

RESOLUTIONS ADOPTED BY CITY COUNCIL APRIL 12, 2016

R68-16 RESOLUTION AWARDING BID CONTRACT FOR EMERGENCY GENERATOR ANNEX CITY HALL (CHECK ELECTRICAL CORPORATION)

R69-16 RESOLUTION AMENDING R57-16 RELATIVE TO AUTHORIZING NON-FAIR AND OPEN CONTRACT FOR LABOR COUNSEL SERVICES (PLOSIA COHEN LAW FIRM)

R70-16 RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR CONCERT SERIES 2016

R71-16 RESOLUTION TO REFUND OVERPAYMENT OF 2016 TAXES (BLOCK 142 LOT 3.211, BLOCK 263 LOT 4)

R72-16 RESOLUTION RELEASING ESCROW DEPOSITS (EMGEE REALTY)

R73-16 RESOLUTION RELEASING GUARANTEES (DEBREE LLC, MILANO TOWNHOMES)

R74-16 RESOLUTION RELEASING GUARANTEES (CVS)

R75-16 RESOLUTION DESIGNATING BLACK RIDGE REALTY, INC. AS A REDEVELOPER FOR A PORTION OF BEACHFRONT SOUTH AND AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT

R76-16 RESOLUTION APPROVING THE APPLICATION OF FEM SOUTH BEACH URBAN RENEWAL LLC, FOR A LONG TERM TAX EXEMPTION, PURSUANT TO N.J.S.A. 40A:20A-1, ET. SEQ.

R77-16 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 68-14

**RESOLUTION AWARDING BID
CONTRACT FOR
EMERGENCY GENERATOR ANNEX CITY HALL**

WHEREAS, the City of Long Branch has the need to contract for **emergency generator annex City Hall** and;

WHEREAS, through a fair and open process, the City has advertised to receive bids on March 3, 2016 for **emergency generator annex City Hall** and the following bids were received as followed:

	Base Bid
Check Electrical Corporation	\$65,925.00
Astro Electrical Contractor, LLC	\$67,750.00
Dee-En Electrical Contracting	\$72,500.00
Manor II Electrical	\$81,722.00
(EDC) Electrical Design & Construction	\$84,790.00
Arco Construction Group	\$89,750.00

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and our City Engineer and found to be in order; and

WHEREAS, it is the recommendation of the Engineer that it is in the City's best interest to award a contract to **Check Electrical Corporation** as the low bidder; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for these contracts are available in, **Appro. #, 601-450-712 in the amount of \$65,925.00**,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, and it is the recommendation of the Engineer and in the City's best interest that a contract be awarded to **Check Electrical Corporation** for **emergency generator annex City Hall**, in accordance with the bid specifications and proposal, **for a sum not to exceed \$65,925.00**.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

SECOND: Siranni
Bastelli
 AYES: 5
 NAYES: 0
 ABSENT: 0
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, ROBERT L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
 REGULAR MEETING HELD ON 4-12-16
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 13th DAY OF April 20 16
Robert L. Schmidt
 MUNICIPAL CLERK, R.M.C.O.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

EMERGENCY GENERATOR CITY HALL ANNEX

Said contract being made as follows:

CHECK ELECTRIC CORPORATION \$65,925.00

Said funds being available in the form of:

#601-450-712, \$65,925.00



Michael Martin, Chief Financial Officer

3/29/16
Date

LEON S. AVAKIAN, INC. Consulting Engineers

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1963-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E., P.P.
LOUIS J. LOBOSCO, P.E., P.P.
GERALD J. FREDA, P.E., P.P.
ALAN P. HILLA, JR., P.E., P.P.
WILLIAM D. PECK, P.E., P.P.

March 4, 2016

David J. Spaulding, Jr., Purchasing Agent
City of Long Branch
344 Broadway
Long Branch, NJ 07740

**Re: Emergency Generator
City of Long Branch
Recommendation of Award
Our file: LB 15-14**

Dear Mr. Spaulding:

Bids were received on Thursday, March 3, 2016 for above referenced project. Eight (8) contractors purchased bid documents and of those, six (6) complete bids were received. The base bid amount ranged from a low bid of \$65,925.00 to a high of \$89,750.00. The apparent low bid is marked with an asterisk (*) as shown below:

	Bidders	Bid Amount
1.	Check Electrical Corporation	\$65,925.00*
2.	Astro Electrical Contractor, LLC	\$67,750.00
3.	Dee-En Electrical Contracting	\$72,500.00
4.	Manor II Electric	\$81,722.00
5.	(EDC) Electrical Design & Construction, Corp.	\$84,790.00
6.	Arco Construction Group	\$89,750.00
7.	ABG Electric, Co., Inc.	NO BID
8.	Troller Electric, LLC	NO BID

The references for the low bidder, Check Electrical Corporation, 117 First Street, Keyport, NJ 07735 have been checked by this office and found to be satisfactory. We therefore, recommend that a contract be awarded to Check Electrical Corporation, 117 First Street, Keyport, NJ 07735 in the amount of \$65,925.00 for the base bid subject to the favorable review of the bid by the City Attorney, and the availability of funding to complete the project.

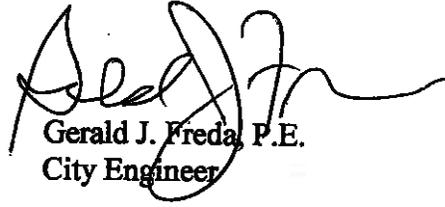
PHONE (732) 922-9229

FAX (732) 922-0044

Should you have any questions regarding this matter, please feel free to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Gerald J. Freda, P.E.
City Engineer

DMH:mcs2
Enclosure

cc: Howard H. Woolley, Jr. Administrator
Michael Martin, CFO
Kathy Schmelz, Clerk
Fred Migliaccio, Director of DPW

LB/15/15-14

R# 69-16

**RESOLUTION AMENDING R57-16 RELATIVE TO
AUTHORIZING NON-FAIR AND OPEN CONTRACT
FOR LABOR COUNSEL SERVICES (PLOSIA COHEN LAW FIRM)**

WHEREAS, on March 8, 2016, the City Council of the City of Long Branch adopted R57-16 authorizing a Non-Fair and Open Contract for Labor Counsel Services to Plosia Cohen Law Firm; and

WHEREAS, the duration of contract was from March 9, 2016 through June 30, 2016; and

WHEREAS, it was discovered that there were bills that were submitted in the month of February and in order to process payment, the term of said contract must be amended.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorizing the amendment to the contract of Plosia Cohen La Firm for Labor Counsel Services to have the term of contract commence on February 1, 2016 through June 30, 2016.

BE IT FURTHER RESOLVED that all other contexts of the resolution and agreement remain the same.

MOVED BY: Sirianni

SECOND: Bastelli

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELEZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4-12-16
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 13th DAY OF April 2016
Kathy L. Schelez
MUNICIPAL CLERK, R.N.J.

**RESOLUTION AUTHORIZING CONTRACTS
FOR MUSICAL PERFORMANCES
FOR CONCERT SERIES 2016**

WHEREAS, the City of Long Branch wishes to procure the services of a sound company and various bands to provide musical performances for the Summer Concert Series for 2016; and

WHEREAS, in accordance with N.J.S.A. 40A:11-5(1) (a) (i), the City may award a contract for professional services, including services of a creative and artistic nature, without publicly advertising for bids; and

WHEREAS, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, and it is the recommendation of the Program/Special Events Coordinator, and the Director of Urban Coordinating Council that it is in the City's best interest to enter into contracts as detailed below; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the **Trust Budget, Appropriation #G-16-068-405, in the amount of \$18,000 and Appropriation #6-01-012-801 in the amount of \$33,575**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes contracts as follows:

Authority Entertainment, for a performance by Philadelphia Funk, for a sum not to exceed \$1,400.

Charles Lambert, for a performance by Chuck Lambert Band, for a sum not to exceed \$1,000.

Cristian Duque, for a performance by Soul Project, for a sum not to exceed \$1,000.

Sonny Kenn, for performance by Sonny Kenn Band for a sum not to exceed \$1,000.

Timothy Boyce, for performance by Predator Dub Assassins, for a sum not to exceed \$1,000.

Kenneth Sorensen, for performance by String Bean Stalkers Band, for a sum not to exceed \$800.

Steven Calabrese, for performance by The Steve Cal Band, for a sum not to exceed \$900.

Erin Shewell, for performance by Whiskey Devils, for a sum not to exceed \$900.

Jason Jannuzzi, for performance by Citizens Radio Band, for a sum not to exceed \$1,000.

East Coast Trucking Co. for performance by Jane Lee Hooker, for a sum not to exceed \$650.

The Voodudes, for performance by The Voo Dudes, for a sum not to exceed \$1,000.

David Cedeno, for performance by David Cedeno Orchestra, for a sum not to exceed \$1,500.

Edwin Muniz, for performance by Ray Rodriquez, for a sum not to exceed \$1,600.

BRC Production, for performance by Origens Band, for a sum not to exceed \$950.

Steven Krase, for performance by Trudy Lynn Blues, for a sum not to exceed \$2,000.

Benjamin Brandenburger, for performance by mighty Handful, for a sum not to exceed \$1,300.

McLoone Management, for performance by Tim McLoone The Shirleys, for a sum not to exceed \$2,500.

Motor City Revenue, for performance by Thursday By The Sea, for a sum not to exceed \$3,000.

Oh Baby Production, for performance by Liza Colby Sound, for a sum not to exceed \$700.

Robert Burger, for performance by Bob Burger Band, for a sum not to exceed \$3,000.

After the Reign Band LLC, for performance by after The Reign, for a sum not to exceed \$1,500.

The Nerds, for performance by the Nerds, for a sum not to exceed \$3,000.

Marc Muller, for performance by Dead On Live, for a sum not to exceed \$2,500.

Joanna Teters, for performance by Mad Satta, for a sum not to exceed \$3,000.

Jirk Inc. for performance by Brian Kirk The Jerks, for a sum not to exceed \$3,000

International Fireworks, for performance on September 1, 2016 for a sum not to exceed \$5,000.

Music Men, for performance June 30, 2016, for a sum not to exceed \$425.

Music Men, for performance July 28, 2016, for a sum not to exceed \$425.

Music Men, for performance August 11, 2016, for a sum not to exceed \$ 425.

Music Men, for performance August 18, 2016 for a sum not to exceed \$425.

Music Men, for performance Month of June, 2016, for a sum not to exceed \$1,275.

Music Men, for performance Month of July, 2016, for a sum not to exceed \$1,700.

Music Men, for performance Month of August, for a sum not to exceed \$1,700.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said contracts.

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contracts.

BE IT FURTHER RESOLVED that the City Clerk shall cause notice of award of these contracts to be advertised in accordance with law.

OFFERED: Siranni
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4-17-16

IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 18 DAY OF April 2016
Kathy L. Scheele
MUNICIPAL CLERK, E.S.C.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

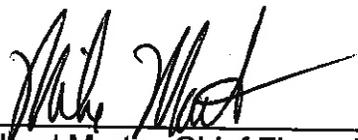
RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES

Said contract being made as follows:

SEE RESOLUTION LISTING IN DETAIL SPECIFIC VENDOR CONTRACTS FOR EVENTS THAT TOTAL \$51,575.00

Said funds being available in the form of:

TRUST APPRO #G-16-068-405 \$18,000.00, #6-01-012-801 \$33,575.00



Michael Martin, Chief Financial Officer

4/6/16
Date

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

PHILADELPHIA FUNK AUTHORITY

By: _____

By: _____

Purchaser Representative

Artist Representative

Date: _____

Date: 2/8/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Chuck Lambert Band**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: West End Park

VENUE ADDRESS: Brighton Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Chuck Lambert
P.O. Box 2304 Red Bank, NJ 07701

CONTACT PHONE #: 732-768-8466

DATE: June 19, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$1,000 (Payable Day of Performance)
Check payable to (please print clearly):
CHARLES E LAMBERT

PRODUCTION: Bands by the Beach
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

THE CHUCK LAMBERT BAND

By: _____

By: 

Purchaser Representative

Artist Representative

Date: _____

Date: 2/4/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and ***Soul Project***, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: West End Park

VENUE ADDRESS: Brighton Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Christian Dugue
3006 Fenelon Street, Chalmette, LA 70043

CONTACT PHONE #: 504-621-8580

DATE: June 26, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$1,000 (Payable Day of Performance)
Check payable to (please print clearly):
Cristian Dugue

PRODUCTION: *Bands by the Beach*
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

SOUL PROJECT

By: _____

By: 

Purchaser Representative

Artist Representative

Date: _____

Date: 1-31-16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Sonny Kenn Band**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: West End Park

VENUE ADDRESS: Brighton Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Sonny Kenn
28 Riverside Ave., Apt. 4B, Red Bank, NJ 07701

CONTACT PHONE #: 848-468-9154

DATE: July 10, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$1,000 (Payable Day of Performance)
Check payable to (please print clearly):
Sonny Kenn

PRODUCTION: Bands by the Beach
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:



By:

By:

Purchaser Representative

Artist Representative

Date: _____

Date: 2/7/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and ***Predator Dub Assassins***, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: West End Park

VENUE ADDRESS: Brighton Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Timothy Boyce
805 Jersey Avenue, Spring Lake, NJ 07762

CONTACT PHONE #: 732-682-4236

DATE: July 17, 2016
Rain or shine

TIME: 7 – 8:30 PM

COMPENSATION: \$1,000 (Payable Day of Performance)
Check payable to (please print clearly):
TIMOTHY BOYCE

PRODUCTION: Bands by the Beach

~~Artist will provide own sound.~~ (B)

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

P-DUB ASSASSINS

By:

By:

Purchaser Representative

Timothy Boyce (Timothy Boyce)
Artist Representative

Date: _____

Date: 2/11/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and ***String Bean & The Stalkers Band***, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: West End Park

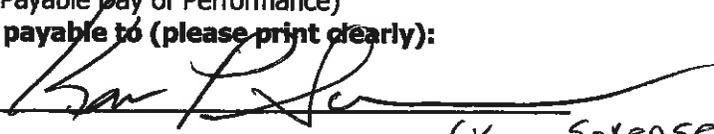
VENUE ADDRESS: Brighton Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Kenny Sorensen
809 1/2 4th Avenue, Neptune, NJ 07753

CONTACT PHONE #: 732-567-5306

DATE: July 24, 2016
Rain or shine

TIME: 7 – 8:30 PM

COMPENSATION: \$800 (Payable Day of Performance)
Check payable to (please print clearly):

(Ken Sorensen)

PRODUCTION: Bands by the Beach
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Ken Sorensen

By:

By:

Ken Sorensen

Purchaser Representative

Artist Representative

Date: _____

Date: 02/14/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **The Steve Cal Band**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: West End Park

VENUE ADDRESS: Brighton Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Steve Calabrese
2519 Lambert Street, Philadelphia, PA 19145

CONTACT PHONE #: 215-908-7251

DATE: July 31, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$900 (Payable Day of Performance)
Check payable to (please print clearly):
STEVE CALABRESE

PRODUCTION: Bands by the Beach
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

THE STEVE CAL' BAND

By: _____

By: STEVE CAL'

Purchaser Representative

Artist Representative

Date: _____

Date: 2/10/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and *Eryn Shewell & The Whiskey Devils*, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: West End Park

VENUE ADDRESS: Brighton Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Eryn Shewell
Big Artist Management
Attn: Scott Rush
41 Watchung Plaza, Suite 90, Montclair, NJ 07042

CONTACT PHONE #: 609-306-5809

DATE: August 7, 2016
Rain or shine

TIME: 7 – 8:30 PM

COMPENSATION: \$900 (Payable Day of Performance)
Check payable to (please print clearly):
Erin Shewell

PRODUCTION: Bands by the Beach
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Eryn Shewell + The Whiskey Devils

By:

By:

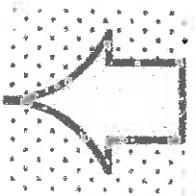
Eryn Shewell

Purchaser Representative

Artist Representative

Date: _____

Date: *2/17/16*





**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Citizens Band Radio**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: West End Park

VENUE ADDRESS: Brighton Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Jayson Jannuzzi
1 Roundtree Lane, Glen Gardner, NJ 08826

CONTACT PHONE #: 609-306-5809

DATE: August 14, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$1,000 (Payable Day of Performance)
Check payable to (please print clearly):
Jason Jannuzzi

PRODUCTION: Bands by the Beach
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Citizens Band Radio

By:

By:

[Signature]

Purchaser Representative

Artist Representative

Date: _____

Date: February 10, 2016 *



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this March 10, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Jane Lee Hooker**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: West End Park

VENUE ADDRESS: Brighton Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Steven Sime
21229 Arbour Walk Drive, Frankfort, IL 60423

CONTACT PHONE #: 815-557-9407

DATE: August 21, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$650 (Payable Day of Performance)
Check payable to (please print clearly):
EAST COAST TRUCKING COMPANY LLC

PRODUCTION: Bands by the Beach

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local Income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and *The VooDudes*, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: West End Park

VENUE ADDRESS: Brighton Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Andy Bernstein *for The VooDUDES* (Please include band name on all correspondence)
P.O. Box 1413, Highland Park, NJ 08904

CONTACT PHONE #: 732-246-8002

DATE: August 28, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$1,000 (Payable Day of Performance)
Check payable to (please print clearly):
The VooDUDES

PRODUCTION: Bands by the Beach
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

The VOEG DUDES

By:

By:

Ardy Bernstein

Purchaser Representative

Artist Representative

Date: _____

Date: 2/10/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 27, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **David Cedenó & His Orchestra**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Band Shell

VENUE ADDRESS: Broadway and 3rd Ave, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: David Cedenó
203 Lake Road, Bricktown, NJ 08724

CONTACT PHONE #: 732-300-8100

DATE: July 19, 2016
Rain or shine

TIME: 7 – 8:30 PM

COMPENSATION: \$1,500 (Payable Day of Performance)
Check payable to (please print clearly):
David Cedenó

PRODUCTION: Tuesdays on Broadway
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

David Cedeño 

By: _____

By: _____

Same

Purchaser Representative

Artist Representative

Date: _____

Date: 2/8/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 27, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Ray Rodriguez Y Swing Sabroso**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Band Shell

VENUE ADDRESS: Broadway and 3rd Ave, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Ray Rodriguez
150 A Taylor Avenue, East Brunswick, NJ 08816

CONTACT PHONE #: 917-796-4821

DATE: August 16, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$1,600 (Payable Day of Performance)
Check payable to (please print clearly):
~~Ray Rodriguez~~ Edwin Muniz

PRODUCTION: Tuesdays on Broadway
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Ray Rodriguez y Swing Sabroso

By:

Purchaser Representative

By: Ray Rodriguez
Artist Representative

Date: _____

Date: 2/5/16





**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 27, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Origens Band**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: St. Luke's Church Lot
VENUE ADDRESS: 535 Broadway , Long Branch, NJ 07740
CONTACT NAME & ADDRESS: Ana Ferreira; BRC Productions

240 South St., 3F, Newark, NJ 07114

CONTACT PHONE #: 908-868-9118

DATE: ~~August 2, 2016~~ 8/30/16
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$950 (Payable Day of Performance)
Check payable to (please print clearly):

BRC Productions

PRODUCTION: Tuesdays on Broadway

Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Brigade Band

By:

By:

Maria G. ...

Purchaser Representative

Artist Representative

Date: _____

Date: 3/2/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this March 3, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and *The Trudy Lynn Blues Review featuring Steve Krase*, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Great Lawn

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Steve Krase

16210 Sir William Drive, Spring, TX 77379

CONTACT PHONE #:

DATE: August 27, 2016
Rain or shine

TIME: 7:45 – 9:15 PM

COMPENSATION: \$2000 (Payable Day of Performance)
Check payable to (please print clearly):

STEVE KRASE

PRODUCTION: Jersey Shore Jazz & Blues Festival

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

TRUDY LYNN W/ STEVE KRASO

By:

By:



Purchaser Representative

Artist Representative

Date: _____

Date: 3/22/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this March 3, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Joe Benjamin & the Mighty Handful**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Great Lawn

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Joe Benjamin
495 Lorimer Street #3, Brooklyn, NY 11211

CONTACT PHONE #: 917 544 4121

DATE: August 27, 2016
Rain or shine

TIME: 6:15-7:30 PM

COMPENSATION: \$1,300 (Payable Day of Performance)
Check payable to (please print clearly):
Benjamin Brandenburger

PRODUCTION: Jersey Shore Jazz & Blues Festival

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME: Joe Benjamin

By:

By:

Purchaser Representative

Artist Representative

Date: _____

Date: 3/24/2016



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Tim McLoone & The Shirleys**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Tim McLoone
38 Breezy Point Road, Little Silver, NJ 07739

CONTACT PHONE #: 732-673-7668

DATE: June 16, 2016
Rain or shine

TIME: 7 – 8:30 PM

COMPENSATION: \$2,500 (Payable Day of Performance)
Check payable to (please print clearly):
McLOONE MANAGEMENT

PRODUCTION: Thursdays by the Sea
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Tim McLoone

By: _____

By: 

Purchaser Representative

Artist Representative

Date: _____

Date: 2/2/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Motor City Revue**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Layonne Holmes
802 Cliftwood Avenue, Keyport, NJ 07735

CONTACT PHONE #: 908-433-4931

DATE: June 23, 2016
Rain or shine

TIME: 7 – 8:30 PM

COMPENSATION: \$3,000 (Payable Day of Performance)
Check payable to (please print clearly):
MOTOR CITY REVUE

PRODUCTION: Thursdays by the Sea
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

MOTOR CITY REVUE

By:

By:

Layonne Holmes

Purchaser Representative

Artist Representative

Date: _____

Date: 2/15/16



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Liza Colby Sound**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Liza Colby
Oh Baby Productions; 235 Devoe St., #2R, Brooklyn, NY 11211

CONTACT PHONE #: 347-702-2891

DATE: June 30, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$700 (Payable Day of Performance)
Check payable to (please print clearly):
OH BABY PRODUCTIONS LLC

PRODUCTION: Thursdays by the Sea

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

THE LIZA COLBY SOUND

By:

By:



Purchaser Representative

Artist Representative

Date: _____

Date: 3/23/2016



Handwritten mark

**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **The Bob Burger Band**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Bob Burger
67 Surrey Lane, Eatontown, NJ 07724

CONTACT PHONE #: 732-768-4092

DATE: July 7, 2016
Rain or shine

TIME: 7 -- 8:30 PM

COMPENSATION: \$3,000 (Payable Day of Performance)
Check payable to (please print clearly):
ROBERT BURGER

PRODUCTION: Thursdays by the Sea
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

BOB BURGER

By:

By:

[Signature]

Purchaser Representative

Artist Representative

Date: _____

Date: 1/30/18



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and *After the Reign*, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: John Strevens
12 Clayton Road, Howell, NJ 07731

CONTACT PHONE #: 732-598-0424

DATE: July 14, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$1,500 (Payable Day of Performance)
Check payable to (please print clearly):
After The Reign Band LLC

PRODUCTION: Thursdays by the Sea
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

After The Reign Band

By:

By:



Purchaser Representative

Artist Representative

Date: _____

Date: FEB 13-2016



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **The Nerds (Star Productions)**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Chriss Coniglio
59 Trinity Street, Suite B, Newton, NJ 07860

CONTACT PHONE #: 973-300-9123 x 304

DATE: July 21, 2016
Rain or shine

TIME: 7 – 8:30 PM

COMPENSATION: \$3,000 (Payable Day of Performance)
Check payable to (please print clearly):
THE NERDS, INC.

PRODUCTION: Thursdays by the Sea
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

THE NERDS, INC.

By:

By:

[Signature] for THE NERDS
INC.

Purchaser Representative

Artist Representative

Date: _____

Date: 1-27-2016



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and *Dead On Live*, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Marc Muller

418 Morrisey Road, Neptune, NJ 07753

CONTACT PHONE #: 732-771-4907

DATE: August 4, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$2,500 (Payable Day of Performance)
Check payable to (please print clearly):

Marc Muller

PRODUCTION: Thursdays by the Sea

Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

By:

By:

Purchaser Representative

Artist Representative

Date: _____

Date: 2/2/16

Dead On Live





**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Mad Satta**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Joanna Teters
878 Greene Ave., Apt. 4R, Brooklyn, NY 11221

CONTACT PHONE #: 845-633-3433

DATE: August 25, 2016
Rain or shine

TIME: 7 – 8:30 PM

COMPENSATION: \$3,000 (Payable Day of Performance)
Check payable to (please print clearly):

PRODUCTION: Thursdays by the Sea
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Mad Satta

By:
Purchaser Representative

By: Meters
Artist Representative

Date: _____

Date: 02/02/2016



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 1, 2016, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Brian Kirk & The Jirks**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Brian Kirk/Nicole Scott
108 Shrewsbury Avenue, Red bank, NJ 07701

CONTACT PHONE #: 732-693-9922/732-948-5677

DATE: September 1, 2016
Rain or shine

TIME: 7 - 8:30 PM

COMPENSATION: \$3,000 (Payable Day of Performance)
Check payable to (please print clearly):
Jirk Inc.

PRODUCTION: Thursdays by the Sea
Artist will provide own sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Brian Kirk + the Jicks

By:

By:



Purchaser Representative

Artist Representative

Date: _____

Date: 2/2/16

**Contract of
International Fireworks Mfg. Co**

This agreement entered 2/29/2016 by and between the International Fireworks Mfg. Co., party of the first part and City of Long Branch party of the second part.

International Fireworks Mfg. Co. agrees to display for said party of the second part at Beach Front, Long Branch, NJ on September 1, 2016 in a location to be designated by said party of the second part and approved by International Fireworks Mfg. Co. one exhibition of fireworks, in accordance with the program that was mutually agreed upon. We reserve the right to make substitutions of equal or greater value as long as it does not reduce the value of the program that was agreed upon. The cost of this program is based on the value of the shells & effects and not on shell count. International Fireworks Mfg. Co. agrees to furnish sufficient skilled labor to set up and shoot the fireworks.

The party of the second part agrees to furnish a front loader for beach access and the necessary police protection at all times during the preparation of the exhibition and firing of same, and for at least a period of 30 minutes after the exhibition is fired. The party of the first part agrees to inspect the area the night of the display to safely remove and dispose of any unexploded shells or live components. Furthermore, the party of the second part agrees to take responsibility for the cleanup of fallout debris after the display. The party of the second part agrees to procure any and all necessary permits and licenses, which may be required by the municipal or state authorities. International Fireworks Mfg Co will do a post display inspection the night of the display any first light inspection is the responsibility of the sponsor

International Fireworks Mfg. Co. agrees to furnish insurance, Public Liability and Property damage in the amount of Five Million Dollars, a certificate being furnished to that effect to the party of the second part.

International Fireworks Mfg. Co. agrees that in the event of rain or inclement weather, a postponement may be made to a date to be determined up until March 1, 2017. There will be a postponement fee, if the display has been delivered to the site of actual cost incurred. If the sponsor notifies us of a postponement prior to the display leaving our warehouse there will be an administration fee of cost incurred. In the event of total cancellation before set up, the party of the second part agrees to pay 50% of the contract price plus expenses incurred. It is also understood and agreed by the parties hereto that in the event the fireworks have been taken out and set up before any rain then such exhibition of fireworks must be carried out in the best possible manner without any deductions whatever from the hereinafter named compensation.

The party of the first part shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control without limitation legal or regulatory restrictions.

The party of the second part agrees to pay the total contract price of \$5,000.00 to International Fireworks Mfg. Co. within 10 days after this display has been performed.

By
International Fireworks Mfg. Co. Inc.
Geraldine Serpico
Vice President

By
City of Long Branch

INTERNATIONAL

Fireworks

MFG. CO.

Presents...

A Custom Designed Display For:

*City of
Long Branch*

GENERAL INFORMATION

International Fireworks Co. was founded in 1906 in New Jersey. In 1988, International Fireworks Mfg. Co. was established in our present manufacturing facility located in Douglassville, Pa., and offices in New Jersey are all still run by the Serpico family.

Our company was one of the largest companies to manufacture specialty shells in the United States. We are a major importer of the finest shells from China, Japan and other countries. We travel to the factories frequently to insure our customers the highest possible quality material and the widest variety of colors and effects for a truly amazing display.

We produce hundreds of fireworks displays throughout the year, in the United States and abroad. Since our inception, we have been involved in spectacular displays for Inaugurations, Independence Day celebrations, sporting events and entertainment at your favorite vacation spot. Our displays range from small local events to the most sophisticated electronically fired and choreographed Pyro-Musical "SKY SHOWS"all offering our signature MULTI-COLOR/MULTI-EFFECT and EXTRA LOUD SALUTE BARRAGE SEGMENTS.

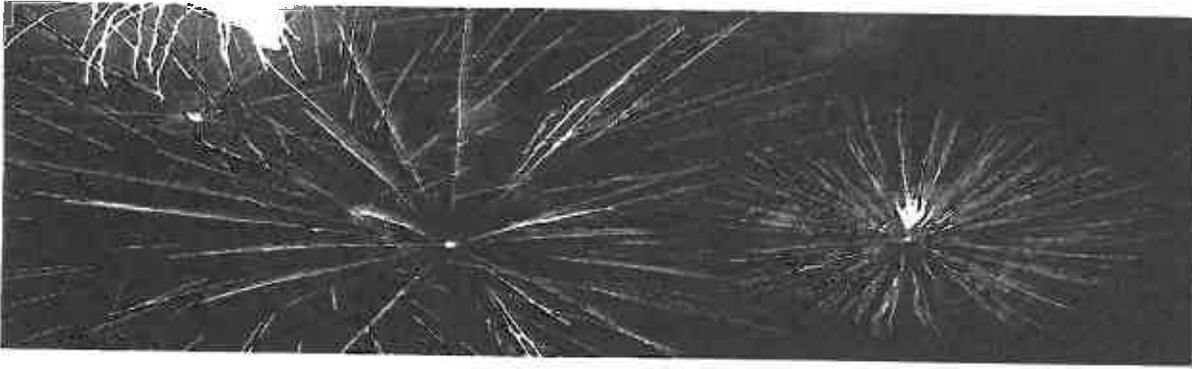
Unlike "Jobbers" who just buy materials and detonate fireworks only a few days a year, we are committed to this industry year round. Fireworks manufacturing and displays is our only job. We encourage our potential customers to make an appointment to come in and tour our facility.

When we arrive at a display we encourage both "pre" and "post" show shell count to ensure our customer is satisfied that they received the correct amount of shells specified in the contract. This is very important since some companies "short shell" their customers.

Our liability insurance is a standard five million dollar policy. We also carry statutory Workers Compensation coverage and five million dollars of vehicle insurance. We are also registered with the United States D.O.T. and have consistently satisfied their requirements. We will gladly share the name of our agents as well as our deductible. Beware! Some of our competitors are not as well insured.

There are many ways to be fooled when scheduling a firework display. When reviewing proposals, make sure that you are comparing "apples to apples" and are dealing with a reputable and safe company. Thank you for giving us the opportunity to be of service to you!

Show Proposal



A Custom Proposal Designed by International Fireworks Manufacturing Company

For:

City of Long Branch

Dates:

Program Date:

9/1/2016

Rain Date:

Show Proposal Details

Summary:

This Custom Designed Proposal of Approximately 3537 Shots Is Prepared Exclusively for Pier Village!!

Program Cost:

\$5,000



Opening Display**Total Shots:** 430

3 Inch Shells	Shell Type	Quantity of Shots
	Flights of Assorted Shells (5 Shells)	30

Total Number of 3 Inch Shots 30

Cakes	Shell Type	Quantity of Shots
	300 Shot Flying Butterfly In The Sky	300
	100 Shot Quick Whistles	100

Total Number of Cake Shots 400

You can expect the following types of effects in the opening portion of the show

- Five Shells Fired Simultaneously...Mini Barrages of Special Effects Such As Rings, Patterns, Brocades, Palm Trees, Assorted Colors & Salutes with Rising Tails.
- The Crowd Will Observe A Multitude of Instantaneous Ascending Silver Screaming Whistles
- The Barrage That Is Set Forth Definitely Spreads Its Wings As You Experience The Metamorphosis From Fuse To Fire!!

Our Signature Opening Segment is Sure to Awaken the Crowd. Your Patrons and Spectators, As Well as Our Fans, Will Immediately Notice The Difference in Professionalism and Variety The Moment The Opening Salvos are Fired!!!

Main Body Display**Total Shots:** 2,857

3 Inch Shells	Shell Type	Quantity of Shots
	Superb Unique Multi-Effect Shells1	36
	Fancy Assorted Colors & Effects w/ Tails	36
	Flights of Assorted Shells (5 Shells)	120

Total Number of Three Inch Shots 192

Cakes	Shell Type	Quantity of Shots
	2" 25 Shot Red Green Purple Ring	25
	2 1/2" 25 shot Chrysanthemum to Red/White/Blue	25
	10 X 7 Fan Shaped Brocade Crown With Golden Tail	70
	10 X 8 Z Effect Blue To Red Mine With Silver Tail	80
	100 Shot Thunder Rain	100
	100 Shot Multi-Color To Crackling	100
	100 Shot GOD song	100
	300 Shot Crosette Fan	300
	600 Shot Hundred Flowers In Blossom	600
	600 Shot Blue Dragon Fan	600
	665 Shot "Lucky" Cake	665

Total Number of Cake Shots 2665

You can expect the following types of effects in the main portion of the show

- These Shells Will Include Blue and White Peonies With Salutes, Red Crackling Chrysanthemums, Silver Spiders, Glittering Green, Whistle And Stars, Coconut Trees, Color Diadems,
- A Wide Variety of Colors and Effects Such As: Color Chrysanthemums, Color Peonies, Multi-Colored Shells, colored with Pistils etc...
- Canister Shells, Titanium Salutes, Silver Dahlias, Red To Blue Peonies, Palm Trees, Chrysanthemums With Salutes That Strobe, Just To Name Just A Few.
- Battle In The Clouds, Fish And Whistles, Serpents, Tourbillions, Gold Brocades, Red Waves, Silver Flashing Rings, Multi-Break Peanut Shells,
- A Wide Variety of Colors and Effects Such As: Color Chrysanthemums, Color Peonies, Multi-Colored Shells, colored with Pistils etc...
- Premium Assorted Color Shells with The Latest and Greatest... Color-Changing Chrysanthemums & Peonies w/Pistils & Palm Tree Cores, Splitting Comets, Crackling-Sizzling Stars, Half and Half Colors, Strobing Stars Brocades, Willows & Many More!!
- Authentic Italian Style Shells with A Color Break & Special Effects including Multiple Reports, Screaming Silver-Tail Whistles, Golden Serpents, Heavy Timed Reports, Tourbillions!
- You Can Expect A Variety of Patterns Such As 5-Pointed Stars, Rings, Saturns, Hearts or Bowtie Shaped Effects.
- Shells That Include A Large Burst of Color Followed By An Additional Burst of Either Heavy Titanium Reports, or Additional Color Breaks!
- Five Shells Fired Simultaneously...Mini Barrages of Special Effects Such As Rings, Patterns, Brocades, Palm Trees, Assorted Colors & Salutes with Rising Tails.
- Seven Bursts Of Ten Tubes Golden Crackling Fire
- Ten Z Shaped Effects Exploding Eight Times With Silver Tails And Mines
- A Divine And Supreme Work Of Art!
- A Wondrous Refreshing Arrangement With A Startling Crisp Crackle Utterance!
- The Close Proximity Atmosphere Is Showered With A Resounding Theater Of Light And Sound!
- A Furiously, Rapidly Repeating, Thundery Splitting Of Air Atoms Delectation!
- An Intoxicating, Accelerated Crisp Phenomenon Of Praising Homage To Conflagration! CRACK! BOOM!
- The Quality And Exclusivity Of These Rich Assortment Of Effects Detonating At Approximately 15 Stories High In Altitude is Exquisite!
- Multiple Spherical Breaks of Colored Stars That Leave Sparkling Trails Throughout The Sky!
- Intense Flashing Illumination with Crackling Noise Preceded by Swirling Tails.
- Vivid Long-Burning Colors with Silver Tails and Salute Mines
- Unmatched Perfect Ball Shaped Bursts of Dynamic Color Supported by Extremely Loud Bursts of Sound with a Silver Flash
- Banners Of Glorious Essence Erupt Skyward, This Feature Product Amazes The Senses!
- Red to White Flashing to Green Crosettes
- A Variety of Golden Colored Crackling Stars
- Another New Product! The Serpentine Effects Are Sure To Impress And Your Amazement Can Not Be Constricted!!
- 680 Shots of Breathtaking Fan Effect
- An Amazing Array Of Crackling Bursts That Culminate With A Bang

It has been expressed "Variety is the spice of Life!" That being said, the finest variety of shell arrangements is carefully selected from our diverse multitude of assortments to convey a unique display to your patrons.

Grand Finale**Total Shots:** 250

3 Inch Shells	Shell Type	Quantity of Shots
	Finale-Assorted Color w/ Tails (10 Shells)	60
	Finale-Titanium Salutes (10 Shells)	60
	Finale-Glittering Long-Duration Brocade w/Tails(10 Shells)	30

Total Number of 3 Inch Shots 150

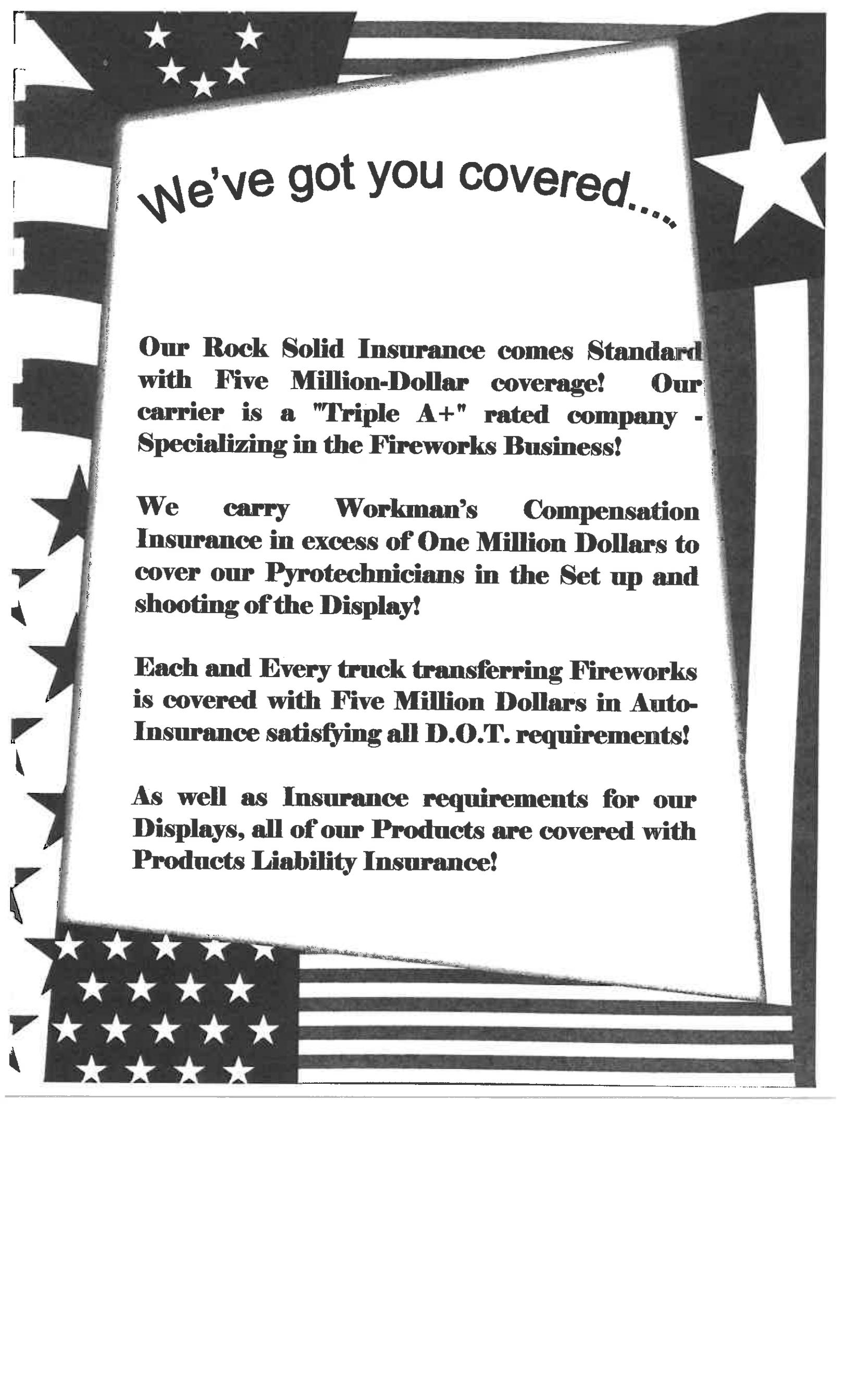
Cakes	Shell Type	Quantity of Shots
	100 Shot Quick Whistles	100

Total Number of Cake Shots 100

You can expect the following types of effects in the closing portion of the show

- A Simultaneous Mixture of Flower-Shaped Bursts of Assorted Color!
- Titanium Flash with Ear-Splitting Pounding Thunder Sound!!!
- Without A Doubt...A Magnificent Barrage Arrangement of Suspended Duration Glittering Brocade Diadems w/Sparkling Tails!
- You Can Expect A Glittering Golden Shower of Shimmering Fountain Skyward from The Earth
- The Crowd Will Observe A Multitude of Instantaneous Ascending Silver Screaming Whistles

**As the smoke solemnly parts, the crowd noise dwindles, the chairs have been packed away, and the vehicles have departed. The one thing that can be assured is the sensation of content in making the wise choice...
International Fireworks.**

The advertisement is framed by a stylized American flag graphic. The top-left corner features a cluster of stars, the top-right corner has a single large star, and the bottom-left corner shows a grid of stars. The rest of the border consists of horizontal stripes. The text is centered within this frame.

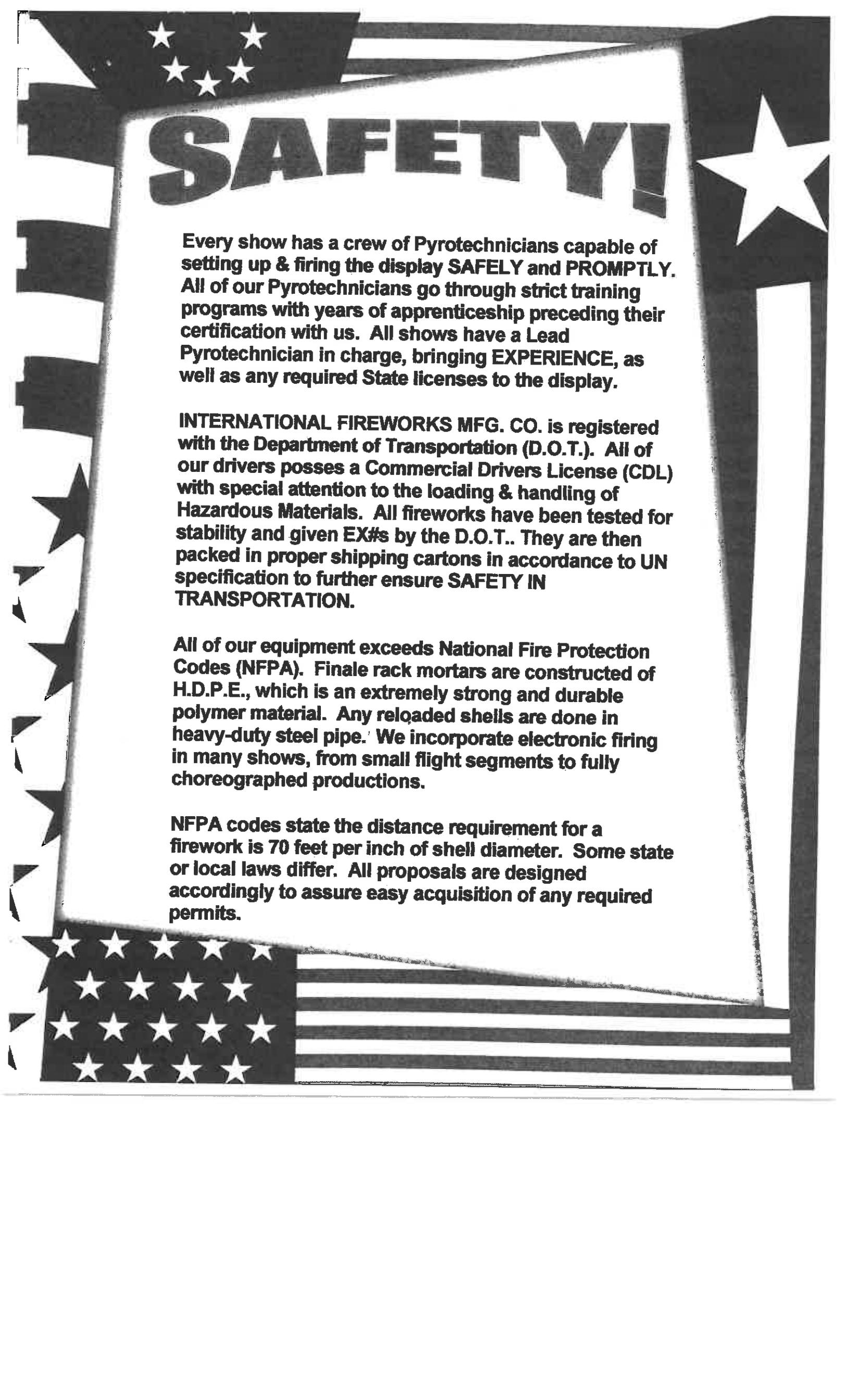
We've got you covered.....

Our Rock Solid Insurance comes Standard with Five Million-Dollar coverage! Our carrier is a "Triple A+" rated company - Specializing in the Fireworks Business!

