

JURISDICTIONAL AGREEMENT

THIS JURISDICTIONAL AGREEMENT, entered into this 11th day of December, 2024 by and among the County of Passaic with an address of 401 Grand Street, Paterson, New Jersey 07505 (hereinafter referred to as the "County"), the Township of Wayne with an address of 475 Valley Road, Wayne, New Jersey 07470 (hereinafter referred to as the "Township") and AG-RW Wayne Owner, L.L.C. (the "Applicant"), with a business address at c/o Ridgewood Real Estate Partners, 25A Hanover Road, Suite 310, Florham Park, New Jersey 07932 with respect to the installation of a Traffic Signal Plan at the intersection (the "Intersection") of Alps Road (Passaic County Road 504), and the Miller Road access to Applicant's property located at 1361 Alps Road and identified as Lots 1 and 17 in Block 2329 on the tax maps of the Township of Wayne ("Property").

WHEREAS, on August 14, 2023, the Planning Board of the Township of Wayne adopted Resolution PB-2022-013 entitled "Preliminary and Final Major Site Plan Approval, Preliminary and Final Major Subdivision Approval with Ancillary Bulk Variance Relief, Design Standard Exceptions, and RSIS De Minimus Exception(s)" to Applicant to construct an inclusionary residential community on the Property (the "Project"); and

WHEREAS, Alps Road is a road under the jurisdiction of the County and County concurrence is required to authorize the traffic signal improvements installed at the above-referenced location; and

WHEREAS, the County of Passaic Department of Planning & Economic Development reviewed the Applicant's Site Plan dated April 29, 2022, revised May 31, 2024, and the "Traffic Signal Installation and Roadway Improvements Alps Road and Miller Road" plan set prepared by Karl A. Pehnke, P.E., and dated June 3, 2024, (the "Traffic Signal Plan"), a copy of which is attached hereto and incorporated herein as "Exhibit A,"

pursuant to the provisions of the Passaic County Site Plan Resolution and granted conditional approval pending satisfaction of certain conditions (Passaic County File Number SP-23-011) (the "Conditional Approval"); and

WHEREAS, the Conditional Approval granted by the County requires the Applicant to enter into an agreement with the County and the Township for the installation and future maintenance of the traffic control signal in accordance with the Traffic Signal Plan; and

WHEREAS, the parties are willing to enter into this Agreement which outlines the parties' respective responsibilities as to the traffic control signal at the Intersection;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Applicant, the County and the Township agree as follows:

1. The Applicant shall be responsible for all costs related to the installation and related improvements of the traffic control signal as shown on the Traffic Signal Plan at the Intersection.
2. Upon the completion of the traffic control signal as shown on the Traffic Signal Plan, the Township will accept jurisdiction, ownership, and maintenance of the traffic signal equipment, which shall include maintenance of the equipment, any necessary repairs, all electrical costs, and related improvements within the intersection, including the traffic island, curbing, sidewalks, signs, parking prohibitions, striping of cross walks, and stop bars. Said acceptance of jurisdiction, ownership and maintenance is contingent on the following:

- a. Applicant must provide a certification by a Professional Engineer licensed to practice in the State of New Jersey that the improvements shown on the Traffic Signal Plan have been constructed in accordance with the approved Traffic Signal Plan and MUTCD regulations.
 - b. Applicant must post with the Township a two (2) year maintenance bond in the amount of fifteen percent (15%) of the total costs of the installation of the traffic signal(s).
 - c. Applicant or its successors and assigns, including the condominium association to be formed, shall deposit \$20,000.00 in escrow with the Township in perpetuity to be used for the costs of all repairs, electrical costs, and related improvements for the maintenance of said traffic signal. Said escrow account shall be replenished by the entity responsible for replenishing the escrow when the entity is notified by the Township that the amount is at or below \$5,000.00. Said replenishment must be made within thirty (30) days of receipt of written notice of same.
3. The Township agrees to retain all jurisdiction of any municipal owned cross streets involved in the within the Intersection.
 4. The County, Township, and Applicant agree to comply with all applicable rules, regulations, statutes, resolutions or ordinances of the State of New Jersey, the County and the Township which relate to the Traffic Control Signal, or the municipality wherein the Traffic Signal Plan is located.

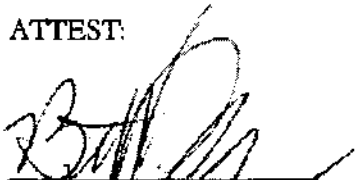
5. The County, Township, and Applicant shall not assign any interest in this agreement nor transfer any interest in the same (whether by assignment or novation) without the prior written consent of all other parties, which consent shall not be unreasonably withheld conditioned or delayed except that the parties acknowledge that the Applicant intends to transfer its interest in this agreement to a condominium or homeowner's association to be created in connection with the Project and agree that execution of this Agreement constitutes consent to such assignment.
6. After completion of the traffic control signal as shown on the Traffic Signal Plan and related improvements and acceptance of jurisdictional control by the Township, the Township shall save and hold harmless the County, its officers, agent, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind which may be brought for or on account of any injury or damage arising or growing out of the negligent acts or omissions of the Township, its officers, agents or employees related to the maintenance of said lights.
7. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. The parties further agree that this Agreement shall be recorded in the Passaic County Clerk's Office.

Notwithstanding the above, the parties shall not be relieved of liability to any other party for damages sustained by each of them by virtue of any breach of this Agreement nor shall any party be limited with respect to any rights it may have to institute appropriate legal action in the event of a breach of this Agreement by any other party.


