

# TOWN OF HARRISON

## *Municipal Public Access Plan*

*Submitted by:*

**Town of Harrison (Hudson County), New Jersey**

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**{Date of NJDEP Approval}**

*Adoption by the Town*

**{Date of Municipal Adoption}**



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*Approval of this plan does not eliminate the need for any Federal, State, County or municipal permits, certifications, authorizations or other approvals that may be required by the Applicant, nor shall the approval of this plan obligate the Department to issue any permits, certifications, authorizations or other approvals required for any project described in this plan.*



## ***Acknowledgements***

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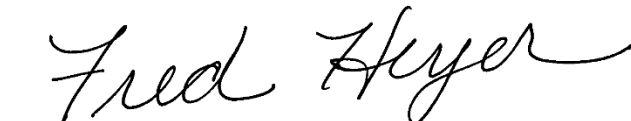
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## ***Introduction***

The intent of this document is to provide a comprehensive public access plan for the Town of Harrison (Hudson County) which lays out their vision for providing access to tidal waters and shorelines within the municipal boundary. This Municipal Public Access Plan (MPAP) was developed in accordance with N.J.A.C. 7:7E-8.11 and in collaboration with the New Jersey Department of Environmental Protection (NJDEP), and has been approved by the NJDEP. The development and implementation of this MPAP supports the policy of local determination of public access locations and facilities, while safeguarding regulatory flexibility and potential funding opportunities for the Town of Harrison.

Public rights of access to and use of the tidal shorelines and waters, including the ocean, bays, and tidal rivers, in New Jersey are founded in the Public Trust Doctrine. First set by the Roman Emperor Justinian around A.D. 500 as part of Roman civil law, the Public Trust Doctrine establishes the public's right to full use of the seashore as declared in the following quotation from Book II of the Institutes of Justinian:

“By the law of nature these things are common to all mankind – the air, running water, the sea, and consequently the shores of the sea. No one, therefore, is forbidden to approach the seashore, provided that he respects habitations, monuments, and the buildings, which are not, like the sea, subject only to the law of nations.”

Influenced by Roman civil law, the tenets of public trust were maintained through English common Law and adopted by the original 13 colonies. Following the American Revolution, the royal right to tidelands was vested to the 13 new states, then to each subsequent state, and has remained a part of public policy into the present time. Through various judicial decisions, the right of use upheld by the Public Trust Doctrine has been incorporated into many state constitutions and statutes, allowing the public the right to all lands, water and resources held in the public trust by the state, including those in New Jersey.

The NJDEP adopted new rules governing public access on November 5, 2012 that enable municipalities to develop and adopt MPAPs to govern public access within their municipality. This MPAP consists of an inventory of public access locations, plus plans to preserve and enhance access based on community needs and State standards.

On November 1, 2013 representatives from the Town of Harrison met with NJDEP staff to begin the public access planning process. This plan was then developed in collaboration with the NJDEP, Town administration officials, the Harrison Redevelopment Agency, area stakeholders, private developers, and the Town's planning consulting firm (Heyer, Gruel & Associates) and was presented to the Planning Board on **{date}** and was approved for submission to the NJDEP on **{date}**. Upon receiving approval from the NJDEP on **{date}**, the MPAP was incorporated into the Community Facilities Element of the Master Plan by resolution on **{date}**. Incorporation into the Master Plan, and final approval of this MPAP by the NJDEP, was recognized by Public Notice in the NJDEP Bulletin. All public access decisions made within the Town of Harrison will be consistent with this plan.

### ***Authority for Municipal Public Access Plans***

The authority for a municipality to develop a MPAP is derived from the Coastal Zone Management Rules, N.J.A.C. 7:7E, adopted by NJDEP on November 5, 2012. The premise of the authorization of Municipal Public Access Plans is that public access to tidal waters is fundamentally linked to local conditions. Municipalities have a better awareness and are more responsive to these conditions than a broader State “one size fits all” mandated public access plan.

The voluntary development of a MPAP by the Town of Harrison enables the municipality to better plan, implement, maintain, and improve the provision of public access for its residents and visitors. The MPAP will be incorporated into the Community Facilities Plan Element of the Town’s Master Plan, in accordance with the Municipal Land Use Law (N.J.S.A 40:55D). The MPAP, as an official component of the municipal Master Plan, informs and/or identifies public access requirements associated with any proposed development or redevelopment project.

Upon approval of the MPAP by the Department and incorporation into the Master Plan, the Town of Harrison will be responsible for ensuring that public access to tidal waterways along the municipality’s shorelines is provided in accordance to this plan. For each new public access project, the Town of Harrison will provide NJDEP with a letter confirming its consistency with this MPAP. Any permit issued by the NJDEP will reflect this and ensure that public access requirements are satisfied in accordance to this plan. Per N.J.A.C. 7:7E -8.11(j)4, the Town of Harrison is required to submit a progress report on plan implementation to NJDEP within five (5) years from date of plan adoption.

The sections of this plan as indicated below are prescribed by the Coastal Zone Management Rules, N.J.A.C. 7:7E, adopted by NJDEP on November 5, 2012.

### ***State of New Jersey Public Access Goals***

Through the New Jersey Coastal Zone Management Rules (see N.J.A.C 7:7E-1.1 (c)), the State of New Jersey establishes a broad set of coastal protection goals, including the following specifically addressing public access...

- Effectively manage ocean and estuarine resources through sustainable recreational and commercial fisheries, as well as through the safe and environmentally sound use of coastal waters and beaches.
- Provide meaningful public access to and use of tidal waterways and their shores.
- Preserve public trust rights to tidal waterways and their shores.
- Preserve and enhance views of the coastal landscape to enrich aesthetic and cultural values and vital communities.

- The enhancement of public access by promoting adequate affordable public facilities and services.
- Create and enhance opportunities for public access to tidal waterways and their shores, on a non-discriminatory basis.
- Maintain all existing public access to, and along tidal waterways and their shores.
- Provide opportunities for public access to tidal waterways and their shores through new development.
- Provide public access that does not create conditions that may be reasonably expected to endanger public health and safety, damage the environment, or create significant homeland security vulnerability.

The Town of Harrison Municipal Public Access Plan embraces and reflects these goals and will help preserve, protect, and enhance the public's ability to access the Public Trust lands which surround the Town.



## ***I. Municipal Public Access Vision***

### ***A. Overview of Municipality***

#### ***1. Municipal Description***

The Town of Harrison is a 1.3 square mile dense, urban, working class community located on the western edge of Hudson County, along the eastern banks of the Passaic River. To the north and east of Harrison lies the Town of Kearny, to the northwest lies the Borough of East Newark, and the west and south lies the City of Newark. The historic development of the western Hudson County area was greatly influenced by its location adjacent to the Passaic River. As in other industrialized areas of the state, the rivers were used to transport goods into and out of the county, to other points in the region, and overseas. Harrison has been working for over a decade to transform the southern side of Town with a proposed mixed use, waterfront development plan linking its residents, new and old, to the Passaic River.

The Passaic River Waterfront (12,513 linear feet) is a key component in the Town of Harrison's Waterfront Redevelopment Plan. Through new public access and connections to the Passaic River, the Town hopes to transform 250 acres of historically industrial waterfront blocked off from the public into a vibrant mixed-use transit oriented waterfront development. Through the Municipal Public Access planning process, the Town of Harrison hopes to enhance further and complement its existing plans for river access and develop a complete vision and plan to guide public access along the River in the future.

Due to the Harrison Waterfront Redevelopment Plan, the Town is seeing the results of its efforts, which validate Harrison's long term vision for the area.

Overall, there has been over \$287 million of public funds expended or committed to the redevelopment of the area and over one billion dollars of private investment expended or committed in the short term. The transformation of the redevelopment area into a mixed use transit oriented waterfront development has already seen the development of the world class Red Bulls soccer stadium, parking structures, mixed use commercial and residential projects, two new hotels, a section of the waterfront walkway, and major capital investments and upgrades to the Harrison PATH station.



Future development will include commercial and residential projects, additional hotels, public open space and community facilities, additional parking structures and further capital investments to the PATH station and street network. Not surprisingly, much of the waterfront area is located in the 100 year flood plain. As a result the Waterfront Redevelopment Plan recognized the need to address flooding.

The Passaic River Waterfront is planned as a companion to the USACE flood control project and is outlined in the Waterfront Redevelopment Plan. Rather than cordon the public off from the waterfront through construction of a floodwall, the Town decided to capitalize on the project by incorporating a public waterfront walkway and park component into the flood control plan. The two projects will be coordinated in order to reduce costs and to increase efficiency. The waterfront, including the walkway is envisioned to be a place of public recreation, relaxation, and gathering throughout the day and evening. It will be an attraction for the residents of Harrison and will attract others as well.

The Harrison Waterfront will be a part of the regional Passaic River waterfront that is being developed throughout many adjacent towns including Kearny and Newark. Just recently the Passaic River was added to the Urban Waters Federal Partnership which strives to reconnect urban communities with their waterways while improving coordination among federal agencies and local organizations to promote the river's economic, environmental, and social benefits.

*Map 1: Harrison Regional Context Map. Map 1 is located in Appendix 2.*



## **2. Public Access Description**

Public Access in the Town of Harrison is provided by the municipality and consists of a variety of access points and facilities including the waterfront walkway that currently stretches from the Town's north boundary along the Passaic River to Harrison Ave, and from Warren Street to Bergen Street. Public access to the Waterfront Walkway is currently available along Cleveland Avenue, Harrison Avenue, and Warren Street.

The Town and developers of properties along the Passaic River have been actively engaged in expanding the waterfront walkway with additional sections currently under construction. The current Waterfront Walkway is designed with a set of design standards for lighting, benches, and materials to ensure consistency as the walkway is expanded. In several locations, a waterfront easement has been established along the River, 30 feet from the River's bank to allow for the walkway to be constructed and uninterrupted when fully completed.

Future expansions of the Waterfront Walkway are planned that will allow access along the entirety of the Passaic River waterfront in the Town. The Town of Harrison protects and ensures public access through a variety of agreements with developers in the Town as part of Harrison's Waterfront Redevelopment Plan. Future construction of the waterfront walkway is planned to be financed by Green Acres funding and/or planned mixed use developments in the redevelopment area along the Passaic River Waterfront.

In the Town of Harrison's Master Plan and Waterfront Redevelopment Plan, a public park is proposed along the waterfront and Cape May Street between Frank E. Rodgers Blvd and Pete Higgins Blvd.

The overall goal of this MPAP is to establish the Town of Harrison's plan to maintain and enhance all existing public access locations to and along tidal waterways and their shores.

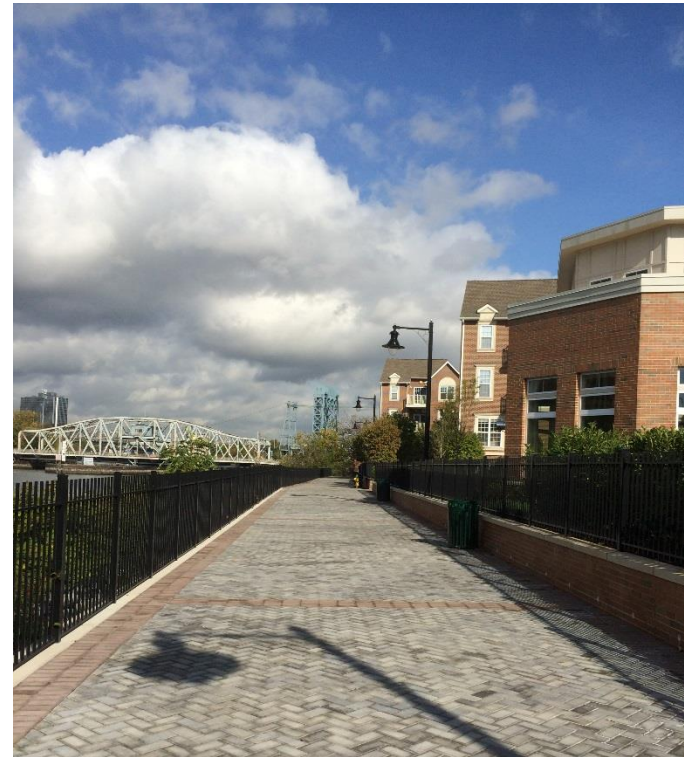


*Map 2: Harrison Tidal Waterways and Lands shows all the tidal waterways within the municipality and all lands held by the municipality. Map 2 is located in Appendix 2.*

## **B. Municipal Public Access Goals and Objectives**

As part of the planning process, this MPAP has been reviewed and is consistent with the following goals/elements/policies established in the 2006 Harrison Master Plan:

1. Vision, Goals and Objectives Element
  - a. The vision statement of the Master Plan, identifies redeveloping the waterfront area as a priority.
  - b. Under Community Facilities and Services, a stated objective is to preserve and improve the existing system of parks and recreation facilities and pursue opportunities to increase the number of parks and recreation facilities in the Town.
2. Land Use Plan Element
  - a. Within the Harrison Waterfront Redevelopment Area, the Parks/ Walkway District has been outlined. The purpose of this district is to provide an area of open space in the waterfront area east of Frank E. Rodgers Boulevard as well as a continuous walkway for public access along the water's edge for active and passive recreation, which will allow the public to benefit from the scenic value of the Passaic River. The waterfront walkway is envisioned to be the public promenade for the Town of Harrison, much like the Hudson River Walkway is on the eastern edge of the County. Permitted uses consist of parks, recreation, open space and waterfront walkway. The minimum width of the walkway right-of-way width is thirty (30) feet. The walkway itself must be sixteen (16) feet in unobstructed width. All development projects must develop, maintain and manage a section of the walkway coincident with the shoreline of the development property and shall allow unrestricted public access to the walkway.
3. Community Facilities Plan Element
  - a. An issue identified in this element is the continued need for additional, expanded, and/or improved parks and recreational facilities. More green space and greenways within the Town are needed as well as more active and passive recreation space.



In addition to those goals outlined within the Master Plan and the three State required goals below, the Town of Harrison establishes the following as goals specifically for public access:

1. All existing public access shall be maintained to the maximum extent practicable and expanded as proposed in the Waterfront Redevelopment Plan
2. Maintain safe and adequate access locations for fishing and recreation activities
3. Provide clear informative signage for access locations
4. Incorporate resiliency through flood control mitigation techniques as a component of the MPAP
5. Coordinate Harrison's waterfront public access in accordance with regional planning efforts along the Passaic River to create a comprehensive plan for waterfront access



## ***II. Existing Public Access***

### **A. Public Access Locations**

The Town of Harrison is in the process of a multi-year effort to improve the Town's public access along the Passaic River Waterfront. The Harrison Waterfront Redevelopment Plan provides for waterfront amenities, including a handicap accessible waterfront walkway and park, which will give the entire Town a valuable resource that is currently sorely neglected and grossly underutilized. The public has not had access to the waterfront for several generations. When the public walkway and park are completed, they will remain within the public domain and will provide a significant recreational amenity to the Town. In addition to providing public open space, the walkway will also incorporate flood control measures, to the extent feasible, which will protect the Town from the damaging effects of flooding from the Passaic River.

Recently constructed sections of the waterfront walkway totaling 1,253 linear feet, include the following:

- Passaic Avenue (northern town boundary with East Newark) to Harrison Street (705 linear feet)
- Warren Street to Bergen Street (548 linear feet)

All sections of the walkway were constructed through the redevelopment of parcels adjacent to the River including the Hampton Inn and River Park Condominiums. The walkway has also been completed along the existing Hess station river frontage at the corner of Passaic and Harrison Avenues adjacent to the hotel. The Town received a \$470,000 mobility grant from NJDOT in order to construct the Hampton Inn Walkway, and also received \$215,000 from the County Open Space Trust Fund to construct the walkway along the Hess Station river frontage.



