SUMMARY STATEMENT

ITEM NO.: DRPA-18-056      SUBJECT: Gateway Park Properties Transfer Agreement

COMMITTEE: Finance

COMMITTEE MEETING DATE: June 6, 2018

BOARD ACTION DATE: June 20, 2018

PROPOSAL: That the Board authorize staff to execute an Agreement to sell the two parcels remaining at the Gateway Park Properties to the Camden County Municipal Authority (“CCMUA”) for the sum of $20,000.00. These two parcels were not included in the Transfer Agreement referenced in DRPA-14-136.

Other Party: Camden County Municipal Authority
1645 Ferry Avenue
Camden, NJ 08104

PURPOSE: To complete the development of Gateway Park it is necessary to transfer to the CCMUA two parcels of property known by the DRPA as S42 and S43 located at the eastern most boundary of Gateway Park along Admiral Wilson Boulevard in Pennsauken. These two parcels are legally designated by the Township of Pennsauken as Block 6714, Lots 3, 4, 5, 6, 7, 8, 8.01 and 9.

BACKGROUND: Pursuant to the October 16, 2014 Board Resolution DRPA-14-136 (Exhibit A), the DRPA has entered contracts to convey 16 parcels of land on Admiral Wilson Boulevard to the CCMUA for development as Gateway Park (Exhibit B). The two parcels referenced herein had not been included in the original Transfer Agreement and remain to be conveyed. Since 2014 the DRPA has overseen and paid for the environmental assessment and remediation of these 16 sites as well as the two not yet conveyed. Market value for these two parcels has been set at $20,000.00 by an Appraisal by T.W. Sheehan & Associates, LLC dated January 9, 2018 and corroborated by an Appraisal Review by Jerome V. McHale, MAI on April 11, 2018.
The development of Gateway Park is pursuant to an Intergovernmental Agency Agreement (the “IGA”), dated December 28, 2001, among DRPA, County of Camden, and other governmental agencies, and in a Redevelopment Agreement (Parts I and II) (the “Redevelopment Agreements”), dated January 25, 2008, between Camden Redevelopment Authority (“CRA”) and DRPA.

The transfer of the properties has been contingent upon DRPA’s compliance with all of the requirements of the New Jersey Site Remediation Reform Act of 2009 (“the Act”). Pursuant to the Act, the DRPA retained Brinkerhoff Environmental Services, Inc., a Licensed Site Remediation Professional (LSRP), to issue a response action outcome (“RAO”) signifying that the sites have been remediated sufficiently and that they are in compliance with all applicable statues, rules, and regulations concerning the environment. Upon transfer of these properties to the CCMUA, the responsibility for environmental remediation shifts to the CCMUA pursuant to Paragraph 5(a) of the Agreement between DRPA and CCMUA entered into in November of 2015.

The Gateway Park site development has been divided into two phases for remediation and conveyance to the CCMUA. Ten parcels of Phase I properties will have been conveyed by June 30, 2018. The remaining eight parcels of Phase II properties, subject to certain engineering restrictions, will have been conveyed by September 1, 2018. As part of the prior Agreement, the CCMUA has taken title to each of the 16 parcels immediately upon the issuance of applicable RAO’s for each individual parcel. Upon conveyance of the two parcels (S42 and S43) referenced herein, the transfer of all Gateway Park parcels will be complete. Subsequent to each transfer, pursuant to contract the CCMUA has become responsible for the maintenance, operation and safety of Gateway Park property. The Park is currently open to the public. A public “ribbon cutting” ceremony is planned for early September 2018.
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<th>SUMMARY:</th>
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<td>Other Parties Involved:</td>
<td>Camden County Municipal Utility Authority</td>
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RESOLUTION

RESOLVED: That the Board authorizes staff to effectuate the sale of two parcels of land (S42 and S43) to the CCMUA for the sum of $20,000.00. These parcels are located at the eastern boundary of Gateway Park designated by the Township of Pennsauken as Block 6714, Lots 3, 4, 5, 6, 7, 8, 8.01 and 9 to the CCMUA for the sum of $20,000.00.

