



CAMDEN COUNTY, NJ
 CAMDEN COUNTY CLERK'S OFFICE
 RESTRIC-OR BOOK 10552/928
 RECORDED 01/05/2017 12:23:48
 FILE NUMBER 2017000835
 RCPT #: 1840386; RECD BY: AL92
 RECORDING FEES \$203.00
 MARGINAL NOTATION \$0.00
 TOTAL TAX \$0.00

**THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE THE
 SURVEY AS "EXHIBIT A" AND THE LEGAL DESCRIPTION AS "EXHIBIT B".**

DECLARATION OF DEED RESTRICTION

THIS DECLARATION OF DEED RESTRICTION ("Deed Restriction")

is made as of this 29th day of September, 2016, by the City of Camden Redevelopment Agency whose address is 520 Market Street, 13th Floor, Camden, County of Camden New Jersey 08101 ("Declarant") in favor of the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, having an address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990 ("NJEDA").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property and the improvements thereon located in the City of Camden and County of Camden, State of New Jersey of a portion of former Block 62, Lots 45 and 38 and now known as a section within the Centennial Avenue Right of Way of the official Tax Map of the City of Camden (the "CRA Lots"); and

WHEREAS, part of the CRA Lots will be used for the construction of a new public green space and a new public roadway that will provide access to the green space which areas are shown as Tract # 1 and Tract #2 on the survey attached as Exhibit A, and described in the legal descriptions attached as Exhibit B; and

WHEREAS, Tract #1 and Tract #2 as set forth in Exhibits A & B are collectively referred to herein as the "Property"; and

WHEREAS, the soils of the Property have been contaminated by discharges of hazardous substances within the meaning of the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 (the "Spill Act"), and

WHEREAS, Declarant represents that remediation of the contamination is currently estimated to cost at least \$358,712.02; and

WHEREAS, the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1.1 et seq. (the "Remediation Act"), authorizes NJEDA to award a municipality with a grant from the Hazardous Discharge Site Remediation Fund (the "HDSRF Grant") pursuant to the Remediation Act of up to 75% of the costs of the remedial action for a project involving the redevelopment of contaminated property for recreation and conservation purposes, provided that the use of the property for recreation and conservation purposes is included in the comprehensive plan for the development or redevelopment of the contaminated property, and provided that use of the property is preserved for recreation and conservation purposes by conveyance of a deed restriction,

CAMDEN COUNTY, NJ: CAMDEN COUNTY CLERK'S OFFICE
 RESTRIC-OR BOOK 10577 PG 114 RECORDED 02/17/2017 11:52:11
 FILE NUMBER 2017012164; RCPT# 1856843
 RECORDING FEES \$303.00; N-NOT \$0.00; RTF \$0.00; RECD BY MB15

which shall be recorded and indexed with the deed in the registry of deeds for the county in which the Property is located; and

WHEREAS, subject to the Declarant's compliance with the Remediation Act, and based on Declarant's representations regarding the intended use of the Property for public open space, the New Jersey Department of Environmental Protection ("NJDEP") has recommended to the NJEDA that the Declarant be awarded a HDSRF Grant of up to 75% of the costs of the remedial action with respect to the Property because the remedial action would foster public outdoor recreation or conservation; and

WHEREAS, in reliance on NJDEP's recommendation and subject to, among other things, Declarant entering into this Declaration of Deed Restriction, the NJEDA has awarded Declarant an HDSRF Grant in the amount of \$269,034.02 which amount is subject to change upon agreement by the parties; and

WHEREAS, the grant of this Deed Restriction by Declarant will help to ensure that the Property is rehabilitated and reused consistent with the Downtown Redevelopment Plan; and

WHEREAS, the Declarant, having the authority to do so, intends to enter into this Deed Restriction in order to ensure that the Property is preserved for open space for the benefit of the public.

NOW THEREFORE, in consideration of the award of the HDSRF Grant to Declarant and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein, the Declarant hereby irrevocably grants, bargains, sells, and conveys unto the NJEDA, TO HAVE AND TO HOLD the same unto NJEDA, its successors and assigns forever, this Deed Restriction in perpetuity.

1. Deed Restriction for Recreation/Conservation. Declarant hereby conveys, transfers, assigns and grants to the NJEDA, and its successors and assigns, this Deed Restriction solely with respect to Property.

2. Scope of Deed Restriction. This Deed Restriction conveys to NJEDA a limited interest in Property only as hereinafter specifically provided, which includes the benefit of the following covenants, conditions and restrictions:

(a) Declarant agrees to prevent any disturbance or development on the Property in perpetuity. Public open access is to be permitted when the intended use of the Property is for recreation purposes. Notwithstanding anything in this Deed Restriction to the contrary, Declarant and/ or its successors and assigns are permitted to construct and maintain a public green space on the Property and a public roadway on the Property.

(b) The NJDEP has approved a Remedial Action Work ("RAW") Plan on January 24, 2012 and the Declarant has retained an LSRP for the site to implement the RAW.

The implementation of the RAW includes a remedy that will involve excavation and capping work. Declarant agrees to effectuate the remediation in a timely manner consistent with the terms of the RAW.

(c) Declarant, or Declarant's assignee, retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Property. Declarant, or Declarant's assignee, agrees at all times to use reasonable efforts to maintain the Property in a good and sound state of repair and shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Declarant.

(d) Declarant agrees not to obstruct the substantial and regular opportunity of the public to access and utilize the Property when it has been designated for recreational activities; and

(e) Declarant and its successors and assigns forever reserve the fee title to the Property and incidents of ownership therein, other than the Deed Restriction, all to the extent not inconsistent with the terms and purposes of the Deed Restriction granted herein.

3. Title. Declarant warrants as of the date hereof good and sufficient title to the Property free from all encumbrances that would interfere with this Deed Restriction and hereby promises to defend the same against all claims that may be made in connection therewith. Declarant warrants that there are no mortgage liens on the Property on the date hereof. All mortgages and liens filed against the Property after the date hereof shall in all respects be subordinate to the lien of this Deed Restriction.

