

DEVELOPERS AGREEMENT

AGREEMENT made this day of , 2000, by **LOWE'S HOME CENTERS, INC.** located at P.O. Box 1111, North Wilkesboro, NC 28656, (hereinafter called the "Developer") and the **TOWNSHIP OF NORTH BERGEN**, a Municipal Corporation of the State of New Jersey, County of Hudson, (hereinafter called the "Township"), and the **PLANNING BOARD OF THE TOWNSHIP OF NORTH BERGEN** (hereinafter called the "Board"), both located at 4233 Kennedy Boulevard, North Bergen, NJ 07047;

W I T N E S S E T H :

WHEREAS, the Developer is the owner of property as shown on the Tax Map of the Township of North Bergen, and commonly known as Block 457A, Lots 34B, 35B, 36B, 37B, which is located at 7801 Tonnelle Avenue, North Bergen, New Jersey.

WHEREAS, the Developer is desirous of constructing a retail shopping facility upon the lands and premises as shown on a site plan prepared by Bohler Engineering, P.C., 776 Mountain Boulevard, Watchung, New Jersey 07060 dated March 27, 2000, revised through May 17, 2000 (the "Plans") and in conformity with the Zoning Ordinance, Building Code and Health Code of the Township as well as other applicable statutes, ordinances, laws, rules, regulations, the Board Resolution adopted April 25, 2000 and the reports of the Planning Board and Township Engineers; and

WHEREAS, the Developer is desirous of entering into a Developer's Agreement with the Township and the Board as to said premises in view of the provisions of the Township's Ordinances which, among other things, requires that prior to the granting of a building permit, the Developer shall have installed or shall have furnished performance guarantees for the ultimate installation of the

several improvements therein mentioned, and that no final plat shall be approved by the Board until the completion of all such required improvements has been certified to the Board by the Township Engineer, unless satisfactory performance guarantees to cover the cost of all such improvements or the incomplete portions thereof and deposits for Township professional costs are filed by the Developer; and

WHEREAS, it is mutually desired by the parties hereto that the premises shown on the subdivision plans and/or site plans as aforesaid shall be improved and developed in such a manner as will insure protection to the surrounding and neighboring properties, as well as the public roads in and about said area to the end that said development shall result in a desirable development within the Township of North Bergen.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, it is hereby agreed as follows:

That the Developer will:

**1. OWNERSHIP OF LANDS; COMPLIANCE
WITH N.J.S.A. 40:55D-48.1**

Upon execution and delivery of this Agreement, the Developer will file with the Board a certificate issued by an attorney at law of the State of New Jersey certifying to the Township and the Board the interest of the Developer. Upon execution hereof, a list of stockholders holding ten percent (10%) or more of the stock of the Developer will also be filed in accordance with N.J.S.A. 40:55D-48.1, or in the event Developer is a partnership, a certified list of all partners owning ten percent (10%) or more of the partnership shall be furnished to the Township.

2. IMPROVEMENTS AND WORK TO BE DONE

The Developer shall make, install, and perform, at its sole cost and expense all the improvements and work:

(a) Shown on a site plan prepared by Bohler Engineering, P.C., 776 Mountain Boulevard, Watchung, New Jersey 07060 dated March 27, 2000, as revised through May 17, 2000, (the "Plans")

(b) In accordance with and conditional upon compliance with the Resolution and specifically any and all conditions contained therein of the Board adopted April 25, 2000, (a copy of which is annexed hereto and made a part hereof as Exhibit "A");

(c) In the event that after execution of this Agreement or during the course of the installation of any improvements, a condition develops adversely affecting the public health or safety or constituting a threat thereto, or a condition develops inimical to the general welfare, Developer agrees to take all necessary steps and make all installations that may be necessary to abate said threat or condition; and

(d) required by any governmental agency, board, department, bureau or other unit, including the State of New Jersey (and specifically, but not limited to the Department of Transportation and Department of Environmental Protection), the County of Hudson and Township agencies and departments;

3. TIME FOR COMPLETION

All of the improvements and work referred to in paragraph 2 hereof, shall be completed within two (2) years from the date of this Agreement, and, in the event the work is not so completed within two (2) years from the date of this Agreement, the Township may require that additional performance

guarantees be provided in light of the then prevailing costs if necessary to adequately secure the Township.

4. COMPLIANCE WITH LAW

All of the improvements referred to in paragraph 2 hereof shall be performed in accordance with any applicable Township specifications, State and County laws and specifications as set forth in Ordinances, Rules, and Regulations and the Board Resolutions and shall be inspected by the Township Engineer, or someone designated in writing by the Township Engineer for that purpose, and a signed copy of said designation by the Township Engineer shall be furnished to the Developer prior to said inspection and approval by such designee of the Township Engineer.

5. 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 reasonably be required by the Township Engineer, all of which shall be installed and laid out in such manner as may be approved by the Township Engineer.

6. UTILITIES

Developer shall construct all utilities servicing the property in accordance with the specifications of the respective utility companies and the Township, including but not limited to electric, gas, water, and telephone. Nothing herein shall require the Township to install utilities for this project.

7. EASEMENTS

Developer shall provide for easements subject to the approval of the Township Engineer, wherever necessary for drainage, public utilities, sanitary sewerage or for any other purpose as per the approval of the Board. Developer shall submit to the Township Engineer and Attorney a drawing and description of all easements for their approval prior to filing of same.

8. BUILDING PERMITS REQUIRED

The Developer agrees that no building shall be commenced until a Building Permit and all other necessary permits and approvals have been duly issued.

9. BREACH OF AGREEMENT

In no case shall a certificate of occupancy be issued if a material breach or default in this Agreement has occurred and has not been cured. Without limitation upon any other remedy provided herein or by law, the Township Council may order that no, or no further, building permits or certificates of occupancy shall be issued until any material breach or default in this Agreement is cured.

10. SUBMISSION OF DETAILED PLANS

In the event that the Township Engineer, in his opinion, reasonably requires any further details for the plans submitted and approved, Developer shall furnish said details on reasonable written notice within a reasonable time. Developer agrees also to submit, upon request, detailed drainage and topographic plans as may be required by the Township Engineer, Township Health Officer, and any other Township, County, State or Federal Governmental Agency.

