

Ordinance of the City of Jersey City, N.J.

File No. Ord. 22-005
Agenda No. 3.2 (1st Reading)
Agenda No. 4.2 (2nd Reading and Final Passage)



AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT WITH FOURTEEN FLORENCE STREET CORP. (DEVELOPER) PERMITTING THE DEVELOPER TO MAKE IMPROVEMENTS ON A PORTION OF THE TWELFTH STREET PUBLIC RIGHT-OF-WAY IN AN AREA EAST OF PROVOST STREET AND CONTINUING TO AN AREA ADJACENT TO THE NORTH SIDE OF NEWPORT PARKWAY IN CONNECTION WITH THE CONSTRUCTION OF NEW PUBLIC PEDESTRIAN WALKWAY

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

WHEREAS, the Fourteen Florence Street Corp. (hereinafter the “Developer” or “Grantee”) is a corporation with offices located at 580 Marin Boulevard, Jersey City, New Jersey 07310 and is the owner of the property located at 580 Marin Boulevard, 560 Marin Boulevard, and 130-150 Twelfth Street, Jersey City, New Jersey, also identified on the Jersey City Tax Maps as Block 8901, Lots 1 and 2, and Block 7201, Lot 1 (the “Developer Property”)(See Exhibit A – Tax Maps; and Exhibit B – aerial photograph of the Deed of Easement attached hereto), which is located within the Newport Redevelopment Plan (the “Redevelopment Plan”) area; and

WHEREAS, the City of Jersey City (hereinafter the “City” or “Grantor”) possesses rights-of-way through all public streets, thoroughfares and sidewalks located within its borders; and

WHEREAS, the portion of Twelfth Street located east of Marin Boulevard is a public street located within the borders of the City; and

WHEREAS, pursuant to a Resolution for the Preliminary and Final Site Plan Approval, Case #P17-025, the Jersey City Planning Board granted approval to develop the Developer Property with two separate residential towers with a total of up to seven hundred fifty (750) residential units, over commercial uses and parking garages (the “Development”) (See Exhibit C of the Deed of Easement); and


WHEREAS, the Development will likely result in the increased use of the streets surrounding the Property by pedestrians; and

WHEREAS, there is available public transportation, retail and commercial uses located along Washington Boulevard, which is located just to the east of the Development; and

WHEREAS, the Developer has offered to construct, at its sole cost, a public pedestrian walkway (“the Pedestrian Mall Improvements”) along a portion of the existing Twelfth Street right-of-way, which will commence adjacent to the Development on Lots 1 and 2 in Block 8901, and continue east along a portion of Twelfth Street adjacent to Lot 1 in Block 8902 and terminating adjacent to the north side of Newport Parkway (the “Easement Area”), as depicted in the attached map (See Exhibit D of the Deed of Easement) and as more particularly described in the attached metes and bounds description (See Exhibit E of the Deed of Easement); and

WHEREAS, the Developer will be solely responsible for the construction within the Easement Area of the Pedestrian Mall Improvements, the maintenance of the Pedestrian Mall, and all liability associated with the construction and maintenance of the Pedestrian Mall; and

APPROVED AS TO LEGAL FORM



Business Administrator



Corporation Counsel

An ordinance authorizing the execution of a deed of easement with fourteen florence street corp. (developer) permitting the developer to make improvements on a portion of the twelfth street public right-of-way in an area east of provost street and continuing to an area adjacent to the north side of newport parkway in connection with the construction of new public pedestrian walkway

WHEREAS, upon the completion and acceptance by the City of the Pedestrian Mall Improvements, the City shall take all municipal action required under N.J.S.A. 40:56-69 to close the Easement Area to vehicular traffic and open the Easement Area as a public pedestrian plaza; and

WHEREAS, the final plan for the Pedestrian Mall Improvements, which are attached hereto as a concept plan in Exhibit F of the Deed of Easement, shall be subject to the review and approval by the Municipal Engineer, the Division of Planning, and the Port Authority of New York and New Jersey (“Port Authority”); and

WHEREAS, the property located directly adjacent to the proposed Pedestrian Mall, Lot 1 in Block 8902 and the Twelfth Street entrance to the Holland Tunnel is owned and/or controlled by the Port Authority; and

WHEREAS, the Developer has secured or will secure the necessary agreements and permissions from the Port Authority and any other necessary governmental authority for the construction of the Pedestrian Mall Improvements; and

WHEREAS, the Parties desire to enter into an agreement requiring the Developer to construct the Pedestrian Mall Improvements within the Easement Area and for the Developer (and any future owners of the Project) to supplement the maintenance services program performed by the City and other governmental agencies within the Pedestrian Mall Area, and to provide mutual easements in connection therewith; and

WHEREAS, if the Pedestrian Mall Improvements are not completed within five (5) years from the effective date of this Ordinance, then the Developer's/Grantee's rights under the Deed of Easement shall lapse and the Deed of Easement shall terminate; and

WHEREAS, the Parties hereto desire to enter into this Deed of Easement for the purpose of memorializing the responsibilities of each relative to the Easement Area; and

WHEREAS, the City is authorized to execute the Deed of Easement pursuant to N.J.S.A. 40A:12-5 and N.J.S.A. 40A:12A-1 et seq.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- 1) the above recitals are incorporated herein by reference; and
- 2) subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Deed of Easement with Fourteen Florence Street Corp. which is attached hereto and affects the portion of Twelfth Street located east of Provost Street and continuing east to an area adjacent to the north side of Newport Parkway.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk 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.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
poses of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

Ord. 22-005

An ordinance authorizing the execution of a deed of easement with fourteen florence street corp. (developer) permitting the developer to make improvements on a portion of the twelfth street public right-of-way in an area east of provost street and continuing to an area adjacent to the north side of newport parkway in connection with the construction of new public pedestrian walkway

An ordinance authorizing the execution of a deed of easement with fourteen florence street corp. (developer) permitting the developer to make improvements on a portion of the twelfth street public right-of-way in an area east of provost street and continuing to an area adjacent to the north side of newport parkway in connection with the construction of new public pedestrian walkway

RECORD OF COUNCIL VOTE ON INTRODUCTION – Jan 26 2022						
RIDLEY	AYE	SALEH	AYE	DEGISE	AYE	9-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES	AYE	

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING – Feb 9 2022						
RIDLEY	AYE	SALEH	AYE	DEGISE	AYE	9-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES.	AYE	

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY –						
RIDLEY		SALEH		DEGISE		
PRINZ-AREY		SOLOMON		RIVERA		
BOGGIANO		GILMORE		WATTERMAN, PRES.		

