

**TOWNSHIP OF ROCHELLE PARK
DEVELOPER'S AGREEMENT
TFJ 120 PASSAIC, LLC
120 West Passaic Street, Rochelle Park, New Jersey**

THIS AGREEMENT, made and entered into this 28 day of August, 2019, by and among the following Parties:

TFJ 120 PASSAIC, LLC, 87 West Passaic Street, Rochelle Park, New Jersey 07662 (hereinafter referred to as the "Developer"); and

THE TOWNSHIP OF ROCHELLE PARK, a Municipal Corporation of the State of New Jersey, having an address at 151 West Passaic Street, Township of Rochelle Park, County of Bergen and State of New Jersey 07662 (hereinafter referred to as the "Township"); and

THE PLANNING BOARD OF THE TOWNSHIP OF ROCHELLE PARK, a land use agency formed by the Township pursuant to the Laws vested with it by the Municipal Land Use Law and others, maintaining offices at 151 West Passaic Street, Township of Rochelle Park, County of Bergen and State of New Jersey 07662 (hereinafter referred to as the "Board");

RELATING TO real property described as Block 92, Lots 1 and 2 and Block 93, Lot 1, commonly known as 120 West Passaic Street, Rochelle Park, New Jersey (hereinafter referred to as the "Property"), said property being located in the "120 West Passaic Street Redevelopment Plan" area, which Plan was adopted by the Rochelle Park Township Committee on September 26, 2018, by Ordinance No. 1132-18 (hereinafter the "Redevelopment Plan").

WITNESSETH

WHEREAS, on December 6, 2018, the Developer received from the Planning Board of the Township of Rochelle Park, preliminary and final major subdivision approval and preliminary and final site plan approval with variances and waivers for the first phase of development of a proposed multi-phase redevelopment, as well as construction of a "Net Fill Compensation Area" on proposed Lot 1.01, Block 92, which initial phase includes the demolition of the existing building on the site and the construction of a self-storage facility and other site improvements, including parking, drainage and landscaping, regarding Property located at Block 92, Lots 1 and 2 and Block 93, Lot 1, commonly known as 120 West Passaic Street, as shown on the Tax Map of the Township of Rochelle Park, after hearings were conducted on the application; and

WHEREAS the aforementioned approvals were granted by the Board by virtue of a Resolution adopted on December 20, 2018, a copy of which is attached as Exhibit A and is incorporated into this Developer's Agreement;

WHEREAS the approvals granted are based upon plans attached hereto as Exhibit B, as follows:

- Plat entitled "Preliminary and Final Major Subdivision Plan TFJ 120 Passaic LLC" proposed self-storage facility prepared by Stonefield Engineering and Design consisting of the following sheets:

- A. SUB-1, dated 9/27/18 with no revisions
 - B. SUB-2, dated 9/27/18, with no revisions
- Plans prepared by Stonefield Engineering and Design consisting of the following 16 sheets:
 - A. C-1, cover sheet, dated 9/27/18, with no revisions
 - B. C-2, Overall Site Plan, dated 9/27/18, with no revisions
 - C. C-3, Existing Conditions Plan, dated 9/27/18, with no revisions
 - D. C-4, Demolition Plan, dated 9/27/18, with no revisions
 - E. C-5, Site Plan, dated 9/27/18, with no revisions
 - F. C-6, Grading Plan, dated 9/27/18, with no revisions
 - G. C-7, Stormwater Management Plan, dated 9/27/18, with no revisions
 - H. C-8, Utility Plan, dated 9/27/18, with no revisions
 - I. C-9, Lighting Plan, dated 9/27/18, with no revisions
 - J. C-10, Soil Erosion and Sediment Control Plan, dated 9/27/18, with no revisions
 - K. C-11, Landscaping Plan, dated 9/27/18, with no revisions
 - L. C-12, Landscaping Details, dated 9/27/18, with no revisions
 - M. C-13, Construction Details, dated 9/27/18, with no revisions
 - N. C-14, Construction Details, dated 9/27/18, with no revisions
 - O. C-15, C-14, Construction Details, dated 9/27/18, with no revisions
 - P. C-16, Property Owners List and Utilities to be notified, dated 9/27/18, with no revisions
- Plans prepared by Mancini Duffy, consisting of the following sheets:
 - A. Cover Sheet, dated 9/20/18, with no revisions
 - B. A-101, First Floor Construction Plan, dated 9/20/18, with no revisions
 - C. A-102, Second Floor Construction Plan, dated 9/20/18, with no revisions
 - D. A-103, Third Floor Construction Plan, dated 9/20/18, with no revisions

- E. A-104, Fourth Floor Construction Plan, dated 9/20/18, with no revisions
- F. A-701, Elevations, dated 9/20/18 with no revisions

The foregoing are referred to (collectively “Approved Plans”)

Stormwater Management Report prepared by Stonefield Engineering and Design, dated September 27, 2018, with no revisions

Certification for Absence of Wetlands prepared by Stonefield Engineering and Design dated September 27, 2018, with no revisions

Traffic Assessment Letter Report prepared by Stonefield Engineering and Design dated September 27, 2018, with no revisions

Environmental Impact Statement dated October 11, 2018

The approvals granted are also based upon the following attached hereto as Exhibit B and marked as follows:

Exhibit A-1 Aerial Exhibit, prepared by Stonefield Engineering and Design (“Stonefield”) dated October 25, 2018;

Exhibit A-2 – Colorized Site Plan Exhibit prepared by Stonefield, dated October 25, 2018;

Exhibit A-3 – Vehicle Maneuvering Exhibit prepared by Stonefield dated November 5, 2018;

Exhibit A-4 – Colorized Architectural Elevations prepared by Theodore Hammer, AIA, dated September 26, 2018;

Exhibit A-5 – Photograph of Existing Building;

Exhibit A-6 – Revised Colorized Elevations prepared by Theodore Hammer, AIA;

Exhibit A-7 – Rendering, Passaic Avenue View, prepared by Theodore Hammer, AIA;

Exhibit A-8 – Rendering of view of building from between residences on Fairfield Drive, prepared by Theodore Hammer, AIA;

Exhibit A-9 – Landscaping Plan and Buffer Zone prepared by Theodore Hammer, AIA;

Exhibit A-10 – Corner façade detail prepared by Theodore Hammer, AIA;

WHEREAS, it is required that certain fees and deposits be paid to the Township as required by Ordinance; and

WHEREAS, the approving Resolution provided, among other things, that there be a Developer’s Agreement by and between the Developer, the Township and the Planning Board; and

WHEREAS, this Developer’s Agreement is intended to be that Agreement to satisfy that condition; and

WHEREAS, by this Agreement, the Parties desire to express their acknowledgement and acceptance of the safeguards, conditions and limitations under which the required site improvements for the project will proceed and which must be installed in accordance with the approved plans and meet the specifications currently in effect, and must be inspected during construction the Township Engineer subject to modifications as allowed by N.J.S.A. 40:55D-49(a) and that such must be completed in good and workmanlike manner as a condition precedent to the issuance of required permits and approvals; and

WHEREAS, the Parties desire to memorialize their respective rights and obligations consistent with the approving Resolution and all applicable laws, ordinances, rules and regulations, including but not limited to the Land Use regulations of the Township; and

WHEREAS, Developer had agreed to and accepted the conditions set forth in the Resolution of the Planning Board and its other obligations as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, and for the purpose of defining and specifying the obligations of Developer, and to provide for the performance of said obligations and enforcement of the Township's land use regulations and rights hereunder;

IT IS HEREBY AGREED by and among the Parties hereto, on the date above written as follows:

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 the Developer, certifying to the Township and the Board, the legal title and interest of the Developer. Upon execution hereof, a list of interest holders holding ten percent (10%) or more of the stock or membership share of the Developer will also be filed in accordance with N.J.S.A. 40:55D-48.1.

2. THE PROJECT

The Developer has received preliminary and final major subdivision approval and preliminary and final site plan approval with variances and waivers for the first phase of development of a proposed multi-phase redevelopment, as well as construction of a "Net Fill Compensation Area" on proposed Lot 1.01, Block 92, which initial phase includes the demolition of the existing building on the site and the construction of a self-storage facility and other site improvements, including parking, drainage and landscaping, regarding property located at Block 92, Lots 1 and 2 and Block 93, Lot 1, commonly known as 120 West Passaic Street, said Property being located in the "120 West Passaic Street Redevelopment Plan" area, as reflected in the approval granted by the Planning Board, and as set forth in the approving Resolution, attached hereto as Exhibit A, all to the reasonable satisfaction of the Township Engineer. The Redevelopment Plan was adopted by the Rochelle Park Township Committee on September 6, 2018, by Ordinance No. 1132-18 (the "Redevelopment Plan"). After the perfection of the subdivision, four separate and independent parcels will be created. It is understood and agreed that Lot 1.01, Block 92, (the "Residential Lot"), is not part of the initial phase of the development for which the site plan approval was granted. It is further understood and agreed that Lot 1.01, Block 92, remains subject to the requirement of construction of a "Net Fill Compensation Area" on that Lot as required by the New Jersey Department of Environmental Protection. It is further

understood and agreed that the redevelopment of Lot 1.03 will be a "Major Development." As a Major Development, under the State of New Jersey Municipal Stormwater Regulations, the Owner of Lot 1.03 must maintain and provide an Operation and Maintenance Manual consistent with State of New Jersey Requirements and, including log sheets and all related documents, indicating the preparer, date, etc.. The Operation and Maintenance Manual must be submitted for review as required by New Jersey Stormwater Regulations and must be amended, as necessary, to include all future components of the redevelopment of the site.

3. IMPROVEMENTS AND WORK TO BE DONE

A. At the sole cost and expense of Developer, there shall be built, constructed and installed upon the Property, all of the improvements shown on Approved Plans attached hereto as Exhibit B including the Net Fill Compensation Area, and described in the "Preliminary Construction Cost Estimate for TFJ 120 Passaic, LLC," and approved by the Township Engineer, attached hereto as Exhibit C (collectively, the "Improvements"). The Improvements shall include all improvements shown on the Approved Plans, Exhibit B, or referred to in the Resolution, Exhibit A.

B. Without in any way intending to limit the generality and comprehensiveness of the foregoing statement of Developer's obligations, Developer covenants and agrees, at Developer's own sole cost and expense, to furnish, provide and supply all materials, labor, equipment, tools and appliances necessary and proper to complete the proposed development (the "Project"), including all of the onsite and off-site Improvements and work, as follows:

1. Shown on Approved Plans annexed hereto as Exhibit B:
2. Required by the Township Engineer Michael J. Kelly, P.E., of Boswell Engineering or Construction Code Official in accordance with the Approved Plans and as may be required for field changes as development work is done.
3. Required by the Resolution (Exhibit A) and the record of this Application.
4. Required by any other governmental agency having jurisdiction over the project and including all of the following:
 - Engineering reviews of Job and Job (Kenneth Job, PE), dated October 19, 2018 marked as B-1; , October 29, 2018 marked as B-2; , and November 29, 2018
 - Planning review of Heyer, Gruel & Associates (John Barree, PP), dated October 23, 2018 marked as B-3
 - Letter from Miannecki Consulting Engineers (Monica Miannecki, PE) dated October 15, 2018 marked as B-4, October 30, 2018 and November 7, 2018

Including work provided for as follows:

Exhibit A-1 Aerial Exhibit, prepared by Stonefield Engineering and Design (“Stonefield”) dated October 25, 2019;

Exhibit A-2 – Colorized Site Plan Exhibit prepared by Stonefield, dated October 25, 2019;

Exhibit A-3 – Vehicle Maneuvering Exhibit prepared by Stonefield dated November 5, 2019;

Exhibit A-4 – Colorized Architectural Elevations prepared by Theodore Hammer, AIA, dated September 26, 2019;

Exhibit A-6 – Revised Colorized Elevations prepared by Theodore Hammer, AIA;

Exhibit A-7 – Rendering, Passaic Avenue View, prepared by Theodore Hammer, AIA;

Exhibit A-8 – Rendering of view of building from between residences on Fairfield Drive, prepared by Theodore Hammer, AIA;

Exhibit A-9 – Landscaping Plan and Buffer Zone prepared by Theodore Hammer, AIA;

Exhibit A-10 – Corner façade detail prepared by Theodore Hammer, AIA;

C. It is agreed by and between the Parties to this Agreement that, absent further review and approval by the Planning Board, that pursuant to the Approved Plans referenced herein (Exhibit B), Developer shall install the Improvements shown on the Approved Plans. It is further agreed that the certification on said plans represent the design standards employed in such plans minimally meet the requirements of the Ordinances of the Township of Rochelle Park. Where a variance or waiver has been granted by the Planning Board, Developer shall be required to comply with the conditions and the appropriate standards concerning such variances and waivers.

4. **AS-BUILT SURVEY** Upon completion of all of the Improvements as shown on the Approved Plans, Developer shall send written notice thereof to the Board and to the Township. Said notice shall be accompanied by an “as-built survey,” prepared and certified by a licensed professional land surveyor, of all site Improvements, which include improvements that are to be dedicated to the public and accepted. The “as-built survey” shall be submitted to and approved by the Township Engineer prior to the final release of the performance guarantees and escrow funds. Said “as-built survey” shall consist of:

A. A survey showing the exact location and elevation, as built, of all Improvements required by this Agreement including, without intending to limit the generality hereof, the location of all features located from the curb line to the rear of the Property water mains, gas mains and underground supply lines for light, electric and telephone service, if any, and all of their appurtenances, including as-built location, size and type of all utility service connections and all storm water-related equipment and installations, building sewer laterals, stubs and taps for building connections;

B. Profiles, as built, of storm sewers and sanitary sewers and their respective appurtenances;

C. Cross-sections, as built, of streets, roads and drives, where applicable;

D. All landscaping to the Property, including all trees located on the Property;

E. All contours, floor and ridge elevations, utilities, and other miscellaneous structures as required and in accordance with the Township Stormwater Control Plan Permit; and

F. The survey should include notes pertaining to field changes required by the Construction Code Official and or the Township Engineer or his representatives during the construction phase of the Property.

5. LEGALLY REQUIRED IMPROVEMENTS

A. Developer shall also perform, at its sole cost and expense, any other improvement lawfully required by any governmental agency, board, department, bureau or other unit prior to the full completion of the Project.

B. Upon perfection of the subdivision, Lot 1.01, Block 92, which will be a separate lot, could be sold to a third party. Developer understands and agrees that any owner of Lot 1.01, Block 92, including any future purchaser of Lot 1.01, Block 92, is subject to the construction of a "Net Fill Compensation Area" on Lot 1.01, Block 92, as required by the New Jersey Department of Environmental Protection Flood Hazard Area Permit. Developer agrees to prepare, execute and record any necessary documents to provide notice to any future purchaser of this requirement that shall exist in perpetuity.

6. REVISIONS TO PLANS

The Developer agrees that if, during the course of construction and installation of Improvements, it shall be determined by the Township Engineer and/or the Construction/Building Subcode Official that revision of the Approved Plans is necessary in the public interest for safety or public health, it will undertake at its own expense, such design and construction changes only in the nature of minor field changes, as may be indicated by the Township Engineer and/or the Construction/Building Subcode Official. This paragraph is meant to apply to changes commonly referred to as "field changes" which shall be of a minor and technical nature. Nothing contained herein shall be construed so as to allow the Developer to delete, relocate or modify any Improvements or landscaping shown on the approved plans without prior approval of the approving authority, the Township of Rochelle Park Planning Board. Further, if the within application was the subject of variance approval, no change shall be made to the plans or the project which would in any way further intensify or alter any variance without the express approval of the Board and regardless of whether such change be a *de minimus* change, or a change which could be seen as a "field change" as such term has been used hereunder.

7. TIME FOR COMPLETION

A. Unless otherwise extended by the Board, or as otherwise provided in any Redevelopment Agreement to be executed by the Developer, as Redeveloper, and the Township, all of the Improvements and work described herein shall be completed, to the satisfaction and approval of the Township, within two (2) years from the date of the issuance of full building permit but in no event more than three (3) years from the date of this Agreement, subject to any agreed upon extension. In the event the work is not so completed, the Township may require that performance guarantees,

pursuant to N.J.S.A. 40:55D-53, be extended, if necessary, to adequately secure the Township in connection with such extension of time for such completion.

B. If any extension of time shall be timely applied for, the Board may recommend that the Township grant such application upon the condition that increased performance guarantees be provided should the then prevailing costs make such increase necessary to adequately secure the Township, to the extent permitted by N.J.S.A. 40:55D-53. No extension shall be granted if there is a negative balance in the inspection escrow accounts for this matter as to which Developer has been advised in writing.

8. COMPLIANCE WITH LAWS

All of the Improvements referred to herein shall be made and installed in a good and workmanlike manner, in accordance with all applicable state and federal laws and in accordance with such specifications, Ordinances, rules and regulations which may be reasonably applicable to the work required by the Project or which may be reasonably required by the Township agencies, boards, officers or departments having jurisdiction over the Project in accordance with the Approved Plans. All buildings and structures proposed by the Project shall be subject to the inspection of the Building Code Official and any applicable sub-code officials. All other site improvements and site work not under the jurisdiction of the Building Code Official shall be subject to the inspection and approval of the Township Engineer or someone qualified and designated in writing by the Township for that purpose.

9. CONSTRUCTION ITEMS

Developer agrees to comply with all construction items mandated by the Resolution in accordance with the Township Code and directives of the Township Engineer and Building Code Official. Developer covenants and agrees to cause to be furnished, provided and supplied, at Developer's sole cost and expense, all of the design, engineering architectural, planning, supervisory and managerial services and all of the labor, materials, supplies, tools, equipment and machinery required to perform and complete the Improvements and site plan work described herein, in a good, substantial, orderly, neat and workmanlike manner and in full and strict compliance with all applicable laws, rules, Ordinances and regulations of governmental authorities having jurisdiction in accordance with the Approved Plans, Resolution and with the terms and conditions of this Agreement.

10. NATURE OF WORK

A. The completion of the work shall include but not be limited to, demolition of existing improvements, site grading, construction of a "Net Fill Compensation Area" on proposed Lot 1.01, Block 92, construction of all curbs, curb cuts, guide rails, pavements, inlets, storm drains, catch basins, detention facilities, manholes, sanitary sewers, swales, water mains and services with necessary fittings, fire hydrants, underground wiring, retaining walls with necessary footings, signage, the planting of trees, landscaping, re-vegetation and stabilization, headwalls, riprapping, lighting and sidewalks when required and where shown, in accordance with the Approved Plans submitted for approval, including any permits issued by the New Jersey DEP, and where applicable, any approvals or permits issued by any utility company, the County of Bergen and the State of New Jersey, and the planting of trees as stated herein, as is required by the Ordinances of the Township and as it otherwise shown in accordance with the plans above-referenced, all as set forth in Exhibit B. The work shall be completed within the within-stated time period and any extensions. In the instance of the final

surfacing of the road, if any is necessary, it shall be delayed at the direction of the Township Engineer until at least one (1) winter season has elapsed in order to afford settlement of the roadway intermediate and base courses and otherwise until such time as the Township Engineer is of the opinion that the final surfacing will not be disturbed by reason of the movement of construction equipment within the area. The planting of trees may be delayed in the event that weather conditions at the time contemplated for their planting is not conducive to such activity, provided that Developer's request in that regard is corroborated by the recommendation of the Township Engineer. All parts of public roads disturbed shall be restored in accordance with Township standards and to the satisfaction of the Township Engineer.

