

Introduced By:

Seconded By:

**CITY OF HOBOKEN
RESOLUTION NO:**

RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE PUBLIC HEARINGS REQUIRED BY N.J.S.A. 13:8B-1, ET SEQ. FOR RELEASING PORTIONS OF A PRIOR DEED OF EASEMENT FOR PUBLIC OPEN SPACE UPON CERTAIN PARCELS COMPRISING APPROXIMATELY 4,622 SQUARE FEET WITHIN THE MONROE CENTER AREA, AN AREA WITHIN THE NORTHWEST INDUSTRIAL AREA, AND A RIGHT OF WAY EASEMENT, IN ORDER TO ACCOMODATE CERTAIN REDEVELOPMENT WHICH WILL RESULT IN THE CONVEYANCE TO THE CITY OF THREE (3) REAL PROPERTIES WHICH SHALL BE DEVELOPED, COLLECTIVELY, AS A 2.0 ACRE PUBLIC PARK AND THE RE-ESTABLISHMENT OF CERTAIN PUBLIC ACCESS AREAS COMPRISING APPROXIMATELY 21,417 SQUARE FEET

WHEREAS (#1), the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS (#2), in order to stimulate redevelopment, the City Council of the City of Hoboken by Resolution, has, at times, identified and designated certain parcels of property within the City as areas "in need of redevelopment" in accordance with the Act, including the following parcels which are located within the Northwest Industrial Area of the City:

- Block 80, Lot 1.01 and Block 81, Lot 2.01 on the Tax Map of the City of Hoboken, more commonly known as 701 Harrison Street (referred to herein as "Monroe III", identified on the Map attached hereto as Exhibit A, and described in total with more particularity on Exhibit B);

- Block 81, Lot 3.01 (Unit C) on the Tax Map of the City of Hoboken, more commonly known as 700 Monroe Street (referred to herein as "Monroe V" and as identified on the Map attached hereto as Exhibit A, and described in total with more particularity on Exhibit C);

- Block 74, Lots 3 – 20 on the Tax Map of the City of Hoboken, more commonly known as known as 605-633 Jackson Street and 628-632 Monroe Street (referred to herein as the "Jackson Street Property" and as identified on the Map attached hereto as Exhibit A, and described with more particularity on Exhibit D); and

- Block 81, Lot 3.01 (Unit B) on the Tax Map of the City of Hoboken (referred to herein as "Phase IV" and as identified on the Map attached hereto as Exhibit A, and described with more particularity on Exhibit E);

- Portion of Block 81, Lot 3.01 (Unit A) on the Tax Map of the City of Hoboken, also more commonly known as part of 720 Monroe Street (referred to herein as the “Phase I Sliver” and as identified on the Map attached hereto as Exhibit A, and described with more particularity on Exhibit F); and

- Block 81, Lot 3.01 (Unit A) on the Tax Map of the City of Hoboken, also more commonly known as 720 Monroe Street, excluding the Phase I Sliver (referred to herein as “Phase I” and as identified on the Map attached hereto as Exhibit A, and described with more particularity, including the Phase I Sliver, on Exhibit G) (collectively referred to herein as the “Monroe Center Area,” the “Redevelopment Area” or the “Properties”); and

WHEREAS (#3), the City of Hoboken (the “City”) desires that the Monroe Center Area be redeveloped in accordance with the Redevelopment Plan for the Northwest Industrial Area, as same may be amended (the “Redevelopment Plan”), and to that end, has authorized the execution of a Redevelopment Agreement with Monroe Center Hoboken Urban Renewal, LLC (“MCHUR”), the owner of Monroe III (the “MCHUR Redevelopment Agreement”), as well as a separate but related Redevelopment Agreement with Monroe Investment Group, LLC (“MIG”), the owner of Phase I and the Phase I Sliver (the “MIG Redevelopment Agreement”); and

WHEREAS (#4), the MCHUR Redevelopment Agreement and the MIG Redevelopment Agreement are collectively referred to herein as the “Redevelopment Agreements”; and