This Agreement is subject to the State and Federal Rules and Regulations, now or hereafter promulgated or enacted, which shall be paramount to the content of this Agreement.

IN WITNESS WHEREOF, the Applicant, being AG-RW Wayne Owner, L.L.C.; the Township, being the Township of Wayne; and the County, being the County of Passaic, have hereunto set their hands the day and year first above written.

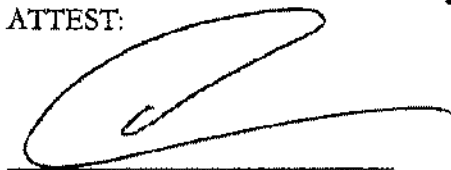
ATTEST:


Brett Lewings

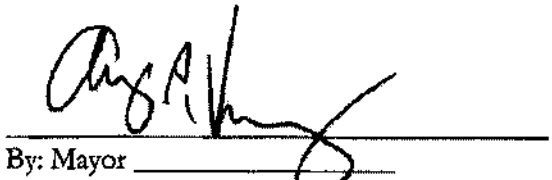
AG-RW WAYNE OWNER, L.L.C.


By: JONATHAN GEEROW
Authorized Signatory

ATTEST:


Township Clerk

TOWNSHIP OF WAYNE


By: Mayor

ATTEST:

Name: Louis E. Imhof III
Title: Clerk to the Board


COUNTY OF PASSAIC

By: _____
Name: John W. Bartlett
Title: County Commissioner Director

STATE OF NEW JERSEY)
) SS.
COUNTY OF)

I CERTIFY that on this _____ day of _____, 2024, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the Township of Wayne, the municipal corporation named in the attached document;
- (b) this person is the attending witness to the signing of this document by the proper municipal officer, who is _____ mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation which was affixed to this document; and
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed the proof to attest to the truth of these facts.


_____, Township Clerk

Sworn to and subscribed before me this
11th day of December, 2024



Name:
a(n) Notary Public/Attorney-at-Law of New Jersey

DONNA MERZA
COMMISSION ID # 2443974
NOTARY PUBLIC - STATE OF NEW JERSEY
My Commission Expires March 21, 2029

STATE OF NEW JERSEY }
 }
COUNTY OF PASSAIC }

I CERTIFY that on _____, 2024, John W. Bartlett, personally known to me or proven to me under oath and to my satisfaction, personally appeared before me and did acknowledge under oath and to my satisfaction that:

- (a) This person is the Director of the Board of County Commissioners of COUNTY OF PASSAIC,
- (b) This document was signed and delivered by voluntary act within the signer's authority;
- (c) This person attested to the truth of these facts.

Notary Public of State of New Jersey

EXHIBIT A
Traffic Signal Plan

TRAFFIC SIGNAL INSTALLATION AND ROADWAY IMPROVEMENTS ALPS ROAD AND MILLER ROAD

WAYNE TOWNSHIP
PASSAIC COUNTY, NEW JERSEY
FEBRUARY 2024

PUBLIC UTILITIES	
WATER	PUBLIC UTILITY WATER AND GAS MILLER ROAD MILLER, NJ 07022
CABLE	CABLE NEWS 40 WINDY ROAD MILLER, NJ 07022
SEWER	NEW JERSEY STATE WATER AND GAS 40 WINDY ROAD MILLER, NJ 07022
OTHER	WAYNE TOWNSHIP DIVISION OF WATER AND SEWER 300 W. 1ST STREET WAYNE, NJ 07090
NOTES	SEE TOWNSHIP DIVISION OF WATER AND SEWER FOR MILLER ROAD

UNIVERSAL LICENSE BOARD ONLY 1-800-777-6888

NOTES: ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEW JERSEY ENGINEERING AND SURVEYING ACT AND ALL APPLICABLE REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.



KEY MAP
SCALE: 1" = 1,000'

THIS MAP IS A GENERAL INDICATION OF ROAD AND SEWER CONSTRUCTION AND IS NOT A CONTRACT DOCUMENT.

