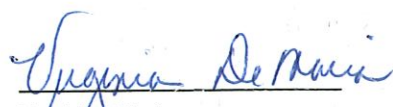


TOWNSHIP OF ROCHELLE PARK

RESOLUTION NO. 2008 - 84

A RESOLUTION - AUTHORIZING EXECUTION OF DEVELOPER'S AGREEMENT

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	
							I hereby certify that the above Resolution was
COMM. KOVALCIK			✓				duly adopted by the Township Committee of the
COMM. LOTZ	✓		✓				Township of Rochelle Park at a meeting held
COMM. STROHMEYER		✓	✓				On April 16, 2008
COMM. VALENZUELA			✓				
MAYOR SCARPA			✓				 Municipal Clerk

WHEREAS, SAC Realty, LLC and Rochelle Park Holdings, LLC filed an application with the Planning Board of the Township of Rochelle Park requesting amended site plan approval for the purpose of adding additional parking at their current location and to permit the continuation of valet parking; and

WHEREAS, this application relates to premises known and designated on The official Tax Map of the Township of Rochelle Park as Block 18.01, Lot 1 and Block 19.02, Lot 1; and

WHEREAS, the Planning Board approved the application and memorialized the same on August 23, 2007; and

WEREAS, pursuant to the approvals granted by the Planning Board, a Developer's Agreement was to be prepared and executed by the developer prior to commencement of construction; and

WHEREAS, the aforesaid Developer's Agreement was prepared by the attorney for the Planning Board and reviewed by the Township Attorney who has approved the content and form of the same;

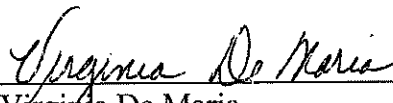
NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Rochelle Park, County of Bergen and State of New Jersey, as follows:

1. The Mayor be and he is hereby authorized and directed to execute, on behalf of the Township of Rochelle Park, a Developer's Agreement in the matter of the site plan application of SAC Realty, LLC and Rochelle Park Holdings, LLC;

2. The Developer's Agreement shall include copies of all Resolutions and engineering review reports prior to its execution;
3. The approval shall be subject to appropriate escrow deposits and performance bonds in accordance with the directions of the Township Engineer.

NOW THEREFORE BE IT FURTHER RESOLVED that the Township Clerk be and she is hereby authorized and directed to forward certified copies of the within Resolution to the Township Attorney, the Attorney for the Planning Board, the Township Engineer and the Rochelle Park Building Department.

Attest:



Virginia De Maria
Municipal Clerk

JOSEPH J. ROTOLO

ATTORNEY AT LAW

50 SUMMIT AVENUE

HACKENSACK, NEW JERSEY 07601

OFFICE (201) 343-0088

TELECOPIER (201) 343-0006

EMAIL: rotolo.law@verizon.net

ADMITTED TO PRACTICE
IN NEW JERSEY & NEW YORK

March 28, 2008

Honorable Joseph Scarpa
and Members of the Township Committee
The Township of Rochelle Park
151 West Passaic Street
Rochelle Park, N.J. 07662

RE: SAC Realty, LLC/ Rochelle Park Holdings, LLC
Developer's Agreement
Our File No. RP 259

Dear Mayor Scarpa and
Members of the Township Committee:

In connection with the above referenced matter I enclose herewith three copies of proposed Developer's Agreement between SAC Realty, Rochelle Park Holdings, LLC and the Township of Rochelle Park.

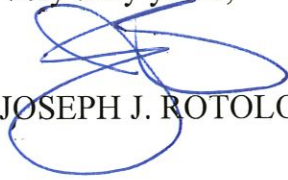
Please note that this Agreement was prepared by the Planning Board Attorney, Brian T. Giblin, Esq. and is based upon the Resolutions and other formal action of the Planning Board.

I have also reviewed the proposed Developer's Agreement and find it to be acceptable. In view of the fact that the Agreement has been approved as to form and substance, I have prepared the enclosed Resolution authorizing the execution of the Developer's Agreement by Mayor Scarpa and the Township Clerk.

If the enclosed Resolution meets with your approval, please place on the next available agenda for adoption. Once the Resolution is adopted, the Mayor and Township Clerk should execute the enclosed Agreements, retain one for the Township's records and return the other two to Brian T. Giblin, Esq. for distribution.