WHEREAS (#5), the MCHUR Redevelopment Agreement provides for, *inter alia*, the construction and development of four hundred twenty-four (424) residential units, forty two (42) (i.e. 10%) of which will be deed restricted as affordable units, on Monroe III; no less than four hundred and fifteen (415) on-site parking spaces for residential, commercial and transient uses on Monroe III; development and conveyance of Phase IV to the City by the owner of Phase IV, Phase 4 Association, LLC, an affiliate of MIG (“Phase IV Owner”), pursuant to a separate agreement between MCHUR and Phase IV Owner (the “Third Party Agreement”) for utilization as a public plaza; development and conveyance of Monroe V by Redeveloper (or Redeveloper’s affiliate) to the City for utilization as a public park; and development and conveyance of the Jackson Street Property by MCHUR’s affiliate to the City for utilization as a public park, including the construction of an approximately 6,835 square foot gymnasium for use by the public (the “Public Gym”); the improvement of the Phase I Sliver with landscaping and hardscaping to be consistent with the design of the Phase IV improvements; and the installation of robust piping and stone stormwater detention systems to contribute towards the City’s stormwater storage needs during significant rain events under Monroe V, the Jackson Street Property and Phase IV, consistent with the goals of the City’s Rebuild by Design initiatives which are applicable to the Properties; and

WHEREAS (#6), the MIG Redevelopment Agreement provides for, *inter alia*, the continued repurposing and rehabilitation of the two (2) former industrial buildings upon Phase I (collectively, the “Buildings”); the development and implementation of a Courtyard (or such plaza) under the catwalk-style suspended bridge which connects the Buildings (the “Bridge”); a certain covenant to continue artistic uses within the Buildings; and the re-establishment of a clear

deed of easement for public access to provide ingress and egress between Monroe Street and Eighth Street and the Phase IV public park development, under the Bridge (the "Walkway Area") and across the Phase I Sliver; and

WHEREAS (#7), the parties to the Redevelopment Agreements acknowledge that the Properties or certain portions thereof are already subject to a certain Deed of Easement for Public Space dated November 30, 2004 and recorded in the Office of the Hudson County Register in Deed Book 7459, Page 69 and re-recorded in Deed Book 7622, Page 276 ("Prior Deed of Easement"), a copy of which is attached hereto as **Exhibit H**, and shown on a Subdivision Plan recorded in the Recorder's Office of Hudson County, New Jersey in Map No. 4002 (the "Subdivision Plan"); and

WHEREAS (#8), the parties to the Redevelopment Agreements also acknowledge that in addition, a Deed of Public Right of Way Easement, a copy of which is attached hereto as **Exhibit I**, was previously granted to the City and was dated November 30, 2004 and recorded in the Office of the Hudson County Clerk in Deed Book 7568, Page 316 (the "ROW Easement"); and

WHEREAS (#9), the parties to the Redevelopment Agreements further acknowledge that: the Prior Deed of Easement, as well as the ROW Easement, were originally implemented as part of a previous redevelopment project known as or referred to as "Village West" which was approved by the Planning Board of the City of Hoboken in or around 2004 (the "Approval"); the Approval was contingent upon the implementation of the Prior Deed of Easement; the Prior Deed of Easement, as well as the ROW Easement, were recorded but Village West was never developed and as such, neither the Prior Deed of Easement nor the ROW Easement may be applicable; and

WHEREAS (#10), the Redevelopment Agreement by and between the City and the designated redeveloper for the Village West project was terminated by Resolution of the City Council; and

WHEREAS (#11), the terms of the various documents to be executed by and between the parties regarding the Properties, including the Redevelopment Agreements and the Deeds providing for the conveyance of Monroe V and Phase IV, are not wholly consistent with certain terms of the Prior Deed of Easement, particularly with regard to operation and maintenance requirements; and

WHEREAS (#12), finally, the parties acknowledge and agree that in order to provide for appropriate and adequate public access to: complement the future park use of Phase IV and Monroe V; accommodate the projects contemplated by the Redevelopment Agreements; and address certain related title matters, following should occur: the Prior Deed of Easement should be vacated or terminated in phases upon the occurrence of certain triggering events as set forth herein (collectively, the "Termination Triggers"); the ROW Easement should be vacated or terminated in its entirety; and the appropriate and adequate public access should be simultaneously established or re-established, as applicable, also as set forth herein; and

