

RECORD AND RETURN TO:
Hoagland, Longo, Moran, Dunst & Doukas, LLP
40 Paterson Street, P.O. Box 480
New Brunswick, NJ 08903
Attention: Karl P. Kemm, Esq.

Prepared by:

Karl P. Kemm, Esq.

DECLARATION OF RESTRICTION

THIS DECLARATION OF RESTRICTION (this "Declaration") is made as of _____, 2011, by the Borough of Belmar, a municipal corporation of the State of New Jersey, in the County of Monmouth, having an address at 601 Main Street, P.O. Box A, Belmar, New Jersey 07719 ("Belmar") for the benefit of BMIA, LLC, a Limited Liability Company of the State of New Jersey, in the County of Monmouth, having an address at c/o G.B. Ltd. Oper. Co., Inc., 63 West Main Street, P.O. Box 5008, Freehold, New Jersey 07728 ("BMIA").

RECITALS

A. Belmar owns fee title to the Restricted Parcel (as defined below), which is located in the Borough of Belmar, County of Monmouth, State of New Jersey and which does not have a Block and Lot designation on the Borough of Belmar Tax Map.

B. BMIA is the owner of property within the Borough of Belmar consisting of Block 86.01, Lot 1, which property has heretofore been commonly called the "Belmar Mall."

C. Pursuant to this Declaration, Belmar intends to restrict the use of the Restricted Parcel, in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, Belmar hereby declares that the restrictions contained in this Declaration shall be binding upon the Restricted Parcel and any parties who acquire any interests in and to any portion of the Restricted Parcel.

DECLARATION

1. Recitals. The recitals set forth in this Declaration contain statements of fact and/or expressions of intention and are made part of the substance of this Declaration.

2. Restricted Parcel. For purposes of this Declaration, the term "Restricted Parcel" or "Parking Lot" shall mean and refer only to the Borough-owned property generally located to the east of the railroad and running from Eighth Avenue to Tenth Avenue which surrounds Block 86.01, Lot 1 on its south, west and east sides, the north side is bordered by Eighth Avenue as depicted on the map attached hereto as EXHIBIT A. The Restricted Parcel is part of what is

commonly known as “Belmar Plaza” and shall not be deemed to include, restrict or affect any other real property or interest in real property now or hereafter owned by Belmar.

3. Restriction.

(a) The restrictions on the Restricted Parcel shall be in effect for a term of fifty (50) years from January 1, 2012 (the “Restriction”).

(b) The Restricted Parcel shall continue to be maintained by Belmar as a municipal parking lot open to the public at large and to provide access to BMIA’s property and to provide access to Eighth Avenue and Tenth Avenue except as provided herein.

(c) Belmar shall not reduce the number of parking spaces on the Restricted Parcel below two hundred and twenty (220) parking spaces without consultation with and approval from BMIA. Belmar shall not increase the number of parking spaces currently devoted to ten (10) hour parking beyond the 75 parking spaces depicted in gray as shown on EXHIBIT A which are generally described as being situated between the back of BMIA’s building and the railroad tracks which contains 32 parking spaces and to the south of BMIA’s building which contains 43 parking spaces.

(d) This Restriction shall not be construed to limit Belmar’s ability to pass ordinances, resolutions and take other actions as provided by law to regulate the use of the Parking Lot, including time limits on parking.

(e) This Restriction shall not be construed to limit Belmar’s ability to maintain, renovate, reconfigure and/or control the Parking Lot including temporarily closing portions of the Parking Lot for public events and like occurrences.

(f) This Restriction shall not be construed to limit any other existing rights of third parties, if any, to the Restricted Parcel, including but not limited to, the right of the owners, agents, servants and employees of the owner of Block 86, Lot 1, which presently contains the business known as Freedman’s Bakery, and/or New Jersey Department of Environmental Protection, the United States Environmental Protection Agency or like agencies to access and/or use the Parking Lot regarding environmental remediation, monitoring and related activities.

(g) Nothing in this Declaration shall be construed to give BMIA any further rights than those enumerated herein.