RESOLVED: The Chair, Vice Chair and the Chief Executive Officer must approve and are hereby authorized to approve and execute all necessary agreements, contracts, or other documents on behalf of the DRPA. If such agreements, contracts, or other documents have been approved by the Chair, Vice Chair and Chief Executive Officer and if thereafter either the Chair or Vice Chair is absent or unavailable, the remaining Officer may execute the said document(s) on behalf of DRPA along with the Chief Executive Officer. If both the Chair and Vice Chair are absent or unavailable, and if it is necessary to execute the said document(s) while they are absent or unavailable, then the Chief Executive Officer shall execute such documents on behalf of DRPA.

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SUMMARY STATEMENT

ITEM NO.: DRPA-14-136
SUBJECT: Gateway Park Properties Transfer Agreement

COMMITTEE: New Business

COMMITTEE MEETING DATE: N/A

BOARD ACTION DATE: October 16, 2014

PROPOSAL: That the Board authorizes staff to execute an Agreement to transfer the Gateway Park Properties (“Transfer Agreement”) to the Camden County Municipal Authority (“CCMUA”).

Other Party: Camden County Municipal Authority
1645 Ferry Avenue
Camden, NJ 08104

PURPOSE: To transfer certain properties along Admiral Wilson Boulevard within the City of Camden and Township of Pennsauken, designated as the “Gateway Park Properties” to the CCMUA for use as a public park.

BACKGROUND: As part of an Intergovernmental Agency Agreement (the “IGA”), dated December 28, 2001, among DRPA, County of Camden, and other governmental agencies, and in a Redevelopment Agreement (Parts I and II) (the “Redevelopment Agreements”), dated as of January 25, 2008, between Camden Redevelopment Authority (“CRA”) and DRPA, DRPA contracted to remediate the AWB properties, and upon meeting the requirements for transfer of the property from the New Jersey Department of Environmental Protection (“NJDEP”) (which includes covenants not to sue), to convey the AWB properties to the County of Camden for development by the County of Camden of a public park to be called the “Gateway Park”. DRPA and the County of Camden have agreed that DRPA will convey the Gateway Park properties to the Camden CCMUA herein under the same terms and conditions that it promised to the County of Camden in the IGA and Redevelopment Agreements, in consideration of the agreement of CCMUA herein to operate and maintain the properties as the proposed Gateway Park in the place and stead of the County of Camden.
Pursuant to the Transfer Agreement, the transfer of the properties is contingent upon the DRPA meeting all requirements of the New Jersey Site Remediation Reform Act of 2009 (“the Act”). Pursuant to the Act, the DRPA is required to retain a Licensed Site Remediation Professional (LSRP) that will issue a response action outcome (“RAO”). The RAO is a new regulatory document created by the Act, that is designed to signify that a site has been remediated sufficiently and that it is in compliance with all applicable statues, rules, and regulations concerning the environment. As part of the Agreement, the CCMUA is agreeing to take position of the properties immediately and that the DRPA will provide the RAOs for the properties as soon as they are completed. The DRPA has retained an LSRP and once the work is completed will provide the documentation to the CCMUA.

Also pursuant to the Act, the NJDEP has three years to review the contents of the LSRP’s findings and determine whether the remedial action is protective of public health and safety. If it determines that it is not sufficiently protective, the RAO will be invalidated. As part of the Transfer Agreement the DRPA agrees to, and acknowledges, its continuing liability for the work of its LSRP for the three year period mandate by New Jersey statute.

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RESOLUTION

RESOLVED: That the Board authorizes staff to execute a Property Transfer Agreement for the transfer of the Gateway Park Properties with the CCMUA.

RESOLVED: The Chair, Vice Chair and the Chief Executive Officer must approve and are hereby authorized to approve and execute all necessary agreements, contracts, or other documents on behalf of the DRPA. If such agreements, contracts, or other documents have been approved by the Chair, Vice Chair and Chief Executive Officer and if thereafter either the Chair or Vice Chair is absent or unavailable, the remaining Officer may execute the said document(s) on behalf of DRPA along with the Chief Executive Officer. If both the Chair and Vice Chair are absent or unavailable, and if it is necessary to execute the said document(s) while they are absent or unavailable, then the Chief Executive Officer shall execute such documents on behalf of DRPA.