11. INSPECTION OF IMPROVEMENTS

The Township contemplates the inspection of all site improvements and/or facilities to be accepted by it. The Township Engineer shall inspect the installation of all site improvements set forth on Exhibit B, including but not limited to storm drains, road construction work, fences, retaining walls higher than four feet, landscaping, and all other facilities or site improvements which may be maintained by the Township, exclusive of utility items. The Developer shall notify the Engineer and Public Works Department at least forty-eight (48) hours prior to the commencement of each phase of construction of any such facilities. In the event of a temporary suspension of construction, the Engineer and Department of Public Works shall be notified of the renewed starting date of construction. Backfilling, after the laying of any drainage pipes, manholes, or other facilities in connection therewith, shall be absolutely forbidden except after the inspection and approval by the Township Engineer or his duly authorized representative. The Township Engineer shall have the right to reject any of the improvements constructed which do not meet his approval, however any approvals required shall not be unreasonably withheld or delayed..

12. SUCCESSORS BOUND AND RECORDING

This Agreement shall be binding upon the successors and assigns of the parties hereto. This Agreement may be recorded in the Office of the Hudson County Register by the Township at the expense of the Developer. Upon completion of all improvements and the terms and conditions of this Agreement, this Agreement will terminate and the Township will execute documents reasonably required to discharge this Agreement, in a form suitable for recordation.

13. AGREEMENT NOT CONSTRUED AS WAIVER

Nothing herein contained shall be construed as preventing the Township from exercising in any court of law or elsewhere any right or duties which it may have by statute, ordinance or other law. Nothing herein contained shall be deemed a waiver by any part of any ordinance or state statute or other law, or be construed as an abridgment, pre-emption or waiver of the powers of any Township Board, Agency or Public Body. This clause shall not operate to confer upon any such public body any powers, rights or duties it does not now possess, nor abridge the right of the Developer vis-a-vis any such public body.

14. MUNICIPAL OFFICIALS ETC. NOT LIABLE ON CONTRACT

The covenants, undertakings, agreements and other obligations mentioned in this Agreement shall not be construed as representations by the Township Commission, the Board or by any Township officer, agent or employee to have or to assume any contractual or other liability to or with any persons, firms or corporations purchasing any land, buildings, or improvements from the Developer or otherwise using or having any interest in the same, nor shall this Agreement be construed to place any liability on the Township or Board to these persons.

15. TOWNSHIP NOT LIABLE FOR IMPROVEMENT COSTS

Nothing herein contained shall be construed to render the Township or any of its officers, boards, or employees liable for any charges, costs, or debts for material, labor or other expenses incurred in the making of the improvements.

16. INDEMNIFICATION OF MUNICIPALITY

Developer shall be and remain liable for any and all damage or money loss (including but not limited to attorney's fees) occasioned to the Township or the Board or their officers or agents by any neglect, wrongdoing, omission or commission of any act by the Developer or any person, firm or

corporation acting for the Developer hereunder arising from the making of the improvements, the performance of the terms hereof or from or out of this Agreement. The Developer shall also save, indemnify, and hold harmless the Township, its officers, agents, boards and employees for any and all actions at law or in equity, charges, debts, liens, encumbrances, costs and counsel fees which may arise from any such damage or loss, from the making of the improvements, the performance of the terms hereof or from or out of this Agreement, except where the Township or its agents have been judicially determined to have acted contrary to law or failed to perform acts required by law or by this Agreement or have been guilty of negligence.

When and in the event that by reason of the negligence of the Developer in the Construction of this property, litigation arises and the Township is made a party Defendant to any lawsuit so instituted and by reason of the necessity of the Township to defend such suit, the escrow funds provided for in paragraph Twenty-Nine (29) hereof are deemed to be insufficient to pay the continuing bills for services rendered to the Township by its attorney and/or engineer, or other expenses or cost incurred in said litigation, the Township may serve a written notice by Certified Mail, Return Receipt, upon the Developer at the address set forth herein, requiring the Developer to deposit within thirty (30) days thereof, such additional funds that the Township may reasonably deem necessary for the completion of the development and the defense of any such litigation. The Developer shall, within thirty (30) days, deposit such additional funds with the Township as required. Should the Developer fail to do so within the required time period, the Township may direct the appropriate officials to place a stop work order on all development within and premises as depicted on the subdivision and/or site plan.

17. INTENTIONALLY OMITTED.

18. MODIFICATION IN WRITING

This Agreement may only be changed, modified or amended by a written instrument signed by all the parties hereto.

19. DUST AND NUISANCE PROVISIONS

Developer agrees not to commit a public or private nuisance by reason of dirt, dust, debris, air-pollution, gas, smoke or other annoyance resulting from construction, trucking or other operations.

20. CONTRACT PROVISIONS CONSTRUED AS CONDITIONS

Each of the provisions hereof shall have the same force and effect as if set forth at length as conditions of the grant of subdivision and/or site plan approval.

21. COUNTY AND STATE REQUIREMENTS

Developer represents that it has heretofore complied and that it will in the future comply with all, if any, requirements and/or regulations of the Hudson County Planning Board, the Hudson County Engineer, Hudson County Road Department, and Hudson County Department of Public Works, Hudson, Essex, Passaic Counties Soil Conservation District, New Jersey Department of Environmental Protection, New Jersey Department of Transportation, North Bergen Municipal Utilities Authority, Hudson County Utilities Authority, and any other Governmental Agency having jurisdiction if same are mandated by law, and hereby further represent that before commencing work, it will secure all county, state and federal approvals required for such work. A listing of all required permits and/or approvals is attached hereto as Exhibit "C".

22. DUTY RE: 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 reasonable period of time as the Township, in its notice shall specify. In the event such condition is not corrected by the Developer, 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 reasonably incurred thereby.

23. CERTIFICATE OF CONTINUED OCCUPANCY PRIOR TO USE

Nothing contained in this Agreement shall authorize the use or occupancy of any building or unit in any building that is the subject of this Agreement prior to the issuance of a Certificate of Occupancy (temporary or conditional) for said building or unit in said building and prior to the installation of an approved sanitary sewer system and/or wastewater treatment system in accordance with all applicable laws, rules, regulations, codes and ordinances.

24. DEVELOPER RESPONSIBLE TO THIRD PARTIES

Nothing contained in this Agreement shall be construed to give any person or legal entity, not a party to this Agreement, any claims against the Township or any of its agents or agencies with respect to the matter of the installation or improvements, or for any damages arising therefrom.