Access to the walkway is located at:

- Cleveland Avenue
- Harrison Avenue
- Warren Street
- Sussex Street
- Bergen Street

Parking is available:

- On the streets surrounding the access points to the waterfront walkway
- In the Harrison Parking Authority parking deck located on Somerset Street.



The Harrison Waterfront Redevelopment Area is a walkable and transit oriented neighborhood with the Harrison PATH Station located less than a 3 blocks away from the walkway.

*Map 3: Town of Harrison Public Access Locations, identifies an inventory of all public access locations within the Town of Harrison whether they are currently Utilized, Restricted, Un-utilized along with their attributes of improvements, and activities. See Table 1 which provides detailed information needed for each location. Both are located in Appendix 2.*

## **B. Improved Public Access Locations**

The Town of Harrison has been actively implementing improvements to increase public access to the Passaic River Waterfront as part of the goals and objectives of the Waterfront Redevelopment Plan. The continued construction of the waterfront walkway through redevelopment agreements and federal and state grants will reclaim the waterfront for public use by creating an active riverfront area.

The Passaic River waterfront walkway is planned as a companion to the USACE flood control project. Rather than cordon the public off from the waterfront through construction of the floodwall, the Town decided to capitalize on the project by incorporating a public waterfront walkway and park component into the flood control plan. The two projects are coordinated in order to reduce costs and to increase efficiency. The walkway will ultimately extend from the Interstate 280 Stickel Bridge south and will terminate just east of the Jackson Street Bridge in the planned waterfront park. Almost the entire waterfront is proposed to include the continuous waterfront walkway.

Within the Harrison Waterfront Redevelopment Plan the Parks/ Walkway District is located along almost the entirety of the redevelopment area's waterfront (7,686 linear feet), excluding the PATH rail yards. The district is identified as providing an area of open space and a

continuous walkway for public access parallel to the water's edge for active and passive recreation, which will allow the public to benefit from the scenic value of the Passaic River. The waterfront walkway is envisioned to be the public promenade for the Town of Harrison, much like the Hudson River Walkway is on the eastern edge of Hudson County. It should incorporate the design theme set forth in the Design Standards. Uses adjacent to the walkway shall provide the walkway into their design. Permitted and accessory uses include parks, recreation, open space, waterfront walkway and street furniture.

Within the Parks/Walkway District the minimum walkway right-of-way width is specified as thirty (30) feet and with a minimum of sixteen (16) feet in unobstructed width. Additional width may be provided in areas with additional amenities such as benches or planters.

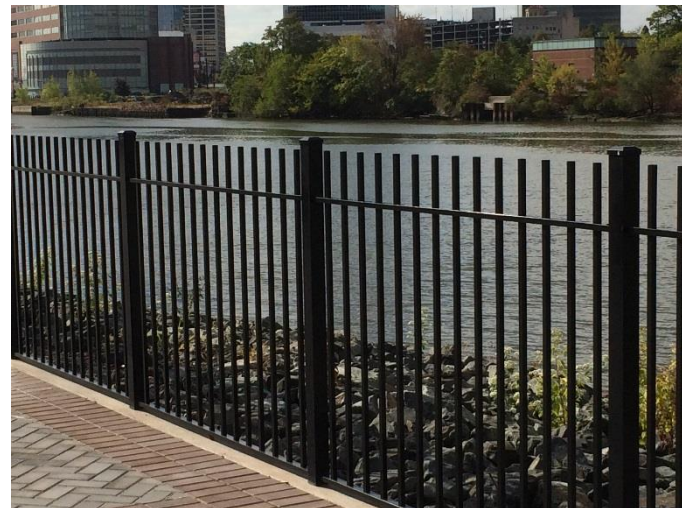
*Map 4: Town of Harrison Preferred Public Access Locations, provides an inventory of the preferred, existing and proposed, public access locations that provide access to public trust lands and waters. See Table 2 which provides detailed information on each proposed location. Both are located in Appendix 2.*

### C. Limitations to Public Access

As the Town of Harrison has continued to implement its vision for redeveloping the once industrial waterfront into a mixed use transit oriented neighborhood, several limitations to public access persist. Gaps within waterfront walkway are numerous, however recently announced projects along the waterfront between the Amtrak/NJ Transit/ PATH rail lines and Harrison Avenue, will significantly improve access and continuity of the walkway.

#### 1. Temporary Restrictions

- Harrison Avenue to Warren Street (345 linear feet): Currently access is limited in this area due to the existing auto related/



lumber yard uses on site. HornRock Development is currently in the approval process to construct an \$85 million 270+ unit apartment building on this site that will include 15,000 square feet of retail space and construction of the waterfront walkway linking two previously constructed portions of the waterfront walkway.

- Bergen Street to Amtrak/NJ Transit/ PATH rail lines (2,542 linear feet): Currently access is limited in this area due to a variety of industrial and commercial uses, as well as parking lots. Between Railroad Avenue and the Amtrak railroad bridge (1,885 linear feet), the Town has submitted a Green Acres application for acquisition of open space along with the extension of the waterfront walkway.
- PSEG Property (1,858 linear feet): The PSEG property located between the Amtrak/ NJ Transit/ PATH rail lines and Frank E Rodgers Blvd currently restricts access to this part of the waterfront. The site requires remediation from environmental issues. The Harrison Waterfront Redevelopment Plan proposes this site be redeveloped with commercial uses between 10 and 25 stories in height with a waterfront walkway along the River. Currently no development is planned for the site. Upon redevelopment, the restriction would be removed.
- Frank E Rodgers Blvd to PATH Rail Yard (1,756 linear feet): Currently access is limited in this area due to unimproved parcels. Planned for this area is a waterfront park and walkway.
- Currently restrictions are in place by NJDEP in the tidal Passaic River, which includes the Harrison Waterfront, on eating all fish and shell fish as well as harvesting and eating blue crabs due to high levels of pollution.
- Swimming is not recommended in the tidal Passaic River due to high levels of pollution.
- Boating is restricted along the Harrison waterfront due to the lack of a boat launch in the Town.



## **2. Permanent Restrictions**

- PATH Rail Yard (4,477 linear feet): Currently access is restricted in this area due to the presence of the PATH rail yard on site, therefore permanent restrictions to the waterfront adjacent to this area are in place due to public safety and homeland security.

### ***III. Community Needs Assessment***

The Town of Harrison has performed a community needs assessment. The methods and results are described in the following section. Not unlike other urban communities, Harrison has a shortfall in open space, parks, and recreation areas particularly as it relates to State and County standards. This community need has been identified in the Town's planning documents for over 35 years.

Since there is a lack of available vacant land, the redevelopment of the former industrial area provided a method to address this identified community need. The Waterfront Redevelopment Plan specifically addressed this community need by requiring a waterfront walkway and open space areas along the Passaic River. Some of these areas have been constructed. In the 2006 Master Plan, the document specifically identified community needs as it relates to parks and open space. Based upon the New Jersey standards there was an identified deficit of 74 acres in Harrison.

As part of the statutory requirements for the 1998 Harrison Waterfront Redevelopment Plan, a public outreach process consisting of stakeholder meetings and public hearings was conducted to gain input from the community. During the Plan's updates in 2003 and 2012, stakeholder and partner input was included in the updated goals, objectives, and priorities of the Plan. Through this public outreach process the Town of Harrison has established partnerships with a variety of entities and constituents including:

- The citizens and business owners of Harrison
- Private redevelopers
- Hudson County
- Hudson County Economic Development Corporation
- Hudson County Improvement Authority
- The City of Newark
- Passaic Valley Sewerage Commission
- PSE&G
- The Port Authority of NY & NJ
- NJ Transit
- NJ Department of Environmental Protection
- NJ Department of Community Affairs
- NJ Department of Transportation
- NJ Housing and Mortgage and Finance Agency
- NJ Economic Development Authority
- NJ Small Business Administration
- North Jersey Transportation Planning Authority
- US Army Corps of Engineers

One of the overall goals of the Harrison Waterfront Redevelopment Plan is related to improving public access along the Passaic River. Several other initiatives in surrounding communities are underway to reconnect these communities with the once heavily industrialized Passaic River waterfront. The intent of these initiatives is to have a multijurisdictional waterfront walkway similar to the Hudson River Waterfront Walkway in eastern Hudson County. Kearny adopted a Waterfront Redevelopment Plan which also includes a waterfront walkway. The City of Newark, directly across from Harrison has already constructed and opened a riverfront park in the Ironbound, and is currently remediating and constructing expansions along the River in the Downtown area.



*Newark Riverfront Walkway, Essex County Parks System*

Two highlighted benefits of the Redevelopment Plan include:

- “Greater access to improved public open space such as the waterfront walkway and the planned public park and plazas”
- “Protection from the hazards and consequences of flooding”

These benefits directly relate to the Redevelopment Plan’s stated goals which include:

- “To acknowledge the significance of the Passaic River waterfront to the Area, to incorporate public access to the River in the plan and to locate appropriate uses along the River which will capitalize on the views and other attributes that the River affords”
- “To support the US Army Corps of Engineers’ Passaic River Flood Control Project for the Town and to incorporate the floor control design into the Plan”

Additionally the waterfront walkway is consistent with the Town of Harrison 2007 adopted Master Plan, the 2002 Hudson County Master Plan and the 2005 County Open Space and Recreation Plan. It is also consistent with the efforts of the City of Newark which is across the Passaic River from the Town and walkway.

The Waterfront Park/Walkway supports the following goals and action strategies, as outlined in the Hudson County Open Space and Recreation Plan adopted in 2005 and updated in 2013:

- Provide accessible recreation opportunities to all Hudson County Residents

- Provide for scenic walkways and bikeways along the waterfront
- Expand existing parks and encourage development of new parks where feasible
- Provide green spaces for public enjoyment in all Hudson County communities
  - Identify vacant parcels in each municipality as possible green spaces
  - Identify new opportunities for small, local vest pocket parks throughout the county
- Ensure completion of the Hudson, Hackensack and Passaic Riverfront Walkways
  - Passaic River Walkway
  - Work with private developers to ensure inclusion of walkways in each waterfront development project
- Protect important view sheds throughout Hudson County
  - Ensure completion of riverfront walkways
  - Ensure that new development provides public access to waterfront areas, recreational facilities and open space
- Link proposed and existing recreation areas into an open space network
  - Provide scenic walkways and bikeways along the Hudson, Hackensack and Passaic River waterfronts
  - Complete proposed walkways and bikeways

The Waterfront Park/Walkway is also consistent with the Hudson County Urban Complex Strategic Revitalization Plan, endorsed by the State Planning Commission on January 27, 1999.

The above mentioned plans clearly outline a need for public access to the Passaic River waterfront by the current and future residents of Harrison. The specific access needs include:

1. Permanent public access to virtually all waterfront areas in the Waterfront Redevelopment Area
2. The development of waterfront parks and plazas that have access to the waterfront walkway
3. Continued support and implementation of the Waterfront Redevelopment Plan by redevelopers
4. Signage consistent with NJAC 7:7E-8.11(d)3, directing residents and visitors to the current and future access points to the Waterfront Walkway
5. Branding of the waterfront walkway to increase visibility and number of visitors
6. Waterfront amenities including seating, boat launch, fishing pier, and water taxi
7. A waterfront walkway which takes into consideration the views of the Downtown Newark skyline and capitalizes on the revitalization efforts occurring on both banks of the River.



## ***IV. Implementation Plan***

The Town of Harrison has created an Implementation Plan composed of Priorities, Preservation of Public Access Locations, Signage, Proposed Access Improvements and Facilities, and Municipal Tools for Implementation as described in the following section.

### **A. Priorities**

The Town of Harrison has developed several priorities as it continues to implement the Waterfront Redevelopment Plan. Since 1998, the Town of Harrison has identified and planned for a waterfront walkway that provides public access. Three portions of the walkway are completed totaling 1,253 linear feet. As such the Town's priorities for implementing public access continue to evolve. The current priorities include:

#### **1. Maintain Existing Public Access**

The Town of Harrison works with each redeveloper and property owner along the existing waterfront walkway to ensure that existing public access points and the waterfront walkway itself is maintained and accessible by residents and visitors. Typically with the redevelopment agreements between the Town and the redeveloper, stipulations for construction, waterfront amenities, and maintenance are developed to ensure that the walkway is kept at an acceptable condition.

#### **2. Green Acres Acquisitions**

The Town of Harrison has applied for Green Acres funding to acquire several properties along First Street and the River from NJRR Avenue to Burlington Street. The Town plans to create a park and access to the waterfront walkway to support planned redevelopment projects on adjacent properties. The Waterfront Park/Walkway is a key component of the Harrison Waterfront Redevelopment Plan. The park is located approximately 1,700 feet or a third of a mile from the PATH rail station in



Harrison, which will create a regional destination. The waterfront park/walkway will allow local and regional public access to the waterfront for passive recreation.

In addition to the existing residents of Harrison, the Park/Walkway will serve the projected residential population of the Redevelopment Area. It is estimated that at build out approximately 5,000 residential units and over 3 million square feet of non-residential space (including hotels) will be developed.

This funding source may be used for future acquisitions for the proposed waterfront park/ walkway expansion to the south along Cape May Street.

### **3. Planned Expansion to Waterfront Walkway and Public Access Locations**

Several redevelopment projects have obtained planning approvals or are in the planning phases along the proposed waterfront walkway. All of the proposed and under construction projects include the implementation and maintenance of the waterfront walkway. The Town of Harrison is actively implementing the Waterfront Redevelopment Plan to ensure public access is expanded (up to 6,239 linear feet proposed) and that a continuous walkway along the River can be achieved.

The timeline for construction is contingent upon local, county, and State approvals, market conditions, and environmental clean-up. Due to the history of the area, the need for environmental cleanup is significant and need to be completed prior to the redevelopment of specific sites. Over \$100 million of cleanup has been completed to date, as well as planning for the cleanup of the GeoChemical site and PSEG site.

The only site that may have permanent restrictions for public access is the PATH rail yards, which are not proposed to be redeveloped. All other parcels along the waterfront will be required to provide public access to the waterfront once redevelopment occurs.



#### **4. Flood Prevention projects along the Waterfront Walkway**

An important component of the walkway includes flood prevention resiliency efforts coordinated with the Army Corps of Engineers and NJDEP. The Passaic River waterfront walkway is planned as a companion to the USACE flood control project. Rather than cordon the public off from the waterfront through construction of the floodwall, the Town decided to capitalize on the project by incorporating a public waterfront walkway and park component into the flood control plan. The two projects are coordinated in order to reduce costs and to increase efficiency.

The Harrison portion of the Passaic River Tidal Flood Control Project is planned to be implemented as part of the Plan pursuant to the federal Water Resources Development Act of 1990 as amended in 1992. The Tidal Project, in general, serves to protect the communities along the tidal reach of the Passaic River from the damage of floods in conjunction with the up-river flood control projects in the Passaic River Basin. The most severe flood, the “flood of record,” occurred in 1903, with more recent floods in 1968, 1971 through 1973, two in 1975, 1984, 1992, 2011, and 2012.

The flood control project in Harrison, known as the South 1st Street levee/flood system, is a combination of floodwalls and levees. The system will provide protection to development from tidal floods from the Jackson Street Bridge to the NJ Transit rail bridge just south of the Route 280 Bridge. The entire Redevelopment Area will be protected from the 100 Year Flood. The authorized plan proposes a total of 7,450 linear feet of levee and floodwall with eight enclosures. According to the U.S. Army Corps of Engineers, the levees will total 1,750 feet in length with an average height of 6.5 feet and an average base-width of 50 feet. The floodwall portion will be 5,700 feet in length and will have an average height of 6.2 feet. A continuous line of protection would be provided



through gated structures at several sites adjacent to the Passaic River and Frank E. Rodgers Boulevard.

