



State of New Jersey

Department of Environmental Protection

DONALD T. DiFRANCESCO
Acting Governor

Robert C. Shinn, Jr.
Commissioner

Green Acres Program
PO Box 412
Trenton, New Jersey 08625
Tel.# 609-984-0631 / Fax # 609-984-0608
www.state.nj.us/dep/greenacres

August 10, 2001

Mr. Joseph Auriemma, Administrator
North Bergen Township
Town Hall
4233 Kennedy Boulevard
North Bergen, New Jersey 07047

Re: Land & Water Conservation Fund Program
Project #: 34-00206 Park (5) Improvement Program

Green Acres Program

Project #: 0908-13-184
0908-13-229
0908-83-068
0908-88-059
0908-89-055
0908-89-071
0908-92-034
0908-93-042

Tenth & 64th Street Park S
Multi Park S
Braddock Athletic Field
Braddock Park III
Blvd East / Bird Sanctuary
46th Street Park
88th Street Park
River View Park Development

Dear Mr. Auriemma:

Thank you for having Mr. Joe Rotondi meet with me on July 23, 2001 to conduct park inspections on the above referenced projects. At the time of inspection all parks were found in compliance with Green Acres and Land and Water Conservation Fund (LWCF) rules. However, the following was noted:

- At the time of inspection, there were signs posted indicating permits are required for the use of the fields at 64th Street Park. However, the signs did not have a contact telephone number or address.
Under N.J.A.C. 7:36-20.7 (f) a contact number or address should be made available so non-Township users know whom to contact to obtain a permit.
- At the time of inspection neither 43rd Street Park (part of Project # 0908-13-229 – Multi Parks) nor Braddock Park had a Green Acres acknowledgement sign posted. Additionally, Boulevard East did not have a LWCF sign posted.

Replacement of the signs are necessary to meet compliance regulations, under N.J.A.C. 7:36-20.9(b) and 675.9 (g) of the LWCF Grants Manual.

At the conclusion of the inspections I gave Mr. Rotondi two (2) Green Acres signs and three (3) Land and Water signs. Please post the appropriate signs at the appropriate parks.

During the course of the inspections Mr. Rotondi and I discussed several issues, namely the availability of funding from Green Acres and perhaps other sources, proposed upgrades to the Township parks and whether these upgrades would be "fundable" through Green Acres and possible changes in use for the Bird Sanctuary.

- After talking with Martha Sapp, Team Leader for the Development Team, I confirmed that Green Acres is currently the only funding source for parks and recreation. However, the Federal Land and Water Conservation Fund may soon start funding recreation projects. In addition, Ms. Sapp recommended contacting the Department of Community Affairs as they have given small grants and loans for recreational projects.
- Regarding funding for proposed upgrades to various parks within the Township – although I cannot guarantee Green Acres funding for any of these projects, we have and continue to fund development projects that involve the resodding and/or laying of artificial turf on sports fields, installation of rubberized play surfaces, rehabilitating play equipment so as to meet the Americans with Disability Act (ADA) requirements, building of new soccer fields and the resurfacing of running/walking tracks. However, we have not, and Ms. Sapp suspects Green Acres will not in the future, fund the placement of surveillance cameras in parks.
- Lastly, concerning the Bird sanctuary – although the residents of the area are fortunate to have such a natural oasis amid the bustle of the urban landscape, I understand the difficulty the Township is facing trying to keep the area clean of both trash and unsavory activities. In order to help rectify the problems encountered at this park the Township can remove some of the smaller trees and bushes to create a more open area, develop the area so it better resembles that of River View park or, if feasible, request that the area be developed into a disabled park with the help of the United Cerebral Palsy of Hudson County and perhaps Green Acres. If the Township decides to develop this area for active recreation please notify Dave Smith, Team Leader of the Bureau of Legal Services and Stewardship, of your proposed plans.

For your information, Martha Sapp can be reached at 609-984-0500. Dave Smith can be reached at 609-984-0631.

We appreciate the efforts you have made thus far in maintaining your facilities, for we

understand the difficulties accompanying these operations. It is our continuing concern that the projects acquired and developed with Green Acres funds be operated and improved in accordance with the project agreements.

If you have any questions or concerns, please do not hesitate to call me at (609) 341-2054. Your continued cooperation in these matters is greatly appreciated.