WHEREAS (#13), the Prior Deed of Easement and Subdivision Plan touch upon and concerns the Properties as follows:

- the portion of Monroe III shown as Block 81, Lot 2.01 and that area depicted as the “Former Easement” on the Open Space Plan dated June 3, 2016 attached hereto as **Exhibit J** totaling approximately 19,626 square feet (the “Prior Monroe III Easement”), a small portion of which, comprising approximately 3,580 square feet, the parties acknowledge and agree would not provide any reasonable utility to the public;

- a portion of Monroe V as that parcel is described and depicted on **Exhibits A and C** (the “Prior Monroe V Easement”);

- all of Phase IV as described and depicted on **Exhibits A and E** attached hereto (the “Prior Phase IV Easement”);

- a portion of Phase I as depicted on **Exhibit K** attached hereto (the “Prior Phase I Easement”) and all of the Phase I Sliver as described and depicted on **Exhibits A and F** attached hereto (the “Prior Phase I Sliver Easement”), totaling approximately 6,863 square feet (“collectively, the “Prior Easements”); and

WHEREAS (#14), the Prior Monroe III Easement is intended to be vacated or terminated in total upon the satisfaction of the requirements set forth in N.J.S.A. 13:8B-1, et seq. (the “Conservation Restriction Act”) (the “Monroe III Trigger”) in order to provide for the redevelopment of Monroe III which, pursuant to the MCHUR Redevelopment Agreement, will result in the environmental remediation, development and conveyance of a 2.0 acre public park to the City at no purchase price whatsoever as further described herein and in the MCHUR Redevelopment Agreement; and

WHEREAS (#15), as soon as practical after the requirements of the Conservation Restriction Act have been satisfied, MCHUR shall record a new Deed of Easement for Public Access in the form attached hereto as **Exhibit K** (the “Monroe III Deed of Easement for Public Access”) to re-establish public access over those portions of Monroe III shown as Block 81, Lot 2.01 on the Tax Map of the City of Hoboken and the area within Block 80, Lot 1.01 depicted as the “Proposed Easement” on **Exhibit J**, comprising approximately 16,046 square feet; and

WHEREAS (#16), the Prior Monroe V Easement is intended to be terminated and vacated upon the satisfaction of the requirements set forth in the Conservation Restriction Act together with the transfer of the Deed to the City for Monroe V, as set forth in the MCHUR Redevelopment Agreement, which establishes, *inter alia*, that: the City will utilize Monroe V for purposes of public recreation and conservation; the entirety of Monroe V shall comprise public open space which shall be open to the general public during hours of operation to be established by the City; Monroe V shall be programmable by the City for public events; and the Prior Deed of Easement shall be automatically terminated and vacated in its entirety to the extent that it touches upon and concerns Monroe V (collectively, the “Monroe V Trigger”); and

WHEREAS (#17), the Prior Phase IV Easement is intended to be terminated and vacated upon the satisfaction of the requirements set forth in the Conservation Restriction Act together with the transfer of the Deed to the City for Phase IV, as set forth in the MCHUR Redevelopment Agreement, which establishes, *inter alia*, that: the City will utilize Phase IV for purposes of public recreation and conservation; the entirety of Phase IV shall comprise public open space which shall be open to the general public during hours of operation to be established by the City; Phase IV shall be programmable by the City for public events; and the Prior Deed of Easement shall be automatically terminated and vacated in its entirety to the extent that it touches upon and concerns Phase IV (collectively, the “Phase IV Trigger”); and