The project design memorandum has been completed, and the project team is working on engineering and design of the project. A Limited Reevaluation Report is being prepared to reaffirm the viability of the project. The NJDEP has provided a letter of support. Current funding is being utilized to update hydrology and hydraulics. The project will be funded primarily through the federal government. The New Jersey Department of Environmental Protection supports the project and is willing to act as the cost-sharing partner for construction.

Public access through this project will be provided consistent with the Waterfront Redevelopment Plan. The Town has worked closely with the Army Corps of Engineers on the implementation of the Redevelopment Plan to assure that the walkway is constructed and public access is permitted.

The Waterfront Walkway is located within the FEMA AE zone, which is the area subject to inundation by the 1% annual chance flood (or 100 year flood). The properties located in this zone require mandatory flood insurance due to the increased risk of frequent flooding.

*Maps 5 & 6: Town of Harrison FEMA Flood Zones and Super Storm Sandy Storm Surge Extents. Both are located in Appendix 2.*

#### **5. Environmental Remediation at PSE&G site**

The 32 acre PSE&G site (1,640 linear feet) is currently located within the Waterfront Redevelopment Area along the Passaic River waterfront and is in the process of being assessed for environmental contamination. The Town of Harrison is in communication with PSE&G so that a timely remediation can be accomplished to move forward with proposed redevelopment of the site and expansion of the waterfront walkway.

#### **B. Preservation of Public Access Locations**

The Town of Harrison has entered into three agreements with property owners and developers to create perpetual easements for the sites along the Passaic River waterfront. The three agreements, though different in nature, all accomplish the same goal of allowing public access to the waterfront. For the first sections of the walkway that were completed north of Harrison Avenue, the Town entered into two filed easement agreements allowing the Town and the Harrison Redevelopment Agency to construct and maintain the waterfront walkway. For the Hampton Inn property, a flood control project was also completed.

The third completed waterfront walkway section's easement was executed and filed under the agreement that the developer of the River Park condominiums, between Warren and Bergen Streets, would construct and maintain the waterfront walkway as public access to the River. The walkway was constructed to design standards set forth in the Waterfront Redevelopment Plan so to be consistent with future

phases. Future easement agreements are planned to be structured similar to the agreement between River Park and the Town. The three easement agreements can be found in Appendix 3.

As part of the Green Acres application currently being submitted, the Town of Harrison plans to preserve the acquired parcels as passive and active open space and list the properties on the Town's ROSI. In the future, the Town plans to expand the Waterfront Park south along the River as redevelopment continues in that area of the Waterfront Redevelopment Plan. The Town may use the same strategy for the parks expansion in the future of acquiring the lands through Green Acres and preserving the parcels on the ROSI. These efforts will ensure that public access can be accommodated along the waterfront and that the waterfront walkway and park will be incorporated into the redevelopment of the Area.

### **C. Signage**

Currently the Town of Harrison has several signs that direct residents and visitors to the waterfront walkway, however more are needed to sufficiently accommodate visitors. Signs are currently located at the Cleveland Avenue access point along Passaic Avenue and at the Warren Street access point along Dey Street. The implementation of strategically located signs to direct walkway users to access points is a project the Town of Harrison plans to undertake. The signs will include a branding logo for the Waterfront Walkway which will be easily recognizable and effectively guide users to the walkway.

As part of the 2015 update of the Waterfront Redevelopment Plan which will be adopted within the next 6 months, the plan will be amended to recommend a logo and signage be designed.

### **D. Proposed Access Improvements and Facilities**

The Town of Harrison has proposed the following public access improvements:



1. *Green Acres Acquisition for Waterfront Walkway and First Street Park*

As described above, public access will be increased with the acquisition of properties as funding becomes available along First Street and the River to be used as a Waterfront Park and as an access point to an expanded Waterfront Walkway. The park and walkway expansion will serve existing and future development projects within the Waterfront Redevelopment Area as well as provide views of Downtown Newark and active and passive recreation opportunities.

2. *Expansion of Waterfront Walkway and public access points*

The Town of Harrison is actively engaging redeveloper and property owners along the Passaic River waterfront to implement the goals and objectives of the Waterfront Redevelopment Plan. **This includes requiring redevelopers along the River to construct and maintain the Waterfront Walkway.** As the Waterfront Redevelopment Area becomes fully redeveloped the Town hopes to have a continuous waterfront walkway along the Passaic River.

3. *Expansion of Waterfront Park (Cape May Street)*

The Town of Harrison plans to acquire future lands along the Passaic River to expand the proposed Waterfront Park to the south as funding becomes available. This expanded waterfront park will provide public access to the River as well as to the Waterfront Walkway. Plans include a playground and boat launch/dock located at the end of Pete Higgins Blvd near Red Bulls Stadium.

4. *Signage and Branding Implementation*

As described above, the Town plans to increase the number of signs directing residents and visitors to the Waterfront Walkway as well as create a branding logo to best signify the Waterfront Walkway in Harrison. The signage and branding may be incorporated as an amendment to the Waterfront Redevelopment Plan to ensure implementation.



**E. Municipal Tools for Implementation**

As part of the Waterfront Redevelopment Plan, the Town of Harrison has put in place tools for the maintenance, enhancement, and development of the proposed waterfront walkway. The Town's Redevelopment Agency is tasked with ensuring that the waterfront walkway is implemented through the redevelopment of properties along the Passaic River in the Waterfront Redevelopment Area. The

Plan highlights appropriate uses for developments and stipulates the need and mandatory implementation of the walkway along the waterfront.

The Waterfront Redevelopment Plan specifically lays out a plan for certain areas to have “appropriate” uses that are specially identified. The Plan details the “zoning” for each parcel within the waterfront area. Uses include areas “zoned” for high density residential, while other areas are “zoned” for commercial uses.

The Town is also currently using the Green Acres program to acquire properties that will be used for open space and the waterfront walkway along the River.

## F. Implementation

The Town of Harrison has created an Implementation Schedule as follows:

Implementation			
	Location	Funding Source	Timeline
<b>Existing Maintenance</b>			
	Currently Constructed Waterfront Walkway	Private Redevelopers*	On-going
	Public Access Walkways	Town of Harrison**	On-going
<b>Enhancements</b>			
	Signage and Branding along Currently Constructed Waterfront Walkway	Town of Harrison/ Federal and State Grants**	1-5 years
<b>Proposed Locations</b>			
	Waterfront Walkway (Harrison Street- Warren Street)	Private Redevelopers*	1-5 years
	Waterfront Walkway (Bergen Street- Essex Street)	Private Redevelopers*	1-5 years
	First Street Waterfront Park/ Waterfront Walkway	Green Acres/ Federal and State Open Space Grants	3-7 years
	Cape May Street Waterfront Park/ Waterfront Walkway/ Boat Launch	Green Acres/ Private Redevelopers/ Federal and State Open Space Grants	5-10 years

\*Private redevelopers are required to perform on-going maintenance per executed redeveloper agreements which are contracts with each redeveloper.

\*\* The Town funds improvements and maintenance through its regular operating budget for open space and recreation.

**G. Army Corps of Engineers**

The Passaic River waterfront walkway is planned as a companion to the USACE flood control project. The Harrison portion of the Passaic River Tidal Flood Control Project is planned to be implemented as part of the Plan pursuant to the federal Water Resources Development Act of 1990 as amended in 1992. The Tidal Project, in general, serves to protect the communities along the tidal reach of the Passaic River from the damage of floods in conjunction with the up-river flood control projects in the Passaic River Basin. The most severe flood, the “flood of record,” occurred in 1903, with more recent floods in 1968, 1971 through 1973, two in 1975, 1984, 1992, 2011, and 2012.

The flood control project in Harrison, known as the South 1st Street levee/flood system, is a combination of floodwalls and levees. The system will provide protection to development from tidal floods from the Jackson Street Bridge to the NJ Transit rail bridge just south of the Route 280 Bridge. The entire Redevelopment Area will be protected from the 100 Year Flood. The authorized plan proposes a total of 7,450 linear feet of levee and floodwall with eight enclosures. According to the U.S. Army Corps of Engineers, the levees will total 1,750 feet in length with an average height of 6.5 feet and an average base-width of 50 feet. The floodwall portion will be 5,700 feet in length and will have an average height of 6.2 feet. A continuous line of protection would be provided through gated structures at several sites adjacent to the Passaic River and Frank E. Rodgers Boulevard.

The project design memorandum has been completed, and the project team is working on engineering and design of the project. A Limited Reevaluation Report is being prepared to reaffirm the viability of the project. The NJDEP has provided a letter of support. Current funding is being utilized to update hydrology and hydraulics. The project will be funded primarily through the federal government. The New Jersey Department of Environmental Protection supports the project and is willing to act as the cost-sharing partner for construction.

## **V. Relationship to the Other Regional and State Plans**

The Town of Harrison MPAP has been reviewed for consistency with the following municipal and regional plans including:

- Harrison Waterfront Redevelopment Plan, 1998, 2003, 2012
- Town of Harrison Master Plan, 2007
- Hudson County Master Plan, 2002 updated 2008
- Hudson County Open Space and Recreation Plan, 2005 updated 2013
- City of Newark Master Plan, 2012
- Hudson County Urban Complex Strategic Revitalization Plan, 1999

## **VI. Resolution of Incorporation**

The Town of Harrison has approved a resolution on **{date}** for the incorporation of the MPAP. See Appendix 1 for the draft or final resolution.



**APPENDIX 1**  
**Model Resolution for Incorporating MPAP into Master Plan**

Resolution # \_\_\_\_\_

Title: A RESOLUTION APPROVING THE MUNICIPAL PUBLIC ACCESS PLAN

WHEREAS, the Town of Harrison Municipal Public Access Plan was submitted to the Township Council and reviewed at the regular meeting of **{date}**, and

WHEREAS, the governing body has approved the plan as submitted,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Harrison, the “Town of Harrison Municipal Public Access Plan,” a copy of which is attached, is hereby approved.

FURTHER RESOLVED, the MPAP shall be incorporated into the Town of Harrison’s Master Plan within the Community Facilities element.

FURTHER RESOLVED a copy of the plan shall be sent to the New Jersey Department of Environmental Protection for review and approval in accordance with N.J.A.C.7.7 and 7.7E.

I hereby certify the foregoing to be a resolution adopted by the {governing body} at a meeting held on {date}.

\_\_\_\_\_  
Municipal Clerk



**APPENDIX 2**  
**Maps and Table**

Map 1: Town of Harrison Regional Context

Map 2: Town of Harrison Tidal Waterways and Lands

Map 3: Town of Harrison Public Access Locations

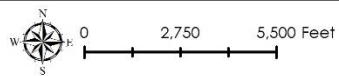
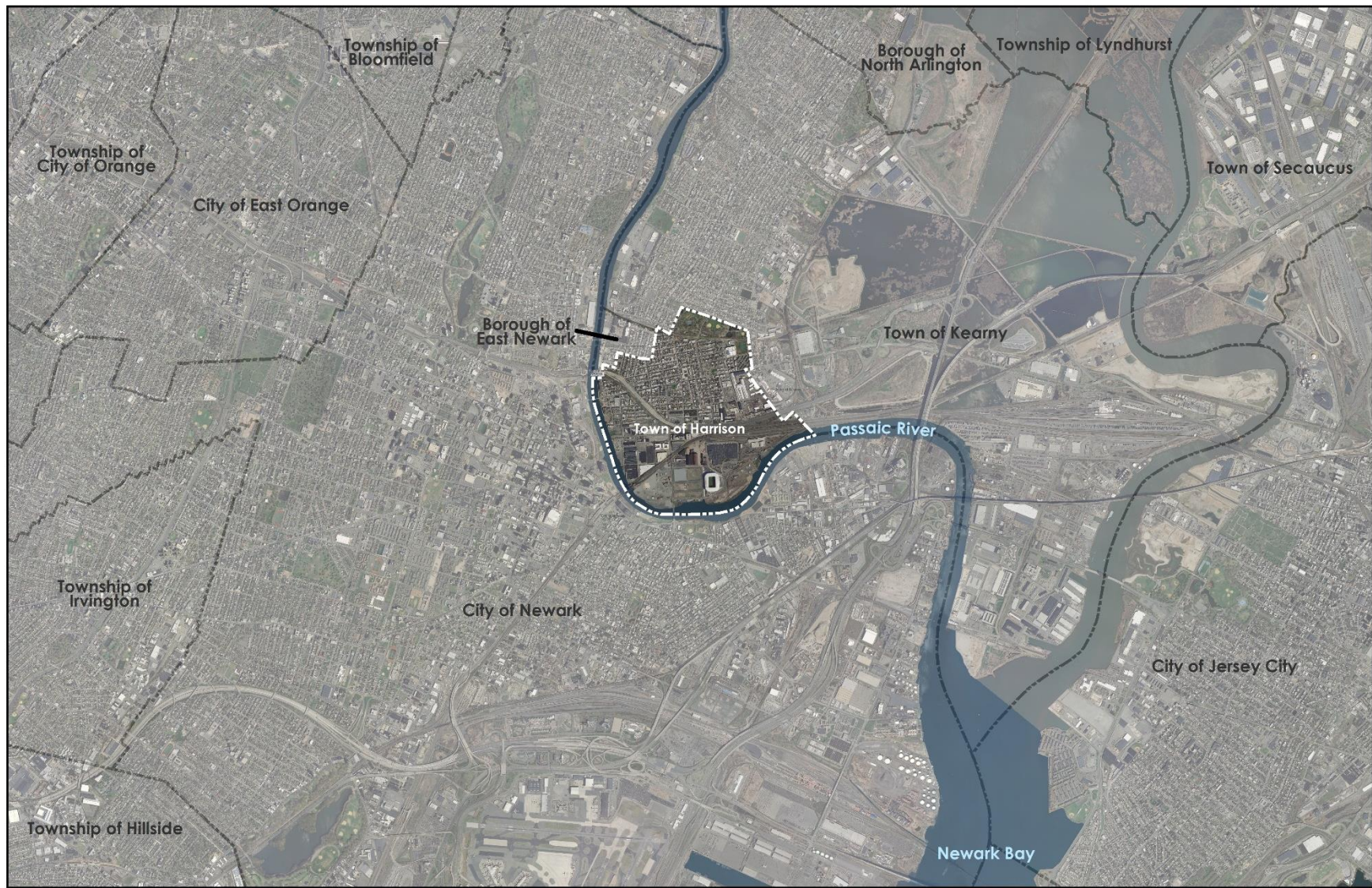
Map 4: Town of Harrison Handicapped Accessible Public Access Locations

