<1.2	<1.8
					54	92.4	248
					<30	48.6	168

NOTES:
NS = Not detected
<L = < LO standard
<1.4 = Not detected above this specified method detection limit
Dilution Factor may show more than one dilution was used to obtain the reported results.
J = Reported value is an estimated concentration below the method detection limit.
The direct contact standard for arsenic is based on natural background.
Only detected compounds are listed.
(f) The impact to groundwater values for inorganic constituents will be developed based upon site specific chemical and physical parameters.
(i) Insufficient information available to calculate impact to groundwater criteria.
Exceeds NJDEP NR8CC

EXHIBIT B-2
TABLE 2
LANGAN SITE INVESTIGATION PART 2
SOIL ANALYTICAL RESULTS SUMMARY
POLICE STATION/BOROUGH HALL
45 RIVER ROAD
EDGEWATER, NEW JERSEY

Client Sample ID: Veritech Sample ID: Sample Depth bgs (ft): Sample Depth MSL (ft): Sampling Date:	CAS No.	NJDEP Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Non-Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Impact to Groundwater Soil Cleanup Criteria (mg/kg)	LB-7 AB76665 3-3.5' 4 to 4.5' 1/13/2003 mg/kg	LB-8 AB76666 3.5-4' 2.3 to 2.8' 1/13/2003 mg/kg	LB-11 AB76856 3.5-4' 4.5 to 5' 1/15/2003 mg/kg
VOLATILE ORGANIC COMPOUNDS							
Ethylbenzene	100-41-4	1,000	1,000	100	0.15 U	0.16 U	0.35
M&P-Xylenes	108-38-3	410	1,000	67	0.3 U	0.32 U	0.21 J
Toluene	108-88-3	1,000	1,000	500	0.34	0.16 U	0.19
Trichloroethene	79-01-6	23	54	1	0.74 U	0.81 U	0.32 J
SEMI-VOLATILE ORGANIC COMPOUNDS							
2-Methylnaphthalene	91-57-6	NS	NS	NS	0.25 J	0.086 J	130 J
Acenaphthene	83-32-9	3,400	10,000	100	0.81 J	0.18 J	780
Acenaphthylene	208-96-8	NS	NS	NS	0.24 J	0.05 J	190 U
Anthracene	120-12-7	10,000	10,000	100	1.2	0.26 J	380
Benzo[a]anthracene	56-55-3	0.9	4.0	500	4.5	1.2	1,300
Benzo[a]pyrene	50-32-8	0.66	0.66	100	4.6	1.5	1,600
Benzo[b]Fluoranthene	205-99-2	0.9	4.0	50	5.8	2.3	1,700
Benzo[g,h,i]perylene	191-24-2	NS	NS	NS	2.1	0.62	490
Benzo[k]Fluoranthene	207-08-9	0.9	4	500	2.4	1	560
Bis(2-Ethylhexyl)phthalate	117-81-7	49	210	100	1.2 U	0.095 JE	190 U
Butylbenzylphthalate	85-68-7	1,100	10,000	100	1.2 U	0.42 U	190 U
Carbazole	86-74-8	NS	NS	NS	0.39 J	0.09 J	140 J
Chrysene	218-01-9	9	40	500	4.3	1.2	1,200
Dibenzo[a,h]anthracene	53-70-3	0.66	0.66	100	0.29 J	0.076 J	190 U
Dibenzofuran	132-64-9	NS	NS	NS	0.29 J	0.088 J	65 J
Di-n-butylphthalate	84-74-2	5,700	10,000	100	1.2 U	0.061 JB	190 U
Fluoranthene	206-44-0	2,300	10,000	100	7.3	1.6	1,600
Fluorene	86-73-7	2,300	10,000	100	0.52 J	0.1 J	210
Indeno[1,2,3-cd]pyrene	193-39-5	0.9	4	500	2.3	0.57	520
Naphthalene	91-20-3	230	4,200	100	0.49 J	0.18 J	110 J
Phenanthrene	85-01-8	NS	NS	NS	3.7	0.82	1100
Pyrene	129-00-0	1,700	10,000	100	6.4	2	1,600
PCBS/PESTICIDES							
Aroclor-1016	12674-11-2	NS	NS	NS	0.02 U	0.045	0.02 U
Aroclor-1242	53469-21-9	NS	NS	NS	0.073	0.021 U	0.02 U
Aroclor-1254	11097-69-1	NS	NS	NS	0.098	0.021 U	0.02 U
Aroclor-1260	11096-82-5	NS	NS	NS	0.02 U	0.021 U	0.02 U
Endrin Aldehyde	7421-93-4	NS	NS	NS	0.004 U	0.0042 U	0.004 U
P,P'-DDT	50-29-3	2	9	500	0.004 U	0.0042 U	0.004 U
METALS							
Aluminum	7440-22-4	NS	NS	(h)	3,100	3,900	2,700
Antimony	7429-90-5	14	340	(h)	19	21	2.5
Arsenic	7440-38-2	20	20	(h)	77	60	25
Barium	7440-39-3	700	4,700	(h)	170	90	100
Cadmium	7440-70-2	39	100	(h)	1	1.5	0.72 U
Calcium	7440-43-9	NS	NS	(h)	40,000	160,000	1,200 U
Chromium	7440-48-4	240/270	6,100/20	(h)	18	15	17
Cobalt	7440-47-3	NS	NS	(h)	6.5	4.3	8
Copper	7440-50-8	600	600	(h)	90	84	44
Iron	7439-89-6	NS	NS	(h)	24,000	22,000	12,000
Lead	7439-97-6	400	600	(h)	370	380	180
Magnesium	7440-09-7	NS	NS	(h)	1,200	3,400	600 U
Manganese	7439-95-4	NS	NS	(h)	870	250	27
Mercury	7439-96-5	14	270	(h)	0.74	2.8	0.4
Nickel	7440-23-5	250	2,400	(h)	52	34	150
Potassium	7440-02-0	NS	NS	(h)	600 U	630 U	600 U
Selenium	7439-92-1	63	3,100	(h)	2.7	2.5 U	2.4 U
Sodium	7782-49-2	NS	NS	(h)	600 U	820	600 U
Thallium	7440-28-0	2	2	(h)	1.4 U	1.7	1.4 U
Vanadium	7440-62-2	370	7,100	(h)	19	13 U	12 U
Zinc	7440-66-6	1,500	1,500	(h)	160	120	410
GENERAL CHEMISTRY							
TPH	--	10,000	10,000	10,000	100	190	890
Cyanide	57-12-5	1,100	21,000	(h)	1.5	1.3	1.4
% Solids	--	NS	NS	NS	83	79	83

NOTES:

- <1.4 = Compound was not detected above this specified method detection limit
- Dilution Factor may show more than one dilution was used to obtain the reported results.
- J = Reported value is an estimated concentration below the method detection limit.
- NS = No standard
- U = The compound was not detected at the indicated concentration.
- The direct contact standard for arsenic is based on natural background
- Only detected compounds are listed.
- (h) The impact to groundwater values for inorganic constituents will be developed based upon site specific chemical and physical parameters.

Exceeds NJDEP NRSCC

EXHIBIT B-2
TABLE 3
LANGAN SITE INVESTIGATION PART 3
SOIL ANALYTICAL RESULTS SUMMARY
POLICE STATION/BOROUGH HALL
45 RIVER ROAD
EDGEWATER, NEW JERSEY

Sample ID Veritech Sample ID Date Sampled Depth bgs (ft) Depth MSL (ft) Units	CAS No.	NJDEP Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Non- Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Impact to Groundwater Soil Cleanup Criteria (mg/kg)	LB-33 AB87648 6/26/2003 1.0-1.5' 6 to 6.5' mg/kg	LB-35 AB87649 6/26/2003 1.0-1.5' 5.5 to 6' mg/kg	LB-36 AB85469 5/22/2003 4.5-5.0' 3.5 to 4' mg/kg	LB-37 AB85470 5/22/2003 4.5-5.0' 3.5 to 4' mg/kg
VOLATILE COMPOUNDS								
Ethylbenzene	100-41-4	1,000	1,000	100	NA	NA	0.25 U	0.22
M&p-Xylenes	108-38-3	410	1,000	67	NA	NA	0.51 U	0.17 J
Methylene chloride	75-09-2	49	210	1	NA	NA	1.3	0.61 U
Toluene	108-88-3	1,000	1,000	500	NA	NA	0.25 U	0.13
Tetrachloroethene	79-01-6	23	54	1	NA	NA	1.3 U	0.15 J
SEMI-VOLATILE COMPOUNDS								
2-Methylnaphthalene	91-57-6	NS	NS	NS	NA	NA	34 J	98 J
Acenaphthene	83-32-9	3,400	10,000	100	NA	NA	200	410
Anthracene	120-12-7	10,000	10,000	100	NA	NA	260	140
Benzo[a]anthracene	56-55-3	0.9	4	500	NA	NA	520	630
Benzo[a]pyrene	50-32-8	0.66	0.66	100	NA	NA	400	700
Benzo[b]fluoranthene	205-99-2	0.9	4	50	NA	NA	570	750
Benzo[g,h,i]perylene	191-24-2	NS	NS	NS	NA	NA	170	340
Benzo[k]fluoranthene	207-08-9	0.9	4	500	NA	NA	230	280
Carbazole	86-74-8	NS	NS	NS	NA	NA	140	32 J
Chrysene	218-01-9	9	40	500	NA	NA	450	570
Dibenzo[a,h]Anthracene	53-70-3	0.66	0.66	100	NA	NA	46 J	56 J
Dibenzofuran	132-64-9	NS	NS	NS	NA	NA	76	15 J
Fluoranthene	206-44-0	2,300	10,000	100	NA	NA	860	510
Fluorene	86-73-7	2,300	10,000	100	NA	NA	150	83 J
Indeno[1,2,3-cd]pyrene	193-39-5	0.9	4	500	NA	NA	150	230
Naphthalene	91-20-3	230	4,200	100	NA	NA	73	63 J
Phenanthrene	85-01-8	NS	NS	NS	NA	NA	760	420
Pyrene	129-00-0	1,700	10,000	100	NA	NA	700	700
INORGANICS								
P,P'-DDT	50-29-3	2	9	500	NA	NA	0.16	0.092
HEAVY METALS AND METALLOIDS								
Aroclor-1254	11097-69-1	NS	NS	NS	0.029 U	0.028 U	0.16 U	0.098 U
Total PCBs	--	0.49	2	50	0.029 U	0.028 U	0.16 U	0.098 U
ME								
Aluminum	7440-22-4	NS	NS	(h)	NA	NA	5700	780
Antimony	7429-90-5	14	340	(h)	NA	NA	5.1	17
Arsenic	7440-38-2	20	20	(h)	NA	NA	16	8.4
Barium	7440-39-3	700	47,000	(h)	NA	NA	50	17
Calcium	7440-43-9	NS	NS	(h)	NA	NA	11,000	1,200 U
Total Chromium	7440-48-4	240/270	6,100/20	(h)	NA	NA	18	6
Cobalt	7440-47-3	NS	NS	(h)	NA	NA	12	3.4
Copper	7440-50-8	600	600	(h)	NA	NA	110	42
Iron	7439-89-6	NS	NS	(h)	NA	NA	24,000	3,800
Lead	7439-97-6	400	600	(h)	NA	NA	120	230
Magnesium	7440-09-7	NS	NS	(h)	NA	NA	2,600	590 U
Manganese	7439-95-4	NS	NS	(h)	NA	NA	210	30
Mercury	7439-96-5	14	270	(h)	NA	NA	0.24	0.098 U
Nickel	7440-23-5	250	2,400	(h)	NA	NA	62	26
Potassium	7440-02-0	NS	NS	(h)	NA	NA	940 U	590
Sodium	7782-49-2	NS	NS	(h)	NA	NA	940 U	590
Thallium	7440-28-0	2	2	(h)	NA	NA	2.3 U	1.4
Vanadium	7440-62-2	370	7100	(h)	NA	NA	23	12
Zinc	7440-66-6	1,500	1,500	(h)	NA	NA	220	140
GENERAL REMARKS								
% Solids		NS	NS	NS	NA	NA	53	85
Cyanide	57-12-5	1,100	21,000	(h)	NA	NA	1	0.33
Total Petroleum Hydrocarbons	--	10,000	10,000	10,000	NA	NA	2,500	1,200

* Note = Thallium detected above the NJDEP Criteria. The reporting limit is elevated because the % solids were low. The result is U.
 NS = No standard
 U = The compound was not detected at the indicated concentration.
 <1.4 = Compound was not detected above this specified method detection limit
 The direct contact standard for arsenic is based on natural background
 Only detected compounds are listed.
 (h) The impact to groundwater values for inorganic constituents will be developed based upon site specific chemical and physical parameters.

Exceeds NJDEP NRSCC

EXHIBIT B-2
TABLE 4
LANGAN SITE INVESTIGATION PART 4
SOIL ANALYTICAL RESULTS SUMMARY
POLICE STATION/BOROUGH HALL
45 RIVER ROAD
EDGEWATER, NEW JERSEY

Sample ID Veritech Sample ID Date Sampled Depth bgs (ft) Depth MSL (ft) Units	CAS No.	NJDEP Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Non- Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Impact to Groundwater Soil Cleanup Criteria (mg/kg)	B-1 AB92830 8/28/2003 4.5-5.0' 3.5 to 4' mg/kg	B-2 AB92829 8/28/2003 4.5-5.0' 3.4 - 3.9' mg/kg	B-4 AB92828 8/28/2003 4.5-5.0' 3.2 to 3.7' mg/kg	B-5 AB92831 8/28/2003 4.5-5.0' 3.4 to 3.9' mg/kg
SEMIVOLATILE COMPOUNDS								
2-Methylnaphthalene	91-57-6	NS	NS	NS	140	8.1	250	4.1
Acenaphthene	83-32-9	3,400	10,000	100	210	1.8	380	15
Acenaphthylene	208-96-8	NS	NS	NS	76	1	35	8.8
Anthracene	120-12-7	10,000	10,000	100	340	7.4	1,800	31
Benzidine	92-87-5	NS	NS	NS	150	16	190	18
Benzo[a]anthracene	56-55-3	0.9	4	500	300	19	220	63
Benzo[a]pyrene	50-32-8	0.66	0.66	100	200	17	120	39
Benzo[b]fluoranthene	205-99-2	0.9	4	50	200	21	140	52
Benzo[k]fluoranthene	191-24-2	NS	NS	NS	84	6.7	58	12
Benzo[e]fluoranthene	207-09-9	0.9	4	500	120	7	41	16
Carbazole	86-74-8	NS	NS	NS	140	0.86	690	7.8
Chrysene	218-01-9	9	40	500	220	15	210	54
Dibenz[a,h]Anthracene	53-70-3	0.66	0.66	100	34	3.3	21	6.3
Dibenzofuran	132-64-9	NS	NS	NS	140	0.93	450	8.9
Fluoranthene	206-44-0	2,300	10,000	100	640	35	720	110
Fluorene	86-73-7	2,300	10,000	100	230	2.3	820	15
Indeno[1,2,3-cd]pyrene	193-39-5	0.9	4	500	88	7.7	56	13
Isophorone	78-59-1	1,100	10,000	50	76	8.1	93	8.8
Naphthalene	91-20-3	230	4,200	100	370	1.4	110	4.1
Phenanthrene	85-01-8	NS	NS	NS	750	19	1,700	110
GENERAL								
% Solids	--	NS	NS	NS	88	82	72	76

Notes:
 * Note = Thallium detected above the NJDEP Criteria. The reporting limit is elevated because the % solids were low. The result is U.
 NA = Not Analyzed
 NS = No standard
 U = The compound was not detected at the indicated concentration.
 <1.4 = Compound was not detected above this specified method detection limit
 Dilution Factor may show more than one dilution was used to obtain the reported results.
 J = Reported value is an estimated concentration below the method detection limit.
 TICs = tentatively identified compounds
 The direct contact standard for arsenic is based on natural background
 Only detected compounds are listed.

Exceeds NJDEP NRSCC

EXHIBIT B-2
TABLE 5
GZA SITE INVESTIGATION
SOIL ANALYTICAL RESULTS SUMMARY
POLICE STATION/BOROUGH HALL
45 RIVER ROAD
EDGEWATER, NEW JERSEY

Sample ID Lab Sample Number Sampling Date Depth bgs (ft) Depth MSL (ft) Dilution Factor Units	CAS No.	NJDEP Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Non- Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Impact to Groundwater Soil Cleanup Criteria (mg/kg)	GZA-31 (2-4') T3564-07 07/07/05 2-4' 3 to 5' 5.0 mg/Kg
VOCs					
Toluene	108-88-3	1,000	1,000	500	0.062 J
SVOCs					
Benzo(a)pyrene	50-32-8	1	4	50	350
Benzo(g,h,i)perylene	191-24-2	NS	NS	NS	140
Dibenz(a,h)anthracene	53-70-3	1	1	100	330
Fluoranthene	206-44-0	10,000	10,000	100	89
Indeno(1,2,3-cd)pyrene	193-39-5	1	4	500	110
Pyrene	129-00-0	2,300	10,000	100	380
Metals					
Antimony	7429-90-5	14	340	(h)	23.4
Arsenic	7440-38-2	20	20	(h)	250
Beryllium	7440-39-3	2	2	(h)	0.299 J
Cadmium	7440-70-2	39	100	(h)	0.896
Chromium, trivalent	7440-48-4	120,000	(j)	(l)	111
Copper	7440-50-8	600	600	(h)	136
Lead	7439-97-6	400	600	(h)	1,280
Mercury	7439-96-5	14	270	(h)	1.2
Nickel	7440-23-5	250	2,400	(h)	19.4
Selenium	7439-92-1	63	3,100	(h)	2.54
Silver	7440-22-4	110	4,100	(h)	7.01
Thallium	7440-28-0	2	2	(h)	0.896 J
Zinc	7440-66-6	1,500	1,500	(h)	503

Notes:

- J - Data indicates the presence of a compound that meets the identification criteria. The result is less
- (h) The impact to groundwater values for inorganic constituents will be developed based on site specific chemical and physical parameters.
- (j) Contaminant not regulated for this exposure pathway.
- (l) No criterion derived for this contaminant.
- NS - No Standard
- Only detected compounds are listed.

Exceeds NJDEP NRSCC

EXHIBIT B-2
TABLE 6
GZA ADDITIONAL SITE INVESTIGATION
SOIL ANALYTICAL RESULTS SUMMARY
POLICE STATION/BOROUGH HALL
45 RIVER ROAD
EDGEWATER, NEW JERSEY

Sample ID Lab Sample Number Sampling Date Depth bgs (ft) Dilution Factor Units	CAS No.	NJDEP Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Non-Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Groundwater Soil Cleanup Criteria (mg/kg)	GZA-64 (5-5.5') X3009-01 06/01/06 3 to 3.5' 1.0	GZA-64 (5-5.5') X3009-01 06/01/06 3 to 3.5' 5.0	GZA-64DL (5-5.5') X3009-01DL 06/01/06 5-5.5' 3 to 3.5' 25.0	GZA-65 (5-5.5') X3009-02 06/01/06 2.8 to 3.3' 10.0	GZA-65DL (5-5.5') X3009-02DL 06/01/06 5-5.5' 2.8 to 3.3' 50.0	GZA-66 (4.5-5') X3009-03 06/01/06 4.5-5' 3.5 to 4'	GZA-67 (5-5.5') X3009-04 06/01/06 5-5.5' 2.5 to 3' 1.0	GZA-68 (5-5.5') X3009-05 06/01/06 5-5.5' 1.5 to 2' 1.0
SVOCs												
Acenaphthene	83-32-9	3,400	10,000	100	NA	2.4	2.1	18	16	0.084	0.084	0.09
Anthracene	120-12-7	10,000	10,000	100	NA	8.4	7.4	20	18	0.071	0.071	0.12
Benz(a)anthracene	56-55-3	0.9	4	500	NA	22	20	49	43	0.069	0.069	0.31
Benz(a)pyrene	50-32-8	0.66	0.66	100	NA	19	17	43	39	0.075	0.075	0.24
Benz(b)fluoranthene	205-99-2	0.9	4	50	NA	26	20	56	46	0.054	0.054	0.24
Benz(g,h,i)perylene	191-24-2	NC	NC	NC	NA	2.2	8.4	5.5	19	0.078	0.078	0.21
Benz(k)fluoranthene	207-08-9	0.9	4	500	NA	7.1	6.2	15	16	0.1	0.1	0.11
Chrysene	218-01-9	9	40	500	NA	20	19	41	39	0.085	0.085	0.29
Dibenz(a,h)anthracene	53-70-3	0.66	0.66	100	NA	0.95	1.5	2.2	2.6	0.059	0.059	0.063
Fluoranthene	206-44-0	2,300	10,000	100	NA	45	37	100	91	0.15	0.15	0.61
Fluorene	86-73-7	2,300	10,000	100	NA	3	2.7	6.7	6.2	0.078	0.078	0.085
Indeno(1,2,3-cd)pyrene	193-39-5	0.9	4	500	NA	5.9	9.3	15	20	0.11	0.11	0.42
Isophorone	78-59-1	1,100	10,000	50	NA	0.35	1.7	0.63	3.1	0.071	0.071	0.076
Naphthalene	91-20-3	230	4,200	100	NA	1.1	2	1.8	3.6	0.08	0.08	0.086
Phenanthrene	85-01-8	NC	NC	NC	NA	26	23	22	21	0.095	0.095	0.39
Pyrene	129-00-0	1,700	10,000	100	NA	34	34	80	84	0.11	0.11	0.46
Metals												
Antimony	7440-36-0	14	340	(h)	9.01	NA	NA	8.63	NA	8.9	49.5	118
Arsenic	7440-38-2	20	20	(h)	11.8	NA	NA	332	NA	64.3	65.6	116
Beryllium	7440-41-7	2	2	(h)	0.348	NA	NA	0.298	NA	0.151	0.159	0.246
Cadmium	7440-43-9	39	100	(h)	0.046	NA	NA	0.665	NA	0.047	0.046	0.215
Chromium	7440-47-3	120,000	(i)	(i)	3,420	NA	NA	34.5	NA	4.44	1.44	11.8
Copper	7440-50-8	600	600	(h)	24.5	NA	NA	179	NA	16.9	7.71	56.7
Lead	7439-92-1	400	600	(h)	76.7	NA	NA	693	NA	110	35.3	422
Mercury	7439-97-6	14	270	(h)	0.188	NA	NA	1.3	NA	0.2	0.149	1
Nickel	7440-02-0	250	2,400	(h)	12.2	NA	NA	11.6	NA	3.52	4.7	22.6
Selenium	7782-49-2	63	3,100	(h)	1,340	NA	NA	1.86	NA	0.482	0.48	6.9
Silver	7440-22-4	110	4,100	(h)	1,460	NA	NA	2.31	NA	0.694	0.67	1.58
Thallium	7440-28-0	2	2	(h)	0.728	NA	NA	4.58	NA	5.85	6.17	5.3
Zinc	7440-66-6	1,500	1,500	(h)	226	NA	NA	600	NA	5.42	13.4	145

Notes:
 U - The compound was not detected at the indicated concentration.
 J - Data indicates the presence of a compound that meets the identification criteria. The result is less than the quantitation limit but greater than zero.
 The concentration given is an approximate value.
 B - The analyte was found in the laboratory blank as well as the sample. This indicates possible laboratory contamination of the environmental sample.
 D - Sample was diluted for analysis
 P - For dual column analysis, the percent difference between the quantitated concentrations on the two columns is greater than 40%.
 * - For dual column analysis, the lowest quantitated concentration is being reported due to coeluting interference.
 NA - Not analyzed
 Only detected compounds are listed.
 (h) The impact to groundwater values for inorganic constituents will be developed based on site specific chemical and physical parameters.
 (i) Contaminant not regulated for this exposure pathway.
 (j) No criterion derived for this contaminant.

Exceeds NJDEP NRSCC

EXHIBIT B-2
TABLE 10
ARSENIC EXCAVATIONS
SOIL ANALYTICAL RESULTS SUMMARY
POLICE STATION THROUGH HALL
400 BERGEN ROAD
EDGEWATER, NEW JERSEY

Sample ID Lab Sample No. Sampling Date Depth (ft) Depth MSL (ft) Units	NUDEP Remedial Direct Contact Soil Cleanup Criteria (mg/kg)	NUDEP Non-Residential Direct Contact Soil Cleanup Criteria (mg/kg)	Remedial Action Standard (mg/kg)	E163-CentR(12-13) 951209 9/18/08 12-13 -5.5 to -4.5 mg/kg	E163-NorR(12-13) 951210 9/18/08 12-13 -5.5 to -4.5 mg/kg	E163-SouR(12-13) 951211 9/18/08 12-13 -5.5 to -4.5 mg/kg	E163-Wes(12-13) 951212 9/18/08 12-13 -5.5 to -4.5 mg/kg	E163-Lag(12-13) 951213 9/18/08 12-13 -5.5 to -4.5 mg/kg
7440-38-2	20	20	600	117	216	358	45.8	188
Asaric								

Sample ID Lab Sample No. Sampling Date Depth (ft) Depth MSL (ft) Units	NUDEP Remedial Direct Contact Soil Cleanup Criteria (mg/kg)	NUDEP Non-Residential Direct Contact Soil Cleanup Criteria (mg/kg)	Remedial Action Standard (mg/kg)	E165-Wes(10,0,0,5,5) 951916 9/18/08 0 to 0.5 0 to 0.5 mg/kg	E165-Nor(10,0,0,5,5) 951917 9/18/08 0 to 0.5 0 to 0.5 mg/kg	E165-Nor(10,0,0,5,5) 951918 9/18/08 0 to 0.5 0 to 0.5 mg/kg	E165-Nor(10,0,0,5,5) 951919 9/18/08 0 to 0.5 0 to 0.5 mg/kg	E165-Sou(10,0,0,5,5) 951920 9/18/08 0 to 0.5 0 to 0.5 mg/kg	E165-Wes(10,0,0,5,5) 951921 9/18/08 0 to 0.5 0 to 0.5 mg/kg
7440-38-2	20	20	279	112	285	178	178	171	171
Asaric									

Sample ID Lab Sample No. Sampling Date Depth (ft) Depth MSL (ft) Units	NUDEP Remedial Direct Contact Soil Cleanup Criteria (mg/kg)	NUDEP Non-Residential Direct Contact Soil Cleanup Criteria (mg/kg)	Remedial Action Standard (mg/kg)	E-MW-26-W5 (6.5-7.5) 952915 9/18/08 4.5 3.7 to 5.7 mg/kg	E-MW-26-W6 (4.5-5.5) 952916 9/18/08 4.5 1.7 to 3.7 mg/kg	E-MW-26-W7 (6-8) 952917 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W8 (6-8) 952918 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W9 (6-8) 952919 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W10 (6-8) 952920 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W11 (6-8) 952921 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W12 (6-8) 952922 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W13 (6-8) 952923 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W14 (6-8) 952924 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W15 (6-8) 952925 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W16 (6-8) 952926 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W17 (6-8) 952927 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W18 (6-8) 952928 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W19 (6-8) 952929 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W20 (6-8) 952930 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W21 (6-8) 952931 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W22 (6-8) 952932 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W23 (6-8) 952933 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W24 (6-8) 952934 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W25 (6-8) 952935 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W26 (6-8) 952936 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W27 (6-8) 952937 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W28 (6-8) 952938 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W29 (6-8) 952939 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W30 (6-8) 952940 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W31 (6-8) 952941 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W32 (6-8) 952942 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W33 (6-8) 952943 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W34 (6-8) 952944 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W35 (6-8) 952945 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W36 (6-8) 952946 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W37 (6-8) 952947 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W38 (6-8) 952948 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W39 (6-8) 952949 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W40 (6-8) 952950 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W41 (6-8) 952951 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W42 (6-8) 952952 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W43 (6-8) 952953 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W44 (6-8) 952954 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W45 (6-8) 952955 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W46 (6-8) 952956 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W47 (6-8) 952957 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W48 (6-8) 952958 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W49 (6-8) 952959 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W50 (6-8) 952960 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W51 (6-8) 952961 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W52 (6-8) 952962 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W53 (6-8) 952963 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W54 (6-8) 952964 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W55 (6-8) 952965 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W56 (6-8) 952966 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W57 (6-8) 952967 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W58 (6-8) 952968 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W59 (6-8) 952969 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W60 (6-8) 952970 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W61 (6-8) 952971 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W62 (6-8) 952972 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W63 (6-8) 952973 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W64 (6-8) 952974 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W65 (6-8) 952975 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W66 (6-8) 952976 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W67 (6-8) 952977 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W68 (6-8) 952978 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W69 (6-8) 952979 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W70 (6-8) 952980 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W71 (6-8) 952981 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W72 (6-8) 952982 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W73 (6-8) 952983 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W74 (6-8) 952984 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W75 (6-8) 952985 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W76 (6-8) 952986 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W77 (6-8) 952987 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W78 (6-8) 952988 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W79 (6-8) 952989 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W80 (6-8) 952990 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W81 (6-8) 952991 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W82 (6-8) 952992 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W83 (6-8) 952993 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W84 (6-8) 952994 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W85 (6-8) 952995 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W86 (6-8) 952996 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W87 (6-8) 952997 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W88 (6-8) 952998 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W89 (6-8) 952999 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W90 (6-8) 953000 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W91 (6-8) 953001 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W92 (6-8) 953002 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W93 (6-8) 953003 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W94 (6-8) 953004 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W95 (6-8) 953005 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W96 (6-8) 953006 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W97 (6-8) 953007 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W98 (6-8) 953008 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W99 (6-8) 953009 9/18/08 6-8 1 to 3 mg/kg	E-MW-26-W100 (6-8) 953010 9/18/08 6-8 1 to 3 mg/kg
7440-38-2	20	20	554	9,426	413	5,160	89.3	22.1	50.6	87.1	386																																																																																								
Asaric																																																																																																			

Notes:
U - The compound was not detected at the indicated concentration.
B - Reported value is less than the Reporting Limit but greater than the Instrument Detection Limit.
N - The spiked sample recovery is not within control limits.