Thank you very much.

Very truly yours,


JOSEPH J. ROTOLO, ESQ.

JJR:at
encl

DEVELOPER'S AGREEMENT

**IN THE MATTER OF THE
SITE PLAN APPLICATION OF**

**Rochelle Park Holdings, L.L.C. and
SAC Realty, L.L.C.**

**PREMISES: Block 18.01, Lot 1
Block 19.02, Lot 1**

**Rochelle Park
Bergen County, New Jersey**

**PREPARED BY: Brian T. Giblin, Esq.
Giblin & Giblin, Esqs.
Two Forest Avenue
Oradell, NJ 07649
(201) 262-9500**

DEVELOPER'S AGREEMENT

**IN THE MATTER OF THE
SITE PLAN APPLICATION OF**

**SAC Realty, L.L.C.
Rochelle Park Holdings, L.L.C.**

**PREMISES: Block 18.01, Lot 1
Block 19.02, Lot 1**

THIS AGREEMENT is made and entered into this 16 day of April, 2008, by and between SAC Realty, L.L.C. and Rochelle Park Holdings, L.L.C., whose present address is 26 Journal Square, 16th floor, Jersey City, New Jersey, being hereinafter referred to as "Developer" and the TOWNSHIP OF ROCHELLE PARK (hereinafter referred to as "Township"), whose address is 151 West Passaic Street, Rochelle Park, New Jersey 07662;

WHEREAS, the Developer is actively engaged in developing property known as Block 18.01, Lot 1 and Block 19.02, Lot 1 ("The Property") for various medically related uses; and

WHEREAS, in accordance with approvals of the Planning Board of the Township of Rochelle Park (hereinafter referred to as "Board"), it is mutually agreed by and between the parties hereto as follows:

1.A. IMPROVEMENTS AND WORK TO BE DONE: The Developer shall make, install, and perform, at its sole cost and expense all the improvements and work as set forth in the Plans submitted in

connection with this application, consisting of the following plans:

Preliminary and Final Major Site Plan for Bristol Manor and Chateau at Rochelle Park, Tax Block 19.02, Lot 1 and Tax Block 18.01 Lot 1, Township of Rochelle Park, Bergen County, New Jersey prepared by Korzen Engineering and dated April 10, 2007.

Said plans are attached hereto as Exhibit "A".

1.B. COMPLIANCE WITH RESOLUTION: The Developer agrees to and has complied with, all requirements of the Township of Rochelle Park's Planning Board Resolutions for the property, memorialized on August 23, 2007 (the "Resolution"), which Resolution is attached hereto as Exhibit "B" and made a part of this Developer's Agreement.

2. ORDINANCE AND REGULATIONS: All of the work related to the development shall be completed in accordance with the applicable ordinances, codes, rules and regulations in a good and workmanlike manner. The Developer shall comply with the applicable provisions of the site plan ordinance, building code, and all other regulations of the Township, whether set forth herein or not; and the Developer agrees that should it fail to comply with said ordinances, codes, rules or regulations, then the appropriate Township official shall provide notice to the Developer of said failure and permit said Developer reasonable time to cure said failure or violation; then the appropriate Township official shall have the right to suspend all building permits and to refuse to issue additional Certificates of

Occupancy until compliance is satisfactory.

The Developer shall comply with all municipal requirements relating to construction of commercial properties or retail establishments as the same apply to the specific designated uses.

To the extent that the same are applicable, the Developer shall also comply with all rules, directives, regulations and requirements of the Township Board of Health, Property Maintenance Department, Police Department and County of Bergen.

3. **SOIL EROSION and DRAINAGE FACILITIES:** The Developer shall install all storm drainage facilities, manholes, inlets, pipes, connections and curb lines, and all other appurtenances necessary for proper construction and operation of the storm drain system as shown on the subdivision plan, site plan and/or other drawings referred to herein together with such necessary changes as shall be installed and laid out in such manner as may be approved by the Township Engineer. Nothing herein shall impair, abridge, restrict or modify the lawful jurisdiction of the Township of Rochelle Park, County of Bergen and/or the New Jersey Department of Environmental Protection to require the installation of additional storm sewers, drains or facilities which it may lawfully require in connection with the development in connection with all matters over which it has lawful jurisdiction.

The Developer shall perform all work on the Property in accordance with any soil erosion and sediment control plans which have been or may be approved by the appropriate authority.