Map 5: FEMA Flood Zones

Map 6: Surge Extent from Superstorm Sandy

Table 1: Town of Harrison Existing Public Access Locations

Table 2: Town of Harrison Proposed Public Access Locations

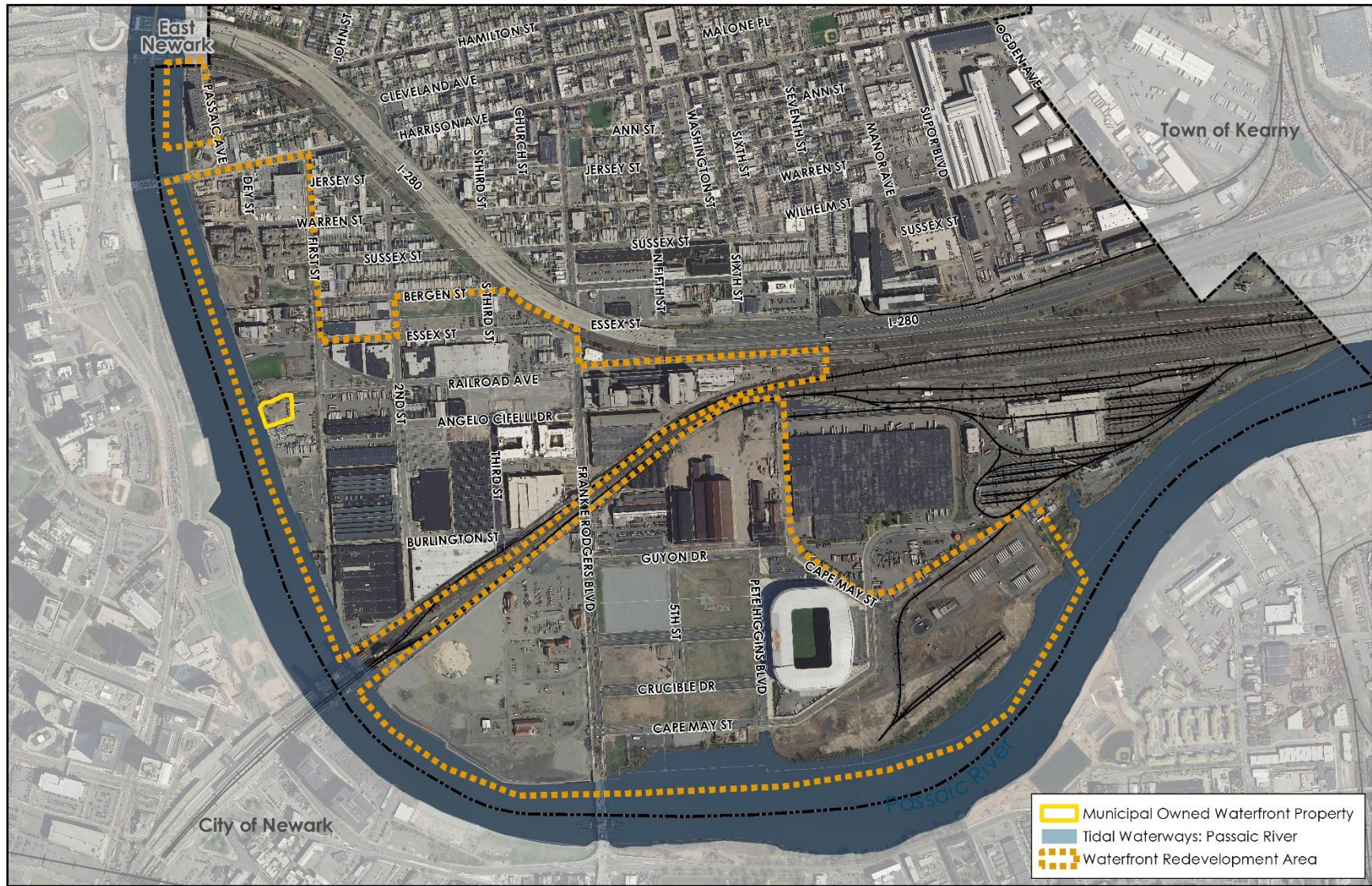


Source: NJGIN, NJOGIS, NJDOT, NJDEP

Map 1: Regional Location  
Municipal Public Access Plan

HEYER GRUEL & ASSOCIATES  
October 2014

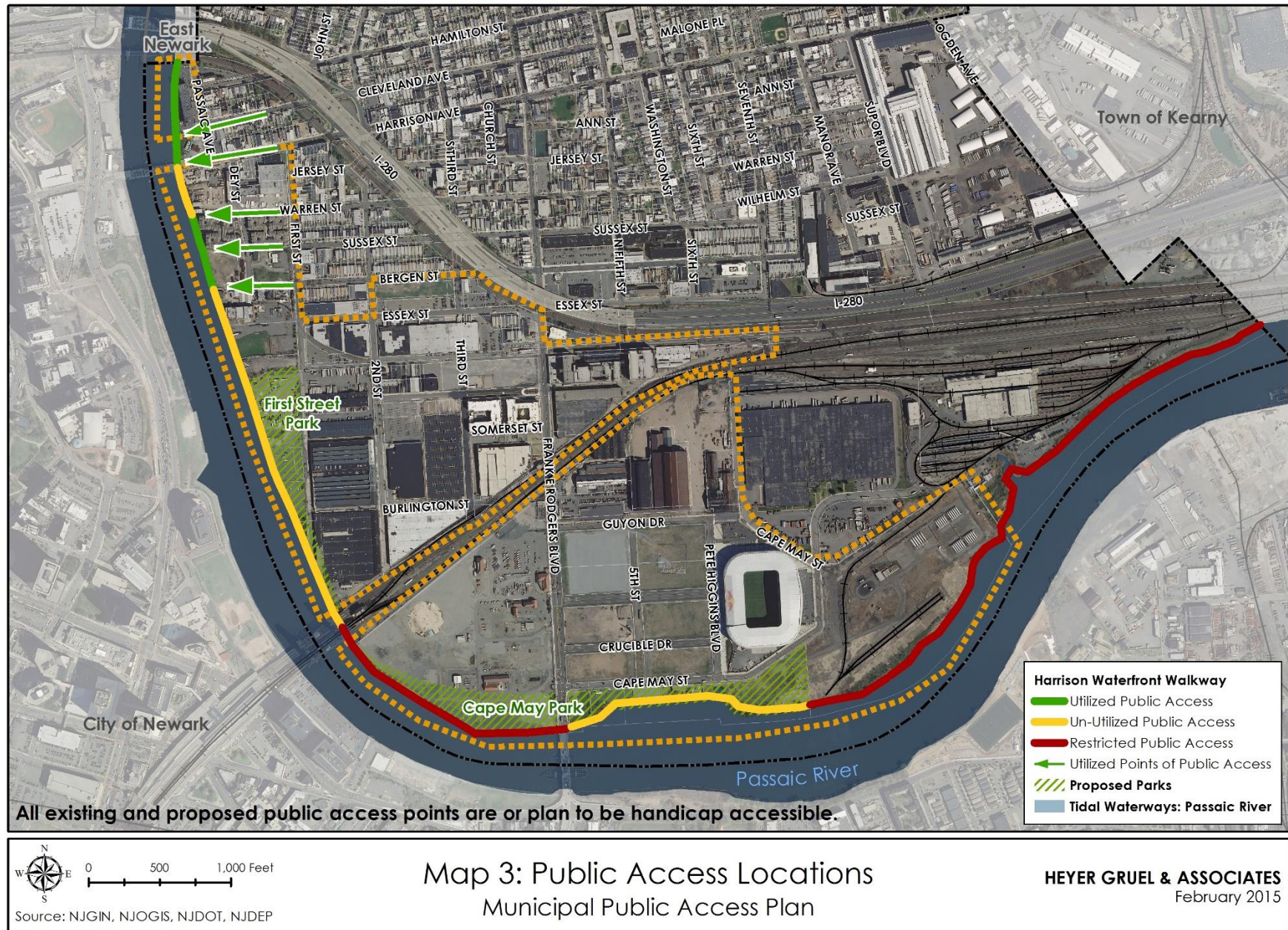
HEYER, GRUEL & ASSOCIATES

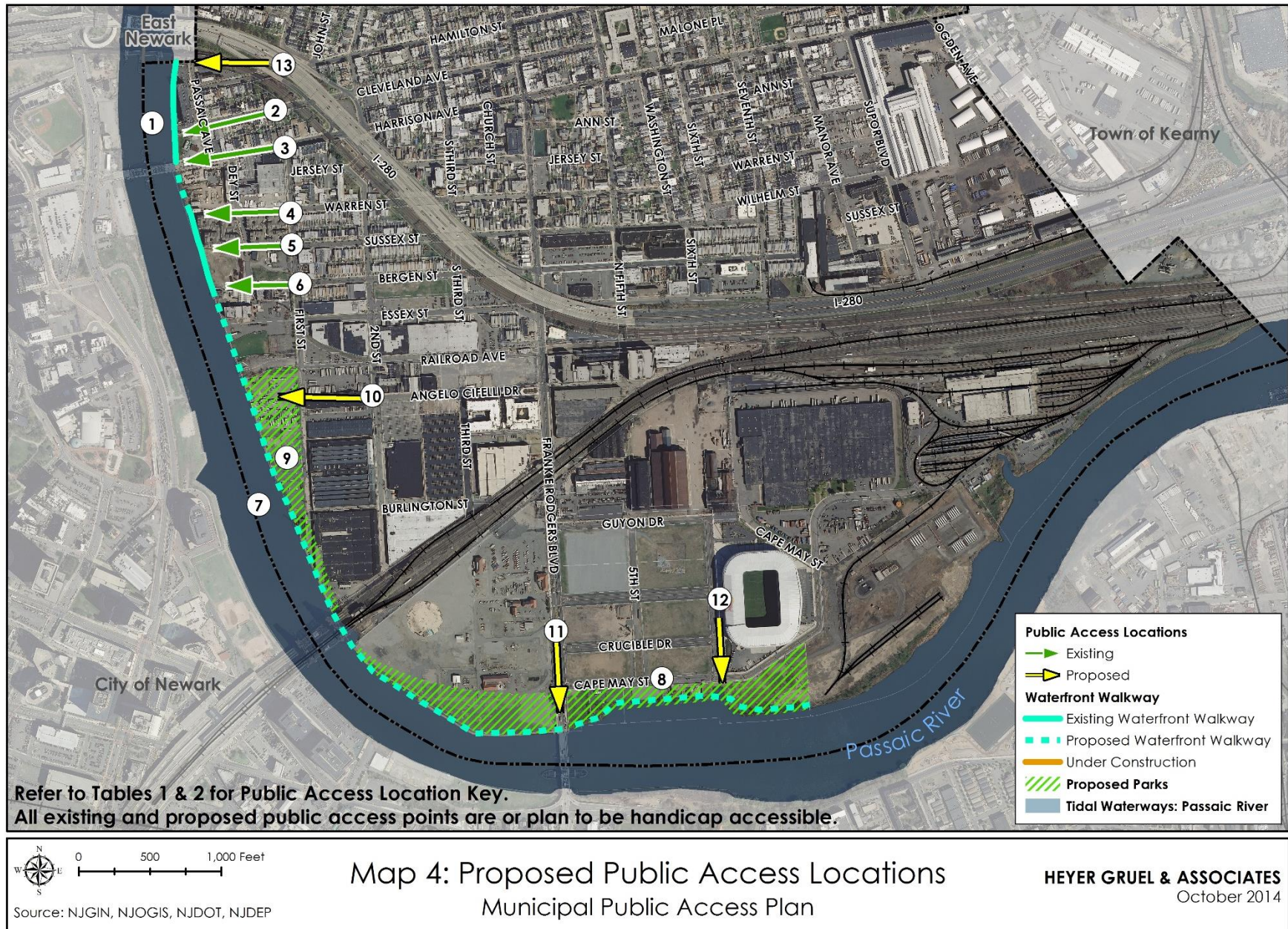


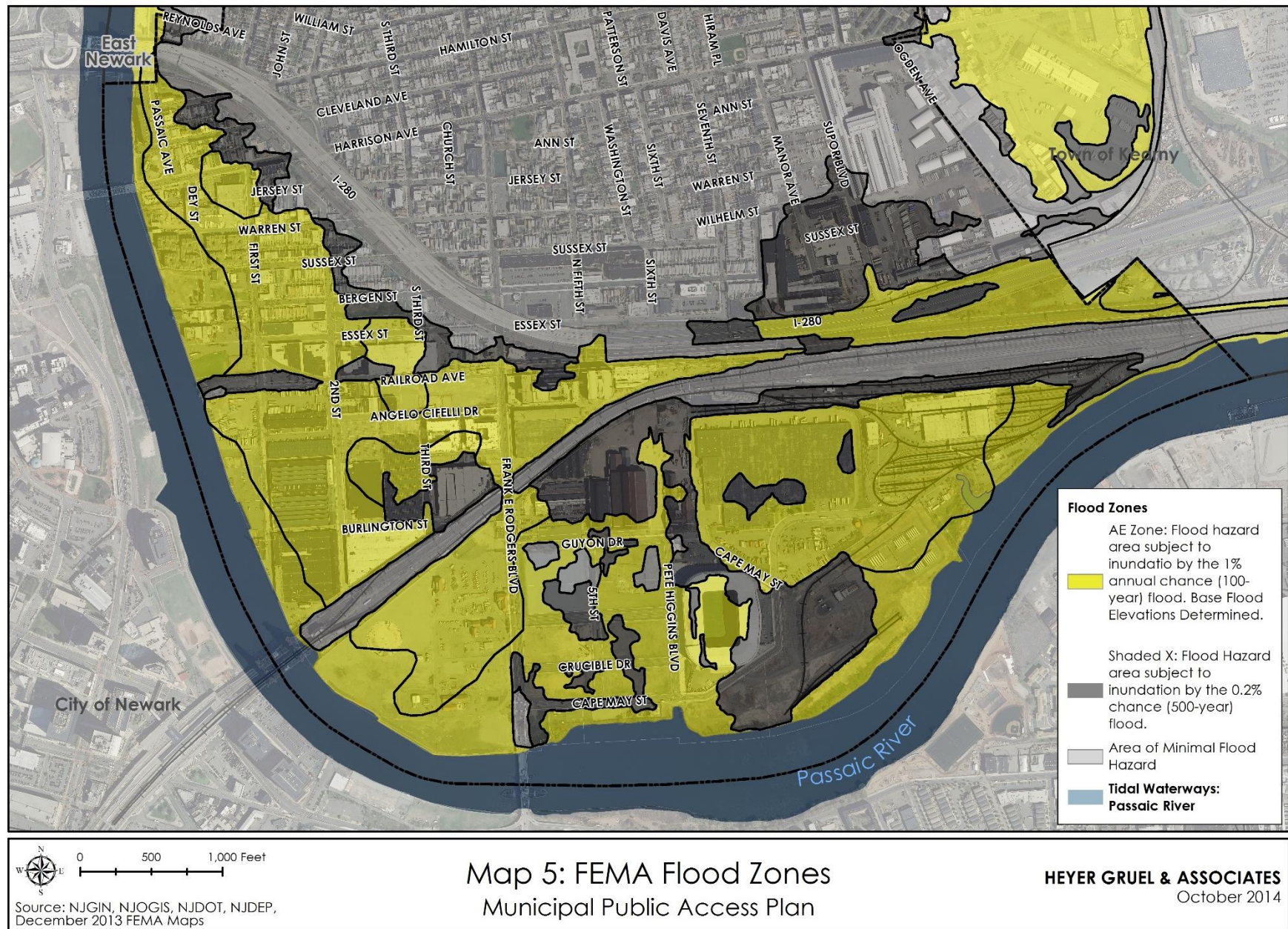
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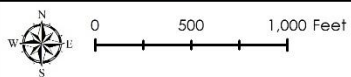
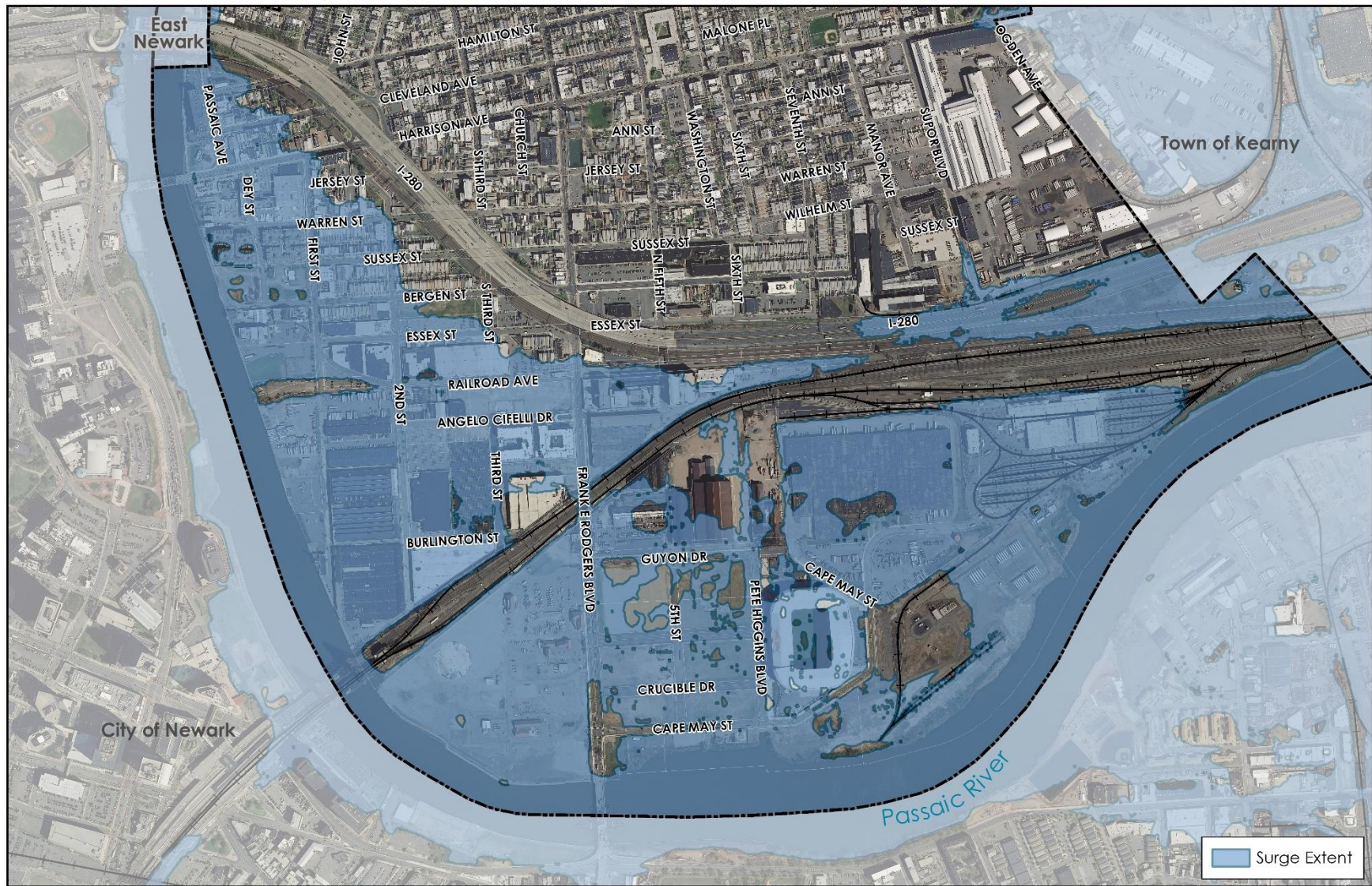
**Map 2: Harrison Tidal Waterways and Lands**  
 Municipal Public Access Plan