25. MUNICIPAL CONSENT FOR ASSIGNMENT OR SALE

It is agreed that any assignment hereof or sale of the premises in whole or in part shall not operate to relieve the Developer from its obligations hereunder, without the express written consent of the Township, which consent shall not be unreasonably withheld. No assignment of this Agreement or of the approvals granted herein shall be effective without prior written Township consent.

26. PERFORMANCE GUARANTEES

Within thirty (30) days of the execution of this Agreement by Developer, the Developer shall file with the Township Clerk a performance bond with surety, irrevocable letter of credit, or other collateral satisfactory to the Township and approved by the attorney for the Township for the following items and in the following amounts:

(a) Site improvements in accordance with the report of the Township Engineer dated June 16, 2000 (a copy of which is annexed hereto as Exhibit "B") in the total amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

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 all 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 if the improvements are not completed within the time specified. If a portion of said improvements shall have been installed by the Developer, approved and certified by the Township Engineer, the Developer may apply for a reduction in the amount of such performance guarantees and action upon such application shall be taken in accordance with the certification of the Township Engineer, at the Township's sole discretion. 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 reasonable 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 guarantee shall also cover all reasonable attorneys fees, costs of suit, and any other reasonable municipal expenses incurred as a result of the enforcement of this Agreement.

27. INTENTIONALLY OMITTED.

28. INTENTIONALLY OMITTED.

29. TOWNSHIP'S PROFESSIONAL COSTS

Reasonable engineering, planning and legal fees or charges for services rendered to the Board and to the Township in connection with this Agreement and in connection with improvements made hereunder shall be paid by the Developer. For this purpose, the Developer shall deposit upon the execution of this Agreement:

(a) A cash deposit in the sum of Eighty-Five Thousand Dollars (\$85,000.00) for engineering services and legal services, it being specifically agreed, that if during the course of the development it appears that the amount of deposit made is inadequate to meet such costs, the Township may require such additional sums to be deposited with it as it might determine necessary and reasonable; and the Developer agrees forthwith to provide same. No building permits or certificates of occupancy shall be issued until such additional deposit shall be made.

The Township shall be and is hereby authorized by the Developer to disburse the said deposit in payment of such services as are rendered upon proper vouchers therefor, duly sworn to by the

person or persons rendering the services and the unused portion of any such deposit shall be returned to the Developer by the Township upon completion of the improvement undertaken and certification of such completion to the Township by the Township Engineer.

30. DEFAULT

Upon a default by the Developer under the terms and/or conditions of this Agreement, the Township shall provide the Developer with fourteen (14) 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. Notwithstanding the foregoing sentence, if the Default is of a nature that it cannot, with the exercise of reasonable diligence, be cured within said 14 day period, then said 14 day period shall be extended to a period of time as agreed by the parties to enable the Developer to cure the default with the exercise of reasonable diligence. At the expiration of the period to cure 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 and its agencies, the Township, without further notice to the Developer, may utilize the deposited performance guarantees for the full, complete and adequate performance of this Agreement in compliance with all Township ordinances and rules and regulations of the Township and its agencies. In addition, the Township may bring an action on the Performance Guaranty; expend the cash guarantee funds; bring an action for specific performance; or seek to effect completion on the basis of any other remedy available to the Township.

31. INSURANCE

The Developer shall procure insurance for public personal injury liability and property damage liability including contingent liability and contractual liability which might result from the performance

of the work required under this Agreement and shall provide the Township with a Certificate of Insurance designating the Township as an additional insured under each said policy in which insurance coverage shall be in at least the following amounts:

One person in any one occurrence	\$2,000,000.00
Two or more persons in any one occurrence	\$5,000,000.00
Property damage in any one occurrence	\$2,000,000.00
Aggregate property damage limit	\$5,000,000.00

The Developer further covenants and agrees that it will provide automobile liability and property damage insurance coverage and provide the Township with a Certificate of Insurance designating the Township as an additional insured under said policy, which insurance coverage shall be in at least the following amounts:

Bodily injury, each person	\$1,000,000.00
Bodily injury, each occurrence	\$3,000,000.00
Property damage	\$1,000,000.00

The Developer further covenants and agrees that it will provide workman's compensation coverages for employees and will require evidence of such coverages to be supplied by a subcontractor who may be employed to perform the work under this Agreement.

32. MAINTENANCE GUARANTEE

At the time of the completion of all improvements and the formal acceptance thereof by the Township, the Developer shall be required to post a maintenance guarantee in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00). Said maintenance guarantee shall extend for a period of two (2) years from the date of completion of the development. The maintenance guarantee will cover all bonded improvements constructed by the Developer in connection with the subdivision and/or site plan as more particularly referred to in Exhibits "A" and "B".

33. INCORPORATION OF PLAN AND PROFILE

In addition to anything herein contained, anything shown on the approved preliminary plans, or on the approved profiles, etc., and not specifically included in this Agreement, or mentioned herein, shall be considered as part of this Agreement, the plans being made a part hereof by reference except for such necessary changes as may be required and approved by the Township Engineer as work progresses.

34. AS BUILT PLANS

The Developer shall furnish to the Township Engineer and the Department of Public Works two (2) sets of as built plans showing alignment and elevations of, including but not limited to, all utilities, roadways and water and sewer improvements prior to the release of performance bonds. Further, the as built plans shall include two (2) permanent ties to each manhole, cleanout or the like. The as built plans shall be in the form required by the Township Engineer and Department of Public Works.

35. RESTORATION OF ROADWAYS AND ADJACENT PROPERTIES

Developer must, prior to the issuance of any certificate of occupancy, restore any damages to areas of roadways and properties adjacent to the subject site, all in accordance with the direction of the Township Engineer and/or Construction Code Official.

36. COMPLIANCE WITH CONDITIONS AND RESOLUTIONS

Developer agrees to comply with each of the conditions and matters set forth in the Resolution of the Board adopted April 25, 2000 (Exhibit "A") granting conditional site plan approval and additionally agrees to comply with the conditions set forth in all reports of the Planning Board and Township Engineers.

37. SEVERABILITY

The provisions of this Contract are severable; if any one provision be determined unenforceable, this shall have no effect on the balance of the provisions hereof which shall remain in full force and effect.

38. INSOLVENCY OR ABANDONMENT OF THE WORK

If, before the completion of the work, the Developer abandons the job, files a petition in bankruptcy or insolvency, or is declared bankrupt or insolvent or suffers any type of receivership, insolvency, bankruptcy, or other similar proceeding to be filed against it, or ceases work for a period of twenty (20) consecutive days without notice to or the permission of the Township Engineer and fails to resume work within twenty (20) days after receipt of notice by certified mail at the address stated in this Agreement, then it shall be the duty of the surety immediately to undertake the completion of the work at the expense of the Developer and its surety, or to pay to the Township the cost of completion of the work as a local improvement pursuant to the provisions of N.J.S.A. 40:56, et seq.