WHEREAS (#18), the Prior Phase I Easement is intended to be vacated or terminated upon the satisfaction of the requirements set forth in the Conservation Restriction Act in order to provide for the redevelopment of Phase I as further described herein and in the MIG Redevelopment Agreement and a new Deed of Easement for Public Access will be recorded in the form attached hereto as Exhibit L (the “Phase I Deed of Easement for Public Access”) (which is also attached to and incorporated by reference in the MIG Redevelopment Agreement) to provide the public with access over the Walkway Area as that area is described with more particularity within Exhibit L which recording the parties acknowledge and agree is to be effectuated upon the conveyance of Phase IV to the City, also as set forth in the MIG Redevelopment Agreement (collectively, the “Phase I Trigger”); and

WHEREAS (#19), the Prior Phase I Sliver Easement is intended to be vacated or terminated upon the satisfaction of the requirements set forth in the Conservation Restriction Act in order to provide for the redevelopment of the Phase I Sliver as further described herein and in the MCHUR Redevelopment Agreement and the Phase I Deed of Easement for Public Access will be recorded to provide the public with access over the Phase I Sliver as that area is described with more particularity within Exhibit L which recording the parties acknowledge and agree is to be effectuated upon the conveyance of Phase IV to the City, as set forth in the MIG Redevelopment Agreement (collectively, the “Phase I Sliver Trigger”); and

WHEREAS (#20), the recording of the Phase I Deed of Easement will re-establish public access over certain portions of Phase I, as well as over the Phase I Sliver, comprising approximately 5,361 square feet; and

WHEREAS (#21), the City Council has preliminarily concluded, subject to public comment, that the vacation and termination of the Prior Easements, in exchange for the remediation, development and conveyance of a 2.0 acre public park, and the re-establishment of certain public access areas as set forth herein, as well as the other amenities to be provided by the Redevelopment Agreements is in the best interests and welfare of the residents of the City of Hoboken; and

WHEREAS (#22), accordingly, upon the occurrence of all of the Termination Triggers, the City may record a termination of the Prior Deed of Easement in its entirety, as may be necessary and appropriate.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Hoboken as follows:

1. The Mayor of the City of Hoboken is hereby authorized to commence the process set forth at N.J.S.A. 13:8B-5 by scheduling the appropriate public hearings and publishing the notice of same accordingly.

2. Upon the satisfaction of the requirements set forth in N.J.S.A. 13:8B-1, et seq. and upon the occurrence of all of the Termination Triggers, as that term is defined herein, the Mayor of the City of Hoboken is hereby authorized to execute and record a termination of the Prior Deed of Easement in its entirety, as may be necessary and appropriate.

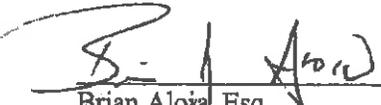
3. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent, to the extent permitted by law.

4. This Resolution shall be effective immediately.

REVIEWED BY:

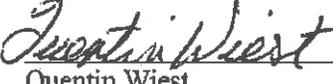

 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

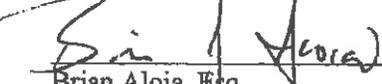

 Brian Aloia, Esq.
 Corporation Counsel

Meeting date: _____

APPROVED:


 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Brian Aloia, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher		/		
David Mello	/			
Reuben Ramos Jr.	/			
Michael Russo	/			

Jen Giattino, Council President				
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A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

