

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made and dated 6/7, 2017,

Between: NEW JERSEY PROPERTIES, INC., a corporation of the State of New Jersey with its principal office at 80 Park Plaza, Newark, New Jersey 07102 (from now on called the "Seller")

And: THE HOUSING AUTHORITY OF THE CITY OF BAYONNE, having a principal location at 30 Avenue C, Bayonne, New Jersey 07002, (from now on called the "Buyer").

1. DEFINITIONS:

"Environmental Condition" means any condition involving Regulated Substances with respect to surface or subsurface soil, ambient air, surface water, groundwater, leachate, run-off, stream or other sediments or similar environmental medium on or off the Property, which condition has caused, or may cause, injury or damage or requires investigation or remedial or corrective action or compliance with permit requirements, standards, rules, regulations, ordinances or other Environmental Law, as required, interpreted or applied by governmental entities.

"Environmental Law" means any laws, ordinances, statutes, codes, rules, regulations, orders, directives, guidance, permits or licenses addressing environmental, health or safety issues or requirements of or by federal, state, local or other political subdivision exercising jurisdiction over the Property, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq. ("RCRA"); the Hazardous Material Transportation Act, 49 U.S.C. 1801, et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601, et seq. ("TSCA"); the Clean Air Act, 42 U.S.C. 7401, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. 300(f), et seq.; the Occupational Safety and Health Act, 29 U.S.C. 651, et seq. ("OSHA"); the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq.; the Industrial Site Recovery Act, N.J.S.A. 13:1K-6, et seq. ("ISRA"); the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq.; the Air Pollution Control Act, N.J.S.A. 26:2C-19.1, et seq.; the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1, et seq.; the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1, et seq.; and the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21, et seq., all as presently in effect and as the same may hereafter be amended from time to time, and any regulation pursuant thereto as well as any obligations, duties or requirements arising under common law.

"Regulated Substance" means any hazardous substance, toxic substance, dangerous substance, pesticide, pollutant, contaminant, chemical, gasoline, petroleum or petroleum products, asbestos, PCBs, radioactive material (including by-product, source and/or special nuclear material), radon, urea-formaldehyde, flammable material, explosives,

solid waste, municipal waste, industrial waste and hazardous waste or words of similar import that are defined as such or are subject to regulation under any Environmental Law.

"Former Hobart Avenue Gas Works" means a former manufactured gas plant ("MGP") owned and operated by predecessor companies of Public Service Electric & Gas Company ("PSE&G") for which the New Jersey Department of Environmental Protection (the "NJDEP"), has notified PSE&G that it is required to investigate and, if necessary, remediate MGP-related contamination at and in the vicinity of the former Hobart Avenue Gas Works.

THE SELLER AND THE BUYER AGREE AS FOLLOWS:

2. The Seller shall sell and the Buyer shall buy the Property under the terms of this Contract.
3. The word "Property" in this contract includes:
 - A. All the land located in the CITY of BAYONNE, COUNTY of HUDSON and State of New Jersey designated as Block 471, Lots 1, 2, 3, 4, 5, 6 & 7, on the tax assessment map of the City of Bayonne.
 - B. All buildings, driveways and other improvements on the land, if any; and
 - C. All other rights of the Seller with regard to the land.
4. The purchase price is Five Hundred Forty Two Thousand Five Hundred Dollars (\$542,500) DOLLARS United States currency and other good and valuable consideration. The Buyer will pay the purchase price as follows:

Upon signing of this Contract \$ 54,250

Balance to be paid at closing of title, in cash or by
certified or bank cashier's check subject to adjust-
ments at closing \$ 488,250

TOTAL PURCHASE PRICE \$ 542,500

5. Title to the Property is as follows:
 - A. Title to the Property shall be good, marketable title, insurable at regular rates by a reputable title insurance company doing business in the State of New Jersey, subject, nevertheless, to the following:

- (i) Present and future laws, ordinances, regulations, restrictions and orders of any federal, state, county or municipal government or other public authority relating to the Property or the use thereof;
- (ii) Statutory lien for real estate taxes not due and payable;
- (iii) Conditions not disclosed by an instrument of record; or
- (iv) Such state of facts as shall be disclosed by a current, accurate survey or inspection of the Property, including, but not limited to, subsurface conditions.

If Title is not marketable, Seller shall have thirty (30) days to cure the title defect(s). If the title defect(s) cannot be cured within the thirty (30) days, the Buyer may terminate this Contract and the Seller shall return the deposit and reimburse Buyer for reasonable fees of any title searches or survey. Seller shall not be responsible for Buyer's attorney's fees.

- B. Buyer, at its expense, may cause a title search of the Property to be conducted within thirty (30) days from the date hereof. Buyer's entry on the Property shall be governed under the due diligence terms of this Agreement. If Buyer finds, upon examination of title, any objections or defects other than those specified herein and subject to which the Property is to be conveyed so that the Seller cannot convey title as herein provided, Buyer shall give notice in writing to the Seller stating in detail the nature of such objections or defects. In the event that the Seller is unable or unwilling to remove any such objections or defects or is unable to convey the Property as herein agreed to be conveyed; Buyer may reject the title, but in the event of such rejection, the sole and exclusive right of Buyer shall be to elect either to terminate this Contract or accept title. Under no circumstances shall the Seller be liable to the Buyer for actual or consequential damages or for any other claims based upon this Contract as a result of a defect in title.
 - C. The description of the Property in the Deed shall be a metes and bounds description drawn from a survey made and certified by a licensed New Jersey surveyor which shall be obtained by and at the expense of the Buyer.
6. In addition to, and without limiting the foregoing, it is expressly understood and agreed between the Parties that Seller assumes no responsibility, express or implied, for the condition, quality, character or maintenance of the Property and that the Property is being conveyed "AS IS" and "WHERE IS" INCLUDING ENVIRONMENTAL CONDITION AND ANY REGULATED SUBSTANCE OR NONCOMPLIANCE WITH ENVIRONMENTAL LAW. EXCEPT FOR ANY WARRANTY OF TITLE EXPRESSLY STATED HEREIN, SELLER MAKES NO OTHER REPRESENTATION AND DISCLAIMS ANY OTHER WARRANTY, WHETHER STATUTORY,

WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. ANY INFORMATION PROVIDED BY SELLER THAT RELATES TO THE PROPERTY SHALL BE FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE GUARANTEED OR WARRANTED. Buyer hereby assumes the risk that adverse past, present or future conditions may not be revealed in its inspection or investigation.

7. Except as set forth in Paragraph 9E, as a material inducement and consideration for the transfer hereunder, Buyer, for itself and its affiliates, successors, heirs and assigns, does hereby agree to release, defend, indemnify, hold harmless and forever discharge Seller, its affiliates, successors and assigns, from all actions, causes of action, obligations, expenses, liabilities, losses, penalties, fines, fees (including counsel fees and costs of investigations and defense) or costs (including monitoring, clean-up, compliance and/or litigation costs), claims, lawsuits, damages (including personal injury, death, property and natural resource damages) and violation of any federal, state or local law, statute, rule, regulation or ordinance, including but not limited to Environmental Laws, of any kind or character, whether known or unknown, hidden or concealed (collectively "Claims"), which Seller or Buyer may, at any time and from time to time, incur, pay out, be exposed to and/or be responsible for which arises from or is related to the Property, including without limitation as a result of the presence of any Regulated Substances, Environmental Condition and/or violation or of noncompliance with any Environmental Law, regardless of whether the conduct or condition took place or existed prior to or after the Closing. This shall be included in the Deed transferring the property to the Buyer and Buyer hereby agrees to include it in all future deeds regarding this Property.
8. Buyer acknowledges that it is aware that factual matters now unknown to it may have given or may hereafter give rise to Claims that are currently unknown, unanticipated and unsuspected, and it further agrees that the release, indemnity, defend and hold harmless provisions herein have been negotiated in light of that awareness and nevertheless Buyer hereby intends to release, indemnify, defend and hold harmless the Seller and Seller's affiliates, successors and assigns. Buyer shall include notice of this release of Claims in any future deed relating to the Property or any portion of the Property. This shall be a burden upon the Property and shall run with the land and bind all future parties who acquire an interest in the Property, their successors and assigns in perpetuity.
9. This Contract and the sale of the Property are subject to the following:
 - A. Subject to any and all easements, restrictions, rights, privileges, licenses or grants of whatever nature affecting the Property which now exist and which affect the lands to be conveyed, such as but not limited to drainage rights, streets, roadways, telephone lines, underground conduits, sewers, manholes, pipes or rights-of-way.

- B. Also subject to site, surface and subsurface conditions affecting the land herein described not disclosed by any instrument recorded in the Offices of the Register of Hudson County.
- C. Also subject to such state of facts as an accurate survey and a thorough inspection of the property may disclose.
- D. Current Environmental Condition of the Property. Buyer acknowledges and agrees that Seller has remediated the Property and acquired a No-Further Action Letter from the NJDEP. The transfer of the Property will result in Buyer completely and solely responsible for any environmental condition or remediation of the Property that is not associated with the discharge of a Regulated Substance from the Seller's previous use of the Property has a manufactured gas facility. Seller will continue to be responsible for any Environmental Condition of remediation associated with the former Hobart Avenue Gas Works. Buyer acknowledges and agrees to comply with the No Further Action Letter and Deed Notice that was recorded on May 7, 2007 and is attached herewith as Exhibit A. The Buyer acknowledges and agrees to comply with the notification requirements stipulated in the Deed Notice and to notify PSE&G in advance of any disturbance to the cap described in Exhibit C-2 of the Deed Notice. The Buyer acknowledges and agrees to comply with the requirements stipulated in Exhibit C-3 of the Deed Notice that requires any structure constructed on the Property to be equipped with a Vapor Barrier System and shall require all future purchasers of the Property to comply with this requirement.
- E. Any and all Deed Notices recorded on the Property have been provided to Buyer.
- F. Easements referenced in Paragraph 10.B. below and attached here to as Exhibit B which will be recorded against each lot prior to closing of title and passing of deed.

10. Seller reserves the following for its parent corporation, Public Service Electric and Gas Company ("PSE&G"), its affiliates, successors and assigns:

A. The right to construct, operate, own, reconstruct, add, alter, replace, relocate, upgrade and maintain overhead and underground electric wires, gas mains, telecommunication facilities and appurtenances presently located on the Property, if any, (the "Facilities"), together with the right to remove obstructions and to trim, cut and remove at any time and without prior notice, any and all trees now located and which may hereafter be located on the Property which, in the judgment of the duly authorized representative of PSE&G, its affiliates, successors and assigns, endanger said Facilities, as they presently exist or shall exist at the time of future placement; together with the absolute right, liberty and sole authority of PSE&G, its affiliates, successors and assigns, to assign the whole or any part of said personalty, easement, or the use thereof, independent of or together or in conjunction with Seller.

B. Seller specifically reserves onto itself an easement and will record a Deed of Easement against each lot for access rights from any and all points of the Property to continue any environmental investigations, analysis or remediation of the Property that may be required by the New Jersey Department of Environmental Protection Agency pursuant to the attached Department of the Environmental Protection No Further Action Letter and Deed Notice attached herewith as Exhibit A.

11. The provisions of this Contract shall survive Closing and any future sale or other transfer of the Property by Buyer, its affiliates, successors, heirs and assigns, and shall be binding upon Buyer, its affiliates, successors, heirs and assigns.
12. The closing of title ("Closing") shall take place at the offices of Seller at 80 Park Plaza, Newark, New Jersey on the sixty-first (61st) day from the stamped date of receipt of the written notice of such sale to the Board of Public Utilities ("BPU") or a reasonable extension of time therefrom, or the twentieth (20th) day from the expiration of the Due Diligence Period, whichever date is later, between the hours of 10:00 AM and 2:00 PM. In the alternative, the parties may elect to close title by receipted overnight mail service. The parties acknowledge that the Closing is conditioned upon notice to and approval of the BPU. The Parties understand that this sale requires notice to the Board of Public Utilities, who could require additional information and delay Closing. Buyer shall hold Seller harmless in connection with a delay in the Closing caused by the Board of Public Utilities.
13. Buyer shall have forty-five (45) days to complete any due diligence. Buyer represents that prior to Closing it shall have made a thorough inspection of the Property and that this Contract is entered into with full knowledge as to the value, character, quality and condition of the Property. No allowances shall be made on behalf of Buyer for any failure on Buyer's part to adequately inspect the Property. It is understood and agreed by and between the parties to this Contract that the Property shall be taken by the Buyer at Closing in its condition as of the date of Closing. SELLER MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PHYSICAL AND/OR ENVIRONMENTAL CONDITION OF THE PROPERTY. Purchase of the Property by Buyer will result in a complete transfer of rights and liabilities with respect to the Property, and all liability or obligation for any Environmental Condition or Regulated Substance that may exist at, on, in, over or under the Property, excluding environmental conditions that are the result of a discharge of a Regulated Substance from the Former Hobart Avenue Gas Works. Buyer acknowledges and agrees that Seller's execution of this Contract is not, nor shall the same constitute or be construed as an admission or acknowledgement of responsibility or liability for, nor waiver of any defense relating to, the presence of any material, substance, Regulated Substance, Environmental Condition or other condition at, in, on, over or under the Property, including without limitation, structures located at, on, in or under the Property, or on lands or in the waters of the State of New Jersey.

14. Buyer shall have from the date hereof until the date which is forty-five (45) days from and after the date hereof (the "Due Diligence Period") to satisfy itself as to all matters respecting the Property and the lawful uses to which the same may be put by Buyer, including without limitation the following: conduct a review of title to the Property; conduct a structural and mechanical engineering review of the improvements located at the Property; conduct an environmental study; and review the status of all governmental approvals. In the event Buyer's inspection discloses any exception or condition unsatisfactory to Buyer, then Buyer may, solely on or before the expiration of the Due Diligence Period, terminate this Contract by notice (the "Termination Notice") to Seller. Buyer's decision that it is dissatisfied with the Property shall be made in good faith and based solely upon the results of its inspections of the Property. In the event Buyer has not provided the Termination Notice within the time required above, the termination right provided hereunder shall be null and void and of no further force and effect and thereafter the Deposit shall be non-refundable to Buyer. In the event Buyer provides the Termination Notice within the time period required above, Buyer, within thirty (30) days thereafter, shall restore all portions of the Property disturbed or affected by Buyer's conducting such review and inspection as provided for in this Contract (the "Restoration Obligation"). Seller shall refund the Deposit to Buyer upon the later of Buyer's completion of the Restoration Obligation or thirty (30) days following receipt of the timely Termination Notice, and neither party shall have any further rights or obligations hereunder. Failure to give the Termination Notice on or before the expiration of the Due Diligence Period and/or completion of the Restoration Obligation within thirty (30) days shall constitute a waiver of Buyer's right to terminate this Contract.
15. Buyer warrants that it has good and sufficient financial ability to fulfill its obligations and responsibilities hereunder
16. Buyer agrees that any information which has been or may be provided to Buyer by Seller about the Property, including but not limited to any environmental testing, clean-up, remediation or any other work or operation which may have been performed on the Property, is provided as an aid or convenience to Buyer for informational purposes only, and Seller does not warrant or guarantee the accuracy or completeness of any such information and accepts no liability which evolves, or which is claimed to evolve, from said information.
17. Buyer warrants that it has retained the services of a qualified environmental expert, and that Buyer had the opportunity to inspect the Property and review the information provided by Seller to Buyer, and that the Buyer is exercising its independent business judgment in purchasing the Property with the benefit of advice, guidance and recommendations of its environmental expert.
18. At the Closing, the Seller shall transfer ownership of the Property to the Buyer by Deed of Bargain and Sale, subject to the provisions contained herein. The Deed shall be in proper form for recording. The Seller shall also give to the Buyer a sworn statement known as an Affidavit of Title. This affidavit shall contain information about the Seller reasonably necessary to clarify the Seller's ownership of the Property. The Seller shall

pay the Realty Transfer Fee required by law. All taxes for the current year of closing shall be apportioned to the date of closing of title. This sale may be subject to approvals of the Board of Directors of Seller (or its Property Committee), and the Board of Public Utilities of the State of New Jersey, if necessary, and to the obtaining of the proper releases from the Trustees of any mortgages that may be liens upon the Property.

19. Seller represents that there are no tenants in possession of, or having rights to, the Property. The parties shall apportion the municipal water charges, sewer charges and real estate taxes relating to the Property as of the Closing date according to the period of their ownership.
20. Buyer represents that it has not had dealings with any broker or other person in connection with this transaction. Buyer hereby assumes all responsibility for and will indemnify Seller against any claims for brokerage commissions that are established by a broker.
21. In this Contract, the parties have the right to cancel this Contract under certain circumstances. In order to cancel, a party must give written notice to the other. The Seller and the Buyer shall then be released from all further liability to each other.
22. All notices given under this Contract must be in writing. They may be given by: (a) personal delivery to the other party or to that party's attorney; (b) Federal Express or other receipted overnight delivery service; or (c) certified mail, return receipt requested, addressed to the other party at the address written at the beginning of this Contract or to that party's attorney. Notices shall be forwarded to:

Seller:

NJ Properties Inc.
80 Park Plaza, T6B
Newark, NJ 07102

With a copy to:

Manager-Corporate Properties
PSEG Services Corporation
80 Park Plaza, Mail Code: T6B
Newark, NJ 07102

With a copy to:

David K. Richter, Esq.
PSEG Law Department
80 Park Plaza, Mail Code: T5
Newark, NJ 07102

Buyer:

With a copy to:

Each party must accept and claim the notices given the other.

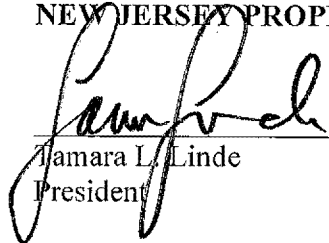
23. The attached Right of First Refusal Agreement (Exhibit C) is incorporated herein by reference as if set forth at length.
24. This Contract binds Seller to convey to Buyer only and to no one else, and this Contract may not and shall not be assigned or transferred by Buyer without Buyer first obtaining the written consent of Seller. This Contract shall not be filed or recorded by the Buyer. If same is filed or recorded, then this Contract shall be null and void.
25. This Contract is the full agreement of the Buyer and the Seller. All prior discussions, negotiations, communications, proposals or agreements, whether oral or written, are hereby superseded by this Contract. Any terms or conditions other than those set forth in this Contract shall not be binding upon the parties.
26. The parties may not change this Contract unless the change is in writing and signed by both parties. The parties authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract. There shall be no obligation or liability on the part of either the Seller or the Buyer unless and until this Contract is signed by the duly authorized representatives of the Seller and the Buyer.
27. This Contract is binding on the Seller and the Buyer and all those who lawfully succeed to their rights or take their places after the Closing.
28. Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of this Contracts shall not operate as a waiver. If any provision of this Contract is held to be invalid or unenforceable by a court or other authority of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining provisions, all of which shall remain in full force and effect.
29. This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey.

30. Upon full execution of this Contract by the parties hereto and compliance with the terms herein, Buyer, its agents and/or contractors, may enter in and upon said lands for the purposes of preparing a survey and legal description and performing its due diligence.

The Seller and the Buyer agree to the terms of this Contract by signing below. If a party is a corporation, this Contract is signed by its proper corporate officer and its seal is affixed.

SELLER:
NEW JERSEY PROPERTIES INC.

By:



Tamara L. Linde
President

ATTEST:


Michael K. Hyun
Corporate Secretary

BUYER:
HOUSING AUTHORITY OF THE CITY
OF BAYONNE

By:


Print Name: John J. McHon
Print Title: Executive Director

WITNESS OR ATTEST:

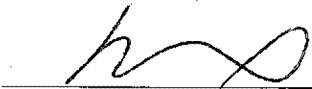

Kristin Waller, OSU

EXHIBIT A
NO FURTHER ACTION LETTER & DEED NOTICE



State of New Jersey

Department of Environmental Protection

Jon S. Corzine
Governor

Lisa P. Jackson
Commissioner

RECEIVED

FEB 29 2008

**Enviro. Projects
& Tech. Services**

Bureau of Case Management
401 East State Street
P.O. Box 028
Trenton, NJ 08625-0028
Phone #: 609-633-1455
Fax #: 609-633-1439

February 21, 2008

Mr. Bruce A. Preston, Manager
Environmental Projects and Technical Services
PSEG Services Corporation
80 Park Plaza, T17E
Newark, New Jersey 07102-4194

Re: Area of Concern - Site Soil
Restricted Use
No Further Action Letter and Covenant Not to Sue
Hobart Avenue Gas Works
Oak St
Bayonne, NJ
Program Interest #: 032252
Block 471 and Lots 1-7 Block 472 and Lots 1-13
KCSL #'s NJL800447047

Dear Mr. Preston:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) makes a determination that no further action is necessary for the remediation of the area of concern - site soil specifically referenced above, except as noted below, so long as PSEG Services Corporation did not withhold any information from the Department. This action is based upon information in the Department's case file and the final certified Remedial Action Report dated September 1998 and Deed Notice Revisions dated January 2007. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Preliminary Assessment, Site Investigation, Remedial Investigation and Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the area of concern known as site soil and no other areas. The Department reserves its rights to require any person responsible for the contamination at the site to address Natural Resource Injuries.

NO FURTHER ACTION CONDITIONS

As a condition of this No Further Action Determination pursuant to N.J.S.A. 58:10B-12o PSEG Services Corporation and any other person who was liable for the cleanup and removal costs, and remains liable pursuant to the Spill Act, shall inform the Department in writing within 14 calendar days whenever its name or address

changes. Any notices submitted pursuant to this paragraph shall reference the above case numbers and shall be sent to: Director, Division of Remediation Management and Response, P.O. Box 28, Trenton, N.J. 08625.

PSEG Services Corporation as well as each subsequent owner, lessee and operator (collectively Successors) shall comply with each of the following:

Deed Notice

Pursuant to N.J.S.A. 58:10B-13a, PSEG Services Corporation and the Successors shall ensure that the Deed Notice filed on 6/13/2007 with Hudson County Register of Deeds is complied with including maintenance of applicable engineering controls. The deed notice can be found in recording book 8234, page numbers 213-275 located at the county office.

The Department shall be contacted/consulted prior to any future onsite construction, to begin the process of modifying the deed notices. Deed notice modifications shall include but not be limited to final as-built drawings of the structures, engineering controls and sampling points. Any proposed basements or other subsurface structure on-site shall require evaluation and written Department approval.

Monitoring of Compliance

The goal of this remediation is to reuse the site as individual residential lots. This No Further Action Determination is conditioned on PSEG Services continuing to be the single point-of-contact and coordinator for all monitoring and maintenance for the properties subject to this deed notice, regardless of whether the lots are sold.

All homes will be constructed with a vapor mitigation system and will require monitoring. The first round of subsurface soil gas samples shall be collected and evaluated after construction is complete and prior to any occupancy to evaluate the effectiveness of the mitigation system.

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26E-8, PSEG Services Corporation and the Successors shall conduct monitoring for compliance and effectiveness of the institutional and engineering control(s) specified in this document and submit written certification to the Department every two (2) years that the institutional and engineering controls are being properly maintained and continue to be protective of public health and safety and the environment. Any such certification shall include the information relied upon to determine that no changes have occurred.

COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue (Covenant) pursuant to N.J.S.A. 58:10B-13.1. That statute requires a Covenant not to sue with each no further action letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property;

for the purposes of requiring remediation to address contamination which existed prior to the date of the Remedial Action Report dated September 1998 and the Deed Notice Revisions dated January 2007 for the real property at the area of concern identified above, payment of compensation for damages to, or loss of, natural resources, for the restoration of natural resources in connection with the discharge on the property, or payment of cleanup and removal costs for such additional remediation.

The person who undertook the remedial action, and each subsequent owner, lessee and operator, during that person's ownership, tenancy or operation, shall maintain all applicable engineering and institutional controls and conduct periodic compliance monitoring in the manner the Department requires.

Any person who benefits from this Covenant may be barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the remediation covered by this Covenant. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.

Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.


The Department may revoke this Covenant at any time after providing notice upon its determination that:

- (a) any person with the legal obligation to comply with any condition in this No Further Action Determination has failed to do so.
- (b) any person with the legal obligation to maintain or monitor any engineering or institutional control has failed to do so; or
- (c) any person with the legal obligation to submit, on a biennial basis, a certification that the engineering and institutional controls are being properly maintained and continue to be protective of the public health and safety and of the environment has failed to do so.

This Covenant, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant in the lines supplied below and the Department has received one copy of this document bearing original signatures of the Department and the person who undertook the remediation.

PSEG SERVICES CORPORATION

By: BRUCE A. PRESTON


Signature: 

Title: Manager - Environmental Projects and Technical Services

Dated: April 1, 2008

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Stephen E. Maybury

Signature: 

Title: Bureau Chief, Bureau of Case Management

Dated: FEB 21 2008

NOTICES

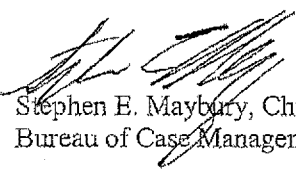
Soils-Only NFA when Ground Water Contamination remains from that Area(s) of Concern or Site

This No Further Action Determination is for soils only for the referenced area of concern. The Department has relied, in part, on the reported ground water data to support that soil contamination is no longer affecting ground water. Please be advised that if changes in future ground water data no longer support this conclusion, the Department reserves its rights to require additional soil remediation and possibly excavation.

Approval of natural attenuation as the site remedy for groundwater along with the acceptance of variance requests for the site bedrock aquifer were outlined in a NJDEP letter to PSEG Services Corporation dated April 13, 2007. Ground water sampling is continuing under the natural attenuation remedy on a biennial basis with sampling events planned in June of 2008, 2010 and 2012. The Department reserves the rights to require an alternate ground water remedy if natural attenuation proves ineffective in controlling and reducing ground water concentrations. The most recent sampling event from November of 2006 identifies benzene, ethylbenzene, naphthalene, and arsenic as site related ground water contaminants. Benzene is the most persistent contaminate with concentrations ranging from 2 to 6000 ppb.

Thank you for your attention to these matters. If you have any questions, please contact the assigned case manager Matthew Turner at (609) 984-1742.

Sincerely,


Stephen E. Maybury, Chief
Bureau of Case Management

c: Robert Sloan, Bayonne Municipal Clerk
Brigid Breivogel, Bayonne Department of Health
Robert Ferraiuolo, Hudson Regional Health Commission
Matthew Turner, Case Manager
Carie Compton, BEERA
Jeff Story, BGWPA
NJDEP- BISPS - John Defina

RECORD & RETURN TO:
PSEG Services Corp.
80 Park Plaza, T6B
Newark, NJ 07102

DEED NOTICE

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE
RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS
IN REAL PROPERTY.

Prepared by:
[Signature]

Richard Blackman
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RECEIVED
AND
RECORDED
DEE

06/13/2007 10:23A
WILLIE L. FLOOD
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 393161

Richard Blackman
[Print name below signature]

Recorded by:

[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the 17th day of May 2007, by New Jersey Properties, Inc. (NJPI), a wholly owned subsidiary of Public Service Electric and Gas Company (PSE&G), a corporation in the State of New Jersey whose post office address is 80 Park Plaza, Newark, New Jersey 07102 (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. NJPI is the owner in fee simple of certain real property designated as Block 471 Lots 1-7, Block 472 Lots 1-13, and Area of Dedication (Oak Court, a private right-of-way) on the tax map of the City of Bayonne, Hudson County; the New Jersey Department of Environmental Protection (NJDEP or Department) Program Interest Number for the contaminated site which includes this property is 032252; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. DEPARTMENT'S ASSIGNED BUREAU. The Bureau of Case Management was the NJDEP program that was responsible for the oversight of the remediation of the Property. The matter was Program Interest Number 032252.

3. SOIL CONTAMINATION. PSE&G has remediated contaminated soil at the Property in accordance with an NJDEP-approved Remedial Action Work Plan for the Property, such that soil contamination remains in certain areas of the Property at

BK:08234 PG:00213

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concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In accordance with the NJDEP's approval of the work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the site, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions for inspection by governmental enforcement officials.

5B. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.

6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the NJDEP. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the NJDEP contact:

New Jersey Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

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ii. Notwithstanding subparagraph 6A.i., above, the NJDEP's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the NJDEP of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the NJDEP within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The report shall include the nature of, and the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance; a description of the notice the Owner gave to those persons prior to the disturbance; the amounts of soil generated for disposal, if any; the final disposition; and, any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to the NJDEP at the address provided in subparagraph 6A.i., above.

6B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies the NJDEP of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all practicable measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies the NJDEP when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the NJDEP of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent recurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to the NJDEP at the address provided in subparagraph 6.A.i, above.

7A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Deed Notice, and certify to the Department on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certify to the NJDEP as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a) 1, every two years on the anniversary of the date the Department issued the no further action letter for the first soil remedial action that included a Deed Notice.

7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for

BK:08234 PG:00216

the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the NJDEP as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a) 1, every two years on the anniversary of the date the Department issued the no further action letter for the first soil remedial action that included a Deed Notice.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be

construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Area at the property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Area, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the NJDEP at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

New Jersey Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation Maintenance and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the NJDEP, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the

provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12. SUCCESSIONS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

13. MODIFICATION AND TERMINATION.

i. Any person may request in writing, at any time, that the Department modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the site, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk of Hudson County, New Jersey, expressly modifying or terminating this Deed Notice.

14A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the property;

ii. Exhibit A-2: Metes and Bounds Description - A metes and bounds description of the property, including reference to tax lot and block numbers for the property;

iii. Exhibit A-3: Property Map - A scaled map of the property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the property map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, and ground water monitoring wells;

EK#08234 PG#00219

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil sample locations within the restricted areas that exceed any soil standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample elevation based upon mean sea level;

(C) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(D) The restricted and unrestricted use standards for each contaminant in the table; and,

(E) The remaining concentration of each contaminant at each sample location at each elevation.

14C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Deed Notice; and,

(3) The objective of the restrictions.

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

EK = 08234 PG = 00220

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and,

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the site is consistent with the restrictions in this Deed Notice; and,

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Soil/Asphalt/Vegetative Cap System: Exhibit C-2 includes a narrative description of the Soil/Asphalt/Vegetative Cap as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control; and,

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iii. Exhibit C-3: Vapor Barrier/Venting System: Exhibit C-3 includes a narrative description of the Vapor Barrier/Venting System as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

BK#08234 PG#00222

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control; and,

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment

BK=08234 PG=00223

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST:
R. Edwin Selover
President New Jersey Properties, Inc.

New Jersey Properties, Inc.

By *R. Edwin Selover*
[Signature]

STATE OF NEW JERSEY SS.:
COUNTY OF HUDSON

I certify that on May 17, 2007, R. Edwin Selover, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the President of New Jersey Properties, Inc., the corporation named in this document;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is the Vice President of the corporation;
- (c) This document was signed and delivered by the corporation as its voluntary act and was duly authorized;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

Maymie Woodson
[Signature]

MAYMIE WOODSON, Sr. Admin. Associate
[Print name and title of attesting witness]

Signed and sworn before me on May 17, 2007

Maymie Woodson, Notary Public

MAYMIE WOODSON, SR. Admin. Associate
[Print name and title]

MAYMIE WOODSON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/14/2009

EXHIBIT A

A-1 Vicinity Map

A-2 Metes and Bounds Description

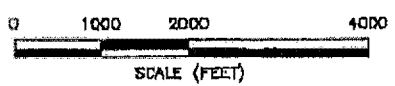
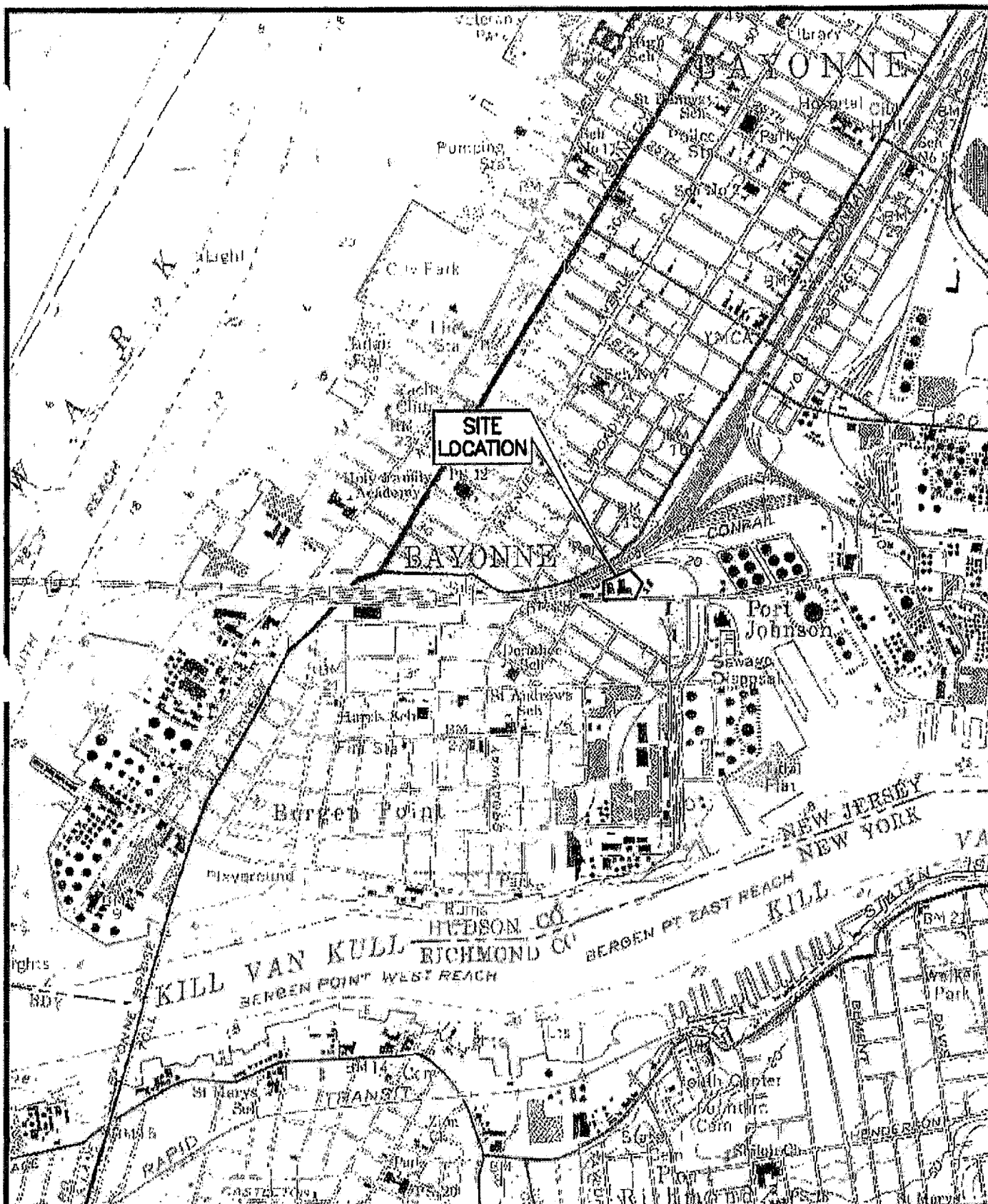
A-3 Property Map

Block 471, Lots 1-7; Block 472, Lots 1-13; and
Area of Dedication (Oak Court, a private right-of-way)
City of Bayonne, Hudson County, New Jersey

Exhibit A-1 consists of a road map for the vicinity of the Property.

Exhibit A-2 consists of a metes and bounds description for the Property.

Exhibit A-3 consists of a figure indicating major surface features and engineering controls for the Property.



MACTEC
MACTEC Engineering and Consulting, Inc.
14 Washington Road, Building 1
Princeton Junction, NJ 08550

EXHIBIT A-1
REGIONAL LOCATION MAP
FORMER HOBART AVENUE GAS WORKS
BAYONNE, NEW JERSEY

PROJECT NO.	56752
PREPARED:	VL FIGURE: 2
CHECKED:	VL DATE: 5/25/03

MAP SOURCE:
U.S.G.S. 7.5 MINUTE QUADRANGLES OF JERSEY CITY AND
ELIZABETH, NEW JERSEY, PHOTO-REVISED 1991

THIS MAP IS A PRODUCT OF MACTEC ENGINEERING AND CONSULTING, INC. AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF MACTEC ENGINEERING AND CONSULTING, INC. DATE 05/12/2005 BY: MACTEC

BK:08234

Exhibit A-2 Metes and Bounds Description of Property

Block 471, Lots 1-7; Block 472, Lots 1-13; and
Area of Dedication (Oak Court, a private right-of-way)
City of Bayonne, Hudson County, New Jersey

The property is identified as Block 471, Lots 1-7; Block 472, Lots 1-13; and Area of Dedication (Oak Court, a private right-of-way) on the City of Bayonne tax maps, the property being presently owned by New Jersey Properties, Inc. (NJPI), a wholly owned subsidiary of Public Service Electric and Gas Company (PSE&G). A copy of the tax map showing the metes and bounds of the Property is included as Exhibit A-3.