4. Inspection, Reporting and Right of Entry. At least annually, and on changes in possession, during reasonable hours, on written notice, the NJEDA or NJEDA's agents may enter and inspect the Property to determine a breach, default or violation of this Deed Restriction ("Violation"), and for enforcement of its terms. A failure to inspect by the NJEDA and/or its agents shall not be deemed to constitute a waiver of these rights.

5. Nature and Duration. The covenants, conditions and restrictions in this Deed Restriction shall be a burden upon and run with the land constituting the Property in perpetuity and are binding upon Declarant and the successors and assigns of Declarant for the benefit of the public. Declarant agrees that the terms, conditions, restrictions and purposes of this Deed Restriction will be inserted in any subsequent deed, lease, sub-lease or other legal instrument that includes any portion of the Property by which Declarant divests itself of any interest in the Property.

6. Transfer Notices. Declarant shall provide the NJEDA with written notice of any transfer or change in ownership of the Property, including but not limited to the name and address of the new owner, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.

7. Remedies – Breach/Default. In addition to, and not in limitation of, any other rights of the NJEDA hereunder or at law or in equity, if the NJEDA determines that a Violation of this Deed Restriction has occurred or that a Violation is threatened, the NJEDA shall give written notice to Declarant of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Declarant fails to cure the Violation after receipt of notice thereof from the NJEDA, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the NJEDA, fails to begin curing such Violation within the time period dictated by the NJEDA, or fails to continue diligently to cure such Violation until finally cured, the NJEDA may bring an action at law or in equity in a court of competent jurisdiction:

(a) to enjoin and/or cure such Violation;

(b) to enter upon the Property and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Property affected by such Violation to the condition that existed prior thereto;

(c) to seek or enforce such other legal and/or equitable relief or remedies as the NJEDA deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Deed Restriction; or

(d) to exercise any rights and remedies it may have against Declarant under the HDSRF Grant agreement, which rights and remedies shall be applicable to Declarant's successors and assigns under this Deed Restriction.

8. NJEDA's Rights – Immediate Action. If the NJEDA, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, the NJEDA may pursue its remedies under paragraph 7 above without prior notice to Declarant or without waiting for the period provided for cure to expire. The NJEDA's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Deed Restriction. Declarant agrees that the NJEDA's remedies at law for any Violation of the terms of this Deed Restriction are inadequate and that the NJEDA shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the NJEDA may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the State of New Jersey or any of its departments or agencies' rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.

9. NJEDA's Right of Transfer. The NJEDA reserves the right to transfer, assign, or otherwise convey this Deed Restriction to any other entity or person to enforce the provisions of this Deed Restriction. The Deed Restriction shall inure to the benefit of, and be binding upon, all assignees, transferees and successors in interest of NJEDA. Declarant shall pay any fee charged by such entity or person to perform those services.

10. Enforcement. Enforcement of the terms of this Deed Restriction shall be at the discretion of the NJEDA, and any forbearance by the NJEDA to exercise its rights under

this Deed Restriction in the event of any Violation by Declarant shall not be deemed or construed to be a waiver by the NJEDA of such term or of any subsequent Violation of any of the NJEDA's rights under this Deed Restriction. No delay or omission by the NJEDA in the exercise of any right or remedy upon any Violation by Declarant shall impair such right or remedy or be construed as a waiver of such right or remedy.

11. Cost Reimbursement: Declarant agrees to reimburse the NJEDA for any costs incurred by the NJEDA in enforcing the terms of this Deed Restriction against Declarant, and including, without limitation, the cost of any action taken to remedy an actual or threatened Violation and the reasonable costs of suit and attorney's fees.

12. Indemnification. Declarant agrees to defend, indemnify and hold harmless the NJEDA, its employees, members, and agents and the State of New Jersey from and against any and all claims, liabilities, losses, damages, injuries, costs, or expenses that may arise in connection with or on account of the Property or the Deed Restriction.

13. Insurance. The Declarant agrees that it shall keep the Property insured consistent with the insurance requirements of any lender. In the event that there is no lender, Declarant agrees to maintain replacement insurance coverage for Property. Upon the request of the NJEDA, Declarant agrees to provide NJEDA with a Certificate of Insurance evidencing the replacement coverage insurance NJEDA has procured in compliance with this paragraph.

14. Notices. Any notice, demand, request, consent, approval or communication under this Deed Restriction shall be sent by certified mail, return receipt requested or reliable overnight carrier, addressed as follows:

To Declarant:

Camden Redevelopment Agency
520 Market Street, Suite 1300
Camden, NJ 08101
Attention: Saundra Johnson, Executive Director

To the NJEDA:

NJEDA's address for the purpose of notice is:
36 W. State Street
P.O. Box 900
Trenton, NJ 08625-0990

A party may change the address or person to whom notices are required to be given by notice given in the manner above required.

15. Entire Agreement and Severability. This instrument and the attached Exhibit contain the entire agreement of the parties with respect to the Deed Restriction and supersede any prior agreements relating to the Deed Restriction. If any provision of this Deed Restriction is held unenforceable by a court of competent jurisdiction, the remainder of the Deed Restriction shall continue in full force and effect.

16. Amendments. This Deed Restriction may only be amended by a written instrument signed by Declarant and NJEDA, and/or their successors and assigns, provided that any amendment shall be null and void if it is not consistent with the public recreation or conservation purposes of this Deed Restriction and would cause the Deed Restriction to not qualify as a conservation and preservation deed restriction under the Remediation Act.

17. Effective Date: This Deed Restriction shall be effective upon completion of the remediation.

18. Release of Deed Restriction If Grant Funds Returned to NJEDA. In the event that CRA does not utilize the NJEDA grant funds that are the subject of this Deed Restriction and returns the full amount of the grant funds to the NJEDA, upon such return of said funds this Deed Restriction shall become null and void and of no further effect. If the grant funds are returned prior to the recording of this Deed Restriction, neither party shall record the Deed Restriction in the public land records. If the grant funds are returned after this Deed Restriction is recorded, the NJEDA shall execute and deliver to the CRA a document that discharges and cancels the Deed Restriction and CRA shall have the right to record such discharge document in the public land records. The NJEDA shall provide such discharge document within 30 days of its receipt of the grant funds.