Excess NUDEP RESCOT
100 Excess Remedial Action Standard

EXHIBIT B-2
TABLE 11
MW-26 EXCAVATION SOIL ANALYTICAL RESULTS SUMMARY
45 RIVER ROAD
EDGEWATER, NEW JERSEY

Sample ID	Lab Sample Number	CAS No.	MUSEP Revised Direct Contact Soil Cleanup Criteria (mg/kg)	MUSEP Non- Hazardous Material Direct Contact Soil Cleanup Criteria (mg/kg)	MUSEP Non- Hazardous Material Groundwater Soil Cleanup Criteria (mg/kg)	E-MW-26-E1 (11-12) 220-6596-6 9108 11-12 -2.3 to -1.3' 1 mg/kg	E-MW-26-E2 (11-12) 220-6596-7 9108 11-12 -2.3 to -1.3' 1 mg/kg	E-MW-26-W4 (12-13) 952278 9108 12-13 -4.4 to -3.4' 1 mg/kg	E-MW-26-N1 (8-10) 220-6527-3 9108 8-10 -0.8 to 0.2' 1 mg/kg	E-MW-26-N3 (7-8) 220-6527-5 9108 7-8 1.7 to 2.7' 1 mg/kg	E-MW-26-N4 (12-13) 952279 9108 12-13 -3.3 to -2.3' 1 mg/kg	E-MW-26-S1 (8-10) 220-6527-1 9108 8-10 -0.3 to 0.7' 1 mg/kg	E-MW-26-S2 (8-10) 220-6527-2 9108 8-10 -0.3 to 0.7' 1 mg/kg	E-MW-26-C1 (12-13) 951274 9108 12-13 -3.3 to -2.3' 1 mg/kg	E-MW-26-C2 (12-13) 951275 9108 12-13 -3.3 to -2.3' 1 mg/kg	
Volatile Organic Compounds																
	Benzene	71-43-2	3	13	1	0.011	U	0.0026	U	0.007	U	0.0038	U	0.14	U	0.17
	Chloroethane	75-00-3	220	1,100	NS	0.011	U	0.0079	U	0.007	U	0.011	U	0.097	U	0.85
	Ethylbenzene	100-41-4	1,000	1,000	100	0.011	U	0.015	U	0.007	U	0.014	U	0.13	U	0.33
	Methylene Chloride	75-09-2	34	97	1	0.042	J	0.0048	U	0.023	J	0.0041	J	0.032	J	0.51
	Toluene (Total)	100-52-6	1,500	1,500	50	0.011	U	0.0073	J	0.007	U	0.012	U	0.11	U	0.65
	1,1,1-Trichloroethane	13395-20-7	1,500	1,500	50	NA	NA	0.062	NA	NA	NA	NA	NA	2.1	NA	0.35
Polycyclic Aromatic Hydrocarbons																
	2-Methylanthracene	91-57-8	NS	NS	NS	7.2	U	6.6	U	0.3	J	NA	1	3	NA	NA
	Acenaphthene	83-32-9	3,400	10,000	100	2.4	J	1.9	J	0.61	J	0.014	J	0.87	U	14
	Acenaphthylene	208-96-8	NS	NS	NS	1.7	J	6.6	U	5.5	U	0.39	U	0.54	U	1.8
	Anthracene	120-127	10,000	10,000	100	6	J	2.7	J	1.3	J	0.024	J	2	U	19
	Benzo[a]anthracene	56-55-3	0.9	4	500	8.3	U	3.2	U	2.3	U	0.028	U	3.8	U	17
	Benzo[b]fluoranthene	50-52-8	0.65	4	100	6.6	J	2.3	J	2.4	J	0.06	U	3	U	12
	Benzo[k]fluoranthene	205-99-2	0.9	4	100	7	J	1.9	J	2.5	J	0.06	U	3.3	U	8.2
	Benzo[e]pyrene	191-24-2	NS	NS	NS	4.8	J	0.76	J	2.3	J	0.06	U	1.7	J	12
	Benzo[a]pyrene	125-28-3	NS	NS	NS	2.8	J	3.2	J	2.8	J	0.027	J	2.2	J	4.2
	Chrysene	218-01-9	9	46	500	3.3	U	3.2	U	0.65	U	0.06	U	4	U	12
	Fluoranthene	208-44-0	0.65	4	100	1.4	J	0.38	J	0.65	U	0.06	U	0.46	U	2.8
	Fluorene	86-73-7	2,300	10,000	100	3.4	J	2.2	J	4.1	U	0.69	U	1.80	U	39
	Indeno[1,2,3-cd]pyrene	193-38-5	0.9	4	500	4.9	J	0.81	J	0.79	U	0.6	U	4.8	U	17
	Naphthalene	91-50-3	230	4,200	100	6.6	J	26	J	2.7	J	0.06	U	1.1	J	5.9
	Phenanthrene	85-01-8	NS	NS	NS	16	J	12	J	1.4	J	0.61	J	8.7	U	110
	Pyrene	129-00-0	1,700	10,000	100	15	J	6.8	J	2.6	J	0.62	J	7.5	U	64
						2.9	J	6.8	J	3.8	J	0.69	J	9.8	U	34

Notes:
 NS - Not analyzed.
 NA - Not available.
 U - The compound was not detected at the indicated concentration.
 J - Data indicates the presence of a compound that meets the identification criteria. The result is less than the quantitation limit but greater than zero. The concentration given is an approximate value.
 B - The analyte was found in the laboratory blank as well as the sample. This indicates possible laboratory contamination of the sample.
 * Duplicate RPD, MS or HCP exceedance limits.
 Only detected compounds are listed.
Exceeds NJDEP MRSLC

EXHIBIT B-2
TABLE 13
REMEDIAL ACTION
POLICE STATION/BOROUGH HALL
45 RIVER ROAD
EDGEWATER, NEW JERSEY

Sample ID Lab Sample No. Sampling Date Depth bgs (ft) Depth MSL (ft) Units	CAS No.	NJDEP Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Non-Residential Direct Contact Soil Cleanup Criteria (mg/kg)	NJDEP Impact to Groundwater Soil Cleanup Criteria (mg/kg)	GZA-169 (14.5-15') 975819 12/18/08 14.5-15' -7.5 to -7' mg/kg
VOLATILE ORGANIC COMPOUNDS					
Benzene	71-43-2	3	13	1	0.011
Carbon Disulfide	75-15-0	NS	NS	NS	0.0031
Carbon Tetrachloride	56-23-5	2	4	1	0.0023 U
Chloromethane	74-87-3	520	1,000	10	0.0023 U
Ethylbenzene	100-41-4	1,000	1,000	100	0.081
Toluene	108-88-3	1,000	1,000	500	0.009
Xylene (Total)	1330-20-7	1,500	1,500	67	0.12
SEMIVOLATILE COMPOUNDS					
2-Methylnaphthalene	91-57-6	NS	NS	NS	1.2 J
Acenaphthene	83-32-9	3,400	10,000	100	5.5
Acenaphthylene	208-96-8	NS	NS	NS	0.51 J
Anthracene	120-12-7	10,000	10,000	100	12
Benzo(a)anthracene	56-55-3	0.9	4	500	14
Benzo(a)pyrene	50-32-8	0.66	0.66	100	9.6
Benzo(b)fluoranthene	205-99-2	0.9	4	50	9.1
Benzo(g,h,i)perylene	191-24-2	NS	NS	NS	2.8
Benzo(k)fluoranthene	207-08-9	0.9	4	500	9.4
Carbazole	86-74-8	NS	NS	NS	2.9
Chrysene	218-01-9	9	40	500	11
Dibenz(a,h)anthracene	53-70-3	0.66	0.66	100	1.6
Dibenzofuran	132-64-9	NS	NS	NS	6.2
Fluoranthene	206-44-0	2,300	10,000	100	29
Fluorene	86-73-7	2,300	10,000	100	9.1
Indeno(1,2,3-cd)pyrene	193-39-5	0.9	4	500	3.2
Naphthalene	91-20-3	230	4,200	100	5.6
Phenanthrene	85-01-8	NS	NS	NS	42
Pyrene	129-00-0	1,700	10,000	100	24
PESTICIDES					
Methoxychlor	72-43-5	250	5,200	50	0.026
METALS					
Aluminum	7440-22-4	NS	NS	(h)	2,480
Antimony	7429-90-5	14	340	(h)	6.2
Arsenic	7440-38-2	20	20	(h)	180
Barium	7440-39-3	700	4,700	(h)	33.2 B
Beryllium	7440-41-7	2	2	(h)	0.26 B
Cadmium	7440-70-2	39	100	(h)	1.2 B
Calcium	7440-43-9	NS	NS	(h)	18,000
Chromium	7440-48-4	20	240	(h)	6.2
Cobalt	7440-47-3	NS	NS	(h)	5 B
Copper	7440-50-8	600	600	(h)	26.5
Iron	7439-89-6	NS	NS	(h)	2,450
Lead	7439-97-6	400	600	(h)	104
Magnesium	7440-09-7	NS	NS	(h)	293 B
Manganese	7439-95-4	NS	NS	(h)	29.5
Mercury	7439-96-5	14	270	(h)	0.15
Nickel	7440-23-5	250	2,400	(h)	12.3
Potassium	7440-02-0	NS	NS	(h)	320 B
Selenium	7439-92-1	63	3,100	(h)	2.4
Sodium	7782-49-2	NS	NS	(h)	243 B
Thallium	7440-28-0	2	2	(h)	17.6
Vanadium	7440-62-2	370	7,100	(h)	15.2
Zinc	7440-66-6	1,500	1,500	(h)	123

Notes:

- U - The compound was not detected at the indicated concentration.
- B - Reported value is less than the Reporting Limit but greater than the Instrument Detection Limit.
- N - The spiked sample recovery is not within control limits.
- P - For dual column analysis, the percent difference between the quantitated concentrations on the two columns is greater than 40%
- * - For dual column analysis, the lowest quantitated concentration is being reported due to coeluting interference.
- J - Data indicates the presence of a compound that meets the identification criteria. The result is less than the quantitation limit but greater than zero.
The concentration given is an approximate value.
- (h) The impact to ground water values for inorganic constituents will be developed based upon site specific chemical and physical parameters.
- NS - No standard
- NA - Not Analyzed

Exceeds NJDEP NRSCC

EXHIBIT B-2
TABLE 14

REMEDIAL ACTION 10/8/10
POLICE STATION/BOROUGH HALL
45 RIVER ROAD, EDGEWATER, NEW JERSEY

Sample ID	CAS No.	NJDEP Non-Residential Direct Contact SCC (mg/kg)	NJDEP Impact to Groundwater SCC (mg/kg)	Units	REP-NSW-65D 10/8/2010 L1015853-01	REP-SSW-65B 10/8/2010 L1015853-02	REP-ESW-65A 10/8/2010 L1015853-03	REP-WSW-65C 10/8/2010 L1015853-04	REP-B-65E 10/8/2010 L1015853-05
	7440-38-2	20	20	mg/kg	160	120	170	140	110
Total Metals									
Arsenic, Total									
General Chemistry									
Solids, Total	NONE	-	-	%	79	69	78	77	64

Notes:

Exceeds NJDEP NRSCC

SCC - Soil Cleanup Criteria

Exhibit C

Institutional and Engineering Controls

The Site has contaminants above the residential direct contact soil cleanup criteria; therefore the entire Site 1.8-acre parcel will be discussed in this deed notice. Institutional and engineering controls are both in place to prevent contact with the contaminated areas on-Site and to safeguard the health of the public and the environment. Institutional controls include the zoning of the site to prohibit residential development and the recording of this Deed Notice. Engineering controls consist of asphalt, concrete and vegetative caps and eliminating the potential for direct contact with contaminants.

The Site is currently being redeveloped for non-residential use with a building for police station and offices for the Borough of Edgewater. Prior to the start of constructing the PS/BH, areas were excavated to remove pitch impacting groundwater and arsenic in soils over 600 ppm. These areas are shown on **Exhibit B-1B**. Areas that were excavated were backfilled with 2-inch thick crushed stone.

The majority of the Site, with the exception of the footprint of the existing building, will be paved with an asphalt or concrete cap which will be used as parking lots and sidewalks as part of development. Various areas will also be capped with landscaping. These caps function as a barrier to keep the contaminated soil from spreading and resurfacing due to site activities or soil erosion.

All current and subsequent owners, operators, and lessees will be advised of the conditions on this Site and will be provided copies of the Deed Notice. Until the areas of contamination are remediated to the New Jersey unrestricted use standards, the institutional and engineering controls and restrictions shall remain in place.

Exhibit C-1: Deed Notice and Institutional Controls

Institutional controls are in place to limit potential exposure to the soils in the restricted area. The Site is currently zoned Commercial, thereby prohibiting the development of the site for residential purposes. Placement of this Deed Notice constitutes an institutional control, as described below.

This Deed Notice acts as an institutional control by placing use restrictions at the Site. First, the restricted areas must not be disturbed in order to prevent human contact with soil. The existing engineering controls shall remain in place and shall be maintained as needed to prevent contact with the contaminated soil. If the restricted area is to be disturbed, necessary and appropriate health and safety measures must be used when working within the restricted areas. At a minimum measures must include notifying the NJDEP and monitoring for dust and volatile organic compounds. A Soil Management Plan will be established prior to any soil intrusive work at the Site. Following any work, the restricted areas must be completed with engineering controls providing equivalent protection against direct contact as do the existing controls, or remediated to unrestricted

use levels. Second, the Property shall not be used in a residential capacity while this deed notice is in place. If the Property is to be used in a residential capacity, an appropriate remedy must be agreed upon with NJDEP.

Exhibit C-2: Engineering Controls – Pavement Capped Areas

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course.

Exhibit C-3: Engineering Controls – Concrete Capped Areas

The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of ¾-inch clean crushed stone and 4-inches class B concrete.

Exhibit C-4: Engineering Controls –Paver Area

The paver cap covering a portion of the walkway west of the building, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Exhibit C-5: Engineering Controls –Building Capped Area

The PS/BH building was brought up approximately 5 feet from ground surface with clean fill and gravel. The concrete slab is 8-inches thick and has a gas vapor barrier and ventilation system consisting of 12-inches of crushed stone, a nonwoven drainage geotextile layer and 40-ml HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system.

Exhibit C-6: Engineering Controls – Landscape Capped Areas

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.

A diagram of the engineering controls is included as **Exhibit C-2 and C-6**.

Monitoring and Inspection

At a minimum, the responsible party will monitor the institutional and engineering controls, including the Deed Notice, Fenced Areas and Capped Areas, (in the spring and

in the fall) of the entire Site. During the site inspection, the integrity of the caps over the restricted use areas will be evaluated. Impermeable capped areas including the building foundation, sidewalks and asphalt will be examined for cracking, damage, loss and wear. Vegetative capped areas will be routinely evaluated for erosion and stressed vegetation. The responsible party will maintain a regular schedule for mowing and maintaining vegetative growth and reseeding/replanting on an as needed basis.

The results of each inspection and any maintenance of or disturbances to the engineering controls shall be documented either in a logbook retained on-Site and shall include dates of the inspection, name of the inspector, results of the inspection and condition of the engineering controls. If it is not possible to visually evaluate the integrity/performance of the engineering controls, sampling may be necessary. Documentation shall be maintained on-Site and made available to NJDEP on request.

If any new standards, regulations or laws applying to the Site necessitate additional sampling at the Site in order to evaluate the protectiveness of the remedial action a sampling plan will be established with a health and safety plan.

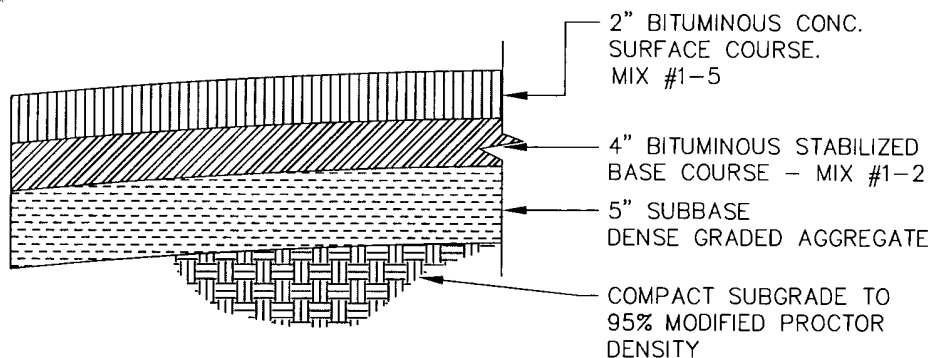
Maintenance

Maintenance will be conducted as necessary to maintain the integrity of the caps and fencing. Following the required inspections, as detailed above, the caps over the restricted use areas will be maintained, and any unacceptable cracks, damage, or missing pavement will be repaired or replaced. Fencing will be repaired, after inspection, as necessary to ensure unauthorized site access.

Reporting

Pursuant to N.J.S.A. 58:10B-13.1, the responsible party shall submit to the NJDEP, a certification of the continued protectiveness of the institutional and engineering controls, on a biennial schedule. The biennial certification shall document the specific monitoring and maintenance activities conducted to maintain the engineering controls; that the current land use at the Property is consistent with the restrictions in the Deed Notice; and that the institutional and engineering controls at the Property continue to be protective of the public health and safety and of the environment.

Unofficial Copy - Bergen County Clerk



PAVEMENT DETAIL
NOT TO SCALE

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Prepared By:



GZA
GeoEnvironmental
of New York
Engineers and Scientists
(212) 594-8140 104 West 29th Street, 10th Floor
(212) 279-8180 New York, New York 10001

**I. PARK EDGEWATER
45 River Road
Edgewater, New Jersey**

NOT TO SCALE

File Name: exhibit C-2.dwg

**Pavement Details
Block 99 Lot 1 (Proposed Lot 1.09)
ISRA CASE #E20030062 and #E20040267**

Project No.

41.0161318.01

Project Mgr: DW Reviewed By: AA
Designed By: PM Drawn By: GP

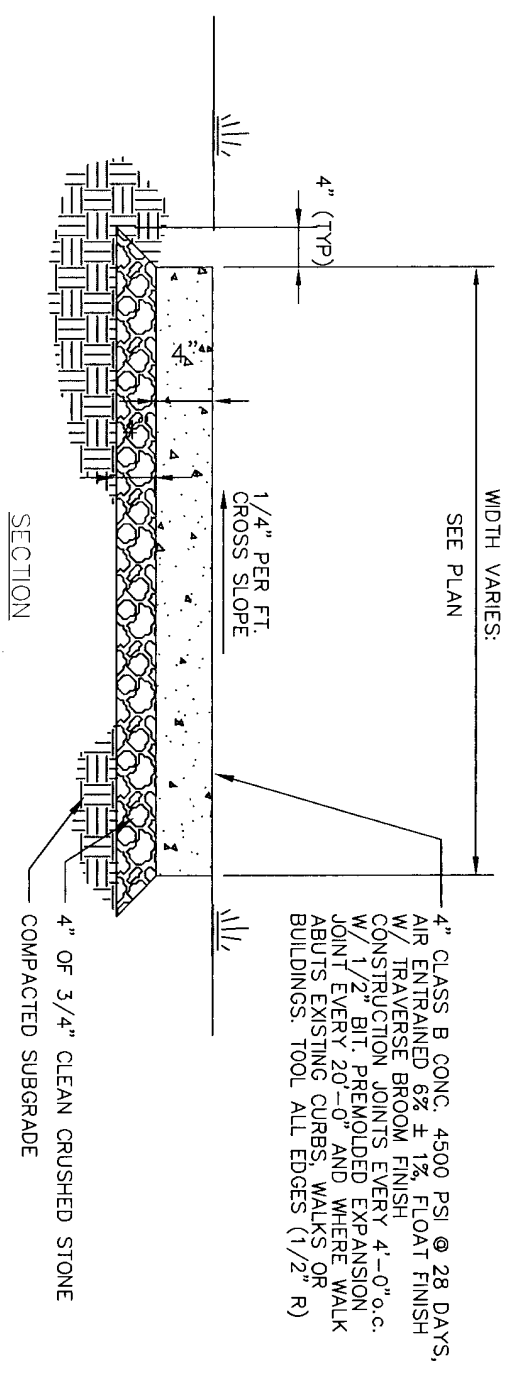
Revision No.: Date/Time Revised:
Rev. Nov 17, 2009-2:36pm

Draft Deed Notice

Exhibit

C-2

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CONCRETE SIDEWALK

NOT TO SCALE

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<p>Prepared By: GZA GeoEnvironmental of River York Professors and Scientists (212) 594-8140 104 West 29th Street 10th Floor (212) 279-8180 New York, New York, 10001</p>	<p>1. PARK EDGEWATER 45 River Road Edgewater, New Jersey</p>	<p>NOT TO SCALE</p>
<p>File Name: exhibit C-3.dwg</p> <p>Project Mgr: DW Reviewed By: AA</p> <p>Designed By: Drawn By: MT</p> <p>Revision No.: Date/Time Revised: Jan 31, 2011 - 3:08pm</p>	<p>Concrete Sidewalk Details Block 99 Lot 1 (Proposed Lot 1.09) ISRA Case #E20030062 and #E20040267</p>	<p>Project No. 410161318.01</p>
<p>Revision No.: Rev</p>	<p>Deed Notice</p>	<p>Exhibit C-3</p>

© 2011 - GZA GeoEnvironmental, Inc. GZA-J:\161300's\41.0161318.00\Figures\CAD\Deed Notice\updated_1-31-11\exhibit C-4.dwg [C-4] January 31, 2011 - 3:09pm edward.morris

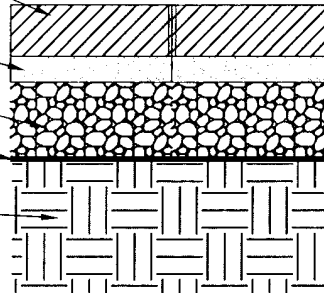
PRECAST CONC. PAVER 2" THICK PER DETAILS
HAND TIGHT JOINTS, SAND SWEEP

1" CONC. SAND SETTING BED

6" DENSE GRADED AGGREGATE


STABILIZATION FABRIC--
MIRAFI 180N

COMPACTED SUBGRADE TO 95%
MODIFIED PROCTOR DENSITY



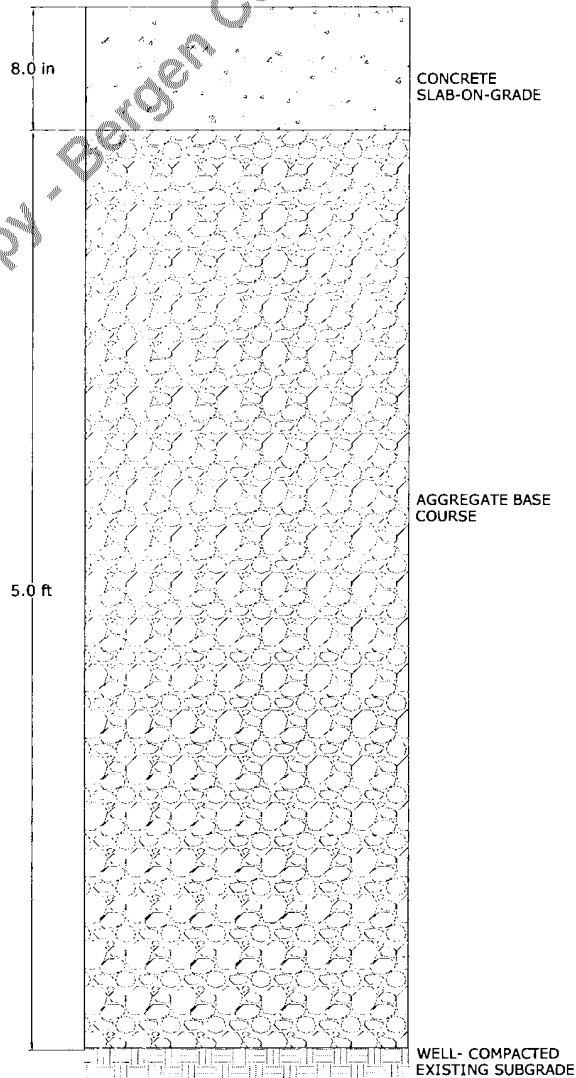
30"x30" PAVER DETAIL
NOT TO SCALE

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Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 594-8143 104 West 29th Street, 10th Floor (212) 279-8183 New York, New York 10001		I. PARK EDGEWATER 45 River Road Edgewater, New Jersey		NOT TO SCALE	
File Name: exhibit C-4.dwg		30" X 30" Paver Detail Block 99 Lot 1 (Proposed Lot 109) ISRA CASE #E20030062 and #E20040267		Project No. 41.0161318.01	
Project Mgr: DW Reviewed By: AA Designed By: PM Drawn By: CP		Deed Notice		Exhibit C-4	
Revision No.: Rev.		Date/Time Revised: Jan 31, 2011-3:09pm			

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Unofficial Copy - Bergen County Clerk



CONCRETE BUILDING CAP SECTION

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 IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING
 SHALL BE AT THE USER'S OR SUCH OTHER PARTIES' SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

Prepared By: GZA <i>GeoEnvironmental of New York Engineers and Scientists</i> (212) 594-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001	I. PARK EDGEWATER 45 River Road Edgewater, New Jersey Concrete Building Cap Block 99 Lot 1 (Proposed Lot 1.09) ISRA CASE #E20030062 and #E20040267	 SCALE: 1" = 1'
File Name: exhibit C-5-1.dwg Project Mgr.: DW Reviewed By: AA Designed By: PM Drawn By: GP Revision No.: Date/Time Revised: Rev. Jan 31, 2011-3:40pm	Deed Notice	Project No. 41.0161318.01 Exhibit C-5-1

4
State of New York

County of Erie SS I John H Meahl Clerk of the County of Erie and also Clerk of the Supreme and County Courts for said County said Courts being Courts of Record having a seal do hereby certify that L K Warnick whose name is subscribed to the certificate of the acknowledgment or proof of the annexed instrument and thereupon written was at the time of taking such acknowledgment or proof a Notary Public in and for the County of Erie and resident in said County commissioned and sworn and duly authorized by the laws of the State of New York to take the acknowledgments and proofs of deeds or conveyances for lands tenements or hereditaments lying and being in the State of New York And further that I am well acquainted with the handwriting of such L K Warnick and verily believe the signature to the said certificate of acknowledgment or proof is genuine

In testimony whereof I have hereunto set my hand and affixed the seal of said County and Courts at Buffalo this 1st day of July 1916

John H Meahl Clerk (Seal)

By C W Chapin Dep Clerk

(10¢ Revenue stamp cancelled.)

"Jersey" "Bergen" "Erie" "July" (2 times) written over erasures. "k" changed to "h"
Received in the office and recorded July 11 1916 at 9:56 A M

George Van Buskirk Clerk

14942

James Pyle and Sons
and
Borough of Edgewater

Agreement dated June 14 1916

This indenture made this 14th day of June in the year nineteen hundred and sixteen between James Pyle and Sons a Corporation party of the first part and the Borough of Edgewater in the County of Bergen a body politic and corporate of the State of New Jersey party of the second part Whereas the party of the second part is desirous of securing a right of way over lands of the party of the first part from the River Road easterly to the bulkhead line in the Hudson River for the construction operation repair and maintenance of a sewer and sewer outlet as part of a sewer system of the party of the second part and also a right of way along the westerly end of the property of the party of the first part for the purpose of the construction of a portion of its sewer system And whereas the party of the first part has leased the lands in question together with other lands to the American Can Company a Corporation for a term of years and the said American Can Company is in possession of and occupying the said premises and the buildings thereon And whereas the said party of the first part is willing to grant the said rights of way

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provided the party of the second part will guarantee that it will construct its aforesaid sewer and sewer outlet in the said rights of way in accordance with an agreement made between the party of the first part and the said American Company a copy of which is hereto attached and made a part hereof except that the reinforced concrete construction shall extend to a point forty feet from the easterly end of the sewer and from that point the sewer shall be constructed of creosoted timber and will guarantee to save and hold the party of the first part harmless from any and all claims which may be made against it by the said American Can Company pursuant to the aforesaid agreement a copy of which is hereto attached Now therefore this indenture witnesseth that for and in consideration of one dollar and other good and valuable considerations lawful money of the United States in hand paid by the party of the first part to the party of the second part the receipt whereof is hereby acknowledged and in consideration of the covenants and agreements herein contained the party of the first part does hereby grant covenant and agree as follows that is to say The party of the first part for itself its successors and assigns does hereby grant unto the party of the second part and its successors forever a right of way over in and through its lands situate lying and being in the Borough of Edgewater which said right of way is more particularly described as follows to wit

Beginning at the intersection of the east line of River Road with the north line of property of the party of the first part the same being the south line of a right of way of the New York Transit Company over lands of Spencer Kellogg and Sons from thence running (1) south eighteen degrees twenty-nine minutes west along the east line of River Road twenty-one and ninety-five one hundredths (21.95) feet thence (2) south forty-seven degrees twelve minutes east parallel with and distant twenty (20) feet from the north line of property of the party of the first part nine hundred and forty-six and forty-eight one hundredths (946.48) feet thence (3) south fifty-four degrees seventeen minutes east eight hundred and five and forty-two one hundredths (805.42) feet to a point in the new bulkhead line in the Hudson River (4) thence returning to the point or place of beginning and from thence running south forty-seven degrees twelve minutes east five and forty-nine hundredths (5.49) feet along the southerly line of the right of way of the New York Transit Company aforesaid thence (5) south eighteen degrees twenty-nine minutes west four and thirty-nine one hundredths (4.39) feet thence (6) south forty-seven degrees twelve minutes east parallel with and four feet distant from the north line of the property of the party of the first part sixty-eight and sixty-six one hundredths (68.66) feet thence (6) north twenty-two degrees thirty-two minutes west nine and fifty-nine one hundredths (9.59) feet to the north line of property of the party of the first part thence (7) south forty-seven degrees twelve minutes east along the north line of the party of the first part twenty-two and ninety-six one hundredths (22.96) feet thence (8) south twenty-two degrees thirty-two minutes east nine and fifty-nine one hundredths (9.59) feet thence

(9) south forty-seven degrees twelve minutes east parallel with and distant four feet from the north line of the party of the first part eight hundred and fifty-two and eighty one hundredths (852.80) feet thence (10) south fifty-four degrees seventeen minutes east eight hundred and four and fifty-three one hundredths (804.53) feet more or less to the new bulkhead line in the Hudson River thence (11) southerly along said new bulkhead line sixteen feet more or less to the end of the third course Also a right of way five feet in width at right angles to the east line of the River Road along the westerly end of the property of the party of the first part immediately adjoining said east line of the River Road from the southerly line of the right of way above described southerly to the south line of the party of the first part It is covenanted and agreed that the aforescribed rights of way shall be used by the party of the second part and its successors only for the location construction operation repair and maintenance of a sewer or sewer outlet in conjunction with the general system of sewers established in said Borough

The parties of the first part agree that the party of the second part shall and may have the right to enter upon its other property immediately adjacent to the aforescribed rights of way at the time of the construction of the said sewer or sewer outlet in order to convey machinery apparatus or materials to be used in the construction thereof and to carry out the covenants and agreements hereof particularly the covenants herein contained relating to the attached copy of agreement between the party of the first part and the American Can Company and the party of the second part covenants and agrees that it will upon the completion of the work restore said adjacent property to the same condition as it existed at the beginning of said work It is further covenanted and agreed by the party of the first part its successors and assigns that the said party of the second part shall have access to said sewers at any and all times for the purpose of repairing the same or any of the appurtenances thereof The party of the second part covenants and agrees that the sewers to be constructed upon the right of way first above described shall extend from the River Road to a point at least five feet easterly from the point marked C on the sketch hereto attached It is further covenanted and agreed that in case the party of the first part its successors or assigns extend the present crib by the erection of additional crib or the construction of piers or the filling in of the lands from the point marked C on the blue print hereto attached easterly then the party of the second part or its successors shall extend the said sewer so constructed in the said right of way first above described to the oytshore end of such structure or filling in a good and substantial manner It is further covenanted and agreed by the party of the second part that the large sewer constructed through the right of way first above described shall be of reinforced concrete construction from the River Road easterly to a point forty feet from the end of the sewer and from that point easterly of creosoted timber and that a sanitary tile

sewer not less than sixteen inches in diameter shall be constructed from the River Road easterly to a point at least five feet east of the point marked C on the attached sketch and that such sewers shall be of such construction throughout its entire length as when completed to constitute a drive-way of a proper width capable of sustaining a ten ton motor truck with trailer. The party of the second part further covenants and agrees that it will construct openings in its sewers constructed on the aforesaid rights of way for the connection of buildings on the lands of the party of the first part at such points as the party of the first part may request prior to the construction thereof. It is further covenanted and agreed by the party of the second part that it will save the party of the first part harmless from any loss or damage which it may sustain by reason of the agreement made between the party of the first part and the American Can Company a true copy of which is hereto annexed.

In witness whereof the party of the first part has caused its corporate seal to be hereto affixed and this instrument to be signed by its Vice President and the same to be duly attested by its Secretary and the party of the second part has caused its corporate seal to be hereto affixed and this instrument to be signed by its Mayor and the same to be duly attested by its Borough Clerk all the day and year first above written.

Attest Saml Bryant Secretary

James Pyle and Sons (Seal)

By James Mc Alpin Pyle Vice President

Attest Peter F O'Brien

Borough of Edgewater (Seal)

Borough Clerk

By Henry Wissell Mayor

Messrs James Pyle & Sons

May 10, 1916

#68 William St New York City

Gentlemen:-

We hereby consent to the construction and maintenance of a sewer over so much of the property leased by us from you as is shown on the annexed B/P subject to the following conditions to be performed or caused to be performed by you:

1 Said sewer shall extend from the River Road at least 5 feet easterly from the point marked "C" on said B/P

2 Said sewer shall be of reinforced concrete construction from the River Road easterly to the end of the sewer (with a sanitary tile sewer running the whole length thereof which shall be at least 16" in diameter from the point marked "B" to the outlet of the sewer at sea) and of such construction as when completed to constitute a drive-way of proper width to and capable of sustaining a 10 ton motor truck with trailer said drive-way to extend from the River Road to the present bulkhead

3 Openings in the sanitary tile and reinforced concrete sewers shall be left for connection to our buildings as and where we may request

4 The water hydrants at the points marked "D" "E" and "F" on said blue print if inaccessible on account of the construction of the sewer shall be moved temporarily south of their present location sufficient distances to enable us to have access to the same and after the completion of the sewer shall be moved back to their original position or to locations acceptable to us. All of this work shall be done without expense to us

5 The water hydrant marked "G" on said blue print if at any time found inaccessible to us due to the construction of the sewer shall be boxed with a platform around it in a manner approved by us so that it may be accessible to us in case of fire and upon the completion of the sewer it shall be restored to its present condition all without expense to us

6 The present fence along the north side of the property leased by us may if made necessary by the construction work upon the sewer be temporarily moved and relocated provided said fence if so moved and relocated shall not interfere with the operation of our plant Upon the completion of the sewer said fence shall be erected along the northerly boundary line of said property All of this work shall be done without expense to us

7 Without expense to us a fence of height and strength satisfactory to us shall be erected between the points marked "H" and "I" and "J" and "K" on said blue print respectively and a gate shall be constructed in said fence between said points "J" and "K" of sufficient size to allow a 10 ton motor truck and trailer to easily pass through The point "K" shall be the point on the River Road where the westerly line of James Pyle & Sons' property meets the property of Spencer Kellogg & Sons and the New York Transit Company

8 All damage to any of the property or buildings covered by our lease caused by the construction and maintenance of said sewer shall be repaired by you free of expense to us

9 You are to indemnify and save us harmless from and against all liabilities damages cost and expense in connection with or arising from personal injury or injury to property sustained by any person including ourselves from or in connection with the construction or maintenance of the sewer whether or not such liability damage costs or expenses shall arise or exist by reason of any provision of any statute now or at any time hereafter in force

If the terms and conditions of this consent are acceptable to you kindly endorse your approval upon the duplicate original hereof and return to us

Accepted New York June 14 1911

James Pyle & Sons

James Mc Alpin Pyle

Vice-President

Yours very truly

American Can Co

J R Harbeck Vice-President

State of New Jersey

County of Bergen SS Be it remembered that on this 20th day of June in the year nineteen hundred and sixteen before me the subscriber a Master in Chancery of New Jersey personally appeared Peter F O'Brien who being by me duly sworn on his oath says that he is the Borough Clerk of the Borough of Edgewater that he knows the common seal of said Borough that the seal affixed to the above instrument is such seal that Henry Wissell is the Mayor of said Borough and that pursuant to a resolution of the Borough Council of said Borough he did sign seal and deliver the foregoing instrument as the voluntary act and deed of said Borough in the presence of deponent who then and there by order of said Council affixed his name as Borough Clerk to attest to the execution of said instrument

Le Roy Vander Burgh

Master in Chancery of New Jersey

State of New York

County of New York SS Be it remembered that on this 6th day of July in the year nineteen hundred and sixteen before me the subscriber a Notary Public personally appeared Samuel Bryant who being by me duly sworn doth depose and make proof to my satisfaction that he well knows the corporate seal of James Pyle & Sons the corporation named in and which executed the foregoing instrument that the seal thereto affixed is the proper corporate seal of the said company that the same was so affixed thereto and the said instrument signed and delivered by James Mc Alpin Pyle who was at the date and execution thereto the Vice President of said company in the presence of said deponent as the voluntary act and deed of said company and that deponent thereupon signed the same as subscribing witness

Subscribed and sworn to before me Samuel Bryant

this 6th day of July 1916

Frederick W Stelle (Seal)

Notary Public Westchester Co

Certificate filed in New York Co

New York County No 62

New York Register No 8132

State of New York

County of New York SS I William F Schneider Clerk of the County of New York and also Clerk of the Supreme Court for the said County the same being a Court of Record do hereby certify that Frederick W Stelle whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking such deposition or proof and acknowledgment a Notary Public acting in and for the said County duly commissioned and sworn and authorized by the laws of said State to take depositions and also acknowledgments and

proofs of Deeds or conveyances for land tenements or hereditaments in said State of New York That there is on file in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public of the County of Westchester with his autograph signature And further that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court and County this 7 day of July 1916

W F Schneider Clerk (Seal)

(10¢ Revenue stamp cancelled.)