JUL 06 2015

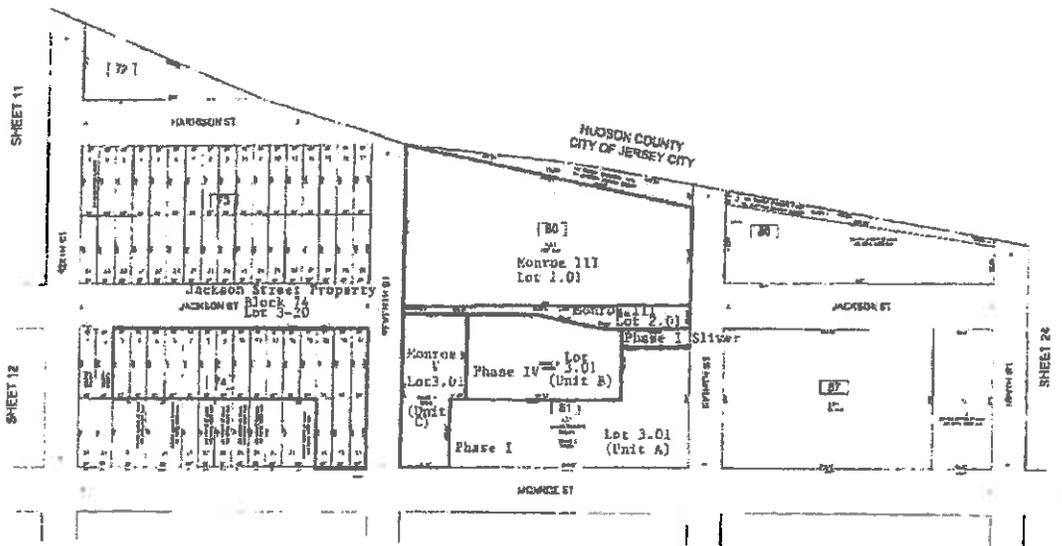


CITY CLERK

Exhibit A Map

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Lot	Area	Notes
1	1.01	
2	1.01	
3	1.01	
4	1.01	
5	1.01	
6	1.01	
7	1.01	
8	1.01	
9	1.01	
10	1.01	
11	1.01	
12	1.01	
13	1.01	
14	1.01	
15	1.01	
16	1.01	
17	1.01	
18	1.01	
19	1.01	
20	1.01	

SHEET 17

THIS MAP HAS BEEN GIVEN A
FORMAL AND PROVISION BY THE
BOARD OF TAX MAPS AND
WARRANTY BY THIS BOARD
BY THE BOARD OF TAX MAPS
AND SURVEYORS, 16 JANUARY 1974

TAX MAP
CITY OF HOBOKEN
CHARLES A. ATKINSON

16

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Exhibit B
Legal Description of Monroe III

LEGAL DESCRIPTION OF MONROE III

Real property in the City of Hoboken, County of Hudson, State of New Jersey, described as follows:

Parcel 1 (Lot 1.01 Block 80):

Beginning at a point in the southerly line of Eighth Street which point is intersected by the westerly line of Jackson Street, the same as indicated on a map entitled "Final Major Subdivision Block 80, Lot 1-9, 10, 11-19 & 19.1 Block 81, Lot 1.1, 1-24 Block 87, Lot 1-12, 21-32 City of Hoboken Hudson County New Jersey" which map was filed in the Hudson County Register's Office on 02/03/2005 as Map #4002 which point is also distant 221.00 feet westerly from the corner formed by the southerly line of Eighth Street the westerly line of Monroe Street and from thence running:

- 1) North 77 degrees, 17 minutes, 34 seconds West, and along the southerly line of Eighth Street 152.90 feet to a point in the easterly line of Conrail M.S.-N.J. Junction RR Branch, thence;
- 2) South 24 degrees, 48 minutes, 20 seconds West, and along the easterly line of Conrail M.S.-N.J. Junction RR Branch 434.65 feet to a point in the northerly line of Seventh Street, thence;
- 3) South 77 degrees, 17 minutes, 34 seconds East, and along the northerly line of Seventh Street 224.41 feet to a point in the proposed westerly line of Jackson Street as shown on aforementioned map; thence
- 3) North 12 degrees, 34 minutes, 59 seconds East, and along the westerly line of said Jackson Street, 168.21 feet to a point of curvature; thence
- 5) In a general northerly direction along said westerly line of Jackson Street and along a curve to the right with a radius of 208.00 feet, an arc distance of 42.25 feet to a point of tangency; thence
- 6) North 24 degrees, 13 minutes, 20 seconds East, and along said westerly line of Jackson Street, 69.16 feet to a point of curvature; thence
- 7) In a general northerly direction along said westerly line of Jackson Street and along a curve to the left with a radius of 208.00 an arc distance of 42.25 feet to a point of tangency; thence
- 8) North 12 degrees, 34 minutes, 59 seconds East, and along said westerly line of Jackson Street 105.07 feet to the southerly line of Eighth Street and the point and place of Beginning.