Metes and Bounds Description

ALL those certain tracts, lots or parcels of land, situate, lying and being in the City of Bayonne, County of Hudson, State of New Jersey and more particularly described as follows:

Beginning at an Iron Pin found in a corner in the northerly sideline of Oak Street (60 feet wide) as shown on the hereinafter recited map, where said northerly sideline is intersected by the dividing line between lands N/F of NJPI and lands N/F of FKP Investments, said corner having New Jersey State Plane Coordinates (NAD 1927): North 663,672.329, East 2,151,091.294; thence

- (1) North 33°40'00" East, along said dividing line between lands N/F of NJPI and lands N/F of FKP Investments, 201.72 feet to a concrete monument set in a corner common to lands N/F of NJPI, lands N/F of FKP Investments, and lands N/F of Conrail as shown on the hereinafter recited map; thence
- (2) North 56°20'00" West, along the dividing line between lands N/F of NJPI and lands N/F of Conrail, 182.31 feet to a concrete monument set in a corner of the same, as shown on the hereinafter recited map; thence
- (3) South 73°22'40" West, in part along said dividing line between lands N/F of NJPI and lands N/F of Conrail, and in part along the dividing line between lands N/F of NJPI and lands of N.J.S.H. ROUTE 169, passing over two (2) concrete monuments set in the same as shown on the hereinafter recited map, 349.15 feet to a corner in said last mentioned dividing line between lands formed by its intersection with the westerly line of lands N/F of NJPI; thence the following two courses and distances along said westerly line of lands N/F of NJPI.
- (4) South 1°38'30" East, 130.40 feet to a corner in the same;

- (5) South $33^{\circ}40'00''$ East, 60.45 feet to a corner in the aforesaid northerly sideline of Oak Street (60 feet wide); thence
- (6) North $88^{\circ}21'30''$ East, along said northerly sideline of Oak Street (60 feet wide), passing over an iron pin and concrete monument set in the same as shown on said hereinafter recited map, 407.39 feet to the point and place of Beginning.

**Area of Dedication
(Oak Court)**

Being all of lands shown and designated as a variable width right-of-way, dedicated for road purposes on the hereinafter recited map and more particularly described as follows:

Beginning at an Iron Pin found in a corner in the northerly sideline of Oak Street (60 feet wide) as shown on the hereinafter recited map, where said northerly sideline is intersected by the westerly side line of said variable width right-of-way as shown on said map; said corner having New Jersey State Plane Coordinates (NAD 1927): North 663,664.322, East 2,150,811.953; thence

- (1) North $01^{\circ}38'30''$ West, along said westerly sideline of said variable width right-of-way, as shown on said map, 203.82 feet to a concrete monument set in the third course of the lands hereinabove described; thence
- (2) North $73^{\circ}22'40''$ East partly along said third course, reversed, of the lands hereinabove described 182.97 feet to a concrete monument set in the same where it is intersected by the cul-de-sac terminus of said variable width right-of-way as shown on said map; thence
- (3) Southerly and easterly along said cul-de-sac terminus as shown on said map, on a curve to the right having a radius of 50.00 feet, South of the chord of which bears South $19^{\circ}16'22''$ West, 81.01 feet, an arc length of 219.73 feet to a concrete monument set in the easterly side line of said right-of-way as shown on said map; thence the following four courses and distances along said easterly sideline of said variable width right-of-way
- (4) Northerly and westerly on a curve to the left having a radius of 30 feet, the chord of which bears North $70^{\circ}43'38''$ West, 35.18 feet, an arc length of 37.59 feet to a concrete monument set in a Point of Curve in the same

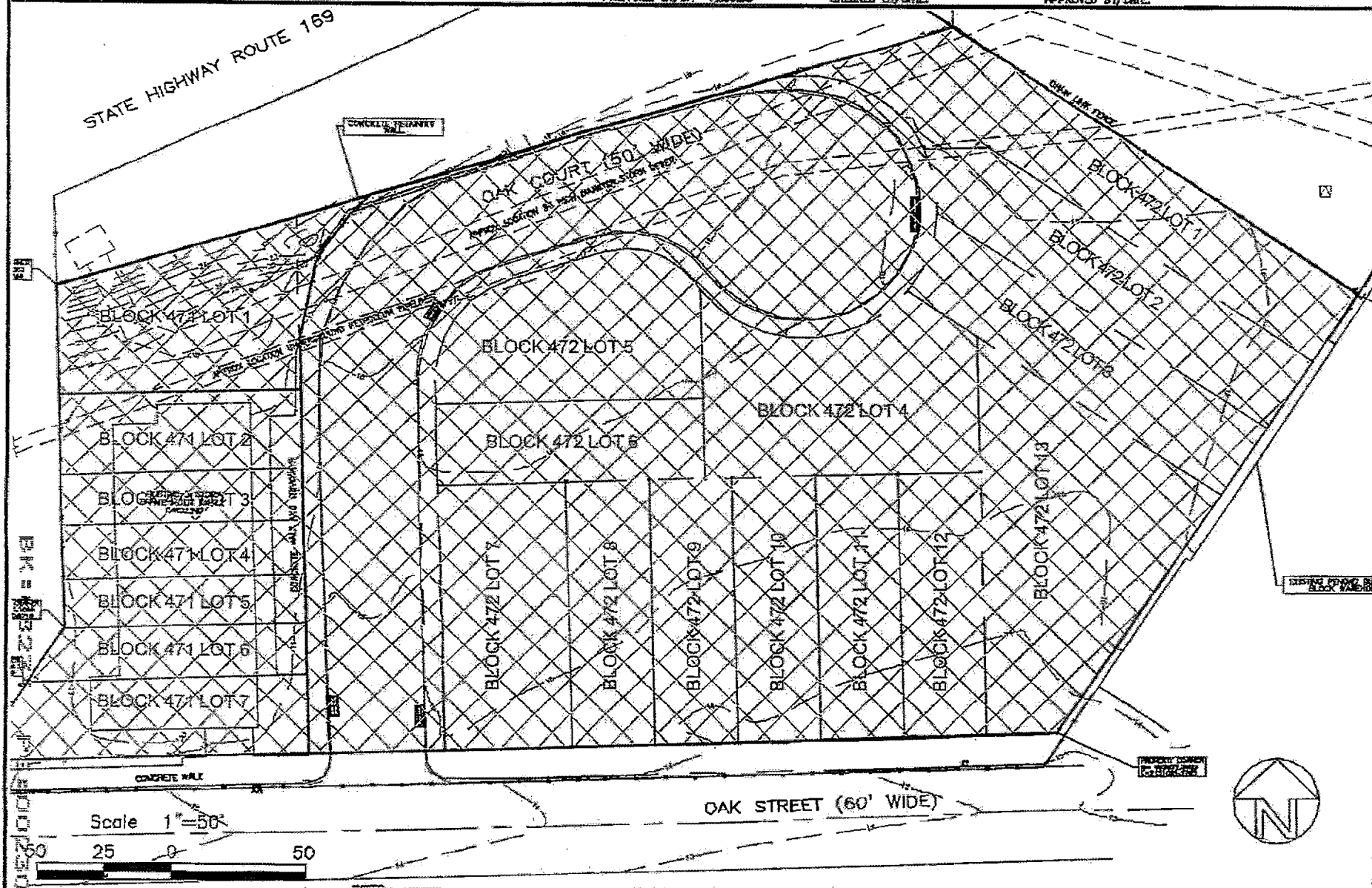
BK 8234 PG 128

- (5) South $73^{\circ}22'40''$ West 36.55 feet to a concrete monument set in a Point of Curve in the same
- (6) Southerly and westerly on a curve to the left having a radius of 40 feet, the chord of which bears South $35^{\circ}52'05''$ West, 48.71 feet, an arc length of 52.37 feet to a concrete monument set at a Point of Tangency in the same
- (7) South $01^{\circ}38'30''$ East 139.91 feet to a concrete monument set in the aforesaid northerly sideline of Oak Street; thence
- (8) South $88^{\circ}21'30''$ West along said northerly sideline of Oak Street, crossing the bed of said variable width right-of-way as shown on said map 50.00 feet to the point and place of Beginning.

The hereinabove description being partly drawn in accordance with a Major Subdivision of Block 472, Lots 1 -14 and Block 473.01, Lots 1-4, City of Bayonne, Hudson County, N. J., dated January 19, 1998, revised June 8, 1998, which was approved by Resolution adopted by the City of Bayonne Planning Board on March 10, 1998 and filed July 20, 1998 in the Hudson County Clerk's Office as Map No. 3668.

SUBJECT to easements, restrictions, or record and zoning ordinances.

BK=08234 PG=00229



MAP BASED ON "PLAN OF ASBUILT TOPOGRAPHY" DATED JUNE 24, 1998 (REVISED) BY SUDHAKAR COMPANY, INC., PENNSAUKEN, NEW JERSEY.

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

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14 Washington RD, Building 1, 1st Floor
Princeton Junction, NJ 08550

EXHIBIT A-3
PROPERTY MAP

PROJECT NO.
56752

FIGURE 2

EXHIBIT B

B-1 Restricted Area Maps – Engineering Controls

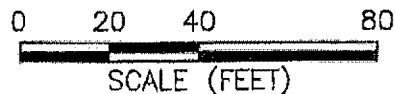
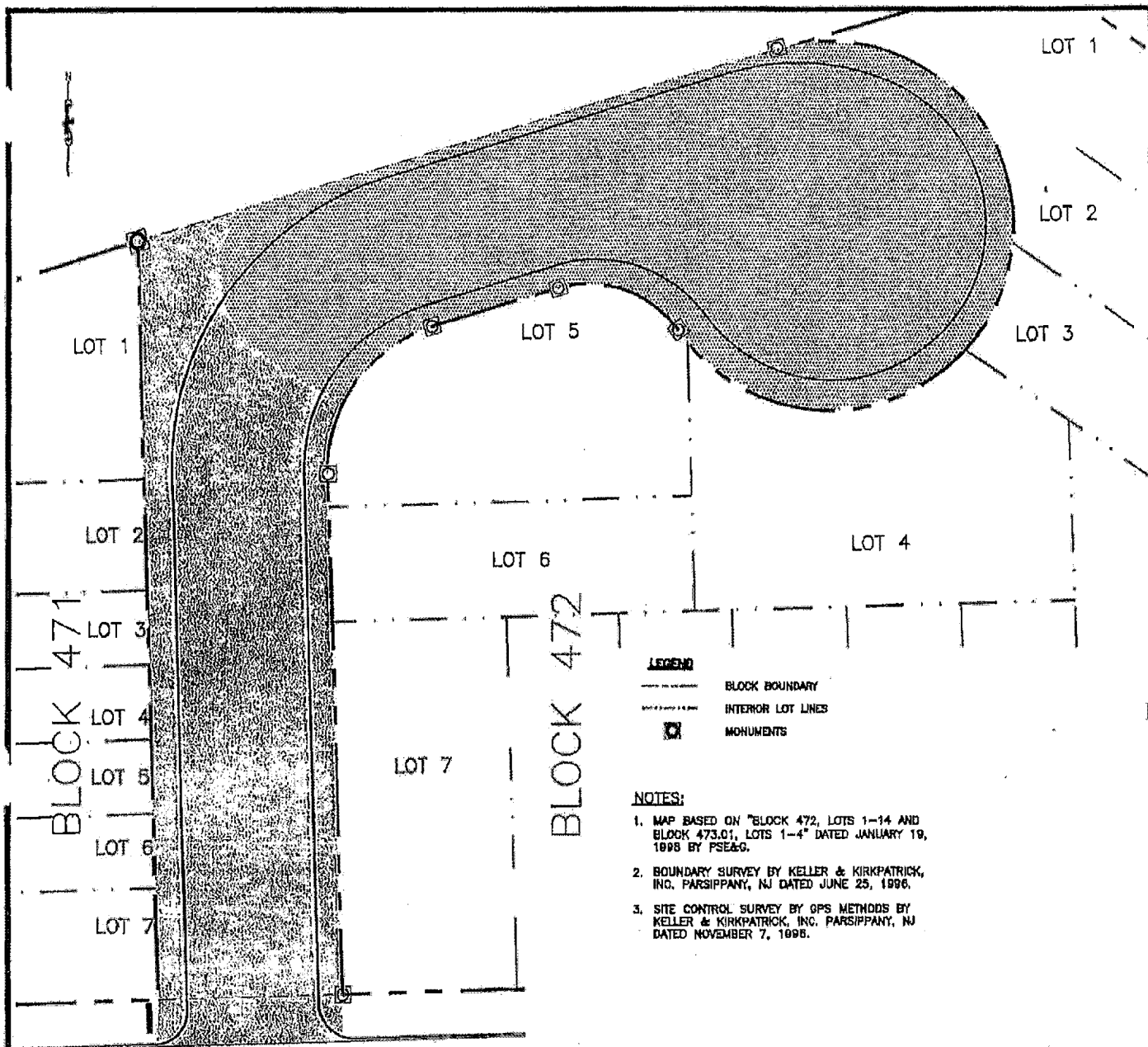
B-2 Restricted Area Data Table/Maps

Block 471, Lots 1-7; Block 472, Lots 1-13;
and Area of Dedication (Oak Court, a private right-of-way)
City of Bayonne, Hudson County, New Jersey

Exhibit B-1 includes maps that indicated engineering controls.

Exhibit B-2 includes maps indicating soils remaining after remediations that were in excess of NJDEP unrestricted Soil Cleanup Criteria.

BK:08234 PG:00231



BK=08234 PG=00232

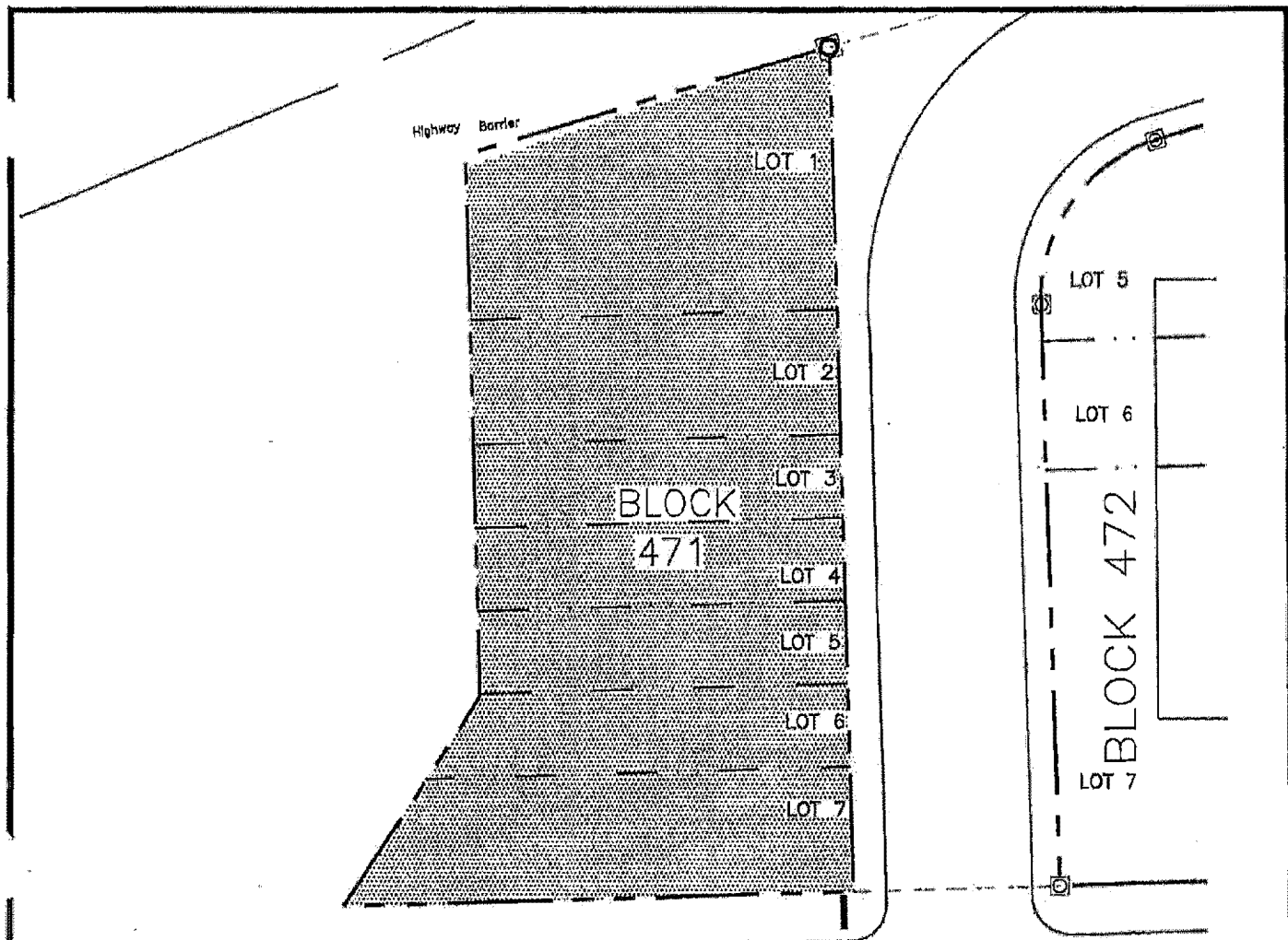
FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



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EXHIBIT B-1 (1 OF 15)
RESTRICTED AREA ENG. CONTROLS
OAK COURT RIGHT-OF-WAY
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-1
CHECKED: DTG DATE: 01/17/06



OAK STREET

NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1988 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.

LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- ◻ MONUMENTS
- ◻ EXISTING BUILDING

0 20 40 80

SCALE (FEET)

BK #08234

PG #00233

REMEDIAL ACTION ZONES



THE UPPER 3 FEET OF SURFACE SOILS IN THIS AREA HAS BEEN REMOVED AND REPLACED WITH CLEAN FILL, AND A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT AN ELEVATION OF APPROXIMATELY 14.5 FEET ABOVE MEAN SEA LEVEL TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA.

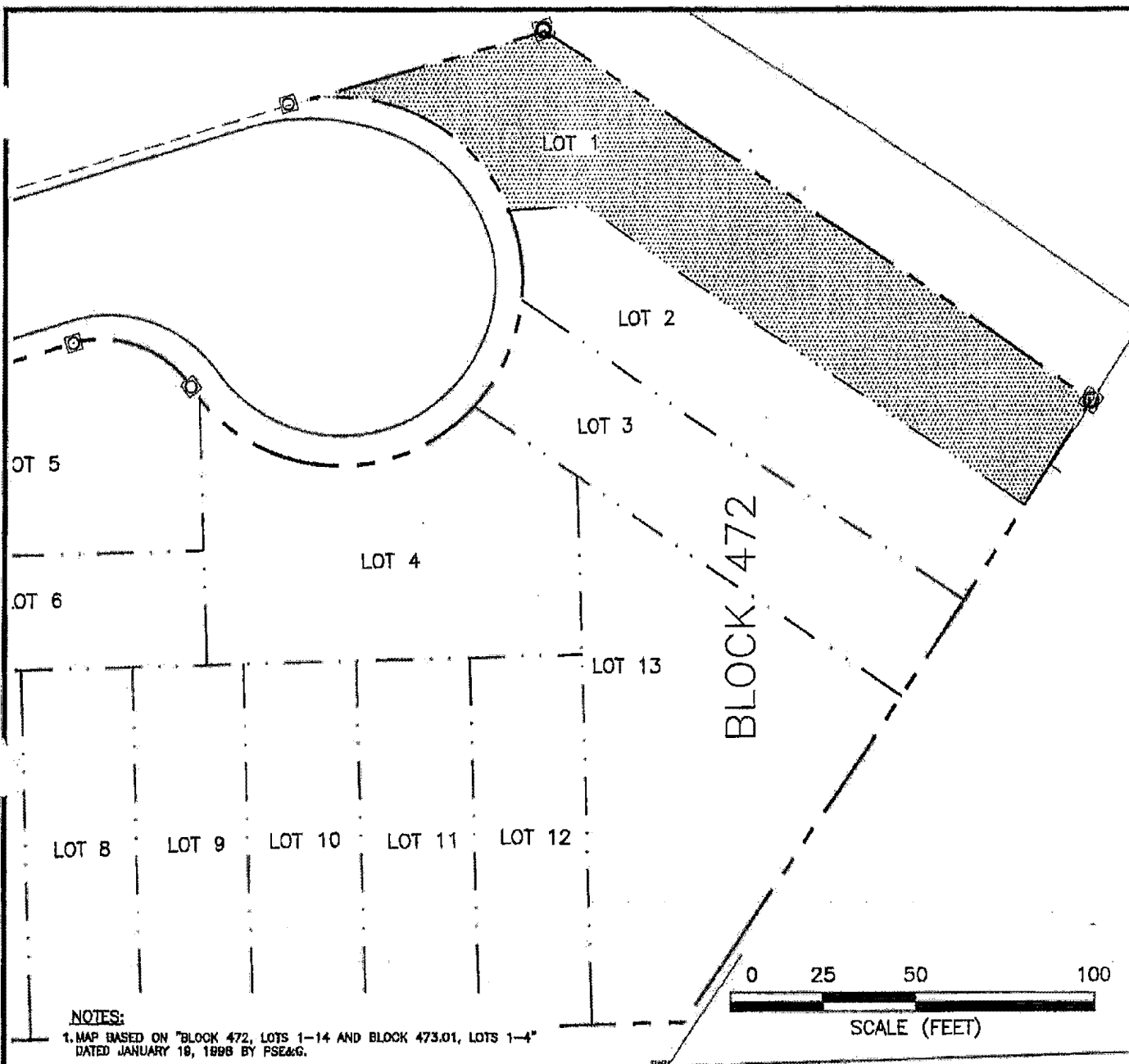
FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



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EXHIBIT B-1 (2 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 471, LOTS 1-7
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-1
CHECKED: DTG DATE: 01/17/06



NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 18, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.



REMEDIAL ACTION ZONES

SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 4 TO 20 FT BELOW GROUND SURFACE (BGS). A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 4 TO 20 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACK FILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.

LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- AFFECTED AREA

OAK STREET

BK:08234 PG:00234

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

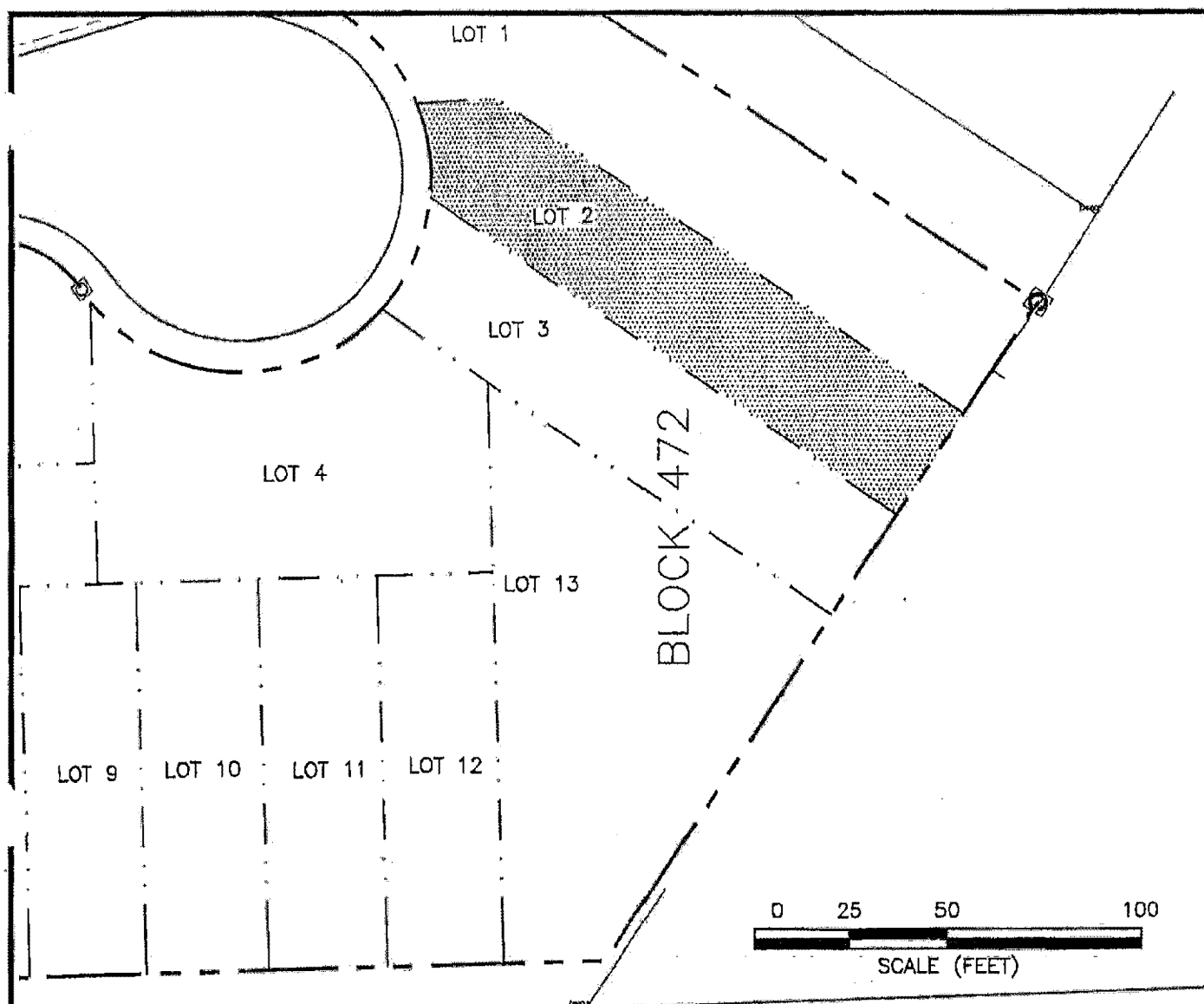


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EXHIBIT B-1 (3 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 472, LOT 1
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-1
CHECKED: DTG DATE: 01/17/06



NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1988 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1988.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1988.



REMEDIAL ACTION ZONES

SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 8 TO 18 FT BELOW GROUND SURFACE (BGS), A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 8 TO 18 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACK FILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.

LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- AFFECTED AREA

BK:08234

PG:00235

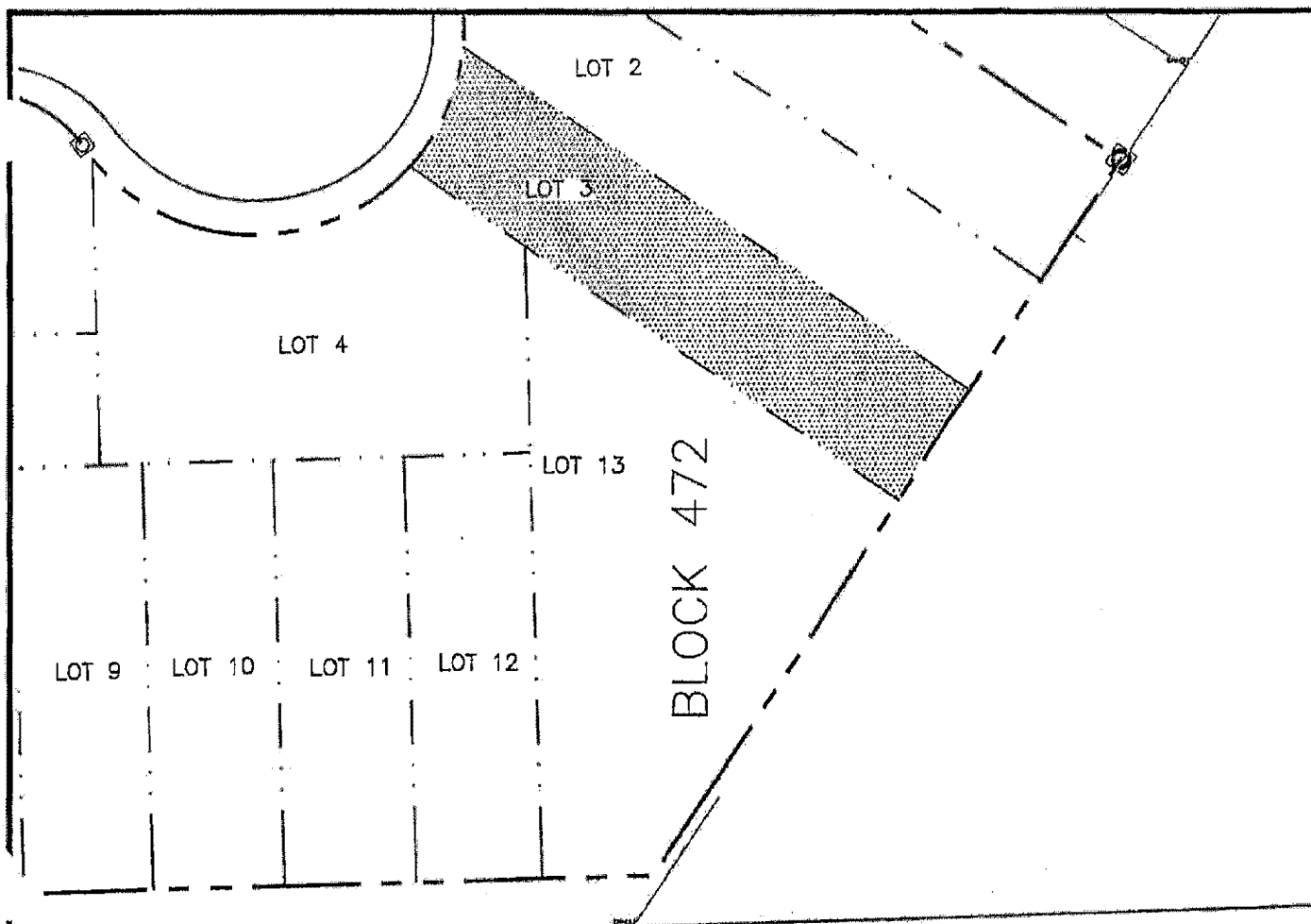
FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



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EXHIBIT B-1 (4 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 472, LOT 2
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-1
CHECKED: DTG DATE: 01/17/06



NOTES:

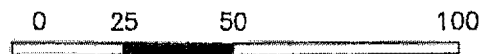
1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.

LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- AFFECTED AREA

REMEDIAL ACTION ZONES

SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 8 TO 14 FT BELOW GROUND SURFACE (BGS), A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 8 TO 14 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACK FILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.



SCALE (FEET)
BK:08234 PG:00236

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

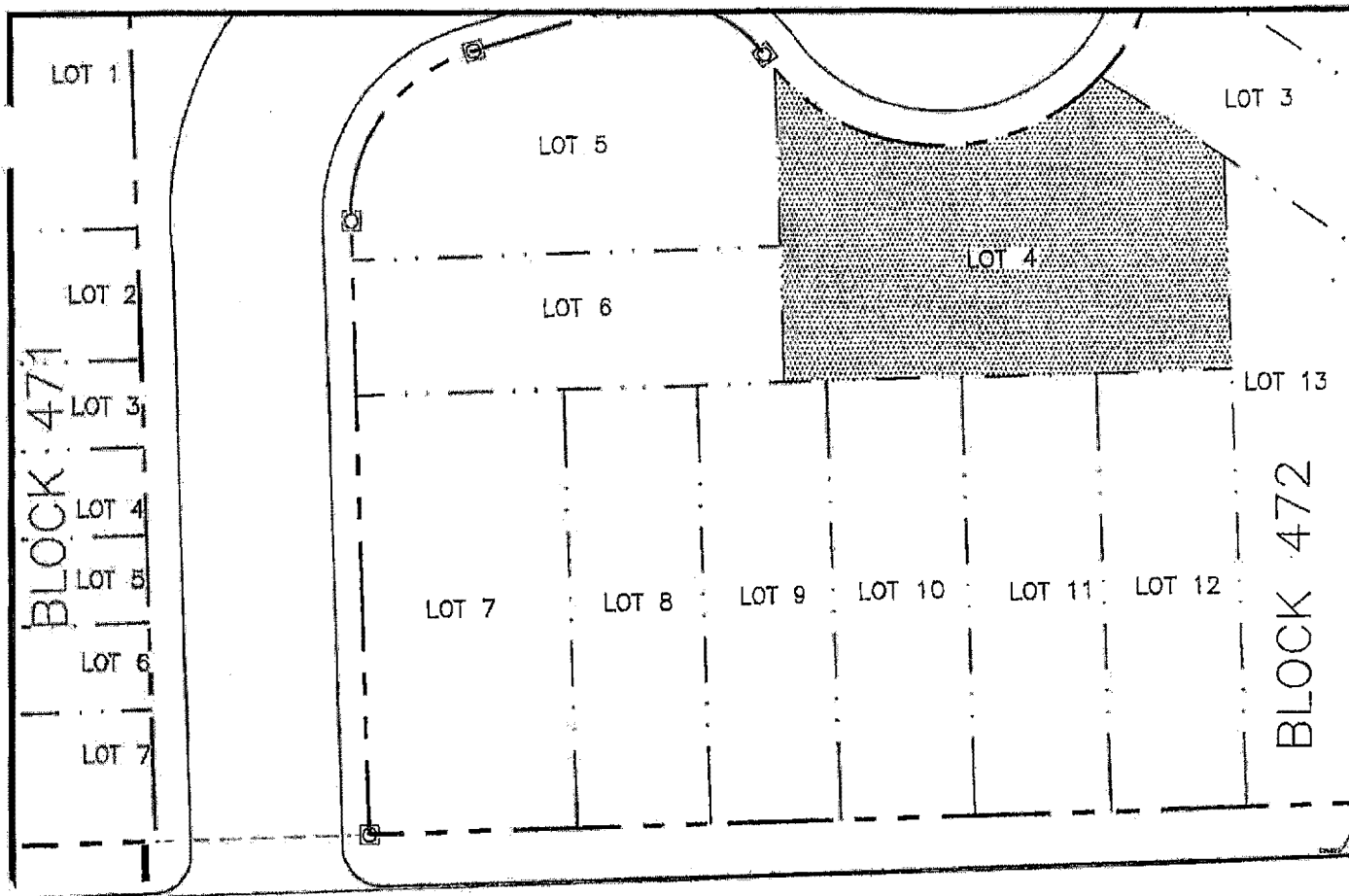


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EXHIBIT B-1 (5 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 472, LOT 3
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL
CHECKED: DTG
FIGURE: B-1
DATE: 01/17/06



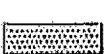
OAK STREET

NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.

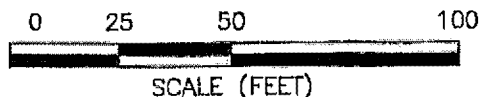
LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS



REMEDIAL ACTION ZONES

SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 8 TO 20 FT BELOW GROUND SURFACE (BGS). A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 8 TO 20 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACKFILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.



BK=08234 PG=00237

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

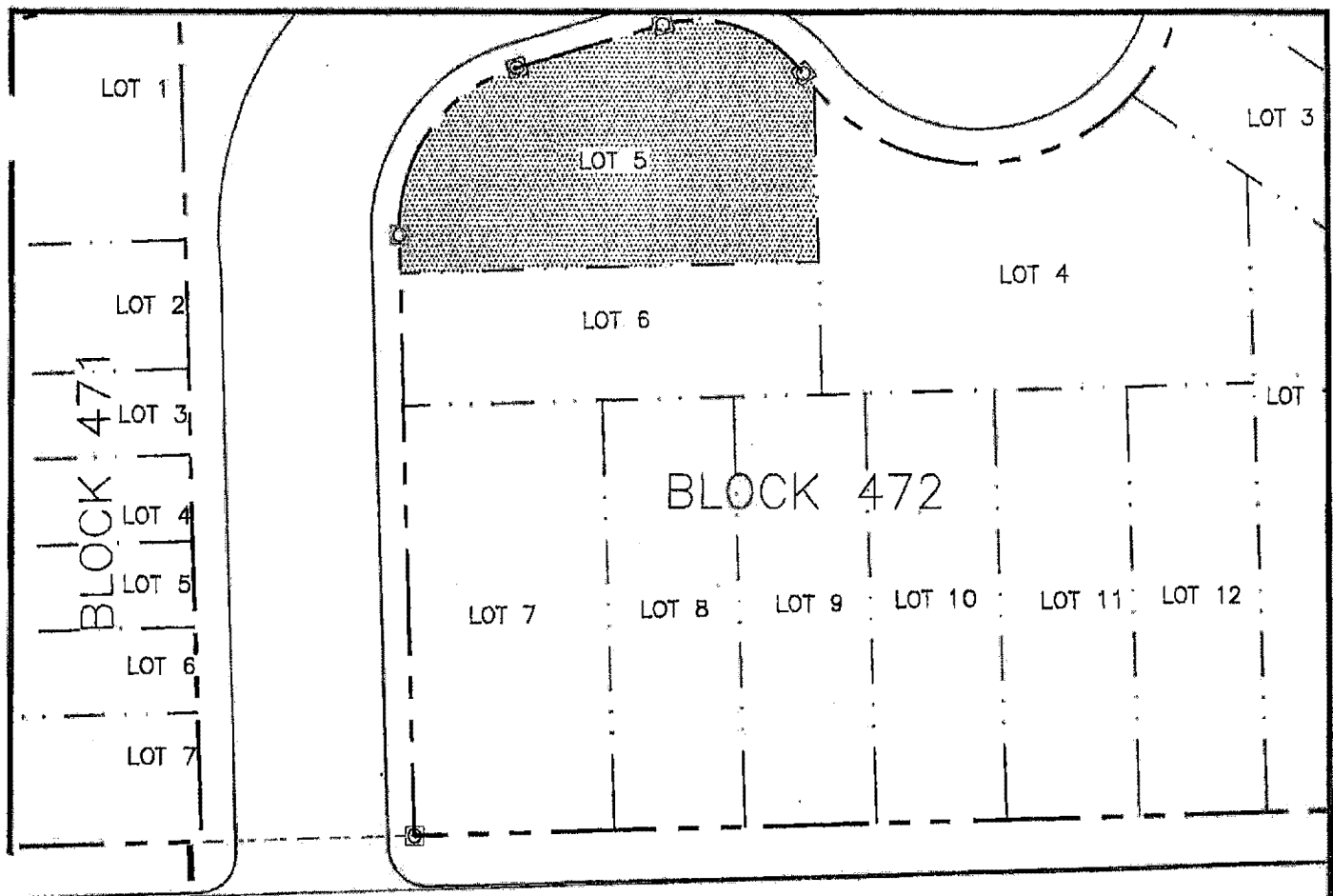


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EXHIBIT B-1 (6 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 472, LOT 4
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



NOTES:

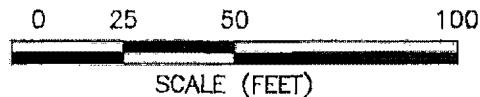
1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1996.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.

LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS

REMEDIAL ACTION ZONES
 SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 4 TO 9 FT BELOW GROUND SURFACE (BGS). A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 4 TO 9 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACKFILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.

BK:08234 FG:00238



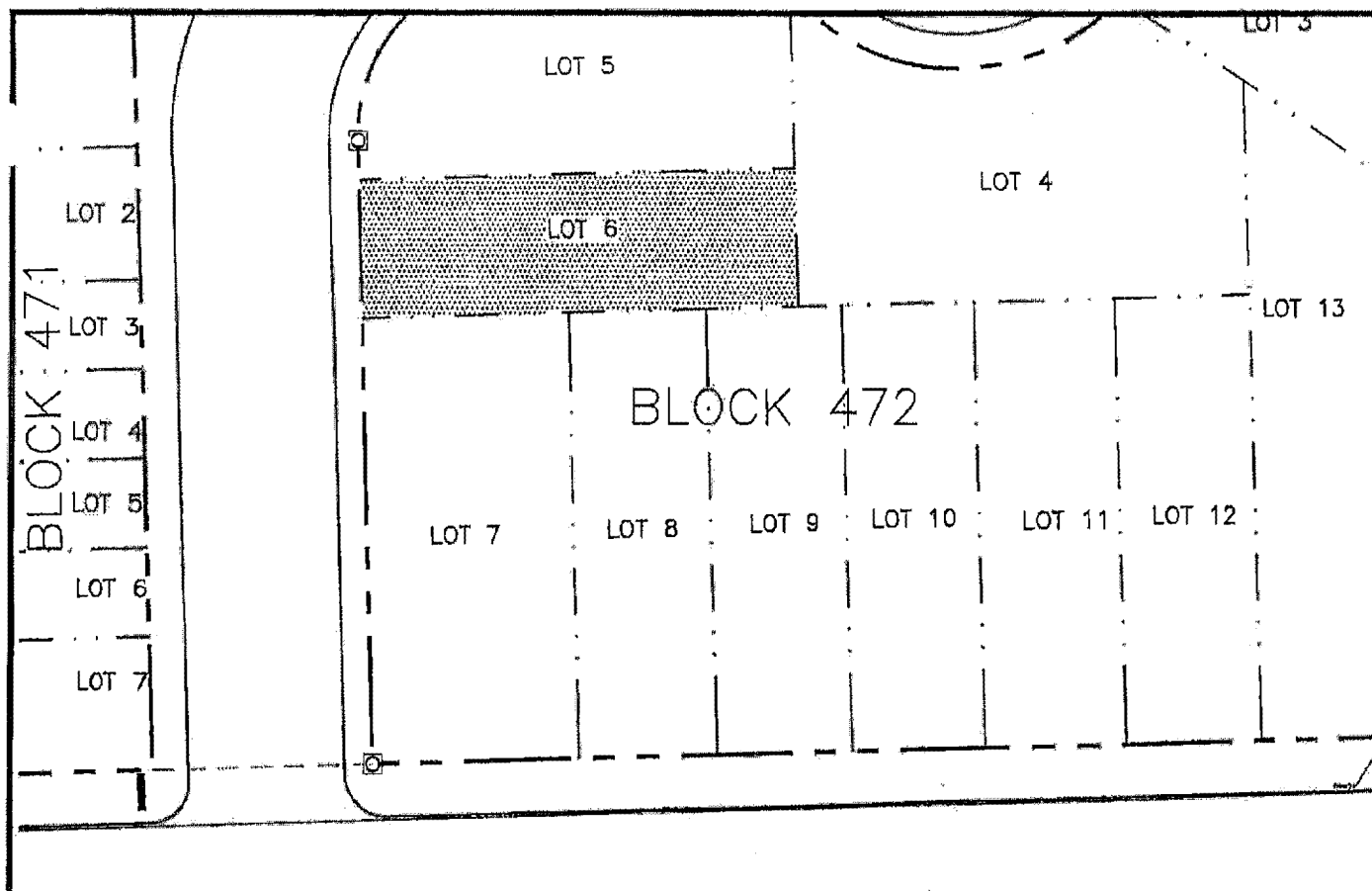
FORMER HOBART AVENUE
 GAS WORKS
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EXHIBIT B-1 (7 OF 15)
 RESTRICTED AREA ENG. CONTROLS
 BLOCK 472, LOT 5
 BAYONNE, NEW JERSEY

PROJECT NO. 56752
 PREPARED: VL FIGURE: B-1
 CHECKED: DTG DATE: 01/17/06

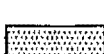


NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1996.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.

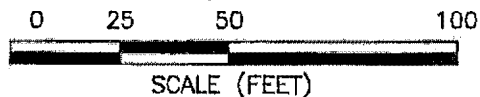
LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS



REMEDIAL ACTION ZONES

SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 4 TO 9 FT BELOW GROUND SURFACE (BGS), A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 4 TO 9 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACKFILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.



BK:08234 PG:00239

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

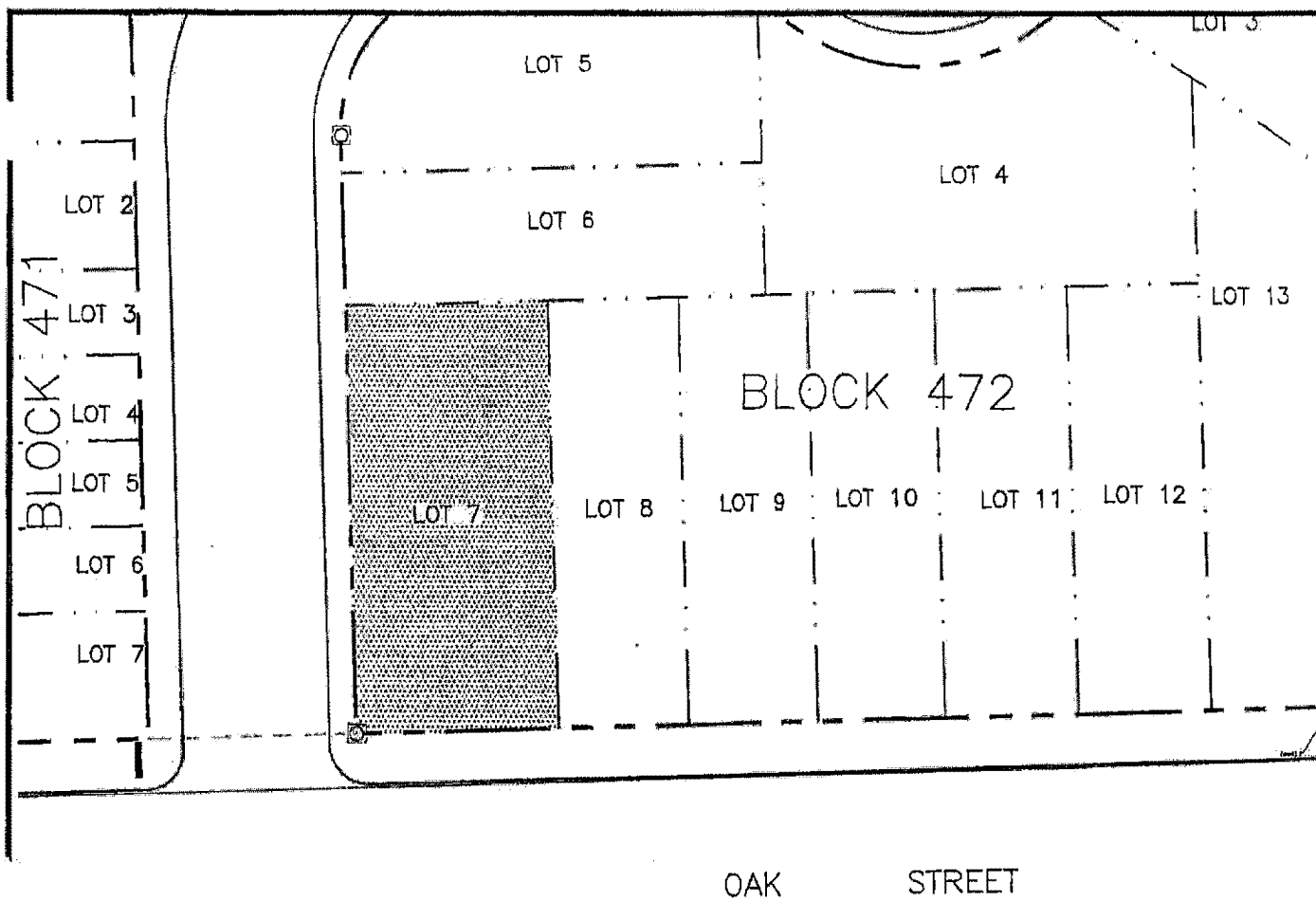


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EXHIBIT B-1 (8 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 472, LOT 6
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-1
CHECKED: DTG DATE: 01/17/06



NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 18, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1996.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.

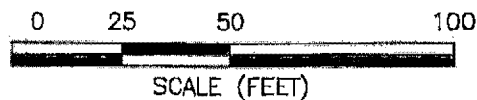
LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS



REMEDIAL ACTION ZONES

SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 4 FT BELOW GROUND SURFACE (BGS), A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 4 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACKFILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.



BK=08234 PG=00240

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

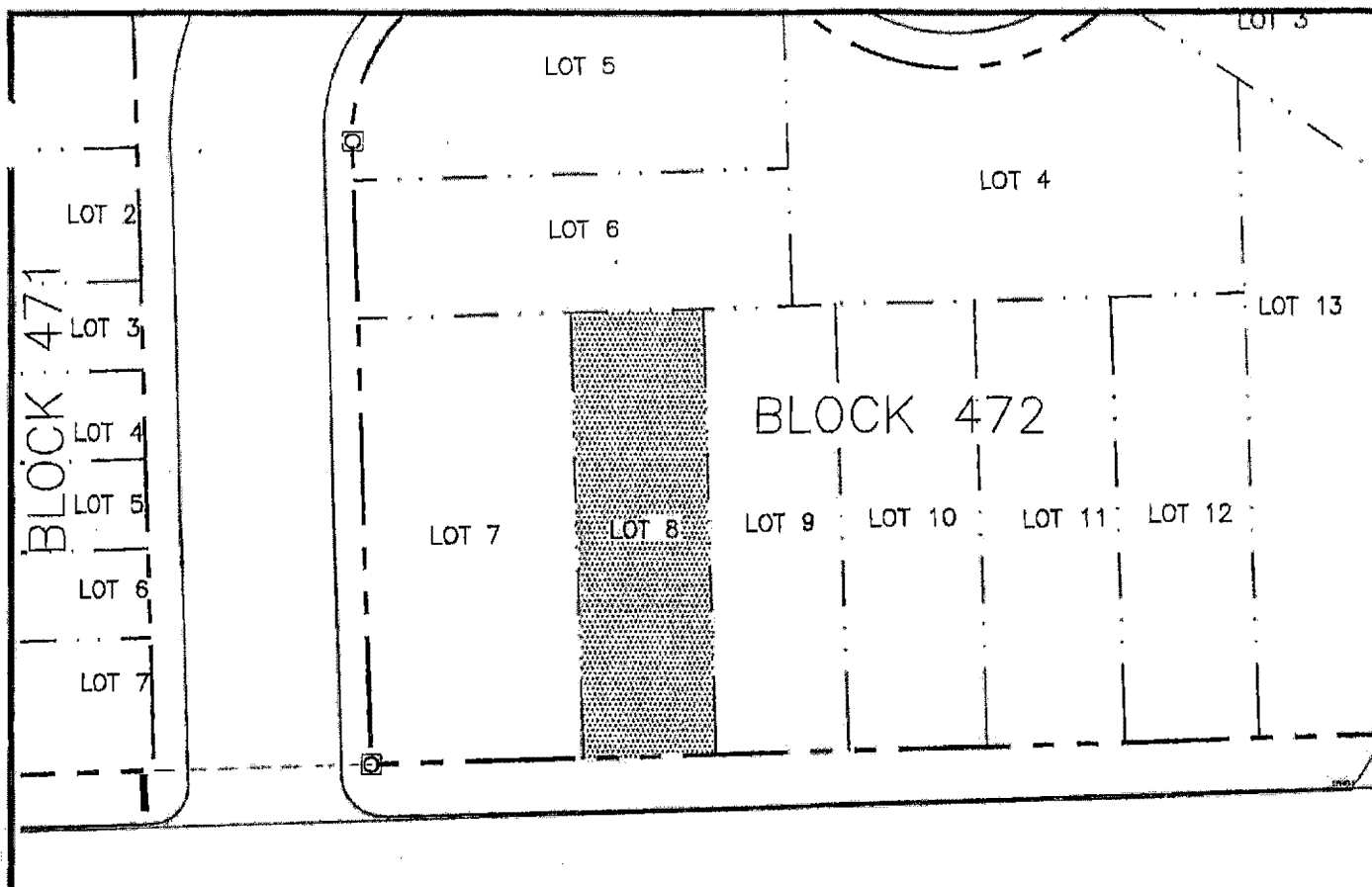


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EXHIBIT B-1 (9 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 472, LOT 7
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-1
CHECKED: DTG DATE: 01/17/06



OAK STREET

NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.

LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS



REMEDIAL ACTION ZONES

SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 4 TO 16 FT BELOW GROUND SURFACE (BGS), A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 4 TO 16 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACKFILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.



SCALE (FEET)

BK:08234 PG:00241

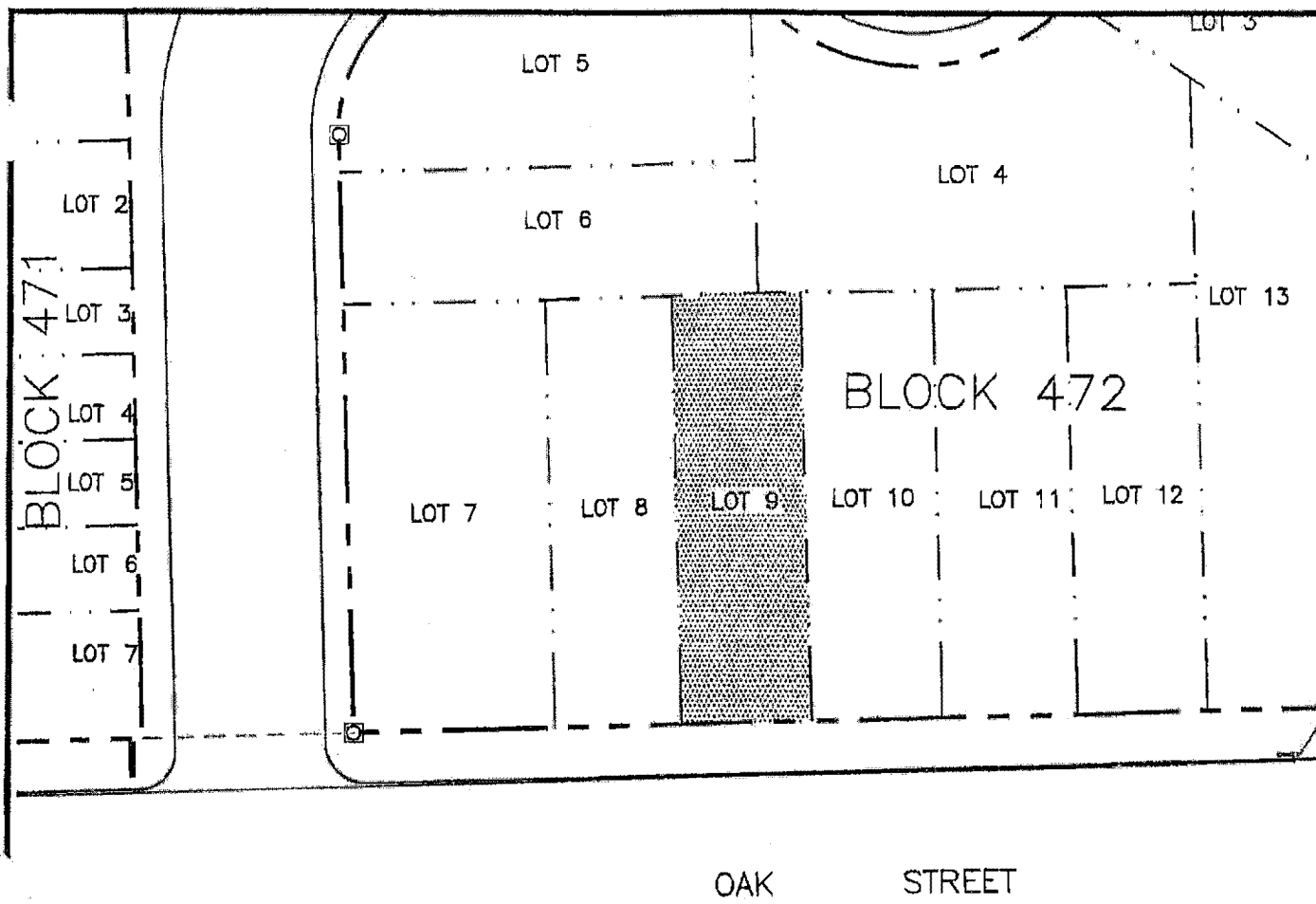
FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



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EXHIBIT B-1 (10 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 472, LOT 8
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1988 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1996.
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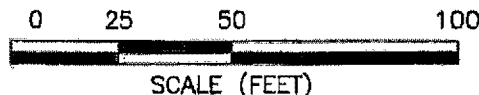
LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS



REMEDIAL ACTION ZONES

SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 4 TO 16 FT BELOW GROUND SURFACE (BGS), A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 4 TO 16 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACKFILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.



BK#08234

FG#00242

FORMER HOBART AVENUE
GAS WORKS
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EXHIBIT B-1 (11 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 472, LOT 9
BAYONNE, NEW JERSEY

PROJECT NO.

56752

PREPARED:

VL

FIGURE:

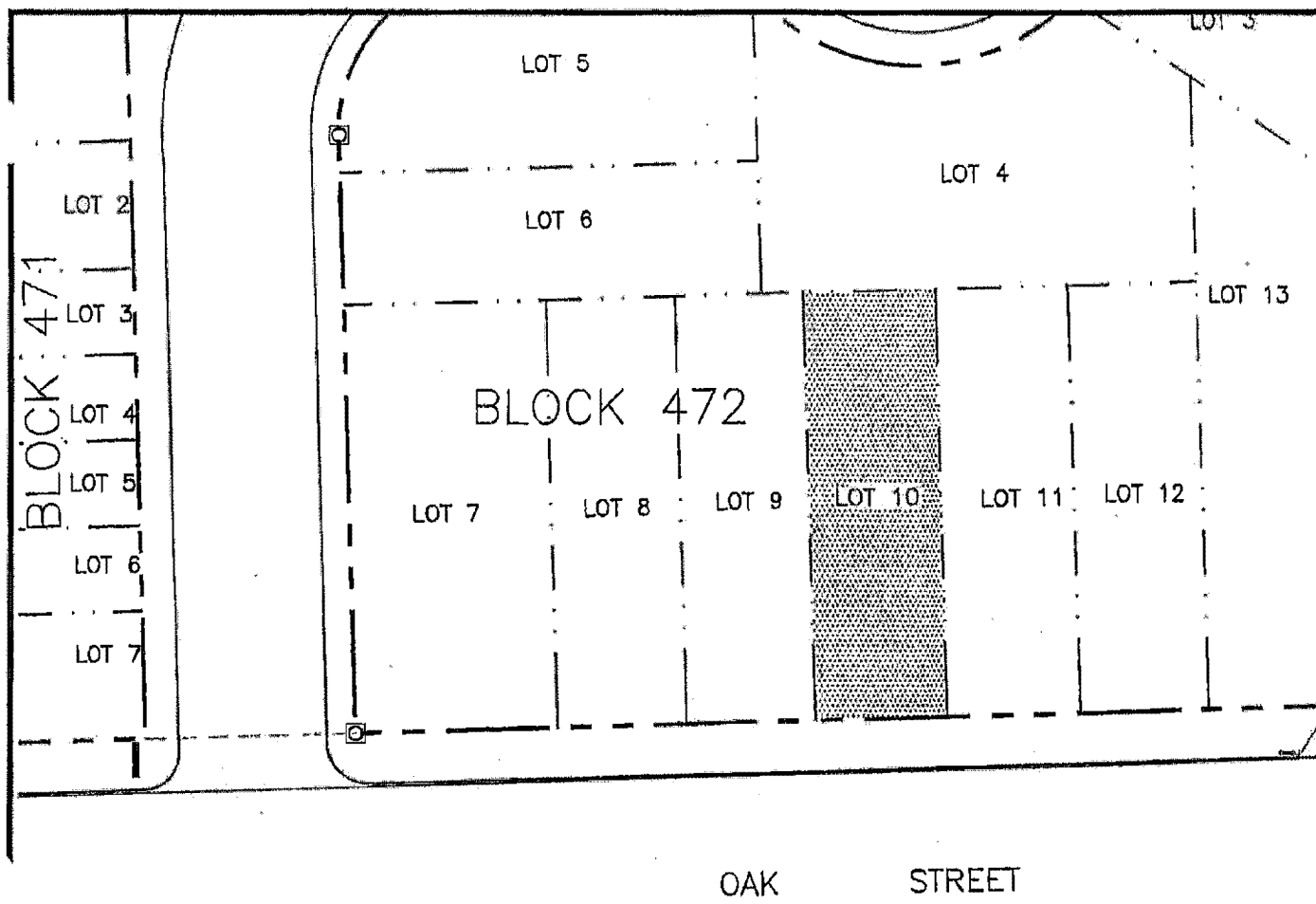
B-1

CHECKED:

DTG

DATE:



01/17/06



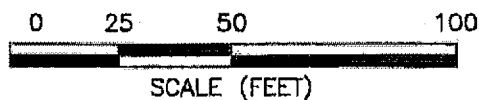
NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 18, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1996.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.

LEGEND

-  BLOCK BOUNDARY
-  INTERIOR LOT LINES
-  MONUMENTS

REMEDIAL ACTION ZONES
 SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 7 TO 16 FT BELOW GROUND SURFACE (BGS), A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 7 TO 16 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACKFILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.



BK:08234 PG:00243

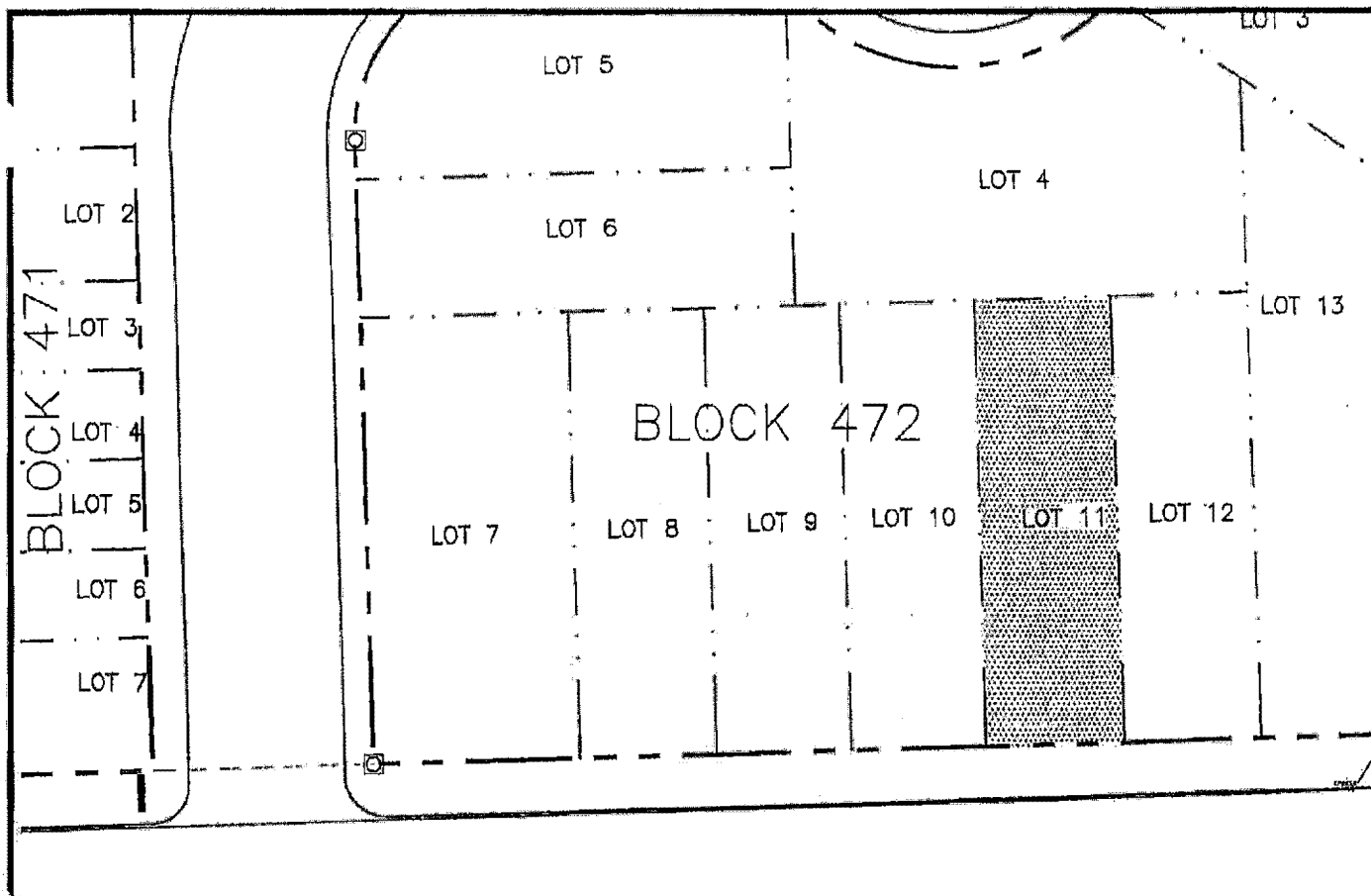
FORMER HOBART AVENUE
 GAS WORKS
 BAYONNE, NEW JERSEY



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 Hamilton, NJ 08619

EXHIBIT B-1 (12 OF 15)
 RESTRICTED AREA ENG. CONTROLS
 BLOCK 472, LOT 10
 BAYONNE, NEW JERSEY

PROJECT NO. 56752
 PREPARED: VL FIGURE: B-2
 CHECKED: DTG DATE: 01/17/06



NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1996.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.

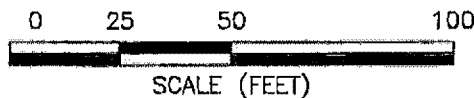
LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS



REMEDIAL ACTION ZONES

SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 5 TO 16 FT BELOW GROUND SURFACE (BGS), A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 5 TO 16 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACKFILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.



BK:08234

PG:00244

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

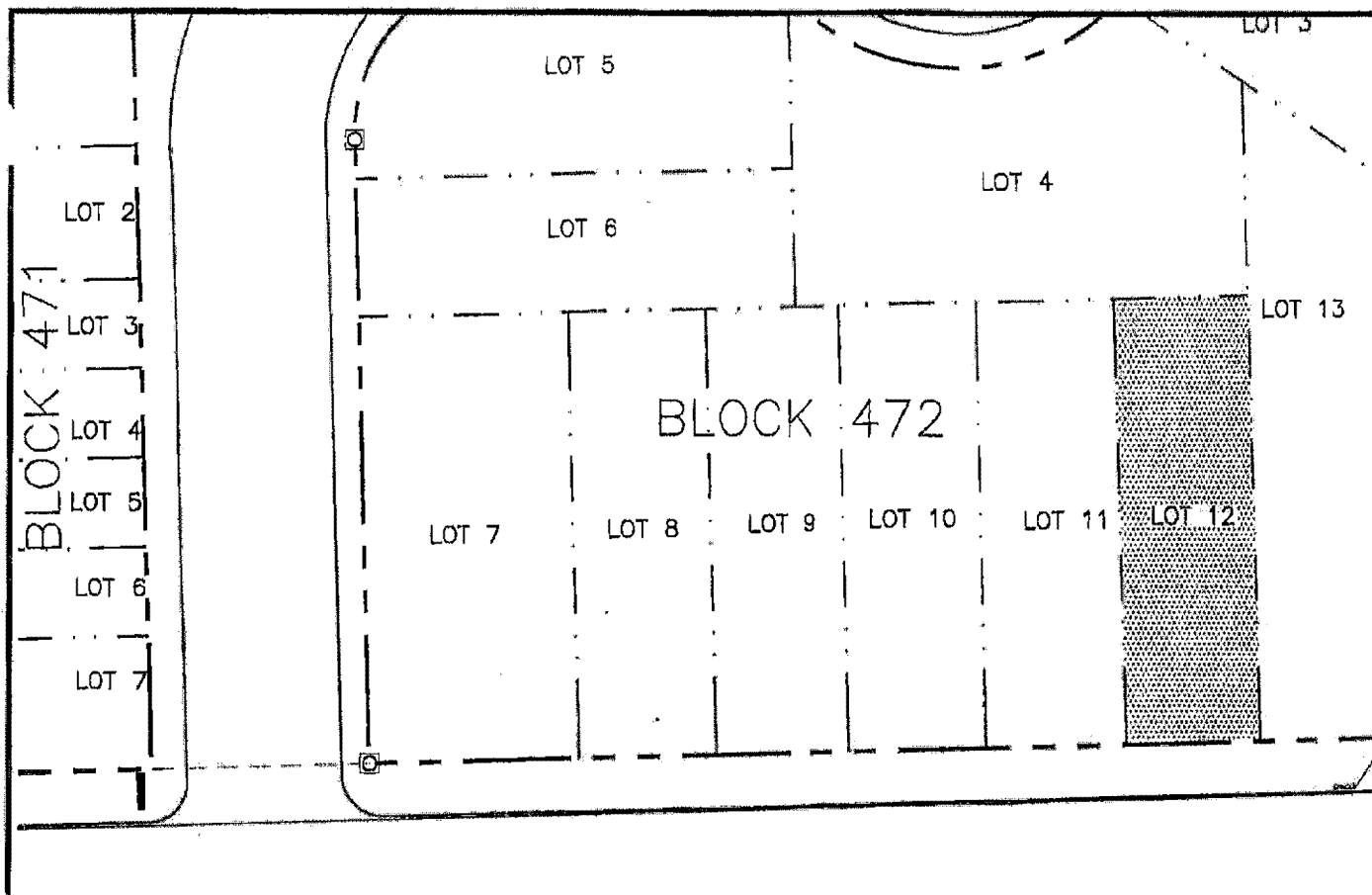


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EXHIBIT B-1 (13 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 472, LOT 11
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-1
CHECKED: DTG DATE: 01/17/06



OAK STREET

NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1996.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.

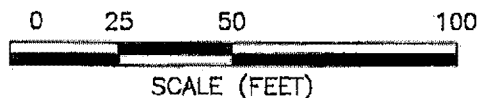
LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS



REMEDIAL ACTION ZONES

SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 8 TO 18 FT BELOW GROUND SURFACE (BGS). A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 8 TO 18 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACKFILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.



BK:08234 PG:00245

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

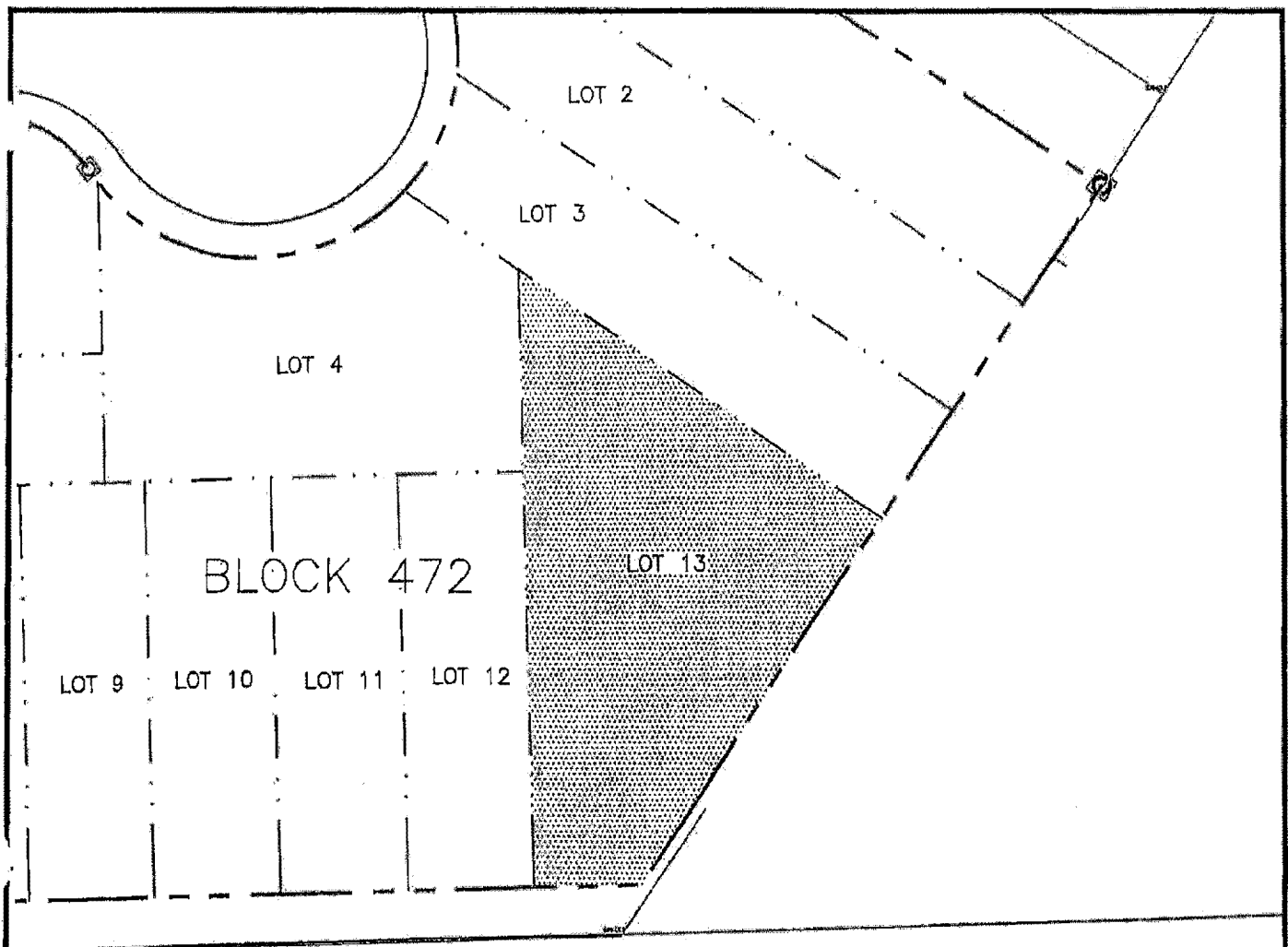


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EXHIBIT B-1 (14 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 472, LOT 12
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-1
CHECKED: DTG DATE: 01/17/06



OAK STREET

NOTES:

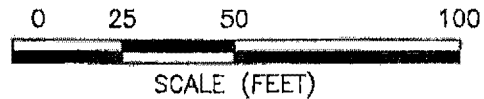
1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 26, 1996.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.

LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- AFFECTED AREA

REMEDIAL ACTION ZONES

SOIL REMEDIATION—SOIL WAS REMOVED FROM THE SURFACE TO 8 TO 18 FT BELOW GROUND SURFACE (BGS). A PERMEABLE VISIBLE WARNING BARRIER WAS PLACED AT THE BOTTOM OF THE EXCAVATION (i.e., 8 TO 18 FT BGS) TO PROVIDE VISUAL WARNING FOR MINIMIZING CONTACT WITH CONSTITUENTS WHICH MAY EXIST IN UNDERLYING SOILS AT CONCENTRATIONS ABOVE NJDEP RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA, AND THE EXCAVATION WAS BACK FILLED WITH CLEAN FILL TO APPROXIMATE ORIGINAL GRADE.