"June" "July" (2 times) written over erasures,

Received in the office and recorded July 11 1916 at 9:56 A M

George Van Buskirk Clerk

14943

Frank J Gartmayer and

Martha his wife

to

Antoinette Rimoldi

Deed dated June 22 1916

This indenture made the 22nd day of June in the year one thousand nine hundred and sixteen Between Frank J Gartmayer and Martha Gartmayer his wife both of 230 16th Street College Point Long Island N Y parties of the first part and Antoinette Rimoldi of the Township of West Hoboken Hudson County New Jersey party of the second part Witnesseth that the said parties of the first part for and in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States of America to them in hand well and truly paid by the said party of the second part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and the said parties of the first part therewith fully satisfied contented and paid have given granted bargained sold aliened remised released unfeoffed conveyed and confirmed and by these presents do give grant bargain sell convey and confirm to the said party of the second part and to her heirs and assigns forever

All that certain piece or parcel of land and premises together with the building and improvements thereon erected hereinafter particularly described situate lying and being in the Borough of Bergenfield in the County of Bergen and State of New Jersey described as follows Beginning at a point on the southerly side of Broad Street distant easterly 1072.60 feet from the east line of the Schraalenburgh Road as measured along said southerly line of Broad Street running thence (1) south 6 degrees 4 minutes west one hundred twenty-five (125) feet thence (2) easterly and

2-19-2014
19-223

14-057112,84 Deed
V Bk: 01738 Pg: 1436-1454 Rec. Fee \$223.00
John S. Rogan, Bergen County Clerk
Recorded 08/28/2014 11:29:46 AM

B/R TO
ACRES LAND TITLE AGENCY, LLC
PO Box 769
Millburn, NJ 07041
Case No. 295179

PARKING GARAGE DECLARATION

THIS PARKING GARAGE DECLARATION (from now on referred to as this "Declaration") is made as of this 8th day of August, 2014 by EDGEWATER LOFTS LLC, a Delaware limited liability company, having an office located at 485 West Putnam Avenue, Greenwich, Connecticut 06830 (from now on referred to as "Declarant").

BACKGROUND RECITALS

WHEREAS, Declarant is the real and/or equitable owner of the fee simple title to certain real property situated in the Borough of Edgewater, Bergen County, New Jersey known as Unit C (the "Property") in the condominium known as "Edgewater Pearl Condominium" (the "Condominium") pursuant to that certain Master Deed for Edgewater Pearl Condominium dated July 2, 2014 and recorded July 3, 2014 in the Bergen County Clerk's Office as V Book 01700 Page 1892-2062 (the "Master Deed") immediately preceding the recording of this Declaration;

WHEREAS, Declarant has developed or is in the process of developing a parking garage structure (the "Parking Garage") within the Property ^{# block 99 lot 1.14} in compliance with all applicable development approvals, as same may be amended (the "Approvals") and the applicable provisions of the Borough of Edgewater Zoning Ordinance (the "Ordinance");

WHEREAS, the Parking Garage will be used by the residents of the Condominium and others, and for such other use as may be permissible under the Approvals or the Ordinance at the discretion of Declarant;

WHEREAS, the Edgewater Pearl Condominium Association, Inc., a New Jersey non-profit membership corporation (the "Association"), has been established for the Condominium, of which the owners within the Condominium (the "Condominium Unit Owners") will automatically become a member by virtue of the ownership of the residential

condominium dwellings (the "Residential Condominium Units") and each commercial unit (the "Commercial Condominium Units"; and, together with the Residential Condominium Units, the Condominium Units");

WHEREAS, the Association has been formed for the purpose of administering, managing and operating the common affairs of those owning dwellings within the Condominium and performing such functions as it may be empowered to perform, all in accordance with and as provided by the Master Deed;

WHEREAS, the Property, and the Parking Garage and attendant improvements, are part of the Condominium; and

WHEREAS, due to the restrictions imposed upon the use of the Property by the Approvals and the Ordinance, Declarant hereby voluntarily creates a covenant of record whereby the owner of the Parking Garage (the "Property Owner") shall be obligated to own, maintain and operate the Parking Garage in accordance with the terms of this Declaration.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that all or any portion of the Property shall, as of the recordation of this Declaration, be held, transferred, sold, conveyed, leased, occupied and used subject to the terms of this Declaration.

ARTICLE I

RESTRICTIONS ON PROPERTY

I.01 Covenants to Run with Title to the Property. The covenants declared herein are expressly declared to run with the title to the Property. Accordingly, any owner of the Property ("Property Owner"), by acceptance of a deed or other instrument of conveyance of same, whether or not it shall be so expressed in any such deed or other instrument of

conveyance, shall be deemed to covenant and agree to the terms, conditions and restrictions set forth herein.

1.02 Operation of Parking Garage. Unless otherwise permitted by the Approvals and Ordinance, the Property shall be owned and operated in perpetuity as a parking garage structure serving the Condominium and others in accordance with the terms of this Declaration. The ownership, maintenance and operation of the Parking Garage shall comply with all applicable Approvals, Ordinances, laws, regulations, codes and permits. The Parking Garage shall be maintained in a commercially reasonable manner and subject to customary limitations on size, weight and heights of vehicles which are not inconsistent with the Approvals and are imposed by other prudent owners of comparable parking facilities; provided, however, only Permitted Vehicles shall be permitted in the Parking Garage. "Permitted Vehicles" shall mean ordinary passenger cars, light pick-up trucks and suburban utility vehicles, and shall not include any commercial trucks or other oversized vehicles which cannot safely and prudently be parked in the Parking Garage.

1.03 Use Restrictions. The Parking Garage shall be used only for the parking of vehicles in a commercially reasonable manner which is consistent with the practices of comparable parking facilities. No portion of the Property shall be used for the washing, cleaning, maintenance, or repair of vehicles, or for other activities of a similar nature.

ARTICLE II

OBLIGATIONS OF PROPERTY OWNER

2.01 Parking Licenses and Lease. The Property Owner shall offer to each initial purchaser of a Residential Condominium Unit from the sponsor of the Condominium up to two (2) parking spaces in the Parking Garage, at the then current market value and subject to the

Approvals, pursuant to a license (the "Parking License") under a Parking License Agreement in a form substantially similar to that appearing as Exhibit "A" attached hereto and made a part hereof (the "Parking Space License Agreement"). Subsequent to the initial purchase of a Residential Condominium Unit from the sponsor of the Condominium, if desired by an owner of a Residential Condominium Unit or any other and if permitted by the governing documents for the condominium regime in which the Residential Condominium Unit is located and applicable law, the Declarant shall grant licenses or leases to the Residential Unit Owner, limited to two (2) Parking Licenses for each Residential Condominium Unit, and others in Declarant's discretion to the extent parking spaces remain available.

2.02 Fees. The grant of a Parking License shall be made at the then current market rates (the "License Fees") and subject to such terms and conditions as set forth in the Parking Space License Agreement. The holder of the Parking License may be obligated to pay commercially reasonable maintenance charges (the "Maintenance Fees") in order for the Parking Space License Agreement to remain in full force and effect. The Maintenance Fees may include such costs associated with operation, maintenance and repair of the Parking Garage, and other expenses of the Property Owner, including, but not limited to, real estate taxes. In the event that the holder of a Parking License fails to make payment of such Maintenance Fees in the applicable time period or if any of restriction under this Declaration or the Parking Space License Agreement are violated, or if the holder of the Parking License fails to comply with any other term of the Parking Space License Agreement, the Parking Space License Agreement shall be subject to termination on thirty (30) days written notice and without compensation of any kind to the then owner of the License. In the event of such termination, rights to the Parking License shall be forfeited and shall vest in the Property Owner, which shall thereafter have the sole and

absolute right to (a) cause such Parking Space to be used for the purposes of the Property Owner; and/or (b) transfer the Parking License to another Condominium Unit Owner, for use for parking purposes in accordance with this Declaration and the Parking Space License Agreement, at fair market value and without any payment of any consideration to the prior owner of the Parking License.

2.03 Parking Procedures. Parking in the Parking Garage may be done either on a "self-parking" or attendant parking basis (parking by a valet), if available, and residents of the Condominium may be given assigned or unassigned parking spots, all as determined in a commercially reasonable manner and subject to compliance with the Ordinance and the Approvals. A parking permit, key card, or other system for the purpose of controlling access to the Parking Garage and other reasonable rules and regulations customary for parking facilities may be implemented and the use of the Parking Spaces shall be subject to such procedures and rules and regulations.

2.04 Availability of Unlicensed Parking Spaces. Residents of the Condominium parking cars in the Parking Garage and others, who have not entered into a Parking Space License Agreement, shall be charged prevailing market rates for the use of a parking space under such terms as may be commercially reasonable. Condominium Unit Owners and others may be charged License Fees and Maintenance Fees, as may be established in accordance with this Declaration. The non-payment of License Fees or Maintenance Fees, and/or the non-performance of the obligations this Declaration or a Parking Space License Agreement by a Condominium Unit Owner shall not have any impact on the rights of other Condominium Unit Owners who have paid the applicable fees and expenses.

2.05 Americans with Disabilities Act. To the extent required by the Americans with Disabilities Act, the Property Owner will, as required by applicable laws and regulations, make reasonable accommodations for parking at the Parking Garage by individuals covered by such Act.

2.06 Insurance. The Property Owner shall maintain (i) commercial general public liability insurance, including, without limitation, commercial general liability insurance and umbrella liability coverage including, without limitation, personal injury, bodily injury, death, accident and property damage, providing in combination no less than \$1,000,000 per occurrence and with an annual limit of not less than \$5,000,000 in the aggregate, and (ii) such other insurance which is normally and customarily purchased by owners with similar obligations with respect to similar type properties in the Edgewater, New Jersey metropolitan area. Such insurance limits shall be increased and/or decreased by the Property Owner so as to remain in keeping with the insurance limits maintained with respect to similar parking facilities in the Edgewater, New Jersey area.

2.07 Casualty, Condemnation and Force Majeure Events. The Property Owner shall be obligated to repair, restore or replace the Parking Garage if it is damaged or destroyed by casualty, whether insured or uninsured, or taken by eminent domain, to substantially the same condition as existed prior to the date of such casualty or condemnation, as the case may be; *provided, however,* that, notwithstanding anything to the contrary contained herein, in the case of a taking by eminent domain only, the Property Owner's obligations under this Agreement shall only be to the extent reasonably practical. Such repair, restoration or replacement shall be at the Property Owner's sole cost and expense. Notwithstanding anything to the contrary contained herein, the Property Owner's obligations shall be suspended hereunder to the extent (and only for

so long as) a Force Majeure Event exists. "Force Majeure Event" means conditions beyond the control of Property Owner's, including strikes, labor disputes, acts of God, the elements, governmental restrictions, regulations or controls, enemy action, civil commotion, terrorism, fire, casualty, accidents, or inability to obtain, labor, which prevents parking on all or a portion of the Parking Garage.

ARTICLE III

DISPUTE RESOLUTION

3.01 Dispute Resolution. In the event of any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement or its breach (a "Disputed Matter") such Disputed Matter will be submitted to the dispute resolution process as follows. First, the Disputed Matter will be considered by representatives selected by each party to such dispute. These executives will meet and attempt to resolve the Disputed Matter within ten (10) business days of their being notified of such matter. Each Disputed Matter that is not settled within such ten (10) day period will be referred to arbitration in accordance with the remaining provisions of this Section 6. Any dispute, controversy or claim arising out of any provision of this Agreement which cannot be settled in accordance with the foregoing provisions shall be finally settled by binding arbitration in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), as modified herein. There shall be three neutral arbitrators, of whom the claimant shall appoint one and the respondent shall appoint one within fifteen (15) days of service of the notice of arbitration by the American Arbitration Association (the "AAA"). If either party fails to notify the other of the appointment of its arbitrator within the aforesaid time period, then that arbitrator shall be appointed by the AAA in accordance with the Rules. The two party-appointed arbitrators shall

select the chairperson of the tribunal within fifteen (15) days of the appointment of the second arbitrator. The chairperson of the panel shall have at least fifteen (15) years of experience in real estate law and shall have experience in serving as an arbitrator. If the two party-appointed arbitrators fail to appoint a chairperson within the time limits set forth herein, the chairperson will be appointed in accordance with the Rules. If the AAA shall fail to appoint the chairperson within thirty (30) days of a request by either party to do so, then either party may apply, on notice to the other, to the Supreme Court of the State of New Jersey (or any other court having jurisdiction) for the appointment of the chairperson.

The arbitration hearings shall be conducted in the State of New Jersey. Subject to the foregoing, the chairperson shall determine the location of the hearings. The decision of the arbitrators shall be in writing, and counterpart copies thereof shall be delivered to each of the parties. In rendering such decision and award, the arbitrator(s) shall not add to, subtract from, or otherwise modify the provisions of this Agreement. The arbitral tribunal is not empowered to award damages in excess of compensatory damages, and each party hereby irrevocably waives any right to recover punitive, exemplary or similar damages with respect to any dispute subject to arbitration under the terms of this Agreement. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration agreement contained in this Section 6 shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. The award shall be final and binding on the parties, and judgment upon any award may be entered in any court of competent jurisdiction. Each party shall pay the compensation, costs, fees and expenses of its own witnesses, experts and counsel. The fees and expenses of the arbitrators and the administrative fees of the AAA shall be borne by the parties equally.

ARTICLE IV

GENERAL PROVISIONS

4.01 Duration. The rights granted hereunder shall be perpetual in duration, shall exist for the benefit of, and shall run with title to and be appurtenant to all and any portion of the either the Property and shall bind Declarant, its successors and/or assigns, and anyone having a legal and/or equitable interest in all or any portion of the Property including any Condominium Unit Owner having or entitled to have an interest in a parking space under a Parking License, or otherwise, in the Parking Garage.

4.02 Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall have no affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

4.03 Amendments. This Declaration may be amended at any time after the date hereof by the Declarant, provided that any such amendment does not substantially impact or affect the rights granted under a Parking License, and is consistent with the Approvals and Ordinance. Any amendment of this Declaration shall not be effective unless and until it is recorded in the Bergen County Register's Office.

4.04 Rule Against Perpetuities. If any provision of this Declaration shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of

Mortgage Exhibit

That certain Mortgage, Assignment of Leases and Rents and Security Agreement made by Edgewater Lofts LLC to CIT Lending Services Corporation, to secure the payment of \$25,000,000.00, and interest, dated December 21, 2011, recorded January 12, 2012, in the office of the Clerk/Register of Bergen County, in Mortgage Book V929, Page 1897.

That certain Mortgage from Edgewater Lofts LLC to CIT Lending Services Corporation, dated July 29, 2013, and recorded August 15, 2013, in Mortgage Book V1487, Page 1040, to secure \$10,000,000.00 and that certain Assignment of Leases and Rents recorded August 15, 2013 in Mortgage Book V1487, page 1075.

CIT LENDING SERVICES CORPORATION hereby consents to the execution and delivery of this Declaration and agrees to subordinate to this Declaration those mortgages secured thereby as set forth on the Mortgage Exhibit attached hereto, and all documents executed and delivered in connection therewith, encumbering the collateral described therein.

CIT LENDING SERVICES CORPORATION

By: Chris Niederpruem
Name: Christopher Niederpruem
Title: Managing Director

STATE OF NY }
COUNTY OF NY } ss.:

On the 7th day of August, 2014, before me, the undersigned, personally appeared Chris Niederpruem personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.

Alice M. Youngbar
Signature and Office of individual
taking acknowledgement

Alice M. Youngbar
Notary Public, State of New York
Qualified in New York County
No. 02Y06095000
Commission Expires July 21, 2015

Mortgage Exhibit

That certain Mortgage from Edgewater Lofts LLC to CIT Finance, LLC, dated June 2, 2014, recorded June 13, 2014, in Mortgage Book V1687, Page 1268, securing \$20,000,000.00 and Assignment of Leases and Rents recorded June 13, 2014 in Mortgage Book V1687.

EXHIBIT A

Form of Parking Space License Agreement

Prepared by: _____

PARKING SPACE LICENSE AGREEMENT

FOR AND IN CONSIDERATION of the sum of \$ _____,
EDGEWATER LOFTS LLC, a Delaware limited liability company, with offices at 485 West Putnam Avenue, Greenwich, Connecticut 06830 (together with its successors and/or assigns, the "Grantor"), hereby grants to _____, residing or located at _____ (the "Grantee"), as owner of Unit Number _____ in the Condominium (as hereinafter defined) (the "Unit") an irrevocable and perpetual license (the "License") to use parking space ____ (the "Parking Space") in the enclosed parking garage known as Unit C in the Edgewater Pearl Condominium (the "Condominium") created by virtue of the recordation of the Master Deed for Edgewater Pearl Condominium dated _____ and recorded _____ in the office of the Bergen County Clerk in Deed Book _____ at Page _____ et seq. in the Borough of Edgewater, County of Bergen, New Jersey (the "Parking Garage") for vehicular parking, together with the non-exclusive right of ingress to and egress from said Parking Space through the Parking Garage. This License shall be subject to the covenants, terms, conditions and restrictions in a certain Parking Garage Declaration dated _____ and recorded _____ in the office of the Bergen County Clerk in Deed Book _____ at Page _____ et seq.

This License shall be assignable only to another owner of the Unit, provided that, in order for it to become effective the Grantor, and/or its successors and/assigns receives prior written notice of such assignment. In no event shall any person who is not an owner or resident of a

Unit in the Condominium be permitted to acquire from Grantee an interest in or utilize such Parking Space.

Grantee must pay to the Grantor any and all maintenance fees attributable to the Parking Space, at then current market rates and at such times as shall be required by the Grantor. In the event that Grantee fails to make such payments in the applicable time period or if any of these restrictions are violated, or if the Grantee fails to comply with any other term of this License, this License shall be subject to termination by the Grantor on thirty (30) days written notice and without compensation of any kind to the then owner of the License. Moreover, in the event of such termination, title to the License shall be forfeited and shall vest in the owner of the Parking Garage (the "Garage Owner"), which shall thereafter have the sole and absolute right to (i) cause such Parking Space to be used for any purpose the Garage Owner shall desire and/or (ii) transfer the License to any other, for use for parking purposes in accordance with this License or a lease, at the then current fair market value and without any payment of any consideration to the prior owner of the License.

Any notice required or permitted to be given to Grantee, Grantor or the Garage Owner pursuant to the provisions of this License shall be given to the Grantor at the address of Grantor set forth in this License and to Grantee at the address set forth in this License and shall be sent by certified mail, return receipt requested, or by a nationally recognized express overnight courier. If notice is sent by certified mail return receipt requested, notice shall be deemed given upon receipt. Either party may change the address to which notices to it shall be sent by sending a notice to the other party in accordance with the requirements of this paragraph.

IN WITNESS WHEREOF, the Licensor and the Licensee have caused this License to be executed and sealed the date first above written.

ATTEST:

EDGEWATER LOFTS LLC, Grantor

Secretary

By: _____
President

WITNESS:

Grantee (L.S.)

Grantee (L.S.)

Record and Return to:
David B. Zolotorofe, Esq.
Ansell Zaro Grimm & Aaron, P.C.
341 Broad Street
Clifton, New Jersey 07013

**DECLARATION OF EASEMENTS
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration"), is made and entered into as of June 22, 2009, by and between i.park Edgewater LLC, a Delaware limited liability company, "Declarant" and Edgewater Hudson, LLC, a New Jersey limited liability company ("EH") (the foregoing parties hereinafter collectively referred to as the "Parties" and individually as a "Party").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of land (the "Land") located in the Borough of Edgewater, Bergen County, New Jersey, identified as Block 99, Lots 1, 3, 4 and 5 on the tax maps of the Borough of Edgewater, as more particularly shown on Exhibit A attached hereto (the "Site Plan"). The portion of the Land labeled on the Site Plan as the "CVS Parcel" is more particularly shown on the survey dated May 27, 2009 prepared by PS&S, LLC, attached hereto as Exhibit B and legally described on Exhibit B-1 attached hereto, being identified thereon as Block 99, Lot 1.08 (the "CVS Parcel"). The portion of the Land (exclusive of the CVS Parcel) that is shown on the Site Plan is legally described in Exhibit C attached hereto (the "Developer's Parcel") (the CVS Parcel and the Developer's Parcel are each referred to herein from time to time as a "Parcel," and are referred to together herein as the "Property"); and

WHEREAS, Declarant entered into a into a certain Ground Lease dated July 28, 2008 (the "CVS Lease"), as amended, with New Jersey CVS Pharmacy, L.L.C. ("CVS" or "Tenant"), a Memorandum of which is to be recorded in the Bergen County Clerk's office; and

WHEREAS, Declarant is about to convey the CVS Parcel to EH by Deed of even date herewith, which Deed is to be recorded in the Bergen County Clerk's office simultaneously herewith; and

WHEREAS, Declarant intends to develop the Developer's Parcel as a mixed use residential, office and retail development; and

WHEREAS, EH (together with CVS) intends to develop the CVS Parcel for retail use; and

WHEREAS, Declarant and EH desire to create certain easements, covenants, conditions and restrictions encumbering the Property and binding on and inuring to the benefit of Declarant, EH, and their respective tenants, occupants, successors and assigns.

NOW, THEREFORE, Declarant and EH hereby declare, agree, covenant and consent that the Property and all parts thereof shall be held, used, developed, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of

EAST42476195.1

09-065366.04 808 ABSTRACTED DEED
V BK: 00169 Pg: 1496-1532 Rec. Fee \$390.00
Kathleen A. Donovan, Bergen County Clerk
Recorded 07/13/2009 11:06:51 AM

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39

protecting the value and desirability of, and which shall run with the Property and all parts thereof, and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each party having any right, title or interest therein. Further, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

BASIC DEFINITIONS

Section 1.1 "Common Area" shall mean the paved parking areas, paved service areas, sidewalks, ramps, roadways, driveways, curbs, curbcuts, landscaped areas, exterior lighting and all similar facilities and areas of the Property now or hereafter existing in the Property. The parking areas, service areas, ramps, roadways, driveways, curbs, curbcuts, sidewalks, landscaped areas, exterior lighting and similar exterior areas, facilities and systems of the CVS Parcel are referred to as the "CVS Common Areas". The parking areas, service areas, ramps, roadways, driveways, curbs, curbcuts, sidewalks, landscaped areas, exterior lighting and similar exterior areas, facilities and systems of the Developer's Parcel, including without limitation, the entrances, exits and internal roadways, are hereinafter referred to as the "Developer Parcel Common Areas".

Section 1.2 "Consenting Party" shall mean and refer to the Declarant and EH. There shall be only two (2) Consenting Parties for the Property consisting of only one (1) Consenting Party representing the Developer's Parcel and only one (1) Consenting Party representing the CVS Parcel. In the event that the CVS Parcel or the Developer's Parcel are further subdivided, the current Consenting Party shall designate the particular parcel of the subdivided Parcel whose Owner shall succeed as the Consenting Party for that further subdivided Parcel.

Section 1.3 "Default Rate" shall mean the rate of interest that is the lesser of (i) twelve (12%) per annum and (ii) the maximum rate allowed by applicable law.

Section 1.4 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title or ground lessor interest to any Parcel which is a part of the Property, as hereinafter defined, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.5 "Parcel" shall mean and refer to either the CVS Parcel or the Developer's Parcel.

Section 1.6 "Property" shall mean and refer collectively to the CVS Parcel and the Developer's Parcel.

ARTICLE II

EASEMENTS

Section 2.1 Definitions and Documentation. For the purposes of this Article II, the following will apply:

(a) EH shall be deemed for all purposes to be the "Grantor" of any easement granted hereunder encumbering the CVS Parcel, and Declarant shall be deemed for all purposes to be the "Grantor" of any easement granted hereunder encumbering the Developer's Parcel. The grant shall bind and include not only such Grantor, but also its successors and assigns, and shall run with the land.

(b) EH shall be deemed for all purposes to be the "Grantee" of any easement granted hereunder encumbering the Developer's Parcel and benefiting the CVS Parcel, and Declarant shall be deemed for all purposes to be the "Grantee" of any easement granted hereunder encumbering the CVS Parcel and benefiting the Developer's Parcel. The grant shall benefit and include not only such Grantee, but also its successors, assigns, occupants, and their respective employees, vendors, customer, invitees and permittees. Although not for the direct benefit of permittees, Grantee may permit from time to time its occupants and permittees to use such easements; provided, however, that no such permission nor the division of the dominant estate shall permit or result in a use of the easement in excess of the use contemplated at the date of the creation of such easement.

(c) The term "Building(s)" means any permanently enclosed structure(s) which has (have) been, will be or may be placed, constructed or located on a Parcel, which for the purpose of this Declaration shall include any appurtenant canopies, drive-thru facilities, supports, loading docks, truck ramps, and other outward extensions, but such term does not include Common Area Improvements (as that term is hereinafter defined in Section 2.1(d)).

(d) The term "Common Area Improvements" means all improvements which will be or may be constructed on a Parcel under the terms of this Declaration which constitute a portion of the Common Areas and all improvements constructed from time to time in replacement of the same or in such redesign or reconfiguration of the same, exclusive of Buildings.

(e) The term "Improvement(s)" means Building(s) and the Common Area Improvements on a Parcel.

(f) The word "in" with respect to an easement granted "in" a particular Parcel means, as the context may require, "in," "to," "on," "over," "through," "upon," "across," and "under," or any one or more of the foregoing.

(g) Omitted.

(h) The term "Separate Utility Facilities" means any of the following not installed for use in common by more than one Party nor for service of the Common Area: storm drainage facilities and sanitary sewer systems (including, without limitation, underground storm and sanitary sewer systems), underground domestic and fire protection water systems, underground natural gas systems, underground electric power, cables and systems, underground telephone and television cables and systems, and all other utility systems and facilities reasonably necessary for the use or service of any Improvement situated on any Parcel.

(i) All easements granted herein are non-exclusive and are irrevocable and perpetual and shall run with the land.

(j) All easements granted herein shall be easements appurtenant and not easements in gross.

(k) In the event a Party assigns, transfers or conveys a portion of its Parcel, those easements granted under this Article II which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article II which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part.

(l) All easements granted hereunder and herein shall exist by virtue of this Declaration, without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of a Party, the other Parties will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is approved by the other Parties. No grant of an easement pursuant to this Article II shall impose any greater obligation on any Party to construct or maintain its Building(s) except as expressly provided in this Declaration.

Section 2.2 Easements for Use of Common Area. Declarant and EH hereby establish for the benefit of the Parties easements in the Common Area for:

(a) pedestrian use and passage and the parking and passage of vehicles between all portions of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels, including, without limitation vehicular and pedestrian ingress to and egress from each Parcel to River Road and the Roadways servicing the Property; and

(b) the doing of such other things as are authorized or required to be done on the Common Area under this Declaration.

Provided, however, that such easements are limited to such portions of the Common Area as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under this Declaration, specifically including those portions of the Common Area shown on the Site Plan.

For the avoidance of doubt, notwithstanding anything to the contrary contained in this Declaration including Section 2.2(a) above, it is acknowledged by the Parties that the parking areas located on the CVS Parcel shall be for the exclusive use of CVS or any future tenant of the CVS Parcel.

Each Party hereby reserves the right to eject from the Common Area on its Parcel any person not authorized to use the same. In addition, each Party reserves the right to close off the Common Area of its Parcel, or portions thereof, for such reasonable periods of time as may be legally necessary in the reasonable opinion of its attorneys to prevent the acquisition of

prescriptive rights by anyone. Before closing off any part of the Common Areas as provided above, such Party must give notice to the Consenting Parties of its intention to do so and must coordinate such temporary closing with the activities of the other Parties so that no unreasonable interference with the business operations within the Property occurs.

The easements provided for in this Section 2.2 are subject to the rights to use and the restrictions on use of the Common Area provided for in this Declaration. No material adverse changes shall be made in the Common Area or in the location, configuration or design of Common Area Improvements without the consent of both Consenting Parties except as otherwise herein provided, such consent, when required, not to be unreasonably withheld, conditioned or delayed, and to be granted if the change provides the same utility and functionality of, and does not increase the burden in excess of, the original Common Area or Common Area Improvement.

Section 2.3 Additional Provisions Related to Driveways and Roadways.

(a) The use of the ingress, egress, driveway and roadway easements by any person entitled to the use thereof shall be in common with all other such persons. Such easements and the land upon which they are located shall be considered in all respects part of the Common Area, and the improvements thereon shall be considered in all respects part of the Common Area Improvements;

(b) As further provided in Section 2.8 herein, each Party agrees not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the ingress, egress, driveways and roadway in the Property, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein; and

(c) Subject to the terms and conditions contained in Article IV, neither the access and egress points nor the drive lanes as shown on the Site Plan shall be materially changed without the written permission of the Consenting Parties, which consent shall not be unreasonably withheld, delayed, or conditioned; provided no consent will be required if the level of service is not reduced as a result of such change.

Section 2.4 Easements for Utility Facilities. Declarant hereby establishes for the benefit of the Parties perpetual easements in the Property for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Separate Utility Facilities serving the Parcel of Grantee.

All Separate Utility Facilities, whether installed under this Section 2.4 or otherwise shall be underground, if reasonably possible, and the location and dimensions of the Separate Utility Facilities shall be subject to the reasonable approval of any Party across whose Parcel the same are to be located.

Except as otherwise provided herein, the Grantee of any easement for Separate Utility Facilities under this Section 2.4 shall be responsible, as between such Grantee and Grantor, for the installation, maintenance, repair and removal at Grantee's cost of all Separate Utility Facilities installed by Grantee pursuant to the easement grant, as well as for all Separate Utility Facilities installed by Grantee on its own Parcel. Any such installation, maintenance, repair,

replacement, relocation and removal of Separate Utility Facilities shall be performed by Grantee only after thirty (30) days advance notice to Grantor of Grantee's intention to do such work. However, in the case of an emergency (whereby either persons or property are in immediate danger of substantial damages and/or harm), any such work may be immediately performed after giving such advance notice to Grantor as is practicable and reasonable under the circumstances. In addition, the Parties agree that all such installation, maintenance, repair, replacement, relocation and removal shall be performed in a good and workmanlike manner in accordance with all laws, as diligently as possible and in a manner that causes as little disturbance to Grantor as may be practicable under the circumstances and any and all portions of the surface area of Grantor's Parcel which may have been excavated, damaged or otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of Grantee, to essentially the same condition as existed prior to the commencement of any such work. In addition, any Separate Utility Facilities shall not materially adversely affect the intended use of the burdened Parcel and shall not impose any new liabilities or obligations on the burdened Owner or CVS if the burdened parcel is the CVS Parcel.

Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees), incurred in connection with Grantee's use of the Separate Utility Facilities easements under this Section 2.4, except to the extent occasioned by Grantor's negligent or wrongful act or omission to act.

Each Grantor of any easement for Separate Utility Facilities under this Section 2.4 may use the utility facilities installed pursuant to such easement; provided, however, that any increase in costs incurred in order to make such utility facilities adequate to serve Grantor's additional use shall be borne by such Grantor; and provided, further, that Grantor gives written notice within the time period called for under subparagraph (a) and otherwise complies with the requirements of subparagraphs (b), (c) and (d) of the following paragraph of this Section 2.4.

The applicable Grantor of any easement under this Section 2.4 may relocate on its Parcel any Separate Utility Facilities installed thereon under any easement granted by it; provided, however, that such relocation:

- (a) may be performed only after such Grantor has given Grantee thirty (30) days' written notice of its intention to relocate such facilities;
- (b) shall not interfere with or diminish the utility services to any other Party (however, temporary interferences with and diminutions in utility services shall be permitted if they occur during the non-business hours of the other affected Parties and the other affected Parties have been so notified under Subsection 2.4(a) above). Such Grantor shall promptly reimburse any affected Party for all costs, expenses and losses incurred by such Parties as a result of such interferences or diminutions (including the cost of generators, alternate water supplies and the like), or both;
- (c) shall not reduce or unreasonably impair the usefulness or function of the facilities in question;
- (d) shall be located underground;

(e) shall be diligently performed in a good and workmanlike manner, in accordance with all laws and without cost or expense to the other Party, and, if Separate Utility Facilities which provide service to the other Party is involved, in accordance with plans approved by the other Party;

(f) shall be completed using materials and design standards which equal or exceed those originally used; and

(g) shall not unreasonably interfere with the business operations occurring on a Parcel.