19. Miscellaneous.

- a. The laws of the State of New Jersey shall govern the interpretation and performance of this Deed Restriction.
- b. The captions in this Deed Restriction have been inserted solely for convenience of reference and are not a part of this Deed Restriction and shall have no effect upon construction or interpretation.
- c. Execution of this Deed Restriction does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.

(Signatures follow on next page)

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date set forth above and directs that this instrument be recorded in the Office of the Camden County Clerk.

DECLARANT:

By:



Name: Sandra Ross Johnson

Title: Executive Director

ATTEST:



Name: Donna Arthur-Pettigrew

Title: Redevelopment Assistant

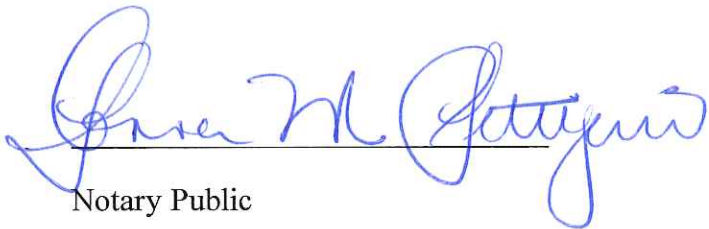
STATE OF NEW JERSEY

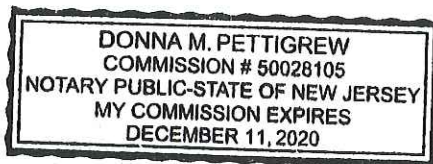
)
)ss.

COUNTY OF CAMDEN

On this 29th day of September, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Saundra Ross Johnson** known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed this instrument.

WITNESS my hand and official seal.


Notary Public



IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date set forth above and directs that this instrument be recorded in the Office of the Camden County Clerk.

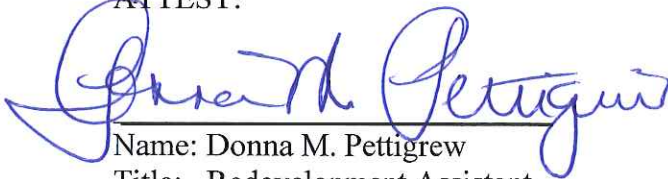
DECLARANT:

By: 

Name: Sandra Ross Johnson

Title: Executive Director

ATTEST:



Name: Donna M. Pettigrew

Title: Redevelopment Assistant

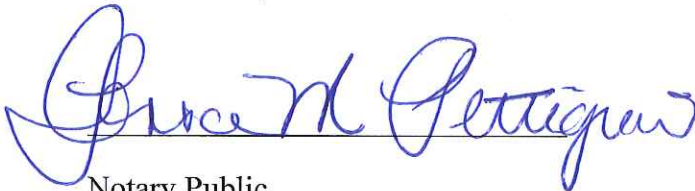
STATE OF NEW JERSEY)

)ss.

COUNTY OF CAMDEN

On this ^{3rd} day of February, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Sandra Ross Johnson** known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed this instrument.

WITNESS my hand and official seal.



Notary Public

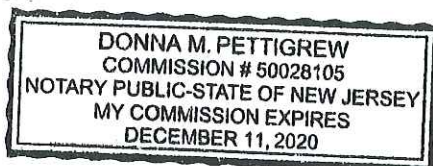


EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

Tract #1

Across

Portion of Centennial Avenue

ABC Barrel Company Site- Harris Memorial Park Project

Acknowledgement – Subordination Agreement



consulting engineer services
Engineers, Planners, and Land Surveyors

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Margaret Kuilk, PLS
Vice President

Steven M. Shriver
VP Business Development
Tony Lecane, Senior Associate
Marie Baaden, PE, Associate
Jay F. Sims, PE, PP, CME, Associate
Rosie Wolk, PE, CME, Associate

Michael R. Brown, PE, CME
Peter G. Burgess, PE, PLS, CME
Michael C. Dupras, MS
Alan J. Ippolito, PE, CME
William A. Ralston, PE, CME
John F. Witthohn, PE, CME
Paul A. Witthohn, PE

April 23, 2015

DESCRIPTION

TRACT #1
ACROSS
PORTION OF CENTENNIAL AVENUE

LANDS SITUATE
CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY

BEGINNING at a point in the Easterly right-of-way line of Front Street (60 Feet Wide), said point being located North 15 Degrees 55 Minutes 40 Seconds East, a distance of 6.50 Feet from the intersection of the said right-of-way line of Front Street with the Northerly line of Lot 35 of Block 62 as shown on a Plan of Major Subdivision hereinafter referenced, and extending; Thence

1. Along the said line of Front Street, North 15 Degrees 55 Minutes 40 Seconds East, a distance of 13.06 Feet to a point of non-tangential curvature in the same; Thence
2. Departing the Easterly line of Front Street and along a curve curving to the left, having a radius of 20.00 Feet, an arc length of 4.74 Feet, an interior angle of 13 Degrees 34 Minutes 35 Seconds and a chord bearing of South 67 Degrees 15 Minutes 53 Seconds East to a point of tangency within the right-of-way of Centennial Avenue; Thence
3. South 74 Degrees 03 Minutes 11 Seconds East, a distance of 88.30 feet to a point of curvature in the same; Thence
4. Along a curve curving to the left having a radius of 5.00 Feet, an arc length of 7.86 Feet, an interior angle of 90 Degrees 01 Minutes 09 Seconds, with a chord bearing of North 60 Degrees 56 Minutes 15 Seconds East and a chord length of 7.07 Feet to a point of tangency in the same; Thence
5. North 15 Degrees 55 Minutes 40 Seconds East, a distance of 109.84 Feet to a point of curvature in the same; Thence
6. Along a curve curving to the left, having a radius of 5.00 Feet, an arc length of 7.85 Feet, an interior angle of 90 Degrees 00 Minutes 40 Seconds with a chord bearing of North 29 Degrees 04 Minutes 40 Seconds West and a chord length of 7.07 Feet to a point in the same; Thence
7. North 74 Degrees 05 Minutes 00 Seconds West, a distance of 87.82 Feet to a point of curvature in the same; Thence
8. Along a curve curving to the left having a radius of 20.00 Feet, an arc length of 5.23 Feet, an interior angle of 14 Degrees 58 Minutes 34 Seconds with a chord bearing of North 81 Degrees 34