39. AMENDMENT

It is mutually understood and agreed by the parties hereto that any amendment, extension, modification, or alteration in any terms and conditions or requirements by the Township shall not relieve any surety from its obligations on any performance or maintenance guarantee.

40. REDEVELOPMENT ZONE, CONTRIBUTIONS, RECIPROCAL EASEMENT AGREEMENTS.

Developer acknowledges that the project is located in the Tonnelle Avenue Redevelopment Zone and that the developer will be responsible for any additional contributions for off site

improvements required in conjunction with the improvement to the redevelopment zone, including but not limited to road widening, traffic signalization, streetscaping, etc. In addition, developer will be required at the request of the Township of North Bergen to enter into reciprocal easement agreements with adjoining property owners for ingress, egress, parking, utilities, etc. in order that the development on the project site and adjoining sites will appear to be a unified development.

THIS AGREEMENT shall be binding upon the respective heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be signed by their proper officers and their corporate seals to be affixed the date and year first written above.

LOWE'S HOME CENTERS, INC.

By: David E. Shelton
David E. Shelton, Senior V.P. of Real Estate 

ATTEST:


James W. Potter
Assistant Secretary

WITNESS

Carol Ann Fontana
Carol Ann Fontana, Acting Clerk

TOWNSHIP OF NORTH BERGEN

By: Nicholas Sacco
Nicholas Sacco, Mayor

WITNESS

PLANNING BOARD OF THE
TOWNSHIP OF NORTH BERGEN

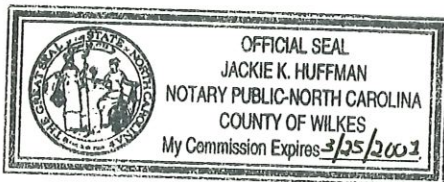
Geraldine Baker, Secretary/Clerk

By: Al Manzo, Chairman

~~NORTH CAROLINA~~
STATE OF NEW JERSEY

SS
COUNTY OF *Wilkes*

BE IT REMEMBERED, that on this *1st* day of *September*, 2000, before me, the subscriber, personally appeared *David E. Shelton* who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction that he was authorized to and did execute this agreement as *Senior Vice President* of *Lowe's Home Centers, Inc.*, the entity named in the within instrument.



Jackie K. Huffman

EXHIBIT "A"

**TOWNSHIP OF NORTH BERGEN
PLANNING BOARD
RESOLUTION**

WHEREAS, an application has been submitted by LOWE'S COMPANIES, INC. for amended site plan approval with ancillary variances for construction of a home improvement warehouse on premises designated as block 457A, lots 34B, 35B, 36B and 37B on the tax assessment map of the Township of North Bergen and commonly known as 7801 Tonnelle Avenue; and

WHEREAS, along with the application, applicant has submitted a preliminary/final site development plan prepared by Bohler Engineering P.C., 776 Mountain Road, Watchung, New Jersey 07060 consisting of 10 sheets dated March 27, 2000 and architectural drawings prepared by Perry M. Petrillo Architects, 900-D Lake Street, Ramsey, New Jersey 07446, consisting of 2 sheets dated March 24, 2000; and

WHEREAS, the applicant has submitted proof that notification by mail or personal service at least 10 days prior to the date set forth for public hearing within 200 feet from the extreme limits of the property in accordance with the Zoning Ordinance of the Township of North Bergen as amended and supplemented and N.J.S.A. 40:55D-1 et seq. has been completed and that the application has been deemed complete for review; and

WHEREAS, the Planning Board of the Township of North Bergen has considered the request for amended site plan approval with ancillary variances to construct a home improvement warehouse on the property with reference to the objectives set forth in the applicable Zoning Ordinance of the Township of North Bergen as amended and supplemented; and

WHEREAS, the request for the construction of the home improvement warehouse was reviewed by the Planning Board of the Township of North Bergen with reference to sound and

prudent zoning and planning principles reviewed in conjunction with the aforementioned Township ordinance objectives, including, but not limited to, the proposed use and the variances that would be required based upon the plans and evidence as presented to the Board; and

WHEREAS, a public hearing was held on April 11, 2000, at which time the Planning Board heard testimony from all individuals called by Lowe's Companies, Inc., the applicant; and

WHEREAS, the Board also considered the presentation of Dennis J. Oury, Esq., the applicant's attorney, and gave due consideration to all individuals desiring to be heard, and, after due deliberation, did find and determine that:

A. The Subject Property.

1. The subject property is located at 7801 Tonnelle Avenue. The property has been included in the Tonnelle Avenue redevelopment zone as determined by the Board of Commissioners of the Township of North Bergen. The property is currently zoned C2 commercial.

2. The property is designated as block 457A, lots 34B, 35B, 36B and 37B on the Tax Assessment Map of the Township of North Bergen.

3. Located on the property is the former Evan Picone facility, which consists of approximately 320,000 square feet.

4. The owner of the property, United States Land Resources, L.P. originally sought conditional use, site plan with ancillary variance approval from the Planning Board of the Township of North Bergen in 1996.

5. The Planning Board of the Township of North Bergen previously granted the application for conditional use approval, site plan approval with ancillary variances for construction of a shopping center on the property by Resolutions dated February 13, 1996 and August 21, 1996.

6. United States Land Resources, L.P. appeared before the Planning Board in October 1998 requesting that the property be utilized for a single type retail user and received amended site plan approval from the Planning Board pursuant to Resolution adopted October 20, 1998.

7. The applicant herein has entered into a Lease with United States Land Resources for the property and has presented an application to use the property consistent with the redevelopment plan adopted by the Board of Commissioners of the Township of North Bergen and the zoning as currently designated.

B. The Proposal.

1. The applicant has submitted an amended site plan to provide for the creation of a Lowe's Home Improvement Warehouse on the property consisting of 163,704 square feet. 135,038 square feet would be within an enclosed structure, and an additional 28,666 square feet for a garden center area.

2. The applicant has indicated that it would demolish the present Evan Picone facility. Previous approvals granted by this Board contemplated the use of a portion of the Evan Picone facility. This applicant proposes to demolish the entire facility and locate its building to the rear of the site.