4. **ESCROW DEPOSITS:** An escrow deposit in the amount of \$1,000.00 for legal fees and \$2,500.00 for engineering review payable to the Township of Rochelle Park.

5. **LANDSCAPING:** Pursuant to the Resolution of the Planning Board, the Developer shall conform to the landscaping plans reflected on the plans submitted at the Planning Board meeting, subject to the approval of the Township Engineer. The Developer shall comply in all respects, with the provisions of that landscaping plan.

6. **COMPLETION PLAN:** The Developer shall, within a period of 365 days following the date of execution of the within Agreement, unless extended by the Township which extension shall not be unreasonably withheld, complete the site improvements of the grading and construction of all necessary portions of the roadways, curbs, sidewalks where required, curb cuts, water lines, and any other work as may be approved or required by the appropriate agency having jurisdiction thereof, storm drains, water main, fire hydrants where shown, other utilities where applicable, and the appropriate approval of the County of Bergen, the New Jersey Department of Environmental Protection and the New Jersey Department of Transportation. Nothing herein shall limit the right of the Developer under the MLUL to amend and/or modify the plans and the resolution. The Planning Board's Resolution of site plan approvals and the improvements which are shown on the approved plans, as amended, and not specifically mentioned herein,

shall be considered a part of this Agreement. Said Resolution, maps and plans being made a part of this Agreement by reference except for such necessary changes as may be required and approved by the appropriate Township authority. The Developer shall construct such improvements as may be deemed reasonably necessary to effectuate the intent and purpose of the Ordinances of the Township of Rochelle Park as determined by the appropriate Township authority.

The sequence of work when commenced shall be under the jurisdiction of the Township Engineer and/or the Township Construction Code Official who shall require that any special condition may be set forth in the Resolution of the Planning Board with respect to work to be first performed shall be satisfied, and that otherwise work shall proceed in a manner which, in the judgment of the Township Engineer and/or the Township Construction Code Official, is not injurious to the public interest.

7. PERFORMANCE GUARANTEES.

Prior to the issuance of any construction permits, if the improvements required hereunder shall not have been installed, or completed, in accordance herewith and approved and certified to the Township Engineer, then the Developer shall file with the Township Clerk, a performance bond with surety, satisfactory to the Township, and approved by the attorney for the Board, in the amount of \$30,000.00, or cash equivalent, for the installation of the improvements required hereunder, and for the performance of

the terms and conditions of this Agreement.

The foregoing performance guarantee is conditioned for the satisfactory installation of the improvements required hereunder, and for the performance of the terms and conditions of this Agreement within the time specified thereunder and compliance with the Township Ordinances and applicable rules and regulations of the Township and its agencies. The Developer further agrees to post such additional performance guarantees in the required amounts as may be necessary. It is specifically understood and agreed by the Developer that the reduction in the amount of any performance guarantee will not constitute an acceptance or approval of any improvements.

Upon default by the Developer, the Township shall be entitled to all the rights and remedies as provided in N.J.S.A. 40:55D-53 as well as the rights and remedies as provided by general law and case law. It is also agreed that at the option of the Township, the Township can demand specific performance of the within Agreement or, in the alternative, payment of costs, expenses, fees and damages in order to fulfill the terms of this Agreement and the requirements of all applicable Township ordinances and rules and regulations of the Township and its agencies, without first doing the work at its own cost and expense. Said performance guarantee shall also cover all attorneys' fees, costs of suit, and any other municipal expenses incurred as a result of the enforcement of this Agreement.

8. **CERTIFICATES OF OCCUPANCY:** No Certificates of Occupancy shall be issued for any site improvements located within the Property until all required site improvements are either installed or appropriately bonded.

9. **AS-BUILT DRAWINGS:** The Developer shall provide to the Township Engineer and Construction Code Official an as-built location/topographic survey signed and sealed by a land surveyor licensed in the State of New Jersey.

10. **EDICATION OF STREETS AND CONVEYANCES TO TOWNSHIP:**

(a) The Developer shall dedicate to the public use, if applicable, all streets and areas lying within the bed of each street and the improvements therein and such other aforesaid areas by deed or other acceptable method of conveyance as set forth herein, provided however, that this Agreement shall not constitute an acceptance by the Township of such streets and improvements therein in other areas, until such time as the Township may formally adopt a Resolution the dedication after the recommendation of, among others, the Township Engineer, which shall take place after release of the maintenance bond.