Minutes 17 Seconds West and a chord length of 5.21 Feet to a point in the aforementioned Easterly line of Front Street; Thence

9. Along the said line of Front Street, North 15 Degrees 55 Minutes 40 Seconds East, a distance of 13.30 Feet to a point of non-tangential curvature in the same; Thence
10. Departing the said line of Front Street and along a curve curving to the left, having a radius of 20.00 Feet, an arc length of 5.00 Feet, an interior angle of 14 Degrees 18 Minutes 54 Seconds with a chord bearing of South 66 Degrees 55 Minutes 33 Seconds East and a chord length of 4.98 Feet to a point of tangency in the same; Thence
11. South 74 Degrees 05 Minutes 00 Seconds East, a distance of 207.46 Feet to a point in the same; Thence
12. South 15 Degrees 55 Minutes 05 Seconds West, a distance of 109.50 Feet to a point of curvature in the same; Thence
13. Along a curve curving to the left having a radius of 5.00 Feet, an arc length of 3.88 Feet, an interior angle of 44 Degrees 25 Minutes 30 Seconds with a chord bearing of South 06 Degrees 17 Minutes 40 Seconds East with a chord length of 3.78 Feet to an angle point in the same; Thence
14. North 74 Degrees 05 Minutes 00 Seconds West, a distance of 12.42 Feet to a point in the same; Thence
15. South 15 Degrees 55 Minutes 05 Seconds West, a distance of 23.63 Feet to a point of non-tangential curvature in the same; Thence
16. Along a curve curving to the left having a radius of 23.00 Feet, an arc length of 0.79 Feet, an interior angle of 01 Degrees 58 Minutes 16 Seconds with a chord bearing of South 70 Degrees 03 Minutes 34 Seconds West and a chord length of 0.79 Feet to a point of reverse curvature in the same; Thence
17. Along a curve curving to the right having a radius of 34.00 Feet, an arc length of 21.86 Feet, an interior angle of 36 Degrees 50 Minutes 34 Seconds with a chord bearing of South 87 Degrees 29 Minutes 43 Seconds West and a chord length of 21.49 Feet to a point of tangency in the same; Thence
18. North 74 Degrees 03 Minutes 11 Seconds West a distance of 176.12 Feet to a point of curvature in the same; Thence
19. Along a curve curving to the left having a radius of 20.00 Feet, an arc length of 4.47 Feet, an interior angle of 12 Degrees 49 Minutes 05 Seconds with a chord bearing of North 80 Degrees 27 Minutes 43 Seconds West with a chord length of 4.47 Feet to a point and place of BEGINNING.

EXCEPTING thereout and therefrom the following portion of Centennial Avenue:

BEGINNING at a point being the following 2 courses from the terminus of the eleventh (11th) course mentioned in the above description:

- a) North 74 Degrees 05 Minutes 00 Seconds West, a distance of 69.41 Feet to a point in the 11th course described above; Thence
- b) Departing the 11th course above, South 15 Degrees 55 Minutes 00 Seconds West, a distance of 12.00 Feet to a point in Centennial Avenue; Thence
- 1) South 74 Degrees 05 Minutes 00 Seconds East a distance of 24.41 Feet to a point of curvature in the same; Thence
- 2) Along a curve curving to the right, having a radius of 20.00 Feet, an arc length of 31.42 Feet, an interior angle of 90 Degrees 00 Minutes 05 Seconds with a chord bearing of South 29 Degrees 04 Minutes 58 Seconds East and a chord length of 28.28 Feet to a point of tangency in the same; Thence
- 3) South 15 Degrees 55 Minutes 05 Seconds West a distance of 73.88 Feet to a point of curvature in the same; Thence
- 4) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.43 Feet, an interior angle of 90 Degrees 01 Minutes 44 Seconds with a chord bearing of South 60 Degrees 55 Minutes 57 Seconds West and a chord length of 28.29 Feet to a point of tangency in the same; Thence
- 5) North 74 Degrees 03 Minutes 11 Seconds West a distance of 24.43 feet to a point of curvature in the same; Thence
- 6) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.41 Feet, an interior angle of 89 Degrees 58 Minutes 51 Seconds with a chord bearing of North 29 Degrees 03 Minutes 45 Seconds West and a chord length of 28.28 Feet to a point of tangency in the same; Thence
- 7) North 15 Degrees 55 Minutes 40 Seconds East a distance of 73.86 Feet to a point of curvature in the same; Thence
- 8) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.41 Feet, an interior angle of 89 Degrees 59 Minutes 20 Seconds with a chord bearing of North 60 Degrees 55 Minutes 20 Seconds East and a chord length of 28.28 Feet to a point and place of BEGINNING.

CONTAINING an area of 11,449± SF (0.263± AC)

Hereinabove described portion of Centennial Avenue is graphically shown as TRACT #1 on an exhibit entitled "Exhibit of Portions of Centennial Avenue" prepared by Consulting Engineer Services dated 04/23/15.

Centennial Avenue is graphically shown on a filed map entitled "PLAN OF MAJOR SUBDIVISION - COOPER GRANT HOMES, CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY, prepared by Consulting Engineer Services dated 10/10/03 and last revised 08/24/06 and filed in the Camden County Clerk's office as Map #2007014961 on 02/07/07.