**HEYER GRUEL & ASSOCIATES**  
 October 2014









Source: NJGIN, NJOGIS, NJDOT, NJDEP

**Map 6: Super Storm Sandy Surge Extent**  
Municipal Public Access Plan

**HEYER GRUEL & ASSOCIATES**  
October 2014

**Table 1: Existing Public Access**

ID	SIGNS	PARKING	NUM_PARKING	STREET	BADGE	SWIMMING	FISHING	SURFING	PLAY-GRD	PARK	PIER	BOAT-LNCH	MARINA	FOOD_DRINK	REST-RM	SEATS	H_C	SHORE-LINE	ACCESS_TYPE
1	No	No	N/A	Waterfront Walkway	No	No	Restricted	N/A	No	No	No	No	No	No	No	Yes	Yes	River	Visual
2	No	No	N/A	Cleveland Avenue	No	No	Restricted	N/A	No	No	No	No	No	No	No	Yes	Yes	Access to WW	Visual
3	No	No	N/A	Harrison Avenue	No	No	Restricted	N/A	No	No	No	No	No	No	No	Yes	Yes	Access to WW	Visual
4	Yes	No	N/A	Warren Street	No	No	Restricted	N/A	No	No	No	No	No	No	No	Yes	Yes	Access to WW	Visual
5	No	No	N/A	Sussex Street	No	No	Restricted	N/A	No	No	No	No	No	No	No	Yes	Yes	Access to WW	Visual
6	Yes	No	N/A	Bergen Street	No	No	Restricted	N/A	No	No	No	No	No	No	No	Yes	Yes	Access to WW	Visual

**Table 2: Proposed Public Access**

ID	SIGNS	PARKING	NUM_PARKING	STREET	BADGE	SWIMMING	FISHING	SURFING	PLAY-GRD	PARK	PIER	BOAT-LNCH	MARINA	FOOD_DRINK	REST-RM	SEATS	H_C	SHORE-LINE	ACCESS_TYPE
7	Yes	No	N/A	Waterfront Walkway (Expansion)	No	No	Restricted	N/A	No	No	No	No	No	No	No	Yes	Yes	River	Visual
8	Yes	No	N/A	Cape May Street Waterfront Park	No	No	Restricted	N/A	Yes	Yes	No	Yes	No	No	Yes	Yes	Yes	River	Physical
9	Yes	No	N/A	First Street Waterfront Park	No	No	Restricted	N/A	Yes	Yes	No	Yes	No	No	Yes	Yes	Yes	River	Physical
10	Yes	No	N/A	Angelo Cifelli Drive	No	No	Restricted	N/A	No	No	No	No	No	No	No	Yes	Yes	Access to WW	Visual
11	Yes	No	N/A	Frank E. Rodgers Blvd	No	No	Restricted	N/A	No	No	No	No	No	No	No	Yes	Yes	Access to WW	Visual
12	Yes	No	N/A	Pete Higgins Blvd	No	No	Restricted	N/A	No	No	No	No	No	No	No	Yes	Yes	Access to WW	Visual
13	Yes	No	N/A	Passaic Avenue	No	No	Restricted	N/A	No	No	No	No	No	No	No	Yes	Yes	Access to WW	Visual

### **APPENDIX 3**

#### **Easement Agreements**

Agreement 1: Block 1, Lots 2B, 3, 4A, 4B, 5A & 5B, Harrison Waterfront Associates (Hampton Inn)

Agreement 2: Block 1, Lots 1A & 2A, Hess Corporation

Agreement 1: Block 69.01, Lot 1, Riverpark at Harrison I Urban Renewal, LLC



000016784 11/30/2004 01:41P  
RECEIVED BARBARA A. DONNELLY  
AND Prepared HARRISON COUNTY  
RECORDED REGISTER OF DEEDS  
AGMT 218964  
Gregory J. Castano

## EASEMENT AGREEMENT

146p 190-25  
THIS EASEMENT AGREEMENT (this "Agreement") is made this 20<sup>th</sup> day of September 2004 by and between **HARRISON WATERFRONT ASSOCIATES, LLC**, a New Jersey limited liability company, having an address c/o John Tsunis, Esq, Tsunis, Gasparis & Dragotta, LLP, 801 Motor Parkway, Hauppauge, New York 11788 (the "Grantor"), **THE HARRISON REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey, having an address at 600 Essex Street, Harrison, New Jersey 07029 (the "Redevelopment Agency") and **THE TOWN OF HARRISON**, a municipal corporation of the State of New Jersey, having an address at 318 Harrison Avenue, Harrison, New Jersey, 07029 (the "Town" and, together with the Redevelopment Agency, the "Grantee" and collectively with the Grantor, the "Parties").

### Preamble

WHEREAS, the Grantor and the Grantee have entered into a Redeveloper Agreement dated July 17, 2000 (the "Redeveloper Agreement"); and

WHEREAS, the Redeveloper Agreement provides, among other things, for the design and construction of the Flood Control Project (as defined in the Redeveloper Agreement) on a portion of the Property (as defined below); and

WHEREAS, the Redeveloper Agreement also provides that if funding for the Flood Control Project is not available at the time of the Grantor's construction of the

Owned Property Project (as defined in the Redeveloper Agreement), the Grantor shall permit the Grantee continuing access to the Property to install the Flood Control Project, including its related walkway and park; and

WHEREAS, the Redevelopment Agency has conveyed the Property to the Grantor; and

WHEREAS, the parties want to have this Agreement in place to preserve the rights of the Public in and to the Public Easement Area (hereinafter defined); and

WHEREAS, this Agreement is also necessary in the event that the Grantee undertakes construction of the Flood Control Project pursuant to the Redeveloper Agreement; and

WHEREAS, after the construction of the Flood Control Project, the Grantee will need continuing access to the Property in order to maintain the Flood Control Project, including the Public Easement Area;

NOW THEREFORE, in consideration of the promises and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Conveyance of Easement.** Grantor hereby grants, conveys and confirms unto Grantee and its successors and assigns forever a permanent, non-exclusive easement (the "Easement") in, over, across, and under a portion of the property located in the Town of Harrison, County of Hudson, State of New Jersey, designated as Block No. 1, Lots 2B, 3, 4A, 4B, 5A and 5B, on the Tax Map of the Town of Harrison (the "Property"), consisting of a thirty (30) foot wide waterfront access easement located parallel to the Passaic River and a ten (10) foot wide access easement located perpendicular thereto as

more particularly described on Exhibit A-1 and A-2 (collectively the "Public Easement Area").

2. **Purpose of Easement.** This Agreement grants to Grantee (and Grantee's agents, contractors, subcontractors, consultants and others engaged for such purposes, all of whom shall be considered "Grantee" for the purpose of this agreement) the right to enter upon the Property with personnel, machinery and equipment to install, construct, inspect, operate, extend, maintain, repair, reconstruct, alter, remove and replace the Flood Control Project, including its related walkway and park. This Agreement is also designed to allow the public to exercise its public trust rights in the Public Easement Area under the public trust doctrine.

3. **Scope of Easement.** The rights conveyed by Grantor to Grantee by this Agreement include all other rights and benefits reasonably necessary or convenient for the full enjoyment or use of the Easement, including but not limited to the free and full right of ingress and egress to, over and along the Property on a 24 hour per day basis, as long as Grantor's construction and/or hotel operations (including parking) are not adversely affected. The scope of the Easement is also coextensive with the scope of the public's rights in the Public Easement Area under the public trust doctrine.

4. **Rights of Grantor.** Grantor shall have the right to fully use and improve the Property to the extent such use and improvement is not inconsistent with the terms of this Agreement, the Redeveloper Agreement and/or any and all other related agreements, indentures, undertakings and restrictions.

5. **General Covenants.**

(a) Grantee shall use due care in exercising its rights hereunder;

(b) Subject to the rights of Grantor set forth in Section 4, Grantee shall only use and enter upon the Property in a manner that will not unreasonably interfere with or disrupt Grantor's construction upon or use and operation of the Property or the exercise by members of the public of their rights in the Public Easement Area under the public trust doctrine.

(c) Prior to the commencement of construction or maintenance of the Flood Control Project, Grantee shall notify Grantor of its intention to commence work. If required by Grantor, the Parties shall meet to coordinate their activities so as not to interfere with Grantor's construction upon or use of the Property.

(d) All costs of construction, inspection, maintenance, insurance, use, repair, installation and operation of the Flood Control Project shall be borne by Grantee.

(e) Grantee shall maintain or cause to be maintained during the period of construction of the Flood Control Project a policy of builder's risk insurance and public liability insurance insuring against damage for bodily injury and property damage due to Grantee's work on the Public Easement Area. After completion of construction of the Flood Control Project, Grantee shall maintain, or cause to be maintained, during the entire term of this Agreement, public liability insurance insuring against damage for personal injury within the Public Easement Area. Such liability policy or policies shall (i) be in the aggregate amount of at least One Million dollars (\$1,000,000); (ii) list Grantor as an additional insured; and (iii) be issued by a company or companies licensed to do business in New Jersey.

(f) Grantee shall indemnify and save harmless Grantor from and against any and all claims or demands in connection with any occurrence, accident, injury

to person(s) or property, damage or any dispute arising out of Grantee's exercise of its rights hereunder, and from and against any and all costs and expenses relating thereto. Each party shall give prompt notice to the other of any such claims or demands.

(g) Upon completion of any work permitted by this Agreement, the disturbed area shall be restored, at Grantee's sole cost and expense, as near as practicable, to the condition that existed prior to Grantee's entry onto the Property. Grantee shall insure that all work on the Flood Control Project is done in a lien-free and good and workmanlike manner.

(h) The Parties shall provide such further assurances and confirmations and perform such other acts as may be necessary to carry out the terms and purposes of this Agreement.

6. **Security Interests.** Grantee shall not mortgage, pledge or enter into any agreement creating a security interest in the Public Easement Area.

7. **Recordation.** Grantee shall record this agreement.

8. **Assignment.** Grantee may assign or transfer any of its rights, duties or obligations hereunder to the State of New Jersey. Grantee may not make any other assignment or transfer of its rights, duties or obligations hereunder without the consent of Grantor and the State of New Jersey. The consent of Grantor shall not be required for any assignment or transfer that complies with this section.

9. **Binding Nature of Grant.** This Agreement and the rights and obligations herein created shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors, transferees, and assigns in perpetuity.

10. **Representation Regarding Ownership and Enforceability.** Grantor represents that it is the sole owner of the Property, that it is lawfully seized and possessed of the Property free and clear of all liens and encumbrances (except as previously disclosed to the Grantee in that certain title policy dated October 9, 2003 issued by the Chicago Title Insurance Company – file number 03PT-26467) and that no other party is needed to join in this Agreement in order to vest in Grantee the Easement granted by this Agreement. Grantor agrees to procure and deliver to Grantee, upon Grantee's request, proper subordinations from parties holding liens encumbering the lands, postponing and subordinating their interest(s) to the Easement granted by this Agreement; including a subordination of the Mortgage dated September 26, 2003 held by Manufacturers and Traders Trust Company, recorded on October 9, 2003 in Mortgage Book 10639, Page 55.

11. **Severability and Applicable Law.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, and if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Agreement. This Agreement has been made and entered into in the State of New Jersey and the laws of the State of New Jersey shall govern the validity, interpretation and performance of this Agreement.

[signatures appear on next page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first above written.

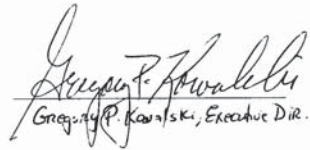
WITNESS OR ATTEST:

GRANTOR:  
Harrison Waterfront Associates, LLC,  
A New Jersey Limited Liability Company



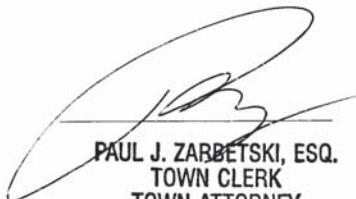
By:   
Name: JOHN C IOVINO  
Title: member

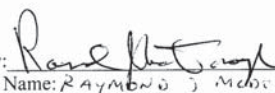
GRANTEE  
The Harrison Redevelopment Agency

  
Gregory P. Kowalski, Executive Dir.

By:   
Name: PETER B. HIGGINS III  
Title: CHAIRMAN


The Town of Harrison

  
PAUL J. ZARBETSKI, ESQ.  
TOWN CLERK  
TOWN ATTORNEY

By:   
Name: RAYMOND J. McDEVITT  
Title: MAYOR

STATE OF NEW YORK :  
:  
COUNTY OF Suffolk : ss.:

BE IT REMEMBERED, that on the 20<sup>th</sup> day of OCTOBER, 2004, before me, the subscriber, Debra Sengenito a Notary Public of New York, personally appeared John C Iovino, who being by me duly sworn upon his oath, deposes and makes proof to my satisfaction: (i) that he/she is a member of Harrison Waterfront Associates, LLC, the "Grantor" (as defined in the Easement Agreement to which this acknowledgment is attached); (ii) that the execution and delivery of the Easement Agreement has been duly authorized by the Grantor; and (iii) that the Easement Agreement was signed and delivered by him/her as the voluntary act and deed of the Grantor for the uses and purposes therein expressed.