BK#08234 PG#00246

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



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EXHIBIT B-1 (15 OF 15)
RESTRICTED AREA ENG. CONTROLS
BLOCK 472, LOT 13
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-1
CHECKED: DTG DATE: 01/17/06

SB-13	RDC	SB-13A (11-13')	SB-13B (7-9')	SB-13C (7-9' DUP)
BASE NEUTRAL COMPOUNDS				
BENZO(a)ANTHRACENE	0.0	1.1	R	
BENZO(a)PYRENE	0.06	10	R	
BENZO(b)FLUORANTHENE	0.9	24 X	R	1.3
BENZO(k)FLUORANTHENE	0.9	24 X	R	1.3
INDENO(1,2,3-cd)PYRENE	0.9	3.9	R	

DATA NOT USABLE FOR:

BASE NEUTRAL COMPOUNDS (7-9')

ACID EXTRACTABLE COMPOUNDS (7-9' AND DUPLICATE)

SB-23	RDC	SB-23A (7.0-7.8')	SB-23B (4.5-5')
BASE NEUTRAL COMPOUNDS			
BENZO(b)FLUORANTHENE	0.9	1.1	
BENZO(k)FLUORANTHENE	0.9	1.1	

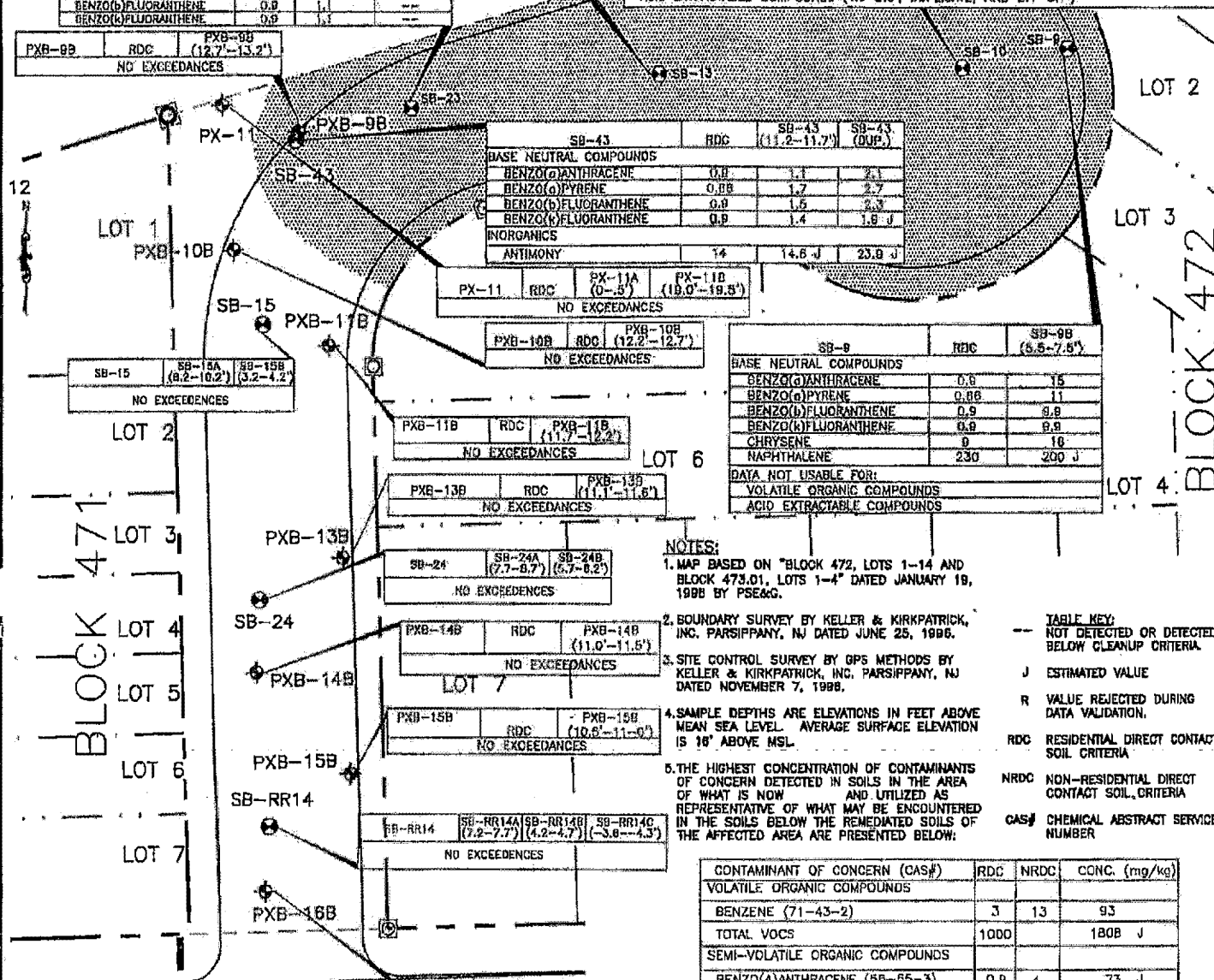
PXB-9B	RDC	PXB-9B (12.7'-13.2')
NO EXCEEDANCES		

SB-10	RDC	SB-10B (4.5-5.8')	SB-10B (4.5-5.8' DUP)	SB-10C (2.1-3.1')
VOLATILE ORGANIC COMPOUNDS				
METHYLENE CHLORIDE	49	R	1.7B	
BASE NEUTRAL COMPOUNDS				
BENZO(a)ANTHRACENE	0.0	R	3.3 J	
BENZO(a)PYRENE	0.06	R		
BENZO(b)FLUORANTHENE	0.9	R	4.5 J	
BENZO(k)FLUORANTHENE	0.9	R	4.5 J	
DIBENZO(a,h)ANTHRACENE	0.06	R		
INDENO(1,2,3-cd)PYRENE	0.9	R	1.5 J	

DATA NOT USABLE FOR:

BASE NEUTRAL COMPOUNDS (4.5-5.0')

ACID EXTRACTABLE COMPOUNDS (4.5-5.6', DUPLICATE, AND 2.1-3.1')



NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.

2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.

3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.

4. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE SURFACE ELEVATION IS 18' ABOVE MSL.

5. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS IN THE AREA OF WHAT IS NOW AND UTILIZED AS REPRESENTATIVE OF WHAT MAY BE ENCOUNTERED IN THE SOILS BELOW THE REMEDIATED SOILS OF THE AFFECTED AREA ARE PRESENTED BELOW:

TABLE KEY:	
--	NOT DETECTED OR DETECTED BELOW CLEANUP CRITERIA
J	ESTIMATED VALUE
R	VALUE REJECTED DURING DATA VALIDATION
RDC	RESIDENTIAL DIRECT CONTACT SOIL CRITERIA
NRDC	NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA
CAS#	CHEMICAL ABSTRACT SERVICE NUMBER

CONTAMINANT OF CONCERN (CAS#)	RDC	NRDC	CONC. (mg/kg)
VOLATILE ORGANIC COMPOUNDS			
BENZENE (71-43-2)	3	13	93
TOTAL VOCs	1000		180B J
SEMI-VOLATILE ORGANIC COMPOUNDS			
BENZO(a)ANTHRACENE (56-55-3)	0.0	4	73 J
BENZO(b)FLUORANTHENE (205-99-2)	0.9	4	24
BENZO(k)FLUORANTHENE (207-08-6)	0.9	4	24
BENZO(a)PYRENE (50-32-8)	0.06	0.06	39 J
CHRYSENE (218-01-9)	9	40	80 J
INDENO(1,2,3-cd)PYRENE (193-39-5)	0.9	4	3.9
DIBENZO(a,h)ANTHRACENE (53-70-3)	0.66	0.66	1.2 J
NAPHTHALENE (81-20-3)	230	4200	1400 J
INORGANIC COMPOUNDS			
ANTIMONY (7440-38-0)	14	340	23.9 J
ARSENIC (7440-38-2)	20	20	23.7
LEAD (7439-92-1)	400	600	425

LEGEND

- PX-14 PRE- AND POST-EXCAVATION SOIL SAMPLING LOCATION
- SB-24 RI SOIL SAMPLING LOCATION
- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- AFFECTED AREA

0 20 40 80
SCALE (FEET)

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

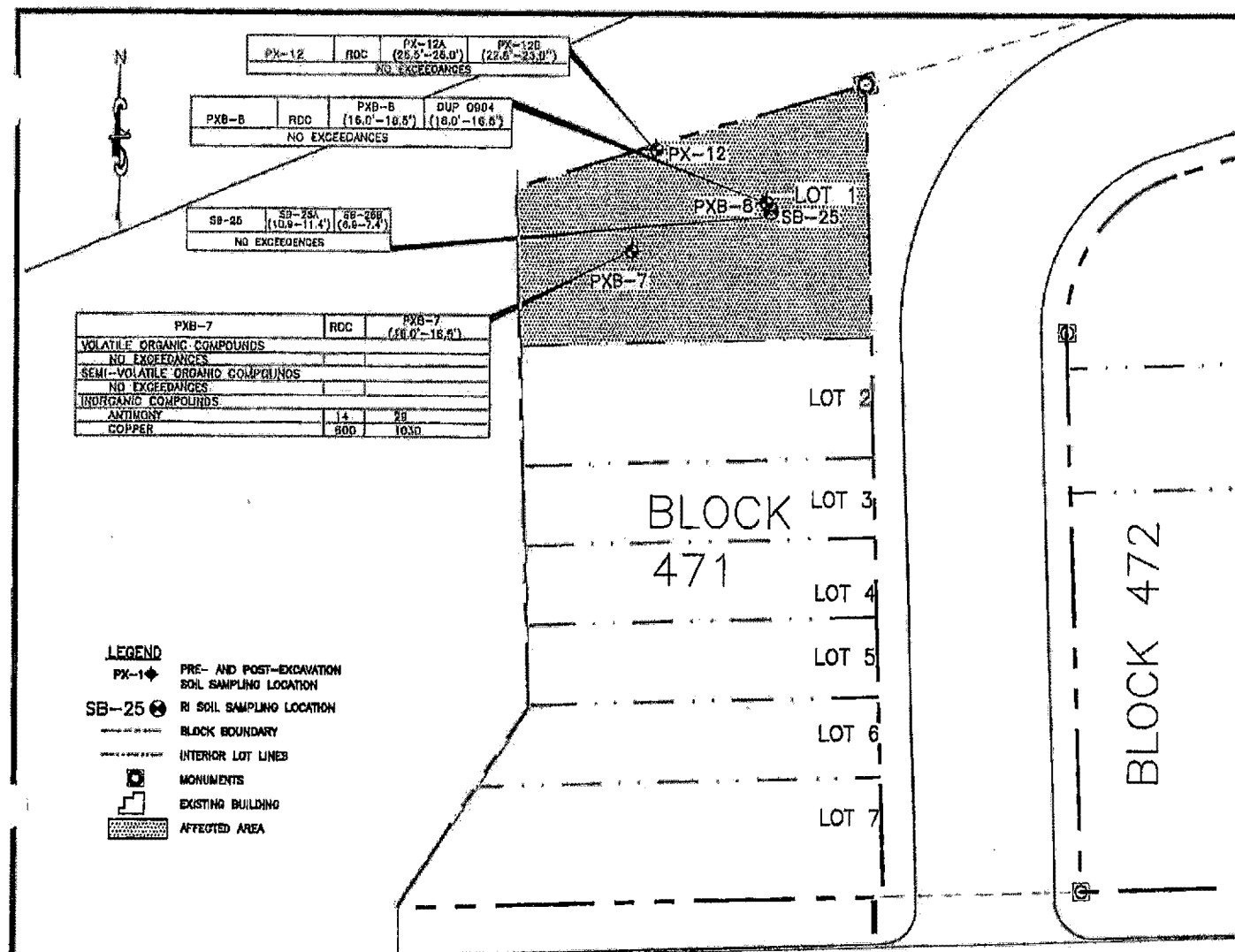


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BK=08234

EXHIBIT 2 (3 OF 21)
RESTRICTED AREA DATA TABLE/MAP
OAK COURT RIGHT-OF-WAY
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



CONTAMINANT OF CONCERN (CAS#)	RDC	NRDC	CONC. (MG/KG)
VOLATILE ORGANIC COMPOUNDS			
NO EXCEEDENCES			
SEMI-VOLATILE ORGANIC COMPOUNDS			
BENZO(A)ANTHRACENE (56-55-3)	0.9	4	130
BENZO(B)FLUORANTHENE (205-99-2)	0.9	4	0.5
BENZO(K)FLUORANTHENE (207-08-9)	0.9	4	0.1
BENZO(A)PYRENE (20-32-8)	0.06	0.06	0.9
CHRYSENE (218-01-9)	0	40	18
INDENO(1,2,3-CD)PYRENE (193-39-5)	0.0	4	0.2
DIBENZ(A,H)ANTHRACENE (53-70-3)	0.06	0.06	1.7
INORGANIC COMPOUNDS			
ANTIMONY (7440-38-0)	14	340	29
ARSENIC (7440-38-2)	20	20	23.1
BERYLLIUM (7440-41-7)	1	1	1.2
COPPER (7440-50-8)	800	800	1030
LEAD (7439-92-1)	400	600	768 J

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSEA/G.

3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 28, 1998.

4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. SURFACE ELEVATION IN LOT 1 RANGES FROM 10' TO 24' ABOVE MSL.

TABLE KEY:

NOT DETECTED OR DETECTED BELOW CLEANUP CRITERIA.

J ESTIMATED VALUE

R VALUE REJECTED DURING DATA VALIDATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

BK#08234

PG#00248

80

SCALE (FEET)

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

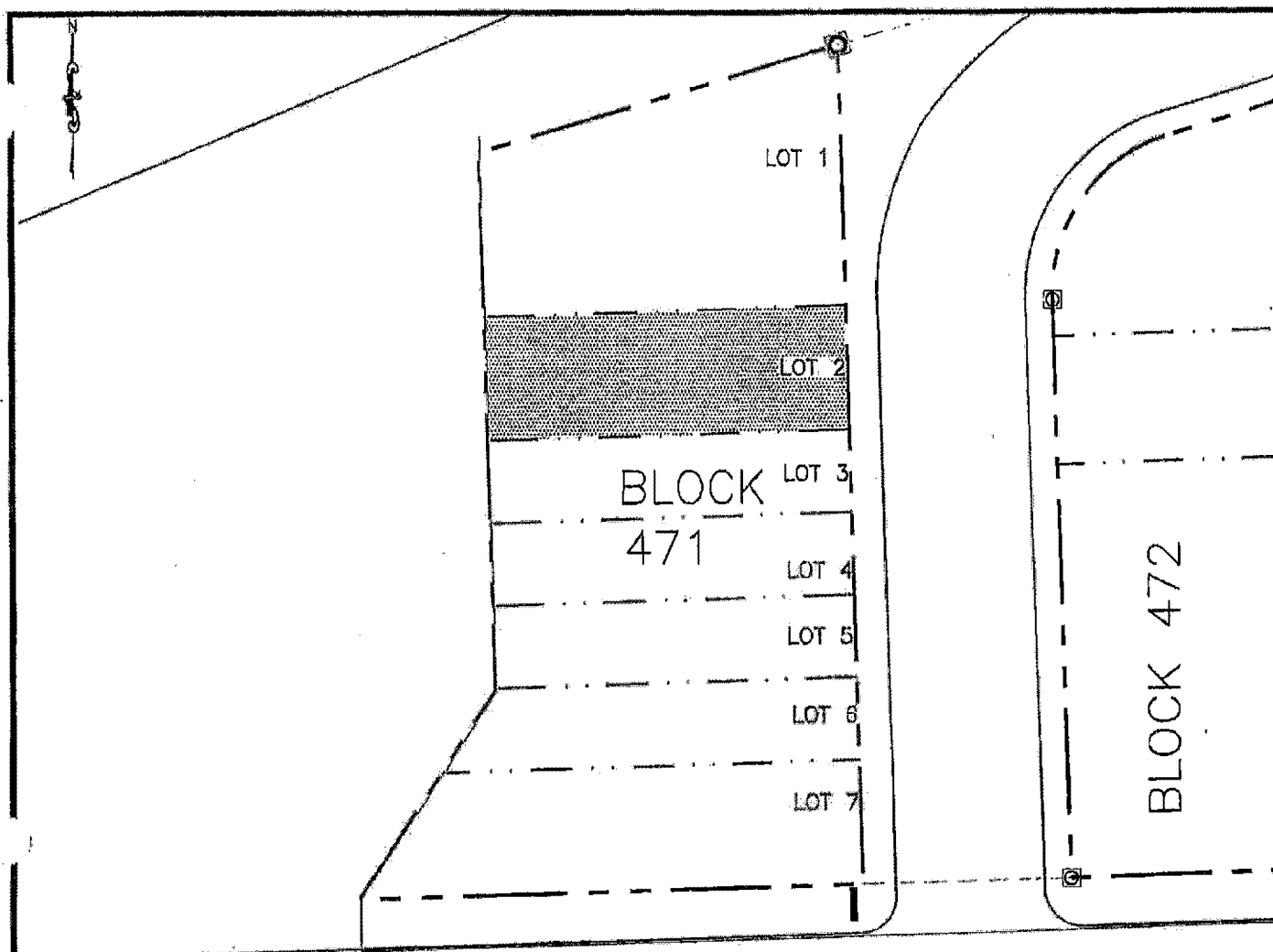


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EXHIBIT B-2 (2 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 471, LOT 1
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



NOTES:

1. NO ANALYTICAL DATA IS AVAILABLE FOR LOT 2. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF BLOCK 471 AND UTILIZED AS REPRESENTATIVE OF SOIL >3FT. BGS AND BENEATH THE EXISTING BUILDING OF LOT 2 ARE PRESENTED BELOW:

OAK STREET

CONTAMINANT OF CONCERN (CAS#)	RDC	NRDC	CONC: (MG/KG)
VOLATILE ORGANIC COMPOUNDS			
NO EXCEEDENCES			
SEMI-VOLATILE ORGANIC COMPOUNDS			
BENZO(A)ANTHRACENE (56-55-3)	0.9	4	130
BENZO(B)FLUORANTHENE (205-99-2)	0.9	4	5.5
BENZO(K)FLUORANTHENE (207-08-9)	0.9	4	8.1
BENZO(A)PYRENE (50-32-6)	0.86	0.86	5.9
CHRYSENE (218-01-9)	9	40	19
INDENO(1,2,3-CD)PYRENE (193-39-5)	0.9	4	5.2
DIBENZ(A,H)ANTHRACENE (53-70-3)	0.68	0.68	1.7
INORGANIC COMPOUNDS			
ANTIMONY (7440-36-0)	14	340	29
ARSENIC (7440-38-2)	20	20	23.1
BERYLLIUM (7440-41-7)	1	1	1.2
COPPER (7440-50-8)	600	600	1930
LEAD (7439-92-1)	400	600	785 J

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 16, 1988 BY PSE&G.

3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARLIPPANY, NJ DATED JUNE 25, 1988.

4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARLIPPANY, NJ DATED NOVEMBER 7, 1988.

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE SURFACE ELEVATION IN LOT 2 IS 17' ABOVE MSL.

TABLE KEY:
— NOT DETECTED OR DETECTED BELOW CLEANUP CRITERIA.

J ESTIMATED VALUE

R VALUE REJECTED DURING DATA VALIDATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- EXISTING BUILDING
- AFFECTED AREA

BK:08234 PG:0024

0 20 40 80
SCALE (FEET)

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



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EXHIBIT B-2 (3 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 471, LOT 2
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06

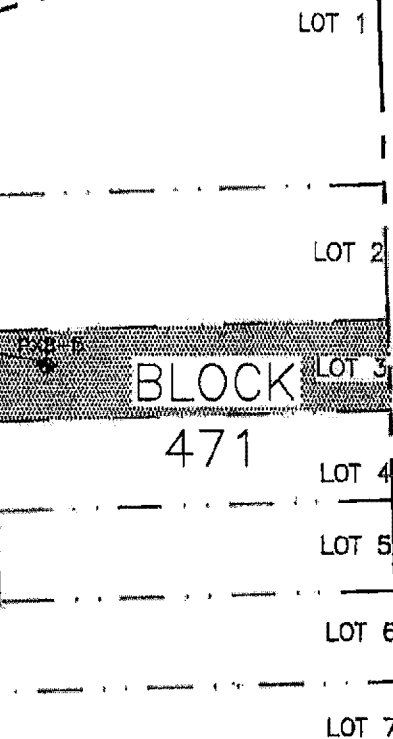
PXB-5	RDC	PXB-5 (14.2-14.7)
VOLATILE ORGANIC COMPOUNDS		
NO EXCEEDANCES		
SEMI-VOLATILE ORGANIC COMPOUNDS		
BENZO(A)ANTHRACENE	0.9	1.2
BENZO(B)FLUORANTHENE	0.9	1
BENZO(K)FLUORANTHENE	0.9	0.99
BENZO(A)PYRENE	0.66	1.2
INORGANIC COMPOUNDS		
ARSENIC	20	23.1

NOTES:

1. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF BLOCK 471 AND UTILIZED AS REPRESENTATIVE OF SOIL EXISTING BELOW AN ELEVATION OF 14.8 FEET ABOVE MEAN SEA LEVEL AND BENEATH THE EXISTING BUILDING OF LOT 3 ARE PRESENTED BELOW:

CONTAMINANT OF CONCERN (CAS#)	RDC	NRDC	CONC. (MG/KG)
VOLATILE ORGANIC COMPOUNDS			
NO EXCEEDANCES			
SEMI-VOLATILE ORGANIC COMPOUNDS			
BENZO(A)ANTHRACENE (66-55-3)	0.9	4	130
BENZO(B)FLUORANTHENE (205-99-2)	0.9	4	5.5
BENZO(K)FLUORANTHENE (207-08-9)	0.9	4	6.1
BENZO(A)PYRENE (50-32-8)	0.66	0.66	6.9
CHRYSENE (218-01-9)	9	40	19
INDENO(1,2,3-CD)PYRENE (193-39-5)	0.9	4	6.2
DIBENZO(A,H)ANTHRACENE (53-70-3)	0.66	0.66	1.7
INORGANIC COMPOUNDS			
ANTIMONY (7440-38-0)	14	340	20
ARSENIC (7440-38-2)	20	20	23.1
COPPER (7440-50-8)	600	600	1630
LEAD (7439-92-1)	400	600	785 J

OAK STREET



2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&K.

3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.

4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 3 IS 16' ABOVE MSL.

TABLE KEY:
NOT DETECTED OR DETECTED BELOW CLEANUP CRITERIA.

J ESTIMATED VALUE

R VALUE REJECTED DURING DATA VALIDATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

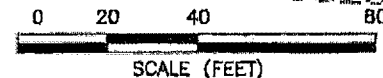
CAS# CHEMICAL ABSTRACT SERVICE NUMBER

LEGEND

- PX-1 PRE- AND POST-EXCAVATION SOIL SAMPLING LOCATION
- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- EXISTING BUILDING
- AFFECTED AREA

BK=08234

PG=00250



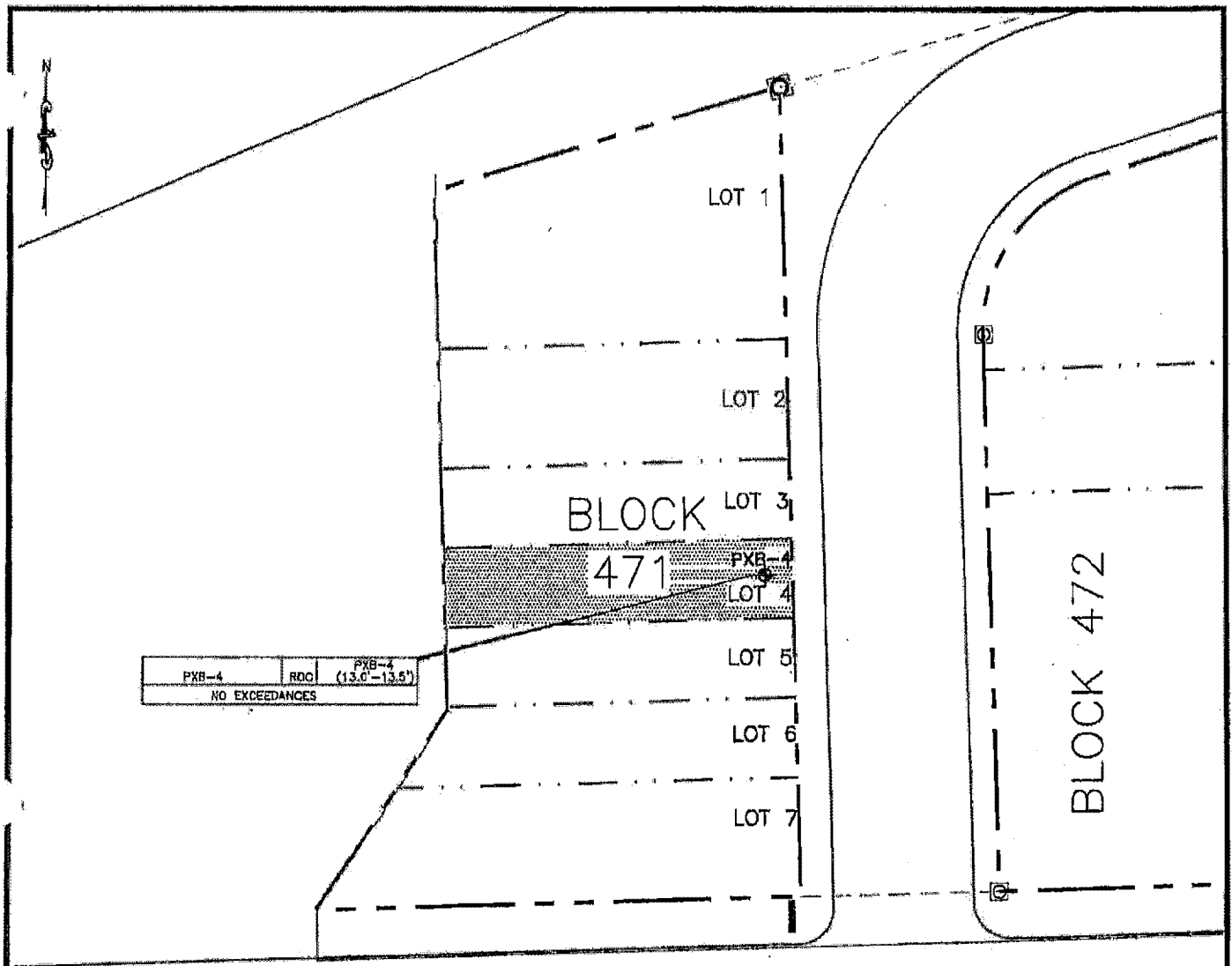
FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



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EXHIBIT B-2 (4 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 471, LOT 3
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



NOTES:

1. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF BLOCK 471 AND UTILIZED AS REPRESENTATIVE OF SOIL >3FT. BOS AND BENEATH THE EXISTING BUILDING OF LOT 4 ARE PRESENTED BELOW.

CONTAMINANT OF CONCERN (CAS#)	RDC	NRDC	CONC. (MG/KG)
VOLATILE ORGANIC COMPOUNDS			
NO EXCEEDANCES			
SEMI-VOLATILE ORGANIC COMPOUNDS			
BENZO(A)ANTHRAcene (56-85-3)	0.8	4	130
BENZO(B)FLUORANTHENE (205-99-2)	0.9	4	5.5
BENZO(K)FLUORANTHENE (207-08-9)	0.9	4	6.1
BENZO(A)PYRENE (50-32-8)	0.80	0.60	8.9
CHRYSENE (218-01-9)	0	40	19
INDENO(1,2,3-CD)PYRENE (183-39-6)	0.9	4	5.2
DIBENZO(A,H)ANTHRACENE (53-70-3)	0.88	0.66	1.7
INORGANIC COMPOUNDS			
ANTIMONY (7440-38-0)	14	340	28
ARSENIC (7440-38-2)	20	20	23.1
BERYLLIUM (7440-41-7)	1	1	1.2
COPPER (7440-50-8)	600	600	1630
LEAD (7439-92-1)	400	600	765 J

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.

3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARLIPPANY, NJ DATED JUNE 28, 1998.

4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARLIPPANY, NJ DATED NOVEMBER 7, 1998.

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 4 IS 18' ABOVE MSL.

TABLE KEY:
NOT DETECTED OR DETECTED
BELOW CLEANUP CRITERIA.

J ESTIMATED VALUE

R VALUE REJECTED DURING
DATA VALIDATION.

RDC RESIDENTIAL DIRECT CONTACT
SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT
CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE
NUMBER

LEGEND

- PX-1 PRE- AND POST-EXCAVATION SOIL SAMPLING LOCATION
- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- EXISTING BUILDING
- AFFECTED AREA

BK#08274 40' G=00280
SCALE (FEET)

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

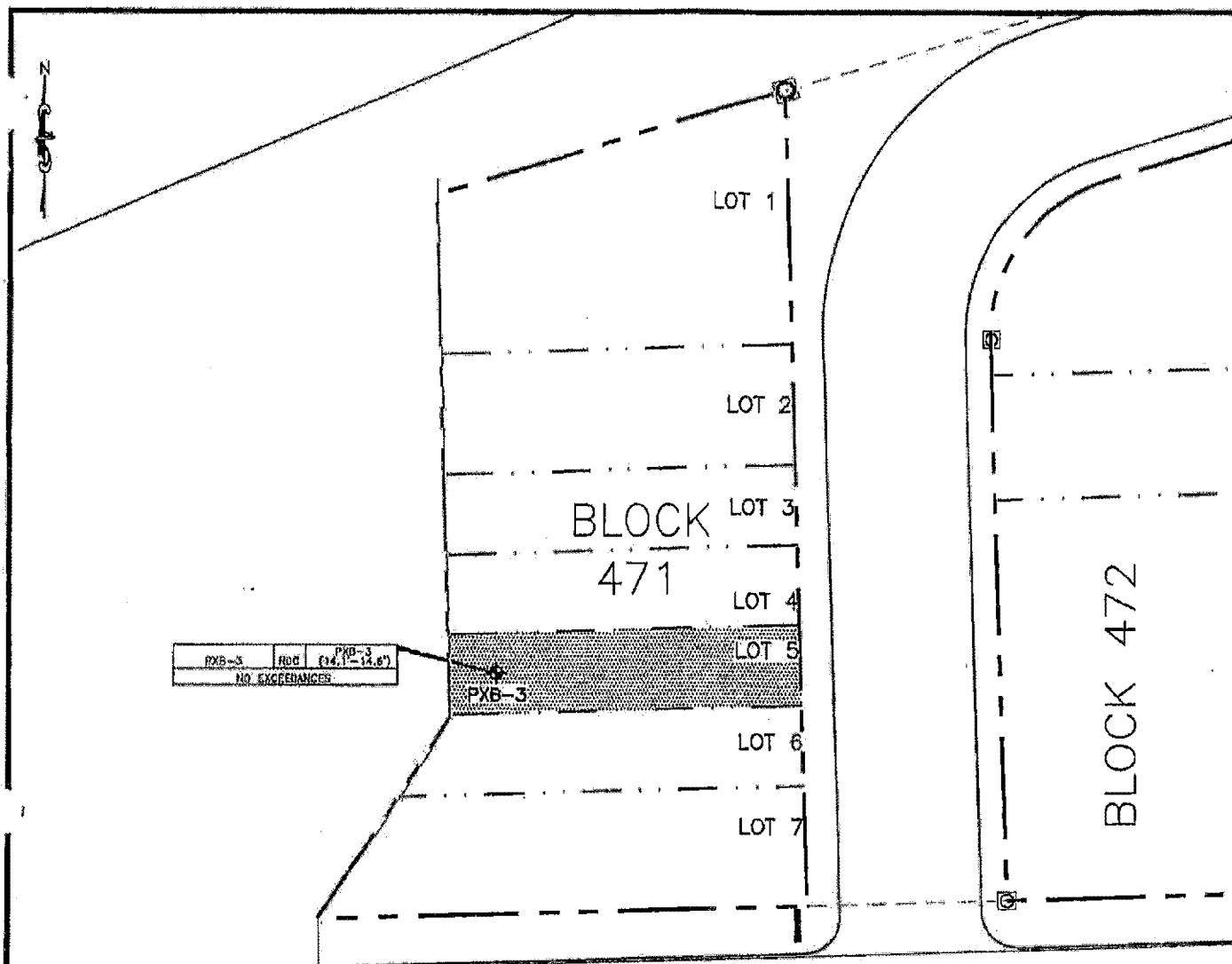


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EXHIBIT B-2 (5 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 471, LOT 4
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTC DATE: 01/17/06



NOTES:

1. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF BLOCK 471 AND UTILIZED AS REPRESENTATIVE OF SOIL 3-3FT. BGS AND BENEATH THE EXISTING BUILDING OF LOT 5 ARE PRESENTED BELOW:

CONTAMINANT OF CONCERN (CAS#)	RDC	NRDC	CONC. (MG/KG)
VOLATILE ORGANIC COMPOUNDS			
NO EXCEEDANCES			
SEMI-VOLATILE ORGANIC COMPOUNDS			
BENZO(A)ANTHRACENE (56-55-3)	0.9	4	130
BENZO(B)FLUORANTHENE (205-99-2)	0.9	4	5.5
BENZO(K)FLUORANTHENE (207-08-9)	0.9	4	6.1
BENZO(A)PYRENE (50-32-8)	0.88	0.88	8.9
CHRYSENE (218-01-9)	9	40	19
INDENO(1,2,3-CD)PYRENE (193-39-5)	0.9	4	5.2
DIBENZO(A,H)ANTHRACENE (53-70-3)	0.88	0.88	1.7
INORGANIC COMPOUNDS			
ANTIMONY (7440-38-0)	14	340	29
ARSENIC (7440-38-2)	20	20	23.1
BERYLLIUM (7440-41-7)	1	1	1.2
COPPER (7440-50-8)	800	800	1630
LEAD (7439-92-1)	400	600	785 J

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 10, 1988 BY PSE&G.

3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 26, 1988.

4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1988.

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION IN LOT 5 IS 10' ABOVE MSL.

TABLE KEY:
NOT DETECTED OR DETECTED
BELOW CLEANUP CRITERIA.

J ESTIMATED VALUE

R VALUE REJECTED DURING
DATA VALIDATION.

RDC RESIDENTIAL DIRECT CONTACT
SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT
CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE
NUMBER

LEGEND

- PK-1 PRE- AND POST-EXCAVATION SOIL SAMPLING LOCATION
- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- EXISTING BUILDING
- AFFECTED AREA

BK=08234

PG=00252

0 20 40 80
SCALE (FEET)

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

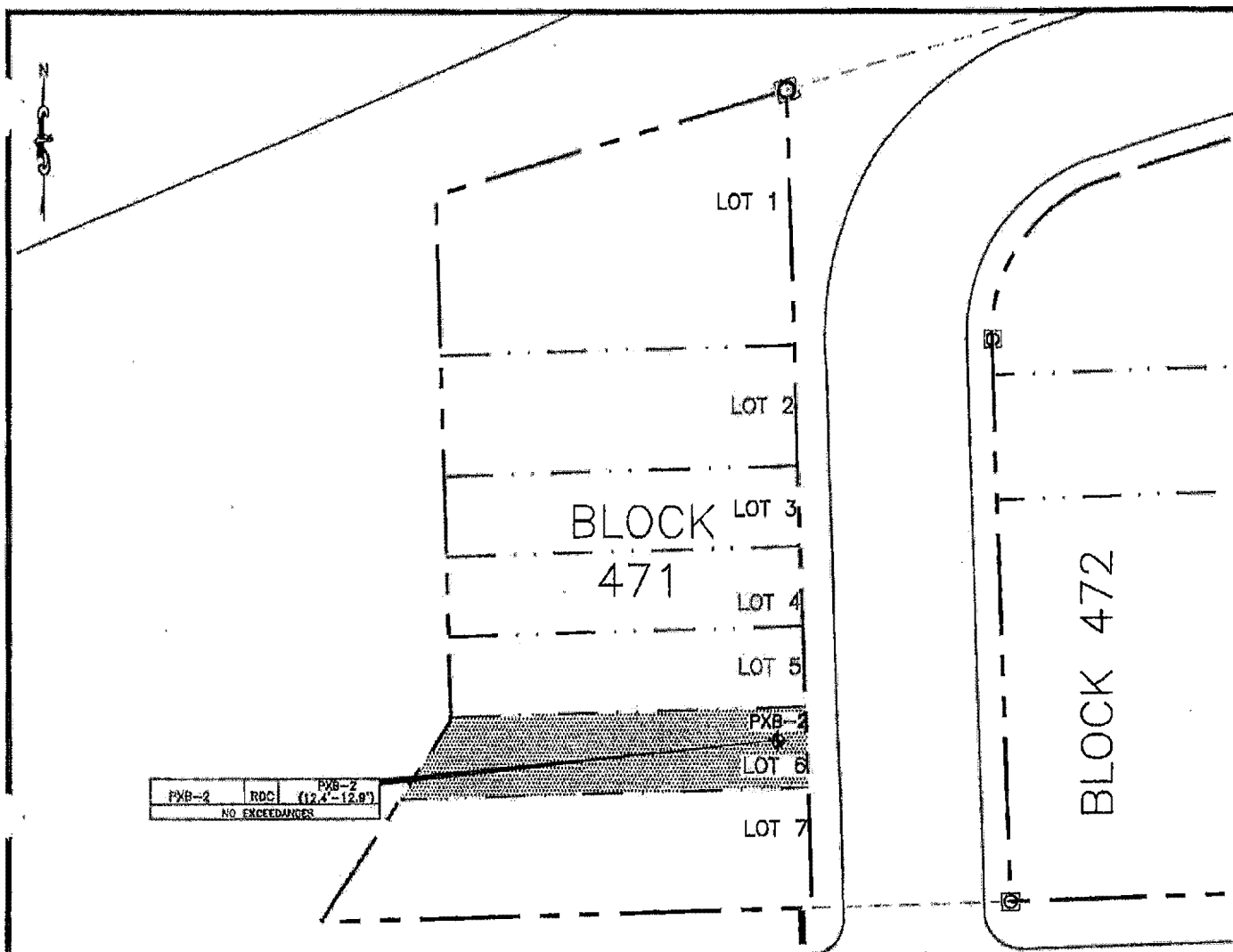


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EXHIBIT B-2 (6 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 471, LOT 5
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



NOTES:

1. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF BLOCK 471 AND UTILIZED AS REPRESENTATIVE OF SOIL >3FT. BGS AND BENEATH THE EXISTING BUILDING OF LOT 6 ARE PRESENTED BELOW:

CONTAMINANT OF CONCERN (CAS#)	RDC	NRDC	CONC. (MG/KG)
VOLATILE ORGANIC COMPOUNDS			
NO EXCEEDENCES			
SEMI-VOLATILE ORGANIC COMPOUNDS			
BENZO(A)ANTHRACENE (56-55-3)	0.0	4	130
BENZO(B)FLUORANTHENE (208-99-2)	0.0	4	5.5
BENZO(K)FLUORANTHENE (207-08-9)	0.0	4	6.1
BENZO(A)PYRENE (50-32-8)	0.08	0.08	5.0
CHRYSENE (218-01-9)	0	40	19
INDENO(1,2,3-CD)PYRENE (193-39-5)	0.0	4	5.2
DIBENZ(A,H)ANTHRACENE (53-70-3)	0.06	0.06	1.7
INORGANIC COMPOUNDS			
ANTIMONY (7440-38-0)	14	340	28
ARSENIC (7440-38-2)	20	20	23.1
BERYLLIUM (7440-41-7)	1	1	1.2
COPPER (7440-50-8)	600	600	1630
LEAD (7439-92-1)	400	600	785 J

OAK STREET

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1995 BY PSE&G.