Regards,

Nancy M. Lawrence

Nancy Lawrence
Compliance Officer
Bureau of Legal Services and Stewardship



State of New Jersey

Department of Environmental Protection

Richard J. Codey
Acting Governor

Bradley M. Campbell
Commissioner

Green Acres Program
PO Box 412
Trenton, New Jersey 08625
Tel.# 609-984-0631 / Fax # 609-984-0608
www.state.nj.us/dep/greenacres

December 19, 2005

Mr. Christopher Pianese, Administrator
North Bergen Town Hall
4233 Kennedy Boulevard
North Bergen, New Jersey 07047

Re: Green Acres Program

Project #:

| |
|-------------|
| 0908-13-184 |
| 0908-13-229 |
| 0908-83-068 |
| 0908-88-059 |
| 0908-89-055 |
| 0908-89-071 |
| 0908-92-034 |
| 0908-93-042 |

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|--|
| Tenth & 64 th Street Park S |
| Multi Park S |
| Braddock Athletic Field |
| Braddock Park III |
| Fredman Park |
| 46 th Street Park |
| 88 th Street Park |
| River View Park Development |

Dear Mr. Pianese:

Thank you for having Mistfers Scott Tuccillo and Matthew Cinici meet with me on December 8, 2005 to conduct park inspections on the above referenced projects. At the time of inspection all parks were found in compliance with Green Acres rules except for the following:

43rd St, 64TH St, Park, and 82ND St Parks did not have Green Acres acknowledgement signs posted. Replacement of the signs are necessary to meet compliance regulations, under *N.J.A.C. 7:36-20.9(b)*.

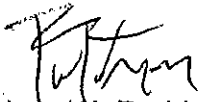
In order to assist the Township in meeting the Green Acres regulations involving the placement of signs at Green Acres-funded parks, this office will forward you, under separate cover, three (3) Green Acres signs. Upon receipt, please post the acknowledgement signs and forward to my attention confirmation that the signs have been posted and a description of their locations. Maintenance of these signs will become the responsibility of the Township from this point forward.

We appreciate the efforts you have made thus far in maintaining your facilities, for we

understand the difficulties accompanying these operations. It is our continuing concern that the projects acquired and developed with Green Acres funds be operated and improved in accordance with the project agreements.

Green Acres' next inspection of your parks will be in 2008. If you have any questions or concerns, please do not hesitate to call me at (609) 341-2054. Your continued cooperation in these matters is greatly appreciated.

Regards,

A handwritten signature in black ink, appearing to read 'R. Rodriguez', is positioned above the typed name.

Robert W. Rodriguez
Compliance Officer
Bureau of Legal Services and Stewardship



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

GREEN ACRES PROGRAM

BUREAU OF LEGAL SERVICES AND STEWARDSHIP

Mail Code 501-01

P.O. Box 420

Trenton, NJ 08625-0420

TEL. (609) 984-0631 FAX (609) 984-0608

www.njgreenacres.org

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

March 16, 2011

Mr. Christopher Planese, Administrator
North Bergen Township
Town Hall
4233 Kennedy Boulevard
North Bergen, New Jersey 07047

Re: Green Acres Program

Project #: 0908-13-184
0908-13-229
0908-83-068
0908-88-059
0908-89-055
0908-89-071
0908-92-034
0908-93-042
0908-96-111
0908-02-026
0908-91-059

Tenth & 64th Street Parks
Multi Parks
Braddock Athletic Field
Braddock Park III
Blvd East / Bird Sanctuary
46th Street Park
88th Street Park
River View Park Development
74th Street Park
Bruin Stadium
Soccer Field Development

LWCF

Project #: 34-00206

Parks Improvement Program

Dear Mr. Planese:

On November 18, 2010, Green Acres and Land & Water Conservation Fund (LWCF) compliance inspections were conducted on the projects listed above. I appreciate the time that Joe Rotundi made available to accompany me on the inspections that day. Our office inspects Green Acres and LWCF funded properties to ensure compliance with project agreements, the Green Acres regulations in N.J.A.C. 7:36-25, LWCF regulations and Green Acres laws. The following compliance issues were observed during the inspection:

Green Acres Project # 0908-13-184, 0908-13-229 and 0908-92-034: At the time of inspection, it was observed that the 10th Street, 64th Street, 82nd Street and 88th Street Parks did not have a Green Acres acknowledgement sign posted. Replacement of the signs is necessary to meet compliance regulations, N.J.A.C. 7:36-25.12(a).