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TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this “Termination”) dated as of ___________, 2018 and intended to be effective as of ___________, 2018, by and between THE DELAWARE RIVER PORT AUTHORITY, a bi-state corporate instrumentality of the Commonwealth of Pennsylvania and the State of New Jersey (the “DRPA”) and CAMDEN TOWN CENTER, LLC, a New Jersey limited liability company (“CTC”). DRPA and CTC are collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS

A. CTC is the owner of certain real property and the improvements thereon located in the City of Camden, New Jersey known as Camden Waterfront Condominium and identified as Block 80.02, Lot 1 (Qual C1500, C2500, C3000, C3500, C4500, C5000, C5500) on the current City of Camden Tax Map as more particularly described on Exhibit A attached hereto and incorporated herein (collectively, the “CTC Property”) by virtue of (i) a Deed from The City of Camden Redevelopment Agency (the “CCRA”), dated October 20, 2006 and recorded December 12, 2006, in OR Book 8410, at Page 1907, in the County Clerk’s Office of Camden County, New Jersey (the “Recording Office”); (ii) a Deed from Cooper's Square Urban Renewal Venture, LLC (“CSURV”), dated October 20, 2006 and recorded December 12, 2006, in OR Book 8410, at Page 1902, in the Recording Office, (iii) a Deed from the CCRA dated November 21, 2016, effective as of December 2, 2016 and recorded December 5, 2016 in OR Book 10537, at Page 692, in the Recording Office (the “CCRA Deed”), and (iv) a Deed from the New Jersey Economic Development Authority, an instrumentality of the State of New Jersey (the “NJEDA”) dated November 28, 2016, effective as of December 2, 2016 and recorded December 5, 2016 in OR Book 10537, at Page 709, in the Recording Office (the “NJEDA Deed”).

B. The CCRA Deed and the NJEDA Deed expressly incorporate the following restrictive covenant (the “Deed Restriction”): “The Property or any portion thereof may not be used for the purpose of inducing any company, firm, organization or other entity which is currently operating in the Commonwealth of Pennsylvania from moving any portion of its existing operations to a location on the above stated real estate, when such movements or relocation would entail the removal of one hundred or more existing jobs from the Commonwealth. It is intended and agreed that the Deed Restriction shall be a covenant running with the land exclusively for the benefit and in favor of and enforceable by the Delaware River Port Authority and shall remain in effect and be binding on the Grantee, each successor in interest to the Property only for such period as such party shall have title to the Property.”
C. The Deed Restriction is also referenced in a number of other recorded and unrecorded agreements (collectively, the “Other Agreements”) including, without limitation, (i) a Deed from the CCRA to CSURV dated March 8, 2006 and recorded March 10, 2006 in OR Book 8144, at Page 176, in the Recording Office, and (ii) a Deed from the DRPA to the NJEDA dated July 31, 2003 and recorded September 11, 2006 in OR Book 8321, at Page 1435, in the Recording Office.

D. The Parties have agreed that it would be in their best interest to terminate the Deed Restriction in order to facilitate the development of the CTC Property.

NOW THEREFORE, in consideration Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties acknowledge and agree as follow:

1. **Termination of the Deed Restriction.** The DRPA hereby terminates the Deed Restriction and remises, releases, relinquishes and abandons any and all of its right, title and interest in and to the Deed Restriction, including any right the DRPA has to enforce the Deed Restriction on any portion of the CTC Property. For the avoidance of doubt, the foregoing sentence is intended to terminate the Deed Restriction in its entirety, in any form, whether contained in the CCRA Deed, the NJEDA Deed, the Other Agreements or otherwise, on any portion of the CTC Property.

2. **Miscellaneous.**

   (a) The Recitals are hereby incorporated in their entirety into this Termination.

   (b) This Termination constitutes the entire agreement and understanding between the Parties hereto and supersedes all prior or contemporary understandings, representations, statements and agreements, whether oral or written, regarding the subject matter contained herein.