4. No Third Party Beneficiaries. The Restriction is intended for the sole benefit of Belmar and BMIA. Accordingly, no person or entity, including the tenants of BMIA, except Belmar or BMIA shall have any rights or privileges under this Declaration, including, without limitation, any right to enforce (or seek to enforce) the Restriction or any other provision of this Declaration.

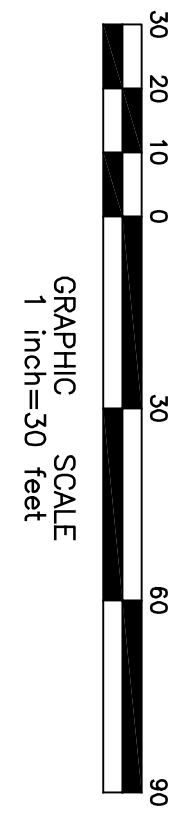
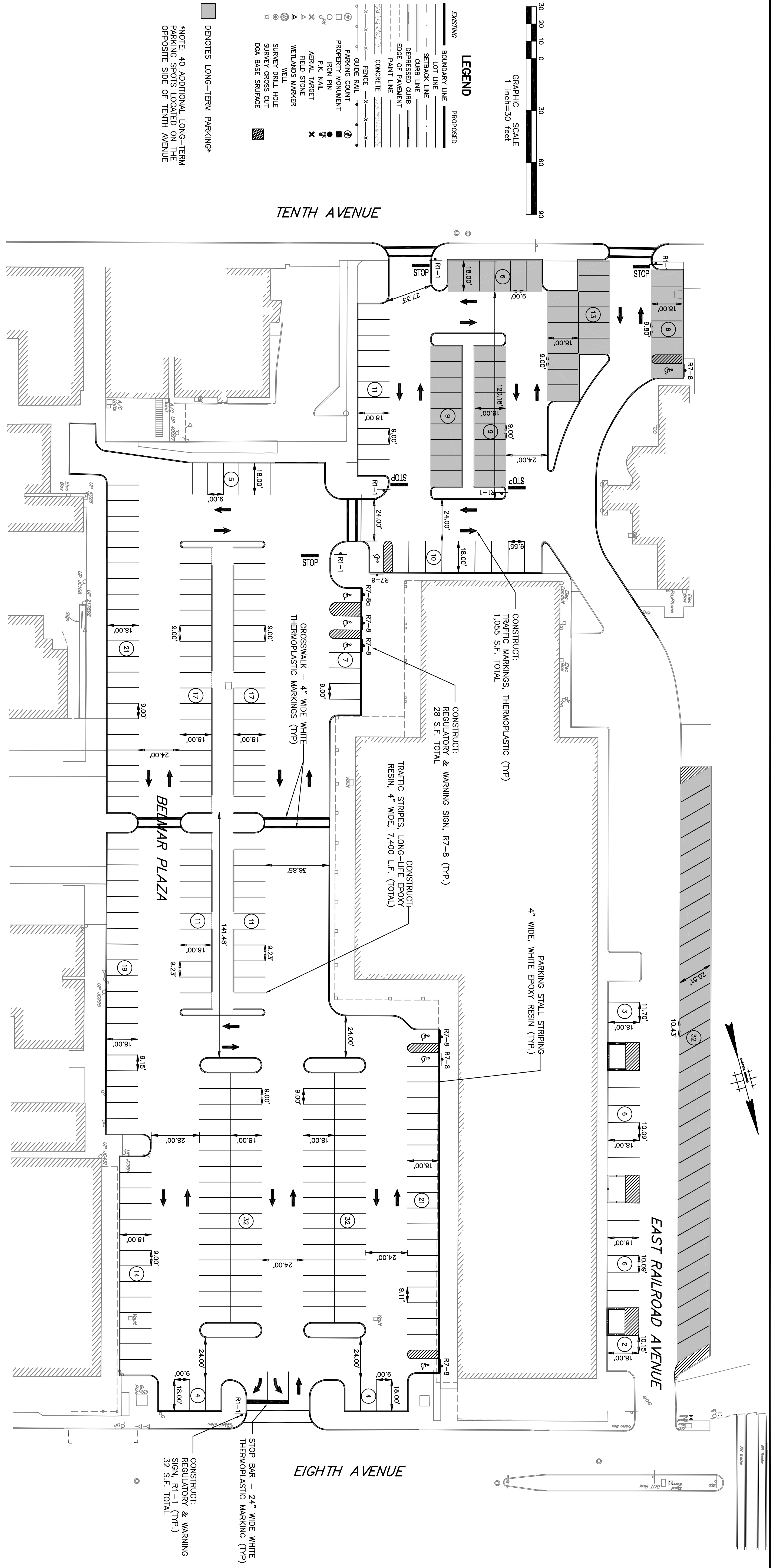
5. Binding Effect. The rights and obligations set forth in this Declaration shall run with the land. This Declaration shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of BMIA.