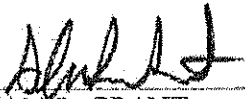
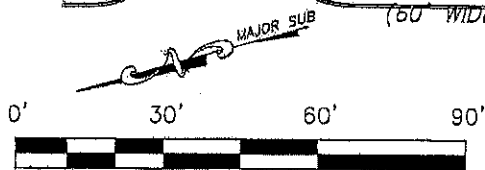
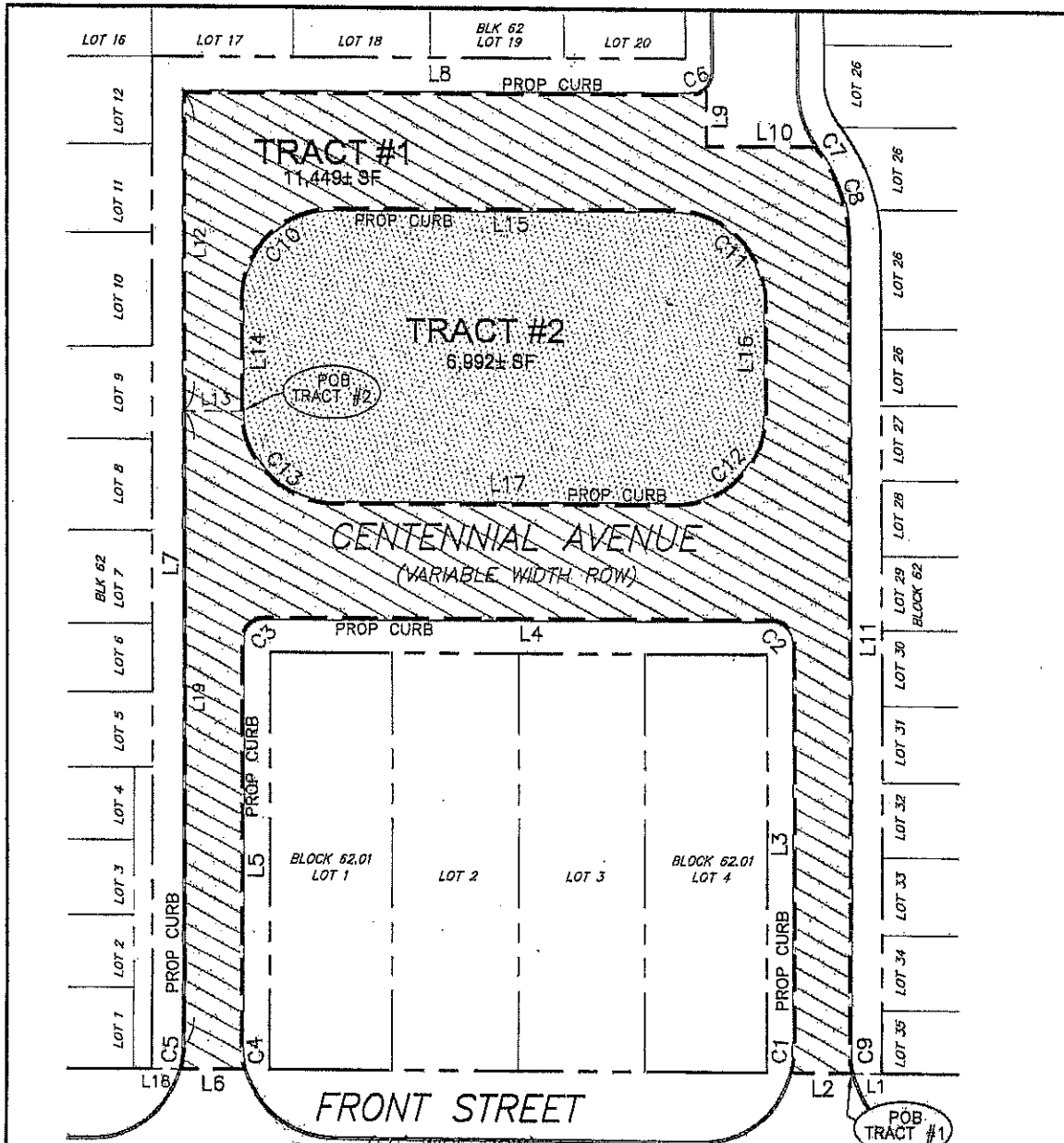

ADAM R. GRANT
Professional Land Surveyor
New Jersey License No. GS43357

EXHIBIT A:

**SURVEY “EXHIBIT OF PORTIONS OF CENTENNIAL AVENUE COOPER GRANT
HOMES” DATED 04-29-15**

Acknowledgement – Subordination Agreement



NOTES:

1. PROPERTY LINES SHOWN HEREON ARE TAKEN FROM A PLAN ENTITLED "PLAN OF MAJOR SUBDIVISION-COOPER GRANT HOMES" FILED WITH THE CAMDEN COUNTY CLERK AS MAP #2007014981 ON 02/07/07.
2. PORTIONS OF CENTENNIAL AVENUE SHOWN HEREON TAKEN FROM A SKETCH PROVIDED BY BROWN & CONNERY, LLP.

LINE	BEARING	DISTANCE
L1	N 13°55'40" E	6.50'
L2	N 18°55'40" E	13.08'
L3	S 74°03'11" E	88.30'
L4	N 18°55'40" E	109.84'
L5	N 74°05'00" W	87.82'
L6	N 13°55'40" E	13.30'
L7	S 74°05'00" E	207.46'
L8	S 18°55'05" W	109.50'
L9	N 74°05'00" W	12.42'
L10	S 18°55'05" W	23.63'
L11	N 74°03'11" W	176.12'
L12	N 74°05'00" W	89.41'
L13	S 18°55'00" W	12.00'
L14	S 74°05'00" E	24.41'
L15	S 13°55'05" W	73.88'
L16	N 74°03'11" W	24.43'
L17	N 13°55'40" E	73.88'
L18	S 18°55'40" W	6.38'
L19	S 74°05'00" E	138.05'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.00'	4.74'	13°34'35"	S 67°15'53" E	4.73'
C2	5.00'	7.86'	90°01'08"	N 80°56'15" E	7.07'
C3	5.00'	7.85'	90°00'40"	N 29°04'40" W	7.07'
C4	20.00'	5.23'	14°58'34"	N 81°34'17" W	5.21'
C5	20.00'	5.00'	14°18'54"	S 85°55'33" E	4.98'
C6	5.00'	3.88'	44°25'30"	S 06°17'40" E	3.78'
C7	23.00'	0.79'	01°58'16"	S 70°03'34" W	0.79'
C8	34.00'	21.85'	38°50'34"	S 87°29'43" W	21.49'
C9	20.00'	4.47'	12°48'05"	N 80°27'43" W	4.47'
C10	20.00'	31.42'	90°00'05"	S 29°04'58" E	28.28'
C11	20.00'	31.43'	90°01'44"	S 80°55'57" W	28.29'
C12	20.00'	31.41'	89°58'51"	N 29°03'45" W	28.28'
C13	20.00'	31.41'	89°59'20"	N 60°55'20" E	28.28'