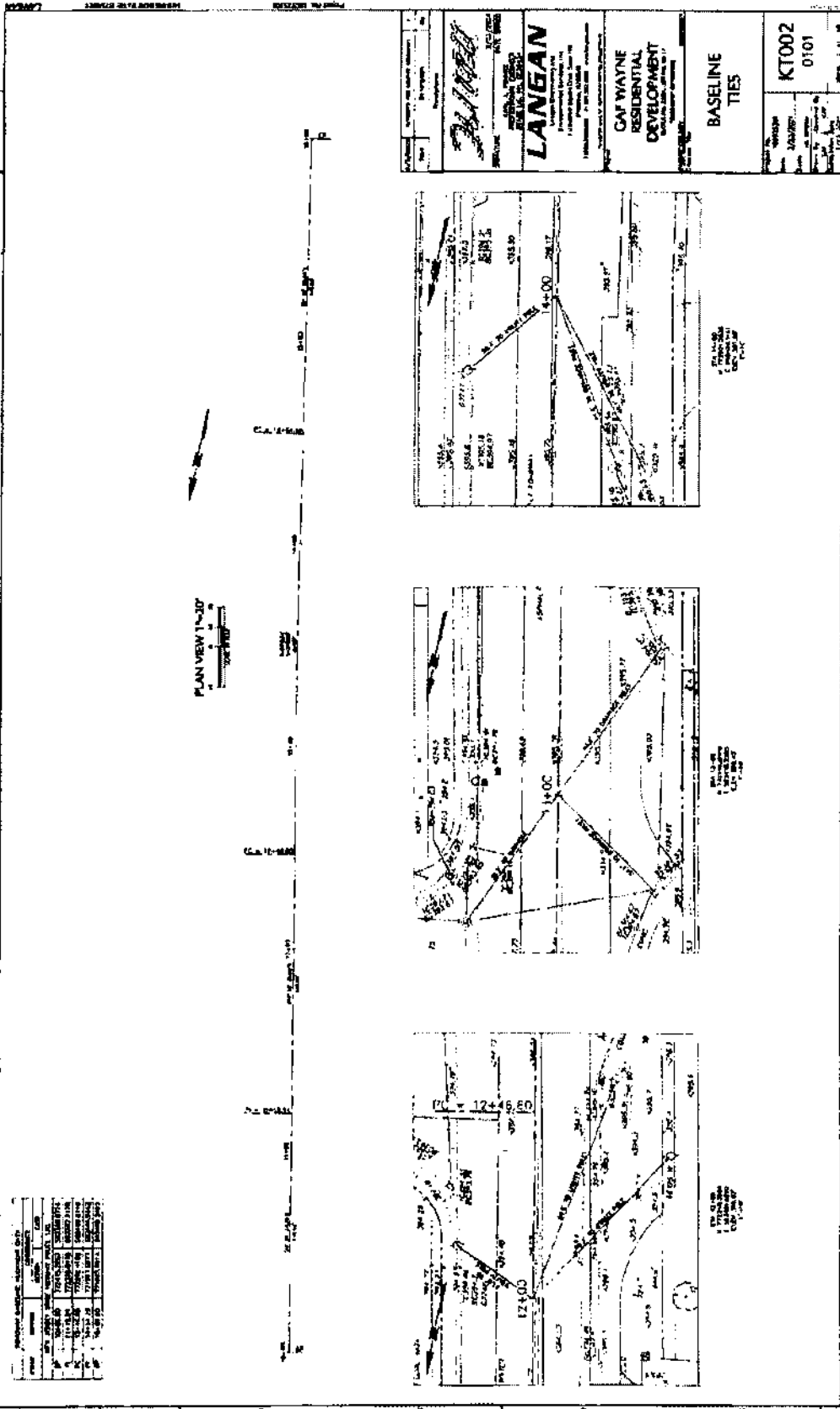
SHEET NO. (DRAWING NO.)	DESCRIPTION
1	GENERAL NOTES
2	TRAFFIC SIGNAL PLAN
3	ROADWAY IMPROVEMENT PLAN
4	SEWER INSTALLATION PLAN
5	WATER INSTALLATION PLAN
6	UTILITY LOCATIONS
7	PROPOSED DRIVE
8	PROPOSED DRIVE
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LANEAN
INCORPORATED
1000 ROUTE 100
MILLER, NJ 07022
TEL: 908-261-1000
WWW.LANEANINC.COM


**GAF WAYNE
RESIDENTIAL
DEVELOPMENT**
1000 ROUTE 100
MILLER, NJ 07022
TEL: 908-261-1000
WWW.GAFWAYNE.COM

COVER SHEET

**KT001
0101**



NO.	DESCRIPTION	DATE	BY	CHECKED
1	PRELIMINARY DESIGN	11/15/88	J. LANGAN	
2	FINAL DESIGN	11/15/88	J. LANGAN	
3	CONSTRUCTION	11/15/88	J. LANGAN	
4	AS-BUILT	11/15/88	J. LANGAN	