   (c) This Termination may be executed in counterparts each of which shall be deemed to be an original and all of which, when taken together, shall constitute a single agreement.

   (d) This Termination shall be governed by and construed under the laws of the State of New Jersey.

   (e) This Termination shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall run with the land.

   (f) This Termination shall be recorded in the Recording Office.

[Signatures begin on next page]
IN WITNESS WHEREOF, the undersigned parties have caused this Termination Agreement to be executed as of the day and year first above written.

DELAWARE RIVER PORT AUTHORITY, a bi-state corporate instrumentality of the Commonwealth of Pennsylvania and the State of New Jersey

By: _____________________________
Name: ___________________________
Title: ____________________________

STATE OF _________________________ : ss.
COUNTY OF ________________________

I CERTIFY that on _________________ ____, 2018, __________________ personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is named in and personally signed this instrument; and

(b) signed, sealed and delivered this instrument as his/her act and deed in his/her capacity as ________________ of The Delaware River Port Authority, a bi-state corporate instrumentality of the Commonwealth of Pennsylvania and the State of New Jersey.

________________________________
Notary Public

My Commission Expires:

[Signature Page to Termination Agreement]
CAMDEN TOWN CENTER, LLC, a New Jersey limited liability company

By: CTC Parent Holdings LLC, its sole member

By: LPDC Camden LLC, its managing member

By: __________________________
Name: __________________________
Title: ___________________________

STATE OF _________________________ :
COUNTY OF _______________________

I CERTIFY that on _________________, 2018, __________________ personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is named in and personally signed this instrument; and

(b) signed, sealed and delivered this instrument as his/her act and deed in his/her capacity as __________________ of LPDC Camden LLC, the managing member of CTC Parent Holdings LLC, the sole member of Camden Town Center, LLC, a New Jersey limited liability company.

_________________________________________________________________
Notary Public

My Commission Expires:
Exhibit A

Description of CTC Property
WHEREAS, Delaware River Port Authority ("DRPA") has entered into previous
agreements which in part committed DRPA to acquire title to premises designated as the
"Admiral Wilsin Blvd. Properties" ("AWB"), within the City of Camden and Township of
Pennsauken; and

WHEREAS, in an Intergovernmental Agency Agreement ("IGA"), dated December 28,
2001, among DRPA, County of Camden, and Camden Redevelopment Authority ("CRA"), and in
a Redevelopment Agreement (Parts I and II) ("Redevelopment Agreements"), dated as of
January 25, 2008, between CRA and DRPA, DRPA contracted at its expense to remediate the
AWB properties, and upon receipt of "No Further Action" letters from the New Jersey
Department of Environmental Protection ("NJDEP") (which NFAs include NJDEP's covenants not
to sue), to convey the AWB properties to County of Camden for development by County of
Camden of a public park to be called the "Gateway Park"; and

WHEREAS, the Site Remediation Reform Act ("SRRA") enacted May 7, 2009, N.J.S.A.
58:10C-1, et. seq., established and implemented a Licensed Site Remediation Professional
("LSRP") Program pursuant to which LSRPs, rather than NJDEP, determine the adequacy and
result of environmental investigations and cleanups, pursuant to which LSRPs issue the final
sign-off documents, known as Response Action Outcomes ("RAO"). (NJDEP no longer issues No
Further Action Letters); and

WHEREAS, DRPA and County of Camden have agreed that DRPA will convey and CCMUA
shall accept the conveyance of the AWB properties to Camden County Municipal Utilities
Authority ("CCMUA") herein under the same terms and conditions that it previously promised to County of Camden in the IGA and Redevelopment Agreements, as updated by the Site Remediation Reform Act, in exchange for the agreement of CCMUA herein to operate and maintain the AWB properties as the proposed Gateway Park in the place and stead of County of Camden;

NOW, THEREFORE, IT IS HEREBY AGREED by and between CCMUA and DRPA, effective upon the full execution of this Agreement between them that:

(I). **SUBJECT PROPERTY FOR GATEWAY PARK**,

(A). The following parcels comprise the "Subject Property" to this Agreement for the Gateway Park, along the Admiral Wilson Boulevard, in the City of Camden and Township of Pennsauken:

_Camden:_
- Block 1216, Lot 2 (Parcel 516)
- Block 1217, Lot 2 (Parcel S17)
- Block 1217, Lot 4 (Parcel S18)
- Block 1217, Lot 14 (Parcel S19)
- Block 1237, Lot 58 (Parcel S26)
- Block 1237, Lot 8 (Parcel S27)
- Block 1237, Lot 7 (Parcel S28)
- Block 1237, Lot 17 (Parcel S29)
- Block 1249, Lot 126 (Parcel S30)
- Block 1249, Lot 16 (Parcel S31)
- Block 1249, Lot 125 (Parcel S32)

_Pennsauken:_
- Block 6701, Lot 1 (Parcel S33)
- Block 6701, Lot 2 (Parcel S34)
- Block 6702, Lots 1 and 2 (Parcel S36)
- Block 6714, Lot 1 (Parcel S38)
- Block 6714, Lot 2 (Parcel S39)
(B). DRPA will convey to CCMUA the Subject Property to CCMUA at no charge. CCMUA will accept the Subject Property and take title to it in "as is where is" condition and will develop, operate and maintain it for the sole use as a public park known as the Gateway Park.

(II). ENVIRONMENTAL MEDIATION COVENANTS

Each parcel of the Subject Property will be conveyed to CCMUA within a reasonable time after receipt of a soil RAO, which RAO shall comply with the following

(A). For each and every parcel of the Subject Property, DRPA shall, at its own cost and expense, procure from an LSRP a soil RAO explicitly stating without any reservation as to each parcel of the Subject Property that there are no violations of any applicable soil-related environmental statute, rule, regulation, ordinance or common law. In addition, the LSRP shall provide that each parcel of the Subject Property is free and clear of any and all soil-related environmental contaminants that can then, or could later, prevent CCMUA from utilizing each parcel of the Subject Property, in whole or in part for use as a public park. The Parties agree that the assembling of individual parcels for users an integrated park is the sole responsibility of CCMUA. Each RAO shall be and remain in full effect pursuant to N.J.S.A. 58:10c-25.

(B). Upon request of CCMUA, DRPA shall promptly provide copies of any and all relevant documents and communications, including emails, etc., relating to the Subject Property and shall direct its LSRP to do the same. DRPA shall waive any client privilege that it may have with its LSRP with regard to the Subject Property with CCMUA. DRPA will in addition, upon request of CCMUA, provide copies of all
communications relating to the Subject Property between or among DRPA, NJDEP, USEPA, County of Camden, Camden Redevelopment Authority, City of Camden, and the LSRP, inspectors, remediation consultants and vendors._

(C). Concomitant with the necessary work of the LSRP to obtain the required soil RAOs, DRPA shall work towards obtaining groundwater RAOs and, in connection therewith, shall perform and any all remediation to the Property necessary to obtain such RAO. Transfer of those parcels with soil RAOs will not be delayed pending the receipt of groundwater RAOs, but the requirements set forth in Section A above shall apply to obtaining groundwater RAOs. DRPA shall remain responsible for expenditures made directly related to the continued presence of groundwater contamination as provided by New Jersey law, and shall indemnify CCMUA from all liability arising in connection with any groundwater contamination predating the transfer of any Parcel.

(D). In advance of closing and at any time prior to the receipt of a groundwater RAO, CCMUA shall have the right to hire at its own expense its own LSRP to inspect any parcel of the Subject Property and review the reports of the LSRP retained by DRPA, including copies of all documents referred to in sections A and C above.

(E). DRPA has engaged the services of an LSRP to prepare and submit to CCMUA RAOs for each parcel of the Subject Property as set forth in this Section.