  
A Notary Public of New York


Debra Sengenito  
NOTARY PUBLIC - STATE OF NEW YORK  
Qualified to perform Notary Public Duties  
Commission Expires 12/31/2006

STATE OF NEW JERSEY :

: SS.:

COUNTY OF HUDSON :

BE IT REMEMBERED, that on the 13<sup>th</sup> day of September, 2004, before me, the subscriber, Gregory J. Castano an attorney-at-law of the State of New Jersey, personally appeared Peter Higgins, who being by me duly sworn upon his oath, deposes and makes proof to my satisfaction: (i) that he is the Chairman of the Harrison Redevelopment Agency, (the "Redevelopment Agency" as defined in the Easement Agreement to which this acknowledgment is attached); (ii) that the execution and delivery of the Easement Agreement has been duly authorized by the Redevelopment Agency; and (iii) that the Easement Agreement was signed and delivered by him as the voluntary act and deed of the Redevelopment Agency for the uses and purposes therein expressed.

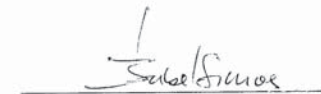
  
Gregory J. Castano, an  
Attorney-at-Law of New Jersey

STATE OF NEW JERSEY :

: SS.:

COUNTY OF HUDSON :

BE IT REMEMBERED, that on the 28<sup>th</sup> day of September, 2004, before me, the subscriber, ISABEL SIMOES a Notary Public of the State of New Jersey, personally appeared Raymond McDonough, who being by me duly sworn upon his oath, deposes and makes proof to my satisfaction: (i) that he is the Mayor of the Town of Harrison (the "Town" as defined in the Easement Agreement to which this acknowledgment is attached); (ii) that the execution and delivery of the Easement Agreement has been duly authorized by the Town; and (iii) that the Easement Agreement was signed and delivered by him as the voluntary act and deed of the Town for the uses and purposes therein expressed.

  
ISABEL SIMOES  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 3/19/2009

Exhibits A-1 & A-2

Public Easement Area

(See Attached)

EXHIBIT A-1

Harbor Consultants  
Engineers & Land Surveyors  
320 North Avenue East  
Cranford, New Jersey 07016  
Tel. (908) 276-2715, Fax (908) 709-1738

December 11, 2002

DESCRIPTION OF WATERFRONT PUBLIC ACCESS EASEMENT ALONG THE  
EASTERLY BANK OF THE PASSAIC RIVER ON LANDS OF HARRISON  
WATERFRONT HOTEL AND SUITES IN THE TOWN OF HARRISON, HUDSON  
COUNTY, NEW JERSEY

Beginning at a point being the following two (2) courses from the intersection of the westerly sideline of Passaic Avenue and the northerly sideline of Harrison Avenue; (1) North 10 degrees 57 minutes 00 seconds West, along the said sideline of Passaic Avenue, 180.00 feet to a point being the southeast corner of lands of Harrison Waterfront Hotel and Suites; thence (2) South 79 degrees 03 minutes 00 seconds West, along the southerly line of lands of Harrison Waterfront Hotel and Suites, 157.48 feet to the point and place of Beginning Point;

- (1) South 79 degrees 03 minutes 00 seconds West, continuing westerly along the southerly line of lands of Harrison Waterfront Hotel and Suites, 42.54 feet; thence running along the westerly line of lands of Harrison Waterfront Hotel & Suites said line being also the N.J. Bulkhead Line revised 2/5/86 and recorded in DB 3532 Pgs 235-241 the following three (3) courses;
- (2) North 03 degrees 02 minutes 27 seconds West 241.89 feet to a point; thence
- (3) North 01 degrees 05 minutes 00 seconds East 97.00 feet to a point; thence
- (4) North 03 degrees 18 minutes 00 seconds East 175.09 feet to a point in the northerly line of lands of Harrison Waterfront Hotel and Suites; thence
- (5) South 87 degrees 30 minutes 00 seconds East, along the northerly line of lands of Harrison Waterfront Hotel and Suites, 32.33 feet to a point; thence
- (6) South 03 degrees 14 minutes 39 seconds West 178.02 feet to a point; thence
- (7) South 01 degree 05 minutes 27 seconds West 112.56 feet to a point; thence
- (8) South 41 degrees 02 minutes 37 seconds East 12.17 feet to a point; thence
- (9) South 12 degrees 04 minutes 44 seconds East 15.33 feet to a point; thence
- (10) South 01 degree 01 minutes 00 seconds East 31.73 to a point being the corner of a 6-story Hotel Building; thence

**Harbor Consultants**  
**Engineers & Land Surveyors**  
320 North Avenue East  
Cranford, New Jersey 07016  
Tel. (908) 276-2715, Fax (908) 709-1738

- (11) South 03 degrees 56 minutes 08 seconds East, along the exterior wall of a 6-story Hotel Building and in the extension thereof, 158.04 feet to the point and place of Beginning.

Containing 18,241.41 Square Feet.

The above Description is drawn in accordance with a plan entitled "Layout & Dimensioning Plan, Harrison Waterfront Hotel and Suites, Lots 2B, 3, 4A, 4B, 5A and 5B, Block 1. Town of Harrison, Hudson County, NJ" Prepared by P.M.K. Group dated 02/07/01 last revised 08/12/02

BK:07406 PG:00310

**EXHIBIT A-2**

**Harbor Consultants**  
**Engineers & Land Surveyors**  
320 North Avenue East  
Cranford, New Jersey 07016  
Tel. (908) 276-2715, Fax (908) 709-1738

December 11, 2002

DESCRIPTION OF PUBLIC ACCESS EASEMENT BETWEEN PASSAIC AVENUE AND THE WATERFRONT PUBLIC ACCESS EASMENT ALONG THE PASSAIC RIVER ON LANDS OF HARRISON WATERFRONT HOTEL AND SUITES IN THE TOWN OF HARRISON, HUDSON COUNTY, NEW JERSEY.

Beginning at a point in the westerly sideline of Passaic Avenue said point being 180.00 feet measured northerly from the northerly sideline of Harrison Avenue; said Beginning point being the southeast corner of lands of Harrison Waterfront Hotel and Suites; thence

- (1) South 79 degrees 03 minutes 00 seconds West, along the southerly line of lands of Harrison Waterfront Hotel and Suites, 157.48 feet to a point; thence
- (2) North 03 degrees 56 minutes 08 seconds West 18.48 feet to a point; thence
- (3) South 47 degrees 43 minutes 41 seconds East 6.67 feet to a point; thence
- (4) North 79 degrees 03 minutes 00 seconds East, parallel to and 13.00 feet north of the first (1) course above, 151.22 feet to a point in the said westerly sideline of Passaic Avenue, thence
- (5) South 10 degrees 57 minutes 00 seconds East, along the said westerly sideline of Passaic Avenue, 13.00 feet to the point and place of Beginning

Containing 2,049.21 Square Feet

The above Description is drawn in accordance with a plan entitled "Layout & Dimensioning Plan, Harrison Waterfront Hotel and Suites, Lots 2B, 3, 4A, 4B, 5A and 5B, Block 1. Town of Harrison, Hudson County, NJ" Prepared by P.M.K. Group dated 02/07/01 last revised 08/12/02

**RECORD AND RETURN TO**  
Carol C. Stern  
McCarter & English  
Four Gateway Center  
100 Mulberry Street  
Newark, New Jersey 07102

BK:07406 PG:00311

RECEIVED  
NOV 01 2010

BY: .....

Please Record & Return to:  
James P. Bruno  
CASTANO QUIGLEY LLC  
1120 Bloomfield Avenue  
West Caldwell, NJ 07006



20101006010078420 1/24  
10/06/2010 11:41:12 AM DEED  
Bk: 0756 Pg: 93  
Willie L. Flood  
Hudson County, Register of Deeds  
Receipt No. 446563

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 21<sup>st</sup> day of June 2009 between and among **HESS CORPORATION**, a New Jersey corporation, having an address of 1 Hess Plaza, Woodbridge, New Jersey 07095 (the "Grantor"), **THE HARRISON REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey, having an address at 600 Essex Street, Harrison, New Jersey 07029 (the "Redevelopment Agency") and **THE TOWN OF HARRISON**, a municipal corporation of the State of New Jersey, having an address at 318 Harrison Avenue, Harrison, New Jersey, 07029 (the "Town" and, together with the Redevelopment Agency, the "Grantees" and collectively with the Grantor, the "Parties").

### Preamble

WHEREAS, the Grantor is the fee simple owner of property located at the corner of Passaic Avenue and Harrison Avenue in the Town of Harrison, designated as Block 1, Lots 1A and 2A on the tax map of the Town of Harrison (the "Grantor's Property"); and

WHEREAS, the Grantor's Property is adjacent to a parcel of land that has been redeveloped as a hotel, and the hotel includes a public waterfront walkway along the Passaic River; and

WHEREAS, the Grantees wish to extend the public access walkway (the "Walkway") over the Grantor's Property and to have this Agreement in place to preserve the

rights of the public to use the Walkway to be constructed by Grantees in the cross-hatched area described on Exhibit A annexed hereto and made a part hereof (the "Public Walkway Easement"); and

WHEREAS, after the construction of the Walkway, the Grantees will need continuing access to the Public Walkway Easement in order to maintain the Walkway and related improvements.

NOW THEREFORE, in consideration of the promises and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Conveyance of Easement.** Grantor hereby grants, conveys and confirms unto Grantees and its successors and assigns forever, subject to the terms of this Agreement:

(a) Public Walkway Easement: a permanent, non-exclusive easement in, over, across, and under the Grantor's Property, generally located parallel to the Passaic River and in an area adjacent to Harrison Avenue. Within the Public Walkway Easement Grantees shall be permitted to construct the Walkway for use by the general public and install landscaping, plantings, benches, lighting and other improvements and amenities associated with the Walkway (collectively, the "Walkway Improvements"); and

(b) Construction/Maintenance Easement: a non-exclusive easement in, over, across, under and through the cross-hatched area described in Exhibit B annexed hereto and made a part hereof, for the purpose of (i) constructing the Walkway and Walkway Improvements, and (b) maintenance of the Walkway and Walkway Improvements.

2. **Purpose of Easements.** This Agreement grants to Grantees (and Grantees' agents, contractors, subcontractors, consultants and others engaged for such purposes, all of

whom shall be considered "Grantees" for the purpose of this agreement) the right to enter upon the Public Walkway Easement with personnel, machinery and equipment to install, construct, inspect, operate, extend, maintain, repair, reconstruct, alter, remove and replace the Walkway and Walkway Improvements as conceptually depicted on Exhibit C. This Agreement is also intended to allow the public to perpetually use and enjoy the Public Walkway Easement, Walkway and Walkway Improvements under the public trust doctrine provided Grantees have performed their respective obligations hereunder. Nothing contained in this Agreement is intended to convey to any of the Grantees fee simple title in and to the Public Walkway Easement and/or the area comprising the Construction/Maintenance Easement.

3. **Scope of the Public Easement.** The rights conveyed by Grantor to Grantees by this Agreement include all other rights and benefits reasonably necessary or convenient for the full enjoyment or use of the Public Walkway Easement, Walkway and Walkway Improvements, including but not limited to the free and full right of ingress and egress to, over and along the Public Walkway Easement on a 24 hour per day basis. The scope of the Public Walkway Easement is also coextensive with the scope of the public's rights under the public trust doctrine, and includes the ten (10') foot easement area which the Grantor agreed to provide to the New Jersey Department of Environmental ("NJDEP") in connection with issuance by the NJDEP of a Waterfront Development Permit to Grantor in 2000. Any work performed by Grantees within, over or under the Grantor's Property with respect to the Public Walkway Easement, Walkway, Walkway Improvements and/or covered by the aforementioned Waterfront Development Permit shall be performed by Grantees at Grantees' sole cost and expense and strictly in accordance with the terms and conditions of said Waterfront Development Permit.

4. **Rights of Grantor.** Grantor reserves the right to fully use and improve the Grantor's Property not encumbered by the Public Walkway Easement and/or Construction/Maintenance Easement. Grantor also reserves the right, at Grantor's sole option, to install an entrance/exit way with or without a gate or similar device between Grantor's Property and the Walkway in the general area depicted in Exhibit D.

5. **General Covenants.**

(a) Grantees shall obtain, at Grantees' sole cost and expense, all government approvals needed for the construction of the Walkway and Walkway Improvements and the entrance gate Grantor may elect to install, including if needed, a Waterfront Development Permit from the NJDEP. Grantee agrees to provide full and true copies of all approvals and submissions to Grantor in a prompt and timely manner. Grantor agrees to execute any documents reasonably required to be signed by the Grantor as property owner at no cost to Grantor and to the extent needed for the Grantees to apply for and or obtain any required governmental approvals provided the terms of said documents are not inconsistent with the provisions of this Agreement.

(b) Grantees shall be generally responsible for the upkeep and maintenance of the Public Walkway Easement and area comprising the Construction/Maintenance Easement so as to keep those areas in a neat and orderly condition which shall include lawn cutting, refuse storage and collection, shade tree maintenance, removal of construction debris in a manner consistent with law, snow and ice removal, and replacement of light bulbs in exterior light fixtures, when necessary. In the event the Grantees shall fail or refuse to maintain and repair the Public Walkway Easement and/or the area comprising the Construction/Maintenance Easement or shall fail or refuse to otherwise satisfy Grantees' obligations hereunder, then the Grantor may make

written demand on Grantees to discharge the unsatisfied obligation and in the event the Grantees fail or refuse to satisfy their obligations within ten (10) days after a demand duly given by Grantor, then Grantor shall have and may exercise any and all rights and remedies available at law or in equity, including injunctive relief, to compel the Grantees to satisfy or discharge their obligations and Grantees shall be responsible to reimburse Grantor for any costs and expenses reasonably incurred by Grantor in said endeavor, including court costs and Grantor's reasonable legal fees. Nothing in this paragraph shall prevent the Grantor or Grantees from taking such immediate and emergent action as may be required with respect to any condition within the Public Walkway Easement or in the area comprising the Construction/Maintenance Easement in the event of imminent danger to life or property. If the Public Walkway Easement and or Construction/Maintenance Easement are abandoned by the Grantees and same cease to be used for the purposes herein provided for a period in excess of 180 days, this Agreement and all of the easements created by Grantor herein shall cease and terminate;

(c) Grantees shall only enter upon the Grantor's Property for the construction and/or maintenance of the Walkway and Walkway Improvements in a manner that will not unreasonably interfere with or disrupt Grantor's use and operation of the balance of Grantor's Property or the exercise by members of the public of their rights in the Public Easement Area under the public trust doctrine.

(d) Prior to the commencement of construction or maintenance of the Walkway and/or Walkway Improvements, Grantees shall notify Grantor of their intention to commence work and provide Grantor with a copy of an insurance binder with the coverages required in subsection (f) below, with proof that the first year's premium has been paid.

(e) Grantees shall insure that all work performed in the Public Walkway Easement and/or in the area comprising the Construction/Maintenance Easement is done in a lien-free and good and workmanlike manner. The Grantees also covenant and agree, at their sole cost and expense, to (i) promptly resolve upon prior written notice from the Grantor any assessments, taxes, or charges of any kind which shall be imposed against the Grantor by reason of the easements granted herein and rights granted to the Grantees, and (ii) arrange for either the payment of the full amount of any such assessments, taxes or charges of any kind whatsoever or the release therefore so that no lien or encumbrance is levied, charged, assessed or imposed against the Grantor to the lands on which are affected by the Public Walkway Easement and/or the Construction/Maintenance Easement.