Until such time as the Developer has completed all the public improvements, including roadways, and the Township has accepted the same by formal Resolution, the Developer shall be responsible to maintain said roads and keep same free of all snow and other debris so as to give access to fire and other emergency and police vehicles which may render assistance with said subdivision and/or

site.

(b) The Developer agrees to deliver to the Township of Rochelle Park a deed, free and clear of all liens and encumbrances and conditions, and containing a metes and bounds description for all new streets, easements, rights-of-way, playgrounds, and other areas to be dedicated to the Township of Rochelle Park, together with a title binder indicating that the Developer has clear and marketable title. The conveyance by the Developer to the Township shall be in a manner approved by the Planning Board Attorney and Township Attorney, by deed of Bargain and Sale with Covenants against Grantors Acts, described by reference to a filed map, setting forth all roads, easements and rights-of-way together with proper Affidavit of Title and Title Insurance Policy subject only to the standard ALTA exceptions. Said roads, easements and rights-of-way are to become part of the Township road and Township utility systems, reserving unto the Developer and his successors and assigns the right to drain into drainage easements and discharge sanitary waste in the appropriate systems all subject to and under the supervision and approval of the Township Engineer and in accordance with all pertinent ordinances and regulations of any agencies of government having jurisdiction. Notwithstanding anything to the contrary no obligation is imposed on the Township to accept any streets, easements, rights-of-way, playgrounds or other areas shown on the subdivision plans, site plans and/or other drawings referred to herein.

11. **EASEMENT:** The Developer and its successors and assigns, by execution hereof, grants to the Township a perpetual and exclusive easement to enter all private roadways for the purpose of maintaining the health, safety, welfare, police and fire protection of its citizens. Specifically, but without limitation, the Developer and its successors and assigns agree to keep free and open passage the areas designated as fire zones around the building as set forth in the approved plans.

In the event that any sewer or storm easements existing on the property and shown on the plans are to be relocated then the Developer shall be required to notify the Engineer and/or the Construction Code Official prior to said relocation. The Developer shall be required to comply with all directives of said officials regarding said relocation.

12 **Intentionally Omitted.**

13. **TOWNSHIP OBSERVATION, ACCESS AND INSPECTIONS:** The Township, its consultants, employees and agents, shall be given free access to observe construction of subject development, including but not limited to, roadways, sanitary sewers/septics, water mains/wells, storm sewers, landscaping for buffer areas and appurtenances associated with the approved plan. The purpose of such observations shall be limited to providing the Township with a greater degree of confidence that such improvements will be constructed in accordance with the Developer's approved submittals. The township, or its representatives, consultants,

employees or agents, shall not supervise, direct or have control over the Developer's work during such observations or as a result thereof, nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer, for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer is not an agent or employee of the Township.

14. Intentionally Omitted

15. DUTY REGARDING UNSAFE CONDITIONS: The Developer shall correct and make safe any dangerous or unsafe condition created, caused or suffered to exist by the Developer (or by those acting for it) affecting public safety or general welfare, if such condition develops. In the event that such condition exists, notice shall be given by certified mail to the Developer, whereupon Developer shall correct such condition within such period of time as the Township's designated officer in his notice shall reasonably specify. In the event the Developer does not correct such conditions, the Township Council may order the corrective work to be done and the Developer and its surety shall reimburse and indemnify the Township for all costs and expenses incurred thereby.

16. INCORPORATION OF RESOLUTION: The terms and conditions imposed in the following site plan resolution or any references

therein are hereby specifically incorporated herein by reference:

(A) Resolution memorialized on August 23, 2007.

17. **SEVERABILITY:** If any terms or conditions are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

18. **INTERPRETATION OF LAW:** This Agreement shall be interpreted under and governed by the Laws of the State of New Jersey.

19. **DEFAULT:** Upon a default by the Developer under the terms and/or conditions of this Agreement, the Township shall provide the Developer with twenty (20) days written notice within which period of time the Developer shall be required to comply with all the terms of this Agreement and appropriate ordinances and rules and regulations of the Township and its agencies. At the expiration of the twenty (20) day period where the Developer has failed to perform in accordance with this Agreement and in accordance with all applicable Township ordinances and rules and regulations of the Township of its agencies, the Township, may bring an action for specific performance against Developer; or seek to effect completion on the basis of any other remedy available to the Township.