Section 2.5 Construction Easements. Declarant hereby establishes for the benefit of the Parties, initial, temporary construction related easements for the purpose of facilitating the initial construction of Grantee Improvements contemplated within this Declaration.

The location and use of all temporary construction easements under this Section 2.5 shall be subject to the reasonable approval of the Parties.

Each Grantee agrees to use due care in the exercise of the rights granted under this Section 2.5 and, in the event the exercise of the rights granted under this Section 2.5 requires Grantee to enter upon the Parcel of the other Party, to first obtain the consent of the other Party as to the specific activities, methods and timing in the exercise of such rights so as to avoid cost, unreasonable interference, or damage to Grantor or its tenants or occupants, which shall in no event include stacking or parking of any vehicles, equipment or materials on the Grantor's Parcel.

Each Party covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Grantee's Parcel, the Building(s) or other Improvements of any other Party, and shall not interfere with or interrupt the business operations conducted by any other Party or its tenants or occupants.

Each Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all Buildings, Improvements or portions of the Parcel of the other Party which have been damaged or destroyed in the exercise by Grantee of the easements granted under this Section 2.5, and shall defend, indemnify and hold the other Party harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees) incurred in connection with or arising out of Grantee's exercise of said temporary construction easements, except to the extent occasioned by the other Party's grossly negligent or wrongful acts or omissions.

Any Grantee Improvements made within such temporary construction easements shall, solely for purposes of cost allocation due to maintenance, operation, insurance, taxes, repairs, reconstruction and restoration under this Declaration, be deemed to be part of Grantee's Parcel and Improvements and shall be deemed not to be part of the other Party's Parcel or Improvements for such purposes.

Except as reasonably necessary during the construction of any Improvements, no structure of a temporary character shall be erected or allowed to remain on any Parcel.

Notwithstanding the foregoing, CVS shall be permitted to place a temporary trailer on the CVS Parcel in accordance with the terms and conditions of the CVS Lease.

Section 2.6 Self-Help Easements. Each Party hereby grants to the other Party an easement and license to enter upon its Parcel for the purpose of exercising its cure rights provided under Article VI of this Declaration. Further, each Party hereby grants to the other Party easements in its (Grantor's) Parcel for the installation, construction, repair, maintenance, relocation and removal of any and all Separate Utility Facilities, if and to the extent such installation, construction, repair, maintenance, relocation or removal is required or permitted under the other provisions of this Declaration. Each Grantee of the easements granted under this Section 2.6 shall defend, indemnify and hold the other Party harmless from and against all liens, losses, liabilities, costs or expenses (including attorney's fees) incurred in connection with or arising out of Grantee's use of said easements, except to the extent occasioned by the other Party's own negligent or wrongful act or omission to act. The duration of the easements granted under this Section 2.6 shall be coterminous with the respective provisions of the Declaration which give Grantee the right or the obligation to perform the work described in this Section 2.6.

Section 2.7 Easements to Public Utilities. Any grant or other conveyance of an easement to a public utility by the owner of any Parcel shall, without necessity of further recital in the conveyancing instrument, be deemed to include the following conditions, covenants and restrictions to which such public utility and its successors shall be bound unless specifically stated otherwise in such instrument and consented to by any Party affected thereby.

- (a) The easement is non-exclusive;
- (b) All facilities installed pursuant to the easement shall be underground, except for manhole and manhole covers which shall be flush with adjacent grade, and except as otherwise shown on plans approved by the Parties;
- (c) The Parties retain the right to use the surface areas pursuant to the other terms and provisions of this Declaration;
- (d) The Party on whose Parcel such easement area is located reserves the right to require the grantee to relocate its facilities (and vacate the easement), if possible, to another location on such Party's Parcel, subject to the conveyance of a similar easement, all at such Party's cost and expense;
- (e) The grantee shall not, in its use or installation, interfere with other installations and easements in the area;
- (f) The grantee shall protect its facilities against uses of the surface made by the other Parties;
- (g) The grantee shall make adequate provisions for the safety and convenience of all persons using the area;

(h) The grantee, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work;

(i) The grantee shall defend, indemnify and hold harmless the other Parties against all loss, liability, and costs (including reasonable attorney's fees) which may result to Grantor from the negligent act or omission of, its agents, employees and contractors; and

(j) The grantee shall not permit any claim, lien or encumbrance to attach against the Property or any interest therein.

Section 2.8 No Barrier Agreement. No barriers, fences, walls, material grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the CVS Parcel and the Developer's Parcel from time to time devoted to pedestrian access or vehicular roadways, or shall in any manner unreasonably restrict or interfere with the use and enjoyment by the Consenting Parties of the rights and easements created by this Article II. Provided, however, each Party may temporarily close or block traffic on its Parcel for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties (provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Party shall give fifteen (15) days written notice to each other Party of its intention to do so and shall attempt to coordinate such closing with each other Party, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction and reconstruction.

ARTICLE III

USE

Section 3.1 General Use Requirement. The CVS Parcel may be used for a retail drug store and related uses, including without limitation for an ancillary medical clinic including the operation of a MinuteClinic, in connection with the operation of a drug store and/or for any other lawful retail or service purposes not otherwise prohibited in this Section. Nothing contained in the CVS Lease shall be deemed to impose upon EH or its tenant or occupant(s), either directly, indirectly, constructively or implicitly, an obligation to construct improvements upon the CVS Parcel, open for business, or remain open and operating for any period or in accordance with any operating schedule, procedure or method. The Developer Parcel may be used for any lawful purpose subject to the terms, conditions and restrictions contained in this Declaration.

Section 3.2 Nuisances. Subject to the provisions of Section 3.1, no Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations, nor shall anything be done on any Parcel which shall constitute a public nuisance to the community.

Section 3.3 Use Restrictions on CVS Parcel. EH warrants that it will not use any space in the CVS Parcel or allow any such space to be used for any of the following purposes: (i) a pinball, video game, or any form of entertainment arcade; (ii) a gambling or betting office, other

than for the sale of lottery tickets; (iii) a massage parlor; a cinema, video store or bookstore selling, renting, or exhibiting material of a pornographic or adult nature; (iv) an adult entertainment bar or club; (v) a bowling alley; (vi) a roller skating or ice skating rink; (vii) a firearms shooting range or any other use which creates or causes excessive noise; (viii) any type of educational or vocational institution; (ix) a flea market; (x) a "Dollar Store" or "99¢ Store"; (xi) a second hand store, auction house, odd lot, close-out or liquidation store, (xii) a bar, tavern, pub or restaurant; (xiii) a beauty shop, barber shop or barber college; (xiv) a theater; (xv) a health club/spa, (xvi) offices, other than an office that is incidental to a tenant's retail operations; (xvii) a funeral parlor; (xviii) a new or used car dealership; (xix) a gas station or auto repair facility; (xx) any exclusive use granted to another tenant in the Developer's Parcel (including any future exclusive use granted to another tenant in the Developer's Parcel of which EH and its tenant have been notified by the Declarant); and (xxi) for so long as CVS is in occupancy of the CVS Parcel, the same principal use as that of any other tenant then operating on the Developer's Parcel; provided, however, that the foregoing limitations shall not prohibit EH or its tenant from operating as and selling the merchandise typically sold in national chain drugstores in the State of New Jersey, including CVS/pharmacy drugstores. Subsections (i) through (xx) above are collectively referred to as the "Prohibited Uses".

Section 3.4 Use Restrictions on the Developer's Parcel. No portion of the Developer's Parcel may be used for the following purposes:

(a) for a health and beauty aids store, a greeting card and gift store, a candy store, a store offering one-hour or other on-site photo processing, a vitamin store, a pharmacy mail order facility, a drug store, a store of any kind containing a pharmacy prescription department, and/or a discount, 99 cents store or "dollar" store which sells general merchandise (a "Dollar Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General, or Family Dollar. Notwithstanding the foregoing, it shall not be deemed a violation of this Section 3.4 (a) if a tenant in the Developer's Parcel, as a minor and incidental use of its leased premises, displays and sells greeting cards and/or candy in an area of such tenant's leased premises that is not greater than the lesser, in the aggregate, for the display and sale of greeting cards and/or candy, of: (i) five percent (5%) of the sales area of such leased premises; or (i) 100 square feet.

(b) If the Declarant or any of Declarant's Affiliates holds or acquires any interest in any land immediately adjacent to the Property or at the same intersection as the Property, in the event that the Property is located at an intersection, (whether accomplished directly by direct ownership, or indirectly through the use of leases, cross-easement agreements or similar documents), during the term of the CVS Lease and all renewals, expansions and replacements thereof, the Declarant agrees that (unless any premises on said land are already so leased and/or used) the Declarant shall not allow any of the premises on such land to be leased or to be used for a health and beauty aids store, a greeting card and gift store, a candy store, a store offering one-hour or other on-site photo processing, a vitamin store, a pharmacy mail order facility, a drug store, a store of any kind containing a pharmacy prescription department, and/or a Dollar Store. The term "Declarant's Affiliates" shall mean and refer to (i) any corporation in which Declarant is or was an officer, director, or shareholder; (ii) any partnership in which Declarant is or was a partner; (iii) any limited liability company ("LLC") in which Declarant is or was a member or manager; (iv) if Declarant is a partnership, any partner of Declarant; (v) if Declarant

is a corporation, any officer, director or controlling shareholder of Declarant; and (vi) if Declarant is an LLC, any member or manager of Declarant.

(c) For purposes of this Section 3.4, the term "pharmacy prescription department" shall include the dispensing of prescription drugs by physicians, dentists, other health care practitioners, or entities such as health maintenance organizations, where such dispensing is for profit; and a "health and beauty aids store" shall mean a store which devotes more than five percent (5%) of its retail selling space to the display and sale of health and beauty aids.

(d) The Declarant warrants that it will not lease any space in the Developer's Parcel or allow any such space to be used for the following purposes: (i) a pinball, video game, or any form of entertainment arcade; (ii) a gambling or betting office, other than for the sale of lottery tickets; (iii) a massage parlor; a cinema, video store or bookstore selling, renting, or exhibiting primarily material of a pornographic or adult nature; (v) an adult entertainment bar or club; (vi) a bowling alley; (vii) a roller skating or ice skating rink; (viii) a billiards parlor or pool hall; (ix) a firearms shooting range or any other use which creates or causes excessive noise; (x) a theater; (xi) a health club or exercise salon; (xii) any type of educational or vocational institution; (xiii) a flea market; (xiv) a warehouse; (xv) a facility which performs on-site dry cleaning; (xvi) a gas station; (xvii) a facility which performs on-site auto repair; or (xviii) any of the Prohibited Uses.

ARTICLE IV

GENERAL CONSTRUCTION & DEVELOPMENT

Section 4.1 Developer Improvement Plans.

(a) The Declarant warrants and agrees that the layout of the Developer's Parcel shown on the Site Plan will be adhered to so as to maintain the position of the Buildings, parking areas, curbcuts, traffic patterns, roadways and passageways of the Developer's Parcel.

(b) EH agrees that the Declarant may make minor, non-material modifications to the layout of the Developer's Parcel as the Declarant deems necessary or desirable, provided such minor, non-material modifications do not have a material or adverse effect upon the CVS Parcel, and to the extent that any such minor, non-material modification requires the approval of CVS pursuant to the CVS Lease, EH shall promptly deliver Declarant's written request for consent thereto to CVS. The Declarant shall not be entitled to change or alter the parking area or layout of the CVS Parcel, the Protected Drives and Lanes and the Protected Curbcuts (shown as such on the Site Plan), which Declarant acknowledges it has no right to change or alter in any respect without EH's and CVS's prior written consent which may be withheld in their sole discretion; except that it is understood that neither EH's consent nor, CVS's consent shall be required for changes to the Protected Drives and Lanes and the Protected Curbcuts required by a governmental authority. Notwithstanding the foregoing, the Declarant will notify EH and CVS promptly after the Declarant receives any demand from a governmental authority that the Declarant make any changes to the Protected Drives and Lanes and the Protected Curbcuts, to allow EH or CVS to contest any such mandated change by a governmental authority. The Declarant will not make any such change to the Protected Drives and Lanes and the Protected Curbcuts during the period of any contest, provided such delay in

compliance with such demand does not subject the Declarant to any fines or other liability. EH shall defend, indemnify and hold the Declarant harmless from and against all costs and expenses and liabilities related to any such contest of any changes to the layout of the Developer's Parcel.

(c) In addition, the Declarant agrees that, unless the Declarant first shall obtain EH's consent and CVS's consent, which consent shall not be unreasonably withheld, conditioned or delayed, there will be no additional construction on Blocks K, C-2, or L other than as reflected on the Site Plan; and, there will be no change in the Developer's Parcel layout (except for proposed changes to the Protected Drives and Lanes or to the Protected Curbcuts, for which EH and CVS may withhold their consent in their sole discretion, as aforesaid) which would materially and adversely affect the accessibility to the CVS Parcel from the internal roadways or parking areas or from the public streets and roadways bordering the Property, or the visibility of any signs or storefront(s) on the CVS Parcel from the public streets. The Declarant shall not place any kiosks, planters, trees, shrubs, stairs, or other obstructions in any place in front of the CVS Parcel without EH's and CVS's prior written consent; except that EH's and CVS's consent shall not be required for the placement of any such obstructions in front of the CVS Parcel if required by a governmental authority. Notwithstanding the foregoing, the Declarant will notify EH and CVS promptly after the Declarant receives any demand from a governmental authority that the Declarant place any kiosks, planters, trees, shrubs, stairs, or other obstructions in any place in front of the CVS, to allow EH or CVS to contest any such mandated placement by such governmental authority. The Declarant will not place any kiosks, planters, trees, shrubs, stairs, or other obstructions in any place in front of the CVS Parcel during the period of any contest, provided such delay in compliance with such demand does not subject Landlord to any fines or other liability. EH shall defend, indemnify and hold the Declarant harmless from and against all costs and expenses and liabilities related to any such contest of any required placement of any kiosks, planters, trees, shrubs, stairs, or other obstructions in any place in front of the CVS Parcel. In the event that Declarant seeks the consent of EH for any changes to the Developer's Parcel layout, EH will promptly deliver such request for consent to CVS, it being acknowledged and agreed that for purposes of this Declaration, CVS has certain approval rights to certain changes to the Developer's Parcel layout pursuant to the CVS Lease, and Declarant shall deliver to EH all requests for approval or consent required under the CVS Lease, and EH shall promptly transmit any such request to CVS for its approval pursuant to the CVS Lease. In the event CVS consents to any such request and approves any changes to the Developer's Parcel layout, such approval shall be passed through EH to Declarant.

Section 4.2 Parking Requirements.

(a) Without limiting the rights of CVS to park on the Developer's Parcel, the Developer's Parcel and the CVS Parcel shall be self-supporting with respect to parking.

(b) Except if due to a condemnation, the Declarant shall not permit (i) the parking area of the area labeled on the Site Plan as "Block K" to decrease below 40 parking spaces; (ii) the parking area of the area labeled on the Site Plan as "Block C-2" to decrease below a ratio of 3:1,000 rentable square feet; or (iii) the parking area of the area labeled on the Site Plan as "Block L" to decrease below 30 parking spaces.

Section 4.3 Omitted.

Section 4.4 Omitted.

Section 4.5 Omitted

Section 4.6 Performance of Construction Work Generally. All construction, alteration or repair work undertaken by a Party after the Building on the CVS Parcel has opened for business shall be accomplished in an expeditious, diligent and speedy manner, and shall not disrupt or interfere with the business operations of the tenant on the CVS Parcel. The person or entity undertaking such work shall: (i) pay all costs and expenses associated with such work; (ii) take necessary measures to minimize disruption and inconvenience caused by such work; (iii) make adequate provisions for the safety and convenience of the other Party and its occupants; (iv) control dust, noise and other effects of such work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area; (v) repair any and all damage which may be caused by or result from such work; (vi) restore all affected portions of any Parcel to a condition equal to or better than the condition existing prior to beginning such work; (vii) indemnify and hold harmless all other Parties in the Property against any mechanics liens for such work, particularly as to Common Areas. Such construction shall not (a) unreasonably interfere with the business operations on any other Parcel, (b) block or impede the Property ingress or egress from public streets, (c) adversely affect the availability of parking and/or circulation of traffic on any other Parcel, or (d) interrupt the utility service on any other Parcel. Except as otherwise provided for in this Declaration, the party performing such work shall limit all construction work and staging areas to its own Parcel and not encroach on any Common Areas on any other Parcel and shall not utilize parking areas of any other Parcel. For construction purposes, the Common Areas may be utilized: (a) for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with such work (but each Party performing work shall, to the extent reasonably possible, limit such access to its own Parcel) and (b) temporary storage and parking on the constructing Party's Parcel of materials and vehicles in connection with such work. All such work for which a license is granted above (i) which will be performed by a Party on another Party's Parcel, or (ii) which would adversely affect the ingress and egress to the Property, the availability of parking and/or circulation of traffic in the Property, or the operation and supply of common utility facilities to or in the Property shall be undertaken only after giving the other Party thirty (30) days prior written notice of the work to be undertaken, and the scope, nature, duration, location and extent of the work. Such notice shall include any plans and specifications for the work. In the event of any emergency involving an immediate and imminent threat of substantial harm or injury to persons or property, only such notice as may be reasonable under the circumstance shall be required.

Section 4.7 Compliance in Construction. All construction, alteration or repair work which a Party undertakes pursuant to this Declaration shall comply with plans and specifications therefor, the requirements of all applicable governmental authorities, public bodies and other entities (such as public utilities) having jurisdiction, and all applicable laws, ordinances, rules and regulations, including procurement of all license and permits required for such work. A Consenting Parties' approval of any such work, or the plans and specifications therefor, under any provisions of this Declaration shall not constitute such Consenting Parties' assumption of

responsibility for the accuracy, sufficiency or propriety of such work, or of such plans and specifications, nor shall constitute a representation or warranty that such work or plans and specifications call for construction of economic improvements or improvements which comply with law.

Section 4.8 Construction Insurance. Prior to commencing any construction activities within the Property, each Party shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverage set forth below:

(a) **Worker's Compensation and Employer's Liability Insurance.**

- (i) Worker's compensation insurance as required by any applicable law or regulation.
- (ii) Employer's liability insurance in the amount of \$2,000,000 each accident for bodily injury, \$2,000,000 policy limit for bodily injury by disease and \$2,000,000 each employee for bodily injury by disease.

(b) **General Liability Insurance.** Commercial General Liability insurance covering all operations by or on behalf of the general contractor, which shall include the following minimum limits of liability and coverages:

(i) **Required Coverages:**

- (A) Premises and Operations;
- (B) Products and Completed Operations;
- (C) Contractual Liability, insuring the indemnity obligations assumed by Contractor under the Contract Documents;
- (D) Broad Form Property Damage (including Completed Operations);
- (E) Explosion, Collapse, and Underground Hazards;
- (F) Personal Injury Liability:
 - (1) \$2,000,000 each occurrence (for bodily injury and property damage;
 - (2) \$3,000,000 for Personal Injury Liability;
 - (3) \$5,000,000 aggregate for Products and Completed Operations;
 - (4) \$5,000,000 general aggregate.

(G) **Automobile Liability Insurance.** Any automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, shall have limits of liability of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined. The general contractor shall require each of its subcontractors to include in their liability insurance policies coverage for Automobile Contractual Liability.

(H) **Umbrella/Excess Liability Insurance**

(1) The general contractor shall also carry umbrella/excess liability insurance in the amount of \$5,000,000.

If the construction activity involves the use of another Parcel, then the Owner, tenant and all mortgagees including leasehold mortgagees of such Parcel shall each be additional insured(s) and such insurance shall provide that the insurance shall not be canceled, or reduced in an amount or coverage below the requirements of this Declaration, without at least thirty (30) days prior written notice to the additional insureds. If such insurance is canceled or expires, then the constructing party shall immediately stop all work on or use of the other Owner's Parcel until either the required insurance is reinstated or replacement insurance obtained. Each Owner or occupant, as the case may be, shall supply or cause its general contractor to supply each Owner with certificates with respect to all insurance required by this Section.

ARTICLE V

MAINTENANCE, TAXES AND INSURANCE

Section 5.1 Maintenance.

(a) **General Maintenance.** Each Party hereto shall maintain, or cause its tenants or occupants to maintain, the Building(s) on its Parcel in reasonably good order and condition and state of repair, normal wear and tear and casualty and condemnation excluded, in accordance with the standards of good shopping center operation, including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas (including replacement and replanting), removal of ice and snow from driveways and parking areas, and maintenance and repair of lighting standards and signs and separately metered utility services. Each Party covenants that it, in addition to other requirements of this Section, will keep, or cause its tenants or occupants to keep, the inside and outside of all glass in the doors and windows of its buildings clean; will maintain its buildings at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; will not permit accumulation of garbage, trash rubbish and other refuse, and will remove same at its own expense, and will keep such refuse in proper containers or compactors in places designated therefor until called for to be removed.

(b) Maintained Common Areas. Notwithstanding the foregoing, EH shall be responsible for maintaining, or causing the maintenance of, in first-class condition and repair, the CVS Parcel Common Areas, and the Declarant shall be responsible for maintaining or causing the maintenance of, in first-class condition and repair, the Developer's Parcel Common Areas. Common Area maintenance shall include without limitation, repairing, resurfacing, repaving, re-striping, and resealing, of the parking areas; repair of all curbing, sidewalks and directional markers; removal of snow and ice; landscaping; and provision of adequate lighting during all hours of darkness that CVS or the majority of the retail tenants in the Property shall be open for business. The term "repair" or "repairing" shall include maintenance (including cleaning), repair, and replacement.

Section 5.2 Obligation to Rebuild. In the event all or any portion of any Building on the Developer's Parcel is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, Declarant shall (or shall cause its tenants to) promptly restore or cause to be restored the remaining portion of such Building, or, in lieu thereof, shall remove or cause to be removed the damaged portion of such Building together with all rubble and debris related thereto. All building areas on which Buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by Declarant (or its tenants) to the level of the adjoining portions of the Property and in such manner as not to adversely affect the drainage of the Property or any portion thereof.

Section 5.3 Default in Maintenance Responsibilities. In the event that a Party fails in its maintenance obligations as set forth in this Declaration, which failure continues for a period of thirty (30) days (ten [10] business days in the event of a failure to pay money) after receipt of written notice thereof specifying the particulars of such failure, such failure shall constitute a default under this Declaration and the other Party (the "Curing Party") may thereafter perform such maintenance obligations, in addition to such Curing Party's other remedies.

Section 5.4 Taxes. The Owner of each Parcel shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against such Parcel. In the event a Party fails to pay when due all taxes and assessments described herein, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a default under this Declaration and the Curing Party may, in addition to such Party's other remedies, thereafter pay such taxes if such taxes are delinquent and the owing Party has not commenced and is not duly prosecuting any contest of such taxes. The Curing Party shall then bill the defaulting Party for the expenses incurred. The defaulting Party shall have ten (10) business days within which to pay the bill. If the defaulting Party does not so pay, the Curing Party shall, subject to Section 6.3, have a lien on the Parcel of the defaulting Party for the amount of the bill, which amount shall bear interest at the Default Rate from the date of expiration of said ten (10) business day period until paid. Notwithstanding the foregoing, any lien created pursuant to this Section 5.4 shall be subject and subordinate to the lien of any first mortgage lien now or hereafter encumbering the defaulting Party's Parcel.

Section 5.5 Insurance; Indemnification; Waiver of Subrogation. Each Party will at all times maintain or cause to be maintained with respect to its Parcel and all Buildings and Improvements thereon: (i) commercial property insurance against loss or damage by fire,

lighting and other risks customarily covered by an all-risks policy of property insurance for the full replacement cost of the Building(s) and Improvements located thereon, and (ii) commercial general liability insurance (including contractual liability coverage and Broad Form Endorsement) against claims for bodily injury, death or property damage occurring on, in or about such Party's Parcel with a combined single limit coverage of not less than THREE MILLION DOLLARS (\$3,000,000.00) per occurrence. Nothing herein shall be construed from prohibiting a Party or a Party's tenants or occupants which itself, or in combination with its parent corporation, has a net worth in excess of TWO HUNDRED FIFTY MILLION DOLLARS (\$250,000,000.00), as determined by generally accepted accounting principles, from self-insuring for such insurance coverage. Each Party, its mortgagee, and any ground tenant and its mortgagee of each Party shall be named as an additional insured under policies of the other described above. Each policy shall contain an agreement that any additional insured shall each be provided with thirty (30) days prior written notice of cancellation or material modification of the insurance carried by the other Party.

In the event a Party fails to maintain the insurance described above, which failure continues for a period of thirty (30) days after written notice thereof, such failure shall constitute a default under this Declaration and the other Party (the "Curing Party") may, in addition to such Party's other remedies, thereafter obtain and pay for such insurance. The Curing Party shall then bill the defaulting Party for the expenses incurred. The defaulting Party shall have fifteen (15) days within which to pay the bill. If the defaulting Party does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Party for the amount of the bill, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) days period until paid. Notwithstanding the foregoing, any lien created pursuant to this Section 5.5 shall be subject and subordinate to the lien of any first mortgage lien now or hereafter encumbering the defaulting Party's Parcel.

To the extent not covered by proceeds received from the insurance policies described above, each Party (the "Indemnitor") will pay, and indemnify and save harmless the other Party and their respective ground tenants, mortgagees and leasehold mortgagees (the "Indemnitee") from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from: (i) any injury to or death of a person or loss of or damage to property occurring on the Indemnitor's Parcel; (ii) any use or condition of the Indemnitor's Parcel; and (iii) any negligence or tortious acts of the Indemnitor or any of his tenants, licensees, invitees, customers, agents or employees.

Each Party (the "Releasor") hereby releases the other Party and their respective ground tenants, mortgagees and leasehold mortgagees (the "Releasee") from any and all liability or responsibility to the Releasor or anyone claiming through or under the Releasor by way of subrogation or otherwise for any incurred loss or damage to any person or property caused by fire or other peril or other such loss, damages, or other insured event or negligence of the Releasee, or anyone for whom such Releasee may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the Releasor's policy or policies of insurance shall contain a waiver of subrogation endorsement, to the effect that any such release shall not adversely affect or impair said policy or policies or prejudice the right of the Releasor to recover thereunder.

All insurance coverage required to be carried hereunder shall be carried with insurance companies licensed to do business in the state in which the Parcels are located; shall be rated in the then-most current Best's Insurance Guide (or any successor thereto) as having a general policyholder rating of A- or better and a financial rating of "VIII" or better. Each Party shall provide the other Party with a copy of the required policies or, at the option of the Party who constitutes the insured, a certificate evidencing the required coverage contemporaneously with the execution of this Declaration and, thereafter, at least thirty (30) days before the expiration of each policy.

ARTICLE VI

DEFAULT; REMEDIES

Section 6.1 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Declaration by the non-performing Party (the "defaulting Party"):

- (a) The failure to perform any obligation of Article V hereof within the time requirements cited therein;
- (b) The failure to make any payment required to be made hereunder within ten (10) business days of the due date, or
- (c) The failure to observe or perform any other of the covenants, conditions or obligations of this Declaration or to abide by the restrictions and requirements herein provided, other than as described in (a) or (b) above, within thirty (30) days after the issuance of a notice by the other Party (the "non-defaulting Party") specifying the nature of the default claimed.

Section 6.2 Right to Cure. With respect to any default under Section 6.1 above, any non-defaulting Party shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Party; provided, however, that in the event the default shall constitute an emergency condition involving an immediate and imminent threat of substantial injury or harm to persons or property, the non-defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, due to such emergency, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the non-defaulting Party shall have the right to enter upon the Parcel of the defaulting Party (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Party. Each Party shall be responsible for the non-performance or default of its occupants and lessees. In the event any non-defaulting Party shall cure a default, the defaulting Party shall reimburse the non-defaulting Party for all costs and expenses incurred in connection with such curative action, plus interest at the Default Rate, within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made.

Section 6.3 Liens. Costs and expenses accruing and/or assessed pursuant to Section 6.2 above and the amounts described in Section 6.1 shall constitute a lien against the defaulting Party's Parcel. The lien shall attach and take effect only upon recordation of a claim of lien in

the applicable real estate records office of the county in which the said Parcel is located, by the Party making the claim. The claim of lien shall include the following:

- (i) The name and address of the lien claimant;
- (ii) A statement concerning the basis for the claim of lien and identifying the lien claimant as a non-defaulting and/or curing Party;
- (iii) An identification by name and address (if known) of the defaulting Party or reputed owner of the Parcel or interest therein against which the lien is claimed;
- (iv) A description of the Parcel against which the lien is claimed;
- (v) A description of the work performed which has given rise to the claim of lien;
- (vi) A statement itemizing the total amount due, including interest;
- (vii) A statement that the lien is claimed pursuant to the provisions of this Declaration, reciting the date, book and page of recordation hereof.

The notice shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the Party against whom the lien is claimed, by personal service or by mailing pursuant to Section 7.3 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State in which the Shopping Center is located. Notwithstanding the foregoing, any lien created pursuant to this Section 6.3 shall be subject and subordinate to the lien of any first mortgage lien now or hereafter encumbering the defaulting Party's Parcel.

Section 6.4 Other Remedies. Each non-defaulting Party shall have the right to prosecute any proceedings at law or in equity against any defaulting Party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provision contained in this Declaration, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Section 6.5 No Waiver. No delay or omission of any Party in the exercise of any right accruing upon any default of any other Party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Party of any default under this Declaration shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Declaration.

Section 6.6 No Termination for Breach. No breach, whether or not material, of the provisions of this Declaration shall entitle any Party to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this Declaration.

Section 6.7 Limitation of Liability. Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Parcel, or any portion thereof, shall be bound by this Declaration only as to the Parcel or portion of the Parcel acquired or possessed by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner or occupant of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section 6.7, the easements, covenants and restrictions in this Declaration shall continue to be benefits to and servitudes upon said Parcels running with the land.

Section 6.8 Violation by Declarant of Section 3.4. Notwithstanding the foregoing or anything to the contrary contained herein, in the event Declarant violates Section 3.4 of this Declaration, and fails to cure such violation within thirty (30) days after receipt of EH's notice thereof, in addition to all other remedies available to EH, Declarant shall be responsible and liable for all losses, damages and costs incurred or suffered by EH pursuant to the CVS Lease.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Estoppel Certificates. Each Party shall upon not less than fifteen (15) business days from receipt of written notice from the other Party execute and deliver to such other Party a certificate in recordable form stating that (i) either this Declaration is unmodified and in full force and effect or is modified (and stating the modification); and (ii) whether or not to the best of its knowledge the other Party is in default in any respect under this Declaration and if in default, specifying such default.

Section 7.2 Term and Perpetuity. The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall continue

in full force and effect, to the benefit of and being binding upon all Parties, their heirs, executors, administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such parties until the expiration of seventy-five (75) years from the date hereof or such later date on which such lease expires, unless terminated by the consent of all Parties pursuant to a writing recorded in the real property records of the Bergen County. Said agreements and restrictions shall be unaffected by any change in the ownership of any real property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

Notwithstanding the foregoing, the easements contained herein binding and benefiting the Parcels shall be perpetual and shall run with the land.

Section 7.3 Notices. Any notice required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other Party). Notices may also be given by a nationally recognized overnight courier service which provides receipt of delivery (such as Federal Express), addressed to the Party being notified.

Declarant: i.park Edgewater LLC
485 West Putnam Avenue
Greenwich, CT 06830

EH: Edgewater Hudson, LLC
c/o ARC Properties, Inc.
1401 Broad Street
Clifton, New Jersey 07013

With a copy to: New Jersey CVS Pharmacy, L.L.C.
One CVS Drive
Woonsocket, RI 02895
Attn: Property Administration Department, Store No. 8924

Section 7.4 Ground Lessee Assignment. The rights and obligations of any Party hereunder may be assigned in whole or in part to one or more ground lessees or sublessees which rights and obligations shall be expressly assumed by such ground lessees or sublessees for the term of the ground leases or subleases between such Party and such ground lessees or sublessees.

Section 7.5 Rights of CVS. Any consents required of EH or the Owner of the CVS Parcel, shall also require the consent of CVS. Any notices to be provided to EH or the Owner of the CVS Parcel, shall also be provided to CVS. Upon prior written notice to EH, CVS shall be permitted, on behalf of EH, to exercise any rights of EH hereunder including any cure rights or self-help rights.

Section 7.6 Governing Law. This Declaration will be interpreted according to, and governed by, the procedural and substantive laws of the State of New Jersey.

Section 7.7 Severability. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 7.8 No Public Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Property or any portions thereof, to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained.

Section 7.9 Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Section 7.10 Relationship of the Parties. Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Parties hereto or the Owners. It is understood that the relationship between the Parties hereto and Owners is an arms length one that shall at all times be and remain that of separate owners of real property. No Party hereto nor any Owner shall have the right to act for or on behalf of another Party or Owner, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the Party or Owner to be charged or bound, except as otherwise specifically provided herein.