B. **Stockpiled Material On Site** It is acknowledged by the parties that soil, asphalt and recycled concrete aggregate are currently stockpiled on the property. Upon execution of this Agreement, Applicant shall provide the Township, for its review, a list of the volumes of material currently stockpiled on site and a list of the volumes of the current material to be reused for the development of the self storage facility. If the Township determines that the volume of material to be reused on site is of an acceptable volume to be stockpiled, then applicant must have all other material removed from the site within sixty (60) days of execution of this Agreement, and must provide proof of the removal to the Township.

C. **Maintenance of the Pond on Site** The Developer is solely responsible for the proper maintenance of the pond on the Property. Developer shall, at its sole cost and expense, maintain the pond, including during all phases of development of the Property, to the reasonable satisfaction of the Township. In addition, the Developer shall implement proper safety measures to protect the public, which safety measures shall be reviewed and approved by the Township. Developer acknowledges that the Township will not issue a Certificate of Occupancy for the Project until electrical power is available to service the pump at the pond and water is connected, and these systems are functioning, in the reasonable determination of the Township Engineer.

D. In addition to the above and as a prerequisite to the Developer securing any building permits and the commencement of any work within the site, the Developer shall fully comply with all the stipulations and conditions of the Resolution and shall secure certification that all other required agency approvals have been obtained, which certification may be in the form of copies of said approvals.

E. In addition, during all phases of construction, the Developer shall use all reasonable efforts to prevent any accumulations of water in excess of what now exists on properties adjoining the subject site. Work shall not commence until the Developer submits a schedule of operations which is acceptable to the Township Engineer, provided, however, that it is agreed and understood that prior to the commencement of any other work on the site, any and all debris and soil previously illegally deposited, if any, on the premises shall be totally removed, and all drainage systems and detention facilities required to facilitate the development shall be the first Improvements to be constructed, which drainage and detention systems shall be signed to achieve zero percent increase in the rate of surface water runoff.

11. SURFACE WATER

A. Final grades must blend into the established grades of all adjoining developed property unless otherwise set forth in the Approved Plans. Differences in grade elevation along

Property lines will be allowed only if, in the opinion of the Township Engineer, no drainage problems exist or will be created or if shown to have been approved in the Approved Plans. The Developer shall take such steps as shall insure proper drainage as required by the Approved Plans. If surface contours are changed by the Developer on the Property so as to cause additional surface water runoff from one lot to another affecting the proper use of any adjacent lot, the Developer will construct such swales, drains, walls or other drainage facilities so as to prevent said runoff affecting the proper use of any adjacent lot to the extent shown on the Approved Plans. The Township shall have the right to refuse the issuance of a Certificate of Approval to the Developer or its successor in the event that the Developer fails to construct the Project in accordance with the Approved Plans.

B. The Developer hereby agrees with the Township to hold said Township, the Mayor and Council, the Township Engineer and the Planning Board harmless for any damage or liability that might arise due to the impoundment of surface water and/or the increased discharge of surface water upon lands abutting the Property being developed other than shown as on the Approved Plans or as modified only by approved field changes, and further agrees to alleviate any and all conditions that may arise by reason of the impoundment of surface water and/or the increased discharge of water, soil or dirt upon said abutting properties, including Township property, to the satisfaction of the Township Engineer if the Project is not constructed in accordance with the Approved Plans or as modified by approved field changes.

12. DRAINAGE SYSTEM AND MAINTENANCE

A. The Developer shall install all storm drainage facilities including but not limited to manholes, inlets and pipes in accordance with the Approved Plans.

B. During and at the conclusion of construction, the Developer shall clean the drainage system, and any affected off-site drainage systems, of all silt and debris caused by the subject work and restores the same to its design section and volume prior to acceptance by the Township.

C. The Developer shall hold the Township, the Mayor and Council, the Township Engineer and the Board harmless from any damage or liability that might arise due to the construction of the Project other than in accordance with the Approved Plans, modified only by approved field changes.

13. 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 and telephone. Nothing herein shall require the Township to install utilities for this Project.

14. DEEDS AND EASEMENTS

A. Developer shall prepare Deed Restrictions and/or Deeds of Dedication or Easements, for all lands to be so restricted pursuant to the Resolution or Approved Plans, including Lot 1.01, Block 92, which remains subject to the requirement of construction of a "Net Fill Compensation Area" on that Lot as required by the New Jersey Department of Environmental Protection and shall record same. Proposed Lots 1.01 and 1.02 in Block 92 are subject to the conditions of the NJDEP Flood Hazard Area Permit dated February 1, 2019. Specifically, pursuant

to said Permit, the subject lots are limited to changes in grade and need to meet the net fill compensation as required by the NJDEP.

B. No right to the issuance of a Certificate of Occupancy or the release of any performance security, if applicable, shall accrue to Developer until such time as any grants and conveyances provided for above have been made and copies provided to the Township.

15. PERFORMANCE AND MAINTENANCE GUARANTEES, ESCROW AND PAYMENTS

A. Upon the execution of this Agreement, and as a condition precedent to the issuance of any permit, Developer is hereby required to furnish cash, a performance bond with sufficient sureties, a letter of credit or other form of performance guarantee acceptable to the Board and/or the Township in the respective amounts provided in Exhibit D. A guarantee or letter of credit which is consistent with N.J.S.A. 40:55D-53b shall be acceptable to the Township. The Developer shall not proceed with any Improvements or installation on the Property which is the subject matter of the Agreement, unless the performance guarantees and escrow have been delivered in order to guarantee the completion and proper construction of the Improvements and to provide sufficient funds to cover the engineering and legal costs incurred by the Township on behalf of the Developer including the inspection of construction and the costs of preparation review, and processing of this Agreement.

B. Any such guarantees are for the purpose of assuring the performance of every obligation incumbent upon Developer to perform as in this Agreement set forth, and to guarantee and indemnify the Township from and against any cost, expense or loss arising, directly or indirectly, out of the failure or default, in whole or in part, of Developer to install and maintain the Improvements that Developer is required to install and maintain under and pursuant to the provisions of this Agreement and the Laws, Ordinances, Resolutions, Rules and Regulations referred to in this Agreement.

C. It is the intent of the Parties that the guaranty referred to shall include those items set forth in N.J.S.A. 40:55D-53 attributable to the actual costs of constructing and installing the bondable improvements, as permitted by statute.

D. The Township of Rochelle Park contemplates the inspection of all facilities as set forth in the Cost Estimate (Exhibit C) and Performance Guarantee (Exhibit D), if applicable. The Township Engineer shall inspect the installation of storm drains, sanitary sewers, road Improvements, and all other facilities which will be maintained by private utility companies, except if inspected by such private utility, or by a public utility or other governmental entity, all as provided by N.J.S.A. 40:55D-53 or other applicable statute.

E. The form of the surety bond or letter of credit to be furnished by Developer, if applicable, shall be subject to the approval of the Township Attorney as to form, provided, however, that a guarantee or letter of credit consistent with N.J.S.A. 40:55D-53b, shall be acceptable to the Township. A copy of same shall also be provided to the Planning Board Attorney. The Township shall be named the beneficiary of any such guarantees.

G. The Township, by Resolution, shall reduce the amount of the surety performance bond, or accept a substitute letter of credit when portions of the Improvements have been certified by the Township Engineer to have been completed, as provided by statute.

H. Applications for release of Developer and the surety, if any, from the obligation of any performance bond shall be processed in accordance with the governing provisions of the Municipal Land Use Law N.J.S.A. 40:55D-1 *et. seq.* Upon completion of all of the –bondable Improvements in a good and workmanlike manner and such certification by Developer, its successors or assigns, and a conforming certification by the Planning Board Engineer, the Governing Body by Resolution shall release the performance guarantee and cash deposits where applicable. Developer shall seek partial release of the performance guarantee, provided that such request has been approved accordance with the provisions of N.J.S.A. 40:55D-53.

I. Except where required by statute, no security shall be fully released until the occurrence of all of the following events:

1. All of the Improvements herein provided for have been certified in writing by the Township Engineer to have been completed in a good and workmanlike manner and in accordance with the approved plans.

2. “As-Built” Survey has been submitted and approved for the work performed to the extent required herein.

3. All requirements of this Agreement, the local approving agency, and any other governmental agency have been met.

4. All taxes and escrow charges have been paid which may be due on the Property.

5. A Resolution approving the reduction or release has been adopted by the Township Council, to the extent applicable.

J. Developer is required to provide the Township with a two (2) year maintenance guarantee for such improvements as authorized or required by N.J.S.A. 40:55D- 53.

K. As a condition for acceptance of any public Improvements for maintenance by the Township, if any, Developer shall furnish a maintenance bond in an amount equivalent to 15% of the costs of the bondable Improvements for a term of two (2) years as provided in N.J.S.A. 40:55D-53.

L. Said maintenance bond shall be in a form satisfactory to the Township Attorney provided that a bond which meets the requirements of N.J.S.A. 40:55D-53b shall be acceptable to the Township. It shall assure the maintenance of said bondable improvements and facilities by Developer pursuant to N.J.S.A. 40:55D-53a.(2)(a) and (b). The Township shall be named the beneficiary of said bond.

M. If, before the completion of said work, 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, which petition is not discharged within sixty (60) days of the filing thereof, or ceases work for a period of thirty (30) consecutive days (except for delays caused by weather, strikes or unavailability of materials) without the permission of the Township Engineer and fails to resume work within ten (10) days after receipt of notice by certified mail to the address stated in this Agreement, then it shall be the duty of the

surety, if any, immediately to undertake the completion of the work at the expense of Developer and its surety, or to pay to the Township the costs of the completion of the work. If a letter of credit is given as any security, the Township may draw upon the credit in accordance with its terms for the purpose of paying to the Township the costs of completion of the work.

N. It is mutually understood and agreed by the Parties hereto and by Developer's surety that any amendment, extension, modification or alteration in any of the terms and conditions of this Agreement, or the waiver or release of any conditions or requirement by the Township shall not relieve any surety from its obligation on the performance or maintenance bonds.

O. If the Board shall approve a form of performance guarantee other than a corporate surety bond, the term "surety bond" as herein used shall be deemed to refer to such other form of performance guarantee.

P. It is specifically agreed that if, during the course of the development, it appears that the amount of the escrow deposit for engineering inspection fees is inadequate to meet such costs, the Township may require such additional sums to be deposited with the Township an amount to be agreed upon by the Township and the Developer, and the Developer shall forthwith provide the same to the extent permitted by and consistent with the terms of N.J.S.A. 40:55D-53.

Q. All fees, costs, bonds and escrows shall be paid or posted when due. All monies are to be paid within twenty (20) business days of written request by the Board's secretary.

16. PROFESSIONAL FEES

The engineering and legal fees or charges for services rendered to the Board and the Township in connection with the preparation, implementation and oversight of this Agreement shall be paid by the Developer as required by the Township Ordinance, to the extent provided by N.J.S.A. 40:55D-1 et seq. For this purpose, the Developer shall deposit the following upon execution of this Agreement:

A. A cash deposit in the sum of \$22,500.00 for engineering services pursuant to N.J.S.A. 40:55D-53h., and Developer shall replenish the existing escrow previously posted within the Planning Board in sums necessary to reimburse the invoices submitted by the Attorney for the Board, in connection with preparation and review of this Agreement, 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 the Township as it might determine to be necessary and reasonable to the extent permitted by N.J.S.A. 40:55D-1 et seq., and the Developer shall deposit same within the time provided herein. No building permits or certificates of occupancy shall be issued until such additional deposits shall have been made provided that the Township and Board have fully complied with all obligations relating to any escrow deposit, pursuant to N.J.S.A. 40:55D-53.2b. and c.

B. The Township shall be, and hereby is authorized by the Developer to disburse the said deposit in payment of such services as are rendered upon the submission of proper vouchers therefore, duly sworn to by the person or persons rendering the services, provided such invoice has been provided to the Developer and all accounting and interest provisions of N.J.S.A. 40:55D-53.2 have been complied with and the unused portion of any such deposit shall be returned to the Developer

by the Township upon completion of the professional services undertaken and upon certification of completion to the Township by the respective professionals rendering such services.

17. ENGINEERING INSPECTION PROCEDURES

A. The Township contemplates the inspection of all construction and facilities as set forth in the Approved Plans, (Exhibit B) and Engineer's Performance Guaranty Estimate appended hereto as Exhibit D. The Township Engineer shall inspect all items enumerated in Exhibits B, C and D annexed hereto consistent with N.J.S.A. 40:55D-53h. The Township Engineer shall inspect the installation of storm drains, sanitary sewers, road improvements and all other facilities which will be maintained by the Township, exclusive of facilities owned and maintained by private utility companies or under the jurisdiction of other governmental agencies or entities.

B. The Developer shall notify the Township Engineer at least forty-eight (48) hours prior to the commencement of construction of any such facilities. In the event of temporary suspension of construction, the Township Engineer shall be notified at least forty-eight (48) hours in advance of the renewed starting date of construction of any such facilities. Backfilling after the laying of potable water supply, drainage or sanitary sewer pipes, or other facilities in connection therewith, shall be absolutely forbidden except after the inspection and approval of the Township Engineer or his duly authorized representative.

18. SOIL REMOVAL, MOVEMENT AND EROSION

A. Before the movement of any soil is commenced on the lands subject to this Agreement, the Developer shall obtain the necessary permit(s) therefore in accordance with the Township Ordinance limiting and controlling the movement of soil.

B. Conservation: All soil conservation measures, including re-vegetation of disturbed areas, required under all soil permits or as specified by the Township Engineer or the Bergen County Soil Conservation District, shall be adhered to by the Developer.

C. All soil erosion and sediment control measures shall be installed at the locations and in accordance with the details shown on the approved plans, prior to the start of work on the project. All additional measures deemed reasonably necessary by the Bergen County Soil Conservation District shall also be installed by the Developer where and when directed by the Bergen County Soil Conservation District. Once installed, said measures shall be properly maintained and/or replaced as necessary to serve the function for which they are intended.

D. Access to and egress from the site for construction, delivery and/or soil movement purposes shall be by way of the stabilized construction entrance(s) shown on the approved plans and in accordance with the terms set forth in the Resolution.

19. LANDSCAPING

A. Developer shall provide all landscaping as set forth on the Approved Plans (Exhibit B) and in the Resolution. Specifically, Developer must maintain all trees at its sole cost and expense, in accordance with the Approved Plans (Exhibit B). Any trees removed during construction that were not indicated to be removed in Exhibit B shall be replaced at Developer's sole cost and

expense, as directed by the Township Engineer. Developer agrees to comply with all provisions of the Township Tree Ordinance.

B. To the extent that any of the natural vegetation to remain is damaged or destroyed by construction or within a period of twenty-four (24) months thereafter, becomes diseased or is destroyed as a consequence of construction on the site, the Developer agrees to replace same with vegetation which will as closely as possible assimilate with that which has become diseased or destroyed.

20. OFF-SITE IMPROVEMENTS

Developer will be responsible for its *pro rata* share now and in the future, as required by N.J.S.A. 40:55D-42, of any reasonable and necessary off-tract improvements to water, sewer, drainage and street improvements which bear a nexus to the needs created by the development, and easements therefor, and of those off-tract improvements which are additionally set forth as agreed to on the record of this application and provided in the Resolution (Exhibit A). The off-tract contributions shall be based on a circulation plan and comprehensive utility service plan pursuant to N.J.S.A. 40:55D-28. In the event that joint applications will be required in relation to any necessary off-site Improvements, Developer hereby agrees to cooperate with the Township and its respective agents. The Township Engineer shall have the right to reject any of the improvements constructed which do not meet his approval.

21. ENVIRONMENTAL CONSIDERATIONS

A. All construction equipment shall be operated with proper noise attenuation devices and in a manner that complies with the provisions of all Township, County and other governmental noise ordinances. All construction shall be performed in accordance with the provisions of all Township, County and other governmental noise ordinances.

B. Developer shall comply with all conditions and requirements of the Fire, Health and Police Departments of the Township of Rochelle Park.

22. TRAFFIC

Developer shall provide sufficient safety measures for any construction on the subject Property and shall address any traffic concerns during said construction. Any traffic issues and/or concerns related to all parameters of construction on the subject Property shall be addressed appropriately by the Developer, and shall be subject to the inspection and approval of the Township Engineer, the Township Police Department and any other municipal agency with said interest in potential traffic issues and/or concerns.

23. MANNER OF PERFORMANCE

A. Developer agrees that the work conducted by or on behalf of Developer shall be performed in such manner as to cause no nuisance, public or private, and no undue annoyance to the public at large by reason of noise, dirt, dust, debris, air pollution, gas, smoke or other annoyance resulting from construction or the actions of Developer or its agents. Developer agrees to take specific dust-laying measures and appropriate steps to prevent soil spillage on public streets. Any such spillage shall be removed immediately by Developer.

B. Tires shall be cleaned before leaving the Property and, in the event any soil is to be removed tarpaulins shall be placed over the trucks. Developer agrees to provide for the proper maintenance of Township and County streets which its construction vehicles use during the course of construction, which shall be performed on a daily basis, to ensure that they are clean from dirt and debris which may accumulate from the excavation and construction on the development site.

C. Developer shall comply with the reasonable requests of the Township and shall take whatever steps are necessary to ensure that the construction of this development project will not interfere with adjoining land owners. In connection therewith, the Township shall have the right to limit the use of certain Township streets and regulate the hours of operation during the course of construction. If required by the Township, Developer shall submit a construction schedule outlining the phases of construction so that the Township may coordinate the use of streets and roads so as to not unreasonably interfere with the use thereof by other members of the public.

D. Upon completion of the work, Developer shall remove all rubbish and debris, scaffolding, temporary construction tools and surplus materials such as mounds of dirt, and shall leave the site in a clean suitable condition. During construction, the site shall be cleaned regularly to insure that it remains in an acceptable condition.

E. . . There shall be a mandatory pre-construction meeting with the Township Engineer and any of his designated code or sub-code officials or other representatives. In the event of temporary suspension of construction, the Township Engineer shall be notified of the renewed starting date of construction.