20. **NOTICES:** All notices required or permitted under this Agreement shall be in writing by certified mail, return receipt requested, to the addresses set forth herein or as otherwise designed by the parties in writing.

21. **BINDING:** This Agreement shall bind and inure to the benefit of any assignee or successor in interest of the parties hereto.

IN WITNESS WHEREOF, the Developer has hereunto caused these presents to be signed by its proper authorized parties and has caused its proper seals, if any, to be affixed hereto. The Township of Rochelle Park has caused this instrument to be signed by its Mayor and attested by its Clerk and does cause its proper corporate seal to be affixed as of the date and year first above written.

ATTEST:

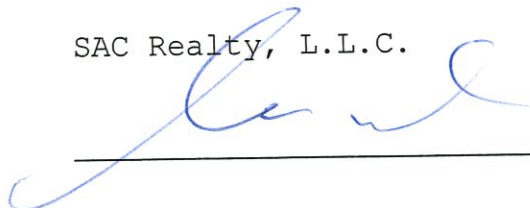
Virginia DiMaria,
Township Clerk

TOWNSHIP OF ROCHELLE PARK

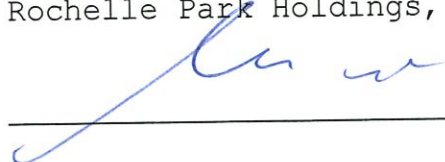


Mayor

SAC Realty, L.L.C.



Rochelle Park Holdings, L.L.C.



STATE OF NEW JERSEY

SS:

COUNTY OF ~~BERGEN~~ Hudson

BE IT REMEMBERED, that on this 4th day of February, 2008 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Mendy Gold, who, being by me duly sworn, on his/her oath, deposes and makes proof, to my satisfaction, that he/she is the Managing Member of SAC Realty, L.L.C. and Rochelle Park Holdings, L.L.C., the limited liability company named in the within Instrument; that Mendy Gold is the Managing Member of said limited liability company; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the said limited liability company; and that the Instrument signed and delivered by said Mendy Gold as and for the voluntary act and deed of said limited liability company, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn to and subscribed
before me this 4th day of
February, 2008.

Maritza Sweeney
A Notary Public of the
State of New Jersey

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS DATE

FEB 04 2008

MARITZA SWEENEY
Notary Public of New Jersey
Commission Expires 3/23/2011

STATE OF NEW JERSEY

SS:

COUNTY OF BERGEN

BE IT REMEMBERED, that on this 16 day of April, 2008 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Virginia DiMaria, who, being by me duly sworn, on her oath, deposes and makes proof, to my satisfaction, that she is the Township Clerk for the Township of Rochelle Park, the Municipal Corporation named in the within Instrument; that Joseph Scarpa is the Mayor of the Township of Rochelle Park; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Township Committee; that deponent well knows the corporate seal of the Township; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of the Township, in the presence of the Township Clerk, who thereupon subscribed his/her name thereto as attesting witness.

Sworn to and subscribed
before me this 18 day of
April, 2008.

Elizabeth A. Kroll
A Notary Public of the
State of New Jersey

Virginia DiMaria
Virginia DiMaria,
Township Clerk

ELIZABETH A. KROLL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 12, 2012

The size of this Exhibit makes it impractical to include as an exhibit.

Copies are available at Borough Hall for review and inspection.

TOWNSHIP OF ROCHELLE PARK PLANNING BOARD

OFFERED BY:

SECONDED BY:

IN THE MATTER OF THE SITE PLAN
APPLICATION OF ROCHELLE PARK HOLDINGS, LLC
and SAC REALTY, LLC

Premises: Lot 1 in Block 18.01
and Lot 1 in Block 19.02

WHEREAS, Rochelle Park Holdings, LLC and SAC Realty, LLC (hereinafter "Applicant") filed an application with the Planning Board of the Township of Rochelle Park (hereinafter "Board") requesting amended site plan approval for the purpose of adding additional parking at the site and to permit the continuation of valet parking; and

WHEREAS, said application related to property located at 96 Parkway in the Township of Rochelle Park, County of Bergen and State of New Jersey and being further known and designated on the official map of the Township of Rochelle Park as Block 18.01, Lot 1 and Block 19.02 Lot 1; and

