

Hudson County Recording Data Page Jeffrey Dublin Hudson County Register 	Official Use Only-Barcode 20220825010088960 1/16 08/25/2022 10:33 AM EASE Bk: 9692 Pg: 436 JEFFREY DUBLIN Hudson County, Register of Deeds Receipt No. 212471
Official Use Only - Record & Return	Official Use Only-Realty Transfer Fee
Date of Document: August 19 2022	Type of Document: Easement Agreement
First Party Name: HRP Hudson Owner, LLC	Second Party Name: State of New Jersey, Department of Environmental Protection
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block:	Lot:
Municipality:	
Consideration:	
Mailing Address of Grantee: 401 East State Street, P. O. Box 420, Trenton, NJ 08625	
THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book:	Original Page:
HUDSON COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.	

DISCLAIMER:

A recording officer shall not be liable for differences between the cover sheet or the electronic synopsis and the document. If discrepancies are found, the entire document will be rejected.

Record and Return to:

State of New Jersey
Department of Environmental Protection
P.O. Box 420, Mail Code 401-07
Trenton, NJ 08625-0420
Attn: OTPLA, Legal and Transactional Operations

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** ("Agreement") is made this 19th day of August, 2022, by and between **HRP Hudson Owner, LLC** (referred to herein as "**Grantor**" or "**HRP**"), a New Jersey limited liability company, having offices 111 S. Wacker Drive, Suite 3000, Chicago, IL 60606 and the **State of New Jersey, Department of Environmental Protection** (referred to herein as "**Grantee**" or "**STATE**"), having offices at 401 E. State Street, P.O. Box 420, Trenton, NJ 08625-0420.

WITNESSETH

WHEREAS, HRP is the fee simple owner of certain real property shown as: Block 7402, Lots 23, 24, and 33; and Block 3101, Lots 21 and 23 in the official tax map of the City of Jersey City, County of Hudson, State of New Jersey ("**HRP Property**"); and

WHEREAS, the STATE is the fee simple owner of certain real property shown as Block 3101, Lots 27, 28, 39, 40, 41, and 45 in the official tax map of the City of Jersey City, and Block 4, Lots 1 and 1.01 in the official tax map of the Town of Secaucus, County of Hudson State of New Jersey (the "**State Property**"); and

WHEREAS, the STATE desires to use the State Property and the Greenway Easement (as defined below) to design, construct, own, and maintain certain public pathway improvements (the "**Greenway**") for use by the STATE, the general public, and others acting under the authority of the STATE as a public recreational trail (the "**Greenway Use**"); and

WHEREAS, due to certain infrastructure projects planned by the New Jersey Department of Transportation, and in order to ensure that the Greenway terminates at the Van Keuren Avenue public right-of-way, thereby maximizing public access to the Greenway, the STATE wishes to acquire the easement rights set forth herein.

NOW, THEREFORE, in consideration of ONE (\$1.00) DOLLAR AND ZERO CENTS in hand paid and the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Greenway Easement.** HRP hereby grants to the STATE an exclusive perpetual right, privilege, and easement, subject to the terms and conditions of this Agreement set forth below, over the area depicted and labeled as the "Proposed Access Easement for Greenway" on Exhibit A, which is attached hereto, and described by the metes and bounds description in Exhibit B, which is attached hereto (the "**Greenway Easement**"), for the purposes of constructing a portion of the Greenway in the Greenway Easement for the Greenway Use. The Parties agree that, subject to the terms and conditions of this Agreement set forth below, the Greenway Easement is exclusive to the STATE as to surface uses and that HRP reserves all subsurface uses in the Greenway Easement not needed for the Greenway Use. The STATE acknowledges that HRP may grant rights for the relocation of the placement of certain utilities to accommodate the New Jersey Department of Transportation's roadway development project adjacent to the HRP Property ("New Road") and that the Greenway Easement shall be subordinate thereto, provided that such utility rights do not interfere with the STATE's Greenway Use. The STATE further acknowledges that HRP may grant associated access rights within the Greenway Easement for utility maintenance and for a single perpendicular crossing of the Greenway Easement to accommodate access beneath the New Road.

2. **Environmental Compliance.**

(a) Engineering Controls. HRP intends to complete, at its sole cost and expense, remediation of the HRP Property, as required for the redevelopment of the HRP Property for industrial redevelopment in accordance with applicable law. Prior to the STATE'S development of the Greenway Easement, the STATE shall cooperate with HRP and shall allow HRP such access to the Greenway Easement, as needed, to install, maintain, repair, and replace such engineering controls and allow HRP to establish and implement such institutional controls as deemed necessary by HRP (in each case) to obtain and remain in compliance with the Remedial Action Outcome ("RAO") and/or regulatory closure under other applicable law (collectively, the "**HRP Remediation**"). The STATE shall not engage in the Greenway Use or otherwise develop the Greenway Easement until the HRP Remediation has been completed and a final RAO has been issued.

(b) **Proposed Greenway Easement Use.** To the extent that any particular use of the Greenway Easement by the STATE, the general public, and others acting under the authority of the STATE requires improvements, other construction, or, in the sole discretion of HRP's Licensed Site Remediation Professional, environmental remediation, that is in addition to or beyond the HRP Remediation (such additional remediation, the "**Incremental Remediation**") for the HRP Property, then HRP may, upon prior written approval of the STATE, elect to perform such Incremental Remediation at the STATE's sole cost and expense. Subject to HRP's completion of the HRP Remediation, (i) the STATE (and others acting under the authority of the STATE) shall conduct all of its activities in the Greenway Easement in compliance with all requirements arising from institutional controls that are in effect for the Greenway Easement at the time such activities are conducted and (ii) from and after the date that the STATE engages in the Greenway Use or otherwise begins development of the Greenway Easement, the STATE shall be responsible for installing and maintaining those engineering controls, if any, that may be part of any Incremental Remediation. For the sake of clarity, the parties acknowledge that the STATE shall not be responsible for maintaining any engineering controls that are installed as part of the HRP Remediation unless the STATE modifies or damages such engineering controls. Notwithstanding anything else contained herein to the contrary, neither the use of nor any required action in connection with the Greenway Easement shall impose any restriction or obligation upon the balance of the HRP Property or any adjacent property owned by HRP beyond that of the HRP Remediation or shall restrict or unduly limit the construction or operation of the industrial redevelopment project on the HRP Property and any adjacent property owned by the Grantor.

3. Right to Use; Ongoing Maintenance. The STATE shall have the right to use the Greenway Easement as part of the design and construction of the Greenway, including, without limitation, rights: (i) to erect and maintain, within the Greenway Easement, such fences, vegetated buffers, design features, signage, or other amenities and measures it deems reasonably necessary or appropriate; (ii) to install and maintain landscaping within the Greenway Easement; (iii) to establish and maintain such driveways, roads, paths, or other traveled ways within the Greenway Easement; (iv) to install, use, maintain, repair, and/or replace subsurface and above-ground utility lines or utility services and related equipment and appurtenances within the Greenway Easement; and (v) to use the Greenway Easement for any and all purposes consistent with the Greenway Use. The STATE shall further, at its sole cost and expense, maintain, clean, and keep the Greenway Easement in good condition and repair, comply with all governmental requirements respecting same, and otherwise comply with the requirements of Section 5 below.

4. Conveyance Subject to Other Easements, Encumbrances, and Agreements. This conveyance is subject to all existing recorded restrictions, covenants, encumbrances, easements, and agreements to the extent in force and applicable to the Greenway Easement. HRP makes no representation or warranty as to the suitability of the Greenway Easement for the STATE's intended use.

5. **Reservations and Conditions.**

(a) Reserved Rights. Without limiting the provisions of Section 2 above, Grantor, and all those claiming by, through, or under Grantor, reserves the right to reasonably continue to use the Greenway Easement in a manner that does not unreasonably interfere with the easement rights granted hereunder, including: (i) to establish such limited driveways, roads, paths, or other traveled ways within the Greenway Easement; (ii) to install, use, maintain, repair, and/or replace subsurface and above-ground gas, electric, water, sewer, or other utility lines or utility services and related equipment and appurtenances within and along the Greenway Easement; or (iii) to use, or to grant to others the right to use the Greenway Easement.

(b) Conditions for Work. Any work or other activities conducted by the STATE within the Greenway Easement shall be conducted in compliance with all applicable laws, regulations, ordinances, and orders. The STATE shall obtain all licenses and permits required by applicable governmental authorities for the exercise of any work within the Greenway Easement. The STATE hereby covenants and agrees that in the exercise of its rights and easements hereby granted, it shall (subject to HRP's rights to perform environmental remediation under Section 2 above), at its own expense, but subject to the availability and appropriation of funds, promptly repair any damage to the Greenway Easement resulting from its acts or omissions. All work performed by the STATE in the Greenway Easement or otherwise hereunder shall be done in a good and workmanlike manner.

(c) Reasonable Care; Coordination. In exercising any rights with respect to the Greenway Easement hereunder, HRP shall exercise reasonable care to avoid or minimize the extent and duration of any interference with, or disruption of, the use of the Greenway Easement by the STATE, its employees, agents, contractors, lessees, licensees, invitees, or any other person acting through, or on behalf of, or with the consent of the STATE. The parties agree that they and their agents, contractors, designees, and employees shall coordinate all construction, maintenance, repair, and replacement activities performed within the Greenway Easement in a commercially reasonable manner, so as to avoid any undue delay, cost, or logistical issues to each other occasioned by such activities.

6. **Running of Benefits.** The provisions of this Agreement run with the land, shall be permanent obligations, and shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the parties.

7. **Notices.** All notices, consents, and other communications hereunder shall be given in writing and delivered by registered or certified mail, return receipt requested, with a copy sent via electronic mail, to the following address:

To the STATE:

State of New Jersey
Department of Environmental Protection
P.O. Box 420
Trenton, NJ 08625-0420
otpla@dep.nj.gov

To HRP:

HRP Hudson Owner, LLC
111 S. Wacker Drive, Suite 3000
Chicago, IL 60606
Attn: Anne R. Garr
agarr@hilcoglobal.com

And to:

Thomas J. O'Connor, Esq.
Waters, McPherson, McNeill, P.C.
300 Lighting Way
P.O. Box 1560
Secaucus, NJ 07096
toconnor@lawwmm.com

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights and obligations assumed pursuant to this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except for subsequent modifications reduced to writing, signed by the parties hereto and properly recorded.

10. Headings. The articles, sections, and subsection headings are not to be considered part of this Agreement, are included solely for convenience of reference, and are not intended to be full or accurate descriptions of the contents thereof.

11. Authority. The persons signing on behalf of the STATE and HRP hereby represent and warrant that they are authorized to do so.

12. Modification. There shall be no modification of this Agreement except by written instrument executed by the parties.

13. **Severability.** The invalidity of any covenant, restriction, exception, reservation, limitation or other provision set forth herein shall not impair or affect in any manner the validity, enforceability, or effectiveness of the balance of this conveyance and each covenant, restriction, reservation, exception, condition, limitation, or other provision shall be enforceable to the greatest extent permitted by law. The covenants, restrictions, exceptions, reservations, limitations, and provisions contained herein are covenants only and are not conditions, and the failure of the parties to satisfy any such covenants, restrictions, exceptions, reservations, limitations, or provisions shall not result in a forfeiture or reversion of title.

14. **Effective Date.** The obligations of the parties contained in this Agreement shall commence upon the execution of this Agreement by the STATE.

15. **Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have set their hands this 19th
day of August, 2022.

WITNESS:

STATE OF NEW JERSEY
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

BY: _____

Name: Sean D. Moriarty
Title: Deputy Commissioner

WITNESS:

☒ HRP HUDSON OWNER LLC

BY: _____

Name: Anne R. Garr
Title: Assistant Secretary

[notary acknowledgements on following pages]

Acknowledgments

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

I Daniella Brancato, a Notary Public in and for the said County, in the State aforesaid, DO
HEREBY CERTIFY that Anne R. Garr, personally known to be the Assistant Secretary of HRP
Hudson Owner LLC, a New Jersey limited liability company, and personally known to be the
same person, whose name is subscribed to the foregoing instrument, appeared before me this day
in person, and acknowledged that she signed and delivered the said instrument as her free and
voluntary act, and as the free and voluntary act and deed of said limited liability company, for
the uses and purposes therein set forth.

WITNESS MY HAND and Notary seal this 13th day of July, 2022



Daniella Brancato
Notary Public
My commission expires on: September 20, 2022

IN WITNESS WHEREOF, the undersigned have set their hands this 19th
day of August, 2022.

WITNESS:

STATE OF NEW JERSEY
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

BY: Sean D. Moriarty
Name: Sean D. Moriarty
Title: Deputy Commissioner

WITNESS:

HRP HUDSON OWNER LLC

BY: Anne R. Garr
Name: Anne R. Garr
Title: Assistant Secretary

[notary acknowledgements on following pages]

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)
) SS.:
COUNTY OF MERCER)

I CERTIFY that on August 18, 2022, Sean D. Moriarty personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Deputy Commissioner of the State of New Jersey, Department of Environmental Protection, the Grantee named in the attached document;
- (b) this person executed and delivered the attached document as the voluntary act and deed of the Grantee; and
- (c) this person was authorized to execute and deliver the attached document on behalf of the Grantee.


Notary Public

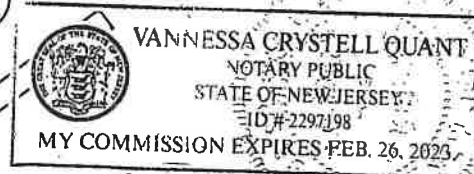
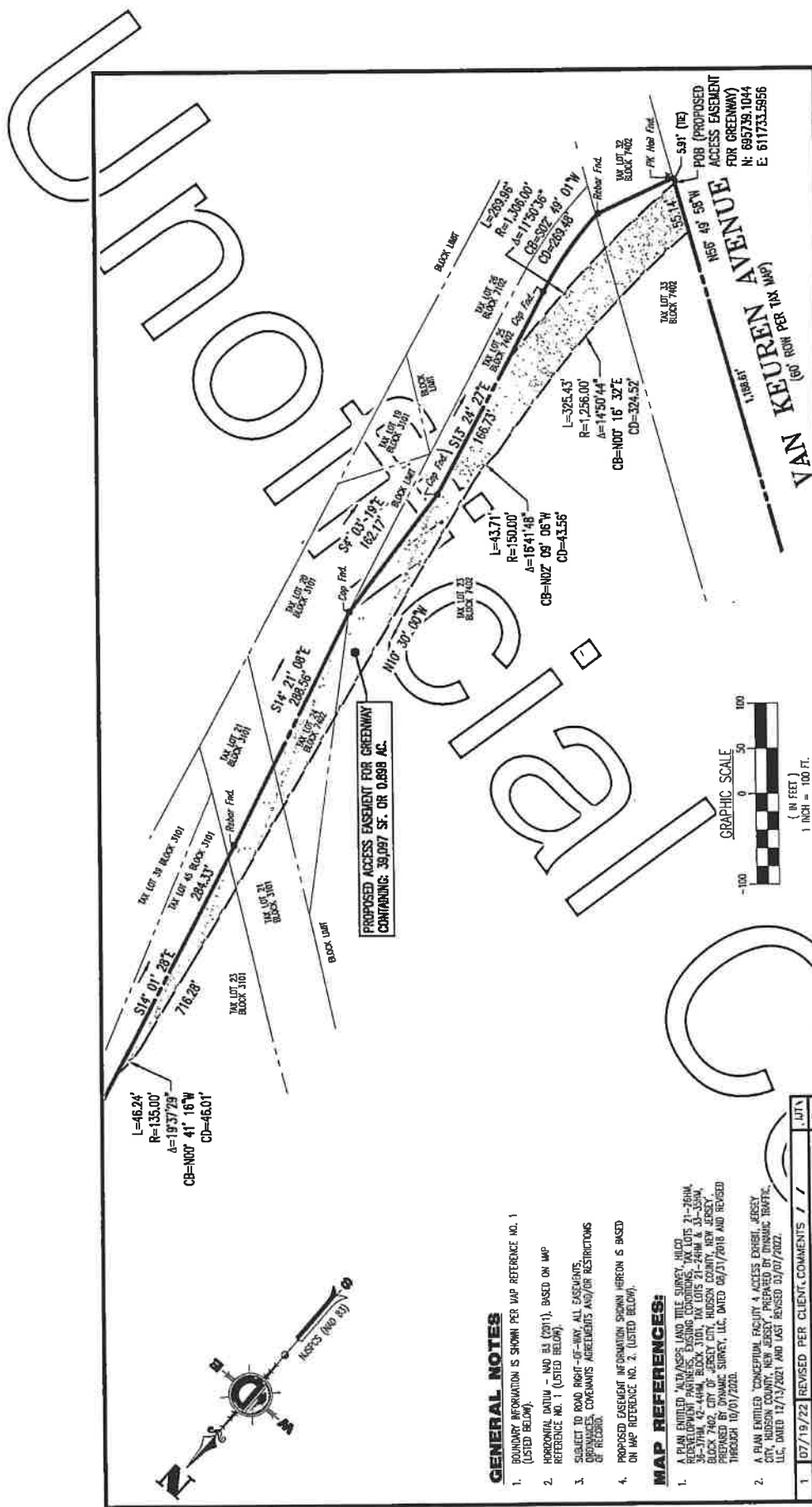


EXHIBIT A

7900 Corp
Tricia's Office



GENERAL NOTES

- BOUNDARY INFORMATION IS SHOWN PER MAP REFERENCE NO. 1 (LISTED BELOW).
- HORIZONTAL DATUM - NAD 83 (2011), BASED ON MAP REFERENCE NO. 1 (LISTED BELOW).
- SUBJECT TO ROAD RIGHT-OF-WAY, ALL EASEMENTS, EASEMENTS, COVENANTS AGREEMENTS AND/OR RESTRICTIONS OF RECORD.
- PROPOSED EASEMENT INFORMATION SHOWN HEREON IS BASED ON MAP REFERENCE NO. 2, (LISTED BELOW).

MAP REFERENCES:

- A PLAN ENTITLED "ALTA/ACSR LAND TITLE SURVEY, LOT 21-24, REDEVELOPMENT DISTRICT, BLOCK 3101, LOTS 21-24 & 25, VAN KEUREN AVENUE, CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY, PREPARED BY DYNAMIC SURVEY, LLC, DATED 05/31/2018 AND REVISED THROUGH 10/01/2020.
- A PLAN ENTITLED "CONCEPTUAL FACILITY & ACCESS DESIGN, JERSEY CITY, HUDSON COUNTY, NEW JERSEY, PREPARED BY DYNAMIC SURVEY, LLC, DATED 12/14/2021 AND LAST REVISED 01/07/2022.

Rev.	Date	Comments	By
1	07/19/22	REVISED PER CLIENT COMMENTS	JUN

EASEMENT EXHIBIT

PROJECT: HRP HUDSON OWNER, LLC
PROPOSED ACCESS EASEMENT FOR GREENWAY
 PORTION OF BLOCK 7402, LOTS 23, 24, & 25;
 PORTION OF BLOCK 3101, LOTS 21 & 23;
 CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

SCALE: 1"=100'
 SHEET NO. 1 OF 1
 DATE: 06/28/2022
 FIELD BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 06/28/2022
 REV. # 1 DEC Client Code: 2715

CRAIG BLACK
 PROFESSIONAL ENGINEER &
 LAND SURVEYOR
 NEW JERSEY LICENSE NO. 240804257400

Any copies of the original survey with an original landowner's signature and seal shall be considered to be valid. This survey was prepared in accordance with the New Jersey Professional Engineers and Land Surveyors Act. The surveyor certifies that this survey was prepared in accordance with the standards and practices of the profession. The surveyor's seal is a legal and public record. Property subject to documents of record by law.

DYNAMIC SURVEY, LLC
 1904 Main Street
 Lake Como, NJ 07719
 T: 732.749.8780 - F: 732.974.3521
 New Jersey Certificate of Authorization No. 240804257400
 www.dynamic-surveyors.com

EXHIBIT B

Unofficial Copy



Dynamic Survey, LLC
1904 Main Street
Lake Como, NJ
T. 732-749-8780

July 19, 2022

PROPOSED ACCESS EASEMENT FOR GREENWAY

Portion of Tax Lots 23, 24 & 33, Block 7402 and Tax Lots 21 & 23, Block 3101
City of Jersey City, Hudson County, New Jersey

BEGINNING at a point on the northerly sideline of Van Keuren Avenue (60' Right of Way Width per Tax Map), said point being distant 5.91 feet on a bearing of North 56 degrees 56 minutes 19 seconds West from a p/k nail found where said northerly sideline of Van Keuren Avenue is intersected by the division line between Lots 33 and 32, Block 7402, said point having NJSPCS NAD 83 State Plane coordinate values of N: 695739.1044, E: 611733.5956, and running, thence;

1. North 56 degrees 49 minutes 58 seconds West along said northerly sideline of Van Keuren Avenue, a distance of 55.14 feet to a point of non-tangent curvature in the same, thence;
2. Running through a portion of Lots 33 and 23, Block 7402 along a curve to the left having a radius of 1,256.00 feet, a central angle of 14 degrees 50 minutes 44 seconds, an arc length of 325.43 feet, a chord bearing of North 00 degrees 16 minutes 32 seconds East and a chord distance of 324.52 feet to a point of non-tangent curvature within Lot 23, Block 7402, thence;
3. Running through a portion of Lot 23, Block 7402 along a curve to the left having a radius of 150.00 feet, a central angle of 16 degrees 41 minutes 48 seconds, an arc length of 43.71 feet, a chord bearing of North 02 degrees 09 minutes 06 seconds West and a chord distance of 43.56 feet to a point of tangency in the same, thence;
4. North 10 degrees 30 minutes 00 seconds West through a portion of Lots 23 and 24, Block 7402 and Lots 21 and 23, Block 3101, a distance of 716.28 feet to a point of tangent curvature within Lot 23, Block 3101, thence;
5. Running through a portion of Lot 23, Block 3101 along a curve to the right having a radius of 135.00 feet, a central angle of 19 degrees 37 minutes 29 seconds, an arc length of 46.24 feet, a chord bearing of North 00 degrees 41 minutes 16 seconds West and a chord distance of 46.01 feet to a point on the division line between Lots 23 and 45, Block 3101, thence;
6. South 14 degrees 01 minutes 28 seconds East along the division line between Lots 23 and 45 and through a portion of Lot 21, Block 3101, a distance of 284.33 feet to a rebar found within Lot 21, Block 3101, thence;
7. South 14 degrees 21 minutes 08 seconds East through a portion of Lot 21, Block 3101 and along the division line between Lot 24, Block 7402 and Lot 20, Block 3101, a distance of 288.56 feet to a cap found on the division line between Lots 23 and 25, Block 7402, thence;

Running the following two (2) courses along said division line between Lots 23 and 25, Block 7402:

8. South 04 degrees 03 minutes 19 seconds East, a distance of 162.17 feet to a cap found, thence;
9. South 13 degrees 24 minutes 27 seconds East, a distance of 166.73 feet to a point of non-tangent curvature in the same, thence;
10. Running through a portion of Lots 23 and 33, Block 7402 along a curve to the right having a radius of 1,306.00 feet, a central angle of 11 degrees 50 minutes 36 seconds, an arc length of 269.96 feet, a chord bearing of South

www.dynamic-surveyservices.com

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08/25/2022 10:33 AM
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NUMBER OF PAGES : 16
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02 degrees 49 minutes 01 seconds West and a chord distance of 269.48 feet to the point and place of
BEGINNING.

Containing a calculated area of 39,097 square feet or 0.898 acres.

The above described property is subject to the rights and restrictions of easements, if any, being within and/or crossing the bounds as described above.

The description above is written in accordance with a plan entitled "Easement Exhibit, HRP Hudson Owner, LLC, Proposed Access Easement for Greenway, Portion of Block 7402, Lots 23, 24, & 33; Portion of Block 3101, Lots 21 & 23; City of Jersey City, Hudson County, New Jersey", prepared by Dynamic Survey, LLC, dated 06/28/2022 and revised through 07/19/2022.


Craig Black, PE & PLS
Professional Engineer & Land Surveyor
NJ License No. 24GB04257400

V:\DSURVEY PROJECTS\2715 Hilco Redevelopment Partners\99-0015 Jersey City\Design (Survey)\Legal Descriptions\Legal Description - Proposed Access Easement for Greenway.docx