(F) The provisions of Section (C) shall survive settlement and not merge with the conveyance of any deed.
(II). **Conveyance of Title.** DRPA will convey fee simple title of each parcel to CCMUA by deed with covenants against grantor's acts, which parcel shall be in "as is where is" condition. Each parcel must be insurable by a New Jersey title Insurance agency retained by CCMUA at its expense at regular and market rates. The Parties shall equally split the title company charges for disbursements and attendance allowed by the Commissioner of Insurance. If CCMUA is unable to obtain title insurance to any parcel at regular and market rates, then at the sole discretion of CCMUA, this agreement shall be null and void.

(IV). **Risk of Loss.** Except as to losses incurred which are governed by the Entry Permit granted by this Agreement, any and all risk of loss to or from any parcel prior to the conveyance of title to CCMUA, shall be and remain the responsibility of DRPA. Thereafter, any and all risk of loss to or from any parcel shall be the responsibility of CCMUA.

(V). **Payment for Remediation, Damages, Costs, Fees, Etc., and Obtaining of New LSRP and RAO if NJDEP Reopens, Revokes, Rescinds, Modifies, or Changes the RAO of DRPA's LSRP.**

(A). If NJDEP should reopen, or revoke, rescind, change, and/or modify the RAO, within three (3) years after the issuance of an RAO by DRPA's LSRP for any parcel in the Subject Property, DRPA shall be fully responsible to CCMUA to do each and every action required by NJDEP, to remediate and bring the parcel into full compliance with the requirements imposed by NJDEP, and further obtain a new RAO from an LSRP at no cost or expense to CCMUA, except to the extent the cause of such non-compliance occurred by virtue of CCMUA's use relative to the Entry Permit or after CCMUA takes title to the parcel. DRPA agrees to indemnify, hold harmless, defend, and pay or repay
CCMUA, and its contractors, consultants, agents, employees, co-hosts, participants, 
invitees, licensees and representatives, successors and assigns (the "CCMUA 
Indemnified Parties"), for any and all fines, assessments, penalties, costs of remediation, 
losses, attorney's fees, expert fees and costs of suit that any CCMUA indemnified Party 
incurs as a result of, or arising out of, the foregoing occurrences except to the extent 
such non-compliance occurred by virtue of CCMUA's use relative to the Entry Permit or 
after CCMUA takes title to the parcel.

(B). DRPA shall require its LSRP to procure and maintain Environmental 
Professional Liability and Pollution Legal Liability Insurance naming CCMUA as an 
additional insured for a period of three (3) years from the date of issuance of an RAO 
(soil or groundwater) by DRPA's LSRP for each parcel of the Subject Property for all 
LSRP-created causes of non-compliance.

(C). DRPA and CCMUA agree that the contents of this section shall 
survive settlement, and not merge with the deed.

(VI) ENTRY PERMIT. CCMUA, individually and on behalf of its contractors, 
consultants, agents, employees, co-hosts, participants, invitees, licensees and 
representatives (for purposes of this Section), including but not limited to New Jersey 
Conservation Foundation, ("Grantee") is granted an Entry Permit onto any parcel of the 
Subject Properties for the purpose of conducting non-soil intrusive investigations, 
surveys, preliminary designs and vegetative maintenance, effective upon the execution 
of this Agreement and through the date of deed transfer for any such parcel, subject to 
the provisions of Section 1X, as applicable, under the following conditions:
a. Grantee shall consult with and gain approval of proposed activities by the DRPA operations personnel prior to conducting activities on the Subject Property, which approval will not be unreasonably withheld, five (5) business days prior to commencement of the activities.

b. Whenever DRPA, in its sole discretion, determines that a portion or all of the DRPA property is required for its temporary and/or emergency purposes, DRPA will notify CCMUA and CCMUA agrees that it will immediately suspend the activities until it is notified by DRPA that it may resume. Actions by DRPA described in this paragraph will not entitle CCMUA to any compensation or damages of any nature whatsoever as a result of the use by DRPA of the Subject Property prior to closing.