We carry Workman's Compensation Insurance in excess of One Million Dollars to cover our Pyrotechnicians in the Set up and shooting of the Display!

Each and Every truck transferring Fireworks is covered with Five Million Dollars in Auto-Insurance satisfying all D.O.T. requirements!

As well as Insurance requirements for our Displays, all of our Products are covered with Products Liability Insurance!

The background of the entire page is a stylized American flag. It features a black field with white stars and horizontal white stripes. The stars are arranged in a grid pattern, and the stripes are horizontal. The flag is framed by a thick black border.

SAFETY!

Every show has a crew of Pyrotechnicians capable of setting up & firing the display SAFELY and PROMPTLY. All of our Pyrotechnicians go through strict training programs with years of apprenticeship preceding their certification with us. All shows have a Lead Pyrotechnician in charge, bringing EXPERIENCE, as well as any required State licenses to the display.

INTERNATIONAL FIREWORKS MFG. CO. is registered with the Department of Transportation (D.O.T.). All of our drivers possess a Commercial Drivers License (CDL) with special attention to the loading & handling of Hazardous Materials. All fireworks have been tested for stability and given EX#s by the D.O.T.. They are then packed in proper shipping cartons in accordance to UN specification to further ensure SAFETY IN TRANSPORTATION.

All of our equipment exceeds National Fire Protection Codes (NFPA). Finale rack mortars are constructed of H.D.P.E., which is an extremely strong and durable polymer material. Any reloaded shells are done in heavy-duty steel pipe. We incorporate electronic firing in many shows, from small flight segments to fully choreographed productions.

NFPA codes state the distance requirement for a firework is 70 feet per inch of shell diameter. Some state or local laws differ. All proposals are designed accordingly to assure easy acquisition of any required permits.



1933 State Highway #35
#105-292
Wall, NJ 07719
732-684-0142

Quote

Name/Address
City of Long Branch 344 Broadway Long Branch, NJ 07740
ATTN: Barry Stein

Date
03/03/16

Quote No.
1307

Event
Thursdays

6/30/16

Item	Description	Qty	Cost	Total
Standard PA	24 channel 3 way stereo house	1	425.00	425.00
			Total	\$425.00



1933 State Highway #35
#105-292
Wall, NJ 07719
732-684-0142

Quote

Name/Address
City of Long Branch 344 Broadway Long Branch, NJ 07740
ATTN: Danna Kawut

Date	Quote No.	Event	
03/03/16	1308	Thursdays	7/28/16

Item	Description	Qty	Cost	Total
Standard PA	24 channel 3 way stereo house	1	425.00	425.00
			Total	\$425.00



1933 State Highway #35
#105-292
Wall, NJ 07719
732-684-0142

Quote

Name/Address
City of Long Branch 344 Broadway Long Branch, NJ 07740
ATTN: Barry Stein

Date	Quote No.	Event
03/03/16	1309	Thursdays

8/11/16

Item	Description	Qty	Cost	Total
Standard PA	24 channel 3 way stereo house	1	425.00	425.00
			Total	\$425.00



1933 State Highway #35
#105-292
Wall, NJ 07719
732-684-0142

Quote

Name/Address
City of Long Branch 344 Broadway Long Branch, NJ 07740
ATTN: Barry Stein

Date	Quote No.	Event
03/03/16	1310	Thursday

8/18/16

Item	Description	Qty	Cost	Total
Standard PA	24 channel 3 way stereo house	1	425.00	425.00
Total				\$425.00



1933 State Highway #35
#105-292
Wall, NJ 07719
732-684-0142

Quote

Name/Address
City of Long Branch 344 Broadway Long Branch, NJ 07740 ATTN: Danna Kawut

Date 03/03/16	Quote No. 1304	Event Sundays
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Item	Description	Qty	Cost	Total
Standard PA	24 channel 3 way stereo house 3 shows starting on 6/12/16	3	425.00	1,275.00
Total				\$1,275.00



1933 State Highway #35
#105-292
Wall, NJ 07719
732-684-0142

Quote

Name/Address
City of Long Branch 344 Broadway Long Branch, NJ 07740
ATTN: Danna Kawut

Date	Quote No.	Event
03/03/16	1305	Sundays

Item	Description	Qty	Cost	Total
Standard PA	24 channel 3 way stereo house 4 shows starting on 7/10/16	4	425.00	1,700.00
			Total	\$1,700.00



1933 State Highway #35
#105-292
Wall, NJ 07719
732-684-0142

Quote

Name/Address
City of Long Branch 344 Broadway Long Branch, NJ 07740
ATTN: Danna Kawut

Date	Quote No.	Event
03/03/16	1306	Sundays

Item	Description	Qty	Cost	Total
Standard PA	24 channel 3 way stereo house 4 shows starting on 8/7/16	4	425.00	1,700.00
Total				\$1,700.00

R# 71-16

**RESOLUTION TO REFUND
OVERPAYMENT OF
2016 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2016 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2016 taxes in the amount of \$609.66.

BLOCK	LOT	QUAL.	OWNER	AMOUNT
142	3.211		Vermell Prince 480 Ocean Avenue, Unit 2K Long Branch, NJ 07740	\$286.59
263	4		Ernest & Betty Wedner 398 W. Columbus Places Long Branch, NJ 07740	\$323.07

OFFERED: Siranni
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KERRY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4-12-16
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS _____ DAY OF _____ 20_____
MUNICIPAL CLERK, R.M.C.

R# 72-14

RESOLUTION RELEASING ESCROW DEPOSITS

PROJECT: Emgee Realty
BLOCK: 127
LOT: 5

WHEREAS various guarantees have been posted for the above referenced project and,

WHEREAS the applicant has requested return of said guarantees, and,

WHEREAS the Assistant City Planner has recommended the release of said guarantees,

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the following escrow fund balances:

Application Escrow E14-501-105 \$ 11,628.41

in the total amount of \$11,628.41, plus accrued interest if applicable, to:

Emgee Realty LLC
3 Club Circle
Monmouth Beach, NJ 07750

OFFERED: Simanni
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 4-12-16
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 14th DAY OF APRIL 2016
Kathy L. Schele
MUNICIPAL CLERK, R.N.J.

R# 73-16

RESOLUTION RELEASING GUARANTEES

PROJECT: Debree LLC, Milano Townhomes
BLOCK: 302
LOT: 20

WHEREAS Guarantees have been posted for the above referenced project, and,

WHEREAS the project has been completed and the applicant has requested return of said guarantees, and,

WHEREAS the City Planner has recommended said the release of all guarantees.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the following balances, plus accrued interest if applicable:

Escrow Deposit (600-202)	\$ 2,434.46
Escrow Deposit (700-187)	\$ 356.47
Escrow Deposit (500-835)	\$ 41.89
Total Cash Refund	<u>\$ 2,832.82</u>

Surety Bond Release:
American Southern Insurance Co. #B98809023150

BE IT FURTHER RESOLVED that said refund be sent to:

Debree LLC
32 Cloverdale Circle
Tinton Falls, NJ 07724

OFFERED: Sirianne
 SECOND: Bastelli
 AYES: 5
 NAYES: 0
 ABSENT: 0
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 4-12-16
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 14th DAY OF April 2016
Kathy L. Schemel
 MUNICIPAL CLERK, R.M.

R# 74-16

RESOLUTION RELEASING GUARANTEES

PROJECT: CVS
BLOCK: 289
LOT: 1-5

WHEREAS Guarantees have been posted for the above referenced project, and,

WHEREAS the project has been completed and the applicant has requested return of said guarantees, and,

WHEREAS the City Planner has recommended said the release of all guarantees.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the following balances, plus accrued interest if applicable:

Escrow Deposit (600-209)	\$ 28,997.42
Escrow Deposit (600-210)	\$ 2,810.33
Total Cash Refund	<u>\$ 31,807.75</u>

Surety Bond Release#012023139 \$260,019.00
Surety Bond Release#012023140 \$25,200.00

BE IT FURTHER RESOLVED that said refund be sent to:

First Hartford Realty Corp -CVS
149 Colonial Rd.
Manchester, CT 06045

OFFERED: Sirianni
 SECOND: Bastelli
 AYES: 5
 NAYES: 0
 ABSENT: 0
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
 REGULAR MEETING HELD ON 4-12-16
 IN WITNESS WHEREOF, I HAVE HEREBY SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 12th DAY OF April 2016
Kathy Schmidt
 MUNICIPAL CLERK, I.L.C.

RESOLUTION DESIGNATING BLACK RIDGE REALTY, INC. AS A REDEVELOPER FOR A PORTION OF BEACHFRONT SOUTH AND AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT.

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a) of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“LRHL”), the Mayor and Council adopted a Resolution duly designating an area in the City as an area in need of redevelopment (“Redevelopment Area”) as defined by N.J.S.A. 40A:12A-5(a)-(e); and

WHEREAS, on May 14, 1996, the Mayor and Council enacted Ordinance No. 15-96 adopting the Oceanfront-Broadway Redevelopment Plan (“Redevelopment Plan”) for the designated Redevelopment Area; and

WHEREAS, the Mayor and Council serves as an instrumentality and agency of the City pursuant to the LRHL for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City (“Redevelopment Agency”); and

WHEREAS, in or about August 2015, Black Ridge Realty, Inc. (“Black Ridge”) submitted a request for Qualifications (RFQ) outlining its experience and qualifications as a candidate to redevelop a portion of the Beachfront South Sector of the Redevelopment Area and submitted a Request for Proposal (RFP), outlining a concept for such proposed development (the “Proposed Project”) of properties located at 345 Ocean Avenue and designated on the City of Long Branch Tax Map as Block 216, Lot 14.01 (the “Property”); and

WHEREAS, the Redevelopment Design Review Committee (the “DRC”) and City financial consultants have reviewed the RFQ determined that Black Ridge has preliminarily demonstrated its experience and qualifications to develop the Properties, subject to verification of its ability to finance and construct the Proposed Project once the design details are finalized for the Proposed Project; and

WHEREAS, the DRC has reviewed the RFP and has met with Black Ridge and reviewed its design concepts for the Proposed Project and has determined that the Proposed Project, at the conceptual level, meets the goals and objectives of the Redevelopment Plan; and

WHEREAS, the Property is subject to the requirements of the Redevelopment Plan, the Design Guidelines Handbook 1, outlining the development standards for the Redevelopment Area generally, and Design Guideline Handbook 6, outlining the development standards specifically for the Beachfront South Sector (“Design Guidelines”); and

WHEREAS, on September 8, 2015, Black Ridge appeared before the Mayor and Council of the City during a public meeting and presented the Proposed Project for the development of the Property; and

WHEREAS, while the Council believed that the Proposed Project required further refinement in certain design details, on September 24, 2015, the Council adopted Resolution 231-15, conditionally-designating Black Ridge as a redeveloper for the Property, subject to further review and refinement of Black Ridge's plans to construct and finance the Proposed Project and the negotiation and execution of a redevelopment agreement setting forth the respective rights and obligations of the parties in connection with such redevelopment; and

WHEREAS, pursuant to Resolution 231-15, if the DRC was unable to finalize the Project design and the Redevelopment Committee was unable to successfully negotiate a satisfactory redevelopment agreement within one hundred and twenty (120) day period, the City would determine whether to extend negotiations or cease negotiations and de-designate Black Ridge as redeveloper for the Property; and

WHEREAS, the Redevelopment Committee has been working collaboratively with to refine and improve the Project Concept and have been discussing items to be addressed in a redevelopment agreement for a project for the Property; and

WHEREAS, Black Ridge is expected to make certain design modifications and progress implementation of a project for the Property and has provided materials supporting the financing plan for the Project and its ability to finance the Project, as well as a more-detailed revised Project Concept, which materials are still under review by the Redevelopment Committee; and

WHEREAS, the Redevelopment Committee has advised that it believes while the parties have made progress additional time is necessary to finalize the Project Concept and redevelopment agreement and, therefore, recommends an extension of Black Ridge's conditional-designation so that the parties may proceed to finalize the Project Concept and complete negotiations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that Black Ridge Realty, Inc.'s conditional redeveloper designation be and hereby is extended for an additional one hundred and twenty (120) days.

BE IT FURTHER RESOLVED that Black Ridge shall replenish and maintain all required escrows during the term of this conditional-designation.

BE IT FURTHER RESOLVED that such conditional-designation shall be effective until May 24, 2016 (an additional one hundred and twenty (120) days from the current expiration date), during which time period the City shall not solicit any other redevelopment proposals for the Property and shall engage in exclusive negotiations with Black Ridge with respect to the Property.

BE IT FURTHER RESOLVED that the Redevelopment Committee is hereby authorized and directed to work with Black Ridge to finalize the project design and its plans to construct and finance the Proposed Project and to engage in negotiations of a redevelopment agreement with Black Ridge to address the respective rights and obligations of the parties, including but not limited to a development schedule, public contributions and/or off-site

infrastructure/public elements, such redevelopment agreement being subject to review and approval by the City Council and the execution to be authorized by City Council resolution.

BE IT FURTHER RESOLVED the Redevelopment Committee is hereby authorized and directed to work collaboratively with Black Ridge to refine the Proposed Project and assure that the Proposed Project meets the requirements of to Design Guidelines.

BE IT FURTHER RESOLVED that if Black Ridge cannot finalize the Project Plans so that they meet all of the requirements of the Design Guidelines and/or the Redevelopment Committee is unable to successfully negotiate a satisfactory redevelopment agreement and present such proposed redevelopment agreement to the City Council on or before May 24, 2016, the Redevelopment Committee shall, prior to the expiration of such one hundred and twenty (120) days, report the status of the design review and negotiations to the Council and make recommendation to the Council, based upon which the Council shall determine, in its sole discretion, to either (a) extend the time for such design review and negotiations for a reasonable period of time, if such extension is deemed likely to result in a Design Guidelines compliant project and a satisfactory agreement, or (b) cease such negotiations and de-designate Black Ridge as a conditional redeveloper for the Property.

BE IT FURTHER RESOLVED that this conditional-designation does not constitute an approval of any specific concept plan presented to date, which approval shall be evidenced by reference to a final full, coordinated, dated and signed set of plans and an executed redevelopment agreement, nor shall this conditional-designation be deemed to vest or secure any approval, right or interest with respect to the Redevelopment Area, the Property, the development thereof or any specific concept plan, absent an executed redevelopment agreement setting forth any such rights of the parties.

MOVED: *Simanni*
SECONDED: *Bastelli*

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 4-12-16
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 13th DAY OF April, 2016
Kathy L. Schmeltz
MUNICIPAL CLERK, E.I.S.G.

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is entered into this _____ day of April, 2016 by and between **THE CITY OF LONG BRANCH** (hereinafter referred to as the “City”), a municipal corporation and body politic of the State of New Jersey, having its offices at 344 Broadway, Long Branch, New Jersey 07740, and **BLACKRIDGE REALTY, INC.**, a New Jersey corporation established and operated within the State of New Jersey with its principal place of business located at 200 Central Avenue Mountainside, New Jersey 07092, (hereinafter referred to as “Redeveloper”) (referred to collectively as the “Parties”).

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a), the Mayor and Council adopted a Resolution duly designating an area in the City as an area in need of redevelopment (“Redevelopment Area”) as defined by the N.J.S.A. 40A:12A-5(a)-(e); and

WHEREAS, on May 14, 1996, the Mayor and Council adopted Ordinance #15-96 adopting the Oceanfront-Broadway Redevelopment Plan (the “Redevelopment Plan”) for the Redevelopment Area; and

WHEREAS, the Mayor and Council serves as an instrumentality and agency of the City pursuant to the provisions of the *Local Redevelopment and Housing Law*, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. (the “LRHL”) for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City; and

WHEREAS, Redeveloper has proposed a plan for the redevelopment of a portion of the Redevelopment Area containing properties located between Ocean Avenue and Ocean Boulevard and designated on the City of Long Branch Tax Map as Block 216, Lots 9, 10, 14.01 and 25 (the “Properties”); and

WHEREAS, the Property is subject to the requirements of the Redevelopment Plan; and

WHEREAS, pursuant to the Redevelopment Plan, the Property is located in the Beachfront South Sector of the Redevelopment Area and further subject to the Design Guidelines Handbooks 1 and 6 (the “Design Guidelines”); and

WHEREAS, Redeveloper was conditionally-designated as redeveloper of the Property on September 24, 2015, the Council adopted Resolution #231-15, and has been engaged in a collaborative design process and negotiation of a redevelopment agreement for a proposed project for the Property; and

WHEREAS, N.J.S.A. 40A:12A-8 (e) and (f) authorize the City to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, on February 23, 2016, Redeveloper appeared before the Mayor and Council and the public to present its proposed project; and

WHEREAS, the City finds the current proposal as set forth and further defined in the Project drawings, architectural renderings, Landscape Plan and draft Site Plan, attached hereto as **Exhibit A** (the "Project") generally consistent with the Redevelopment Plan and Design Guidelines; and

WHEREAS, it is now the intention of the Parties to enter into this Agreement to further define and memorialize the respective obligations of the Parties with regard to proceeding with the redevelopment of Project upon the Property.

NOW THEREFORE, in consideration of the mutual premises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Defined Terms.

The Parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the respective meanings specified below and such definitions shall be applicable equally to the singular and plural forms of such terms.

"Applicable Law" means any and all federal, state, county and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

"Certificate of Completion" A written certificate issued by the City in accordance with Section 4.2 of this Agreement, which shall acknowledge that Redeveloper has performed all of its duties and obligations pursuant to this Agreement relative to a certain unit or aspect of the Project, if applicable, whose issuance shall serve to release the relevant unit or aspect of the Project and Redeveloper from all terms, obligations and conditions contained in this Agreement and in the Applicable Law.

"Certificate of Occupancy" As defined in the Uniform Construction Code at N.J.A.C. 5:23.1.4, and as may be issued by the City relative to a particular unit or aspect of the Project indicating that such unit or aspect of the Project has been completed in accordance with the construction permit, the Uniform Construction Code and any Applicable Law.

"Completion", "Complete" or "Completed" means (i) that all work related to the Project in its entirety, has been completed, acquired and installed in accordance with the terms of this Agreement, the Redevelopment Plan, and in compliance with all Applicable Laws so that the developed Property may be used and operated under the applicable provisions of this Agreement, and (ii) that all permits, licenses and approvals required for the Property are in full force and effect. Completion shall be evidenced by the issuance of a Certificate of Completion.

“Effective Date” means the date that the last party executes this Agreement.

“Governmental Approvals” or **“Approvals”** means any approvals, authorizations, permits, licenses or certificates required and issued or granted by any governmental authority(ies) having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project in accordance with the Redevelopment Plan, Applicable Law and this Agreement.

“Impositions” means all taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, connection fees, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Property or on any of the Improvements constructed thereon.

“Improvements” means all buildings, structures and appurtenances including, without limitation, facilities and amenities, telecommunications equipment, surface parking or a structured parking facility, infrastructures, roads, fill, utilities, catch basins, curbs, site lighting, traffic striping, signage and demarcations, fire hydrants, retaining walls, sidewalks, walkways, landscaping, open space treatments and all other improvements constructed on or installed upon or within, or to be constructed on or installed upon or within, the Property and the streets immediately abutting the Property.

“Planning Board” means the City of Long Branch Planning Board.

“Project” means the development of Improvements, as more specifically described in Exhibit A to this Agreement and in Redeveloper’s site plan to be filed with the Planning Board in, on and around the Property pursuant to the terms set forth in this Agreement.

“Project Schedule” means the schedule attached hereto as **Exhibit B** which designates the order of and timeframes for the permitting and construction of the Improvements on the Property.

ARTICLE 2 – DESCRIPTION OF PROJECT

2.1 **Purpose; Designation as Redeveloper.** The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the City and Redeveloper in connection with the development of the Property by Redeveloper. The City hereby affirms and agrees that Redeveloper is designated and appointed as the exclusive redeveloper of the Property. In connection with such designation and appointment, Redeveloper has the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Property as permitted in the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Property will only be authorized and may only be undertaken by Redeveloper under the framework and in accordance with the terms of this Agreement and the Redevelopment Plan and Design Guidelines. Further, the City agrees that, absent a Default by Redeveloper, it will not negotiate or entertain for the provision of another redeveloper or developer for the Property or any portion thereof.

2.2 Project Description. The Project shall consist of one six story building containing forty (40) residential market rate units and associated improvements, as more particularly described in Exhibit A hereto.

2.3 Project Development. The Project shall be designed and developed in accordance with the Redevelopment Plan, Design Guidelines and Exhibit A hereto. The City agrees that the Project as set forth on Exhibit A complies with the Redevelopment Plan and Design Guidelines. Any modifications that would trigger a "d" variance pursuant to N.J.S.A. 40:55D-70(d) shall require the Redeveloper to request an amendment to the Redevelopment Plan, which request may be granted or denied in the City's sole but reasonable discretion. Any modifications from the Redevelopment Plan that would be deemed a "design waiver" shall be submitted to the Planning Board for consideration as part of the site plan application by Redeveloper, subject to prior review and approval of the City's sole but reasonable discretion.

2.4 Amendment of Development and Design Concepts. Design concepts for the Project may be modified by Redeveloper from time to time, as approved by the Parties, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts physically or economically impractical. Such modifications shall be subject to the review and approval of the City. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the City for consistency with the Redevelopment Plan and Design Guidelines and approved by the City's, in its sole but reasonable discretion, prior to filing for same before the Planning Board.

It is acknowledged by the Parties that certain specific elements of the Project as shall be approved by the City and its consultants, including but not limited to exterior building materials, quality of exterior finishes and designs, exterior architectural elements, and landscaping features, are material consideration for the City's approval of the Project and Redeveloper is obligated under this Agreement to construct the Project in accordance with such specific exterior elements and/or materials as have been approved unless the Redeveloper utilizes materials, finishes, design elements or landscaping features of like or equal quality as those which have been approved by the City, which deviations the City not unreasonably deny if it is satisfied that the proposed materials, elements and/or features are of a substantially equivalent quality.

2.5 Development Schedule. Redeveloper shall construct the Project or cause the Project to be constructed in accordance with the Project Schedule attached hereto as Exhibit B, subject to delay caused by an Uncontrollable Circumstance, as defined in Article 10 of this Agreement.

2.6 Qualified Entities.

(a) The Project will, at Redeveloper's option, be developed, in whole or in part, by (i) Redeveloper, (ii) any partnership, corporation, limited liability company or other legal entity to which Redeveloper and/or any affiliate of Redeveloper is the sole beneficial owner, or (iii) any partnership, corporation, limited liability company or other legal entity to

which Redeveloper and/or any affiliate of Redeveloper are collectively the sole beneficial owners, subject to the review of the City.

(b) A "Qualified Entity" is a partnership, corporation, limited liability company or other legal entity which has demonstrated to the reasonable satisfaction of the City that:

- (i) It has the financial capacity to undertake the development, construction and operation of the Property in question, including, without limitation, the capacity to obtain financing, to provide appropriate security (such as performance and completion bonds) and to otherwise satisfy its obligations with respect to the development of the Property;
- (ii) It is able to comply with and conform to all of the provisions of this Agreement as they relate to the development of the Property in the Redevelopment Area and expressly assumes all such obligations;
- (iii) No petition under federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such entity, or any partnership in which such entity was or is a general partner or any entity in which such entity was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of ten (10%) percent (and, in the case of an involuntary proceeding, such proceeding has not been terminated within sixty (60) days of its commencement) within the ten (10) full calendar years preceding the date of submission of such entity's application for consideration as a Qualified Entity;
- (iv) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding, (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and members of such entity, is not a target of a criminal investigation;
- (v) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the City or Redeveloper which has been terminated due to a default by such individual, partnership or entity or which is

currently the subject of a dispute in which the City or Redeveloper alleges such default, nor is such individual, partnership or entity an adverse party in any currently pending litigation involving the City or Redeveloper;

- (vi) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or State law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision;
- (vii) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not violated any City, State, or Federal ethics law and entering into the proposed transaction with Redeveloper and the City will not cause any such violation or result in a conflict of interest; and
- (viii) It shall comply with any other conditions that the City may find reasonably necessary in order to achieve and safeguard the purposes of the Redevelopment Plan.

(c) Redeveloper as Qualified Entity. Redeveloper represents and warrants herein that it meets the above criteria for a Qualified Entity and, based upon such representation, Redeveloper is hereby deemed a Qualified Entity.

(d) Qualified Entity Approval Process. Redeveloper shall provide written notice to the City of any entity which Redeveloper desires be approved by the City as a Qualified Entity. Within thirty (30) calendar days after the date of such notice from Redeveloper, the City shall provide written notice to Redeveloper either 1) requesting additional information concerning the proposed entity, 2) approving such entity as a Qualified Entity, or 3) refusing to approve of such entity as a Qualified Entity, setting forth the basis for such denial, with reference to the conditions set forth in Section (b)(i) through (viii) above. Approval by the City of an entity as a Qualified Entity shall authorize such entity to be considered a Redeveloper or hold a beneficial interest in Redeveloper. In the event of a denial by the City of an entity as a Qualified Entity as provided above, or in the event the City requests additional information, Redeveloper may resubmit its request to the City that the subject entity be approved as a Qualified Entity, and Redeveloper shall in such resubmitted request set forth additional information and/or such reasons that demonstrate why Redeveloper believes the subject entity to be a Qualified Entity. Within fifteen (15) calendar days after the date of such further request from Redeveloper, the City shall provide written notice to Redeveloper stating whether the City approves of such entity as a Qualified Entity and, if the City does not approve of such entity as a Qualified Entity, the basis for such denial, with reference to the conditions set forth in Section (b)(i) through (viii) above.

ARTICLE 3 PROCEDURES GOVERNING REVIEW AND APPROVAL OF APPLICATIONS FOR REDEVELOPMENT OF PROJECT

3.1 Procedures; General. The process shall consist of an application to the City and City Planning Board for review and approval of a site plan for the Project to be developed pursuant to this Agreement. The development process shall be in accordance with the LRHL and the New Jersey Municipal Land Use Law (“MLUL”). Nothing herein is intended to restrict the exercise of the Planning Board’s governmental authority with respect to applications for site plan approval under duly adopted rules and regulations or to in any way alter the procedures established for challenging the exercise of such authority pursuant to the MLUL. This procedure shall be used for all development applications by Redeveloper.

3.2 Application for Project.

(a) Application. Redeveloper shall submit to the City a full Planning Board application and set of documents for approval of a proposed development pursuant to the (the “**Application**”) prior to submission to the Planning Board. The City will submit the Application for a pre-application review by the New Jersey Department of Environmental Protection (NJDEP). Redeveloper may submit its Application to the Planning Board at any time after the earlier of (i) NJDEP providing comments to the Application or (ii) the City meeting with NJDEP to discuss the Application.

(b) Redevelopment Plan Application Requirements. The Application shall include information sufficient to determine compliance with applicable provisions of the Redevelopment Plan encompassing the following:

- (i) Plans depicting existing rights-of-way and easements in the portions of the Redevelopment Area that are the subject of the Application.
- (ii) Architectural renderings of the proposed development.
- (iii) Plans noting the use, location, plan area, setbacks, height and bulk of all existing and proposed structures within the portions of the Redevelopment Area that are the subject of the Application and their consistency with the Redevelopment Plan.
- (iv) Plans showing vehicular parking and loading areas and a layout of pedestrian and vehicular circulation patterns in relation to the buildings that are the subject of the Application.
- (v) Landscape plans sufficient to show general design concepts, including but not limited to lighting and signage design.

- (vi) A schedule that generally reflects the phasing of construction, as necessary and within the time period(s) set forth in the Project Schedule attached as Exhibit B hereto.
- (vii) A list of any requirements in the Redevelopment Plan from which Redeveloper seeks design waiver relief and the basis upon which such relief is requested.
- (viii) Such other information as may be reasonably required of the professionals employed by the Planning Board in writing no sooner than ten (10) calendar days prior to any hearing before the Board on the application, so as to afford Redeveloper an adequate opportunity to review and respond to such reports prior to the aforesaid Board hearing.

3.3 Other Governmental Approvals. It is acknowledged by both parties that it may be necessary for Redeveloper to obtain Approvals or permits from other governmental agencies in order to undertake development of the Project. Redeveloper agrees that it will take all necessary steps to prepare and apply for and proceed diligently to attempt to obtain any needed permits and Approvals for the Project in a timely fashion and utilizing commercially reasonable efforts. The City agrees to provide any pertinent information in its possession and to provide any reasonable assistance, without cost or expense to the City, which may be required of it to enable Redeveloper to properly apply for and obtain such permits or Approvals in a timely fashion, including making applications in the name of the City if requested by Redeveloper or if required by law to do so. The City agrees to support and endorse any applications for any Governmental Approvals required for the Project. Redeveloper shall report to the City on a monthly basis the status of such applications and Approvals.

3.4. CAFRA. The requirements of the Coastal Area Facilities Review Act (CAFRA) shall be addressed through compliance with the Redevelopment Area Permit, as set forth in N.J.A.C. 7:7-7.4 (30 N.J.R. 645 (1998)).

ARTICLE 4- CONSTRUCTION OF PROJECT

4.1. Suspension of Construction.

Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project or Property, except in the event of an occurrence of an Uncontrollable Circumstance, as set forth in Article 10 herein.

If Redeveloper shall abandon or substantially suspend construction activities on the Project for a period in excess of one hundred and twenty (120) consecutive days for reasons other than an Uncontrollable Circumstance, and the suspension or abandonment is not cured,

remedied or explained in writing within fifteen (15) calendar days after written demand by the City to do so, then such shall constitute an Event of Default by Redeveloper under this Agreement and the City shall have the right to seek any remedies pursuant to this Agreement and all other remedies available to the City at law or in equity.

4.2. Certificates of Occupancy and Certificate of Completion.

(a) Upon completion of the construction of the Improvements and/or each Phase or unit, as may be applicable, in accordance with the Governmental Approvals, Redeveloper may apply to the City for a Certificate of Occupancy for the Project or completed Phase(s) or unit(s).

(b) Upon completion of the overall Project, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Law(s), the City shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of the Applicable Law(s), the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to Redeveloper's construction of the Project. Upon issuance of a Certificate of Completion (a) the agreements restrictions and covenants set forth in Section 6 hereof shall cease and terminate, except for those covenants and restrictions set forth in Section 6 hereof which shall survive in accordance with the terms of Section 6, (b) the conditions determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and (c) the land and Improvements constituting the Project and the Property shall no longer be subject to eminent domain based upon such conditions. If the City shall fail or refuse to provide the Certificate of Completion within twenty (20) days after written request by Redeveloper, the City shall provide to Redeveloper a written statement setting forth in detail the respects in which it believes that Redeveloper has failed to complete the Project, or portion thereof, in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, Redeveloper may record it in the Monmouth County Clerk's office.

(c) The City acknowledges that to facilitate closings upon sales of completed units, if any, Redeveloper may need issuance of a Certificate of Completion on a unit-by-unit basis. Accordingly, if requested by Redeveloper, the City agrees to issue Certificates of Completion on a unit-by-unit basis for those units for which a contract of sale has been entered into.

4.3 Design Elements.

(a) Utility services and electrical lines: The cost for utility upgrades and installations servicing the Property shall be the responsibility of Redeveloper.

(b) Streetscape improvements: All costs for streetscape improvements on the Property are the responsibility of Redeveloper. This includes landscaping, lighting, public furniture and all other on-site improvements located between the curb and the Improvements. This is separate and apart from any obligation for contribution to streetscape improvements pursuant to Article 5 herein.

(c) Redeveloper will be responsible for its proportionate share of costs of sewer extension to the site subject to separate agreement with Long Branch Sewer Authority.

4.4 Contribution To Costs And Financial Obligations

(a) Redevelopment Fee. Redeveloper shall pay “**Administrative Fee**” as established by City Ordinance in the amount of \$100,000.00 upon execution of this Agreement.

(b) Escrow Fees.

(i) City Costs. City Costs shall include, but not be limited to any reasonable fees and costs of any professional consultant, contractor or vendor retained by the City to present or endorse the Project in connection with any Governmental Approvals or completing due diligence with respect to the terms of the Redevelopment Agreement or other ancillary agreements between the Parties and for legal and other fees in completing oversight and assistance in the implementation of the Project and in preparing documentation necessary to memorialize the agreements of the Parties including attorneys and financial consultants, among others, and all other reasonable out-of-pocket costs and expenses of the City incurred in its assistance in implementation of the Project or in connection with the defense of any approvals of the Project, pursuant to the LRHL, N.J.S.A. 40A:12A-8(e) and (f). Redeveloper has previously established an escrow account with the City to be maintained in the amount of fifteen thousand dollars (\$15,000.00), as part of Redeveloper’s conditional-designation for the funding of City Costs incurred by the City in connection with the Project. Redeveloper shall maintain such escrow account until as an obligation hereunder until the issuance of a Certificate of Completion.

Should the above amount be insufficient to cover City Costs, within fifteen (15) days of the receipt by Redeveloper of written notice from City that the amount in the escrow account has decreased to two thousand and five hundred dollars (\$2,500.00), Redeveloper shall replenish the escrow account with the City to the amount of fifteen thousand dollars (\$15,000.00). If the City Costs incurred by City exceed the amount in the escrow account,

Redeveloper will pay such costs upon fifteen (15) days written notice from City that such costs are due.

- (ii) Planning Board. The Redeveloper shall post with the Planning Board such reasonable escrow fees as necessary to reimburse the Planning Board for its professional, expert, engineering and legal costs incurred in the application review and determination process in accordance with the provisions of the MLUL.

ARTICLE 5-DEVELOPER CONTRIBUTIONS

Redeveloper agrees to pay a contribution, pursuant to the Incentive's Section of the Design Guidelines and N.J.S.A. 40A:12A-8, in the amount of \$50,000. The Parties agree that this contribution is anticipated to be dedicated to costs for improvements along and adjacent to Ocean Boulevard, pursuant to plans approved by the City and the Monmouth County Planning Board. The Contribution shall be payable as a pre-condition to the issuance of Construction Permits. As of the execution of this agreement, the Parties are still discussing the details of such plans and estimated costs. In the event that it is determined that the contribution cannot be applied to the Ocean Boulevard Improvements, then the City shall dedicate the Contribution to another public, infrastructure, right of way or other redevelopment project that benefits the Beachfront South Redevelopment Sector.

The Redeveloper reserves its right to apply to the City for a Real Estate Tax Exemption, Tax Abatement, or Payment In Lieu Of Taxes ("PILOT") pursuant to N.J.S. 40A:21-1 et seq. and N.J.S. 40A:20-1 et seq. Therefore, the execution of this Agreement by either party as to the terms and conditions herein shall not preclude, prohibit, impede or create a presumption that the Redeveloper is not reserving its rights as set forth herein, or is not entitled to pursue and receive a Tax Exemption/Abatement, or PILOT, and if there should be such an Application the City will consider same on the merits of said Application. This provision shall not be read to create a presumption that the City will grant any such Application but only that the City will consider such Application on its merits. In the event that the City did approve a PILOT, Redeveloper agrees to pay an additional contribution to off-site public improvements and/or infrastructure in the amount \$25,000.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

6.1 Redeveloper's Representations and Warranties. Redeveloper hereby represents and warrants to, and covenants with the City that:

(a) Organization. Redeveloper is a limited liability company duly formed under the laws of the State of New Jersey and validly existing and in good standing under the laws of the State of New Jersey with all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by Redeveloper of this Agreement has been duly authorized by all necessary action and will not

violate the certificate of formation, operating agreement or any other formation or operating document of Redeveloper or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which Redeveloper is a party or by which Redeveloper may be bound or affected.

(c) Valid and Binding Obligations. The person executing this Agreement on behalf of Redeveloper has been duly authorized and empowered and this Agreement has been duly executed and delivered by Redeveloper and constitutes the valid and binding obligation of Redeveloper.

(d) Litigation. No suit is pending against Redeveloper which could have a material adverse effect upon Redeveloper's performance under this Agreement or the financial condition or business of Redeveloper. There are no outstanding judgments against Redeveloper that would have a material adverse affect upon Redeveloper or which would materially impair or limit of the ability of Redeveloper to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which Redeveloper is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, Redeveloper has not received any notices asserting any noncompliance in any material respect by Redeveloper with applicable statutes, rules and regulations of the United States, the State of New Jersey or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have a material adverse effect on Redeveloper's ability to perform its obligations under this Agreement. Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

(g) Qualifications of Redeveloper. Redeveloper is fully experienced and properly qualified to undertake the responsibilities and perform the work provided for in, or contemplated under, this Agreement and it is properly equipped, organized and in good financial standing so as to perform all such work and undertake all such responsibilities hereunder.

(h) Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the sole purpose of redevelopment of the Property and not for speculation in land holding.

(i) Redeveloper has performed due diligence of the Property and is not aware of any environmental contamination on the Property. In the event of the discovery of such environmental contamination, Redeveloper shall be the solely responsible for any required environmental mitigation and or/remediation and shall diligently pursue such efforts as necessary to fulfill its obligations hereunder.

(j) Redeveloper shall work cooperatively with the City and other

redevelopers of projects in the Beachfront South Sector of the Redevelopment Area to provide for coordinated grading and landscaping among and between the project properties.

6.2 City's Representations and Warranties. The City hereby represents and warrants to, and covenants with, Redeveloper that:

(a) Organization. The City is a public body corporate and politic and a political subdivision of the State of New Jersey. The City has all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the City of this Agreement are within the authority of the City under, and will not violate, the statutes, rules and regulations establishing the City and governing its activities, have been duly authorized by all necessary Resolution(s) and/or Ordinances and will not result in the breach of any material agreement to which the City is a party or, to the best of its knowledge and belief, any other material agreement by which the City or its material assets may be bound or affected.

(c) Valid and Binding Obligations. The person executing this Agreement on behalf of the City has been duly authorized by Resolution to execute this Agreement, has been duly executed and delivered by the City and constitutes the valid and binding obligation of the City.

(d) Litigation. No suit is pending against or affects the City which could have a material adverse effect upon the City's performance under this Agreement or the financial condition or business of the City. There are no outstanding judgments against the City that would have a material adverse affect upon the City or which would materially impair or limit of the ability of the City to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the City is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, the City has not received any notices asserting any noncompliance in any material respect by the City with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement which would have a material adverse effect on the City's ability to perform its obligations under this Agreement. The City is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

6.3 Redeveloper Declaration of Covenants.

(a) Redeveloper agrees to record, and provide a recorded copy to the City, a Declaration of Covenants and Restrictions (hereinafter referred to as the "Declaration"), with respect to the Property that shall run with the land to all subsequent holders of title, imposing

upon said lands the agreements, covenants and restrictions required by Applicable Law or reasonably necessary to be inserted in the Deeds. All provisions hereinafter with respect to the insertion in or the application to the Deeds of any covenants, restrictions and agreements shall apply equally to the Declaration and such covenants, restrictions and agreements shall be inserted in and apply to the Declaration, whether or not so stated in such provisions.

(b) Description of Covenants and Restrictions.

The Covenants and Restrictions to be imposed upon the Redeveloper, its successors and assigns, herein and recorded in the Deeds and the Declaration, shall set forth that the Redeveloper and its successors, transferees and assigns shall:

- (i) Devote the Property to the uses specified in the Redevelopment Plan, as may be amended, and as agreed herein, and shall not devote the Property to any other uses, which the City acknowledges the proposed uses for the Project do comply with the Redevelopment Plan;
- (ii) Pursuant to the applicable law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status in the sale, lease, rental, use or occupancy of the Property or any buildings or structures erected or to be erected thereon, or any part thereof;
- (iii) In the sale, lease or occupancy of the Property or any part thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the land or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status, and the Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status to the extent required by the Applicable Law;
- (iv) Not sell, lease or otherwise transfer the Property, or any part thereof, without the written consent of the City, except for Permitted Transfers as specifically provided in this Agreement.

(c) Effect and Term of the Covenants and Restrictions.

Subject to the provisions of Article 6 hereof it is intended and agreed, and the Deeds and the Declaration shall so expressly provide to the extent permitted by Applicable Law, that the Covenants and Restrictions set forth in Article 6 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this

Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof, with the exception of end user purchasers of residential units. It is further intended and agreed that the Covenants and Restrictions set forth in Article 6 hereof shall remain in effect until the issuance by the City of a Certificate of Completion, as provided in Section 4.2, hereof, (at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate), except, however, that the Covenants and Restrictions provided in Sections 6(b) (ii) and (iii), hereof shall remain in effect without limitation as to time; provided that, until their termination as provided above, such Covenants and Restrictions shall be binding on the Redeveloper itself, each successor in interest to the Project, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successors, transferees or party shall have title to, or an interest in, or possession or occupancy of the Property, and the Improvements constructed thereon or any part thereof.

(d) Enforcement by City.

In amplification, and not in restriction of the provisions of this Article 6, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the Covenants and Restrictions set forth in Section 6(b) hereof both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City for the entire period during which such Covenants and Restrictions shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such Covenants and Restrictions relate. The City shall have the right, in the event of any breach of any such Covenants and Restrictions, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of such Covenants and Restrictions, to which they or any other beneficiaries of such Covenants and Restrictions may be entitled provided that at least thirty (30) days prior written notice be provided to Redeveloper stating alleged violation and demand that Redeveloper cure the same.

ARTICLE 7 – DEFAULT

7.1 Events of Default. Each of the following shall constitute an event of default (hereinafter referred to as an “Event of Default”) by the applicable party, respectively:

(a) Redeveloper is in default in the payment of any sum payable to the City hereunder, as the same shall become due and payable, and such default shall have continued for a period of thirty (30) days after receipt of written notice specifying such default, and demanding that same be remedied;

(b) Any Party or its successor in interest shall violate any of its Covenants, Representations, Declarations, or obligations to perform under the terms of this Agreement and failure shall have continued for a period of thirty (30) days after receipt of written notice

specifying such default (or such longer or shorter time as may be specified herein), and demanding that same be remedied, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion;

(c) Redeveloper shall fail to construct the Project pursuant to the Project Schedule in Exhibit B, subject to the occurrence of an Uncontrollable Circumstance and the provisions of this Agreement, or shall abandon or substantially suspend construction of the Project for a continuous period in excess of ninety (90) days, unless such suspension arises out of an Uncontrollable Circumstance as set forth in this Agreement, and any such default, violation, abandonment, or suspension shall not be cured within thirty (30) days after written demand by the City to do so, or such longer period if incapable of cure within such thirty (30) day period and City agrees to extend such time to cure, provided that Redeveloper has commenced and is diligently prosecuting such cure; or

(d) Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within thirty (30) days after written demand by the City to do so, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion; or

(e) There is, in violation of this Agreement, any transfer of the fee title to the Property or a portion thereof, except for Permitted Transfers as provided in Section 13.2, and such violation shall not be cured within thirty (30) days after written demand served upon the Redeveloper by the City; or

(f) Redeveloper is dissolved, or files a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or suspends payment of its obligations, or takes any action in furtherance of the foregoing; or Redeveloper consents to the appointment of a receiver, or an answer proposing the adjudication of Redeveloper as bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, is filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within sixty (60) days from entry thereof, or the Redeveloper consents to the filing of such petition or answer.

7.2. Right to Cure Upon Event of Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor to such party, such party (or successor) shall, within thirty (30) days (or such longer, or shorter, period to the extent expressly provided above) of receiving written notice from another, proceed to cure or remedy such default or breach. In case such action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within such proscribed time, or any extension of such time granted at the discretion of

the non-breaching party, the non-breaching party may pursue its remedies in accordance with this Agreement.

7.3 City's Remedies. If Redeveloper shall fail to timely cure any Event of Default by Redeveloper as set forth in Section 7.1, the City shall be entitled, in its sole and absolute discretion, to terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default, and call any performance or maintenance bond posted as part of site plan approval, in accordance with the terms of this Agreement and Applicable Law, or as otherwise available as a matter of law. Further, the City shall have the right to:

(a) de-designate Redeveloper to the extent the Project has not been started by Redeveloper or, in the event of a default under Section 7.1(c), any portion of the Project that is not Completed, it being understood and agreed that if Redeveloper shall fail to cure any such default in accordance with Section 7.2 before substantial Completion the Project, the City may de-designate Redeveloper for that portion of the Project that is not started by Redeveloper or, in the event of a default under Section 7.1(c), any portion of the Project that is not Completed at that time and for which no Certificate of Occupancy or Certificate of Completion was issued. Such remedy shall not defeat, render invalid or limit in any way the lien or rights or interests of holders of institutional financing as authorized and pursuant to Article 12; and

(b) retain any payments or deposits made by Redeveloper hereunder and any monetary and in-kind contributions for infrastructure improvements.

7.4. Redeveloper's Remedies. If the City shall fail to timely cure any Event of Default by City as set forth in Section 7.1, Redeveloper shall be entitled, in its sole and absolute discretion, to terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default and return of all payments and/or escrows and deposits made by Redeveloper to the City, after the City has fulfilled all obligations for outstanding City Costs.

7.5 Limitation of Liability. The Parties agree that in the event of any Default or breach under this Agreement, the Parties shall look solely to the Parties hereto and their respective property interest in the Project for the recovery of any judgment or damages, and agree that no member, manager, officer, principal, employee, representative or other person affiliated with such party shall be personally liable for any such judgment or damages. In no event shall either Party be responsible for any consequential or punitive damages.

7.6. No Waiver of Rights and Remedies by Delay. Any delay by the aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise) to exercise such rights at a time when, the aggrieved party may still resolve the problems by the default involved; nor shall any waiver in fact made by the aggrieved party with respect to any specific default by the other party under this Agreement be considered or treated as a waiver of

the rights of the aggrieved party with respect to any other defaults by the other party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

7.7. Rights and Remedies Cumulative. The rights and remedies of the Parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative and, except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE 8 – INSURANCE

8.1 Upon commencement of construction and during the remaining term of this Agreement, Redeveloper shall provide and maintain the following insurance in connection with the work to be performed under this Agreement until such work has been Completed, name the City as an additional insured under such policies (other than the Compensation Insurance), and furnish the City with a copy of certificates of insurance evidencing that Redeveloper has obtained such insurance:

(a) Contractor's Comprehensive General Liability and Property Damage Insurance - with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence with respect to comprehensive general liability, bodily/personal injury and property damage and shall include broad-form contractual coverage and indemnification and hold harmless provisions.