RECORD OF FINAL COUNCIL VOTE – Feb 9 2022						
RIDLEY	AYE	SALEH	AYE	DEGISE	AYE	9-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES.	AYE	

Adopted on first reading of the Council of Jersey City, N.J. on **Jan 26 2022**

Adopted on second and final reading after hearing on **Feb 9 2022**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on Feb 9 2022



City Clerk



Joyce E. Watterman, President of Council
Approved: Feb 9 2022



Steven M. Fulop, Mayor
Date to Mayor: Feb 10 2022
Approved: Feb 10 2022

Ord. 22-005

An ordinance authorizing the execution of a deed of easement with fourteen florence street corp. (developer) permitting the developer to make improvements on a portion of the twelfth street public right-of-way in an area east of provost street and continuing to an area adjacent to the north side of newport parkway in connection with the construction of new public pedestrian walkway

FACT SHEET -

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

Project Manager

Matt Ward, Supervising Planner	547-5010	MWard@jcnj.org
Division	Division of City Planning	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

Purpose

Authorizes a deed of easement with the developer (Fourteen Florence Street Corp.) for the construction of the 12th Street Pedestrian Mall

Cost (Identify all sources and amounts)

N/A

Contract term (include all)

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ATTACHMENTS:

Deed of Easement (5)

Approved by
Tanya Marione, Director of Planning
Annisia Cialone, HEDC Director
Ray Reddington, Attorney
John Metro, Acting Business Administrator

Status:
Approved - Dec 23 2021
Approved - Jan 05 2022
Approved - Jan 10 2022
Approved - Jan 18 2022

Record and Return to:
City of Jersey City
City Hall
280 Grove Street
Jersey City, NJ 07302
Attn.: Raymond Reddington, Esq.

Prepared by:

CHARLES J. HARRINGTON, III, ESQ.

**DEED OF EASEMENT AFFECTING A PORTION OF TWELFTH STREET
EAST OF PROVOST STREET AND CONTINUING EAST TO AN AREA
ADJACENT TO THE NORTH SIDE OF NEWPORT PARKWAY**

This Agreement made as of this ____ day of _____, 2022 by and between The Fourteen Florence Street Corp., a New Jersey limited liability company (the “Developer” or “Grantee”) and the City of Jersey City (the “City” or “Grantor”)(collectively the “Parties”),

WHEREAS, the Fourteen Florence Street Corp. (hereinafter the “Developer” or “Grantee”) is a corporation with offices located at 580 Marin Boulevard, Jersey City, New Jersey 07310 and is the owner of the property located at 580 Marin Boulevard, 560 Marin Boulevard, and 130-150 Twelfth Street, Jersey City, New Jersey, also identified on the Jersey City Tax Maps as Block 8901, Lots 1 and 2, and Block 7201, Lot 1 (the “Developer Property”)(See Exhibit A – Tax Maps; and Exhibit B – aerial photograph), which is located within the Newport Redevelopment Plan (the “Redevelopment Plan”) area; and

WHEREAS, the City of Jersey City (hereinafter the “City” or “Grantor”) possesses rights-of-way through all public streets, thoroughfares and sidewalks located within its borders; and

WHEREAS, Twelfth Street east of Marin Boulevard is currently a public street located within the borders of the City; and

WHEREAS, pursuant to a Resolution for the Preliminary and Final Site Plan Approval, Case #P17-025, the Jersey City Planning Board granted approval to develop the Developer Property with two separate residential towers with a total of up to seven hundred fifty (750) residential units, over commercial uses and parking garages (the “Development”) (Exhibit C); and

WHEREAS, the Development will likely result in the increased use of the streets surrounding the Property by pedestrians; and

WHEREAS, there is available public transportation, retail and commercial uses located along Washington Boulevard, which is located just to the east of the Development; and

WHEREAS, the Developer has offered to construct, at its sole cost, a public pedestrian walkway (“the Pedestrian Mall Improvements”) along a portion of the existing Twelfth Street right-of-way, which will commence adjacent to the Development on Lots 1 and 2 in Block 8901, and continue east along a portion of Twelfth Street adjacent to Lot 1 in Block 8902 and terminating at an area adjacent to the north side of Newport Parkway (the “Easement Area”), as depicted in the attached

map (Exhibit D) and as more particularly described in the attached metes and bounds description (Exhibit E); and

WHEREAS, the Developer will be solely responsible for the construction within the Easement Area of the Pedestrian Mall Improvements, the maintenance of the Pedestrian Mall, and all liability associated with the construction and maintenance of the Pedestrian Mall; and

WHEREAS, upon the completion and acceptance by the City of the Pedestrian Mall Improvements, the City shall take all municipal action required under N.J.S.A. 40:56-69 to close the Easement Area to vehicular traffic and open the Easement Area as a public pedestrian plaza; and

WHEREAS, the final plan for the Pedestrian Mall Improvements, which are attached hereto as a concept plan in Exhibit F, shall be subject to the review and approval by the Municipal Engineer, the Division of Planning, and the Port Authority of New York and New Jersey (“Port Authority”); and

