

**CITY OF CAMDEN REDEVELOPMENT AGENCY**  
**RESOLUTION SUMMARY**

Economic Development

Resolution No.: 02-10-16A

Resolution Title:

**Resolution Authorizing the Grant to the New Jersey Economic Development Authority of a Deed Restriction for Recreation /Conservation on Property Designated as Block 62 Lots 38 and 45 on the City of Camden Tax Map and Located in the Downtown Redevelopment Area.**

Project Summary:

- The CRA received a grant of \$269,034.02 from the Hazardous Discharge Site Remediation Fund (HDSRF Grant) which will be used to pay for 75% of the cost of remediating the open space portion of the Poets' Walk project (ABC Barrel Site).
- The administrator of the HDSRF Grant, the New Jersey Economic Development Authority, requires that in order to receive the grant, the CRA must agree to record a Deed Restriction in order to ensure that the property (Block 62 Lots 38 and 45) is preserved as public open space.

Purpose of Resolution:

Authorize a Declaration of Deed Restriction

Award Process:

N/A

Cost Not To Exceed:

N/A

Total Project Cost:

\$358,712.02

Source of Funds:

HDSRF and US EPA grants

02-10-16A

**Resolution Authorizing the Grant to the New Jersey Economic Development Authority of a Deed Restriction for Recreation /Conservation on Property Designated as Block 62 Lots 38 and 45 on the City of Camden Tax Map and Located in the Downtown Redevelopment Area.**

**WHEREAS**, the City of Camden Redevelopment Agency (“CRA”) is charged with the duty of redevelopment throughout the City of Camden; and

**WHEREAS**, the CRA is the owner of and intends to redevelop a portion of the former ABC Barrel Site, which portion is designated as Block 62 Lots 38 and 45 (the “CRA Property”) on the City of Camden Tax Map, as new public green space and new public roadway in connection with the proposed Poets’ Walk project; and

**WHEREAS**, the New Jersey Hazardous Discharge Site Remediation Fund (“HDSRF”), administered by the New Jersey Economic Development Authority (“EDA”) provides municipalities with grants of up to 75% of the cost of the remedial action for projects involving the redevelopment of contaminated property for recreation and conservation purposes, provided that the use of the property for recreation and conservation purposes is included in the comprehensive plan for the redevelopment of the contaminated property and provided that use of the property is preserved for recreation and conservation purposes by conveyance of a deed restriction granted to the EDA; and

**WHEREAS**, subject to the CRA entering into a Declaration of Deed Restriction, the EDA awarded the CRA a HDSRF Grant in the amount of \$269,034.02 for the purpose of remediating the CRA Property for recreation and conservation purposes; and

**WHEREAS**, by Resolution 12-04-14B the CRA authorized the acceptance of the above referenced grant.

**NOW THEREFORE BE IT RESOLVED**, by the governing body of the City of Camden Redevelopment Agency, that, as consideration for the award of the HDSRF Grant, the Executive Director, a duly authorized representative of the Agency, is hereby authorized and directed to enter into a Declaration of Deed Restriction, the form of which is attached as Exhibit A and thereby grant a Deed Restriction to the New Jersey Economic Development Authority concerning the CRA Property designated as Block 62 Lots 38 and 45 of the City of Camden Tax Map; and

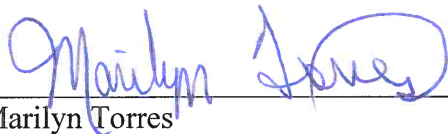
**BE IT FURTHER RESOLVED**, that the Executive Director, or her designee, is hereby authorized and directed to take all actions and execute all documents, including the recordation of the deed restriction, necessary to carry out the purposes of this resolution.

02-10-16A (cont'd)

ON MOTION OF: Sheila Davis

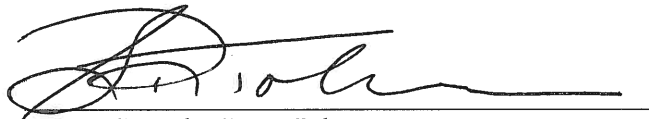
SECONDED BY: Kenwood Hagamin, Jr.