(b) Excess Liability Insurance - in the amount of five million dollars (\$5,000,000.00) is to be provided in addition to the above requirements.

(c) Worker's Compensation Insurance - coverage as required by state law for all employees who will be engaged in the work associated with this Agreement. Redeveloper shall require all subcontractors to provide similar worker's compensation insurance for all of their employees, unless those employees are covered under Redeveloper's insurance.

(d) Certificates. All insurance certificates provided by Redeveloper under this Agreement shall stipulate that the insurance will not be changed or canceled without giving at least thirty (30) day's written notice to the City by certified mail.

ARTICLE 9 – INDEMNITY

9.1 Obligation to Indemnify. Redeveloper agrees to indemnify and hold the City and its officials, agents, servants, employees and consultants (collectively, the “**Indemnified Parties,**”) harmless from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith of any kind or nature, however arising, imposed by law or otherwise (including reasonable attorneys’ fees and expenses and experts’ fees and expenses) (collectively, “**Claims**”) which the Indemnified Parties may sustain, be subjected to or be caused to incur, by reason of personal injury, death or damage to property, arising from or in connection with the implementation, construction or maintenance of the Project, or any activities of or on behalf of Redeveloper within the Property, except that to the extent that any such claim or suit arises from the grossly negligent, reckless or intentional or willful wrongful acts or omissions of the Indemnified Parties. The City shall provide notice to Redeveloper of the subject Claims as soon as reasonably possible after their occurrence but in any case within ten (10) days of the City receiving actual or constructive notice of the subject Claims, provided, however, that in the event such notice is not timely received, Redeveloper shall only be excused of its obligations hereunder to the extent it is prejudiced by the failure to timely receive said notice.

ARTICLE 10 - UNCONTROLLABLE CIRCUMSTANCES

10.1 Definition of Uncontrollable Circumstances. For purposes of this Article and as otherwise used in this Agreement, “**Uncontrollable Circumstances**” shall mean any of the events or conditions set forth below, or any combination thereof, that has had or may reasonably be expected to have a material and adverse effect on the ability of a party to perform its obligations (an “**Affected Party**”) under this Agreement:

(a) An act of God including severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, terrorism, war, blockade, insurrection, riot, general arrest or general restraint of government and people, or any other similar act or event outside the control of the Affected Party; provided however, that any question as to whether any such conditions should be deemed to constitute an Uncontrollable Circumstance shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe natural weather conditions, taking into account the geographic location and topographic and geotechnical conditions of the Project.

(b) The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Property, or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.

(c) Delays incurred in obtaining Governmental Approvals caused solely by the approving agency after the Affected Party has taken all required action in obtaining such Approval and the continued delay is outside and beyond the control of the Affected Party;

(d) Delays resulting from legal challenges brought to challenge any permit and/or Approval related to this Project by third-parties over whom the Affected Party has no

control that have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.

(e) Delays caused by any moratorium imposed by any governmental, quasi-governmental agency or utility provider relating to the provision of utility and/or sewer services to the Property.

(f) Labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent that such labor union strikes relate to general labor disputes that are non-specific to the Project of the Redeveloper and have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.

(g) The unavailability of suitable fill or materials required for performance of the work related to the Project due to fluctuations in the historically reasonable commercial rates for fill or materials, shortages of same in the market place and/or the inability to obtain transportation services for transporting fill or materials to the Property or the Project area as a result of a public or private labor dispute.

10.2 Notice of Uncontrollable Circumstance. If an Uncontrollable Circumstance has occurred and is continuing, the Affected Party wishing to suspend its performance as a result of such Uncontrollable Circumstance shall provide written notice thereof to the other party as promptly as is reasonably possible under the circumstances and in all events within five (5) days following such party's knowledge of the occurrence of such Uncontrollable Circumstance.

10.3 Effect on Obligations.

(a) In the event of an Uncontrollable Circumstance, the applicable deadline, obligation or term affected by such Uncontrollable Circumstance shall be extended for a period of time equal to the delay caused by the Uncontrollable Circumstance, provided that timely notice was provided by the Affected Party.

(b) The performance, non-performance or delay in performance by the Parties or either of them of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is/are the result of an Uncontrollable Circumstance, provided, however, that the Uncontrollable Circumstance (a) was not invoked in bad faith or intentionally by a Party (b) was not the result of any unlawful action or non-action of the Affected Party as justification for the performance, failure of performance or delay in performance of the subject obligation, requirement, commitment or responsibility, and (c) the Affected Party takes all reasonable efforts within its power to timely mitigate the Uncontrollable Circumstance.

(c) Each party shall diligently and in good faith seek to mitigate the effect of such Uncontrollable Circumstance and to perform its obligations to the extent practicable

Red Bank, NJ 07701
jgiunco@ghclaw.com
jmccarthy@ghclaw.com

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 11.1 change the address, facsimile number, email or persons to which notices shall be sent.

ARTICLE 12- PROJECT FINANCING AND MORTGAGEE RIGHTS

12.1 Redeveloper's Commitment to Finance Construction of the Project. Redeveloper represents and warrants that it has the capability to obtain a financing commitment in an amount necessary to implement and complete the Project. On or prior to the earlier to occur of (i) one hundred eighty (180) days after Redeveloper has obtained all Governmental Approvals, or (ii) ninety (90) days prior to Commencement of Construction of the Project, Redeveloper shall submit to the City a financial plan that Redeveloper believes to be complete, describing the anticipated sources of funding for the Project, including, but not limited to, a commitment or a "term sheet" for construction financing required for the Project and a representation regarding any equity capital necessary for the Commencement of Construction of the Project.

12.2 Rights of Institutional Mortgagee. Any-financial institution lending money on the security of the real Property in the Project shall be entitled to the protection of N.J.S.A. 55:17 providing for notification, right to cure, right to possession, right to assume control of mortgagor, right to enter into possession of and operate premises, right to the entry of a judgment of strict foreclosure, right to recover on the underlying loan obligation without first proceeding with foreclosure, right to proceed to foreclosure, separately from or together with suit on the underlying obligation, and such other rights all as specifically provided in N.J.S.A. 55:17-8.

(a) This Agreement as a financial arrangement made by a governmental body or agency of the State of New Jersey pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the project, as though such default or foreclosure had not occurred, subject to the provision of N.J.S.A. 55:17.

(b) The City agrees to execute subordination and attornment documents that may reasonably be required by an institutional lender and further to make any technical, non-substantive, modifications to this Agreement that may be required by an institutional lender.

12.3 Rights of Mortgagees. Notwithstanding any other provision of this Agreement, the holder of any mortgage (including any such holder who obtains title to the Property or any part thereof), or any other party who thereafter obtains title to the Property or such part from or through such holder or any purchaser at foreclosure sale or through other court proceedings or action in lieu thereof shall in no way be obligated by the provisions of this Agreement to construct or complete the Project except to secure and make the Project site and Property safe, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement or any deeds conveying the Property to Redeveloper be construed to so obligate

such holder, provided that nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided, or permitted under the Redevelopment Plan or otherwise approved by the City.

12.4 Notice to Mortgagee. Whenever the City shall deliver any notice or demand to Redeveloper with respect to any breach or Default by Redeveloper of its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage at the last known address of such holder shown in the land records of the County. Notice that such breach or Default subsequently has been cured shall also be provided by the City to each such holder of any mortgage.

12.5 Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. After any breach or Default referred to in Section 7, each holder shall have the right, at its option, to cure or remedy such breach or Default (if the holder shall opt to cure or remedy the breach or Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to Redeveloper for cure) and to add the cost thereof to its mortgage. If the breach or Default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the City's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project. Any such holder who shall properly Complete the Project or applicable part thereof shall be entitled, upon written request made to the City, to receive the Certificate of Occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.2 hereof, and such Certificate shall mean and provide that any remedies or rights that City shall have or to be entitled to due to the failure of Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any Default with regard to construction of the Project or applicable part thereof, or due to any other Default in or breach of this Agreement by Redeveloper or such successor, shall not apply to the part or unit of the Property to which such Certificate relates.

ARTICLE 13- RESTRICTIONS ON TRANSFERS

13.1 Restrictions on Transfer. Prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to N.J.S.A. 40A:12A-9(a), except as otherwise permitted by this Agreement, including any conveyance to a Qualified Entity pursuant to Section 2.6, Redeveloper shall be without power to sell, lease or otherwise transfer the Project or any such part, without the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned, except that Redeveloper may sell or lease individual condominium units to third parties. The prohibition in this Section 13.1 shall apply to any sale, transfer, pledge, or hypothecation by Redeveloper of all or substantially all of its assets "in bulk" (but not to sales in the ordinary course of business) or all or substantially all of its stock, or the sale or transfer of more than fifty (50%) percent of the stock of Redeveloper if Redeveloper's stock is not publicly traded; or the sale, transfer, pledge, or hypothecation of more than fifty (50%) percent of the beneficial ownership interest in Redeveloper if Redeveloper is a partnership, except in the event of the death of a partner or member. Any of the foregoing cases whether or not accomplished by one or more related or unrelated transactions, constitute a prohibited assignment. The foregoing

shall not apply, however, to a change of form of the Redeveloper entity, provided that there is no change in the beneficial ownership of Redeveloper which is prohibited by the third sentence of this Section. The restrictions in this Section 13.1 shall not apply to conveyances set forth in Section 13.2 and these restrictions shall no longer apply to any individual unit for which a Certificate of Occupancy or Certificate of Completion has been issued. The restrictions on transfer referred to in this paragraph shall cease and no longer be of any force or affect upon issuance of the Certificate of Completion or upon issuance of the final Certificate of Completion if those certificates are issued on a per unit basis.

13.2 Permitted Transfers. Notwithstanding the foregoing, the City hereby consents, without the necessity of any further approval, but subject to prior notice to the City (except as to conveyances in Sections (a) and (b), to the following conveyances:

- (a)
 - (a) A conveyance of driveways, roads, infrastructure, open space and other common property to a property owners' association or similar entity.
 - (b) Deeds to purchasers of individual condominium or townhouse units.
 - (c) Leases of individual units to third party Lessees.
 - (d) Utility and other necessary easements.
 - (e) A mortgage or mortgages or leases or leasehold or other financing and other liens and encumbrances solely for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project.
 - (f) A conveyance of the Property or any portion thereof to the holder of any mortgage authorized under this Agreement, whether through foreclosure, deed-in-lieu of foreclosure, or otherwise.

13.3 Conveyance to a Qualified Entity. Upon a conveyance of all rights and obligations hereunder to a Qualified Entity, pursuant to Section 2.6, Redeveloper shall be relieved of its right and obligations hereunder.

13.4 Subsequent Conveyance by Redeveloper. Upon issuance of a Certificate of Completion for any portion of the Project, the Redeveloper shall have the right to sell, lease or otherwise transfer, convey or encumber any such portion of the Project without the consent of the City and free of any restrictions imposed by this Agreement, except the Declarations that expressly survive such transfer or conveyance.

ARTICLE 14 - MISCELLANEOUS

14.1 Term. This Agreement shall terminate upon the earlier of the Completion of the Project or five (5) years from its Effective Date, ("**Termination Date**").

14.2 No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

14.3 Amendment; Waiver. No alteration, amendment or modification of this Agreement shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. The failure of the City or Redeveloper to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election contained in this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the City or Redeveloper of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the City or Redeveloper.

14.4 Consents. Unless otherwise specifically provided herein, no consent or approval by the City or Redeveloper permitted or required under the terms of this Agreement shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the party by or on whose behalf such consent is given.

14.5 Captions. The captions of the Sections and Subsections, Schedule of Exhibits and Index of Definitions of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of the articles, sections, exhibits, definitions, or other provisions hereof.

14.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principle of choice of or conflicts of laws. Any lawsuit filed by either Party to this Agreement shall be filed in either the Superior Court of New Jersey, Monmouth County, or in the United States District Court for the District of New Jersey in accordance with their respective rules of court.

14.7 Severability. If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive either party of the enjoyment of its substantial benefits under this Agreement.

14.8 Binding Effect. Except as may otherwise be provided in this Agreement to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of Redeveloper, the City and their respective successors and assigns.

14.9 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and

agent, partnership, joint venture or any association between Redeveloper and the City, their relationship being solely as contracting Parties under this Agreement.

14.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute, in connection with each of such agreements, one and the same instrument.

14.11 Prior Agreements Superseded. This Agreement supersedes any prior understanding or written or oral agreements (express or implied) between the Parties respecting the within subject matter. This Agreement, together with any other documents executed by the Parties contemporaneously herewith or therewith, contains the entire understanding between the Parties with respect thereto.

14.12 Exhibits. All Exhibits referred to herein shall be considered a part of this Agreement as fully and with the same force and effect as if such Exhibits had been included within the text of this Agreement in full.

14.13 Counting of Days; Saturday, Sunday or Holiday. The word “**days**” as used in this Agreement shall mean calendar days unless a contrary intention is stated, provided that if the final date of any period provided in this Agreement for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day. The term “**Business Day**” as used herein means any day other than a Saturday, a Sunday, or a day on which banks generally and public offices are not open under the laws of the State of New Jersey.

14.14 Non-Discrimination. The Redeveloper shall not discriminate against or segregate any person, a group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation of the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project Site; nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation, with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees or vendees on the Project Site.

14.15 Construction. Both of the Parties acknowledge that this Agreement has been extensively negotiated with the assistance of competent counsel for each party and agree that no provision of this Agreement shall be construed in favor of or against either party by virtue of the fact that such party or its counsel have provided an initial or any subsequent draft of this Agreement or of any portion of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of Effective Date.

BLACK RIDGE REALTY, INC.

Witness

By: _____

CITY OF LONG BRANCH

Kathy Schmelz, Municipal Clerk

By: _____

Hon. Adam Schneider, Mayor

Exhibit List

Exhibit A: Draft Site Plan, Landscape Plan, Project Drawings and Architectural Renderings

Exhibit B: Project Schedule

EXHIBIT B
PROJECT SCHEDULE

The Project implementation tasks and completion dates set forth below shall be adhered to by Redeveloper in accordance with the terms and condition of this Redevelopment Agreement.

Milestone

Site Plan Approval	June 2016
Obtain all other Governmental Approvals And Zoning and Construction Permits	Within six (6) months of Site Plan Approval
Commence Construction	Within six (6) months of Permits being issued
Project Completion	Within eighteen (18) months of Commencement of Construction

Docs #2234832-v3

**RESOLUTION APPROVING THE APPLICATION OF FEM SOUTH BEACH
URBAN RENEWAL LLC, FOR A LONG TERM TAX EXEMPTION,
PURSUANT TO N.J.S.A. 40A:20A-1, ET. SEQ.**

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a) of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"), the Mayor and Council adopted a Resolution duly designating an area in the City as an area in need of redevelopment ("Redevelopment Area") as defined by N.J.S.A. 40A:12A-5(a)-(e); and

WHEREAS, on May 14, 1996, the Mayor and Council enacted Ordinance No. 15-96 adopting the Oceanfront-Broadway Redevelopment Plan ("Redevelopment Plan") for the designated Redevelopment Area; and

WHEREAS, the Mayor and Council serves as an instrumentality and agency of the City pursuant to the LRHL for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City ("Redevelopment Agency"); and

WHEREAS, the City designated FEM South Beach, LLC ("FEM") as redeveloper of property located at 320 Ocean Avenue and designated on the Long Branch Tax Map as Block 216, Lots 1, 2, 3, 4, 5 and 6 ("Property") and executed a redevelopment agreement with FEM, dated October 28, 2014 (the "Redevelopment Agreement"); and

WHEREAS, the Redevelopment Agreement provided for a project consisting of up to forty-seven (47) condominium units (the "Project"); and

WHEREAS, FEM obtained approval for the Project from the City, obtained site plan approval from the Long Branch Planning Board (the "Site Plan Approval") and obtained approval from the New Jersey Department of Environmental Protection ("NJDEP") under the Coastal Area Facilities Review Act ("CAFRA") (the "CAFRA Approval"); and

WHEREAS, FEM has constituted itself as FEM South Beach Urban Renewal, LLC ("Entity"), and has formed as an urban renewal entity, pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq., as amended and supplemented (the "LTTEL"); and

WHEREAS, the Entity applied to the Township for a long term tax exemption pursuant to the Exemption Law with respect to the Project pursuant to the application annexed hereto as **Exhibit A** (the "Application"); and

WHEREAS, the Mayor of the City of Long Branch has recommended the approval of the Application and the authorization of negotiations to enter into a financial agreement for a payment in lieu of taxes, pursuant to the LTTEL.

NOW, THEREFORE, BE IT RESOLVED by the Long Branch City Council that the Application of FEM South Beach Urban Renewal, LLC for a long term tax exemption, pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq., is hereby approved.

BE IT FURTHER RESOLVED, by the Council that upon completion of negotiations of a financial agreement for payment in lieu of taxes, an ordinance should be introduced for consideration and final adoption by ordinance, pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq.

OFFERED: Sirianni
SECOND: Bastelli
AYES: 4
NAYES: 1 - Pallone
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4-12-16
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF April, 2016
Kathy L. Schell
MUNICIPAL CLERK, R.M.C.

APPLICATION FOR LONG-TERM TAX EXEMPTION
N.J.S.A. 40A:20-1 ET SEQ.

CITY OF LONG BRANCH
OFFICE OF THE CITY ADMINISTRATOR
344 BROADWAY
LONG BRANCH, NEW JERSEY 07740

FEM South Beach Urban Renewal, LLC
Name of Applicant

2 Changebridge Road, Suite 201
Montville, New Jersey, 07045
Address of Applicant

Block 216/Lots 1, 2, 3, 4, 5, & 6
City of Long Branch, New Jersey
Address of Project Site

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY OF LONG BRANCH AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A LONG TERM TAX EXEMPTION PURSUANT TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 *et seq.*):

SECTION A: APPLICANT INFORMATION

1. Name of Applicant:

FEM South Beach Urban Renewal, LLC

2. Address of Applicant:

2 Changebridge Road, Suite 201
Montville, New Jersey 07045

- 3. Attach hereto a copy of the Applicant's Certificate of Formation and evidence of the Department of Community Affairs' ("DCA") approval of the Certificate of Formation. (If DCA approval has not yet been obtained, attach a copy of the proposed Urban Renewal Entity's certificate of formation and evidence that same has been submitted to the DCA for approval. The Applicant must submit evidence of DCA approval after it is obtained by way of a supplement to this application.) See attached Schedule A.**

SECTION B: PROPERTY INFORMATION

4. Identification of Property:

- a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

21 North Bath Avenue/320 Ocean Avenue/318 Ocean Avenue

- b. State the block(s) and lot number(s) corresponding to the Project Site on the Official Map:

BLOCK 216/Lots 1, 2, 3, 4, 5 & 6

- c. Attach a metes and bounds description and a survey of the Project Site.
See attached **Schedule B.**

5. Current Assessment and Tax Status of the Project Site:

a. Current Assessment

<u>BLOCK</u>	<u>LOT</u>	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>TOTAL</u>
216	1	\$2,740,900.00	\$0	\$2,740,000.00
216	2	\$3,237,900.00	\$0	\$3,237,900.00
216	3	\$549,300.00	\$3,900.00	\$553,200.00
216	4	N/A		
216	5	N/A		
216	6	N/A		

*Lots 4, 5, & 6 were recently acquired from the City of Long Branch on 10/27/15

b. Current Tax Status

<u>BLOCK</u>	<u>LOT</u>	<u>REAL PROPERTY BALANCE</u>	<u>WATER/SEWER</u>	<u>TOTAL</u>
216	1	\$0	\$0	\$20,165.52
216	2	\$0	\$0	\$29,632.56
216	3	\$0	\$0	\$13,562.88
216	4	N/A		
216	5	N/A		
216	6	N/A		

*Lots 4, 5, & 6 were recently acquired from the City of Long Branch on 10/27/15
*Total taxes based upon 2015 assessment

SECTION C: PROJECT INFORMATION

6. Describe the purpose of the proposed project. Include a detailed description of the improvements to be made to the Project Site.

The project shall consist of the construction of 47 condominium units, including such amenities, parking and on-site improvements as set forth in Schedule C.

7. Provide copies of the plans, drawings and other documents to demonstrate the structure and design of the proposed project.

See attached Schedule C.

8. Provide the currently estimated project schedule, including the anticipated project completion date.

See attached Schedule D.

9. Provide a statement that the proposed project conforms to all applicable ordinances of the City and is in accordance with the City's Redevelopment Plan and Design Guidelines governing the Project Site and the City's Master Plan.

Applicant obtained Site Plan approval for the Project on December 16, 2014. See attached Schedule I.

10. Provide a certified statement prepared by a licensed architect or engineer of the estimated cost of the proposed project in the detail required pursuant to the Long Term Tax Exemption Law.

See attached Schedule E.

11. Detail the source, method and amount of money to be subscribed through the investment of private capital, setting for the amount of stock or other securities to be issued therefore or the extent of capital invested and the proprietary or ownership interest obtained in consideration therefore.

See attached Schedule F.

12. Provide the estimated number of jobs to be created during construction of the project and a description of the number, classes and type of employees to be employed at the Project Site within two years of completion of the proposed project.

See attached Schedule G.

SECTION D: TAX EXEMPTION

13. Type of Abatement requested is:

a. _____ Long Term Commercial/Industrial Project with an annual service charge equal to _____% of annual gross revenue (N.J.S.A. 40A:20-12).

b. _____ Long Term Commercial/Industrial Project with an annual service charge equal to 2% of total project cost (N.J.S.A. 40A:20-12). (Owner Occupied only).

c. _____ Long Term Residential Project with an annual service charge based on the formula pursuant to N.J.S.A. 40A:20-12(b)(1).

d. X Long Term Residential Condominium with an annual service charge based on the formula pursuant to N.J.S.A. 40A:20-12(b)(1).

14. The requested duration of Tax Abatement is for 10 years.

15. Attach a fiscal plan for the proposed project outlining a schedule of annual gross revenue, the estimated expenditures for operation and maintenance, and payments of interest, amortization of debt and reserves.

See attached Schedule H.

16. Provide the annual estimated payments in lieu of taxes during the term of the Long Term Tax Exemption.

See attached Schedule H.

SECTION E: DISCLOSURE

17. Disclosure Statement:

a. Name of Urban Renewal Entity:

FEM South Beach Urban Renewal, LLC

b. Principal place of business:

2 Changebridge Road, Suite 201
Montville, New Jersey 07045

c. Name of statutory agent and address, but if applicant is not a corporation the one with related address upon whom legal process may be served is:

Mimi Feliciano
2 Changebridge Road, Suite 201
Montville, New Jersey 07045

d. Incorporated in the State of New Jersey

The following represents the name and addresses of all stock holders or partners owing a 10% or greater interest in the above urban renewal entity. If one or more of the above named s itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

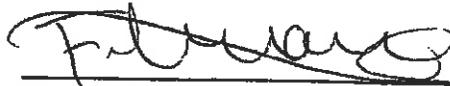
<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
Mimi Feliciano	c/o FEM Real Estate, LLC 2 Changebridge Road, Suite 201 Montville, New Jersey 07045	100%

<u>Name of Director(s)</u>	<u>Address</u>	<u>Title</u>
Mimi Feliciano	c/o FEM Real Estate, LLC 2 Changebridge Road, Suite 201 Montville, New Jersey 07045	Managing Member

18. I certify that all the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

A handwritten signature in black ink, appearing to be 'Feliciano', written over a horizontal line.

Signature

A handwritten signature in black ink, appearing to be 'Feliciano', written over a horizontal line.

Mimi Feliciano, Managing Member

Dated April 6 2016

C6N

FILED
MAY 27 2015
STATE TREASURER

**CERTIFICATE OF AMENDMENT
OF THE CERTIFICATE OF FORMATION OF
FEM SOUTH BEACH, LLC**

0400597722

THE UNDERSIGNED, of the age of eighteen years or over, for the purpose of amending the Certificate of Formation for the above limited liability company pursuant to the provisions of Title 42, the New Jersey Revised Uniform Limited Liability Company Act, does hereby execute the following Certificate of Amendment:

FIRST: The current name of the limited liability company is "FEM South Beach, LLC".

SECOND: The Business Identification Number of the Company is 0400597722.

THIRD: The effective date of the Certificate of Formation is August 29, 2013.

FOURTH: The First Article of the Certificate of Formation of FEM South Beach, LLC, shall be deleted in its entirety and the following inserted in its place:

The name of the Limited Liability Company is: FEM South Beach Urban Renewal, LLC.

FIFTH: The Fourth Article of the Certificate of Formation of FEM South Beach, LLC, shall be deleted in its entirety and the following inserted in its place:

(a) The purpose of the limited liability company shall be to operate under the "Long Term Tax Exemption Law" P.L. 1991, c. 431 (C. 40A:20-1 *et seq.*) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by a financial agreement with the municipality, to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvements in a single project under such conditions as to use, ownership, management and control, as regulated under P.L. 1991, c. 431 (C. 40A:20-1 *et seq.*).

(b) So long as the limited liability company is obligated under a financial agreement with a municipality made pursuant to the P.L. 1991, c. 431 (C. 40A:20-1 *et seq.*), it shall engage in no business other than the ownership, operation and management of a project as set forth herein.

(c) The limited liability company has been organized to serve a public purpose, and its operations shall be directed towards: (i) the redevelopment of redevelopment areas, the facilitation of relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; (ii) the acquisition, management and

operation of a project, redevelopment relocation housing project, or a low and moderate income housing project under P.L. 1991, c. 431 (C. 40A:20-1 *et seq.*); and (iii) the Company shall be subject to regulation by the municipality in which its project is situated, and to a limitation or prohibition, as appropriate, on profits or dividends, so long as it remains the owner of a project subject to P.L. 1991, c. 431 (C. 40A:20-1 *et seq.*).

(d) The limited liability company shall not voluntarily transfer more than 10% of the ownership of its project or any portion thereof undertaken by it under P.L. 1991, c. 431 (C. 40A:20-1 *et seq.*), until it has first removed both itself and the project from all restrictions of P.L. 1991, c. 431 (C. 40A:20-1 *et seq.*) in the manner required by P.L. 1991, c. 431 (C. 40A:20-1 *et seq.*) and, if the project includes housing units, has obtained the consent of the Commission of Community Affairs to such transfer; with the exception of transfers to another urban renewal entity, as approved by the municipality in which the project is situated, which other urban renewal entity shall assume all contractual obligations of the limited liability company under the financial agreement with the municipality. The limited liability company shall file annually with the municipal governing body a disclosure of the persons having an ownership interest in the project, and the extent of ownership of each. Nothing herein shall prohibit any transfer of the ownership interest in the limited liability company itself provided that the transfer, if greater than 10 percent, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement referred to above.

(e) The limited liability company is subject to the provision of Section 18 of P.L. 1991, c. 431 (N.J.S.A. 40A:20-18) respecting the powers of the municipality of the City of Long Branch to alleviate financial difficulties of the limited liability company or to perform actions on behalf of the limited liability company upon a determination of a financial emergency.

(f) Any housing units constructed or acquired by the limited liability company shall be managed subject to the supervision of, and rules adopted by, the Commissioner of Community Affairs.

IN WITNESS WHEREOF, the undersigned has executed this certificate this 2nd day of April, 2015.


Authorized Person

12370196v1



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 205
TRENTON, NJ 08625-0805

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CHARLES A. RICHMAN
Acting Commissioner

DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
RE: FEM SOUTH BEACH URBAN RENEWAL, LLC
(formerly FEM South Beach LLC)
File #1558
An Urban Renewal Entity

This is to certify that the attached CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 6th day of May 2015 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

BY 
Edward M. Smith, Director
Division of Codes and Standards



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PROPERTY OWNERS WITHIN 200 FEET

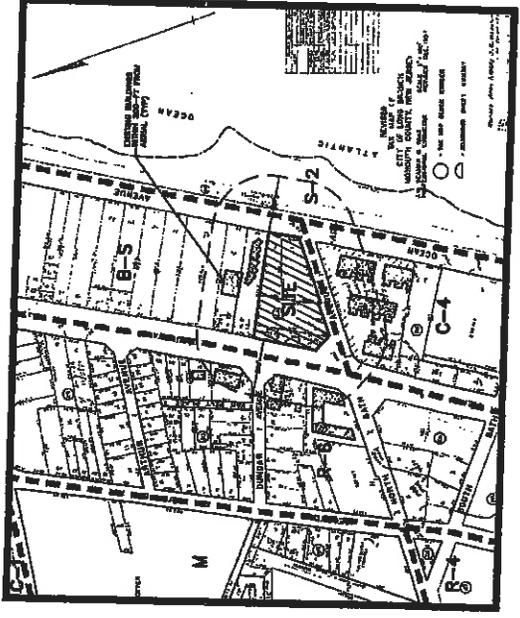
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INDEX OF SHEETS

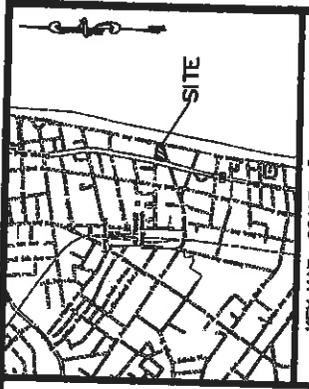
SHEET 4	SHEET DESCRIPTION
01 OF 12	TITLE SHEET
02 OF 12	FOUNDATION PLAN
03 OF 12	CONSTRUCTION PLAN
04 OF 12	GRADING PLAN
05 OF 12	PROFILES
06 OF 12	SOIL EROSION AND SEDIMENT CONTROL PLAN
07 OF 12	DETAILS
08 OF 12	VEHICLE CIRCULATION PLAN
09 OF 12	STAGING PLAN
10 OF 12	
11 OF 12	
12 OF 12	

PRELIMINARY & FINAL SITE PLANS
 SOUTH BEACH, AT LONG BRANCH
 320 OCEAN AVENUE
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY 07740

APPLICANT:
 FEM SOUTH BEACH, LLC
 2 CHANGEBRIDGE ROAD
 SUITE 201
 MONTVILLE, NJ 07045



200-FT RADIUS MAP
 SCALE: 1" = 300'±



GENERAL INFORMATION

1. THESE PLANS ARE PRELIMINARY AND SUBJECT TO APPROVAL BY THE CITY ENGINEER AND THE BOARD OF EXAMINERS OF PROFESSIONAL ENGINEERS AND ARCHITECTS.
2. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.
3. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.
4. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.
5. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.
6. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.
7. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.
8. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.
9. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.
10. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.

TITLE SHEET
 SOUTH BEACH AT LONG BRANCH
 BLOCK 200 - LOTS 1 - 6 PARCELS 216-20
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (SEE SUPPLEMENTARY SHEETS 01-12)

Nelson Engineering Associates, Inc.

ROBERT A. NELSON, P.E.
 ENGINEER
 DATE: 10-1-2014 SHEET 1 OF 12

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

4. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO ACCOMMODATE THE PROPOSED FOUNDATIONS.

5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURBS AND SIDEWALKS THROUGHOUT THE CONSTRUCTION PERIOD.

6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

8. ALL FOUNDATIONS SHALL BE CONSTRUCTED ON A FIRM AND UNIFORM SUBSTRATE.

9. THE CONTRACTOR SHALL MAINTAIN THE PROPOSED GRADING THROUGHOUT THE CONSTRUCTION PERIOD.

10. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

CONSTRUCTION PLAN

SOUTH BEACH AT LONG BRANCH
 BLOCK 218 - LOTS 1 & 2 PARCELS 218-20
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (SEE ALSO PERMIT NO. 10-1-2014)

Nelson Engineering Associates, Inc.

FOR ARCHITECT: JAMES J. JONES ARCHITECT
 100 WEST 17TH STREET
 SUITE 200
 LONG BRANCH, NJ 07740
 TEL: 732-533-1111
 FAX: 732-533-1112

DATE: 10-1-2014
 SHEET NO. 1 OF 12

NO.	DESCRIPTION	DATE	BY	CHECKED
1	PREPARED FOR JAMES J. JONES ARCHITECT	10-1-2014	RA	RA
2	REVISED FOR PERMIT	10-1-2014	RA	RA
3	REVISED FOR PERMIT	10-1-2014	RA	RA
4	REVISED FOR PERMIT	10-1-2014	RA	RA
5	REVISED FOR PERMIT	10-1-2014	RA	RA
6	REVISED FOR PERMIT	10-1-2014	RA	RA
7	REVISED FOR PERMIT	10-1-2014	RA	RA
8	REVISED FOR PERMIT	10-1-2014	RA	RA
9	REVISED FOR PERMIT	10-1-2014	RA	RA
10	REVISED FOR PERMIT	10-1-2014	RA	RA

CONSTRUCTION PLAN

SOUTH BEACH AT LONG BRANCH
 BLOCK 218 - LOTS 1 & 2 PARCELS 218-20
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (SEE ALSO PERMIT NO. 10-1-2014)

Nelson Engineering Associates, Inc.

FOR ARCHITECT: JAMES J. JONES ARCHITECT
 100 WEST 17TH STREET
 SUITE 200
 LONG BRANCH, NJ 07740
 TEL: 732-533-1111
 FAX: 732-533-1112

DATE: 10-1-2014
 SHEET NO. 1 OF 12

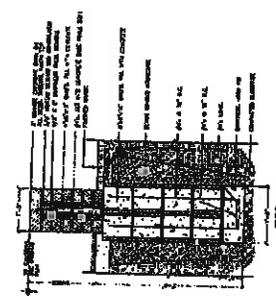
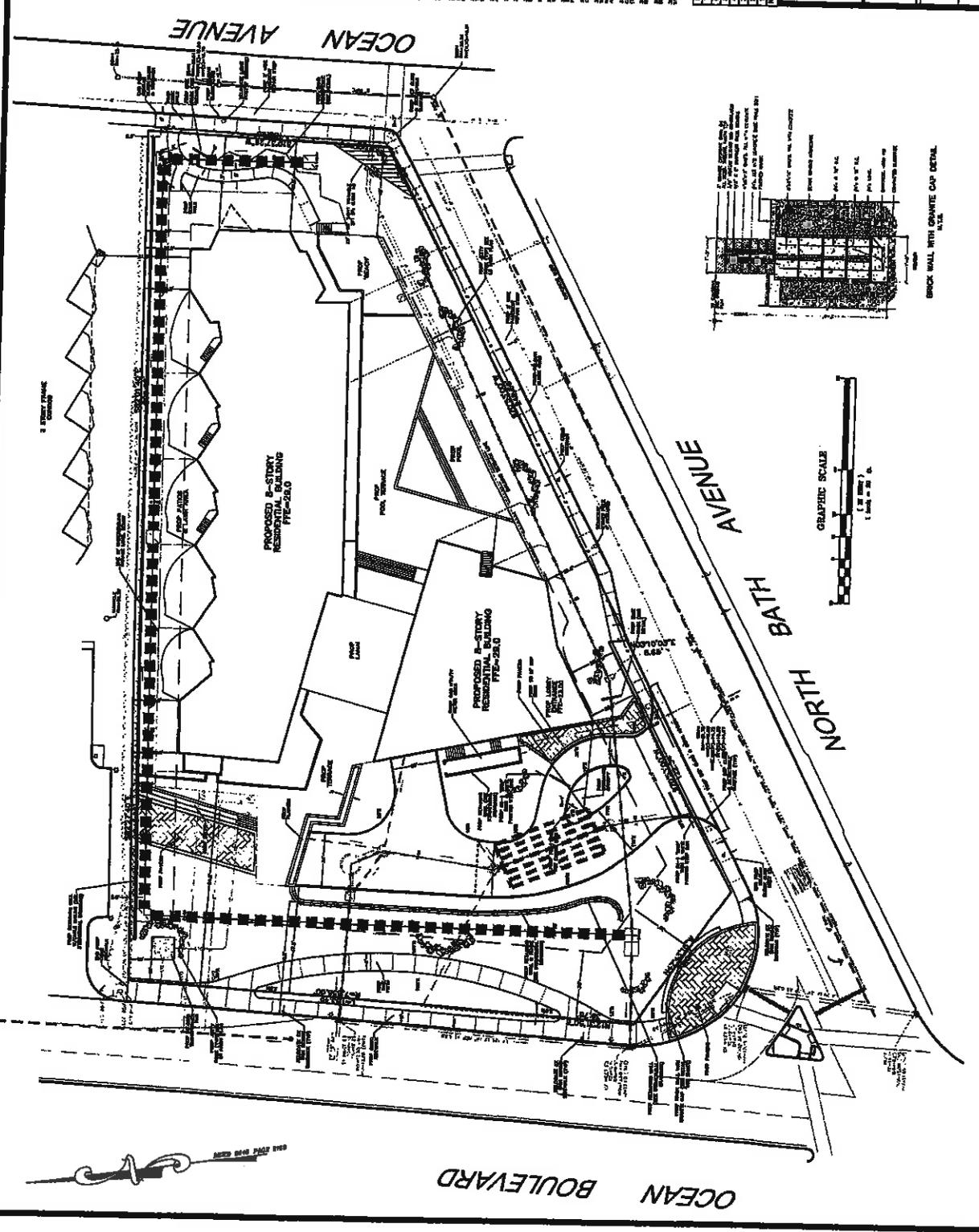
CONSTRUCTION PLAN

SOUTH BEACH AT LONG BRANCH
 BLOCK 218 - LOTS 1 & 2 PARCELS 218-20
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (SEE ALSO PERMIT NO. 10-1-2014)

Nelson Engineering Associates, Inc.

FOR ARCHITECT: JAMES J. JONES ARCHITECT
 100 WEST 17TH STREET
 SUITE 200
 LONG BRANCH, NJ 07740
 TEL: 732-533-1111
 FAX: 732-533-1112

DATE: 10-1-2014
 SHEET NO. 1 OF 12



GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
6. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.
7. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.
8. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
9. THE CONTRACTOR SHALL MAINTAIN ACCURATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
10. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

NOTICE TO CONTRACTOR

THIS DRAWING IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER. THE CONTRACTOR SHALL MAINTAIN ACCURATE RECORDS OF ALL CONSTRUCTION ACTIVITIES. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	10-15-14	RA
2	REVISED PER COMMENTS	10-20-14	RA
3	REVISED PER COMMENTS	10-25-14	RA
4	REVISED PER COMMENTS	11-05-14	RA
5	REVISED PER COMMENTS	11-15-14	RA
6	REVISED PER COMMENTS	11-25-14	RA
7	REVISED PER COMMENTS	12-05-14	RA
8	REVISED PER COMMENTS	12-15-14	RA
9	REVISED PER COMMENTS	12-25-14	RA
10	REVISED PER COMMENTS	01-05-15	RA

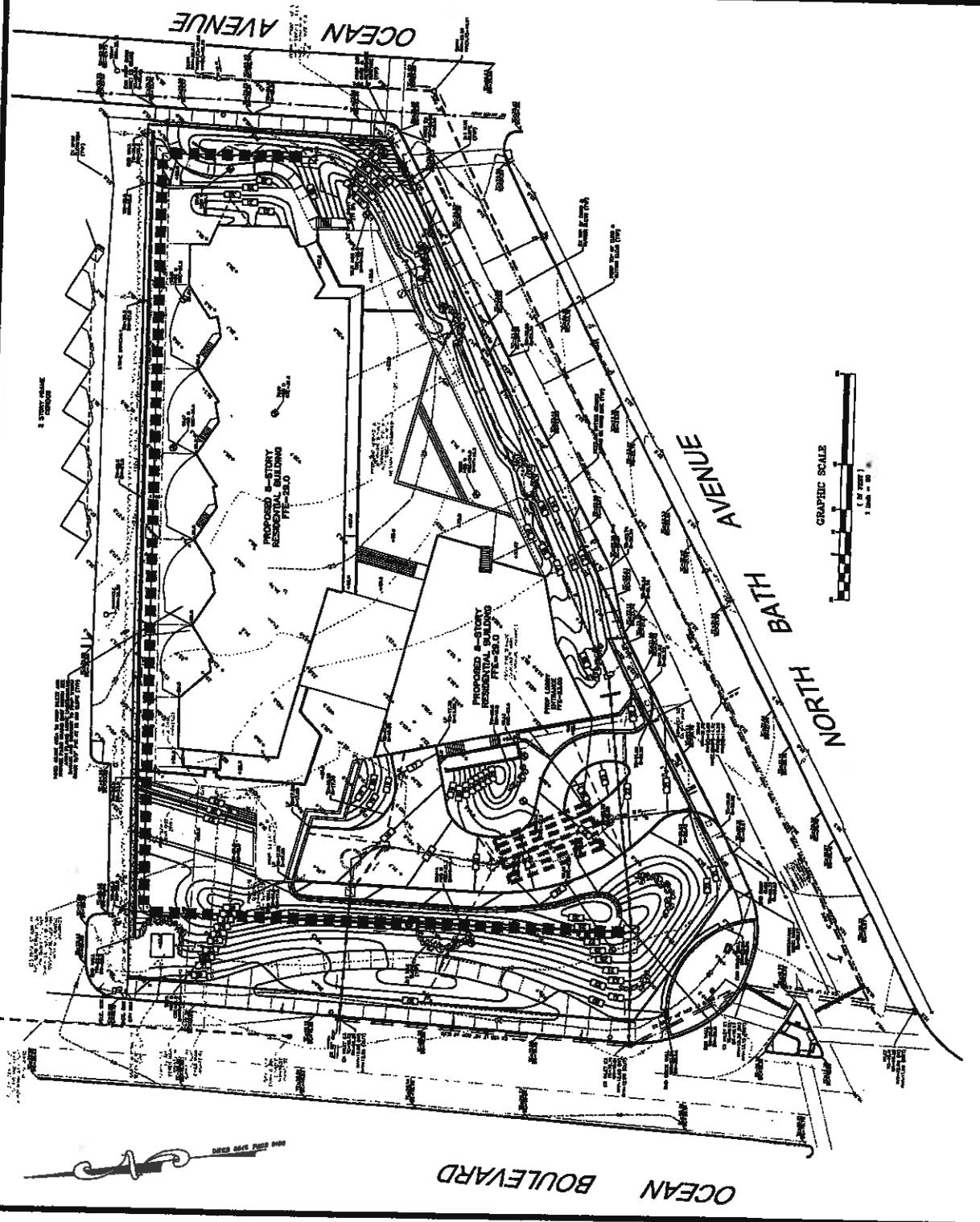
SOUTH BEACH AT LONG BRANCH
 BLOCK 218 - LOTS 1 - 8 PARCELS 218-01-01
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (PROJECT NUMBER: 218-01-01)

Nelson Engineering Associates, Inc.