Section 7.11 Amendment. Declarant agrees that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of all Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of Bergen County, State of New Jersey.

Section 7.12 Bankruptcy. In the event of any bankruptcy affecting any Owner or ground tenant of any Parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

[signatures on next page]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Declaration as of the day and year first written above.

i.park Edgewater LLC

By: i.park Edgewater Holdings LLC,
Managing Member,

By: i.park Edgewater Investments, Inc.

By: *L M Ward*
Lynne M. Ward, vice-president

Edgewater Hudson, LLC

By: *[Signature]*
Robert J. Ambrosi, Manager

New York
STATE OF CONNECTICUT
COUNTY OF *Westchester*

SS:

BE IT REMEMBERED, that on this *17* day of June, 2009, before me, the subscriber, personally appeared *Lynne M. Ward, Vice President* of i.park Edgewater Investments, Inc. and i.park Edgewater Holdings, LLC, the Managing Member of i.park Edgewater, LLC, a Delaware Limited Liability Company, who, I am satisfied, is the person named in and who executed the within Instrument on behalf of said company, and thereupon he acknowledged that he signed, sealed and delivered the same, and that the within Instrument is the voluntary act and deed of said company for the uses and purposes therein expressed.

DAVID A. SINGER
Notary Public State of New York
No. 02S16057925
Qualified in Westchester County
Commission Expires April 30, 2011

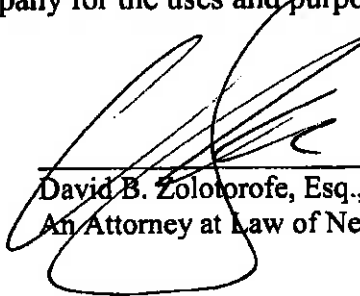
[Signature]

STATE OF NEW JERSEY

SS:

COUNTY OF PASSAIC

BE IT REMEMBERED, that on this 22 day of June, 2009, before me, the subscriber, personally appeared **Robert J. Ambrosi**, Manager of Edgewater Hudson, LLC, a New Jersey Limited Liability Company, who, I am satisfied, is the person named in and who executed the within Instrument on behalf of said company, and thereupon he acknowledged that he signed, sealed and delivered the same, and that the within Instrument is the voluntary act and deed of said company for the uses and purposes therein expressed.



David B. Zolotorofe, Esq.,
An Attorney at Law of New Jersey

EXHIBIT A

Site Plan

EXHIBIT A1

	CVS Parcel
	Developer's Parcel
	Protected Drives, Lanes, Curb cuts

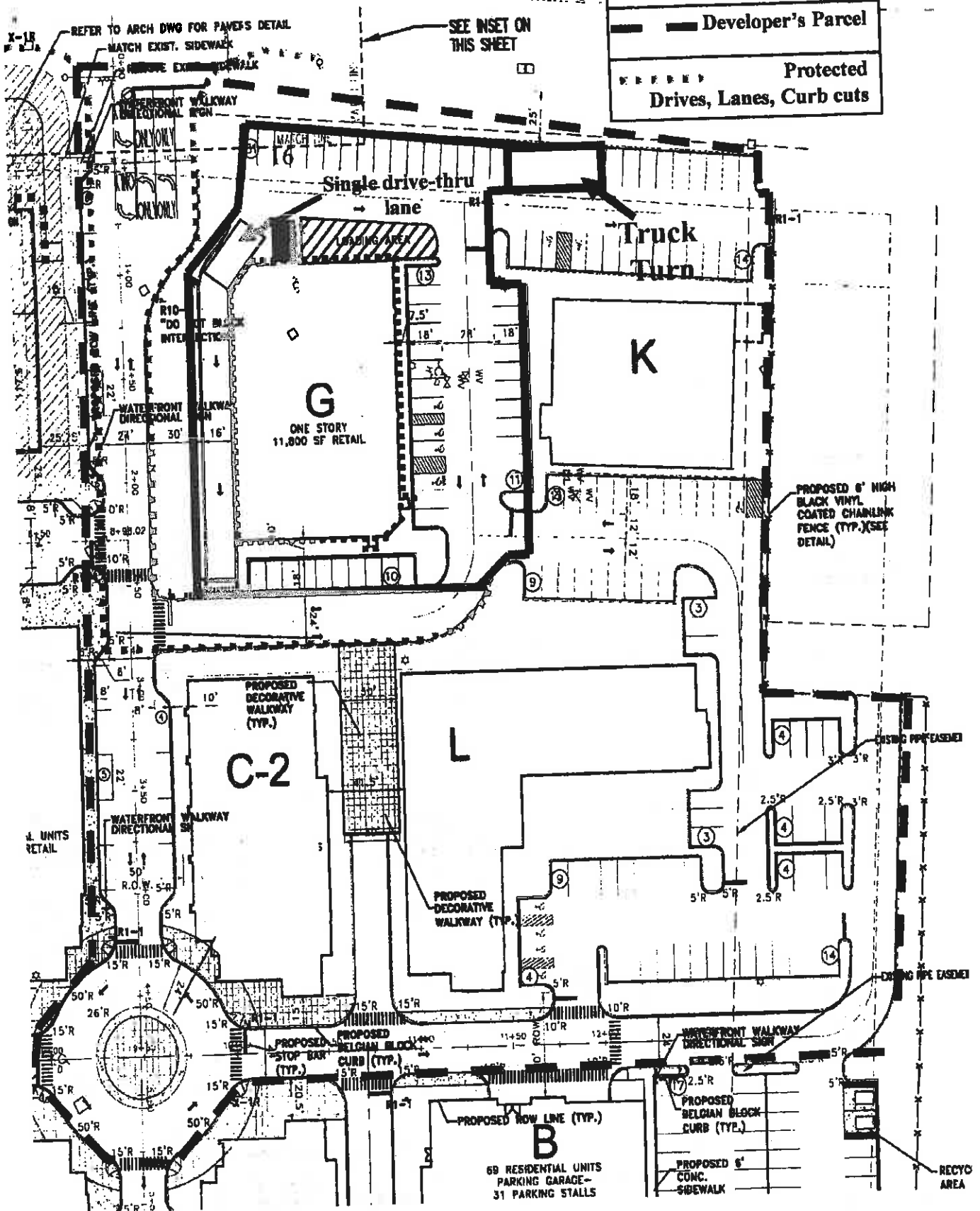


EXHIBIT B

Survey of CVS Parcel



UNITY MAP

DATE: 01/10/09

GENERAL NOTES:

1. THIS PLAN IS THE PROPERTY OF P&S ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF P&S ENGINEERING, INC.
2. THE CLIENT HAS REPRESENTED THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN OBTAINED FROM THE APPROPRIATE AGENCIES.
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REVISIONS:

NO.	DATE	DESCRIPTION
1	01/10/09	ISSUED FOR PERMITTING
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8	01/10/09	ISSUED FOR PERMITTING
9	01/10/09	ISSUED FOR PERMITTING
10	01/10/09	ISSUED FOR PERMITTING

[Signature]
 P&S ENGINEERING, INC.
 1000 ROUTE 17 SOUTH
 SUITE 200
 BOCA RATON, FL 33433
 (561) 991-1111
 WWW.PANDSENG.COM

PROPERTY DESCRIPTION:

CVS PARCEL
 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY
 BLOCK 89, LOT 1.08

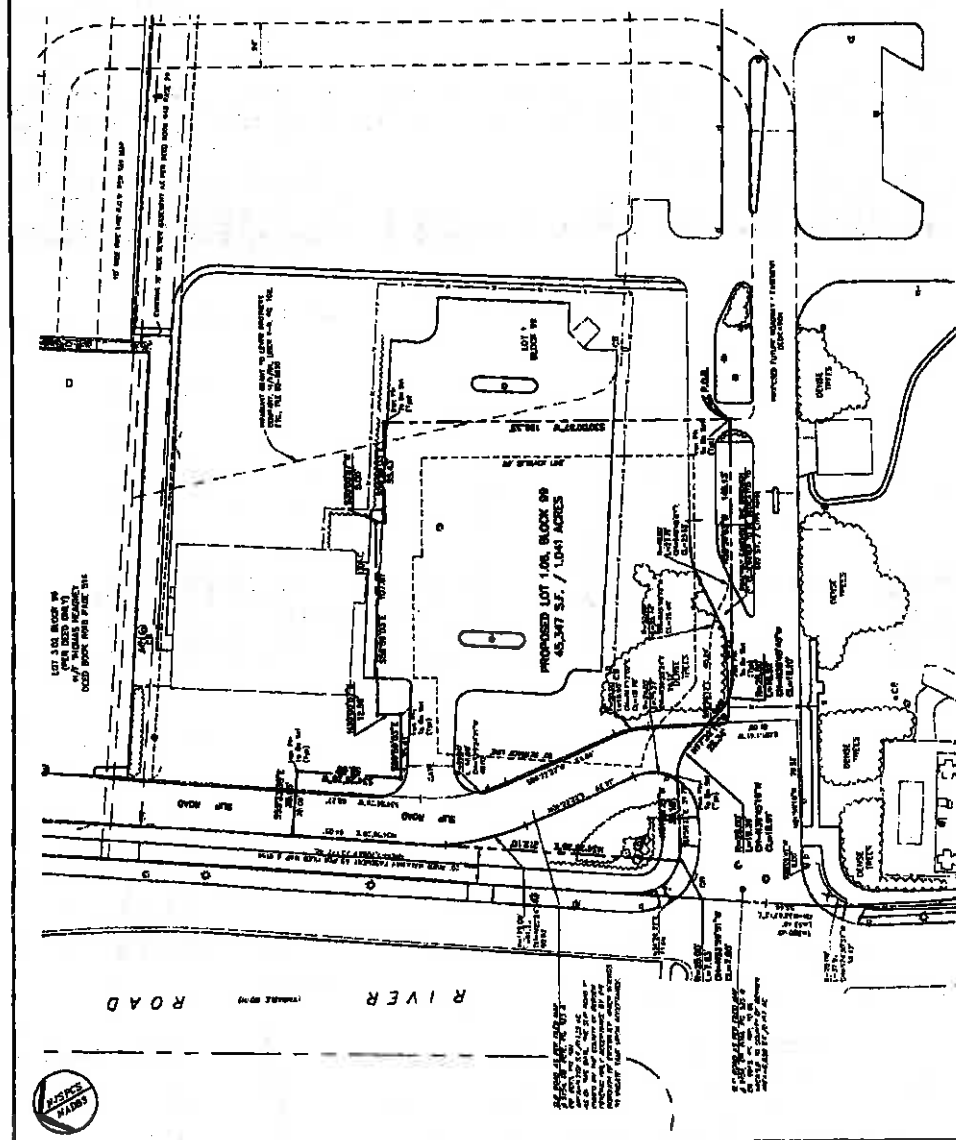
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10	01/10/09	ISSUED FOR PERMITTING

[Signature]
 P&S ENGINEERING, INC.
 1000 ROUTE 17 SOUTH
 SUITE 200
 BOCA RATON, FL 33433
 (561) 991-1111
 WWW.PANDSENG.COM



LEGEND:

- 1. PROPOSED BUILDING FOOTPRINT
- 2. EXISTING BUILDING FOOTPRINT
- 3. EXISTING DRIVEWAY
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- 50. EXISTING DRIVEWAY

GRAPHIC SCALE:

1" = 100'

0 10 20 30 40 50 60 70 80 90 100

PROJECT: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

CLIENT: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

DATE: 01/10/09

SCALE: 1" = 100'

PROJECT NO.: 09-001

CLIENT NO.: 09-001

PROJECT NAME: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

CLIENT NAME: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

PROJECT ADDRESS: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

CLIENT ADDRESS: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

PROJECT CITY: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

CLIENT CITY: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

PROJECT STATE: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

CLIENT STATE: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

PROJECT ZIP: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

CLIENT ZIP: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

PROJECT COUNTY: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

CLIENT COUNTY: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

PROJECT COUNTRY: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

CLIENT COUNTRY: CVS PARCEL 1 PARK EDGEWATER, BERGEN COUNTY, NEW JERSEY BLOCK 89, LOT 1.08

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EXHIBIT B-1

Legal Description of CVS Parcel

LOT 1.08 BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

BEGINNING at the southwesterly corner of Lot 1.04, Block 99 as laid out on a certain map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5", prepared by Paulus Sokolowski and Sartor, LLC on December 12, 2007, last revised on September 4, 2008 and running, thence

Along the northerly right-of-way line of Road I the following six (6) courses:

1. North 59 degrees 59 minutes 03 seconds West a distance of 146.13 feet to a point of curvature, thence
2. Along a curve to the right, having a radius of 25.00 feet, an arc length of 18.52, and whose chord bears North 38 degrees 45 minutes 40 seconds West a chord distance of 18.10 feet to a point of tangency, thence
3. North 17 degrees 32 minutes 17 seconds West a distance of 25.34 feet to a point of curvature, thence
4. Along a curve to the left, having a radius of 25.00 feet, an arc length of 19.39, and whose chord bears North 39 degrees 45 minutes 19 seconds West a chord distance of 18.91 feet to a point of tangency, thence
5. North 61 degrees 58 minutes 21 seconds West a distance of 38.18 feet to a point of curvature, thence
6. Along a curve to the right, having a radius of 25.00 feet, an arc length of 7.83, and whose chord bears North 52 degrees 59 minutes 51 seconds West a chord distance of 7.80 feet to a point of cusp, thence

Along Lot 1.17, Block 99 the following three (3) courses:

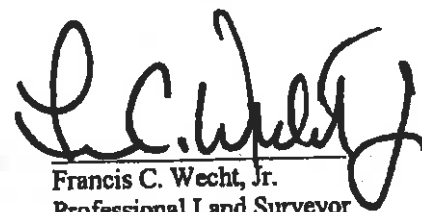
7. North 34 degrees 26 minutes 26 seconds East a distance of 212.10 feet to a point, thence
8. South 55 degrees 33 minutes 38 seconds East a distance of 35.03 feet to a point, thence
9. South 34 degrees 26 minutes 26 seconds West a distance of 56.98 feet to a point, thence

10. Along the southerly lines of Lots 1.17 and 1.12, Block 99, South 59 degrees 59 minutes 03 seconds East a distance of 35.41 feet to a point, thence

Along Lot 1.12, Block 99 the following three (3) courses:

11. North 30 degrees 00 minutes 57 seconds East a distance of 12.56 feet to a point, thence
12. South 59 degrees 59 minutes 03 seconds East a distance of 107.61 feet to a point, thence
13. South 30 degrees 00 minutes 57 seconds West a distance of 5.00 feet to a point, thence
14. Along the southerly lines of Lots 1.12 and 1.13, Block 99, South 59 degrees 59 minutes 03 seconds East a distance of 55.43 feet to a point, thence
15. Along a westerly line of Lot 1.13, the westerly terminus of Road I and the westerly line of Lot 1.04, Block 99, South 30 degrees 00 minutes 57 seconds West a distance of 189.33 feet to the point and place of BEGINNING

Containing a calculated area of 45,347 square feet or 1.041 acres



Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190

EXHIBIT C

Legal Description of Developer's Parcel



PAULUS, SOKOLOWSKI AND SARTOR, LLC
67B Mountain Boulevard Extension
P.O. Box 4038
Warren, NJ 07059
Tel: 732-560-9700
Fax 732-560-9768
fwacht@psands.com
www.psands.com

Francis C. Wacht, Jr. P.L.S., P.P.
Vice President

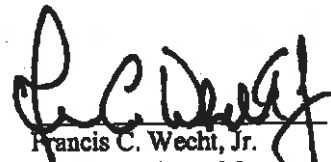
ROAD I - A IN LOT 1, BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

BEGINNING at the point, said point being an intersection of the easterly right-of-way line of River Road (variable width) with the northerly right-of-way line of Road I as laid out on a certain map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5" prepared by Paulus Sokolowski and Sartor, LLC on December 12, 2007, last revised on September 4, 2008 and running, thence

1. Along a curve to the left, having a radius of 25.00 feet, an arc length of 42.07, and whose chord bears South 13degrees 45minutes 59seconds East a chord distance of 37.28 feet to a point of tangency,
2. South 61degrees 58minutes 21seconds East a distance of 38.18 feet to a point of curvature, thence
3. Along a curve to the right, having a radius of 25.00 feet, an arc length of 19.39, and whose chord bears South 39degrees 45minutes 19seconds East a chord distance of 18.91 feet to a point of tangency, thence
4. South 17degrees 32minutes 17seconds East a distance of 25.34 feet to a point of curvature, thence
5. Along a curve to the left, having a radius of 25.00 feet, an arc length of 18.52, and whose chord bears South 38degrees 45minutes 40seconds East a chord distance of 18.10 feet to a point tangency, thence
6. South 59 degrees 59 minutes 03 seconds East a distance of 307.15 feet to a point of cusp, thence
7. Along a curve to the right, having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears North 75 degrees 00 minutes 57 seconds East a chord distance of 33.93 feet to a point of cusp, thence
8. North 30 degrees 00 minutes 57 seconds East a distance of 55.51 feet to a point, thence
9. North 59 degrees 59 minutes 03 seconds West a distance of 185.01 feet to a point in the easterly line of Lot 1.08, Block 99, thence

10. Along said line of Lot 1.08 South 30 degrees 00 minutes 57 seconds East a distance of 40.00 feet to a point, thence
11. South 59 degrees 59 minutes 03 seconds East a distance of 185.01 feet to a point
12. North 30 degrees 00 minutes 57 seconds East a distance of 279.85 feet to a point in the northerly lot line between Lot 1, Block 99 on the south and Lot 3.01, Block 96 on the north, thence
13. Along said northerly lot line South 56 degrees 57 minutes 27 seconds East a distance of 50.07 feet to a point, thence
14. South 30 degrees 00 minutes 57 seconds West a distance of 372.72 feet to a point of cusp, thence
15. Along a curve to the right, having a radius of 55.00 feet, an arc length of 207.28, and whose chord bears South 75 degrees 00 minutes 57 seconds West a chord distance of 104.64 feet to a point of cusp, thence
16. North 59 degrees 59 minutes 03 seconds West a distance of 407.68 feet to a point of curvature, thence
17. Along a curve to the left, having a radius of 25.00 feet, an arc length of 38.94, and whose chord bears South 75degrees 23minutes 31seconds West a chord distance of 35.12 feet to a point of cusp in the easterly right-of-way line of River Road, thence following two courses along said River Road right-of-way
18. Along a curve to the right, having a radius of 890.00 feet, an arc length of 57.05, and whose chord bears North 32degrees 36minutes 15seconds East a chord distance of 57.04 feet to a point of tangency, thence
19. North 34 degrees 26 minutes 26 seconds East a distance of 73.69 feet to the **POINT OF BEGINNING**;

CONTAINING 59,796 square feet or 1.373 acres


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190



PAULUS, SOKOLOWSKI AND SARTOR, LLC
678 Mountain Boulevard Extension
P.O. Box 4039
Warren, NJ 07058
Tel: 732-580-8700
Fax: 732-580-8768
fwecht@psands.com
www.psands.com

Francis C. Wecht, Jr. P.L.S., P.P.
Vice President

LOT 1.04 BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

BEGINNING at the southeasterly corner of Lot 1.08, Block 99 as laid out on a certain map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5", prepared by Paulus Sokolowski and Sartor, LLC on December 12, 2007, last revised on September 4, 2008 and running, thence

1. Along the easterly line of Lot 1.08, Block 99, North 30 degrees 00 minutes 57 seconds East a distance of 79.50 feet to a point, thence
2. South 59 degrees 59 minutes 03 seconds East a distance of 185.01 feet to a point, thence
3. Along the westerly right-of-way line of Road A, South 30 degrees 00 minutes 57 seconds West a distance of 55.51 feet to a point of cusp, thence
4. Along a curve to the left, having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears South 75 degrees 00 minutes 57 seconds West a chord distance of 33.93 feet to a point of cusp, thence
5. Along the northerly right-of-way line of Road I, North 59 degrees 59 minutes 03 seconds West a distance of 161.02 feet to the point of BEGINNING

Containing a calculated area of 14,360 square feet or 0.330 acres.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 5, 2009



PAULUS, SOKOLOWSKI AND SARTOR, LLC
678 Mountain Boulevard Extension
P.O. Box 4039
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Francis C. Wecht, Jr. P.L.S., P.P.
Vice President

LOT 1.12, BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

BEGINNING at the northwesterly corner of Lot 1.13 and the northeasterly corner of Lot 1.12, Block 99 as laid out on a certain map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5" prepared by Paulus Sokolowski and Sartor, LLC on December 12, 2007, last revised on September 4, 2008 and running, thence

1. Along the westerly line of Lot 1.12, Block 99, South 32 degrees 50 minutes 14 seconds East a distance of 134.16 feet to a point, thence
2. North 59 degrees 59 minutes 03 seconds West a distance of 5.67 feet to a point, thence
3. North 30 degrees 00 minutes 57 seconds East a distance of 5.00 feet to a point, thence
4. North 59 degrees 59 minutes 03 seconds West a distance of 107.61 feet to a point, thence
5. South 30 degrees 00 minutes 57 seconds West a distance of 12.56 feet to a point, thence
6. North 59 degrees 59 minutes 03 seconds West a distance of 23.38 feet to a point, thence
7. North 34 degrees 26 minutes 26 seconds East a distance of 148.97 feet to a point, thence
8. Along the northerly line of Lot 1.12, Block 99, South 56 degrees 57 minutes 27 seconds East a distance of 131.95 feet to the point of BEGINNING

Containing a calculated area of 18,079 square feet or 0.415 acres.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 5, 2009



PAULUS, SOKOLOWSKI AND SARTOR, LLC
87B Mountain Boulevard Extension
P.O. Box 4099
Warren, NJ 07059
Tel: 732-560-8700
Fax: 732-560-8768
fwecht@psands.com
www.psands.com

Francis C. Wecht, Jr. P.L.S., P.P.
Vice President

LOT 1.13, BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

BEGINNING at the southeasterly corner of Lot 1.12, Block 99 as laid out on a certain map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5" prepared by Paulus Sokolowski and Sartor, LLC on December 12, 2007, last revised on September 4, 2008 and running, thence

1. Along the easterly line of Lot 1.12, Block 99, North 32 degrees 50 minutes 14 seconds East a distance of 134.16 feet to a point, thence
2. South 56 degrees 57 minutes 27 seconds East a distance of 84.15 feet to a point, thence
3. North 33 degrees 02 minutes 33 seconds East a distance of 49.39 feet to a point, thence
4. South 56 degrees 54 minutes 58 seconds East a distance of 141.73 feet to a point, thence
5. Along the westerly right-of-way line of Road A, South 30 degrees 00 minutes 57 seconds West a distance of 241.12 feet to a point, thence
6. Along the northerly right-of-way line of Road I, North 59 degrees 59 minutes 03 seconds West a distance of 185.01 feet to a point, thence
7. Along the easterly line of Lot 1.08, Block 99, North 30 degrees 00 minutes 57 seconds East a distance of 69.83 feet to a point, thence
8. Along the northerly line of Lot 1.08, Block 99, North 59 degrees 59 minutes 03 seconds West a distance of 49.76 feet to the point of BEGINNING

Containing a calculated area of 49,617 square feet or 1.139 acres.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 5, 2009

GRANT OF CONSERVATION RESTRICTION / EASEMENT

14-052330.01 Deed
V Bk: 01723 Pg: 1911-1961 Rec. Fee \$543.00
John E. Hogan, Bergen County Clerk
Recorded 08/11/2014 09:42:58 AM

Prepared by: PS&S

NJDEP File No.: 0213-06-0001.2 WFD 070001

GRANT OF CONSERVATION RESTRICTION / EASEMENT
(Public Access To The Waterfront)

This Grant of Conservation Restriction is made this 12th day of February 2014 by i.park Edgewater LLC, whose address is 485 W. Putnam Avenue, Greenwich, Connecticut 06830, 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 Borough of Edgewater, County of Bergen, New Jersey designated as Lot(s) 1,3,4 and 5, Block 99 on the official Tax Map of the Borough of Edgewater County (hereinafter "the Property"); and

WHEREAS, the Grantee has issued to Grantor Permit #0213-06-0001.2 WFD 070001 (the "Permit"), attached hereto as Exhibit D made a part hereof, which permits certain construction described therein, and requires among other conditions public access to the waterfront, pursuant to the Waterfront Development Law, N.J.S.A. 12:5; and

WHEREAS, by virtue of the Property's location directly on the Hudson River the waterfront area of the Property possesses great scenic, aesthetic and recreational qualities for the public enjoyment; and

WHEREAS, as a condition to the Permit, Grantor must provide for public access over a portion of the Property including its water's edge, by creating and maintaining in perpetuity a walkway as well as parking spaces reserved for use by the public (collectively "Easement Areas"), as more specifically shown on the site plan prepared by Paulus, Sokolowski and Sartor LLC, and dated July 7, 2011 attached hereto Exhibit A and made a part hereof, along with the legal description of the Waterfront Walkway Easement and Waterfront Access Easement prepared by Paulus, Sokolowski and Sartor LLC and dated January 27, 2014 and attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Grantee is authorized by N.J.S.A. 13: ID-9 to formulate comprehensive policies for the conservation of natural resources, to promote environmental protection, and prevent pollution of the environment of the State, and is authorized by N.J.S.A. 13:8B-3 to acquire and enforce conservation restrictions; and

WHEREAS, the Grantor, having the authority to do so, intends to enter into this Grant of Conservation Restriction/Easement in order to grant to the Grantee the conservation restriction / easement on the Easement Area for passive recreational use by the public (the "Conservation Restriction / Easement").

- 1 -

R+R
1 Park Edgewater LLC
485 W Putnam Ave
Greenwich Ct 06830
Annassi

GRANT OF CONSERVATION RESTRICTION / EASEMENT

NOW THEREFORE, in consideration for the issuance of the Permit and for the valuable consideration the receipt and sufficiency of which is hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein, the Grantor hereby agrees that the Property shall be subject in perpetuity to the following conveyances, covenants and restrictions in favor of the Grantee:

1. Grantor hereby conveys transfers, assigns and grants to the Grantee a Conservation Restriction/Easement with respect to that portion of the Property as shown in Exhibit A and as described in Exhibit B.
2. The parties agree that the Conservation Restriction / Easement shall be in full force and effect as to the entire Easement Areas as shown in Exhibit A and described in Exhibit B, including those areas upon which the public parking spaces and the walkway(s) have not yet been constructed as of the date of this Conservation Restriction / Easement, and will be accessible to the public at all times in perpetuity.
3. Nothing contained in this Conservation Restriction / Easement shall be deemed or construed to give or grant to the Grantee, the public, or anyone else, any rights to use any portion of the Property other than the Easement Areas.
4. Grantor, its successors and assigns, shall maintain the Easement Areas pursuant to the Maintenance Plan, attached hereto as Exhibit C made a part hereof.
5. The Easement Areas shall be available for public passive recreational purposes. Recreational uses shall not include any activity that violates federal, state, county or municipal law. No construction shall be permitted within the Easement Areas, other than the walkway and parking spaces reserved for use by the public consistent with the Permit. Grantor shall have the right to access the easement land in order to comply with any New Jersey Department of Environmental Protection remediation, operation and maintenance, or alterations as may be required. Grantor shall also retain right to conduct temporary closing of easement land to public access during construction activities.
6. The Easement Areas shall be available for waterfront public access purposes, being those passive recreational activities including, but not limited to, jogging, bicycling, walking, viewing, fishing and other similar passive recreational activities consistent with and compatible with public enjoyment of the Easement Areas preserved by the Conservation Restriction / Easement herein granted.
7. In no event shall the Grantor charge a fee for access to or use of any portion of the Easement Areas, including for use of parking spaces reserved by the Conservation Restriction / Easement herein granted.
8. In no event shall Grantor erect, place or maintain any gate or any obstruction whatsoever across any portion of the Easement Areas that blocks impedes physical access to the

GRANT OF CONSERVATION RESTRICTION / EASEMENT

Easement Areas by the public at any time except as expressly permitted herein or as may be required by applicable governmental authorities.

9. The Grantor shall not construct, install or maintain any structure, building or other improvement within the Easement Areas, except those appearing on plans and specifications approved by the Grantee in writing pursuant to the Permit. Grantor shall have the right to access the easement land in order to comply with any New Jersey Department of Environmental Protection remediation, operation and maintenance, or alterations as may be required. Grantor shall also retain right to conduct temporary closing of easement land to public access during construction activities.
10. The boundaries of the Easement Area shall be marked as noted on the approved site plan (Exhibit A), within 30 days of receipt of No Further Action determination from Grantor, for area subject to site remediation requirements. Examples include the edge of a walkway, curbing, fence post, pipe in the ground, survey markers, or a shrub or tree line.
11. Grantor's liability with respect to the Easement Area is subject to the limitations contained in N.J.S.A. 2A:42A-8 and 2A:42A-8.1 (Landowner Liability Act).
12. Any activity on or use of the Easement Areas by Grantor that is inconsistent with the Public Trust Doctrine, the purposes of this Conservation Restriction / Easement, or not in conformance with the final plans and specifications approved by the Grantee in writing pursuant to the Permit cited herein or any other permit subsequently issued by the Grantee regulating the Property shall be prohibited.
13. In the event of a conflict between this Conservation Restriction / Easement and the final plans and specifications approved by the Grantee in writing pursuant to the Permit, the latter shall govern.
14. This Conservation Restriction / Easement shall be a burden upon and shall run with the Property, and shall bind Grantor, its successors and/or assigns as their interest may appear, in perpetuity.
15. 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 or home-owner association.
16. 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 / Easement 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 within a reasonable time 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

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GRANT OF CONSERVATION RESTRICTION / EASEMENT

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 / Easement.

17. If the Grantee, in its reasonable discretion, determines that exigent circumstances require immediate action to prevent or mitigate significant, material, and irreparable damage to the Easement Areas, the Grantee may pursue its remedies under paragraph 16 above without waiting for the period provided for cure to expire and with at least verbal notice to the Grantor of such event. 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 / Easement. Grantor agrees that the Grantee's remedies at law for any Violation of the terms of this Conservation Restriction / Easement 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 which the Grantee may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the Grantees rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare. In addition, the foregoing shall not apply in event or events of force majeure.
18. Enforcement of the terms of this Conservation Restriction / Easement shall be at the discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Restriction / Easement in the event of any Violation by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent Violation or of any of the Grantees rights under this Conservation Restriction / Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any Violation by Grantor shall impair such right or remedy or be construed as a waiver of such right or remedy.
19. Grantor agrees to reimburse the Grantee for any reasonable, actual costs incurred by the Grantee in enforcing the terms of this Conservation Restriction / Easement against Grantor in the event of an uncured default, and including, without limitation, the reasonable costs of suit and attorneys' fees.
20. The Grantee reserves the right to transfer, assign, or otherwise convey the Conservation Restriction / Easement to governmental entity to assume the benefits and obligations of the Grantee hereunder, subject to advance written notice thereof to the Grantor.

GRANT OF CONSERVATION RESTRICTION / EASEMENT

21. Any notice, demand, request, consent, approval or communication under this Conservation Restriction / Easement shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To the Grantor:
i.park Edgewater LLC
485 W. Putnam Ave.
Greenwich, CT 06830
Attention: Joseph Cotter
(203) 661-0055

To the Grantee:

State of New Jersey
Department of Environment Protection
Division of Land Use Regulation
And its successors and assigns
As of the date of this Conservation Restriction / Easement. Grantee's address
for purposes of notice is:
501 East State Street
P.O. Box 439
Trenton, NJ 08625-0439
Attention: Director, Division of Land Use Regulation
(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
And its successors and assigns
As of the date of this Conservation Restriction / Easement, Grantee's address
for purposes of notice relating to paragraph 15 is:
401 East State Street
P.O. Box. 422
Trenton, NJ 08625-0422
Attention: Manager, Coastal & Land Use Compliance & Enforcement
(609) 984-4581

22. 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.

23. Taxes, Insurance.

GRANT OF CONSERVATION RESTRICTION / EASEMENT

- 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. 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, 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 / Easement.

24. Miscellaneous.

- a. The laws of the State of New Jersey shall govern the interpretation and performance of this Conservation Restriction/ Easement.
- b. If any provision of this Conservation Restriction / Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction / Easement, 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 / Easement and the Permit set forth the entire agreement of the parties with respect to the Conservation Restriction / Easement and supersede all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein. No alteration or variation of this Conservation Restriction / Easement shall be valid or binding unless contained in writing executed by the parties hereto.
- d. Should there be more than one Grantor, the obligations imposed by this Conservation Restriction / Easement upon each Grantor shall be joint and several.
- e. The covenants, terms, conditions and restrictions of this Conservation Restriction / Easement 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 / Easement have been inserted solely for convenience of reference and are not a part of this Conservation Restriction / Easement and shall have no effect upon construction or interpretation.

GRANT OF CONSERVATION RESTRICTION / EASEMENT

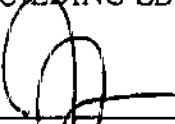
- g. Execution of this Conservation Restriction / Easement does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public property or under the Public Trust Doctrine.
25. The Grantor reserves unto itself the right to undertake de minimis modifications of the Easement 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.
26. If the Grantee approves the Grantor's proposed 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 this 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 / Easement set forth in the Modification Documents.
27. The Grantor shall record the documents listed in paragraph 26, above, in the same manner and place as this original Conservation Restriction / Easement was recorded.
28. This Grant of Conservation Restriction / Easement may only be removed pursuant to N.J.S.A. 13:8B-1 et seq.