WHEREAS, the property located directly adjacent to the proposed Pedestrian Mall, Lot 1 in Block 8902 and the Twelfth Street entrance to the Holland Tunnel (“Port Authority Property”), is owned and/or controlled by the Port Authority; and

WHEREAS, the Developer has secured or will secure the necessary agreements and permissions from the Port Authority and any other necessary governmental authority for the construction of the Pedestrian Mall Improvements; and

WHEREAS, the Parties desire to enter into an agreement requiring the Developer to construct the Pedestrian Mall Improvements within the Easement Area and for the Developer (and any future owners of the Project) to supplement the maintenance services program performed by the City and other governmental agencies within the Pedestrian Mall Area, and to provide mutual easements in connection therewith; and

WHEREAS, the Parties hereto desire to enter into this agreement for the purpose of memorializing the responsibilities of each relative to the Easement Area.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree hereto as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein as part of the Agreement between the Grantor and the Grantee.
2. **Grant of Temporary Construction Easement.** Grantor does hereby give, grant, convey and assign unto Grantee, its successors, assigns, agents, contractors, engineers, consultants and/or designees, a temporary construction easement in, over, upon, and across the Easement Area upon the following terms and conditions. Grantor grants to the Grantee the temporary right to enter upon the Easement Area with personnel, equipment and materials to undertake and complete the Pedestrian Mall Improvements. This temporary right shall commence upon written notification

from the Grantor and shall terminate upon completion of said work, subject, however, to all public utility easements, recorded or unrecorded, affecting the herein described premises. Grantee shall provide fourteen (14) days' written notification to the Grantor prior to the commencement of work.

3. **Purpose of Temporary Construction Easement.**

(a) The Temporary Construction Easement shall include the right of the Grantee, its successors, assigns, agents, contractors, engineers, consultants and/or designees, as the case may be, on foot and with vehicles and lightweight machinery to enter and re-enter the Easement Area for the purpose of constructing the Pedestrian Mall Improvements in accordance with the final plans for the Pedestrian Mall Improvements that are approved by the Jersey City Division of Planning, the Jersey City Engineering Department, and the Port Authority of New York and New Jersey, and which might require a final site plan approval by the Jersey City Planning Board.

4. **Duration of Temporary Construction Easement and Assignment of Rights.** The Temporary Construction Easement shall commence upon written notification from the Grantor, and shall terminate upon completion of work necessary to construct the Pedestrian Mall Improvements. Should the duration need to be extended for cause as determined by Grantee, the Grantor shall not unreasonably withhold, delay, or condition its consent to an extension.

5. **Grant of Permanent Access Easement.**

- a. The Grantor hereby grants and conveys to the Grantee, its successors and assigns, a non-exclusive easement on, across and under the Easement Area for the purpose of operating, maintaining, repairing and replacing the Pedestrian Mall Improvements.
- b. This Agreement will be effective commencing the date of its execution by the City.
- c. The easement is granted subject to restrictions and easements of record which have been recorded against the Easement Area in the Office of the Register of Hudson County prior to the recording of this Agreement.

6. **Term.** The Access Easement herein granted shall commence as of the date this Agreement is executed by the City and shall continue in perpetuity.

7. **Protection and Restoration of Easement Area.** Grantee agrees that when it opens or disturbs the surface or any part of the Easement Area after completing the construction of the Pedestrian Mall Improvements, Grantee will take all necessary measures to protect the Easement Area. Grantee will, at its own expense, restore the Easement Area to substantially the same condition as existed prior to any construction or maintenance activity performed by the Grantee.

8. Acceptance of the Pedestrian Mall Improvements. The City's acceptance of the Pedestrian Mall Improvements shall be conditioned upon the following:

(a) The completion by the Grantee of the Pedestrian Mall Improvements in accordance with the final plans for the Pedestrian Mall Improvements that are approved by the Jersey City Division of Planning, the Jersey City Engineering Department, and the Port Authority of New York and New Jersey, and which might require a final site plan approval by the Jersey City Planning Board; and

(b) An inspection by the Jersey City Engineering Division and/or Jersey City Architectural Division which shall not be unreasonably delayed or withheld followed by the issuance of a written memorandum confirming that the Pedestrian Mall Improvements have been completed in accordance with the final plans for the Pedestrian Mall Improvements that are approved by the Jersey City Division of Planning, the Jersey City Engineering Department, and the Port Authority of New York and New Jersey, and which might require a final site plan approval by the Jersey City Planning Board.

9. Maintenance of the Pedestrian Mall Improvements. Grantee shall maintain the Pedestrian Mall Improvements at its sole cost and expense. The Grantee hereby agrees to perform, or cause the performance of the following services (the "Supplemental Services") in the Easement Area:

(a) Removing trash from the Easement Area, including planters, once a day, or as reasonably needed;

(b) Emptying trash receptacles at the Easement Area once a day, or as reasonably needed;

(c) Maintaining and replacing all planted material installed by the Grantee in the Easement Area pursuant to the Site Plan Approval;

(d) Repairing and replacing all concrete, pavers, benches, planters, bollards, trash disposal receptacles, lighting and other improvements installed in the Easement Area by the Grantee pursuant to the Site Plan Approval with the same color, type, and quality improvements and materials that are required by the Site Plan Approval;

(e) Maintaining, repairing, and replacing as needed all paving installed by the Grantee in the Easement Area pursuant to the Site Plan Approval using the same color, type, and quality improvements and materials that are required by the Site Plan Approval;

(f) Providing pest control, as reasonably needed;

(g) Washing the Easement Area by hose, if practical, once weekly, or as reasonably needed, or at the Grantee's sole discretion causing the Easement Area to be cleaned by other means once a week or as reasonably needed;

(h) Periodically removing postings throughout the Easement Area;

(i) Snow and ice removal, as reasonably needed and in compliance with Section 296-1.2 and Section 296-3 of the JC Municipal Code which govern the removal of snow and ice from the public sidewalks; and

Paragraphs (a) through (i) are hereinafter collectively referred to as the "Supplemental Services".