1000 ROUTE 108
 SUITE 200
 SOUTH BEACH AT LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY 08053
 (732) 261-1111
 WWW.NELSON-ENG.COM

Robert A. Nelson
ROBERT A. NELSON, P.E.
 PROFESSIONAL ENGINEER LICENSE NO. 12000000000000000000

SCALE: 1" = 20'
 PLS. NOTIFY DATE: 10-15-14 SHEET 5 OF 12



OCEAN BOULEVARD

AVENUE NORTH

BATH

OCEAN AVENUE

PROPOSED 4-STORY RESIDENTIAL BUILDING P18-25.0

PROPOSED 4-STORY RESIDENTIAL BUILDING P18-25.0

GRAPHIC SCALE
 1" = 20'

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL EXCAVATIONS SHALL BE PROTECTED AND SHORED TO PREVENT COLLAPSE.
6. ALL FOUNDATIONS SHALL BE CONSTRUCTED ON UNDISTURBED SOIL OR ON PILES AS SHOWN.
7. ALL STRUCTURES SHALL BE CONSTRUCTED TO RESIST SEISMIC FORBS LOADING AS SPECIFIED.
8. ALL ROOFS SHALL BE DESIGNED TO RESIST WIND UPLIFT AS SPECIFIED.
9. ALL EXTERIOR WALLS SHALL BE FINISHED WITH THE MATERIALS AND METHODS SHOWN.
10. ALL INTERIORS SHALL BE FINISHED TO THE STANDARD OF A HIGH QUALITY RESIDENTIAL BUILDING.
11. ALL UTILITIES SHALL BE INSTALLED AND TESTED PRIOR TO THE COMPLETION OF THE BUILDING.
12. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.
14. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
15. ALL CONSTRUCTION SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE APPROPRIATE AGENCIES.
16. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.
17. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
19. ALL EXCAVATIONS SHALL BE PROTECTED AND SHORED TO PREVENT COLLAPSE.
20. ALL FOUNDATIONS SHALL BE CONSTRUCTED ON UNDISTURBED SOIL OR ON PILES AS SHOWN.
21. ALL STRUCTURES SHALL BE CONSTRUCTED TO RESIST SEISMIC FORBS LOADING AS SPECIFIED.
22. ALL ROOFS SHALL BE DESIGNED TO RESIST WIND UPLIFT AS SPECIFIED.
23. ALL EXTERIOR WALLS SHALL BE FINISHED WITH THE MATERIALS AND METHODS SHOWN.
24. ALL INTERIORS SHALL BE FINISHED TO THE STANDARD OF A HIGH QUALITY RESIDENTIAL BUILDING.
25. ALL UTILITIES SHALL BE INSTALLED AND TESTED PRIOR TO THE COMPLETION OF THE BUILDING.
26. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.
28. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
29. ALL CONSTRUCTION SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE APPROPRIATE AGENCIES.
30. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

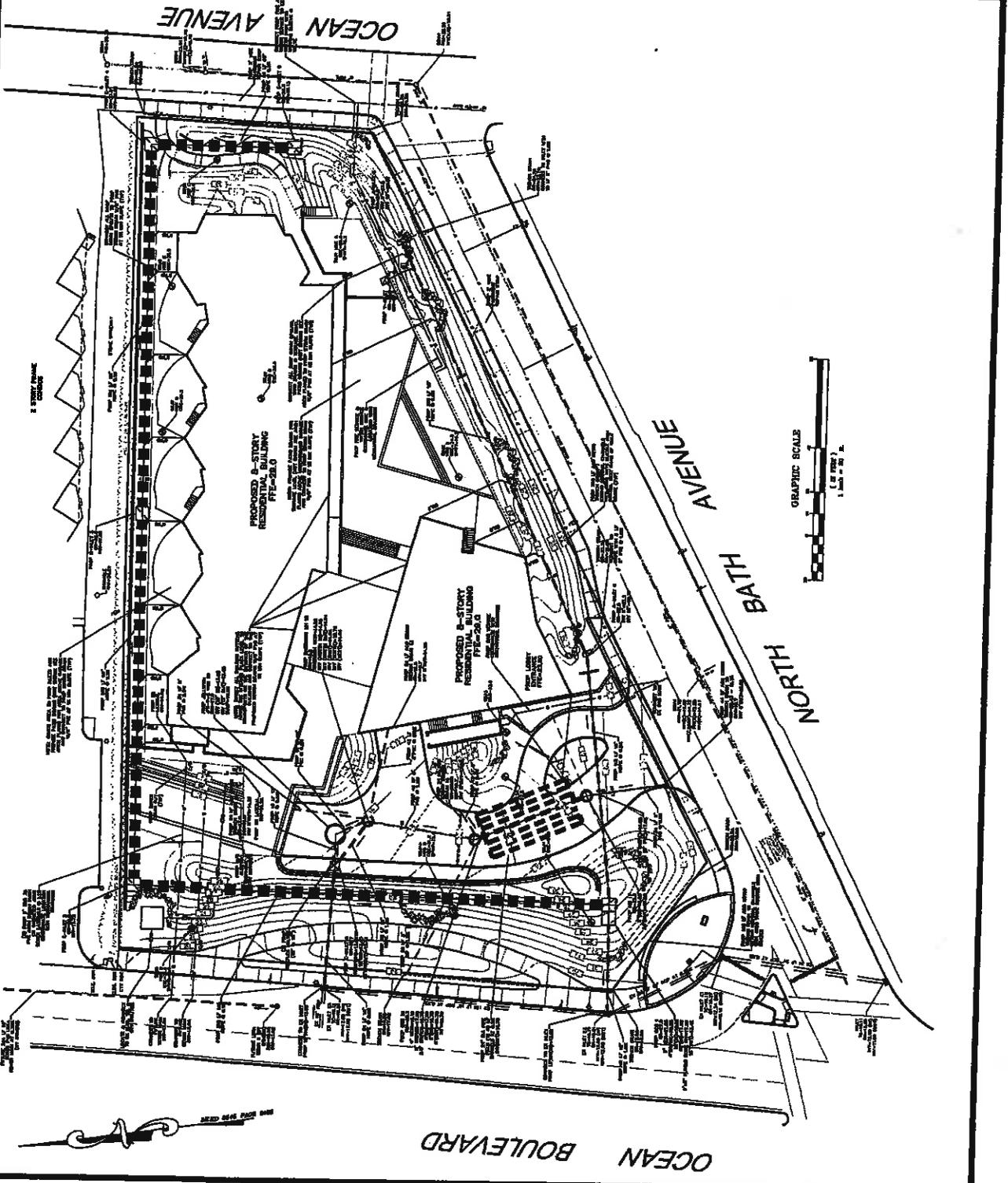
UTILITY PLAN
SOUTH BEACH AT LONG BRANCH
 BLOCK 248 - LOTS 1 - 8 PARCELS 248-01-02
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY

Nelson Engineering Associates, Inc.

Robert A. Nelson
ROBERT A. NELSON, P.E.
 PROFESSIONAL ENGINEER
 LICENSE NO. 12345
 STATE OF NEW JERSEY

DATE: 10-1-2014 SHEET 8 OF 12

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMITS	10-1-14	RAN	RA
2	REVISED FOR COMMENTS	10-15-14	RAN	RA
3	REVISED FOR COMMENTS	10-20-14	RAN	RA
4	REVISED FOR COMMENTS	10-25-14	RAN	RA
5	REVISED FOR COMMENTS	10-30-14	RAN	RA
6	REVISED FOR COMMENTS	11-5-14	RAN	RA
7	REVISED FOR COMMENTS	11-10-14	RAN	RA
8	REVISED FOR COMMENTS	11-15-14	RAN	RA
9	REVISED FOR COMMENTS	11-20-14	RAN	RA
10	REVISED FOR COMMENTS	11-25-14	RAN	RA
11	REVISED FOR COMMENTS	12-1-14	RAN	RA



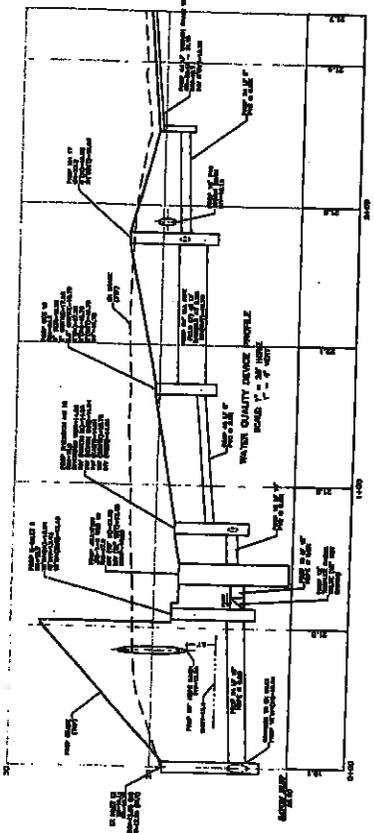
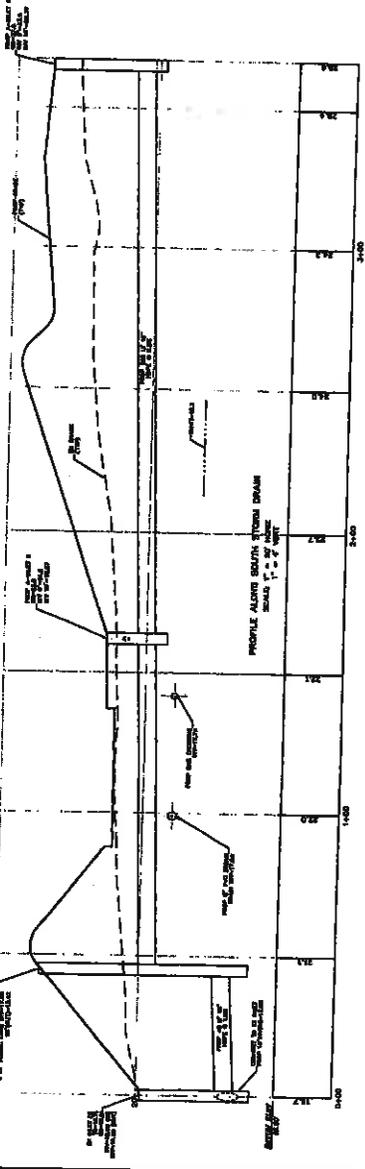
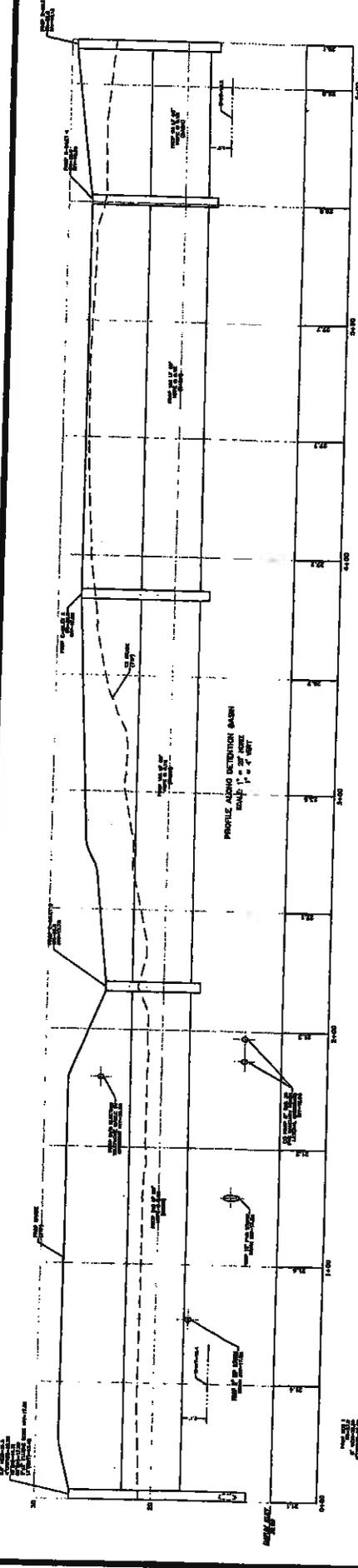
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4	REVISIONS	NO. 4	DATE	DESCRIPTION
5	REVISIONS	NO. 5	DATE	DESCRIPTION
6	REVISIONS	NO. 6	DATE	DESCRIPTION
7	REVISIONS	NO. 7	DATE	DESCRIPTION
8	REVISIONS	NO. 8	DATE	DESCRIPTION
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10	REVISIONS	NO. 10	DATE	DESCRIPTION

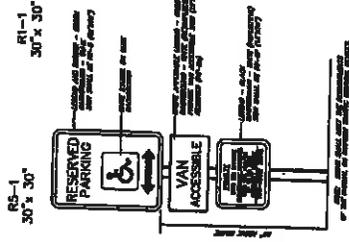
PROPERTY MAP FOR THE TOWN OF PEOPLES
SOUTH BEACH AT LONG BRANCH
 BLOCK 218 - LOTS 1 & 2 (PARCELS 218-20)
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (FOR USE AND REFERENCE ONLY)

Nelson Engineering Associates, Inc.
 500 BROADWAY, SUITE 200
 NEW YORK, N.Y. 10002
 TELEPHONE: (212) 685-1100
 TELEFAX: (212) 685-1101
 REPRESENTATIVE OF PROFESSIONAL ENGINEERS

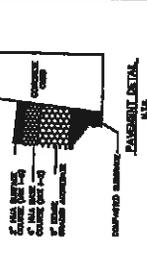
Robert A. Nelson
ROBERT A. NELSON, P.E.
 LICENSE NO. 10000
 EXPIRES 12/31/00

SCALE: 1" = 20'
 DRAWN BY: JLN
 CHECKED BY: JLN
 DATE: 10-11-2004
 SHEET 7 OF 12





RESERVED PARKING
VAN ACCESSIBLE
VAN ACCESSIBLE
PARKING



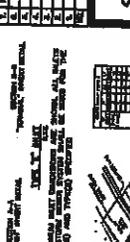
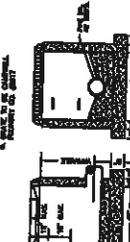
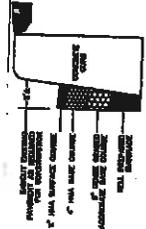
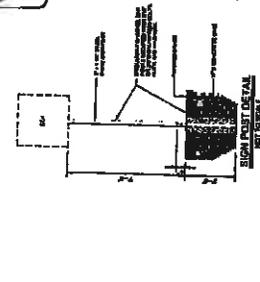
DETAILS

1	RESERVED PARKING SIGN	30" x 30"
2	RESERVED PARKING SIGN	30" x 30"
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4	RESERVED PARKING SIGN	30" x 30"
5	RESERVED PARKING SIGN	30" x 30"
6	RESERVED PARKING SIGN	30" x 30"
7	RESERVED PARKING SIGN	30" x 30"
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11	RESERVED PARKING SIGN	30" x 30"
12	RESERVED PARKING SIGN	30" x 30"
13	RESERVED PARKING SIGN	30" x 30"
14	RESERVED PARKING SIGN	30" x 30"
15	RESERVED PARKING SIGN	30" x 30"
16	RESERVED PARKING SIGN	30" x 30"
17	RESERVED PARKING SIGN	30" x 30"
18	RESERVED PARKING SIGN	30" x 30"
19	RESERVED PARKING SIGN	30" x 30"
20	RESERVED PARKING SIGN	30" x 30"

SOUTH BEACH AT LONG BRANCH
 BLOCK 215 - LOTS 1 - 8 PARCEL 215-10
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (See also drawing sheet no. 20)

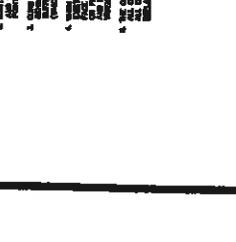
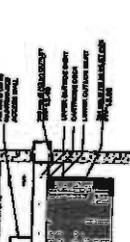
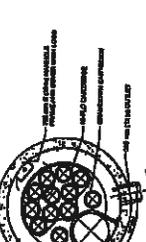
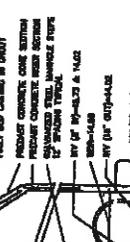
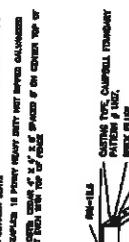
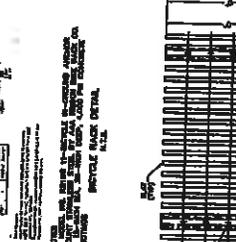
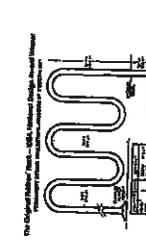
Nelson Engineering Associates, Inc.

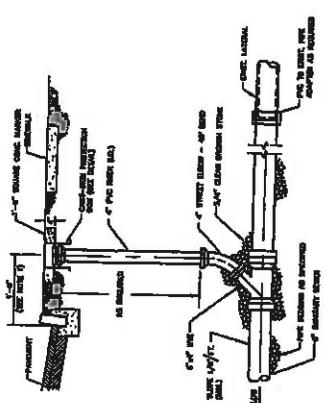
ROBERT A. NELSON, P.E.
 ENGINEER
 1000 ROUTE 100
 SUITE 100
 FREEHOLD, NEW JERSEY 07728
 PHONE 732-761-1100
 FAX 732-761-1101
 E-MAIL: RA@NELSON-ENG.COM



Dimensional table

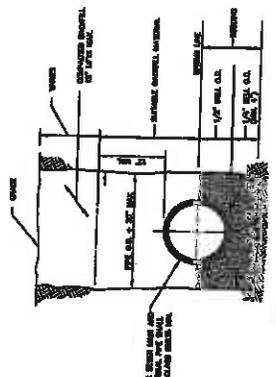
ITEM	DESCRIPTION	QTY	UNIT
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2	RESERVED PARKING SIGN	1	EA
3	RESERVED PARKING SIGN	1	EA
4	RESERVED PARKING SIGN	1	EA
5	RESERVED PARKING SIGN	1	EA
6	RESERVED PARKING SIGN	1	EA
7	RESERVED PARKING SIGN	1	EA
8	RESERVED PARKING SIGN	1	EA
9	RESERVED PARKING SIGN	1	EA
10	RESERVED PARKING SIGN	1	EA
11	RESERVED PARKING SIGN	1	EA
12	RESERVED PARKING SIGN	1	EA
13	RESERVED PARKING SIGN	1	EA
14	RESERVED PARKING SIGN	1	EA
15	RESERVED PARKING SIGN	1	EA
16	RESERVED PARKING SIGN	1	EA
17	RESERVED PARKING SIGN	1	EA
18	RESERVED PARKING SIGN	1	EA
19	RESERVED PARKING SIGN	1	EA
20	RESERVED PARKING SIGN	1	EA





STANDARD CLEANOUT DETAIL
A.S.C.

1. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN DIRECTION OF THE PIPE.
2. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SIZE OF THE PIPE.
3. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN MATERIAL OF THE PIPE.
4. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SLOPE OF THE PIPE.



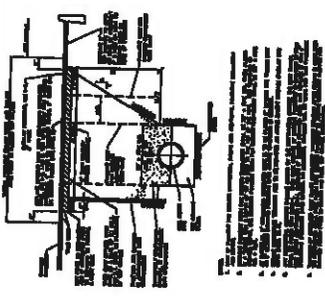
STANDARD PVC PIPE BEDDING DETAIL
A.S.C.

1. THE PIPE SHALL BE 1/2\"/>



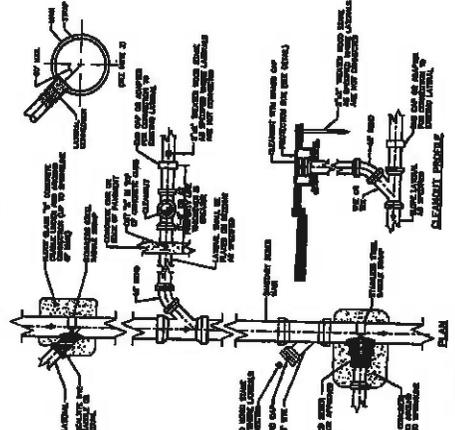
CLEAN-OUT PROTECTION BOX DETAIL
A.S.C.

1. THE PROTECTION BOX SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN DIRECTION OF THE PIPE.
2. THE PROTECTION BOX SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SIZE OF THE PIPE.
3. THE PROTECTION BOX SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN MATERIAL OF THE PIPE.
4. THE PROTECTION BOX SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SLOPE OF THE PIPE.



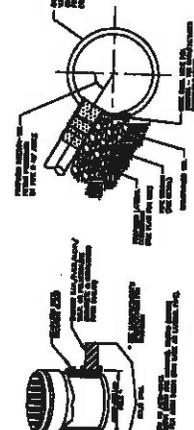
STANDARD AND ALTERNATE CLEANOUT DETAIL
A.S.C.

1. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN DIRECTION OF THE PIPE.
2. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SIZE OF THE PIPE.
3. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN MATERIAL OF THE PIPE.
4. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SLOPE OF THE PIPE.



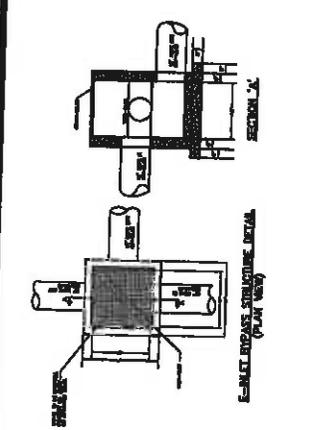
BRANCH AND LATERAL CONNECTION
A.S.C.

1. THE BRANCH AND LATERAL CONNECTION SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN DIRECTION OF THE PIPE.
2. THE BRANCH AND LATERAL CONNECTION SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SIZE OF THE PIPE.
3. THE BRANCH AND LATERAL CONNECTION SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN MATERIAL OF THE PIPE.
4. THE BRANCH AND LATERAL CONNECTION SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SLOPE OF THE PIPE.



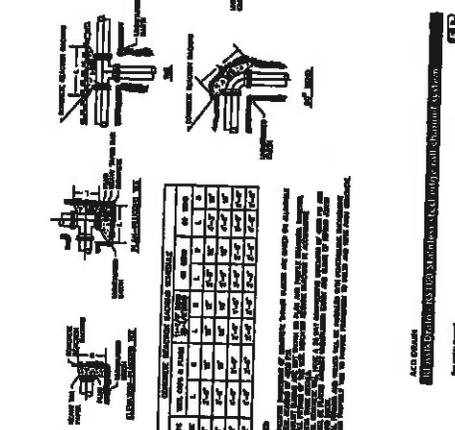
DETAIL OF INSERT TEE CONNECTION
A.S.C.

1. THE INSERT TEE CONNECTION SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN DIRECTION OF THE PIPE.
2. THE INSERT TEE CONNECTION SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SIZE OF THE PIPE.
3. THE INSERT TEE CONNECTION SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN MATERIAL OF THE PIPE.
4. THE INSERT TEE CONNECTION SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SLOPE OF THE PIPE.



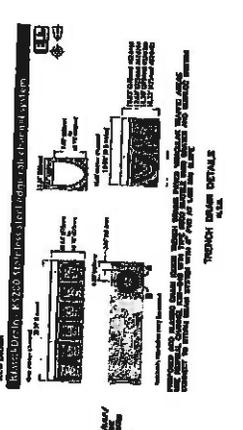
CLEANOUT BYPASS AND STRAPPING DETAIL
A.S.C.

1. THE CLEANOUT BYPASS SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN DIRECTION OF THE PIPE.
2. THE CLEANOUT BYPASS SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SIZE OF THE PIPE.
3. THE CLEANOUT BYPASS SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN MATERIAL OF THE PIPE.
4. THE CLEANOUT BYPASS SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SLOPE OF THE PIPE.



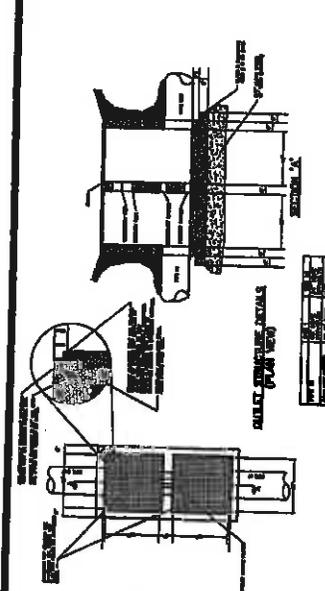
TRENCH DRAIN DETAIL
A.S.C.

1. THE TRENCH DRAIN SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN DIRECTION OF THE PIPE.
2. THE TRENCH DRAIN SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SIZE OF THE PIPE.
3. THE TRENCH DRAIN SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN MATERIAL OF THE PIPE.
4. THE TRENCH DRAIN SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SLOPE OF THE PIPE.



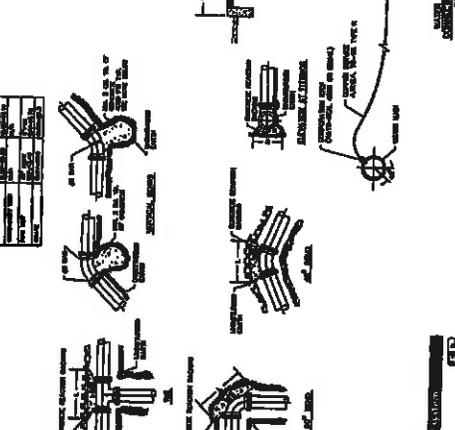
TRENCH DRAIN DETAIL
A.S.C.

1. THE TRENCH DRAIN SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN DIRECTION OF THE PIPE.
2. THE TRENCH DRAIN SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SIZE OF THE PIPE.
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4. THE TRENCH DRAIN SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SLOPE OF THE PIPE.



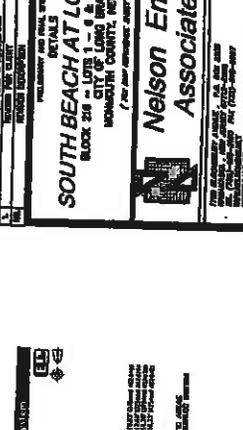
CLEANOUT DETAIL
A.S.C.

1. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN DIRECTION OF THE PIPE.
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CLEANOUT DETAIL
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CLEANOUT DETAIL
A.S.C.

1. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN DIRECTION OF THE PIPE.
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3. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN MATERIAL OF THE PIPE.
4. THE CLEANOUT SHALL BE INSTALLED AT THE POINT OF THE FIRST CHANGE IN SLOPE OF THE PIPE.

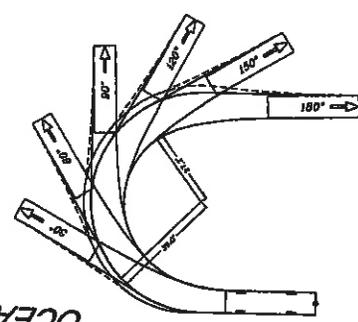
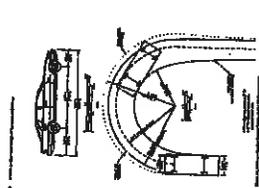
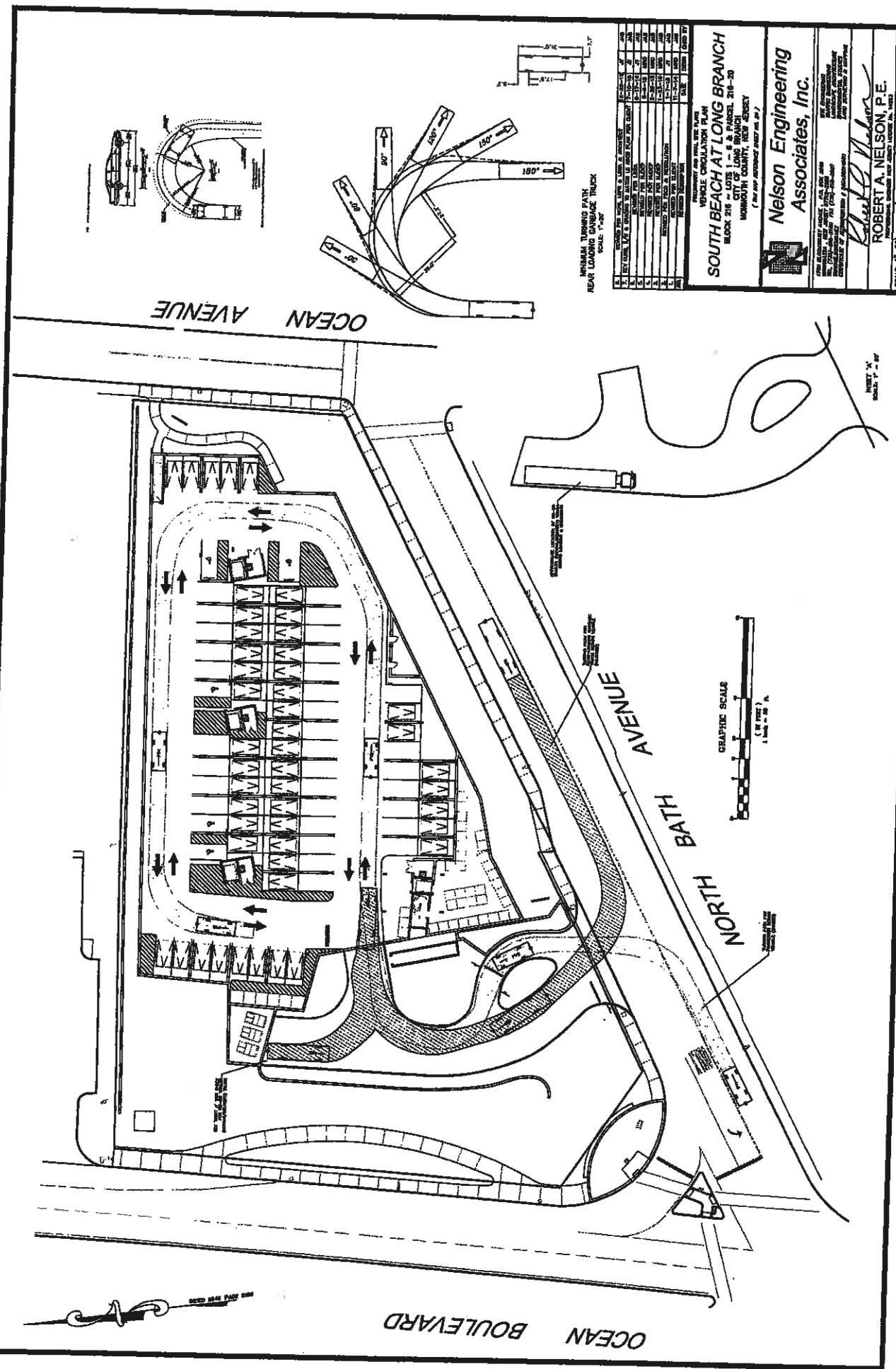
NO.	DESCRIPTION	QTY.	UNIT
1	1/2\"/>		

SOUTH BEACH AT LONG BRANCH
BLOCK 258 - LOTS 1 - 8 & PARCEL 219-20
MORRIS COUNTY, NEW JERSEY
(FOR THE DEVELOPER ONLY)

Nelson Engineering Associates, Inc.
1000 ROUTE 100
MORRIS COUNTY, NEW JERSEY
07960

ROBERT A. NELSON, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF NEW JERSEY
NO. 12000

DATE: 12-27-2014
JOB NO.: 1400000000
SHEET 10 OF 12



MINI-VAN TURNING PATH AND REAR LOADING GARIBASE TRUCK
SCALE: 1"=20'

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
1	REAR LOADING GARIBASE TRUCK	1,200	100%
2	MINI-VAN	1,200	100%
3	MINI-VAN	1,200	100%
4	MINI-VAN	1,200	100%
5	MINI-VAN	1,200	100%
6	MINI-VAN	1,200	100%
7	MINI-VAN	1,200	100%
8	MINI-VAN	1,200	100%
9	MINI-VAN	1,200	100%
10	MINI-VAN	1,200	100%
11	MINI-VAN	1,200	100%
12	MINI-VAN	1,200	100%
13	MINI-VAN	1,200	100%
14	MINI-VAN	1,200	100%
15	MINI-VAN	1,200	100%
16	MINI-VAN	1,200	100%
17	MINI-VAN	1,200	100%
18	MINI-VAN	1,200	100%
19	MINI-VAN	1,200	100%
20	MINI-VAN	1,200	100%
21	MINI-VAN	1,200	100%
22	MINI-VAN	1,200	100%
23	MINI-VAN	1,200	100%
24	MINI-VAN	1,200	100%
25	MINI-VAN	1,200	100%
26	MINI-VAN	1,200	100%
27	MINI-VAN	1,200	100%
28	MINI-VAN	1,200	100%
29	MINI-VAN	1,200	100%
30	MINI-VAN	1,200	100%
31	MINI-VAN	1,200	100%
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33	MINI-VAN	1,200	100%
34	MINI-VAN	1,200	100%
35	MINI-VAN	1,200	100%
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37	MINI-VAN	1,200	100%
38	MINI-VAN	1,200	100%
39	MINI-VAN	1,200	100%
40	MINI-VAN	1,200	100%
41	MINI-VAN	1,200	100%
42	MINI-VAN	1,200	100%
43	MINI-VAN	1,200	100%
44	MINI-VAN	1,200	100%
45	MINI-VAN	1,200	100%
46	MINI-VAN	1,200	100%
47	MINI-VAN	1,200	100%
48	MINI-VAN	1,200	100%
49	MINI-VAN	1,200	100%
50	MINI-VAN	1,200	100%

VEHICLE CIRCULATION PLAN
SOUTH BEACH AT LONG BRANCH
 BLOCK 518 - LOTS 1 - 8 PARCEL 218-20
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (For use, attaching sheet no. 11)

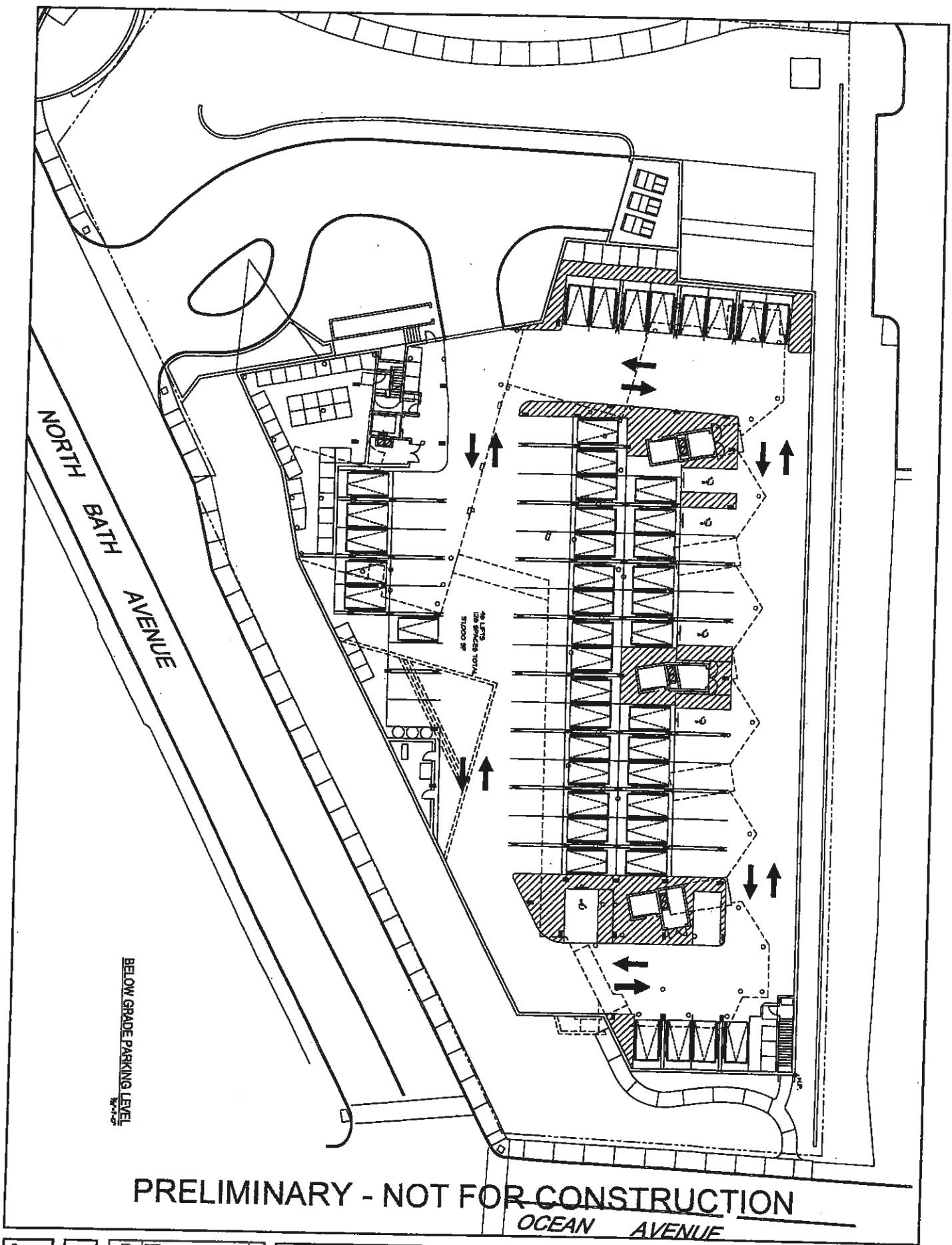
Nelson Engineering Associates, Inc.

FOR ALL PROJECTS AND SERVICES, CONTACT:
 NELSON ENGINEERING ASSOCIATES, INC.
 100 WEST STREET, SUITE 200
 LONG BRANCH, NEW JERSEY 08051
 TEL: 732-536-1100 FAX: 732-536-1101
 WWW.NELSON-ENG.COM

Robert A. Nelson
ROBERT A. NELSON, P.E.
 LICENSE NO. 12000
 STATE OF NEW JERSEY

DATE: 10-1-2014 SHEET 11 OF 12

SHEET 11 OF 12



A-1
SOUTH BEACH AT
LONG BRANCH

2016-02

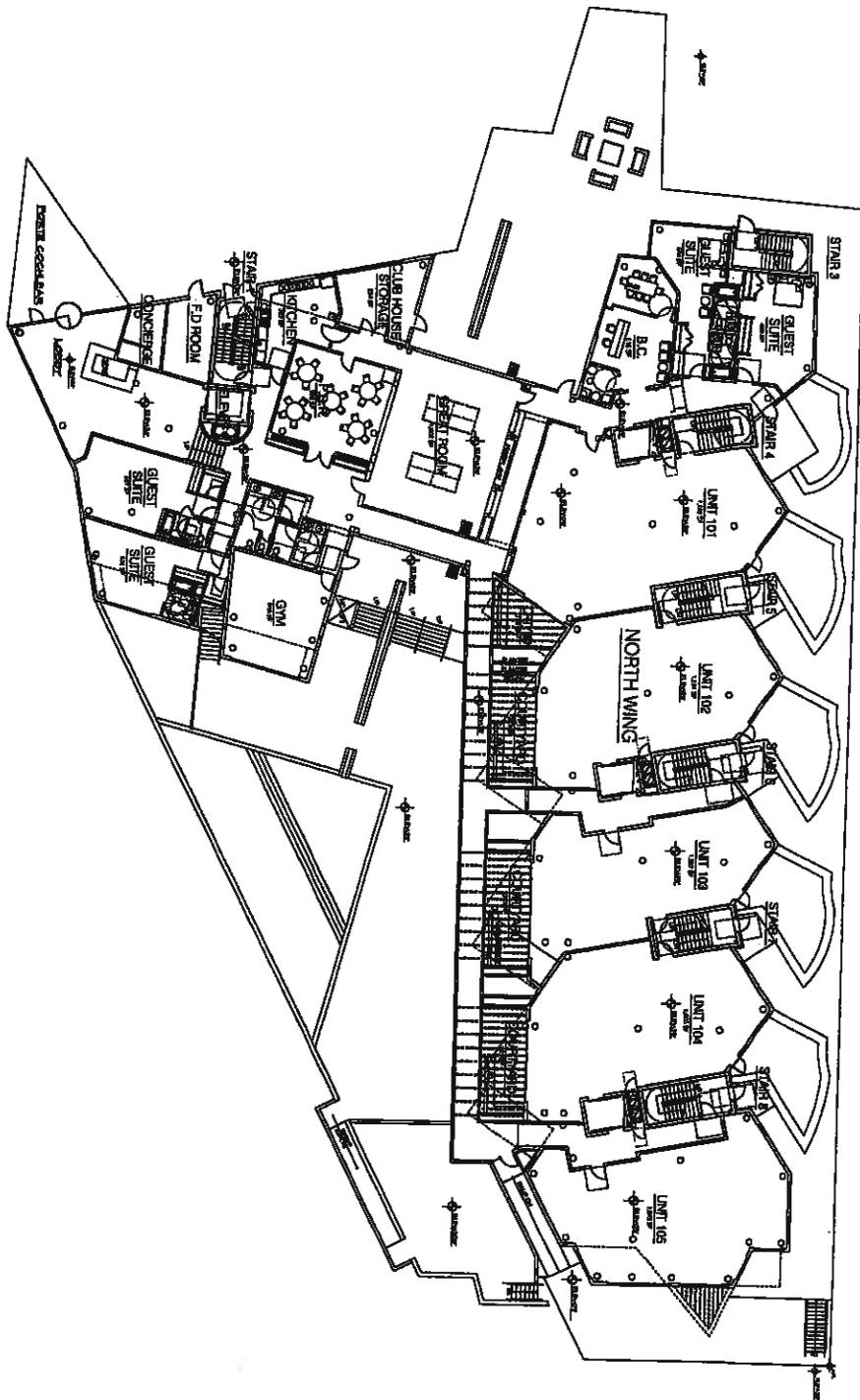
NO.	DATE	DESCRIPTION

BELOW GRADE PARKING LEVEL

SHORE POINT
ARCHITECTURE, PA
100 South Main Street, Ocean Grove, New Jersey 07766
P: 732.774.8800 F: 732.774.7858 www.shorepointarch.com

SHORE POINT
ARCHITECTURE, PA
100 South Main Street, Ocean Grove, New Jersey 07766
P: 732.774.8800 F: 732.774.7858 www.shorepointarch.com

KEY CONSTRUCTION FOR
SOUTH BEACH AT
LONG BRANCH
Long Branch, NJ



PLAZA LEVEL FLOOR PLAN
1/16/12

PRELIMINARY - NOT FOR CONSTRUCTION

A-2
SOUTH BEACH AT
LONG BRANCH

2016-02

NO.	REVISION	DATE

PLAZA LEVEL FLOOR PLAN
Scale as shown

SHORE POINT ARCHITECTURE
ARCHITECTS
108 South Main Street, Ocean Grove, New Jersey 07738
P: 732.774.8900 F: 732.774.7250 www.shorepointar.com

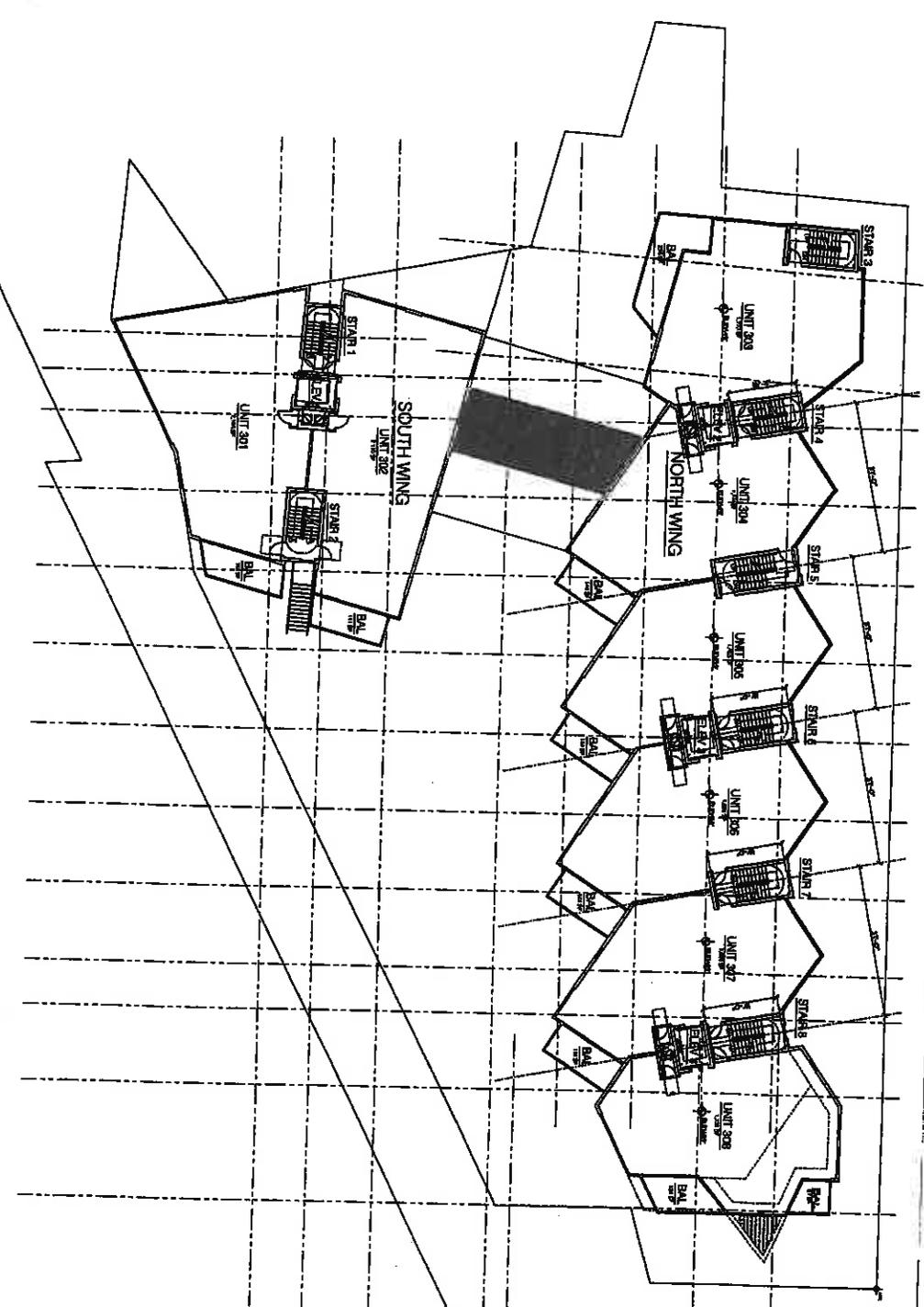
SHORE POINT ARCHITECTURE, PA
108 South Main Street, Ocean Grove, New Jersey 07738
P: 732.774.8900 F: 732.774.7250 www.shorepointar.com

