

ORDINANCE NO. O-22-10
TOWNSHIP MEETING DATE – JUNE 14, 2022

AN ORDINANCE ADOPTING THE LONE PINE LANDFILL REDEVELOPMENT PLAN AND AMENDING CHAPTER 190, LAND USE, ARTICLE XI ZONES AND SCHEDULE OF REQUIREMENTS, AND ARTICLE XIII, ZONING REGULATIONS, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF FREEHOLD, COUNTY OF MONMOUTH, STATE OF NEW JERSEY

BE IT ORDAINED by the Township Committee of the Township of Freehold, County of Monmouth, and State of New Jersey as follows:

I.

PURPOSES: The purposes of this Ordinance are to adopt the Lone Pine Landfill Redevelopment Plan attached hereto and amend Chapter 190, Land Use, Article XI, Zones and Schedule of Requirements, and Article XIII Zoning Regulations to adopt the Plan including: rezoning the designated parcels from R-E Rural Environmental; applicable zoning requirements; design standards; administrative and procedural requirements; and redeveloper obligations..

Note: Additions are underlined and deletions are shown with ~~striketroughs~~.

II.

Article XI, Zones and Schedule of Requirements Regulations, §190-97 Zones, is hereby amended to add the “Lone Pine Landfill Redevelopment Area” to the list of zones where applicable:

§190-97 List of Zones

For the purpose of this chapter, the Township is divided into the following classes of zones:

Lone Pine Landfill Redevelopment Area

III.

Article XI, Zones and Schedule of Requirements Regulations, §190-98 Zoning Map, is hereby amended to rezone the following block and lot from R-E Rural Environmental to “Lone Pine Landfill Redevelopment Area” as follows:

§190-98 Zoning Map

Block	Lots	Address	Acres	Current Zone	Proposed Zone
91; 92	51 through 54; 25, 41	1091 Burke Rd.	+/-122.6	R-E	Lone Pine Landfill Redevelopment Area

IV.

Article XIII, Zoning Regulations, is hereby amended to add new subsection §190-160.2, Lone Pine Landfill Redevelopment Plan as follows:

§190-160.2 – Lone Pine Landfill Redevelopment Plan

The Lone Pine Landfill Redevelopment Plan is hereby established for the area as designated on the Township Zoning Map. A copy of The Lone Pine Landfill Redevelopment Plan is located on the Township website at: <https://twp.freehold.nj.us/planning-board-office> or a copy can be requested at the office of the Township Clerk or Planning Board.

V.

All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

VI.

If any section, paragraph, sentence, clause or phrase of this ordinance shall be held to be invalid, such decision shall not invalidate any remaining portion of this ordinance.

VII.

The ordinance shall take effect immediately upon passage, publication according to law, and filing with the Monmouth County Planning Board.

VIII.

Copies of this ordinance shall be filed with the Freehold Township Clerk, Tax Assessor, Planning Board, Municipal Attorney, Township Engineer, Township Planners, Zoning Officer, and Construction Official.

EXPLANATORY STATEMENT:

This Ordinance adopts the Lone Pine Landfill Redevelopment which is located toward the terminus of Burke Road and accessed from Elton Adelpia Road approximately 1.0 mile to the north. The redevelopment area is comprised of Block 91, Lots 51-54; and Block 92, lots 25 & 41. The Ordinance amends Chapter 190, Land Use, Article XI, Zones and Schedule of Requirements, and Article XIII Zoning Regulations to adopt the Redevelopment Plan including applicable zoning provisions to permit a solar energy facility on the site while allowing for the existing landfill and associated remediation activities to occur unimpeded. The Redevelopment Plan provides for zoning requirements, design standards, administrative and procedural requirements, and other redeveloper obligations.

Redevelopment Plan

Lone Pine Landfill Site

Burke Rd.

(Block 91, Lots 51-54; Block 92, Lots 25 & 41)

TOWNSHIP OF FREEHOLD

Monmouth County New Jersey



2015 Aerial Map – source NJDEP

Prepared: May 31, 2022

Redevelopment Plan

Lone Pine Landfill Site

Burke Rd.

(Block 91, Lots 51-54; Block 92, Lots 25 & 41)



2015 Aerial Map – source NJDEP

Prepared by:

A handwritten signature in black ink that reads "T. Andrew Thomas". The signature is written in a cursive style.

T. Andrew Thomas, P.P.

Thomas Planning Associates, L.L.C.

P.O. Box 363

Brielle, New Jersey 08730

Prepared: May 31, 2022

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Appendix 6 – Easement for Lone Pine Landfill Superfund Site
(dated January 15, 1998); and Consent for Access (dated April 25, 1990)

Redevelopment Plan

Lone Pine Landfill Site

Burke Rd.

(Block 91, Lots 51-54; Block 92, Lots 25 & 41)

Introduction and Purpose

On July 13, 2021, the Freehold Township Committee adopted Resolution R-21-163 (See Appendix 1) authorizing the Township Planning Board to undertake a preliminary investigation and public hearing to determine whether the Lone Pine Landfill property (Block 91, Lots 51-54; and Block 92, Lots 25 & 41) located at the terminus of Burke Road, accessed off Elton Adelpia Road, herein referred to as the “Study Area” meets the statutory criteria for designation as a “redevelopment area,” in accordance with the Local Redevelopment and Housing Law, (N.J.S.A. 40A:12A-1 et seq.). The Township Committee determined that the redevelopment area determination would authorize the Township to use all the powers provided by law for use in the redevelopment area, including the use of eminent domain to acquire property in the designated area, thus designating the property a “Condemnation Redevelopment Area.”

On August 5, 2021 in accordance with Resolution R-21-163 of the Township Committee, the Planning Board authorized an investigation of the site and a report by the Township Planning Board as to whether the Study Area meets the criteria for an Area in Need of Redevelopment pursuant to N.J.S.A. 40A:12A-5. (See Appendix 1). The Planning Board authorized its planning consultant, Thomas Planning Associates, to assist the Board in undertaking the required investigation and report.

The Planning Board reviewed a map of the Study Area and a report entitled “Area in Need of Redevelopment Report” describing conditions thereon from Thomas Planning Associates dated September 27, 2021 and held a public hearing on December 2, 2021.

Based upon the Planning Board’s observations and the conclusions in the report, the Planning Board found that reasons existed that the Study Area, is an Area in Need of Redevelopment within the definitions and requirements of N.J.S.A. 40A:12A-1 et. seq. and adopted a Resolution to that effect pursuant to the December 2, 2021 public hearing.

The Township Committee reviewed and agreed with the determination and recommendation of the Planning Board designating the Study Area as an Area in Need of Redevelopment under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et. seq. On January 25, 2022 the Township Committee adopted Resolution R-22-36 designating the Study Area as a Condemnation Redevelopment Area as defined by N.J.S.A. 40A:12A-6(a) and authorized the preparation of a Redevelopment Plan.

On February 28, 2022 the Township received a letter from the State of New Jersey Department of Community Affairs approving the determination that the property is an Area in Need of Redevelopment pursuant to N.J.S.A. 40A:12A-6 b. (5) (c).

Notice was forwarded to interested parties on March 8, 2022 pursuant to N.J.S.A. 40A:12A-6 which specifies:

- (i) The determination operates as a finding of public purpose and authorizes the municipality to exercise the power of eminent domain to acquire property in the redevelopment area, and*
- (ii) Legal action to challenge the determination must be commenced within 45 days of receipt of notice and that failure to do so shall preclude an owner from later raising such challenge*

This Redevelopment Plan sets forth the plan to redevelop the existing site including land uses, bulk and area requirements and design standards for redevelopment with the use of eminent domain.

Statutory Process and Authority

This Plan, and the provisions herein, have been prepared pursuant to Section 7 of the LRHL (N.J.S.A. 40A:12A-7), which provides that “No redevelopment project shall be undertaken or carried out except in accordance with a redevelopment plan adopted by ordinance of the municipal governing body, upon its finding that the specifically delineated project area is located in an area in need of redevelopment or in an area in need of rehabilitation, or in both, according to criteria set forth in section 5 or section 14 of P.L. [1992, c.79](#) (C.40A:12A-5 or 40A:12A-14), as appropriate.” Pursuant to the requirements of the LRHL, this Redevelopment Plan includes an outline for the planning, development, redevelopment, and rehabilitation of the redevelopment area sufficient to indicate:

1. Its relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements in the project area;
3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent safe and sanitary dwelling units, affordable to displaced residents will be available to them in the existing local housing market;
4. An identification of any property within the redevelopment area proposed to be acquired in accordance with Redevelopment Plan;
5. Any significant relationship of the Redevelopment Plans to:
 - The Master Plans of contiguous municipalities;
 - The Master Plan of the County in which the municipality is located, and;

- The State Development and Redevelopment Plans adopted pursuant to the "State Planning Act".
6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the Redevelopment Plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.
 7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the Redevelopment Plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.185 c.222 (C.52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the "Fair Housing Act," P.L.185 c.222 (C.52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on the progress in implementing the plan for the provision of comparable, affordable replacement housing required pursuant to this section.
 8. Proposed locations for zero emission vehicle fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

The LRHL provides that "a Redevelopment Plan may include the provision of affordable housing in accordance with the "Fair Housing Act," P.L. 1985 c.222 (C.52:27D-301 et al.), and the housing element of the municipal master plan." Finally, the Plan is required to describe its relationship to pertinent municipal development regulations and must note whether the provisions of the Redevelopment Plan supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district.

Redevelopment Plan Overview

This Redevelopment Plan recommends and provides for the redevelopment of the Lone Pine Landfill property and recommends that the property be permitted to include a solar energy facility in accordance with zoning standards identified within this plan. It also recommends that the Landfill continue its on-site remediation and maintenance activities unimpeded.

Location of Study Area

Appendices 2 and 3 show the boundaries of the Study Area as required by the Redevelopment Law. The Study Area is located in the southwestern portion of Freehold Township adjacent to New Jersey Turkey Swamp Wildlife Management Area (WMA) to the east. Per Township resolution R-21-163, the area of preliminary investigation consists of the Lone Pine Landfill site shown as Block 91, Lots 51-54; and Block 92, lots 25 & 41. The Study Area is located toward the terminus of Burke Road which is accessed from Elton Adelphia Road approximately 1.0 mile to the north. The Study Area is identified on the official Freehold Township Tax Map No. 45 and contains a total of +/-122.6 acres.

The landfill cap itself occupies approximately 58 acres of the site. The landfill cap contains a number of wells, piping, electrical, and junction boxes around the site which contain control and monitoring mechanisms for wells and other instrumentation. There are a total of 39 methane collection wells, 21 leachate wells, 13 recovery wells, 7 trench wells outside the fence line, approximately 20 to 30 monitoring wells that are scattered throughout the landfill cap, and approximately 50 additional monitoring wells on the site. There is an underground electrical line that runs around the edge of the landfill cap as well as underground piping and other lines located beneath the landfill cap. The site also contains retention ponds, a slurry wall, toe drains, and other structures that are part of the remedy approved by the United States Environmental Protection Agency (USEPA). Security fencing with signage surrounds the site to prevent unlawful trespassing onto the site.

The site contains a wastewater treatment plant building measuring approximately 4,100 s.f and is utilized for maintenance, storage and remediation activities. Located adjacent to the building is the wastewater treatment facility tank farm measuring approximately 6,500 s.f. There is also a building with controls and other equipment, a methane flare and control building, a trailer, and other items connected to the CERCLA remediation which is ongoing at the site and includes activity at the site at least 5 days per week.

The remaining portion of the Study Area, generally outside the landfill cap, contains wetlands areas that have been created, enhanced or restored.

The regional Study Area location map is shown in Appendix 4.

Block	Lot	Site Address	Acres (approx.)	Land Use	Owner (tax records)
91	51	1091 Burke Rd.	30.0	Former Landfill Site	Lone Pine Corp. 100 Broad Street c/o O'Mara Eatontown, N.J. 07724
91	52	1051 Burke Rd. (rear)	48.0	Former Landfill Site	Lone Pine Corp. 100 Broad Street c/o O'Mara Eatontown, N.J. 07724
91	53	1001 Burke Rd.	14.5	Former Landfill Site	Lone Pine Corp. 100 Broad Street c/o O'Mara Eatontown, N.J. 07724

91	54	1001 Burke Rd.	21.0	Former Landfill Site; Remediation Building	Lone Pine Corp. 100 Broad Street c/o O'Mara Eatontown, N.J. 07724
92	25	1018 Burke Rd.	6.1	Vacant/former borrow pits	Lone Pine Corp. 100 Broad Street c/o O'Mara Eatontown, N.J. 07724
92	41	1060 Burke Rd.	3.0	Vacant/former borrow pits	Lone Pine Corp. 100 Broad Street c/o O'Mara Eatontown, N.J. 07724
Total Acres (approximate)			122.6		

Site History / Existing Land Uses

The Lone Pine Landfill began operation in 1959 and was operated by the now-defunct Lone Pine Corporation until it was closed in 1979 by a New Jersey Department of Environmental Protection (NJDEP) Administrative Order. During that time, the landfill accepted a wide variety of wastes for disposal, including municipal, commercial and industrial wastes. In September 1983, the U.S Environmental Protection Agency (USEPA), pursuant to the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA), 42 U.S.C. Sec. 103, et seq. placed the site on the Superfund Program's National Priorities List and the site's long-term remedy is in place which includes a recorded access agreement and easement to allow for clean-up, maintenance operations. A group of Potentially Responsible Parties, pursuant to consent decrees with the USEPA and NJDEP and entered by the United States District Court for the District of New Jersey as *United States v. Acton Corp., et al.*, Docket No. 89-3652 and *United States, et al. v. Acton Corp., et al.*, Docket No. 91-2873 funds and manages the ongoing remediation and maintenance activities.