24. ROADWAY CONSTRUCTION

A. All paved areas shown on the subject plans shall be improved by the clearing and grading of the same for the entire width and the installation of proposed utilities, curbs and base course pavement within the paved areas as shown on the approved plans. During construction, the Developer shall provide, at the access ways to the site, facilities to prevent nuisance resulting from dust and silting of roadways from debris lodged on or about truck wheels and tires.

B. In addition to the above, the Developer shall, before beginning construction on any paved areas, remove all trees, stumps, logs, branches or other debris from the area of any of the paved areas or any such materials which may have been placed, deposited or covered within the area to be paved, and said areas shall be refilled with clean and suitable fill, properly compacted mechanically or otherwise as may be required by the Township Engineer.

25. OPEN SPACE

Nothing in this Agreement shall authorize the Developer to remove or move any soil within the subject Development, nor to destroy any trees except as may be required to construct the Improvements as set forth on the Approved Plans.

26. PROTECTED AREAS

The Developer represents that any areas indicated on the plans as undisturbed are to remain in their natural state. To this end the Developer agrees to construct snow fencing along the boundary of any such areas to protect same against destruction during the various construction phases to the extent

required by the Township Engineer. Vegetation within such areas which is destroyed or becomes diseased as a result of the work required pursuant to this Agreement shall be replaced with suitable vegetative material as approved by the Zoning Board of Adjustment. All other areas destroyed during construction shall be restored by appropriate grading and placement of vegetative material subject to the approval of the Zoning Board of Adjustment, or in the appropriate case, the Township Engineer.

27. PUBLIC WELFARE REQUIREMENTS

If after the execution of this Agreement, or at any time during the course of site work on the Property, a condition relating to the project, its use and/or construction, shall occur adversely affecting or threatening the public health or safety, or a condition develops inimical to the general welfare, or if there should be any federal, state, county or municipal governmental agency that shall lawfully require any Improvement, work or installation, not expressly shown on the approved plans or the Improvement schedule, Developer agrees to take all necessary action to abate such threat or condition or to meet such governmental requirement. If Developer fails to correct such condition within such time as the Township shall specify, the Township may order the corrective work to be done, and Developer and its surety shall reimburse and indemnify the Township for all of its costs and expenses in connection therewith, including legal fees and costs.

28. RESTRICTIONS ON CONSTRUCTION ACTIVITIES

Developer agrees that it shall perform construction and shall be bound by the Township Ordinances and other regulations governing permitted times for construction, subject to written consent by the Township or its authorized representative to the contrary.

29. AMERICAN WITH DISABILITIES ACT COMPLIANCE

Developer shall demonstrate compliance with all relevant terms and conditions of the Americans with Disabilities Act ("ADA").

30. GENERAL STANDARD OF COMPLIANCE

In performing all Improvements in a good and workmanlike manner, the Developer shall perform in accordance with the requirements of this Agreement, of the Redevelopment Plan, the Rochelle Park Code, and such other reasonable requirements as may be imposed by the Township Engineer and Township Construction Official, only in the nature of field changes.

31. OTHER APPROVALS

A. Developer represents, to the extent required, that it has heretofore complied and that it will in the future comply, as applicable, with all requirements of the County Planning Board, County Engineer, Bergen County Road Department, Bergen County Soil Conservation District, Bergen County Department of Public Works, New Jersey Department of Environmental Protection, and Developer hereby further represents that before commencing work it will secure all county, state, federal and other approvals required for the contemplated work.

B. Developer agrees to comply with all laws, orders or regulations of the federal, state or local government or any of their respective, subordinate agency, departments or commissions, which may relate to the performance of this Agreement or the construction of any Improvements upon

the Property. In addition, Developer agrees to abide by any orders issued by duly constituted officials as may be determined necessary to protect the public health, safety and welfare.

32. TITLE CERTIFICATION

If requested, Developer will provide the Township with proof of ownership of the Property.

33. OTHER GOVERNMENTAL APPROVALS

Developer shall obtain all other governmental approvals and comply with all conditions thereof in connection with the Project, as a condition of the issuance of any building permits for the Project.

34. LIABILITY OF DEVELOPER

Until the completion of any improvements and of this Agreement and the acceptance thereof by the Township, the Developer, its successors and assigns, shall be and will remain liable for any kind and all damage occasioned by any neglect, wrongdoing, omission or commission by any person, firm, corporation or partnership arising from the making of said improvements, and all save, indemnify and hold harmless the Township and its agents, agencies, boards officials and/or employees from any and all actions at law or in equity, charges, debts, liens or encumbrances which may arise therefrom or thereby, as determined by a court of competent jurisdiction or by agreement of the parties.

35. TOWNSHIP NOT LIABLE FOR IMPROVEMENT COSTS

Nothing herein contained shall be construed as representations by the Mayor, Council, Board or by any Township Officer, agent or employee to have or assume any contractual or other liability to or with any persons, firms or corporations purchasing any land, buildings or improvements from the Developer or for any charges, costs, or debris for material, labor or other expenses incurred during the construction or installation of the Improvements, except if Township undertakes to complete the Project by recourse to performance bond or maintenance bond, or work undertaken pursuant to Paragraph 37.

36. INDEMNIFICATION OF THE TOWNSHIP

Developer shall be and remain liable for any and all damage or monetary loss (including, but not limited to, attorney's fees) that may be suffered to the Township or the Board, or their officers, employees, agents and/or professionals 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 construction or installation of the improvements, or the performance of the terms hereof 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 attorney's fees which may arise from any such damage or loss resulting from installation or construction and the performance of the terms hereof 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 they have been guilty of negligence.

When, and in the event that by reason of the negligence of the Developer as determined by a court of competent jurisdiction or by agreement of the parties, in the construction of the Project, or

litigation arises by reason of the alleged negligence of the Developer and the Township or the Board is made a party-defendant to any lawsuit so instituted, and by reason of the necessity of the Township or Board to defend such suit, the Township or Board may serve a written notice by certified mail, return receipt requested, upon the Developer, requiring the Developer to deposit within twenty (20) days thereof, such funds that the Township or Board may deem necessary for the defense of any such litigation. The Developer shall, within twenty (20) days, deposit such additional funds with the Township as required.

37. REMEDIES

A. The cash deposit and, if applicable, the performance bond may be utilized by the Township for the performance and completion of the Improvements described in this Agreement upon default of Developer. Developer shall not be deemed to be in default unless and until the Township shall provide Developer with written notice that it has failed to comply with a term of this Agreement and shall provide Developer with a specified time period set forth in the notice, not less than thirty (30) days, to cure said alleged default. The Township shall have the right to provide Developer with a written notice of Default if, after the initial notice, Developer has not cured the default within the time period specified in the notice. Developer shall not be declared in default in the event that Developer has commenced cure but the circumstance cannot be cured within the specified cure period unless such cure is not diligently pursued and fully completed within an additional specified period as determined by the Township. It is understood that the performance guarantee, if applicable, is given pursuant to N.J.S.A. 40:55D-53, and the Township shall be entitled to all of the rights and remedies provided thereby. Developer agrees that in the event Developer defaults under the terms of this Agreement, that Developer shall be responsible for not only the cost of completing the Improvements, but also all ancillary costs and reasonable counsel fees expended by the Township in order to enforce the provisions of this Agreement only after demand is made for payment pursuant to the performance bond or maintenance bond, as applicable. It is agreed that the cash deposit and/or performance bond may be utilized by the Township for the performance and completion of the Improvements required to be constructed by Developer in accordance with this Agreement. The performance bond shall contain a provision allowing the immediate utilization of the proceeds of the bond in the event that sworn proof of Developer's default, as aforesaid, is provided.

B. Developer agrees at any time the said Developer fails to comply with any of the terms of this Agreement or any obligations referenced in the approving Resolution, or violates the terms and conditions thereof, or constructs the project contrary to the Approved Plans, (except for approved field changes) the Township Engineer, Construction Code Official (or the Police Department, only as to public safety matters), may forthwith stop all further work on said Improvement until the work has been corrected or otherwise made to comply with the terms of this Agreement and the said specifications, as provided by law. Notwithstanding the above, Developer shall be given reasonable notice of seven (7) days of any violation referenced above and shall have the ability to cure same prior to any stop work order, except in the case of any condition that in the reasonable discretion of the building/construction code official of the Township or its designee, or the Township Engineer, constitutes a threat of bodily injury, property damage, or other danger to the public, safety and welfare. In the event of same, no 7-day notice is required to be given by the Township building/construction code official or its designee, or the Township Engineer, prior to the issuance of a Stop Work Order. Such notice shall not constitute a notice of default.

C. Notwithstanding anything to the contrary herein contained, in the event conditions detrimental to the health, life, limb or property are created by Developer, upon receipt of notice in any form, thereof by the Developer, they shall be promptly corrected at the expense of Developer. If any emergency shall arise, the Township will immediately notify Developer on the site or if the emergency permits, in the sole discretion of The Township Engineer, by notice, hand delivered or sent by certified mail, to the address provided herein for notices. If no action is promptly taken by Developer, The Township is hereby empowered to take such corrective measures as in its reasonable discretion it may deem necessary and charge the same against the performance guarantees, as applicable.

D. Nothing herein contained shall be construed as preventing the Township from exercising in any court of law or elsewhere any rights or duties which it may have by statute, ordinance or other law. Nothing herein contained shall be deemed a waiver by Township, Board, Developer or Owner of any ordinance or state statute or other law, or be construed as an abridgement, pre-exemption 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 rights of Developer or Owner vis-à-vis any such public body.

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

F. 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.

G. The remedies set forth in this paragraph 37 shall include the indemnification set forth in Paragraph 36.

H. The Township has the right to declare Developer in default under this Agreement in any one of the following eventualities:

1. Developer is judicially determined to be insolvent;
2. Developer makes an assignment for the benefit of creditors;
3. Voluntary Petition and Bankruptcy is filed by Developer;
4. An involuntary Petition in Bankruptcy is filed against Developer and Developer is adjudicated bankrupt;
5. A Receiver or Receivers are appointed to take charge of the Property of Developer and such Receiver or Receivers are not discharged within 90 days;

6. Developer abandons the construction of the improvement for a period of 6 months; and

7. Developer fails to complete all of the above-described Improvements by a date which is two (2) years from date of issuance of full building permit but in no event more than three (3) years from the date of this Agreement, together with all agreed upon extensions, or such longer period as may be provided under any Redevelopment Agreement executed by the Developer as Redeveloper and the Township, unless such a delay is caused by act of God, strikes or other events beyond Developer's control, then in that event the time period shall be extended during pendency of such events.

I. In the event a Default is declared by the Township, following notice and the opportunity to cure as provided herein above, the Township may direct the Construction Official to place a stop notice on the construction site of the affected site and withdraw the building permits. Further, the Township may undertake to complete those improvements which are necessary to ensure the health and safety of the Township's residents or to restore the site, under the terms of the performance guarantees.

J. Developer agrees at any time Developer is in default for failure to comply with any of the terms of this Agreement or any part of the requirements herein mentioned, following written notice and the opportunity to cure as provided herein above, the Township may stop all further work on said Improvement until the work has been corrected or otherwise made to comply with the terms of this Agreement. The Township shall provide notice to Developer of the at least forty-eight (48) hours prior to the issuance of a stop work order, in order to permit Developer to fully cure said default within that period, except in the case of any condition that in the reasonable discretion of the building/construction code official of the Township or its designee constitutes an imminent threat of bodily injury, property damage or other danger to the public, safety and welfare, in which event advance notice of the stop work order shall not be required. If the violation is not corrected within twenty (20) days following the issuance of stop work order or such other time limit as is reasonably practical then the completion of said work may be undertaken by the Township at the expense of Developer and Developer's surety.

K. Developer consents to inspection of the premises during the course of construction by Township construction officials, or Township Engineer and agrees that such persons may enter the site to inspect, evaluate or investigate the property or the work done thereon provided that same shall not unreasonably interfere with or delay Developer's work.

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

M. Nothing herein shall be deemed to be a waiver of any statute, ordinance of the Township applicable hereto or the provision of Board's Resolution (Exhibit A), unless modified by the Board. Any modifications or alterations in the terms and conditions of this Agreement, or the waiver of any requirements by the Township shall not be deemed a waiver of any of the other conditions or requirements hereof and shall not relieve Developer of the surety of their obligation on the performance guarantee, provided that Developer shall not be required to obtain Board or Township approval for any field changes as provided for in this Agreement.

N. In performing all improvements in a good workmanlike manner, Developer shall perform in accordance with the requirements of this Agreement, of the Ordinance of the Township, Ordinances which the Township has adopted, and such other reasonable requirements as may be imposed by the Planning Board and Township Engineer subject only to appropriate field changes.

O. The Parties mutually agree that in the event a change in circumstances or unforeseen conditions in the field demonstrate that it would be impractical for Developer to complete the Improvements in accordance with the Approved Plans or that any particular site improvement as planned will not function for its intended purposes as a result of such field condition, reasonable modification as recommended by the Township Engineer in the nature of a field change, shall be effected in order to carry the project to completion in accordance with the Resolution. This provision is not intended to confer any right on Developer to obtain permission to deviate from the design approved by the local approving agency; the sole purpose of this provision is to empower the Township Engineer to authorize field changes. Any change approved by the Township Engineer shall be treated as a requirement of the local approving agency except that the Township Engineer shall have no power to approve a change which renders the property more nonconforming or which confers any economic windfall.

P. Nothing contained in this Agreement shall be construed as preventing any Party from seeking redress in any court of law or equity.

38. MUNICIPAL IMPROVEMENT – COMPLETION AND ASSESSMENT

A. Nothing herein shall prevent the Township from making or completing said improvements and assessing the cost therefore against the owner(s) of the Property benefited thereby or the posted sureties or both in the event of default in the performance of this Agreement to the extent permitted by law.

B. Upon the failure of the Developer to perform its construction and payment obligations, nothing contained herein shall operate to relieve the owners of any lands benefited thereby from assessments or benefits conferred by the connection of such lands and premises of the Township.

C. Nothing herein contained shall be construed in any way to render the Township liable for any charges, costs or debts for material, labor or other expenses incurred in the making of these improvements. This Agreement shall be construed merely as permission to the Township to make said the Improvements upon compliance with the terms hereof.

39. INSURANCE REQUIREMENTS

A. The Developer shall furnish to the Township the certificate showing that the employees of the contractors engaged in said work are covered by a Workers' Compensation Policy from a duly recognized responsible insurance company authorized to do business in the State of New Jersey and having an AM Best's rating of at least "A", with maximum statutory limits.

B. Prior to the issuance of the permit, Developer agrees to deliver to the Township (copies to Township Engineer, Board Secretary, Board and Township Attorneys), certificates of insurance evidencing comprehensive general liability, automobile liability and employer's liability issued by a recognized and responsible insurance company licensed to do business in the State of New

Jersey and having an AM Best's rating of at least "A", and certifying that Developer is insured against a claim for personal injury and/or property damage, including contingent liability and contractual liability arising out of and in connection with the work to be undertaken hereunder. The comprehensive general liability insurance shall include: (a) Premises- operation coverage; (b) personal injury liability coverage (contractual exclusion deleted); (c) Products- Completed Operations coverage; (d) Independent Contractor Coverage; (e) Contractual coverage for obligations of Hold Harmless and Indemnification provision; (f) Broad form Property Damage Coverage and (g) XCU Hazards, if applicable. Developer shall provide the Township with a Certificate of Insurance designating the Township of Rochelle Park, its Officials, Employees and Volunteers as additional insureds 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
Builder's Risk	\$5,000,000.00
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's 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 sub-contractor who may be employed to perform the work under this Agreement.

C. The Developer will require that the contractor keep the foregoing insurance policies in full force and effect until all work provided for herein shall have been completed as determined by the Township. Said Certificates shall provide that thirty (30) days written notice shall be given to the Township prior to cancellation of any policy.

D. Developer will indemnify and hold the Township harmless including its agents, servants and employees from all loss, costs and expense including reasonable attorney's fees and court costs for all claims of property damage or injury including death arising out of Developer's Agreement pursuant to the project covered under this Agreement unless such damage, injury or death is the result of any act or omission, negligent or otherwise of the Township, its officers, employees or agents.

E. Developer also agrees to deliver to the Township a Certificate showing that Developer has automobile liability insurance on motor vehicles owned or rented by Developer and used in connection with the work required hereunder.

F. Developer agrees to keep the foregoing insurance policies in full force and effect until all the work provided for herein shall have been completed and accepted by the Township and to name the Township as an additional insured on said policies.

G. The Certificates shall state that all insurance coverage shown thereon is primary and not contributing to any insurance maintained by the Township of Rochelle Park.

40. SALE OF DEVELOPMENT

It is agreed that any assignment of the rights and obligations under this Agreement shall not operate to relieve the Developer from its obligations hereunder or under any permit issued by the NJDEP, unless the assignee assumes all of the obligations of the Developer hereunder and thereunder. It is agreed and understood that Lot 1.01, Block 92, remains subject to the requirement of construction of a "Net Fill Compensation Area" on that Lot as required by the New Jersey Department of Environmental Protection. Nothing herein contained shall preclude the Township from imposing such terms upon sale of the Premises as may be appropriate pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq.

41. SPECIFIC CONDITIONS OF APPROVAL

A. Developer shall comply in full with all conditions contained within and throughout Exhibit A which shall remain in full force and effect upon Developer, its successors and assigns.

B. Developer shall be subject to meeting and satisfying each and every condition and restriction contained in the within Agreement.

42. MODIFICATIONS

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

43. SEVERABILITY

The provisions of this Agreement are severable. If any one provision shall be determined to be unenforceable such determination shall have no effect on the balance of the provision which shall remain in full force and effect.

44. DOCUMENT RECORDATION

This Agreement shall be binding upon the Developer, its heirs, successors and assigns and a memorandum of same shall be recorded at the Developer's expense in the Bergen County Clerk's Office upon execution and approval by the Planning Board and Governing Body of the Township. A copy of the recorded Agreement shall be provided to the Planning Board and Governing Body. If said Developer's Agreement or Memorandum of said Developer's Agreement is recorded, an executed Discharge of this recorded document will be held by the Planning Board to be recorded upon the issuance of the Certificate of Completion as approved by the Township Engineer pertaining to the development of this Property only which is the subject of this Developer's Agreement.

45. SUBORDINATION

This Agreement and any liens or charges created hereunder against the Property or any portion thereof shall be subject and subordinate to any existing or future construction or permanent mortgages and any renewals or extensions thereof now or hereafter to be placed on said Property to the extent that such mortgage funds are used for construction of improvements on the Property, inclusive of the structures to be created and the Township agrees to reasonably cooperate with the Developer and any such mortgagee and the effectuation of the intent of this paragraph; provided, however, that the Township will not be required to incur any expense or liability whatsoever in connection with such cooperation.