3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARLIPPANY, NJ DATED JUNE 25, 1998.

4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARLIPPANY, NJ DATED NOVEMBER 7, 1998.

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 6 IS 18' ABOVE MSL.

TABLE KEY:
NOT DETECTED OR DETECTED BELOW CLEANUP CRITERIA.

J ESTIMATED VALUE

R VALUE REJECTED DURING DATA VALIDATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

LEGEND

PX-1

PRE- AND POST-EXCAVATION SOIL SAMPLING LOCATION

BLOCK BOUNDARY

INTERIOR LOT LINES

■

MONUMENTS

▢

EXISTING BUILDING

▨

AFFECTED AREA

BK=08234

PG=00253

0 20 40 80

SCALE (FEET)

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



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EXHIBIT B-2 (7 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 471, LOT 6
BAYONNE, NEW JERSEY

PROJECT NO.

56752

PREPARED:

VL

FIGURE:

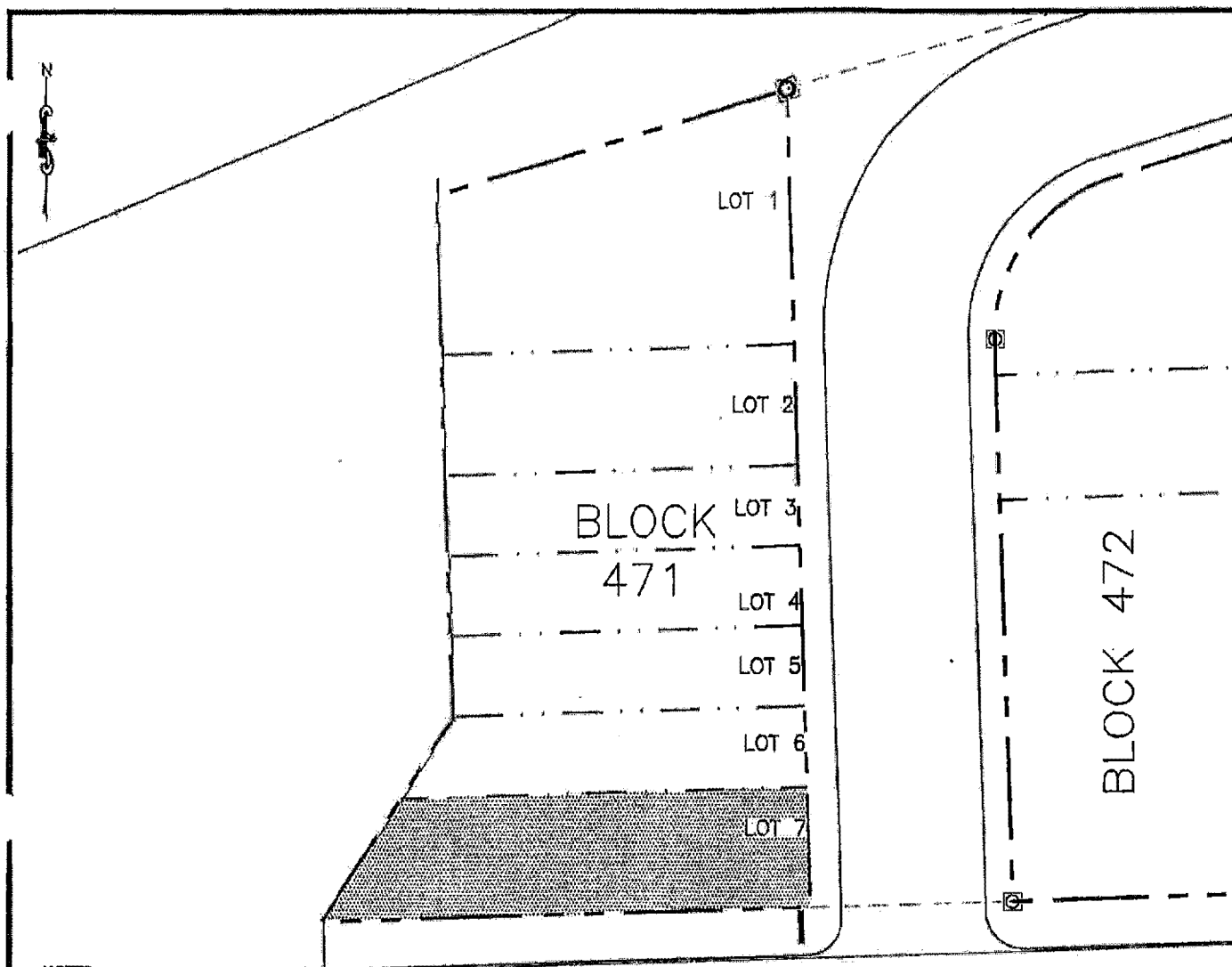
B-2

CHECKED:

DTG

DATE:

01/17/06



NOTES:

1. NO ANALYTICAL DATA IS AVAILABLE FOR LOT 7. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF BLOCK 471 AND UTILIZED AS REPRESENTATIVE OF SOIL >3FT. BGS AND BENEATH THE EXISTING BUILDING OF LOT 7 ARE PRESENTED BELOW:

CONTAMINANT OF CONCERN (CAS#)	RDC	NRDC	CONC. (MG/KG)
VOLATILE ORGANIC COMPOUNDS			
NO EXCEEDENCES			
SEMI-VOLATILE ORGANIC COMPOUNDS			
BENZO(A)ANTHRACENE (56-55-3)	0.6	4	130
BENZO(B)FLUORANTHENE (203-99-2)	0.6	4	5.5
BENZO(K)FLUORANTHENE (207-08-9)	0.9	4	8.1
BENZO(A)PYRENE (50-32-8)	0.66	0.66	8.9
CHRYSENE (218-01-8)	9	40	19
INDENO(1,2,3-CD)PYRENE (183-39-5)	0.9	4	5.2
DIBENZ(A,H)ANTHRACENE (53-70-3)	0.66	0.66	1.7
INORGANIC COMPOUNDS			
ANTIMONY (7440-35-0)	14	340	29
ARSENIC (7440-39-2)	20	20	23.1
BERYLLIUM (7440-41-7)	1	1	1.2
COPPER (7440-50-8)	800	800	1630
LEAD (7439-92-1)	400	800	765 J

OAK STREET

BK:08234

PG:00254

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSEMG.

3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1996.

4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.

SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 7 IS 17' ABOVE MSL.

TABLE KEY:
NOT DETECTED OR DETECTED
BELOW CLEANUP CRITERIA.

J ESTIMATED VALUE

R VALUE REJECTED DURING
DATA VALIDATION.

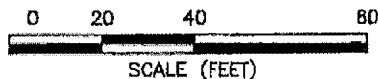
RDC RESIDENTIAL DIRECT CONTACT
SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT
CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE
NUMBER

LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- EXISTING BUILDING
- AFFECTED AREA



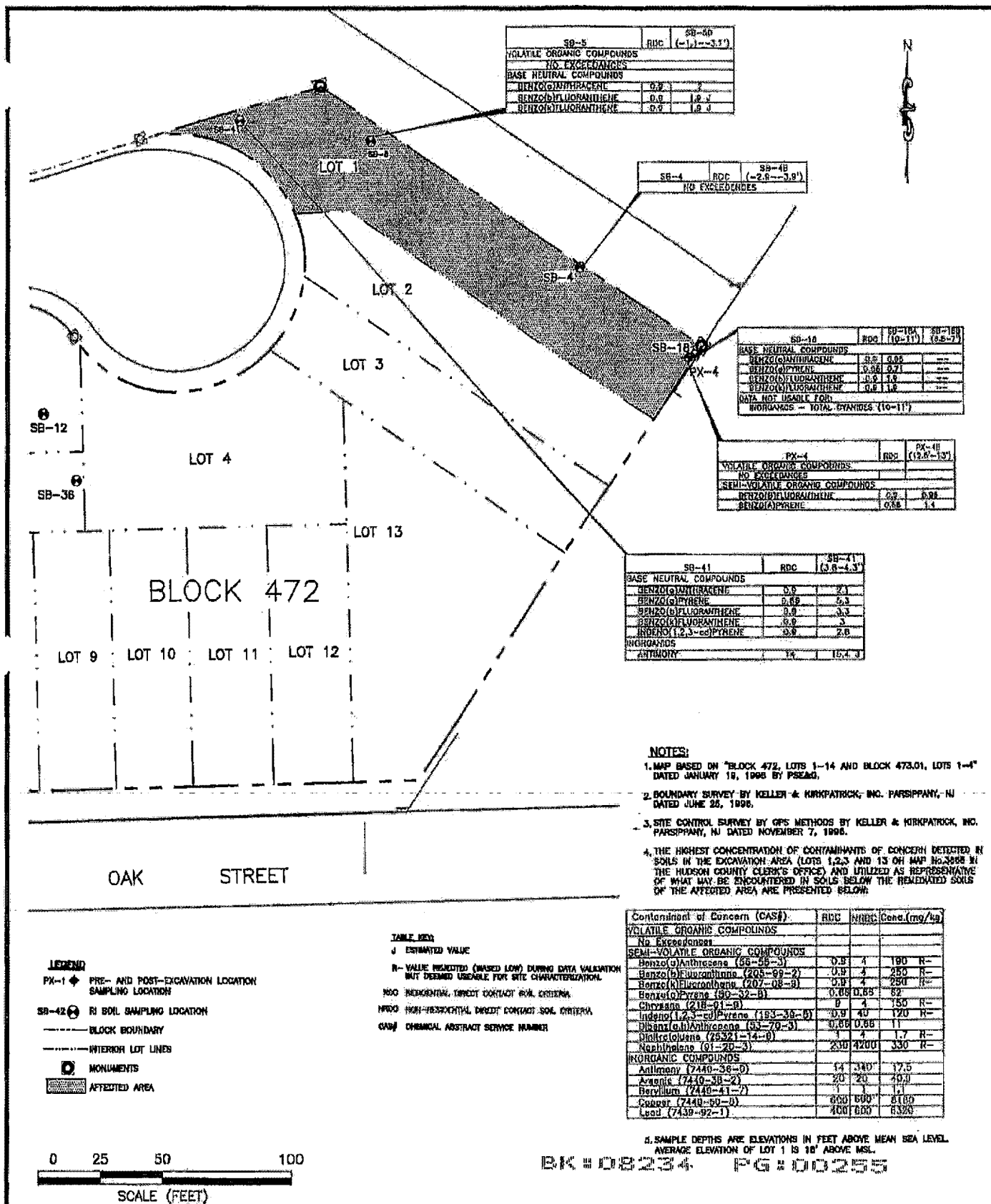
FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



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EXHIBIT B-2 (8 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 471, LOT 7
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



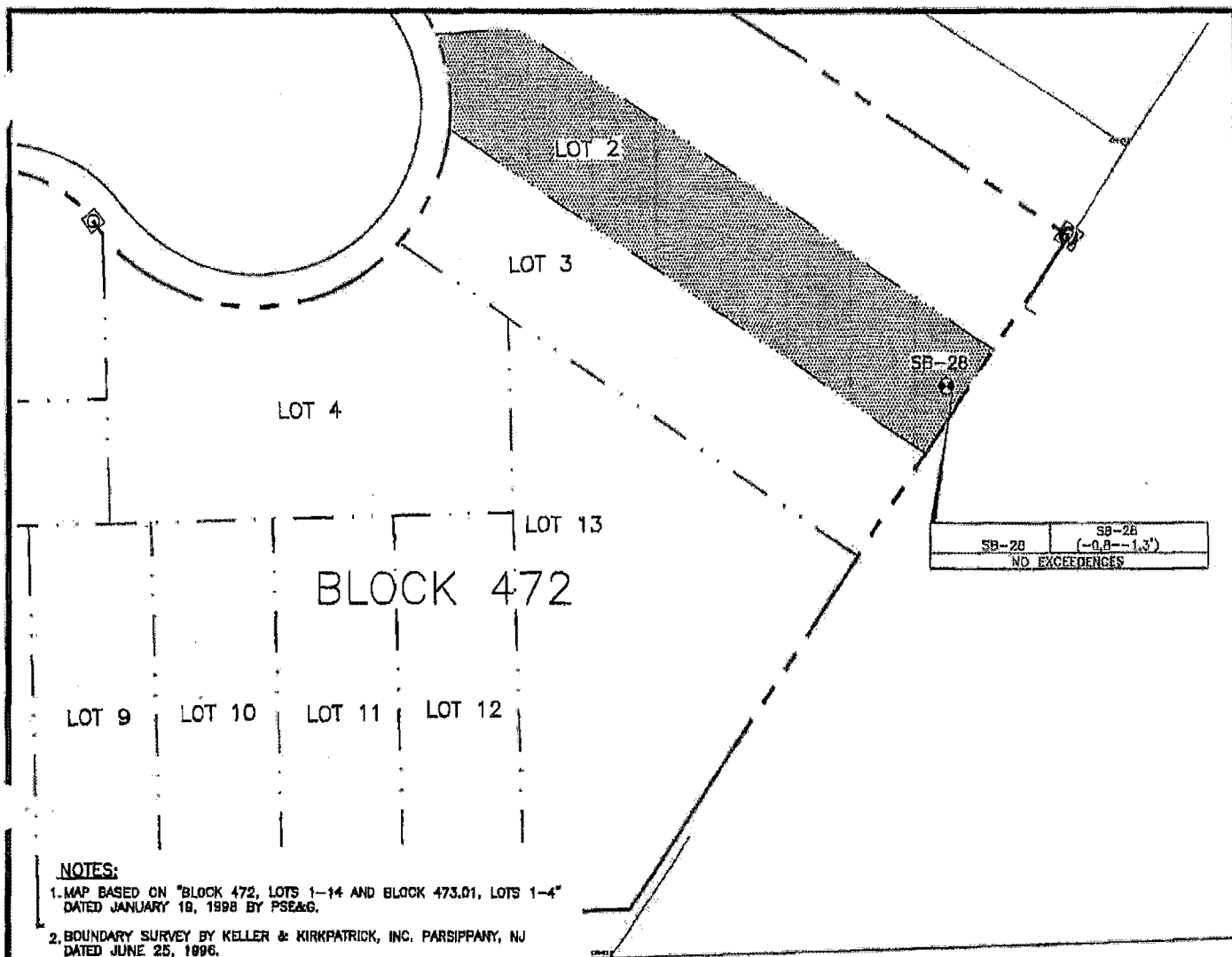
FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



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EXHIBIT B-2 (9 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 472, LOT 1
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 18, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1996.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.
4. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS IN THE EXCAVATION AREA (LOTS 1, 2, 3 AND 13 ON MAP No. 3668 IN THE HUDSON COUNTY CLERK'S OFFICE) AND UTILIZED AS REPRESENTATIVE OF WHAT MAY BE ENCOUNTERED IN SOILS BELOW THE REMEDIATED SOILS OF THE AFFECTED AREA ARE PRESENTED BELOW:

Contaminant of Concern (CAS#)	RDC	NRDC	Conc.(mg/kg)
VOLATILE ORGANIC COMPOUNDS			
No. Exceedences			
SEMI-VOLATILE ORGANIC COMPOUNDS			
Benzo(a)Anthracene (56-55-3)	0.9	4	180 R-
Benzo(b)Fluoranthene (205-99-2)	0.9	4	250 R-
Benzo(k)Fluoranthene (207-08-9)	0.9	4	250 R-
Benzo(a)Pyrene (50-32-8)	0.66	0.66	82
Chrysene (218-01-9)	9	4	150 R-
Indeno(1,2,3-cd)Pyrene (193-39-5)	0.9	40	120 R-
Dibenz(a,h)Anthracene (53-70-3)	0.66	0.66	11
Dimethyltoluene (25321-14-6)	1	4	1.7 R-
Naphthalene (91-20-3)	230	4200	330 R-
INORGANIC COMPOUNDS			
Antimony (7440-36-0)	14	340	17.5
Arsenic (7440-38-2)	20	20	40.9
Beryllium (7440-41-7)	1	1	1.1
Copper (7440-50-8)	600	600	8180
Lead (7439-92-1)	400	600	6320

TABLE KEY:

J ESTIMATED VALUE

R- VALUE REJECTED (BIASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

LEGEND

SB-42 RI SOIL SAMPLING LOCATION

--- BLOCK BOUNDARY

--- INTERIOR LOT LINES

MONUMENTS

AFFECTED AREA

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 2 IS 16' ABOVE MSL.

BK#08234 25 PG#08256 100

SCALE (FEET)

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

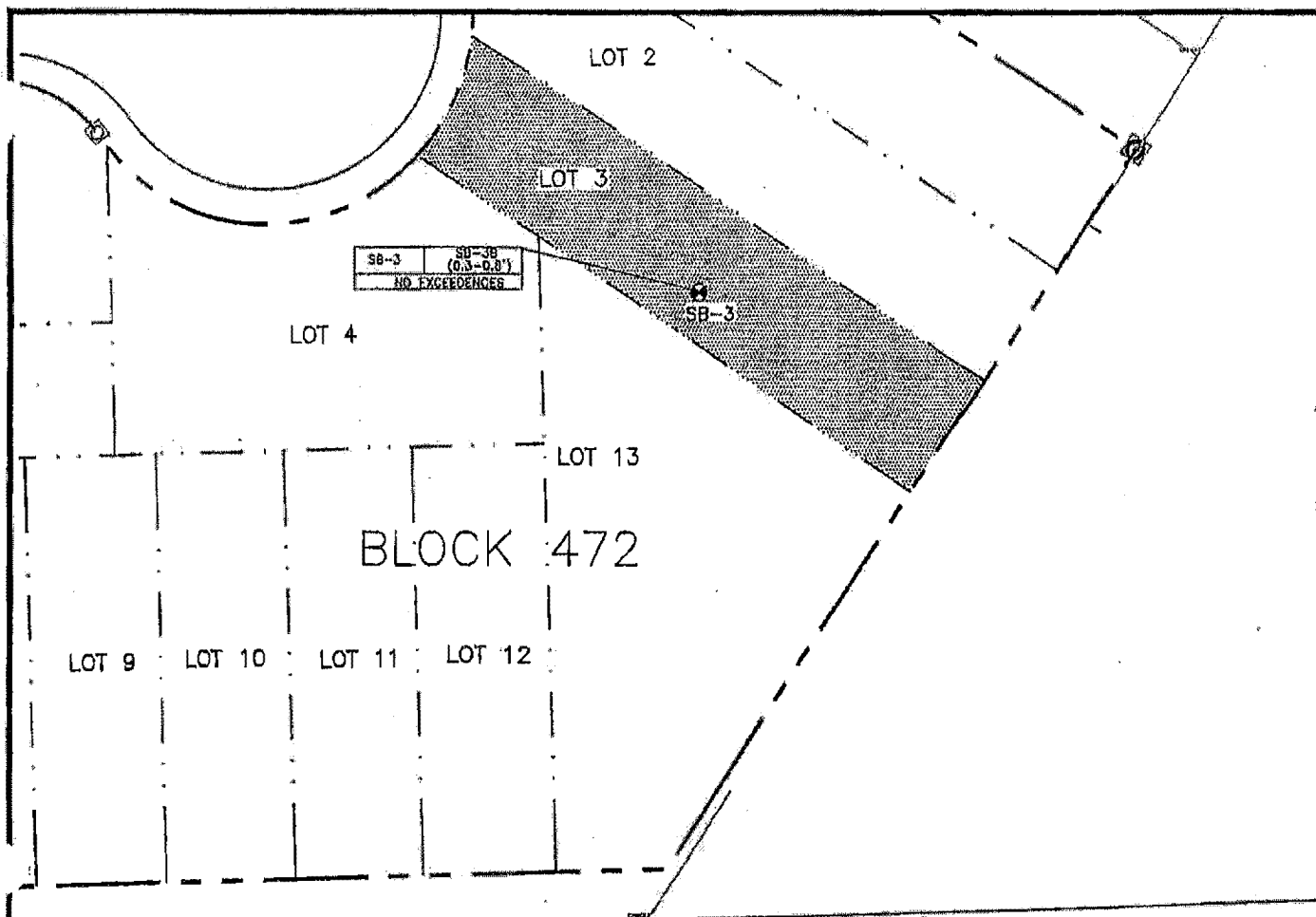


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EXHIBIT B-2 (10 OF 21)
RESTRICTED AREA DATA/MAP
BLOCK 472, LOT 2
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



NOTES:

1. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 18, 1998 BY PSE&G.
2. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.
3. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.
4. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS IN THE EXCAVATION AREA (LOTS 1,2,3 AND 13 ON MAP No.3668 IN THE HUDSON COUNTY CLERK'S OFFICE) AND UTILIZED AS REPRESENTATIVE OF WHAT MAY BE ENCOUNTERED IN SOILS BELOW THE REMEDIATED SOILS OF THE AFFECTED AREA ARE PRESENTED BELOW:

Contaminant of Concern (CAS#)	RDC	NRDC	Conc.(mg/kg)
VOLATILE ORGANIC COMPOUNDS			
No Exceedances			
SEMI-VOLATILE ORGANIC COMPOUNDS			
Benzo(a)Anthracene (56-55-3)	0.9	4	190 R-
Benzo(b)Fluoranthene (205-99-2)	0.9	4	250 R-
Benzo(k)Fluoranthene (207-08-9)	0.9	4	250 R-
Benzo(a)Pyrene (50-32-8)	0.66	0.66	62
Chrysene (218-01-9)	8	4	180 R-
Indeno(1,2,3-cd)Pyrene (193-39-5)	0.9	40	120 R-
Dibenz(a,h)Anthracene (53-70-3)	0.66	0.66	11
Dinitrotoluene (25321-14-6)	1	4	1.7 R-
Naphthalene (91-20-3)	230	4200	330 R-
INORGANIC COMPOUNDS			
Antimony (7440-35-0)	14	340	17.5
Arsenic (7440-38-2)	20	20	40.9
Beryllium (7440-41-7)	1	1	1.1
Copper (7440-50-8)	600	600	8160
Lead (7439-92-1)	400	600	6320

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL.
AVERAGE ELEVATION OF LOT 3 IS 15' ABOVE MSL.

TABLE KEY:

J ESTIMATED VALUE

R- VALUE REJECTED (BIASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

LEGEND

SB-42 RI SOIL SAMPLING LOCATION

--- BLOCK BOUNDARY

--- INTERIOR LOT LINES

MONUMENTS

AFFECTED AREA

BK:08234

PG:00257

0 25 50 100

SCALE (FEET)

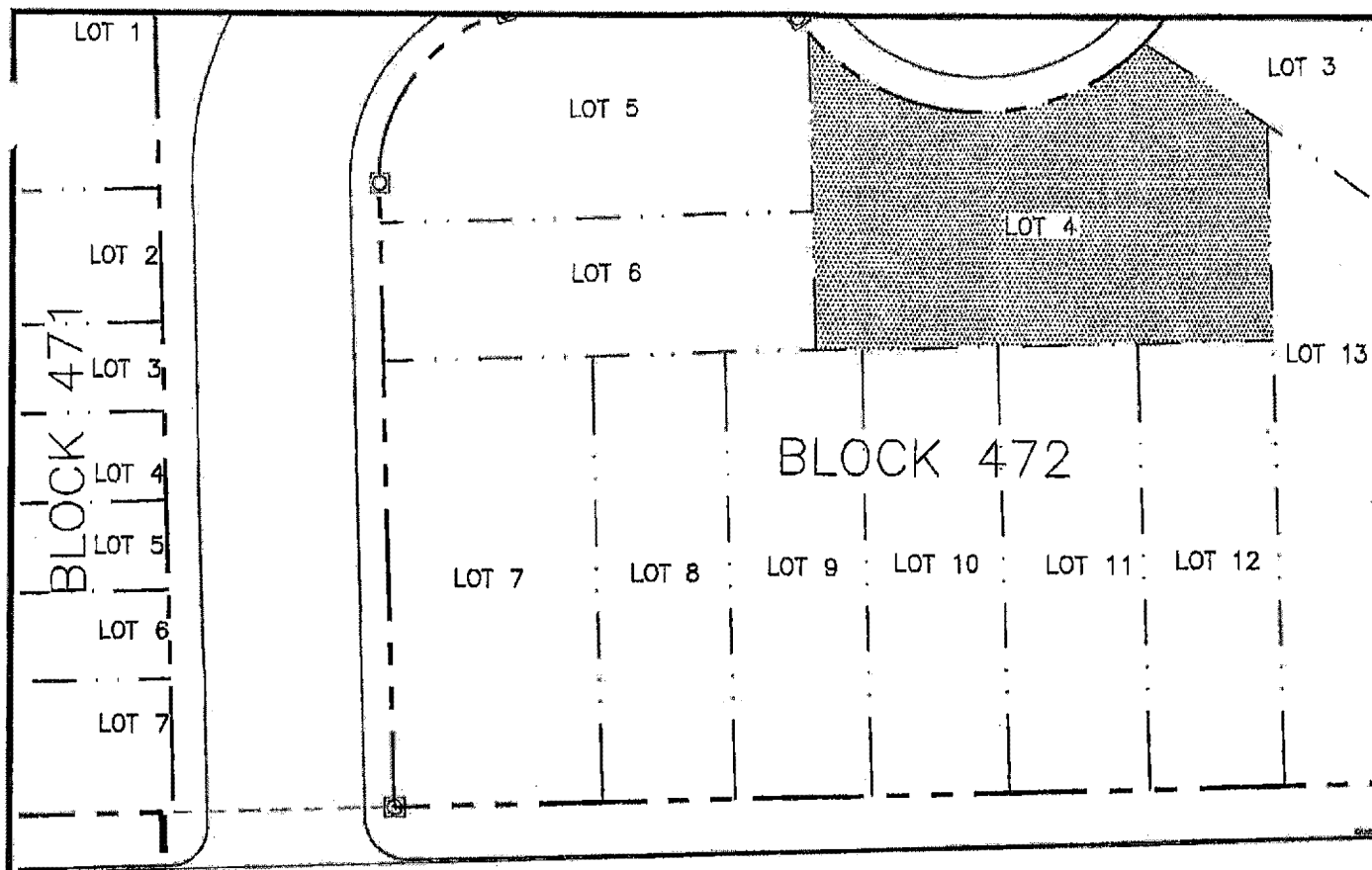
FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



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EXHIBIT B-2 (11 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 472, LOT 3
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/08



NOTES:

1. NO ANALYTICAL DATA IS AVAILABLE FOR LOT 4. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF LOTS 4 THROUGH 12, INCLUSIVE, ON MAP No. 3698 IN THE HUDSON COUNTY CLERK'S OFFICE AND UTILIZED AS REPRESENTATIVE OF SOIL REMAINING AFTER REMEDIATION ARE PRESENTED BELOW:

Contaminant of Concern (CAS#)	RDC	NRDC	Conc. (mg/kg)
VOLATILE ORGANIC COMPOUNDS			
Benzene (71-43-2)	3	13	520
Chlorobenzene (106-89-7)	37	880	120
Methylene Chloride (75-09-2)	49	210	87 J
Styrene (100-42-5)	23	97	430
Trichloroethylene (127-18-4)	4	6	28
Xylenes (Total) (1330-20-7)	410	1800	730
Total Volatile Organic Compounds	1000	---	3719 J
SEMI-VOLATILE ORGANIC COMPOUNDS			
Benz(a)Anthracene (85-65-3)	0.9	4	160 J
Benzo(b)Fluoranthene (205-99-2)	0.9	4	140 J
Benzo(k)Fluoranthene (207-08-9)	0.9	4	87 J
Benzo(a)Pyrene (50-32-8)	0.66	0.66	120 J
Chrysene (218-01-9)	8	40	170 J
Indeno(1,2,3-cd)Pyrene (183-39-0)	0.9	4	39 J
Dibenz(a,h)Anthracene (53-70-3)	0.06	0.66	63 J
Dibenzofluorene (25-32-1-14-5)	1	4	28
Naphthalene (81-20-3)	230	4200	2800
N-Nitro-N'-nitrosodiphenylamine (821-84-7)	0.66	0.66	20 J
PESTICIDES/HERBICIDES			
Dieldrin (50-67-1)	0.042	0.18	0.653
TOTAL ORGANIC COMPOUNDS	10000	---	68861 J
INORGANIC COMPOUNDS			
Antimony (7440-36-0)	14	340	15.8 J
Arsenic (7440-38-2)	20	20	109
Beryllium (7440-41-7)	1	1	2.1
Lead (7439-92-1)	400	800	1500
Nickel (7440-02-0)	250	500	780

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.

3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.

4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE SURFACE ELEVATION OF LOT 4 IS 15' ABOVE MSL.

TABLE KEY:

J ESTIMATED VALUE

R- VALUE REJECTED (BIASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.

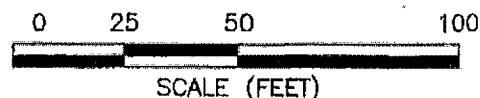
RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- AFFECTED AREA



FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

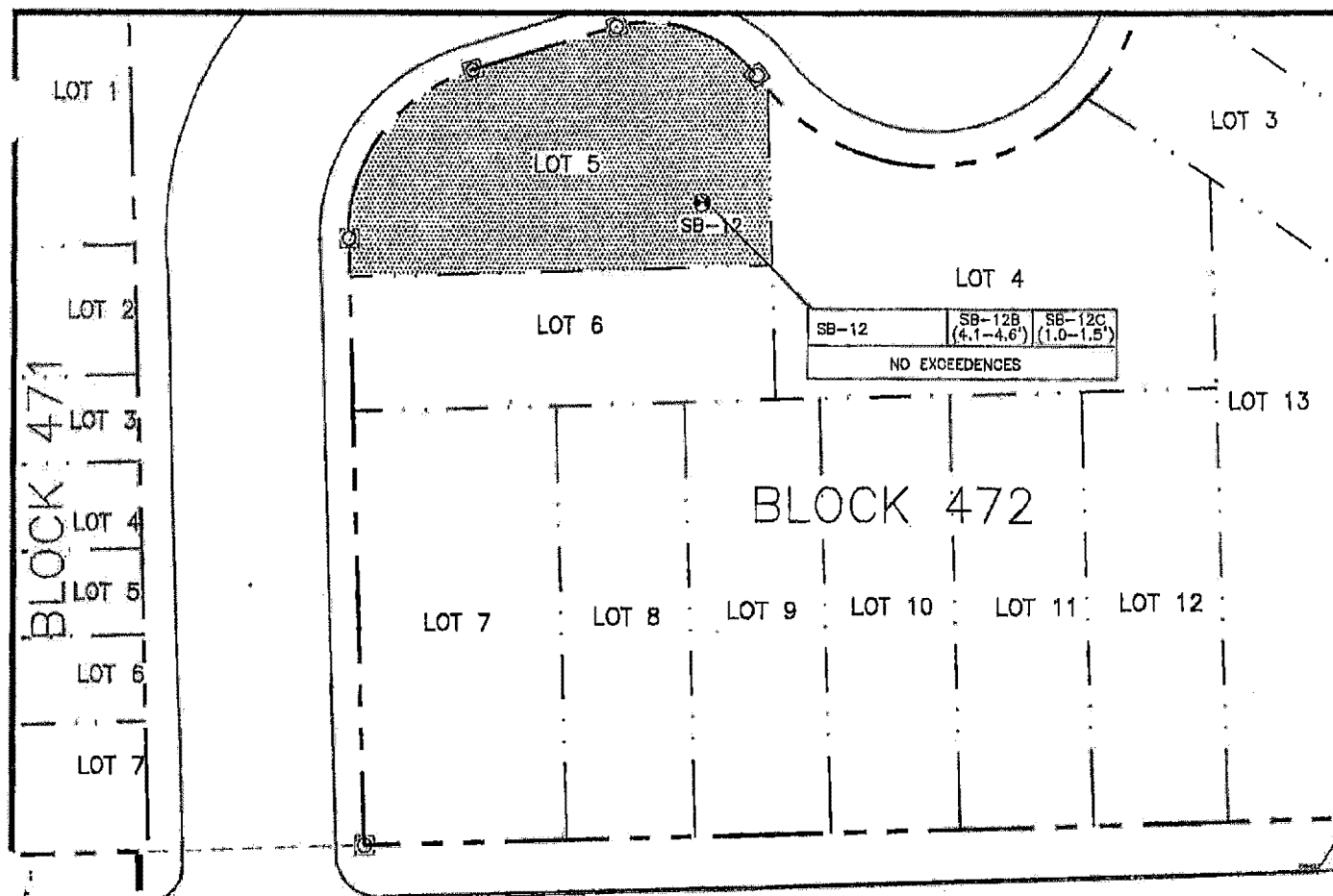


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EXHIBIT B-2 (12 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 472, LOT 4
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-1
CHECKED: DTG DATE: 01/17/06



NOTES:

1. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF LOTS 4 THROUGH 12, INCLUSIVE ON MAP No.3888 IN THE HUDSON COUNTY CLERK'S OFFICE, AND UTILIZED AS REPRESENTATIVE OF SOIL REMAINING AFTER REMEDIATION ARE PRESENTED BELOW:

OAK STREET

Contaminant of Concern (CAS#)	RDC	NRDC	Conc.(mg/kg)
VOLEATILE ORGANIC COMPOUNDS			
Benzene (71-43-2)	3	13	820
Chlorobenzene (108-90-7)	32	880	120
Methylene Chloride (75-09-2)	49	210	27 J
Styrene (100-42-5)	23	87	430
Trichloroethylene (127-18-4)	4	6	20
Xylenes (Total) (1330-20-7)	410	1000	730
Total Volatile Organic Compounds	1000	--	3716 J
SEMI-VOLEATILE ORGANIC COMPOUNDS			
Benz(a)Anthracene (96-55-3)	0.0	4	180 J
Benz(a)Fluoranthene (205-98-2)	0.0	4	140 R-
Benz(b)Fluoranthene (207-08-5)	0.0	4	67 R-
Benzo(a)Pyrene (50-32-6)	0.08	0.08	120 J
Chrysene (218-01-9)	9	40	170 J
Indeno(1,2,3-cd)Pyrene(183-39-6)	0.0	4	38 R-
Benzo(g,h,i)Anthracene (85-20-3)	0.08	0.08	83 R-
Dibenz(a,h)anthracene (2521-14-6)	1	4	20
Benzo(k)fluoranthene (61-70-3)	230	4200	2000
N-Nitrosodimethylamine(621-64-7)	0.06	0.08	20 J
PESTICIDES/HERBICIDES			
Dieldrin (100-97-1)	0.042	0.18	0.023
TOTAL ORGANIC COMPOUNDS	10000	--	80881 J
INORGANIC COMPOUNDS			
Antimony (7440-36-0)	14	340	15.8 J
Arsenic (7440-38-2)	20	20	100
Barium (7440-41-7)	1	1	2.1
Lead (7439-92-1)	400	600	1880
Nickel (7440-02-0)	250	600	762

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 18, 1986 BY PSE&G.
3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1986.
4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.
5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 5 IS 16' ABOVE MSL.