3. The applicant presented the testimony of Christopher Richter of Bohler Engineering concerning the proposed development for a Lowe's Home Improvement Warehouse. Mr. Richter indicated that the plan as proposed is an improvement over the plans that have been previously approved by the Board. Of primary importance is the removal of the Evan Picone facility, which is currently in close proximity to Tonnelle Avenue being 35½ feet from the existing right of

way line. The proposed home improvement warehouse will be located approximately 320 feet from Tonnelle Avenue. Mr. Richter also indicated that the main footprint of the building contains 135,038 square feet, where the previously approved project was for 141,384 square feet in area, which was a reduction of 6,243 square feet of the enclosed building area. Mr. Richter also indicated that there is a garden center which is not enclosed, which consists of 28,666 square feet.

4. Mr. Richter also indicated that by placing the building further back from Tonnelle Avenue, it permits greater aisle length for the driveway, which would address any traffic implications along Tonnelle Avenue. Further, Mr. Richter indicated that the structure complies with all the C2 bulk requirements and that the only variances required are for loading docks, landscaping and signs.

5. Mr. Richter addressed each of the variances requested and testified as follows:

>Loading Docks. The loading docks provided by the applicant are three, where the ordinance requires six. Mr. Richter indicated that the three loading docks are consistent with Lowe's stores throughout the country and that customer loading is accessed from the front of the store and in particular from specifically identified areas for the lumber and garden center. Any loading for the store is done to the rear of the building at the three loading docks provided which is prototypical for this type of facility.

>Landscaping. Pursuant to the current ordinance, 10% of lot area or 50,000 square feet would be necessary for landscaping. The applicant is providing 27,000 square feet, but that doesn't include the areas in the perimeter of the parking area which would actually exceed the 50,000 square feet required. Mr. Richter also indicated that the applicant would work with the Board's planner to develop an acceptable landscape plan. Mr. Richter also indicated that the landscaping

provided by this applicant is substantially greater than what was previously proposed and approved by this Board for the site.

>Signage. The applicant proposes two basic sign components: the first a free standing sign; the second building mounted signs. The free standing sign will be located in a landscaped bed and is 126.6 square feet in area and is 38' 9" in height. The height of this sign is within the requirements for the zone. However, the square footage of the sign itself is limited to 100 square feet. Mr. Richter indicated that because of this slope that cuts across the property, the size of the sign is necessary in order to assure visibility and to meet the 600 feet of site distance based on ASHTOS standards. In addition, three signs are proposed along the front of the structure: the three building mounted signs proposed are a garden center sign that is 79 square feet; the main entrance sign containing 86 square feet and a third sign located on the canopy over the lumber area containing 62 square feet. The ordinance permits only one sign, but based upon the size of the use and the fact that the signs are designated to orient the customers, the signs, in fact, are a benefit in that it directs customers to appropriate areas.

6. The applicant has agreed to comply with the requirements set forth in the report of Mayo Lynch & Associates dated April 10, 2000, which is incorporated herein by reference, except that the provision for shade trees along Tonnelle Avenue is to be modified based upon an acceptable alternative to be developed between the applicant and the Board's planner.

7. The Board makes the following findings and conclusions with respect to this application:

A. This matter is a request for amended site plan with ancillary variance approval for construction of a Lowe's Home Improvement Warehouse on block 457A, lots 34B,

35B, 36B and 37B. The Board has considered the previous actions of the Planning Board as memorialized by Resolutions dated February 13, 1996, August 21, 1996 and October 20, 1998. The Board has also considered the testimony presented on behalf of the applicant. In addition, the Board has reviewed the Township of North Bergen Zoning Ordinance, the Township of North Bergen Master Plan, Redevelopment Plan and Redevelopment Ordinance adopted by the Board of Commissioners and also reviewed all material marked into evidence, which is incorporated herein by reference.

B. The Board finds that the applicant has met its burden of proof in support of granting the amended site plan approval with ancillary variances. The applicant has provided testimony that such use is permitted in the redevelopment zone. The property is located in a C-2 highway commercial zone, and as contemplated by the Redevelopment Plan as adopted by the Board of Commissioners of the Township of North Bergen, a single retail user is permitted.

C. The Board finds that the demolition of the current Evan Picone building and the construction of a new facility substantially to the rear of the premises is an improvement over what has been previously proposed and approved by this Board and will be an overall improvement to the area as such use and development is consistent and implements the Tonnelle Avenue Redevelopment Plan as adopted by the Board of Commissioners of the Township of North Bergen.

D. The Board specifically finds that the plan is a substantial improvement to what was previously proposed and approved by this Board, and is in fact consistent with what the Board envisioned in its recommendation to the Board of Commissioners in designating the area as an area in need of redevelopment and in the Tonnelle Avenue Redevelopment Plan which has been adopted by the Board of Commissioners.

E. The Board accepts the testimony of the applicant concerning the variances requested relating to the loading zones, signage and landscaping. First, with respect to the loading zones, the applicant's engineer has indicated that the loading is consistent with Lowe's stores throughout the country. The Board finds that any customer loading would occur in the front of the premises as directed by the signage proposed and approved by this Board. Second, with respect to the signage, the square footage proposed for the building signage does not exceed what would be permitted. There are three signs where one is required. In addition to the main entry sign, there are two additional small signs to the north and south of the building which are necessary to orient the customer to the specific facilities provided in the store, to wit: a garden center and an indoor lumber yard. The free standing sign's increase in size is required as a result of the sloping nature of the property in order to obtain maximum visibility from Tonnelle Avenue which advances the health, safety and welfare of the traveling public along Tonnelle Avenue in order to orient themselves to the location of the store. Third, the landscaping is an improvement over what was previously approved by the Board, and the applicant has agreed to address the concerns of the Board's planner. The deviations proposed from the ordinance are de minimus, and in fact the purposes of zoning are advanced by granting such variances as same will improve the health, safety and welfare of the public.

F. The Board finds that the variances requested will not substantially impair the intent and purpose of the Township Master Plan and Zoning Ordinance. The Zoning Ordinance and Master Plan, along with the Redevelopment Plan, permit the use proposed, and the variances are requested in order to address health, safety and welfare concerns.

G. The Board finds that using prudent zoning and planning principles, the request for the variances will not affect the existing neighborhood nor the community as a whole.

The Planning Board hereby determines that the overall objectives of sound and prudent zoning and planning principles warrant the grant of the variances as requested in the application.