46. COUNTY APPROVAL

The Developer understands and agrees to deliver to the Township after final approval, all required approvals issued by the Bergen County Planning Board and proof of compliance with any conditions or bonds required by the County Board.

47. NOTICES

A. Any notice, request, consent or other communication under this Agreement shall be in writing and shall be deemed to be given when mailed in the manner hereinafter stated. Notices to the Township or the Board from Developer shall be addressed to The Township of Rochelle Park, c/o The Township Clerk, and/or The Township of Rochelle Park, c/o The Township Planning Board Secretary both located at 151 W. Passaic Street, Rochelle Park, 07662. Contact information is as follows: Township Clerk, telephone -201-587-7730, Extension 202 and fax- 201-556-0581 fax, email clerk@rochelleparknj.gov; and Planning Board Secretary, telephone number- 201-556-0520; fax- 201-556-0523 and email- at planning@rochelleparknj.gov. All notices shall be sent by regular and certified mail. Notice shall also be sent to the Planning Board Attorney, Christopher E. Martin, Esq., Morrison Mahoney LLP, Waterview Plaza, 2001 U.S. Highway 46, Suite 200, Parsippany, New Jersey 07054. Contact information is as follows: Phone 973-257-3526; Fax 973-257-3527; email cmartin@morrisonmahoney.com. Emails and/or faxes may be sent to the numbers provided.

B. Notice to Developer under this Agreement shall be addressed to **TFJ 120 PASSAIC, LLC**, 87 West Passaic Street, Rochelle Park, New Jersey 07662 or such other address as Developer may, by notice, determine. All notice must be sent by certified mail. Notice shall also be provided to Developer's Attorney, Meryl A. G. Gonchar, Esq., Sills Cummis & Gross, P.C., One Riverfront Plaza, Newark, New Jersey 07102. Contact information is as follows: Phone p (973) 643-6989; Fax| f (973) 643-6500 and email- mgonchar@sillscummis.com. Emails and/or faxes may be sent to the numbers provided.

48. COMMENCEMENT OF WORK

Upon execution of this Agreement and upon the posting of the Performance Guarantee and escrow set forth in this Agreement, as well as the delivery of the Certificate of Insurance required by this Agreement and compliance of any miscellaneous conditions if any, as set forth herein, the Developer may then begin installation and construction of the aforementioned Improvements subject to compliance with the laws, regulations and ordinances however, no such installation or construction shall begin until the Developer provides the Township Engineer with written notice at least forty-eight (48) hours in advance of the date such installation and construction will begin.

49. RESTRICTIONS ON CERTAIN LOTS

If the Approved Plans indicate the meets and bounds of designated wetlands and wetlands transition buffer area on the site, which areas are to be maintained undisturbed and in their natural state, the Developer and the Developer's successors are entitled to maintain these environmentally sensitive areas in their natural state. Developer further agrees to specifically reference these protected restricted environmental areas in any deed of conveyance to the site.

50. FLOOR ELEVATIONS

In addition to the above, Developer agrees to maintain if applicable all elevations as shown on the approved plans. Furthermore the building elevations as proposed in the plan shall not otherwise be modified without prior express consent of the Township Engineer. Revised drawings reflecting any change in such elevation shall be required as part of the plan package.

51. RETAINING WALLS

If retaining walls are shown on the plans described in Exhibit B, the Developer shall furnish to the Township a certification by a licensed professional engineer that the engineer has provided on-site inspection during the retaining wall construction that proper methods were utilized in the construction, that the wall has been constructed in accordance with the approved design drawings, that the wall has been properly stabilized and that the wall will prove adequate for the intended purpose. Inspecting engineers must also certify appropriate batter, height and location have been respected pursuant to the approved design drawings. In situations where the inspecting/certifying engineer differs from the original design engineer, it will be necessary for the inspecting/certifying engineer to review the original design of the wall system and certify the wall as constructed will provide adequate for the intended purpose. The certification must be reviewed and approved by the Township Engineer prior to issuance of the Certificate of Approval for said facility.

52. COMPLETION OF CONSTRUCTION

Upon completion of construction, and prior to the issuance of a temporary or permanent Certificate of Occupancy, the Developer shall provide an As-Built Survey as provided in Paragraph 4 as well as a Certification, signed and sealed by a Professional Engineer, licensed in the State of New Jersey, verifying that the project, as constructed, complies with all requirements of the New Jersey Department of Environmental Protection's Flood Hazard Area Permit.

53. MISCELLANEOUS

A. Each of the provisions hereof shall have the same force and effect as is set forth at length as conditions of the grant of Site Plan Approval.

B. All terms, phrases and words used herein shall be deemed to have the meaning set forth under the definitions thereof of the Municipal Land Use Law unless the context of the sentences in which they are used clearly requires another meaning.

C. Whenever pursuant to this Agreement approvals or consents are required or requirements imposed by the Township Engineer or other Township official or body, such person or body shall not act unreasonably.

D. Except as hereinafter provided, this Agreement shall be of no force and effect if, prior to the commencement of any construction, Developer gives notice to the Township of its intention to abandon the project. Upon delivery of such notice all approvals thereto granted shall be null and void. Notwithstanding any such abandonment Developer shall be liable for the legal, engineering, planning and other fees set forth in this Agreement. This Agreement shall be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement consisting of 30 pages to be signed in the manner provided by law.

WITNESS:


Lucas Brunberger

TFJ 120 PASSAIC, LLC


By: Soory Tuman

ATTEST:


Elizabeth Krall

TOWNSHIP OF ROCHELLE PARK


By: Michael Kazimir, Mayor

ATTEST:

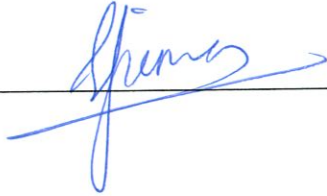

Annemarie Wells

PLANNING BOARD
TOWNSHIP OF ROCHELLE PARK


By: Edward Kaniewski, Chairman

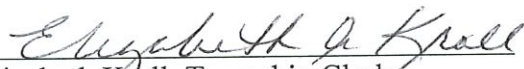
STATE OF NEW JERSEY)
) ss.:
COUNTY OF BERGEN)

BE IT REMEMBERED, that on this 28 day of August, 2019, before me, the subscriber, personally appeared Sorng Juman, 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 instrument as Manager of TFJ 120 Passaic, LLC, the entity named in the within instrument.



STATE OF NEW JERSEY)
) ss.:
COUNTY OF BERGEN)

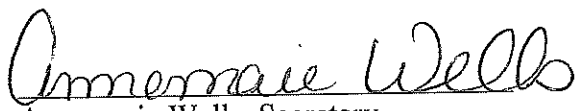
BE IT REMEMBERED, that on this 28 day of August, 2019, before me, the subscriber, personally appeared Sorng Juman, who, being by me duly sworn on her oath, deposed and made proof to my satisfaction that she is the Clerk of the Township of Rochelle Park, a municipal corporation, the corporation named in the within instrument, that MICHAEL KAZIMIR is the Mayor of said municipality, that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Governing Body of the said municipality; that deponent well and truly knows the corporate seal of said municipality and the seal affixed to said instrument is such seal and was thereto affixed, and said instrument signed and delivered by said MAYOR KAZIMIR as and for his voluntary act and deed and as and for the voluntary act and deed of said municipality, in the presence of deponent, who thereupon subscribed his name thereto as witness.


Elizabeth Kroll, Township Clerk

Sworn to and subscribed
before me this 28 day
of August, 2019.

STATE OF NEW JERSEY):
)
COUNTY OF BERGEN): SS:

BE IT REMEMBERED, that on this 22nd day of August, 2019, before me, the subscriber, personally appeared EDWARD KANIEWSKI who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the CHAIRMAN of the PLANNING BOARD OF TOWNSHIP OF ROCHELLE PARK, the PLANNING BOARD named in the within Instrument; that the execution, as well as the making of this Instrument,, has been duly authorized by a proper resolution of the Planning Board. Deponent has subscribed her name thereto as attesting witness.



Annemarie Wells, Secretary
Planning Board of the Township of Rochelle Park

Sworn to and subscribed
before me this 22nd day
of August, 2019.

Exhibit A

**PLANNING BOARD
TOWNSHIP OF ROCHELLE PARK**

**IN THE MATTER OF THE
APPLICATION OF TFJ 120 PASSAIC,
LLC FOR PRELIMINARY AND FINAL
MAJOR SITE PLAN APPROVAL
AND PRELIMINARY AND FINAL
MAJOR SUBDIVISION APPROVAL
AND VARIANCES REGARDING
BLOCK: 92, LOTS 1 & 2 AND BLOCK:
93, LOT: 1**

MEMORIALIZATION RESOLUTION

APPLICATION NO. PB

WHEREAS, Applicant, TFJ 120 Passaic, LLC, applied to the Planning Board of the Township of Rochelle Park for Preliminary and Final Major Site Plan approval as well as Preliminary and Final Major Subdivision approval pursuant to N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50, with variances and waivers, for the first phase of development of a proposed multi-phase redevelopment, which initial phase includes the demolition of the existing building on the site and the construction of a self-storage facility and other site improvements, including parking, drainage and landscaping, regarding property located at Block 92, Lots 1 and 2 and Block 93, Lot 1 identified as 120 West Passaic Street (the "Property"), said Property being located in the "120 West Passaic Street Redevelopment Plan" area, which Plan was adopted by the Rochelle Park Township Committee on September 26, 2018, by Ordinance No. 1132-18 (hereinafter, the "Redevelopment Plan"); and

WHEREAS, public hearings were conducted on the application on October 25, 2018, November 5, 2018 and December 6, 2018, upon proper notice certified by Applicant's proof of service to property owners within a 200-foot radius of the subject property and proof of publication in an official newspaper of the Township; and

WHEREAS, during the course of said hearings, Applicant presented expert testimony from several professionals outlining the site plan and subdivision application and addressing the variance relief requested; and

WHEREAS, Applicant was represented by counsel, Meryl A. G. Gonchar, Esq. of the firm of Sills, Cummis & Gross, P.C., One Riverfront Plaza, Newark, New Jersey, 07102; and

WHEREAS, the Planning Board was represented by Christopher E. Martin, Esq., at the hearings on the application; and

WHEREAS, interdepartmental communications and advisory reports of municipal departments and agencies were received and considered as follows, and are incorporated herein by reference:

- Engineering reviews of Job and Job (Kenneth Job, PE), dated October 19, 2018, October 29, 2018, and November 29, 2018
- Planning review of Heyer, Gruel & Associates (John Barree, PP), dated October 23, 2018
- Letter from Mianecki Consulting Engineers (Monica Mianecki, PE) dated October 15, 2018, October 30, 2018 and November 7, 2018

WHEREAS, the following exhibits were admitted into evidence on behalf of Applicant, in addition to all other application materials, plans and reports submitted with the application:

- Exhibit A-1 Aerial Exhibit, prepared by Stonefield Engineering and Design, 92 Park Avenue, Rutherford, New Jersey (hereinafter, "Stonefield"), dated October 25, 2018;
- Exhibit A-2 – Colorized Site Plan Exhibit prepared by Stonefield, dated October 25, 2018;
- Exhibit A-3 – Vehicle Maneuvering Exhibit prepared by Stonefield dated November 5, 2018;
- Exhibit A-4 – Colorized Architectural Elevations prepared by Theodore Hammer, 275 Seventh Avenue, New York, New York dated September 26, 2018;

- Exhibit A-5 – Photograph of Existing Building;
- Exhibit A-6 – Revised Colorized Elevations prepared by Theodore Hammer;
- Exhibit A-7 – Rendering, Passaic Avenue View, prepared by Theodore Hammer;
- Exhibit A-8 – Rendering of view of building from between residences on Fairfield Drive, prepared by Theodore Hammer;
- Exhibit A-9 – Landscaping Plan and Buffer Zone prepared by Theodore Hammer;
- Exhibit A-10 – Corner façade detail prepared by Theodore Hammer;
- Exhibit A-11 – Certification for onsite Parking Easement from Stonefield dated November 13, 2018;

The following exhibits were submitted on behalf of the Board:

- B-1- Letter from Job and Job dated October 19, 2018
- B-2- Letter from Job and Job dated October 29, 2018
- B-3- Letter from John Barree dated October 23, 2018; and
- B-4 letter from Monica Miannecki dated October 15, 2018

WHEREAS, testimony, under oath, was given by the following persons:

Witnesses presented by Applicant

- Zachary Chaplin, P.E., Stonefield Engineering and Design, 92 Park Avenue, Rutherford, New Jersey, 07070 who was qualified and accepted by the Board as an expert witness in the field of engineering;
- Theodore Hammer, AIA, 275 Seventh Avenue, New York, New York 10011 who was qualified and accepted by the Board as an expert witness in the field of architecture;

- Paul Grygiel, AICP, PP, of Phillips Preiss, 33-41 Newark Street, 3rd Floor, Suite D, Hoboken New Jersey 07030, who was qualified and accepted by the Board as an expert witness in the field of planning;

Witnesses presented by Planning Board

Kenneth Job, P.E., of Job& Job Engineering

John Barree, PP, AICP of Heyer, Gruel & Associates

Elena Gable, PP, AICP of Heyer, Gruel & Associates

Monica Miannecki, PE, PP, CME, CFM of Miannecki Consulting Engineers

WHEREAS, the Planning Board did consider the testimony and evidence presented and made the following findings of fact:

1. The application submitted by Applicant was complete, notice was proper and jurisdiction before the Planning Board was proper.

The Development Application

2. According to the application, Applicant requests the Approvals in connection with the removal of an existing two-story concrete building at the site and the construction of a four-story, approximately 114,320-square foot self-storage facility, as well as the reconfiguration of the existing three lots at the site into four separate tax lots in accordance with the Redevelopment Plan adopted on September 26, 2018 (the "Project"). The Project also includes the installation of parking, signage, landscaping, fencing, lighting, drainage and other improvements associated with the proposed self-storage facility for the Property located at 120 West Passaic Street, Rochelle Park, New Jersey 07662, and designated on the tax maps of the Township of Rochelle Park as Block 92, Lots 1 and 2 and Block 93, Lot 1.

3. The Property is located in the 120 West Passaic Street Redevelopment Plan and the use proposed in the application for development is a permitted use in the zone.

4. Based on the review of the Planning Board's professionals, Applicant requires the following variance and design waivers/exceptions:

A. A variance from Section § 185-66 C to permit the creation of two (2) lots that do not front on a public street where Chapter 185 of the Rochelle Park Code of Ordinances, which is entitled "Land Use and Development Regulations" (the "Ordinance") requires that all lots front on public streets.

B. A variance from N.J.S.A. 40:55D-35 (pursuant to N.J.S.A. 40:55D-36) to permit construction of a building on a lot that does not abut a street giving access to such building.

C. A waiver from the "Design Standards—Lighting" section of Redevelopment Plan, which requires a minimum light intensity of 0.3 foot candles where areas of the site are proposed to be below this minimum.

D. A waiver from Section 185-85 C of the Ordinance, which requires an average light intensity of 0.5 foot candles where an average light intensity of approximately 2.01 foot candles is proposed.

Testimony

5. Based upon the sworn and qualified expert testimony of the Applicant's Engineer, Zachary Chaplin, P.E., Stonefield Engineering and Design, 92 Park Avenue, Rutherford, New Jersey, 07070, the Board made the following findings of facts:

A. The site is bounded by Garden State Plaza to the north, residential areas to the east and west, and the Municipal Building to the south, across West Passaic Street. Sprout Brook straddles the western property line and has an associated flood hazard area, floodway and riparian buffer. The site currently contains a building, which the Applicant will demolish and a pond, which will remain.

B. Currently, the site consists of three lots, which the Applicant proposes to reconfigure and divide into four lots consistent with the Redevelopment Plan. Two of the newly created lots will not front on a public right-of-way and the Applicant will create cross access easements and common driveways to provide access to the rear lots which do not have frontages and utility easements to provide utilities to those lots. Currently, one of the existing lots does not front on a public street.

C. The Applicant proposes an approximately 114,230 square foot self-storage facility with an approximately 28,580 square foot footprint. The footprint may be slightly adjusted to accommodate the architectural elements incorporated into the design in response to comments of Board Members and members of the public. The facility will have seven (7) parking spaces dedicated to it in accordance with the requirements of the Redevelopment Plan. Access to the site will be provided via the existing signalized driveway on West Passaic Street (and a second existing driveway will remain). Customers will access the self-storage facility using a security code that allows access through two vertical lift gates. The facility will include a dedicated loading area along the northern drive aisle and a trash enclosure at the northeast corner of the site. The facility will be staffed from 9 a.m. until 6:30 p.m., Monday through Saturday, and will have hours for customers to access the facility until from 6 a.m. to 10 p.m., seven days per week.

D. The site is located in a flood hazard area and the Applicant proposes to erect the building one foot above the flood hazard area in accordance with applicable regulatory requirements. The westerly parking area will be reduced by approximately one foot beyond what was proposed in the initial site plan submission. The Applicant proposes a new storm water conveyance system and brand-new utilities service connections to the

existing mains within West Passaic Street. Sewer service, water service, electricity and phone service are available at the site and have adequate capacity to serve the proposed use at the site. Impervious coverage and peak flow rates are being reduced.

E. The Applicant requests two waivers with regard to lighting. The first is from the Redevelopment Plan requirement that a minimum of 0.3 foot candles be provided throughout the site. The westerly drive aisle is below that minimum. However, when the adjacent parcels are built in accordance with the Redevelopment Plan, it is anticipated that the lighting would be able to comply with the Redevelopment Plan standard. There is also an Ordinance requirement of an average lighting intensity of a maximum of 0.5 foot candles. The proposed plan exceeds this limit. Because the requirements of the Redevelopment Plan and the Ordinance conflict, the Redevelopment Plan would control in accordance with the terms of the Redevelopment Plan, and a waiver for this Ordinance section should not be required. However, the Applicant is requesting a waiver from the Ordinance requirement in an abundance of caution and has provided testimony that the proposed lighting is appropriate at this location for safety and security. Lighting will be shielded down, buffered to the east, and will not extend beyond the middle of Plaza Way.

F. With regard to landscaping, a number of existing trees will be preserved where feasible and a variety of different evergreen trees, deciduous trees, and shrubs are proposed, with an emphasis along the easterly property line to create a substantial buffer to the residential area. The Applicant agreed to increase the height at planting of fifty percent (50%) of its proposed 5-foot to 7-foot evergreen trees to eight to 10 feet.

G. A traffic assessment letter report was prepared and the anticipated traffic will be minimal as a self-storage facility is a low traffic generating use and the existing signalized intersection will be more than adequate to handle traffic to and from the site.