**EXHIBIT OF PORTIONS OF CENTENNIAL AVENUE
COOPER GRANT HOMES
CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY**

Adam R. Grant 04/29/15
ADAM R. GRANT DATE

PROFESSIONAL LAND SURVEYOR, NEW JERSEY LIC. NO. GS43357



PREPARED BY
CONSULTING ENGINEER SERVICES
 PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS
 545 BERLIN-CROSS KEYS ROAD, SUITE 1, SICKLERVILLE, NJ 08081
 TELEPHONE (856) 228-2200 FAX (856) 232-2345 E-MAIL cee@ces-1.com
 N.J. CERTIFICATE OF AUTHORIZATION No. 24CA27857703

DRWN	DATE	ACTION	CHK'D
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THIS PLAN IS A REPRODUCTION OF THE ORIGINAL PLAN. UNLESS THIS PLAN HAS THE APPLICABLE SEAL OF THE LICENSED PROFESSIONAL RESPONSIBLE FOR THE PLAN, IT SHALL NOT BE CONSIDERED AN AUTHORIZED REPRODUCTION. ANY REUSE WITHOUT WRITTEN AUTHORIZATION OF ADAM R. GRANT FOR THE SPECIFIC PURPOSES INTENDED WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CES.

EXHIBIT B: LEGAL DESCRIPTION OF PROPERTY

Tract #2

Across

Portion of Centennial Avenue

ABC Barrel Company Site- Harris Memorial Park Project

Acknowledgement – Subordination Agreement



consulting engineer services
Engineers, Planners, and Land Surveyors

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Margaret Kulik, PLS
Vice President

Steven M. Shriver
VP Business Development
Tony Lecane, Senior Associate
Marie Baaden, PE, Associate
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Rosie Wolk, PE, CME, Associate

Michael R. Brown, PE, CME
Peter G. Burgess, PE, PLS, CME
Michael C. Dupras, MS
Alan J. Ippolito, PE, CME
William A. Ralston, PE, CME
John F. Witthohn, PE, CME
Paul A. Witthohn, PE

April 23, 2015

DESCRIPTION

TRACT #2
ACROSS
PORTION OF CENTENNIAL AVENUE

LANDS SITUATE
CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY

BEGINNING at a point being the following 4 courses from the intersection of the Southerly line of Lot 1 of Block 62 with the Easterly right-of-way line of Front Street (60 Feet Wide) as shown on a Plan of Major Subdivision hereinafter referenced:

- a) Along the Easterly line of Front Street, South 18 Degrees 55 Minutes 40 Seconds East, a distance of 6.38 Feet to a point of non-tangential curvature in the same; Thence
 - b) Departing the said line of Front Street and along a curve curving to the left, having a radius of 20.00 Feet, an arc length of 5.00 Feet, an interior angle of 14 Degrees 18 Minutes 54 Seconds with a chord bearing of South 66 Degrees 55 Minutes 33 Seconds East and a chord length of 4.98 Feet to a point of tangency within Centennial Avenue; Thence
 - c) South 74 Degrees 05 Minutes 00 Seconds East, a distance of 138.05 Feet to a point in the same; Thence
 - d) South 15 Degrees 55 Minutes 00 Seconds West, a distance of 12.00 Feet to a point in Centennial Avenue and extending; Thence
-
- 1) South 74 Degrees 05 Minutes 00 Seconds East a distance of 24.41 Feet to a point of curvature in the same; Thence
 - 2) Along a curve curving to the right, having a radius of 20.00 Feet, an arc length of 31.42 Feet, an interior angle of 90 Degrees 00 Minutes 05 Seconds with a chord bearing of South 29 Degrees 04 Minutes 58 Seconds East and a chord length of 28.28 Feet to a point of tangency in the same; Thence
 - 3) South 15 Degrees 55 Minutes 05 Seconds West a distance of 73.88 Feet to a point of curvature in the same; Thence
 - 4) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.43 Feet, an interior angle of 90 Degrees 01 Minutes 44 Seconds with a chord bearing of South 60 Degrees 55 Minutes 57 Seconds West and a chord length of 28.29 Feet to a point of tangency in the same; Thence

- 5) North 74 Degrees 03 Minutes 11 Seconds West a distance of 24.43 feet to a point of curvature in the same; Thence
- 6) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.41 Feet, an interior angle of 89 Degrees 58 Minutes 51 Seconds with a chord bearing of North 29 Degrees 03 Minutes 45 Seconds West and a chord length of 28.28 Feet to a point of tangency in the same; Thence
- 7) North 15 Degrees 55 Minutes 40 Seconds East a distance of 73.86 Feet to a point of curvature in the same; Thence
- 8) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.41 Feet, an interior angle of 89 Degrees 59 Minutes 20 Seconds with a chord bearing of North 60 Degrees 55 Minutes 20 Seconds East and a chord length of 28.28 Feet to a point and place of BEGINNING.

CONTAINING an area of 6,992± SF (0.160± AC)

Hereinabove described portion of Centennial Avenue is graphically shown as TRACT #2 on an exhibit entitled "Exhibit of Portions of Centennial Avenue" prepared by Consulting Engineer Services dated 04/23/15.