H. The Planning Board hereby determines that the applicant has met its burden of proof to the satisfaction of the Planning Board for amended site plan and ancillary variance approval for the development as proposed. The Planning Board also determines that under sound and prudent zoning and planning principles, the benefit of the variances requested to the immediate neighborhood outweigh any detriment to the neighborhood and that the variances would in fact advance the purposes of Township Ordinance and Master Plan.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the Township of North Bergen as follows:

1. That final amended site plan approval is hereby granted along with the variances as requested in the application (as delineated in the report of Mayo Lynch & Associates dated April 10, 2000, attached hereto) subject to the following terms and conditions:

A. That the site be developed in accordance with the current plans and renderings as submitted to the Board which have been made part of this application, except as modified by the Board as set forth herein;

B. That this application is specifically conditioned upon the applicant complying with the provision of the law requiring approval of Soil Conservation and Sediment Control Authority.

C. That the applicant shall comply with all requirements and recommendations of the Township Engineers;

D. That this application is specifically conditioned and subject to approval by the Township of North Bergen Municipal Utilities Authority of applicant's proposed sanitary sewer connection. The applicant shall provide a copy of the CP-1 application to the Township of North Bergen Municipal Utilities Authority for their endorsement and also provide a copy to this Board for their review;

E. That the applicant shall submit the proposed sanitary sewer extension, if not already done, to the New Jersey Department of Environmental Protection, and no action shall be taken until approval is received from the New Jersey Department of Environmental Protection;

F. That the applicant shall comply with any and all federal, state, county and local rules and regulations with regard to the granting of this application, including, but not by way of limitation, the applicant's payments of all fees and charges established by the Township of North Bergen for review of the subject application;

G. That the applicant shall also post performance and cash bonds as approved in amounts determined by the Township Engineer as reviewed by the planning board attorney for all improvements required in connection with the site plan.

H. Prior to the commencement of any operation and prior to the installation of any improvements, the applicant shall enter into a Developers Agreement among the developer, the Township and the Planning Board which shall be in the form prepared by the Planning Board attorney and approved by the Township Attorney.

I. That the applicant shall obtain all necessary access permits from the New Jersey Department of Transportation;

J. That the applicant shall consult with the Board's Planner in order to develop an acceptable landscaping plan for the entire site, which plan shall be submitted to this Board and Construction Official and be part of the approved application.

K. That the Developers Agreement shall contain an acknowledgment by the applicant that the property is located in a redevelopment zone as determined by the Board of Commissioners of the Township of North Bergen and the applicant shall agree to perform and to post any performance guarantee necessary for any additional roadway improvements that may be contemplated along Tonnelle Avenue which will benefit the site.

BE IT FURTHER RESOLVED that the Chairman and Secretary of the Planning Board are hereby authorized to affix their signatures to this Resolution granting amended site plan and ancillary variance approval, and the applicant is authorized to advertise the action taken by way of this Resolution in a local newspaper and furthermore send certified copies of this Resolution to the Construction Code Official and to the applicant, through applicant's attorney, Dennis J. Oury, Esq.; and therefore

BE IT FURTHER RESOLVED that this Resolution does not constitute approval or recommendation for approval for any variances not requested by the applicant, nor does this Resolution approve or recommend approval of any subdivision or site plan or part thereof offered by the applicant for the Board's information concerning an area not specifically delineated herein.

MOVED BY: Mr. Mayo
SECONDED BY: Mr. Mautone

VOTE: For 6 Against 0 Abstain 0

APPROVED

Albert Manzo, Chairman

Geraldine Baker, Secretary/Clerk

I certify that the foregoing is a true copy of a Resolution adopted April 25, 2000.

Geraldine Baker, Secretary/Clerk

NOTICE OF APPROVAL

Take Notice that on April 11, 2000 the Planning Board of the Township of North Bergen granted the application of Lowe's Companies, Inc. relating to premises located at Block 457A, Lots 34B, 35B, 36B and 37B, as designated on the Tax Map of the Township of North Bergen and more commonly known as 7801 Tonnelle Avenue, North Bergen, New Jersey . The applicant requested amended site plan and ancillary variance approval for construction of a Lowe's Home Improvement Warehouse. The Resolution granting this application is filed in the Office of the Planning Board and is available for inspection.

Geraldine Baker, Secretary/ Clerk
North Bergen Planning Board

Dated: April 25, 2000

MAYO, LYNCH AND ASSOCIATES

333 Meadowland Parkway, Secaucus, NJ 07094
Telephone 201 866 7171 Fax 201 866 7395

Mr. Albert Manzo
North Bergen Planning Board
4233 JF Kennedy Boulevard
North Bergen, NJ 07094

April 10, 2000

SITE PLAN REVIEW:

PROJECT: Home Improvement Center
7801 Tonnelle Avenue
Block 457A Lot 34B, 35B, 36B, 37B

APPLICANT: Lowe's Companies Inc.

ZONING DISTRICT: C-2 Highway Commercial

Dear Mr. Manzo:

Our office received the plans for the project referenced above on April 3rd. We reviewed the plans and offer the following comments as a result of our review.

Submitted with the application are plan sheets 1 through 10 prepared by L. H. Bohler Engineering P.C. dated March 27, 2000, Architectural plans prepared by Perry M. Petrillo Architects dated March 24th, and a drainage report, a copy of portion of Sheet-3 and a copy of resolutions concerning the property dated February 13, 1996 and August 21, 1996.

The site is the old Evan Picone Site on Tonnelle Avenue, located between the K-Mart and Shop Rite Shopping centers, and extends from 77th to 80th Streets. The site is approximately 764' wide and 680' deep totaling 12.0 acres. Existing on the site is the Evan Picone building which is 500' wide and 480' deep, with a total area of just over 250,000 square feet or 5.5 acres. The site is included in a redevelopment area that extended south to 69th Street.

The board approved a site plan including a 141,400 square foot retail commercial building on this site in February of 1996.

General Description

The current application includes demolition of the existing building and all existing paving and structures. The new building will be 467'-8" wide and 288'-8" deep with a garden center which will be an additional 120' wide and 220' deep. The total building area will be 133,400 square foot building with an additional, 28,700 of garden center for a total of 162,100 square feet of retail space. The plan includes several canopies, in the garden center, over the lumber yard entrance and over the main entrance. The total area of all these canopies is 21600 square feet. We have included these canopies in the building and lot coverage calculations. The building apparently will serve a single store, therefore the building will be analyzed as a commercial services building and use.