(f) Grantees shall maintain or cause to be maintained during the period of construction of the Walkway a policy of builder's risk insurance and public liability insurance insuring against damage for bodily injury and property damage due to Grantees' work on the Public Walkway Easement. After completion of construction of the Walkway, Grantees shall maintain, or cause to be maintained, during the entire term of this Agreement, public liability insurance naming Grantor thereon as an additional insured insuring against damage for personal injury within the Public Walkway Easement. Such liability policy or policies shall (i) be in the aggregate amount of at least One Million dollars (\$1,000,000); (ii) list Grantor as an additional insured; and (iii) be issued by a company or companies licensed to do business in New Jersey.

(g) Grantees shall indemnify and save harmless Grantor from and against any and all claims or demands in connection with any occurrence, accident, injury to person(s) or property, damage or any dispute arising out of Grantees' exercise of its rights hereunder, and

from and against any and all costs and expenses relating thereto. Each party shall give prompt notice to the other of any such claims or demands.

The Grantees' contracts with contractors who are retained to perform any work within the Public Walkway Easement or within the area comprising the Construction/Maintenance Easement shall contain a clause whereby the contractor agrees to hold harmless and indemnify the Grantor from and against any and all losses, damages, claims, liabilities, and expenses caused by, connected with, or in any way attributable to the rights herein granted, or the work performed by the Grantees pursuant to the easements granted herein. The Grantees shall be responsible for, and shall not hold the Grantor responsible for, damages or injuries arising from the Grantees' use or occupancy of the easements granted herein except to the extent such damages or injuries are caused by the negligence, recklessness or intentional acts of Grantor, or Grantor's employees, agents, licensees and contractors. Similarly, the Grantor shall be responsible for, and shall not hold the Grantees responsible for, damages or injuries arising from the Grantor's use or occupancy of the Public Walkway Easement or the area comprising the Construction/Maintenance Easement, except to the extent such damages or injuries are caused by the negligence, recklessness or intentional acts of Grantees, or their employees, agents, licensees and contractors.

(h) Upon completion of any work permitted by this Agreement, any portion of Grantor's Property that is disturbed outside of the Public Walkway Easement and/or the area comprising the Construction/Maintenance Easement shall be restored at Grantees' sole cost and expense, as near as practicable, to the condition that existed prior to Grantees' entry thereon. .

(i) The Parties shall provide such further assurances and confirmations and perform such other acts as may be necessary to carry out the terms and purposes of this Agreement.

(j) Grantor acknowledges that Grantees intend to construct the Walkway and Walkway Improvements only if grant funding is obtained from the State of New Jersey (the "Grant"). Nothing herein shall be deemed to be a covenant by the Grantees to construct the Walkway and Walkway Improvements. Until such time as Grantees obtain the Grant, Grantees shall not perform any work in the Public Walkway Easement or in the area comprising the Construction/Maintenance Easement. In the event Grantees are unable to procure the Grant by December 31, 2010, this Agreement, at the option of the Grantor, shall cease and terminate whereupon neither the Grantor nor the Grantees shall have any further rights or obligation to the other hereunder.

6. **Security Interests.** Grantees shall not mortgage, pledge or enter into any agreement creating a security interest in the Public Walkway Easement and/or the area comprising the Construction/Maintenance Easement.

7. **Recordation.** Grantees may record this Agreement.

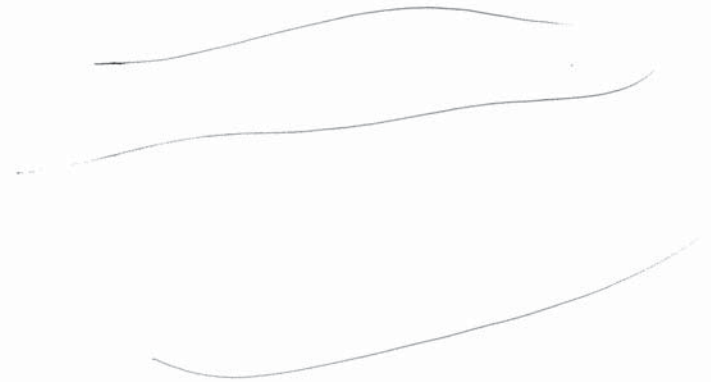
8. **Assignment.** Grantees may assign or transfer any of its rights, duties or obligations hereunder to the State of New Jersey provided the State of New Jersey first agrees in writing to be bound by the terms and conditions set forth herein. Grantees may not make any other assignment or transfer of its rights, duties or obligations hereunder without the consent of Grantor and the State of New Jersey. The consent of Grantor shall not be required for any assignment or transfer that complies with this section.

9. **Binding Nature of Grant.** This Agreement and the rights and obligations herein created shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantees and their respective successors, transferees, and assigns in perpetuity.

10. **Representation Regarding Ownership and Enforceability.** Grantor represents that it is the sole owner of the Property, that it is lawfully seized and possessed of the Property free and clear of all liens and encumbrances and that no other party is needed to join in this Agreement in order to vest in Grantees the Easement granted by this Agreement. Grantor agrees to procure and deliver to Grantees, upon Grantees' request, proper subordinations from parties holding liens encumbering the lands, postponing and subordinating their interest(s) to the Easement granted by this Agreement. Grantees represent and warrant to Grantor that all requisite official action has been taken by Grantees prior to execution of this Agreement and that the signatories representing the Grantees have been duly authorized and empowered to execute this Agreement.

11. **Severability and Applicable Law.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, and if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Agreement. This Agreement has been made and entered into in the State of New Jersey and the laws of the State of New Jersey shall govern the validity, interpretation and performance of this Agreement.

**EXHIBIT A**  
Public Walkway Easement Area  
(See Attached)





BIRDSALL SERVICES GROUP

BIRDSALL ENGINEERING • DI STASIO & VAN BURKH • LGA ENGINEERING • MORRIS, JOHNSON & ASSOCIATES • PMK GROUP

**METES AND BOUNDS DESCRIPTION  
WALKWAY EASEMENT IN BLOCK 1, LOTS 1A AND 2A  
IN THE TOWNSHIP OF HARRISON  
HUDSON COUNTY, NEW JERSEY**

Beginning at a point in the northerly sideline of Harrison Avenue (66' R.O.W.), said Beginning point being distant 159.03' coincident with said sideline from its projected intersection with the projected westerly sideline of Passaic Avenue (60' R.O.W.), and from said Beginning point, thence;

1. Coincident with the northerly sideline of Harrison Avenue, South 79°-02'-54" West, a distance of 56.39 feet to a point in same, thence;
2. Leaving said northerly sideline, North 02°-47'-58" West, a distance of 15.12 feet to an angle point in said walkway easement, thence;
3. Coincident with the said easement line, South 87°-12'-02" West, a distance of 5.47 feet to a point, thence;
4. Coincident with the said easement line, North 02°-47'-58" West, a distance of 26.97 feet to a point, thence;
5. Coincident with the said easement line, North 87°-06'-10" East, a distance of 5.47 feet to a point, thence;
6. Coincident with the said easement line, North 02°-47'-58" West, a distance of 139.74 feet to the division line of Lots 2A and 2B in Block 1, thence;
7. Coincident with said division line, North 79°-03'-00" East, a distance of 40.56 feet to a point, thence;
8. Leaving said division line, South 49°-45'-06" West, a distance of 15.18 feet to an angle point in the easterly line of the herein described easement, thence;
9. Parallel with the second course, South 00°-42'-18" East, a distance of 159.73 feet to an angle point in the easterly line of the herein described easement, thence;
10. South 35°-05'-00" East, a distance of 3.68 feet to an angle point in the easterly line of the herein described easement, thence;



BIRDSALL SERVICES GROUP  
ENGINEERS & CONSULTANTS

BLOCK 1, LOTS 1A AND 2A  
Page 2

11. North 78°-49'-23" East, a distance of 30.15 feet to an angle point in the easterly line of the herein described easement, thence;
12. South 11°-10'-37" East, a distance of 12.16 feet to the point and place of Beginning.

Containing 5,150 S.F. or 0.118 Acres



Michael W. King, PLS  
New Jersey Professional Land Survey License No. GS002748000

The above described public walkway easement area is depicted as the cross-hatched area on the attached "Walkway Easement Survey" prepared by LGA Engineering dated April 27, 2009.





BIRDSALL SERVICES GROUP

BIRDSALL ENGINEERING • DI STASIO & VAN BUREN • LGA ENGINEERING • MORRIS, JOHNSON & ASSOCIATES • PMK GROUP

**METES AND BOUNDS DESCRIPTION  
MAINTENANCE EASEMENT IN BLOCK 1, LOTS 1A AND 2A  
IN THE TOWNSHIP OF HARRISON  
HUDSON COUNTY, NEW JERSEY**

Beginning at a point in the northerly sideline of Harrison Avenue (66' R.O.W.), said Beginning point being distant 215.42' coincident with said sideline from its projected intersection with the projected westerly sideline of Passaic Avenue (60' R.O.W.), and from said Beginning point, thence;

1. Coincident with the northerly sideline of Harrison Avenue, South 79°-02'-54" West, a distance of 21.56 feet to a point in same, thence;
2. Coincident with said maintenance easement and the westerly division line of Lot 1A, Block 1, North 16°-00'-18" West, a distance of 8.43 feet to an angle point in said division line, thence;
3. Coincident with the said division line, North 00°-42'-18" West, a distance of 174.39 feet to a point in the northwesterly corner of Lot 2A, Block 1, thence;
4. Coincident with the said division line, North 79°-03'-00" East, a distance of 17.07 feet to a point, thence;
5. Leaving said division line, South 02°-47'-58" East, a distance of 139.74 feet to an angle point in said maintenance easement, thence;
6. Coincident with the said easement line, South 87°-06'-10" West, a distance of 5.47 feet to a point, thence;
7. Coincident with the said easement line, South 02°-47'-58" East, a distance of 26.97 feet to a point, thence;
8. Coincident with the said easement line, North 87°-12'-02" East, a distance of 5.47 feet to a point, thence;
9. Coincident with the said easement line, South 02°-47'-58" East, a distance of 15.12 feet to the point and place of Beginning.

Containing 3,522 S.F. or 0.080 Acres

*Michael W. King*

Michael W. King, PLS

New Jersey Professional Land Survey License No. GS002748000

M:\Crnford\Jobs\Harrison Redevelopment Agency\051473\SURVEY\DESCRIPTIONS\MAINTENANCE EASEMENT.doc

65 Jackson Drive | Cranford, NJ 07016 | Tel 888.335.BSGI (2744) | Fax 908.497.9134 | www.birdsall.com

The above described maintenance easment area is depicted as the cross-hatched area on the "Maintenance Easement Survey" prepared by LGA Engineering, Inc. dated April 27, 2009.

Exhibit B

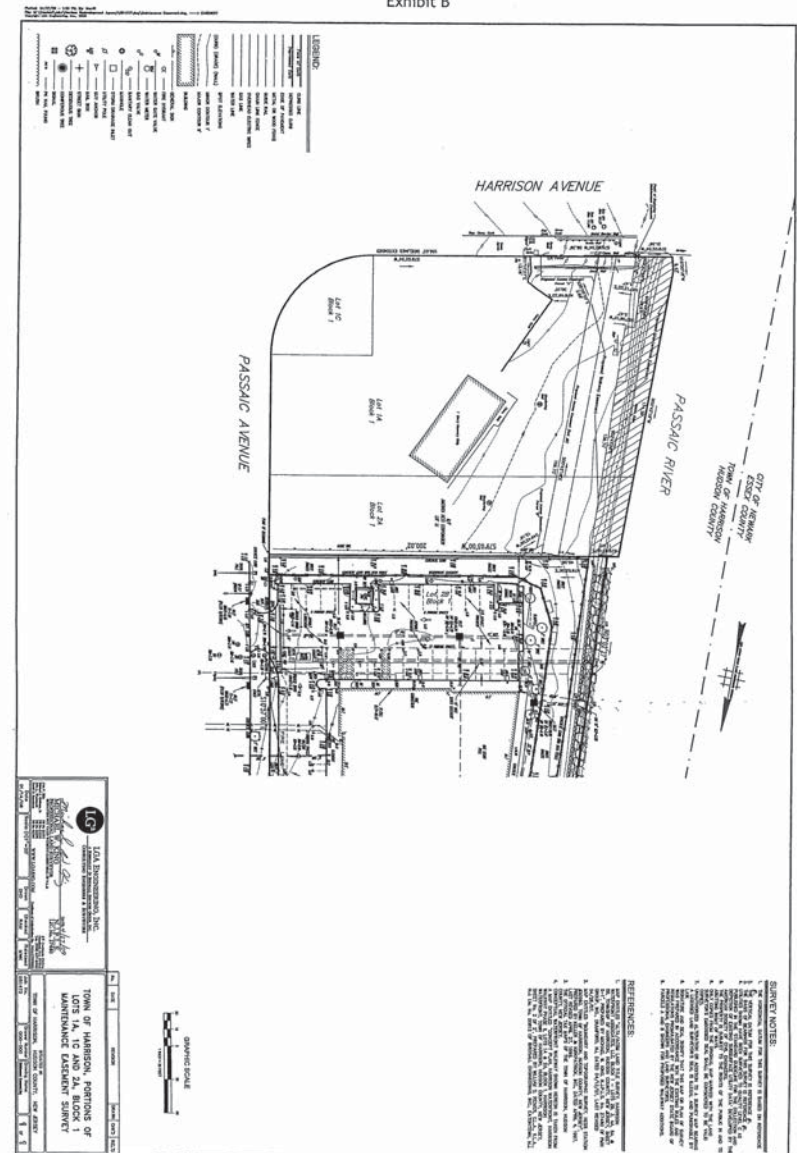





EXHIBIT D  
Location of Grantor Access to Walkway


IN WITNESS WHEREOF, Grantor and Grantees have executed this Agreement as of

the date first above written.

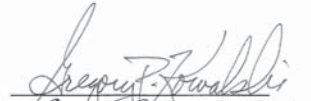
WITNESS OR ATTEST:

GRANTOR:  
HESS CORPORATION  
A New Jersey Corporation

  
John M. Rockwell

By:   
Name: TIMOTHY J. O'CONNOR  
Title: VP, MARKETING & RETAILING REAL ESTATE

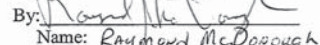
GRANTEE  
The Harrison Redevelopment Agency

  
Gregory P. Kowalski, Executive Director

By:   
Name: Peter B. Higgins III  
Title: Chairman

The Town of Harrison

  
Paul Zarbetski

By:   
Name: Raymond McDorough  
Title: Mayor

STATE OF NEW JERSEY :

COUNTY OF Middlesex : ss.:

BE IT REMEMBERED, that on the 24<sup>th</sup> day of June, 2009

2009, before me, the subscriber, a Notary Public of New Jersey, personally appeared

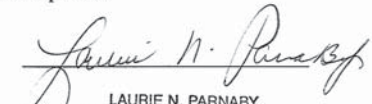
Timothy J. O'Connor, who being by me duly sworn upon his oath, deposes and makes proof to

my satisfaction: (i) that he/she is VP, Mktg of Hess Corporation the "Grantor" (as defined in the Easement Agreement to which this acknowledgment is attached); (ii) that the

execution and delivery of the Easement Agreement has been duly authorized by the Grantor; and

(iii) that the Easement Agreement was signed and delivered by him/her as the voluntary act and

deed of the Grantor for the uses and purposes therein expressed.

  
LAURIE N. PARNABY  
Notary Public of New Jersey  
I.D. #2290736  
Commission Expires 8/13/2012

Prepared By Barbara L. Conklin, D.A.G.