6. No Rights in Public. Nothing herein is intended, nor shall it be construed, held or taken, as a dedication of the Restricted Parcel or any portion thereof, nor shall or does this Declaration create any rights in, to, or for the benefit of the general public with respect to the Restricted Parcel.

7. Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Declaration shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Declaration and the transactions contemplated thereby and to the laying of venue in such Court. Each party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Declaration and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

[Signatures Commence on Following Pages]

EXHIBIT A



LEGEND

EXISTING	PROPOSED
BOUNDARY LINE	BOUNDARY LINE
LOT LINE	LOT LINE
SETBACK LINE	SETBACK LINE
CURB LINE	CURB LINE
DEPRESSED CURB	DEPRESSED CURB
EDGE OF PAVEMENT	EDGE OF PAVEMENT
PAINT LINE	PAINT LINE
CONCRETE	CONCRETE
FENCE	FENCE
GUIDE RAIL	GUIDE RAIL
PARKING COUNT	PARKING COUNT
PROPERTY MONUMENT	PROPERTY MONUMENT
IRON PIN	IRON PIN
P.K. NAIL	P.K. NAIL
AERIAL TARGET	AERIAL TARGET
FIELD STONE	FIELD STONE
WETLAND MARKER	WETLAND MARKER
UTILITY	UTILITY
UTILITY CROSS OUT	UTILITY CROSS OUT
DOA BASE SURFACE	DOA BASE SURFACE

*NOTE: 40 ADDITIONAL LONG-TERM PARKING SPOTS LOCATED ON THE OPPOSITE SIDE OF TENTH AVENUE

- TRAFFIC CONTROL**
1. THE CONTRACTOR SHALL COORDINATE ANY TEMPORARY DETOURS NECESSARY WITH THE POLICE AND FIRE DEPARTMENTS, IF APPLICABLE, PRIOR TO CONSTRUCTION. ALL EMERGENCY VEHICLES MUST HAVE UNOBSTRUCTED ACCESS TO STREETS AT ALL TIMES AND ALL OWNERS MUST HAVE ACCESS TO THEIR PROPERTIES AT ALL TIMES.
 2. ALL TRAFFIC SIGNS AND PAVEMENT MARKINGS, INCLUDING EXISTING SIGNS BEING RESET, RELOCATED, OR REPLACED IN KIND ALONG WITH CONSTRUCTION SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION, INCLUDING LOCATION AND MOUNTING.
 3. THE BOROUGH OF BELMAR WILL PROVIDE BELMAR POLICE DEPARTMENT OFFICERS FOR TRAFFIC CONTROL, IF REQUIRED BY THE BOROUGH. THE CONTRACTOR SHALL CONTACT THE BELMAR POLICE DEPARTMENT AT (732) 681-1700, THREE DAYS PRIOR TO CONSTRUCTION TO COORDINATE TRAFFIC CONTROL AND POLICE OFFICERS.
 4. CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES AND QUALIFIED TRAFFIC FLAGGER DIRECTORS AS SHALL BE REQUIRED TO PROTECT TRAVELING PUBLIC AND THE CONTRACTOR'S EQUIPMENT AND PERSONNEL.