GRANT OF CONSERVATION RESTRICTION / EASEMENT

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 / Easement shall not only be binding upon the Grantor but also its agent, 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 band and seal on the day and year first above written and directs that this instrument be recorded in the office of the Bergen County Clerk.

I.PARK EDGEWATER LLC (Grantor)
ONE MAIN STREET EDGEWATER LLC (Grantor)
EDGEWATER LOFTS LLC (Grantor)
NORTH BUILDING EDGEWATER LLC (Grantor)

By:  (signature names and title)

Name: Joseph Cotter

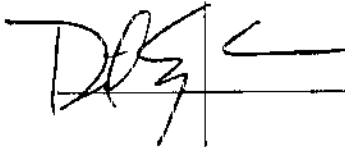
Title: President

GRANT OF CONSERVATION RESTRICTION / EASEMENT

STATE OF New York

COUNTY OF Westchester

Be it remembered that on this 4th day of August, 2014, before me, the subscriber, a Notary Public of ~~New Jersey~~ ^{New York}, personally appeared JOSEPH COTTER and he thereupon acknowledged that he signed the foregoing instrument (in such capacity, that the seal affixed to said instrument is the corporate seal of said corporation), and that said instrument is the voluntary act of deed of said person (or corporation, made by virtue of authority from its Board of Directors).



A Notary Public of _____

My Commission Expires: _____

Notary Public
Qualified in Westchester County
Commission Expires Aug. 25, 2017

- Attachments: Easement Area Plan
- Legal Description of Easement Area
- Maintenance Plan
- NJDEP Approved Permit

Mortgage Exhibit

That certain Amended, Restated and Consolidated Mortgage, Assignment of Leases and Rents and Security Agreement from i.park Edgewater LLC to SP Edgewater, LLC, dated July 29, 2013, recorded September 16, 2013 in the Bergen County Clerk's Office in Book V1516, page 484.

GRANT OF CONSERVATION RESTRICTION / EASEMENT

EXHIBIT A
EASEMENT AREA PLAN

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GRANT OF CONSERVATION RESTRICTION / EASEMENT

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

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WATERFRONT WALKWAY EASEMENT
LOT 1, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point in the southerly line of Lot 1, Block 99, said southerly line being also the dividing line between Bergen and Hudson Counties, said point being South 59°05'45" East a distance of 254.56 feet from the southwesterly corner of Lot 1, Block 99 and running, thence;

1. North 30°00'57" East a distance of 36.05 feet to a point of curvature, thence;
2. On a curve to the left having a radius of 45.00 feet, an arc length of 8.69 feet, whose chord bears North 24°28'50" East a chord distance of 8.68 feet to a point of cusp, thence;
3. On a curve to the left having a radius of 354.81 feet, an arc length of 24.99 feet, whose chord bears North 14°06'16" East a chord distance of 24.98 feet to a point of cusp, thence;
4. North 07°56'43" East a distance of 68.50 feet to a point of curvature, thence;
5. Along a curve to the right having a radius of 130.00 feet, an arc length of 50.08 feet, whose chord bears North 18°58'50" East a chord distance of 49.77 feet to a point of tangency, thence;
6. North 30°00'57" East a distance of 126.53 feet to a point of curvature, thence;
7. On a curve to the left having a radius of 45.00 feet, an arc length of 19.39 feet, whose chord bears North 17°40'22" East a chord distance of 19.24 feet to a point of tangency, thence;
8. North 05°19'47" East a distance of 12.22 feet to a point curvature, thence;
9. On a curve to the right having a radius of 105.00 feet, an arc length of 45.24 feet, whose chord bears North 17 degrees 40 minutes 22 seconds East a chord distance of 44.89 feet to a point of tangency, thence;
10. North 30°00'57" East a distance of 33.74 feet to a point of curvature, thence;
11. On a curve to the left having a radius of 20.00 feet, an arc length of 13.57 feet, whose chord bears North 10°34'39" East a chord distance of 13.31 feet to a point of tangency, thence;
12. North 08°51'39" West a distance of 22.94 feet to a point of curvature, thence;

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059
t. 732.580.8700

P: 02810 020 V Description Waterfront Walkway Easement.Doc



13. On a curve to the right having a radius of 49.00 feet, an arc length of 33.25 feet, whose chord bears North 10°34'39" East a chord distance of 32.61 feet to a point of tangency, thence;
14. North 30°00'57" East a distance of 211.78 feet to a point of curvature, thence;
15. On a curve to the right having a radius of 49.00 feet, an arc length of 33.25 feet, whose chord bears North 49°27'15" East a chord distance of 32.61 feet to a point of tangency, thence;
16. North 68°53'33" East a distance of 28.96 feet to a point of curvature, thence;
17. On a curve to the left having a radius of 5.00 feet, an arc length of 3.39 feet, whose chord bears North 49°27'15" East a chord distance of 3.33 feet to a point of tangency, thence;
18. North 30°00'57" East a distance of 91.99 feet to a point, thence;
19. South 59°59'03" East a distance of 16.38 feet to a point, thence;
20. North 30°00'57" East a distance of 109.42 feet to a point, thence;
21. North 59°59'03" West a distance of 7.08 feet to a point, thence;
22. North 30°00'57" East a distance of 335.00 feet to a point, thence;
23. South 59°59'03" East a distance of 48.81 feet to a point of cusp, thence;
24. On a curve to the left having a radius of 97.63 feet, an arc length of 38.37 feet, whose chord bears South 69°26'23 East a chord distance of 38.13 feet to a point of reverse curvature, thence;
25. On a curve to the right having a radius of 335.80 feet, an arc length of 75.56 feet, whose chord bears South 74 degrees 15 minutes 16 seconds East a chord distance of 75.40 feet to a point of tangency, thence;
26. South 67°48'29" East a distance of 43.23 feet to a point, thence;
27. North 02°33'02" East a distance of 10.51 feet to a point of cusp, thence;
28. On a curve to the right having a radius of 81.73 feet, an arc length of 58.66 feet, whose chord bears North 28°49'01" East a chord distance of 57.41 feet to a point of tangency, thence;
29. North 49°22'42" East a distance of 39.86 feet to a point of cusp, thence;



30. On a curve to the left having a radius of 26.54 feet, an arc length of 12.42 feet, whose chord bears North 43°25'13" East a chord distance of 12.31 feet to a point of tangency, thence;
31. North 30°00'57" East a distance of 113.98 feet to a point in the northerly line of Lot 1, Block 99, thence, along the same the following two (2) courses;
32. South 63°05'40" East a distance of 25.11 feet to a point, thence;
33. South 63°15'40" East a distance of 4.94 feet to a point, thence;
34. South 30°00'57" West a distance of 115.62 feet to a point of curvature, thence;
35. On a curve to the right having a radius of 56.54 feet, an arc length of 24.14 feet, whose chord bears South 42°14'49" West a chord distance of 23.96 feet to a point of cusp, thence;
36. South 49°22'42" West a distance of 38.27 feet to a point of curvature, thence;
37. On a curve to the left having a radius of 51.73 feet, an arc length of 35.80 feet, whose chord bears South 29°33'03" West a chord distance of 35.09 feet to a point of cusp, thence;
38. South 02°33'02" West a distance of 15.94 feet to a point of curvature, thence;
39. On a curve to the right having a radius of 25.00 feet, an arc length of 47.84 feet, whose chord bears South 57°22'17" West a chord distance of 40.87 feet to a point of tangency, thence;
40. North 67°48'29" West a distance of 50.32 feet to a point of curvature, thence
41. On a curve to the left having a radius of 305.80 feet, an arc length of 68.81 feet, whose chord bears North 74°15'16" West a chord distance of 68.67 feet to a point of reverse curvature, thence;
42. On a curve to the right having a radius of 127.63 feet, an arc length of 49.66 feet, whose chord bears North 69°33'11" West a chord distance of 49.35 feet to a point of cusp, thence;
43. North 59°59'03" West a distance of 13.24 feet to a point, thence;
44. South 27°36'59" West a distance of 169.56 feet to a point, thence;
45. South 30°00'57" West a distance of 275.00 feet to a point, thence;
46. North 59°59'03" West a distance of 21.54 feet to a point, thence;
47. South 30°00'57" West a distance of 61.99 feet to a point of curvature, thence;



48. On a curve to the right having a radius of 35.00 feet, an arc length of 23.75 feet, whose chord bears South 49°27'15" West a chord distance of 23.30 feet to a point of tangency, thence;
49. South 68°53'33" West a distance of 19.73 feet to a point, thence;
50. South 30°00'57" West a distance of 10.00 feet to a point of curvature, thence;
51. On a curve to the right having a radius of 10.00 feet, an arc length of 15.71 feet, whose chord bears South 75°00'57" West a chord distance of 14.14 feet to a point of cusp, thence;
52. South 30°00'57" West a distance of 210.00 feet to a point of cusp, thence;
53. On a curve to the right having a radius of 10.00 feet, an arc length of 15.71 feet, whose chord bears South 14°59'03" East a chord distance of 14.14 feet to a point of tangency, thence;
54. South 30°00'57" West a distance of 10.00 feet to a point, thence;
55. South 08°51'39" East a distance of 13.71 feet to a point of curvature, thence;
56. On a curve to the right having a radius of 50.00 feet, an arc length of 33.93 feet, whose chord bears South 10°34'39" West a chord distance of 33.28 feet to a point of tangency, thence;
57. South 30°00'57" West a distance of 33.74 feet to a point of curvature, thence;
58. On a curve to the left having a radius of 75.00 feet, an arc length of 32.31 feet, whose chord bears South 17°40'22" West a chord distance of 32.06 feet to a point of tangency, thence;
59. South 05°19'47" West a distance of 12.22 feet to a point of curvature, thence;
60. On a curve to the right having a radius of 75.00 feet, an arc length of 32.31 feet, whose chord bears South 17°40'22" West a chord distance of 32.06 feet to a point of tangency, thence;
61. South 30°00'57" West a distance of 126.53 feet to a point of curvature, thence;
62. On a curve to the left having a radius of 100.00 feet, an arc length of 38.52 feet, whose chord bears South 18°58'50" West a chord distance of 38.28 feet to a point of tangency, thence;
63. South 07°56'43" West a distance of 69.56 feet to a point of cusp, thence;

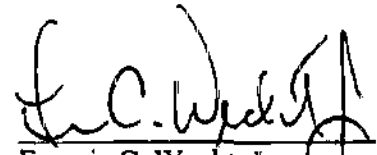


64. On a curve to the right having a radius of 384.81 feet, an arc length of 28.87 feet, whose chord bears South $14^{\circ}04'16''$ West a chord distance of 28.86 feet to a point of cusp, thence;
65. On a curve to the right having a radius of 75.00 feet, an arc length of 15.31 feet, whose chord bears South $24^{\circ}10'05''$ West a chord distance of 15.28 feet to a point of tangency, thence;
66. South $30^{\circ}00'57''$ West a distance of 36.51 feet to a point on the southerly line of Lot 1, Block 99, thence;
67. Along the same, North $59^{\circ}05'45''$ West a distance of 30.00 feet to the **POINT OF BEGINNING**.

Containing an area of 57,040 square feet or 1.309 acres more or less.

Being the same as shown on a map entitled "I.Park Edgewater, LLC, 45 River Road, Edgewater, NJ 07020, Subdivision, Block 99, Lot 1, Proposed Lots 1.04, 1.11, 1.13 & 1.15 to 1.19, Borough of Edgewater, Bergen County, New Jersey," prepared by Paulus, Sokolowski and Sartor, LLC dated 4/16/14 and last revised 6/10/14 and not yet filed in the Bergen County Clerk's office.

Subject to any easements or restrictions of record which an accurate title search may discover.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
July 25, 2014



**PROPOSED 18 FOOT WIDE PUBLIC ACCESS PARKING EASEMENT TO THE
WATERFRONT WALKWAY
LOT 1.04, BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY**

BEGINNING at a point, said point being North 30°00'57" East a distance of 10 feet from the first terminus of Waterfront Walkway Access Easement on Lot 1.04, Block 99, and running thence;

1. North 59°59'03" West a distance of 63.00 feet to a point, thence;
2. North 30°00'57" East a distance of 18.00 feet to a point, thence;
3. South 59°59'03" East a distance of 63.00 to a point, thence;
4. South 30°00'57" West a distance of 18 feet to the point of **BEGINNING**

Containing a calculated area of 1,134 square feet or 0.026 acres more or less

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 5, 2014

878 Mountain Blvd Ext
PO Box 4030
Warren, NJ 07659

1.732.580.8700



WATERFRONT WALKWAY ACCESS EASEMENT
LOT 1.04, BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being the terminus of thirtieth (30) course of the Waterfront Walkway Easement on Lot 1, Block 99, and running thence;

1. Along a curve having a radius of 26.54 feet, an arc distance 3.68 feet to a point, thence;
2. North 59°59'03" West a distance of 44.63 feet to a point, thence;
3. North 30°00'57" East a distance of 16.91 feet to a point, thence;
4. South 59°59'03" East a distance of 44.88 to a point, thence;
5. South 30°00'56" West a distance of 13.24 feet to the point of **BEGINNING**

Containing a calculated area of 759 square feet or 0.017 acres more or less

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 5, 2014

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PO Box 4039
Warran, NJ 07059
L 732.560.8700



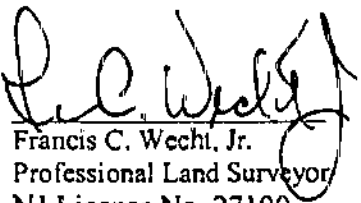
WATERFRONT WALKWAY EASEMENT
LOT 1.04, BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

BEGINNING at a point being South 30°00'57" West a distance of 68.74 feet from the terminus of the thirtieth (31) course of the Waterfront Walkway Easement on Lot 1, Block 99, and running thence;

1. South 30°00'57" West a distance of 32.00 feet to a point, thence;
2. North 59°59'03" West a distance of 25.00 feet to a point, thence;
3. North 30°00'57" East a distance of 32.00 feet to a point, thence;
4. South 59°59'03" East a distance of 25.00 to the point of **BEGINNING**

Containing a calculated area of 800 square feet or 0.018 acres more or less

As shown on a map entitled "1.Park Edgewater, LLC, Major Subdivision, Block 99, Lots 1, 3, 4 & 5, Borough of Edgewater, Bergen County, New Jersey," prepared by Paulus, Sokolowski and Sartor, LLC, and filed in the Bergen County Clerk's office on May 19, 2009 as map no. 9512.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
July 25, 2014

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059
t. 732.580.9700



20' WIDE WATERFRONT ACCESS EASEMENT IN LOT 1, BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

BEGINNING at a point on the easterly right-of-way line of River Road (variable width) where the same is intersected by the County Line which divides Bergen and Hudson counties, thence

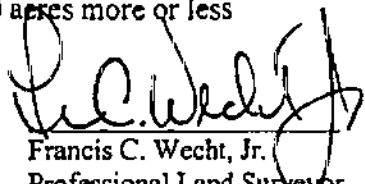
1. Along a curve to the left, having a radius of 1066.30 feet, an arc length of 61.01, and whose chord bears North 04 degrees 57 minutes 40 seconds East a chord distance of 61.00 feet to a point of reverse curvature, thence
2. Along a curve to the right, having a radius of 25.00 feet, an arc length of 5.18, and whose chord bears North 09 degrees 15 minutes 43 seconds East a chord distance of 5.17 feet to a point of cusp, thence
3. South 12 degrees 17 minutes 54 seconds East a distance of 79.32 feet to a point, thence
4. South 12 degrees 05 minutes 45 seconds East a distance of 133.78 feet to a point, thence
5. South 59 degrees 05 minutes 45 seconds East a distance of 245.55 feet to a point in the westerly line of the Waterfront Walkway Easement, thence
6. Along the same, South 30 degrees 00 minutes 57 seconds West a distance of 20.00 feet to a point in the southerly line of Lot 1, Block 99 and continuing along the same the following three courses, thence
7. North 59 degrees 05 minutes 45 seconds West a distance of 254.56 feet to a point, thence
8. North 12 degrees 05 minutes 45 seconds West a distance of 142.44 feet to a point, thence
9. North 12 degrees 17 minutes 54 seconds West a distance of 16.22 feet to the point and place of **BEGINNING**

As shown on a map entitled "1.Park Edgewater, LLC, Major Subdivision, Block 99, Lots 1, 3, 4 & 5, Borough of Edgewater, Bergen County, New Jersey," prepared by Paulus, Sokolowski and Sartor, LLC, and filed in the Bergen County Clerk's office on May 19, 2009 as map no. 9512.

Containing a calculated area of 8,713 square feet or 0.200 acres more or less

87B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
July 25, 2014

GRANT OF CONSERVATION RESTRICTION / EASEMENT

**EXHIBIT C
MAINTENANCE PLAN**

1. Grantor agrees to maintain the Easement Areas at Grantor's expense.
2. Parking spaces reserved for the public cannot be removed without prior written approval by the Department.
3. Maintenance" includes:
 - (a) removal of snow, ice, leaves, litter, debris, graffiti, and unauthorized signage from the Easement Areas,
 - (b) regular emptying of trash receptacles,
 - (c) maintaining the surface of tile Easement Areas and the area underneath in good repair, reconstruction of any portion of the Easement Areas that may be necessary due to deterioration or destruction of the Easement Areas due to any cause including but not limited to wear and tear, fire, storm, subsidence or flood,
 - (d) maintenance and regular cleaning of drainage basins, grates or any other structure that may be designed to receive surface water runoff from the Easement Areas, maintenance of any lighting fixtures, trash receptacles and benches appearing on the final plans approved by the Department in writing pursuant to Permit No.[INSERT NUMBER] or any permit subsequently issued by the Department regulating the Property, and any other action consistent with these obligations which is necessary to effectuate permanent and convenient public access to the Easement Areas.

GRANT OF CONSERVATION RESTRICTION / EASEMENT

EXHIBIT D
PERMIT NO. 0213-06-0001.2 WFD 070001

- 13 -



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Use Regulation
P.O. Box 439, Trenton, NJ 08625-0439
Fax # (609) 292-8115
www.state.nj.us/dcp/landuse

JON S. CORZINE
Governor

LISA P. JACKSON
Commissioner

Elizabeth McLoughlin
Paulus, Sokolowski and Sartor, LLC
67 Mountain Blvd. Extension
Warren, NJ 07059

MAY 22 2008

RE: Waterfront Development Permit, Flood Hazard Area Verification, and Flood Hazard Area Individual Permit
DLUR File No.: 0213-06-0001.2- WFD 070001 (Upland), FHA 080001 & 080002 (respectively)
Applicant: National RE/Sources
Project Name: Unilever Site Redevelopment Phase II
Block: 99; Lots: 1, 3 thru 5
Location: Borough of Edgewater, Bergen County

Dear Ms. McLoughlin

The Division of Land Use Regulation, acting under the provisions of the New Jersey Coastal Zone Management Rules (N.J.A.C. 7:27E-1.1 et seq.), and the Flood Hazard Area Control Act Rules (N.J.A.C. 7:13-1.1 et seq.), has decided to conditionally approve your applications for a Waterfront Development Permit, Flood Hazard Area Individual Permit, and Flood Hazard Area Verification.

The proposed project under Phase II of the redevelopment involves the construction of ten (10) mixed-use buildings (8 high-rise structures), parking garages, parking lot areas, the renovation of an existing building, 750 linear feet of Hudson River Waterfront Walkway, a 10-foot wide perpendicular access to the waterfront walkway, 700 linear feet of rip-rap stabilization, three (3) stormwater outfall structures, and related stormwater facilities/amenities, as described in the attached permit.

Please review this approval and note any conditions which may have been imposed and promptly return the attached acceptance form to the Division at the above address. In order to promote inter-governmental cooperation in the management of our natural resources, a copy of this decision shall be shared with appropriate local and federal agencies.

If you or anyone else is aggrieved by this permit decision, an administrative hearing may be requested by writing to the following address: Office of Legal Affairs, Department of Environmental Protection, P. O. Box 402, Trenton, NJ 08625-0402, Attention: Adjudicatory Hearing Requests. Your hearing request must include a copy of an Administrative Hearing Request checklist and all information identified in Section III of that list. Pursuant to N.J.A.C. 7:7A-5.1, your request for an administrative hearing must be received by the department within 30 days of publication of notice of the permit decision in the DEP Bulletin.

If you should have any questions on this decision or letter, please contact Joslin Tamagno in writing at NJDEP, Division of Land Use Regulation, P.O. Box 439, Trenton, NJ 08625, or by calling (609) 777-0454. Please include the Division's file no. in all future correspondence.

Sincerely,

Handwritten signature of Christopher Jones

Christopher Jones, Manager
Bureau of Urban Growth and Redevelopment

RECEIVED

MAY 23 2008

Paulus Sokolowski & Sartor

c. Borough of Edgewater, Municipal Construction Official
National RE/Sources, Applicant

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**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION**
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P.O. Box 439, Trenton, New Jersey 08625-0439
Fax: (609) 777-3656 or (609) 292-8115
www.state.nj.us/dep/landuse



PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purposes of this document, "Permit" means approval, certification, registration, authorization, waiver, etc.</p>		<p>Approval Date MAY 22 2008</p> <p>Expiration Date MAY 22 2013</p>
<p>Permit Number 0213-06-0001.2; WFD 070001. FHA 080001 (Verification), & FHA 080002 (IP)</p>	<p>Type of Approval/s Waterfront Development Permit (Upland), Flood Hazard Area Verification, and Flood Hazard Area Individual Permit</p>	<p>Enabling Statute/s NJSA 12:5-3 NJSA 58:10-A-1 NJSA 58:16A-1</p>
<p>Applicant National Re/Sources 485 West Putnam Rd. Greenwich, CT 06830</p>	<p>Owner (if different from applicant) Same as Applicant</p>	
<p>This permit authorizes the construction of a Phase II redevelopment which involves the construction of ten (10) mixed-use buildings (8 high-rise structures), parking garages, parking lots, the renovation of an existing building, 750 linear feet of Hudson River Waterfront Walkway, a 10-foot wide perpendicular access to the waterfront walkway, 700 linear feet of rip-rap stabilization, three (3) stormwater outfall structures, and three (3) stormwater quality structures.</p> <p>The project is shown on site plan entitled "UNILEVER SITE REDEVELOPMENT BOROUGH OF EDGEWATER BERGEN COUNTY NEW JERSEY", dated August 7, 2006, last revised May 12, 2008, and prepared by PAULUS, SOKOLOWSKI & NIELSEN INC.</p> <ol style="list-style-type: none"> "SITE PLAN" (Sheet C-1) "GRADING PLAN" (Sheet C-2) "UTILITY PLAN" (Sheet C-3) "LANDSCAPING PLAN" (Sheet C-4) "LIGHTING PLAN" (Sheet C-5) "SOIL EROSION & SEDIMENT CONTROL PLAN" (Sheet C-10) "WATERFRONT WALKWAY DETAILS" (Sheet C-13) "SITE DETAILS" (Sheet C-14) "LANDSCAPE LIGHTING & COUNTY DETAILS" (Sheet C-15) "LANDSCAPE NOTES AND PLANT DIST" (Sheet C-16) "STORMWATER DETAILS" (Sheet C-17) and "SCS NOTES AND DETAILS" (Sheet C-19) <p>This permit is authorized under and in compliance with the Rules on Coastal Zone Management and Areas 7E-1.1 et seq. and the Flood Hazard Area Control Act, N.J.A.C. 7:13.1, et seq.</p> <p>By issuance of this permit, the State of New Jersey does not relinquish title and ownership in any portion of the subject property or adjacent properties.</p> <p>The permittee shall allow an authorized Division representative the right to inspect the construction pursuant to N.J.A.C. 7:7E-1.5(b)4.</p>		
<p>Project Location Unilever Redevelopment Phase II; 45 River Road Borough of Edgewater, NJ, Bergen County Block: 99; Lots: 1, 3 thru 5</p>	<p>Received by County Clerk</p>	
<p>Project Manager's Signature <i>Joslin C. Tamagno</i> Joslin C. Tamagno Telephone: 609-777-0454 Email: Joslin.Tamagno@dep.state.nj.us</p>		
<p align="center">This permit is not valid unless authorizing signature appears on the last page.</p>		

STANDARD CONDITIONS:

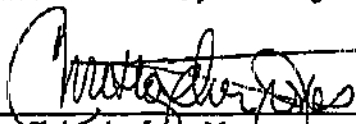
1. **Extent of approval:** This document grants permission to perform certain activities that are regulated by the State of New Jersey. The approved work is described by the text of this permit and is further detailed by the approved drawings listed below. All work must conform to the requirements, conditions and limitations of this permit and all approved drawings. You must keep a copy of this permit and all approved drawings readily available for inspection at the work site. Approved work may be altered only with the prior written approval of the Division. If you alter the project without prior approval, or expand work beyond the description of this permit, you may be in violation of State law and may be subject to fines and penalties.
2. **Acceptance of permit:** If you begin any activity approved by this permit, you thereby accept this document in its entirety and agree to adhere to all terms and conditions. If you do not accept or agree with this document in its entirety, do not begin construction. You are entitled to request an appeal within a limited time as detailed on the attached *Administrative Hearing Request Checklist and Tracking Form*. You may also contact the project manager shown on the first page if you have any questions or concerns about this document.
3. **Recording with County Clerk:** You must record this permit in the Office of the County Clerk for each county involved in this project. You must also mail or fax a copy of the front page of this permit to the Division showing the received stamp from each County Clerk within 30 days of the issuance date (or 90 days if multiple counties are involved). The Division's address and fax number are shown on the first page of this permit.
4. **Notice of Construction:** You must notify the Division in writing at least 7 days before you begin any work approved by this permit. The Division's address and fax number are shown on the first page of this permit. Please direct your letter to the project manager shown on the first page.
5. **Expiration date:** All activities authorized by this permit must be completed by the expiration date shown on the first page. At that time, this permit will automatically become invalid and none of the approved work may begin or continue until a replacement permit is granted. (Some coastal permits may qualify for an extension of the expiration date. Please contact the Division for further information.)
6. **Rights of the State:** This permit is revocable and subject to modification by the State with due cause. The State may inspect the work site and may suspend construction if work does not comply with this permit. This permit does not grant property rights. The issuance of this permit shall not affect any action by the State on future applications, nor affect the title or ownership of property, nor make the State a party in any suit or question of ownership.
7. **Other responsibilities:** You must obtain all necessary local, Federal and other State approvals before you begin work. All work must be stabilized in accordance with the *Standards for Soil Erosion and Sediment Control in New Jersey*, and all fill material must be free of toxic pollutants in toxic amounts as defined in section 307 of the Federal Act.

SPECIAL CONDITIONS IN ADDITION TO THE STANDARD CONDITIONS:

8. The permittee must construct approximately 750 linear feet of the Hudson River Waterfront Walkway concurrent with the construction of the project. In addition, prior to commencing any activities authorized by this permit, the permittee shall execute and deliver a Deed of Conservation Easement in recordable form that clearly delineates the proposed public waterfront walkway, and perpendicular access approved as part of this permit. This area should be noted as public access facilities open to the general public on a 24-hour basis, to be maintained and managed by the permittee (or its assigns) in perpetuity. The deed restriction shall include the entire proposed public access walkway plan approved hereon. In addition, a public access walkway connecting to the adjacent neighbors shall be included, such that when public access becomes available at

those sites, the access can be easily connected. This area shall also be addressed in the deed restriction for current and all future owners of the subject property. The restriction shall be included on the deed, and recorded in the office of the County Clerk (the REGISTRAR OF DEEDS AND MORTGAGES), in the county wherein the lands included in the waiver are located. The restriction shall run with the land and be binding upon all successive owners. All individual lot surveys shall show the approved proposed public access walkway boundaries. Any regulated activities undertaken on the site before a copy of the recorded restriction is submitted to the Division will be considered a violation of the Waterfront Development Law. The conservation restriction shall also include a requirement to maintain overlooks, trash receptacles, benches, lightings, and railing along the entire waterfront walkway and signage to be maintained in perpetuity. The permittee shall submit a revised plan illustrating the metes and bounds description of the entire proposed public access area.

9. In order to protect anadromous fish species during their migratory run, any activities that may introduce sediments or which could cause an increase in the natural level of turbidity into the Hudson River are prohibited between April 1 and June 30 of each year. The Division reserves the right to suspend all regulated activities on site should it be determined that the applicant has not taken proper precautions to ensure continuous compliance with this condition.
10. All excavated material shall be disposed in a lawful manner and outside any regulated flood plain, open water, freshwater wetlands or adjacent transition areas, and in such a way as to not interfere with the positive drainage of the receiving area.
11. The decision to grant this stream encroachment permit did not include a structural review of the proposed activities with regard to the International Building Code; nor did it include a comparative review of any local flood ordinances which may apply. As such, the proposed structure/s may not fully comply with the provisions of the International Building Code or meet the requirements of the appropriate local flood ordinances. Consequently, the construction official for the municipality in which this project is located may reserve the right to modify the design of, or deny the erection of those structures which do not meet the appropriate flood ordinances or construction codes which are within local jurisdiction.
12. Any discharge of dredged or fill material shall consist of clean, suitable material free from toxic pollutants in toxic amounts, and shall comply with all applicable Division's rules and specifications regarding use of dredged or fill material.
13. No material shall be deposited or dewatered in freshwater wetlands, transition areas, State open waters or other environmentally sensitive areas, other than what has been approved on the plans.
14. All necessary local, Federal and other state approvals must be obtained by the applicant prior to the commencement of the herein-permitted activities. Approvals from the following will be required:
 - a. NJDEP, Site Remediation Program
15. Activities below the Mean High Water Line of the Hudson River are prohibited.
16. Prior to the commencement of regulated activities on-site, the permittee shall submit for review and approval the traffic report to the Bergen County Traffic Engineer to determine whether the project is consistent with the County's traffic regulations.



Christopher Jones, Manager
Bureau of Urban Growth and Redevelopment

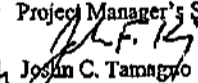
5/22/08
Date



**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION**
501 East State Street, Station Plaza 5, 2nd Floor
P.O. Box 439, Trenton, New Jersey 08625-0439
Fax: (609) 777-3656 or (609) 292-8115
www.state.nj.us/dep/landuse



PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable and the licensee is subject to the limitations, terms and conditions listed below and on the attached pages of this permit. This document is the only legal instrument for the location, regulation and authorization of the activity.</p>		<p align="center">MAY 22 2008</p> <p align="center">Expiration: MAY 22 2013</p>
<p>Permit Number 0213-06-0001.2; WFD 070001, FHA 080001 (Verification), & FHA 080002 (IP)</p>	<p>Type of Approval/s Waterfront Development Permit (Upland), Flood Hazard Area Verification, and Flood Hazard Area Individual Permit</p>	<p>Enabling Statute/s NJSA 12:5-3 NJSA 58:10-A-1 NJSA 58:16A-1</p>
<p>Applicant National Re/Sources 485 West Putnam Rd. Greenwich, CT 06830</p>	<p>Owner (if different from applicant) Same as Applicant</p>	
<p>This permit authorizes the construction of a Phase II redevelopment which involves the construction of ten (10) mixed-use buildings (8 high-rise structures), parking garages, parking areas, the relocation of an existing building, 750 linear feet of Hudson River Waterfront Walkway, a 10-foot wide perpendicular access to the waterfront walkway, 700 linear feet of rip-rap stabilization, three (3) stormwater outfall structures, and related stormwater facilities and improvements.</p> <p>The project is shown on site plans entitled "UNILEVER SITE REDEVELOPMENT FOR OFFICE OF EDGEWATER, BERGEN COUNTY, NEW JERSEY", dated August 7, 2006, last revised May 12, 2007, and prepared by PAULUS, SOKOLOWSKI AND SARTORI, INC.</p> <ol style="list-style-type: none"> "SITE PLAN" (Sheet C-08) "GRADING PLAN" (Sheet C-09) "UTILITY PLAN" (Sheet C-10) "LANDSCAPING PLAN" (Sheet C-11) "LIGHTING PLAN" (Sheet C-12) "SOIL EROSION CONTROL PLAN" (Sheet C-10) "WATERFRONT WALKWAY DETAILS" (Sheet C-13) "SITE DETAILS" (Sheet C-14) "LANDSCAPE ENGINEERING COUNTY DETAILS" (Sheet C-15) "LANDSCAPE NOTES AND PLANT LIST" (Sheet C-16) "STORMWATER DETAILS" (Sheet C-17); and "SCS NOTES AND DETAILS" (Sheet C-19) <p>This permit is authorized in compliance with the Rules on Coastal Zone Management (N.J.A.C. 7:7E-1.1 et seq. and the Flood Hazard Area Control Rules, N.J.A.C. 7:13-1, et seq.</p> <p>By issuance of this permit, the State of New Jersey does not relinquish title or its own claim to any portion of the subject property or adjacent properties.</p> <p>The permittee shall allow an authorized Division representative the right to inspect the construction pursuant to N.J.A.C. 7:7E-1.5(b)4.</p>		
<p>Project Location Unilever Redevelopment Phase II; 45 Riverside Drive Borough of Edgewater, NJ, Bergen County Block: 99; Lots: 1, 3 thru 5</p>	<p>Received by County Clerk</p>	
<p>Project Manager's Signature  Joslin C. Tamagno Telephone: 609-777-0454 Email: Joslin.Tamagno@dep.state.nj.us</p>		
<p align="center">This permit is not valid unless authorizing signature appears on the last page.</p>		

STANDARD CONDITIONS:

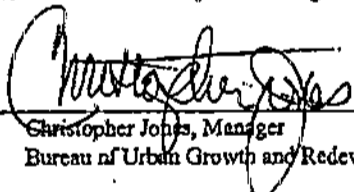
1. **Extent of approval:** This document grants permission to perform certain activities that are regulated by the State of New Jersey. The approved work is described by the text of this permit and is further detailed by the approved drawings listed below. All work must conform to the requirements, conditions and limitations of this permit and all approved drawings. You must keep a copy of this permit and all approved drawings readily available for inspection at the work site. Approved work may be altered only with the prior written approval of the Division. If you alter the project without prior approval, or expand work beyond the description of this permit, you may be in violation of State law and may be subject to fines and penalties.
2. **Acceptance of permit:** If you begin any activity approved by this permit, you thereby accept this document in its entirety and agree to adhere to all terms and conditions. If you do not accept or agree with this document in its entirety, do not begin construction. You are entitled to request an appeal within a limited time as detailed on the attached *Administrative Hearing Request Checklist and Tracking Form*. You may also contact the project manager shown on the first page if you have any questions or concerns about this document.
3. **Recording with County Clerk:** You must record this permit in the Office of the County Clerk for each county involved in this project. You must also mail or fax a copy of the front page of this permit to the Division showing the received stamp from each County Clerk within 30 days of the issuance date (or 90 days if multiple counties are involved). The Division's address and fax number are shown on the first page of this permit.
4. **Notice of Construction:** You must notify the Division in writing at least 7 days before you begin any work approved by this permit. The Division's address and fax number are shown on the first page of this permit. Please direct your letter to the project manager shown on the first page.
5. **Expiration date:** All activities authorized by this permit must be completed by the expiration date shown on the first page. At that time, this permit will automatically become invalid and none of the approved work may begin or continue until a replacement permit is granted. (Some coastal permits may qualify for an extension of the expiration date. Please contact the Division for further information.)
6. **Rights of the State:** This permit is revocable and subject to modification by the State with due cause. The State may inspect the work site and may suspend construction if work does not comply with this permit. This permit does not grant property rights. The issuance of this permit shall not affect any action by the State on future applications, nor affect the title or ownership of property, nor make the State a party to any suit or question of ownership.
7. **Other responsibilities:** You must obtain all necessary local, Federal and other State approvals before you begin work. All work must be stabilized in accordance with the *Standards for Soil Erosion and Sediment Control in New Jersey*, and all fill material must be free of toxic pollutants in toxic amounts as defined in section 307 of the Federal Act.