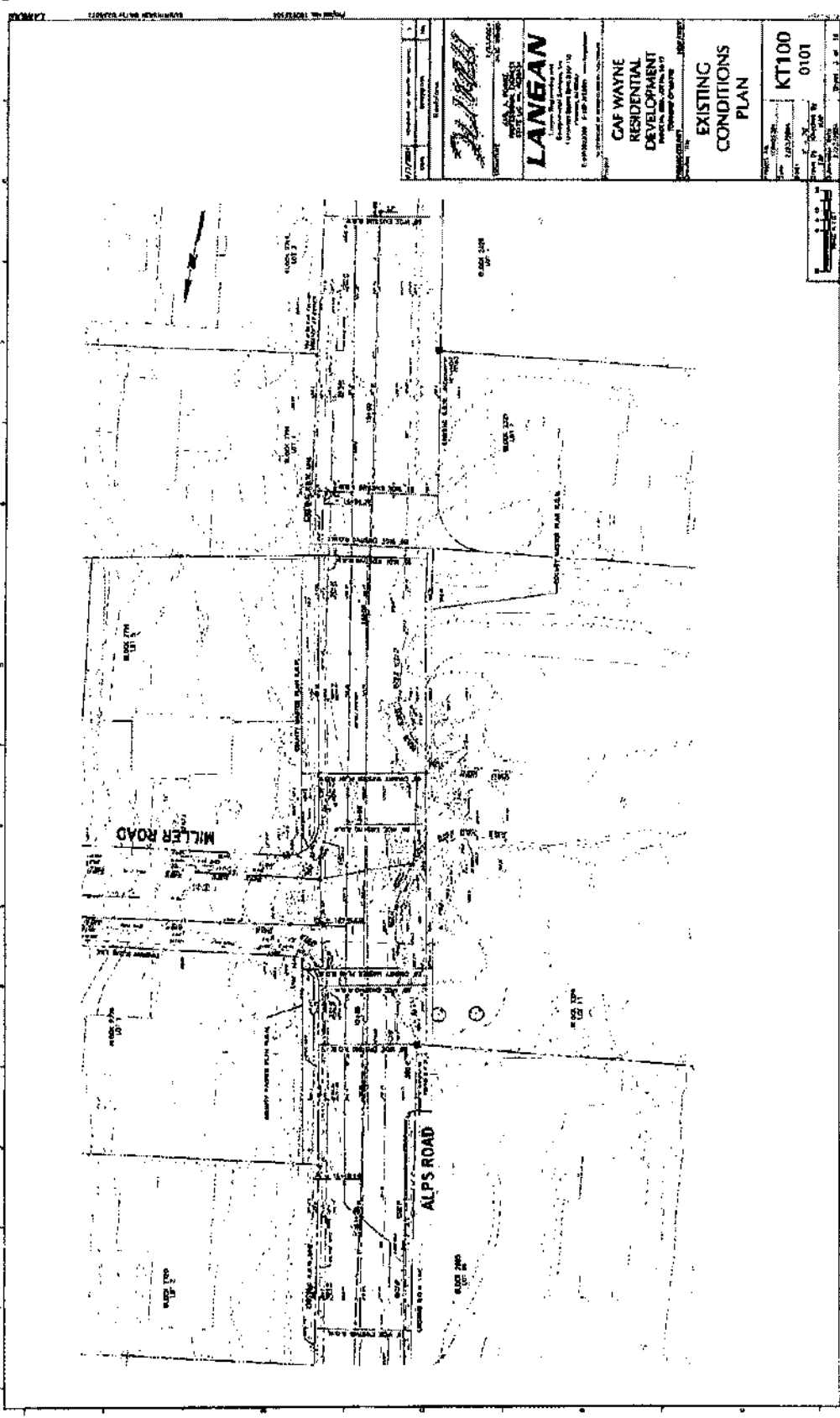


LANGAN
ARCHITECTS

**CAF WAYNE
RESIDENTIAL
DEVELOPMENT**

**BASELINE
TIES**

KT002
0101



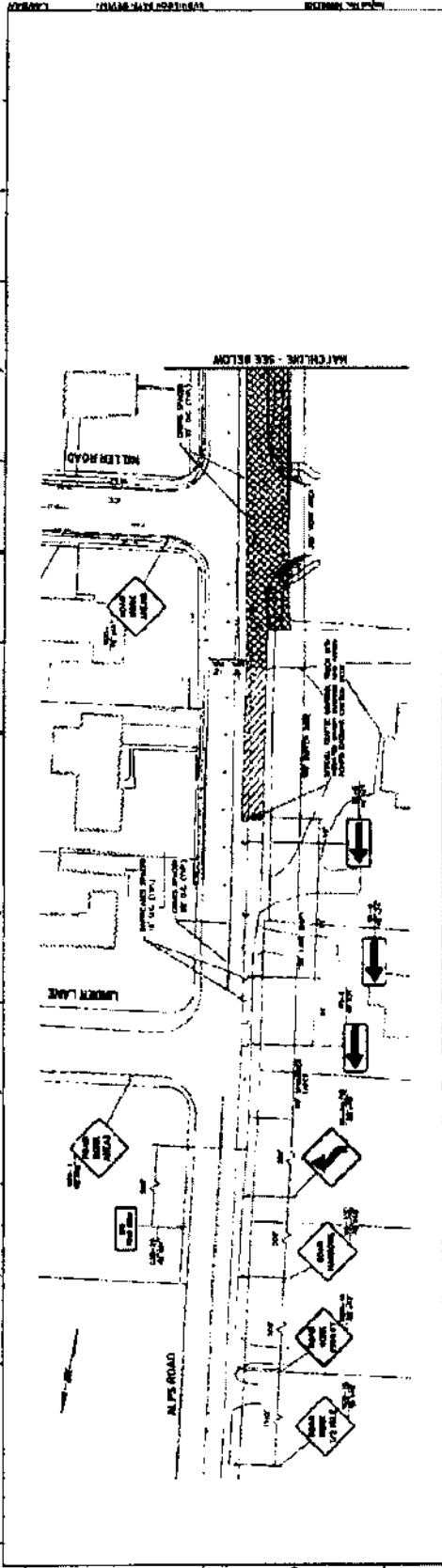
LANGAN
 Engineering & Construction
 1000 North Main Street
 Suite 200
 Worcester, MA 01608
 Telephone: 508-853-1100
 Fax: 508-853-1101