c. For the purposes of this Entry Permit, the Subject Property is offered in "as is" and "where is" condition. CCMUA is solely responsible and assumes all risk for the safety and security of persons and property that enter onto the Subject Property pursuant to this Permit and Owner shall not have any responsibility or liability in this regard, including but not limited to that associated with theft, vandalism, property condition, damage, destruction, property damage or bodily injury. CCMUA shall at all times exercise precaution for the protection of persons and property. The safety provisions of applicable laws, rules and regulations and codes, as well as DRPA's current Safety Administrative Manual shall be observed, consistent with applicable Federal, State and local laws and regulations and shall govern the operation of all activities, including operation of machinery and equipment and the protection against any hazards of whatsoever kind or nature in CCMUA's performance of services under this Agreement. CCMUA, at its sole cost and expense, shall immediately remove any and all debris and trash resulting from the use of the Lands by CCMUA, and shall undertake all repairs required to be made to the property as a result of damage caused by CCMUA.

d. DRPA and its representatives shall have access to the site for inspections or any other purpose it deems necessary. If any operation, practice or condition during the course of the activities is deemed by DRPA to be unsafe, CCMUA, upon notice, shall take corrective action. Where any operation, practice or condition endangers persons or property, it shall be discontinued and adequate remedial action taken before such activity is resumed.

e. Grantee shall notify the DRPA of all known accidents and occurrences as soon as possible but no later than 24 hours following an accident or occurrence. Specifically, accidents will be reported as follows: Call 911 and notify DRPA Police at 856-968-3301; notify DRPA Safety at 609-254-4737 or 609-929-2130.
f. CCMUA agrees to defend, indemnify and protect and hold harmless DRPA, its officers, commissioners, directors, members, agents, servants and employees (in this paragraph collectively referred to as "DRPA") from and against any and all suits, claims, liabilities, losses, judgments, demands and damages arising from claims by third parties, of whatsoever kind or nature, including, but not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or other expenses recoverable under applicable law, which may be suffered by or accrue against, be charged to or recoverable from DRPA, regardless of whether a suit has been filed or initiated but only upon receipt of a written notice alleging a wrongful act (collectively "Claims") to the extent arising from the negligent performance of the activities. This includes but is not limited to Claims caused in part by DRPA or which are based on strict liability. However, CCMUA shall not be required to defend or indemnify DRPA for that portion of any claim, suit, action, damage or cost which is caused by the intentional, reckless or negligent act or omission of DRPA.

In any and all Claims against DRPA alleging its own independent fault by any employees of CCMUA, anyone directly or indirectly employed by the CCMUA or anyone for whose acts CCMUA may be liable, CCMUA explicitly and unequivocally agrees to indemnify DRPA and the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CCMUA under workers' compensation acts, disability benefit acts, or other employee benefits acts or any other legal or contractual provisions. However, CCMUA shall not be required to defend or indemnify DRPA for that portion of any claim, suit, action, damage or cost which is caused by the intentional, reckless or negligent act or omission of DRPA.

The defense and Indemnification obligations shall arise the moment a Claim is brought against DRPA or the moment DRPA receives notice of the Claim, upon timely written notice and receipt by CCMUA. The obligations of CCMUA shall survive the termination of this Agreement or the completion by CCMUA of its obligations under this Agreement.

g. CCMUA is required to maintain insurance covering applicable risks of loss in accordance with the Insurance Requirements, attached hereto as Exhibit "A".
h. DRPA shall execute an Entry Permit containing similar terms as set forth in this Entry Permit, in connection with its activities relating to obtaining groundwater RAOs, following transfer of title to CCMUA.

(VII). DEFINITIONS. "CCMUA" as referred to herein shall mean and refer to CCMUA, its officers, commissioners, employees, agents, representatives, successors, and assigns.

(VIII). NON-ASSIGNABILITY. The Agreement may not be assigned by either party to any other party, unless both parties shall agree in writing.

(IX). EFFECTIVE DATE OF AGREEMENT. This Agreement shall not become effective until it is ratified and approved by the respective governing bodies of CCMUA and DRPA.

(X). MODIFICATION/INTEGRATION. This agreement constitutes the entire agreement of, by and between the DRPA and CCMUA. Unless contained herein, any other representations, promises, agreements, written or verbal, by and between the parties not contained herein, are null and void and not made a part hereof. Any subsequent changes to this agreement by the parties shall be in writing executed by representatives of DRPA and CCMUA, who shall have full authority to bind their respective organizations to said changes. The IGA and the Redevelopment Agreement, as amended hereby, and shall not be altered or modified hereafter except by written agreement signed by the parties.