- CONSTRUCTION**
1. REPLACE EXISTING CASTINGS WITH BICYCLE SAFE TYPE N CASTINGS.
 2. AREAS BEHIND THE CURB AND SIDEWALK SHALL BE RESTORED TO ITS PRE-CONSTRUCTION CONDITION.
 3. ANY CONCRETE DRIVEWAY, WALKWAY, OR CURB WHICH IS NOT SHOWN, DIRECTED OR MARKED OUT BY THE ENGINEER TO BE REPLACED, BUT IS REMOVED, MISALIGNED OR DAMAGED AS A RESULT OF THE ALL CONTRACTOR'S OPERATIONS SHALL BE REPLACED BY THE CONTRACTOR AT HIS SOLE EXPENSE. ALL CONSTRUCTION MEN'S OPERATIONS SHALL BE UNDERSTOOD TO BE AN EXISTING JOINTS.
 4. THE CONTRACTOR SHALL MEET THE ELEVATION OF THE EXISTING PAVEMENT AT THE LIMITS OF PROPOSED PAVING.
 5. ALL CONSTRUCTION SHALL CONFORM WITH ANY APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS. CONTRACTOR HAS SOLE RESPONSIBILITY FOR SITE SAFETY AND TO CONFORM TO AND ABIDE BY ALL CURRENT OSHA STANDARDS OR REGULATIONS. SAFE CONSTRUCTION PRACTICES REMAIN THE OBLIGATION OF THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS PRIOR TO CONSTRUCTION.
 6. ADA DESIGNATED UNITS ARE TO CONFORM TO THE ACCESSIBILITY STANDARDS SET FORTH IN THE AMERICANS WITH DISABILITIES ACT. BOXES SHALL BE SET WITH RESPECT TO PAVEMENT. THE FINAL ELEVATION OF ALL CASTINGS AND VALVE BOXES SHALL BE FIELD ADJUSTED TO BE FLUSH WITH THE FINAL PAVEMENT.
 7. ALL CURBS SHALL BE DEPRESSED AT CROSSWALKS AND CONFORM TO APPLICABLE STATE AND FEDERAL BARRIER FREE DESIGN STANDARDS.
 8. ALL HANDICAP ACCESSIBLE WALKWAYS TO HAVE A MAXIMUM CROSS SLOPE OF 2% AND RUNNING SLOPE OF 5%. UNLESS AND ADA/AV BARRIER FREE COMPLIANT RAMP IS PROVIDED WITH RAILINGS ON BOTH SIDES, MAX. 8% SLOPE.
 9. ALL HOPE PIPE SHALL BE PERFORATED. PERFORATED PIPE SHALL BE WRAPPED WITH STONE AND FILTER FABRIC AS SHOWN IN THE CONSTRUCTION DETAILS.

NO.	DATE	REVISION	DRAWN	CHKD	RELD
1.	10/24/11	PER NJDOT MEETING COMMENTS	ND	TKR	TKR

Job No. 20001240016	Checked TKR
Submitted To NJ ASSOCIATION	Received TKR
Drawn WAR	Designated ND
Date 10/23/11	Drawn Number
SHEET NO. 6	

STRIPING & SIGNAGE PLAN

2011 TRANSIT VILLAGE IMPROVEMENTS
BOROUGH OF BELMAR
MONMOUTH COUNTY, NEW JERSEY

BELMAR PLAZA

BOROUGH OF BELMAR
 MONMOUTH COUNTY
 NEW JERSEY

DATE: 09/19/11

THOMAS K. ROSPOS, P.E.
 NJ PROFESSIONAL ENGINEER Lic. No. 24GE02702800

Bsg **BIRDSALL SERVICES GROUP**
 ENGINEERS & CONSULTANTS

BIRDSALL ENGINEERING, INC.
 611 INDUSTRIAL WAY WEST
 EATONTOWN NJ 07724
 CURETOWN, NJ 08007
 TEL: 732.380.1700
 FAX: 732.380.1701
 WWW.BIRDSALL.COM