**CAF WAYNE
 RESIDENTIAL
 DEVELOPMENT**
 PROJECT NO. 0101

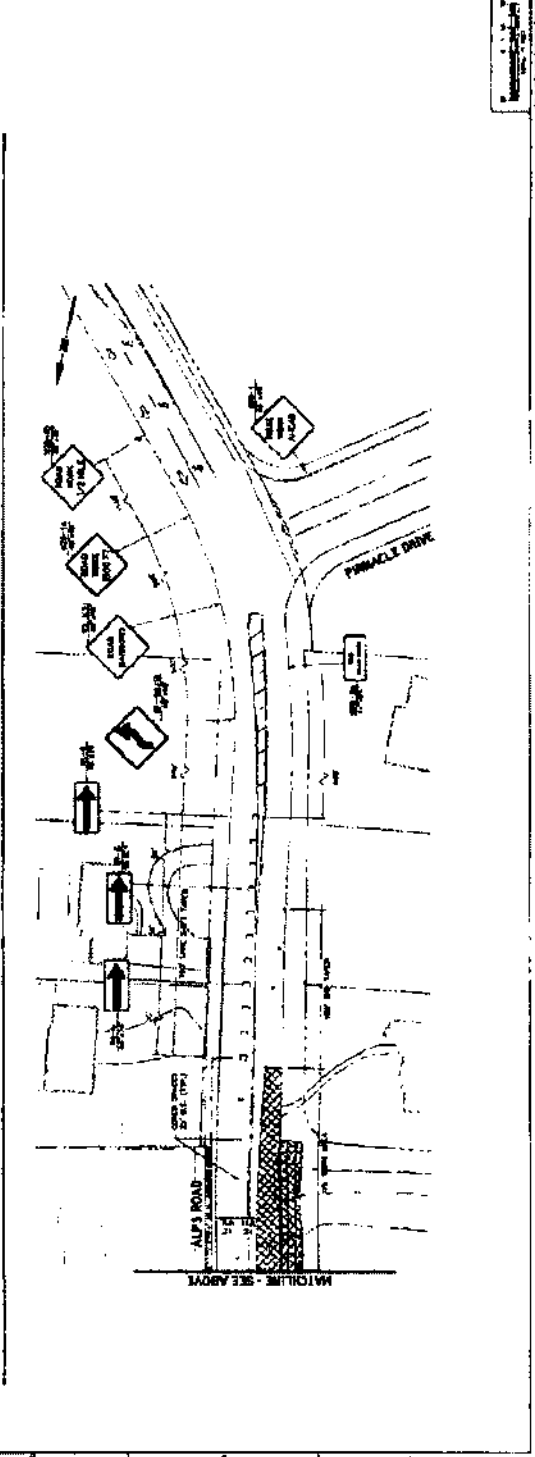
**EXISTING
 CONDITIONS
 PLAN**

KT100
 0101

DATE: 10/1/00
 DRAWN BY: J. W. WOOD
 CHECKED BY: J. W. WOOD
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1



<p>LANSAN Engineering & Construction, Inc. 10000 S. 10th St., Suite 100 Tulsa, Oklahoma 74116 Tel: (918) 438-1111 Fax: (918) 438-1112</p>	<p>GAF WAYNE RESIDENTIAL DEVELOPMENT TRAFFIC CONTROL PLANS - STAGE 1</p>	<p>KT105 0101</p>
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NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
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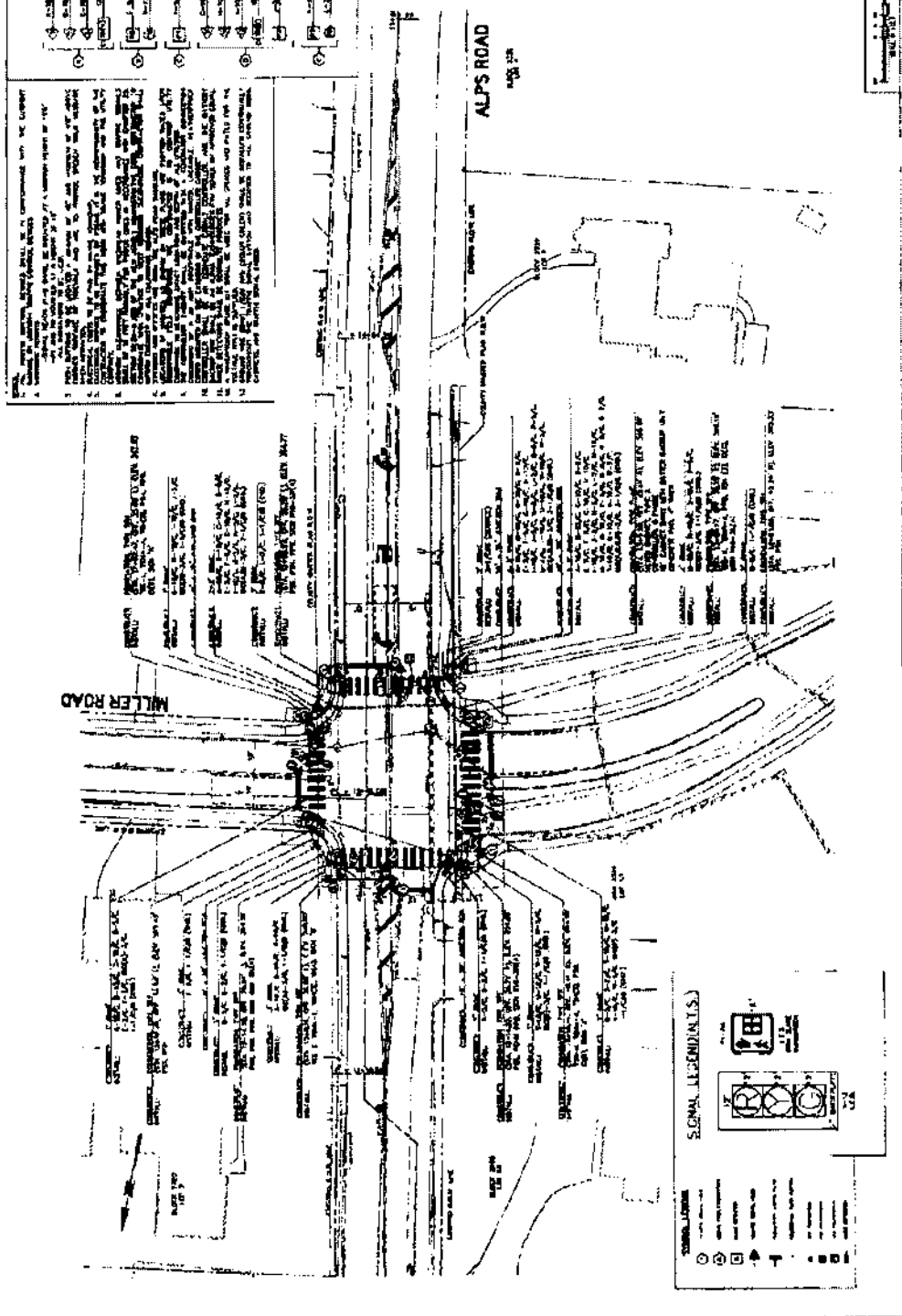
NOTES: 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72). 2. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ELECTRICAL INSPECTOR. 3. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL FIRE DEPARTMENT. 4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT. 5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL WATER DEPARTMENT. 6. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL SEWER DEPARTMENT. 7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL GAS DEPARTMENT. 8. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL TELEPHONE DEPARTMENT. 9. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL CABLE DEPARTMENT. 10. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL RAILROAD DEPARTMENT. 11. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AIRCRAFT DEPARTMENT. 12. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL NAVY DEPARTMENT. 13. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ARMY DEPARTMENT. 14. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AIR FORCE DEPARTMENT. 15. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL MARINE CORPS DEPARTMENT. 16. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL COAST GUARD DEPARTMENT. 17. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL CUSTOMS DEPARTMENT. 18. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL IMMIGRATION DEPARTMENT. 19. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BORDER PATROL DEPARTMENT. 20. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL FBI DEPARTMENT.