LWCF Project # 34-00206 Parks Improvement Program: At the time of inspection it was observed that 71st Street, 10th Street, Columbia & 70th Street, 64th Street, and 46th Street Parks did not have a LWCF acknowledgement sign posted. Replacement of the signs is necessary to meet compliance regulations, under Chapter 7(C)(1) of the LWCF Grants Manual.

In order to assist the Township in meeting the Green Acres and LWCF regulations involving the placement of signs at funded parks, six (6) LWCF and four (4) Green Acres acknowledgement signs were provided at the time of inspection. Please post these acknowledgement signs as indicated and forward to my attention confirmation that the signs have been posted and a description of their location. Maintenance of these signs will become the responsibility of the City from this point forward.

Project # 0908-88-059, 0908-83-068, 0908-02-026 and 0908-91-059 James Braddock County Park: At the time of inspection it was observed that a Green Acres funded softball practice field immediately adjacent to the North Bergen football field at Braddock County Park (Block 437.02, Lot 1) was removed and replaced by school trailers (see aerial photos attached). Green Acres funding was used by the Township of North Bergen to build a softball field on Hudson County parkland subject to a long term lease agreement between the County and Township. It appears that seventeen (17) trailer units serving as a North Bergen-run preschool are located on the County Park. During the inspection it was also found that the parking lot area adjacent to the football field and school trailers are used for teacher and North Bergen Parking Authority parking. Our records do not indicate North Bergen Township or Hudson County ever making application or receiving prior approval to remove the Green Acres-funded field and place school trailers on the park property. The placement of school trailers and other parking uses on Green Acres-encumbered parkland is a violation of the Green Acres regulations (see N.J.A.C. 7:36-25.2), which states that a local government unit shall not divert to a use other than recreation and conservation purposes any funded or unfunded parkland without prior approval from the Commissioner of the Department of Environmental Protection and the State House Commission. The Township will need to take immediate action to address this issue.

In order to resolve this compliance issue, please submit to this office a plan that includes a reasonable timetable for the removal of the school trailers from the Green Acres-funded property and restoration of the site to its preexisting park condition by **April 22, 2011**. The Township will want to coordinate the resolution of this issue with the County, as they are the owners of the property. The County has received a similar post-inspection letter detailing this specific compliance issue. If the Township can successfully demonstrate to the Department's satisfaction that it cannot relocate the school trailers to a non-parkland location, then the Township will want to request diversion pre-application meeting to discuss the process for legalizing a past diversion and seeking approval of the Department of Environmental Protection Commissioner and State House Commission. Please keep in mind that a diversion of parkland of this type would require a minimum replacement land ratio of 5:1. (see N.J.A.C. 7:36-26 for the diversion process). To schedule a diversion pre-application meeting please contact Robert Rodriguez of our office at the phone number listed below.

In addition, at the time of inspection an updated lease agreement between the Township of North Bergen and Hudson County for the use of certain recreation facilities at Braddock Park was not provided. Our file indicates that the lease for this facility expired on July 31, 2008. Under N.J.A.C. 7:36-25.13, a local government shall submit a proposed lease or agreement to the Green Acres office for review and approval at least 45 days prior to its execution. Please forward to our office a copy of the draft lease agreement for review. If no lease agreement exists; please confirm that. Please understand that without an agreement the management and maintenance of the facility reverts back to County.

In order to address the above compliance issues please submit to this office by **April 22, 2011** the following:

- 1) Confirmation that the Green Acres and LWCF signs have been posted and a description of their location.
- 2) A plan that describes the reasonable timetable for the removal of the school trailers from James Braddock Park and the restoration of the area to its preexisting park condition.

- 3) A copy of the existing lease agreement between the County and North Bergen Township over the use and management of a portion of James Braddock Park or confirmation that no lease exists.

Please keep in mind that failure by the Township to comply with the Green Acres regulations, especially those uses of parkland that do not support recreation and/or conservation, may affect the Township's eligibility to receive additional Green Acres funding including disbursements of additional funding under previously approved applications. The use of parkland for other than recreation and/or conservation purposes is considered a diversion of parkland and requires approval from the Commissioner of the Department Environmental Protection and the State House Commission. If the County seeks to divert parkland our office should be contacted immediately to discuss the diversion process.