The new building will be set back approximately 320 feet from Tonnelle Avenue, with 61' and 150' side yard and 52' rear yard setbacks. The ordinance requires 15' front yard, 10' side yard and 40'

rear yard.

The new building coverage including all canopied areas but excluding the open garden center area will be 29%. The lot coverage for the site will be 88%. The ordinance permits up to 40% building coverage and 90% lot coverage.

The plans are not dimensioned as to height on the plans, so we have scaled the drawings. The building is shown to be 25' high to the roof deck, thus the building height is 25'. The building is shown with a 3' high parapet along the entire front facade, which will help hide roof mounted ventilation and other equipment. The applicant should verify that roof mounted equipment will not be exposed from the side views along Tonnelle Ave. The front of the building has a pediment constructed to appear like a gable roof line that has a total finished height of 47' above the grade and a mean height of the pediment of 43'. This is the apparent building height. The board may wish to have the applicant reduce the height of the pediment so that the mean height meets the requirements of a gable roof.

Stormwater Runoff

The storm water analysis indicates that the overall coverage has been reduced. We disagree with this finding and estimate that the total area of paving has remained essentially the same at around 88% of the lot area. The areas draining to Tonnelle Avenue remains essentially the same with a minor decrease in paved area. The area draining to the west has decreased in area, and remains essentially the same drainage coefficient. The areas draining to the north and south towards the K-Mart site and the Shop Rite shopping centers. The increase to these areas appears small in comparison to the overall drainage from the site. The applicant should provide evidence that the increase in flow to these areas will have no detrimental effects on these adjacent property owners.

Signs

We have used the 1997 C-2 Sign ordinance to review the sign requirements. A pylon sign will be provided adjacent to the 79th Street driveway. The sign will be 39' tall, 20' wide and have an area of 160 square feet. The project also has and three awning signs; a large sign on the building above the entrance that will be 330 square feet and two smaller signs advertizing the garden center (60 sf) and lumber yard (40 sf) for a total building sign area of 430 square feet.

The pylon sign is located adjacent to the driveway. Pylon type signs not associated with a shopping center are limited to 50 square feet and 25' in height. To offer a comparison a similarly sized shopping center is permitted free standing sign of up to 100 square feet and up to 40' in height.

Landscaping

Major portion of the unpaved areas are on the rear and sides of the site. The front of the property between the entrances are landscaped with grass and hollies, north of the 79th Street entrance is landscaped with grass and yews. These shrubs will be 40' from the traffic lanes, and 15' from the acceleration lanes of Tonnelle Avenue. The area will be in direct sun all day, and the plants may perform better if some shade trees are provided along the frontage. The applicant should provide trees planted at 50' centers along the front of the property. Yews and hollies are slow growing and require little maintenance but may not be suitable to the intense sun. The grass recently planted in other areas along Tonnelle Avenue have not prospered. We recommend that sprinklers be provided to ensure the growth along Tonnelle Ave. The plan includes Japanese

maples along the driveway at 79th Street on the south side of the parking area in the rear portion of the side yards. Shade trees shading master honey locust trees and various shrubs and ground cover plants are provided in the landscaping medallions in the parking area. There is very little landscaping amenity in the parking area. We estimate that less than 5% of the lot will be landscaped. The ordinance requires 10% of lot area. Landscaping areas on the sides and rear of the property will not improve the effectiveness of landscaping to soften views from Tonnelle (The rear and sides of the site can only be viewed from other industrial and service areas, and thus serves little purpose and reduces the likelihood that the landscaping will be maintained properly.) If the board requests additional plantings they should be provided in the front yard.

The plan on sheet 6 has a planting maintenance management program. The applicant should discuss how the program will be implemented to maintain the plantings shown.

Parking and Circulation

The plan includes two entrances to Tonnelle Avenue. One at 79th Street and a second at 77th street. Sheet 9 details the entrances and changes to Tonnelle Ave. The applicant is proposing to construct 90' of deceleration lane and 210' of acceleration lane to the 79th Street Entrance, not including tapered curb areas. The 77th Street entrance has no acceleration or deceleration lane. The 79th Street driveways includes one entrance lane and two exit lanes, each lane is either 10 or 11' wide as required by the ordinance. The ordinance limits curb cut widths to less than 24' wide. We feel this requirement is not appropriate for sites with this traffic volume, the curb cuts provided are approximately 105' wide for each driveway. The driveway will be 220 feet long to the stop sign, long enough to stack 10 or 11 cars before they spill out of the driveway onto Tonnelle Avenue. The driveway is located close to the lumber center loading area, the applicant should provide evidence that cars and trucks stacking around the loading area will not conflict with cars on the driveway. The 79th street driveways include a single entrance and exit lane, with a small dividing island. On a similar driveway configuration, the board required a no left turn sign for both the traffic exiting the site and the north bound traffic on Tonnelle Avenue.

The plan includes a driveway approximately 28' wide that circles around the rear of the building. The applicant should verify that the driveway will remain open to traffic and not be used for stacking of trucks and material. The driveways include a sidewalk crossing as required by ordinance.

The total retail commercial area is 162,100 square feet requiring 540 parking spaces. The plan includes 566 parking spaces. The aisles vary from 24' to 26', the ordinance requires 24' wide aisles. The parking spaces are typically 9' wide and 18' deep, 24 spaces closest to the Lumber loading area are 10' wide and 18' deep.

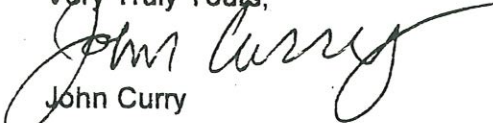
Loading

Retail uses require four loading space for the first 60,000 square feet of retail space and one for each additional 50,000 square feet of space for a total of 6 loading docks. The applicant has included three loading docks on the rear on the property. The loading docks are behind the garden center and will not be readily visible from Tonnelle Avenue. The docks have 220 feet from the edge of the docks to the curb for maneuvering room. This maneuvering room will conflict with the driveway around the rear of the building.