LANGAN
 CONSULTING ENGINEERS
 1000 W. 10th Street
 Des Moines, Iowa 50319
 Phone: 515-281-1111
 Fax: 515-281-1112

CAF WAYNE
 RESIDENTIAL
 DEVELOPMENT
 PROJECT NO. 10107

ELECTRICAL PLAN

KT107
0102



WAYNE TOWNSHIP COUNTY OF PASSAIC
 ALPS ROAD AND MILLER ROAD/SITE DRIVEWAY


SIGNAL INDICATORS - NORMAL OPERATION

	TIMING PLAN 1 VARIABLE CYCLE							
	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16
B. ALPS ROAD R.O.B. PEDESTRIAN CLEARANCE CLEARANCE	C	R	Y	W	ON	ON	ON	ON
	C	R	Y	W	ON	ON	ON	ON
	R	Y	W	ON	ON	ON	ON	ON
	R	Y	W	ON	ON	ON	ON	ON
C. MILLER ROAD/SITE DRIVEWAY R.O.B. CHANCE CLEARANCE	R	C	Y	W	ON	ON	ON	ON
	R	C	Y	W	ON	ON	ON	ON
	R	C	Y	W	ON	ON	ON	ON
EMERGENCY FLASH	Y	R	Y	W	ON	ON	ON	ON

SIGNAL INDICATORS - WITH PEDESTRIAN ACTIVATION

	TIMING PLAN 1 VARIABLE CYCLE							
	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16
B. ALPS ROAD R.O.B. PEDESTRIAN CLEARANCE CLEARANCE	C	R	Y	W	ON	ON	ON	ON
	C	R	Y	W	ON	ON	ON	ON
	R	Y	W	ON	ON	ON	ON	ON
	R	Y	W	ON	ON	ON	ON	ON
C. MILLER ROAD/SITE DRIVEWAY R.O.B. CHANCE CLEARANCE	R	C	Y	W	ON	ON	ON	ON
	R	C	Y	W	ON	ON	ON	ON
	R	C	Y	W	ON	ON	ON	ON
EMERGENCY FLASH	Y	R	Y	W	ON	ON	ON	ON

NOTE: INDICATORS IN RED ARE ONLY TO BE USED IN EMERGENCY SITUATIONS.