LEGEND

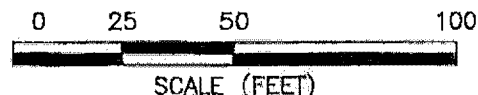
- SB-12 RI SOIL SAMPLING LOCATION
 BLOCK BOUNDARY
 INTERIOR LOT LINES
 MONUMENTS
 AFFECTED AREA

TABLE KEY:

- J ESTIMATED VALUE
 R- VALUE REJECTED (BIASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA
 NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA
 CAS# CHEMICAL ABSTRACT SERVICE NUMBER

BK#08234 PG#0025



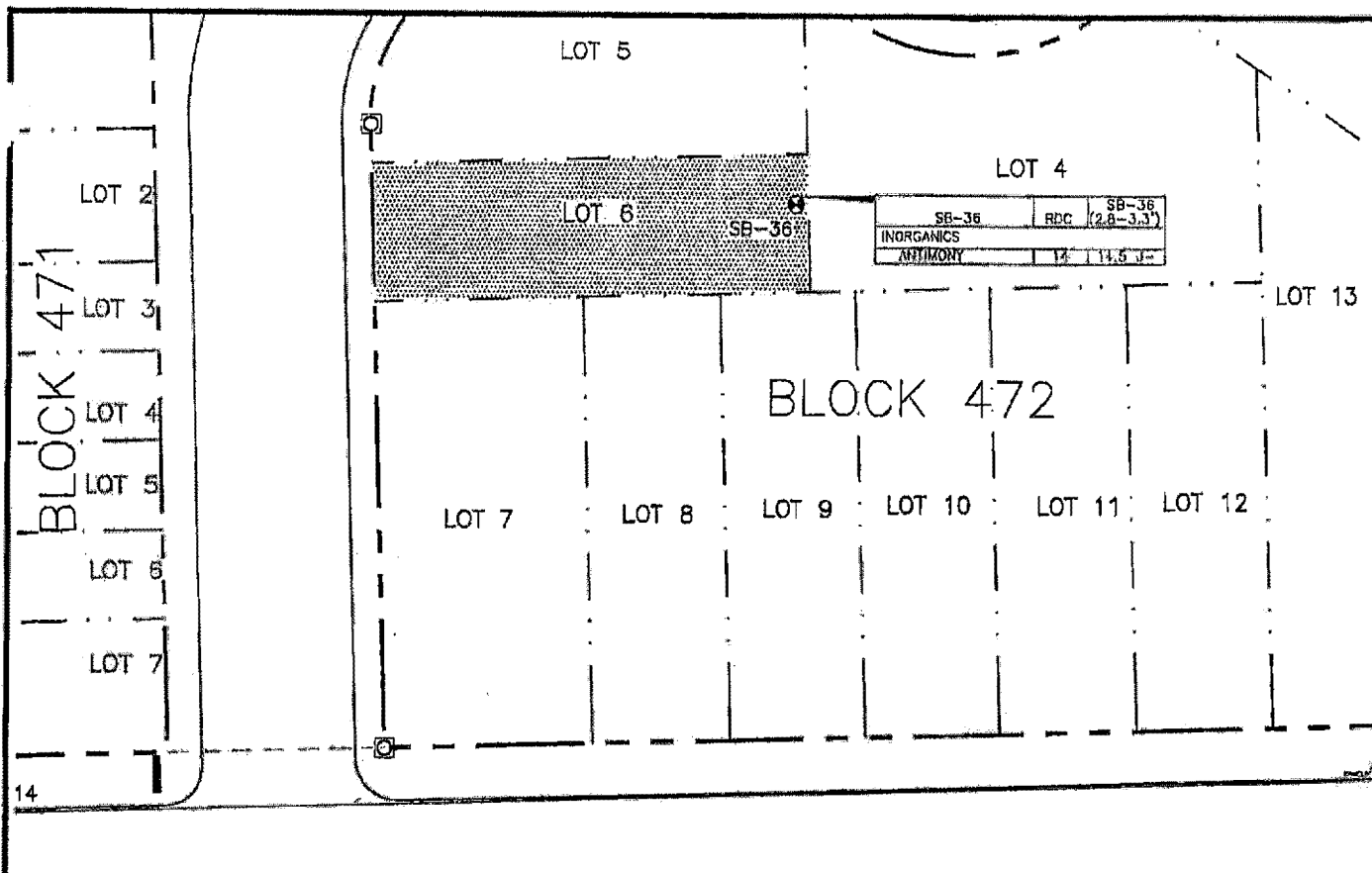
FORMER HOBART AVENUE
 GAS WORKS
 BAYONNE, NEW JERSEY



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EXHIBIT B-2 (13 OF 21)
 RESTRICTED AREA DATA TABLE/MAP
 BLOCK 472, LOT 5
 BAYONNE, NEW JERSEY

PROJECT NO. 56752
 PREPARED: VL FIGURE: B-2
 CHECKED: DTG DATE: 01/17/06



OAK STREET

NOTES:

1. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF LOTS 4 THROUGH 12, INCLUSIVE ON MAP No.3688 IN THE HUDSON COUNTY CLERK'S OFFICE, AND UTILIZED AS REPRESENTATIVE OF SOIL REMAINING AFTER REMEDIATION ARE PRESENTED BELOW:

Contaminant of Concern (CAS#)	RDC	NRDC	Cons.(mg/kg)
VOLATILE ORGANIC COMPOUNDS			
Benzene (71-43-2)	5	13	320
Chlorobenzene (106-89-7)	37	980	120
Methylene Chloride (75-09-2)	48	210	57 J
Styrene (100-42-5)	23	97	430
Tetrahydrofuran (127-18-4)	4	6	28
Xylenes (Total) (1330-20-7)	410	1000	730
Total Volatile Organic Compounds	1000	---	3715 J
SEMI-VOLATILE ORGANIC COMPOUNDS			
Benz(a)Anthracene (58-35-3)	0.8	4	160 J
Benz(b)Fluoranthene (206-88-2)	0.8	4	140 R-
Benz(k)Fluoranthene (207-08-9)	0.8	4	87 R-
Benz(a)Pyrene (20-32-8)	0.68	0.68	120 J
Chrysene (218-01-9)	8	40	170 J
Indeno(1,2,3-cd)Pyrene (183-39-5)	0.8	4	38 R-
Dibenz(a,h)Anthracene (63-70-3)	0.68	0.68	8.3 R-
Dinitrofluorene (26321-14-9)	1	4	28
Benzo(a)pyrene (50-32-8)	230	4200	2800
1,2,3,4-tetrahydronaphthalene (123-44-7)	0.68	0.68	20 J
PHENOLS/PHENOLIC ACIDS			
Phenol (60-07-1)	0.042	0.10	0.053
TOTAL ORGANIC COMPOUNDS	6000	---	6088 J
INORGANIC COMPOUNDS			
Antimony (7440-35-0)	14	340	15.8 J
Arsenic (7440-38-2)	20	20	100
Barium (7440-41-7)	1	1	2.1
Lead (7439-92-1)	400	600	980
Nickel (7440-02-0)	250	800	702

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&O.

3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1996.

4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 6 IS 16' ABOVE MSL.

TABLE KEY:

J ESTIMATED VALUE

R- VALUE REJECTED (BIASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

LEGEND

SB-36 RI SOIL SAMPLING LOCATION

--- BLOCK BOUNDARY

--- INTERIOR LOT LINES

○ MONUMENTS

▨ AFFECTED AREA

BK:08234 0 25 50 PG:0024100

SCALE (FEET)

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

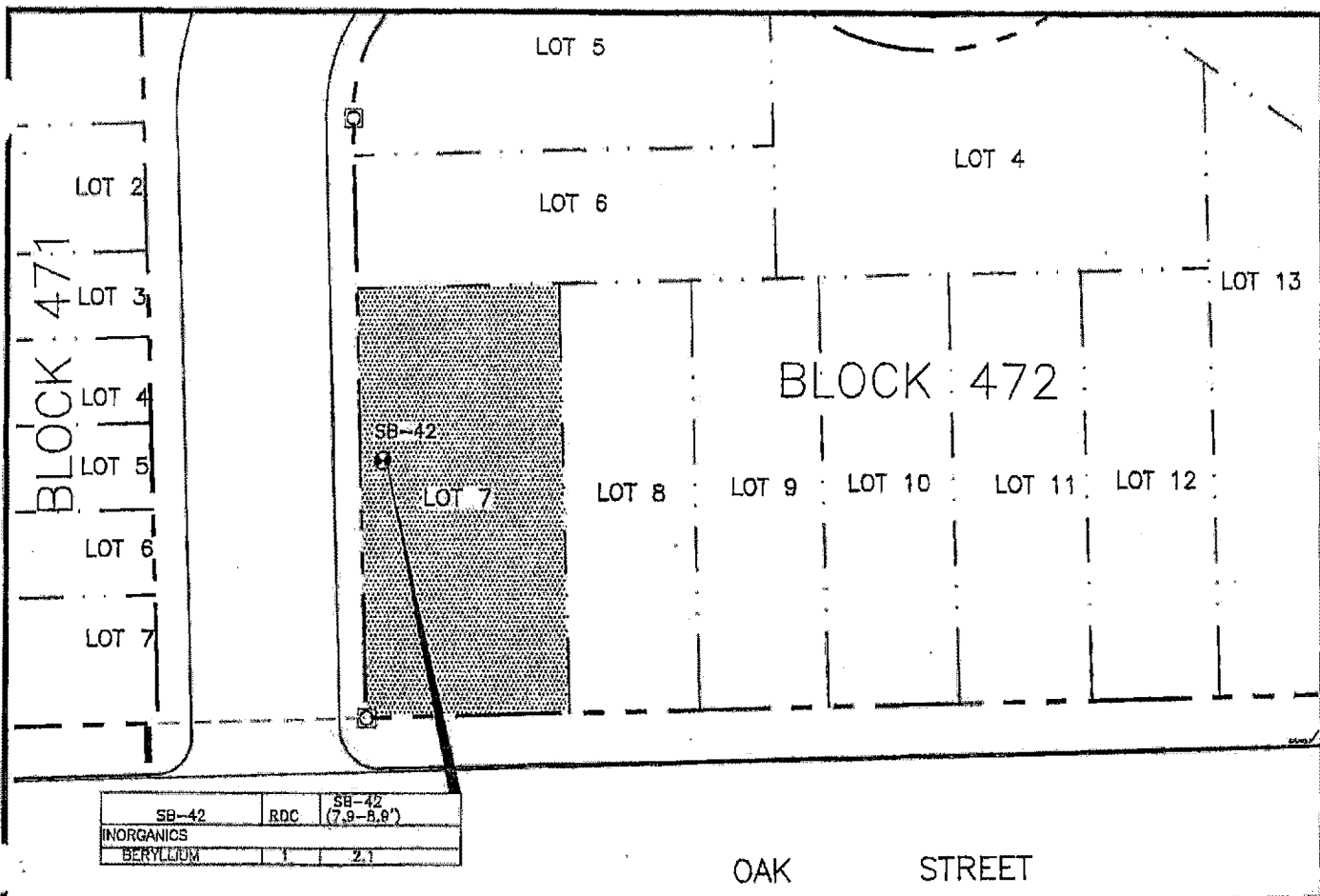


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Hamilton, NJ 08619

EXHIBIT B-2 (14 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 472, LOT 6
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



OAK STREET

NOTES:

1. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF LOTS 4 THROUGH 12, INCLUSIVE ON MAP No. 3988 IN THE HUDSON COUNTY CLERK'S OFFICE, AND UTILIZED AS REPRESENTATIVE OF SOIL REMAINING AFTER REMEDIATION ARE PRESENTED BELOW:

Contaminant of Concern (CAS#)	RDC	NRDC	Conc.(mg/kg)
VOLATILE ORGANIC COMPOUNDS			
Benzene (71-43-2)	3	13	520
Chlorobenzene (106-90-7)	37	800	120
Methylene Chloride (75-09-2)	49	210	57
Styrene (100-42-5)	23	97	430
Tetrachloroethene (127-18-4)	4	6	29
Xylenes (Total) (1330-20-7)	410	1000	730
Total Volatile Organic Compounds	1000	—	3715
SEMI-VOLATILE ORGANIC COMPOUNDS			
Benz[a]Anthracene (85-36-3)	0.9	4	160
Benz[b]Fluoranthene (205-99-2)	0.9	4	140
Benz[k]Fluoranthene (207-08-0)	0.9	4	87
Benzo[a]Pyrene (50-32-6)	0.98	0.88	120
Chrysene (218-01-9)	0	40	120
Indeno[1,2,3-cd]Pyrene (193-39-9)	0.8	4	39
Dibenz[a,h]Anthracene (83-70-3)	0.06	0.86	8.5
Benzo[e]Pyrene (25321-14-8)	1	4	29
Benzo[a]Perylene (330-20-7)	230	4200	2800
N-Methyl-2-pyrrolidone (99-07-8)	0.06	0.88	20
PESTICIDES/HERBICIDES			
Chlorpyrifos (60-57-1)	0.042	0.18	0.053
TOTAL ORGANIC COMPOUNDS			
	10000	—	60881
INORGANIC COMPOUNDS			
Antimony (7440-36-0)	14	340	15.8
Arsenic (7440-38-2)	20	20	108
Beryllium (7440-41-2)	1	1	2.1
Lead (7439-92-1)	400	600	1580
Nickel (7440-02-0)	280	800	782

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.
4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.
5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 7 IS 15' ABOVE MSL.

BK:08234

PG:00261

TABLE KEY:

J ESTIMATED VALUE

R- VALUE REJECTED (BASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

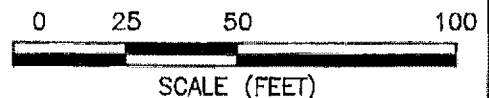
SB-42 RI SOIL SAMPLING LOCATION

— BLOCK BOUNDARY

— INTERIOR LOT LINES

MONUMENTS

AFFECTED AREA



FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

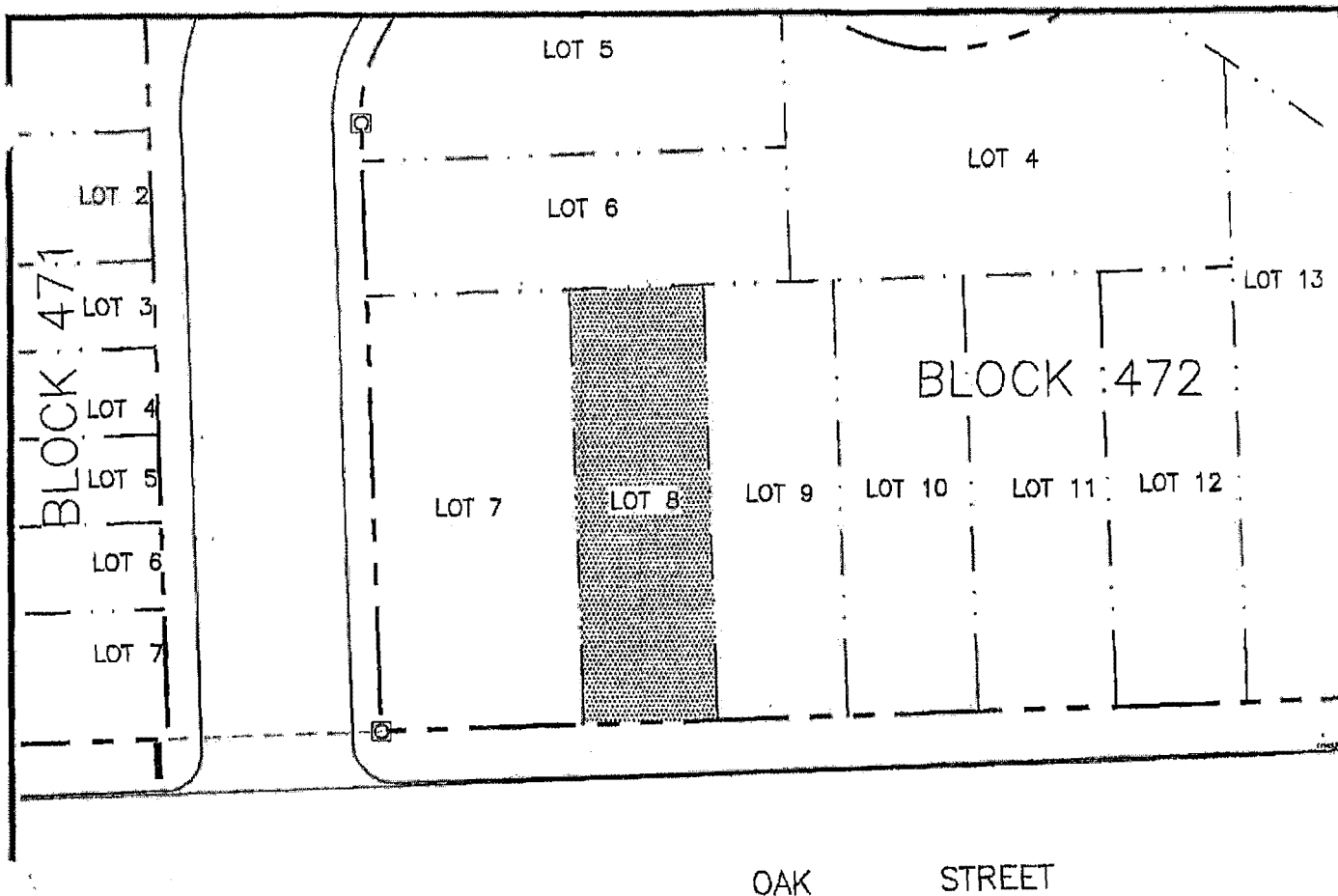


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242 Princeton Avenue, Suite 113
Hamilton, NJ 08619

EXHIBIT B-2 (15 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 472, LOT 7
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



NOTES:

1. NOT ANALYTICAL DATA IS AVAILABLE FOR LOT 8. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF LOTS 4 THROUGH 12, INCLUSIVE ON MAP No.3686 IN THE HUDSON COUNTY CLERK'S OFFICE, AND UTILIZED AS REPRESENTATIVE OF SOIL REMAINING AFTER REMEDIATION ARE PRESENTED BELOW:

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1996 BY PSE&G.
3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC., PARSIPPANY, NJ DATED JUNE 29, 1996.
4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC., PARSIPPANY, NJ DATED NOVEMBER 7, 1996.
5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE SURFACE ELEVATION OF LOT 8 IS 15' ABOVE MSL.

Contaminant of Concern (CAS#)	RDC	NRDC	Conc.(mg/kg)
VOLATILE ORGANIC COMPOUNDS			
Benzene (71-43-2)	3	13	680
Chlorobenzene (106-89-7)	32	660	120
Methylene Chloride (75-09-2)	49	210	57 J
Styrene (100-42-5)	23	87	430
1,2-Dichloroethane (127-18-4)	4	6	29
Xylenes (Total) (1536-20-7)	410	1000	730
Total Volatile Organic Compounds	1000	---	3716 J
SEMI-VOLATILE ORGANIC COMPOUNDS			
Benz(a)Anthracene (56-55-3)	0.8	4	180 J
Benz(b)Fluoranthene (205-99-2)	0.8	4	140 R-
Benz(a)Fluoranthene (207-08-9)	0.8	4	87 R-
Benz(a)Pyrene (50-32-6)	0.86	0.88	120 J
Chrysene (218-01-9)	8	40	170 J
Indeno(1,2,3-cd)Pyrene (193-39-6)	0.8	4	39 R-
Dibenz(a,h)Anthracene (53-70-3)	0.88	0.88	83 R-
Mutrololuenes (23371-14-8)	1	4	28
Naphthalene (81-20-3)	230	4200	2300
1-Nitro-2-naphthol (621-84-7)	0.65	0.65	29 J
PESTICIDES/HERBICIDES			
Dieldrin (50-51-1)	1042	0.16	0.053
TOTAL ORGANIC COMPOUNDS			
	10000	---	80881 J
INORGANIC COMPOUNDS			
Antimony (7440-36-0)	14	340	16.0 J
Arsenic (7440-38-2)	30	20	158
Boronum (7440-41-7)	1	1	2.1
Lead (7439-92-1)	400	800	1300
Nickel (7440-02-0)	250	500	782

TABLE KEY

J ESTIMATED VALUE

R- VALUE REJECTED (BIASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.

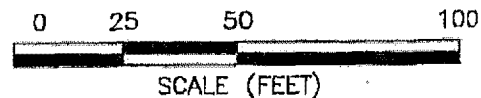
RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

LEGEND

- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- AFFECTED AREA



FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

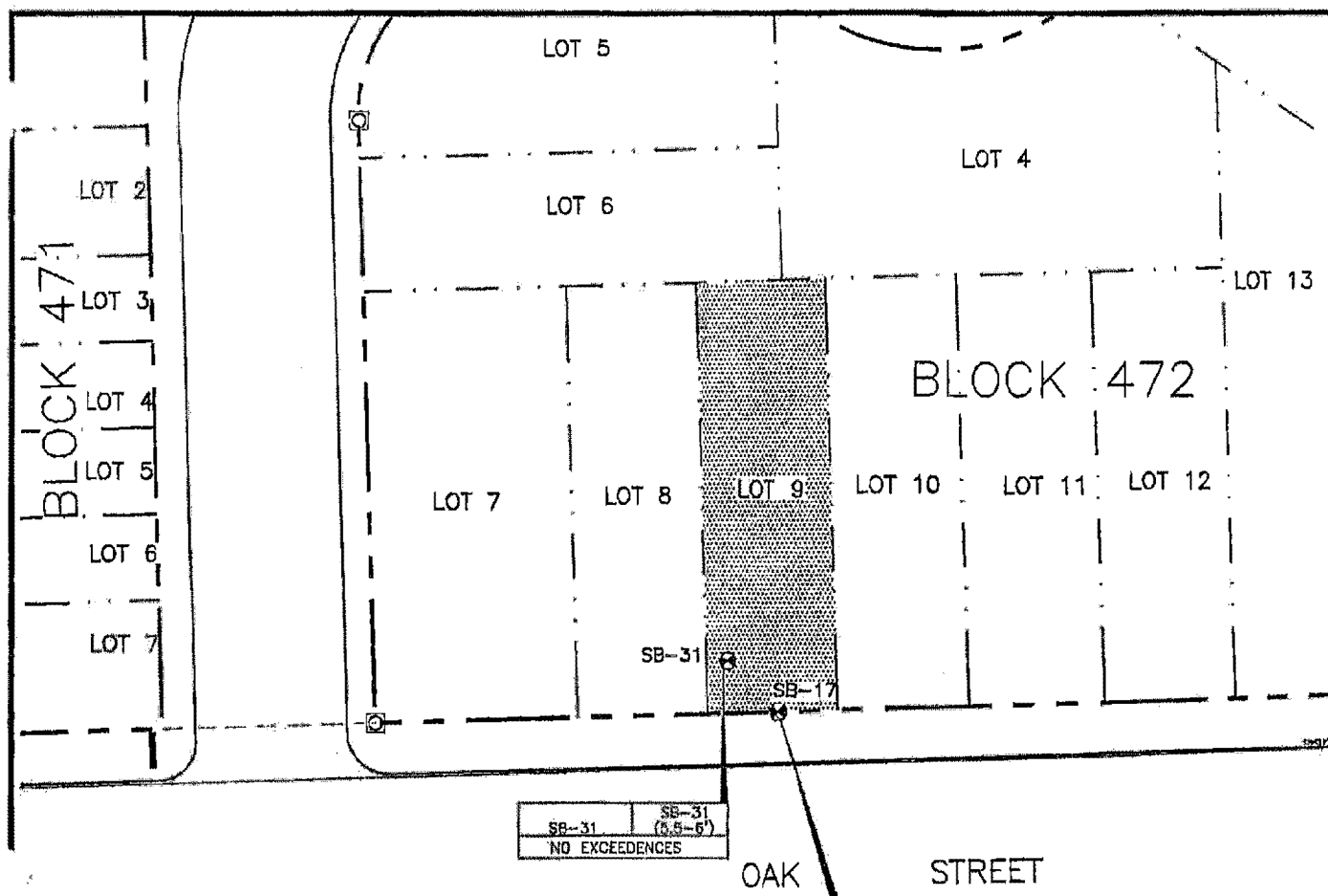


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EXHIBIT B-2 (16 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 472, LOT 8
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-1
CHECKED: DTG DATE: 01/17/08



NOTES:

1. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF LOTS 4 THROUGH 12, INCLUSIVE, ON MAP No. 3868 IN THE HUDSON COUNTY CLERK'S OFFICE AND UTILIZED AS REPRESENTATIVE OF SOIL REMAINING AFTER REMEDIATION ARE PRESENTED BELOW:

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 18, 1988 BY PSE&O.

3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1988.

4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1988.

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 8 IS 14' ABOVE MSL.

Contaminant of Concern (CAS#)	HQC	NRQC	Conc.(mg/kg)
VOLATILE ORGANIC COMPOUNDS			
Benzene (71-43-2)	5	13	320
Chlorobenzene (108-90-7)	37	880	120
Methylene Chloride (75-08-2)	49	210	57 J
Solvents (100-42-6)	23	87	430
Tetrachloroethane (127-18-4)	4	6	20
Xylenes (Total) (1330-20-7)	410	1000	730
Total Volatile Organic Compounds	1000	---	3715 J
SEMI-VOLATILE ORGANIC COMPOUNDS			
Benzofluoranthene (205-99-2)	0.0	4	160 J
Benzo(b)fluoranthene (205-99-2)	0.0	4	140 R-
Benzo(k)fluoranthene (207-08-9)	0.0	4	87 R-
Benzo(a)pyrene (125-28-3)	0.06	0.38	120 J
Chrysene (125-28-3)	0.0	4	120 J
Indeno(1,2,3-cd)pyrene (183-38-6)	0.0	4	39 R-
Dibenz(a,h)anthracene (153-20-3)	0.04	0.50	8.3 R-
Benzofluorene (25321-14-0)	1	4	29
Fluorene (91-20-3)	230	4200	2800
N-Nitroso-dl-n-propylamine (821-84-7)	0.09	0.08	20 J
PESTICIDES/HERBICIDES			
Dieldrin (50-67-1)	0.042	0.16	0.053
TOTAL ORGANIC COMPOUNDS	10000	---	60581 J
INORGANIC COMPOUNDS			
Antimony (7440-36-0)	14	340	16.8 J
Arsenic (7440-38-2)	20	20	106
Beryllium (7440-41-7)	1	1	2.1
Lead (7439-92-1)	400	800	1580
Nickel (7440-02-0)	280	800	762

TABLE KEY:

J ESTIMATED VALUE

R- VALUE REJECTED (BIASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.

HQC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRQC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

LEGEND

SB-31 RI SOIL SAMPLING LOCATION

----- BLOCK BOUNDARY

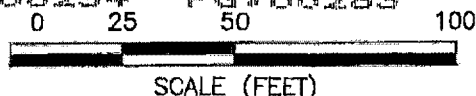
----- INTERIOR LOT LINES

MONUMENTS

AFFECTED AREA

BK:08234

PG:00263



FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

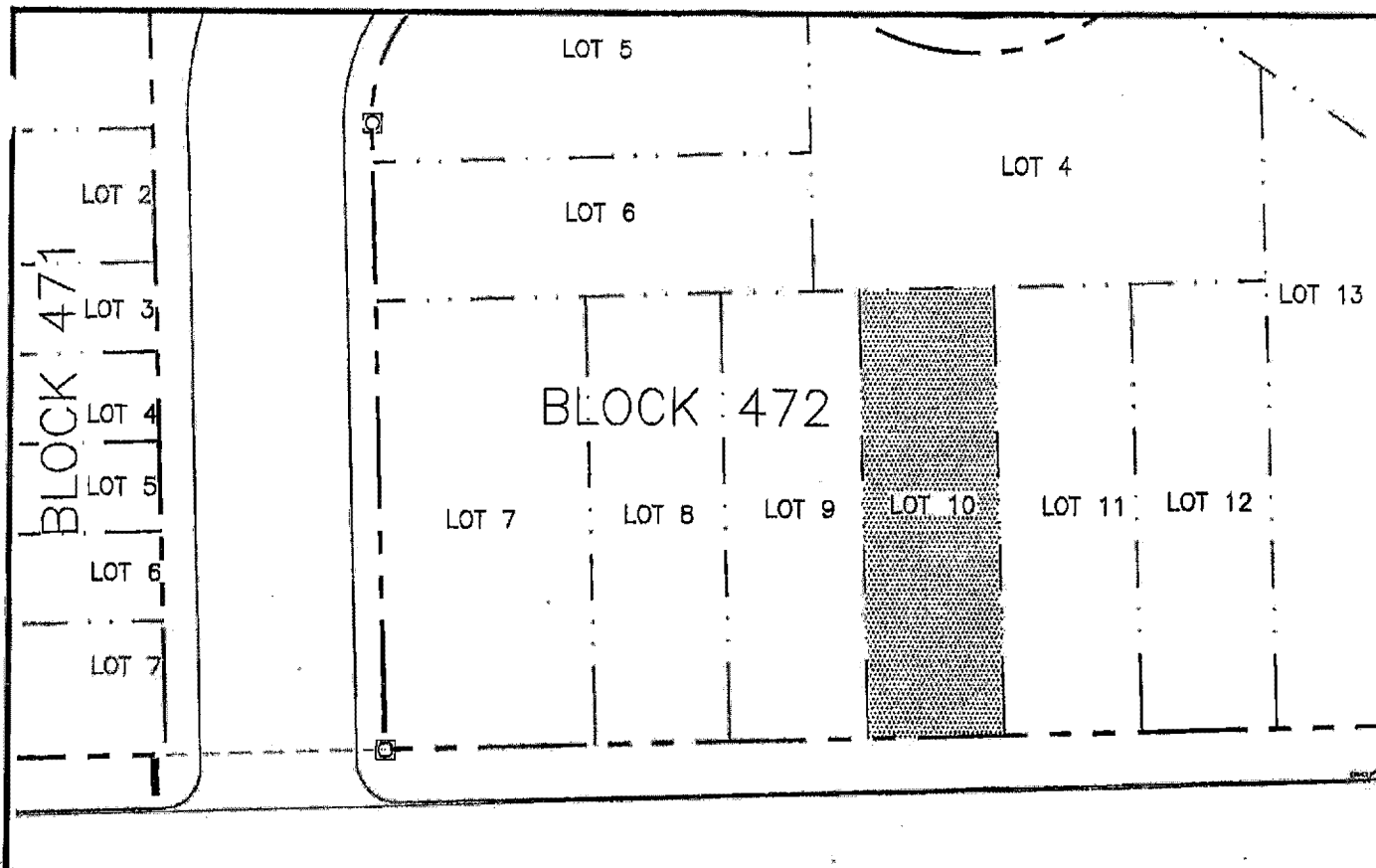


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Hamilton, NJ 08619

EXHIBIT B-2 (17 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 472, LOT 9
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



OAK STREET

NOTES:

- NO ANALYTICAL DATA IS AVAILABLE FOR LOT 10. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF LOTS 4 THROUGH 12, INCLUSIVE, ON MAP No.3988 IN THE HUDSON COUNTY CLERK'S OFFICE AND UTILIZED AS REPRESENTATIVE OF SOIL REMAINING AFTER REMEDIATION ARE PRESENTED BELOW:
- MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
- BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.
- SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.
- SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE SURFACE ELEVATION OF LOT 10 IS 14' ABOVE MSL.

Contaminant of Concern (CAS#)	RDC	NRDC	Conc.(mg/kg)
VOLATILE ORGANIC COMPOUNDS			
Benzene (71-43-2)	3	15	820
Chlorobenzene (100-90-7)	37	880	120
Methylene Chloride (75-09-2)	48	210	57 J
Silvane (100-47-5)	23	87	430
Trichloroethylene (127-18-4)	4	8	29
Xylenes (total) (1330-20-2)	410	1000	730
Total Volatile Organic Compounds	1000	---	3715 J
SEMI-VOLATILE ORGANIC COMPOUNDS			
Benz(a)Anthracene (56-25-3)	0.8	4	150 J
Benz(b)Fluoranthene (205-99-2)	0.8	4	140 R-
Benz(k)Fluoranthene (203-06-6)	0.8	4	07 R-
Benz(g)Hylene (50-37-8)	0.88	0.88	120 J
Chrysene (218-01-9)	8	40	120 J
Indeno(1,2,3-cd)Pyrene(183-38-5)	0.8	4	50 R-
Dibenz(a,h)Anthracene (53-70-3)	0.88	0.88	8.3 R-
Benzo(a)pyrene (25321-14-0)	1	4	28
Naphthalene (81-20-3)	230	4200	2680
N-Nitroso-D-n-propylamine(621-64-7)	0.06	0.60	20 J
PESTICIDES/HERBICIDES			
Dieldrin (50-67-1)	0.042	0.18	0.053
TOTAL ORGANIC COMPOUNDS	10000	---	60961 J
INORGANIC COMPOUNDS			
Antimony (7440-36-0)	14	340	15.6 J
Arsenic (7440-38-2)	20	20	108
Beryllium (7440-41-7)	1	1	2.1
Lead (7439-92-1)	400	600	1580
Nickel (7440-02-0)	250	600	782

BK:08234

PG:00264

TABLE KEY:

J ESTIMATED VALUE

R- VALUE REJECTED (BIASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

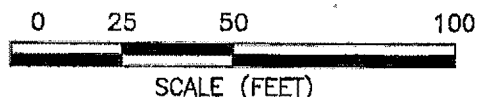
LEGEND

----- BLOCK BOUNDARY

----- INTERIOR LOT LINES

MONUMENTS

AFFECTED AREA



FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

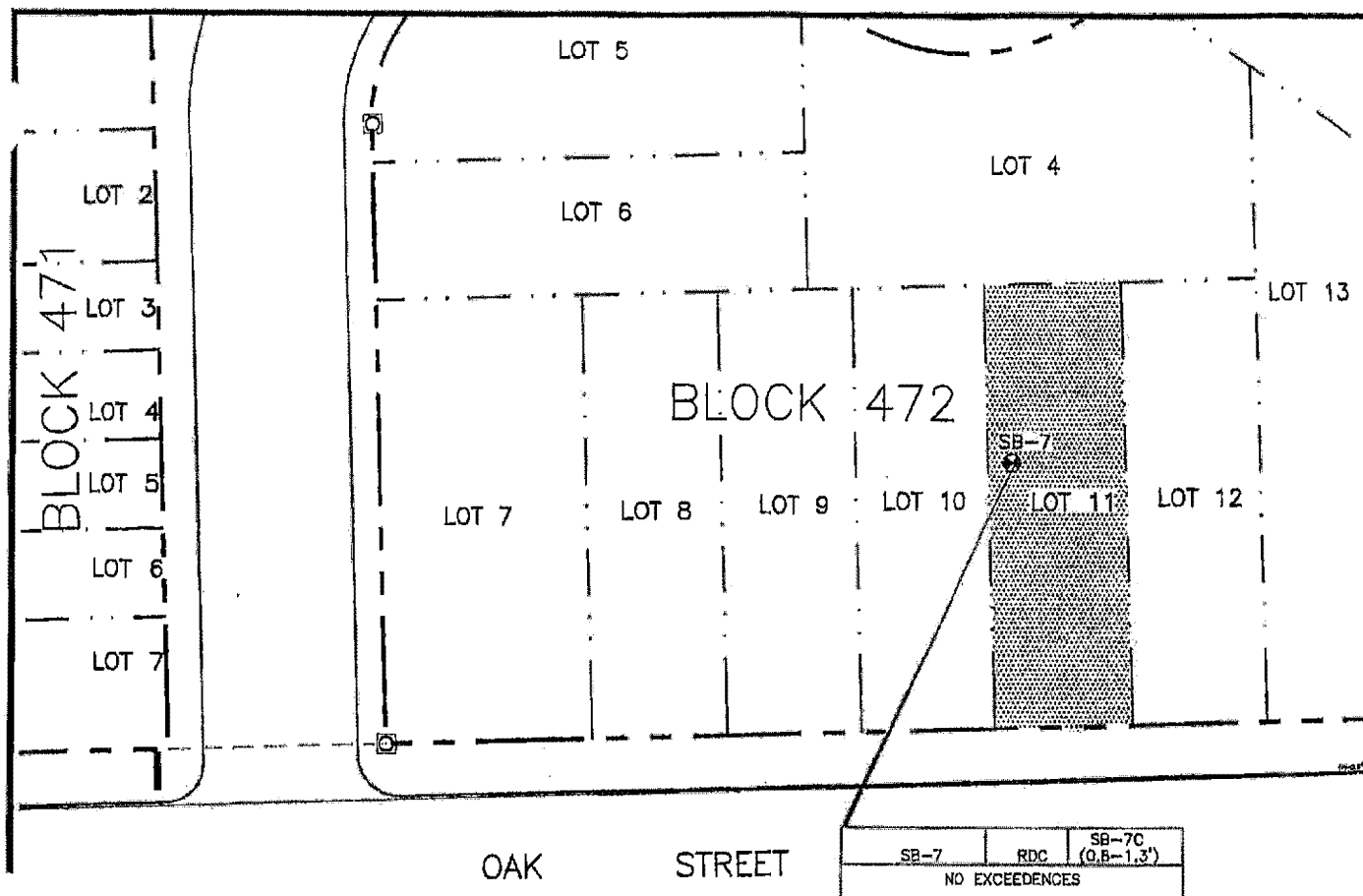


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EXHIBIT B-2 (18 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 472, LOT 10
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL
CHECKED: DTG
FIGURE: B-1
DATE: 01/17/06



NOTES:

1. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF LOTS 4 THROUGH 12, INCLUSIVE, ON MAP No.3688 IN THE HUDSON COUNTY CLERK'S OFFICE AND UTILIZED AS REPRESENTATIVE OF SOIL REMAINING AFTER REMEDIATION ARE PRESENTED BELOW:

2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.

3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 26, 1996.

4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.

5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 11 IS 14' ABOVE MSL.