We appreciate the efforts you have made thus far in maintaining your facilities, for we understand the difficulties accompanying these operations. It is our continuing concern that the properties acquired and developed with Green Acres and/or Land and Water Conservation funds be operated and improved in accordance with the project agreements and the regulations.

Green Acres next inspection of your parks will be in 2013. If questions arise regarding the use or stewardship of Green Acres encumbered parkland or Land & Water Conservation Fund parkland before the next inspection, please contact Robert Rodriguez, Hudson County Steward, at (609) 341-2056. If you have any questions or concerns regarding the inspections, please do not hesitate to call me at (609) 984-0629. Your continued cooperation in these matters is greatly appreciated.

Sincerely,



Thomas Stevens
Compliance Inspector
Bureau of Legal Services & Stewardship

Enclosure (2)

- c: Abraham Antum, Administrator, Hudson County
Thomas McCann, Division Chief, Hudson County Park
David Glass, Deputy Chief of Staff, DEP (via email)
Rich Boornazian, Administrator, Green Acres Program (via email)
Martha Sapp, Chief of Local and Non-Profit Assistance, Green Acres Program (via email)
Judeth Yeany, Chief of Legal Services and Stewardship, Green Acres Program (via email)
Phillip Collins, Project Manager, Green Acres Program (via email)
Robert Rodriguez, Compliance Officer, Green Acres Program (via email)

From: Robert Rodriguez
To: Yeany, Judith; Sapp, Martha; Collins, Phillip; Boornazian, Richard
Cc: Randazzo, Cindy; Glass, David
Subject: Update on illegal school trailers - North Bergen/Hudson County
Date: Monday, April 11, 2011 9:29:50 AM

The following is an update to the North Bergen/Hudson County illegal school trailers situation at North Hudson County Park a Green Acre funded facility.

I met with North Bergen Township and Hudson County officials on 4/5/2011 to discuss how to resolve the illegal diversion of the Township's school trailers on County parkland. This meeting was prompted by our Bureau's post inspection letter sent last month to both parties threatening to withhold funding if the illegal diversion is not resolved. [REDACTED]

At the meeting, the Township stated that the relocation of those trailers would result in their destruction as they are antiquated. The Township believes that they may be able to get the North Bergen Board of Education to remove the trailers from the park and relocate the students to another classroom location that is not parkland by September 2012. It was discovered that no legal agreement between the parties or with the school board exists that allows this use or the trailers on parkland. The parties verbally agreed on a two-prong approach to resolving the issue. This approach is briefly described below and will be further explained by correspondence from both parties to our office by April 22, 2011. [REDACTED]

1. Allow the parties to enter into temporary lease agreement over the existing trailers in accordance with NJAC 7:36-25.14 (lease agreement for non-rec/non-con use). This agreement will outline the exit strategy of the school. The agreement will be for two years or less. This term should be sufficient time for the Township and BOE to relocate the school children to a more appropriate facility, remove the trailers and restore of the park property. The agreement will contain requirements for specific progress points and reporting during the two years. There will be some rental payments. The agreement will require insurance. Green Acres will have to review and approve the agreement. It is anticipated that the agreement will begin in July 2011. We should expect to receive a draft agreement in May 2011

2. The County and Township plan on filing of diversion pre-application for the extension of the lease agreement beyond two years. The parties recognized that there may be some unforeseen situation whereas the trailers cannot be removed within the allowable timetable in the lease agreement described in #1 above. The diversion would be for a longer term lease agreement for the school trailers and would include land and cash compensation. Any approval of this diversion would still require the removal of the trailers after the end of the longer lease agreement. The County and Township plan to submit a diversion pre-application by December 2011 and this would be requirement in the temporary lease agreement. If during the temporary lease agreement it is evident that the trailers CANNOT be removed the County/Township will advance the diversion application by submitting a final application and eventually seek approval from the DEP Commissioner and State House Commission. If it seems that progress is being made in accordance with the temporary lease agreement as described in #1 above then the County/Township will withdraw the diversion application.