It should be noted that according to the Freehold Township Tax Collector, taxes for the study area are delinquent and have not been paid since the early 1980's. There is a municipal lien on the properties.

Pursuant to the United States Environmental Protection Agency (USEPA) Superfund Site "Cumulis" website which provides detailed information regarding Superfund sites throughout the U.S.:

The site has been addressed by two long-term remedial phases focused on landfill cleanup and groundwater cleanup.

Construction of the two remedies at the Lone Pine Landfill has been completed. The landfill is now in the operation and maintenance phase. The landfill is encapsulated, leachate generation is being prevented by the landfill cap, existing leachate is being extracted and treated, contaminated ground water no longer migrates into the Manasquan River, and the contaminated ground water is being treated. To date, five five-year reviews have been performed to determine if the

remedies are functioning as designed. The reviews have found the remedies are performing as designed and are protective of human health and the environment.

Operation and maintenance activities for the site's remedy are ongoing¹.

A tour of the site conducted on September 24, 2021 revealed there is on-going activity at the site including remediation activities, operation of the wastewater treatment facility, monitoring and compliance activities, maintenance, and other related activities.

A map of the Study Area showing the existing land uses of the site and surrounding area is shown on an Existing Land Use Map in Appendix 5.

Generally, the area surrounding the former landfill site is vacant and either owned by the Township, State of New Jersey or Lone Pine Corp. The area that is adjacent and north and west of the Study Area is owned by the Township of Freehold and is Green Acres property which is vacant/wooded. The property is bounded on the east side by Burke Road and the other side of the road is vacant/wooded property owned by Lone Pine Corp and also the State of New Jersey. Further east is the New Jersey Turkey Swamp Wildlife Management Area (WMA) and the Fin, Fur and Feather Club of New Jersey. To the south of the site are vacant properties owned by either the Township, State of New Jersey or Lone Pine Corp.

Photo #1 is typical of what would be seen on the ground around the outside of the property and shows a picture taken from Burke Road at the southwest corner of the site.

Photo #2 shows the remediation and maintenance building with the wastewater treatment plant to the adjacent west side of the building.

Photos #3 and #4 show several of the various monitoring wells at the top and side of the landfill cap.



Photo #1 – Southwest corner of site – security fencing

¹ Source: United States Environmental Protection Agency – Cumulis –Superfund Site Information website - <https://cumulis.epa.gov/>; The last five year review was issued by USEPA in 2019



Photo #2 – Remediation / Maintenance building; wastewater treatment plant



Photo #3 – Monitoring Wells – edge of landfill cap



Photo #4 – Methane Well – top of landfill cap

Redevelopment Objectives

This Redevelopment Plan provides standards to facilitate the redevelopment of the existing Landfill to allow for an alternative energy system. The objectives of the Redevelopment Plan are as follows:

- Protect existing facilities and uses including, but not limited to, all buildings, wells, equipment, piping, and other items related, directly or indirectly, to the ongoing CERCLA remediation at the property
- Conserve natural resources
- Promote renewable energy systems
- Preserve reasonable access to all parcels so that alternative forms of energy can be utilized to supplement conventional forms of energy

Redevelopment Plan

A. Relationship to Zoning and Land Development Regulations

In order to implement the Plan consistent with the objectives herein, the Study Area shall be redeveloped in accordance with the standards detailed in this Redevelopment Plan. This Plan shall serve as the zoning regulations of the Township including use, bulk, yard and design standards as they relate to the area governed by this Redevelopment Plan unless otherwise noted. Where categorically no standards are provided within this Plan, the standards found within the Township's Land Use Regulations shall apply. No benefits or incentives available as per the Local Redevelopment and Housing Law (LRHL) to a Redeveloper shall be available unless development occurs in accordance with the standards put forth in this Redevelopment Plan. Nothing in this Plan (whether objectives, standards, or any other statement herein) shall be interpreted to permit or allow any interference with or change in or to the ongoing CERCLA remediation activities at the site and nothing in this Plan or any work or activity pursuant to this Plan shall be construed in any way to permit any alteration, damage, interference with, or control with respect to the CERCLA remediation activities.

B. Terminology

Except as otherwise provided herein, words that appear in this Redevelopment Plan shall be interpreted in accordance with the "Definitions" section in the Freehold Township Land Use Regulations set forth in Chapter 190-3 of the Township Code.

"Redeveloper" shall mean the corporation, partnership or other entity designated by the Redevelopment Entity as Redeveloper pursuant to N.J.S.A. 40A:12A-1 et seq., and having entered into a Redevelopment Agreement with the Redevelopment Entity for the purpose of advancing this Redevelopment Plan.

"Redevelopment Agreement" shall mean a contract made by and between the designated Redeveloper and the Township, acting in its capacity as Redevelopment Entity for the

redevelopment area, which shall detail the specific rights, responsibilities and obligations of each party related to the development of the Redevelopment Area.

"Redevelopment Entity" shall mean the Township of Freehold, acting as the implementing agent for this Redevelopment Plan in accordance with and under the provisions of N.J.S.A. 40A:12A-1 et seq.

"Redevelopment Plan" shall mean the Lone Pine Landfill Redevelopment Plan herein. Upon adoption by the Township Committee, this Redevelopment Plan shall satisfy all statutory requirements of the Local Redevelopment and Housing Law and shall constitute a Redevelopment Plan under N.J.S.A. 40A:12A-3, -7 & -15.

"Redevelopment Statute" shall mean the New Jersey Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.).

"Solar Collector" shall mean a device, structure or part of a device or structure in which a substantial purpose is used to transform solar energy into thermal, mechanical, chemical or electrical energy.

"Solar Energy" shall mean direct radiant energy received from the sun.

"Solar Energy Facility – Principal Use" shall mean an area of land or other area (e.g. parking lot canopy, landfill, brownfield, etc.) used for a solar collection system principally used to capture solar energy, convert it to electrical energy or thermal power, store it on-site, and supply electrical or thermal power primarily for off-site use. Principal solar energy systems consist of one (1) or more free-standing ground mounted, solar related equipment and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines, battery/energy storage, and other appurtenant structures.

"Solar Panel" shall mean a structure containing one or more receptive cells or collector devices, the purpose of which is to use solar radiation to create usable energy.

C. Permitted Principal Uses

- (1) Solar Energy Facility
- (2) Existing landfill as of the passage of this ordinance section

D. Permitted Accessory Uses

- (1) Monitoring wells and/or vent pipes associated with existing landfill remediation and associated CERCLA remediation activities.

- (2) Water treatment plant facility, structures or equipment for groundwater remediation pursuant to N.J.S.A 40:55D-66.8.
- (3) Solar battery/energy storage or any other uses which are subordinate and customarily incidental to a permitted use.
- (4) Fences
- (5) Parking
- (6) Electric vehicle charging station
- (7) Garbage storage / recycling solely related to the CERCLA remediation activities or the solar facility
- (8) Signage

E. Prohibited Uses

Any use not provided for in this Redevelopment Plan is prohibited.

F. Solar Energy Facility

- (1) **Application requirements.**
 - a. Permit. A zoning permit and construction permit shall be required for the installation of a solar energy facility.
 - b. A major site plan application, including all elements noted within the Major Site Plan Application Checklist B shall be required for a solar energy facility. Requested waivers will be reviewed at completeness. The major site plan application shall include the following additional items:
 - [1] The location of key components of the CERCLA remediation activities.
 - [2] Engineering study of the landfill cap including but not limited to the integrity of the cap and load bearing capacity to support the Solar Energy Facility.
 - [3] The location of all of the components of the renewable energy system, including the Solar Collector, substations, inverters and transformers.
 - [4] The location of proposed and existing overhead and underground utility and transmission lines.
 - [5] Proposed (or comparable) energy system capacity specifications, including manufacturer and model.

- [6] General plan of proposed layout of interconnection facilities.
- [7] If applicable, a description of any necessary upgrades or modifications to existing substations or the necessity for a new substation; for projects over 2 MW, the location and elevations of all transmission lines, support structures and attachments to a substation(s); proof of initiation and current state (i.e., feasibility study, system impact study, interconnection facilities study, or executed interconnection service agreement and construction service agreement) of the PJM² generation interconnection planning review process shall be provided for any projects over 2 MW, along with copies of the executed interconnection service agreement and construction service agreement, if available. Copies of all submissions concerning the above if they are required for the proposed Solar Energy Facility, or a statement of non-applicability.
- [8] The location and condition of existing hedgerows and tree lines. Removal of trees shall be identified and in accordance with Chapter 336 – Trees of the Township Code.
- [9] A copy of the application to the local electric utility for interconnection.
- [10] A grading and drainage plan under the seal of a licensed professional engineer, which shall provide the details necessary to adequately demonstrate to the reviewing agency engineer that stormwater management is in compliance with Township ordinance standards. Notwithstanding that the surface of a solar panel shall not be considered to be impervious for the purpose of calculating stormwater runoff, the reviewing Board Engineer, as applicable, shall require the submission of stormwater calculations and/or improvements to determine if the installation of the ground-mounted system and associated site improvements will create a potential impact to the on-site or off-site drainage or increase stormwater runoff from the predevelopment condition. Prior to issuance of a certificate of occupancy and/or placing the facility online, an as-built grading and drainage plan, prepared by a licensed professional surveyor, shall be submitted to the Township Engineer for review and approval. The plan shall show that the as-built conditions are substantially the same as those shown on the approved grading and drainage plan.
- [11] A maintenance plan and land surface management plan shall be submitted that sets forth provisions for all solar panels and associated equipment, required plantings, area not devoted to solar production, including a schedule of specific maintenance activities to be conducted on site and outside of the solar facility, and shall be maintained to a level that will discourage successional growth or the establishment

² *PJM Interconnection is a regional transmission organization (RTO) that coordinates the flow of electricity from generators to local utilities across a web of high-voltage transmission lines in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia. Local utilities distribute this power directly to consumers. PJM was an abbreviation for the Pennsylvania, New Jersey and Maryland but now includes the wider area.*

of invasive species. The Plan shall be consistent with the approved land surface management plan for the overall landfill site.

[12] A construction staging and sequencing plan shall be provided which details all pertinent information related to construction activities, including, but not limited to:

- [a] Days and hours of construction activities.
- [b] Location of parking and loading areas.
- [c] Location of truck washing areas, if applicable.
- [d] Location of construction trailers and associated facilities.
- [e] Location of stockpile areas in accordance with the CERCLA standards.
- [f] Location of materials and equipment staging areas.
- [g] Designated truck routes to and from the site.
- [h] Temporary lighting.
- [i] Site security.

[13] The Redeveloper shall provide initial and periodic familiarization to local first responders on safe entry, shut-down and operations within the solar array site.

(2) Yard and Building Requirements. The following yard and building requirements shall apply for a solar energy facility:

- a. The location of ballasted ground mounted arrays and freestanding collectors shall be setback a distance of 100 feet from the property line of the perimeter of the Redevelopment Area.
- b. Ground mounted arrays shall not exceed twenty (20) feet in height when oriented at maximum tilt.
- c. Setback from any building, equipment, leachate collection well, recovery well, methane well, monitoring well, vent or similar use for the operation or cleanup of the landfill or treatment plant shall be a minimum of twenty (20) feet. Setback shall be twelve (12) feet from methane wells or as required so as not to interfere with the ongoing CERCLA remediation activities.

(3) Other Design Standards.