Centennial Avenue is graphically shown on a filed map entitled "PLAN OF MAJOR SUBDIVISION - COOPER GRANT HOMES, CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY, prepared by Consulting Engineer Services dated 10/10/03 and last revised 08/24/06 and filed in the Camden County Clerk's office as Map #2007014961 on 02/07/07.


ADAM R. GRANT
Professional Land Surveyor
New Jersey License No. GS43357

EXHIBIT B:
LEGAL DESCRIPTION OF PROPERTY

Tract #1 & Tract #2

Across

Portion of Centennial Avenue

Dated April 23, 2015

Acknowledgement – Subordination Agreement



consulting engineer services
Engineers, Planners, and Land Surveyors

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President

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John F. Witthohn, PE, CME
Paul A. Witthohn, PE

April 23, 2015

DESCRIPTION

TRACT #1
ACROSS
PORTION OF CENTENNIAL AVENUE

LANDS SITUATE
CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY

BEGINNING at a point in the Easterly right-of-way line of Front Street (60 Feet Wide), said point being located North 15 Degrees 55 Minutes 40 Seconds East, a distance of 6.50 Feet from the intersection of the said right-of-way line of Front Street with the Northerly line of Lot 35 of Block 62 as shown on a Plan of Major Subdivision hereinafter referenced, and extending; Thence

1. Along the said line of Front Street, North 15 Degrees 55 Minutes 40 Seconds East, a distance of 13.06 Feet to a point of non-tangential curvature in the same; Thence
2. Departing the Easterly line of Front Street and along a curve curving to the left, having a radius of 20.00 Feet, an arc length of 4.74 Feet, an interior angle of 13 Degrees 34 Minutes 35 Seconds and a chord bearing of South 67 Degrees 15 Minutes 53 Seconds East to a point of tangency within the right-of-way of Centennial Avenue; Thence
3. South 74 Degrees 03 Minutes 11 Seconds East, a distance of 88.30 feet to a point of curvature in the same; Thence
4. Along a curve curving to the left having a radius of 5.00 Feet, an arc length of 7.86 Feet, an interior angle of 90 Degrees 01 Minutes 09 Seconds, with a chord bearing of North 60 Degrees 56 Minutes 15 Seconds East and a chord length of 7.07 Feet to a point of tangency in the same; Thence
5. North 15 Degrees 55 Minutes 40 Seconds East, a distance of 109.84 Feet to a point of curvature in the same; Thence
6. Along a curve curving to the left, having a radius of 5.00 Feet, an arc length of 7.85 Feet, an interior angle of 90 Degrees 00 Minutes 40 Seconds with a chord bearing of North 29 Degrees 04 Minutes 40 Seconds West and a chord length of 7.07 Feet to a point in the same; Thence
7. North 74 Degrees 05 Minutes 00 Seconds West, a distance of 87.82 Feet to a point of curvature in the same; Thence
8. Along a curve curving to the left having a radius of 20.00 Feet, an arc length of 5.23 Feet, an interior angle of 14 Degrees 58 Minutes 34 Seconds with a chord bearing of North 81 Degrees 34

Minutes 17 Seconds West and a chord length of 5.21 Feet to a point in the aforementioned Easterly line of Front Street; Thence

9. Along the said line of Front Street, North 15 Degrees 55 Minutes 40 Seconds East, a distance of 13.30 Feet to a point of non-tangential curvature in the same; Thence
10. Departing the said line of Front Street and along a curve curving to the left, having a radius of 20.00 Feet, an arc length of 5.00 Feet, an interior angle of 14 Degrees 18 Minutes 54 Seconds with a chord bearing of South 66 Degrees 55 Minutes 33 Seconds East and a chord length of 4.98 Feet to a point of tangency in the same; Thence
11. South 74 Degrees 05 Minutes 00 Seconds East, a distance of 207.46 Feet to a point in the same; Thence
12. South 15 Degrees 55 Minutes 05 Seconds West, a distance of 109.50 Feet to a point of curvature in the same; Thence
13. Along a curve curving to the left having a radius of 5.00 Feet, an arc length of 3.88 Feet, an interior angle of 44 Degrees 25 Minutes 30 Seconds with a chord bearing of South 06 Degrees 17 Minutes 40 Seconds East with a chord length of 3.78 Feet to an angle point in the same; Thence
14. North 74 Degrees 05 Minutes 00 Seconds West, a distance of 12.42 Feet to a point in the same; Thence
15. South 15 Degrees 55 Minutes 05 Seconds West, a distance of 23.63 Feet to a point of non-tangential curvature in the same; Thence
16. Along a curve curving to the left having a radius of 23.00 Feet, an arc length of 0.79 Feet, an interior angle of 01 Degrees 58 Minutes 16 Seconds with a chord bearing of South 70 Degrees 03 Minutes 34 Seconds West and a chord length of 0.79 Feet to a point of reverse curvature in the same; Thence
17. Along a curve curving to the right having a radius of 34.00 Feet, an arc length of 21.86 Feet, an interior angle of 36 Degrees 50 Minutes 34 Seconds with a chord bearing of South 87 Degrees 29 Minutes 43 Seconds West and a chord length of 21.49 Feet to a point of tangency in the same; Thence
18. North 74 Degrees 03 Minutes 11 Seconds West a distance of 176.12 Feet to a point of curvature in the same; Thence
19. Along a curve curving to the left having a radius of 20.00 Feet, an arc length of 4.47 Feet, an interior angle of 12 Degrees 49 Minutes 05 Seconds with a chord bearing of North 80 Degrees 27 Minutes 43 Seconds West with a chord length of 4.47 Feet to a point and place of BEGINNING.

