

APPENDIX

AMENDED AND RESTATED DEED

This Amended and Restated Deed is made on _____, 2017

BETWEEN

State of New Jersey
Department of Corrections

Whose address is

P.O. Box 863
Trenton, New Jersey 08625-0863

referred to as the Grantor.

AND

Woodbridge Township

Whose address is

1 Main Street
Woodbridge, New Jersey 07095

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Amended and Restated Deed. This Amended and Restated Deed amends and restates that Deed dated June 6, 2015 and recorded in the Office of the Clerk of Middlesex County on July 16, 2015 in Deed Book 6708, Page 522, as corrected by that Corrective Deed dated December 21, 2016 and recorded in the Office of the Clerk of Middlesex County on February 6, 2017 in Deed Book 6934, Page 687.

Transfer of Ownership. The Grantor hereby grants bargains and conveys the Property described below to the Grantee forever. This transfer is made for the sum of \$1.00 (One Dollar) and other good and valuable consideration.

The Grantor acknowledges receipt of this money.

Tax Map Reference. Municipality of Woodbridge Township, Block No. 908.01, Lot No. 10.

Property. The Property consists of the land and all the buildings and structures on the land in the Township of Woodbridge, Middlesex County and State of New Jersey. The legal description is:

See Schedule A attached.

This conveyance was approved by P.L. 2013, Chapter 198 approved January 17, 2014 (the "Act").

The purpose of the Act was to convey the Property to Woodbridge Township pursuant to a restricted use as approved by the New Jersey State House Commission (the "**Commission**"). At its meeting on June 16, 2014 the Commission approved the conveyance to the Township provided that the Property is to be used for the development of special needs housing for individuals with developmental disabilities and other special needs.

At its meeting dated October 20, 2016 the Commission approved a Corrective Deed allowing Woodbridge Township to construct an indoor recreational complex in lieu of the indoor soccer complex initially approved.

As part of the Commission approval dated November 13, 2017 Woodbridge Township has agreed and the Commission has further approved that (i) its development of the Property will contain up to 101 apartments only and a recreational use on the Property that will include an outdoor recreational field on the Property, (ii) the residents of the Woodbridge Developmental Center who have been or will be impacted as a result of its closure shall be given the highest priority for occupying the integrated special needs units that are created as part of the housing on site (in order to remain residents of Woodbridge Township if they so desire) (iii) a developer/special needs developer will be procured by competitive bid (iv) certain other revisions to the Deed as set forth in the deed restrictions below, (v) the time period to complete the construction has been specified to be no later than December 31, 2019 and (vi) the Property will be donated to this developer subject to the provisions of this Deed.

The following Deed restrictions are imposed on the Property:

1. A minimum of 10% and a maximum of 25% of the units (i.e., apartments) will be set aside for individuals with intellectual and development disabilities who are referred by the State of New Jersey, Department of Human Services, Division of Developmental Disabilities (the "**Division of Developmental Disabilities**"). The rents for these units will be set at no more than the fair market rent as published by the New Jersey Department of Community Affairs in effect at the time of the execution of a lease. In no circumstances will the rent for these units be set at a rent higher than that of a comparable unit at the Property not included in this special needs set-aside.
2. At least 50% of the units set aside for the tenants referred to by Division of Developmental Disabilities will be completely accessible.
3. Unless otherwise requested by the Division of Developmental Disabilities, all of the special needs units will be integrated into the larger development and not concentrated in a single building, floor or wing.
4. The special needs units must meet a minimum of the New Jersey Department of Human Services, Office of Licensing standard for physical environments.
5. The Division of Developmental Disabilities will approve the unit mix and location within the development of the special needs units which will consist of 1 bedroom, 2 bedroom, and 3 bedroom units.
6. In the event of any violation of the terms and conditions of this Deed, Grantor may institute any and all proceedings to enforce these terms and conditions including the institution of a suit to enjoin such violations and to require restoration of the Property to its prior condition. Grantor

does not waive or forfeit the right to take any other legal action necessary to ensure compliance with the terms, conditions and purpose of this Deed.

7. In the alternative to a cure of a violation the Grantor shall have the right, in its sole discretion, to have title revert to the Grantor for the consideration of One (\$1.00) Dollar and other good and valuable consideration in the event any development of the Property occurs for any purpose other than the uses described herein or does not comply with any requirements imposed in connection with the permitted uses.
8. In the event the Grantee does not complete construction of the total number of special housing units as set forth herein and receive certificates of occupancy required to lease and occupy such units by **December 31, 2019**, the Grantor shall be entitled to be paid fair market value compensation by the Grantee as determined by an appraisal of the Property including the improvements constructed to date thereon. The appraisal shall be prepared by or on behalf of the Grantor.