H. With regard to the relief sought for proposing lots that do not abut a public street, cross access easements will be created to allow access to the lots without frontage and emergency vehicles will be able to access the lots.

I. With regard to B-1, Letter from Job and Job, dated October 19, 2018 and B-2, Letter from Job and Job, dated October 29, 2018, the Applicant will submit revised drawings to address open items in those letters related to survey and site plan details. However, Mr. Job agreed that the Board need not retain a traffic consultant in conjunction with the first phase as the use is permitted and is a low traffic generator. Applicant acknowledges that the Board has the right to retain a traffic consultant and a landscape architect at the time an application is submitted for the redevelopment of either or both of the lots created by the subdivision, which will be utilized for residential or retail use, and that Applicant will post all escrows required.

J. The Applicant shall seek approval from the Bergen County Planning Board and to seek approval from the Township tax assessor of the proposed block and lot numbers. The Applicant agreed to submit a final subdivision plat in compliance with the New Jersey Title Recordation Law, N.J.S.A. 46:26A-1, et seq. (the "Recordation Law").

K. A non-exclusive parking easement exists in favor of AT&T on the property to provide 255 parking spaces on the property. The self-storage use will require seven (7) parking spaces. The Board finds that the current application does not impact the parking easement and that the Applicant will provide adequate parking so as to not interfere with the AT&T parking easement. . . The Applicant will comply with the comments in Exhibit B-3, Letter from John Barree dated October 23, 2018, that it will provide easements that go beyond the scope of what would be required for the current site plan application for the self-storage. A Certification from Stonefield Engineering & Design dated November 13, 2018 (Exhibit A-11) was introduced into the record to confirm that there will sufficient parking for the easement with this development and the development would not interfere with the parking

easement. Applicant agrees that the parking easement will have to be addresses as other portions of the site are utilized for other purposes.

L. Applicant's Engineer testified regarding the application made to the New Jersey Department of Environmental Protection Flood Hazard Area Permit for the self-storage building. He indicated that to comply with the NJ DEP's "Zero Net Fill" requirement, it would be necessary to "excavate" areas not within the property (Lot 1.03, Block 92), where the self-storage building will be located. Upon perfection filing of the Major Subdivision, these excavated areas will be located on separate, independent parcels. Therefore, the "Net Fill Compensation Areas(s)" must be delineated on the Major Subdivision Plat to ensure that this issue is accounted for as part of the redevelopment of the Lot(s) on which it is located.

6. Based upon the sworn and qualified expert testimony of the Applicant's professional architect, Theodore Hammer, AIA, 275 Seventh Avenue, New York, New York 10011, the Board made the following findings of facts:

A. The proposal is a four-story, approximately 47.5-foot high self-storage facility and will be approximately 135 wide by 210 feet long. The building will contain a 2.5-foot parapet on the roof. The building will have one sign facing north that will be 2.5 feet by 12 feet. Approximately 700 storage units are proposed on four floors, accessed by two elevators. The building is climate controlled. There is battery backup for the security doors in event of power failure and emergency lights in the building. The building will have adequate restrooms for employees and customers. The building has a fire suppression system. The elevator pit meets flood-proofing requirements and will comply with all applicable codes. Mechanical equipment is located on the roof.

B. Board members and members of the public made suggestions with regard to the building façade and materials. In response to these comments, the Applicant made modifications, including introducing brick verticals to break up the length of the building façade and to highlight the

corners of the building. The horizontal two-tone colors above will remain. The façade was broken up with both brick, split block, panels and windows. Windows on the long facades are opaque while windows at the corners are see-through, providing variation and architectural interest.

7. Based upon the sworn and qualified expert testimony of the Applicant's Professional Planner, Paul Grygiel, AICP, P.P., of Phillips Preiss Grygiel Leheny Hughes LLC, 33-42 Newark Street, Hoboken, New Jersey, the Board made the following findings of facts:

A. Mr. Grygiel opined that with regard to lighting, the 0.3 minimum foot candle standard in the Redevelopment Plan which is specific to this property, should supersede the Ordinance average maximum foot candle standard. Further, Mr. Grygiel testified that the waiver for the 0.3 minimum foot candle requirement in the Redevelopment Plan is justified because the deviation is only for the portion of the site along the entrance drive and the minimum is met elsewhere throughout the property. It would be impractical to comply with the standard fully because it could create excess light spillage off the site.

B. With regard to access to a public street, the lot layout was contemplated in the Redevelopment Plan and emergency vehicles can access the site through existing access points and cross access easements to be provided.

C. Further, the revised architectural facades are in compliance with the architectural requirements of the Redevelopment Plan.

Members of the Public came forward as follows:

- Nancy and Richard Grabusnick of 9 Fairfield Drive asked questions of the engineer and architect.
- Andrew Segovia of 21 Fairfield Drive, asked questions of the engineer and architect.
- Arthur Kent of 56 South Crest Avenue in Paramus asked questions of the architect with respect to lighting.

Stipulations made by Applicant

1. Applicant will submit a final subdivision plat in compliance with the Recordation Law.
2. The Applicant will comply with all comments in B-3, Letter from John Barree dated October 23, 2018 with the exception of the creation of easements that go beyond the scope of what would be required for the current, first site plan phase application for the self-storage.
3. The Applicant will comply with all items described in B-4, Letter from Monica Miannecki dated October 15, 2018, with the exception of a comment 5, which Ms. Miannecki confirmed was a misunderstanding and that she agrees with Mr. Chaplin's analysis that the NJDEP elevation governs in this particular case.
4. With regard to B-1, Letter from Job and Job dated October 19, 2018, B-2 Letter from Job and Job dated October 29, 2018, and the letter dated from Job and Job dated November 20, 2018, the Applicant will submit revised drawings to address comments in those letters related to details of the survey and site plan revisions. However, the Board need not engage a traffic consultant to assess the traffic impact of the proposal at this time. Applicant acknowledges that the Board may retain a traffic expert and a landscape architect at the time an application is submitted for the redevelopment of one or both of the lots created by the subdivision, which will be utilized for retail or residential use and that Applicant will post all escrows required.
5. The Applicant shall seek approval or waiver, as applicable, from the Bergen County Planning Board.
6. The Applicant agreed to seek approval from the Township tax assessor of the proposed block and lot numbers.

7. Applicant will provide fifty percent (50%) of the proposed evergreen trees at 8 feet to 10 feet planting height and fifty percent (50%) at 5 feet to 7 feet.

8. The architectural plans will be revised to incorporate the design of the elevator so as to accommodate that the property is located in a flood zone.

9. Applicant will create appropriate cross-access, utility, brook (if any) and parking easements required for the phase of redevelopment covered by this application. Applicant acknowledges that additional easements will be required for future phases of the development which Applicant will address at the time of those application.

10. There will be a six-month "look-back" following construction, as to both lighting and landscaping. If any adjustments are required, Applicant shall perform the necessary adjustments to the reasonable satisfaction of the Board Planner and Board Engineer; provided, however, that satisfaction of such requirements does not generate the need for any variances and does not require further action by the Board.

11. With regard to the application made to the New Jersey Department of Environmental Protection Flood Hazard Area Permit for the self-storage building, Applicant must comply with the NJ DEP's "Zero Net Fill" requirement, which will make it necessary to "excavate" areas not within the property (Lot 1.03, Block 92), where the self-storage building will be located. Upon perfection filing of the Major Subdivision, these excavated areas will be located on separate, independent parcels. Applicant agrees that the "Net Fill Compensation Areas(s)" will be delineated on the Major Subdivision Plat, along with language that acknowledges that the Net Fill Compensation Area(s) may be modified or relocated in accordance with plans approved and permitted by NJ DEP, to ensure that this issue is

accounted for as part of the redevelopment of the Lot(s) on which it is located, which must be reviewed and approved by the Board Engineer,

12. With regard to the non-exclusive parking easement that exists in favor of AT&T on the property to provide 255 parking spaces on the property, the Applicant is responsible to comply with the easement, so long as it exists, and to provide adequate parking so as to not interfere with the AT&T parking easement. Applicant will be removing pavement and installing gravel in connection with this application. Applicant has sole and exclusive responsibility for confirming that said pavement removal and gravel installation does not violate the parking easement and for any striping and paving that may be determined to be necessary, and agrees that the Township shall have no responsibility with regard to same.

Conclusions of Law

WHEREAS, the Planning Board, after having reviewed the application, considered testimony and evidence presented, evaluated the application against the requirements of the Redevelopment Plan, and considered the impact of the development proposed by the application on the Township of Rochelle Park and its residents, and after careful deliberations, having determined that the application for development, which is permitted under the Redevelopment Plan, is in furtherance of the Municipal Land Use Law, the Planning Board concludes that good cause has been shown to grant Applicant Preliminary and Final Major Site Plan and the Preliminary and Final Subdivision approvals pursuant to the authority of N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50.

WHEREAS, the Board has determined, based upon the testimony and evidence presented, as set forth in the Board's Findings of Fact which are incorporated herein, that the variances and waivers applied for should be granted, including a waiver from Section § 185-66 C. to permit the creation of two (2) lots that do not front on a public street where the Ordinance requires that all lots front on public streets, a variance from N.J.S.A. 40:55D-35 (pursuant to N.J.S.A. 40:55D-36) to permit

construction of a building on a lot that does not abut a street giving access to such building.; a waiver from the "Design Standards—Lighting" section of Redevelopment Plan, which requires a minimum light intensity of 0.3 foot candles where areas of the site are proposed to be below this minimum, and a waiver from Section 185-85 C, if required, which requires an average light intensity of 0.5 foot candles where an average light intensity of approximately 2.01 foot candles is proposed. The Board finds that strict application of the Township of Rochelle Park Ordinances would result in peculiar and exceptional practical difficulties which justify the grant of a waiver or exception pursuant to N.J.S.A. 40:55D-51 and that the Applicant satisfied the criteria for the requested variance relief under N.J.S.A. 40:55D-70(c)(2) as the purpose of the Municipal Land Use Law would be advanced by deviation from the Ordinance with regard to the requirement to front on a public street and the benefits of that deviation would substantially outweigh any detriment resulting from the grant of the variances as no detriment was identified;

WHEREAS, the Board has also determined, based on the testimony and evidence presented as set forth in the Board's Findings of Fact which are incorporated herein, that the minimum lighting level is deficient in only one location, the lighting provided is adequate for safety and security and will likely meet the minimum requirement when later portions of the redevelopment area are developed. Conflict between the Redevelopment Plan and the Ordinance makes it difficult or impossible to simultaneously comply with the minimum and average lighting requirements. The proposed lighting will be downfacing, will be buffered from residential use to the east, and will not spill to the residential uses across Plaza Way. The Board finds that the requirement that all lots front on public streets and to permit construction of a building on a lot that does not abut a street giving access to such building in accordance with N.J.S.A. 40:55D-35 and -36 can be granted because adequate access necessary for firefighting equipment, ambulance and other emergency vehicles necessary for the protection of health and safety can be accomplished through the drive aisles and cross access easements to be entered into

and recorded as a condition of approval and that the lots will comply with the lot configuration requirements of the Redevelopment Plan;

WHEREAS, the Board has also determined, based on the testimony and evidence presented as set forth in the Board's Findings of Fact which are incorporated herein, that the variances can be granted without substantial detriment to the public good or substantial impairment to the intent and purpose of the Township's Zone Plan and Zoning Ordinances since the layout is consistent with the Redevelopment Plan and lighting is adequate and appropriate for safety; and

WHEREAS, the Board has determined, based upon the testimony and evidence presented, as set forth in the Board's Findings of Fact which are incorporated herein, that waivers applied for are granted. The Board further finds that the Applicant satisfied the criteria for the requested waiver relief under N.J.S.A. 40:55D-51(b) as the literal enforcement of one or more provisions of the Ordinance and the Redevelopment Plan is impracticable given the conflict in those requirements or will exact under hardship because of peculiar conditions pertaining to the property in question.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Rochelle Park that, based upon the testimony and evidence presented, the application of TFJ 120 Passaic, LLC for Preliminary and Final Major Site Plan and Subdivision with variances, for the property designated as Block 92, Lots 1 and 2 and Block 93, Lot 1 on the Tax Map of the Township of Rochelle Park, be and is hereby **GRANTED**, subject to the following terms and conditions:

I. CONDITIONS SPECIFIC TO THIS APPLICATION

1. Applicant shall abide by all of the stipulations set forth at length hereinabove.
2. The Preliminary and Final Major Site Plan and Subdivision Approval for the construction of a four-story, approximately 114,320-square foot self-storage facility, as well as the reconfiguration of the existing three lots at the site into four separate tax lots in accordance with the 120 West Passaic Street Redevelopment Plan, together with related site improvements, including, but not limited to, parking,

drainage and landscaping, herein granted is based upon the final subdivision plan, site plan and architectural plan submitted into evidence by Applicant. These plans shall be further revised in accordance with this Resolution and, except as qualified by the testimony of the Applicant's experts or modified by subsequent letters, all engineering and planning reports of the Planning Board's professionals.

3. Applicant shall satisfactorily address and comply with all of the comments of the Planning Board's professional engineer as set forth in its review letters and, except as qualified by the testimony of the Applicant's experts or modified by subsequent letters, shall receive written approval from the Board Engineer.

4. Applicant shall have a pre-construction meeting with the Board Engineer and Township Engineer prior to construction.

5. Applicant shall receive Bergen County Planning Board approval.

6. Applicant shall receive Bergen County Soil Conservation District approval, as required.

7. Applicant shall be bound by all of the plans submitted in support of its application (except as revised as contemplated herein), all exhibits introduced, stipulations made and all testimony and representations made by it or its professionals during the course of the public hearings on October 25, 2018, November 5, 2018 and December 6, 2018. Any material or substantial deviations in connection with such plans or representations shall require return to the Planning Board for further review.

8. Applicant will provide fifty percent (50%) of the proposed evergreen trees at 8 feet to 10 feet planting height and fifty percent (50%) at 5 feet to 7 feet.

9. Applicant shall enter into an appropriate Developer's Agreement with the Township and Planning Board and shall post all necessary fees, escrows and performance guarantees and payment for off-site improvements in the future. The Developer's Agreement will be drawn by the Applicant and submitted to the Township and Planning Board Attorney for review and approval.

10. The Applicant shall submit a complete copy of the NJDEP Flood Hazard Area approval to the Township prior to the issuance of a building permit.

11. Applicant shall submit a foundation location survey, including the lowest floor elevation and as built documentation, to the construction official and shall include an elevation certificate before any further vertical construction takes place. In addition, an elevation certificate must be prepared at the completion of the building and prior to the issuance of a Certificate of Occupancy.

12. The elevators and their components shall be designed to comply with the appropriate construction codes pertaining to elevators in structures in the Special Flood Hazard Area, FEMA Technical Bulletin 4/November 2010 titled *Elevator Installation for Buildings Located in Special Flood Areas in accordance with the National Flood Insurance Program* should be used as a guidance document. Applicant shall submit flood proofing certificates of the elevator and any other components located below the base flood elevation to the Township.

II. GENERAL CONDITIONS

1. No certificate of occupancy will be granted unless all conditions imposed by this Planning Board, the Planning Board's professionals, and Township Engineer have been satisfied except as such requirements have been modified in testimony.

2. Applicant shall be responsible for obtaining any other approvals or permits from other governmental agencies as may be required by law, including, but not limited to, the Bergen County Soil Conservation District, and the New Jersey Department of Environmental Protection and Applicant shall comply with any requirements or conditions for such approvals or permits.

3. Applicant agrees to comply with any and all conditions and requirements of the Township ordinances with regard to soil movement, including but not limited to truck routes and hours of operation, and will comply with the Township Engineer's requirements as to any and all soil movement, in conjunction with the Rochelle Park Police Department, as provided by ordinance.

4. Applicant shall submit revised plans, as necessary, with correct revision dates on all sheets.

5. All construction shall be completed in accordance with all ordinances and building requirements of the Township of Rochelle Park, the Uniform Construction Code of the State of New Jersey and in accordance with the instructions of the construction official of the Township of Rochelle Park, the Township Engineer and in accordance with the requirements of all other ordinances of the Township.

6. Applicant is required to obtain a building permit, post all necessary fees and costs with the Township of Rochelle Park prior to any construction. This approval is subject to Applicant obtaining a building permit and any other State, County or Township approvals if required.

7. Applicant shall pay all fees, costs, bonds and escrows when due or becoming due and shall post all performance guarantees in connection with the review of this application prior

and subsequent to the approval of this application. Any monies are to be paid within twenty (20) days of receipt of a request.

8. If an application before the Bergen County Planning Board is required and any material or substantial changes are required by the Bergen County Planning Board to the site plan as approved by this Resolution, then the Planning Board retains jurisdiction over this application and reserves its right to require Applicant to amend this application.

9. All representations and stipulations made by Applicant or its agents shall be deemed conditions of this approval and any misrepresentations by Applicant contrary to the representations and stipulations made before the Planning Board shall be deemed a violation of this approval.

10. Any stipulation and condition imposed upon Applicant in connection with the approval granted herein shall apply to any successor in interest to Applicant.

11. Any easements, deeds, subdivision maps and deed restrictions as may be required hereunder must be reviewed and approved by the Board attorney and recorded by Applicant before any permit is issued by the Township.

12. Publication of a notice of this decision shall be published by Applicant in one of the Township's officially designated newspapers. A copy of the published notice shall be provided to the Planning Board's secretary no later than thirty (30) days from the date of the memorialization of this Resolution.

Motion was made to approve with all conditions. Motion made by W. Hauser. Seconded by M. Collins. Motion passed with all members voting yes.

MOTION for approval of the application was granted and a resolution memorializing the vote was to be prepared.

VOTE ON ROLL CALL:

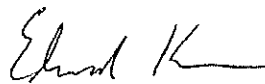
IN FAVOR: 6

OPPOSED: None

RECUSED: None

DATE APPLICATION APPROVED: December 6, 2018

DATE RESOLUTION APPROVED: December 20, 2018



Edward Kaniewski
PLANNING BOARD CHAIRMAN

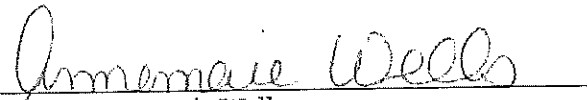
ATTEST:



Annemarie Wells
PLANNING BOARD SECRETARY

The foregoing is a true copy of a resolution adopted by the Planning Board of the Township of Rochelle Park on December 20, 2018.