The Supplemental Services will be performed by the Grantee between 8 a.m. and 6 p.m., or as may be extended at the sole and absolute discretion of the Grantee, seven (7) days a week. The Supplemental Services will be performed at the sole cost and expense of the Grantee. The cost of the concrete, pavers, benches, planters, bollards, trash disposal receptacles and lighting and other improvements installed by the Grantee pursuant to the Site Plan Approval shall be paid for by the Grantee. The cost of all utilities required to provide the Supplemental Services shall be paid for by the Grantee.

10. Termination. The Grantee shall open the Pedestrian Mall Improvements and shall commence performing the Supplemental Services on the completion of the Pedestrian Mall Improvements and shall continue so long as the Pedestrian Mall Improvements exist. The Pedestrian Mall Improvements shall be completed no later than five (5) years from the effective date of the City Ordinance authorizing this Deed of Easement and the construction of the Pedestrian Mall Improvements. If the Pedestrian Mall Improvements are not completed within the time frame set forth herein in this Paragraph no. 10, then the Developer's/Grantee's rights under this Deed of Easement and this Deed of Easement shall lapse and this Deed of Easement shall be deemed terminated.

11. There is no obligation on the part of the Grantor to maintain or otherwise improve the Pedestrian Mall. Grantee shall be responsible to maintain, repair and/or replace all the Pedestrian Mall Improvements within said Easement Area. In the event the Grantee shall fail to comply with its obligations under this Agreement (whether intentional or not), the City shall have the right to request that the Jersey City Zoning Officer issue a zoning violation including a fine, summons or citation to the Grantee. The amount of any fine shall not exceed the reasonable cost to cure the Grantee's failure to perform its obligations under this Agreement. Any fine shall be waived by the Jersey City Zoning Officer, if the Grantee promptly complies with its obligations under this Agreement. In the event that the Grantee receives three (3) or more summons or citations from the Jersey City Zoning Officer in any consecutive twelve (12) month period, then the City shall be entitled to demand that the Grantee provide a \$50,000.00 maintenance bond to secure its obligations under this Agreement (the "Bond"). Following the Grantee's delivery of the Bond to the City, in the event the Grantee fails to comply with its obligations under this Agreement (whether intentional or not), the City shall have the right either to request that the Jersey City

Zoning Officer issue a zoning violation as described above, or after giving the Grantee fourteen (14) days written notice [seven (7) days with respect to the requirements of paragraphs 3(a) and 3(b)] to cure such non-compliance, to use the Bond to remedy the Grantee's non-compliance with this Agreement. In the event that the City draws down on the Bond, it shall provide written notice to the Grantee and the Grantee shall be required to replenish the Bond to the full amount. The foregoing remedies shall be in addition to any other remedies available to the City and the Jersey City Zoning Officer, at law or in equity. However, under no circumstances shall the City or the Jersey City Zoning Officer be entitled to revoke the Site Plan Approval of the Certificate of Occupancy for the Project.

12. The Developer stipulates that the City may treat the Developer as the owner of the Pedestrian Mall Area for the sole purpose of issuing a summons or citation to the Developer in the event the Developer fails to perform the Supplemental Services. This stipulation has been agreed to by the Developer for the sole purpose of providing the City with a remedy in the event that the Developer fails to perform the Supplemental Services. This stipulation shall not impose any other obligations, burdens, or presumptions of ownership of any kind whatsoever on the Developer.

13. **Indemnification.** The Developer shall indemnify, defend and hold harmless the City, its employers, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of any kind whatsoever sustained by employees, agents, or subcontractors of the Developer in the construction of the Pedestrian Mall Improvements and in the performance of the Supplemental Services so long as such claim, damage, or injury is not attributable to the negligent or willful acts or omissions of the City in connection with its ownership of the Pedestrian Mall.

14. **Insurance.** Grantee and any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with the Grantee's obligation to construct the Pedestrian Mall Improvements and to perform the Supplemental Services. Grantee shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000) Dollars, which shall name the Grantor and any officer, employee, or agent of the Grantor as additional insureds.

15. The City shall cause the formation of a committee (the "Oversight Committee") for the purpose of reviewing the Developer's compliance in performing the Supplemental Services. The Oversight Committee shall consist of a representative of the City, the Special Improvement District (SID) (or a similar agency, if a SID does not exist) and the Port Authority of New York and New Jersey, if available. In the event the Oversight Committee determines that the Developer is not in compliance with the Supplemental Services, the Oversight Committee shall report same to the City.

16. The word "Grantee" as used in this Easement shall mean any and all persons who lawfully succeed to the rights and responsibilities of the Grantee, including, but not limited to, its heirs, executors, administrators, personal or legal representatives, successors and assigns.

17. This Easement and the conditions, covenants and promises herein contained are intended to be covenants running with the land. This Easement shall endure perpetually and shall be binding upon the heirs, executors, administrators, personal and legal representatives, successors in interest, licensees and assigns of the respective parties.

18. The promises made in this Easement are legally binding upon the Grantor and Grantee and all who lawfully succeed to the Grantor's and Grantee's rights and responsibilities.

19. The terms and conditions set forth in this Easement may not be abrogated, modified, rescinded, or amended, in whole or in part, unless done so by written instrument executed by both Grantor and Grantee and recorded in the office of the Clerk of the County of Hudson.

20. If any one or more of the provisions contained in this Easement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. The entire agreement between the Parties is expressly set forth in this Easement, and the Parties are not bound by any agreements, understandings, provisions, conditions, representations or warranties other than those expressly set forth herein.