**EASEMENT AGREEMENT**

This Easement Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, between Riverpark at Harrison I Urban Renewal, L.L.C. ("Grantor") having an address at c/o BNE Associates, 16 Microlab Road, Suite A. Livingston, New Jersey 07039, which is the authorized agent for all owners of condominiums already constructed or to be constructed at First Street between Bergen Street and Warren Street in the Town of Harrison, Hudson County, New Jersey ("the unit owners") who possess a proportionate undivided ownership interest in the property and common elements described in Exhibit A attached hereto ("the Property") and NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, having an address at 401 East State Street, Trenton, New Jersey 08625, THE TOWN OF HARRISON, 318 Harrison Road, Harrison, New Jersey 07029 and THE HARRISON REDEVELOPMENT AGENCY, 600 Essex Street Harrison, New Jersey 07029 (collectively "Grantee").

**WITNESSETH**

WHEREAS, Grantor is for purposes of granting an easement over the condominium property, the sole agent of the owners of the units constructed or to be constructed at First Street between Bergen Street and Warren Street in the Town of Harrison, Hudson County, New Jersey (the "Unit Owners"), pursuant to Waterfront Development Permit #0904-04-0001.1 WFD 040001, as more particularly described in Exhibit A (the "Property") including therein those common elements already

constructed and to be constructed by Riverpark at Harrison I, L.L.C. as depicted in Exhibit B ("Easement Area"); and

WHEREAS, Grantor represents that it has the authority (i) to enter into this Agreement pursuant to its master deed, by-laws, rules and regulations; and (ii) to assess all unit owners those costs necessary to fulfill its obligations under this Agreement and shall do so to the fullest extent permissible pursuant to the Condominium Act, N.J.S.A. 46:BB-1 et seq.; and

WHEREAS, the New Jersey Conservation Restriction and Historic Preservation Restriction Act (N.J.S.A. 13:8B-1 et seq.) was enacted to provide for the limitation and restriction of development, management and use of real property by conservation easement; and

WHEREAS, by virtue of the Property's location directly on the Passaic River, the waterfront area of the Property possesses great scenic, aesthetic and recreational qualities for the public enjoyment; and

WHEREAS, in order to effectuate the Public Trust Doctrine, the Grantee desires to provide for public access to the entire Passaic River waterfront on the Property through the creation of a publicly accessible linear waterfront walkway including the main route of the walkway along the perimeter of the waterfront and the fishing pier (collectively, the "Walkway"); and

WHEREAS, the Walkway is intended to conform with the Passaic River Waterfront Walkway Project (the "Walkway Project") which is contemplated to span the Passaic River waterfront in New Jersey; and

WHEREAS, the Walkway and the associated Army Corps of Engineers Flood Wall (the "Flood Wall") are also shown on the site plans approved by the Harrison

Planning Board by Resolution dated December 22, 2003, and, pursuant thereto, the Grantor has or will execute and record a Developer's Agreement between and among the Grantor, The Town of Harrison, The Town of Harrison Planning Board and the Harrison Redevelopment Agency setting forth the Grantor's obligations with respect to the construction and maintenance of the Walkway and Flood Wall.

**WHEREAS**, the creation of the Walkway will implement the Public Trust Doctrine and ensure public access to the Passaic River waterfront and preservation of the waterfront area of the Property for the public enjoyment in perpetuity; and

**WHEREAS**, the Grantor intends to grant to the Grantee a conservation easement on the Property for the creation and use of the Walkway,

**NOW, THEREFORE**, for and in the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. **Grant of Easement.** (A) Grantor hereby voluntarily conveys, transfers, assigns and grants to the Grantee a conservation easement with respect to that portion of the Property described by metes and bounds and survey in Exhibit B ("Easement Area"). The parties agree that this easement shall be in full force and effect as to the entire Easement Area depicted in Exhibit B, including those areas upon which the Walkway has not yet been constructed as of the date of this agreement. Nothing contained in this Easement Agreement shall be deemed or construed to give or grant to Grantee, the public, or anyone else, any rights to use any portion of the Property except the Easement Area and then, with respect to the Easement Area,

only for recreational purposes. The Walkway may only be used for walkway purposes, being those recreational activities including but not limited to walking, jogging, bicycling, skating, fishing, sitting, viewing and other like recreational activities consistent with and compatible with public enjoyment of the waterfront area of the Property preserved by the easement herein granted. Recreational uses shall not include any activity which violates federal, state, county or municipal law. (B) In the event of a conflict between this Agreement and Final Plans approved by the Department of Environmental Protection (DEP) in writing pursuant to Waterfront Development Permit #0904-04-0001.1 WFD 040001 the Final DEP-approved Plans pursuant to Waterfront Development Permit #0904-04-0001.1 WFD 040001 shall govern. (C) This Grant of Easement includes the right of the Army Corps of Engineering and/or its agents and/or contractors, to access the Easement Area as required for the construction, installation, replacement, modification and/or repair of the Flood Wall.

II. **Access: Maintenance.**

A. Grantor shall not be required to provide any additional or further means or areas of access, ingress or egress to and from the Property and the Easement Area. Grantor further agrees to maintain the Walkway at Grantor's expense. "Maintenance" includes removal of snow, ice, leaves, litter, gum, debris, graffiti, and unauthorized signage from the Walkway, regular emptying of trash receptacles, maintaining the surface of the Walkway and the area underneath in good repair except for defects or failures caused by natural conditions beyond the control of the Grantor as set forth in Section III (C) below, maintenance and regular cleaning of drainage basins, grates or any other structure designed to receive surface water

runoff from the Walkway, maintenance of those lighting fixtures, decorative plantings, closure signs, trash receptacles and benches appearing on Final Plans approved by the Department of Environmental Protection (DEP) in writing pursuant to Waterfront Development Permit #0904-04-0001.1 WFD 040001 or any subsequent DEP issued permit and any other action consistent with these obligations which is necessary to effectuate permanent and convenient public access to the Walkway. Upon obtaining prior approval of Grantee, Grantor may temporarily restrict access to the Walkway if required for construction, repair or maintenance, except that no prior approval need be obtained in emergent conditions where such restriction of access shall be required to prevent, abate or mitigate significant injury to persons or property in or about the Easement Area. In the event of closure of the Walkway for an emergent condition, Grantor shall provide immediate notice to Grantee that access has been restricted, stating the reasons therefore and the date by which access to the Walkway shall be restored. In no event shall the Grantor erect any gate or place any obstruction whatsoever across the Walkway which blocks or impedes physical access to the Walkway by the public at any time except those temporary obstructions necessary to repair the Walkway or to close the Walkway for an emergent condition as provided above.

B. Grantee shall not be permitted to construct, install or maintain any structure, building or other improvement within the Easement Area, except those appearing on Plans approved by DEP in writing pursuant to Waterfront Development Permit #0904-04-0001.1 WFD 040001 or any other subsequently issued DEP permit. The Grantee shall not, in the future, be permitted to change, modify or alter the design

of the Walkway within the Easement Area without obtaining the prior written consent of the Grantor, which shall not be unreasonably withheld.

C. Any activity on or use of the Easement Area by Grantor and Grantee which is inconsistent with the Public Trust Doctrine, the purpose of this Easement, or not in conformance with the Plans and specifications approved by DEP in writing pursuant to Waterfront Development Permit #0904-04-0001.1 WFD 040001 or any other subsequently issued DEP permit shall be prohibited.

### **III. Enforcement Rights of Grantee.**

A. (i) In addition to, and not in limitation of any other rights of Grantee hereunder or at law or in equity; if Grantee determines that a breach, default or violation ("Violation") of this Easement Agreement has occurred or that a Violation is threatened, Grantee shall give written notice to Grantor of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If Grantor fails to cure the Violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the Violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such Violation within the thirty (30) day period, or fails to continue diligently to cure such Violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction (i) to enjoin and/or cure such Violation, (ii) to enter upon the Easement Area and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Easement Area affected by such Violation to the condition that existed prior thereto, or (iii) to seek or enforce such other legal and/or equitable relief or remedies as Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Easement.

(ii) If Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Easement Area, Grantee may pursue its remedies under subparagraph III A(l) above without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this subparagraph shall apply equally in the event of either actual or threatened Violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any Violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish Grantee's rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.

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

C. Nothing contained in the Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth moving, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to

the Property, Easement Area or walkway resulting from such causes. Notwithstanding the foregoing, all of Grantor's obligations herein to maintain the Walkway shall remain in full force and effect.

D. Grantor agrees to reimburse Grantee for any costs incurred by Grantee in enforcing the terms of this Easement Agreement against Grantor, and including, without limitation, the reasonable costs of suit and attorneys fees.

IV. **Grant in Perpetuity.** The Easement hereby granted shall be a burden upon and shall run with the Property and shall bind the Grantor, its successors and assigns in perpetuity. Grantor shall provide Grantee telephonic and written notice of any transfer or change in ownership of the Easement Area (excluding purchases of individual units within the Condominium) at least six business days prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership, stating the name and address of the new owner, and providing a written acknowledgment by the new owner of its assumption of the obligations imposed by this Agreement. Grantee reserves the right to transfer, assign or otherwise convey the Easement conveyed by this Agreement to any other entity or person to facilitate the operation of and/or public use and enjoyment of the Passaic River Walkway, or portions thereof.

V. **Limitations on Liability; Responsibility of Successors.**

A. Grantor's liability with respect to the Easement Area is subject to the limitations contained in N.J.S.A. 2A:42A-8 (Land Owner's Liability Act.)

B. The term "Grantor" as used in this Easement, so far as the covenants, liabilities and obligations on the part of the Grantor are concerned, shall be limited to mean and include Riverpark at Harrison I, L.L.C., its assigns, transferees and

successors-in-interest. None of the individual unit owners within the River Park at Harrison I shall have any of the direct obligations or liabilities of the Grantor hereunder, provided, however, that upon dissolution of the Condominium, the individual unit owners then holding title will be directly liable for the liabilities and obligations under this Agreement, as will be their successors-in-title.

Prior to or simultaneous with dissolution of the Condominium Association, Grantor shall take those actions necessary to ensure that Grantee receives within two business days after dissolution (i) a list of the names and addresses of all unit owners of record as of the day of dissolution; (ii) the name and address of any person or entity to whom any rights and liabilities under this Agreement have been or will be transferred; and (iii) a true, complete, legible copy of all final, executed documents relating to the dissolution of the Association and transfer of any interest in the Property, Walkway, Easement Area or any portion hereof.

**VI. Notices.** Any notice, demand, request, consent, approval or communication under this Easement Agreement shall be sent by Certified Mail, Return Receipt Requested, addressed as follows:

To Grantor:

Riverpark at Harrison, L.L.C.  
c/o BNE Associates  
16 Microlab Road, Suite A  
Livingston, NJ 07039

To Grantee:

New Jersey Department of Environmental Protection  
Land Use Regulation Program  
501 East State Street  
P.O. Box 401  
Trenton, New Jersey 08625  
**TELEPHONE NUMBER AND NAME** to be provided.

Town of Harrison  
318 Harrison Avenue  
Harrison, NJ 07029  
Attention: Town Clerk

The Harrison Redevelopment Agency  
600 Essex Street  
Harrison, NJ 07029  
Attention: Executive Director

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

**VII. Taxes; Insurance.**

A. In the event a separate tax bill is issued for the Property, Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authorities (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement.

B. Grantor shall maintain adequate property and comprehensive general liability insurance on the Property, including sufficient insurance for liability claims under Section IV above.

**VIII. Miscellaneous.**

(a) The interpretation and performance of this Easement Agreement shall be governed by the laws of the State of New Jersey.

(b) If any provision of this Easement Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions

of this Easement Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this Easement Agreement shall be valid or binding unless containing a writing executed by the parties hereto.

(d) Should there be more than one Grantor the obligations imposed by this Easement Agreement upon Grantor shall be joint and several.

(e) The covenants, terms, conditions and restrictions of this Easement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

(f) The captions in this Easement Agreement have been inserted solely for convenience of reference and are not a part of this Easement Agreement and shall have no effect upon construction or interpretation.

(g) Execution of this Easement does not constitute a waiver of the State's ownership interest in Public Trust property [See, National Association of Home Builders v. NJDEP, 64 F.Supp.2d 354, 358 (D.N.J., 1999), fn.1].

(h) No provision of this Agreement shall be construed against or interpreted to the disadvantage of any of the parties, the parties acknowledging herein that they have jointly participated in the drafting and preparation of this Agreement.

(i) This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Grantor and Grantee have executed and delivered this Easement Agreement as of the date first set forth above.



RIVERPARK AT HARRISON | URBAN  
RENEWAL, LLC

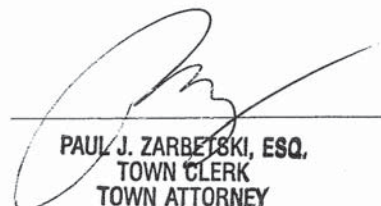
By: \_\_\_\_\_

Grantor

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION,

By: \_\_\_\_\_

Grantee



PAUL J. ZARBETSKI, ESQ.  
TOWN CLERK  
TOWN ATTORNEY

THE TOWN OF HARRISON

By: \_\_\_\_\_

Grantee

THE HARRISON REDEVELOPMENT  
AGENCY

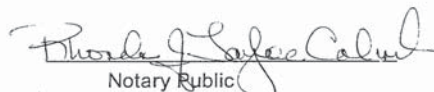
By: \_\_\_\_\_

Grantee

ACKNOWLEDGMENT

BE IT REMEMBERED that on the 20 day of July 2005, before me  
the subscriber, personally appeared LARRY PANTIERO

who I am satisfied is the person named in and who executed the within instrument,  
and thereupon s/he acknowledged that s/he signed, sealed and delivered the same  
as his/her voluntary act and deed for the purpose therein expressed.

  
Notary Public

Rhonda J. Tayloe-Calinda  
Notary Public of New Jersey  
Commission Expires Mar. 5, 2008

ACKNOWLEDGMENT

BE IT REMEMBERED that on the 22<sup>nd</sup> day of July 2005, before me  
the subscriber, personally appeared Peter B. Higgins, III, Chairman of the  
HARRISON Redevelopment Agency

who I am satisfied is the person named in and who executed the within instrument,  
and thereupon s/he acknowledged that s/he signed, sealed and delivered the same  
as his/her voluntary act and deed for the purpose therein expressed.

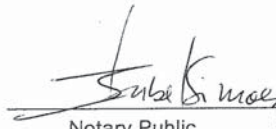
  
Notary Public

James P. Beuno, At  
Attorney-at-Law of New Jersey

ACKNOWLEDGMENT

BE IT REMEMBERED that on the 27<sup>th</sup> day of July 2005, before me  
the subscriber, personally appeared Raymond J. McDougall

who I am satisfied is the person named in and who executed the within instrument,  
and thereupon s/he acknowledged that s/he signed, sealed and delivered the same  
as his/her voluntary act and deed for the purpose therein expressed.

  
Notary Public **ISABEL SIMOES**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 3/19/2009

ACKNOWLEDGMENT

BE IT REMEMBERED that on the \_\_\_\_\_ day of \_\_\_\_\_ 2005, before me  
the subscriber, personally appeared

who I am satisfied is the person named in and who executed the within instrument,  
and thereupon s/he acknowledged that s/he signed, sealed and delivered the same  
as his/her voluntary act and deed for the purpose therein expressed.

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

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STATE OF NEW JERSEY :

: ss.

COUNTY OF HUDSON :

BE IT REMEMBERED, that on the 28th day of May, 2009, before me, the subscriber, ISABEL SIMOES, personally appeared Raymond McDonough, who being by me duly sworn upon his oath, deposes and makes proof to my satisfaction: (i) that he is the Mayor of the Town of Harrison, (the "Town" as defined in the Easement Agreement to which this acknowledgement is attached): (ii) that the execution and delivery of the Easement Agreement has been duly authorized by the Town; and (iii) that the Easement Agreement was signed and delivered by him as the voluntary act and deed of the Town for the uses and purposes therein expressed.



ISABEL SIMOES  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 3/19/2014

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