EXCEPTING thereout and therefrom the following portion of Centennial Avenue:

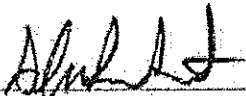
BEGINNING at a point being the following 2 courses from the terminus of the eleventh (11th) course mentioned in the above description:

- a) North 74 Degrees 05 Minutes 00 Seconds West, a distance of 69.41 Feet to a point in the 11th course described above; Thence
- b) Departing the 11th course above, South 15 Degrees 55 Minutes 00 Seconds West, a distance of 12.00 Feet to a point in Centennial Avenue; Thence
- 1) South 74 Degrees 05 Minutes 00 Seconds East a distance of 24.41 Feet to a point of curvature in the same; Thence
- 2) Along a curve curving to the right, having a radius of 20.00 Feet, an arc length of 31.42 Feet, an interior angle of 90 Degrees 00 Minutes 05 Seconds with a chord bearing of South 29 Degrees 04 Minutes 58 Seconds East and a chord length of 28.28 Feet to a point of tangency in the same; Thence
- 3) South 15 Degrees 55 Minutes 05 Seconds West a distance of 73.88 Feet to a point of curvature in the same; Thence
- 4) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.43 Feet, an interior angle of 90 Degrees 01 Minutes 44 Seconds with a chord bearing of South 60 Degrees 55 Minutes 57 Seconds West and a chord length of 28.29 Feet to a point of tangency in the same; Thence
- 5) North 74 Degrees 03 Minutes 11 Seconds West a distance of 24.43 feet to a point of curvature in the same; Thence
- 6) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.41 Feet, an interior angle of 89 Degrees 58 Minutes 51 Seconds with a chord bearing of North 29 Degrees 03 Minutes 45 Seconds West and a chord length of 28.28 Feet to a point of tangency in the same; Thence
- 7) North 15 Degrees 55 Minutes 40 Seconds East a distance of 73.86 Feet to a point of curvature in the same; Thence
- 8) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.41 Feet, an interior angle of 89 Degrees 59 Minutes 20 Seconds with a chord bearing of North 60 Degrees 55 Minutes 20 Seconds East and a chord length of 28.28 Feet to a point and place of BEGINNING.

CONTAINING an area of 11,449± SF (0.263± AC)

Hereinabove described portion of Centennial Avenue is graphically shown as TRACT #1 on an exhibit entitled "Exhibit of Portions of Centennial Avenue" prepared by Consulting Engineer Services dated 04/23/15.

Centennial Avenue is graphically shown on a filed map entitled "PLAN OF MAJOR SUBDIVISION – COOPER GRANT HOMES, CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY, prepared by Consulting Engineer Services dated 10/10/03 and last revised 08/24/06 and filed in the Camden County Clerk's office as Map #2007014961 on 02/07/07.



ADAM R. GRANT
Professional Land Surveyor
New Jersey License No. GS43357



consulting engineer services
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John F. Witthohn, PE, CME
Paul A. Witthohn, PE

April 23, 2015

DESCRIPTION

TRACT #2
ACROSS
PORTION OF CENTENNIAL AVENUE

LANDS SITUATE
CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY

BEGINNING at a point being the following 4 courses from the intersection of the Southerly line of Lot 1 of Block 62 with the Easterly right-of-way line of Front Street (60 Feet Wide) as shown on a Plan of Major Subdivision hereinafter referenced:

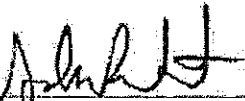
- a) Along the Easterly line of Front Street, South 15 Degrees 55 Minutes 40 Seconds East, a distance of 6.38 Feet to a point of non-tangential curvature in the same; Thence
 - b) Departing the said line of Front Street and along a curve curving to the left, having a radius of 20.00 Feet, an arc length of 5.00 Feet, an interior angle of 14 Degrees 18 Minutes 54 Seconds with a chord bearing of South 66 Degrees 55 Minutes 33 Seconds East and a chord length of 4.98 Feet to a point of tangency within Centennial Avenue; Thence
 - c) South 74 Degrees 05 Minutes 00 Seconds East, a distance of 138.05 Feet to a point in the same; Thence
 - d) South 15 Degrees 55 Minutes 00 Seconds West, a distance of 12.00 Feet to a point in Centennial Avenue and extending; Thence
- 1) South 74 Degrees 05 Minutes 00 Seconds East a distance of 24.41 Feet to a point of curvature in the same; Thence
 - 2) Along a curve curving to the right, having a radius of 20.00 Feet, an arc length of 31.42 Feet, an interior angle of 90 Degrees 00 Minutes 05 Seconds with a chord bearing of South 29 Degrees 04 Minutes 58 Seconds East and a chord length of 28.28 Feet to a point of tangency in the same; Thence
 - 3) South 15 Degrees 55 Minutes 05 Seconds West a distance of 73.88 Feet to a point of curvature in the same; Thence
 - 4) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.43 Feet, an interior angle of 90 Degrees 01 Minutes 44 Seconds with a chord bearing of South 60 Degrees 55 Minutes 57 Seconds West and a chord length of 28.29 Feet to a point of tangency in the same; Thence

- 5) North 74 Degrees 03 Minutes 11 Seconds West a distance of 24.43 feet to a point of curvature in the same; Thence
- 6) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.41 Feet, an interior angle of 89 Degrees 58 Minutes 51 Seconds with a chord bearing of North 29 Degrees 03 Minutes 45 Seconds West and a chord length of 28.28 Feet to a point of tangency in the same; Thence
- 7) North 15 Degrees 55 Minutes 40 Seconds East a distance of 73.86 Feet to a point of curvature in the same; Thence
- 8) Along a curve curving to the right having a radius of 20.00 Feet, an arc length of 31.41 Feet, an interior angle of 89 Degrees 59 Minutes 20 Seconds with a chord bearing of North 60 Degrees 55 Minutes 20 Seconds East and a chord length of 28.28 Feet to a point and place of BEGINNING.

CONTAINING an area of 6,992± SF (0.160± AC)

Hereinabove described portion of Centennial Avenue is graphically shown as TRACT #2 on an exhibit entitled "Exhibit of Portions of Centennial Avenue" prepared by Consulting Engineer Services dated 04/23/15.

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RECORD AND RETURN TO:
Camden Redevelopment Agency
520 Market Street, Suite 1300
Camden, NJ 08102

Attn: James Harveson
Director of Economic Development