22. This Easement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

23. **Notices.** All notices, consents, and other communications hereunder shall be given in writing and delivered by registered or certified mail, return receipt requested, to the following addresses:

- (a) To the Developer at:
The Fourteen Florence Street Corp.
C/O Michael Mecca
580 Marin Boulevard
Jersey City, New Jersey 07302
Telephone No. (201) 792 - 5866

With a copy to:

Charles J. Harrington, Esq.
Connell Foley LLP
185 Hudson Street, Suite 2510
Jersey City, New Jersey 07311
Telephone No. (201) 521-1000

(b) To the City at:

Jersey City Corporation Counsel
Law Department
280 Grove Street
Jersey City, New Jersey 07302
(201) 547-1000

Either party may, by notice given hereunder, designate further or different addresses or telephone numbers to which subsequent notices, consents and communications should be made or delivered.

24. Nothing herein is intended to release the Developer from complying with municipal trash removal and refuse disposal codes applicable to the sidewalk immediately adjacent to the Project.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Developer and the City have caused this Agreement to be executed and attested, all as of the date first above written.

WITNESS: THE FOURTEEN FLORENCE STREET CORP.

By: _____ By: _____

WITNESS: CITY OF JERSEY CITY

Sean Gallagher, City Clerk _____ John Metro, Business Administrator _____

ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE

STATE OF NEW JERSEY)
) S.S.
COUNTY OF HUDSON)

I CERTIFY that on _____, 2022 _____,
personally came before me and acknowledged under oath, to my satisfaction, that this person (or if
more than one, each person):

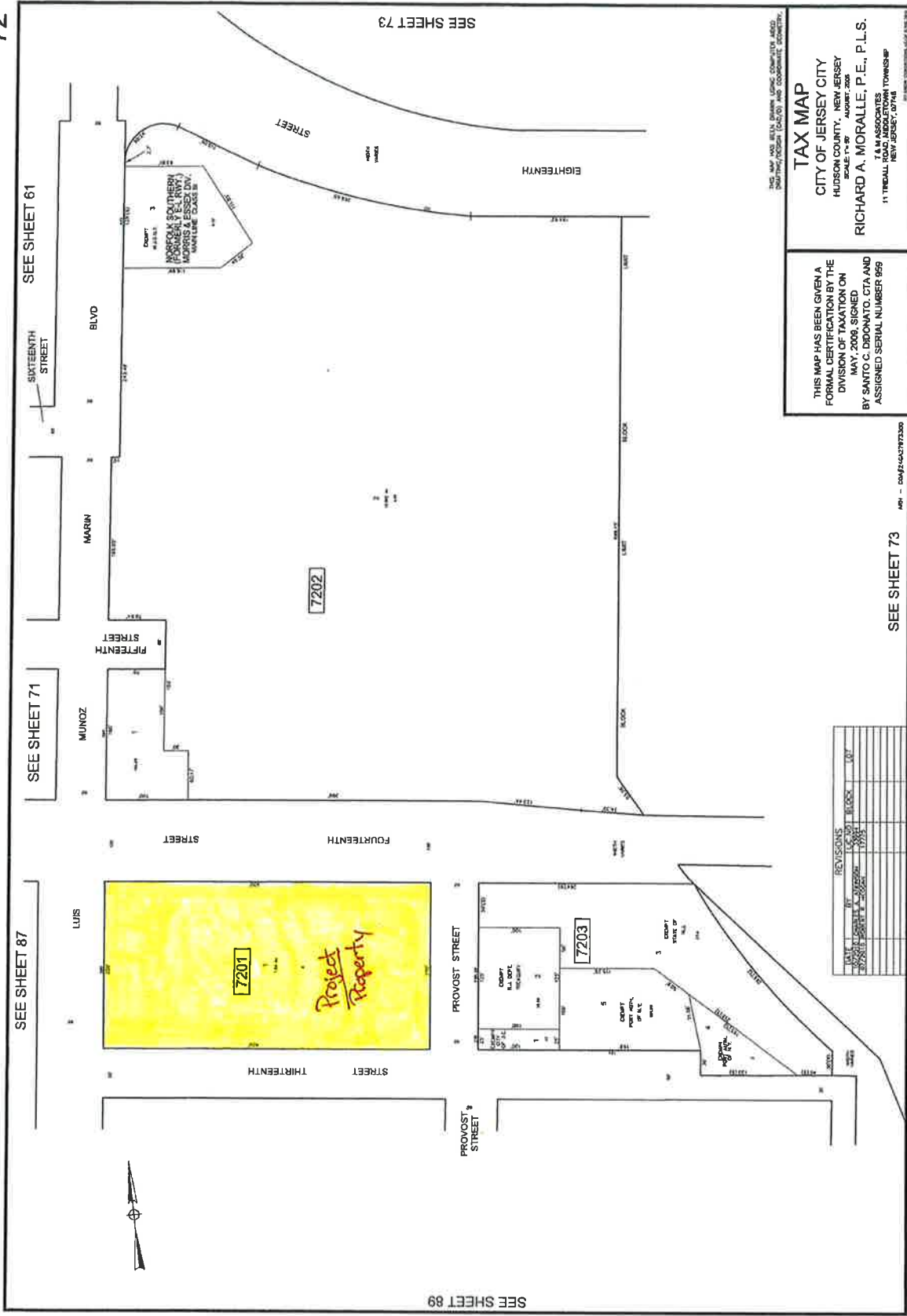
- (a) is named in and personally signed this Agreement; and
 - (b) signed, sealed and delivered this Agreement as his or her act or deed;
 - (c) is the Business Administrator of the City of Jersey, a party hereto.
- _____

STATE OF NEW JERSEY)
) S.S.
COUNTY OF HUDSON)