WHEREAS, the Applicant has also submitted an Affidavit of Publication that notice of said hearing was duly published as required by law; and

WHEREAS, on June 28, 2007, the Planning Board held a public hearing at which time it heard the testimony and considered the arguments on behalf of the Applicant; and

WHEREAS, at said hearing the Board also heard and gave consideration to all other persons desiring to be heard; and

WHEREAS, on June 28, 2007, after due consideration and deliberation the Board did adopt a voice resolution approving certain relief; and

WHEREAS, pursuant to N.J.S.A. 40:55D-10(g) said decision must be reduced to writing and shall include findings of fact and conclusions based thereon; and

WHEREAS, the statute further provides that the Board may provide such written decision by the adoption of a resolution of memorialization at a subsequent meeting; and

WHEREAS, the Planning Board does hereby on this 23rd day of August, 2007, adopt, ratify and confirm the following findings as its findings of fact and conclusions of law upon which its determination of June 28, 2007 was based:

The Applicant is the owner of the premises designated as Lot 1 in Block 18.01 and Lot 1 in Block 19.02 on the tax assessment map of the Township of Rochelle Park. The property is located in the "A" Industrial District of the Township.

The Applicant has previously appeared before the Board on several occasions in order to obtain site plan approval for

modifications to the existing building and site. The Applicant introduced the resolutions of the Board's prior approvals into evidence as Exhibit A1. Those resolutions were memorialized on November 20, 2003, October 28, 2004 and October 27, 2005.

The most recent application was approved by the Board on August 25, 2005 and memorialized by Resolution dated October 27, 2005. That application approved an amended site plan which added several amenities to the site, including landscaping, a patio and a decorative fountain.

The Applicant supplied a plan to the Board which was prepared by Korzen Engineering, dated April 10, 2007, titled "Preliminary and Final Major Site Plan for Bristol Manor and Chateau at Rochelle Park Tax Block 19.02, Lot 1 and Tax Block 18.01, Lot 1, Township of Rochelle Park, Bergen County, New Jersey."

The plans reflect the addition of 25 new parking spaces on the "Bristol Manor" site along the northeastern property line. In addition, there are 52 designated valet parking spaces shown. These 52 spaces do not comply with the requirements for a standard parking space due to "stacking" but are acceptable for valet spots since all vehicles will be readily movable. There are also 8 parking spaces on the "Chateau" site proposed for valet parking. These are 8 existing spaces which will merely be designated for valet use only rather than general parking.

Since there is no limitation on impervious coverage in the Industrial A zone in which the properties are located, no variances are required by the proposal. In fact, the amended parking plan actually eliminates the parking variance previously approved by this Board.

In support of its proposal, the Applicant elicited testimony from Peter Korzen, who was qualified and accepted by the Board as an expert witness in Civil Engineering and Surveying.

The witness testified that drainage is provided for the new parking spaces by new catch basins which will be directed into two new underground storage tanks that will be installed on the site.

The witness also testified that four new lights will be installed to provide adequate lighting for the new parking area.

Upon questioning by the Board, the Applicant agreed to replace the shields on six of the existing parking lot lights with new permanent shields, in order to prevent spillage onto adjacent residential areas near the southern portion of the property (Grove Street).

The Applicant also agreed that its Engineer would review the drainage ditch to insure that it has sufficient capacity to handle the additional runoff and further agreed that the Applicant would upgrade the on-site drainage capacity, as

needed, as well as clean and maintain all on-site drainage facilities.

The Applicant also agreed to treat any standing water on the property for mosquitoes and to eliminate any odor.

With regard to the landscaping located on the site, the Applicant agreed to engage the services of a landscape architect to study the problems with the existing landscaping, remove any shrubs that are dead or are dying, and improve landscaping as per landscape architects recommendations.

The Applicant also agreed to stripe the newly installed stop line with a stop bar in order to delineate where cars are required to stop.

The Applicant also agreed, as a condition of approval, that the cars which are valet parked would only be parked on the site and would not be brought off site.