SEA
SOUTH BEACH AT
LONG BRANCH

SEE CONSTRUCTION FOR:
**SOUTH BEACH AT
LONG BRANCH**
Long Branch, NJ

THIRD FLOOR PLAN
S-101-02

PRELIMINARY - NOT FOR CONSTRUCTION



A-4
SOUTH BEACH AT
LONG BRANCH

DATE
2016-10-20

NO.	REVISIONS

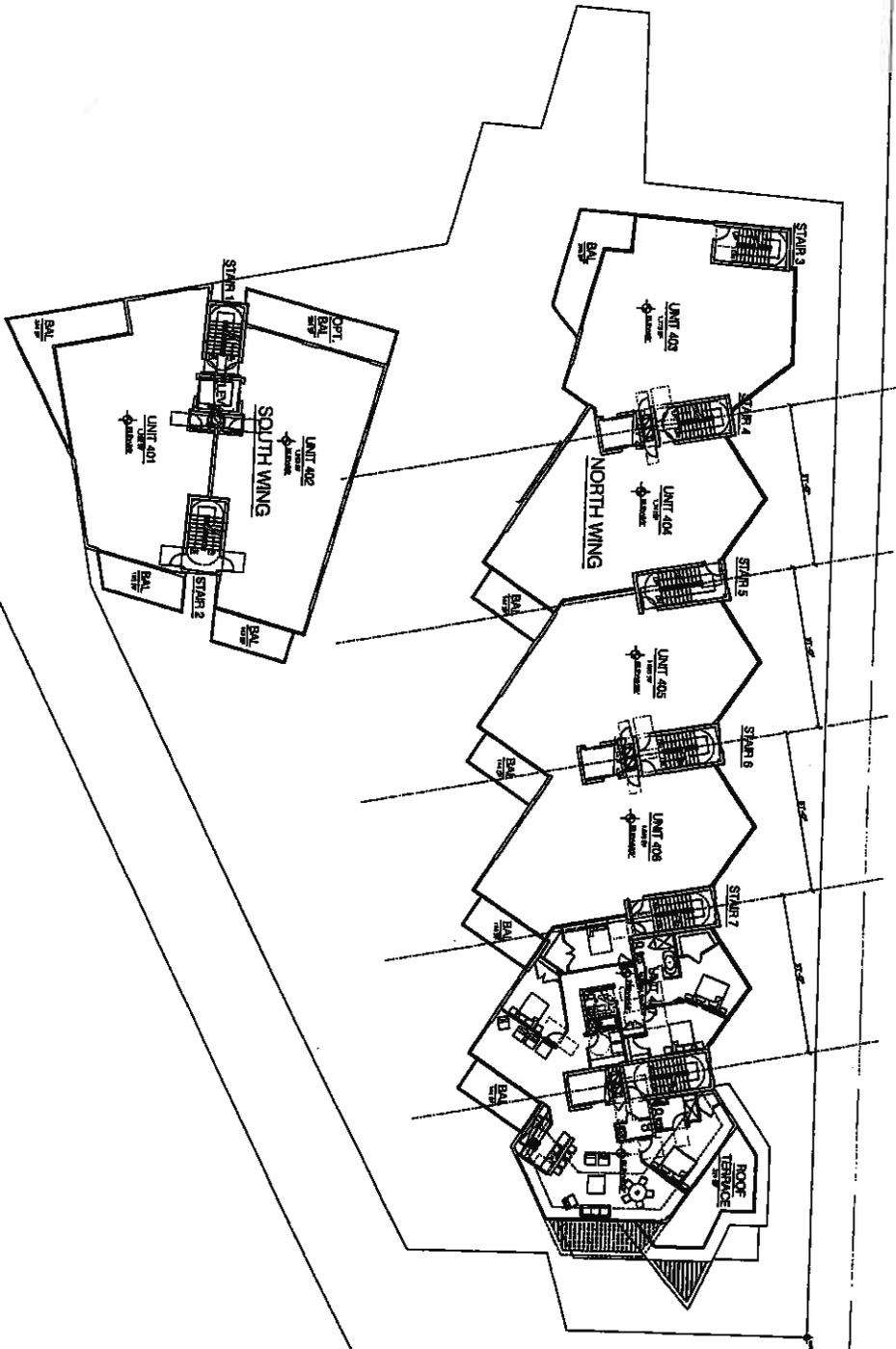
THIRD FLOOR PLAN
Scale as shown

DESIGNED BY
DRAWN BY
CHECKED BY
DATE

SHORE POINT ARCHITECTURE, PA
100 South Main Street, Ocean Grove, New Jersey 07758
P: 732.774.9500 F: 732.774.7250 www.shorepointarch.com

Project: South Beach at Long Branch
S-101-02

FOR CONSTRUCTION PER:
SOUTH BEACH AT LONG BRANCH
Long Branch, NJ



FOURTH FLOOR PLAN
3/16/16

PRELIMINARY - NOT FOR CONSTRUCTION

A-5
CONSTRUCTION AT
LONG BRANCH

DATE
2016-02

NO.	REVISION	DATE

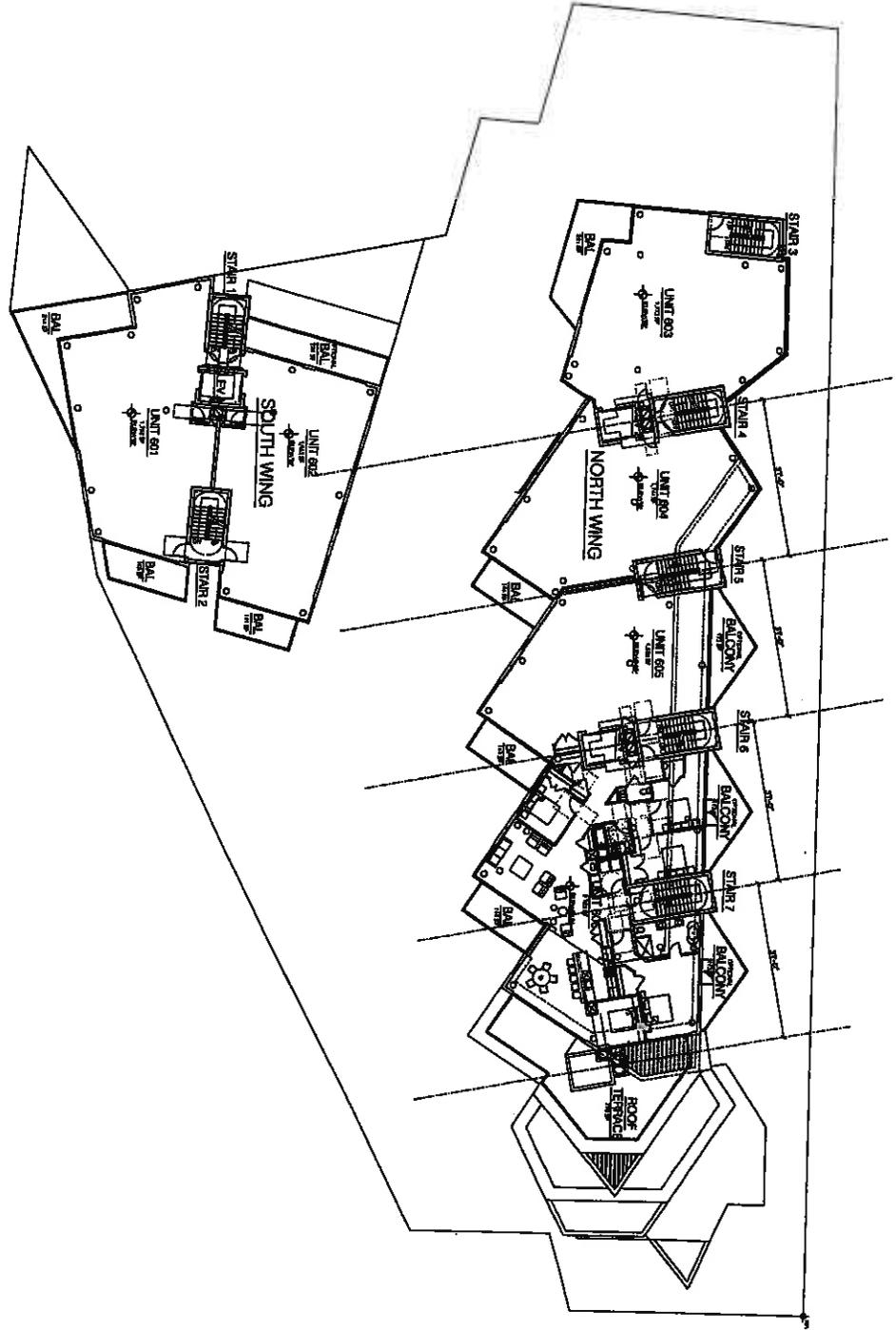
FOURTH FLOOR PLAN
Scale as shown

SHORE POINT ARCHITECTURE, PA
100 South Main Street, Ocean Grove, New Jersey 07756
P: 732.774.8800 F: 732.774.7250 www.shorepointarch.com

SHORE POINT ARCHITECTURE, PA
100 South Main Street, Ocean Grove, New Jersey 07756
P: 732.774.8800 F: 732.774.7250 www.shorepointarch.com

DATE
3/16/16

FOR CONSTRUCTION FOR
SOUTH BEACH AT LONG BRANCH
Long Branch, NJ



SIXTH FLOOR PLAN
S-1-A-02

PRELIMINARY - NOT FOR CONSTRUCTION

A-7
SOUTH BEACH AT
LONG BRANCH
LONG BRANCH, NJ

DATE
2016-02

NO.	DESCRIPTION	DATE

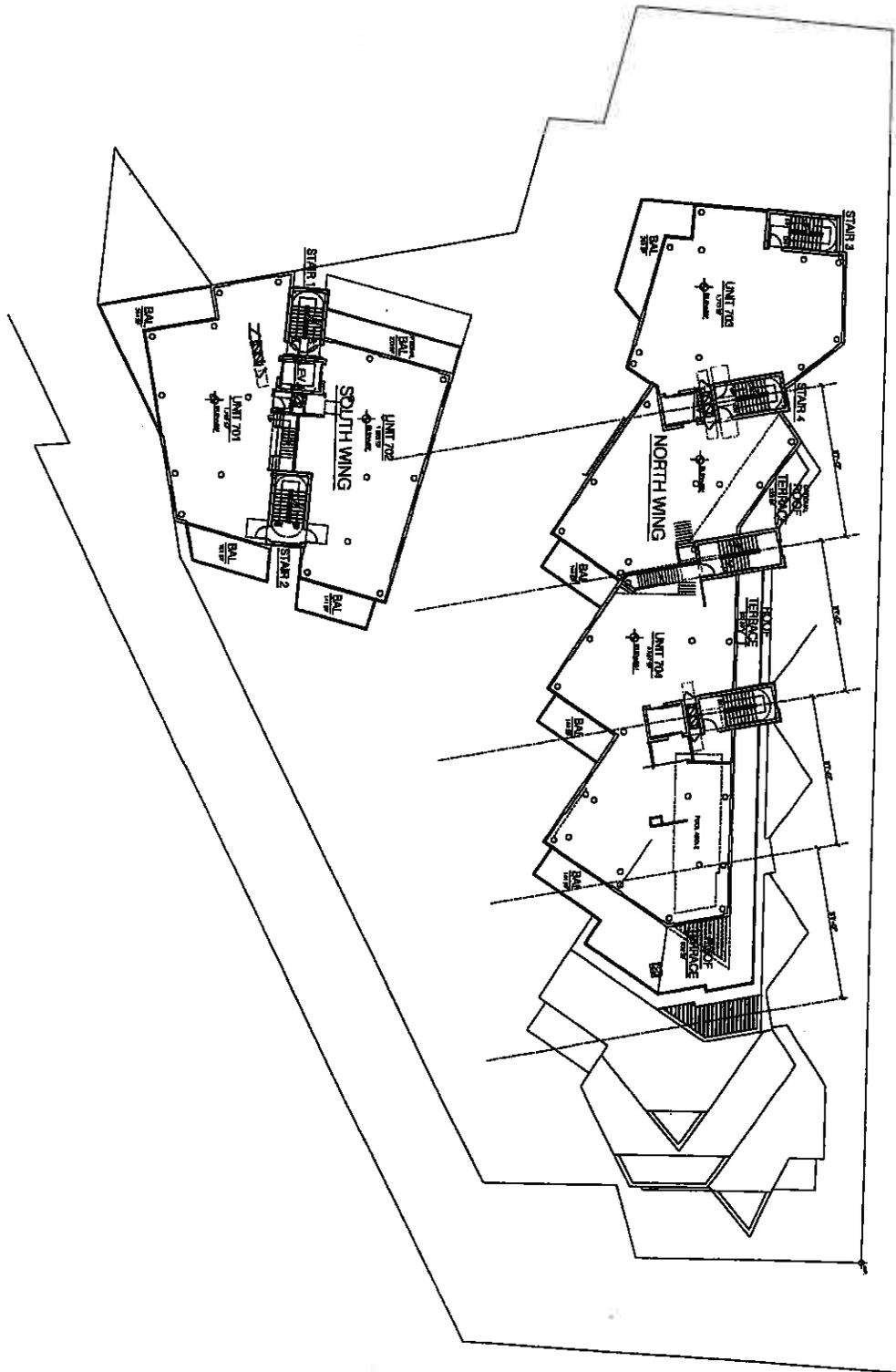
SIXTH FLOOR PLAN
Scale as shown

DESIGN APPROVED
ARCHITECT
DATE: 02/16/16
BY: [Signature]

**SHORE POINT
ARCHITECTURE, PA**
100 South Main Street, Ocean Grove, New Jersey 07718
P: 732.774.8908 F: 732.774.7250 www.shorepointarch.com

DATE: 02/16/16
BY: [Signature]

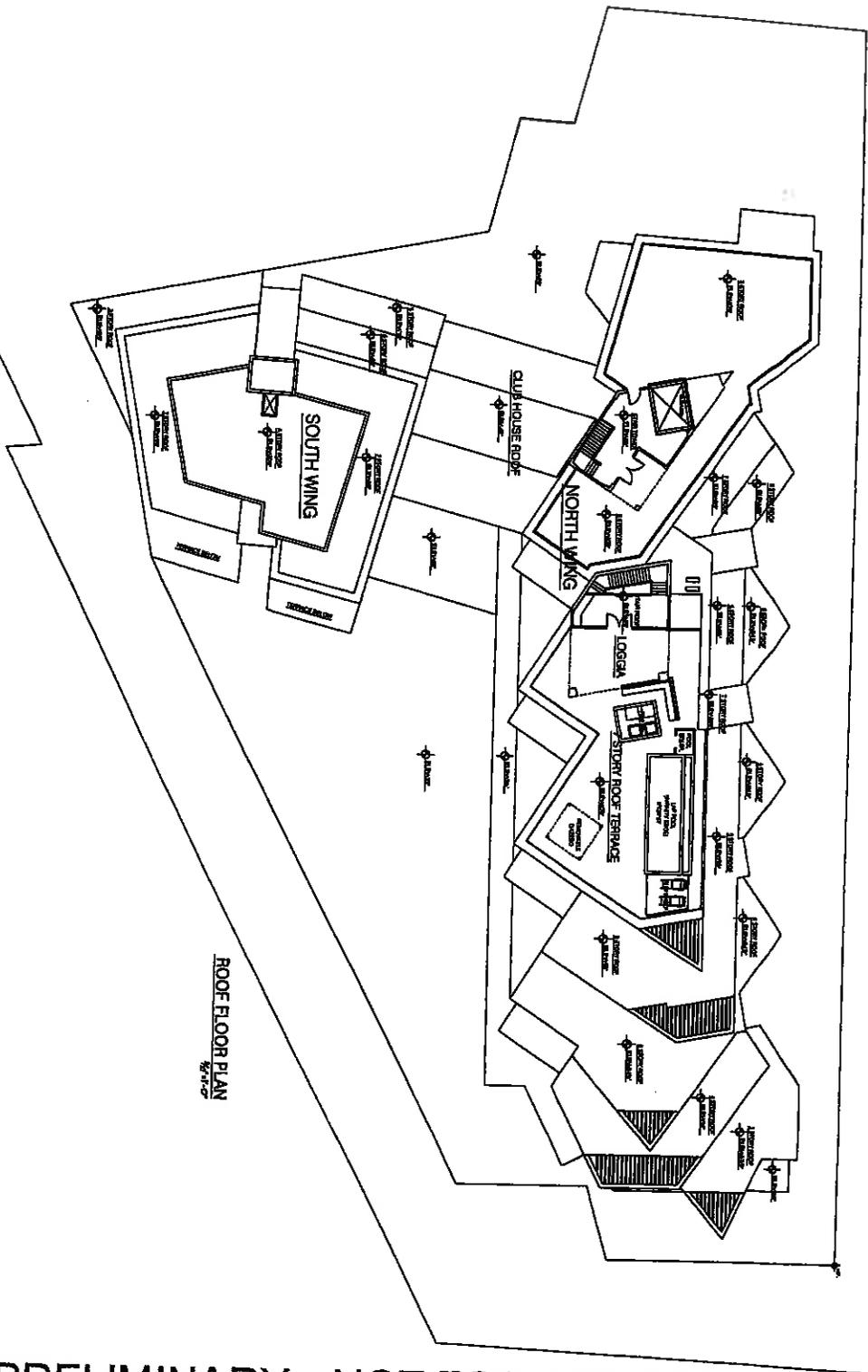
NEW CONSTRUCTION FOR
**SOUTH BEACH AT
LONG BRANCH**
Long Branch, NJ



SEVENTH FLOOR PLAN
16.01.02

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET NO. A-8 DATE 2016-02	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>	NO.	DESCRIPTION																					PROJECT NO. 16.01.02 DATE 2016-02-01	SEVENTH FLOOR PLAN SCALE: AS SHOWN	PROJECT ARCHITECT SHORE POINT ARCHITECTURE, PA 108 SOUTH MAIN STREET, CLASCO GROUP, NEW JERSEY 07756 P: 732.774.8800 F: 732.774.7250 www.shorepointarch.com	SHEET NO. A-8 DATE 2016-02-01	NEW CONSTRUCTION FOR SOUTH BEACH AT LONG BRANCH Long Branch, NJ
NO.	DESCRIPTION																											



ROOF FLOOR PLAN
8/11/12

PRELIMINARY - NOT FOR CONSTRUCTION

A-10
South Beach at Long Branch

2016-02

NO.	REVISION	DATE

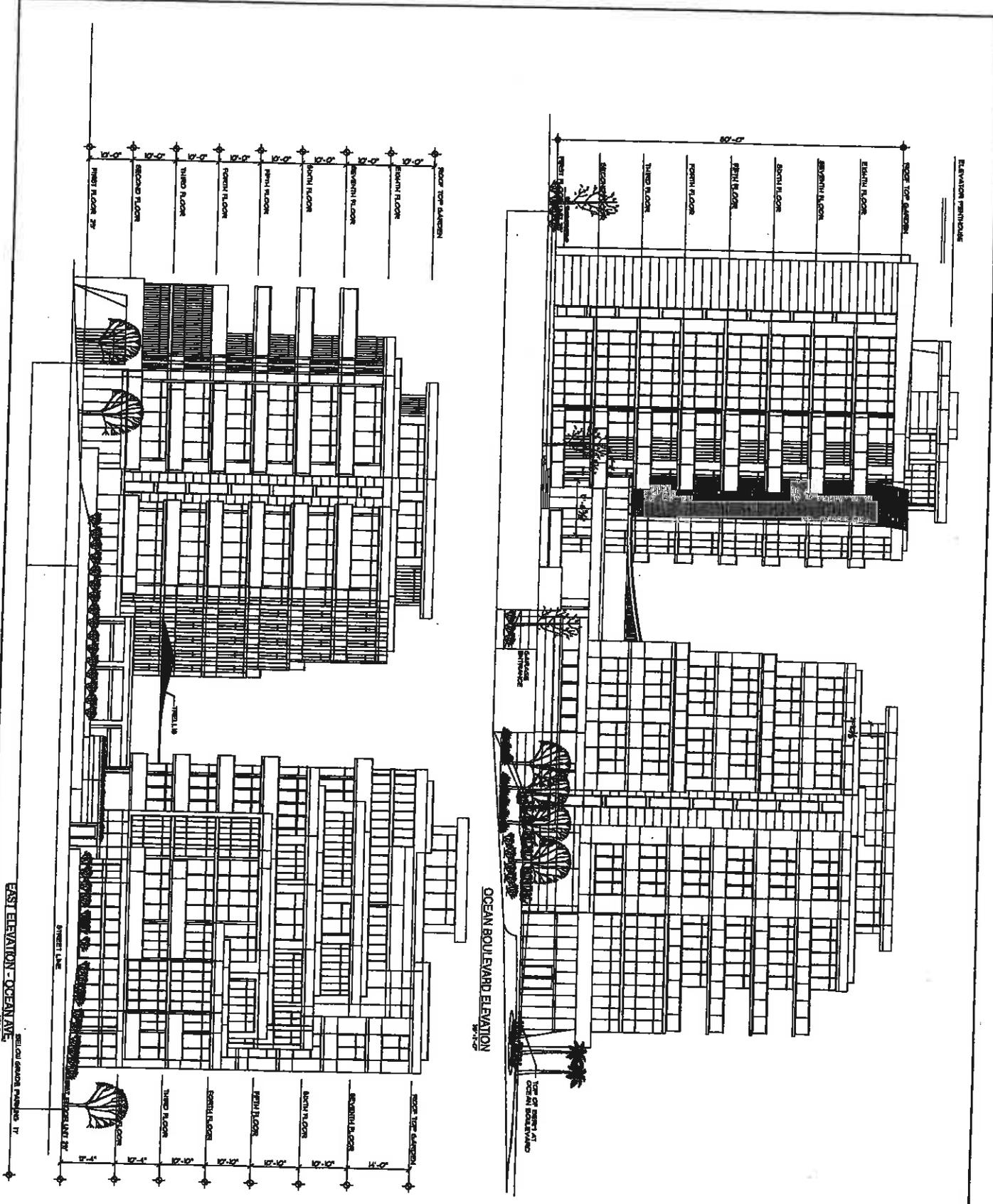
ROOF FLOOR PLAN
Scale as shown

CREATED AND PLOTTED BY: [Name]
DATE: [Date]

SHORE POINT ARCHITECTURE, PA
108 South Main Street, Cassin Grove, New Jersey 07736
Tel: 732.774.2800 Fax: 732.774.7269 www.shorepointarch.com

Scale: 1/8" = 1'-0"
DATE: [Date]

NEW CONSTRUCTION FOR
SOUTH BEACH AT LONG BRANCH
Long Branch, NJ



PRELIMINARY - NOT FOR CONSTRUCTION

A-11
SOUTH BEACH AT
LONG BRANCH

DATE
2016-02

NO.	REVISION	DATE

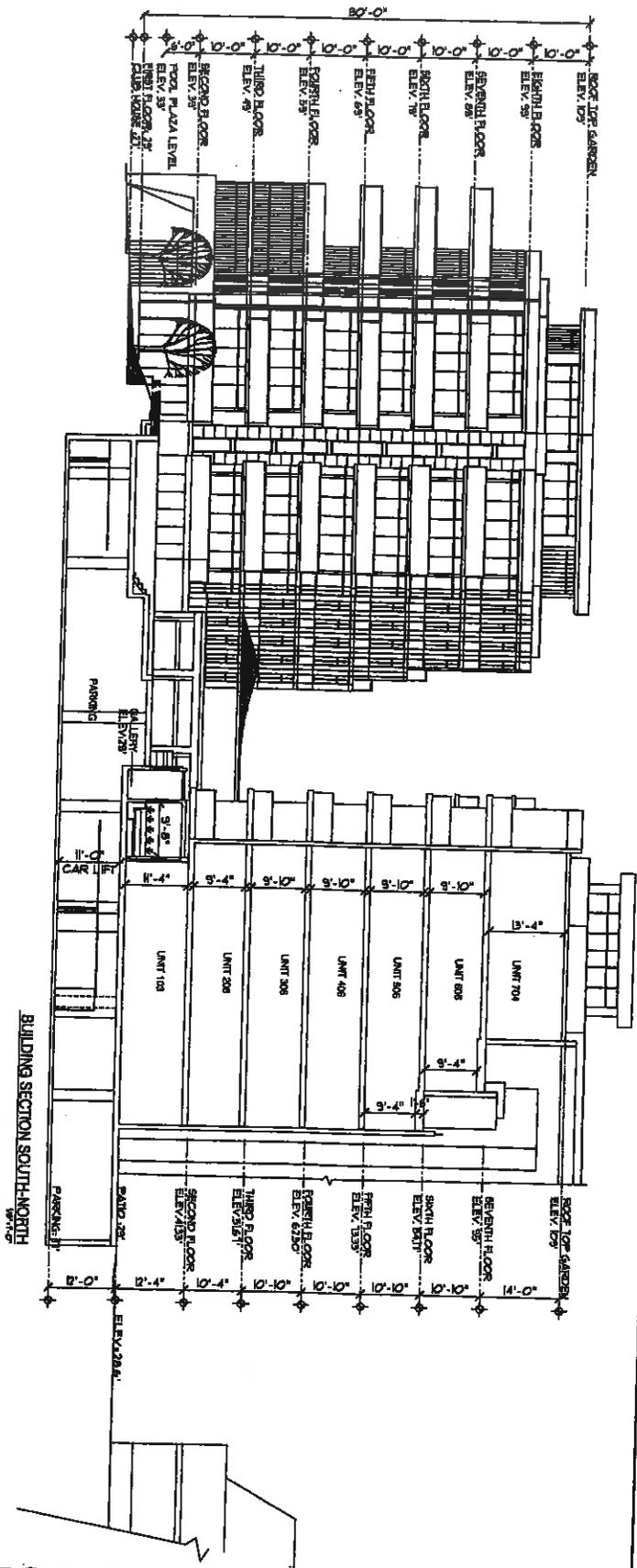
ELEVATIONS
Scale: as shown

SHORE POINT ARCHITECTURE, PA
100 South High Street, Ocean Grove, New Jersey 07768
P: 732.774.8980 F: 732.774.7290 www.shorepointarch.com

SHORE POINT ARCHITECTURE, PA
100 South High Street, Ocean Grove, New Jersey 07768
P: 732.774.8980 F: 732.774.7290 www.shorepointarch.com

DATE
2016-02

NOT CONSTRUCTION FOR
SOUTH BEACH AT
LONG BRANCH
Long Branch, NJ



PRELIMINARY - NOT FOR CONSTRUCTION

<p>A-13 South Beach at Long Branch</p>	<p>2016-02</p>	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION										<p>ELEVATION AND BUILDING SECTION</p>	<p>SHORE POINT ARCHITECTURE, PA 100 South Main Street, Ocean Grove, New Jersey 07718 P. 732.774.8908 F. 732.774.7220 www.shorepointpa.com</p>	<p>SHORE POINT ARCHITECTURE, PA 100 South Main Street, Ocean Grove, New Jersey 07718 P. 732.774.8908 F. 732.774.7220 www.shorepointpa.com</p>	<p>SEE CONSTRUCTION FOR SOUTH BEACH AT LONG BRANCH Long Branch, NJ</p>
NO.	DATE	DESCRIPTION																

PROPERTY OWNERS WITHIN 200 FEET

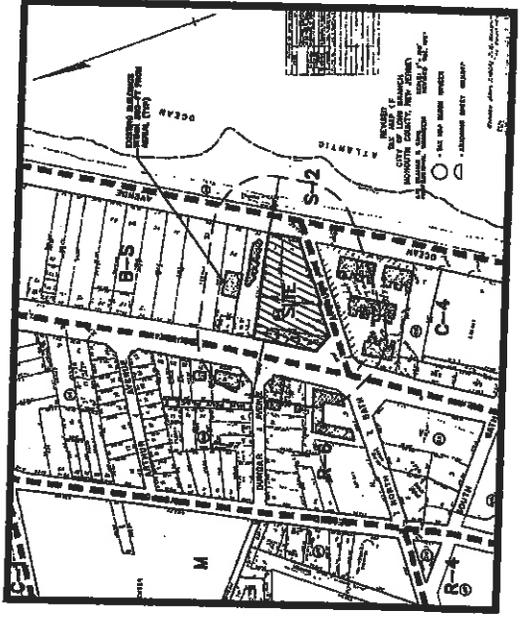
Lot No.	Owner Name	Address	City	State	Zip
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INDEX OF SHEETS

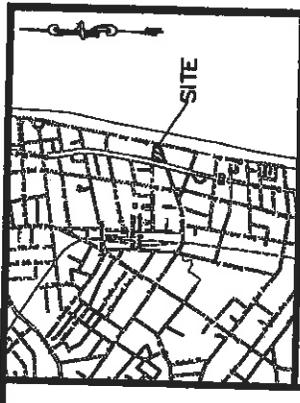
SHEET #	SHEET DESCRIPTION
1 OF 12	TITLE SHEET
2 OF 12	GENERAL NOTES
3 OF 12	FOUNDATION PLAN
4 OF 12	CONSTRUCTION PLAN
5 OF 12	LANDSCAPE PLAN
6 OF 12	PROFILES
7 OF 12	SOIL EROSION AND SEDIMENT CONTROL PLAN
8 OF 12	DETAILS
9 OF 12	VEHICLE CIRCULATION PLAN
10 OF 12	VEHICLE CIRCULATION PLAN
11 OF 12	STAGING PLAN
12 OF 12	STAGING PLAN

PRELIMINARY & FINAL SITE PLANS
 SOUTH BEACH AT LONG BRANCH
 320 OCEAN AVENUE
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY 07740

APPLICANT:
 FEM SOUTH BEACH, LLC
 2 CHANGE BRIDGE ROAD
 SUITE 201
 MONTVILLE, NJ 07045



200-FT RADIUS MAP
 SCALE: 1" = 300'±



KEY MAP SCALE: 1" = 2,000'±

GENERAL INFORMATION

1. THESE PLANS ARE PREPARED BY THE ENGINEER AND ARCHITECT FOR THE APPLICANT AND ARE NOT TO BE USED FOR ANY OTHER PROJECT OR IN ANY OTHER MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT.

2. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.

3. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.

4. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.

5. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.

6. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.

7. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.

8. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.

9. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.

10. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BRANCH AND THE STATE OF NEW JERSEY.

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLANS	10/15/13
2	REVISED PLANS	11/15/13
3	REVISED PLANS	12/15/13
4	REVISED PLANS	01/15/14
5	REVISED PLANS	02/15/14
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7	REVISED PLANS	04/15/14
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98	REVISED PLANS	11/15/21
99	REVISED PLANS	12/15/21
100	REVISED PLANS	01/15/22

TITLE SHEET
 SOUTH BEACH AT LONG BRANCH
 BLOCK 216 ~ LOTS 1 - 6 PARCELS 216-20
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (FOR THE ENGINEER AND ARCHITECT)

Nelson Engineering Associates, Inc.

ROBERT A. NELSON, P.E.
 1000 ROUTE 108
 SUITE 100
 FREEHOLD, NJ 07728
 TEL: 732-709-1111
 FAX: 732-709-1112

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY CONSTRUCTION CODES AND THE LATEST EDITIONS OF THE NEW JERSEY PLUMBING, MECHANICAL AND ELECTRICAL CODES.

3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY ZONING ORDINANCES AND THE LATEST EDITIONS OF THE NEW JERSEY SUBDIVISION MAPS ACT.

4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY ENVIRONMENTAL REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY HISTORIC PRESERVATION ACT.

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY LAND USE PLANNING AND DEVELOPMENT ACT.

6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY WATER AND SEWERAGE REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY SOLID WASTE REGULATIONS.

7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY AIR POLLUTION REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY SOIL POLLUTION REGULATIONS.

8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY SOUND AND VIBRATION REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY CLIMATE CHANGE REGULATIONS.

9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY ENERGY REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY WATER RESOURCES REGULATIONS.

10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY TRANSPORTATION REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY UTILITIES REGULATIONS.

11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY OCCUPATIONAL SAFETY AND HEALTH REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY LABOR REGULATIONS.

12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC WORKS REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC UTILITIES REGULATIONS.

13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC SAFETY REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC DEFENSE REGULATIONS.

14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC HEALTH REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC WELFARE REGULATIONS.

15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC EDUCATION REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC CULTURE REGULATIONS.

16. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC RECREATION REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC ARTS REGULATIONS.

17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC SERVICES REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC UTILITIES REGULATIONS.

18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC TRANSPORTATION REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC UTILITIES REGULATIONS.

19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC UTILITIES REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC UTILITIES REGULATIONS.

20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC UTILITIES REGULATIONS AND THE LATEST EDITIONS OF THE NEW JERSEY PUBLIC UTILITIES REGULATIONS.

REVISIONS AND DATE SHEET

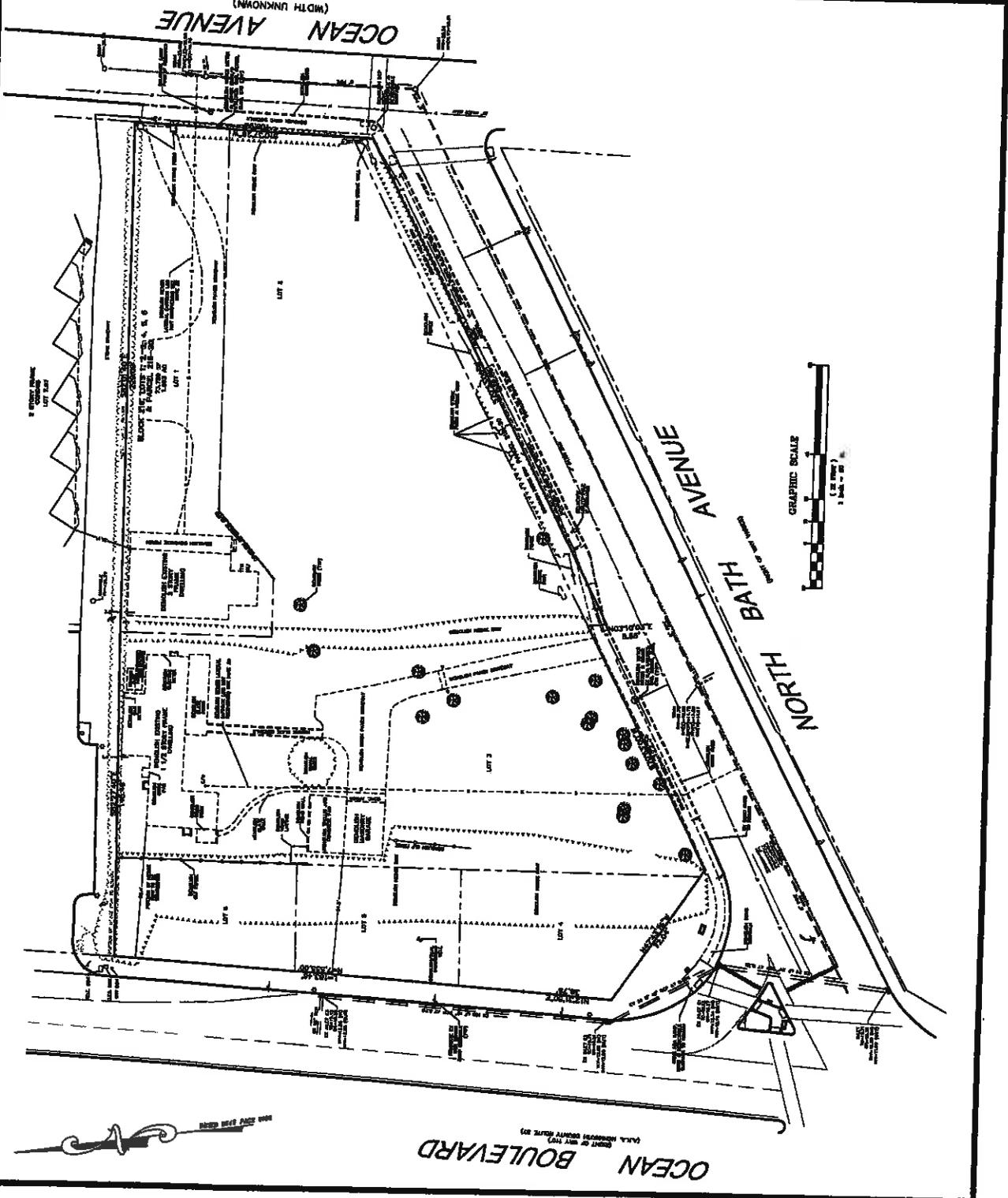
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19	REVISIONS TO PERMIT	07/01/2015
20	REVISIONS TO PERMIT	07/15/2015

SOUTH BEACH AT LONG BRANCH
 BLOCK 210 - LOTS 1 - 6 PARCELS 210-20
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (FOR PERMIT SUBMITTAL ONLY)

Nelson Engineering Associates, Inc.

ROBERT A. NELSON, P.E.
 PROJECT MANAGER

DATE: 10-1-2014 SHEET 2 OF 12



GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND LOCAL OFFICIALS.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

5. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE FINISHED GRADE UNLESS OTHERWISE NOTED.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

7. ALL FOUNDATIONS SHALL BE CONSTRUCTED ON UNDISTURBED SOIL UNLESS OTHERWISE NOTED.

8. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS.

9. ALL STEELWORK SHALL BE WELDED AND PAINTED IN ACCORDANCE WITH THE SPECIFICATIONS.

10. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

11. ALL MECHANICAL, ELECTRICAL AND PLUMBING WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL STANDARDS.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

14. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

15. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

17. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

18. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

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18. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

19. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

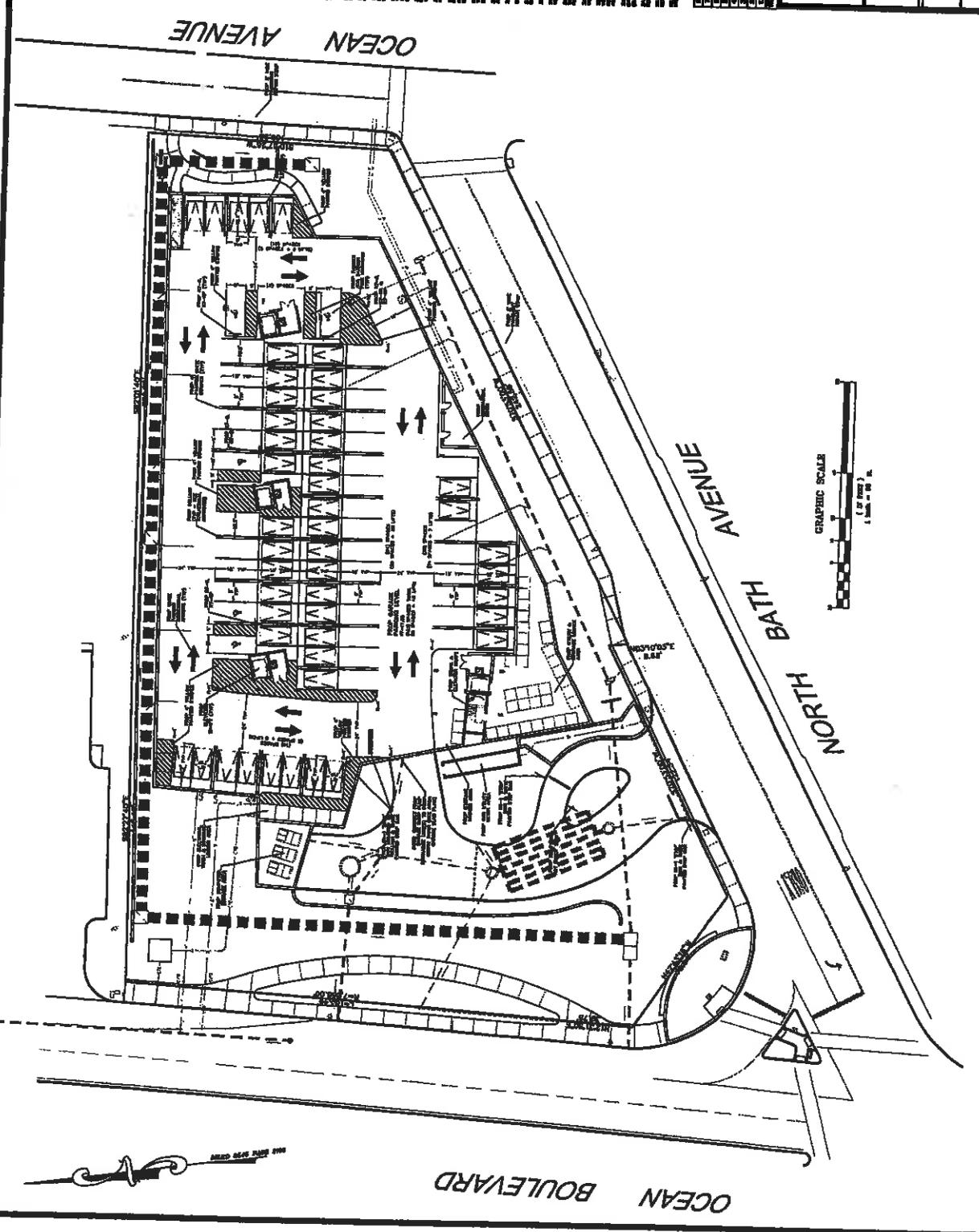
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

SOUTH BEACH AT LONG BRANCH
 BLOCK 218 - LOTS 1 & 2
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (SEE PLAN SHEET 218-20)

Nelson Engineering Associates, Inc.

ROBERT A. NELSON, P.E.
 LICENSE NO. 132078
 DATE: 10-1-2014
 SHEET 3 OF 12

DATE: 10-1-2014
 SHEET 3 OF 12



NO.	DESCRIPTION	AMOUNT	TOTAL
1	CONCRETE	1000	1000
2	STEEL	2000	2000
3	WOOD	500	500
4	GLASS	1500	1500
5	MECHANICAL	3000	3000
6	ELECTRICAL	2500	2500
7	PLUMBING	1800	1800
8	PAINT	1200	1200
9	LANDSCAPE	800	800
10	OTHER	1000	1000
TOTAL		15800	15800

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE EXISTING FINISH FLOOR LEVEL.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

7. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORKING SITE AT ALL TIMES.

9. ALL UTILITIES SHALL BE DEEPER THAN THE EXISTING FINISH FLOOR LEVEL.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AT ALL TIMES.

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20. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORKING SITE AT ALL TIMES.

UTILITY PLAN

SOUTH BEACH AT LONG BRANCH
 BLOCKS 218 - 219 - 220 - 221 - 222 - 223 - 224 - 225 - 226 - 227 - 228 - 229 - 230
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (See also Appendix Sheet No. 21.)

NO.	DESCRIPTION	DATE	BY	CHKD BY
1	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
2	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
3	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
4	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
5	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
6	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
7	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
8	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
9	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
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14	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
15	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
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17	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
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19	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN
20	PROPOSED 6-STORY RESIDENTIAL BUILDING	10-1-2014	RAN	RAN

UTILITY PLAN

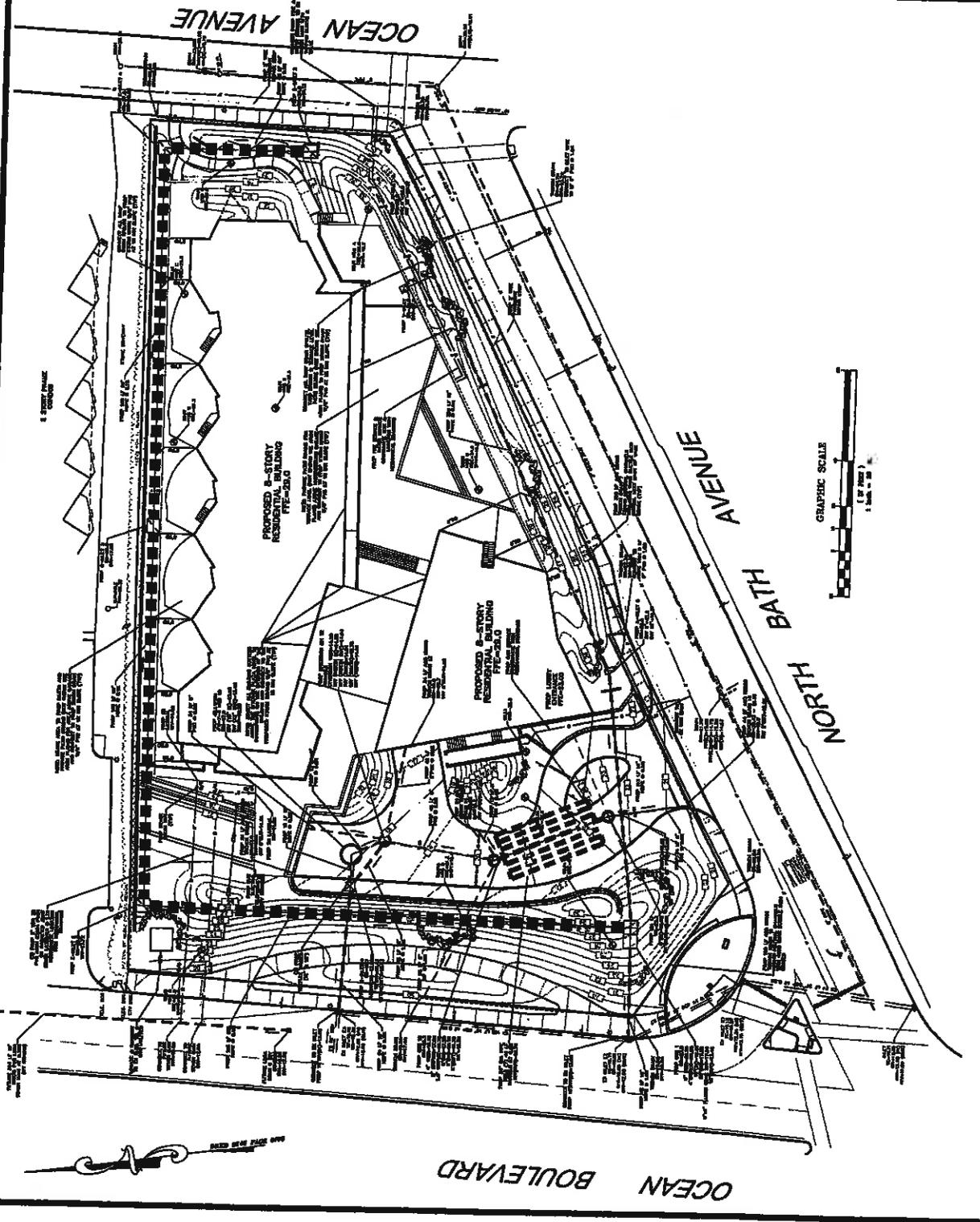
SOUTH BEACH AT LONG BRANCH
 BLOCKS 218 - 219 - 220 - 221 - 222 - 223 - 224 - 225 - 226 - 227 - 228 - 229 - 230
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (See also Appendix Sheet No. 21.)

Nelson Engineering Associates, Inc.

1000 ROUTE 100
 SUITE 200
 SOUTH BEACH AT LONG BRANCH
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (See also Appendix Sheet No. 21.)