I CERTIFY that on _____, 2022 _____,
personally came before me and acknowledged under oath, to my satisfaction, that this person (or if
more than one, each person) is an authorized representative of The Fourteen Florence Street Corp.
and:

- (a) is named in and personally signed this Agreement; and
 - (b) signed, sealed and delivered this Agreement as his or her act or deed;
 - (c) is the _____ of The Fourteen Florence Street Corp.
- _____

EXHIBIT A



THIS MAP HAS BEEN GIVEN A FORMAL CERTIFICATION BY THE DIVISION OF TAXATION ON MAY, 2008 SIGNED BY SANTO C. DEONATO, CTA AND ASSIGNED SERIAL NUMBER 869

TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 SCALE 1" = 80'
 AUGUST, 2008
 RICHARD A. MORALLE, P.E., P.L.S.
 T & M ASSOCIATES
 11 TREDGILL ROAD, MIDDLETOWN TOWNSHIP
 NEW JERSEY, 07068

DATE	BY	REVISIONS
08/20/08	SA	ISSUE BLOCK
08/20/08	SA	REVISIONS
08/20/08	SA	REVISIONS
08/20/08	SA	REVISIONS
08/20/08	SA	REVISIONS
08/20/08	SA	REVISIONS
08/20/08	SA	REVISIONS
08/20/08	SA	REVISIONS
08/20/08	SA	REVISIONS
08/20/08	SA	REVISIONS

EXHIBIT B



EXHIBIT C

RESOLUTION OF THE PLANNING BOARD OF THE CITY OF JERSEY CITY

APPLICANT: THE FOURTEEN FLORENCE STREET CORP.
FOR: PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL
580 MARIN BOULEVARD, 560 MARIN BOULEVARD AND 130-150 12TH
STREET, JERSEY CITY, NEW JERSEY
BLOCK 8901, LOTS 1 AND 2
BLOCK 7201, LOT 1
CASE NO.: P17-025

WHEREAS, the Applicant, **THE FOURTEEN FLORENCE STREET CORP.**, (the "Applicant"), per **CONNELL FOLEY, LLC** (Charles J. Harrington, III, Esq., appearing) made application to the Planning Board of the City of Jersey City, County of Hudson and State of New Jersey, for Preliminary and Final Site Plan Approval, to wit: Calendar No. P17-025, for approval to develop a phased mixed use development that will consist of two separate residential towers with a total of up to seven hundred fifty (750) residential units, over commercial uses and garages, in connection with the property identified as located at 580 Marin Boulevard, 560 Marin Boulevard and 130-150 12th Street, Jersey City, New Jersey and is also identified on the Jersey City Tax Maps as Block 8901, Lots 1 and 2 (560 Marin Boulevard and 130-150 12th Street), and Block 7201, Lot 1 (580 Marin Boulevard) (cumulatively the "Property"); and

WHEREAS, due notice of a hearing on the above said application before the Planning Board of the City of Jersey City, on August 15, 2017, at 5:30 p.m., was duly published as prescribed in the Zoning Ordinance of the City of Jersey City; and

WHEREAS, the application was heard by the Jersey City Planning Board on August 15, 2017; and

WHEREAS, the Applicant has submitted proof that it has complied with the applicable procedural requirements including the payment of fees and public notices; and

WHEREAS, all testimony having been formally heard for this application; and

WHEREAS, after consideration of the application, the plans, the expert reports, and the expert testimony presented at the meeting on behalf of the Applicant, the recommendations of the Division of Planning staff, and the comments and testimony of the public, the Planning Board has made the following findings of facts:

FINDINGS OF FACT

1. The Applicant, The Fourteen Florence Street Corp., filed an application for Preliminary and Final Major Site Plan approval for approval to develop a phased mixed use development that will consist of two separate residential towers with a total of up to seven hundred fifty (750) residential units, over commercial uses and garages, in connection with the property identified as located at 580 Marin Boulevard, 560 Marin Boulevard and 130-150 12th Street, Jersey City, New Jersey and is also identified on the Jersey City Tax Maps as Block 8901, Lots 1 and 2 (560 Marin Boulevard and 130-150 12th Street), and Block 7201, Lot 1 (580 Marin Boulevard) (cumulatively the "Property").
2. Block 7201 is 1.84 acres, and Block 8901 is 1.92 acres, for a total of 3.76 acres. The Property is located within the Community Commercial District of the Newport Redevelopment Plan ("Redevelopment Plan").
3. The Applicant is proposing a phased development of the Property. One phase of development will consist of the development of Block 8901, Lots 1 and 2 (560 Marin Boulevard and 130-150 12th Street; "Block 8901 Phase"), and the other phase of development will consist of Block 7201, Lot 1 (580 Marin Boulevard; "Block 7201 Phase"). The Applicant has not determined which phase of development will be the initial phase of development.
4. The Property is located between the entrance and exit of the Holland Tunnel entrance and exit (12th Street and 14th Street)— located across the street from the Home Depot.
5. The respective phases of development will consist of a residential tower over a base that will consist of a parking garage and commercial uses, including but not limited to office and retail uses, as permitted by the Redevelopment Plan.
6. The Block 8901 Phase is proposed to be a fifty-nine (59) story tower with up to three

hundred eighty three (383) residential units, with one hundred twenty thousand (120,000) square feet of commercial space, and five hundred seventy three (573) parking spaces within the garage.

7. The Block 7201 Phase is proposed to be a fifty-seven (57) story tower with up to three sixty seven (367) residential units, with one hundred twenty thousand (120,000) square feet of commercial space, and four hundred ninety eight (498) parking spaces within the garage.

8. The project will include also include the widening of Marin Boulevard to add an additional lane of traffic. The Applicant will coordinate the reconfiguration/adjustments of Marin Boulevard as a result of the widening with The Port Authority of NY and NJ ("PA"), which has jurisdiction of the adjacent roadways.

9. The Applicant is proposing an entrance and exit to the garage of the Block 7201 Phase from 14th Street. The Applicant has agreed to redesign this entrance to provide a separation of the entrance to the garage and exit from the garage through an "English" style design (the entrance occurs first; and the exit occurs second). The Applicant has agreed to further review this condition with the PA.

10. The Applicant confirmed that there will not be any ingress and egress from Provost Street to 12th Street and 14th Street except as is necessary by the PA for their operations related to the Holland Tunnel and their adjacent property. The Applicant will coordinate with the PA to provide for appropriate barriers to prevent the general public from egress/ingress, but to permit the PA ingress/egress as necessary.

11. The Applicant presented, and the Planning Board heard, the testimony of three (3) witnesses: Joseph Mele, PE of Dresdner Robin Engineering; John McCormack of Sam Schwartz Engineering; and Theodore Hammer of Mancini Duffy, all of whom were accepted as experts in their respective fields.

12. The Planning Board accepts and agrees with the testimony and conclusions of the Applicant's experts.

13. The Applicant proposed development conforms to the regulations of the Redevelopment

Plan.

NOW, THEREFORE, BE IT RESOLVED that the Planning Board of the City of Jersey City, County of Hudson and State of New Jersey, for the foregoing reasons, approves the within application for Final Major Site Plan Approval, to wit: Calendar No. P17-025, for Preliminary and Final Site Plan Approval, to wit: Calendar No. P17-025, for approval to develop a phased mixed use development that will consist of two separate residential towers with a total of up to seven hundred fifty (750) residential units, over commercial uses and garages, in connection with the property identified as located at 560 and 580 Marin Boulevard and 130-150 12th Street, Jersey City, New Jersey and is also identified on the Jersey City Tax Maps as Block 8901, Lots 1 and 2, and Block 7201, Lot 1; in accordance with the plans and testimony submitted to the Planning Board of the City of Jersey City, subject to the following conditions:

1. The Applicant shall provide the Division of Planning with an executed form of easement agreement for the benefit of the public for the new sidewalk areas within the Applicant's property acceptable in form by the Jersey City Law Department.
2. The Applicant shall post a bond with the City of Jersey City in an amount satisfactory to the Jersey City Engineering Department for all roadway improvements including the widening of Marin Boulevard prior to the filing of an application for any building permits.
3. The Applicant shall continue to work with the Port Authority during the development process to coordinate the development and construction process.

APPLICANT: THE FOURTEEN FLORENCE STREET CORP.
FOR: PREMINARY AND FINAL MAJOR SITE PLAN APPROVAL
580 MARIN BOULEVARD, 560 MARIN BOULEVARD AND 130-150 12TH
STREET, JERSEY CITY, NEW JERSEY
BLOCK 8901, LOTS 1 AND 2
BLOCK 7201, LOT 1

CASE NO.: P17-025

VOTE: 6 - 0 - 1


COMMISSIONER:	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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Christopher Langston, Chairman			X	
Dr. Orlando Gonzalez, Vice-Chairman	X			
John Seborowski, Commissioner	X			
Allison Solowsky, Commissioner	X			
Edwardo Torres, Commissioner	X			
Arnold Bettinger, Commissioner	X			
Eric Fleming, Commissioner	X			


CHRISTOPHER LANGSTON, CHAIRMAN
JERSEY CITY PLANNING BOARD


MATTHEW WARD, SECRETARY
JERSEY CITY PLANNING BOARD

APPROVED AS TO LEGAL FORM:


CHRISTOPHER HARRIOTT, ESQ.

DATE OF HEARING:

August 15, 2017

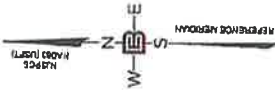
DATE OF MEMORIALIZATION:

September 12, 2017

EXHIBIT D

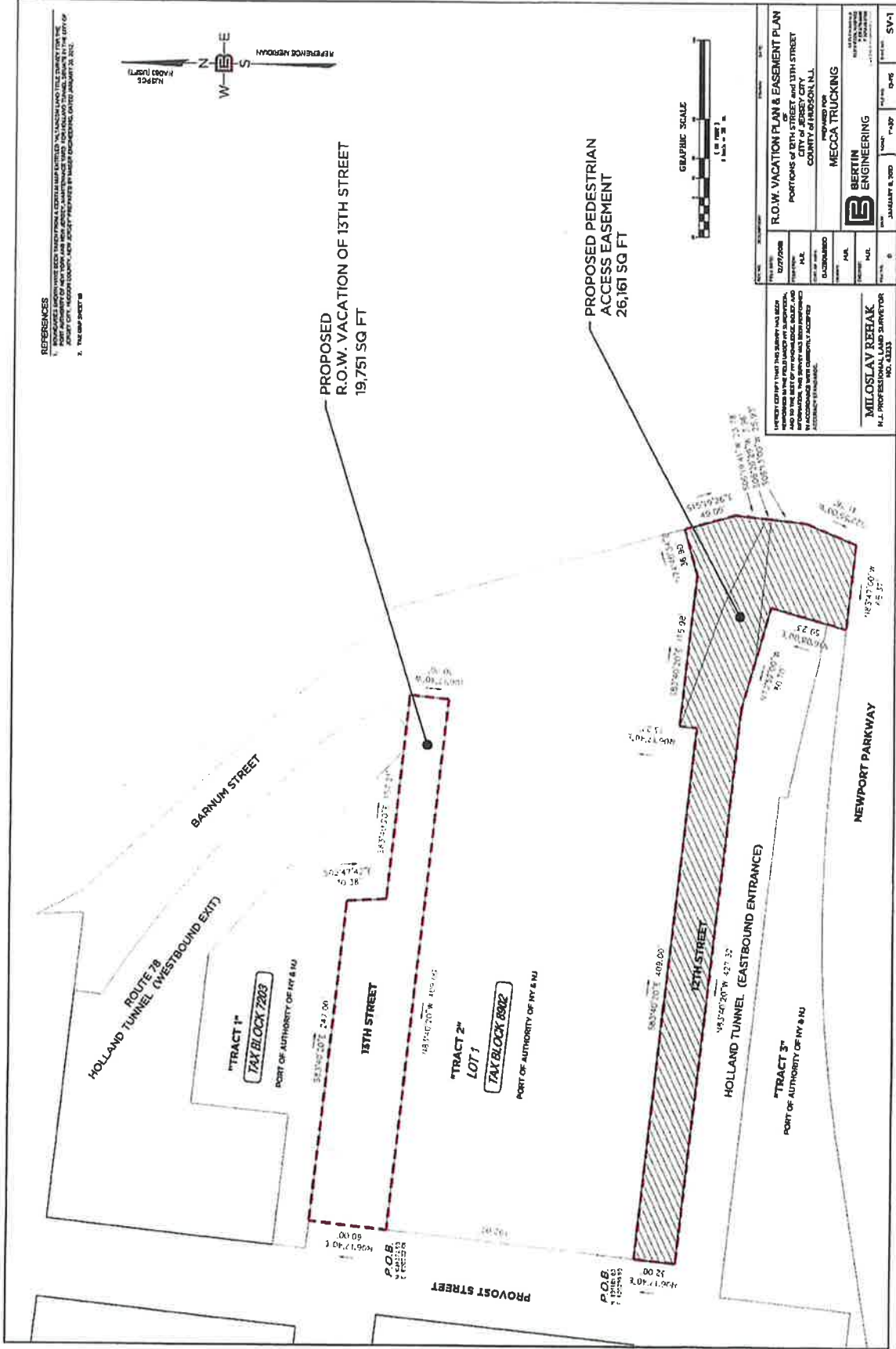
REFERENCES

1. PLAT MAPS AND RECORDS OF THE COUNTY OF HUDSON, NEW YORK, SHOWING THE LOCATION OF THE PROPOSED VACATION AND EASEMENT PLAN.
2. PLAT MAPS AND RECORDS OF THE COUNTY OF HUDSON, NEW YORK, SHOWING THE LOCATION OF THE PROPOSED VACATION AND EASEMENT PLAN.
3. PLAT MAPS AND RECORDS OF THE COUNTY OF HUDSON, NEW YORK, SHOWING THE LOCATION OF THE PROPOSED VACATION AND EASEMENT PLAN.



PROPOSED
R.O.W. VACATION OF 13TH STREET
19,751 SQ FT

PROPOSED PEDESTRIAN
ACCESS EASEMENT
26,161 SQ FT



PROJECT NO.	0277008	DATE	JANUARY 8, 2003
CLIENT	M.E. MECCA TRUCKING	PROJECT NO.	0277008
DESCRIPTION	R.O.W. VACATION PLAN & EASEMENT PLAN PORTIONS OF 13TH STREET AND 13TH STREET CITY OF JERSEY CITY COUNTY OF HUDSON, N.J.	DATE	JANUARY 8, 2003
DESIGNER	BERTIN ENGINEERING	PROJECT NO.	0277008
CHECKED BY	MILOSLAV REBAK	DATE	JANUARY 8, 2003
SCALE	AS SHOWN	PROJECT NO.	0277008

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, BELIEF AND INFORMATION, THE SURVEY WAS ACCURATELY PERFORMED AND THE RESULTS THEREOF ARE CORRECTLY EXPRESSED.

MILOSLAV REBAK
N.J. PROFESSIONAL LAND SURVEYOR
NO. 43333

EXHIBIT E

January 11, 2019
BE#19-115

PEDESTRIAN ACCESS EASEMENT

**OVER A PORTION OF 12TH STREET
AND LANDS N/F PORT OF AUTHORITY OF NY AND NJ
CITY OF JERSEY CITY
COUNTY OF HUDSON
STATE OF NEW JERSEY**

BEGINNING at a point formed by the corner of the easterly line of Provost Street, having varying widths with the northerly line of 12th Street, having varying widths; said point having established New Jersey State Plane Coordinate of the North American Datum of 1983, Northing 691181.83 and Easting 620210.95 (US Feet) and running thence;

1. Along the existing northerly line of 12th Street, South 83° 40' 20" East a distance of 409.00 feet; thence
2. North 6° 17' 40" East a distance of 13.27 feet; thence
3. South 83° 40' 20" East a distance of 115.98 feet; thence
4. North 74° 40' 34" East a distance of 36.90 feet; thence
5. South 15° 19' 26" East a distance of 40.00 feet; thence
6. South 6° 19' 41" West a distance of 23.78 feet; thence
7. South 6° 26' 29" West a distance of 3.96 feet; thence
8. South 6° 13' 00" West a distance of 25.93 feet; thence
9. South 22° 55' 00" West a distance of 41.76 feet to a point on the northerly line of Newport Parkway; thence
10. Along the northerly line of Newport parkway, North 83° 47' 00" West a distance of 65.37 feet; thence
11. North 16° 08' 00" East a distance of 59.23 feet; thence
12. North 73° 52' 00" West a distance of 80.72 feet; thence
13. North 83° 40' 20" West a distance of 427.31 feet; thence
14. North 6° 17' 40" East a distance of 32.00 feet to the Point and Place of **BEGINNING**.

Containing 26,161 Square Feet or 0.600 Acres

Being in accordance with a plan entitled "R.O.W Vacation Plan and Easement Plan of Portions of 12th Street and 13th Street, City of Jersey City, County of Hudson, NJ" prepared by Bertin Engineering, dated January 8, 2019.



Miloslav Rehak
NJ Professional Land Surveyor
No. 43233

SOUTHBRIDGE, MA

EXHIBIT F