Lighting

The parking area is lighted with a series of 400 Watt fixtures on 30' poles. Sheet 7 shows the calculated lighting levels around the site. The ordinance requires an aggregate lighting level of 2 foot candles, with less than 0.1 foot candle at the property lines. The light level shown on the plan near the front property line range from 0.2 at the edges of the property 0.6 near the center of the lot to 1.0 near the 79th Street entrance. The side yard lighting levels can not be read as the numbers are obscured by the property lines. The light levels in parking area interior range from 2.2 to 4.5 near the base of the lights.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "John Curry". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

John Curry

Mayo, Lynch and Associates

Item	Required	Provided	Remark
Use	Commercial	Commercial	OK
Lot Area	10,000 SF .23 AC	12 AC	OK
Lot Depth	100'	680'±	OK
Lot Width	100'	760'	OK
Building Coverage	40%	29%	OK
Lot Coverage	90%	88%	OK
Max. Height	40'	32' ⁽¹⁾	OK
Front Yard	15'	220'	OK
Rear Yard	30'	52'	OK
Side Yard	10'	149'/61'	OK
Parking	162,100 SF/300SF= 540 parking spaces	566 parking spaces	OK
Loading	6	3	Variance
Landscaping	10% lot area= 53,000 SF Trees 50' Centers	27,000 SF	Variance Variance
Signs ⁽²⁾	Freestanding sign 100 SF 40' High 1 sign 75% of store width	Freestanding sign 160 SF 39' 3 signs totaling 430 sf wall sign	Variance Variance

(1) Apparent height of pediment exceeds 40' limit.

(2) Used requirements for shopping center of same dimensions.

EXHIBIT "B"

LOWE'S COMPANIES, INC.
Block 457A, Lots 34B, 35B, 36B and 37B
Bond Estimate
Our File No. NBES-907

Description	Unit	Quantity	Unit Price	Total Cost
10" PVC Roof Drain	LF	1080	\$22.50	\$24,300.00
8" CIP Storm Sewer	LF	40	\$40.00	\$1,600.00
8" DIP Storm Sewer	LF	90	\$40.00	\$3,600.00
12" PVC Storm Sewer	LF	50	\$25.00	\$1,250.00
15" RCP Storm Sewer	LF	180	\$50.00	\$9,000.00
18" RCP Storm Sewer	LF	130	\$55.00	\$7,150.00
24" RCP Storm Sewer	LF	870	\$60.00	\$52,200.00
30" RCP Storm Sewer	LF	910	\$65.00	\$59,150.00
36" RCP Storm Sewer	LF	90	\$80.00	\$7,200.00
60" Perforated HDPE Storm Sewer	LF	120	\$65.00	\$7,800.00
6" PVC Sanitary Sewer	LF	1510	\$70.00	\$105,700.00
6" Sanitary Sewer Lateral	LF	75	\$30.00	\$2,250.00
Inlet, Type B	UNIT	14	\$2,500.00	\$35,000.00
Inlet, Type E	UNIT	5	\$6,000.00	\$30,000.00
Fire Hydrant	UNIT	2	\$2,500.00	\$5,000.00
Outlet Structure	UNIT	1	\$6,000.00	\$6,000.00
Sewer Clean Out	UNIT	24	\$200.00	\$4,800.00
Trench Drain	LF	170	\$50.00	\$8,500.00
Bituminous Concrete Stabilize Base, Mix I-2	TON	3720	\$40.00	\$148,800.00
Bituminous Concrete Surface Course, Mix I-5	TON	1860	\$36.00	\$66,960.00
Dense Graded Aggregate Base Course	TON	8370	\$11.85	\$99,184.50
Concrete Sidewalk, 4" Thick	SY	3460	\$40.00	\$138,400.00
Concrete Pad, 8" Thick	CY	95	\$200.00	\$19,000.00
Concrete Curb	LF	6270	\$15.00	\$94,050.00
Retaining Wall	LF	875	\$100.00	\$87,500.00
Bollards	UNIT	15	\$100.00	\$1,500.00
Chain Link Fence	LF	1180	\$6.50	\$7,670.00
Guide Rail	LF	575	\$12.00	\$6,900.00
Lighting 400 Watts, Double Head	UNIT	20	\$1,000.00	\$20,000.00
Lighting 400 Watts, Single Head	UNIT	23	\$1,000.00	\$23,000.00
Deciduous Shrub	UNIT	340	\$50.00	\$17,000.00
Evergreen Shrub	UNIT	570	\$50.00	\$28,500.00
Evergreen Tree	UNIT	8	\$250.00	\$2,000.00
Ground Cover	UNIT	250	\$50.00	\$12,500.00
Ornamental Tree	UNIT	1	\$250.00	\$250.00
Perennial	UNIT	130	\$50.00	\$6,500.00
Shade Tree	UNIT	58	\$500.00	\$29,000.00
Topsoil / Fertilizing and Seed	SY	6320	\$5.00	\$31,600.00
Signs	UNIT	18	\$500.00	\$9,000.00
Traffic Striping & Markings, Long Life	LS	1	\$9,800.00	\$9,800.00
Inlet Protection	UNIT	19	\$100.00	\$1,900.00
Rip-Rap Apron	TON	90	\$20.00	\$1,800.00
Silt Fence	LF	2050	\$3.50	\$7,175.00
Wheel Cleaning Entrance Blanket	UNIT	2	\$2,000.00	\$4,000.00

Total:	\$1,244,489.50
Estimated Cost of Improvements:	\$1,250,000.00
Performance Guarantee @ 120%:	\$1,500,000.00
Performance Bond @ 90%:	\$1,350,000.00
10% Cash:	\$150,000.00
Maintenance Guarantee @ 15%:	\$225,000.00
Maintenance Bond @ 90%:	\$202,500.00
Maintenance Cash @ 10%:	\$22,500.00
Engineering Inspection Escrow:	\$75,000.00

6/16/00

EXHIBIT "C"

**Required Permits/Approvals For Lowe's Companies
For Block 457A, Lots 34B, 35B, 36B & 37B**

Our File No. NBES-907

Date 6/16/00

- X All Municipal Permits including Building, Plumbing and Electrical.
 Municipal Soil Moving Permit.
 DPW Sewer Connection/Disconnection Permit.
- X Written verification of approval or waiver from Hudson County Planning Board.
 Hudson County Road Opening Permit.
- X County Soil Conservation District Permit Hudson, Essex, Passaic
- X Written verification of BCUA approval to connect sanitary sewer NBMUA
- X New Jersey Department of Transportation Road Opening Permit.
- X NJDOT Stormwater Connection Permit.
- X NJDOT Highway Access Permit.
- TWA Permit.
- NJDEP CP #1 Permit.
- NJDEP Stormwater Permit.
- X Any other permits/approvals, as required.