SPECIAL CONDITIONS IN ADDITION TO THE STANDARD CONDITIONS:

8. The permittee must construct approximately 750 linear feet of the Hudson River Waterfront Walkway concurrent with the construction of the project. In addition, prior to commencing any activities authorized by this permit, the permittee shall execute and deliver a Deed of Conservation Easement in recordable form that clearly delineates the proposed public waterfront walkway, and perpendicular access approved as part of this permit. This area should be noted as public access facilities open to the general public on a 24-hour basis, to be maintained and managed by the permittee (or its assigns) in perpetuity. The deed restriction shall include the entire proposed public access walkway plan approved hereon. In addition, a public access walkway connecting to the adjacent neighbors shall be included, such that when public access becomes available at

those sites, the access can be easily connected. This area shall also be addressed in the deed restriction for current and all future owners of the subject property. The restriction shall be included on the deed, and recorded in the office of the County Clerk (the REGISTRAR OF DEEDS AND MORTGAGES), in the county wherein the lands included in the waiver are located. The restriction shall run with the land and be binding upon all successive owners. All individual lot surveys shall show the approved proposed public access walkway boundaries. Any regulated activities undertaken on the site before a copy of the recorded restriction is submitted to the Division will be considered in violation of the Waterfront Development Law. The conservation restriction shall also include a requirement to maintain overlooks, trash receptacles, benches, lightings, and railing along the entire waterfront walkway and signage to be maintained in perpetuity. The permittee shall submit a revised plan illustrating the metes and bounds description of the entire proposed public access area.

9. In order to protect anadromous fish species during their migratory run, any activities that may introduce sediments or which could cause an increase in the natural level of turbidity into the Hudson River are prohibited between April 1 and June 30 of each year. The Division reserves the right to suspend all regulated activities on site should it be determined that the applicant has not taken proper precautions to ensure continuous compliance with this condition.
10. All excavated material shall be disposed in a lawful manner and outside any regulated flood plain, open water, freshwater wetlands or adjacent transition areas, and in such a way as to not interfere with the positive drainage of the receiving area.
11. The decision to grant this stream encroachment permit did not include a structural review of the proposed activities with regard to the International Building Code; nor did it include a comparative review of any local flood ordinances which may apply. As such, the proposed structure/s may not fully comply with the provisions of the International Building Code or meet the requirements of the appropriate local flood ordinances. Consequently, the construction official for the municipality in which this project is located may reserve the right to modify the design of, or deny the erection of those structures which do not meet the appropriate flood ordinances or construction codes which are within local jurisdiction.
12. Any discharge of dredged or fill material shall consist of clean, suitable material free from toxic pollutants in toxic amounts, and shall comply with all applicable Division's rules and specifications regarding use of dredged or fill material.
13. No material shall be deposited or dewatered in freshwater wetlands, transition areas, State open waters or other environmentally sensitive areas, other than what has been approved on the plans.
14. All necessary local, Federal and other state approvals must be obtained by the applicant prior to the commencement of the herein-permitted activities. Approvals from the following will be required:
 - a. NJDEP, Site Remediation Program
15. Activities below the Mean High Water Line of the Hudson River are prohibited.
16. Prior to the commencement of regulated activities on-site, the permittee shall submit for review and approval the traffic report to the Bergen County Traffic Engineer to determine whether the project is consistent with the County's traffic regulations.


Christopher Johns, Manager
Bureau of Urban Growth and Redevelopment

5/22/08
Date

State of New Jersey
Department of Environmental Protection
Division of Land Use Regulation

WATERFRONT DEVELOPMENT
AND
FLOOD HAZARD AREA ENVIRONMENTAL REPORT

Applicant: National RE/Sources
Project/Location: Unilever Redevelopment Phase II, Borough of Edgewater, Bergen County
DLUR File No.: 0213-06-0001.2; WFD 070001 (Upland), FHA 030001 (Ver.), & FHA 080002 (IP)

The Rules on Coastal Zone Management (N.J.S.A. 13:19-1 et seq.) require that a permit be obtained from the Division for the construction of certain facilities, including the construction of a public facility between the mean high water line of any tidal waters and a point 500 feet landward of the mean high water line. In addition, the Flood Hazard Area Control Act Rules (N.J.S.A. 58:16A-50 et seq.) require that a permit be obtained from the Division governing human disturbance to the land and vegetation in the flood hazard area of a regulated water, as described at N.J.A.C. 7:13-3, and in the riparian zone of a regulated water, as described at N.J.A.C. 7:13-4.

PROJECT DESCRIPTION:

The applicant, National RE/Sources, Inc., proposes a Phase II redevelopment project on a Brownfield site in the Borough of Edgewater, Bergen County. Specifically, the proposed project involves the construction of ten (10) mixed-use buildings (8 high-rise structures), parking garages, parking lot areas, the renovation of an existing building, 750 linear feet of Hudson River Waterfront Walkway, a 10-foot wide perpendicular access to the waterfront walkway, 700 linear feet of rip-rap stabilization, three (3) stormwater outfall structures, and related stormwater facilities/amenities.

This 49.85-acre (21.3-acre upland) site is bound to the north and south by private properties, to the west by River Road, and to the east by the Hudson River. The purpose of Phase II is to create a mixed-use waterfront community of housing, commercial business, public open space and waterfront amenities on a waterfront site that has been left vacant or underutilized.

ADMINISTRATIVE HISTORY:

- A Waterfront Development Permit (DLUR file no. 0213-06-0001.1; WFD 060001) was issued by the Division on May 8, 2006 for the construction of Phase I as described in the approved permit.
- Any inland tributaries that may have touched Lots 3 & 4 were covered by a Grant to Lever Brothers Company, dated November 1, 1984, located in Liber X-6 at page 102, Tidelands file no. 82-0620.
- Four large Grants were issued for Lots 1 & 5, and they are: 1) Grant to Water Front Improvement Company, dated April 14, 1904, located in Liber P at page 675; 2) Grant to Martin and Lynes, dated March 30, 1899, located in Liber M at page 556; 3) Grant to Argam Tanin Company, dated September 7, 1911, located in Liber O at page 417; and 4) Grant to Colby and Company, dated February 27, 1902, located in Liber O at page 417.
- An overall Grant was issued to Lever Brothers Company, dated November 16, 1984, located in Liber X-6 at page 186, Tidelands file no. 82-0551.
- A Remedial Investigation Report and Remedial Action Work Plan was submitted to the NJDEP – Site Remediation Program (SRP) on or around February 1, 2006. The reports are currently under SRP's review. The ISRA Case no. is E20040267.
- According to a memo, dated March 3, 2008, from the Division of Watershed Management, the proposed project is consistent with the Northeast Water Quality Management Plan as long as they don't expand past the current outline of the dock (which they are not currently proposing), and that they discharge their wastewater to Edgewater MUA sewer service area (which they are).

The proposed project is shown on site plans entitled:

"UNILEVER SITE REDEVELOPMENT, BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY",
dated August 7, 2006, last revised May 12, 2008, and prepared by PAULUS, SOKOLOWSKI AND SARTOR, LLC.

1. "SITE PLAN" (Sheet C-03);
2. "GRADING PLAN" (Sheet C-04);
3. "UTILITY PLAN" (Sheet C-05);
4. "LANDSCAPING PLAN" (Sheet C-06);
5. "LIGHTING PLAN" (Sheet C-07);
6. "SOIL EROSION & SEDIMENT CONTROL PLAN" (Sheet C-10);
7. "WATERFRONT WALKWAY DETAILS" (Sheet C-13);
8. "SITE DETAILS" (Sheet C-14);
9. "LANDSCAPE LIGHTING & COUNTY DETAILS" (Sheet C-15);
10. "LANDSCAPE NOTES AND PLANT LIST" (Sheet C-16);
11. "STORMWATER DETAILS" (Sheet C-17); and
12. "SCS NOTES & DETAILS" (Sheet C-19)

WATERFRONT DEVELOPMENT ELEMENT:

This permit is conditionally authorized under and in compliance with the Rules on Coastal Zone Management for Prime fishing Areas (7:7E-3.4), Intertidal and Subtidal Shallows (7:7E-3.15), Filled Water's Edges (7:7E-3.23), Flood Hazard Areas (7:7E-3.25), Riparian Zones (7:7E-3.26), Historic and Archaeological Resources (7:7E-3.36), Endangered or Threatened Wildlife or Vegetation Species Habitats (7:7E-3.38), Special Hazard Areas (7:7E-3.41), Hudson River Waterfront Area (7:7E-3.48), Lands and Waters Subject to Public Trust Rights (7:7E-3.50), Outfalls and Intakes (7:7E-4.17), Impervious Cover Requirements that apply to Sites in the Upland Waterfront Development and CAFRA Areas (7:7E-5.3), Vegetative Cover Requirements that apply to Sites in the Upland Waterfront Development and CAFRA areas (7:7E-5.4), Impervious Cover Limits for a Site in the Upland Waterfront Development Area (7:7E-5A.9), Vegetative Cover Percentages for a Site in the Upland Waterfront Development Area (7:7E-5A.10), Secondary Impacts (7:7E-6.3), Housing Use rules (7:7E-7.2), Transportation Use Rule (7:7E-7.5), Coastal Engineering (7:7E-7.11), High-Rise Structures (7:7E-7.14), Water Quality (7:7E-8.4), Stormwater Management (7:7E-8.7), Public Trust Rights (7:7E-8.11), Scenic Resources and Design (7:7E-8.12), Buffers and Compatibility of Uses (7:7E-8.13), and Traffic (7:7E-8.14).

The State of New Jersey Coastal Management Program defines substantive policies to guide public decisions concerning significant proposed development and management of resources in New Jersey's Coastal Zone. The analysis of this coastal permit application is based upon the Rules on Coastal Zone Management (RCZM) (N.J.A.C. 7:7E-1.1 *et seq.*), adopted effective September, 1978, last revised April 7, 2008. This analysis will refer to applicable policies by administrative code action.

Prime Fishing Areas (7:7E-3.4):

(a) *Prime fishing areas include tidal water areas and water's edge areas that have a demonstrable history of supporting a significant local quantity of recreational or commercial fishing activity. The area includes all coastal jetties and groins, public fishing piers or docks and artificial reefs.*

According to the applicant, the subject site does not have a demonstrable history of supporting recreational fisheries. However, due to the proposed redevelopment of the currently vacant site (i.e. shoreline stabilization, and public access to the waterfront area), benefit to fishing in the area will likely increase. The applicant has demonstrated compliance with the Rule.

Intertidal and Subtidal Shallows (7:7E-3.15):

(a) *Intertidal and subtidal shallows means all permanently or temporarily submerged areas from the spring high water line to a depth of four feet below mean low water.*

(b) *Development, filling, new dredging or other disturbance is discouraged but may be permitted in accordance with (c), (d), (e), and (f) and with N.J.A.C. 7:7E-4.2 through 4.20.*

The applicant proposes rip-rap bank stabilization along approximately 700 linear feet of the existing bulkhead. Stabilization of the bulkhead will all be above the mean high water line. No disturbance to intertidal and subtidal shallows is being proposed. The applicant has demonstrated compliance with the Rule.

Filled Water's Edge (7:7E-3.23):

(a) *Filled water's edge areas are existing filled areas lying between wetlands or water areas, and either the upland limit of fill, or the first paved public road or railroad landward of the adjacent water area, whichever is closer to the water. Some existing or former dredged material disposal sites and excavation fill areas are filled water's edge.*

(f) *In waterfront areas located outside of the CAFRA zone the water dependent use may be a public walkway, provided the upland walkway right-of-way is at least 30 feet wide, unless there are existing onsite physical constraints which cannot be removed or altered to meet this requirement.*

(g) *The development shall comply with the requirements for impervious cover and vegetative cover that apply to the site under N.J.A.C. 7:7E-5 and either N.J.A.C. 7:7E-5A or 5B.*

(i) *On all filled water's edge sites, development must comply with the lands and waters subject to Public Trust Rights Rule, N.J.A.C. 7:7E-3.50, and the Public Trust Rights Rule N.J.A.C. 7:7E-8.11.*

Based on the NJDEP Tidelands mapping, the project site is considered to be Filled Water's Edge. Since the proposed project is not considered to be water dependent, the applicant proposes to develop a public waterfront walkway within a right-of-way that is 30 feet wide along the water's edge. As part of this Phase II redevelopment, approximately 750 linear feet of waterfront walkway will be constructed. The Phase II waterfront walkway will tie directly into the previously Division approved Phase I waterfront walkway. Impervious cover and vegetative cover under N.J.A.C. 7:7E-5, 5A or 5B, and the Public Access to the Waterfront Rule under N.J.A.C. 7:7E-8.11 are addressed below. The applicant has demonstrated compliance with this Rule.

Flood Hazard Areas (7:7E-3.25):

(a) *Flood hazard areas are the floodway and flood fringe area around rivers, creeks and streams as delineated by the Department under the Flood Hazard Area Control Act (N.J.S.A. 58:16A-50 et seq.); and areas defined or delineated as an A or a V zone by the Federal Emergency Management Agency (FEMA). They are areas subject to either tidal or fluvial flooding. Where flood hazard areas have been delineated by both the Department and FEMA, the Department delineation shall be used. Where flood hazard areas have not been delineated by the Department or FEMA, limits of the 100 year flood plain will be established by computation on a case-by-case basis.*

(e) *Retention and detention basins developed specifically for storm water management purposes are conditionally acceptable provided they are constructed in accordance with the Stormwater Management rule (N.J.A.C. 7:7E-8.7).*

(g) *Development in a flood hazard area shall comply with the requirements for impervious cover and vegetative cover under N.J.A.C. 7:7E-5 and either N.J.A.C. 7:7E-5A or 5B, as applicable.*

The Hudson River is a tidal water body. The Flood hazard areas have been previously delineated by Federal Emergency Management Agency (FEMA). The entire subject site is located below the FEMA 100-year floodplain and is classified in Zone AE. The Division's engineer will ensure that the proposed structures will be located on an elevation in accordance with the Division's regulations. The Division engineer's comments are incorporated at the end of this report. Impervious cover and vegetative cover under N.J.A.C. 7:7E-5, 5A or 5B are addressed below. The applicant has demonstrated compliance with this Rule.

Riparian Zones (7:7E-3.26):

(a) *A riparian zone exists along every regulated water, except there is no riparian zone along the Atlantic ocean nor along any manmade lagoon, stormwater management basin, or oceanfront barrier island, spit or peninsula. Regulated waters are defined in the Flood Hazard Area Control Act rules at N.J.A.C. 7:13-2.2.*

(b) The riparian zone includes the land and vegetation within each regulated water described in (a) above, as well as the land and vegetation within a certain distance of each regulated water as described in (c) below. The portion of the riparian zone that lies outside of a regulated water is measured landward from the top of bank.

(c) The width of the riparian zone along each regulated water described in (a) above is as follows:

3. The riparian zone is 50 feet wide along both sides of all waters not identified in (c)1 or (c)2 above.

(e) Development in riparian zones shall conform with the requirements for a flood hazard area individual permit under the Flood Hazard Area Control Act rules at N.J.A.C. 7:13-9, 10 and 11 or, in the alternative as applicable, a flood hazard area permit-by-rule at N.J.A.C. 7:13-7 or a flood hazard area general permit at N.J.A.C. 7:13-8.

(f) If endangered and/or threatened wildlife or species habitat is present in the riparian zone such that the area is also an endangered or threatened wildlife or plant species habitat special area in accordance with N.J.A.C. 7:7E-3.38, then the requirements of N.J.A.C. 7:7E-3.38, Endangered or threatened wildlife or plant species habitats, shall apply.

The subject site is located adjacent to the Hudson River. In accordance to N.J.A.C. 7:13-2.2, the Hudson River is a regulated water not related to C-1 water, and non-trout related. Therefore, a 50-foot riparian zone exists along the water's edge of the subject site. The proposed redevelopment project located within the riparian zone is addressed under the Flood Hazard Area Control Act Rules (N.J.A.C. 7:13-9, 10 and 11) below. In addition, no endangered and/or threatened wildlife or species habitat is present within the riparian zone. The applicant has demonstrated compliance with this Rule.

Historic and Archaeological Resources (7:7E-3.36):

(a) Historic and archaeological resources include objects, structures, shipwrecks, buildings, neighborhoods, districts, and man-made or man-modified features of the landscape and seascape, including historic and prehistoric archaeological sites, which either are on or are eligible for inclusion on the New Jersey or National Register of Historic Places.

(b) Development that detracts from, encroaches upon, damages, or destroys the value of historic and archaeological resources is discouraged. Development that incorporates historic and archaeological resources in sensitive adaptive reuse is encouraged.

The National Park Service National register for Historic Places Database, the NJDEP Historic Preservation Office and the National Registers of Historic Places Database did not list the subject property as historic places. The applicant has demonstrated compliance with this Rule.

Endangered or Threatened Wildlife or Vegetation Species Habitats (7:7E-3.38):

(a) Endangered or threatened wildlife or plant species habitats are areas known to be inhabited on a seasonal or permanent basis by or to be critical at any stage in the life cycle of any wildlife or plant identified as "endangered" or "threatened" species on official Federal or State lists of endangered or threatened species, or under active consideration for State or Federal listing. The definition of endangered or threatened wildlife or plant species habitats include a sufficient buffer area to ensure continued survival of the population of the species.

According to the NJDEP I-Map, no suitable habitat is known on this site for documented endangered and threatened species. The applicant has demonstrated compliance with this Rule.

Special Hazard Areas (7:7E-3.41):

(a) Special hazard areas include areas with a known actual or potential hazard to public health, safety, and welfare, or to public or private property, such as the navigable air space around airports and seaplane landing areas, potential evacuation zones and areas where hazardous substances as defined at N.J.S.A. 58:10-23.1(b-k) are used or disposed, including adjacent areas and areas of hazardous material contamination.

(b) *Coastal development, especially residential and labor-intensive economic development, within special hazard areas is discouraged. All development within special hazard areas must include appropriate mitigation measures to protect the public health and safety.*

(c) *Approvals from the Department's Division of Solid and Hazardous Waste shall be obtained prior to the commencement of any hazardous substance investigations or clean-up activities at contaminated sites.*

Historic fill and isolated pockets of volatile organic (VO) contaminated soils have been detected at the subject site. VOs that require remediation by the NJDEP Site Remediation Program (SRP) will be addressed through excavation or in-place treatment. The NJDEP SRP has allowed the applicant to place a classification exception areas (CEAs), a deed restriction, on the groundwater contaminants. A remediation agreement was submitted to SRP and the applicant is currently working closely with them. Details to the remediation activities will be incorporated in Phase II of the project. A Remedial Investigation Report and Remedial Action Work Plan was submitted to the NJDEP - SRP on or around February 1, 2006. The reports are currently under Site Remediation's review. The ISRA Case no. is E20040267. A condition requiring the applicant to obtain approval from SRP prior to the commencement of any regulated activities will be included in the permit. The applicant has demonstrated compliance with this Rule.

Hudson River Waterfront Area (7:7E-3.48):

(c) *Hudson River Waterfront Area development shall be consistent with all other applicable Coastal Zone Management rules with particular attention given to N.J.A.C. 7:7E-3.38, Public open space, N.J.A.C. 7:7E-3.39 Special hazards areas, N.J.A.C. 7:7E-3.41 Special urban area, N.J.A.C. 7:7E-7.14 High rise structures, N.J.A.C. 7:7E-8.11 Public Access to the Waterfront, N.J.A.C. 7:7E-8.12 Scenic Resources and Design, and N.J.A.C. 7:7E-8.4 Water Quality.*

(e) *All waterfront development along the Hudson River shall develop, maintain and manage a section of the Hudson Waterfront Walkway coincident with the shoreline of the development property. The developer shall, by appropriate instrument of conveyance, create a conservation easement in favor of the Department. The conservation easement shall define the physical parameters of the walkway and the allowable uses, address the maintenance and management duties and identify the responsible party. Development of each project's public access system shall conform to this special area policy and to the Hudson Waterfront Walkway Planning and Design Guidelines (1984), and the Hudson Waterfront Walkway Design Standards (1989).*

(f) *Applications which vary in detail from the standards of this rule are discouraged, but will be considered for approval if they would provide greater public access and/or protection of natural or scenic resources than would be afforded by strict compliance with this rule. Applicants proposing a development which varies in detail from the standards of this rule are encouraged to contact the Department for guidance when conceptual plans have been prepared.*

As part of the Phase II redevelopment, the applicant proposes to construct approximately 750 linear feet of Hudson River Walkway. The 750 linear feet of Hudson River Walkway proposed under Phase II will coincide with the previously approved 1,150 linear feet of Hudson River Walkway under Phase I (DLUR file no. 0213-06-0001.1; WFD 060001). The Division has determined that the design of the proposed waterfront walkway conforms with the Hudson Waterfront Walkway Planning and Design Guidelines (1984), and the Hudson Waterfront Walkway Design Standards (1989), with the 16-foot wide walkway and its amenities. The applicant has demonstrated compliance with this Rule.

Lands and Waters Subject to Public Trust Rights (7:7E-3.50):

(a) *Lands and waters subject to public trust rights are tidal waterways and their shores, including both lands now or formerly below the mean high water line, and shores above the mean high water line. Tidal waterways and their shores are subject to the Public Trust Doctrine and are held in trust by the State for the benefit of all the people, allowing the public to fully enjoy these lands and waters for a variety of public uses.*

(b) *Development that adversely affects lands and waters subject to public trust rights is discouraged.*

(d) *Public access to lands and waters subject to public trust rights shall be provided in accordance with the public trust rights rule, N.J.A.C. 7:7E-8.11.*

Since the subject site is located adjacent to the Hudson River, it is subject to the Public Trust Doctrine and must allow the public to fully enjoy these lands and waters. There was no public waterfront access on the site due to its previous pharmaceutical usage. With the current redevelopment project, the proposed waterfront walkway will provide adequate access to the Hudson River for the public and local residence. The Public Trust Rights Rule (N.J.A.C. 7:7E-8.11) is addressed below. The applicant has demonstrated compliance with this Rule.

Outfalls and Intakes (7:7E-4.17):

(a) *Outfalls and intakes are pipe openings that are located in water areas for the purpose of intake of water or discharge of effluent including sewage, stormwater and industrial effluents.*

(b) *Outfalls and intakes are conditionally acceptable provided that the use associated with the intake or outfall meets applicable Coastal Zone Management rules.*

The applicant proposes the installation of three new stormwater outfall structures along the water's edge. The stormwater outfall structures will be installed above the Mean High Water Line. No impacts to freshwater wetlands and transition area are proposed. A Stormwater Management Plan was submitted to the Division for review. The applicant has demonstrated compliance with this Rule.

Impervious Cover Limits for a Site in the Upland Waterfront Development Area (7:7E-5A.9):

(b) *If a site or portion of a site is unforested, as determined under N.J.A.C. 7:7E-5.5, the impervious cover limit is the limit at (b)1, 2 or 3 below, whichever is higher:*

1. *The acreage of the net land area on the site or portion, as determined under N.J.A.C. 7:7E-5.3(d), multiplied by the impervious cover percentage in Table E below for the development intensity that applies to the site or portion, as determined under N.J.A.C. 7:7E-5.AB;*
2. *For a site located in the northern waterfront region or urban area region, as determined under N.J.A.C. 7:7E-5A2(d), the amount of existing impervious cover located on a site as determined under (c) below; or*
3. *For a site located in a region other than those identified at (b)2 above, the acreage covered by buildings and/or asphalt or concrete pavement legally existing on the site at the time the application is submitted to the Department.*

According to N.J.A.C. 7:7E-5.5, the subject site is considered unforested. Therefore, an unforested site that is located in the urban area region, and with a high development intensity, the allowable impervious coverage is 90%. The total acreage of the site is 49.85 acres, but the total net land area is 21.3 acres. Therefore, for the entire project (Phase I and Phase II), the applicant is allowed a maximum of 20.83 acres of impervious coverage. The total impervious coverage proposed for Phase I and Phase II is 17.12 acres (74.1%). The applicant has demonstrated compliance with this Rule.

Vegetative Cover Percentages for a Site in the Upland Waterfront Development Area (7:7E-5A.10):

(a) *The area (in acres) on a site in the upland waterfront development area in which trees and/or herb/shrub vegetation shall be planted or preserved is calculated as follows:*

1. *To determine the area (in acres) of tree preservation and/or tree planting on the site:*
 - i. *Identify the forested and/or unforested portions of the site, as determined under N.J.A.C. 7:7E-5.5;*
 - ii. *If a site or portion of a site identified at (a)i has more than one development intensity, further divide that site or portion into smaller portions based on their respective development intensities;*

- iii. For each forested site or portion identified at (a)ii above, multiply the acreage of the net land area on the site or portion, as determined under N.J.A.C. 7:7E-5.3(d), by the tree preservation and tree planting percentage in Table F for the development intensity that applies to the site or portion, as determined under N.J.A.C. 7:7E-5A8; and
- iv. For each unforested site or portion identified at (a)ii above, multiply the acreage of the net land area on the site or portion, as determined under N.J.A.C. 7:7E-5.3(d), by the tree planting percentage in Table G below for the development intensity that applies to the site or portion, as determined under N.J.A.C. 7:7E-5A-8.

The project site is unforested, is located in the urban area region, and has a high development intensity; therefore, the required tree preservation and/or planting percentage is 10% for the entire site, Phase I and Phase II. 10% of the total net land area (21.3 acres) is 2.13 acres. Under Phase I, the applicant proposed to provide 2.9% (0.67 acre) of the required 10% (2.13 acres). Under Phase II, the applicant proposes to provide 5.31 acres landscaping and other pervious surfaces. The total landscaping and other pervious surfaces proposed for the entire site will be 5.98 acres (25.9%). The applicant has demonstrated compliance with this Rule.

Secondary Impacts (7:7E-6.3):

(a) Secondary impacts are the effects of additional development likely to be constructed as a result of the approval of a particular proposal. Secondary impacts can also include traffic increase, increased recreational demand and any other offsite impacts generated by onsite activities which affect the site and surrounding region.

This phase of the proposed project is the final built-out of the entire site. At the completion of Phase II, the redevelopment of this former pharmaceutical site will be a mixed-use development consisting of residential, commercial, and retail opportunities. The project site is located in a highly urbanized area. The surrounding towns are previously developed with similar usage. No adverse secondary impacts are anticipated as a result of this project. The applicant has demonstrated compliance with this Rule.

Housing Use rules (7:7E-7.2):

- (a) "Housing" includes single family detached house, multi-family units with apartments or town houses, high-rise buildings and mixed use developments.
- (a) Standards relevant to water area and water's edge housing are as follows:
 - 3. Housing is conditionally acceptable in the filled water's edge, provided that it meets the requirements of the Filled Water's Edge rule (N.J.A.C. 7:7E-3.23) and the Public Access to the Waterfront Rule (N.J.A.C. 7:7E-8.11). The residential development shall comply with the requirements for impervious cover and vegetative cover that apply to the site under N.J.A.C. 7:7E-5 and either N.J.A.C. -5A or 5B, except on bay islands where the requirements of the Bay Island Corridor rule (N.J.A.C. 7:7E-3.21) shall apply.
 - 5. On sites with existing shore protection structures, the residential structure shall be set back a minimum of 25 feet from the accanfront shore protection structures, and a minimum of 15 feet from shore protection structure elsewhere. This distance shall be measured from the waterward face of the bulkhead or seawall and from the top of slope on the seaward side of the revetment.

The proposed redevelopment includes the construction of mixed-use buildings located on a site adjacent to the Hudson River. The existing shoreline protection is in a form of loose rip-rap and boulders. The applicant proposed to enhance the existing shoreline protection by placing additional rip-rap along the slope shoreline to further stabilize the area. All the shoreline stabilization activity will be conducted above the Mean High Water Line. The proposed mixed-use buildings will be located over 30 feet from landward face of the rip-rap stabilization area.

In addition, Filled Water's Edge (7:7E-3.23), Public Access to the Waterfront Rules/Public Trust Rights (7:7E-8.11), and Requirements for Impervious Cover and Vegetative Cover (7:7E-5) are address separately under each Rule. The applicant has demonstrated compliance with this Rule.

Transportation Use Rule (7:7E-7.5):

- (b) *Standards relevant to bicycle and foot paths are as follows:*
1. *The construction of internal bicycle paths, saut paths and sidewalks in residential, commercial, and industrial developments is required to the maximum extent practicable.*
 2. *Linear bicycle and foot paths are encouraged along the edges of all water bodies, and from the water body to the nearest public road, provided they would not disturb Special Areas or subject the user to danger.*
 3. *Existing bicycle and saut paths shall be continued around development when it is not practical to pass through development.*

The proposed mixed-use redevelopment will result in the construction of several internal roadways, and sidewalks through the waterfront community. The internal sidewalks will be approximately 5 feet to 8 feet wide. In addition, under Phase II, approximately 750 linear feet of waterfront walkway will be constructed and will be connected to the previously approved Phase I, 835 linear feet of waterfront walkway. The applicant has demonstrated compliance with this Rule.

Coastal Engineering (7:7E-7.11):

(a) *Coastal engineering includes a variety of structural and non-structural measures to manage water areas and the shoreline for natural effects of erosion, storms, and sediment and sand movements. Beach nourishment, sand fences, pedestrian control on dunes, stabilization of dunes, dune restoration projects, dredged material disposal and the construction of retaining structures such as bulkheads, gabions, revetments and seawalls all examples of coastal engineering.*

(e) *Standards relevant to structural shore protection are as follows:*

1. *The construction of new shore protection structures or expansion or fortification of existing shore protection structures, including, but not limited to, jetties, groins, seawalls, bulkheads, gabions and other retaining structures to retard longshore transport and/or to prevent tidal waters from reaching erodible material is acceptable only if it meets all of the following five conditions:*
 - i. *The structure is essential to protect water dependent uses or heavily used public recreation beach areas in danger from tidal waters or erosion, or the structure is essential to protect existing structures and infrastructure in developed shorefront areas in danger from erosion, or the structure is essential to mitigate, through, for example, the construction of a reinforced earthen berm, the projected erosion in an erosion hazard area along a headland and provide erosion protection for a development that is otherwise acceptable under the Coastal Zone Management rules;*
 - ii. *The structure will not cause significant adverse impacts on the local shoreline and sand supply;*
 - iii. *The structure will not create net adverse shoreline sand movement down drift, including erosion or shoaling;*
 - iv. *The structure will cause minimum feasible adverse impact to living marine and estuarine resources;*
 - v. *The structure is consistent with the State's Shore Protection Master Plan;*

As part of the mixed-use redevelopment project, the applicant proposed the fortification of the existing loose rip-rap/boulder shoreline. The proposed activity will involve the placement of additional rip-rap along approximately 700 linear feet of existing shoreline for further stabilization. The fortification of the existing shoreline

is crucial to the anticipated heavy public usage of the Hudson River Waterfront Walkway. All the shoreline stabilization activity will be conducted above the Mean High Water Line, therefore, no living marine and estuarine resources will be adversely impacted. The applicant has demonstrated compliance with this Rule.