Contaminant of Concern (CAS#)	RDC	NRDC	Conc.(mg/kg)
VOLATILE ORGANIC COMPOUNDS			
Benzene (71-43-2)	3	15	620
Chlorobenzene (106-90-7)	37	380	120
Methylene Chloride (75-09-2)	45	219	87
Styrene (106-42-5)	23	97	450
Tetrachloroethane (127-18-4)	4	6	20
Xylenes (Total) (1330-20-7)	410	1000	730
Total Volatile Organic Compounds	1000	---	3715 J
SEMI-VOLATILE ORGANIC COMPOUNDS			
Benz(a)Anthracene (96-33-3)	0.9	4	160 J
Benz(b)Fluoranthene (205-99-2)	0.8	4	140 R-
Benz(k)Fluoranthene (207-08-9)	0.8	4	87 R-
Benz(a)Pyrene (50-32-8)	0.88	0.88	120 J
Chrysene (218-01-8)	9	40	170 J
Indeno(1,2,3-cd)Pyrene (183-39-6)	0.8	4	38 R-
Dibenz(a,h)Anthracene (53-70-3)	0.85	0.85	6.3 R-
Benzo(a)Pyrene (25321-14-8)	1	4	28
Naphthalene (81-20-3)	230	4200	2800
1-H-Nitro-2-n-propenylamine (821-64-7)	0.88	0.88	20 J
PESTICIDES/HERBICIDES			
Dieldrin (100-57-1)	0.042	0.18	0.083
TOTAL ORGANIC COMPOUNDS	10000	---	80881 J
INORGANIC COMPOUNDS			
Antimony (7440-35-0)	14	310	15.8 J
Asenic (7440-38-2)	20	20	100
Barium (7440-41-7)	1	1	2.1
Lead (7439-92-1)	400	800	1300
Nickel (7440-02-0)	280	800	762

TABLE KEY:

J ESTIMATED VALUE

R- VALUE REJECTED (BASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

LEGEND

SB-7 RI SOIL SAMPLING LOCATION

--- BLOCK BOUNDARY

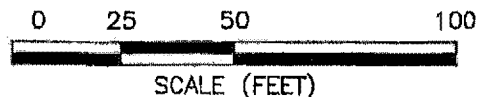
----- INTERIOR LOT LINES

MONUMENTS

AFFECTED AREA

BK#08234

PG#00265



FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY

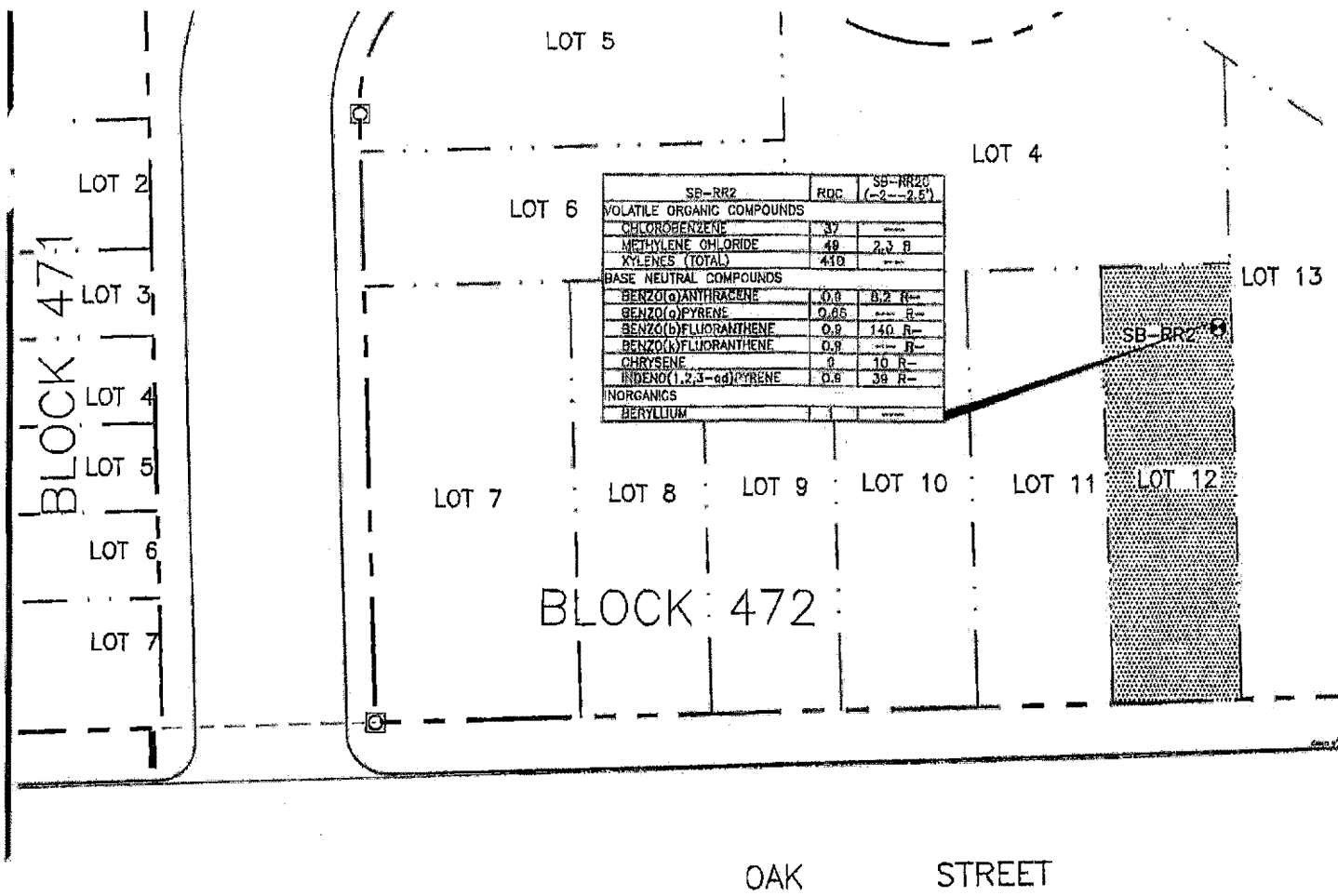


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Hamilton, NJ 08619

EXHIBIT B-2 (19 OF 21)
RESTRICTED AREA DATA/MAP
BLOCK 472, LOT 11
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06



NOTES:

1. THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS OF LOTS 4 THROUGH 12, INCLUSIVE, ON MAP No.3668 IN THE HUDSON COUNTY CLERK'S OFFICE AND UTILIZED AS REPRESENTATIVE OF SOIL REMAINING AFTER REMEDIATION ARE PRESENTED BELOW:
2. MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
3. BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1998.
4. SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1998.
5. SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 12 IS 14' ABOVE MSL.

Contaminant of Concern (CAS#)	RDC	NRDC	Conc.(mg/kg)
VOLATILE ORGANIC COMPOUNDS			
Benzene (71-43-2)	3	13	520 J
Chloroform (108-90-7)	37	880	120 J
Methylene Chloride (75-09-2)	49	210	97 J
Siloxane (109-42-8)	23	87	430 J
Tetrachloroethene (127-18-4)	4	8	29 J
Xylenes (Total) (1330-20-7)	410	1000	730 J
Total Volatile Organic Compounds	1000	---	3715 J
SEMI-VOLATILE ORGANIC COMPOUNDS			
Benzo(a)Anthracene (56-55-3)	0.9	4	180 J
Benzo(b)Fluoranthene (205-99-2)	0.8	4	140 R-
Benzo(k)Fluoranthene (207-08-9)	0.9	4	67 R-
Benzo(a)Pyrene (50-32-8)	0.65	0.65	120 J
Chrysene (218-01-9)	9	40	170 J
Indeno(1,2,3-cd)Pyrene (193-39-5)	0.6	4	39 R-
Benzo(g,h,i)Anthracene (85-70-3)	0.88	0.88	8.3 R-
Dibenzofuran (282-17-1)	1	4	29 J
Naphthalene (81-20-3)	230	4200	2800 J
N-Nitro-d-n-propylamine (621-64-7)	0.65	0.65	20 J
PESTICIDES/HERBICIDES			
Dieldrin (69-57-1)	0.042	0.10	0.051 J
TOTAL ORGANIC COMPOUNDS			
	10000	---	80881 J
INORGANIC COMPOUNDS			
Antimony (7440-38-0)	14	340	15.8 J
Arsenic (7440-38-2)	20	20	106 J
Beryllium (7440-41-7)	1	1	2.1 J
Lead (7439-92-1)	400	500	1080 J
Nickel (7440-02-0)	250	800	792 J

TABLE KEY:

J ESTIMATED VALUE

R- VALUE REJECTED (BIASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.

RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA

CAS# CHEMICAL ABSTRACT SERVICE NUMBER

LEGEND

SB-RR2 RI SOIL SAMPLING LOCATION

--- BLOCK BOUNDARY

--- INTERIOR LOT LINES

MONUMENTS

AFFECTED AREA

EK:08234

PG:00266

0 25 50 100

SCALE (FEET)

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



MACTEC

MACTEC Engineering and Consulting, Inc.
242 Princeton Avenue, Suite 113
Hamilton, NJ 08619

EXHIBIT B-2 (20 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 472, LOT 12
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06

BLOCK 472

LOT 4

LOT 13
LOT 11
LOT 12

PXB-13	RDC	PXB-13 (4.6')
NO EXCEEDANCES		

PXB-16	RDC	PXB-16 (5.0')
NO EXCEEDANCES		

PXB-14	RDC	PXB-14 (4.8')
VOLATILE ORGANIC COMPOUNDS		
NO EXCEEDANCES		
SEMI-VOLATILE ORGANIC COMPOUNDS		
BENZO(A)ANTHRACENE	0.8	4.1
BENZO(B)FLUORANTHENE	0.8	2.8
BENZO(A)PYRENE	0.66	3.6
INDENO(1,2,3-CD)PYRENE	0.9	1.2
INORGANIC COMPOUNDS		
NO EXCEEDANCES		

PXB-16	RDC	PXB-16 (4.8')	DUPLICATE
VOLATILE ORGANIC COMPOUNDS			
XYLENE(TOTAL)	418		30 J
SEMI-VOLATILE ORGANIC COMPOUNDS			
NAPHTHALENE	250		110 J
BENZO(A)ANTHRACENE	0.8	1.6 J	8 J
BENZO(B)FLUORANTHENE	0.8	1.2 J	3.8 J
BENZO(A)PYRENE	0.66	1.6 J	5.2 J
INDENO(1,2,3-CD)PYRENE	0.9		1.8 J
INORGANIC COMPOUNDS			
NO EXCEEDANCES			

SB-R20	SB-R20A (-3.0' - -4.4')
VOLATILE ORGANIC COMPOUNDS	NO EXCEEDANCES
INORGANICS	NO EXCEEDANCES
DATA NOT USABLE FOR:	
ACID EXTRACTABLE COMPOUNDS	

PXB-12	RDC	PXB-12 (2.5')
NO EXCEEDANCES		

PXB-10	RDC	PXB-10 (2.4')
VOLATILE ORGANIC COMPOUNDS		
NO EXCEEDANCES		
SEMI-VOLATILE ORGANIC COMPOUNDS		
BENZO(A)ANTHRACENE	0.8	2.8
BENZO(B)FLUORANTHENE	0.8	1.8
BENZO(A)PYRENE	0.66	2.4
INORGANIC COMPOUNDS		
NO EXCEEDANCES		

PXB-9	RDC	PXB-9 (2.2')
NO EXCEEDANCES		

PXB-11	RDC	PXB-11 (2.35')
VOLATILE ORGANIC COMPOUNDS		
NO EXCEEDANCES		
SEMI-VOLATILE ORGANIC COMPOUNDS		
BENZO(A)ANTHRACENE	0.8	8.4
CHRYSENE	9	9.2
BENZO(B)FLUORANTHENE	0.8	5.6
BENZO(A)PYRENE	0.66	7.6
INDENO(1,2,3-CD)PYRENE	0.9	2.8
INORGANIC COMPOUNDS		
NO EXCEEDANCES		

STREET

NOTES:

- MAP BASED ON "BLOCK 472, LOTS 1-14 AND BLOCK 473.01, LOTS 1-4" DATED JANUARY 19, 1998 BY PSE&G.
- BOUNDARY SURVEY BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED JUNE 25, 1996.
- SITE CONTROL SURVEY BY GPS METHODS BY KELLER & KIRKPATRICK, INC. PARSIPPANY, NJ DATED NOVEMBER 7, 1996.
- THE HIGHEST CONCENTRATION OF CONTAMINANTS OF CONCERN DETECTED IN SOILS IN THE EXCAVATION AREA (LOTS 1,2,3 AND 13 ON MAP No.3668 IN THE HUDSON COUNTY CLERK'S OFFICE) AND UTILIZED AS REPRESENTATIVE OF WHAT MAY BE ENCOUNTERED IN SOILS BELOW THE REMEDIATED SOILS OF THE AFFECTED AREA ARE PRESENTED BELOW:

Contaminant of Concern (CAS#)	RDC	NRDC	Conc.(mg/kg)
VOLATILE ORGANIC COMPOUNDS			
NO EXCEEDANCES			
SEMI-VOLATILE ORGANIC COMPOUNDS			
Benzo(a)Anthracene (86-55-3)	0.9	4	190 R-
Benzo(b)Fluoranthene (205-99-2)	0.8	4	250 R-
Benzo(k)Fluoranthene (207-08-9)	0.8	4	250 R-
Benzo(a)Pyrene (50-32-8)	0.66	0.66	82
Chrysene (218-01-9)	9	4	150 R-
Indeno(1,2,3-cd)Pyrene (193-39-5)	0.9	40	120 R-
Dibenz(a,h)Anthracene (53-70-3)	0.66	0.66	11
Dinitrotoluene (25321-14-6)	1	4	1.7 R-
Naphthalene (91-20-3)	230	4200	330 R-
INORGANIC COMPOUNDS			
Antimony (7440-36-0)	14	340	17.5
Arsenic (7440-38-2)	20	20	40.9
Beryllium (7440-41-7)	1	1	1.1
Copper (7440-50-8)	800	800	8180
Lead (7439-92-1)	400	600	6320

LEGEND

- PXB-16 PRE- AND POST-EXCAVATION LOCATION
- SB-42 RI SOIL SAMPLING LOCATION
- BLOCK BOUNDARY
- INTERIOR LOT LINES
- MONUMENTS
- AFFECTED AREA

TABLE KEY:

- J ESTIMATED VALUE
- R- VALUE REJECTED (BIASED LOW) DURING DATA VALIDATION BUT DEEMED USEABLE FOR SITE CHARACTERIZATION.
- RDC RESIDENTIAL DIRECT CONTACT SOIL CRITERIA
- NRDC NON-RESIDENTIAL DIRECT CONTACT SOIL CRITERIA
- CAS# CHEMICAL ABSTRACT SERVICE NUMBER

BK:08234

PG:00267

0 25 50 100

SCALE (FEET)

- SAMPLE DEPTHS ARE ELEVATIONS IN FEET ABOVE MEAN SEA LEVEL. AVERAGE ELEVATION OF LOT 13 IS 14' ABOVE MSL.

FORMER HOBART AVENUE
GAS WORKS
BAYONNE, NEW JERSEY



MACTEC
MACTEC Engineering and Consulting, Inc.
242 Princeton Avenue, Suite 113
Hamilton, NJ 08619

EXHIBIT B-2 (21 OF 21)
RESTRICTED AREA DATA TABLE/MAP
BLOCK 472, LOT 13
BAYONNE, NEW JERSEY

PROJECT NO. 56752
PREPARED: VL FIGURE: B-2
CHECKED: DTG DATE: 01/17/06

EXHIBIT C

C-1 Deed Notice as Institutional Control

C-2 Soil/Asphalt/Vegetative Cap

C-3 Vapor Barrier System

Block 471, Lots 1-7; Block 472, Lots 1-13;
and Area of Dedication (Oak Court, a private right-of-way)
City of Bayonne, Hudson County, New Jersey

BK:08234 PG:00268

C-1 Deed Notice as Institutional Control
Block 471, Lots 1-7; Block 472, Lots 1-13;
and Area of Dedication (Oak Court, a private right-of-way)
City of Bayonne, Hudson County, New Jersey

(A) General Description:

(1) The Property known as Block 471, Lots 1-7; Block 472, Lots 1-13; and Area of Dedication (Oak Court, a private right-of-way) is a Restricted Area. The estimated area of the Property is 99,418 square feet or 2.28 acres.

(2) Proper precautions must be taken (i.e., excavation or digging) that may penetrate the bottom of the engineering controls on the Property. See subsections 6A and 6B of the Deed Notice for directions on Alterations, Improvements, Disturbances, and Emergencies.

(3) The restrictions will prevent contact with soils above the NJDEP Soil Cleanup Criteria.

(B) Description of monitoring:

(1) Annual visual inspections of the Property will be conducted to determine whether any disturbances of the soil in the Restricted Areas resulted in the unacceptable exposure to the soil contamination;

(2) Annual visual inspections of the Property will be conducted to determine whether there have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent; and,

(3) Annual visual inspections of the Property will be conducted to determine whether the current land use on the property is consistent with the restrictions in this Deed Notice.

(4) A review of any newly promulgated or modified requirements of applicable regulations or laws which apply to the site will be conducted to determine any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and,

(5) A review of any newly promulgated or modified requirements of applicable regulations or laws which apply to the site will be conducted to determine if any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

EX-108234 FG-00269

(C) Biennial certification items:

A monitoring report will be included in the biennial certification. Components of the monitoring report will include the following:

- A report of all conditions set forth in Deed Notice subparagraph 14C.i.(C) to assure that they have been adhered to. Includes evaluation of any available documents created as a result of changes in land use or incidents.
- A report that determines whether or not the land use at the site has remained consistent with the restrictions in the Deed Notice.
- A report that determines whether or not the Deed Notice continues to be protective of the public health and safety and of the environment.

BK=08234 FG=00270

C-2 Soil/Asphalt/Vegetative Cap
Block 471, Lots 1-7; Block 472, Lots 1-13;
and Area of Dedication (Oak Court, a private right-of-way)
City of Bayonne, Hudson County, New Jersey

(A) General Description:

- (1) Certified clean permeable soil of between four (4) and twenty (20) feet from ground surface to depth preventing direct contact with underlying soils, which may contain contaminants of concern in excess of NJDEP Residential Direct Contact Soil Cleanup Criteria (RDCSCC) (See Exhibit B-1). Permeable warning barrier placed at between four (4) and twenty (20) feet below ground surface (bgs) that provides a visual warning for minimizing the contact with constituents that may exist in underlying soils at concentrations above the NJDEP RDCSCC (see Exhibit B-1).
- (2) The objective of the Soil/Asphalt/Vegetative Cap is to prevent direct contact with soils that are above the NJDEP RDCSCC.
- (3) The Soil/Asphalt/Vegetative Cap is intended to function as a barrier to underlying soils, which may be above the NJDEP RDCSCC.

(B) Description of the operation and maintenance:

Visual inspections of the Property will be performed annually to ensure that:

- (1) Periodic inspections of each engineering control are performed in order to determine its integrity and effectiveness;
- (2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;
- (3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control (also, see subsections 6A and 6B of this Deed Notice for directions on Alterations, Improvements, Disturbances, and Emergencies.)
- (4) The engineering control is being inspected and maintained and its integrity remains so that the control continues to be protective of the public health and safety and of the environment; and,

BK:08234 PG:00271

(5) Records of the inspections are to be maintained as listed in Deed Notice subparagraph 14C.ii.(B)(5). Should the visual inspection indicate that other activities are necessary, those activities will be listed and executed.

(6) A review of any new standards, regulations, or laws will be conducted to evaluate the protectiveness of the remedial action, which includes this Deed Notice. Should the review indicate that other activities are necessary, those activities will be listed and executed.

(C) Biennial certification items:

The monitoring report will be included in the biennial certification. Components of the monitoring report will include the following:

- * A report of all conditions set forth in Deed Notice subparagraph 14(C).ii.(C) to ensure that they have been adhered to. Includes an evaluation to determine whether or not the Soil/Asphalt/Vegetative Cap is continuing to meet its original objective and intended function.
- * A report to determine whether or not the Soil/Asphalt/Vegetative Cap continues to operate as designed.
- * A report to determine whether or not the Soil/Asphalt/Vegetative Cap continues to be protective of the public health and safety and of the environment.

BK:08234 PG:00272

C-3 Vapor Barrier System
Block 471, Lots 1-7; Block 472, Lots 1-13;
and Area of Dedication (Oak Court, a private right-of-way)
City of Bayonne, Hudson County, New Jersey

(A) General Description:

- (1) Vapor barrier incorporated as part of a new structure's foundation (either spray on or membrane liner material placed at the subsurface contact with the building foundation) to minimize potential subsurface vapors from entering the building. The new structures will have a perforated pipe installed below the building foundation and vapor barrier for periodic sampling after home construction and occupancy.
- (2) The objective of the Vapor Barrier System is to determine the presence of subsurface vapors and to prevent potential subsurface vapors from entering the lower portion of a new structure.
- (3) The Vapor Barrier System is intended to function as a barrier and sampling point of potential vapors that may be in the subsurface.

(B) Description of operation and maintenance:

- (1) Subsurface soil gas samples from the perforated pipe, which is below the building and barrier, will be collected on a quarterly basis in the first year of occupancy and yearly thereafter until onsite groundwater concentrations of all VOCs are below the NJDEP Indoor Air Groundwater Screening Levels (GWSLs). Official notification of the soil gas monitoring results will be provided in accordance with NJDEP regulations and guidance.
- (2) If the soil gas monitoring results exceed the NJDEP Soil Gas Screening Levels (SGSLs), then indoor air monitoring and/or mitigative measures will be implemented. A determination regarding the need for any such mitigative measures will be made based on the soil gas monitoring results, indoor air monitoring results (if applicable), and the NJDEP Vapor Intrusion Guidance.
- (3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control.
- (4) The engineering control (i.e., soil/asphalt/vegetative cap) as described in Exhibit C-2 herein is being inspected and maintained to ensure its integrity remains so that, among other things, the vapor barrier system will

BK#08234 PG#00273

continue to be protective of the public health and safety and of the environment.

(5) Records of the inspections are to be maintained as listed in Deed Notice subparagraph 14(C).ii.(B).(5). Should the visual inspection indicate that other activities are necessary, those activities will be documented and executed.

(6) A review of any new standards, regulations, or laws will be conducted to evaluate the protectiveness of the remedial action, which includes this Deed Notice. Should the review indicate that other activities are necessary, those activities will be documented and executed.

(C) Biennial certification items:

The monitoring report will be included in the biennial certification. Components of the monitoring report will include the following:

- A report of all conditions set forth in Deed Notice subparagraphs 14(C).ii.(C) to assure that they have been adhered to. This report shall include an evaluation to determine whether or not the Vapor Barrier System is continuing to meet its original objective and intended function.
- A report to determine whether or not the Vapor Barrier System continues to operate as designed.
- A report to determine whether or not the Vapor Barrier System continues to provide extra protection for public health and safety and the environment.

BK=08234 PG=00274

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50	25	0	50
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OAK STREET (60' WIDE)

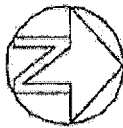


FIGURE 2

EXHIBIT B
ACCESS EASEMENTS

Prepared by and when recorded return to:

Elisa J. Durum, Esq.
80 Park Plaza, T17
Newark, NJ 07102



20161209010130830 1/8
12/09/2016 10:26:25 AM DEED
Bk: 9163 Pg: 773
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 1191432

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 30th day of NOVEMBER, 2016 between New Jersey Properties, Inc., a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Owner") and Public Service Electric and Gas Company, a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Grantee" or "PSE&G") by Owner on behalf of PSE&G.

WITNESSETH:

WHEREAS, Owner is the owner in fee of all that certain land and premises situated in the Municipality of Bayonne, Hudson County, New Jersey, with a street address of 13-15 Oak Court West, more particularly described and known as Block 471, Lot 1, on the Tax Map of the Municipality of Bayonne, Hudson County, (the "Property");

WHEREAS, part of the former Hobart Avenue Gas Works, a manufactured gas plant, was operated at the Property;

WHEREAS, the Property is currently vacant, but is zoned for residential development;

WHEREAS, PSE&G conducted a NJDEP monitored remedial investigation of the portion of the Property that comprised the former location of part of the former Hobart Avenue Gas Works and implemented a

0-611,5018
8/25/13

restricted use remedial action of the Property that includes the use of an institutional control, e.g., a Deed Notice, and use of corresponding engineering controls;

WHEREAS, PSE&G desires to obtain from Owner and Owner desires to provide to PSE&G, and each of its respective employees, agents, contractors, and consultants, successors and assigns (collectively, the "Grantee") a permanent easement permitting Grantee to enter upon the Property to perform and/or comply with the terms and conditions such further environmental investigation and remediation activities as may be required under any existing or future law, statute, regulation, ordinance, order or directive of the United States Environmental Protection Agency, the NJDEP, or any other federal, state or local, judicial, administrative or governing body having jurisdiction over Grantee or the Property, including any required modification of any restricted use and/or remediation of the Property including any required modification of any institutional and/or engineering controls applicable to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner, for itself, its successors and assigns, has given, granted, conveyed and by these presents does give, grant and convey unto Grantee, its successors and assigns in perpetuity, the right, privilege and authority to use, occupy and enter along, upon, over, under and through the Property, for the following purposes:

- (a) Installing, maintaining, using, repairing, replacing,

testing, inspecting, and/or closing, from time to time, wells, testing, remediation and monitoring equipment and instruments, pumps, pipes and other conduits, holding and storage tanks, visual geotextile barriers, and accessory facilities (collectively, the "Facilities") for the purpose of investigating, monitoring, testing for and remediating environmental conditions and/or contamination upon or about the Property, including without limitation, within the subsurface environment and/or surface water and/or groundwater located on or under the Property or adjacent properties;

(b) Excavating, grading, filling, removing, investigating, testing, inspecting, treating, monitoring or replacing (i) any soils located on the Property or (ii) Facilities located upon, adjacent to and/or beneath the surface of portions of the Property, including, without limitation, (1) monitoring, testing, investigating, and remediating any environmental conditions and/or contamination of such soils and; (2) confirming compliance by Owner and any subsequent owner or occupant of the Property with the provisions of and limitations contained in any Deed Notice and/or similar institutional control and/or corresponding engineering control now existing or hereafter recorded affecting all or any part of the Property if applicable; and/or (3) monitoring, testing or maintaining the integrity of any Deed Notice, and/or similar institutional, engineering or other control or requirement now existing or hereafter recorded affecting all or part of the Property;

(c) Installing, maintaining, using, repairing, replacing, testing, inspecting, and/or closing from time to time, Facilities for

the purpose of investigating, monitoring, testing for and remediating any adverse air quality impacts resulting from Grantee's activities related to any environmental conditions and/or contamination within such waters and soils at, on, under or adjacent to the Property; and,

(d) Compliance with the terms and conditions of Owner's Contract concerning Owner's sale of the Property.

Owner warrants and represents that it is the owner in fee simple of the Property with full right and authority to execute and deliver the within Deed of Easement without the necessity of consent of any other party.

UNDER AND SUBJECT, NEVERTHELESS, to the following terms, covenants and conditions:

1. Grantee shall have, in addition to the rights granted above, the rights to cut, remove and keep clear, all trees, undergrowth and any other natural or manmade obstacles or obstructions growing or located in and upon the Property which may impair, endanger or interfere with any of the rights granted herein; provided that Grantee shall exercise the rights granted to it in this section and perform the obligations as provided hereinafter in such manner as to minimize (a) interference with Owner's or any subsequent Property owner's activities at, use and enjoyment of, and access to the Property and, (b) damage to the Property.

2. Grantee further covenants and agrees with Owner that Grantee shall:

- (a) at Grantee's sole cost and expense, restore the Property and any improvements and repair or replace any improvements thereto now existing or hereinafter installed by Owner or any subsequent Property owner as reasonably as practicable to the condition immediately prior to the exercise of any right granted herein; and Grantee shall secure all necessary permits and licenses in connection therewith; and
- (b) indemnify and hold Owner or any subsequent Property owner harmless from and against any claims, actions or suits which may be asserted against Owner or any subsequent Property owner which shall arise out of the activities of Grantee in connection with the exercise by Grantee of any right herein granted.

3. Grantee is hereby designated by Owner or any subsequent Property owner to act as its agent for the purpose of applying for accepting and implementing any permits or approvals that may be necessary or appropriate for the performance of any Grantee use, occupancy, entry or activity authorized by this Deed Of Easement. Such permits and approvals may include, but are not limited to, a Soil Erosion and Sediment Control Plan Certification, Encroachment Permit, Monitoring Well Installation Permits, and Municipal Construction Permit. PSE&G shall provide Owner or any subsequent Property owner

with copies of any applications filed as agent for Owner or any subsequent Property owner, as applicable, and it shall provide Owner with information related to those applications, permits or approvals that Owner or any subsequent Property owner reasonably requests.

4. Owner agrees to disclose this Deed of Easement to any person or entity to whom Owner conveys the Property, and any person or entity taking title to the Property shall be compelled to execute any modified Deed Notices and accept modified engineering controls, if determined necessary by Grantee.


5. The terms, conditions, agreements and provisions of this Deed of Easement shall (a) inure to the benefit of and be binding upon Owner and Grantee and their respective heirs, executors, representatives, successors and assigns and (b) shall be a burden upon the Property and shall run with the land and bind all future parties who acquire an interest in the Property, including their successors and assigns in perpetuity; however, this Deed of Easement may be released and discharged at any time by PSE&G executing and recording a release and discharge of same in the Hudson County Clerk's Office.

[Space intentionally left blank]

IN WITNESS WHEREOF, Owner and Grantee have caused these presents to be executed by the undersigned duly authorized corporate officers as of the date first above written.

NEW JERSEY PROPERTIES, INC. (Owner)

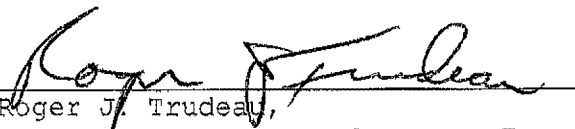
By:



Jorge L. Cardenas,
Vice President

PUBLIC SERVICE ELECTRIC AND GAS COMPANY (Grantee)

By: PSEG Services Corporation, Its Agent



Roger J. Trudeau,
Manager-Corporate Real Estate Transactions

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 30th day of NOVEMBER, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Roger J. Trudeau, who I am satisfied, is the Manager-Real Estate Transactions of PSEG Services Corporation, Agent for Public Service Electric and Gas Company, the corporation named in and which executed the foregoing instrument for and on behalf of said corporation, and acknowledged that said instrument was made by said corporation and sealed with its corporate seal as the voluntary act and deed of said corporation.

Sherita L. Johnson
Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020

20161209010130830
12/09/2016 10:26:25 AM
DEED
NUMBER OF PAGES : 8
KGRISALES

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 30th day of NOVEMBER, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Jorge L. Cardenas, who, I am satisfied is Vice President of New Jersey Properties Inc., the corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors.

Sherita L. Johnson
Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020



20161209010130850 1/6
12/09/2016 10:34:23 AM DEED
Bk: 9163 Pg: 787
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 1191442

Prepared by and when recorded return to:

Elisa J. Durum, Esq.
80 Park Plaza, T17
Newark, NJ 07102

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 30th day of NOVEMBER, 2016 between New Jersey Properties, Inc., a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Owner") and Public Service Electric and Gas Company, a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Grantee" or "PSE&G") by Owner on behalf of PSE&G.

WITNESSETH:

WHEREAS, Owner is the owner in fee of all that certain land and premises situated in the Municipality of Bayonne, Hudson County, New Jersey, with a street address of 11 Oak Court West, more particularly described and known as Block 471, Lot 2, on the Tax Map of the Municipality of Bayonne, Hudson County, (the "Property");

WHEREAS, part of the former Hobart Avenue Gas Works, a manufactured gas plant, was operated at the Property;

WHEREAS, the Property is currently vacant, but is zoned for residential development;

WHEREAS, PSE&G conducted a NJDEP monitored remedial investigation of the portion of the Property that comprised the former location of part of the former Hobart Avenue Gas Works and implemented a

PAGE 113-0

restricted use remedial action of the Property that includes the use of an institutional control, e.g., a Deed Notice, and use of corresponding engineering controls;

WHEREAS, PSE&G desires to obtain from Owner and Owner desires to provide to PSE&G, and each of its respective employees, agents, contractors, and consultants, successors and assigns (collectively, the "Grantee") a permanent easement permitting Grantee to enter upon the Property to perform and/or comply with the terms and conditions such further environmental investigation and remediation activities as may be required under any existing or future law, statute, regulation, ordinance, order or directive of the United States Environmental Protection Agency, the NJDEP, or any other federal, state or local, judicial, administrative or governing body having jurisdiction over Grantee or the Property, including any required modification of any restricted use and/or remediation of the Property including any required modification of any institutional and/or engineering controls applicable to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner, for itself, its successors and assigns, has given, granted, conveyed and by these presents does give, grant and convey unto Grantee, its successors and assigns in perpetuity, the right, privilege and authority to use, occupy and enter along, upon, over, under and through the Property, for the following purposes:

- (a) Installing, maintaining, using, repairing, replacing,

testing, inspecting, and/or closing, from time to time, wells, testing, remediation and monitoring equipment and instruments, pumps, pipes and other conduits, holding and storage tanks, visual geotextile barriers, and accessory facilities (collectively, the "Facilities") for the purpose of investigating, monitoring, testing for and remediating environmental conditions and/or contamination upon or about the Property, including without limitation, within the subsurface environment and/or surface water and/or groundwater located on or under the Property or adjacent properties;

(b) Excavating, grading, filling, removing, investigating, testing, inspecting, treating, monitoring or replacing (i) any soils located on the Property or (ii) Facilities located upon, adjacent to and/or beneath the surface of portions of the Property, including, without limitation, (1) monitoring, testing, investigating, and remediating any environmental conditions and/or contamination of such soils and; (2) confirming compliance by Owner and any subsequent owner or occupant of the Property with the provisions of and limitations contained in any Deed Notice and/or similar institutional control and/or corresponding engineering control now existing or hereafter recorded affecting all or any part of the Property if applicable; and/or (3) monitoring, testing or maintaining the integrity of any Deed Notice, and/or similar institutional, engineering or other control or requirement now existing or hereafter recorded affecting all or part of the Property;

(c) Installing, maintaining, using, repairing, replacing, testing, inspecting, and/or closing from time to time, Facilities for

the purpose of investigating, monitoring, testing for and remediating any adverse air quality impacts resulting from Grantee's activities related to any environmental conditions and/or contamination within such waters and soils at, on, under or adjacent to the Property; and,

(d) Compliance with the terms and conditions of Owner's Contract concerning Owner's sale of the Property.

Owner warrants and represents that it is the owner in fee simple of the Property with full right and authority to execute and deliver the within Deed of Easement without the necessity of consent of any other party.

UNDER AND SUBJECT, NEVERTHELESS, to the following terms, covenants and conditions:

1. Grantee shall have, in addition to the rights granted above, the rights to cut, remove and keep clear, all trees, undergrowth and any other natural or manmade obstacles or obstructions growing or located in and upon the Property which may impair, endanger or interfere with any of the rights granted herein; provided that Grantee shall exercise the rights granted to it in this section and perform the obligations as provided hereinafter in such manner as to minimize (a) interference with Owner's or any subsequent Property owner's activities at, use and enjoyment of, and access to the Property and, (b) damage to the Property.

2. Grantee further covenants and agrees with Owner that Grantee shall:

- (a) at Grantee's sole cost and expense, restore the Property and any improvements and repair or replace any improvements thereto now existing or hereinafter installed by Owner or any subsequent Property owner as reasonably as practicable to the condition immediately prior to the exercise of any right granted herein; and Grantee shall secure all necessary permits and licenses in connection therewith; and
- (b) indemnify and hold Owner or any subsequent Property owner harmless from and against any claims, actions or suits which may be asserted against Owner or any subsequent Property owner which shall arise out of the activities of Grantee in connection with the exercise by Grantee of any right herein granted.

3. Grantee is hereby designated by Owner or any subsequent Property owner to act as its agent for the purpose of applying for accepting and implementing any permits or approvals that may be necessary or appropriate for the performance of any Grantee use, occupancy, entry or activity authorized by this Deed Of Easement. Such permits and approvals may include, but are not limited to, a Soil Erosion and Sediment Control Plan Certification, Encroachment Permit, Monitoring Well Installation Permits, and Municipal Construction Permit. PSE&G shall provide Owner or any subsequent Property owner

with copies of any applications filed as agent for Owner or any subsequent Property owner, as applicable, and it shall provide Owner with information related to those applications, permits or approvals that Owner or any subsequent Property owner reasonably requests.

4. Owner agrees to disclose this Deed of Easement to any person or entity to whom Owner conveys the Property, and any person or entity taking title to the Property shall be compelled to execute any modified Deed Notices and accept modified engineering controls, if determined necessary by Grantee.

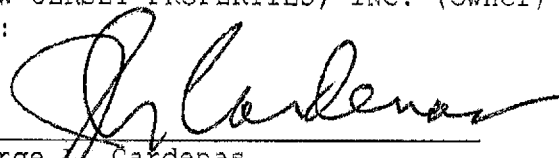
5. The terms, conditions, agreements and provisions of this Deed of Easement shall (a) inure to the benefit of and be binding upon Owner and Grantee and their respective heirs, executors, representatives, successors and assigns and (b) shall be a burden upon the Property and shall run with the land and bind all future parties who acquire an interest in the Property, including their successors and assigns in perpetuity; however, this Deed of Easement may be released and discharged at any time by PSE&G executing and recording a release and discharge of same in the Hudson County Clerk's Office.

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IN WITNESS WHEREOF, Owner and Grantee have caused these presents to be executed by the undersigned duly authorized corporate officers as of the date first above written.

NEW JERSEY PROPERTIES, INC. (Owner)

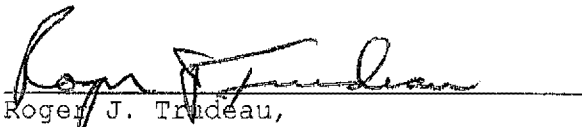
By:



Jorge L. Cardenas,
Vice President

PUBLIC SERVICE ELECTRIC AND GAS COMPANY (Grantee)

By: PSEG Services Corporation, Its Agent



Roger J. Trudeau,
Manager - Corporate Real Estate Transactions

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 30th day of November, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Roger J. Trudeau, who I am satisfied, is the Manager - Corporate Real Estate Transactions of PSEG Services Corporation, Agent for Public Service Electric and Gas Company, the corporation named in and which executed the foregoing instrument for and on behalf of said corporation, and acknowledged that said instrument was made by said corporation and sealed with its corporate seal as the voluntary act and deed of said corporation.