[REDACTED]

-Rob

Robert W. Rodriguez

Ex. B

Bureau of Legal Services and Stewardship
Green Acres Program
NJ Department of Environmental Protection
Voice: (609) 341-2056
Fax: (609) 984-0608
Email: robert.rodriguez@dep.state.nj.us
Website: www.njgreenacres.org

Mailing Address:
Mail Code 501-01
Robert W. Rodriguez
DEP-Green Acres
P.O. Box 420
Trenton, NJ 08625

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. The Parties.

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

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

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

Section 2. The County.

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

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

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

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

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

Section 3. The Township.

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

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

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

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

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

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

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

Section 4. Conditions.

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

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

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

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

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

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

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

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

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

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

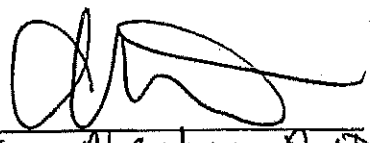
Section 13. Indemnification.

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

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

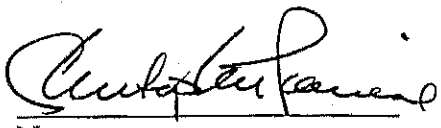
IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2014.

County of Hudson


Name: Abraham ANTON
Title: County Administrator

Dated:

Township of North Bergen


Name: _____
Title: _____

Dated: 10/28/14

STATE OF NEW JERSEY)
: SS
COUNTY OF HUDSON)

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

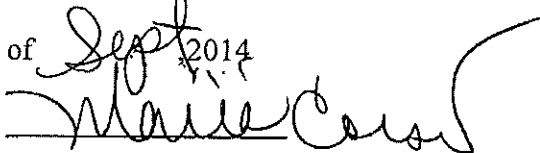


ALBERTO G. SANTOS, CLERK
BOARD OF CHOSEN FREEHOLDERS

Subscribed and sworn to

before me this 22nd day

of Sept. 2014



Maria Corso

MARIA CORSO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 27, 2018
ID# 2102977