Robert A. Nelson, P.E.
 PROFESSIONAL ENGINEER
 LICENSE NO. 12000
 EXPIRES 12-31-2014

DATE: 10-1-2014
 SHEET 9 OF 12



PROPERTY OWNERS WITHIN 200 FEET

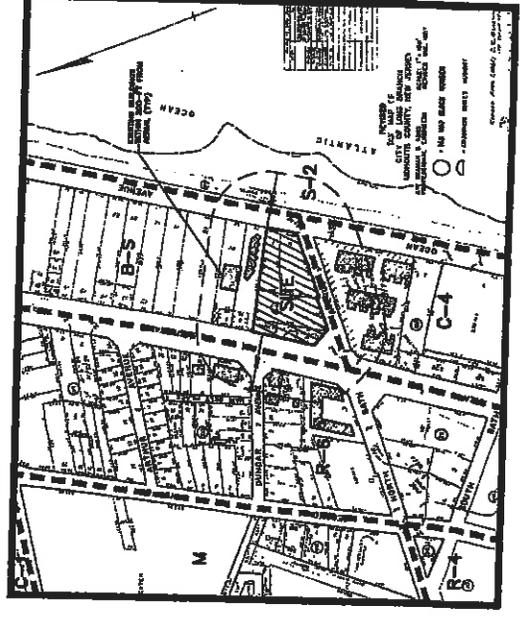
Block	Lot	Owner Name	Address	City	State	Zip
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INDEX OF SHEETS

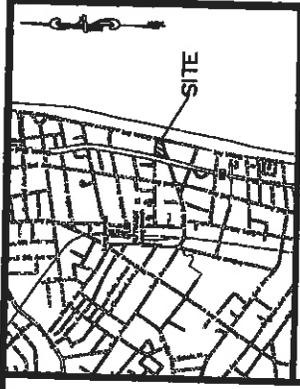
SHEET #	DESCRIPTION
1	TITLE SHEET
2	FOUNDATION PLAN
3	CONSTRUCTION PLAN
4	CONSTRUCTION PLAN
5	CONSTRUCTION PLAN
6	CONSTRUCTION PLAN
7	PROFILES
8	PROFILES
9	SOIL EROSION AND SEDIMENT CONTROL PLAN
10	SOIL EROSION AND SEDIMENT CONTROL PLAN
11	VEHICLE CIRCULATION PLAN
12	STAGING PLAN

PRELIMINARY & FINAL SITE PLANS
 SOUTH BEACH AT LONG BRANCH
 320 OCEAN AVENUE
 BLOCK 216 ~ LOTS 1, 2, 3, 4, 5, 6 & PARCEL 216-20
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY 07740

APPLICANT:
 FEM SOUTH BEACH, LLC
 2 CHANGEBRIDGE ROAD
 SUITE 201
 MONTVILLE, NJ 07045



200-FT RADIUS MAP
 SCALE: 1" = 300'



KEY MAP SCALE: 1" = 2,000'

GENERAL INFORMATION

1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE FINAL PLAN SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

2. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE STATE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS.

3. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE STATE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS.

4. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE STATE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS.

5. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE STATE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS.

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10. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE STATE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS.

TITLE SHEET
 SOUTH BEACH AT LONG BRANCH
 BLOCK 216 ~ LOTS 1, 2, 3, 4, 5, 6 & PARCEL 216-20
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (SEE CITY ENGINEER'S OFFICE FOR PLAN)

Nelson Engineering Associates, Inc.

ROBERT A. NELSON, P.E.
 ENGINEER
 DATE: 10-11-2014
 SHEET 1 OF 12

GENERAL CONTRACTOR'S NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURBS AND SIDEWALKS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPING.

6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAYS AND PAVEMENT.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

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45. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPING.

46. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAYS AND PAVEMENT.

47. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

48. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURBS AND SIDEWALKS.

49. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPING.

50. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAYS AND PAVEMENT.

NO.	DESCRIPTION	DATE	BY	CHKD BY
1	ISSUED FOR PERMITS	10-15-54	RA	RA
2	ISSUED FOR PERMITS	10-15-54	RA	RA
3	ISSUED FOR PERMITS	10-15-54	RA	RA
4	ISSUED FOR PERMITS	10-15-54	RA	RA
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49	ISSUED FOR PERMITS	10-15-54	RA	RA
50	ISSUED FOR PERMITS	10-15-54	RA	RA

CONSTRUCTION PLAN

SOUTH BEACH AT LONG BRANCH

BLOCK 210 - LOTS 1 - 8 & PARCELS 210-20

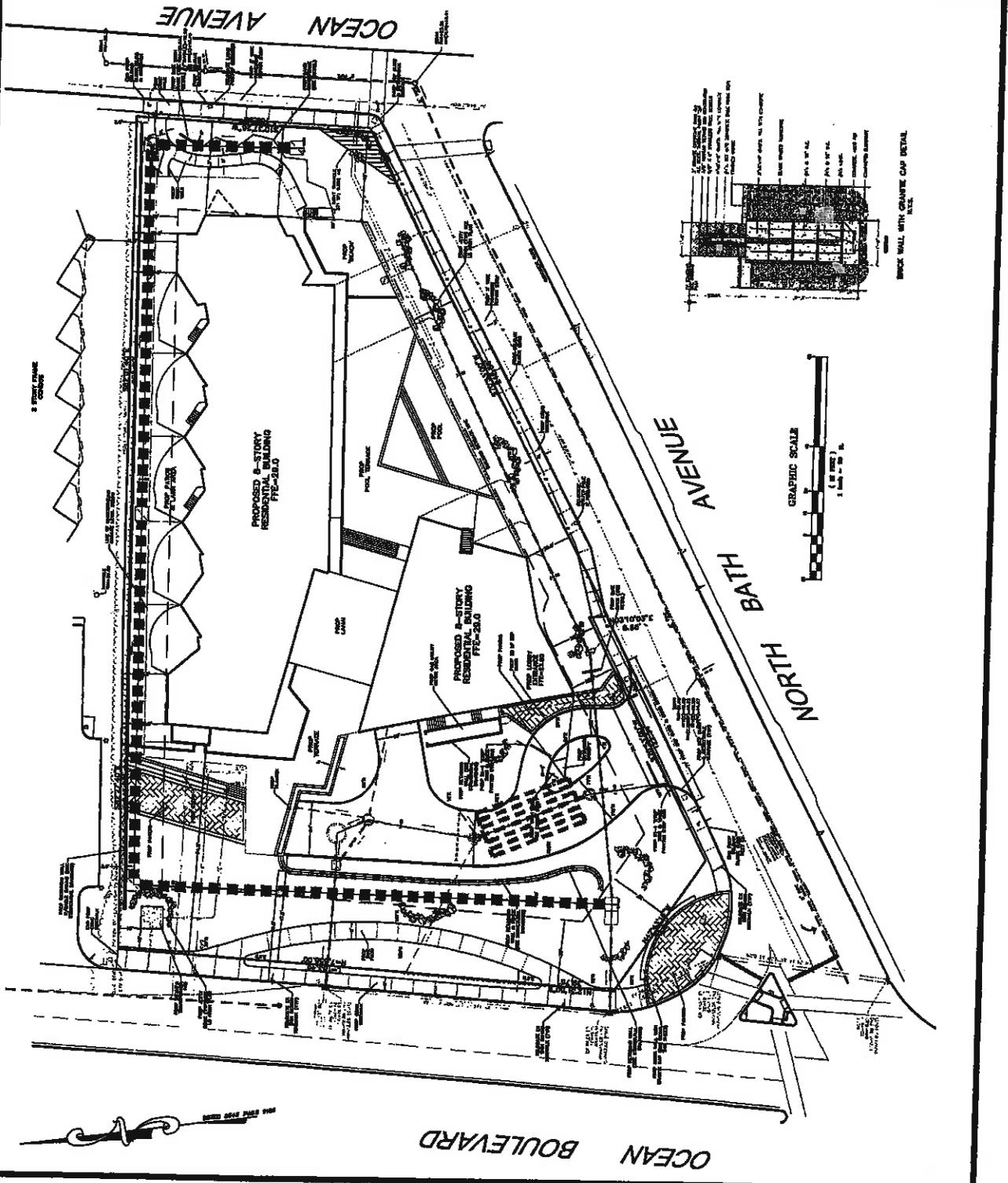
MANHATTAN CLAYTON ROAD DISTRICT

(SEE MAP ATTACHED SHEET NO. 41)

Nelson Engineering Associates, Inc.

FOR ARCHITECT: J. P. DE WITT
 1000 BROADWAY, NEW YORK 10001
 FOR ENGINEER: ROBERT A. NELSON, P.E.
 1000 BROADWAY, NEW YORK 10001
 CONTRACT NO. 100-10000-10000
 SHEET 4 OF 12

SCALE: 1" = 20'
 DRAWN BY: J.P.D.
 CHECKED BY: R.A.N.
 DATE: 10-15-54



GENERAL NOTES:

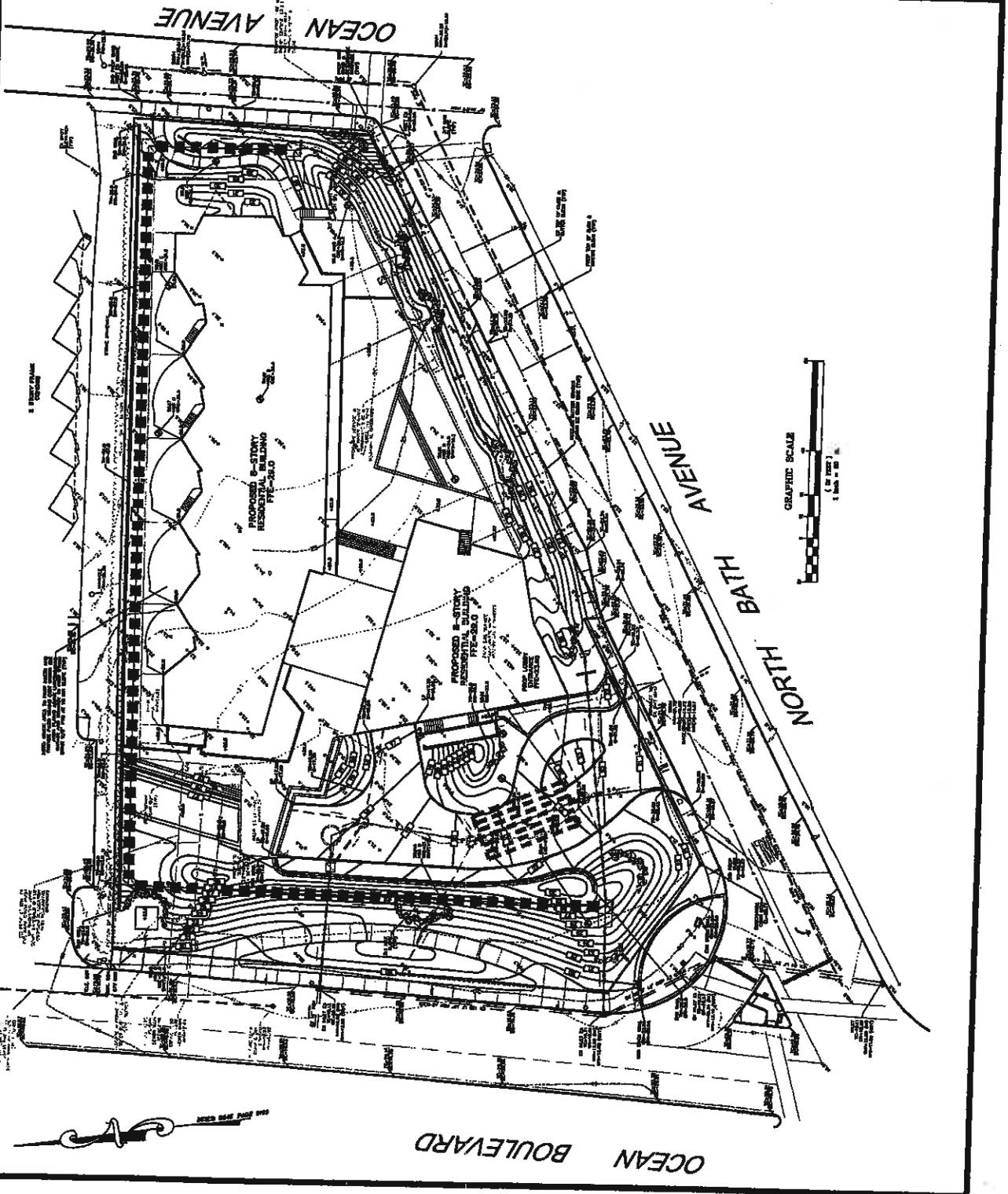
1. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF HEALTH AND THE BOARD OF SUPERVISORS OF MONMOUTH COUNTY, NEW JERSEY.
2. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF HEALTH AND THE BOARD OF SUPERVISORS OF MONMOUTH COUNTY, NEW JERSEY.
3. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF HEALTH AND THE BOARD OF SUPERVISORS OF MONMOUTH COUNTY, NEW JERSEY.
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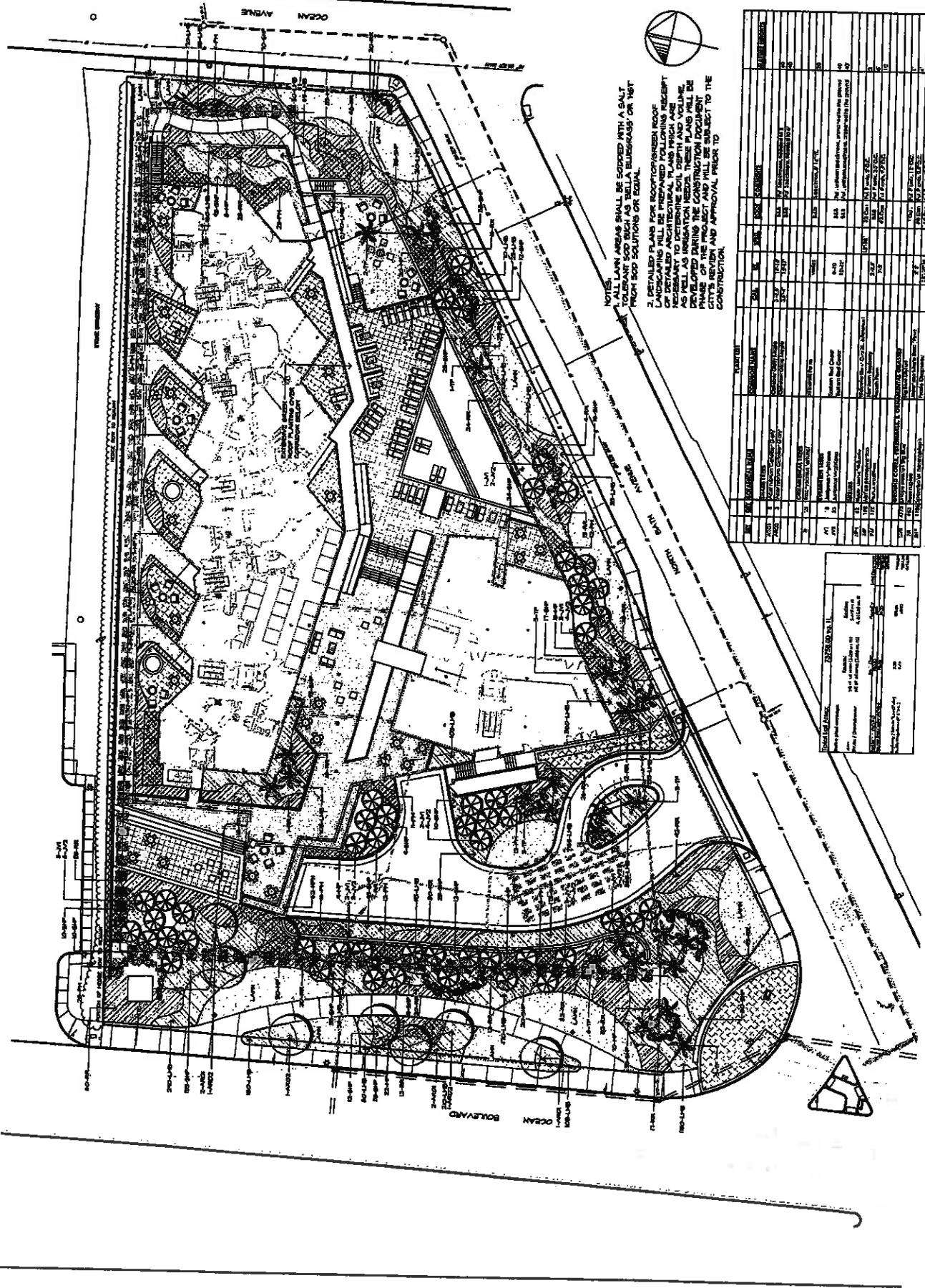
PRELIMINARY AND FINAL SITE PLAN
GRADING PLAN
SOUTH BEACH AT LONG BRANCH
 BLOCK 818 - LOTS 1 - 8 & PARCEL 218-30
 MONMOUTH COUNTY, NEW JERSEY
 (THE NEW JERSEY DEPARTMENT OF TREASURY)

Nelson Engineering Associates, Inc.
 1000 ROUTE 100, SUITE 200
 FREEHOLD, NEW JERSEY 07728
 TEL: 732-799-1000
 FAX: 732-799-1001

Robert A. Nelson
ROBERT A. NELSON, P.E.
 PROFESSIONAL ENGINEER
 LICENSE NO. 12000
 EXPIRES 12/31/2014

DATE: 10-1-2014 SHEET 5 OF 12

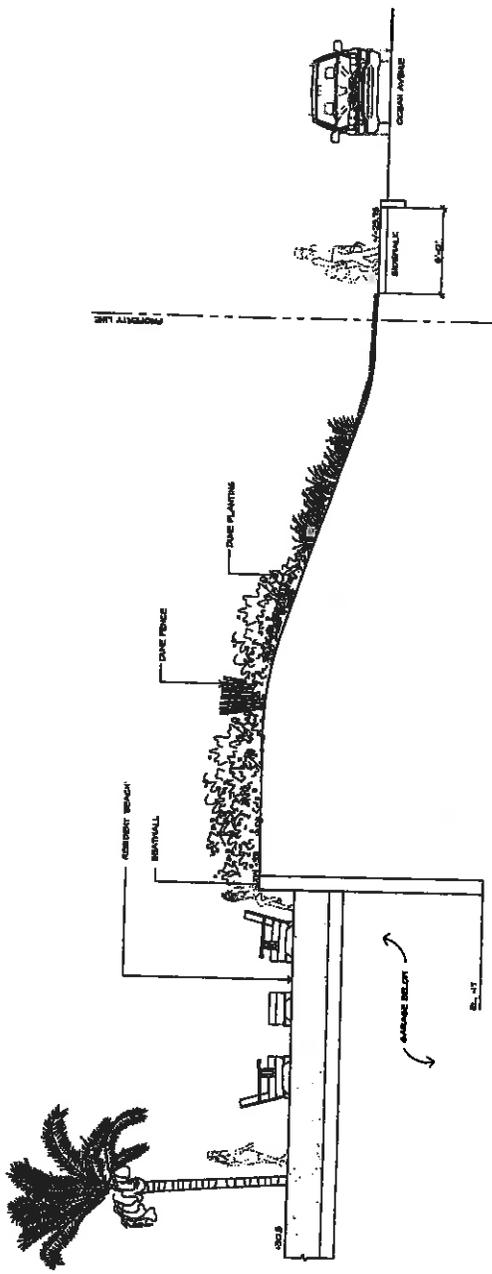




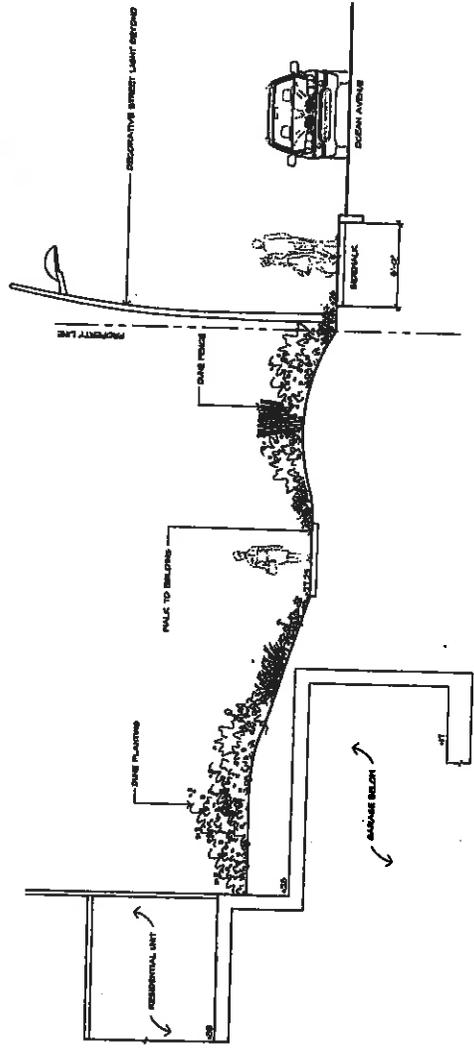
NOTES:
1. ALL LAWN AREAS SHALL BE ESCORTED WITH A SALT TOLERANT SOO SUCH AS SELLA BULBSHAWP OR TURT HIGH SOO SOLUTIONS OR ESIAL.
2. DETAILED PLANS FOR SCOPED/ISSUED REQS LANDSCAPING WILL BE PREPARED FOLLOWING RECEIPT REVISED ARCHITECTURAL PLANS WHICH ARE AS WELL AS IRRIGATION NEEDS, TRENCH AND VOLUME BE DEVELOPED DURING THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT AND WILL BE SUBJECT TO THE CONSTRUCTION AND APPROVAL PRIOR TO THE CONSTRUCTION.

NO.	DATE	DESCRIPTION	BY	CHKD.	SCALE	STATUS
1	10/1/00	CONCEPTUAL LAYOUT	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
2	10/1/00	SCOPED/ISSUED REQS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
3	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
4	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
5	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
6	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
7	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
8	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
9	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
10	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
11	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
12	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
13	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
14	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
15	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
16	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
17	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
18	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
19	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL
20	10/1/00	CONSTRUCTION DOCUMENTS	T.R.B.	T.R.B.	1/8" = 1'-0"	FOR APPROVAL

DATE: 10/1/00
 PROJECT NO.: 100000000
 SHEET NO.: 2-1
 TOTAL SHEETS: 2
 SCALE: AS SHOWN
 DRAWN BY: T.R.B.
 CHECKED BY: T.R.B.
 APPROVED BY: T.R.B.
 TITLE: LANDSCAPE ARCHITECTURAL PLAN



1 SECTION: RESIDENT 'BEACH' AT OCEAN AVENUE

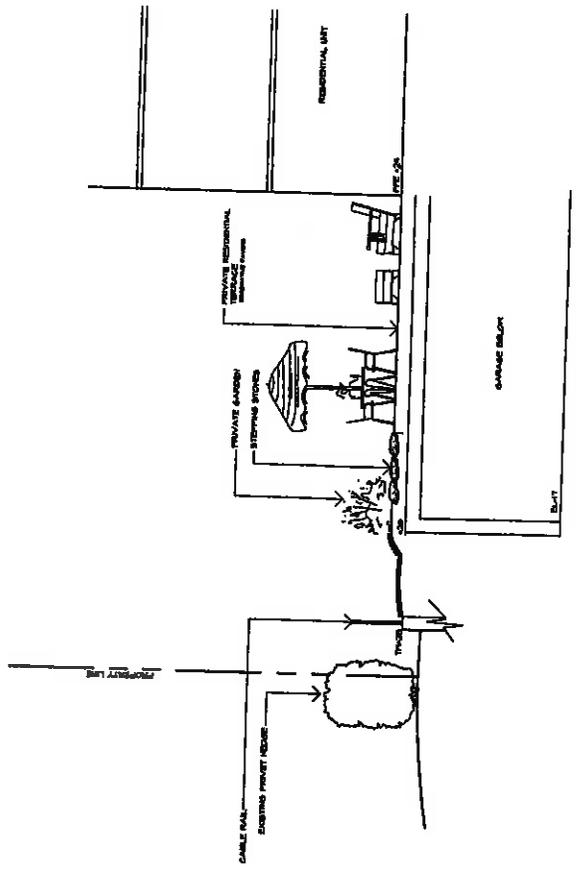


2 SECTION: AT OCEAN AVENUE

04'-0" = 1'-0"

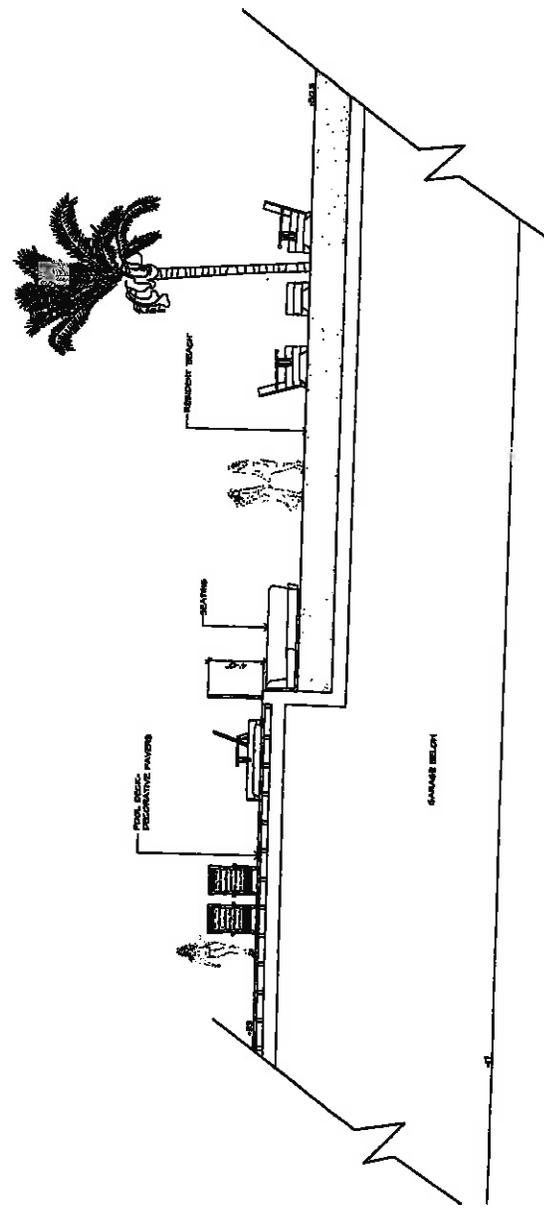
04'-0" = 1'-0"

1 SECTION: PRIVATE TERRACE
L-6

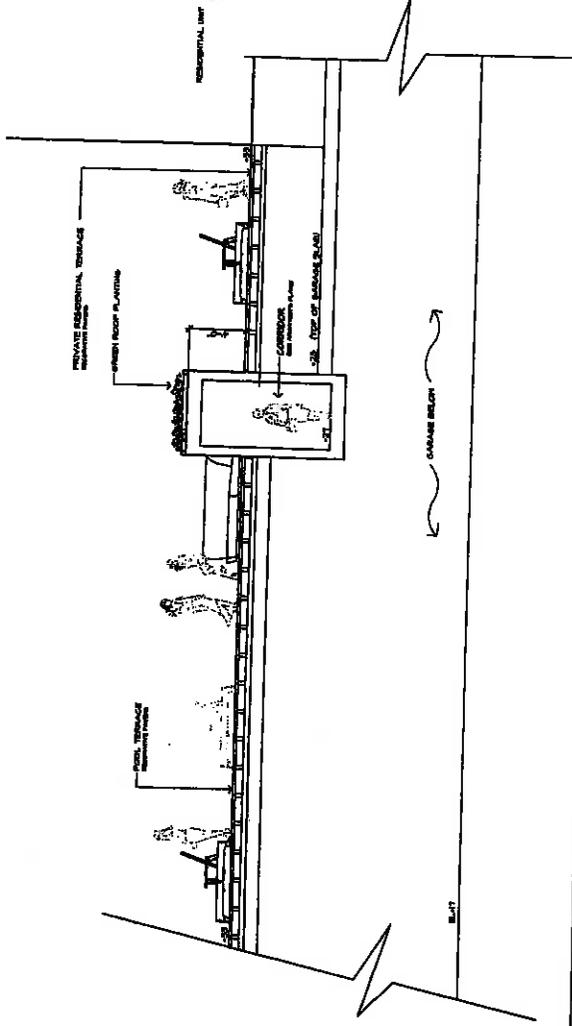


1/4" = 1'-0"

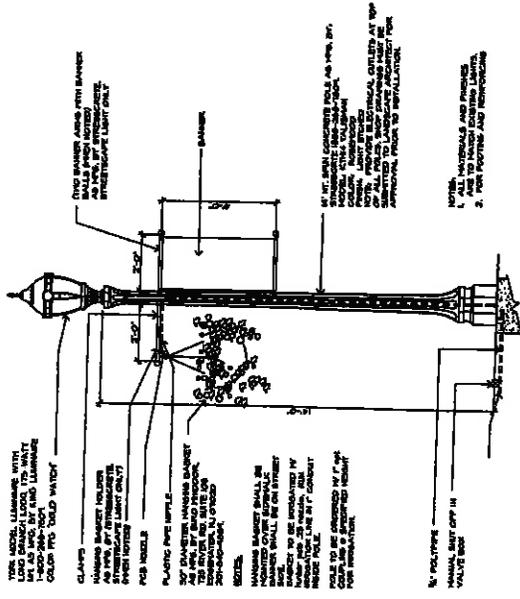
2 SECTION: POOL TERRACE AT RESIDENT BEACH
L-8



1/4" = 1'-0"



1 SECTION: PRIVATE TERRACE
L-7



1. ALL MATERIALS AND FINISHES SHALL BE AS SHOWN ON THE LAMP MANUFACTURER'S SPECIFICATIONS. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AVAILABLE.

2. THE LAMP SHALL BE MANUFACTURED IN THE UNITED STATES OF AMERICA.

3. THE LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

4. THE LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

5. THE LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

6. THE LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

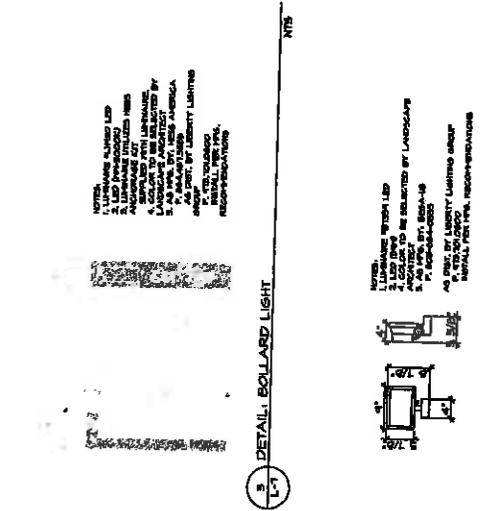
7. THE LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

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9. THE LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

10. THE LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

2 DETAIL: CITY STANDARD STREET LAMP
L-7



1. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

2. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

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6. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

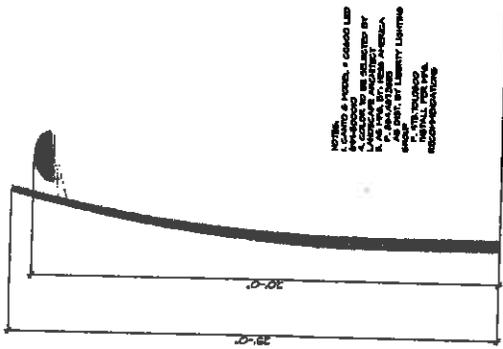
7. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

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9. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

10. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

3 DETAIL: BOLLARD LIGHT
L-7



1. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

2. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

3. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

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8. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

9. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

10. LAMP SHALL BE MANUFACTURED BY THE COMPANY NAMED ON THE DRAWING.

4 DETAIL: DECORATIVE STREET LIGHT
L-7

5 DETAIL: SIGN UPLIGHT
L-7

NTS

NTS

PROPOSED PROJECT SCHEDULE

Phase	Commencement	Completion
Acquisition	October 2014	September 2015
Planning and Design	September 2014 *as revised through November 2015	Complete
Submission of Site Plan	October 2014 *as revised through November 2015	Complete
Site Preparation	June 2016	4 Months
Construction	October 2016	24 Months From Construction Start
Sales	Within 120 Days of DCA Approval	Two Years Form Completion of Construction



MONTEFORTE ARCHITECTURAL STUDIO LLC

JAMES J. MONTEFORTE, AIA

CERTIFICATION OF ESTIMATED TOTAL PROJECT COSTS

FEM REAL ESTATE

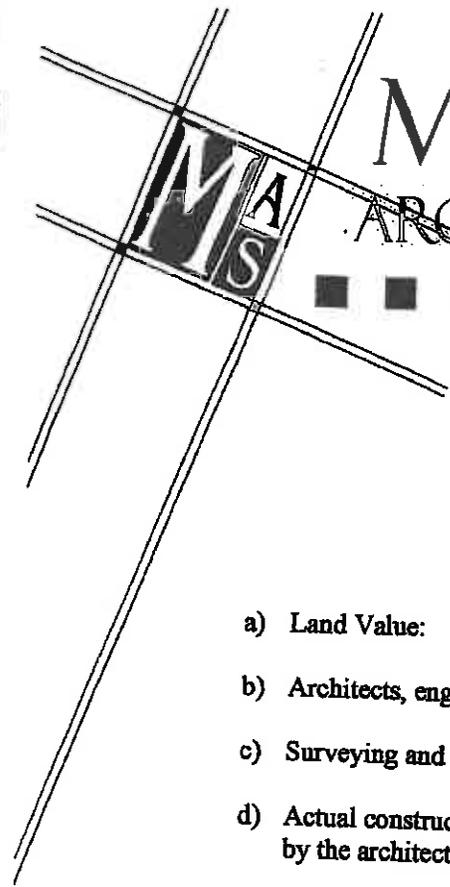
SOUTH BEACH AT LONG BRANCH

On this 7th day of January, 2016, the undersigned being the Design Architect for the Project to be developed by FEM Real Estate does hereby certify to the best of my knowledge and belief that Exhibit A accurately reflects the estimated total project costs of the Project proposed on Block 216, Lots 1, 2, 3, 4, 5 and 6, more commonly referred to as South Beach at Long Branch, Long Branch, NJ.

By: 

Name: James J. Monteforte

Title: Design Architect



MONTEFORTE ARCHITECTURAL STUDIO LLC

JAMES J. MONTEFORTE, AIA

EXHIBIT A

ESTIMATED TOTAL PROJECT COSTS

a) Land Value:	\$7,770,942
b) Architects, engineers and attorney fees:	\$1,750,000
c) Surveying and testing charges:	\$22,644
d) Actual construction cost as certified by the architect, including site preparation:	\$23,557,322
e) Insurance, interest and finance costs during construction:	\$2,750,000
f) Cost of obtaining initial permanent financing:	\$155,000
g) DCA Cost/HOA Reserves:	\$500,000
h) Marketing/Advertising:	\$565,000
i) Commissions and other expenses payable in connection with initial lease of units:	\$1,200,000
j) City of Long Branch:	\$200,000
k) Boardwalk Linkage Fee:	\$75,000
l) Sewer Connection Fees:	\$210,000
m) Permits/Codes Fees:	\$250,000
n) Streetscape Improvements:	\$300,000
o) Real estate taxes and assessments during construction period:	\$230,000
TOTAL:	\$39,535,908

FEM REAL ESTATE, LLC



2 Changebridge Road, Suite 201, Montville, NJ 07045

Phone: (973) 335-2110

Fax: (973) 265-0873

For the project, South Beach at Long Branch, there will be a traditional 3-year interest-only construction loan to finance the building of the project at a 70% loan-to-cost ratio. The 30% cost equity is equivalent to 30% of the budgeted cost of the total project, \$39,535,908. The cost equity calculated is \$11,860,772.40, less our amount of total capital in the project of \$9,017,264 requires FEM South Beach, LLC to provide \$2,843,508.40. The traditional construction financing provided will be for the balance of \$27,675,135.60.

FEM REAL ESTATE, LLC



2 Changebridge Road, Suite 201, Montville, NJ 07045

Phone: (973) 335-2110

Fax: (973) 265-0873

There will be an estimated creation of fifty (50) to sixty (60) jobs per day created during the 2-year construction period of the project. Post construction, we project there will be one (1) employee for the reception, two (2) employees for landscaping, and one (1) employee for security. There will also be five (5) jobs created with regard to the condominium association management. We estimate that roughly twenty-five percent (25%) of the forty-seven (47) residents living in South Beach at Long Branch will be employed in the area, about twelve (12) jobs locally.

RESOLUTION 2016 _____

RESOLUTION APPROVING MINOR DESIGN CHANGES FOR THE FEM SOUTH BEACH, LLC REDEVELOPMENT PROJECT

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a) of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"), the Mayor and Council adopted a Resolution duly designating an area in the City as an area in need of redevelopment ("Redevelopment Area") as defined by N.J.S.A. 40A:12A-5(a)-(e); and

WHEREAS, on May 14, 1996, the Mayor and Council enacted Ordinance No. 15-96 adopting the Oceanfront-Broadway Redevelopment Plan ("Redevelopment Plan") for the designated Redevelopment Area; and

WHEREAS, the Mayor and Council serves as an instrumentality and agency of the City pursuant to the LRHL for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City ("Redevelopment Agency"); and

WHEREAS, the City designated FEM South Beach, LLC ("FEM") as redeveloper of property located at 320 Ocean Avenue and designated on the Long Branch Tax Map as Block 216, Lots 1, 2, 3, 4, 5 and 6 ("Property") and executed a redevelopment agreement with FEM, dated October 28, 2014 (the "Redevelopment Agreement"); and

WHEREAS, the Redevelopment Agreement provided for a project consisting of up to forty-seven (47) condominium units (the "Project"); and

WHEREAS, FEM obtained approval for the Project from the City, obtained site plan approval from the Long Branch Planning Board (the "Site Plan Approval") and obtained approval from the New Jersey Department of Environmental Protection ("NJDEP") under the Coastal Area Facilities Review Act ("CAFRA") (the "CAFRA Approval"); and

WHEREAS, in advancing the Project designs to move toward construction of the Project FEM has determined that certain minor amendments are required and/or desirable to address constructability issues, functionality of the interior of the units, as well as requested revisions to certain architectural elements; and

WHEREAS, FEM⁷ presented requested revisions to the Project to the Long Branch Planning Board on December 15, 2015, which revisions the Board determined to be minor in nature and which revisions could be reviewed and approved administratively and did not require a formal amendment to the Site Plan Approval; and

WHEREAS, on December 22, 2015, FEM appeared before the Mayor and Council of the City during a public meeting and presented its proposed revisions to the Project design; and

WHEREAS, while the City was willing to consider such requested revisions, the City expressed concerns with some of the proposed revisions and directed its consultants to work collaboratively with FEM to refine the proposed Project revisions in order to address the concerns raised by City; and

WHEREAS, the City consultants worked with FEM to address the City's concerns and FEM submitted further project design revisions that were responsive to the City's concerns and which revisions the City has determined adequately address such concerns, which further revisions are depicted on the Project architectural elevations and drawings, attached hereto and incorporated herein as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the FEM Project revisions depicted on the Project architectural elevations, attached hereto and incorporated herein as Exhibit 1 are hereby approved.

BE IT FURTHER RESOLVED, that this Resolution and Exhibit 1 hereto be added and appended to and within the Project Drawings/Concept Plans attached as Exhibit C to the Redevelopment Agreement between the City and FEM South Beach, LLC, dated October 28, 2014.

BE IT FURTHER RESOLVED, that FEM South Beach, LLC is hereby authorized to proceed to the Planning Board to obtain any approval required to incorporate the Project design revisions contained in Exhibit 1 into its Site Plan Approval.

BE IT FURTHER RESOLVED, that the City shall provide the Project design revisions contained in Exhibit 1, as well as any subsequent documentation of incorporation of such design revisions into FEM's Site Plan Approval, to NJDEP to include in its CAFRA files for this Project.

BE IT FURTHER RESOLVED, that the City's approval of the Project design revisions contained in Exhibit 1 hereto is being provided with the expectation that, as a result of such approval, the Project will not require further additional revisions and will be ready to proceed to construction as now designed, pursuant to the schedule in the Redevelopment Agreement.