- a. If glare is anticipated as a potential impact to adjoining residential properties and streets, and an adequate visual buffer does not exist, the affected portion of the solar energy facility shall be screened to the extent possible.
- b. Access to any building, equipment, leachate collection well, recovery well, monitoring well, vent, piping, electrical line, or similar item or use for the operation

- or cleanup of the landfill or ongoing CERCLA remediation activities plan shall not be impeded.
- c. Solar energy facilities shall utilize ballasted racking technology on the cap to avoid landfill cap penetration.
 - d. There shall be no excavation or penetration of the landfill cap to place solar equipment.
 - e. Security Fencing – The site of the Solar Energy System shall be enclosed by security fencing not less than six (6) feet in height subject to requirements of §190-165 – Fence regulations. However, no fencing may penetrate or pierce the landfill cap.
 - f. Signage. There shall be no signs that are visible from any public road posted on a solar energy system or any associated building, except for the manufacturer's or installer's identification, appropriate warning signs, or owner identification. Solar energy systems shall not be used for displaying any advertising except for small and reasonable identification of the manufacturer or operator of the system.
 - g. The existing on-site parking lot shall be maintained, but shall be reserved for the sole use of the ongoing CERCLA remediation activities and maintenance and operation of the solar facility.
 - h. No public parking is permitted, however, electric vehicle charging stations shall be provided if applicable pursuant to the Redevelopment Law (N.J.S.A. 40A:12A-7(8)).
 - i. Easement and design restrictions shall be in accordance with Environmental Protection Easement and Declaration of Restrictive Covenants dated January 13, 1998 and the recorded Consent for Access dated April 25, 1990 as provided collectively in Appendix 6 of this Redevelopment Plan.
 - j. All solar energy system collector installations must be performed by a qualified solar installer, and prior to operation the electrical connections must be inspected by the Construction Office's respected sub-code official/inspector or other appropriate electrical inspection agency as determined by the Township. In addition, any interconnection to the public utility grid must be inspected by the appropriate public utility agency.
 - k. When solar storage batteries are included as part of the solar energy collector system, they must be placed in a secure container or enclosure meeting the requirements of the New Jersey State Building Code when in use and when no longer used shall be disposed of in accordance with the laws and regulations of the State of New Jersey and other applicable laws and regulations.
 - l. Clearing of natural vegetation for the installation of a solar energy facility shall be limited to that which is necessary for the construction, operation and maintenance of

the system and as otherwise prescribed by applicable laws, regulations and ordinances and shall not in any way interfere with, compromise, alter, or damage the landfill cap and ongoing CERCLA remediation activities.

m. Decommissioning Plan

- [1] Any solar energy system that has generated no electricity for a period of twelve (12) months shall be deemed to be abandoned and shall be decommissioned within six (6) months. A Decommissioning Plan shall be submitted to the Planning Board as part of the site plan application process. The Decommissioning Plan shall include, but not limited to the following: (1) a time schedule and methods for the removal of the entire solar panel array and all associated facilities and equipment connected there to from the premises; (2) cleaning and restoration of the property to its pre-installed condition, including grading and vegetative re-stabilization to eliminate any negative impacts to surrounding properties; and (3) posting of a performance bond prior to the start of the decommissioning work at the time of issuance of a demolition permit, in an amount to be determined by the Township Engineer, to insure the completion of this work in accordance with this and other relevant ordinances and codes. The Decommissioning Plan shall be consistent with any ongoing CERCLA remediation activities and shall not in any way interfere with, compromise, alter, or damage the landfill cap and any ongoing CERCLA remediation activities.
- [2] If said decommissioning has not been completed within the requisite six (6) month period, then the Township Zoning Officer shall provide written notice by certified mail to the solar energy facility owner and operator requiring that decommissioning be completed within thirty (30) calendar days of receipt of said notice.
- [3] If the decommissioning has not been completed within thirty (30) calendar days of the receipt of said notice, the Township may either undertake the decommissioning and charge the facility owner and operator for all costs and expenses thereof, including reasonable attorney's fees, or take appropriate legal action to compel the decommissioning.

Planning Relationship With Other Plans

As required by the Redevelopment and Housing Law, this section describes the significant relationship between the Redevelopment Plan and the Monmouth County Master Plan, adjacent municipal Master Plans, and the New Jersey Development and Redevelopment Plan; and the consistency between the Redevelopment Plan and the Freehold Township Master Plan.

A. Freehold Township Master Plan

This Redevelopment Plan is consistent with the Freehold Township Master Plan as last amended July 15, 2021. It is particularly consistent with several objectives that are stated in the Township Master Plan Objectives, Principles, Assumptions, Policies and Standards (Chapter 6) including:

Objectives:

- To encourage municipal actions which will guide the long-range appropriate use and development of lands within Freehold Township in a manner which will promote the public health, safety, morals and general welfare of present and future residents.
- To promote the conservation of open space and valuable natural resources and prevent degradation of the environment through improper uses of land.
- To encourage energy efficient site designs and provisions for renewable energy resources including solar, wind and recycled heat.

Policies:

- To consider and evaluate innovative development proposals which would enhance and protect environmental features, minimize energy usage and encourage development densities consistent with existing patterns of development.

B. Monmouth County Master Plan

This Redevelopment Plan is consistent with the goals, principles, and objectives (GPOs) of the 2016 Monmouth County Master Plan (adopted October 17, 2016) particularly with respect to Master Plan Goal #3 which states: “*Promote beneficial development and redevelopment that continues to support Monmouth County as a highly desirable place to live, work, play, and stay.*” The following principles and objectives from Master Plan Goal #3 are applicable to this Redevelopment Plan:

Principle 3.1 - Vibrant and Sustainable Communities: Encourage the creation of vibrant communities through a variety of housing choices, energy and transportations options, recreational and cultural offerings, health and safety initiatives, and business opportunities that result in a more sustainable and higher quality-of-life for all residents.

3.1 objectives:

- K. Encourage the use of green technology and design to reduce the impact of property improvements on natural systems.

- L. Promote the redevelopment or reuse of environmentally degraded places such as brownfields and grayfield sites into safe, new uses and public amenities that promote healthy community design.

Principle 3.7 - Investment in Priority Growth Areas and Growth Impacted Locations: Aligning state, county, and local investment strategies that improve efficiency, minimizes incompatible land use conflicts, and reduces costs associated with repairing, replacing, and expanding systemic infrastructure.

- A. Encourage public infrastructure investments in county recognized priority growth areas and locations that support economic development and redevelopment; particularly locations in existing and planned service areas.
- B. Coordinate infrastructure and utility upgrades with economic development and redevelopment activities.
- C. Encourage the repair and replacement of aging infrastructure systems that eliminate deficiencies, enhance conservation and recreational opportunities, improve public safety, and increase efficiency and capacity as needed.

The Lone Pine Landfill is located within a Priority Growth-Reinvestment Area/Site Overlay (PG-RAS), and Priority Growth-Water Supply Watershed Area Overlay (PG-WSWA) per Figure 2.14 of the Monmouth County Master Plan.

The Utilities 7.0 Element of the County Master Plan – “supports the use of alternative, renewable energy resources such as geothermal, solar, hydro, tidal, and wind power” as a general stakeholder strategy.

C. New Jersey State Development and Redevelopment Plan

The New Jersey State Development and Redevelopment Plan was adopted March 1, 2001. The entire Study Area is contained within the Environmentally Sensitive Planning Area (PA5).

The Environmentally Sensitive Planning Area (Planning Area 5) contains large contiguous land areas with valuable ecosystems, geological features and wildlife habitats. In the Environmentally Sensitive Planning Area, the intent of the State Plan is to:

- protect environmental resources through the protection of large contiguous areas of land;
- accommodate growth in Centers;
- protect the character of existing stable communities;
- confine programmed sewers and public water services to Centers; and
- revitalize cities and towns.

D. New Jersey Municipal Land Use Law

The New Jersey Municipal Land Use Law includes solar as an “Inherently Beneficial Use” per 40:55D-4: “Inherently Beneficial Use – means a use which is universally considered of value to the community because it fundamentally serves the public good and promotes the general welfare. Such a use includes, but is not limited to, a hospital, school, child care center, group home, or a wind, solar or photovoltaic energy facility or structure.”

The New Jersey Municipal Land Use Law also includes solar on the site of any landfill as a permitted use per 40:55D-66.16: “Solar, photovoltaic energy facility, structure, certain, permitted use within every municipality – a. notwithstanding any law, ordinance, rule or regulation to the contrary, a solar or photovoltaic energy facility or structure constructed and operated on the site of any landfill or closed resource extraction operation, shall be a permitted use within every municipality.”

E. Master Plans of Adjacent Municipalities

Due to its remote location, there is no significant relationship of this Redevelopment Plan to the Master Plans of other adjacent municipalities.

Electric Vehicle Charging Infrastructure

The New Jersey Redevelopment and Housing Law (N.J.A.C. 40A:12A-7) was amended by P.L. 2021, C.168, approved July 9, 2021 by the New Jersey Legislature requiring that redevelopment plans indicate the:

40A:12A-7(8) “proposed locations for zero-emission vehicle fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.”

Additional requirements for the installation of electric vehicle supply equipment or Make-Ready parking spaces are provided pursuant to P.L. 2021, c171 adopted July 9, 2021 which include amendments to N.J.A.C. 40:55D-66.18 through 40:55D-66.21.

If applicable, electric vehicle supply equipment or Make-Ready parking spaces parking facilities must comply with N.J.A.C. 40:55D-66.18 through 40:55D-66.21.

Administrative and Procedural Requirements

A. Acquisition and Relocation

The Redevelopment Area governed by this Redevelopment Plan is an Area in Need of Redevelopment and confers condemnation power to the Township of Freehold. The general policy with respect to property acquisition shall require the Township, if necessary, to facilitate the completion of the Redevelopment Plan within a reasonable period of time. If it appears

necessary or prudent for the Township to acquire title interest in any property, then it may proceed to do so either by negotiation or by eminent domain proceedings in accordance with applicable statute. Therefore, all of the lands within the Lone Pine Redevelopment Area not owned by the Township of Freehold are subject to acquisition for redevelopment. This Redevelopment Plan authorizes the Township to exercise its condemnation powers on all properties in the Redevelopment Area, including the acquisition of property.

The Redevelopment Area does not currently contain any residential uses. Therefore, provisions related to acquisition and relocation assistance are not required. In the event that it is determined that relocation assistance is necessary, the Township will provide the appropriate relocation assistance pursuant to applicable State and Federal law as necessary.

B. Easement and Restrictions on Use of The Property

An environmental protection easement on the property includes a declaration of restrictive covenants which will affect any future redevelopment of the property. In summary, the declaration protects the operable unit remedies of the site and prohibits interference with, or excavation of, the groundwater cut-off (slurry) wall and surface seal cap of the landfill; the installation, interference with the operation of the groundwater extraction or collection wells; removal, excavation, disturbance dredging, dumping, filling of any materials within the slurry wall or beneath the cap. The Easement for Lone Pine Landfill Superfund Site – dated January 15, 1998 including specific restrictions that will remain in full effect and a related and recorded Consent for Access dated April 25, 1990 are found collectively in Appendix 6 – Easement.

C. Inventory and Replacement of Affordable Housing

The Redevelopment Area governed by this Redevelopment Plan contains no housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304). No affordable units will be removed as a result of implementation of this Redevelopment Plan.

D. Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the Township Committee may amend, revise, or modify the Redevelopment Plan in general or for specific properties within the Redevelopment Area as circumstances may make such changes appropriate. The review and approval of any proposed amendments shall be undertaken in accordance with the procedures set forth in the LRHL. Any proposed changes in permitted uses, the land use plan, building height, or other core design concepts of this Plan shall require notice and public hearings in a manner similar to the adoption of the original Plan.

E. Redevelopment Entity

The Township of Freehold shall serve as the Redevelopment entity.

F. Selection of a Designated Redeveloper

Potential redevelopers will be required to submit to the Redevelopment Entity for review and approval prior to the designation of a redeveloper at a minimum:

- (1) Financial responsibility and capability
- (2) Estimated development cost
- (3) Estimated time schedule for outside agency review/approval, construction and decommissioning of proposed solar facilities and equipment
- (4) Conceptual site plans including visual plans and elevations at a minimum
- (5) Fiscal impact analysis

G. Appointment of a Designated Redeveloper

Upon the selection of one or more Redevelopers to become a designated “Redeveloper” (each, a “Redeveloper”), the Redevelopment Entity shall then proceed to negotiate a formal Redevelopment Agreement with the Redeveloper (each, a “Redevelopment Agreement”). Designation of a Redeveloper(s) by the Redevelopment Entity shall be subject to the execution of an appropriate Redevelopment Agreement. The estimates referred to in the previous section shall be finalized by the designated Redeveloper(s) at the time of execution of such Redevelopment Agreement.

Prior to the commencement of construction of any improvements on Redevelopment Area land, final plans and specifications must be submitted to the Township and then to the Planning Board for site plan approval as required pursuant to the Municipal Land Use Law (NJSA 40:55D-1 et seq.) by the Redeveloper(s) for review and approval.

H. Phasing

The project may be developed in phases. The phasing plan shall include phased start and completion dates among the various land use components, as well as internal phasing schedules within sections.

I. Infrastructure

In addition to the new development resulting from the implementation of the Redevelopment Plan, several other actions may be taken to further the goals of this Plan. These actions may include, but are not limited to: (1) provisions for new or upgraded infrastructure necessary to service new development in accordance with the “Solar Energy Facility-Principal Use” definition; (2) environmental remediation; (3) vacation of public utility easements and other easements and rights-of-way which are not needed to effectuate redevelopment or for the continued CERCLA remediation activities at the property.

J. Adverse Influences

No use shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odor, dust or waste, undue noise or vibration, pollution, or other objectionable features so as to be detrimental to the public health, safety or general welfare, nor shall any use be permitted which in any way is detrimental to, interferes with, compromises, damages the CERCLA remediation activities at the property.

K. Duration of the Plan

The Redevelopment Plan, as it may be amended from time to time, shall be in full force and effect upon its adoption by ordinance by the Township Committee and shall be in effect until the redevelopment of the Redevelopment Area is completed as evidenced by the issuance by the Township of a Construction Approval (CA) in accordance with the Redevelopment Plan and the LRHL.

Redeveloper Obligations

Redevelopment under the terms of this Redevelopment Plan shall only be undertaken pursuant to a Redevelopment Agreement entered into between the Township and the designated Redeveloper. The following restrictions and controls on redevelopment shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force:

- (1) The Redeveloper will be obligated to carry out the specified improvements in accordance with this Redevelopment Plan.
- (2) The Redeveloper, its successors or assignees shall develop the Redevelopment Area in accordance with the uses and building requirements specified in this Redevelopment Plan.
- (3) Until the required improvements are completed and a Construction Approval (CA) is issued, the Redeveloper covenants provided for in N.J.S.A. 40A:12A-9 and imposed in any Redevelopment Agreement, lease, deed or other instruments shall remain in full force and effect.
- (4) The Redevelopment Agreement(s) shall contain provisions to assure the timely construction of the redevelopment project, the qualifications, financial capability and financial guarantees of the Redeveloper(s) and any other provisions necessary to assure the successful completion of the project.
- (5) The Redeveloper shall not interfere with CERCLA remediation activities and shall be responsible for any damage to remediation activities caused by the redeveloper or its subcontractors.