Notwithstanding anything herein to the contrary, upon completion of construction of the apartments and outdoor recreational field and receipt of all final certificates of occupancy with respect thereto, Grantee shall submit to Grantor evidence of compliance with the covenants, conditions and restrictions set forth in this Deed together with an estoppel from the Grantee confirming such compliance, at which time Grantor shall execute and provide to Grantee for recording in the land records of Middlesex County a Termination of Reversionary Rights, substantially in the form attached hereto as Schedule B (the "**Termination**"), which Termination shall extinguish the Grantor's reversionary rights as set forth in Paragraph 7, above.

This Deed is binding upon the Grantee, the Grantee's legal representatives, successors and assigns. These restrictions shall run with the Property in perpetuity and shall be binding upon any person or entity to which title of the Property is transferred as well as upon the heirs, executors, administrators, personal and legal representatives, successors and assigns of all such persons or entities.

Prepared by:

[insert additional required signatories]

Schedule A

[insert legal description]

Schedule B
Form of Termination of Reversionary Rights

Record and Return to:

TERMINATION OF REVERSIONARY RIGHTS

_____ (the "**Grantor**") makes this Termination of Reversionary Rights as of the ____ day of _____, 2017, for the benefit of Woodbridge Township (the "**Township**") and its successors and assigns.

WHEREAS, by Amended and Restated Deed dated _____, 2017, and recorded in the Office of the Clerk of Middlesex County, New Jersey (the "**Office**") on _____, 2017 in Deed Book ____, Page ____, (the "**Deed**"), the Grantor conveyed to the Township certain real property located at _____, Woodbridge, New Jersey;

WHEREAS, Section 7 of the Deed contains reversionary language pursuant to which title to the real property described in the Deed (the "**Property**") shall revert to the Grantor if the Township fails to comply with certain conditions described in the Deed;

WHEREAS, the Deed authorizes the Grantor to release the reversionary rights held by the Grantor upon receipt of evidence satisfactory to the Grantor that the various conditions described in the Deed have been met;

WHEREAS, the Grantor desires to release in full the Grantor's right of reversion under both the Deed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby certifies and agrees as follows:

1. The Grantor has received evidence demonstrating to the satisfaction of the Grantor that the conditions, covenants and restrictions set forth in the Deed have been satisfied.

2. The Grantor hereby releases in full any and all right of reversion and any reversionary interest retained by the Grantor under the Deed. Title to the Property and the right to reenter the Property shall not, under any circumstances, revert to the Grantor by virtue of any provision of the Deed.

IN WITNESS WHEREOF, the _____ has executed this Certificate under seal as of the date and year first written above.

ATTEST:

November 10, 2017

Members of the State House Commission:

I am a resident of Trenton who has been involved in numerous economic and community development efforts in the city for the past 25 years. I am writing regarding items nine and ten on your November 13 agenda – the lease of state owned property to the NJEDA for the construction of new Health and Taxation buildings (hereafter “project”).

While the state’s investment in the City of Trenton is certainly welcomed, this project is not ready to be approved by this commission and I suggest that the issue be tabled until the following conditions are met.

1. **Capital City Redevelopment Corporation (CCRC) design approval.** CCRC was created by the state legislature to ensure that any building that the state undertook in the capital district conformed with the district plan and design guidelines. This was viewed as essential to make sure that state sponsored projects took into consideration the impact the projects would have on the City of Trenton and its redevelopment, not just the impact on state government. From the CCRC enabling statute:

Any department, board, agency, division or commission of the State and any county or municipal government entity, or instrumentality thereof, which undertakes any construction, reconstruction or extension of any building, structure or facility or other improvement within the district shall, prior to undertaking such action, file with the corporation a Capital District Impact Statement which describes the ways in which the proposed construction, reconstruction or extension is consistent with the plan in its various elements.

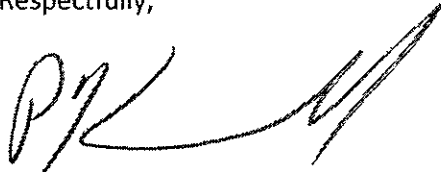
The current plans for the project do not conform to the CCRC urban code and plan. The plans should conform to the code and plan, as evidenced by an approved Capital District Impact Statement, prior to receiving State House Commission approval.