MOVED:

SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:

NAYES:

ABSENT:

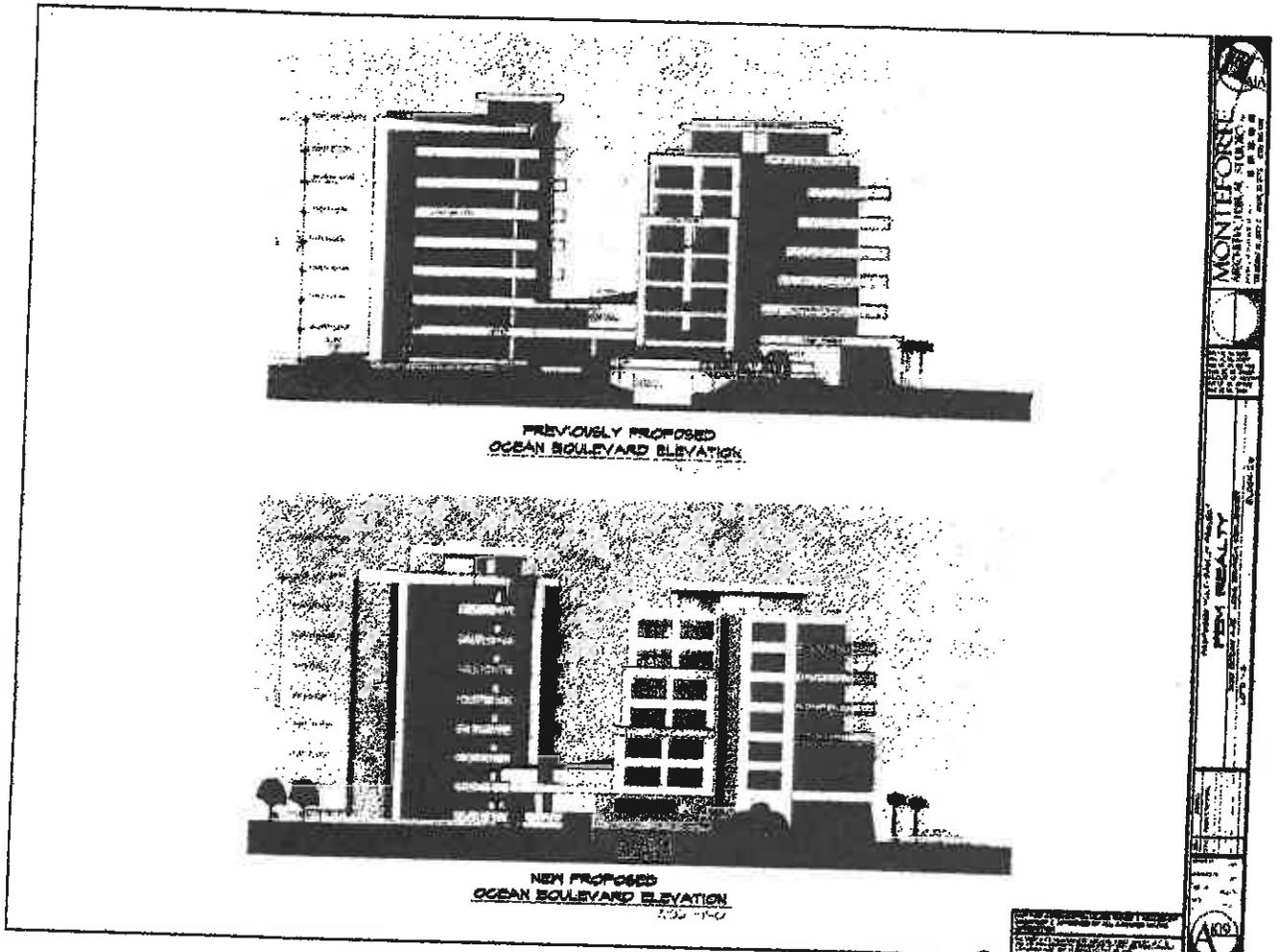
ABSTAIN:

Date: Feb. 9, 2016

EXHIBIT 1

List of Attached Exhibits

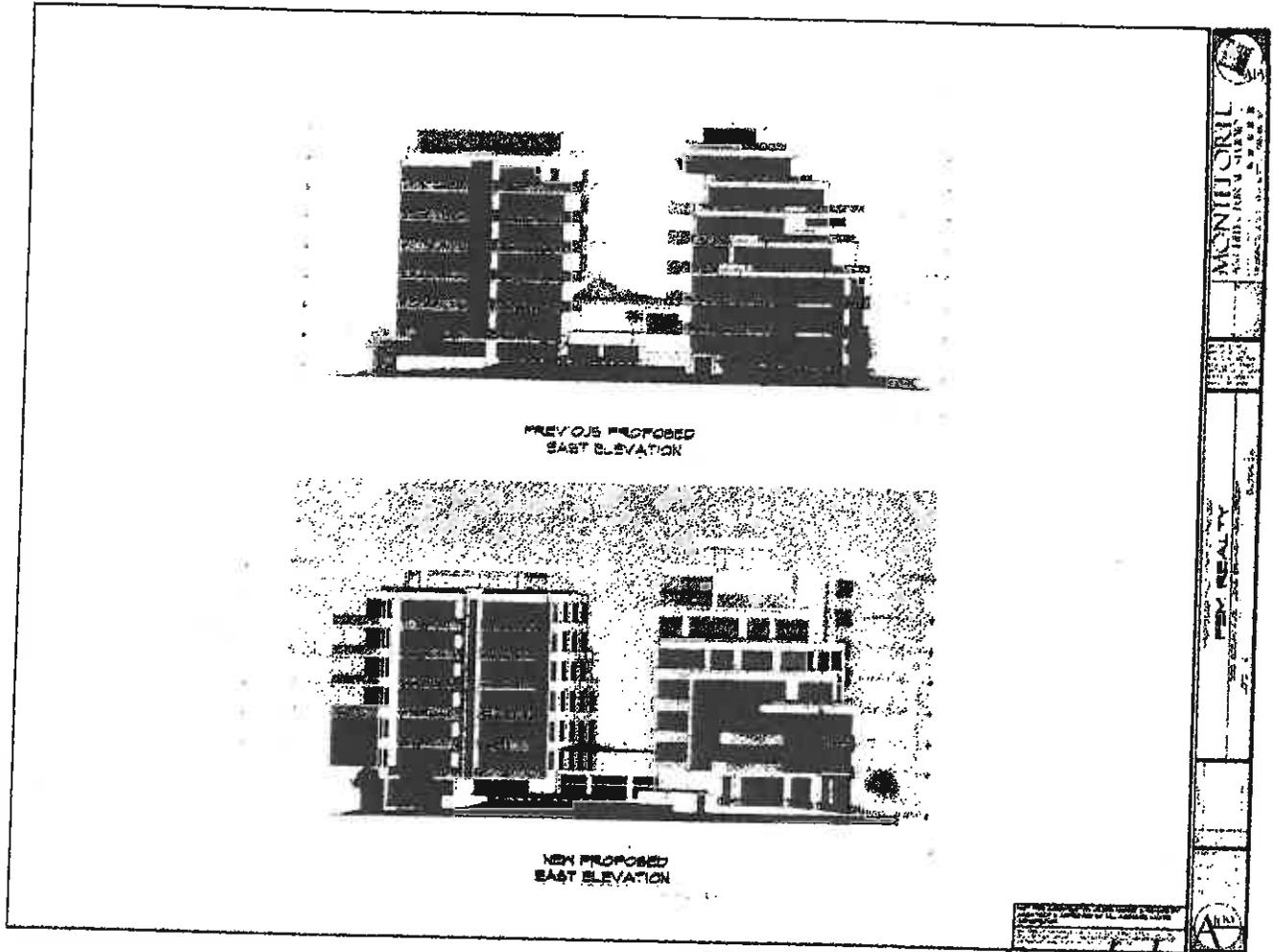
Sheet A-101	Cover Sheet – Revised 1/19/16
Sheet A-102	Parking Level Floor Plan – Revised 1/19/16
Sheet A-103	Plaza Level Floor Plan – Revised 1/19/16
Sheet A-104	2 nd & 3 rd Floor Plan – Revised 1/19/16
Sheet A-105	4 th & 5 th Floor Plan – Revised 1/19/16
Sheet A-106	6 th & 7 th Floor Plan – Revised 1/19/16
Sheet A-107	8 th Floor Plan – Revised 1/19/16
Sheet A-108	Roof Plan – Revised 1/19/16
Sheet A-109	Rendering #1 – Ocean Boulevard Elevations – Revised 1/19/16
Sheet A-109	Rendering #2 – East Elevations – Revised 1/19/16
Sheet A-110	North Bath Avenue Elevation – Revised 1/19/16
Sheet A-111	East Elevation Ocean Avenue – Revised 1/19/16
Sheet A-112	North Elevation – Revised 1/19/16
Sheet A-113	South Elevation/Section North Building – Revised 1/19/16
Sheet A-114	Building Height Section – Revised 1/19/16



Attachments

- 1_20_16_OCEAN BLVD ELEVATION_FINAL.jpg (93.15KB)

Rendering
1



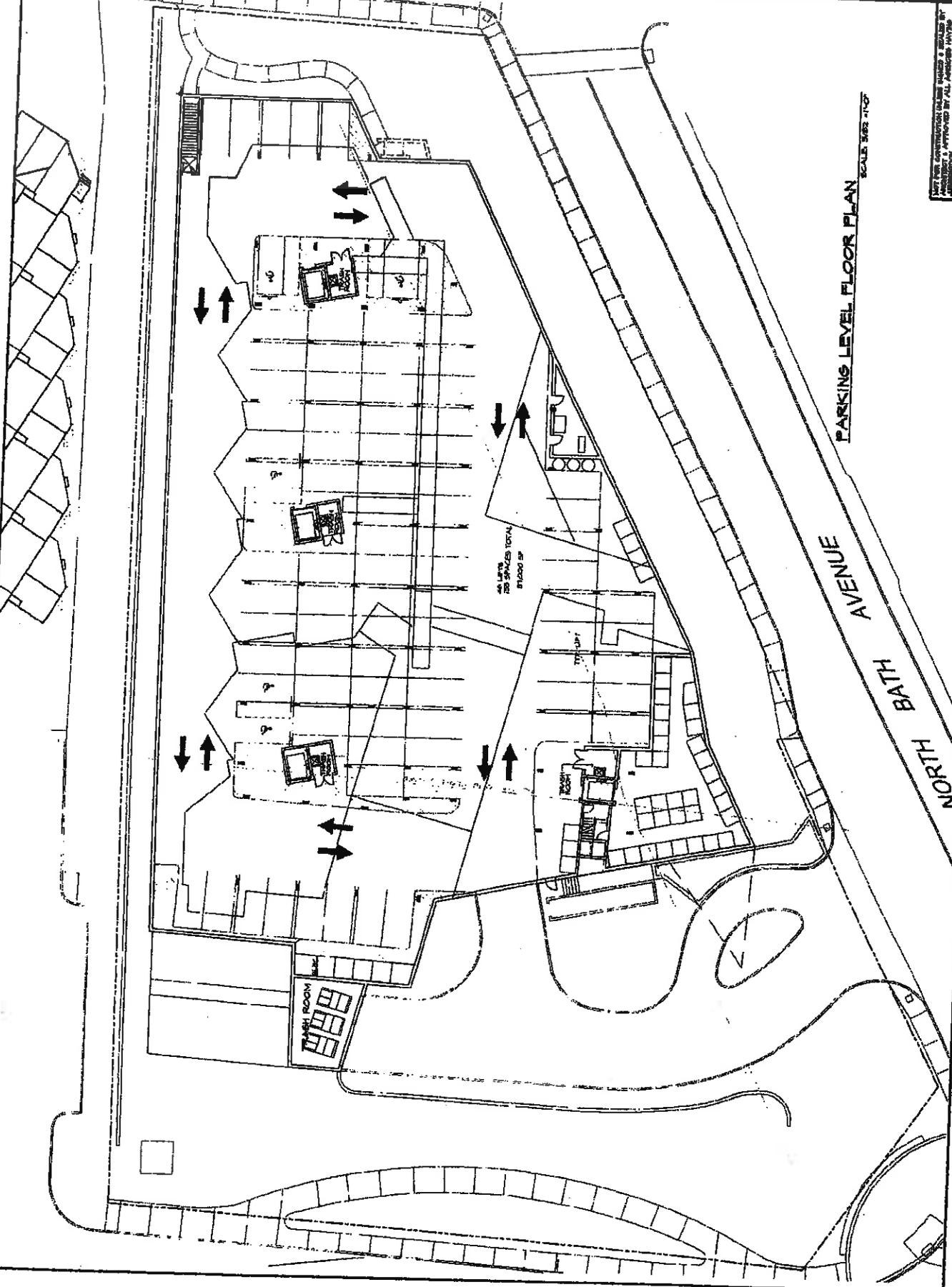
Rev. 1/19/16

Attachments

- 1_20_16_EAST ELEV_FINAL (1).jpg (83.14KB)

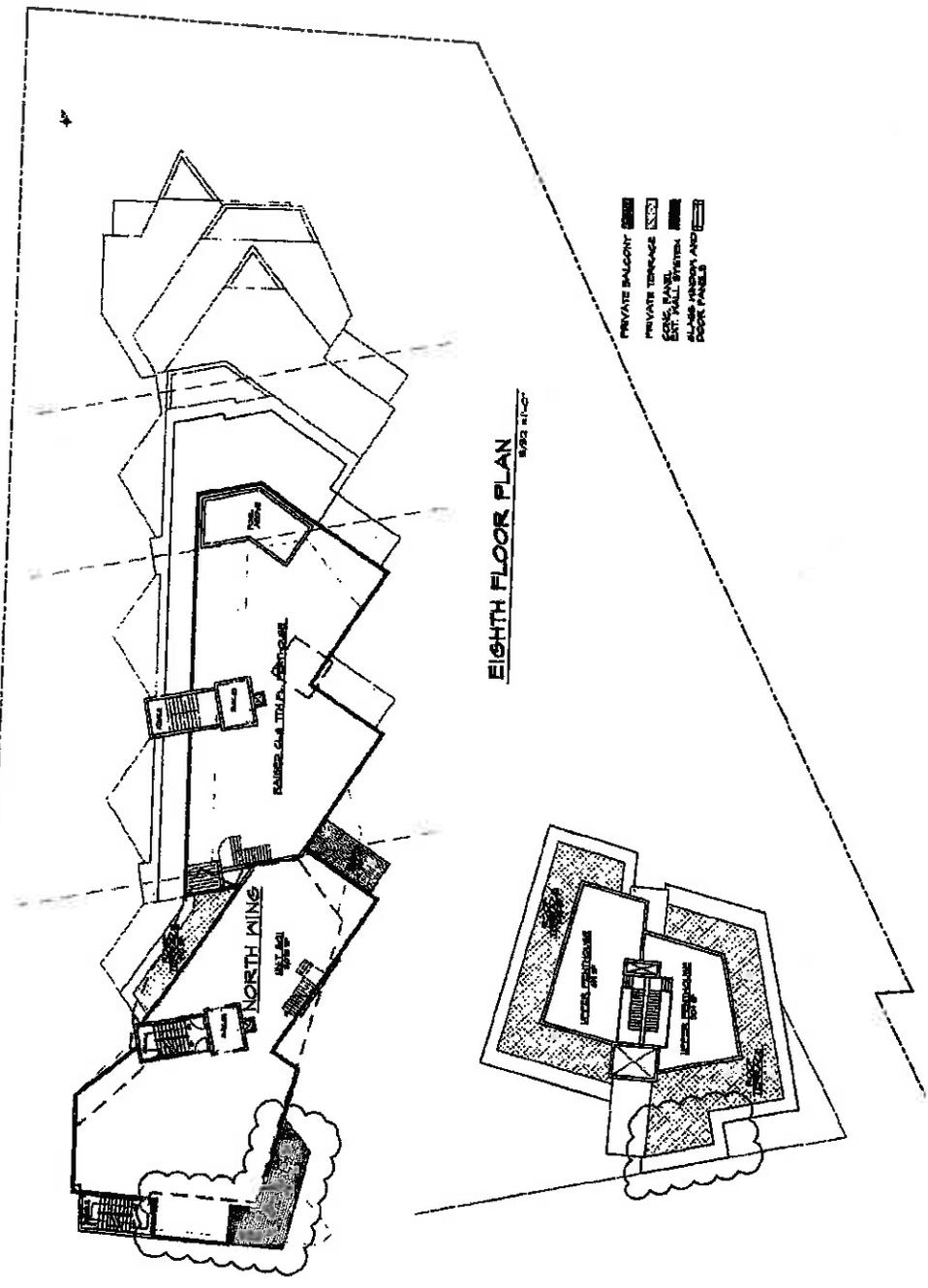
RENDERING
2

ALL THIS CONSTRUCTION SHALL BE PERFORMED & FINISHED BY
 CONTRACTOR & APPROVED BY ALL AGENCIES INVOLVED
 BEFORE ANY CONSTRUCTION BEGINS.



PARKING LEVEL FLOOR PLAN
 SCALE: 1/8" = 1'-0"

AVENUE
 NORTH BATH



ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF MONTEREY ARCHITECTURAL STUDIO. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF MONTEREY ARCHITECTURAL STUDIO IS STRICTLY PROHIBITED.

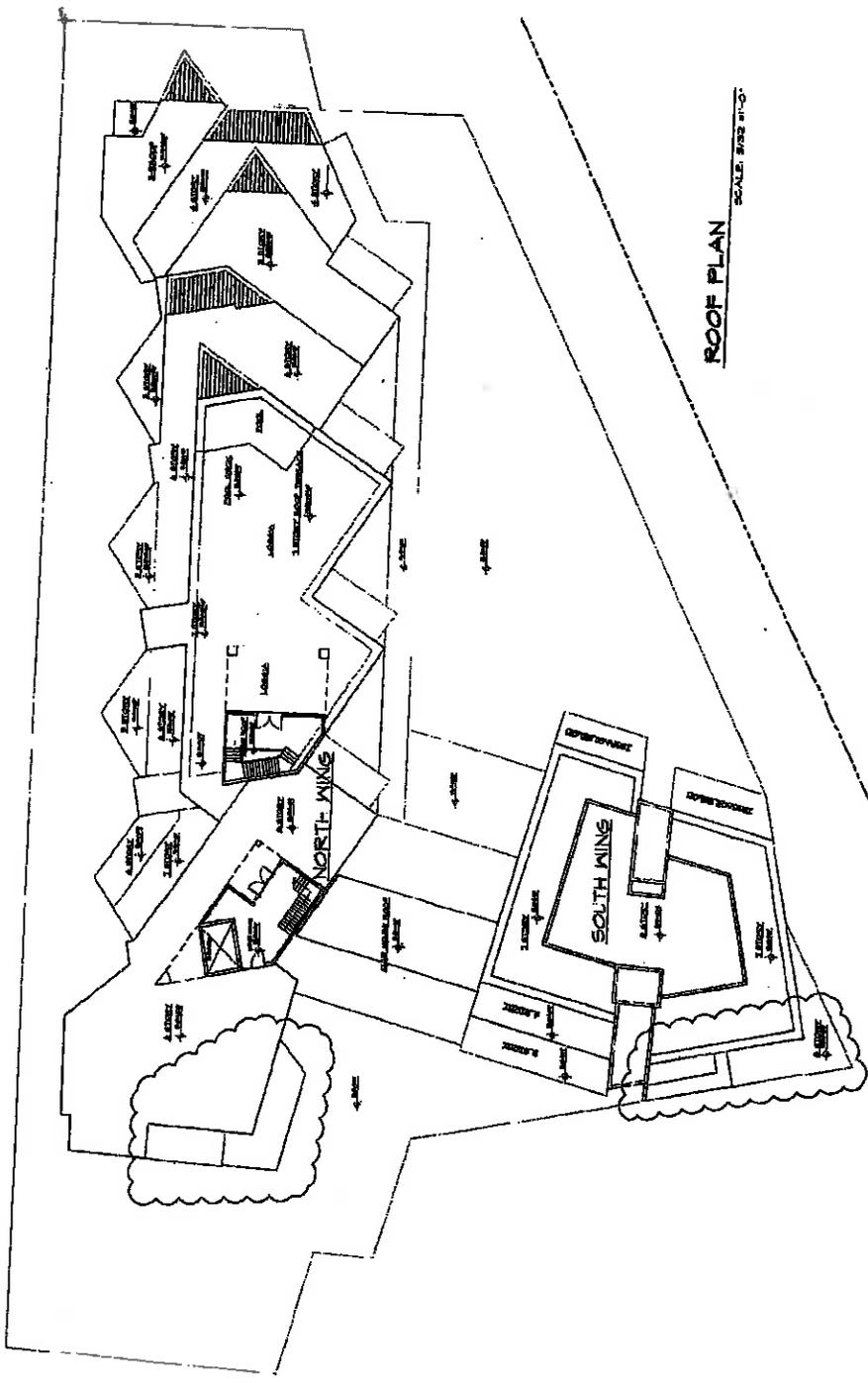
108

DATE	
BY	
NO.	
REV.	
DATE	
BY	
NO.	
REV.	

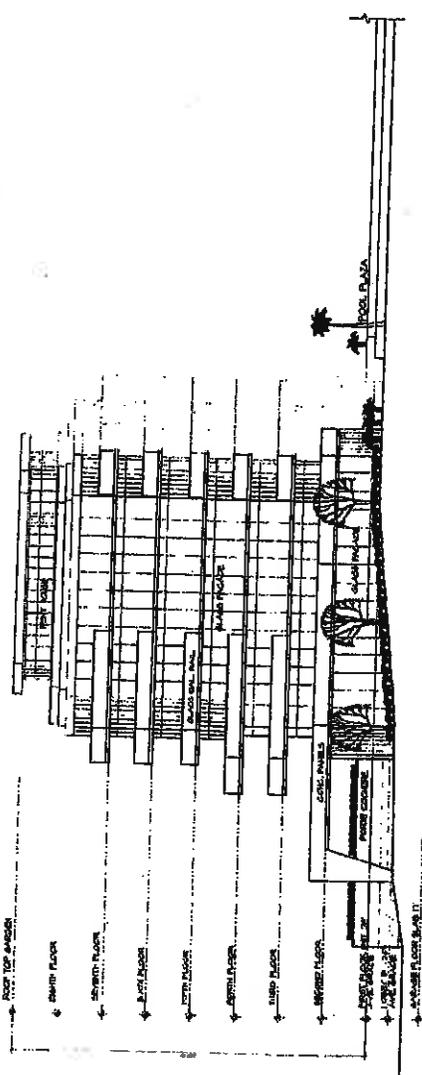
PROPOSED MULTI-FAMILY PROJECT
 FEM REALTY
 820 OCEAN AVE. LONG BRANCH NEW JERSEY
 LOTS 1-45
 BLOCK 216

MONTEFORTE
 ARCHITECTURAL STUDIO
 100 W. WASHINGTON ST. 3RD FL. NEW YORK, NY 10014
 TEL: (212) 691-1100

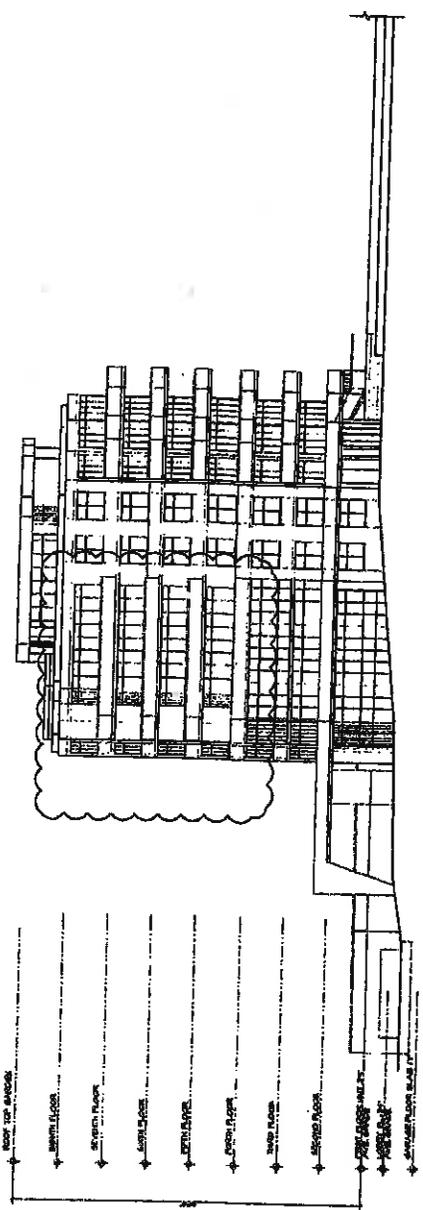
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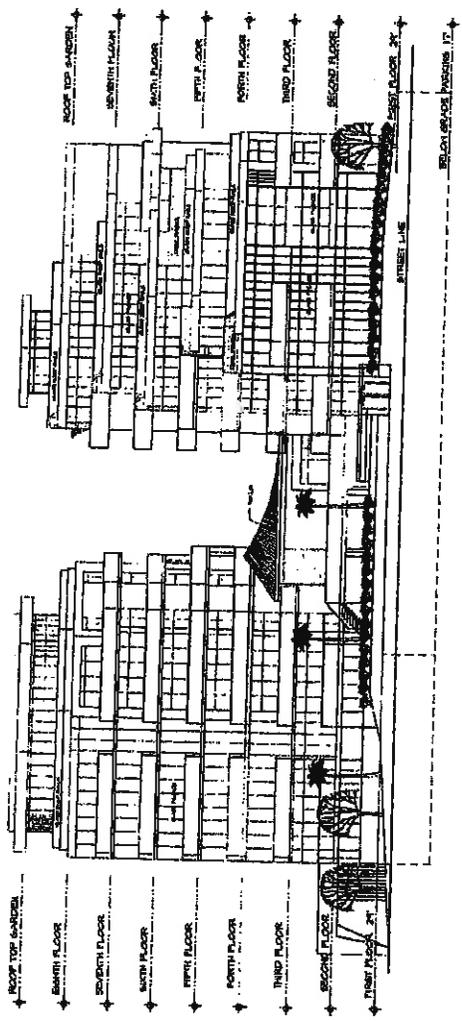
ROOF PLAN
 SCALE: 1/8" = 1'-0"



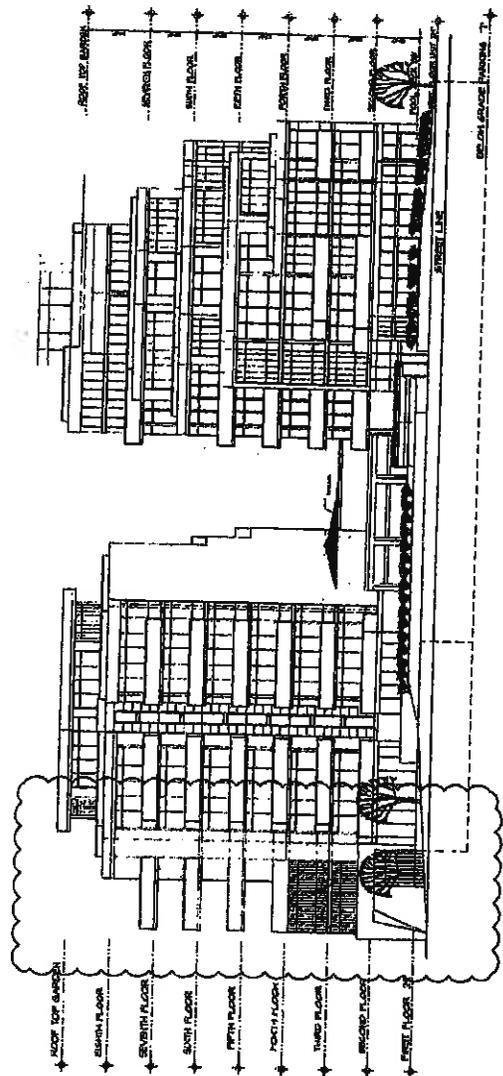
PREVIOUSLY APPROVED
 NORTH BATH AVE. ELEVATION
 SOUTH TOWER 3/32"=1'-0"



PROPOSED AMENDMENT
 NORTH BATH AVE. ELEVATION
 SOUTH TOWER 5/32"=1'-0"

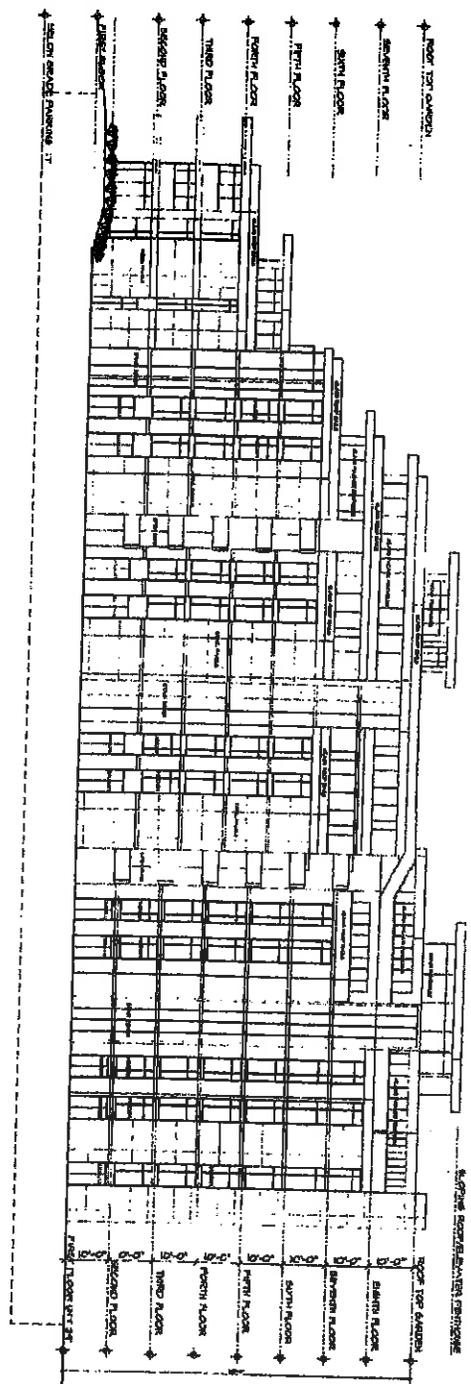


PREVIOUSLY APPROVED
 EAST ELEVATION OCEAN AVENUE
 3/32" = 1'-0"

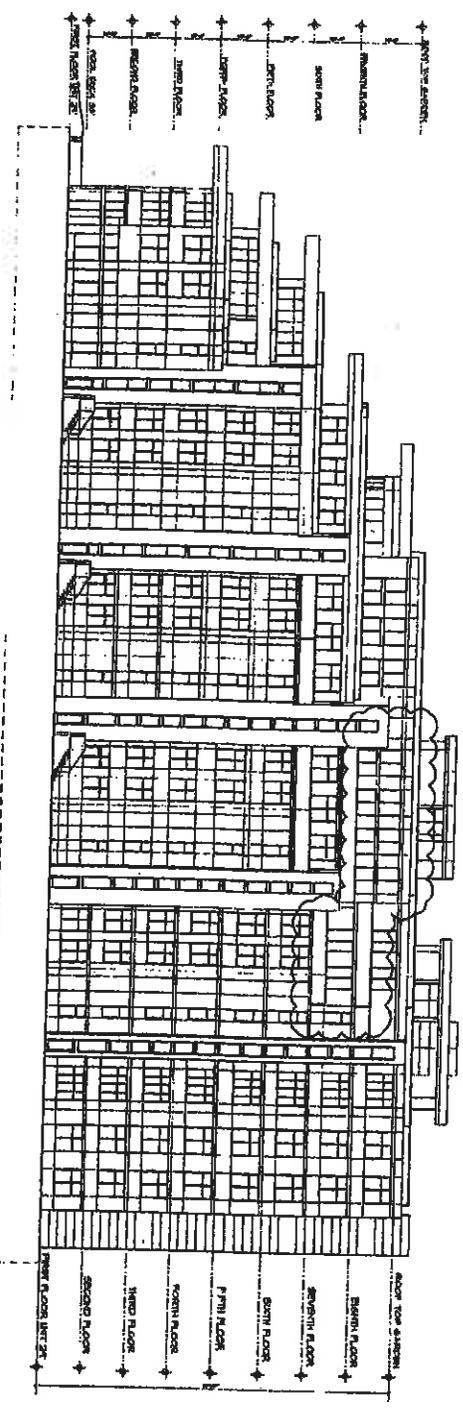


PROPOSED AMENDMENT
 EAST ELEVATION OCEAN AVENUE
 3/32" = 1'-0"

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PREVIOUSLY APPROVED
NORTH ELEVATION
3/92"=1'-0"



PROPOSED AMENDMENT
NORTH ELEVATION
3/92"=1'-0"

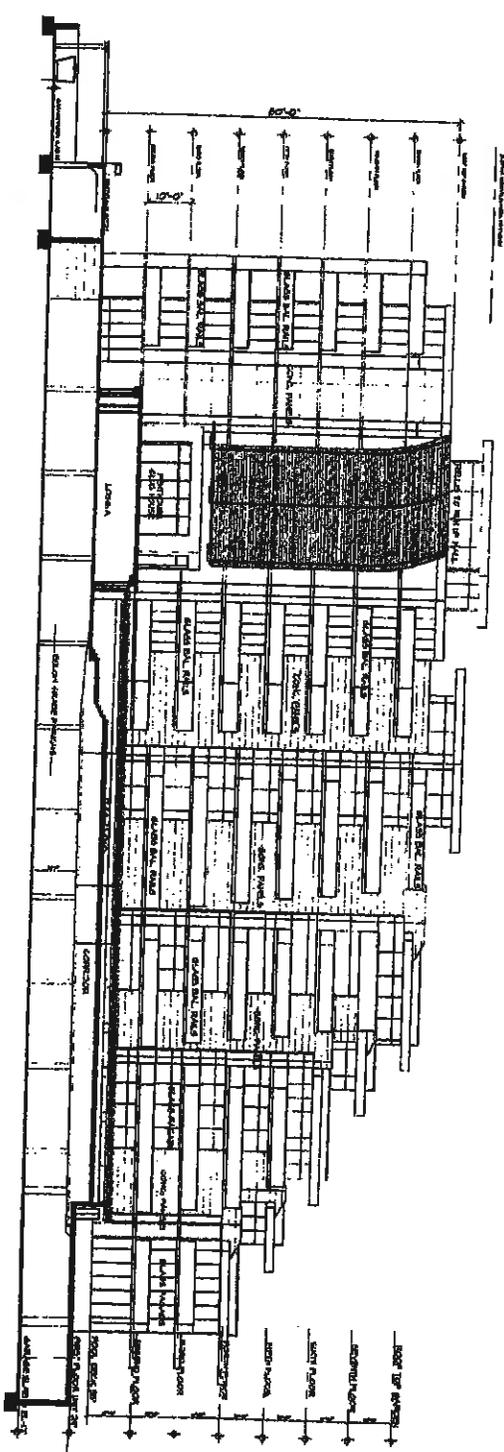
NOT FOR CONSTRUCTION. THIS DRAWING IS VALID ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT IS STRICTLY PROHIBITED. APPROVED BY ALL APPLICABLE AGENCIES.

NO.	DATE	DESCRIPTION
1	02/18/19	ISSUED FOR PERMITS
2	02/18/19	ISSUED FOR PERMITS
3	02/18/19	ISSUED FOR PERMITS
4	02/18/19	ISSUED FOR PERMITS

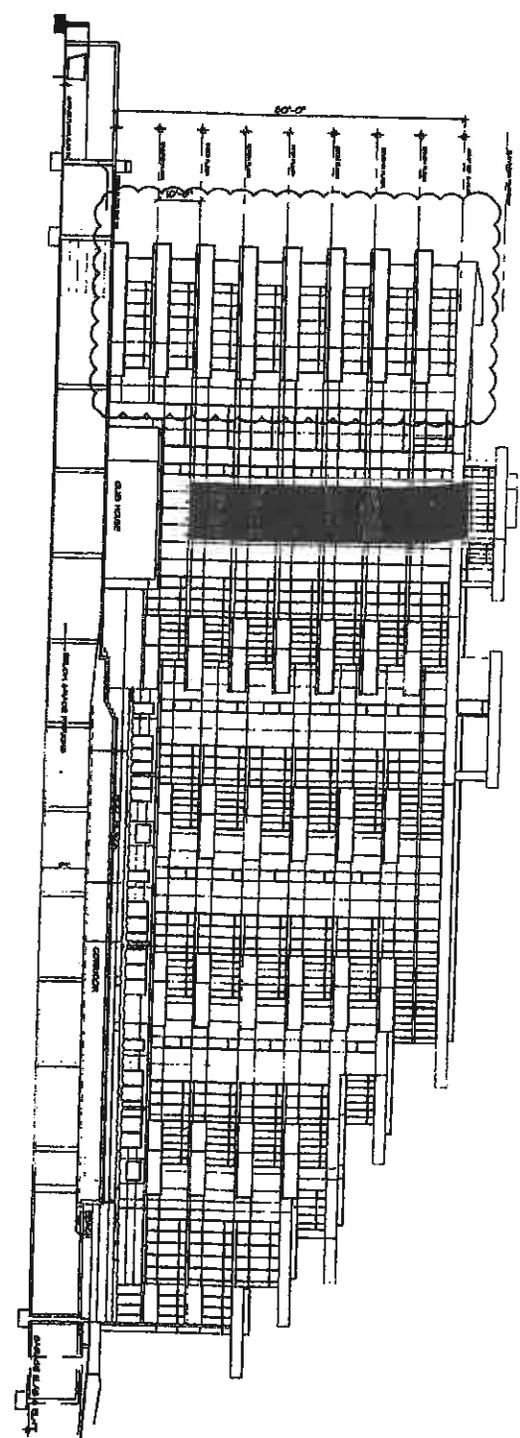
PROPOSED MULTI-FAMILY PROJECT
PEM REALTY
520 OCEAN AVE. LONG BRANCH, NEW JERSEY
LOTS 1-16 BLOCK 216

SCALE: 3/32"=1'-0"
DATE: 02/18/19
PROJECT: 19-00000

MONTEFORTE
ARCHITECTURAL STUDIO LLC
1000 S. MAIN STREET, SUITE 200
LONG BRANCH, NJ 07740 (732) 840-1900



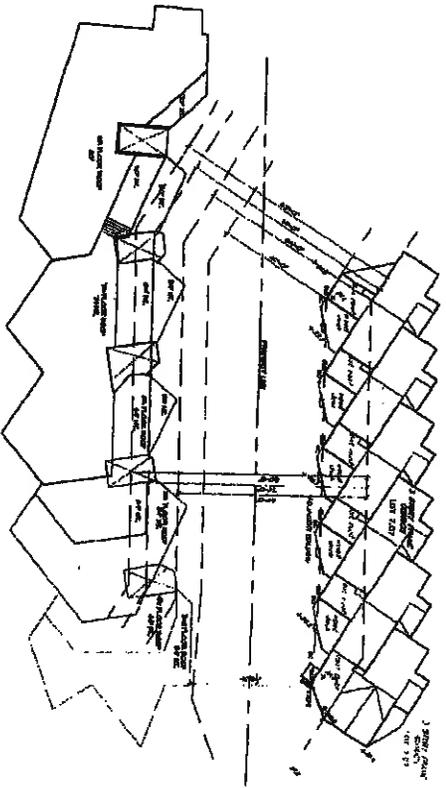
PREVIOUSLY APPROVED
 SOUTH ELEVATION/SECTION NORTH BUILDING
 3/8/21 1" = 0'



PROPOSED AMENDMENT
 SOUTH ELEVATION/SECTION NORTH BUILDING
 3/8/21 1" = 0'

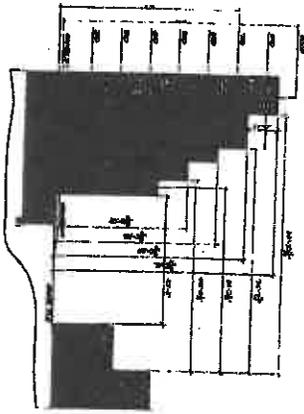
NOT FOR CONSTRUCTION. THESE DRAWINGS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

	PROPOSED MULTIFAMILY PROJECT FEM REALTY 830 OCEAN AVE. LONG BRANCH, NEW JERSEY LOTS 1-16	MONTEFORTE ARCHITECTURAL STUDIO JAMES MONTEFORTE, AIA 700 NEWPORT BL, SUITE C OCEAN, NJ 07712 (732) 866-1500
	BLOCK 216	



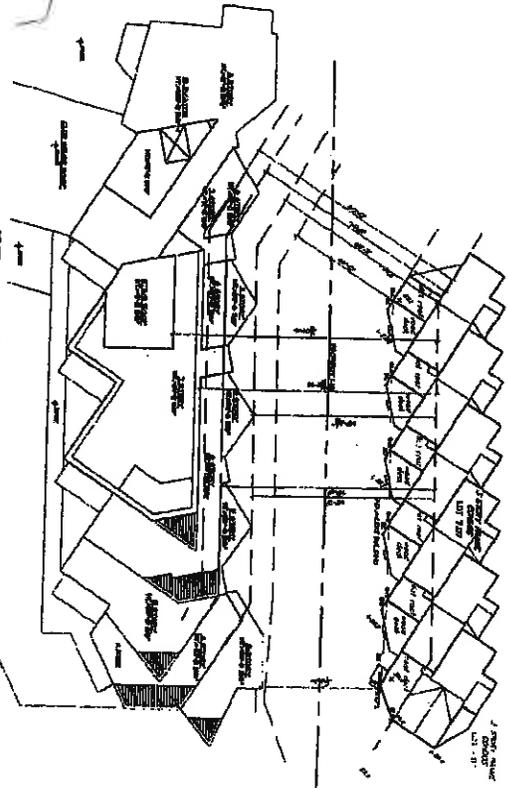
PREVIOUSLY APPROVED
ADJACENT BUILDING LOCATIONS

SCALE: 1/8" = 1'-0"



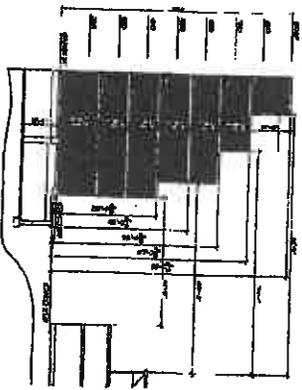
PREVIOUSLY APPROVED
BUILDING HEIGHT SECTION

SCALE: 1/8" = 1'-0"



PROPOSED AMENDMENT
ADJACENT BUILDING LOCATIONS

SCALE: 1/8" = 1'-0"



PROPOSED AMENDMENT
BUILDING HEIGHT SECTION

SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION. THESE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR ANY DELAYS OR COSTS INCURRED BY THE CLIENT DUE TO CHANGES OR OMISSIONS. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THESE PLANS. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THESE PLANS.

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	10/15/2024
2	ISSUED FOR PERMITTING	10/15/2024
3	ISSUED FOR PERMITTING	10/15/2024
4	ISSUED FOR PERMITTING	10/15/2024
5	ISSUED FOR PERMITTING	10/15/2024
6	ISSUED FOR PERMITTING	10/15/2024
7	ISSUED FOR PERMITTING	10/15/2024
8	ISSUED FOR PERMITTING	10/15/2024
9	ISSUED FOR PERMITTING	10/15/2024
10	ISSUED FOR PERMITTING	10/15/2024

PROPOSED MULTI-FAMILY PROJECT
FEM REALTY
 820 OCEAN AVE. LONG BRANCH, NEW JERSEY
 LOTS 1-16 BLOCK 216

MONTEFORTE ARCHITECTURAL STUDIO
 1000 JEFFERSON BLVD. SUITE 200
 100 CROFTON ST. SUITE 200 NEW YORK, NY 10012
 (212) 869-1100

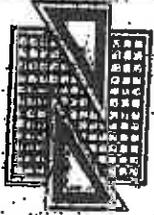
8. PROPERTY IS LOCATED IN THE BEACH TOWN SOUTH (HIGH DENSITY RESIDENTIAL) REDEVELOPMENT ZONE DISTRICT

CRITERIA	REQUIRED	PROVIDED
LOT AREA	-	73,750 SF, 1.693 AC
DENSITY (DU/AC)	15 MIN/30 MAX	28.8
MAX BUILDING COVERAGE W/AMENITIES (%)	50 %	27.02 %
MAX BUILDING COVERAGE W/AMENITIES (SF)	38,879	19,935
MAX BUILDING COVERAGE W/AMENITIES (%)	50 %	48.89 % (1)
MAX BUILDING COVERAGE W/AMENITIES (SF)	38,879	38,873 (1)
MINIMUM PERVIOUS COVERAGE (%)	15 %	37.85 %
MINIMUM PERVIOUS COVERAGE (SF)	11,064	27,885
MAX BUILDING HEIGHT (FT)	35	35
MAX BUILDING HEIGHT (ADJACENT BUILDING GFA) (FT)	35	35
MIN OCEAN BLVD LANDSCAPED BUFFER (FT)	35	35
MIN FRONT SETBACK OCEAN BLVD (FT)	35	35
MIN FRONT SETBACK OCEAN BLVD (FT)	35	35
MIN FRONT SETBACK OCEAN BLVD (FT)	35	35
MIN FRONT SETBACK OCEAN BLVD (FT)	35	35
MIN DRIVEWAY/PARKING SETBACK (FT)	35	35
MIN BULK GFA W/IN 300' OF OCEAN AVE (SQ)	35 %	35 %
MAX BULK GFA W/IN 150' OF OCEAN BLVD (SQ)	35 %	35 %
MAX BULK GFA W/IN 60' OF N. BATH AVE (SQ)	35 %	35 %
MIN DISTANCE TO EXISTING BUILDING LINES (FT)	40 OR BLDG HT	40.3 & STEPPED > BLDG HT
MIN OFF-STREET PARKING	94 (2 PER UNIT)	335 (3)

- (1) INCLUDES UNDERGROUND GARAGE
- (2) FROM FACE OF CURB TO FACE OF RETAINING WALL
- (3) 85 SPACES + 48 LIFTS INCLUDING (5) BARRIER FREE

NO.	REVISION DESCRIPTION	DATE	DRWN	CHKD BY
8.	REVISED PER MCPB, LBPB & LBSA & ARCHITECT	12-29-15	JT	JAB
7.	REV CURB, S/W & GRADING TO MATCH LS ARCH PLAN PER CLIENT	7-10-15	JT	JAB
6.	REVISED PER LBSA	6-17-15	JT	JAB
5.	REVISED PER NJDEP	5-6-15	MRD	JAB
4.	REVISED PER NJDEP	2-26-15	MRD	JAB
3.	REVISED PER NJDEP	1-23-15	MRD	JAB
2.	REVISED PER PSCD & RESOLUTION	1-7-15	JT	JAB
1.	REVISED PER CLIENT	11-7-14	MRD	JAB

PRELIMINARY AND FINAL SITE PLANS
 TITLE SHEET
SOUTH BEACH AT LONG BRANCH
 BLOCK 216 ~ LOTS 1 - 6 & PARCEL 216-20
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY
 (TAX MAP REFERENCE SHEET NO. 24)



Nelson Engineering Associates, Inc.

7750 BLOOMSBURY AVENUE, P.O. BOX 2208
 WYOMING, NEW JERSEY 07712-2208
 TEL (732)-918-2180 FAX (732)-918-0697
 WWW.NELSONENG.NET
 CERTIFICATE OF AUTHORIZATION # 358238014900

SITE ENGINEERING
 TRAFFIC ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL STUDIES
 LAND SURVEYING & MAPPING

Robert C. Nelson

EXHIBIT "B"

RESOLUTION

**FEM South Beach, LLC
Granting Preliminary and Final Site Plan Approval
Block 216, Lots 1-6
Application No. PB 14-04**

WHEREAS owner/applicant, FEM South Beach, LLC, and its principal, Mimi Feliciano, (hereinafter "Applicant"), received developer designation from the Long Branch Redevelopment Agency for a project to construct a 47 unit residential property in the beachfront south sector of the City's redevelopment zone; and

WHEREAS the 73,759 square foot property is located on the north side of North Bath Avenue between Ocean Avenue and Ocean Boulevard; and

WHEREAS the Applicant currently owns a contract purchaser of all six properties incorporated in this project, which will consist of 47 luxury residential units located within two 80 feet high structures built on top of an underground level containing storage area and 133 parking spaces; and

WHEREAS the roof of the underground level is designed as an outdoor patio/plaza/recreation area for the use of the residents within the project; and

WHEREAS the project is fully conforming to the beach front south redevelopment design and guidelines; and

WHEREAS the Applicant was represented by Martin McGann, Jr., Esq.; and

WHEREAS the Planning Board of the City of Long Branch has jurisdiction to hear this application; and

WHEREAS, after proper notice, a public hearing was held on December 3, 2014, at which time the Planning Board and members of the public were presented with the opportunity to view the exhibits, hear the testimony of witnesses, question said witnesses and express opinions regarding the application; and

WHEREAS the Board has received evidence and heard testimony from the Applicant and objectors, if any, to the application, and based upon the above, the Board has made the following findings of fact:

1. The Planning Board has jurisdiction to hear this application.
2. The subject property is located in the BFS beachfront south redevelopment zone and the project conforms fully to all design requirements.
3. The Applicant has been designated as a developer by the Long Branch Redevelopment Agency, and this project has been approved by that agency, and any waivers requested have been approved by its design professionals.
4. Pursuant to the guidelines, 94 parking spaces would be required for this project. The Applicant has provided 133 parking spaces for this project. In the underground garage, the Applicant has provided car lifts, which will allow for two parking spaces per unit. The car lifts are operated electronically, however, the Applicant has provided for a generator backup.
5. The Applicant has provided for trees/shrubs/ground cover which are appropriate and have survivability in the ocean front environment. The landscaping transitions from lower "beach side" type planting on the east and more substantial plantings on the west side. The westerly area, which is adjacent to Ocean Boulevard, also incorporates a continuation of the walkway and bikeway,

and the landscaping as recommended in the redevelopment plan, similar to what has already been constructed in the beachfront north and Pier Village redevelopment sectors.

6. The Applicant viewed the comments provided by the Planning Board Engineer and has agreed to eliminate the fence surrounding the transformer pad, which exceeds the four feet high requirement.

7. With regard to the two way drive aisles at 24 feet per the Planning Board Engineer's comments, the drive aisles are 24 feet in those locations where cars will be backing out of parking spots. The locations where the drive aisle is 20 feet or 18 feet are areas where there will be no cars backing up from parking.

8. Based upon the Applicant's testimony and the report of the Planning Board Engineer at the time of the hearing, there is no need for a traffic study.

9. The Applicant has further explained the off street loading operations and the sun angle study, which shows that no shadow will be cast on the beach during the hours set forth in the Board's requirements.

10. The Applicant has further provided testimony that the units will be for ownership, and there will be a homeowner's association. Any documents creating same will be subject to the review and approval of the Planning Board Attorney and Engineer, as well as the attorney for the City.

11. The Applicant has agreed to comply with all other sections set forth in the report of the Planning Board Engineer and any revisions to the plans will be subject to the review and approval of the Planning Board Engineer.

12. The Applicant has also acknowledged that any approval would be conditioned upon full compliance with all provisions, requirements and conditions of the redevelopment agreement of the City of Long Branch Redevelopment Agency executed on October 28, 2014.

13. Based upon the testimony and exhibits presented, this proposal will provide a substantial benefit and improvement to this neighborhood.