Planning Board Review Process

Pursuant to N.J.S.A. 40A:12A-13, all development applications for the development of sites governed by this Redevelopment Plan shall be submitted to the Planning Board for review and approval. The following provisions shall govern review of any proposed redevelopment projects for the Redevelopment Area:

- (1) No building or zoning permit shall be issued by the Construction Official or Zoning Official for any work resulting in a change of intensity of development or change of use for any properties or buildings within the area of the Redevelopment Plan without prior review and approval of the work by the Township Committee and the Planning Board.
- (2) Regular maintenance and minor repair including work related to existing CERCLA remediation activities shall not require Planning Board review and approval
- (3) Where any change of tenancy or site alteration is proposed which would not require subdivision or site plan approval as per the Township's Planning and Development Regulations, or would not result in a change in the intensity of the development, review of the proposed change by the Planning Board shall not be required and a Building Permit or Zoning Permit may be issued by the Construction or Zoning Official.
- (4) The Planning Board shall conduct site plan review pursuant to N.J.S.A. 40:55D-1 et seq. and the Freehold Township Land Use Ordinance.
- (5) As part of site plan approval, the Planning Board may require the redeveloper to furnish performance guarantees pursuant to N.J.S.A. 40:55D-53 and as required in the Freehold Township Land Use Ordinance. The performance guarantees shall be in favor of the Township of Freehold, and the Township Engineer shall determine the amount of any performance guarantees.
- (6) Once a property has been redeveloped in accordance with this Redevelopment Plan, it may not be converted to any use not expressly permitted in this Redevelopment Plan. No non-conforming use, building, or structure may be expanded or made more non-conforming in nature after adoption of this Redevelopment Plan. A use or structure not conforming to the requirements of this Redevelopment Plan may not be reconstructed in the event of its destruction. The Zoning Officer shall determine the issue of whether the non-conforming use or building structure has been "destroyed."
- (7) The Planning Board may grant "C" variances, exceptions or waivers from design standards from the requirements for site plan approval. Any exceptions or waivers granted shall be reasonable within the general purposes and intent of the provisions for site plan review and approval within this Redevelopment Plan. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of this Redevelopment Plan or the Township Master Plan.

- (8) No deviations may be granted which will result in permitting a use that is not a permitted use within this Redevelopment Plan. Any deviation from standards of this Redevelopment Plan that results in a “D” variance, pursuant to N.J.S.A. 40:55D-70d, may only be addressed as an amendment to the Redevelopment Plan by the Township Committee rather than via variance relief through the Planning Board. All development must be approved by the Planning Board and shall be submitted through the normal site plan procedures as identified by N.J.S.A. 40:55D-1, et seq.
- (9) The regulations and controls of this Redevelopment Plan shall be implemented, where applicable, by appropriate covenants, or other provisions and through agreements between the Redeveloper and the Township pursuant to N.J.S.A. 40A:12A-8 and 40A:12A-9.
- (10) The extent of the Redeveloper’s responsibility for any installation or upgrade of infrastructure related to the development of the Redevelopment Area, or contribution thereto, shall, whether on-site or off-site, be subject to the Redevelopment Agreement with the Township of Freehold, as the municipal Redevelopment Entity.
- (11) Any and all definitions contained within this Redevelopment Plan shall prevail. In the absence of a definition, the definition found within the Township Land Use Ordinance shall prevail. Any and all definitions inconsistent with N.J.S.A. 40A:12A-3 shall be considered invalid.
- (12) A redeveloper shall be required to pay all applicable escrow and major site plan application fees and other required fees in accordance with applicable provisions of the Township Ordinance and State law.

The above provisions are all subject to approval by ordinance and/or resolution according to law. If a court of competent jurisdiction finds any word, phrase, clause, section, or provision of this Redevelopment Plan to be invalid, illegal, or unconstitutional, the word, phrase, clause, section, or provision shall be deemed severable, and the remainder of the Redevelopment Plan and implementing ordinances shall remain in full force and effect.

Amendment to Zoning Map and Land Use Ordinance

The Township Zoning Map is hereby amended to reference this Redevelopment Plan as a Zoning District encompassing the Redevelopment Area in its entirety. Additionally, the listing of zoning districts in the Freehold Township Land Use Ordinance is hereby amended to include a reference to this Redevelopment Plan constituting such a Zoning District and shall be named “Lone Pine Landfill Redevelopment Area”.

Where specifically provided for herein, the development standards set forth in this Redevelopment Plan shall supersede the Freehold Township Land Use Ordinance. In all other instances, the Township Land Use Ordinance shall remain in full force and effect.

This Redevelopment Plan may be amended from time to time in compliance with the requirements of law.

Other Provisions

In accordance with the LRHL, the following statements are made:

- (1) The Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities, and other public improvements. The Plan has laid out various programs and strategies needed to be implemented in order to carry out the objectives of this Plan.
- (2) The Redevelopment Plan lays out the proposed land uses and building requirements for the Redevelopment Area.
- (3) The Redevelopment Plan permits the acquisition of privately-owned property.
- (4) The Redevelopment Plan is substantially consistent with the Master Plan for the Township of Freehold. The Plan also advances the goals and objectives of the Monmouth County Master Plan and the New Jersey State Development and Redevelopment Plan.
- (5) Non-Discrimination Provisions - No covenant, lease, conveyance, or other instrument shall be affected or executed by the Township Committee or by a Redeveloper(s) or any of its successors or assignees, whereby land within the Redevelopment Area is restricted by the Township Committee, or the Redeveloper, upon the basis of race, creed, color, sexual orientation, or national origin in the sale, lease, use, or occupancy thereof. Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments. There shall be no restrictions of occupancy or use on the basis of race, creed, color or national origin.

APPENDIX

Appendix 1 - Resolutions

Appendix 2 - Aerial Maps (2)

Appendix 3 - Tax Map

Appendix 4 - Regional Location Map

Appendix 5 - Existing Land Use Map

Appendix 6 – Easement for Lone Pine Landfill Superfund Site (January 15, 1998); and Consent for Access (April 25, 1990)

Appendix 1 - Resolutions



Resolution of the Township of Freehold

Monmouth County, New Jersey

No: R-21-163

Date of Adoption: July 13, 2021

TITLE: RESOLUTION AUTHORIZING THE UNIFIED PLANNING BOARD TO DETERMINE IF BLOCK 91, LOTS 51, 52, 53 & 54 AND BLOCK 92, LOTS 25 & 41 IS AN AREA OF PROPERTY IN NEED OF REDEVELOPMENT

--- RESOLUTION ---

WHEREAS, Block 91, Lots 51, 52, 53, & 54; and Block 92, Lots 25 & 41, shown in blue on the copy of the tax map attached hereto as Exhibit "A" (collectively, the "Property") is located off Burke Road in the Township owned by Lone Pine Corp.; and

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et. seq. sets forth the specific procedure for establishing an area in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, prior to the Township Committee's determination whether a particular study area qualifies as an area in need of redevelopment, the Township Committee must authorize the municipal Planning Board, by Resolution, to undertake the preliminary investigation to determine whether the area meets the criteria of a redevelopment area as set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, the Township Committee has determined that the Township Unified Planning Board (hereafter "Planning Board") should undertake such a preliminary investigation and hearing to determine that the Property qualifies under the Local Redevelopment and Housing Law as an area in need of redevelopment; and

WHEREAS, N.J.S.A. 40A:12A-6(a) further provides that, in making such a determination, the Resolution authorizing the Planning Board to undertake the preliminary investigation shall state if the redevelopment area determination shall authorize the municipality to use all the powers provided by the legislature for use in a redevelopment area, including the power of eminent domain; and

WHEREAS, the Township Committee has determined that the redevelopment area determination should authorize the Township of Freehold to use all its powers provided by the legislature for use in the redevelopment area, including the use of eminent domain, thus designating the Property a “Condemnation Redevelopment Area” under N.J.S.A. 40A:12A-6(a).

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Freehold, that the Township Planning Board be and is hereby directed to conduct the necessary investigation including the holding of a public hearing to determine whether or not the Property is or is not an area in need of redevelopment under the criteria set forth in N.J.S.A. 40A:12A-1 et. seq.

BE IT FURTHER RESOLVED that the Planning Board is directed that the redevelopment area determination shall authorize the Township to use all the powers provided by the legislature for use in redevelopment, including the power of eminent domain.

BE IT FURTHER RESOLVED that the Planning Board shall submit its findings and recommendations to the Township Committee in the form of a Resolution with supporting documentation.

BE IT FURTHER RESOLVED that a copy of this Resolution certified by the Township Clerk to be a true copy be forwarded to the following:

1. Freehold Township Planning Board
2. Lone Pine Corp., c/o O'Mara, 100 Broad Street, Eatontown, NJ 07724
3. Roger McLaughlin, Esq., Planning Board Attorney

No. R-21-163

VOTE OF THE TOWNSHIP COMMITTEE							
COMMITTEEMAN	I	S	Y	N	NV	AB	
Mr. Ammiano		X	X				
Mrs. Fasano			X				
Mr. Preston			X				
Mr. Walker	X		X				
Mayor Cook			X				

I-Introduced By S-Seconded By X- Indicates Vote NV- Not Voting AB- Absent

**PLANNING BOARD OF THE TOWNSHIP OF FREEHOLD
RESOLUTION**

Mr. Shortmeyer offered the following Resolution and moved its adoption which was seconded by Mr. Preston.

WHEREAS, the Planning Board of the Township of Freehold requires the services of a planning consultant to prepare a preliminary investigation report pertaining to a proposed redevelopment area; and

WHEREAS, the Township Committee of the Township of Freehold has adopted Resolution R-21-163 requesting that the Planning Board undertake a preliminary investigation pursuant to N.J.S.A. 40A:12A-6; and

WHEREAS, pursuant to the aforesaid provision of the Local Redevelopment and Housing Law, the Freehold Township Committee has authorized the Planning Board to undertake a preliminary investigation to determine whether the property known as Block 91, lots 51, 52, 53 & 54; and Block 92, lots 25 & 41 on the tax map of the Township of Freehold located at the end of Burke Road and known as the former "Lone Pine Landfill" property meets the criteria for a redevelopment area pursuant to N.J.S.A.40A:12A-5; and

WHEREAS, the Planning Board at its annual reorganization meeting has previously appointed T. Andrew Thomas, P.P. of Thomas Planning Associates, L.L.C. as a planning consultant to the Planning Board;

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Freehold that Thomas Planning Associates, L.L.C. be and is hereby authorized and directed to perform a study and review of Block 91, lots 51, 52, 53 & 54; and Block 92, lots 25 & 41 and to prepare a report to the Planning Board as to whether the aforesaid property meets the criteria for an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-1 et. seq.:

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be provided by the Planning Board Secretary to the following:

1. Thomas Planning Associates, L.L.C.
2. Lone Pine Corp.
3. Freehold Township Committee

ROLL CALL

YES: Mayor Cook, Mr. Bazzurro, Mr. Bruno, Mr. Coburn, Mr. Gatto, Ms. Jahn
Mr. Preston, Mr. Shortmeyer, Ms. Kurtz and Mr. Levy

NO:


ABSENT: Mr. Kash and Mr. Pucci

ABSTAINED:

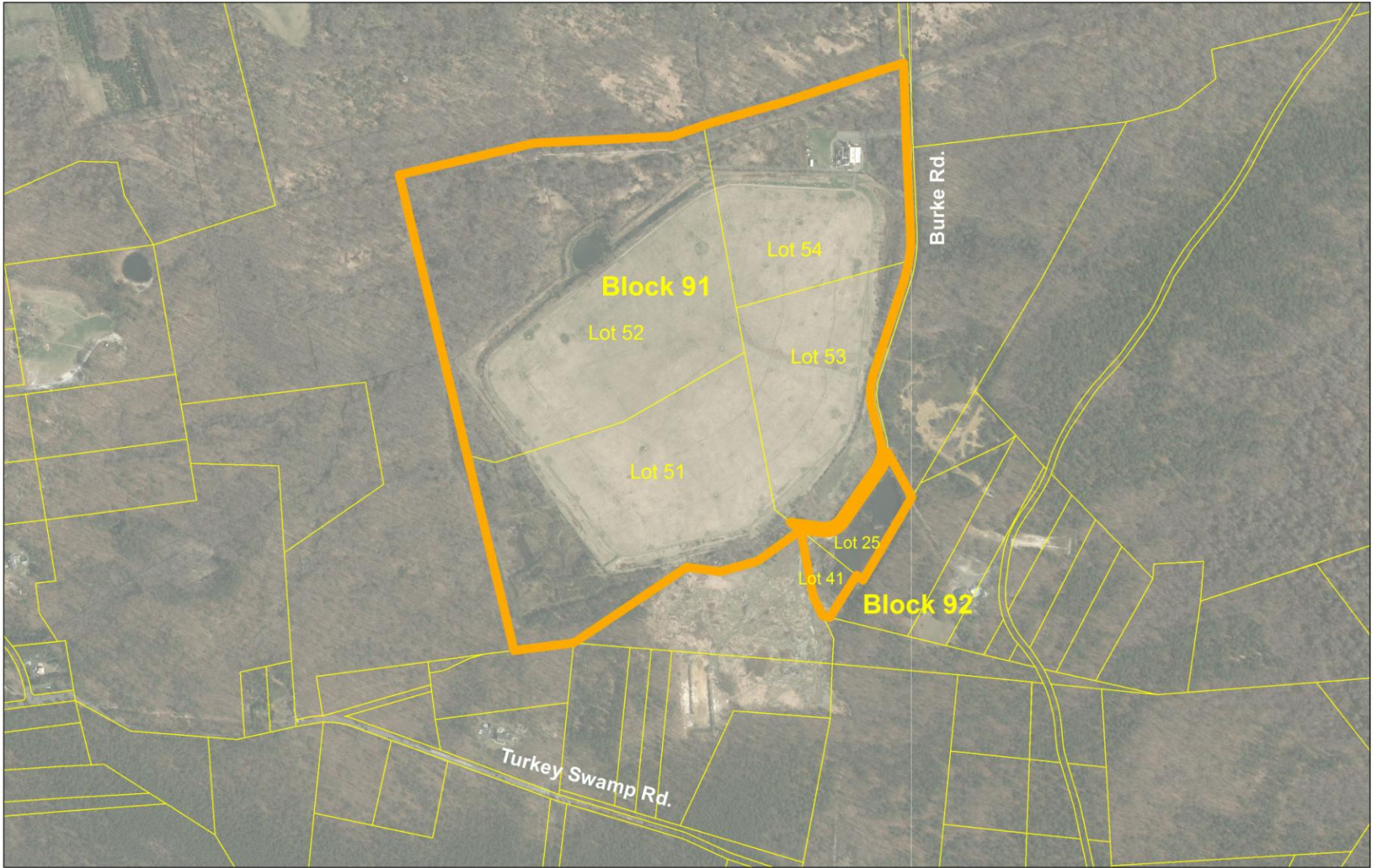
DISQUALIFIED:

DATED: August 5, 2021

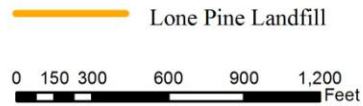
I HEREBY CERTIFY that the foregoing is a true copy of a Resolution which was passed by the Freehold Township Planning Board at its meeting held on August 5, 2021.


Robert Shortmeyer, Secretary

Appendix 2 - Aerial Map



Lone Pine Landfill
Block 91, Lots 51-54;
Block 92 Lots 25 & 41
Burke Rd.
Freehold Township, N.J.



Prepared: July 22, 2021

Sources: 2015 NJDEP GIS aerial data and NJDOT GIS data. This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.

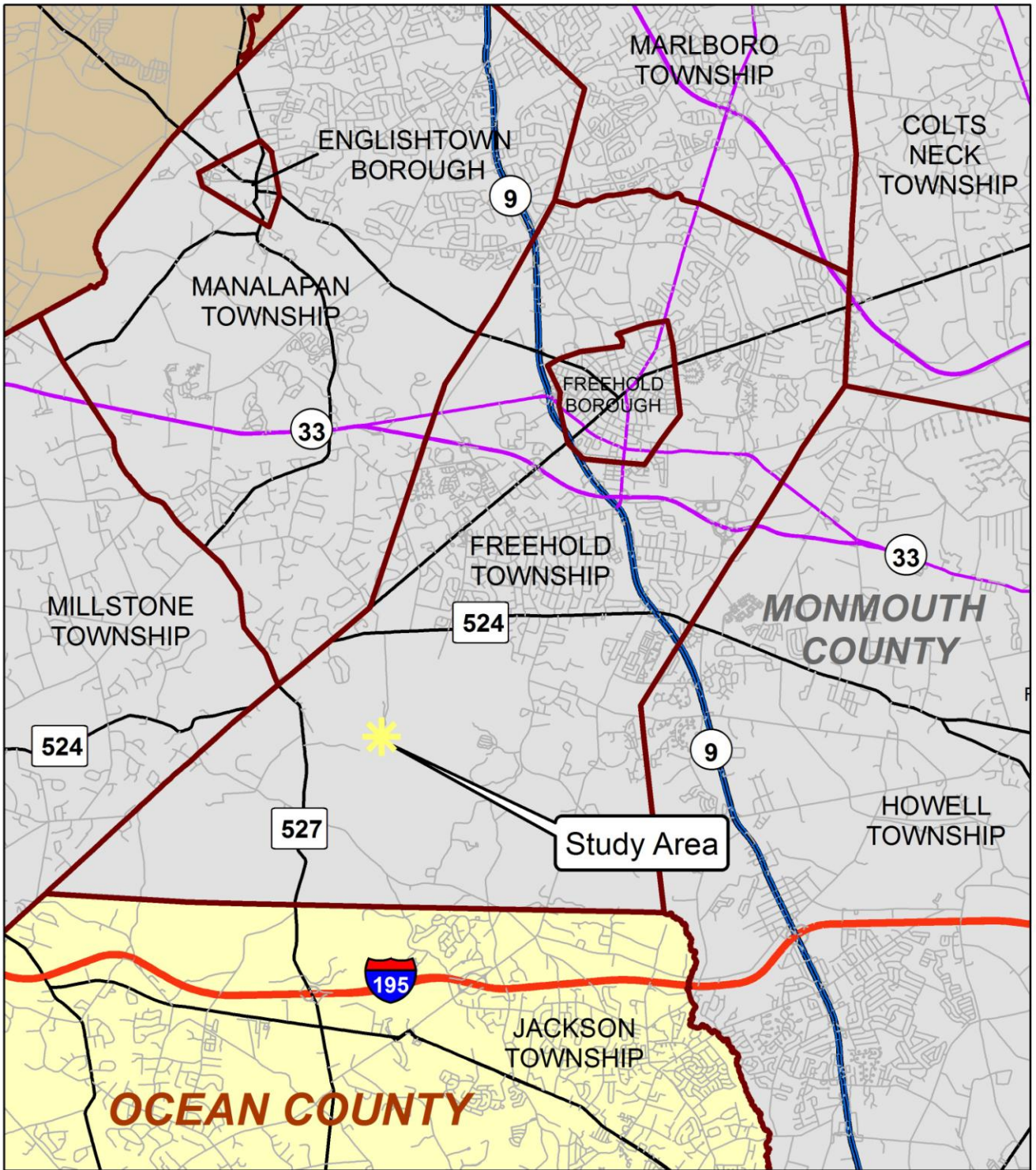
	THOMAS PLANNING ASSOCIATES, LLC Professional Planning and GIS Consultants P.O. Box 363 Brielle, N.J. 08730-0363	
	<table border="0"> <tr> <td>T. Andrew Thomas, P.D. Tel: (732) 794-6111 webgpa@aol.com</td> <td>Thomas A. Thomas, P.D. Tel: (732) 694-2289 tomplus@verizon.net</td> </tr> </table>	T. Andrew Thomas, P.D. Tel: (732) 794-6111 webgpa@aol.com
T. Andrew Thomas, P.D. Tel: (732) 794-6111 webgpa@aol.com	Thomas A. Thomas, P.D. Tel: (732) 694-2289 tomplus@verizon.net	



Lone Pine Landfill CERCLA Site

Appendix 3 - Tax Map

Appendix 4 - Regional Location Map

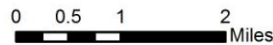


**REGIONAL LOCATION
STUDY AREA**

Lone Pine Landfill


Block 91, Lots 51-54; Block 92, Lots 25 & 41
Burke Rd. - Freehold Township

Sources: NJDEP GIS data; NJDOT GIS data.
This map was developed using New Jersey
Department of Environmental Protection Geographic
Information System digital data, but this secondary
product has not been verified by NJDEP and is
not state-authorized.



Prepared: August 2, 2021

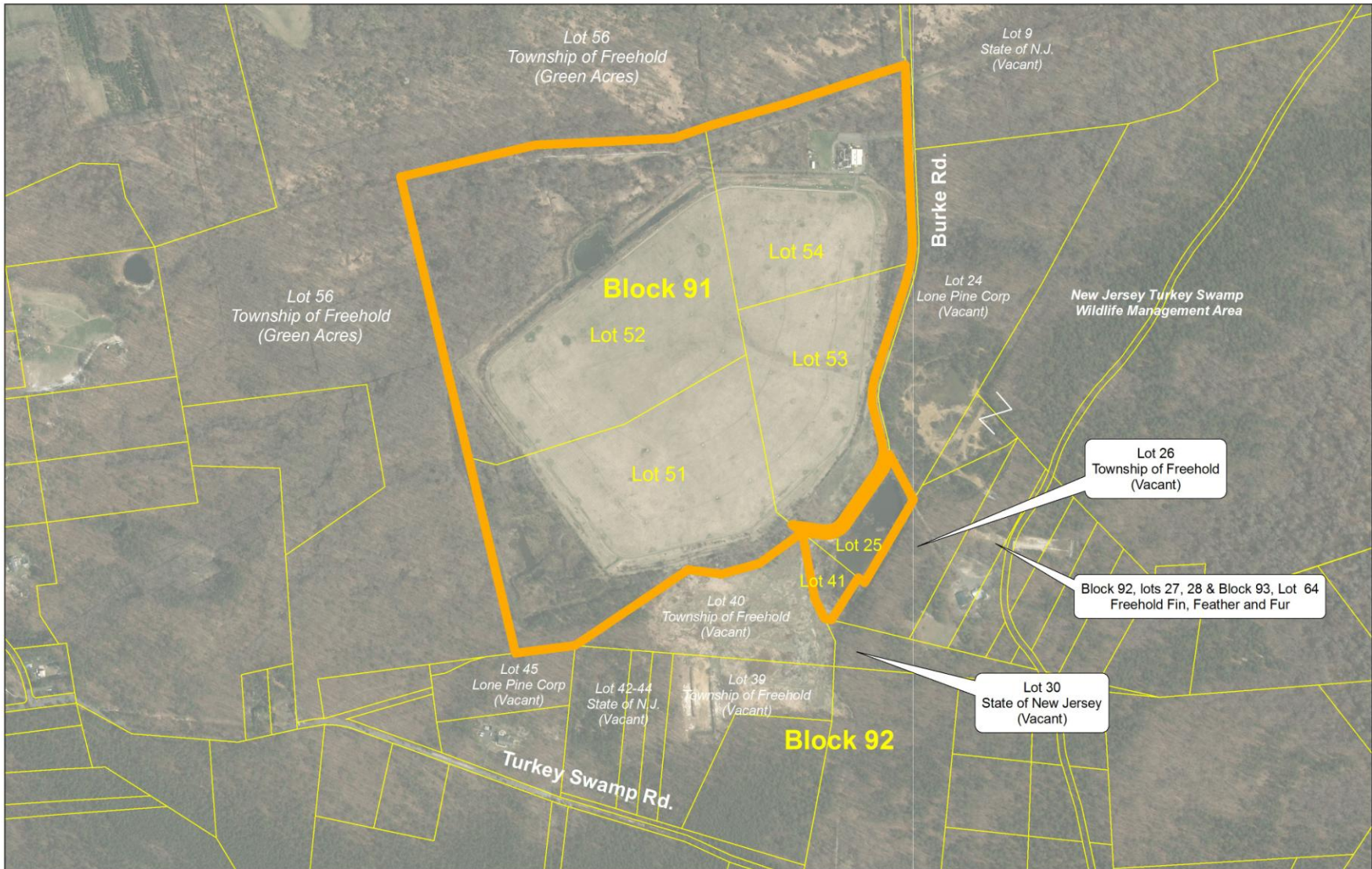



THOMAS PLANNING ASSOCIATES, LLC
 Professional Planning and GIS Consultants
 P.O. Box 363
 Bridle, N.J. 08750-0363

 T. Andrew Thomas, P.P.
 Tel: (732) 246-8776
 andy@tpa.com

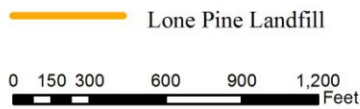
 Thomas A. Thomas, P.P.
 Tel: (732) 646-2288
 tom@tpa.com

Appendix 5 - Existing Land Use Map




Lone Pine Landfill - Surrounding Land Use

Block 91, Lots 51-54;
 Block 92 Lots 25 & 41
 Burke Rd.
 Freehold Township, N.J.



Prepared: July 22, 2021

Sources: 2015 NJDEP GIS aerial data and NJDOT GIS data. This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.

 THOMAS PLANNING ASSOCIATES, LLC Professional Planning and GIS Consultants P.O. Box 363 Bridle, N.J. 08730-0363	
T. Andrew Thomas, P.P. Tel: (732) 596-6711 andrew@tpa.com	Thomas A. Thomas, P.P. Tel: (732) 656-2289 tom@tpa.com

**Appendix 6 – Easement for Lone Pine Landfill Superfund Site
(dated January 15, 1998); Consent for Access (April 25, 1990)**



221066

Prepared by:

Joanne M. Walker

Joanne M. Walker, Esq.

James L. McKenna, P.C.