Date: 12/20/18



Annemarie Wells
Board Secretary
Planning Board of the
Township of Rochelle Park

Exhibit B

----- LOD ----- (LIST OF PERTINENCES)

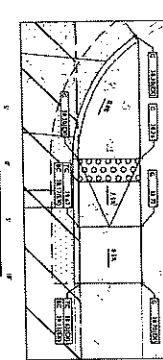
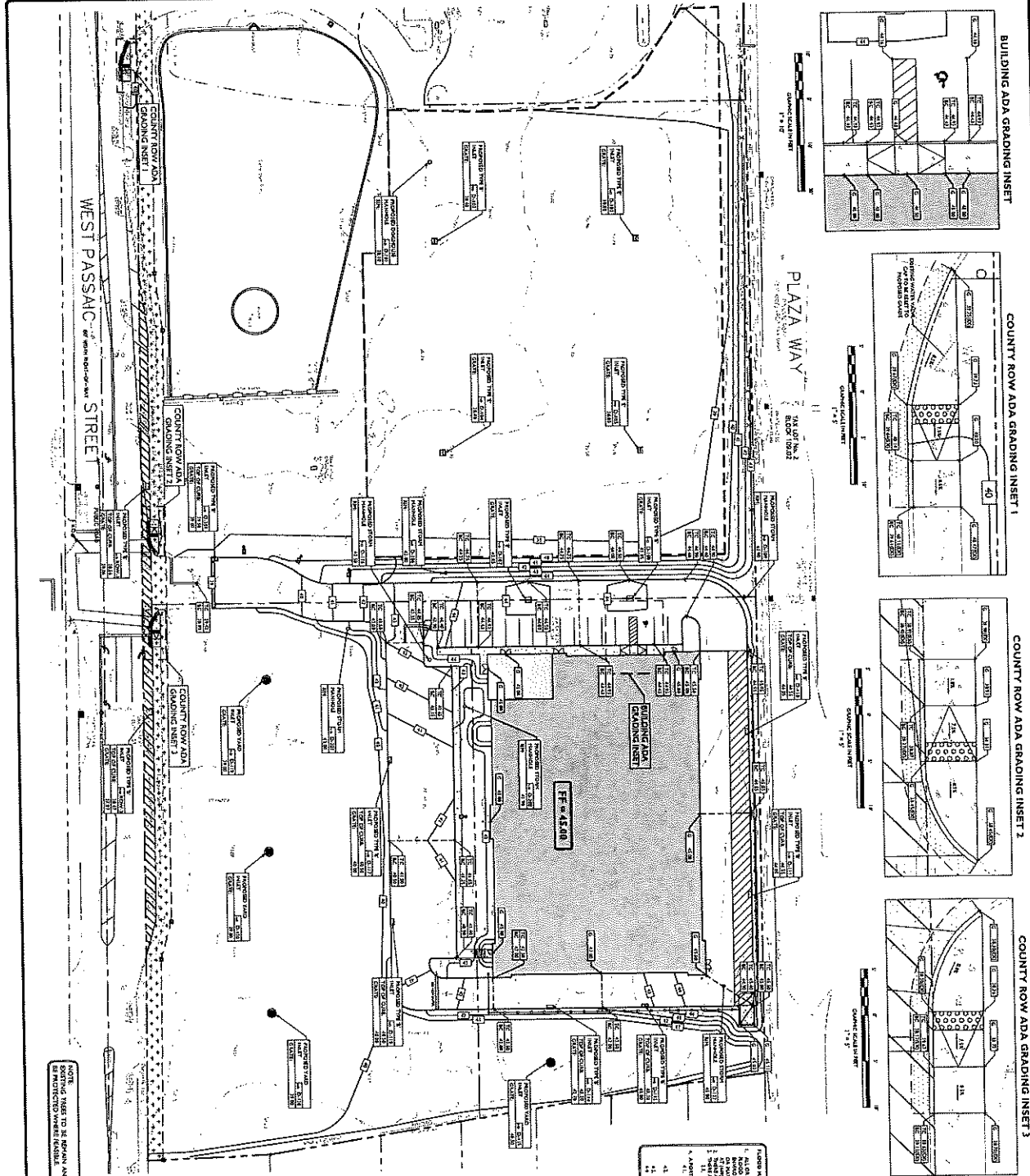


1. Internal Security - Communist - The following are 4 to 6 words or phrases which are most closely associated with the following word or words. Write the word or words in the space provided. Do not write more than 6 words or phrases. Do not write words or phrases which are too general or too broad. Do not write words or phrases which are too specific or too narrow. Do not write words or phrases which are too common or too ordinary. Do not write words or phrases which are too unusual or too obscure. Do not write words or phrases which are too vague or too ambiguous. Do not write words or phrases which are too precise or too specific. Do not write words or phrases which are too general or too broad. Do not write words or phrases which are too common or too ordinary. Do not write words or phrases which are too unusual or too obscure. Do not write words or phrases which are too vague or too ambiguous. Do not write words or phrases which are too precise or too specific.

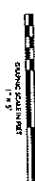
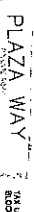
GAFFNEY, N. A. 1971. *Journal of the American Water Resources Association* 7: 103-114.

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 STONEFIELD engineering & design	
TITLE	PROJECTS LIST
DATE 11/1/00	
DRAWING DEMOLITION PLAN	
C-4	



COUNTY ROW ADA GRADING INSET:

[illegible]

FLOOD HAZARD AREA NOYER

- [illegible]

READING NO. 1

1. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
2. DATE 01-25-2001 BY 60322 UCBAW/STP
3. REASON FOR DECLASSIFICATION: 25X1, 25X2, 25X4, 25X5, 25X6, 25X7, 25X8, 25X9, 25Y1, 25Y2, 25Y3, 25Y4, 25Y5, 25Y6, 25Y7, 25Y8, 25Y9, 25Z1, 25Z2, 25Z3, 25Z4, 25Z5, 25Z6, 25Z7, 25Z8, 25Z9
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5. DATE OF REVIEW: 01-25-2001
6. REVIEWER: 60322 UCBAW/STP
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10. REVIEWER'S TITLE: 60322 UCBAW/STP
11. REVIEWER'S ORGANIZATION: 60322 UCBAW/STP
12. REVIEWER'S ADDRESS: 60322 UCBAW/STP
13. REVIEWER'S PHONE: 60322 UCBAW/STP
14. REVIEWER'S FAX: 60322 UCBAW/STP
15. REVIEWER'S E-MAIL: 60322 UCBAW/STP
16. REVIEWER'S OTHER CONTACT INFORMATION: 60322 UCBAW/STP
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APCS.M32115

NOTE:
EXISTING PAGES TO BE REMAIN AND
BE PROTECTED WHERE FEASIBLE.



7	03/09/2019	DD	PER ENGINEERING COMMENTS
6	03/07/2019	DD	RESOLUTION COMPLIANCE
5	04/07/2019	DD	PER BUREAU COUNTY COMMENTS
4	07/09/2019	DD	PER LRP COMMENTS & UPDATING BUILDING FOOTPRINT
3	11/04/2019	DD	BUREAU COUNTY SUBMISSION
2	11/04/2019	DS	IGEP SUBMISSION
1	04/07/2019	DD	ISSUED FOR REVIEW
ISSUE	DATE	BY	DESCRIPTION

 **STONEFIELD**
engineering & design

Rutherford, NJ • New York, NY
Princeton, NJ • Tampa, FL • Royal Oak, MI
www.stonefieldeng.com

Headquarters: 92 Park Avenue, Rutherford, NJ 07070
Phone 201.340.4468 • Fax 201.340.4472

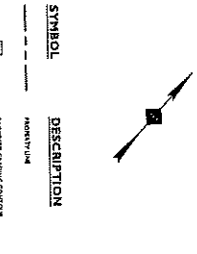
PRELIMINARY & FINAL MAJOR SITE PLAN

TFJ 120 PASSAIC, LLC.

PROPOSED SELF-STORAGE FACILITY

**BLOCK #2, LOTS 1 & 2; BLOCK #2, LOT 1
120 WEST PASSAIC STREET
TOWNSHIP OF MOORELAND PARK
BERGEN COUNTY, NEW JERSEY**

 STONEFIELD engineering & technology	PROJECT NO. 1001 PROJECT NAME:	PROJECT LOCATION:	PROJECT DATE:
	CLIENT:	PROJECT TYPE:	PROJECT STATUS:

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1. To adjust for an inflationary bias, the inflation rate must be included in the VAR. If it is added as an exogenous variable, the VAR becomes a VARMA model. If it is added as an endogenous variable, the VAR becomes a VARX model. In either case, the VAR must be reestimated to reflect the inclusion of the inflation rate.
2. To avoid spurious correlation, the VAR must be cointegrated. This can be tested using the Johansen trace test. If the VAR is not cointegrated, the VAR must be reestimated to reflect the inclusion of the inflation rate.
3. To avoid multicollinearity, the VAR must be stable. This can be tested using the eigenvalue test. If the VAR is not stable, the VAR must be reestimated to reflect the inclusion of the inflation rate.
4. To avoid overfitting, the VAR must be parsimonious. This can be tested using the Akaike information criterion (AIC). If the VAR is not parsimonious, the VAR must be reestimated to reflect the inclusion of the inflation rate.
5. To avoid misspecification, the VAR must be correctly specified. This can be tested using the Ramsey RESET test. If the VAR is not correctly specified, the VAR must be reestimated to reflect the inclusion of the inflation rate.

1. **RELEVANCE**—CONNECTION OF AN INVENTION WITH AN EXISTING FIELD OF KNOWLEDGE OR A KNOWN SYSTEM OF THE ART.
2. **NON-OVIOUSNESS**—THE INVENTION MUST BE NON-OVIOUS TO A PERSON HAVING ORDINARY SKILL IN THE FIELD.
3. **NEWNESS**—THE INVENTION MUST BE NEW AND NOT KNOWN TO THE PUBLIC PRIOR TO THE FILING OF THE APPLICATION.
4. **INDUSTRIAL APPLICABILITY**—THE INVENTION MUST BE CAPABLE OF BEING MADE OR USED IN AN INDUSTRY.

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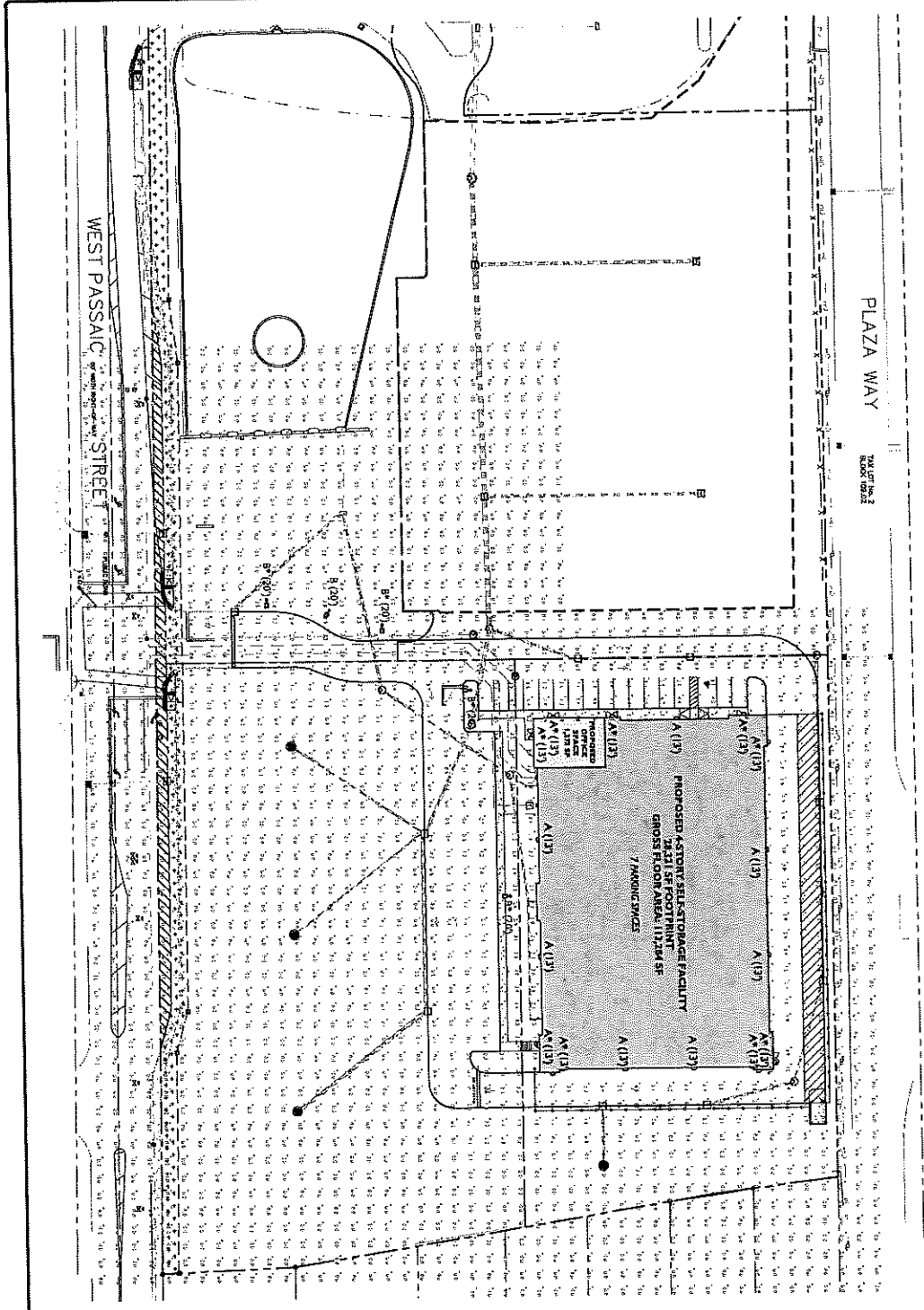
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 Princeton, NJ • Tampa, FL • Royal Oak, MI
www.stonefielddesign.com

Headquarters: 92 Park Avenue, Rutherford, NJ 07070
 Phone 201.340.4448 • Fax 201.340.4472

ISSUE	DATE	BY	DESCRIPTION
7	8/29/2013	SD	FOR ENGINEERING COMMENTS
6	8/29/2013	SD	RESOLUTION COMPLIANCE
5	8/29/2013	SD	FOR SIGNING CDDITY COORDINATE
4	8/29/2013	SD	FOR FINAL COMMENTS & SUGGESTED BUILDING FOOTPRINT
3	1/28/2013	SD	FOR SIGNING CDDITY SUBMISSION
2	1/16/2013	SD	NEED FOR SUBMISSION
1	8/29/2013	SD	ISSUED FOR REVIEW

 STONEMFIELD ENGINEERING & CONSTRUCTION, LLC 1000 ROUTE 100, SUITE 200 NEW JERSEY, 07033	TOTAL 1.22	JACQUEE E. CHAIKIN PROJECT MANAGER 	PRELIMINARY & FINAL MAJOR SITE PLAN TFJ 120 PASSAIC, LLC. PROPOSED SELF-STORAGE FACILITY BLOCK 10 PLOTS 1 & 2, BLOCK 10 LOT 1 120 WEST PASSAIC STREET TOWNSHIP OF ROCKY HILL BERGEN COUNTY, NEW JERSEY
	TITLE STORMWATER MANAGEMENT PLAN		

1/2" = 1' - 0"

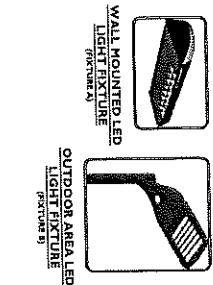


NOTES:

1. THE LIGHTING LAYOUT SHOWN ON THIS PLAN IS BASED ON THE ASSUMPTION THAT THE PROPOSED FACILITY WILL BE OPERATED AT ALL TIMES DURING THE NIGHTTIME HOURS (DARKNESS) AND THAT THE LIGHTING LAYOUT WILL BE DESIGNED TO PROVIDE ADEQUATE ILLUMINATION FOR THE PROPOSED FACILITY AND THE ADJACENT STREETS AND PARKING AREAS.
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7. THE LIGHTING LAYOUT SHOWN ON THIS PLAN IS BASED ON THE ASSUMPTION THAT THE PROPOSED FACILITY WILL BE OPERATED AT ALL TIMES DURING THE NIGHTTIME HOURS (DARKNESS) AND THAT THE LIGHTING LAYOUT WILL BE DESIGNED TO PROVIDE ADEQUATE ILLUMINATION FOR THE PROPOSED FACILITY AND THE ADJACENT STREETS AND PARKING AREAS.
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9. THE LIGHTING LAYOUT SHOWN ON THIS PLAN IS BASED ON THE ASSUMPTION THAT THE PROPOSED FACILITY WILL BE OPERATED AT ALL TIMES DURING THE NIGHTTIME HOURS (DARKNESS) AND THAT THE LIGHTING LAYOUT WILL BE DESIGNED TO PROVIDE ADEQUATE ILLUMINATION FOR THE PROPOSED FACILITY AND THE ADJACENT STREETS AND PARKING AREAS.
10. THE LIGHTING LAYOUT SHOWN ON THIS PLAN IS BASED ON THE ASSUMPTION THAT THE PROPOSED FACILITY WILL BE OPERATED AT ALL TIMES DURING THE NIGHTTIME HOURS (DARKNESS) AND THAT THE LIGHTING LAYOUT WILL BE DESIGNED TO PROVIDE ADEQUATE ILLUMINATION FOR THE PROPOSED FACILITY AND THE ADJACENT STREETS AND PARKING AREAS.

TOWN OF ROCHELLE PARK LIGHTING REQUIREMENTS			
CODE SECTION	REQUIREMENT	REMARKS	COMMENTS
11.04.01	MINIMUM LIGHT LEVELS	MINIMUM LIGHT LEVELS SHALL BE AS SPECIFIED IN THE FOLLOWING TABLE:	
11.04.02	MINIMUM LIGHT LEVELS	MINIMUM LIGHT LEVELS SHALL BE AS SPECIFIED IN THE FOLLOWING TABLE:	
11.04.03	MINIMUM LIGHT LEVELS	MINIMUM LIGHT LEVELS SHALL BE AS SPECIFIED IN THE FOLLOWING TABLE:	

PROPOSED LUMINAIRE SCHEDULE			
SYMBOL	QUANTITY	DESCRIPTION	REMARKS
A (137)	1	WALL MOUNTED LED LIGHT FIXTURE	
A (137)	1	OUTDOOR AREA LED LIGHT FIXTURE	



SYMBOL	DESCRIPTION
A (137)	WALL MOUNTED LED LIGHT FIXTURE
A (137)	OUTDOOR AREA LED LIGHT FIXTURE

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TFJ 120 PASSAIC, LLC.