WHEREAS, the Planning Board has considered the amended plan with reference to the objectives set forth in Ordinance No. 185-74 et seq. entitled, "Design Standards for Site Plans"; and

WHEREAS, the site plan, as approved by the Board, will be compatible with the aforementioned objectives.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Township of Rochelle Park, that the plan submitted Rochelle Park Holdings, LLC and by SAC Realty, LLC entitled "Preliminary and Final Major Site Plan for Bristol Manor and Chateau at

Rochelle Park Tax Block 19.02, Lot 1 and Tax Block 18.01, Lot 1, Township of Rochelle Park, Bergen County, New Jersey", prepared by Korzen Engineering, dated April 10, 2007, is hereby approved and granted. Said approvals are also subject to the following continuing terms and conditions from prior approvals:

1. In accordance with Ordinance No. 185-49, the Applicant shall establish an escrow account with the Township of Rochelle Park to cover the reasonable costs of professional review, consultation and inspection of site improvements.

2. Subject to Applicant entering into a Developers Agreement, to be prepared by the Attorney for the Planning Board, setting forth the rights and obligations of the applicant and Township.

3. All work to be performed in connection with the property as well as the use and operation of the property will be strictly in compliance with all Township Ordinances as well as any County, State or Federal laws. Furthermore, the use of the property shall be strictly in conformance with the directions and requirements of the Township Building Department and Township Engineer. This approval is specifically contingent upon Applicant complying with all agreements and stipulations made or set forth during the hearing and memorialized in this Resolution.

4. Prior to receipt of a building permit, Applicant shall submit one (1) reproducible for the signature of the Chairman of the Planning Board, then return the signed reproducible together with fourteen (14) copies of the executed plans to the Planning Board.

5. Applicant shall apply for a building permit and commence construction within one (1) year of the aforesaid determination of the Planning Board granting the site plan approval.

6. The installation and maintenance of plantings and landscaping shall be in accordance with the plans submitted with the application and as agreed during the hearing.

7. Applicant shall complete all improvements as set forth in the site plan prior to the issuance of a Certificate of Occupancy. In the event that all such improvements and conditions have not been completed, a cash bond will be required at 120% of the construction cost of the uncompleted improvements and the amount of such bond shall be approved by the Township Engineer. At that time, the Applicant shall agree to complete all work in accordance with the approved plans and the Planning Board Resolution within ninety (90) days (if during the construction period) or within ninety (90) days after the beginning of the construction period (as appropriate).

8. Applicant shall comply with all governmental agencies and Borough ordinances and regulations.

9. This approval may be subject to County Planning Board, B.C. Soil Conservation District approval N.J.D.E.P. and N.J.D.O.T. approvals, if required. If any revisions (except nominal ones) are required by these agencies, the plans must be resubmitted to the Rochelle Park Planning Board for approval.

10. Subject to all applicable ordinances, rules, regulations and law of the Township of Rochelle Park, the County of Bergen and State of New Jersey and the U.S. Government.

11. This resolution does not constitute approval of any signs, which Applicant may contemplate installing on the premises and permission to install same shall be obtained from the proper municipal agencies (including the Board) after appropriate application.

12. Applicant shall install utilities (electric, telephone, etc.) underground where newly installed.

13. The approval granted herein is subject to any further requirements or directions of the Building Department, the Township Engineer and the Fire Official of the Township of Rochelle Park.

14. An as-built plan showing the site as actually developed shall be submitted for review and approval of the Township Engineer prior to issuance of a final Certificate of Occupancy.

BE IT FURTHER RESOLVED that this approval is specifically made subject to the following conditions:

1. Applicant's Engineer to review the drainage ditch to insure that it has sufficient capacity to handle the increased runoff.

2. Applicant will clean and maintain all drainage facilities located on the site.

3. Applicant will treat any standing water for mosquitoes and to eliminate any odor.

4. Applicant will stripe the recently installed stop line with a stop bar.

5. Applicant will install permanent shields on the six existing lights on the Grove Avenue portion of the site to prevent spillage onto adjacent residential properties.

6. Applicant will engage the services of a landscape architect to study the existing landscaping and provide recommendations for maintaining and adding to the landscaping on the site.

7. Applicant shall remove any dead or dying shrubs, plantings or landscaping and improve landscaping as per landscape architects recommendations.

8. Valet parking shall be restricted to parking spaces which are physically located on the subject property. Applicant

will not valet park any vehicles on adjacent roadways.

ADOPTED:

ATTESTED:

SECRETARY

/s/ _____

CHAIRMAN