2. **City of Trenton Planning Board review.** While technically not required by the State, the Economic Development Authority (EDA) has stated its intention to appear before the City of Trenton Planning Board for a courtesy review to ensure that the project conforms with the recently adopted city Master Plan for the area. This review should take place prior to the project receiving State House Commission approval and prior to the project being bonded, at which time design changes will be highly unlikely. The current project plans do not conform with the City of Trenton’s master plan for the designated sites.
3. **Public/Private partnership put in place.** As currently conceived, the project will be owned by the State. Best practices in urban redevelopment put large government offices in privately owned and managed buildings. This practice ensures that the properties are well designed, flexibly managed and properly maintained for the long-term. The state typically does not adequately reinvest in the ongoing maintenance and repair of its properties, a situation that has

led to the current need to relocate from the existing state-owned buildings. Private ownership provides more flexibility for the development of mixed-use buildings, which are called for in both the City's master plan and the CCRC plan. The private owner has the expertise and incentive to manage the retail and non-state occupied portions of the buildings. Additionally, if the properties are privately owned they will become tax ratables for the City of Trenton, which moves the city closer to financial sustainability and counteracts the plethora of non-taxable properties in the city. A public-private partnership will also send an important signal to the private sector that the state can be a strong redevelopment partner and that the city is an open and inviting place for private investment. The EDA should explore the public/private partnership model for one or both proposed building sites prior to receiving State House Commission approval.

It is critical that the State play a positive and important role in the revitalization of the capital city's downtown. The Statehouse Commission has a vital role to ensure that this happens. Given that the state has a new governor-elect, it may also be a good idea to allow him to provide his input on this very important project. Thank you for your careful consideration of this issue and please feel free to contact me with any questions or if you need additional information.

Respectfully,

A handwritten signature in black ink, appearing to read 'PK' followed by a long, sweeping horizontal line that ends in a sharp upward stroke.

Peter Kasabach
109 Jackson Street, Trenton
pkasabach@gmail.com

Cc:

Hon. Peter Inverso, CCRC Chair
Ingrid Reed, former CCRC Chair
Hon. Eric Jackson, Mayor of Trenton

From: jean public <jeanpublic1@gmail.com>
Sent: Saturday, November 11, 2017 11:49 AM
To: State House Commission; yourviews@app.com; jngaro@gannett.com; LETTERS@nytimes.com
Subject: public comment on agenda for Monday November 13, 2017 for all member

item 2 - deny and vote no since the public has absolutely zero idea of exactly what is being considered for approval on green acres. you have included zero information on this other than minor one sentence.

item 3 - 30% of all units should be for disabled individuals give them a break. there is zero need for 3 and 4 bedroom units. these sites should be for smaller families.

item 4 - since this property is now much bigger with more land, certainly the selling price should be higher than \$13,500 even in Camden.

item 9 - deny and vote no. this burden on taxpayers so that the economic development authority can squander all our tax dollars in lousy loans means this item does not deserve to be voted approvingly. the economic development authority is gov't at its worst and has been responsible for wasting far far too many billions of tax dollars that could be used to pay off debts. deny and vote no on this item. with all the vacant building space available for renting, there is no reason for a new health building. gov't grows too big, too expensive for many taxpayers.

item 10 - the state of NJ does not need a new taxation building. vote no on this careless negligent spending of buildings that NJ gov't has no need for. the fact is there is plenty of rentable land around in NJ that should be utilized. stop devouring all the land for new buildings. this is careless negligent gov't.

item 11 - deny - vote no. the people of NJ are given absolutely zero information on why new building is required in this site. this is just careless, negligent gov't and should be denied. vote no

item 12 - vote no.

item 13 - vote no

item 14 - vote no

item 18 - the price for the land owned by the taxpayers of NJ is priced too low, as usual by the appraisers. the price can be increased to \$300,000 to cover the expense of selling. this is a loss to NJ taxpayers at this present sale price.

item 20 - letting Monmouth County have this land is ok, but 3 acres or more should be asked back for compensation because there are costs to this conversion to the taxpayers of the state of NJ. this is an unfair deal for taxpayers of NJ.

item 21 - this is letting a private business take advantage of NJ taxpayers. in return for this use of prime property, the business getting this benefit should be paying \$150,000 to the taxpayers of NJ along with a site of land in Woodland Park or any other site in Passaic County of 5 acres. it's time to save land and this is a good way to do it.

this comment is for the public record please receipt. jean public jeanpublic1@gmail.com