COMMISSIONER	AYES	NAYS	ABSTENTIONS
Marilyn Torres	✓		
Sheila Davis	✓		
Vance Bowman			
Kenwood Hagamin, Jr.	✓		
Ian K. Leonard	✓		
Jose J. Ramos	✓		
Maria Sharma	✓		



Marilyn Torres  
Chairperson

ATTEST:



Sandra Ross Johnson  
Executive Director

The above has been reviewed and approved as to form.



Mark P. Asselta, Esq.  
Board Counsel

**EXHIBIT A**

---

**DECLARATION OF DEED RESTRICTION**

**THIS DECLARATION OF DEED RESTRICTION (“Deed Restriction”)**

is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by the City of Camden Redevelopment Agency whose address is 520 Market Street, 13<sup>th</sup> Floor, Camden, County of Camden New Jersey 08101 (“Declarant”) in favor of the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, having an address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990 (“EDA”).

**WITNESSETH:**

WHEREAS, Declarant is the owner in fee simple of certain real property and the improvements thereon located in the City of Camden and County of Camden, State of New Jersey designated as Lots 38 and 45, Block 62 of the official Tax Map of the City of Camden (the “CRA Lots”); and

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

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

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

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

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

**02-10-16A (cont'd)**

preserved for recreation and conservation purposes by conveyance of a deed restriction, which shall be recorded and indexed with the deed in the registry of deeds for the county in which the Property is located; and

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

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

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

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

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

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

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

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

**02-10-16A (cont'd)**

- (b) The NJDEP has approved a Remedial Action Work (“RAW”) Plan on January 24, 2012 and the Declarant has retained an LSRP for the site to implement the RAW. The implementation of the RAW includes a remedy that will involve excavation and capping work. Declarant agrees to effectuate the remediation in a timely manner consistent with the terms of the RAW.
- (c) Declarant, or Declarant’s assignee, retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Property. Declarant, or Declarant’s assignee, agrees at all times to use reasonable efforts to maintain the Property in a good and sound state of repair and shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Declarant.
- (d) Declarant agrees not to obstruct the substantial and regular opportunity of the public to access and utilize the Property when it has been designated for recreational activities; and
- (e) Declarant and its successors and assigns forever reserve the fee title to the Property and incidents of ownership therein, other than the Deed Restriction, all to the extent not inconsistent with the terms and purposes of the Deed Restriction granted herein.

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

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

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

**02-10-16A (cont'd)**

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

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

- (a) to enjoin and/or cure such Violation;
- (b) to enter upon the Property and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Property affected by such Violation to the condition that existed prior thereto;
- (c) to seek or enforce such other legal and/or equitable relief or remedies as the EDA deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Deed Restriction; or
- (d) to exercise any rights and remedies it may have against Declarant under the HDSRF Grant agreement, which rights and remedies shall be applicable to Declarant's successors and assigns under this Deed Restriction.

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

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



**02-10-16A (cont'd)**

10. Enforcement. Enforcement of the terms of this Deed Restriction shall be at the discretion of the EDA, and any forbearance by the EDA to exercise its rights under this Deed Restriction in the event of any Violation by Declarant shall not be deemed or construed to be a waiver by the EDA of such term or of any subsequent Violation of any of the EDA's rights under this Deed Restriction. No delay or omission by the EDA in the exercise of any right or remedy upon any Violation by Declarant shall impair such right or remedy or be construed as a waiver of such right or remedy.

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

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

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

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

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

To the New Jersey Economic Development Authority:  
New Jersey Economic Development Authority  
36 W. State Street  
P.O. Box 900  
Trenton, NJ 08625-0990

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



**02-10-16A (cont'd)**

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

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

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

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

19. Miscellaneous.

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

*(Signatures follow on next page)*

02-10-16A (cont'd)

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

DECLARANT:

By: \_\_\_\_\_  
Name: Sandra Ross Johnson  
Title: Executive Director

ATTEST:

\_\_\_\_\_, Secretary

STATE OF NEW JERSEY                    )  
  )  
COUNTY OF                    )         ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in \_\_\_\_\_ and \_\_\_\_\_ for said \_\_\_\_\_ County and \_\_\_\_\_ State, personally appeared

\_\_\_\_\_

\_\_\_\_\_

known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed this instrument.