14. Based upon the testimony and exhibits presented, the proposal by the Applicant will result in the substantial enhancement of the zone plan. There is no detriment to the plan, and the approval of this application will not adversely impact any neighboring properties.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the City of Long Branch that the application for minor subdivision approval, with variances, is hereby GRANTED, subject to the following:

1. Payment of all taxes, escrows and assessments to date. No building permit or certificate of occupancy is to be issued and no map is to be signed or filed until proof is furnished to the Planning Administrator of the Planning Board that there are no taxes, escrows or assessments due or delinquent on the property in question.

2. Compliance with any and all other requirements of this Municipality and any other governmental subdivisions as set forth in any laws, ordinances or regulations and obtainment of any permits or approvals required thereunder.

3. Compliance with the recommendations of the Assistant Planning Director's as follows:

a. Approval of grading and drainage by the Planning Board Engineer;

- b. Comply with any requirements from the City Fire, Health, Public Works/Recycling and Public Safety agencies;
- c. Monmouth County Planning Board Approval;
- d. CAFRA/DEP (Note: As per City redevelopment permit by rule—the City will obtain this approval for the Applicant);
- e. County soil sediment control certification;
- f. Submission of an approval of condominium association documents by both the State of New Jersey and the City of Long Branch Professionals;
- g. Submit appropriate performance bonds/inspection fees/maintenance bonds when calculated by Planning Board Engineer;
- h. Obtain final approval from all utilities, including Long Branch Sewer Authority;
- i. Consolidate all properties into one lot;
- j. Obtain correct address from City Postmaster;
- k. Obtain zoning permit and appropriate building permits prior to commencing construction;
- l. Obtain a Certificate of Occupancy prior to occupying building;
- m. Lighting fixtures will be subject to the review and approval of the Planning Board Engineer;
- n. The Applicant will comply with all of the recommendations as set forth in the Planning Board Engineer's report dated December 1, 2014, that have not otherwise been addressed herein;

o. This approval is specifically conditioned upon compliance with all provisions, requirements and conditions of the redevelopment agreement with the City of Long Branch Redevelopment Agency executed October 28, 2014, including, but not limited to, the Redevelopment Agency's final review and approval of all exterior architectural elements, designs, treatments, materials, finishes, facades, landscaping and all other items, which details have yet to be approved by the Redevelopment Agency and will be approved as finalized by the Applicant;

p. The Applicant will provide a generator to support the lift parking;

q. The building is fully suppressed. The Fire Department connection will be a stand alone connection with the location to be approved by the Fire Marshall;

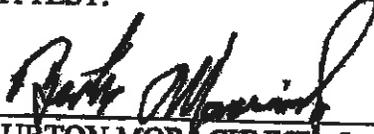
r. The fire hydrants on North Bath Avenue may have to be moved, which will be subject to the review and approval of the Fire Marshall.

s. Location and size of dumpsters will be subject the review and approval of the Redevelopment Agency and the Planning Board Engineer.

EDWARD THOMAS, Chairman

December 16, 2014

ATTEST:


BURTON MORACHNICK, Secretary

MOTION BY: Kevin Hayes, Sr.

SECONDED BY: Burton Morachnick

AYES: 4

NAYES: 2

ABSTAIN: 2

RESOLUTION MEMORIALIZED: December 16, 2014

Subject: FEM South Beach Resolution
From: Martinha Silva (msilva@longbranch.org)
To: cl_mcgann@yahoo.com;
Date: Friday, December 19, 2014 3:30 PM

Hi Christine,

Attached please find a copy of the Resolution for FEM South Beach, LLC. I will send hard copy on Monday...
Have a great weekend.

Best Regards,

Martinha

From: lbscan@longbranch.org [mailto:lbscan@longbranch.org]
Sent: Friday, December 19, 2014 4:26 PM
To: msilva@longbranch.org
Subject: Message from KMBT_552



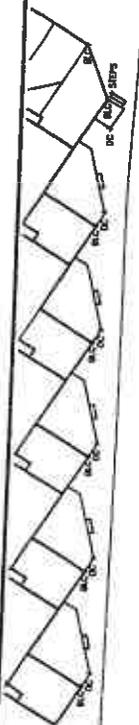
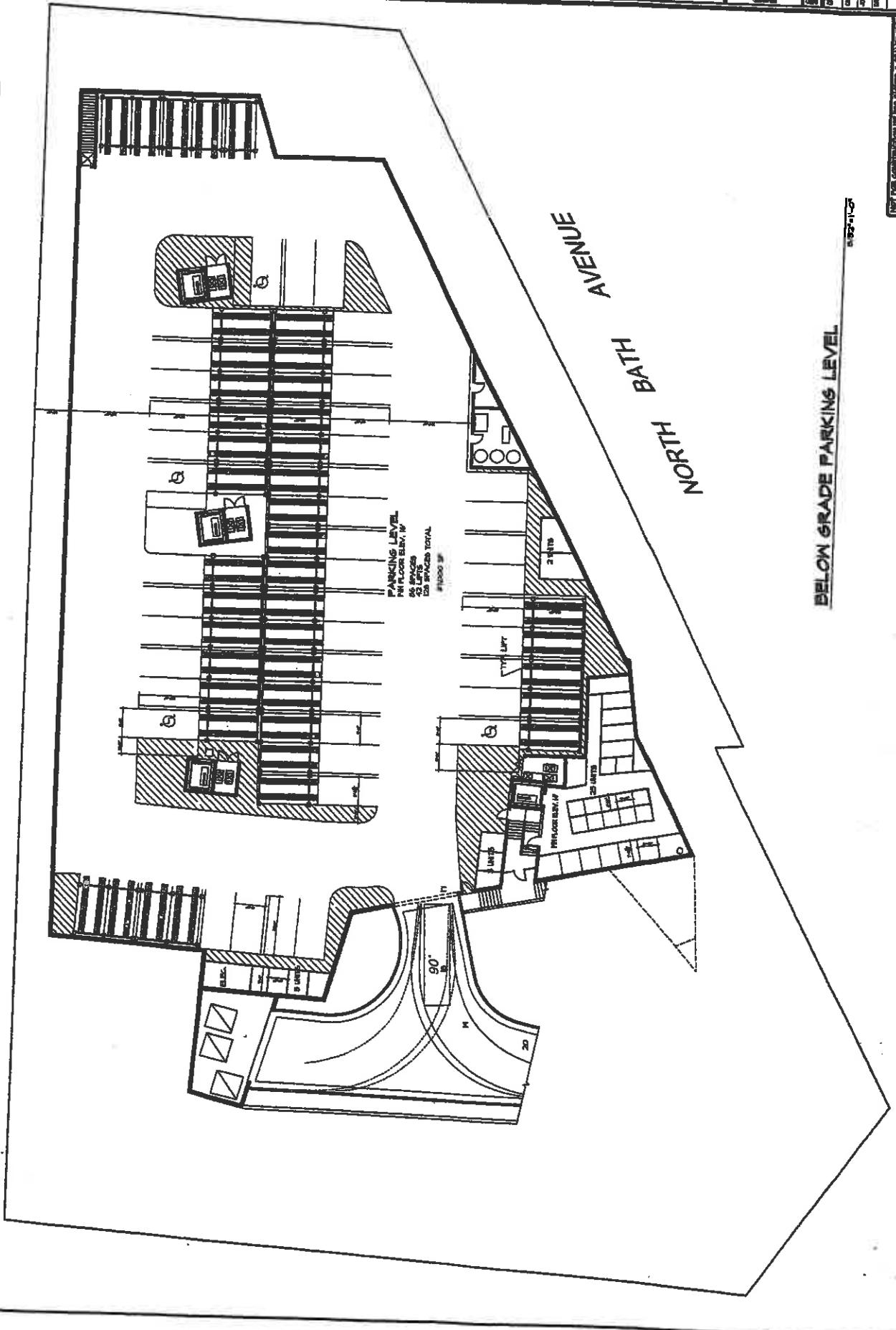
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF MONTEFORTE REALTY. THEY ARE TO BE USED ONLY FOR THE PROJECT AND LOT IDENTIFIED HEREON. ANY REUSE OR REPRODUCTION OF THESE PLANS WITHOUT THE WRITTEN PERMISSION OF MONTEFORTE REALTY IS STRICTLY PROHIBITED.

PROPOSED MULTI-FAMILY PROJECT
FEM REALTY
822 OCEAN AVE. LONG BEACH, NEW JERSEY
BLOCK 210
LOT 148

DATE	BY
NO. OF SHEETS	OF
DATE	BY
NO. OF SHEETS	OF
DATE	BY
NO. OF SHEETS	OF



NOT FOR CONSTRUCTION. THESE PLANS, SPECIFICATIONS AND SCHEDULES ARE THE PROPERTY OF MONTEFORTE REALTY. THEY ARE TO BE USED ONLY FOR THE PROJECT AND LOT IDENTIFIED HEREON. ANY REUSE OR REPRODUCTION OF THESE PLANS WITHOUT THE WRITTEN PERMISSION OF MONTEFORTE REALTY IS STRICTLY PROHIBITED.



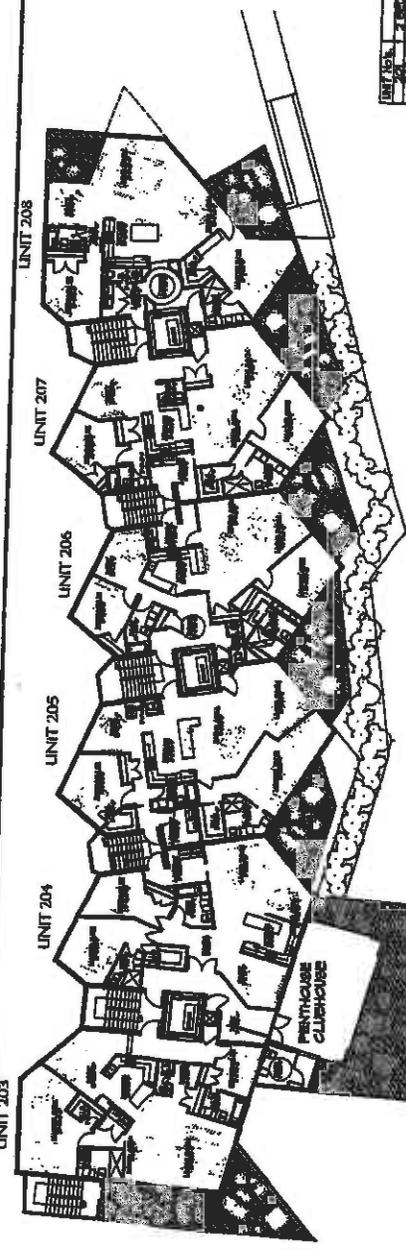


SEAL OF THE ARCHITECT

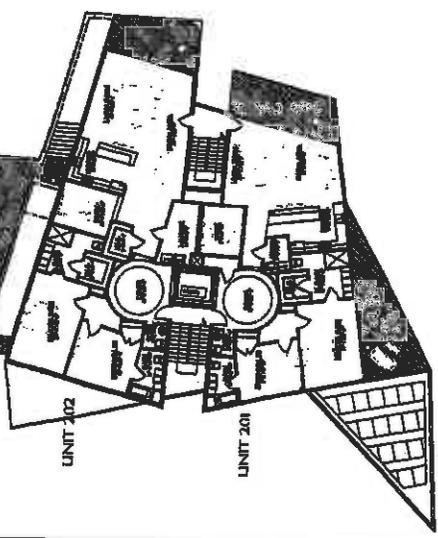
PROPOSED MULTI-FAMILY PROJECT
PENN REALTY
250 OCEAN AVE. LONG BEACH, NEW JERSEY
LOT# 1-16 BLOCK 240

UNIT NO.	301
UNIT NO.	302
UNIT NO.	303
UNIT NO.	304
UNIT NO.	305
UNIT NO.	306
UNIT NO.	307
UNIT NO.	308
UNIT NO.	309
UNIT NO.	310
UNIT NO.	311
UNIT NO.	312
UNIT NO.	313
UNIT NO.	314
UNIT NO.	315
UNIT NO.	316
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UNIT NO.	399
UNIT NO.	400

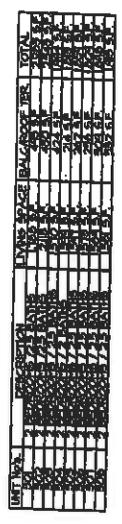
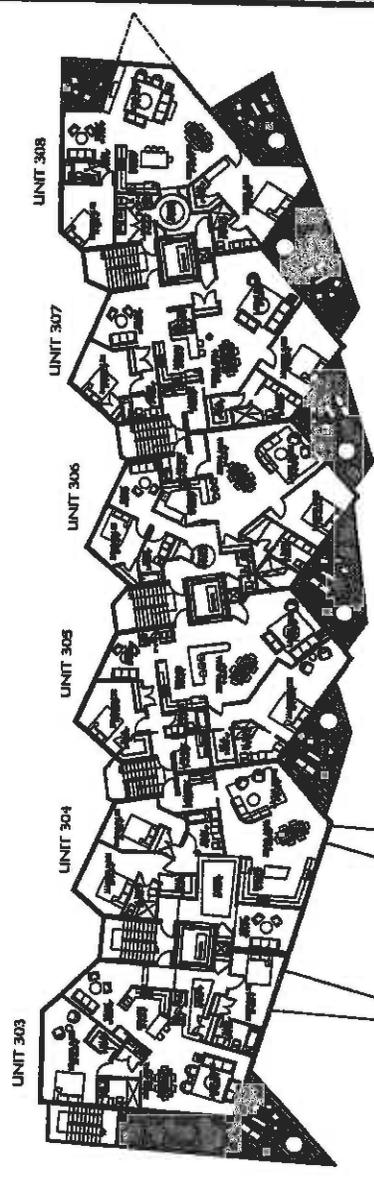
NOT FOR CONSTRUCTION. THIS PLAN IS BASED ON THE ARCHITECT'S AND ENGINEER'S SURVEY AND IS SUBJECT TO ALL APPLICABLE REGULATIONS AND ORDINANCES. THE ARCHITECT AND ENGINEER ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. PENN REALTY, 250 OCEAN AVE., LONG BEACH, NJ 07740. TEL: 201-328-1111. FAX: 201-328-1112.



SECOND FLOOR PLAN



THIRD FLOOR PLAN





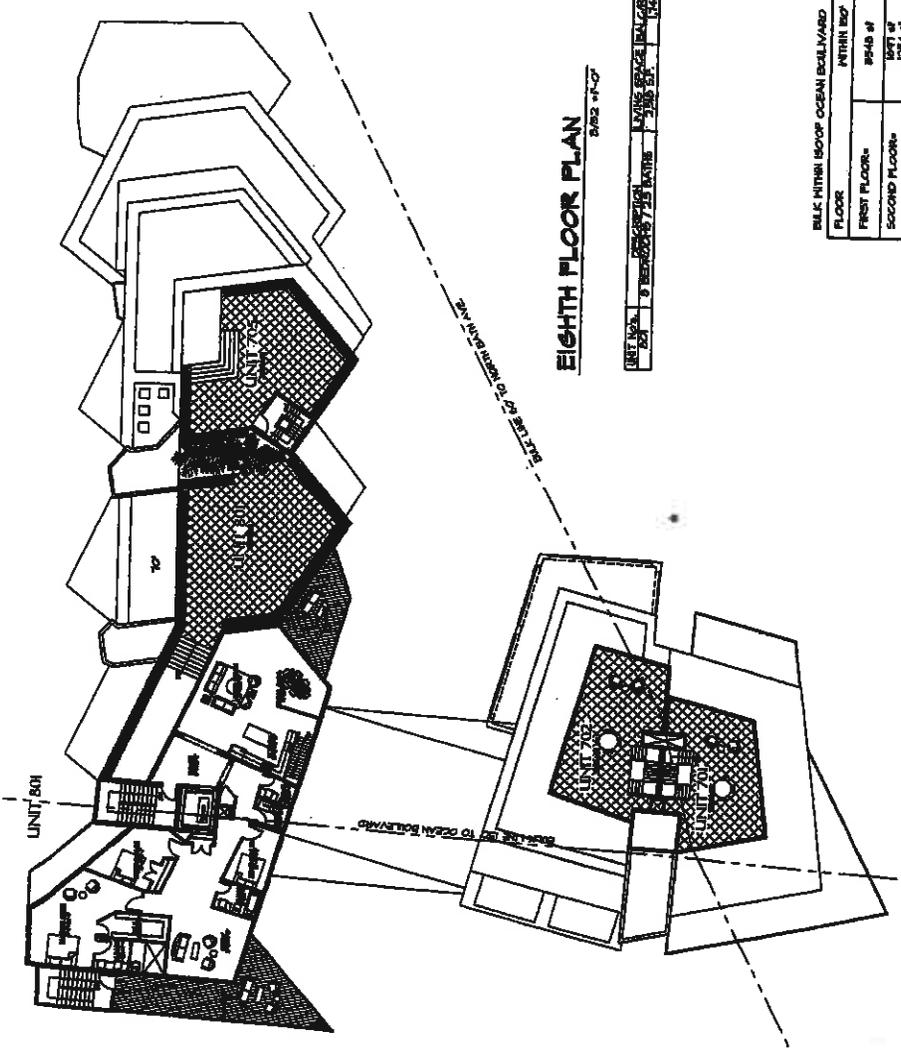
PROPOSED MULTI-FAMILY PROJECT
 1275 1-16
 1275 OCEAN AVE. LONG BEACH, NEW JERSEY
 BLOCK 216

FEM REALTY

DATE: 01/14/16
 DRAWN BY: JH
 CHECKED BY: JH
 JOB NO.: 16016
 SHEET NO.: 18/18



NOT FOR CONSTRUCTION. THESE PLANS & DETAILS ARE PRELIMINARY & APPROVED BY ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



EIGHTH FLOOR PLAN
 DATE: 01/14/16

UNIT NO.	9	BEARING WALL	7'5" x 5'1"	TOTAL AREA	4,262 S.F.
		LIVING SPACE	3'10" x 5'1"		1,626 S.F.

BULK WITHIN 60' OF NORTH BATH AVE.

FLOOR	AREA (S.F.)
FIRST FLOOR	2,528 S.F.
SECOND FLOOR	1,745 S.F.
THIRD FLOOR	1,745 S.F.
FOURTH FLOOR	1,745 S.F.
FIFTH FLOOR	1,745 S.F.
SIXTH FLOOR	1,749 S.F.
SEVENTH FLOOR	1,749 S.F.
EIGHTH FLOOR	743 S.F.
TOTAL FLOOR	13,294 S.F.

BULK WITHIN 800' OF OCEAN BOULEVARD

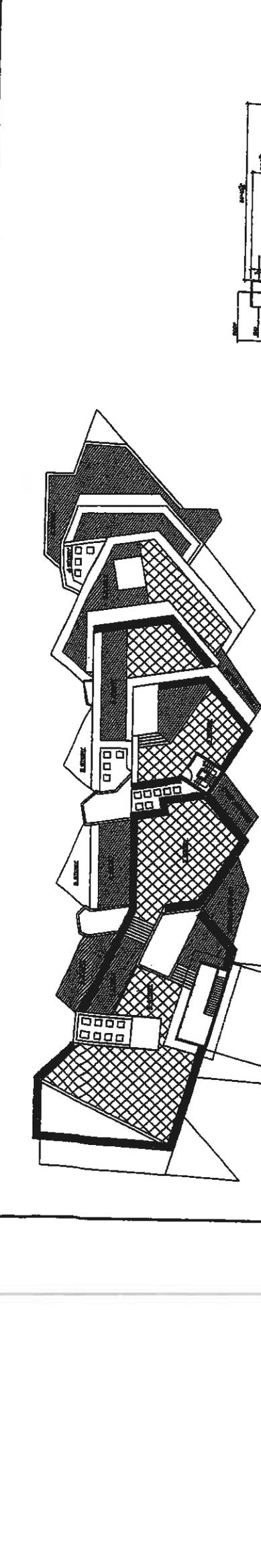
FLOOR	AREA (S.F.)
FIRST FLOOR	2,543 S.F.
SECOND FLOOR	1,571 S.F.
THIRD FLOOR	1,571 S.F.
FOURTH FLOOR	1,520 S.F.
FIFTH FLOOR	1,520 S.F.
SIXTH FLOOR	1,520 S.F.
SEVENTH FLOOR	471 S.F.
EIGHTH FLOOR	15 S.F.
TOTAL FLOOR	14,680 S.F.

TOTAL BUILDING BULK-1000' R/F	
BULK WITHIN 800' OF OCEAN BOULEVARD BUILDING TOTAL*	MAX 208' BULK-1000' R/F PROVIDED PLAN
BULK WITHIN 60' OF NORTH BATH AVE BUILDING TOTAL*	MAX 208' BULK-1000' R/F PROVIDED PLAN
BULK WITHIN 800' OF OCEAN AVE	MIN 400' PROVIDED 100'
BULK WITHIN 60' OF NORTH BATH AVE	MAX 500' PROVIDED 100'

UNIT 801

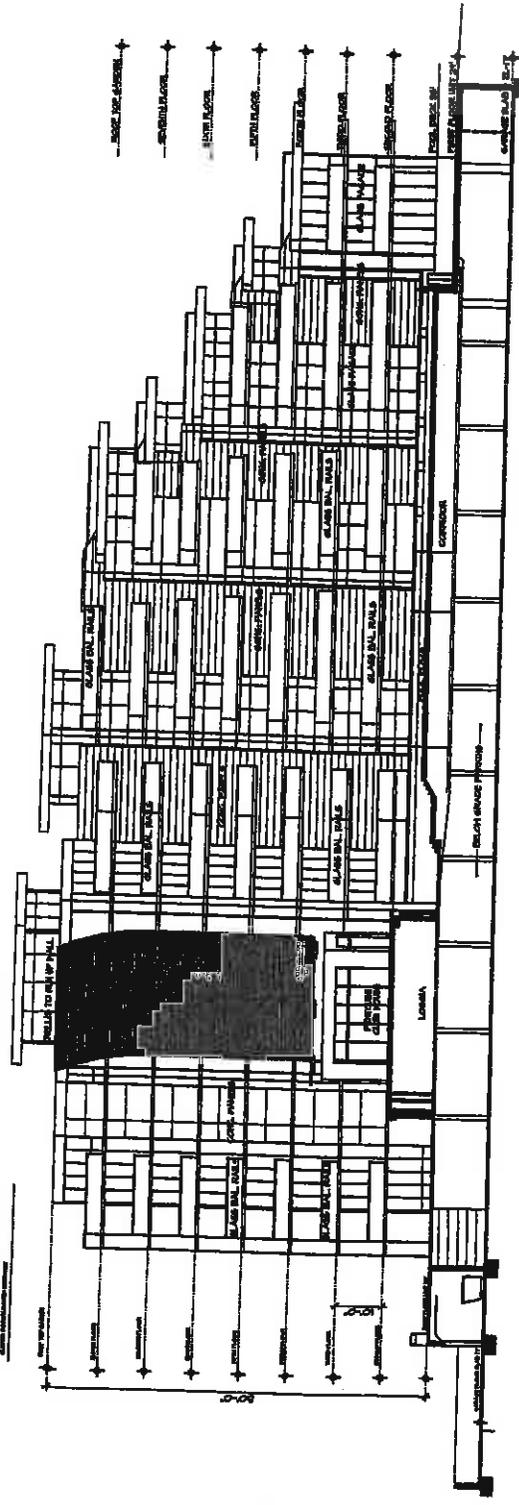
RELATIVE TO OCEAN BOULEVARD

20' W/ WALKWAY TO 20' BULF LINE

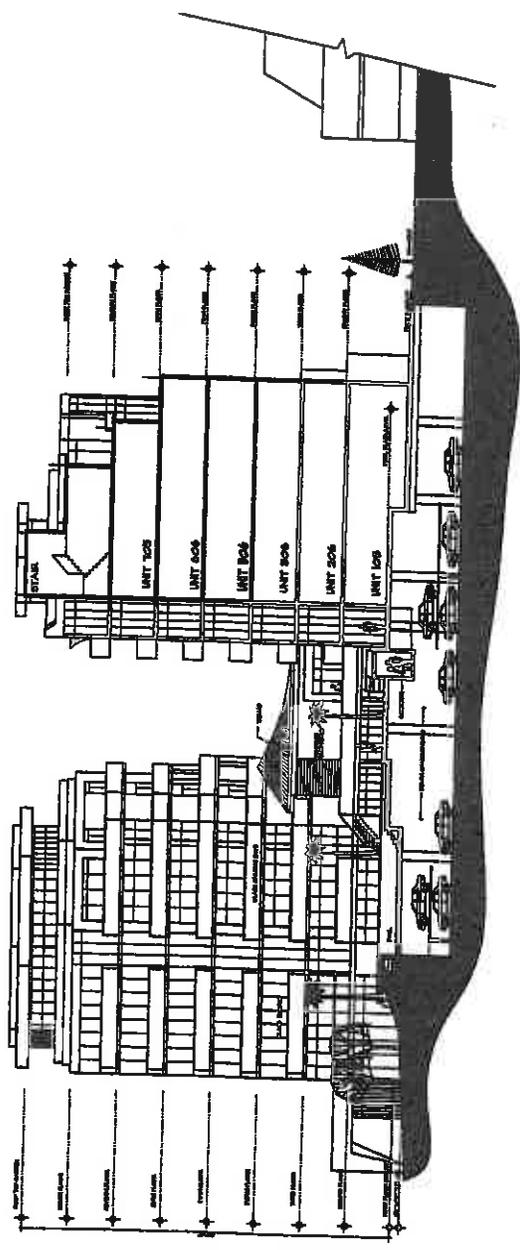


THE CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS
 ENGINEER'S EXAMINATION AND APPROVAL REQUIRED BY ALL APPLICANTS
 THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS PLAN
 THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS PLAN

THIS PLAN CONSTRUCTION DETAILS ARE PREPARED & CHECKED BY
 ARCHITECTS & ENGINEERS, INC. APPROVED BY ALL APPLICABLE AUTHORITIES.
 ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE
 INTERNATIONAL BUILDING CODE, THE INTERNATIONAL PLUMBING CODE,
 THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE, AND THE
 INTERNATIONAL FIRE CODE.



SOUTH ELEVATION/SECTION NORTH BUILDING
 3/32"=1'-0"



NORTH/SOUTH ELEVATION/SECTION
 3/32"=1'-0"

R# 177-16

RESOLUTION
APPROVAL PAYMENT OF BILLS

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED: Simianni

SECONDED: Bastelli

AYES: 5

NAYES: 0

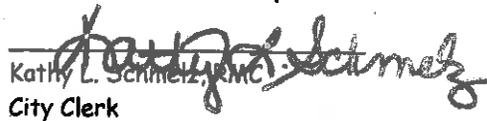
ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on

4-13-16

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 13th day of April, 2016


Kathy L. Schmelz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of April 12, 2016. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

279 Broadway Associates	April Rent - Municipal Court		
A & A Truck Parts	Chassis Rails for Sewer Jet - Public Works	*	9,866.43
A T & T	Telephone Service - Central - Bill Dated March 2016		175.00
Adams Evidence Grade	Miscellaneous Computer Supplies - Police Department	*	954.70
Ambassador Medical Services	Drug Testing - January thru February 2016 - Human Services		1,718.34
Anchor Rubber Stamp	Miscellaneous Stamps - Finance Department		105.00
ANJEC	2016 Membership Dues - Green Initiatives - Admin		204.50
Atlantic Plumbing Supply	Miscellaneous Plumbing Parts & Supplies- DPW		410.00
Auto Parts	Miscellaneous Auto Parts - February 2016 - Various Departments		4,057.50
Be Our Guest Entertainment	Entertainment for St. Patrick's Day - 03/17/2016 - Senior Affairs		2,314.02
Behavioral Health Purchasing Group, Inc	Insurance Coverage for Peter Strub - Human Resources		400.00
Beverly Baxter	Ceramic Instructor - February 2016 - Senior Affairs		185.00
Brenda Annasse	Reimbursement of Mileage for Prime Point Meeting - 03/17/2016 - Finance		1,143.75
Brighton Memorial VFW	Reimbursement for Open House - Veteran's Day - Recreation		39.48
Bullet Lock & Safe Co	Various Keys and Locks - Public Works and Police Department		311.20
Carrot Top Industries	Various Flags - Public Works		124.30
CCC Heavy Duty Truck Parts Co.	Truck Parts - Sanitation# 20 & Stock - Public Works		764.16
CDWG	Panasonic Toughbook Laptops - Police Department		1,802.75
Central Jersey Registrars	Meeting 04/6/2016 - Health Department		15,450.00
Christina N. Lipski	Spanish Interpreter - December 2015, January thru March 2016 - Municipal Court	*	23.00
Christy Fernandez	Reimbursement of Mileage for Prime Point Meeting - 03/17/2016 - Finance		1,920.00
Circle Chevrolet	Belt Kit for PD# 1 - Public Works		33.30
City of Long Branch Clearing Account	To Reimburse Clearing Account		78.74
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	27,908.04
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	100,109.57
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	131,122.07
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	409,015.37
City of Long Branch Payroll Agency Account	To Reimburse Clearing Account - Payroll Dated 3/24/16	*	917,442.40
City of Long Branch Payroll Agency Account	Payroll Dated 3/24/16	*	877,320.58
City of Long Branch Payroll Agency Account	Payroll Dated 3/24/16 - FICA/Medicare	*	40,121.82
City of Long Branch Trust Other Account	DCRP Employer Match - March 2016	*	425.58
Coast Hardware Co., Inc	Accumulated Leave Reimbursement - Budget Appropriation	*	400,000.00
Comcast Online	Miscellaneous Hardware & Supplies - Various Departments	*	68.88
Conte's Car Wash	Internet Provider - March 2016		11.97
Cooper Electric Supply Co.	Car Wash Service - February 2016 - Various City Vehicles	*	431.25
Cracked Olive Market	Miscellaneous Electrical Supplies - Public Works		645.36
Demase Warehouse Systems, Inc	Food for Saint Patrick's Day - 03/17/2016 - Senior Affairs		962.89
Deptcor Bureau of State Use Industries	Water Distribution Tanker - Public Works		1,350.00
	Office Forms - Police Department		690.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Eastern Surplus & Equipment	Control Box - Public Works	*	423.00	
Edwards Tire Co. Inc.	Tires - Public Works		4,623.36	
F & C Automotive Supply	Miscellaneous Auto Supplies - Public Works and Fire Department		608.79	
F & S Tire Corp	Re-Cap Tires - Waste Hauler Rib - Public Works		1,134.00	
Fastenal Company	Drill Bit - Public Works		64.87	
Fax Express	Parts for Fax Machine - Switchboard		274.72	
Fine Fare	Various Food and Refreshments for Various Functions - Senior Affairs and Recreation		1,239.40	
Fire and Safety Services	Miscellaneous Parts and Services to Fire Truck# 25-91 - Fire Department		828.07	
First Due Training & Safety Consultants	Water Rescue Equipment - OEM		174.51	
Foley Incorporated	Clean Diesel Particulate Filter - Sanitation# 40 - Public Works		455.00	
Ford Motor Credit	Lease/ Purchase Vehicles - Fire Department - April 2016	*	887.27	
Freehold Dodge	Miscellaneous Auto Parts - Public Works		384.49	
Freehold Ford	Shaft/ Wire Assembly & Mirror - PD# 115 - Public Works		172.70	
Freehold Soil Conservation	Disturbance Permit - Demolition Project	*	4,050.00	
Gann Law Books	Subscription Renewal - 2016 NJ Municipal Court Practice Supplement 54 - City Clerk		260.50	
General Code Publishers	Hand Towels - Fire Department		3,458.89	
General Linen & Paper Supply	Professional Services - COAH - January thru February 2016		88.50	
Greenbaum, Rowe & Smith	Professional Services - Scott Kelly Litigation - January thru February 2016		1,299.50	Pyemt# 1-2
Greenbaum, Rowe & Smith	Professional Services - Redevelopment - January thru February 2016		10,836.78	Pyemt# 1-2
Harbor Sales	Various Sheets of Plastic - Traffic Department		9,732.10	Pyemt# 1-2
Harley Davidson of Long Branch	Replace Battery - Police Motorcycle# MC-1 - Public Works		232.86	
Hilsen Pest Control	Pest Control - April 2016 - Health Department		160.26	
Home Depot Credit Services	Miscellaneous Items for Various Departments		410.00	
Hoover Truck Centers Inc	Gasket for Public Works Jet Vac - Public Works		360.87	
Hunter Jersey Peterbilt	Brake Parts for Sanitation # 50 & # 90 - Public Works		110.37	
In Time Solutions	Software Support - Police Schedule - Police Department		5,352.70	
James Parnell	Reimbursement of Expenses	*	4,777.00	
Jersey Central Power and Light	Electric Service - Bills Dated - March 2016	*	140.00	
Jersey Coast Fire Equipment	Inspection, Service & Tagged Fire Extinguishers - Senior Center	*	64,504.89	
Jersey Elevator	Elevator Maintenance - March 2016 - City Hall		107.00	
Joanne Fabrics	Supplies for Special Events - Senior Affairs	*	182.24	
Jolyn Clothing Company	Bathing Suits for Life Guards - Recreation		104.33	
Joseph Fazzio - Wall, LLC	Materials for Fire Department - Public Works		1,750.00	
JPC Enterprise, Inc	Janitorial Supplies - Public Works		274.62	
Kepwell Water	Monthly Cooler Rental - February 2016 - Administration		987.00	
K-Mart	Various Supplies for Recreation		10.00	
Konica Minolta Business Solutions USA Inc.	Copier Agreement & Maintenance - Various Departments		675.64	
Lawyers Diary & Manual	2016 NJ Lawyer Diary & Manual - Municipal Court		350.84	
Lexis Nexis	Accurint License - February 2016		408.00	
Lisa Gall	Camera Operator - "Community Connections" - March 2016 - Cable Commission	*	50.00	
Long Branch Chamber of Commerce	Full Page Ad in Journal/ Electric Service (June 2015 thru January 2016) - Community Dev.		100.00	
Lowes	Windows for Ticket Booths - Recreation		1,518.79	
Maaco Auto Painting & Body Works	Various Repairs to Fire Prevention# 25-32 & PD# 42 - Public Works		2,243.93	
Maria S Febles	Spanish Interpreter - December 2015 thru March 2016 - Municipal Court		1,535.00	
Mary Moss	Mileage Reimbursement - RMC Classes - City Clerk		2,160.00	
Mazza & Sons	Recycle Tires - Public Works		185.76	
MGL Printing Solutions	1099 Int Forms & Envelopes - Tax Collector		492.00	
Mid-Atlantic Truck Center	Miscellaneous Parts & Supplies - Public Works		61.70	
Minerva Cleaners	Repairs to Uniforms - Fire Department		148.25	
			272.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Mocean Hollow Metal and Hardware
 Mon/Ocean Cnty Tax Coll
 Monmouth County Regional Health
 Monmouth Truck Equipment
 Monmouth University
 Morton Salt
 Motorola Solutions, Inc
 Mr. John
 NEC Corp. of America
 New Jersey American Water
 New Jersey Natural Gas
 NJ State League of Municipalities
 NJ-IAAI
 Northern Tool & Equipment
 Oceanside Service
 Otilia Silva
 Party Fair
 Perry's Trophy
 Petro King Service Co
 Plosia Cohen LLC
 Provantage LLC
 Quality Rebuilders
 R & H Spring & Truck Repair
 Red the Uniform Tailor
 Republic Services of NJ, LLC
 Riggins Incorporated
 RJK Media
 Rockafellers
 Rutgers, The State University
 Safelite Fulfillment, Inc
 Saje Enterprises, LLC
 Saker Shoprites
 Seaboard Welding Supply
 Sharp Electronics
 Sheraton Atlantic City
 Site One Landscape Supply
 Skip's Sports
 Statewide Towing
 Stavola Contracting Co, Inc.
 STI-CO Industries
 T.E.A.M. Life, Inc
 ICTA Membership Services
 The Peddler
 Timothy McGoughron
 Treasurer, County of Monmouth
 Treasurer, State of NJ
 Treasurer, State of NJ
 Treasurer-State of NJ
 Tuzzio's
 United Parcel Service

Door for Laird Street Comfort Station
 Renewal of Membership 2016 - Tax Collector
 Interlocal Service Agreement - Lead Analyzer and Public Health Consortium - 2016
 Miscellaneous Truck Parts - Public Works
 Use of Studio 03/23/2016 - Cable Commission
 Rock Salt w/ Ice B Gone - Public Works
 Portable Radios - Fire Department
 Standard Units - February 2016 - Cottage Place, Laird Street and Branchport Park
 Phone System Rental - April 2016
 Water Utilities - March 2016
 Gas Service - March 2016
 Booth Space for 2016 League
 2016 Conference - 03/09-03/11/2016 - Fire Prevention
 Miscellaneous Tools/Equipment - DPW
 Diagnostic Call, Replace Gas Valve & Pilot Tubing - Union Ave Fire House
 Portuguese Interpreter - December 2015 thru March 2016 - Municipal Court
 Paper Good for Various Celebrations - Senior Affairs
 Thank You Gift for College Tour Volunteer Chaperone/ Basketball Medals - Recreation
 Replace Damaged Gasboy Fleet Key Receptacle - Public Works
 Legal Services - Labor Attorney - February and March 2016
 Computer Supplies - Police and Purchasing Departments
 Rebuild Alternator - PW# 230 - Public Works
 Reconditioned Front Spring - Sanitation# 20 - Public Works
 Animal Control Patches - Health Department
 Disposal of Bulky Waste - 02/09-03/09/2016
 Unleaded Gasoline - 03/01, 03/11, 03/15/2016 - Public Works
 Directing/ Editing Services - 03/23/2016 - Cable Commission
 Food for Water Rescue - 03/26/2016 - OEM
 Registration - M Moss - Intro to the Duties of Municipal Clerk - City Clerk
 Install Rear Window - PD# 26 - Public Works
 Registration for Soccer Tournament - Recreation
 Food for Saint Patrick's Day and College Tour - Senior Affairs and Recreation
 Welding Supplies - Public Works
 Copier Rental - March 2016 - Recreation
 Overnight Accommodations for Public Purchasing Educational Forum - Purchasing Agent - 04/27*
 Ice Melt/ Fertilizer/ Seeds - Public Works
 T-Shirts for Youth Basketball League - Recreation
 Roadside Service - Water Distribution Tanker - 03/15/2016 - Public Works
 Cold Patch - Public Works
 Roof Mount Niti Replacement Mast - Public Works
 Power Heart G3 Plus Battery - Fire Department
 2016 Membership - Tax Collector
 Beachfront Officer Bicycles - Police Department
 Municipal Court Conflict Judge - 03/14/2016
 Monthly Dumping & Tipping Fees - February 2016
 Annual Subscription Fire Code - K. Hayes - Fire Prevention
 Manahassett Creek Park - NJDEP
 NJ Department of Environmental Protection Vehicle Registration - Public Works
 Pizza for Soccer Party - 03/12/2016 - Recreation
 Shipping Cost - Police Department

1,636.00
 80.00
 9,292.00
 86.58
 750.00
 27,160.69
 1,855.00
 363.50
 3,132.23
 23,143.35
 13,838.43
 1,500.00
 450.00
 531.96
 665.00
 2,310.00
 295.43
 402.30
 582.00
 21,605.98
 986.15
 280.00
 289.40
 237.50
 13,329.43
 28,056.64
 500.00
 102.25
 819.00
 316.85
 1,305.00
 551.05
 245.98
 198.05
 126.00
 1,082.45
 1,065.50
 375.00
 925.00
 223.77
 1,317.00
 100.00
 6,249.70
 400.00
 71,656.20
 30.00
 450.00
 3,110.00
 450.00
 16.40

Pymt# 1-2
 Pymt# 3
 Pymt# 2

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Untangle Inc
 Vantage Point R.E. Dev Mgmt., LLC
 Verizon
 Verizon Wireless
 W.B. Mason
 Wage Works
 Windstream
 Wireless Communications & Electronics

Police Firewall - 04/2016-04/2017 - Police Department	1,080.00	
Professional Services - General Redevelopment - February 2016	16,943.75	Pymt# 2
Telephone Service - Central - Bill Dated March 2016	5,637.25	*
Cell & Wireless Service - Various Departments - Bills Dated March 2016	3,008.40	*
Miscellaneous Office Supplies - Various Departments	1,576.37	
2016 FSA Admin Fee - January thru March 2016 - Comptroller	150.00	
Telephone Service - Central - Bill Dated 2/4/16	1,850.54	*
Transmitters and Repair Control Head - Police Department	1,847.75	

TOTAL CURRENT

3,356,938.28

Brinkerhoff Environmental
 Brinkerhoff Environmental
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 Compass Construction
 George Harms Construction Co.
 Greenbaum, Rowe & Smith
 Melillo & Bauer Associates
 Pierce Manufacturing
 Vantage Point Real Estate

Engineering Services - Environmental Engineering - 82 S Broadway	13,590.22	Pymt# 1
Engineering Services - Environmental Engineering - Underground Storage Tank	5,000.00	Final Pymt
To Reimburse Clearing Account	1,311,733.60	*
To Reimburse Clearing Account	221,616.83	*
Promenade Storm Drainage Improvements - February thru March 2016	376,614.00	Pymt# 3
Boardwalk Replacement - February 2016	221,616.83	*
Professional Services - Pier Design - January thru February 2016	6,171.00	Pymt# 1-2
Landscape Architectural Services - Preparation of Conceptual Design for Long Branch Gateways	15,000.00	Final Pymt
Purchase of a Enforcer Pumper Fire Truck	935,119.60	*
Professional Services Rendered - Pier Design - February 2016	9,532.50	Pymt# 2

TOTAL CAPITAL

3,115,994.58

City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Conte's Car Wash
 Long Branch Animal Hospital
 Monmouth County SPCA
 Verizon Wireless

To Reimburse Clearing Account	117.38	*
To Reimburse Clearing Account	833.81	*
To Reimburse Clearing Account - Payroll Dated 3/24/16	6,822.33	*
Payroll Dated 3/24/16	6,358.19	*
Payroll Dated 3/24/16 - FICA/Medicare	464.14	*
Car Wash Service - February 2016 - Various City Vehicles	18.75	
Animal Shelter Services - January 2016	635.00	Pymt# 1
Animal Shelter Services - January and February 2016	2,125.00	Pymt# 1-2
Cell & Wireless Service - Animal Control - Bill Dated March 2016	117.38	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL ANIMAL CONTROL

City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 Conte's Car Wash
 JCP&L
 K-Mart
 New Jersey Natural Gas

To Reimburse Clearing Account
 To Reimburse Clearing Account
 Car Wash Service - February 2016 - Various City Vehicles
 Services for Holiday Decorations - Community Development
 Various Supplies for Recreation
 Gas Service - March 2016

	17,491.98
*	200.79
*	1,553.66
	6.25
	5,745.92
	204.73
*	200.79

TOTAL HUD

A T & T
 Arbus, Maybruch & George
 Christiana Trust as Custodian
 Christiana Trust as Custodian
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Cranmer Engineering
 First Due Training & Safety Consultants
 GLIA Group
 Greenbaum, Rowe, Smith & Davis
 JNH Funding Corp
 Michael A. Irene, Jr
 New Jersey Natural Gas
 Richard B Reading Associates
 Thompson Design Group
 TWR CST for Ebury Fund 1NJ LLC
 JS Bank as Cust for Phoenix Fund
 JS Bank as Cust for Phoenix Fund
 JS Bank Cust PC 4 Firstrust Bk
 JS Bank Cust PC 4 Firstrust Bk
 JS Bank Cust PC 5 Sterling Natl
 JS Bank Cust PC 5 Sterling Natl
 JS Bank for Pro Cap III
 Advantage Point Real Estate Development Mgmt. LLC
 Advantage Point Real Estate Development Mgmt. LLC

Telephone Service - Central - Bill Dated March 2016
 Legal Services - Planning Board - Various Applicants
 Tax Sale Premium
 Tax Sale Premium
 To Reimburse Clearing Account
 To Reimburse Clearing Account - Payroll Dated 3/24/16
 Payroll Dated 3/24/16
 Payroll Dated 3/24/16 - FICA/Medicare
 Professional Services - Various Escrows - Zoning
 Water Rescue Equipment - OEM
 Tax Sale Premium
 Professional Services Rendered - Redevelopment Counsel - Jan thru Feb 2016
 Professional Services Rendered - 2nd Avenue Warehouse - Jan thru Feb 2016
 Professional Services Rendered - Black Ridge Realty - Jan thru Feb 2016
 Professional Services Rendered - Mark Built Homes - Jan thru Feb 2016
 Tax Sale Premiums
 Legal Services - Zoning Board - Various Applicants
 Gas Service - March 2016
 Professional Services - RCA Program - Community Development
 Professional Services Rendered - Mark Built Properties - Oct thru Nov 2015 Hours
 Tax Sale Premium
 Professional Services Rendered - Black Ridge Realty - February 2016
 Professional Services Rendered - Mark Built Homes - February 2016

	7,912.14
*	179.25
	868.00
*	32,000.00
*	12,000.00
*	25,119.64
*	18,405.15
*	22,431.00
*	113,751.50
*	320,465.02
*	320,192.78
*	272.24
	1,729.75
	1,000.00
*	1,300.00
	280.00 Pymt# 1-2
	1,505.00 Pymt# 1-2
	3,640.00 Pymt# 4-5
	3,290.00 Pymt# 4-5
*	2,500.00
	885.00
*	137.54
*	408.00
	32,298.00 Pymt# 5-6
*	1,500.00
*	23,000.00
*	18,500.00
*	700.00
*	900.00
*	1,200.00
*	1,200.00
*	59,000.00
	6,423.75 Pymt# 4
	1,451.25 Pymt# 7

TOTAL TRUST OTHER

	1,028,532.87
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* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE