

A  
Recreational Trail Lease Agreement  
Jersey City and Morris County Park Commission

City Clerk File No. Ord. 18-104

Agenda No. 3.A 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 18-104

**TITLE:**

**ORDINANCE AUTHORIZING THE EXECUTION OF A FORTY YEAR LEASE AGREEMENT WITH THE MORRIS COUNTY PARK COMMISSION REGARDING THE DEVELOPMENT, MANAGEMENT AND MAINTENANCE OF A RECREATIONAL TRAIL AT THE JERSEY CITY RESERVOIR IN BOONTON**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City (the "Lessor") is the owner of a 1,300-acre reservoir property lying in the Town of Boonton and the Township of Parsippany-Troy Hills known as the "Jersey City Reservoir," being known and identified as Lot 1, Block 400; Lots 1 and 2, Block 450; and Lot 8, Block 494 in the Township of Parsippany-Troy Hills, and Lots 17 and 18, Block 79; Lots 68.01 and 84, Block 90; Lots 2, 3, 4, 9, 22, 47 and 67, Block 90.01; Lots 3 and 4.02, Block 105 and Lot 3, Block 105.01 in the Town of Boonton (the "Property"); and

**WHEREAS**, the Morris County Park Commission (the "Lessee"), consistent with N.J.S.A. 40:37-95.1 et seq. among other purposes, develops recreational trails for public use and conservation purposes; and

**WHEREAS**, Lessor and Lessee (collectively "the Parties") recognize the significant public benefit to developing a trail system surrounding said reservoir and the Parties are willing to execute a lease on the terms and conditions set forth in the attached document to effectuate the development of a recreational trail and to increase security around the reservoir; and

**WHEREAS**, due to the increased access and patrol responsibilities for law enforcement on the property, security shall be enhanced throughout the property; and

**WHEREAS**, Lessor shall have the sole right to suspend access to the Property if any hazardous conditions, security threats or decline in water quality are discovered; and

**WHEREAS**, if any of the aforementioned hazards, water quality or security issues are unable to be cured within a reasonable period of time, the Lessor shall have the right to terminate

the Lease; and

**WHEREAS**, the trail shall be constructed in a manner that is compliant with the Americans with Disabilities Act; and

**WHEREAS**, through planting of native species to restore the understory of the surrounding forest land, water quality shall be protected; and

**WHEREAS**, in order to further protect the quality of the water in the reservoir, the trail shall be constructed in consultation with a professional ecologist, the Jersey City Environmental Commission, the Open Space Institute, and other experts as applicable; and

**WHEREAS**, no construction on, or public access to, the Property shall occur until the governing bodies of the Parties adopt a Property Management Plan that details how the public may use the areas of the Property, how the Property shall be patrolled and monitored and how the water in the reservoir shall be protected; and

**WHEREAS**, if the governing bodies of the Parties fail to adopt a Property Management Plan within two (2) years of the execution of the Lease, the Lease shall terminate immediately.

**NOW THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY** that:

1. The Mayor or Business Administrator is authorized to execute a lease agreement with the Lessee to effectuate the development of a recreational trail and to increase security within the Property.
2. The term of the lease shall be for a forty (40) year period, beginning on the date of execution by the Parties, with a single option to renew for an additional forty (40) years period upon the Parties mutual consent for a total sum of one dollar (\$1.00).
3. No construction on, or public access to, the Property shall occur until the governing bodies of the Parties adopt a Property Management Plan that details how the public may use the areas of the Property, how the Property shall be patrolled and monitored and how the water in the reservoir shall be protected.
4. The lease shall automatically terminate if the governing bodies of Parties do not adopt a Property Management Plan within two (2) years of the execution of the lease.
5. No construction on, or public access to, the Property shall occur until the governing bodies of the Parties adopt a Property Management Plan that details how the public may use the areas of the Property, how the Property shall be patrolled and monitored and how the water in the reservoir shall be protected.
6. The Lease shall be in substantially the form attached, subject to such modification as may be deemed necessary or appropriate by the Business Administrator or Corporation Counsel.
  - A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
  - B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This Ordinance shall take effect at the time and in the manner as provided by law.

JMcK  
9/4/2018

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

Certification Required

Not Required

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE AUTHORIZING THE EXECUTION OF A FORTY YEAR LEASE AGREEMENT WITH THE MORRIS COUNTY PARK COMMISSION REGARDING THE DEVELOPMENT, MANAGEMENT AND MAINTENANCE OF A RECREATIONAL TRAIL AT THE JERSEY CITY RESERVOIR IN BOONTON**

**Initiator**

Department/Division	Business Administration	Real Estate
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	bplatt@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The ordinance shall authorize the execution of a lease to effectuate the development of a recreational trail and to increase security around the Jersey City reservoir located in Boonton.

I certify that all the facts presented herein are accurate.

          
Signature of Department Director

          
Date

## RECREATIONAL TRAIL LEASE AGREEMENT

### [Jersey City Reservoir]

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between

THE CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, referred to as “Lessor”;

and

THE MORRIS COUNTY PARK COMMISSION, a public corporation of the State of New Jersey with offices at 53 East Hanover Road, P.O. Box 1295, Morristown, New Jersey 07962-1295, referred to as “Lessee.”

WHEREAS, the Lessor is the owner of a 1,300-acre reservoir property lying in the Town of Boonton and the Township of Parsippany-Troy Hills known as the “Jersey City Reservoir,” being known and identified as Lot 1, Block 400; Lots 1 and 2, Block 450; and Lot 8, Block 494 in the Township of Parsippany-Troy Hills, and Lots 17 and 18, Block 79; Lots 68.01 and 84, Block 90; Lots 2, 3, 4, 9, 22, 47 and 67, Block 90.01; Lots 3 and 4.02, Block 105 and Lot 3, Block 105.01 in the Town of Boonton (the “Property”); and

WHEREAS, the Lessee, consistent with N.J.S.A. 40:37-95.1 et seq. among other purposes, develops recreational trails for public use and conservation purposes; and

WHEREAS, Lessor and Lessee (collectively “the Parties”) recognize the significant public benefit to developing a trail system surrounding said reservoir and the Parties are willing to execute this Lease on the terms and conditions set forth below to effectuate the development of a recreational trail and to increase security around the reservoir.

NOW THEREFORE in consideration of One Dollar (\$1.00), and at no cost or expense whatsoever to Lessor, the receipt and sufficiency of which is hereby acknowledged and in further consideration of the foregoing recitations and terms set forth below, the Lessor hereby grants to the Lessee a lease in order to develop, maintain and manage for public use a recreational trail on the following terms and conditions:

1. **TERM.** The term of this Lease shall be for a forty (40) year period, beginning on the date hereof, with a single option to renew for an additional forty (40) years period upon the Parties' mutual consent.
2. **ADOPTION OF PROPERTY MANAGEMENT PLAN.** No construction on, or public access to, the Property shall occur until the governing bodies of the Parties adopt a Property Management Plan that details how the public may use the areas of the Property, how the Property shall be patrolled and monitored and how the water in the reservoir shall be protected. If the governing bodies of the Parties fail to adopt a Property Management Plan within two (2) years of the execution of this Lease, this Lease shall terminate immediately.
3. **DEVELOPMENT OF TRAIL.** The trail shall be known as the "Jersey City Reservoir Trail." The trail shall be developed by Lessee entirely surrounding the Jersey City Reservoir as generally depicted on the concept plan (the "Concept Plan") attached hereto as Exhibit A and made a part hereof. At any time during this Lease, the Parties may agree to relocate or expand the trail if it is in the public interest to do so.
4. **GENERAL MANAGEMENT CONDITIONS.** The Lessee shall manage said trail as though it were a park or public facility under its jurisdiction, and shall

permit non-motorized recreational and educational use of the trail, including walking, hiking, biking, cross-country skiing, birding, picnicking, nature study and the like. The rules and regulations of the Lessor shall apply.

5. **GENERAL TRAIL SPECIFICATIONS.** The trail shall be a high quality outdoor experience and shall permit the interpretation of the natural and cultural amenities of the Rockaway River Valley and the immediate area of the Jersey City Reservoir. No structure shall be permitted to be erected on the trail except as is necessary for the safe and proper usage of the trail and any such construction must receive prior written approval from the Lessor. The trail shall be approximately 7.5 miles long as it surrounds the reservoir provided, however, that Lessee may construct the trail in two phases (Phase I and Phase II) as set forth in the Concept Plan. In addition, for ease of use, trail loops shall be provided at appropriate locations through the trail area. The trail shall be no greater than eight (8) feet in width and shall not be in any area not delineated by the Concept Plan without the mutual consent of the Parties. The surface of the trail shall be pervious and adequate for use by emergency vehicles, including automobiles, rescue vehicles, ATVs and horses. The Lessor's Municipal Utility Authority shall have the right to review and approve in advance of actual construction the construction plans prepared by Lessee, including the selection and installation of the surface material to be used on the trail.
6. **GENERAL PATROL REQUIREMENTS.** The trail area shall be patrolled by the Lessee's Park Police in the same manner and fashion as all parks and facilities under the jurisdiction of the Lessee. There shall not however be

consistent Park Police presence but only patrols as provided in the Lessee's parks generally. The trail shall be open to the public 365 days each year from dawn to dusk each day in the same manner and fashion as other parks under the Lessee's jurisdiction. Notwithstanding the foregoing, the trail shall not be opened to the public until the Parties to this agreement enter into a separate interlocal services agreement with the Township of Boonton and the Township of Parsippany-Troy Hills for security and fire services.

7. **GENERAL CONSTRUCTION REQUIRMENTS.** The trails shall be developed, managed and maintained by the Lessee and this right and responsibility shall not be transferred to any other entity without the prior written approval of Lessor. The Lessee, at its sole cost and expense, shall construct the trails and provide one additional portable sanitary facility at each existing parking area and shall obtain all necessary permits to do so at its sole expense. The Lessee shall also, at its sole expense, obtain any necessary permits and construct any bridges or other crossings necessary to provide for a complete connection of the trail surrounding the Jersey City Reservoir. The Lessee shall select and install the bridges and other crossings with the approval of the Lessor's Municipal Utility Authority.
8. **SIGNAGE.** The Lessee shall provide for signs and interpretive information in the location and manner as set forth in the Concept Plan.
9. **SPECIAL PERMIT REQUIREMENTS.** The Lessee shall assure that the trail remains a self guiding educational trail. Organized groups of over 25 persons shall not be permitted to use the trail unless each such group first obtains

a special permit from the Lessee. The Lessee shall get prior approval from the Lessor before issuing such a special permit.

10. **MAINTENANCE AND REPAIR.** The Lessee, at its sole cost and expense, shall keep and maintain the trails, parking areas and portable sanitary facilities in good order and repair and in a neat and clean and safe condition and in the same fashion as other parks under Lessee's jurisdiction. It will not create or permit to continue any condition upon the Property that the Lessor considers inimical to the reservoir or the water therein and its use for public water supply purposes. The Lessee agrees to remove all refuse, garbage, trash, litter or rubbish which may be generated during the use of the Property. In the event that the same is not removed, after reasonable efforts are made to contact the Lessee, the Lessor shall have the right to dispose of the same and charge the Lessee for any cost of disposing thereof.
11. **ACCESS TO THE PARSIPPANY DIKE.** Walking on Parsippany Dike shall be absolutely prohibited. The Lessee shall provide appropriate signage at both ends of the dike, which signage shall be reviewed and approved by Lessor prior to installation.
12. **WETLANDS.** All efforts shall be made to develop the trail without disturbance of wetlands and/or critical habitat. To the extent required, development of the trail within wetland areas shall proceed in accordance with the State and Federal regulations. Lessee shall obtain and all necessary permits for development.
13. **FISHING, BOATING AND SWIMMING.** Fishing, boating and swimming in the reservoir shall be absolutely prohibited.

14. **PETS PROHIBITED.** No pets shall be allowed on the Property. The Lessee shall post appropriate signage at the entrances to the Property that shall inform the public that all pets are prohibited from entering the Property.
15. **SUSPENSION OF ACCESS.** The Lessor shall have the sole right to suspend access to the Property if any hazardous conditions, security threats or decline in water quality are discovered. If any of the aforementioned issues are unable to be cured within a reasonable period of time, the Lessor shall have the right to terminate this Lease.
16. **REPRESENTATIONS AND WARRANTIES.** The Lessor makes no representations or warranties regarding the condition of the Property. The Lessor expressly disclaims, and the Lessee expressly waives, all implied warranties, including without limitation, any warranty of suitability or fitness of the Property for any particular purpose or use. The Lessee acknowledges the Property will be in an "as is, where is," condition, and the Lessor has no obligation to make repairs thereon to facilitate the Lessee's use.
17. **ASSUMPTION OF RISK AND INDEMNIFICATION.** The Lessee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the use of the premises permitted herein. The Lessee further agrees to indemnify and hold harmless the Lessor, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims,

including attorney's fees and costs of suit. If so directed, the Lessee shall, at no cost or expense to the City, defend against such claims, in which event the Lessee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Lessee's liability under this Lease shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

18. **ASSIGNMENT.** The Lessee shall not assign this Lease, or any part thereof, or occupy the property for any reason(s) other than herein stipulated. Lessee shall not sub-let or grant any license to use the Premises or any part thereof for any reason(s) other than herein stipulated without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. Any aforementioned assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

19. **TERMINATION AND DEFAULT.** Either party may terminate this Lease for no cause upon one (1) year written notice to the other except that in the event of an emergency or threat to the public water supply, the Lessor may suspend this Lease immediately. If Lessee fails to comply with any of the material provisions of this Lease, or of any present rules and regulations or any that may be

hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate this Lease by reason thereof, Lessor may terminate this Lease.

20. **COST OF OBLIGATIONS.** All expenses and costs required to satisfy any or all of Lessee's obligations pursuant to this agreement shall be at its sole cost and expense.
21. **EXECUTION IN COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.
22. **CHOICE OF LAW.** This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.
23. **MODIFICATION.** The Parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto.
24. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Parties.

25. **NOTICE.** All notices between the parties hereto shall be addressed and delivered to:

Lessor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Lessor and Lessee have duly caused these presents to be signed, attested, sealed and acknowledged on the day and year first written above.

ATTEST

LESSOR – CITY OF JERSEY CITY

By:

ATTEST

LESSEE – MORRIS COUNTY PARK  
COMMISSION

By:

Attachment:

Exhibit A (Concept Plan)

MORRIS COUNTY PARK COMMISSION  
RESOLUTION NO. 23-19

**WHEREAS**, the Morris County Park Commission has deemed it advisable and in the public interest to obtain access to the 1,300-acre Jersey City Reservoir property lying in the Town of Boonton and the Township of Parsippany-Troy Hills to enhance hiking trail access opportunities by providing for an 8-mile long unpaved trail, and

**WHEREAS**, the Park Commission has been working towards this effort since 2001 under a previous two (2) year Recreational Trail License Agreement and in 2005 under a five (5) year Trail Lease Agreement but was not able to move the development of a trail system forward within the agreement timeframes, and

**WHEREAS**, the City of Jersey City is willing to grant the Morris County Park Commission a Recreational Trail Lease Agreement consistent with N.J.S.A. 40:37-95.1 et seq. for a term of forty (40) years, with a single option to renew for an additional forty (40) year period, in consideration of One Dollar (\$1.00) upon the parties mutual consent with the understanding that the adoption of a Property Management Plan has to be approved by the City of Jersey City, the Morris County Park Commission and the New Jersey Watershed Review Board within two (2) years from the execution of the lease agreement or the lease agreement will terminate, and

**WHEREAS**, the agreement permits access to the property by the Morris County Park Commission and its agents in order to prepare the Property Management Plan, provided that such entry is solely for the purpose of undertaking studies of the Property and shall not involve any alteration of, or disturbance to, the Property and places no burden on the Morris County Park Commission to begin stewardship of the property or trails, and

**WHEREAS**, the Morris County Park Commission designates the Open Space Institute, a not-for-profit Land Trust corporation, under a Memorandum of Agreement, as its agent to identify and prepare at the Open Space Institute's sole cost and expense, the Property Management Plan, detailed engineering and design plans, and all the necessary permit applications to be approved by the City of Jersey City and the Morris County Park Commission and the New Jersey Watershed Review Board, and

**WHEREAS**, the Recreational Trails Committee of the Morris County Park Commission recommends the approval of the Recreational Trail Lease Agreement with the City of Jersey City and Memorandum of Agreement with the Open Space Institute, **NOW THEREFORE**

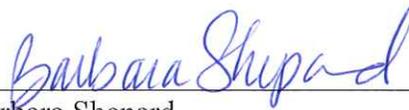
**BE IT RESOLVED**, by the Morris County Park Commission on this 28<sup>th</sup> day of January, 2019 that the President of the Morris County Park Commission and the Executive Director be authorized and directed to execute said agreements, and

**BE IT FURTHER RESOLVED**, that the following actions are hereby authorized and directed:

1. That the President and Executive Director are hereby authorized to take whatever action is necessary to effectuate the Recreational Trail Lease Agreement and the Memorandum of Agreement.
5. That this Resolution be effective immediately.

January 28, 2019

MORRIS COUNTY PARK COMMISSION



Barbara Shepard  
President



\_\_\_\_\_, I, David D. Helmer, Executive Director of the Morris County Park Commission, do hereby certify that the above is a true and correct copy of a resolution adopted by the Morris County Park Commission at a meeting held on January 28, 2019 at the Park Commission offices, 300 Mendham Road, Morristown, New Jersey.