PROPOSED SELF-STORAGE FACILITY

BLOCK 92, LOT 1 & 2, BLOCK 92, LOT 1
120 WEST PASSAIC STREET
TOWNSHIP OF ROCHELLE PARK
BERGEN COUNTY, NEW JERSEY

PRELIMINARY & FINAL MAJOR SITE PLAN

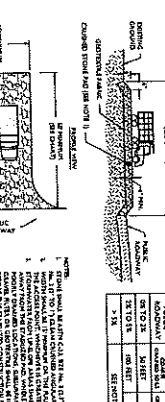
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TFJ 120 PASSAIC, LLC.

PROPOSED SELF-STORAGE FACILITY

LIGHTING PLAN

C-9

[illegible]

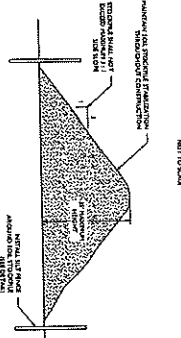
TYPE OF JOB	UNCLASSIFIED
RECENT BIRMINGHAM	MAX
INDIAN OCEAN ISLAND GROUP	0
OPEN TO ALL INDIAN COUNTRIES	0 12 FT
100 PERMANENT	4.00 PER 1/4
OPEN TO WAIVER TALK	0 12 FT

PROPERTY IS LOCATED WITHIN AN URBAN REDEVELOPMENT AREA (METROPOLITAN PLANNING AREA (MPA)) AND IS THEREFORE EXEMPT FROM COMPACTION REMEDIATION

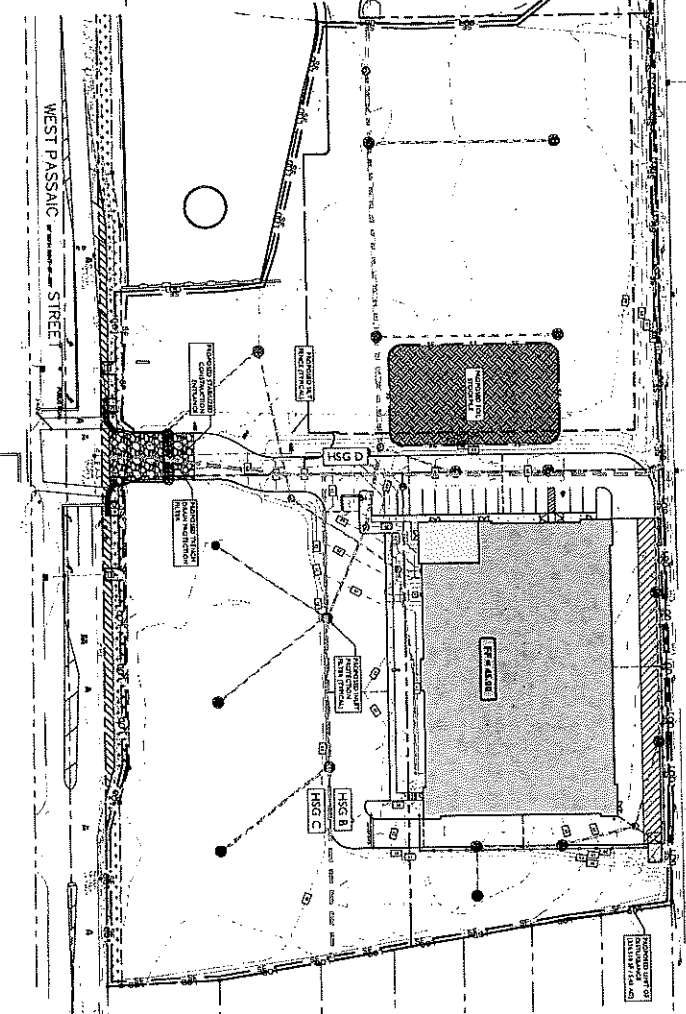
1. **QUESTION** What is the purpose of the study?
2. **ANSWER** The purpose of the study is to determine the effect of the use of a computer-aided design (CAD) system on the accuracy of the design of a mechanical part.

[illegible]

NOT TO SCALE



SOIL STOCKPILE DETAIL



WEST PASSAIC, N.J. 07081-1000

[illegible]

		
REINFORCED CONCRETE WALL	REINFORCED CONCRETE WALL	REINFORCED CONCRETE WALL

[illegible]

 STONEFIELD engineering & design	SCALE	1" = 4' PROJECT NO. T2004
	TITLE	
	SOIL EROSION & SEDIMENT CONTROL PLAN	
DRAWING	C-10	

PRELIMINARY & FINAL MAJOR SITE PLAN

TFJ 120 PASSAIC, LLC.

PROPOSED SELF-STORAGE FACILITY

**BLOCK 92, LOTS 1 & 2; BLOCK 92, LOT 1
120 WEST PASSAIC STREET
TOWNSHIP OF ROCHELLE PARK
BERGEN COUNTY, NEW JERSEY**

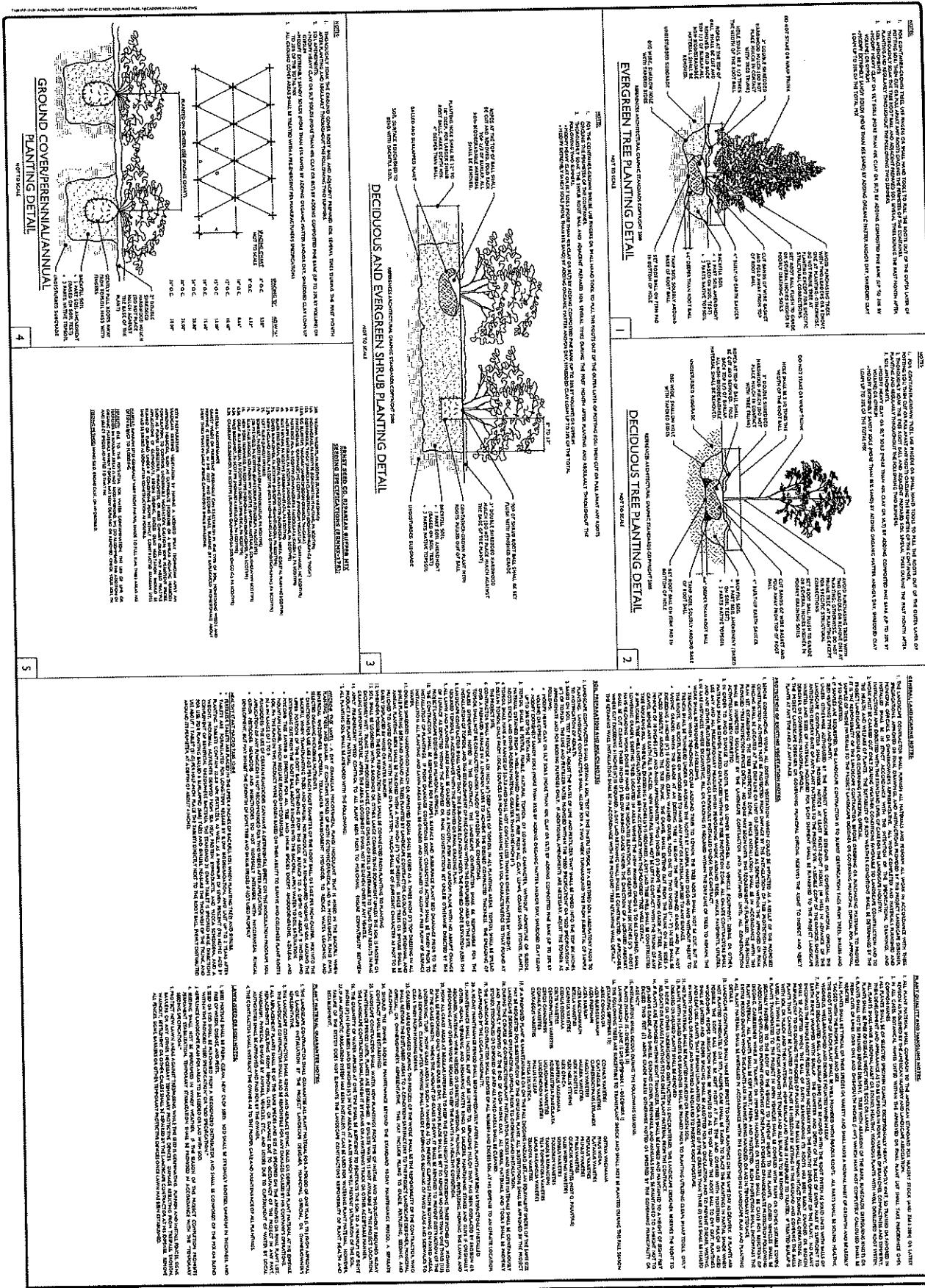


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[illegible]



PRELIMINARY & FINAL MAJOR SITE PLAN

TFJ I20 PASSAIC, LLC.

PROPOSED SELF-STORAGE FACILITY

Block 12, Lots 1 & 2, Block 13, Lot 1
12 West Passaic Street
Township of Rochelle Park
Bergen County, New Jersey

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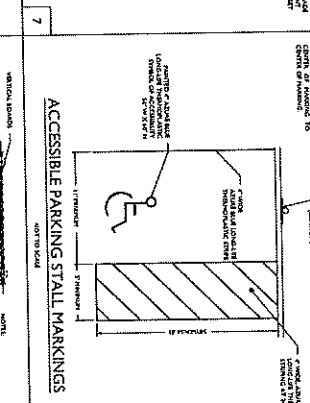
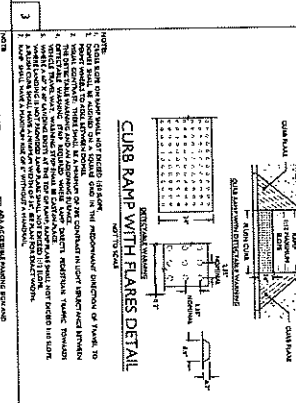
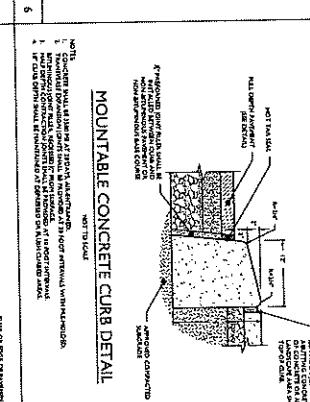
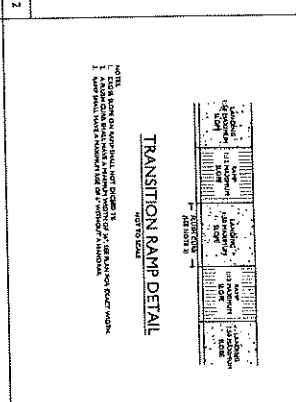
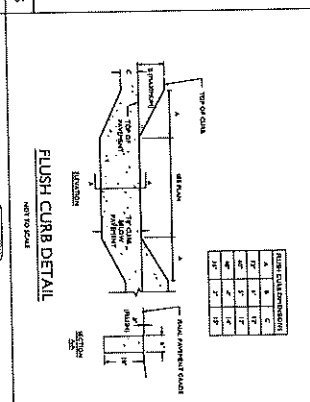
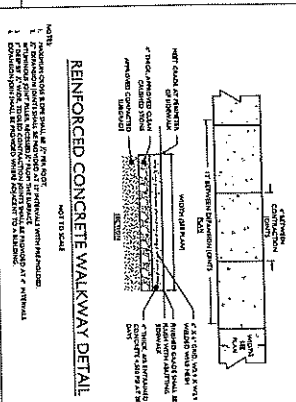
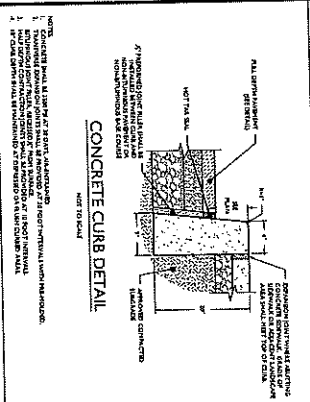
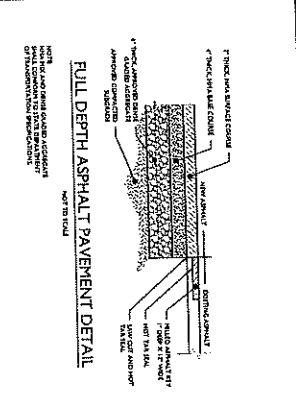
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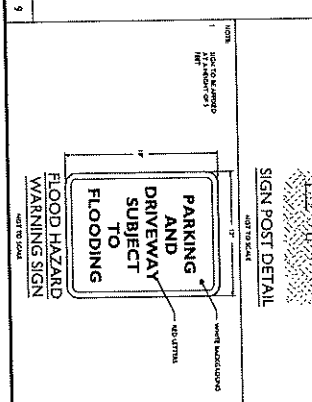
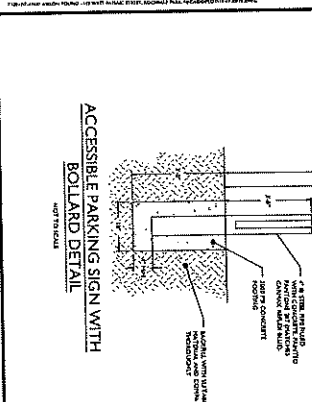
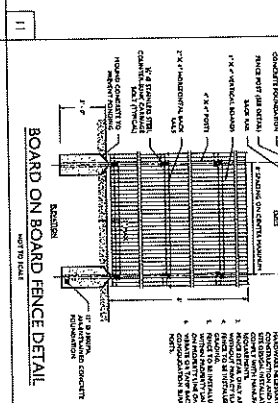
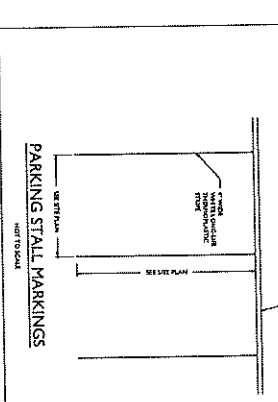
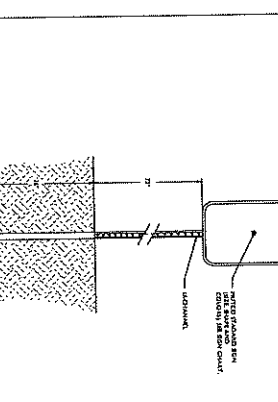
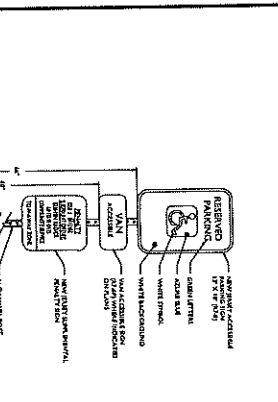
LANDSCAPING DETAILS

C-12

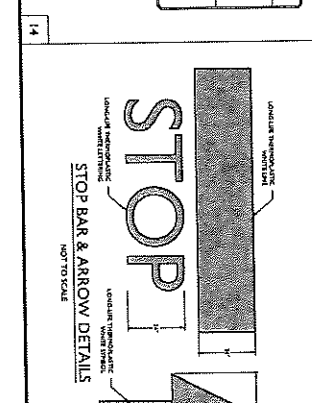
NO.	DATE	BY	DESCRIPTION
1	11/11/11	DD	PER ENGINEERING COMMENTS
2	11/11/11	DD	REVISION COMPLIANCE
3	11/11/11	DD	PER REVIEWER COMMENTS
4	11/11/11	DD	PER NJDC COMMENTS & UPDATED BUILDING FOOTPRINT
5	11/11/11	DD	PER NJDC COMMENTS & UPDATED BUILDING FOOTPRINT
6	11/11/11	DD	PER NJDC COMMENTS & UPDATED BUILDING FOOTPRINT
7	11/11/11	DD	PER NJDC COMMENTS & UPDATED BUILDING FOOTPRINT
8	11/11/11	DD	PER NJDC COMMENTS & UPDATED BUILDING FOOTPRINT
9	11/11/11	DD	PER NJDC COMMENTS & UPDATED BUILDING FOOTPRINT
10	11/11/11	DD	PER NJDC COMMENTS & UPDATED BUILDING FOOTPRINT



DATE	BY	DESCRIPTION
10/1/2011	SS	FOR ENGINEERING COMMENTS
10/1/2011	SS	REVOLUTION COMPLIANCE
10/1/2011	SS	FOR HENCK COUNTY COMMENTS
10/1/2011	SS	FOR HENCK COUNTY & UPDATED BUILDING FOOTPRINT
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION



MARKING	TYPE	COLOR	SIZE OF SIGN	TYPE OF SIGN
STOP	STOP	WHITE	36\"/>	



DATE	BY	DESCRIPTION
10/1/2011	SS	FOR ENGINEERING COMMENTS
10/1/2011	SS	REVOLUTION COMPLIANCE
10/1/2011	SS	FOR HENCK COUNTY COMMENTS
10/1/2011	SS	FOR HENCK COUNTY & UPDATED BUILDING FOOTPRINT
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION
10/1/2011	SS	FOR HENCK COUNTY SUBMISSION

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PRELIMINARY & FINAL MAJOR SITE PLAN

TFJ I20 PASSAIC, LLC.

PROPOSED SELF-STORAGE FACILITY

BLOCK 92, LOTS 1 & 3; BLOCK 92, LOT 1
TO NEW PASSAIC STREET
TOWNSHIP OF ROCKVILLE PARK
BERGEN COUNTY, NEW JERSEY

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SCALE: AS SHOWN
CONSTRUCTION DETAILS

C-13

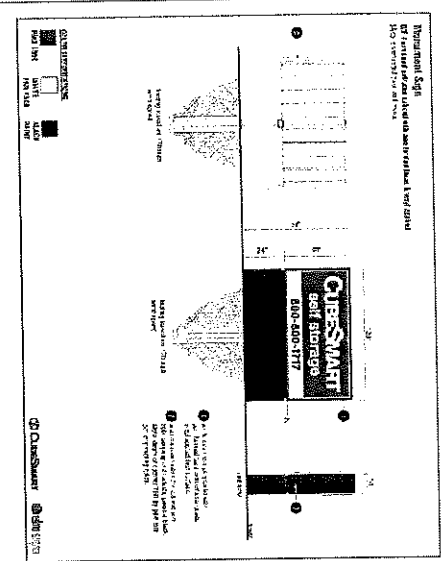
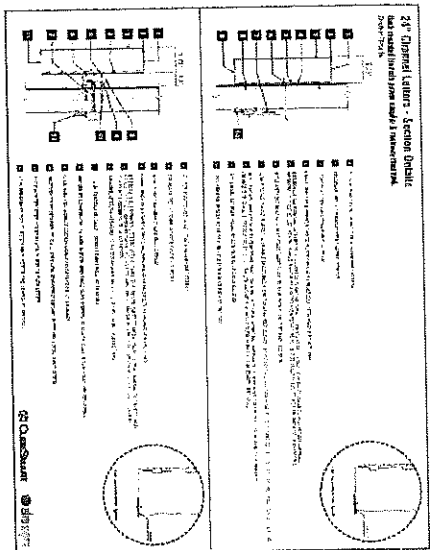
24' Chained Letters (8x8 24' Chained Letters - Section Detail)
Not provided per owner's request. See drawing 24' Chained Letters.