EXHIBIT A

AREA MAP OF BRADDOCK PARK

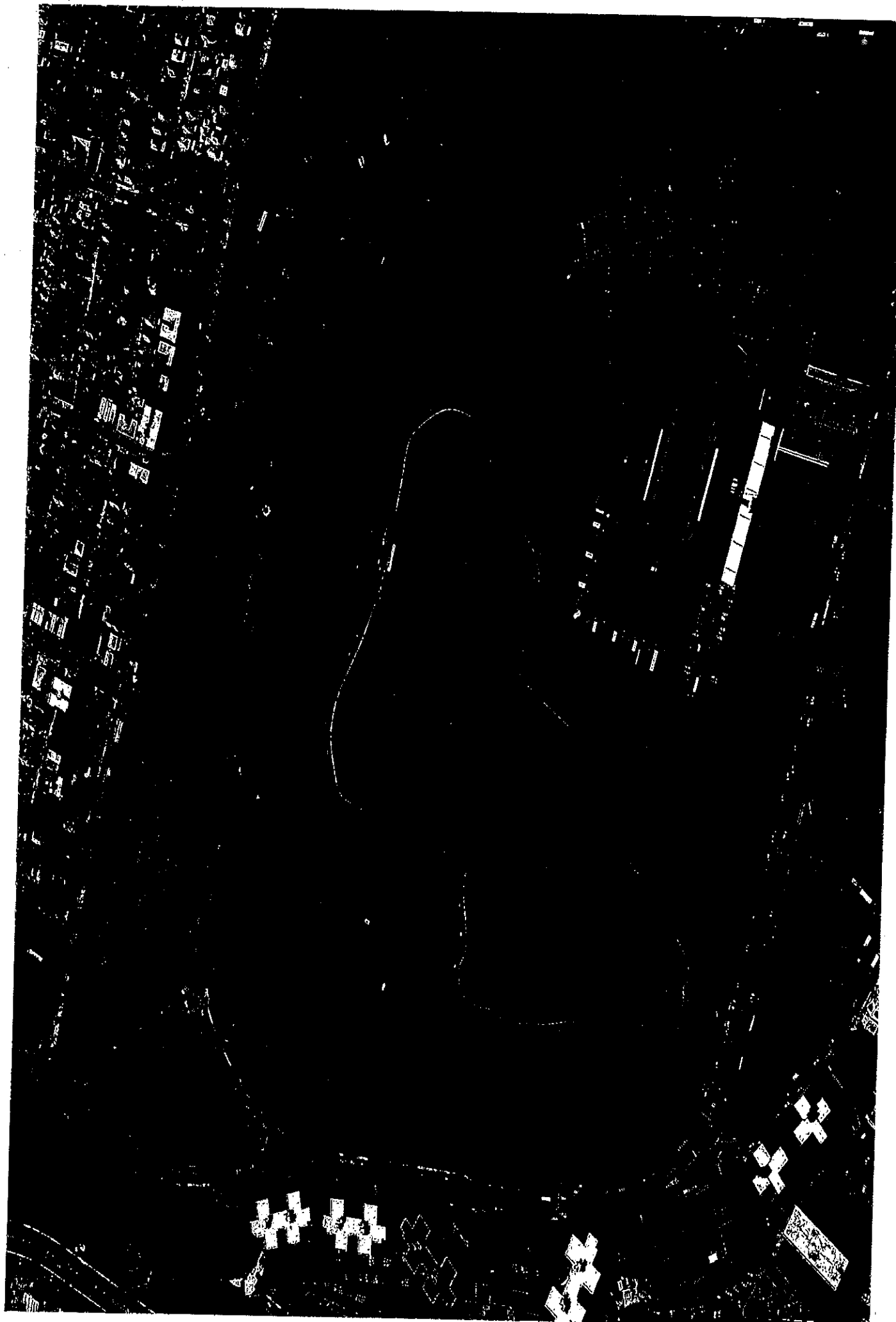


EXHIBIT B

LEASE BETWEEN NORTH BERGEN AND COUNTY OF HUDSON

LEASE AGREEMENT

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

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

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

UPON THE FOLLOWING CONDITIONS AND COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. General Liability

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

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

b. Workers Compensation and Employers Liability Insurance

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

c. Property Insurance

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

d. Motor Vehicle Liability

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

e. Any Other Insurance Required by Law

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

f. Additional Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **ADDITIONAL PROVISIONS**

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

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

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

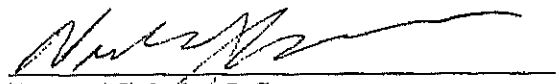
appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for an shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators personal or legal representatives,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

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


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

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

TENANT:
Township of North Bergen


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

LANDLORD:
County of Hudson


By: Thomas A. DeGise
Hudson County Executive

STATE OF NEW JERSEY)
:SS
COUNTY OF HUDSON)

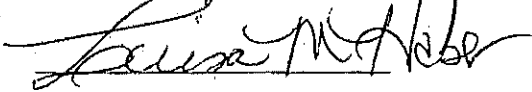
BE IT REMEMBERED, that on this 14th day of October Two Thousand and
Eleven before me, the subscriber, L. Haber personally appeared
Erin Barillas, who being by me duly sworn according to law, on her/his
oath says that she/he is the clerk of the TOWNSHIP OF NORTH BERGEN and that
NICHOLAS J. SACCO is the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

Erin Barillas as Clerk, subscribed her/his
name thereto.



Erin Barillas
Town Clerk, North Bergen

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



Notary public

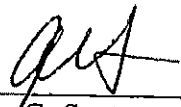
OFFICIAL SEAL
LUSA M. HABER
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES 04/30/2013

STATE OF NEW JERSEY)

:SS

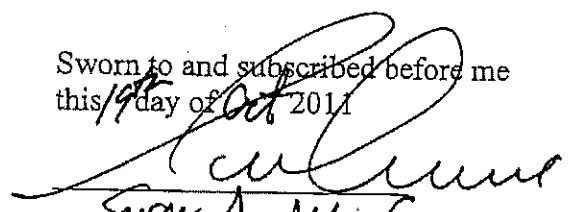
COUNTY OF HUDSON)

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



Alberto G. Santos
Clerk of Board of Chosen Freeholders

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



Susan A. McCarrie
Notary public
Attorney, STATE OF N.J.