WITNESS my hand and official seal.

Notary Public \_\_\_\_\_

Exhibit A

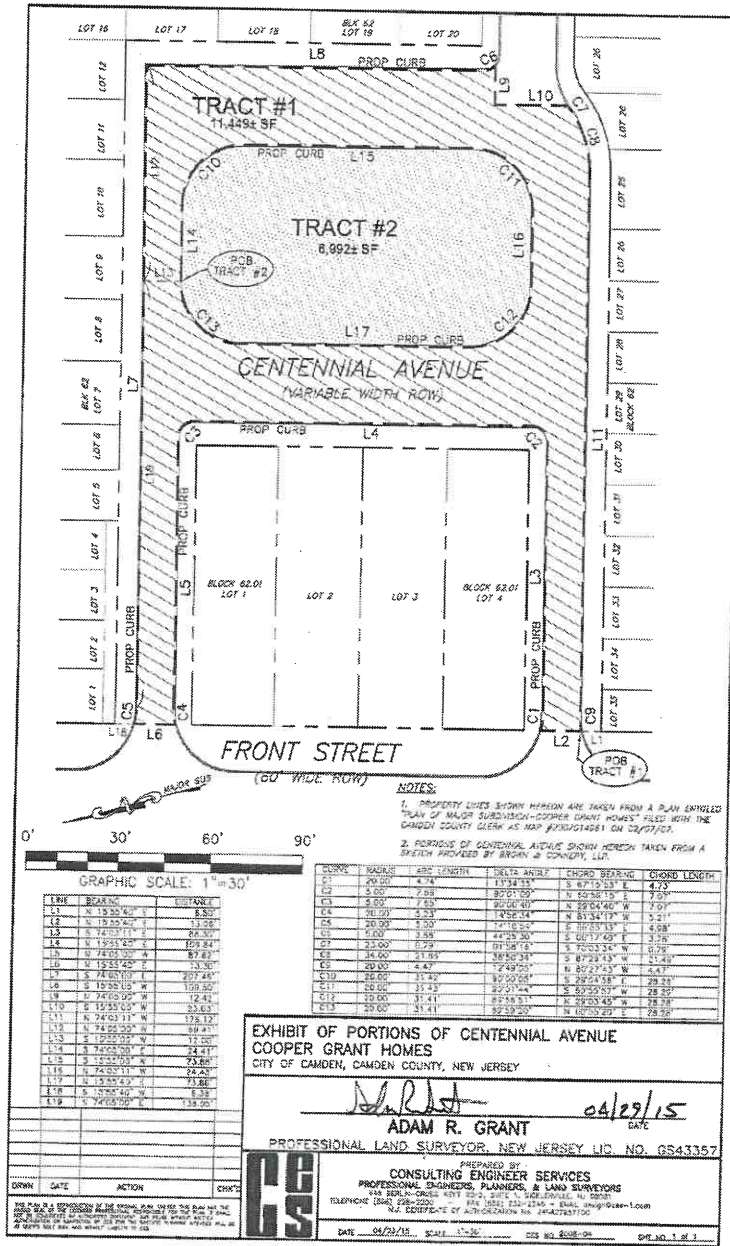


Exhibit B



**consulting engineer services**  
Engineers, Planners, and Land Surveyors

Henry J. Haley, PE, PP, CME  
President

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

Margaret Kulik, PLS  
Vice President

April 23, 2015

DESCRIPTION

**TRACT #1**  
**ACROSS**  
**PORTION OF CENTENNIAL AVENUE**

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

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

LANDS SITUATE  
CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY

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

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

645 Berlin-Cross Keys Road, Suite 1, Sicklerville, NJ 08081  
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com

NJ Certificate of Authorization #24GA27957700

P:\Projects\2008-04\1\reports\legals\PO\_CENTENNIAL-T1.doc

**02-10-16A (cont'd)**

Page 2

- Minutes 17 Seconds West and a chord length of 5.21 Feet to a point in the aforementioned Easterly line of Front Street; Thence
9. Along the said line of Front Street, North 15 Degrees 55 Minutes 40 Seconds East, a distance of 13.30 Feet to a point of non-tangential curvature in the same; Thence
  10. Departing the said line of Front Street and along a curve curving to the left, having a radius of 20.00 Feet, an arc length of 5.00 Feet, an interior angle of 14 Degrees 18 Minutes 54 Seconds with a chord bearing of South 66 Degrees 55 Minutes 33 Seconds East and a chord length of 4.98 Feet to a point of tangency in the same; Thence
  11. South 74 Degrees 05 Minutes 00 Seconds East, a distance of 207.46 Feet to a point in the same; Thence
  12. South 15 Degrees 55 Minutes 05 Seconds West, a distance of 109.50 Feet to a point of curvature in the same; Thence
  13. Along a curve curving to the left having a radius of 5.00 Feet, an arc length of 3.88 Feet, an interior angle of 44 Degrees 25 Minutes 30 Seconds with a chord bearing of South 06 Degrees 17 Minutes 40 Seconds East with a chord length of 3.78 Feet to an angle point in the same; Thence
  14. North 74 Degrees 05 Minutes 00 Seconds West, a distance of 12.42 Feet to a point in the same; Thence
  15. South 15 Degrees 55 Minutes 05 Seconds West, a distance of 23.63 Feet to a point of non-tangential curvature in the same; Thence