Woodcrest Pavilion, Suite 450

Ten Melrose Avenue

Cherry Hill, NJ 08003

(609) 429-6662

R/R

COUNTY RECORDING FEES	\$61.00
DEDICATED TRUST FUND COMMISSION	\$2.00
TOTAL	\$63.00

CLERK'S OFFICE
MONMOUTH COUNTY
NEW JERSEY

INSTRUMENT NUMBER
1998027153

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Total Pages: 25

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EASEMENT FOR LONE PINE LANDFILL SUPERFUND SITE

**ENVIRONMENTAL PROTECTION EASEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS**

1. This Environmental Protection Easement and Declaration of Restrictive Covenants ("Easement") is made this 13th day of JANUARY, 1998, by and between the Grantor, the Lone Pine Corporation, having an address of Lone Pine Corp., c/o John W. O'Mara, Esq., 8 West River Road, Rumson, NJ 07760, and the Grantees: the New Jersey Department of Environmental Protection ("NJDEP"), having an address of Station Plaza 5, 401 East State Street, Trenton, NJ 08625-0404, and the Lone Pine Settling Defendants, as defined below, having an address of Lone Pine Settling Defendants, c/o J.M. Walker, Esquire; Ten Melrose Avenue, Suite 450, Cherry Hill, NJ 08003

WITNESSETH:

2. WHEREAS, Grantor is the owner of parcels of land located in Freehold Township, Monmouth County, State of New Jersey, which consists of Block 91, Lots 51, 52, 53, and 54, and Block 92, Lots 24, 25, 41, and 45, and is described in Exhibit A hereto (the "Property"); and

3. WHEREAS, the Property is part of the Lone Pine Landfill Superfund site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40

C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983; and

4. WHEREAS, on September 24, 1984, EPA issued a Record of Decision for the first operable unit ("OU1 ROD") at the Site which provides, in part, for the following actions: installation of a shallow groundwater cut-off wall and surface seal over the 45-acre landfill at the Site, installation of groundwater collection wells, and treatment of the groundwater collected from within the groundwater cut-off wall; and

5. WHEREAS, the United States and 116 potentially responsible parties ("PRPs") at the Site entered into a consent decree for implementation of EPA's OU1 ROD, which was approved by the United States District Court for the District of New Jersey on March 5, 1990 in United States v. Acton Corp., et al., Civil Action No. 89-3652(GEB) ("OU1 Decree"); and

6. WHEREAS, on September 28, 1990, EPA issued a Record of Decision for the second operable unit ("OU2 ROD") at the Site which provides, inter alia, for the pumping and treatment of contaminated groundwater at the Site; and

7. WHEREAS, the United States, the State of New Jersey, and 124 PRPs at the Site entered into a consent decree for implementation of EPA's OU2 ROD, which was approved by the United States District Court for the District of New Jersey on January 6, 1992 in United States and State of New Jersey v. Acton Corp., et al., Civil Action No. 91-2873(GEB) ("OU2 Decree"); and

8. WHEREAS, the construction of the OU1 and OU2 remedies has been completed, and operation and maintenance is ongoing; and

9. WHEREAS, the Trustees and the Lone Pine Settling Defendants (as defined below) entered into a consent decree involving natural resource damages claims associated with the Site in United States v. Browning-Ferris Industries of South Jersey, Inc., et al., Civ. Nos. 97-3320 (GEB) and State of New Jersey v. Browning-Ferris Industries of South Jersey, Inc., et al. Civ. No. 97-3321 (GEB), which was entered by the United States District Court for the District of New Jersey on October 23, 1997 ("NRD Decree"), which requires that the Lone Pine Settling Defendants implement a Mitigation Project that, inter alia, involves the creation, enhancement and/or restoration of about 11 acres of wetlands in several different locations at the Site ("Mitigation Areas"), as depicted in Appendix A (the "Map of Lone Pine Landfill Superfund Site Showing On-Site Mitigation Areas") to Appendix B (the "Mitigation Plan") to the NRD Decree; and

10. WHEREAS, the OU1 Decree, the OU2 Decree and the NRD Decree are available for review at the Office of the Clerk of Court, United States District Court for the District of New Jersey, 402 E. State Street, Trenton, New Jersey 08608, and at the address for the Lone Pine Settling Defendants indicated herein; and

11. WHEREAS, the Lone Pine Settling Defendants have entered into an agreement with the Grantor whereby the Grantor has agreed to record this Easement, and to grant the rights under the Easement to the Grantees listed above, that will grant a permanent right of access over the Property to the Grantees for purposes of (a) implementing, facilitating and monitoring the OU1 and OU2 remedial actions and the Mitigation Project; and (b) impose on the Property use restrictions as covenants that will run with the land for the purpose of ensuring the protectiveness of the OU1 and OU2 remedies and for the purpose of preserving the wetlands created, restored, and/or enhanced by the Mitigation Project; and

12. WHEREAS, Grantor wishes to cooperate in the implementation of all response actions at the Site as well as in connection with the Mitigation Project.

NOW, THEREFORE:

13. Grant: Grantor, on behalf of itself, its successors and assigns, and in consideration of the mutual covenants and promises contained herein and the amount of Ten Dollars (\$10.00), the payment and receipt of which are hereby acknowledged, does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the Grantees, with general warranties of title, 1) the perpetual right to enforce said use restrictions, and 2) an environmental protection easement of the nature and character and to the extent hereinafter set forth, with respect to the Property.

14. Purpose: It is the purpose of this instrument to give the Grantees the right to remediate past environmental contamination and reduce the risk of exposure to contaminants for human health and the environment, and also to implement wetland mitigation at the Site.

15. Definitions: The following terms as used herein shall have the following definitions:

a) "Grantees" shall mean the New Jersey Department of Environmental Protection, the Lone Pine Settling Defendants, and their successors and assigns.

b) "Grantor" shall mean the Lone Pine Corporation, as well as its successors, successors-in-title, and assigns.

c) "Lone Pine Settling Defendants" shall mean Browning-Ferris Industries of South Jersey, Inc., Carter-Wallace, Inc., Ciba Specialty Chemicals Corporation, Novartis Corporation, Millipore Corporation, Minnesota Mining and Manufacturing Company, Nestle U.S.A., Inc., Owens-Brockway Glass Container Inc., and The Coca-Cola Company.

d) "Mitigation Areas" shall mean the areas of the Property where wetlands have been or will be created, restored, and/or enhanced pursuant to the Mitigation Plan, which is Appendix B to the NRD Decree and set forth in Exhibit B attached hereto.

e) "NRD Decree" shall mean the consent decree entered by the United States District Court for the District of New Jersey on October 23, 1997 in United States v. Browning-Ferris Industries of South Jersey, Inc. et al., Civ. No. 97-3320 (GEB)(D.N.J.) and State of New Jersey v. Browning-Ferris Industries of South Jersey, Inc., et al. Civ. No.97-3321 (GEB) (D.N.J.), which provides for the implementation of a Mitigation Plan that calls for, *inter alia*, wetland creation, restoration, and/or enhancement at certain areas of the Property.

f) "Property" shall mean the parcels owned by Grantor that are described at Exhibit A hereto.

g) "OU1 Decree" shall mean the consent decree approved by the United States District Court for the District of New Jersey on March 5, 1990 in United States v. Acton Corp., Civil Action No. 89-3652(GEB), which provides for implementation of the first operable unit remedial action at the Site.

h) "OU2 Decree" shall mean the consent decree approved by the United States District Court for the District of New Jersey on January 6, 1992 in United States v. Acton Corp., Civil Action No. 91-2873(GEB), which provides for implementation of the second operable unit remedial action at the Site.

i) "Site" shall mean the Lone Pine Landfill Superfund site, located in Freehold Township, Monmouth County, New Jersey, including the areal extent of contamination and all suitable areas in very close proximity to the contamination necessary for implementation of response actions and including, but not limited to, Block 91, Lots 51, 52, 53, and 54, and Block 92, Lots 24, 25, 41, and 45.

j) "Trustees" shall mean the Secretary of the Interior, United States Department of the Interior, the Administrator of the National Oceanographic and Atmospheric Administration, and the New Jersey Department of Environmental Protection.

16. Restrictions on use: The following covenants, conditions, and restrictions apply to the use of the Property, run with the land, and are binding on the Grantor:

- a) The Mitigation Areas, where wetlands have been or are being created, restored, and/or enhanced, shall be maintained as natural areas in perpetuity, and the following activities shall be prohibited at the Mitigation Areas unless taken to implement or maintain the remedial actions pursuant to the OU1 Decree or the OU2 Decree or to implement or maintain the Mitigation Project pursuant to the NRD Decree:
- (1) Removal, excavation, disturbance or dredging of soil, sand, gravel, or aggregate material of any kind;
 - (2) The drainage or disturbance of the water level or water table;
 - (3) The dumping, drainage or filling with any materials;
 - (4) The driving of pilings;
 - (5) The destruction of plant life which would alter the character of a wetland, including the cutting of trees;
 - (6) Any other activities constituting a regulated or prohibited activity under N.J.A.C. 7:7A-2.3 or N.J.A.C. 7:7 A-6.2, as amended;
 - (7) The legal or de facto subdivision of the Mitigation Areas for any purpose;
 - (8) Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation, or fish and wildlife habitat preservation;
 - (9) Any agriculture uses; and

(10) Any other disturbance of the Mitigation Areas or acts or uses detrimental to the retention of land or water areas according to the purposes of the Mitigation Project in the NRD Decree.

b. The integrity and protectiveness of the first and second operable unit remedies at the Site implemented pursuant to the OU1 Decree and the OU2 Decree shall be maintained in perpetuity, and the following activities shall be prohibited at the Site unless specifically authorized in writing by EPA pursuant to the OU1 Decree or the OU2 Decree or otherwise:

- (1) Interference with or excavation of the shallow groundwater cut-off (slurry) wall and surface seal (cap) over the 45-acre landfill;
- (2) Installation, interference with, or unauthorized operation of groundwater extraction or collection wells;
- (3) Interference with facilities, structures, or equipment for treatment, discharge, or reinjection of groundwater collected from within the slurry wall or from groundwater extraction wells installed pursuant to the OU2 Decree;
- (4) All activities at the Site or the landfill that could potentially damage the cap, or the slurry wall;
- (5) Removal, excavation, disturbance, dredging or drainage of soil, sand, gravel, sludge, or solid or liquid material of any kind, or the dumping, disposal, or filling of any materials, within the slurry wall or beneath the cap.

17. Modification of restrictions: The restrictions set forth at Paragraph 16.a above may be modified, or terminated in whole or in part, in writing by NJDEP, and the restrictions set forth at Paragraph 16.b above may be modified, or terminated in whole or in part, in writing by EPA. If requested by the Grantor, such writing will be executed in recordable form.

18. Environmental Protection Easement: Grantor hereby grants to the Grantees an irrevocable, permanent and continuing right of access at all reasonable times to the Property. The purposes for such access are:

- a) Implementing response actions, as required by the OUI and OU2 RODs, pursuant to the OU1 and OU2 Decrees;
- b) Verifying any data or information submitted to EPA, NJDEP, or the Trustees;
- c) Verifying that no action is being taken on the Property in violation of the terms of this Easement or of any federal or state environmental laws or regulations;
- d) Monitoring response actions on the Site and conducting investigations relating to contamination at the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
- e) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations;
- f) Implementing additional or new response actions at the Property;
- g) Implementation of the Mitigation Project required by the NRD Decree; and
- h) Monitoring the implementation and success of the Mitigation Project required by the NRD Decree.

19. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

20. Reserved rights of NJDEP and EPA: Nothing in this document shall limit or otherwise affect EPA's or NJDEP's rights of entry and access provided by law or regulation.

21. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

22. Notice requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF AN ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED _____, 19____, RECORDED IN THE PUBLIC LAND RECORDS ON _____, 19____, IN BOOK _____, PAGE _____, IN FAVOR OF, AND ENFORCEABLE BY, THE FOLLOWING: THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, BROWNING-FERRIS INDUSTRIES OF SOUTH JERSEY, INC., CARTER-WALLACE, INC., CIBA SPECIALTY CHEMICALS CORPORATION, NOVARTIS CORPORATION, MILLIPORE CORPORATION, MINNESOTA MINING AND MANUFACTURING COMPANY, NESTLE U.S.A., INC., OWENS-BROCKWAY GLASS CONTAINER INC., AND THE COCA-COLA COMPANY, AND THEIR SUCCESSORS AND ASSIGNS.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantees with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

23. Enforcement: The Grantees shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All reasonable costs and expenses of the Grantees, including, but not limited to, attorneys' fees, incurred in any such enforcement action shall be borne by the Grantor or its successors in interest to the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the Grantees, and any forbearance, delay or omission to exercise their rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantees of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantees under this instrument.

24. Damages: Grantees shall be entitled to recover damages for violations of the terms of this instrument.

25. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

26. Covenants: Grantor hereby covenants to and with the Grantees that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it, that the Property is free and clear of encumbrances, except those noted on Exhibit C hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

27. Notices: Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other parties shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Lone Pine Settling Defendants:

Joanne M. Walker, Esq.
James L. McKenna, P.C.
Woodcrest Pavilion, Suite 450
Ten Melrose Avenue
Cherry Hill, NJ 08003
(609) 429-6662

John Fehrenbach, Esq.
Winston & Strawn
1400 L Street, N.W.
Washington, DC 20005
(202) 371-5700

To Grantor: John W. O'Mara, Esq.
o/b/o Lone Pine Corporation
8 West River Road
Rumson, NJ 07760

To NJDEP: Martin McHugh, Chief
Office of Natural Resource Damages
CN 404
Station Plaza 5
501 East State Street
Building 5
Trenton, NJ 08625-0404

28. General provisions:

a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of New Jersey.

b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

e) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, successors-in-title, and assigns and shall continue as a servitude running in perpetuity with the Property. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.

f) Termination of Rights and Obligations: A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

g) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

ACKNOWLEDGMENT

I, Thelma Burke, the President of Lone Pine Corporation, acknowledge that the Environmental Protection Easement and Declaration of Restrictive Covenants attached hereto, made by the Lone Pine Corporation and sealed with its corporate seal is the voluntary act and deed of such Corporation by made virtue of authority from its Board of Directors.