LANGAN

 ENGINEERING

 1000 WEST 10TH AVENUE, SUITE 100

 DENVER, COLORADO 80202

 PHONE: (303) 733-8800

 FAX: (303) 733-8801

 WWW.LANGAN.COM

GAP WAYNE

RESIDENTIAL

DEVELOPMENT

 PROJECT NO. 1017

 COUNTY OF PASSAIC

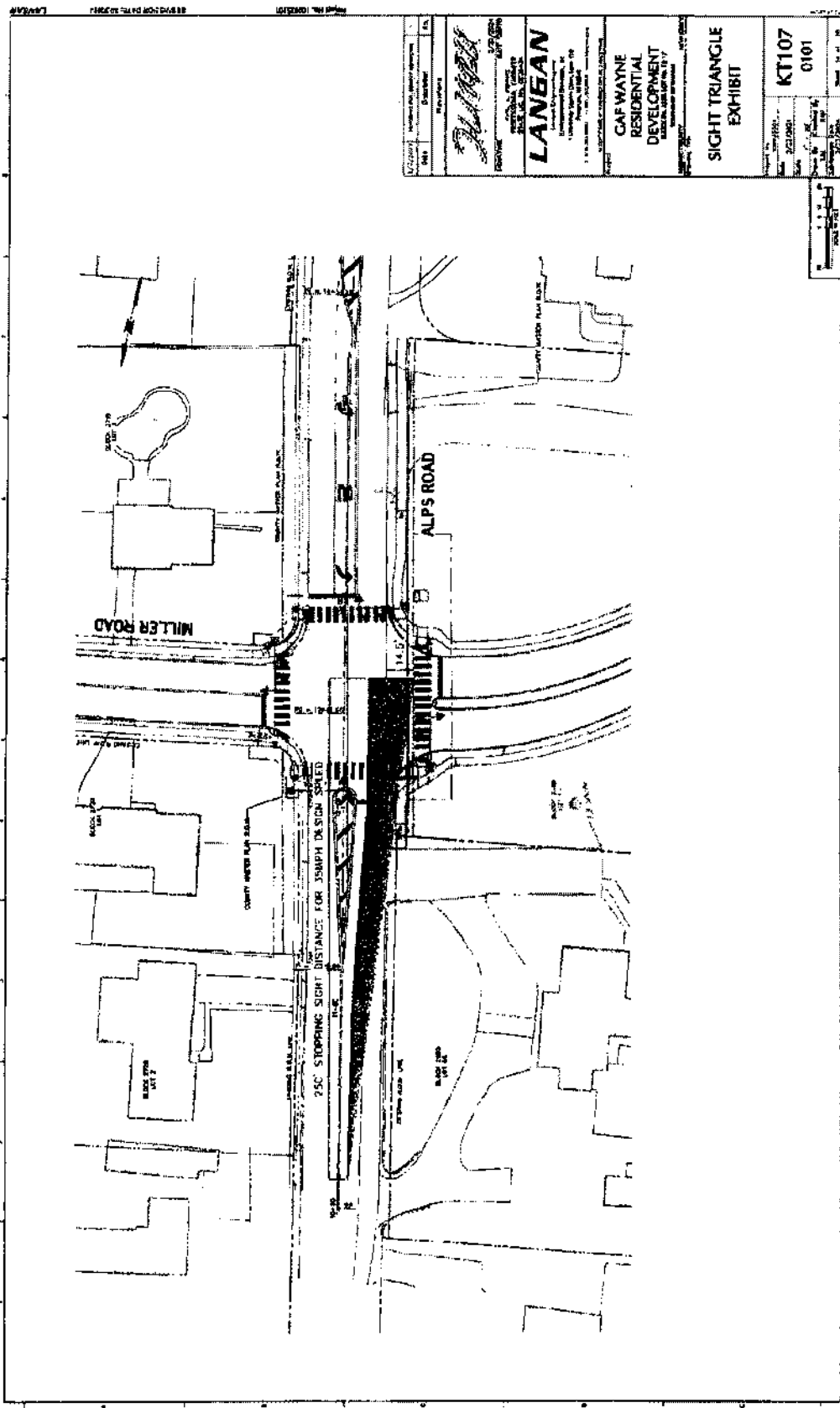
TIMING DIRECTIVE

PROJECT NO. **KT107**

 DATE: **0103**

 SHEET NO. **1**

 TOTAL SHEETS **1**



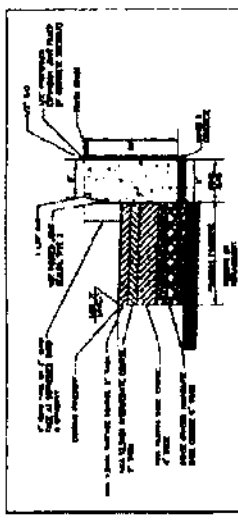
PROJECT NO.	DATE	BY	CHK
DESCRIPTION	DATE	BY	CHK
<p><i>[Signature]</i></p> <p>LANEAN</p> <p>ENGINEERS, ARCHITECTS, PLANNERS</p> <p>1000 W. 10th Street, Suite 100 Lincoln, Nebraska 68502 Phone: (402) 441-1111 Fax: (402) 441-1112</p>			
<p>CAF WAYNE RESIDENTIAL DEVELOPMENT</p> <p>1000 W. 10th Street, Suite 100 Lincoln, Nebraska 68502 Phone: (402) 441-1111 Fax: (402) 441-1112</p>			
<p>SIGHT TRIANGLE EXHIBIT</p>			
PROJECT NO.	DATE	BY	CHK
DESCRIPTION	DATE	BY	CHK
<p>KT107</p> <p>0101</p>			

REVISION DATA SHEET

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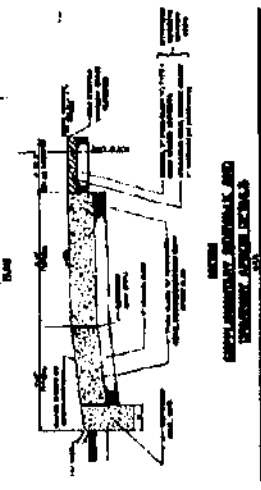
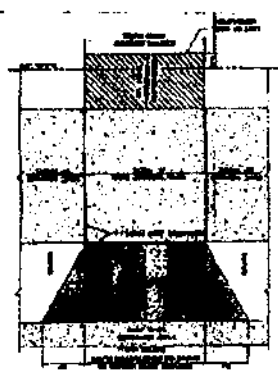
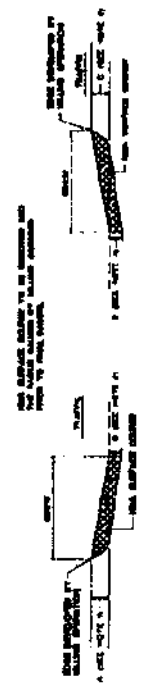
1. SEE PLAN FOR LOCATION OF THE CURB AND TRANSITION. THE CURB SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2007 EDITION.
2. TRANSITION JOINTS SHALL BE INSTALLED IN THE CURB AT JOINTS AND SHALL BE PERMITTED TO BE IMPROVED BY THE CONTRACTOR IN ORDER TO IMPROVE THE APPEARANCE OF THE CURB AND TRANSITION.
3. WHERE PARALLEL MARKINGS IS PERMITTED ADJACENT TO CURB, CURB MARKING SHALL BE WITH A 6" CURB FACE.

WELLING TRANSITIONS



1. MATERIALS AS SPECIFIED IN THE HIGHWAY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2007 EDITION.
2. TRANSITION JOINTS SHALL BE INSTALLED IN THE CURB AT JOINTS AND SHALL BE PERMITTED TO BE IMPROVED BY THE CONTRACTOR IN ORDER TO IMPROVE THE APPEARANCE OF THE CURB AND TRANSITION.
3. WHERE PARALLEL MARKINGS IS PERMITTED ADJACENT TO CURB, CURB MARKING SHALL BE WITH A 6" CURB FACE.

COUNTY OF PASADENA ENGINEERING DIVISION		DATE: 08/11/11
STANDARD CONSTRUCTION DETAIL		PROJECT: 0101
CONCRETE VERTICAL CURB AND WELLS	CONCRETE VERTICAL CURB AND WELLS	CONCRETE VERTICAL CURB AND WELLS
ROADWAY PAVEMENT WIDENING	ROADWAY PAVEMENT WIDENING	ROADWAY PAVEMENT WIDENING



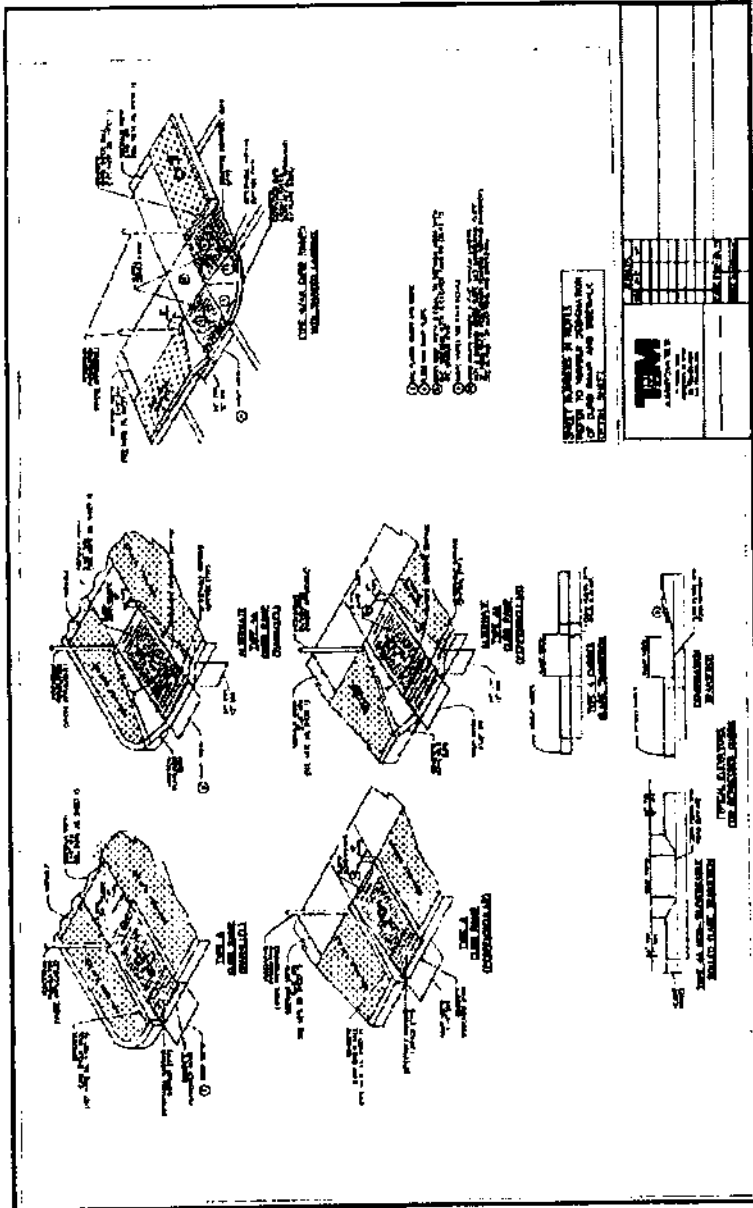
LANGAN
INCORPORATED
10000 Langan Blvd.
Houston, Texas 77036
Tel: 281-414-4400
Fax: 281-414-4401
www.langan.com

GARWAYNE RESIDENTIAL DEVELOPMENT

CONSTRUCTION DETAILS

KT501
0101

CD-0811



LANGAN
 ARCHITECTS
 1000 WEST 10TH AVENUE
 DENVER, COLORADO 80202
 TEL: 303-733-1100
 FAX: 303-733-1101

**CAF WAYNE
 RESIDENTIAL
 DEVELOPMENT**
 1000 WEST 10TH AVENUE
 DENVER, COLORADO 80202

**CONSTRUCTION
 DETAILS**

KT501
 0103

DATE: 10/15/77
DRAWN BY: [Signature]

PROJECT: LANSAN
SHEET NO. 0104

OWNER: CAP WAYNE
RESIDENTIAL
DEVELOPMENT

CONSTRUCTION
DETAILS

SCALE: AS SHOWN

KT501
0104