High-Rise Structures (7:7E-7.14):

- (a) *High-rise structures are structures which are more than six stories or more than 60 feet in height as measured from existing preconstruction ground level.*
- (b) *The standards for high-rise structures are as follows:*
1. *High-rise structures are encouraged to locate in an urban area of existing high density, high-rise and/or intense settlements;*
 2. *High-rise structures within the view of coastal waters shall be separated from coastal waters by at least one public road or an equivalent area (at least 50 feet) physically and visually open to the public except as provided by N.J.A.C. 7:7E-3.48;*
 3. *The longest lateral dimension of any high-rise structure must be oriented perpendicular to the beach or coastal waters, except for a high-rise structure that is located in the Redevelopment Zone of the City of Long Branch and authorized pursuant to the Long Branch Redevelopment Zone Permit at N.J.A.C. 7:7E-7.4.*
 4. *The proposed structure must not block the view of dunes, beaches, horizons, skylines, rivers, inlets, bays, or oceans that are currently enjoyed by existing residential structures, public roads or pathways, to the maximum extent practicable;*
 6. *The proposed structure must be in character with the surrounding transitional heights and residential densities, or be in character with a municipal comprehensive development scheme requiring an increase in height and density which is consistent with all applicable Coastal Zone Management rules; and*
 7. *The proposed structure must not have an adverse impact on air quality, traffic, and existing infrastructure.*
 8. *The proposed structure must be architecturally designed so as to not cause deflation of the beach and dune system or other coastal environmental waterward of the structure.*

The proposed Phase II redevelopment will involve the construction of 10 mixed-use buildings on the subject site. Of the 10 proposed buildings, there will be eight (8) stand along high-rise structures. They are identified on the site plan as Building B, Building C-1, Building C-2, Building D, Building F, Building G, and 2 sections of Building A. Two additional high-rise structures (part of Building A) are proposed over a new parking garage. The longest lateral dimension of all the proposed high-rise towers are oriented perpendicular to the Hudson River. Three view corridors from River Road to the Hudson River and NYC skyline are available along the northern property boundary, between Building E2 and Building A, and along the southern property boundary. In addition, the high rise buildings are located at least 50 feet from the water's edge in order to provide a separation between the Hudson River and the proposed redevelopment. The applicant has demonstrated compliance with this Rule.

Water Quality (7:7E-8.4) and Stormwater Management (7:7E-8.7):

(a) *As required by Section 307(f) of the Federal Coastal Zone Management Act (P.L. 92-583), Federal, State and local water quality requirements established under the Clean Water Act (33 U.S.C. 1251) shall be the water resource standards of the coastal management program.*

(a) *Stormwater runoff is the flow of water on the surface of the ground, resulting from precipitation. Standards relevant to stormwater management system design are set forth in this rule.*

These Rules are addressed in the attached Division Engineer's Report.

Public Trust Rights (7:7E-8.11):

(a) *Public trust rights to tidal waterways and their shores (public trust rights) established by the Public Trust Doctrine include public access which is the ability of the public to pass physically and visually to, from and along lands and waters subject to public trust rights as defined at N.J.A.C. 7:7E-3.50, and to use these lands and waters for activities such as swimming, sunbathing, fishing, surfing, sport diving, bird watching, walking and boating. Public trust rights also include the right to perpendicular and linear access. Public accessways and public access areas provide a means for the public to pass along and use lands and waters subject to public trust rights.*

(d) *Except as otherwise provided at (f) below, development on or adjacent to all tidal waterways and their shores shall provide on-site, permanent, unobstructed public access to the tidal waterway and its shores at all times, including both visual and physical access. Specific requirements for sites located along the Arthur Kill, Kill Van Kull west of Bayonne Bridge, Newark Bay, Delaware River from the Trenton Makes Bridge to the CAFRA boundary, Elizabeth River, Hackensack River, Passaic River, Rahway River, Raritan River, Cohansey River in Bridgeton City, and Maurice River in Millville City are found at (e) below. Public accessways and public access areas shall:*

1. *Include perpendicular access and a linear area along the tidal waterway and its entire shore; and*
2. *If located in a natural area of a tidal waterway, be designed to minimize the impacts to the natural area and tidal waterway including impacts to habitat value, vegetation and water quality.*

(e) *Except as provided in (f) below, in addition to the requirements of (d) above, the perpendicular access and linear area provided for sites located along the Arthur Kill, Kill Van Kull west of Bayonne Bridge, Newark Bay, Delaware River from the Trenton Makes Bridge to the CAFRA boundary, Elizabeth River, Hackensack River, Passaic River, Rahway River, Raritan River, Cohansey River in Bridgeton City, and Maurice River in Millville City, shall comply with the following. The standards for public access along the Hudson River Waterfront Area are set forth at N.J.A.C. 7:7E-3.48.*

1. *The linear area shall consist of a walkway that meets the following:*
 - i. *The minimum width of walkway free of obstruction shall be 16 feet; and*
 - ii. *An area a minimum of 30 feet wide, including the walkway area, shall be permanently protected by a conservation restriction; and*
2. *The perpendicular access shall consist of a walkway that meets the following:*
 - i. *The minimum width of the walkway free of obstruction shall be 10 feet;*
 - ii. *An area a minimum of 20 feet wide, including the walkway area shall be permanently protected by a conservation restriction; and*
 - iii. *The linear distance between perpendicular accessways shall not exceed one-half mile as measured generally parallel to the waterway; and*
3. *The Department may reduce the walkway width requirements at (e) 1 and 2 above, as necessary to protect endangered and threatened wildlife or vegetation species habitat, critical wildlife habitat as defined at N.J.A.C. 7:7-3.39, natural areas or existing infrastructure.*

(g) *Public access must be available on a nondiscriminatory basis. All establishments, including municipalities, counties, marinas, condominium associations, homeowners associations and beach clubs, which control access to tidal waterways and their shores shall comply with the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.*

(h) *Public access to tidal waterways and their shores shall be clearly marked. Department approved public access signs shall be installed at each public accessway, public access area and/or public parking area at the development site and maintained in perpetuity by the permittee and its successors in title and interest. N.J.A.C. 7:7E-8.11(p) contains the standards for signs for municipalities that participate in Shore Protection Program funding. Subsection (g) below contains the standards for signs for municipalities, counties and nonprofits that receive Green Acres funding for a Green Acres project site.*

(i) *Activities that have the effect of discouraging or preventing the exercise of public trust rights are prohibited. These activities include, but are not limited to, requiring photographic identification, requiring a*

liability waiver, requiring the purchase of drinks or food from a specific vendor, or prohibiting bringing beach equipment such as blankets or beach chairs.

(j) Parking shall be provided for the public to access tidal waterways and their shores, except where public access is not required in accordance with (f)6 above or the project is limited in scope in accordance with (f)7. Subsection (p) below contains the parking standards for municipalities that participate in Shore Protection Program funding. Subsection (q) below contains the parking standards for municipalities, counties and nonprofits that receive Green Acres funding for a Green Acres project site. All other development shall provide parking as follows:

2. The area set aside for off-street parking shall be dedicated for public access parking through the recording of a conservation restriction maintaining the parking spaces in perpetuity; and
3. The area set aside for on-street parking shall be dedicated for public access parking through municipal ordinance.

(k) Development on or adjacent to tidal waterways and their shores shall provide barrier free access where feasible and warranted by the character of the site.

(l) Development on or adjacent to tidal waterways and their shores shall incorporate fishing access and associated amenities to the maximum extent practicable within the area provided for public access. In the case of a beach, fishing access shall not be required in areas designated for swimming during hours designated for swimming.

(n) The areas set aside for public access to tidal waterways and their shores shall be permanently dedicated for public use through the recording of a Department approved conservation restriction under the New Jersey Conservation Restriction and Historic Preservation Restriction Act, N.J.S.A. 13:8B-1 et seq., maintaining the publicly dedicated areas in perpetuity. Subsection (p) below contains the conservation restriction standards for municipalities that participate in Shore Protection Program funding. Subsection (q) below contains the conservation restriction standards for municipalities, counties and nonprofits that receive Green Acres funding for a Green Acres project site. N.J.A.C. 7:7E-8A.4 contains the recording requirements for all conservation restrictions.

(o) No authorization or approval under this chapter shall be deemed to relinquish public rights of access to and use of lands and waters subject to public trust rights.

Under the Phase I redevelopment (DLUR file no. 0213-06-0001.2), the Division authorized the construction of approximately 1,135 linear feet of permanent waterfront walkway on the subject site. The previous authorization also required the construction of 750 linear feet of "interim" waterfront walkway located in the Phase II section of the site. In addition, a 20-foot wide easement with a 10-foot perpendicular walkway located through the center of the site was also approved. The intent approval of the "interim" waterfront walkway located in Phase II was to ensure that the entire site will establish public access to the waterfront area, even though only a portion of the site was approved at that time.

Under the current Phase II redevelopment project, the applicant proposes the permanent construction of the previously required 750 linear feet of "interim" waterfront walkway within a 30-foot wide easement, and a 16-foot wide walkway. In addition, the previously approved 20-foot wide easement with a 10-foot perpendicular walkway will be relocated to the southern property boundary. Both linear areas will be barrier free for a minimum of 10 feet, and will be made available to the public at all times. The applicant is providing 4 waterfront walkway directional signs and 20 parking stalls for public waterfront walkway users located approximately 40 feet from the waterfront walkway. The free waterfront walkway will also provide opportunities for the public to engage in recreational activities (i.e. fishing) that were not made available due to its previously pharmaceutical usage. A condition will be placed in the permit requiring the applicant to record a Department approved conservation restriction under the N.J. Conservation Restriction and Historic Preservation Restriction Act, N.J.A.S. 13:8B-1 et seq., maintaining the areas set aside for public access to the Hudson River in perpetuity. The applicant has demonstrated compliance with this Rule.

Scenic Resources and Design (7:7E-8.12):

- (a) Scenic resources include the views of the natural and/or built landscape.

(b) *Large-scale elements of building and site design are defined as the elements that compose the developed landscape such as size, geometry, massing, height and bulk structures.*

(c) *New coastal development that is visually compatible with its surroundings in terms of building and site design, and enhances scenic resources is encouraged. New coastal development that is not visually compatible with existing scenic resources in terms of large-scale elements of building and site design is discouraged.*

The large-scale elements of the proposed project in terms of height and dimension are consistent with the surrounding high-rise structures in the area. The Phase II redevelopment project will involve the restoration of an area that has historically been unavailable to the public due to its pharmaceutical research and development use. The new waterfront walkway on-site will provide visual and physical access to the Hudson River and the New York skyline. The applicant has demonstrated compliance with this Rule.

Buffers and Compatibility of Uses (7:7E-8.13):

(a) *Buffers are natural or manmade areas, structures, or objects that serve to separate distinct uses or areas. Compatibility of uses is the ability for uses to exist together without aesthetic or functional conflicts.*

(b) *Development shall be compatible with adjacent land uses to the maximum extent practicable.*

1. *Development that is likely to adversely affect adjacent areas, particularly Special Areas N.J.A.C. 7:7E-3, or residential or recreation uses, is prohibited unless the impact is mitigated by an adequate buffer. The purpose, width and type of the required buffer shall vary depending upon the type and degree of impact and the type of adjacent area to be affected by the development, and shall be determined on a case-by-case basis.*

2. *The standards for wetland buffers are found at N.J.A.C. 7:7E-3.28.*

3. *The following apply to buffer treatment:*

- i. *All buffer areas shall be planted with appropriate vegetative species, either through primary planting or supplemental planting. This landscaping shall include use of mixed, native vegetative species, with sufficient size and density to create a solid visual screen within five years from the date of planting.*
- ii. *Buffer areas which are forested may require supplemental vegetative plantings to ensure that acceptable visual and physical separation is achieved.*
- iii. *Buffer areas which are non-forested will require dense vegetative plantings with mixed evergreen and deciduous trees and shrubs. Evergreens must be at least eight feet tall at time of planting; deciduous trees must be at least three inches caliper, balled and burlapped; shrubs must be at least three to four feet in height.*

As mentioned above, the site was previously for pharmaceutical research and development use, therefore prohibiting the public to enjoy the waterfront area. The current Phase II redevelopment project involves the creation of a mixed-use environment that is compatible with the aesthetic and the function of the surrounding uses and areas. In addition, in order to separate the commercial office usage of the adjacent and the mixed-use environment of the proposed project, the applicant proposes to plant Evergreen trees (approximately 7-8 feet in height), along the northern property boundary. The applicant has demonstrated compliance with this Rule.

Traffic (7:7E-8.14):

(a) *Traffic is the movement of vehicles, pedestrians or ships along a route. Coastal development shall be designed, located and operated in a manner to cause the least possible disturbance to traffic systems.*

(b) *Coastal development shall be designed, located and operated in a manner to cause the least possible disturbance to traffic systems.*

1. *Alternative means of transportation, that is, public and private mass transportation facilities and services, shall be considered and, where feasible, incorporated into the design and management of a proposed development, to reduce the number of individual vehicle trips generated as a result of the facility. Examples of alternative means of*

transportation include: van pooling, staggered working hours and installation of ancillary public transportation facilities such as bus shelters.

(c) *When the level of service of traffic systems is disturbed by approved development, the necessary design modifications or funding contribution toward an area wide traffic improvement shall be prepared and implemented in conjunction with the coastal development, the satisfaction of the New Jersey Department of Transportation and any regional agencies.*

(d) *Any development that causes a location on a roadway to operate in excess of capacity Level D is discouraged. A developer shall undertake mitigation or other corrective measures as may be necessary so that the traffic levels at any affected intersection remain at capacity Level D or better. A developer may, by incorporating design modification or by contributing to the cost of traffic improvements, be able to address traffic problems resulting from the development, in which case development would be conditionally acceptable. Determinations of traffic levels which will be generated will be made by the New Jersey Department of Transportation.*

The applicant identified River Road as an Urban Minor Arterial with two lanes in each direction and a posted speed limit of 35 miles per hour. In the traffic impact study provided in the application, it identified that the northbound and southbound traffic is significant during peak AM and PM and Saturday hours. The addition of the proposed mixed-use project could have significant impacts on the vehicular traffic of River Road. The applicant's traffic consultant reviewed potential traffic impacts during build and no-build. It was determined that there would be no change to the existing level of service values with the construction of the project, and therefore, the project would not have a significant impact to the roadway network. A condition will be placed in the permit requiring the applicant to obtain approval from the county traffic engineer for the proposed project prior to the commencement of regulated activity on-site. The applicant has demonstrated compliance with this Rule.

FLOOD HAZARD AREA ELEMENT:

General Provisions for Verifications (7:13-6.1):

(a) *A verification is a document containing the Department's approval of the flood hazard area design flood elevation on a site, includes either a flood hazard area limit or an indication that the entire site is in a flood hazard area, and may also include a floodway limit and/or a riparian zone limit, if applicable.*

The nearest watercourse to the subject site is the Hudson River, which is located immediately east of the site. The riparian zone on the subject site is 50 feet from the top of the River's bank. The flood hazard area limit is addressed in the attached Division Engineer's Report.

Requirements for a Regulated Activity in a Riparian Zone (7:13-10.2):

(a) *This section sets forth specific design and construction standards that apply to any regulated activity proposed in a riparian zone.*

(v) *In cases where an applicant proposes to redevelop a site within 25 feet of any top of bank or edge of water, all existing impervious surface within 25 feet of the top of bank or edge of water shall be removed and the riparian zone in this area shall be adequately stabilized and replanted with indigenous, non-invasive vegetation, except in the following cases:*

2. *The applicant proposes to construct a public walkway within 25 feet of the top of bank or edge of water, provided the walkway is constructed of permeable material where feasible, and provided the remainder of the area within 25 feet of the top of bank or edge of water is restored, stabilized and replanted with indigenous, non-invasive vegetation.*

As part of the Phase II redevelopment project, the applicant proposes the construction of approximately 750 linear feet of waterfront walkway. The 16-foot wide waterfront walkway will be located within the 25 feet top of the river's bank. For the construction of the waterfront walkway and its amenities, all existing impervious surface within 25 feet top of the river's bank will be removed. The applicant proposes to landscape the remainder 9 feet of the 25-foot riparian buffer with shade trees.

Requirements for a Regulated Activity In or Along a Water with Fishery Resources (7:13-10.5):

(a) *This section sets forth specific design and construction standards that apply to any regulated activity proposed in the channel and/or riparian zone of a regulated water containing fishery resources.*

In order to protect anadromous fish species during their migratory run, the bank stabilization activity and any upland activity that may potentially introduce sediments into the Hudson River are prohibited between April 1 and June 30 of each year. All proposed activities are located above the Mean High Water Line of the Hudson River. A timing restriction will be included in the permit.

Requirements for a Regulated Activity in a Documented Habitat for Threatened or Endangered Species (7:13-10.6):

(a) *This section sets forth specific design and construction standards that apply to any regulated activity proposed in a documented habitat for a threatened or endangered species.*

According to the NJDEP I-Map, the subject site is not a documented habitat for threatened or endangered species. In addition, no comments were received from the NJDEP's Division of Fish & Wildlife.

Individual Permit Requirements For Various Regulated Activities (7:13-11):

Requirements that Apply to All Regulated Activities (7:13-11.1):

(a) *This section sets forth specific design and construction standards that apply to any regulated activity proposed in any regulated area.*

(b) *The Department shall issue an individual permit for a regulated activity only if it determines that the regulated activity is not likely to cause significant and adverse effects on the following:*

1. *Water quality;*
2. *aquatic biota;*
3. *Water supply;*
4. *Flooding;*
5. *Drainage;*
6. *Channel stability;*
7. *Threatened and endangered species or their current or documented historic habitats;*
8. *Navigational;*
9. *Energy production; and*
10. *Fishery resources*

The Division's review of this Flood Hazard Area application has concluded that the project as proposed will not cause significant and adverse effects in any of the areas mentioned above.

Requirements for Stormwater Management (7:13-11.2):

(a) *This section sets forth stormwater management requirements and specific design and construction standards that apply to any major development, as defined at N.J.A.C. 7:8-1.2.*

The applicant proposes stormwater management as part of the redevelopment. The stormwater management requirements, specific design and construction standards are addressed in the attached Division Engineer's Report.

Requirements for Excavation, Fill and Grading Activities (7:13-11.3):

(a) *This section sets forth specific design and construction standards that apply to any excavation, fill and/or grading proposed in any regulated area.*

The applicant proposes activities involving excavation, fill and grading as part of the redevelopment. The specific design and construction standards are addressed in the attached Division Engineer's Report.

Requirements for a Structure (7:13-11.4):

- (a) *This section sets forth specific design and construction standards that apply to any structure proposed in any regulated area.*
- (b) *The Department shall issue an individual permit to construct or reconstruct a structure only if the entire structure is designed and constructed to be suitably anchored in order to:*
1. *Resist impact from water and debris during the flood hazard area design flood;*

The applicant proposes several structures as part of the redevelopment. The specific design and construction standards are addressed in the attached Division Engineer's Report.

Requirements for a Building (7:13-11.5):

- (b) *The requirements in this section apply to a building that is constructed or reconstructed in the following areas:*
1. *A flood hazard area; and*

The proposed project is located within the flood hazard area of the Hudson River.

- (c) *The Department shall issue an individual permit to construct or reconstruct a building of any kind only if the following requirements are satisfied:*
1. *Any new building is located at least 25 feet from any top of bank or edge of water.*

The proposed mixed-use buildings under Phase II are located a minimum of 25 feet from the top of the Hudson River's bank.

- (h) *The Department shall issue an individual permit to construct or reconstruct a habitable building that is neither a private residence nor a public building, only if one of the following requirements is satisfied:*

The applicant proposes several habitable buildings as part of the redevelopment. The specific design and construction standards are addressed in the attached Division Engineer's Report.

Requirements for a Railroad, Roadway or Parking Area (7:13-11.6):

- (a) *This section sets forth specific design and construction standards that apply to any railroad, roadway or parking area proposed in a flood hazard area.*

The applicant proposes several parking areas as part of the redevelopment. The specific design and construction standards are addressed in the attached Division Engineer's Report.

Requirements for a Stormwater Outfall Structure (7:13-11.10):

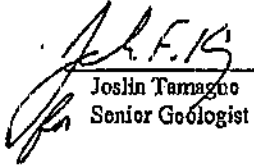
- (e) *This section sets forth specific design and construction standards that apply to any stormwater outfall structure proposed in any regulated area.*

The applicant proposes three new stormwater outfall structures as part of the redevelopment. The specific design and construction standards are addressed in the attached Division Engineer's Report.

CONCLUSION:

Based on the information contained in the application and shown on the submitted plans, the project is conditionally acceptable under the Rules on Coastal Zone Management (N.J.A.C. 7:7E) and the environmental standards set forth in the Flood Hazard Control Act Rules (N.J.A.C. 7:13).

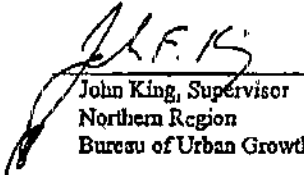
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Senior Geologist

5/22/08

Date

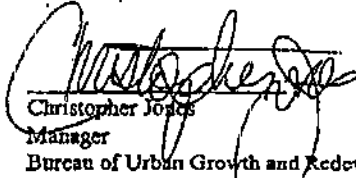
Recommended by:


John King, Supervisor
Northern Region
Bureau of Urban Growth and Redevelopment

5/22/08

Date

Approved by:


Christopher Jones
Manager
Bureau of Urban Growth and Redevelopment

5/22/08

Date

Adjudicatory Hearing Request Checklist and Tracking Form

I. Permit Decision or Other Department Decision Being Appealed:

 Issuance Date of Decision Document

 Document Number (if any)

II. Please provide Name, Address and Phone No. of:

 Person Requesting Hearing

 Name of Attorney (if applicable)

 Address

 Address

 Phone No.

 Phone No.

III. If you are the applicant or permittee, please include the following information with your hearing request:

- A. The date you received the permit decision or other decision which you are appealing;
- B. A copy of the decision document;
- C. The findings of fact and conclusions of law you are appealing;
- D. A statement as to whether or not you raised each legal and factual issue during the permit application process;
- E. Suggested revised or alternative permit conditions;
- F. An estimate of the time required for the hearing;
- G. A request, if necessary, for a barrier-free hearing location for physically disabled persons;
- H. A clear indication of any willingness to negotiate a settlement with the Department prior to the Department's processing of our hearing request to the Office of Administrative Law; and
- I. This form completed, signed and dated with all of the information listed above, including attachment to:

1. New Jersey Department of Environmental Protection Office of Legal Affairs
 Attention: Adjudicatory Hearing Requests
 401 East State Street
 P.O. Box 402
 Trenton, NJ 08625-0402

With a copy to:

2. New Jersey Department of Environmental Protection
 Land Use Regulation Program
 Attention: Director
 P.O. Box 439
 Trenton, NJ 08625-0439

Signature: _____

Date: _____

IV. If you are a person other than the applicant or permittee, please include the following information with your hearing request:

- A. The date you or your agent received notice of the permit decision, and a copy of the permit decision;
- B. Evidence that a copy of your hearing request has been delivered to the applicant for the permit decision which is the subject of your hearing request (e.g., certified mail return receipt);
- C. A detailed statement of which findings of fact and/or conclusion of law you are challenging;
- D. A description of our participation in any public hearings held in connection with the permit application and copies of any written comments you submitted;
- E. Whether you claim a statutory or constitutional right to a hearing, and, if you claim such a right, a reference to the applicable statute or an explanation of how your interests are affected by the permit decision;
- F. Suggested revised or alternative permit conditions;
- G. An estimate of the time required for the hearing;
- H. A request, if necessary, for a barrier-free hearing location for physically disabled persons;
- I. A clear indication of any willingness to negotiate a settlement with the Department prior to the Department's processing of the hearing request to the Office of Administrative Law; and
- J. This form completed, signed and dated with all the information listed above, including attachments to

1. New Jersey Department of Environmental Protection Office of Legal Affairs
Attention: Adjudicatory Hearing Requests
401 East State Street
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Trenton, NJ 08625-0402;

With a copy to:

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Date: _____



John S. Hogan
Bergen County Clerk


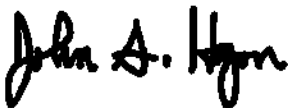
Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergencountyclerk.org/



INSTRUMENT # 16-015733

V 02195 1976

RECORDED DATE: 02/25/2016 02:10:40 PM

Document Type: NON ABSTRACTED DEED	Transaction #: 7120532 Document Page Count: 4 Operator Id: CLERK
RETURN TO: MADISON TITLE AGENCY 1125 OCEAN AVE LAKEWOOD NJ 08701	SUBMITTED BY:
PRIMARY NAME I PARK EDGEWATER LLC	SECONDARY NAME NEW JERSEY STATE OF
ASSOCIATED DOCUMENT(S):	
MUNICIPALITY: EDGEWATER FEES / TAXES: Recording: \$73.00 Total: \$73.00	INSTRUMENT #: 16-015733 Recorded Date: 02/25/2016 02:10:40 PM I hereby CERTIFY that this document is recorded in the Clerk's Office in Bergen County, New Jersey.   John S. Hogan Bergen County Clerk

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

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**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SITE REMEDIATION PROGRAM
OFFICE OF DREDGING & SEDIMENT TECHNOLOGY**
Mail Code 401-06C, P.O. Box 420, Trenton, NJ 08625
Telephone: (609) 633-6801



PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		<p>Approval Date 01/29/2016</p>
		<p>Expiration Date 01/29/2021</p>
<p>Permit Number(s): 0213-15-0001.1 WFD150001</p>	<p>Type of Approval(s): Waterfront Development Permit - IP In-Water Water Quality Certificate</p>	<p>Enabling Statute(s): NJSA 12:5-3 WFD NJSA 13:9A WA NJSA 13:19 CAFRA</p>
<p>Permittee: i.park Edgewater, LLC 485 West Putnam Road Greenwich, CT 06830</p>	<p>Site Location: 45 River Road Municipality: Borough of Edgewater County: Bergen Block(s) & Lot(s): [100; 2]</p>	
<p>Description of Authorized Activities:</p> <p>The remediation of sediments off shore of a former industrial facility through environmental dredging. Environmental dredging will be performed as part of an approved Interim Remedial Measure in the impacted area with approximately 100 cubic yards of sediment being removed from the 0.40 acre project area. The proposed excavation depth is 1.5' below the mudline, up to a maximum depth of 3' below the mudline. Sediment removal will be accomplished via long reach excavator stationed on land and will be performed at low tide. Supernate will be containerized and transported offsite for disposal. Dredged material will be shipped to an offsite location that is approved to accept such material.</p> <p>The remediation will result in the temporary impact of 0.40 acres of intertidal and subtidal shallows (ISS). To insure the restoration of ISS, clean sand shall be used to restore original topography for all areas excavated to a depth greater than 2 feet below the mudline.</p> <p>This permit is issued under and in compliance with the Rules on Coastal Zone Management, N.J.A.C. 7:7.</p>		
<p>Prepared by: Gary Nickerson</p>	<p align="center"> 16-015733 BON ABSTRACTED DEED V Bk: 02195 Pg: 1976-1980 Rec. Fee \$73.00 John S. Hagan, Bergen County Clerk Recorded 02/25/2016 02:10:40 PM Map #: 006701 </p>	<p>Received and/or Recorded by County Clerk:</p>
<p>THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH HEREIN.</p>		
<p align="center">This permit is not valid unless authorizing signature appears on the last page.</p>		

SPECIAL CONDITIONS:

1. **Recording of Permit:** This permit shall be recorded in its entirety in the office of the County Clerk or the Registrar of Deeds and Mortgages for each county where this project is located. Verified notice of this action shall be forwarded to the Division immediately thereafter.

STANDARD CONDITIONS:

1. **Responsibilities:**
 - a. The permittee, its contractors and subcontractors shall comply with all conditions of this permit, authorizing and/or supporting documents and approved plans and drawings.
 - b. A copy of this permit, other authorizing documents, records and information including all approved plans and drawings shall be maintained at the authorized site at all times and made available to Department representatives or their designated agents upon request.
2. **Permit modification:** Plans and specifications in the application and conditions imposed by this permit shall remain in full force and effect so long as the proposed development or any portion thereof is in existence, unless modified by the Department. No change in plans or specifications upon which this permit is issued shall be made except with the prior written permission of the Department. The filing of a request to modify an issued permit by the permittee, or a notification of planned changes or anticipated noncompliance does not stay any condition of this permit.
3. **Duty to minimize environmental impacts:** The permittee shall take all reasonable steps to prevent, minimize or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of this permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit
4. **Proper site maintenance:** While the regulated activities are being undertaken, neither the permittee, its contractors nor subcontractors shall cause or permit any unreasonable interference with the free flow of a regulated feature by placing or dumping any materials, equipment, debris or structures within or adjacent to the regulated area. Upon completion or abandonment of the work, the permittee, its contractors or subcontractors shall remove and dispose of in a lawful manner all excess materials, debris, equipment, silt fences and other temporary soil erosion and sediment control devices from all regulated areas. Only clean non-toxic fill shall be used where necessary.
5. **Sediment control:** Development which requires soil disturbance, creation of drainage structures, or changes in natural contours shall conduct operations in accordance with the latest revised version of "Standards for Soil Erosion Sediment Control in New Jersey," promulgated by the New Jersey State Soil Conservation Committee, pursuant to the Soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et seq. and N.J.A.C. 2:90-1.3-1.14.
6. **Rights of the State:**
 - a. This permit does not convey any property rights of any sort, or any exclusive privilege.

- b. Upon notification and presentation of credentials, the permittee shall allow Department representatives or their designated agents, to enter upon the project site and/or where records must be kept under the conditions of this permit, inspect at reasonable times any facilities, equipment, practices or operations regulated or required under the permit, and sample or monitor for the purposes of determining compliance. Failure to allow reasonable access shall be considered a violation of this permit and subject the permittee to enforcement action.
 - c. The issuance of this permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction, structure or structures. Neither the State nor the Department shall, in any way, be liable for the loss of life or property which may occur by virtue of the activity of development resulting from any permit.
7. **Duty to Reapply:** If the permittee wishes to continue an activity covered by the permit after the expiration date of the permit authorization, the permittee must apply for and obtain a new permit authorization.
8. **Transfer of Permit:** This permit may not be transferable to any person unless the transfer is approved by the Department. Please refer to the applicable rules for more information.
9. **Other Approvals:** The permittee must obtain any and all other Federal, State and/or Local approvals. Authorization to undertake a regulated activity under this permit does not indicate that the activity also meets the requirements of any other rule, plan or ordinance.
10. **Noncompliance:**
 - a. Any noncompliance with this permit constitutes a violation, and is grounds for enforcement action, as well as modification, suspension and/or termination of the permit.
 - b. The permittee shall immediately report to the Department by telephone at (877) 927-6337 any noncompliance that may endanger health or the environment. In addition, the permittee shall report all noncompliance to Bureau of Coastal and Land Use Compliance and Enforcement, 401 E. State Street, 4th Floor, P.O. Box 420, Mail Code: 401-04C, Trenton, NJ 08625, in writing within five business days of the time the permittee becomes aware of the noncompliance. The written notice shall include: a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and, if the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter.
11. **Appeal of Permit:** In accordance with the applicable regulations, any person who is aggrieved by this decision or any of the conditions of this permit may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin. This request must include a completed copy of the Administrative Hearing Request Checklist. The DEP Bulletin is available through the Department's website at <http://www.nj.gov/dep/bulletin> and the Checklist is available through the Division's website at http://www.nj.gov/dep/landuse/download/lur_024.pdf. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see the website www.nj.gov/dep/odr for more information about this process.

PROJECT SPECIFIC CONDITIONS:

1. Issuance of this permit does not in any way relinquish the State's ownership interest in the subject property, if any exists. The project site is located on Tidelands Map(s) 714-2184.
2. This permit only authorizes the removal of sediment during low tide where sediments are not under water. Any change in this construction technique would require a minor permit modification.
3. The permittee shall comply with the Sediments Interim Remedial Measures Workplan (IRM) for this project, Program Interest number 015891 approved by the Department on November 16, 2015. The LSRP for the identified site in this permit Mr. David Thompson, license number 591570. Any modification or changes to the construction activities authorized by this permit and/or the approved plans shall be approved in writing by the Department.
4. The sediment removed from this project is to be shipped to Clean Earth of North Jersey for disposal. The permittee shall notify the Office of Dredging of any change in disposal site.

MITIGATION CONDITIONS:

1. The remediation will result in the temporary impact of 0.40 acres of intertidal and subtidal shallows (ISS).
2. All areas of ISS excavated greater than a depth of two feet below the mudline shall be backfilled with clean sand.

APPROVED PLANS:

The drawings hereby approved are one (1) sheet prepared by Michael F. Bedard, signed May 12, 2015, dated March 2015, entitled: "SITE PLAN, WATERFRONT DEVELOPMENT INDIVIDUAL PERMIT APPLICATION PACKAGE, I-PARK EDGEWATER, LLC, EDGEWATER, BERGEN COUNTY, NEW JERSEY"

Approved By:

Mark C. Davis
 Mark Davis, Acting Supervisor
 Office of Dredging & Sediment Technology

01/29/2016
 Date

*Per
 Madison Title
 1125 Clean Ave
 Lakewood, NJ 08701*