  16. Along a curve curving to the left having a radius of 23.00 Feet, an arc length of 0.79 Feet, an interior angle of 01 Degrees 58 Minutes 16 Seconds with a chord bearing of South 70 Degrees 03 Minutes 34 Seconds West and a chord length of 0.79 Feet to a point of reverse curvature in the same; Thence
  17. Along a curve curving to the right having a radius of 34.00 Feet, an arc length of 21.86 Feet, an interior angle of 36 Degrees 50 Minutes 34 Seconds with a chord bearing of South 87 Degrees 29 Minutes 43 Seconds West and a chord length of 21.49 Feet to a point of tangency in the same; Thence
  18. North 74 Degrees 03 Minutes 11 Seconds West a distance of 176.12 Feet to a point of curvature in the same; Thence
  19. Along a curve curving to the left having a radius of 20.00 Feet, an arc length of 4.47 Feet, an interior angle of 12 Degrees 49 Minutes 05 Seconds with a chord bearing of North 80 Degrees 27 Minutes 43 Seconds West with a chord length of 4.47 Feet to a point and place of BEGINNING.

**02-10-16A (cont'd)**

Page 3

EXCEPTING thereout and therefrom the following portion of Centennial Avenue:

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

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

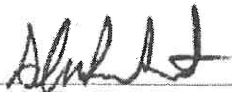
CONTAINING an area of 11,449± SF (0.263± AC)

02-10-16A (cont'd)

Page 4

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

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



---

ADAM R. GRANT

Professional Land Surveyor

New Jersey License No. GS43357





**consulting engineer services**  
Engineers, Planners, and Land Surveyors

Henry J. Haley, PE, PP, CME  
President

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

Margaret Kulik, PLS  
Vice President

April 23, 2015

DESCRIPTION

TRACT #2  
ACROSS  
PORTION OF CENTENNIAL AVENUE

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

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

LANDS SITUATE  
CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY

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

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

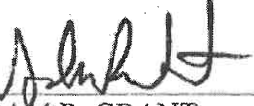
645 Berlin-Cross Keys Road, Suite 1, Sicklerville, NJ 08081  
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com  
NJ Certificate of Authorization #24GA27957700

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

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

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

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

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