EXHIBIT C

AREA OF MAP OF PARCEL WITH PLACEMENT OF SCHOOL TRAILERS

To be submitted

EXHIBIT D

AMENDED LEASE BETWEEN NORTH BERGEN AND COUNTY OF HUDSON

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

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

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

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

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

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

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

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

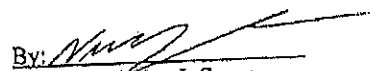
3. Except as amended by this Agreement, the Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

Date: November 22, 2011

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


Dated:

TOWNSHIP OF NORTH BERGEN

By: 
Mayor Nicholas J. Sacco

Dated:

THE COUNTY OF HUDSON

By: 
Thomas A. DeGise

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

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

 Township Clerk

EXHIBIT A

December 1, 2011

School Board Resolution authorizing "Preschool Relocation Committee"

December 31, 2011

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

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

July 1, 2012

Documentation of DOE approval of new site

September 1, 2012

Documentation of closing on property purchase

November 30, 2012

Preliminary Design for new site

January 31, 2012

Final Design of new site

April 30, 2013

Documentation of park restoration plans

July 1, 2013

Removal/restoration beings

September 1, 2013

Restoration complete

EXHIBIT E

SECOND AMENDED LEASE BETWEEN NORTH BERGEN AND THE COUNTY OF HUDSON

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(THIS SPACE LEFT INTENTIONALLY BLANK)

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


Dated:

TOWNSHIP OF NORTH BERGEN

By: 
Mayor Nicholas J. Sacco

Dated:

THE COUNTY OF HUDSON

By: 
Abraham Antun
County Administrator

STATE OF NEW JERSEY)

COUNTY OF HUDSON)

BE IT REMEMBERED, that on this 20th day of June, Two Thousand

and Thirteen, before me, the subscriber, a _____ personally appeared

ALBERTO G. SANTOS, who being by me duly sworn according to law, on his oath says

that he is the Clerk of the Board of Chosen Freeholders of the County of Hudson and that

ABRAHAM ANTUN, is the County Administrator, that he knows the corporate seal of

said County of Hudson and that the seal affixed to the foregoing instrument is the seal of

said County; that the said ABRAHAM ANTUN as County Administrator signed said

instrument and affixed said seal thereto as his voluntary act and deed for the uses and

purposes therein expressed, in attestation whereof, he the said ALBERTO G. SANTOS,

as Clerk, subscribed his name thereto.

ALBERTO G. SANTOS, CLERK
BOARD OF CHOSEN FREEHOLDERS

Subscribed and sworn to

before me this 28th day

of June, 2013

Maria Costa

MARIA CORSO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 27, 2012
ID# 2108977

ID# 2108977

EXHIBIT A

January 1, 2014

Removal of school trailers/restoration of Braddock Park area begins

February 21, 2014

Restoration of Braddock Park area complete

EXHIBIT F

PURCHASE AGREEMENT – 1811 PATERSON PLANK ROAD, NORTH BERGEN

AGREEMENT OF SALE

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

The parties hereto agree as follows:

1. Agreement to Sell and Purchase.

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

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

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

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

2. Purchase Price.

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

3. The Closing.

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

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

4. Representations, Warranties and Covenants of the Seller.

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

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

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

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

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

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

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

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

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

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

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

paint, open permits or private well testing.

5. Representations and Warranties of Purchaser.

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

6. Pre-Closing Covenants of Seller.

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

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

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

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

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

7. Condition of Title-Title Insurance.

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

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

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

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

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

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

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

8. Adjustments, Apportionments and Expenses.

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

the day preceding the Closing:

A. Real estate taxes on the basis of the calendar year for which assessed;

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

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

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

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

9. Provisions with Respect to the Closing.

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

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

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

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

10. Governmental Approval Contingency.

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

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

11. *Due Diligence.*

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

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

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

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

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

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

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

12. *Condition of Property.*

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

13. *Bulk Sale.*

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

14. Real Estate Broker.

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

15. Survival and Indemnity.

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

16. Further Assurances.

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

17. Notices.

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

18. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

19. Assignment.

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

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

20. Recording.

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

21. Condition of Property.

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

22. Pay to Play.

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

(THIS SPACE INTENTIONALLY LEFT BLANK)

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

WITNESS/ATTEST:

SELLER: 1811 PPR LLC

By: _____
Joe Slusarczyk, Managing Manager

PURCHASER: COUNTY OF HUDSON

By: _____
Abraham Antun, County Administrator

EXHIBIT A

PROPERTY DESCRIPTION

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

EXHIBIT G
RESOLUTION OF COUNTY OF HUDSON

To be submitted

EXHIBIT H

RESOLUTION OF THE TOWNSHIP OF NORTH BERGEN

To be submitted