**B**  
**Memorandum of Agreement**  
**Open Space Institute and Morris County Park Commission**



**OPEN SPACE  
INSTITUTE**

March 11, 2019  
January , 2019

David Helmer  
Executive Director  
Morris County Park Commission  
53 East Hanover Road  
PO Box 1295  
Morristown, New Jersey 07962-1295

Re: Memorandum of Agreement/Jersey City Reservoir

Dear David:

This memorandum of agreement (the "Agreement") is entered into by and between Open Space Institute, Inc., a New York not-for-profit corporation having its principal place of business at 1350 Broadway, Suite 201, New York, New York 10018 (hereinafter "OSI"), and the Morris County Park Commission, a public corporation of the State of New Jersey with offices at 53 East Hanover Road, P.O. Box 1295, Morristown, New Jersey 07962-1295 (hereinafter "MCPC").

It is understood that on January \_\_, 2019 MCPC entered into a Recreational Trail Lease Agreement (the "Lease") with Jersey City ("Jersey City") pursuant to which Jersey City is granting MCPC a 40-year lease (renewable for an additional 40 years upon mutual consent) to develop, maintain and manage for public use an approximately 8-mile long recreational trail located on lands of the Jersey City Reservoir located in the Town of Boonton and Township of Parsippany-Troy Hills in Morris County, New Jersey (the "Reservoir"). A copy of the executed Lease is attached hereto as Exhibit A.

The Lease is not effective, and may not be enforced by Jersey City or MCPC, until (among other things) a Property Management Plan ("PMP") has been adopted by the governing bodies of Jersey City and MCPC. Notwithstanding such, Jersey City has granted to MCPC and its agents and assigns the right for a term of two (2) years from the date of the execution of the Lease to enter lands of the Reservoir in order to prepare the PMP, provided that such entry is solely for the purpose of undertaking studies relating to the preparation of the PMP and shall not involve any alteration of, or disturbance to, the Reservoir.

Preparation of the Property Management Plan

MCPC hereby appoints OSI as its sole agent for purposes of preparing and submitting to MCPC the PMP. The PMP shall identify and discuss in detail the following:

- how the public may use the recreational trail and associated areas at the Reservoir;
- how the Reservoir shall be patrolled and monitored during the term of the Lease;
- security and public safety measures to be adopted by MCPC to ensure the protection of water supply quality in connection with the management and maintenance of the recreational trail;

- the design of the recreational trail, including the location and design of parking lots, entry points, kiosks and related signage;
- a stewardship plan for the recreational trail which conforms to sections 6, 9 and 10 of the Lease; and
- a detailed engineering and schematic design for the recreational trail so that MCPC can solicit and obtain bids for the development and construction of such recreational trail.

In order to achieve this, OSI will at its own expense retain a professional consulting firm with experience in New Jersey in order to work closely with OSI and MCPC in preparing the draft PMP. Such draft PMP shall be presented to Jersey City and MCPC no later than January 31, 2020 so that it can be reviewed by both parties and adopted in final form in a timely manner.

In addition to both Jersey City and MCPC, the Lease and the PMP shall be presented to the New Jersey Watershed Property Review Board ("WPRB") for review and approval. Under the Lease, the PMP must be adopted by both Jersey City and MCPC, and the Lease approved by the WPRB, no later than January \_\_, 2021.

### Permitting and Approvals

Under section 7 of the Lease MCPC has the express authority to apply for all permits and approvals (the "Permits") required under the New Jersey Department of Environmental Protection Land Use Regulations and other state and local regulations and requirements (including, if applicable, the Town of Boonton and the Township of Parsippany – Troy Hills). These permits and approvals will include, among others, permits or approvals required under the Wetlands Control Act, the Flood Hazard Area Control Act, and the Stormwater Management Rules.

Under this Memorandum of Agreement, OSI is hereby designated as MCPC's sole agent to identify and prepare, at OSI's sole cost and expense, all of the necessary permit applications and submitting them to MCPC for its review and approval. Once the Lease has been approved by the WRPB, MCPC shall submit the applications for Permits to the appropriate regulatory jurisdictions and shall bear the cost of all application and permitting fees in connection with obtaining the Permits.

### Stakeholder Engagement

It is understood that during the process of preparing the Property Management Plan and obtaining its approval from Jersey City and MCPC, and up to the time that WRPB approves the Lease, the recreational trail and details regarding its design, construction, public use and maintenance will be presented to and discussed by a variety of stakeholders that have an interest in the Reservoir, its water quality, and its management.

Accordingly, during the development of the PMP and until the Lease is approved by the WPRB, OSI, with the assistance of GbG, will engage with the following stakeholders:

- Morris County and MCPC;
- The Jersey City Mayor's office, Jersey City Municipal Utilities Authority, Jersey City Environmental Commission, and Jersey City Office of Emergency Management;
- Suez North America;
- the Town of Boonton and Township of Parsippany-Troy Hills; and
- the New Jersey Department of Environmental Protection (DEP) Division of Water Quality, DEP Division of Dam Safety, and the U.S Department of Homeland Security.

OSI shall keep in close communication with MCPC regarding the timing and substance of OSI's discussions with, and presentations, to stakeholders.

#### Construction of the Recreational Trail by MCPC

Following adoption of the Property Management Plan by Jersey City and MCPC, and approval of the Lease by the WPRB, MCPC agrees to undertake, at its sole cost and expense, the construction of the recreational trail and related amenities at the Reservoir as more fully described in the Property Management Plan. MCPC shall also work with Jersey City's Municipal Utility Authority in getting approvals for the construction of bridges and other crossings over tributaries and streams draining into the Reservoir.

MCPC hereby agrees that Phase I of the recreational trail, consisting of +/- 3 miles of trail and associated amenities as more fully described in the PMP, shall be constructed by MCPC at its sole cost and expense and made available to the general public for recreational use in accordance with the terms of the Lease and this Agreement no later than twelve months following receipt of applicable permitting approvals.

MCPC also hereby agrees that Phase II of the recreational trail, consisting of +/- 4 miles of trail and associated amenities as more fully described in the PMP, shall be constructed by MCPC at its sole cost and expense and made available to the general public for recreational use in accordance with the Lease and this Agreement no later than twenty four months following receipt of applicable permitting approvals.

#### Certain Naming Rights for Trail Amenities

It is understood that MCPC will allow "naming rights" to be associated with certain amenities related to the recreational trail, including, but not limited to, the recreational trail itself, the entrance gates, scenic outlooks, and benches.

MCPC agrees to delegate to OSI the right to designate third party naming rights associated with the recreational trail so as to permit OSI to raise philanthropic funds necessary to fund OSI's costs and expenses under this Memorandum of Agreement. An example of potential naming rights is attached as Exhibit B to this Memorandum of Agreement.

From time to time prior to approval of the Lease by WPRB, OSI will provide in writing to MCPC a list of designated third party naming rights. MCPC agrees to use such names (for example, the "Bill Jones Scenic Outlook") in connection with all signage, maps, publicity, and descriptive materials (including brochures, maps, website pages of MCPC, etc.) related to the recreational trail. Such third party naming rights and MCPC's obligations under this provision will remain in effect until the expiration of the Lease.

#### Other Provisions

This Agreement shall be governed by and construed in accordance with New Jersey law.

This Agreement constitutes the entire agreement between MCPC and OSI pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be enforced.

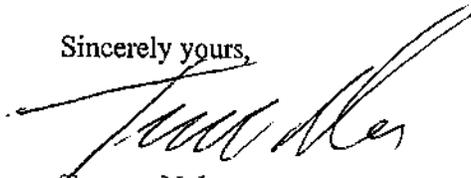
This Agreement shall be binding not only upon the parties but also upon their assigns and other successors in interest. Notwithstanding the foregoing, OSI's obligations under this Agreement are contingent upon (i) OSI raising sufficient third-party funds in order to allow it to fulfill its obligations hereunder, and (ii) obtaining approval from the OSI board of trustees of this Memorandum of Agreement and notifying MCPC in writing of such approval no later than March 31, 2019.

In the event MCPC or OSI defaults in the performance of any of their obligations under this agreement, MCPC and OSI shall have any and all remedies at law or in equity.

. . . . .  
If this Memorandum of Agreement is satisfactory to MCPC, please indicate such by countersigning this Agreement in the space provided below and returning a copy to me.

OSI very much looks forward to working with the MCPC and Jersey City in developing a world-class recreational and educational trail at the Reservoir.

Sincerely yours,



Terence Nolan  
Senior Vice President --  
Conservation Transactions

AGREED AND ACCEPTED:

MORRIS COUNTY PARKS COMMISSION

By: *Barbara Shepard*  
Name: *Barbara Shepard*  
*President*

Exhibits

- Exhibit A: Lease
- Exhibit B: Proposed Schedule of Naming Rights