Executed this 13 day of JANUARY, 1998.

Lone Pine, Inc
By: Thelma Burke
THELMA BURKE
Its: President

NSDL B 9372 73765 52125

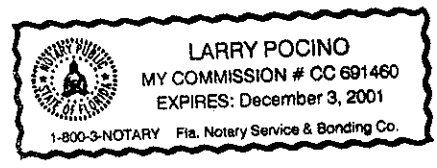
STATE OF FLORIDA)
) SS
COUNTY OF MARTIN)

I CERTIFY that on JANUARY 13, 1998, THELMA BURKE Personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the President of Lone Pine Corporation, the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is _____ the _____ of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

SIGNED AND SWORN TO
BEFORE ME ON JAN 13, 1998.

Larry Pocino
LARRY POCINO



This easement is accepted this 18th day of February, 1998.

New Jersey Department of Environmental Protection

By: [Signature]

Asst. Comm.

This easement is accepted this 2nd day of March, 1998

Lone Pine Settling Defendants

By: [Signature]

Attorney for Lone Pine Settling Defendants

Attachments:

- Exhibit A - Legal Description of the Property
- Exhibit B - Mitigation Areas
- Exhibit C - Encumbrances on Property

Legal Description

All that certain tract or parcel of land and premises, herein after particularly described, situate, lying and being in the Township of Freehold in the County of Monmouth and State of New Jersey, south of the Great Meadows:

BEGINNING at a stone planted for a corner, the Northeast corner of a tract of land formerly Joseph Smith's now William W. Hendrickson's. In the old deeds said stone is described as distant forty-one chains on a course South, forty-three degrees thirty minutes West, from the chimney in the farm-house in which George Stillwell now lives, and from said stone running, as the needle now (1897) points, (1) North eighty-nine degrees sixteen minutes West fourteen chains and seventy-five links; thence (2) North five degrees thirty minutes East sixteen chains and thirty-eight links; thence (3) South eighty-eight degrees thirty minutes East four chains and fifty-seven links; thence (4) South sixty-six degrees East four chains and forty-seven links; thence (5) North eighty-three degrees East ten chains and twenty-two links; thence (6) North sixty-eight degrees East ten chains and seventy links, to the line of the 123 22/100 acre tract, as shown on the "Map of Lands belonging to the late Achsah E. Hendrickson, known as the Red House Farm, &c."; thence (7) along the line of said tract South one degree five minutes East twelve chains; thence (8) still following the line of said tract South forty degrees fifty minutes East eight chains and eighty links to a corner of James Patterson's land; thence (9) South forty-one degrees West three chains and eighty links; thence (10) North eighty-six degrees forty-five minutes West fifty-three links; thence (11) North fifteen degrees West one chain and sixty-five links; thence (12) North five chains and twelve links; thence (13) South sixty-five degrees West four chains; thence (14) South eighty-five degrees thirty minutes West three chains; thence (15) North seventy-two degrees West two chains fifty-six links; thence (16) South sixty-seven degrees ten minutes West ten chains and thirty-seven links to the Beginning.

Containing forty-seven acres and thirty-five hundredths of an acre. Within the above bounds are included two tracts, on the map aforesaid; the one tract marked 46 07/100 acres and the second tract marked 1 28/100 acres.

ON-SITE WETLAND MITIGATION AREAS
 CORE PINE LANDFILL NPL SITE
 MONMOUTH COUNTY, NEW JERSEY
WOODWARD-CLYDE CONSULTANTS
 CONSULTANTS & ENGINEERS, INC. 1000 JEROME ST. 2ND FL. NEW YORK, NY 10017
 DATE: 11/11/87
 SHEET NO. 11 OF 10

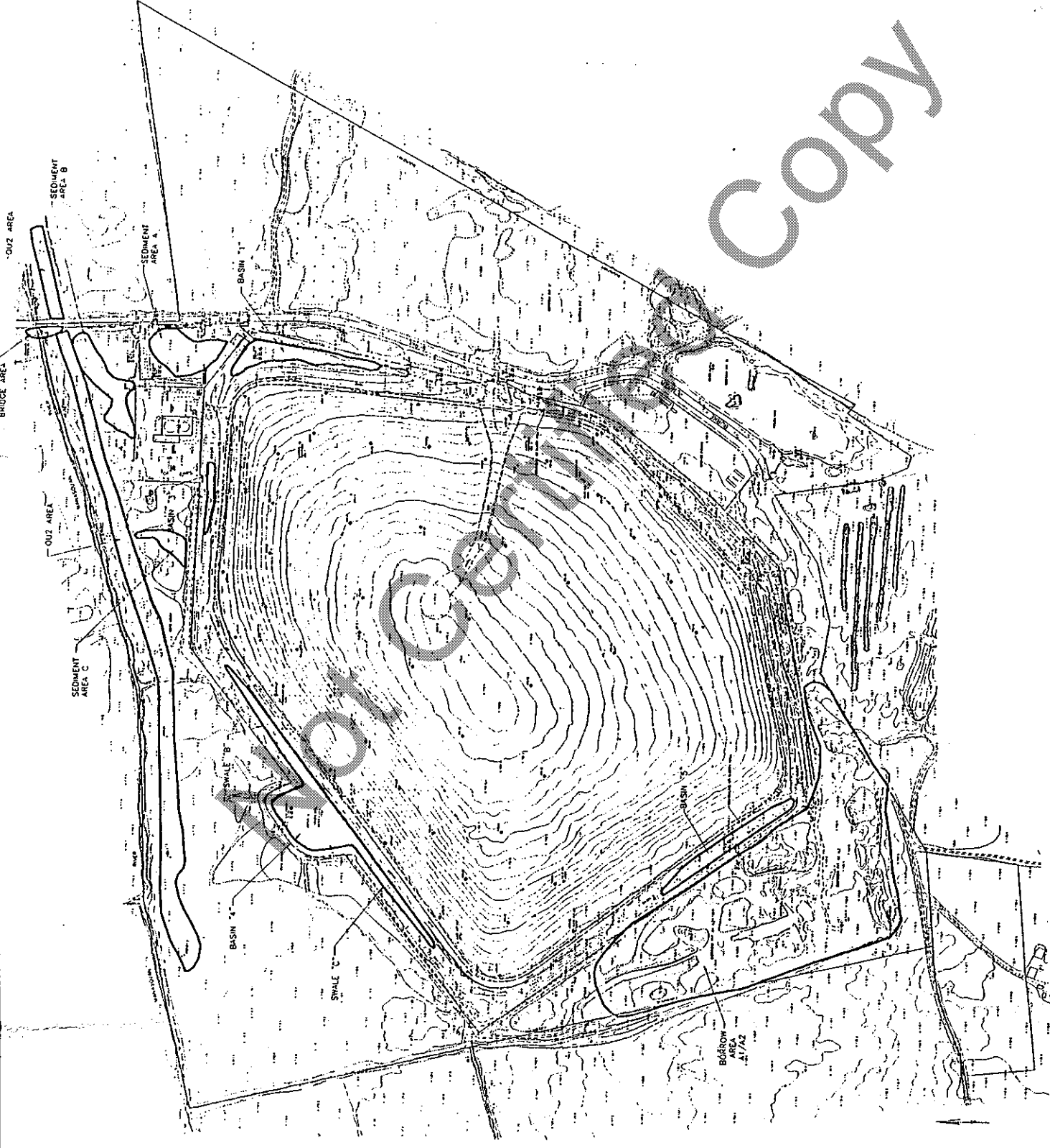


Exhibit "B"

COLLEGIATE TITLE & ABSTRACT COMPANY, INC.

**110 Marter Avenue, Suite 105
Moorestown, New Jersey 08057
(609) 231-0990 Fax # (609) 231-8484**

LAST OWNER AND LIEN SEARCH

PREPARED FOR:

**Joann Walker Esq.
10 Melrose Ave. Ste. 450
Cherry Hill, NJ 08003**

FILE NO: 970479

DATE: December 22, 1997

Certifies that it has examined the record indices in the office from the recording of Deeds and Mortgage of Monmouth County for Conveyances, Mortgages, Mechanic's Notices, Stop Notices, Building Contracts, Secured Transactions and Lis Pendens affecting the Premises herein described, made or given by the following:

Lone Pine Corporation

FROM June 17, 1959 TO November 21, 1997

AND it does further certify that it has examined the records in the Superior Court of New Jersey, United State District Court and Burlington County Courts for Judgments, Recognizances, Bankruptcies, Federal Liens and Institutional Liens against the following:

Lone Pine Corporation

FROM November 21, 1977 TO November 21, 1997

(Continued)

Exhibit "C"

AND WE FIND THE FOLLOWING:

1. DEED conveyed by Woodrow W. Burke and Thelma Burke, his wife and Mayme C. Burke, widow to Lone Pine Corporation dated June 17, 1959, recorded June 26, 1959, in Deed Book 2926, page 481, as to Parcel A.
2. DEED conveyed by Mayme C. Burke, widow, Woodrow W. Burke and Thelma E. Burke, his wife to Lone Pine Corporation dated December 17, 1965, recorded August 19, 1966, in Deed Book 3485, page 384, as to Parcel B.
3. DEED conveyed by Woodrow W. Burke and Thelma E. Burke, husband and wife to Lone Pine Corp. a corporation of the State of New Jersey, dated October 9, 1969, recorded February 9, 1971, in Deed Book 3723, page 214, as to Parcel C.
4. MORTGAGE made by Lone Pine Corp. a corporation of the State of New Jersey to Woodrow W. Burke and Thelma E. Burke, husband and wife, dated October 9, 1969, recorded February 9, 1971, in Mortgage Book 2857, page 814. Affects Parcel C.
5. AGREEMENT between the Borough of Freehold and Lone Pine Corp. a corporation of the State of New Jersey, dated July 31, 1959, recorded August 7, 1959, in Book 2935, page 275. Affects Parcel A.
6. AGREEMENT between the Borough of Freehold and Lone Pine Corp. a corporation of the State of New Jersey, dated December 20, 1965, recorded December 28, 1965, in Book 3450, page 189. Affects Parcel A.
7. AGREEMENT between the Township of Millstone and Lone Pine Corp. a corporation of the State of New Jersey, dated April 1, 1970, recorded May 12, 1970, in Book 3689, page 70. Affects Parcel A.
8. AGREEMENT between the Township of Millstone and Lone Pine Corporation, a corporation of the State of New Jersey, dated April 5, 1971, recorded April 15, 1971, in Book 3729, page 691. Affects Parcel A.
9. RIGHT OF WAY as contained in Deed Book 3641, page 136.
10. RIGHT OF WAY as contained in Deed Book 5112, page 228.
11. CONSENT FOR ACCESS AGREEMENT as contained in Deed Book 5010, page 32.

12. TAX SALE CERTIFICATE: Collector of taxes of the Township of Freehold sold to Township of Freehold, dated December 17, 1980, recorded January 7, 1981, in Mortgage Book 3499, page 863 in the amount of \$3262.78. Affects Lot 51, Block 91.
13. TAX SALE CERTIFICATE: Collector of taxes of the Township of Freehold sold to Township of Freehold, dated December 17, 1980, recorded January 7, 1981, in Mortgage Book 3499, page 864 in the amount of \$6184.89. Affects Lot 52, Block 91.
14. TAX SALE CERTIFICATE: Collector of taxes of the Township of Freehold sold to George Freund, dated December 17, 1980, recorded January 9, 1981, in Mortgage Book 3500, page 313 in the amount of \$151.54. Affects Lot 45, Block 92.
15. TAX SALE CERTIFICATE: Collector of taxes of the Township of Freehold sold to George Freund, dated December 17, 1980, recorded January 9, 1981, in Mortgage Book 3500, page 313 in the amount of \$626.81. Affects Lot 41, Block 92. NOTE: LIS PENDENS: George Freund vs. Lone Pine Corp., filed January 21, 1983 as file no. 25231. Object: To Foreclose tax sale certificate recorded in book 3500, page 313 and others.
16. TAX SALE CERTIFICATE: Collector of taxes of the Township of Freehold sold to George Freund dated December 17, 1980, recorded January 9, 1981, in Mortgage Book 3500, page 315 in the amount of \$1238.56. Affects Lot 25, Block 92. NOTE: LIS PENDENS: George Freund vs. Lone Pine Corp., filed January 21, 1983 as file no. 25231. Object: To Foreclose tax sale certificate recorded in book 3500, page 315 and others.
17. TAX SALE CERTIFICATE: Collector of taxes of the Township of Freehold sold to George Freund dated December 17, 1980, recorded January 9, 1981, in Mortgage Book 3500, page 316 in the amount of \$4076.06. Affects Lot 24, Block 92. NOTE: LIS PENDENS: George Freund vs. Lone Pine Corp., filed January 21, 1983 as file no. 25231. Object: To Foreclose tax sale certificate recorded in book 3500, page 316 and others.
18. TAX SALE CERTIFICATE: Collector of taxes of the Township of Freehold sold to Township of Freehold, dated December 15, 1981, recorded January 12, 1982, in Mortgage Book 3560, page 252 in the amount of \$1923.66. Affects Lot 45, Block 92.
19. TAX SALE CERTIFICATE: Collector of taxes of the Township of Freehold sold to Township of Freehold, dated December 15, 1982, recorded January 10, 1983, in Mortgage Book 3616, page 284 in the amount of \$232.63. Affects Lot 24, Block 92.
20. TAX SALE CERTIFICATE: Collector of taxes of the Township of Freehold sold to Township of Freehold, dated December 13, 1984, recorded January 16, 1985, in Mortgage Book 3832, page 946 in the amount of \$2,223.67. Affects Lot 24, Block 92.
21. TAX SALE CERTIFICATE: Collector of taxes of the Township of Freehold sold to Township of Freehold, dated December 13, 1984, recorded January 16, 1985, in Mortgage Book 3832, page 947 in the amount of \$559.71. Affects Lot 25, Block 92.