CUBESMART

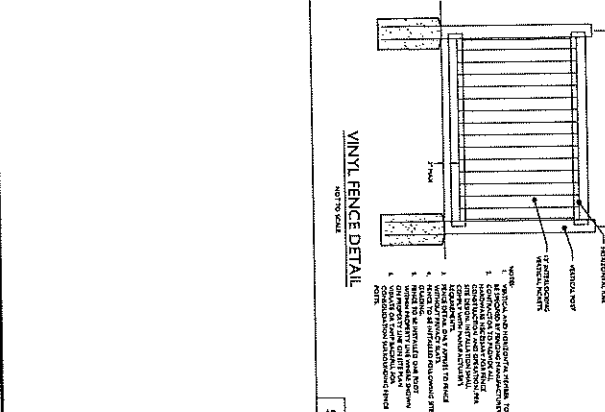
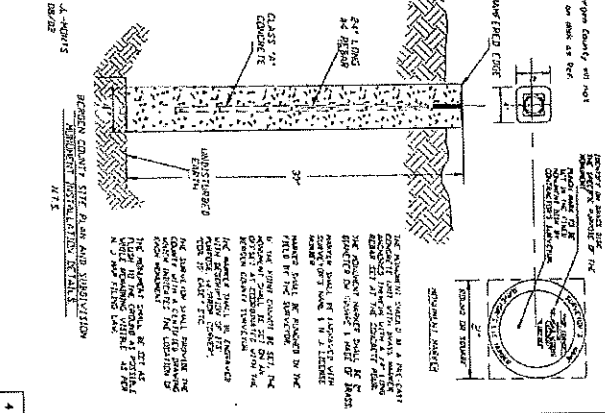
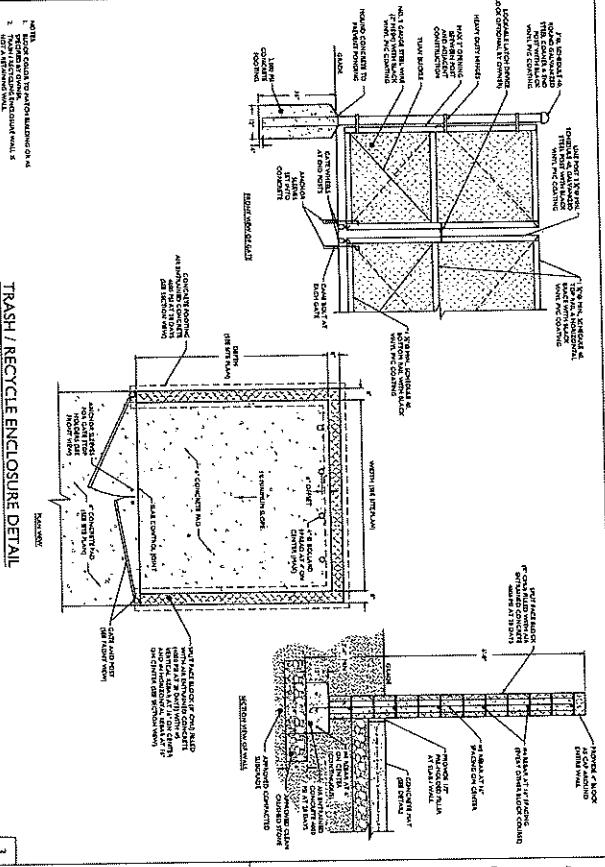
CUBESMART

DATE: 01/11/2011
PROJECT: 100-000-1177
CUBESMART
@ 609.577.1177

WALL SIGN



MONUMENT SIGN



PRELIMINARY & FINAL MAJOR SITE PLAN

TFJ 120 PASSAIC, LLC.

PROPOSED SELF-STORAGE FACILITY

Block 93, Lots 1 & 2; Block 93, Lot 1
120 WEST PASSAIC STREET
TOWNSHIP OF ROCHELLE PARK
BERGEN COUNTY, NEW JERSEY

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NO.	DATE	BY	DESCRIPTION
1	01/11/2011	DD	ISSUED FOR REVIEW
2	01/11/2011	DD	FOR ENGINEERING COMMENTS
3	01/11/2011	DD	FOR RESOLUTION COMPLIANCE
4	01/11/2011	DD	FOR RESOLUTION COMMENTS
5	01/11/2011	DD	FOR RESOLUTION COMMENTS & UPDATED BUILDING FOOTPRINT
6	01/11/2011	DD	FOR RESOLUTION COMMENTS
7	01/11/2011	DD	FOR RESOLUTION COMMENTS

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TFJ 120 PASSAIC, LLC.

PROPOSED SELF-STORAGE FACILITY

Block 93, Lots 1 & 2; Block 93, Lot 1
120 WEST PASSAIC STREET
TOWNSHIP OF ROCHELLE PARK
BERGEN COUNTY, NEW JERSEY

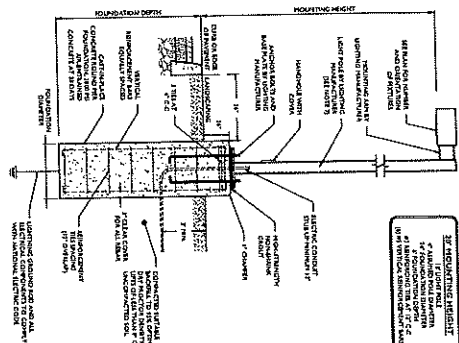
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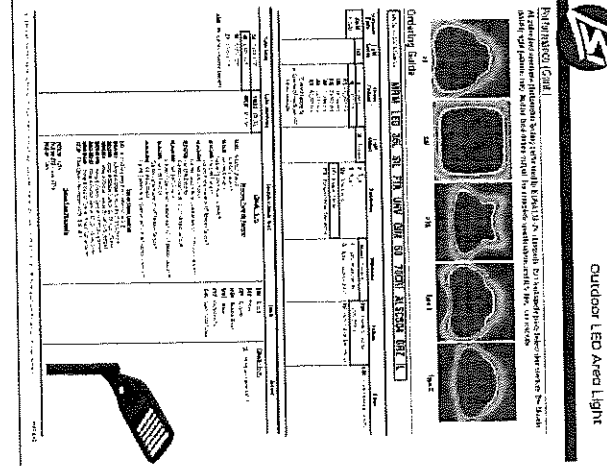
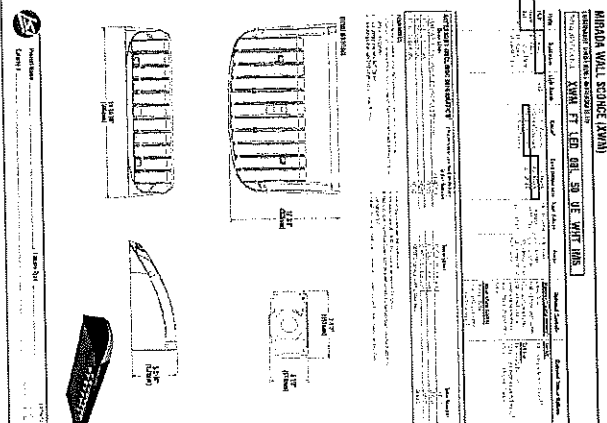
NO.	DATE	BY	DESCRIPTION
1	01/11/2011	DD	ISSUED FOR REVIEW
2	01/11/2011	DD	FOR ENGINEERING COMMENTS
3	01/11/2011	DD	FOR RESOLUTION COMPLIANCE
4	01/11/2011	DD	FOR RESOLUTION COMMENTS
5	01/11/2011	DD	FOR RESOLUTION COMMENTS & UPDATED BUILDING FOOTPRINT
6	01/11/2011	DD	FOR RESOLUTION COMMENTS
7	01/11/2011	DD	FOR RESOLUTION COMMENTS

- NOTES:
1. THE LIGHT POLE SHALL BE 100 FT. TALL, 100 LB. WEIGHT, AND 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE SHALL BE 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE.
 2. THE LIGHT POLE SHALL BE 100 FT. TALL, 100 LB. WEIGHT, AND 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE SHALL BE 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE.
 3. THE LIGHT POLE SHALL BE 100 FT. TALL, 100 LB. WEIGHT, AND 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE SHALL BE 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE.
 4. THE LIGHT POLE SHALL BE 100 FT. TALL, 100 LB. WEIGHT, AND 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE SHALL BE 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE.
 5. THE LIGHT POLE SHALL BE 100 FT. TALL, 100 LB. WEIGHT, AND 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE SHALL BE 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE.
 6. THE LIGHT POLE SHALL BE 100 FT. TALL, 100 LB. WEIGHT, AND 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE SHALL BE 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE.
 7. THE LIGHT POLE SHALL BE 100 FT. TALL, 100 LB. WEIGHT, AND 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE SHALL BE 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE.
 8. THE LIGHT POLE SHALL BE 100 FT. TALL, 100 LB. WEIGHT, AND 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE SHALL BE 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE.
 9. THE LIGHT POLE SHALL BE 100 FT. TALL, 100 LB. WEIGHT, AND 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE SHALL BE 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE.
 10. THE LIGHT POLE SHALL BE 100 FT. TALL, 100 LB. WEIGHT, AND 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE SHALL BE 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE.

LIGHT POLE INSTALLATION DETAIL



FOR LIGHTING DESIGNER
 1. LIGHT POLE SHALL BE 100 FT. TALL, 100 LB. WEIGHT, AND 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE SHALL BE 100 LB. PER FOOT OF WEIGHT OF THE LIGHT POLE.



ISSUE	DATE	BY	DESCRIPTION
1	08/01/18	DD	ISSUED FOR REVIEW
2	11/01/18	DD	ISSUED FOR REVIEW
3	11/01/18	DD	ISSUED FOR REVIEW
4	11/01/18	DD	ISSUED FOR REVIEW
5	11/01/18	DD	ISSUED FOR REVIEW
6	11/01/18	DD	ISSUED FOR REVIEW
7	11/01/18	DD	ISSUED FOR REVIEW

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TFJ 120 PASSAIC, LLC.
PROPOSED SELF-STORAGE FACILITY

BLOCK 18, LOTS 1 & 2; BLOCK 19, LOT 1
 130 WEST PASSAIC STREET
 TOWNSHIP OF ROCKHILL PARK
 BUNGER COUNTY, NEW JERSEY

PRELIMINARY & FINAL MAJOR SITE PLAN

SCALE 1"=20' **PROJECT NO.** 1801
TITLE CONSTRUCTION DETAILS

DATE 08/01/18 **BY** DD

[illegible]

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7	6/5/2018	DD	PSA ENGINEERING COMMENTS
8	6/5/2018	DD	REGULATION COMPLIANCE
5	6/5/2018	DD	PSA DESIGN CORRECTION COMMENTS
4	6/5/2018	DD	FM NDEP COMMENTS & UPDATED FUELING FOOTPRINT
3	1/25/2018	DD	BEGIN COUNT SUSPENSION
2	1/19/2018	DD	NDEP SUBMISSION
1	6/5/2018	DD	ISSUED FOR REVIEW
ISSUE	DATE	BY	DESCRIPTION

Exhibit C

STONEFIELD

Performance and Maintenance Bond Estimate

TFJ 120 Passaic, LLC - Proposed Self-Storage Facility

Block 92, Lots 1 & 2; Block 93, Lot 1

120 West Passaic Street

Township of Rochelle Park, Bergen County, New Jersey

August 22, 2019

CATEGORY	QUANTITY	UNIT	UNIT COST	ITEM COST
Site Work				
Asphalt	32,672.00	SF	\$4.00	\$130,688.00
Block - Trash Enclosure	1.00	EA	\$25,000.00	\$25,000.00
Concrete Bollard	2.00	EA	\$500.00	\$1,000.00
Concrete Curb - 6" Reveal	1,760.00	LF	\$20.00	\$35,200.00
Concrete Curb - Flush	36.00	LF	\$20.00	\$720.00
Concrete Curb - Ramp	5.00	EA	\$500.00	\$2,500.00
Detectable Warning Strip	3.00	EA	\$300.00	\$900.00
Fence - Chain Link (6' Tall)	461.00	LF	\$35.00	\$16,135.00
Sign - ADA	2.00	EA	\$150.00	\$300.00
Striping - Thermoplastic - 4" Wide	1,501.00	LF	\$0.50	\$750.50
Symbol - Directional Arrow	11.00	EA	\$150.00	\$1,650.00
Symbol - Handicap	1.00	EA	\$150.00	\$150.00
Symbol - Stop Bar	3.00	EA	\$150.00	\$450.00
Walkway - Reinforced Concrete (4" Thick)	2,398.00	SF	\$5.00	\$11,990.00
Site Work Total				\$227,433.50
Drainage				
Inlet - Trench Drain	30.00	LF	\$60.00	\$1,800.00
Inlet - Type B	9.00	EA	\$4,500.00	\$40,500.00
Inlet - Type E	6.00	EA	\$4,500.00	\$27,000.00
Inlet - Yard	4.00	EA	\$2,500.00	\$10,000.00
Manhole - Standard Size	7.00	EA	\$4,500.00	\$31,500.00
Pipe - HDPE - 12"	368.00	LF	\$25.00	\$9,200.00
Pipe - HDPE - 15"	810.00	LF	\$30.00	\$24,300.00
Pipe - HDPE - 18"	321.00	LF	\$35.00	\$11,235.00
Pipe - HDPE - 24"	101.00	LF	\$40.00	\$4,040.00
Pipe - HDPE - 30"	53.00	LF	\$45.00	\$2,385.00
Pipe - HDPE - 8"	186.00	LF	\$25.00	\$4,650.00
Pipe - PVC - 10"	7.00	LF	\$30.00	\$210.00
Pipe - RCP - Elliptical 38" x 24"	208.00	LF	\$50.00	\$10,400.00
Drainage Total				\$177,220.00

STONEFIELD

Performance and Maintenance Bond Estimate

TFJ 120 Passaic, LLC - Proposed Self-Storage Facility

Block 92, Lots 1 & 2; Block 93, Lot 1

120 West Passaic Street

Township of Rochelle Park, Bergen County, New Jersey

August 22, 2019

CATEGORY	QUANTITY	UNIT	UNIT COST	ITEM COST
Utilities				
Bend - 6" With Thrust Block	4.00	EA	\$350.00	\$1,400.00
Cleanout	4.00	EA	\$350.00	\$1,400.00
Electric - Transformer (Pad Mounted)	1.00	EA	\$15,000.00	\$15,000.00
Electric - Trenching (Excludes Conduits)	331.00	LF	\$14.00	\$4,634.00
Gas - Meter Installation	1.00	LS	\$1,500.00	\$1,500.00
Gas - Pipe - 2"	285.00	LF	\$20.00	\$5,700.00
Gas Valve - 2"	1.00	EA	\$1,000.00	\$1,000.00
Manhole - Drop Structure	2.00	EA	\$5,500.00	\$11,000.00
Pipe - 6" Ductile Iron	285.00	LF	\$60.00	\$17,100.00
Pipe - SDR-35 - 6"	279.00	LF	\$35.00	\$9,765.00
Sanitary - Connection Fee	1.00	LS	\$15,000.00	\$15,000.00
Water - Connection Fee	1.00	LS	\$15,000.00	\$15,000.00
Water - Meter Installation	1.00	LS	\$1,500.00	\$1,500.00
Water Valve - 6"	1.00	EA	\$4,000.00	\$4,000.00
Utilities Total				\$103,999.00
Lighting				
Pole Foundation & Fixture	5.00	EA	\$5,000.00	\$25,000.00
Pole Foundation Excavation	5.00	EA	\$1,000.00	\$5,000.00
Lighting Total				\$30,000.00
Landscaping				
Planting - Grass - Ornamental	79.00	EA	\$15.00	\$1,185.00
Planting - Miscellaneous - Perennials	25.00	EA	\$15.00	\$375.00
Planting - Shrub - Deciduous	12.00	EA	\$55.00	\$660.00
Planting - Shrub - Evergreen	43.00	EA	\$75.00	\$3,225.00
Planting - Tree - Evergreen	69.00	EA	\$400.00	\$27,600.00
Planting - Tree - Shade	15.00	EA	\$400.00	\$6,000.00
Landscaping Total				\$39,045.00

STONEFIELD

Performance and Maintenance Bond Estimate

TFJ 120 Passaic, LLC - Proposed Self-Storage Facility

Block 92, Lots 1 & 2; Block 93, Lot 1

120 West Passaic Street

Township of Rochelle Park, Bergen County, New Jersey

August 22, 2019

CATEGORY	QUANTITY	UNIT	UNIT COST	ITEM COST
Erosion Control				
Construction Entrance	1.00	EA	\$2,000.00	\$2,000.00
Erosion Control Mat	933.00	SY	\$2.00	\$1,866.00
Inlet Protection	16.00	EA	\$150.00	\$2,400.00
Silt Fence	2,095.00	LF	\$3.50	\$7,332.50
Trench Drain Protection	1.00	EA	\$150.00	\$150.00
Erosion Control Total				\$13,748.50
				\$591,446.00

General Notes:

1. Public Improvements are included within this Performance Bond and Maintenance Bond.

Exhibit D

JOB AND JOB

Consulting Engineers, Land Surveyors, Planners
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Hackensack, New Jersey 07601
Tel (201) 487-8754 * FAX (201) 487-7879
www.jobandjob.org

FlorioC. Job, P.E. & L.S. 1897-1970
Kenneth G.B. Job, P.E., L.S., P.P.
Kenneth J. Job, P.E., P.L.S., P.P.

PERFORMANCE BOND ESTIMATE
(Easterly Side Yard, Perimeter Landscaping)
TFJ 120 PASSAIC, LLC – Proposed Self-Storage Facility
Block 92, Lots 1 & 2; Block 93, Lot 1
120 West Passaic Street
Township Of Rochelle Park
Bergen County, New Jersey

Item	Description	Unit	*Quantity	Unit Price	Amount
1	Deciduous Schrub	EA	3.00	\$ 55.00	\$ 165.00
2	Evergreen Tree	EA	66.00	\$ 400.00	\$ 26,400.00
3	Shade Tree	EA	8.00	\$ 400.00	\$ 3,200.00

* Based on 8/22/2019 Performance Bond Estimate prepared by Stonefield Engineering and Design LLC



Kenneth J. Job, P.E.
Job and Job Consulting Engineers

Total Items: \$ 29,765.00
Total Amount of Performance Bond: \$ 35,718.00
(120% of Construction Cost)