(XI): LEGAL FORUM — DISPUTES. In the event that there should arise any disputes between the parties under this Agreement, the parties agree that the appropriate legal forum shall be the New Jersey Superior Court, Camden County venue.

(XII). PRESERVATION OF RIGHTS. Nothing in this Agreement, and notwithstanding the assignment by the County of Camden to CCMUA of its rights to the Subject Premises, shall
constitute a waiver of DRPA’s rights under the IGA or the Redevelopment Agreements. Except to the extent expressly modified by this Agreement, DRPA preserves all rights under the IGA and Redevelopment Agreements.

(XIII). SEVERABILITY. If any provisions of this Agreement shall prove to be invalid, void or illegal, it shall in no way affect any other provision hereof and the remaining provisions shall nevertheless remain in full force and effect.

(XIV). SUCCESSORS. The respective rights and obligations provided in this Agreement shall bind and shall inure to the parties hereto, and their successors and permitted assigns as provided by the terms herein.

(XV). CHOICE OF LAW. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, notwithstanding any laws regarding conflict of laws of choice of laws to the contrary. By entering into this Agreement, the DRPA does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the DRPA.

(XVI). COUNTERPART EXECUTION. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. A copy or facsimile of a party’s signature shall have the same effect as an original.

(XVII). NOTICES. All notices and statements required or permitted under this Lease shall be in writing, delivered in person or sent by United States Certified Mail, postage prepaid,
return receipt requested, or by Federal Express or other recognized overnight courier service providing proof of delivery, or by hand delivery, addressed as follows:

As to CCMUA:
Andrew Kricun, P.E., BCEE
Executive Director/Chief Engineer
Camden County Municipal Utilities Authority
1645 Ferry Avenue
Camden, NJ 08104

As to DRPA:
John T. Hanson
Chief Executive Officer
Delaware River Port Authority
One Port Center
2 Riverside Drive
P.O. Box 1949
Camden, NJ 08101-1949

With a copy to:
General Counsel and Corporate Secretary
Delaware River Port Authority
One Port Center
2 Riverside Drive
P.O. Box 1949
Camden, NJ 08101-1949

Either party may at anytime, in the manner set forth for giving notices to the other, designate a different address or addressee to which notices to it shall be sent.

(XVIII). Captions. The headings to sections of this Agreement are for convenience of reference only, and are not to be construed as defining, limiting or modifying the scope or intent of any of the terms and conditions of this Agreement.
IN WITNESS WHEREOF, the parties respectively enter their hands and seals below.

DRPA

BY: 

John T. Hanson
Chief Executive Officer

Reviewed by Office of General Counsel and Approved as to Legal Form.

CCMUA

By: ittLa4C
Michael G. Bre an
Chairman

Witness: 

Dated: 5/24/49

The following parties to the IGA and the Redevelopment Agreements hereby acknowledge this Amendment entered into by DRPA and CCMUA and hereby join in the acknowledgement set forth in Section XII of this Agreement:

COUNTY OF CAMDEN

BY: 

Signature

Print Name

CITY OF CAMDEN REDEVELOPMENT AGENCY

By: 

Signature

Print Name

Position: — e •

Witness: Mtn
IN WITNESS WHEREOF, the parties respectively enter their hands and seals below.

DRPA

BY: _______________________
    John T. Hanson
    Chief Executive Officer

CCMUA

BY: _______________________
    Michael G. Brennan
    Chairman

Witness: _______________________

Dated: _______________________

The following parties to the IGA and the Redevelopment Agreements hereby acknowledge this Amendment entered into by DRPA and CCMUA and hereby join in the acknowledgement set forth in Section XI of this Agreement:

COUNTY OF CAMON

BY: _______________________
    Signature

CITY OF CAMDEN REDEVELOPMENT AGENCY

BY: _______________________
    Signature

Print Name: _______________________

Position: _______________________

Witness: _______________________

Dated: _______________________

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