22. TAX SALE CERTIFICATE: Collector of taxes of the Township of Freehold sold to Township of Freehold, dated December 13, 1984, recorded January 16, 1985, in Mortgage Book 3832, page 948 in the amount of \$287.34. Affects Lot 41, Block 92.

23. SUPERIOR COURT JUDGMENT: Minnesota Mining and Manufacturing Company, creditor vs. Lone Pine Corporation, debtor, Judgment No. CV-004918-86, filed September 26, 1989.

INTEREST IN SUBJECT PREMISES IS HELD BY

LONE PINE CORPORATION a corporation of the State of New Jersey:

DEED conveyed by Woodrow W. Burke and Thelma Burke, his wife and Mayme C. Burke, widow to Lone Pine Corporation dated June 17, 1959, recorded June 26, 1959, in Deed Book 2926, page 481, as to Parcel A. DEED conveyed by Mayme C. Burke, widow, Woodrow W. Burke and Thelma E. Burke, his wife to Lone Pine Corporation dated December 17, 1965, recorded August 19, 1966, in Deed Book 3485, page 384, as to Parcel B. DEED conveyed by Woodrow W. Burke and Thelma E. Burke, husband and wife to Lone Pine Corp. a corporation of the State of New Jersey, dated October 9, 1969, recorded February 9, 1971, in Deed Book 3723, page 214, as to Parcel C.

INTEREST IS: Fee Simple

Not Certified

SUBJECT PREMISES IS HEREIN DESCRIBED AS FOLLOWS:

All that certain tract or parcel of land situate in the Township of Freehold, County of Monmouth and State of New Jersey and being more particularly described as follows:

PARCEL A

BEGINNING at a stone planted for a corner, the Northeast corner of a tract of land formerly Joseph Smith's now William W. Hendrickson's. In the old deeds said stone is described as distant forty-one chains on a course South, forty-three degrees thirty minutes West, from the chimney in the farm-house in which George Stillwell now lives, and from said stone running, as the needle now (1897) points

- (1) North eight nine-degrees sixteen minutes West fourteen chains and seventy-five links; thence
- (2) North five degrees thirty minutes East sixteen chains and thirty-eight links; thence
- (3) South eighty-eight degrees thirty minutes East four chains and fifty-seven links; thence
- (4) South sixty-six degrees East four chains and forty-seven links; thence
- (5) North eighty-three degrees East ten chains and twenty-two links; thence
- (6) North sixty-eight degrees East ten chains and seventy links, to the line of the 123 22/100 acre tract, as shown on the "Map of Lands belonging to the last Achsah E. Hendrickson, known as the Red House Farm & c"; thence
- (7) Along the line of said tract South one degrees five minutes East twelve chains; thence
- (8) Still following the line of said tract south forty degrees fifty minutes East eight chains and eighty links to a corner of James Patterson's land; thence
- (9) South forty-one degrees West three chains and eighty links; thence
- (10) North eighty-six degrees forty-five minutes West fifty-three links; thence
- (11) North fifteen degrees West one chains and sixty-five links; thence
- (12) North five chains and twelve links; thence
- (13) South sixty-five degrees West four chains; thence
- (14) South eight-five degrees thirty minutes West three chains; thence
- (15) North seventy-two degrees West two chains fifty-six links; thence
- (16) South sixty-seven degrees ten minutes West ten chains and thirty seven links to the BEGINNING.

PARCEL B

BEGINNING at a stake in the ditch bank between the lands of John Ely and Thomas Thompson, dec'd at the northwest corner of said Thompson's rear thence

- (1) North 85 degrees East 2 chains and 36 links; thence
- (2) North 30 degrees and 15 minutes east 8 chains and eighteen links; thence
- (3) South 8 degrees and 30 minutes East 6 chains and 88 links; thence
- (4) East 10 chains and 41 links; thence
- (5) South 3 degrees east 15 chains and 40 links; thence
- (6) South 20 degrees West 5 chains; thence
- (7) South 49 degrees West 1 chains and 52 links; thence
- (8) South 62 degrees West 1 chains and 8 links; thence
- (9) South 73 degrees West 3 chains and 25 links; thence
- (10) South 2 degrees East 95 links; thence
- (11) South 85 degrees West 10 chains and 58 links; thence
- (12) North 8 degrees 30 minutes West 30 chains and 37 links to the BEGINNING.

EXCEPTING and reserving nevertheless out of the tract of land above conveyed 7.34 acres conveyed to Horatio Ely by Elizabeth Hopkins by deed dated march 8, 1858 and recorded in the Monmouth County Clerk's Office in Book X-6 of Deeds, page 417 & c.

PARCEL C

TRACT 1

BEGINNING at a point in the middle of the bridge over the Manasquan Brook or River on the road leading through the farm of Joseph Mahar to the public road leading from Smithburg to Georgia School House; thence along said road (as needle pointed in 1897);

- (1) South 5 degrees 25 minutes West 14.46 chains to a stake in said road; thence
- (2) South 80 degrees 5 minutes West 14.10 chains to a line of lands belonging to estate of William Hendrickson, deceased; thence
- (3) Along the line of said Hendrickson's land North 1 degrees 5 minutes West 14.40 chains more or less to Manasquan Brook or River; thence
- (4) Easterly along said Brook or River, the several courses thereof 15.78 chains more or less to the BEGINNING.

The premises above described are designated as plot No. 5 on a "Map of lands of Wilson Hendrickson, Esq., situate in Freehold Township, New Jersey" which said map is duly filed in the Monmouth County Clerk's Office.

TRACT 2

BEGINNING at a fork of a ditch as described in a deed from James A. Reid, William P. Forman, Horatio Ely, Commissioners to divide or sell the lands of William I. Perrine deceased to Anthony Richmond dated March 27, 1848 and recorded in the Monmouth county Clerk's Office in Book 15 of Deeds, page 126 being the 6th corner described in said deed and running; thence (as needle point in 1897)

- (1) Along the line of said Perrine Tract South 36 degrees West 32.25 chains to a stake; thence
- (2) North 22 degrees 45 minutes West 7.63 chains to a marked white oak in the public road running through Joseph Mahar's farm to the road leading from Smithburg to Georgis School House; thence along said road
- (3) North 25 degrees 55 minutes East 12.65 chains to a stake in said road; thence
- (4) Still along said road North 5 degrees 25 minutes East 7.44 chains to a stake in said road; thence
- (5) North 89 degrees 15 minutes East 15.80 chains to the BEGINNING.

PREMISES known and designated as Lot No. 3 on Map of lands to Wilson Hendrickson, filed in the Monmouth County Clerk's Office on February 17, 1908.

TRACT 3

BEGINNING at a stake in the public road through Joseph Mahar's farm a corner to Lot No. 5 conveyed by said Hendrickson to N.J. Conover by deed dated February 17, 1908, and recorded in the clerk's Office of said County in Book 821 of Deeds, page 246, and running thence

- (1) Along said road South 25 degrees 55 minutes West 12.65 chains to a stake; thence
- (2) South 22 degrees 45 minutes East 7.63 chains; thence
- (3) South 36 degrees West 8.33 chains; thence
- (4) North 40 degrees 50 minutes West 9.40 chains; thence
- (5) North 01 degrees 5 minutes West 15.61 chains to the southwest corner of Lot No. 5; thence along the line of said lot
- (6) North 80 degrees 5 minutes East 14.10 chains to the BEGINNING.

ADDITIONAL SEARCHES

IF "X" SEARCH IS ATTACHED TO AND MADE A PART OF LAST OWNER SEARCH

- MUNICIPAL LIEN SEARCH
- SUPERIOR COURT SEARCH
-
-

**ISSUED BY:
COLLEGIATE TITLE AND ABSTRACT AGENCY, INC.**



JULIE A. MCCLEARY, TITLE OFFICER

Not Certified Copy

CHARLES JONES, INC.
HEREBY CERTIFIES TO:

NEW JERSEY SUPERIOR COURT,
UNITED STATES DISTRICT COURT AND
UNITED STATES BANKRUPTCY COURT

231-0990-10

RE: 970479

Collegiate Title & Abstract, Inc.
110 Marter Ave, Ste 105
Moorestown NJ 08057-

THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY, NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

	FROM	TO
LONE PINE CORPORATION	11-21-77	11-21-97

***** WITH JUDGMENTS *****

(SEE ATTACHED 1 PAGES)

*** Copies of the attached proceedings are available from our Document Services Department. Call 800-792-8888 ext. 5402. ***

DATED 11-21-97
TIME 08:45 AM

FEES: \$ 5.00

RT336-1885

336 1015336

CHARLES JONES, INC.
P.O. BOX 8488
TRENTON, NJ 08650

RT336-1885
231-0990-10

RE: 970479

1

UNITED STATES DISTRICT COURT

JUDGMENT NUMBER: CV-004918-86

DATE ENTERED: 09/26/89

TYPE OF ACTION: CIVIL

DAMAGES: \$ 3,500.00

CREDITOR(S):

MINNESOTA MINING AND MANUFACTURING COMPANY

DEBTOR(S):

FREEHOLD CARTAGE, INC.

(No Address)

DAMAGES: \$ 2,583,160.00

FILE DATE: 05/24/90

CREDITOR(S):

MINNESOTA MINING AND MANUFACTURING COMPANY (3M)

ATTORNEY: HELLRING, LINDEMAN, GOLDSTEIN, ET AL.

1180 RAYMOND BLVD.

NEWARK NJ

DEBTOR(S):

LONE PINE CORPORATION , (LPC)

(No Address)

*** End of Abstract **

Not Certified Copy

CONSENT FOR ACCESS TO
LONE PINE LANDFILL SUPERFUND SITE
FREEHOLD TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY

I, the undersigned, am authorized to represent the owner of the Lone Pine Landfill which is listed on tax maps sheets 45 and 46 for the Township of Freehold, New Jersey as Block 91, Lots 51, 52, 53, 54 and Block 92, Lots 24, 25, 41 and 45 (the "Property"). I consent to the officers, employees and authorized representatives including without limitation contractors, subcontractors and any authorized person acting on their behalf, of the United States Environmental Protection Agency ("EPA"), the State of New Jersey, and the signatory defendants to the Consent Decree related to the Property to be entered in the United States District Court for the District of New Jersey, entering and having immediate, continued and uninterrupted access to the Property and any adjacent property owned by Lone Pine Corporation for the following purposes:

- * Performance of soil, water, air sampling and other actions relating to the investigation of surface or subsurface contamination
- * Activities related to the preparation of detailed design specifications to carry out the remedial alternatives (the "Remedy") selected for the Lone Pine Landfill Superfund Site
- * Implementation of the Remedy as approved or amended by EPA
- * Activities relating to the Operation and Maintenance and Long Term Monitoring of the Remedy
- * Any other activities authorized by EPA or undertaken under the terms of the Consent Decree.

Prepared by:



Joanne M. Walker, Esquire

DB5010-0032

I understand that these actions are undertaken pursuant to EPA's response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq.

4/25/90

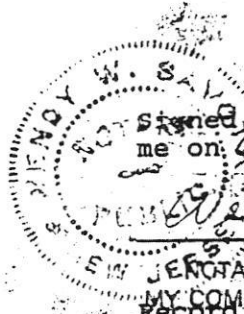
Date

John W. O'Mara
John W. O'Mara, Esquire
Attorney for Lone Pine, Inc.

STATE OF NEW JERSEY COUNTY OF MONMOUTH SS.:
I CERTIFY that on April 25, 1990 .

JOHN W. O'MARA
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the attorney for Lone Pine, Inc., the corporation named in this document;
- (b) this document was signed and delivered by this person as a voluntary act duly authorized by Lone Pine, Inc.;
- (c) this person knows the proper seal of the corporation which was affixed to the document; and.
- (d) this person signed this proof to attest to the truth of these facts.


 Signed and sworn to before
 me on April 25, 1990.
Wendy W. Savoth
 WENDY W. SAVOTH
 SECRETARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES NOV. 27, 1994
 Record and Return:
 Joanne M. Walker
 Manta and Welge PK-17
 Suite 600
 1040 North Kings Highway
 Cherry Hill, NJ 08034

031643

RECORDED
 MONMOUTH COUNTY
 CLERKS OFFICE
 10:29 AM
 JUN 27 1990
 JANE G. CLAYTON
 COUNTY CLERK
 MICHAEL N.J.

DB5010-0033

END OF DOCUMENT