Sherita L. Johnson
Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020

20161209010130050
12/09/2016 10:34:23 AM
DEED
NUMBER OF PAGES : 8
KGRISALES

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 30th day of November, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Jorge L. Cardenas, who, I am satisfied is Vice President of New Jersey Properties Inc., the corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors.

Sherita L. Johnson
Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020

Prepared by and when recorded return to:

Elisa J. Durum, Esq.
80 Park Plaza, T17
Newark, NJ 07102



20161209010130970 1/8
12/09/2016 11:26:39 AM DEED
Bk: 8168 Pg: 868
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 1191500

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 30th day of NOVEMBER, 2016
between New Jersey Properties, Inc., a New Jersey Corporation with
offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter
referred to herein as "Owner") and Public Service Electric and Gas
Company, a New Jersey Corporation with offices at 80 Park Plaza,
Newark, New Jersey 07102 (hereinafter referred to herein as "Grantee"
or "PSE&G") by Owner on behalf of PSE&G.

WITNESSETH:

WHEREAS, Owner is the owner in fee of all that certain land and
premises situated in the Municipality of Bayonne, Hudson County, New
Jersey, with a street address of 9 Oak Court West, more particularly
described and known as Block 471, Lot 3, on the Tax Map of the
Municipality of Bayonne, Hudson County, (the "Property");

WHEREAS, part of the former Hobart Avenue Gas Works, a
manufactured gas plant, was operated at the Property;

WHEREAS, the Property is currently vacant, but is zoned for
residential development;

WHEREAS, PSE&G conducted a NJDEP monitored remedial investigation
of the portion of the Property that comprised the former location of
part of the former Hobart Avenue Gas Works and implemented a

pgs 1/3-0

restricted use remedial action of the Property that includes the use of an institutional control, e.g., a Deed Notice, and use of corresponding engineering controls;

WHEREAS, PSE&G desires to obtain from Owner and Owner desires to provide to PSE&G, and each of its respective employees, agents, contractors, and consultants, successors and assigns (collectively, the "Grantee") a permanent easement permitting Grantee to enter upon the Property to perform and/or comply with the terms and conditions such further environmental investigation and remediation activities as may be required under any existing or future law, statute, regulation, ordinance, order or directive of the United States Environmental Protection Agency, the NJDEP, or any other federal, state or local, judicial, administrative or governing body having jurisdiction over Grantee or the Property, including any required modification of any restricted use and/or remediation of the Property including any required modification of any institutional and/or engineering controls applicable to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner, for itself, its successors and assigns, has given, granted, conveyed and by these presents does give, grant and convey unto Grantee, its successors and assigns in perpetuity, the right, privilege and authority to use, occupy and enter along, upon, over, under and through the Property, for the following purposes:

- (a) Installing, maintaining, using, repairing, replacing,

testing, inspecting, and/or closing, from time to time, wells, testing, remediation and monitoring equipment and instruments, pumps, pipes and other conduits, holding and storage tanks, visual geotextile barriers, and accessory facilities (collectively, the "Facilities") for the purpose of investigating, monitoring, testing for and remediating environmental conditions and/or contamination upon or about the Property, including without limitation, within the subsurface environment and/or surface water and/or groundwater located on or under the Property or adjacent properties;

(b) Excavating, grading, filling, removing, investigating, testing, inspecting, treating, monitoring or replacing (i) any soils located on the Property or (ii) Facilities located upon, adjacent to and/or beneath the surface of portions of the Property, including, without limitation, (1) monitoring, testing, investigating, and remediating any environmental conditions and/or contamination of such soils and; (2) confirming compliance by Owner and any subsequent owner or occupant of the Property with the provisions of and limitations contained in any Deed Notice and/or similar institutional control and/or corresponding engineering control now existing or hereafter recorded affecting all or any part of the Property if applicable; and/or (3) monitoring, testing or maintaining the integrity of any Deed Notice, and/or similar institutional, engineering or other control or requirement now existing or hereafter recorded affecting all or part of the Property;

(c) Installing, maintaining, using, repairing, replacing, testing, inspecting, and/or closing from time to time, Facilities for

the purpose of investigating, monitoring, testing for and remediating any adverse air quality impacts resulting from Grantee's activities related to any environmental conditions and/or contamination within such waters and soils at, on, under or adjacent to the Property; and,

(d) Compliance with the terms and conditions of Owner's Contract concerning Owner's sale of the Property.

Owner warrants and represents that it is the owner in fee simple of the Property with full right and authority to execute and deliver the within Deed of Easement without the necessity of consent of any other party.

UNDER AND SUBJECT, NEVERTHELESS, to the following terms, covenants and conditions:

1. Grantee shall have, in addition to the rights granted above, the rights to cut, remove and keep clear, all trees, undergrowth and any other natural or manmade obstacles or obstructions growing or located in and upon the Property which may impair, endanger or interfere with any of the rights granted herein; provided that Grantee shall exercise the rights granted to it in this section and perform the obligations as provided hereinafter in such manner as to minimize (a) interference with Owner's or any subsequent Property owner's activities at, use and enjoyment of, and access to the Property and, (b) damage to the Property.

2. Grantee further covenants and agrees with Owner that Grantee shall:

- (a) at Grantee's sole cost and expense, restore the Property and any improvements and repair or replace any improvements thereto now existing or hereinafter installed by Owner or any subsequent Property owner as reasonably as practicable to the condition immediately prior to the exercise of any right granted herein; and Grantee shall secure all necessary permits and licenses in connection therewith; and
- (b) indemnify and hold Owner or any subsequent Property owner harmless from and against any claims, actions or suits which may be asserted against Owner or any subsequent Property owner which shall arise out of the activities of Grantee in connection with the exercise by Grantee of any right herein granted.

3. Grantee is hereby designated by Owner or any subsequent Property owner to act as its agent for the purpose of applying for accepting and implementing any permits or approvals that may be necessary or appropriate for the performance of any Grantee use, occupancy, entry or activity authorized by this Deed Of Easement. Such permits and approvals may include, but are not limited to, a Soil Erosion and Sediment Control Plan Certification, Encroachment Permit, Monitoring Well Installation Permits, and Municipal Construction Permit. PSE&G shall provide Owner or any subsequent Property owner

with copies of any applications filed as agent for Owner or any subsequent Property owner, as applicable, and it shall provide Owner with information related to those applications, permits or approvals that Owner or any subsequent Property owner reasonably requests.

4. Owner agrees to disclose this Deed of Easement to any person or entity to whom Owner conveys the Property, and any person or entity taking title to the Property shall be compelled to execute any modified Deed Notices and accept modified engineering controls, if determined necessary by Grantee.


5. The terms, conditions, agreements and provisions of this Deed of Easement shall (a) inure to the benefit of and be binding upon Owner and Grantee and their respective heirs, executors, representatives, successors and assigns and (b) shall be a burden upon the Property and shall run with the land and bind all future parties who acquire an interest in the Property, including their successors and assigns in perpetuity; however, this Deed of Easement may be released and discharged at any time by PSE&G executing and recording a release and discharge of same in the Hudson County Clerk's Office.

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IN WITNESS WHEREOF, Owner and Grantee have caused these presents to be executed by the undersigned duly authorized corporate officers as of the date first above written.

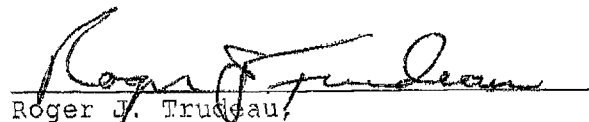
NEW JERSEY PROPERTIES, INC. (Owner)

By:


Jorge L. Cardenas,
Vice President

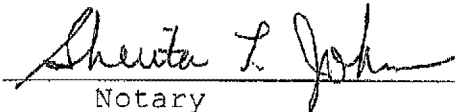
PUBLIC SERVICE ELECTRIC AND GAS COMPANY (Grantee)

By: PSEG Services Corporation, Its Agent


Roger J. Trudeau,
Manager - Corporate Real Estate Transactions

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 30th day of NOVEMBER, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Roger J. Trudeau, who I am satisfied, is the Manager - Corporate Real Estate Transactions of PSEG Services Corporation, Agent for Public Service Electric and Gas Company, the corporation named in and which executed the foregoing instrument for and on behalf of said corporation, and acknowledged that said instrument was made by said corporation and sealed with its corporate seal as the voluntary act and deed of said corporation.

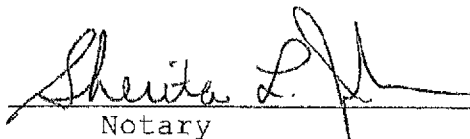

Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020

20161209010130970
12/09/2016 11:26:33 AM
DEED
NUMBER OF PAGES : 8
KGRISALES

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 30th day of NOVEMBER, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Jorge L. Cardenas, who, I am satisfied is Vice President of New Jersey Properties Inc., the corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors.


Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020

Prepared by and when recorded return to:

Elisa J. Durum, Esq.
80 Park Plaza, T17
Newark, NJ 07102



20161209010130990 1/8
12/09/2016 11:33:55 AM DEED
Sk: 9163 Pg: 879
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 1191506

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 30th day of NOVEMBER, 2016 between New Jersey Properties, Inc., a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Owner") and Public Service Electric and Gas Company, a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Grantee" or "PSE&G") by Owner on behalf of PSE&G.

WITNESSETH:

WHEREAS, Owner is the owner in fee of all that certain land and premises situated in the Municipality of Bayonne, Hudson County, New Jersey, with a street address of 7 Oak Court West, more particularly described and known as Block 471, Lot 4, on the Tax Map of the Municipality of Bayonne, Hudson County, (the "Property");

WHEREAS, part of the former Hobart Avenue Gas Works, a manufactured gas plant, was operated at the Property;

WHEREAS, the Property is currently vacant, but is zoned for residential development;

WHEREAS, PSE&G conducted a NJDEP monitored remedial investigation of the portion of the Property that comprised the former location of part of the former Hobart Avenue Gas Works and implemented a

8995 4/13-0

restricted use remedial action of the Property that includes the use of an institutional control, e.g., a Deed Notice, and use of corresponding engineering controls;

WHEREAS, PSE&G desires to obtain from Owner and Owner desires to provide to PSE&G, and each of its respective employees, agents, contractors, and consultants, successors and assigns (collectively, the "Grantee") a permanent easement permitting Grantee to enter upon the Property to perform and/or comply with the terms and conditions such further environmental investigation and remediation activities as may be required under any existing or future law, statute, regulation, ordinance, order or directive of the United States Environmental Protection Agency, the NJDEP, or any other federal, state or local, judicial, administrative or governing body having jurisdiction over Grantee or the Property, including any required modification of any restricted use and/or remediation of the Property including any required modification of any institutional and/or engineering controls applicable to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner, for itself, its successors and assigns, has given, granted, conveyed and by these presents does give, grant and convey unto Grantee, its successors and assigns in perpetuity, the right, privilege and authority to use, occupy and enter along, upon, over, under and through the Property, for the following purposes:

- (a) Installing, maintaining, using, repairing, replacing,

testing, inspecting, and/or closing, from time to time, wells, testing, remediation and monitoring equipment and instruments, pumps, pipes and other conduits, holding and storage tanks, visual geotextile barriers, and accessory facilities (collectively, the "Facilities") for the purpose of investigating, monitoring, testing for and remediating environmental conditions and/or contamination upon or about the Property, including without limitation, within the subsurface environment and/or surface water and/or groundwater located on or under the Property or adjacent properties;

(b) Excavating, grading, filling, removing, investigating, testing, inspecting, treating, monitoring or replacing (i) any soils located on the Property or (ii) Facilities located upon, adjacent to and/or beneath the surface of portions of the Property, including, without limitation, (1) monitoring, testing, investigating, and remediating any environmental conditions and/or contamination of such soils and; (2) confirming compliance by Owner and any subsequent owner or occupant of the Property with the provisions of and limitations contained in any Deed Notice and/or similar institutional control and/or corresponding engineering control now existing or hereafter recorded affecting all or any part of the Property if applicable; and/or (3) monitoring, testing or maintaining the integrity of any Deed Notice, and/or similar institutional, engineering or other control or requirement now existing or hereafter recorded affecting all or part of the Property;

(c) Installing, maintaining, using, repairing, replacing, testing, inspecting, and/or closing from time to time, Facilities for

the purpose of investigating, monitoring, testing for and remediating any adverse air quality impacts resulting from Grantee's activities related to any environmental conditions and/or contamination within such waters and soils at, on, under or adjacent to the Property; and,

(d) Compliance with the terms and conditions of Owner's Contract concerning Owner's sale of the Property.

Owner warrants and represents that it is the owner in fee simple of the Property with full right and authority to execute and deliver the within Deed of Easement without the necessity of consent of any other party.

UNDER AND SUBJECT, NEVERTHELESS, to the following terms, covenants and conditions:

1. Grantee shall have, in addition to the rights granted above, the rights to cut, remove and keep clear, all trees, undergrowth and any other natural or manmade obstacles or obstructions growing or located in and upon the Property which may impair, endanger or interfere with any of the rights granted herein; provided that Grantee shall exercise the rights granted to it in this section and perform the obligations as provided hereinafter in such manner as to minimize (a) interference with Owner's or any subsequent Property owner's activities at, use and enjoyment of, and access to the Property and, (b) damage to the Property.

2. Grantee further covenants and agrees with Owner that Grantee shall:

(a) at Grantee's sole cost and expense, restore the Property and any improvements and repair or replace any improvements thereto now existing or hereinafter installed by Owner or any subsequent Property owner as reasonably as practicable to the condition immediately prior to the exercise of any right granted herein; and Grantee shall secure all necessary permits and licenses in connection therewith; and

(b) indemnify and hold Owner or any subsequent Property owner harmless from and against any claims, actions or suits which may be asserted against Owner or any subsequent Property owner which shall arise out of the activities of Grantee in connection with the exercise by Grantee of any right herein granted.

3. Grantee is hereby designated by Owner or any subsequent Property owner to act as its agent for the purpose of applying for accepting and implementing any permits or approvals that may be necessary or appropriate for the performance of any Grantee use, occupancy, entry or activity authorized by this Deed Of Easement. Such permits and approvals may include, but are not limited to, a Soil Erosion and Sediment Control Plan Certification, Encroachment Permit, Monitoring Well Installation Permits, and Municipal Construction Permit. PSE&G shall provide Owner or any subsequent Property owner

with copies of any applications filed as agent for Owner or any subsequent Property owner, as applicable, and it shall provide Owner with information related to those applications, permits or approvals that Owner or any subsequent Property owner reasonably requests.

4. Owner agrees to disclose this Deed of Easement to any person or entity to whom Owner conveys the Property, and any person or entity taking title to the Property shall be compelled to execute any modified Deed Notices and accept modified engineering controls, if determined necessary by Grantee.


5. The terms, conditions, agreements and provisions of this Deed of Easement shall (a) inure to the benefit of and be binding upon Owner and Grantee and their respective heirs, executors, representatives, successors and assigns and (b) shall be a burden upon the Property and shall run with the land and bind all future parties who acquire an interest in the Property, including their successors and assigns in perpetuity; however, this Deed of Easement may be released and discharged at any time by PSE&G executing and recording a release and discharge of same in the Hudson County Clerk's Office.

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IN WITNESS WHEREOF, Owner and Grantee have caused these presents to be executed by the undersigned duly authorized corporate officers as of the date first above written.

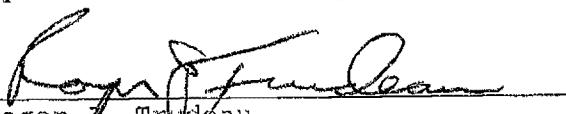
NEW JERSEY PROPERTIES, INC. (Owner)

By:


Jorge L. Cardenas,
Vice President

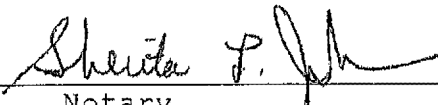
PUBLIC SERVICE ELECTRIC AND GAS COMPANY (Grantee)

By: PSEG Services Corporation, Its Agent


Roger J. Trudeau,
Manager - Corporate Real Estate Transactions

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 30th day of NOVEMBER, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Roger J. Trudeau, who I am satisfied, is the Manager - Corporate Real Estate Transactions of PSEG Services Corporation, Agent for Public Service Electric and Gas Company, the corporation named in and which executed the foregoing instrument for and on behalf of said corporation, and acknowledged that said instrument was made by said corporation and sealed with its corporate seal as the voluntary act and deed of said corporation.

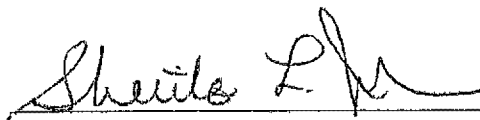

Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020

20161209010130990
12/09/2016 11:33:55 AM
DEED
NUMBER OF PAGES : 8
KGRISALES

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 30th day of NOVEMBER, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Jorge L. Cardenas, who, I am satisfied is Vice President of New Jersey Properties Inc., the corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors.


Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020

Prepared by and when recorded return to:

Elisa J. Durum, Esq.
80 Park Plaza, T17
Newark, NJ 07102



20161209010131000 1/8
12/09/2016 11:39:29 AM DEED
Bk: 9163 Pg: 887
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 1191515

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 30th day of NOVEMBER, 2016 between New Jersey Properties, Inc., a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Owner") and Public Service Electric and Gas Company, a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Grantee" or "PSE&G") by Owner on behalf of PSE&G.

WITNESSETH:

WHEREAS, Owner is the owner in fee of all that certain land and premises situated in the Municipality of Bayonne, Hudson County, New Jersey, with a street address of 5 Oak Court West, more particularly described and known as Block 471, Lot 5, on the Tax Map of the Municipality of Bayonne, Hudson County, (the "Property");

WHEREAS, part of the former Hobart Avenue Gas Works, a manufactured gas plant, was operated at the Property;

WHEREAS, the Property is currently vacant, but is zoned for residential development;

WHEREAS, PSE&G conducted a NJDEP monitored remedial investigation of the portion of the Property that comprised the former location of part of the former Hobart Avenue Gas Works and implemented a

8995 #113-0

restricted use remedial action of the Property that includes the use of an institutional control, e.g., a Deed Notice, and use of corresponding engineering controls;

WHEREAS, PSE&G desires to obtain from Owner and Owner desires to provide to PSE&G, and each of its respective employees, agents, contractors, and consultants, successors and assigns (collectively, the "Grantee") a permanent easement permitting Grantee to enter upon the Property to perform and/or comply with the terms and conditions such further environmental investigation and remediation activities as may be required under any existing or future law, statute, regulation, ordinance, order or directive of the United States Environmental Protection Agency, the NJDEP, or any other federal, state or local, judicial, administrative or governing body having jurisdiction over Grantee or the Property, including any required modification of any restricted use and/or remediation of the Property including any required modification of any institutional and/or engineering controls applicable to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner, for itself, its successors and assigns, has given, granted, conveyed and by these presents does give, grant and convey unto Grantee, its successors and assigns in perpetuity, the right, privilege and authority to use, occupy and enter along, upon, over, under and through the Property, for the following purposes:

- (a) Installing, maintaining, using, repairing, replacing,

testing, inspecting, and/or closing, from time to time, wells, testing, remediation and monitoring equipment and instruments, pumps, pipes and other conduits, holding and storage tanks, visual geotextile barriers, and accessory facilities (collectively, the "Facilities") for the purpose of investigating, monitoring, testing for and remediating environmental conditions and/or contamination upon or about the Property, including without limitation, within the subsurface environment and/or surface water and/or groundwater located on or under the Property or adjacent properties;

(b) Excavating, grading, filling, removing, investigating, testing, inspecting, treating, monitoring or replacing (i) any soils located on the Property or (ii) Facilities located upon, adjacent to and/or beneath the surface of portions of the Property, including, without limitation, (1) monitoring, testing, investigating, and remediating any environmental conditions and/or contamination of such soils and; (2) confirming compliance by Owner and any subsequent owner or occupant of the Property with the provisions of and limitations contained in any Deed Notice and/or similar institutional control and/or corresponding engineering control now existing or hereafter recorded affecting all or any part of the Property if applicable; and/or (3) monitoring, testing or maintaining the integrity of any Deed Notice, and/or similar institutional, engineering or other control or requirement now existing or hereafter recorded affecting all or part of the Property;

(c) Installing, maintaining, using, repairing, replacing, testing, inspecting, and/or closing from time to time, Facilities for

the purpose of investigating, monitoring, testing for and remediating any adverse air quality impacts resulting from Grantee's activities related to any environmental conditions and/or contamination within such waters and soils at, on, under or adjacent to the Property; and,

(d) Compliance with the terms and conditions of Owner's Contract concerning Owner's sale of the Property.

Owner warrants and represents that it is the owner in fee simple of the Property with full right and authority to execute and deliver the within Deed of Easement without the necessity of consent of any other party.

UNDER AND SUBJECT, NEVERTHELESS, to the following terms, covenants and conditions:

1. Grantee shall have, in addition to the rights granted above, the rights to cut, remove and keep clear, all trees, undergrowth and any other natural or manmade obstacles or obstructions growing or located in and upon the Property which may impair, endanger or interfere with any of the rights granted herein; provided that Grantee shall exercise the rights granted to it in this section and perform the obligations as provided hereinafter in such manner as to minimize (a) interference with Owner's or any subsequent Property owner's activities at, use and enjoyment of, and access to the Property and, (b) damage to the Property.

2. Grantee further covenants and agrees with Owner that Grantee shall:

- (a) at Grantee's sole cost and expense, restore the Property and any improvements and repair or replace any improvements thereto now existing or hereinafter installed by Owner or any subsequent Property owner as reasonably as practicable to the condition immediately prior to the exercise of any right granted herein; and Grantee shall secure all necessary permits and licenses in connection therewith; and
- (b) indemnify and hold Owner or any subsequent Property owner harmless from and against any claims, actions or suits which may be asserted against Owner or any subsequent Property owner which shall arise out of the activities of Grantee in connection with the exercise by Grantee of any right herein granted.

3. Grantee is hereby designated by Owner or any subsequent Property owner to act as its agent for the purpose of applying for accepting and implementing any permits or approvals that may be necessary or appropriate for the performance of any Grantee use, occupancy, entry or activity authorized by this Deed Of Easement. Such permits and approvals may include, but are not limited to, a Soil Erosion and Sediment Control Plan Certification, Encroachment Permit, Monitoring Well Installation Permits, and Municipal Construction Permit. PSE&G shall provide Owner or any subsequent Property owner

with copies of any applications filed as agent for Owner or any subsequent Property owner, as applicable, and it shall provide Owner with information related to those applications, permits or approvals that Owner or any subsequent Property owner reasonably requests.

4. Owner agrees to disclose this Deed of Easement to any person or entity to whom Owner conveys the Property, and any person or entity taking title to the Property shall be compelled to execute any modified Deed Notices and accept modified engineering controls, if determined necessary by Grantee.

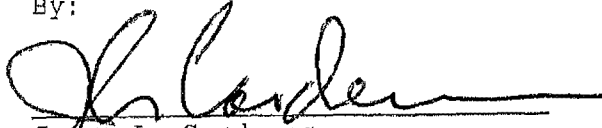
5. The terms, conditions, agreements and provisions of this Deed of Easement shall (a) inure to the benefit of and be binding upon Owner and Grantee and their respective heirs, executors, representatives, successors and assigns and (b) shall be a burden upon the Property and shall run with the land and bind all future parties who acquire an interest in the Property, including their successors and assigns in perpetuity; however, this Deed of Easement may be released and discharged at any time by PSE&G executing and recording a release and discharge of same in the Hudson County Clerk's Office.

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IN WITNESS WHEREOF, Owner and Grantee have caused these presents to be executed by the undersigned duly authorized corporate officers as of the date first above written.

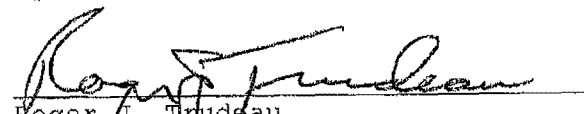
NEW JERSEY PROPERTIES, INC. (Owner)

By:


Jorge L. Cardenas,
Vice President

PUBLIC SERVICE ELECTRIC AND GAS COMPANY (Grantee)

By: PSEG Services Corporation, Its Agent


Roger J. Trudeau,
Manager - Corporate Real Estate Transactions

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 30th day of NOVEMBER, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Roger J. Trudeau, who I am satisfied, is the Manager - Corporate Real Estate Transactions of PSEG Services Corporation, Agent for Public Service Electric and Gas Company, the corporation named in and which executed the foregoing instrument for and on behalf of said corporation, and acknowledged that said instrument was made by said corporation and sealed with its corporate seal as the voluntary act and deed of said corporation.

Sherita L. Johnson
Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020

20161209010131000
12/09/2016 11:39:29 AM
DEED
NUMBER OF PAGES : 8
KORTSALES

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 30th day of NOVEMBER, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Jorge L. Cardenas, who, I am satisfied is Vice President of New Jersey Properties Inc., the corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors.

Sherita L. Johnson
Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020

Prepared by and when recorded return to:

Elisa J. Durum, Esq.
80 Park Plaza, T17
Newark, NJ 07102



20161209010131120 1/8
12/09/2016 01:11:38 PM DEED
Bk: 0163 Pg: 987
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 1191589

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 30th day of November, 2016 between New Jersey Properties, Inc., a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Owner") and Public Service Electric and Gas Company, a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Grantee" or "PSE&G") by Owner on behalf of PSE&G.

WITNESSETH:

WHEREAS, Owner is the owner in fee of all that certain land and premises situated in the Municipality of Bayonne, Hudson County, New Jersey, with a street address of 3 Oak Court West, more particularly described and known as Block 471, Lot 6, on the Tax Map of the Municipality of Bayonne, Hudson County, (the "Property");

WHEREAS, part of the former Hobart Avenue Gas Works, a manufactured gas plant, was operated at the Property;

WHEREAS, the Property is currently vacant, but is zoned for residential development;

WHEREAS, PSE&G conducted a NJDEP monitored remedial investigation of the portion of the Property that comprised the former location of part of the former Hobart Avenue Gas Works and implemented a

8/29/13-0

restricted use remedial action of the Property that includes the use of an institutional control, e.g., a Deed Notice, and use of corresponding engineering controls;

WHEREAS, PSE&G desires to obtain from Owner and Owner desires to provide to PSE&G, and each of its respective employees, agents, contractors, and consultants, successors and assigns (collectively, the "Grantee") a permanent easement permitting Grantee to enter upon the Property to perform and/or comply with the terms and conditions such further environmental investigation and remediation activities as may be required under any existing or future law, statute, regulation, ordinance, order or directive of the United States Environmental Protection Agency, the NJDEP, or any other federal, state or local, judicial, administrative or governing body having jurisdiction over Grantee or the Property, including any required modification of any restricted use and/or remediation of the Property including any required modification of any institutional and/or engineering controls applicable to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner, for itself, its successors and assigns, has given, granted, conveyed and by these presents does give, grant and convey unto Grantee, its successors and assigns in perpetuity, the right, privilege and authority to use, occupy and enter along, upon, over, under and through the Property, for the following purposes:

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(d) Compliance with the terms and conditions of Owner's Contract concerning Owner's sale of the Property.

Owner warrants and represents that it is the owner in fee simple of the Property with full right and authority to execute and deliver the within Deed of Easement without the necessity of consent of any other party.

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2. Grantee further covenants and agrees with Owner that Grantee shall:

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- (b) indemnify and hold Owner or any subsequent Property owner harmless from and against any claims, actions or suits which may be asserted against Owner or any subsequent Property owner which shall arise out of the activities of Grantee in connection with the exercise by Grantee of any right herein granted.

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with copies of any applications filed as agent for Owner or any subsequent Property owner, as applicable, and it shall provide Owner with information related to those applications, permits or approvals that Owner or any subsequent Property owner reasonably requests.

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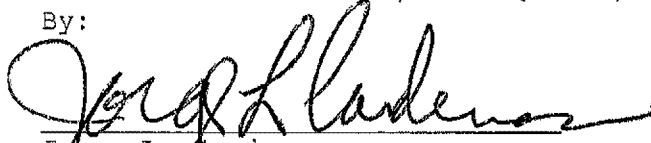
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IN WITNESS WHEREOF, Owner and Grantee have caused these presents to be executed by the undersigned duly authorized corporate officers as of the date first above written.

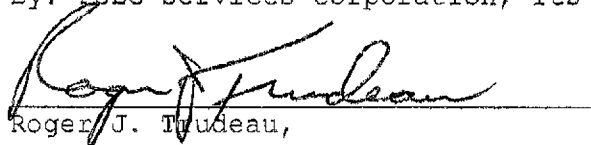
NEW JERSEY PROPERTIES, INC. (Owner)

By:


Jorge L. Cardenas,
Vice President

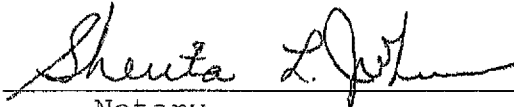
PUBLIC SERVICE ELECTRIC AND GAS COMPANY (Grantee)

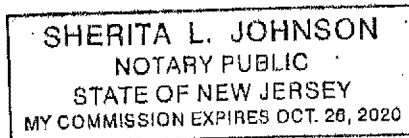
By: PSEG Services Corporation, Its Agent


Roger J. Trudeau,
Manager - Corporate Real Estate Transactions

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

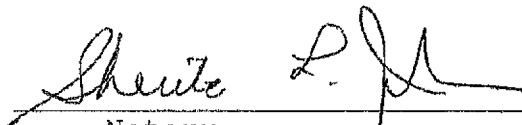
BE IT REMEMBERED, that on this 30th day of NOVEMBER, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Roger J. Trudeau, who I am satisfied, is the Manager - Corporate Real Estate Transactions of PSEG Services Corporation, Agent for Public Service Electric and Gas Company, the corporation named in and which executed the foregoing instrument for and on behalf of said corporation, and acknowledged that said instrument was made by said corporation and sealed with its corporate seal as the voluntary act and deed of said corporation.

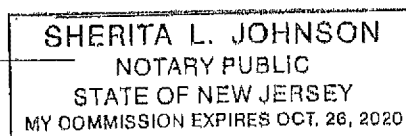

Notary



STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

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Notary



Prepared by and when recorded return to:



20161209010131150 1/8
12/09/2016 01:21:17 PM DEED
Bk: 9164 Pg: 1
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 1191591

Elisa J. Durum, Esq.
80 Park Plaza, T17
Newark, NJ 07102

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 30th day of NOVEMBER, 2016 between New Jersey Properties, Inc., a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Owner") and Public Service Electric and Gas Company, a New Jersey Corporation with offices at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter referred to herein as "Grantee" or "PSE&G") by Owner on behalf of PSE&G.

WITNESSETH:

WHEREAS, Owner is the owner in fee of all that certain land and premises situated in the Municipality of Bayonne, Hudson County, New Jersey, with a street address of 1 Oak Court West, more particularly described and known as Block 471, Lot 7, on the Tax Map of the Municipality of Bayonne, Hudson County, (the "Property");

WHEREAS, part of the former Hobart Avenue Gas Works, a manufactured gas plant, was operated at the Property;

WHEREAS, the Property is currently vacant, but is zoned for residential development;

WHEREAS, PSE&G conducted a NJDEP monitored remedial investigation of the portion of the Property that comprised the former location of part of the former Hobart Avenue Gas Works and implemented a

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restricted use remedial action of the Property that includes the use of an institutional control, e.g., a Deed Notice, and use of corresponding engineering controls;

WHEREAS, PSE&G desires to obtain from Owner and Owner desires to provide to PSE&G, and each of its respective employees, agents, contractors, and consultants, successors and assigns (collectively, the "Grantee") a permanent easement permitting Grantee to enter upon the Property to perform and/or comply with the terms and conditions such further environmental investigation and remediation activities as may be required under any existing or future law, statute, regulation, ordinance, order or directive of the United States Environmental Protection Agency, the NJDEP, or any other federal, state or local, judicial, administrative or governing body having jurisdiction over Grantee or the Property, including any required modification of any restricted use and/or remediation of the Property including any required modification of any institutional and/or engineering controls applicable to the Property.

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Owner warrants and represents that it is the owner in fee simple of the Property with full right and authority to execute and deliver the within Deed of Easement without the necessity of consent of any other party.

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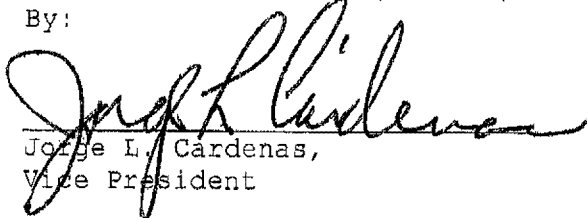
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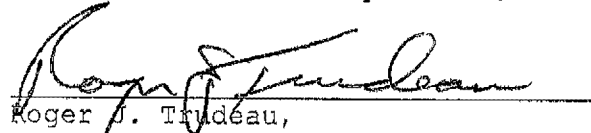
NEW JERSEY PROPERTIES, INC. (Owner)

By:


Jorge L. Cardenas,
Vice President

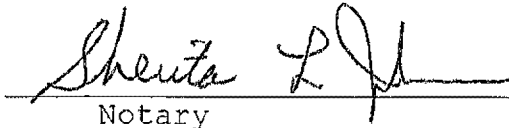
PUBLIC SERVICE ELECTRIC AND GAS COMPANY (Grantee)

By: PSEG Services Corporation, Its Agent


Roger J. Trudeau,
Manager - Corporate Real Estate Transactions

STATE OF NEW JERSEY)
: SS.
COUNTY OF ESSEX)

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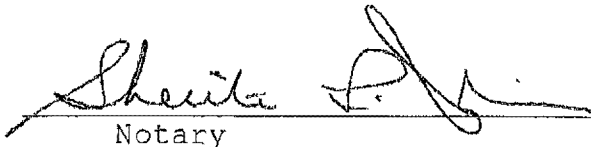

Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020

20161209010131150
12/09/2016 01:21:17 PM
DEED
NUMBER OF PAGES : 8
KGRISALES

STATE OF NEW JERSEY)
: SS.
COUNTY OF ESSEX)

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Notary

SHERITA L. JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 2020

EXHIBIT C
RIGHT OF FIRST REFUSAL AGREEMENT

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE is made on this _____ day of _____, 2017.

NEW JERSEY PROPERTIES, INC., located at 80 Park Plaza, T6B, Newark, NJ 07102, (hereinafter referred to as "Owner") hereby grants to THE HOUSING AUTHORITY OF THE CITY OF BAYONNE, a body corporate and politic of the State of New Jersey, having its office at 30 Avenue C, Bayonne, New Jersey 07002, (hereinafter referred to as "BHA"), the right of first refusal for the purchase of the following described real estate located at: Block 472, Lots 1 through 14 and Block 473.01, Lots 1 through 4 in the City of Bayonne, County of Hudson and State of New Jersey, consisting of approximately 18,128 square feet, (hereinafter referred to as "the Property").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Agreement, Owner agrees as follows:

1, Owner does hereby grant and convey to BHA a right of first refusal for the purchase of the Property, as follows:

A. Should Owner offer to sell the Property or any part thereof or should Owner receive from a third party a bona fide offer to purchase the Property or any part thereof, Owner shall provide BHA a copy of the contract and/or other writing(s) of agreement for purchase and sale (the "Offer of Sale") and shall with said submittal, offer BHA the opportunity to purchase the Property at the same price and on the same terms and conditions as proposed in the Offer of Sale. BHA shall have (sixty 60) days within which to elect, by written notice to Owner, to exercise its right of first refusal and purchase the Property at the same price and on the same terms and conditions set forth in the Offer of Sale. Should BHA notify Owner of its intention not to purchase the Property, or should said (sixty 60) day period expire without BHA giving written notice of its intent to purchase, BHA's right of first refusal hereunder shall be terminated and waived as to the Offer to Sell, and Owner shall be free and clear to move forward with the sale of the Property to the third party under the Offer of Sale. However, should Owner and the prospective third party purchaser fail to consummate the Offer of Sale, Owner shall provide BHA with the opportunity to exercise this right of first refusal with each new Offer of Sale it receives to sell the Property on such new terms and conditions as required by and in the same manner as provided for in this paragraph.

B. This right of first refusal shall remain in effect and shall be applicable to any sale of the Property by the Owner, its successors, or its assigns.

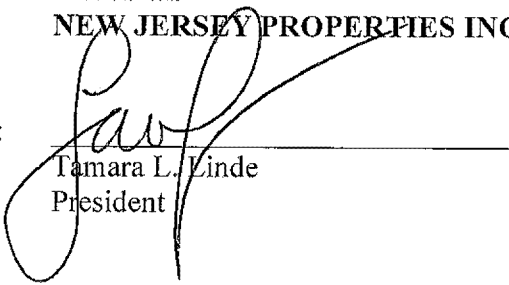
C. Owner represents that it is the sole owner of the Property and that Owner owns the Property in fee simple and that the Owner has the authority to execute this Right of First Refusal Agreement. In addition, no third parties have any rights to claim ownership or use of the Property.

D. This right of first refusal shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Owner and BHA.

The parties herein agree to the terms of this right of first refusal.

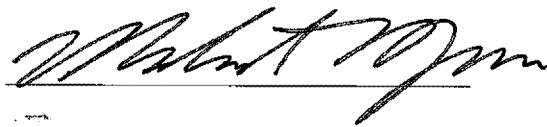
OWNER:
NEW JERSEY PROPERTIES INC.

By:



Tamara L. Linde
President


ATTEST:



Michael K. Hyun
Corporate Secretary


HOUSING AUTHORITY OF THE CITY
OF BAYONNE

By:



Print Name: John J. Mahon
Print Title: Executive Director

ATTEST:



KATHRYN WALROD, ESQ.