Parcel 2 (Lot 2.01 Block 81-New Jackson Street):

Beginning at a point in the southerly line of Eighth Street which point is Intersection by the easterly line of Jackson Street, the same as Indicated a man entitled "Final Major Subdivision Block 80, Lot 1-9 & 19.1 Block 81, Lot 1.1,1-34 Block 87, Lot 1-12, 21-32 City of Hoboken Hudson County New Jersey" which map was filed In the Hudson County Register's Office on 02/03/2005 as #4002, which point is also distant 201.00 feet westerly from the corner formed by the southerly line of Eighth Street and the westerly line of Monroe Street and from thence running:

- 1) North 77 degrees, 17 minutes, 34 seconds West, and along the southerly line of Eighth Street

20.00 feet to a point in the proposed westerly line of Jackson Street as shown on the aforementioned map; thence

2) South 12 degrees, 34 minutes, 59 seconds West, along said westerly line of Jackson Street 105.07 feet to a point of curvature; thence

3) In a generally southerly direction along said westerly line of Jackson Street along a curve to the right with a radius of 208.00 feet an arc distance of 42.25 feet to a point of tangency; thence

4) South 24 degrees, 13 minutes, 20 seconds West, along said westerly line of Jackson Street, 69.16 feet to a point of curvature; thence

5) In a generally southerly direction along said westerly line of Jackson Street along a curve to the left with a radius of 208.00 feet an arc distance of 42.25 feet to a point of tangency; thence

6) South 12 degrees, 34 minutes, 59 seconds West, along said westerly line of Jackson Street 168.21 feet to a point in the northerly line of Seventh Street; thence

7) South 77 degrees, 17 minutes, 34 seconds East, and along the northerly line of Seventh Street 20 feet to a point in the proposed easterly line of Jackson Street as shown on aforementioned map; thence

8) North 12 degrees, 34 minutes, 59 seconds East, and along the easterly line of said Jackson Street, 168.25 feet to a point of curvature; thence

9) In a general northerly direction along said easterly line of Jackson Street and along a curve to the right with a radius of 188.00 feet, an arc distance of 38.19 feet to a point of tangency; thence

10) North 24 degrees, 13 minutes, 20 seconds East, and along said easterly line of Jackson Street 69.16 feet to a point of curvature; thence

11) In a general northerly direction along said easterly line of Jackson Street and along a curve to the left with a radius of 228.00 feet an arc distance of 46.32 feet to a point of tangency; thence

12) North 12 degrees, 34 minutes, 59 seconds East, and along said easterly line of Jackson Street 105.03 feet to the southerly line of Eighth Street and the point and place of Beginning,

FOR INFORMATION ONLY: Being Lot 1.01, Block 80 and Lot 2.01, Block 81; Tax Map of the City of Hoboken, County of Hudson, State of New Jersey.

BEING the same property described as follows:

(Continued on next page)

18 April 2016
100492501

**WRITTEN DESCRIPTION
TAX LOT 1.01 IN BLOCK 80 AND
TAX LOT 2.01 IN BLOCK 81
IN THE CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY**

Beginning at a point in the northerly sideline of Seventh Street, 50 feet wide as shown on a map entitled "Map of Property Situate at Hoboken, Hudson County, New Jersey, belonging to The Estate of John G. Coster, Dec'd," filed in the Hudson County Clerk's Office on August 6, 1962 as Map No. 846-K, 51.50 feet wide per survey, where the same is intersected by the easterly sideline of Jackson Street, 20 feet wide as shown on a map entitled "Village West, City of Hoboken, Hudson County, New Jersey," filed in the Hudson County Clerk's Office on February 3, 2006 as Map No. 4002 and as described in Deed Book 7568 at Page 316, lands now or formerly of Monroe Center Hoboken, LLC, described in Deed Book 8988 at Page 694, said point distant 222.56 feet measured westerly along said northerly sideline of Seventh Street from its intersection with the westerly sideline of Monroe Street, 65 feet wide as shown on said Filed Map No. 846-K, and runs, thence:

1. Along the northerly sideline of Seventh Street, North $77^{\circ}14'27''$ West, a distance of 242.44 feet, to a point in the line of lands of New Jersey Transit; thence
2. Along lands of New Jersey Transit, North $18^{\circ}14'34''$ East, a distance of 11.60 feet, to a point of non-tangent curvature; thence
3. Continuing along lands of New Jersey Transit, on a non-tangent curve to the left having a radius of 3869.83 feet, an arc length of 423.35 feet, a central angle of $06^{\circ}16'05''$ and a chord which bears North $25^{\circ}02'19''$ East, a chord distance of 423.14 feet, to a point in the southerly sideline of Eighth Street, 50 feet wide as shown on said Filed Map No. 846-K; thence
4. Along the southerly sideline of Eighth Street, South $77^{\circ}14'27''$ East, a distance of 173.52 feet, to a point where the same is intersected by the easterly sideline of Jackson Street as shown on said Filed Map No. 4002; thence
5. Along the easterly sideline of Jackson Street, South $12^{\circ}42'53''$ West, a distance of 104.81 feet, to a point of curvature; thence
6. Continuing along the easterly sideline of Jackson Street, on a curve to the right having a radius of 228.00 feet, an arc length of 46.32 feet, a central angle of $11^{\circ}38'21''$ and a chord which bears South $18^{\circ}32'04''$ West, a chord distance of 46.24 feet, to a point of tangency; thence
7. Continuing along the easterly sideline of Jackson Street, South $24^{\circ}21'14''$ West, a distance of 69.16 feet, to a point of curvature; thence

Exhibit C
Legal Description of Monroe V

LEGAL DESCRIPTION OF MONROE V

Real property in the City of Hoboken, County of Hudson, State of New Jersey, described as follows:

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hoboken, County of Hudson, State of New Jersey:

BEING Known and designated as Unit No. C in the Monroe Commercial Center Condominium, a condominium, together with an undivided 33 1/3% interest in the Common elements appurtenant thereto, in accordance with and subject to the terms, conditions, easements, covenants, restrictions, limitations and other provisions as set forth in the Master Deed for Monroe Center Commercial Condominium, dated February 23, 2007, and recorded February 27, 2007, in the Office of the Hudson County Clerk/Register in Deed Book 8141, page 1, as same may now or hereafter be lawfully amended.

BEING further described as follows:

BEING known and designated as a portion of Lot 3.01 in Block 81 as shown on a certain map entitled "Final Major Subdivision Village West, City of Hoboken, Hudson County, New Jersey" duly filed in the Hudson County Register's Office on February 3, 2005 as Map Number 4002, as follows:

BEGINNING at a point being at the intersection of the Westerly sideline of Monroe Street (65 foot Right of Way) and the Northerly sideline of Seventh Street (50 foot Right of Way) and from said beginning point and from thence running

- 1) Along the aforesaid Northerly sideline of Seventh Street, North 77 degrees 17 minutes 34 seconds West, a distance of 222.59 feet to a point in the Easterly sideline of new Lot 2.01 in Block 81; thence
- 2) Along the said Easterly sideline of new Lot 2.01 in Block 81, North 12 degrees 34 minutes 59 seconds East, a distance of 92.89 feet; thence
- 3) South 77 degrees 12 minutes 31 seconds East, a distance of 122.00 feet; thence
- 4) South 12 degrees 47 minutes 29 seconds West, a distance of 21.08 feet; thence
- 5) South 77 degrees 24 minutes 49 seconds East, a distance of 100.83 feet to the aforesaid Westerly sideline of Monroe Street; thence
- 6) Along the said Westerly sideline of Monroe Street, South 12 degrees 42 minutes 26 seconds West, a distance of 71.84 feet to the point and place of BEGINNING.

The above description is drawn in accordance with a survey made by Koestner Associates, Professional Engineers and Land Surveyors, Hackensack, New Jersey dated December 20, 2006.

NOTE FOR INFORMATION ONLY: Being Lot(s) 3.01 (Unit C), Block 81, Tax Map of the City of Hoboken, County of Hudson, State of New Jersey

BEING the same property described as follows:

(Continued on next page)

18 April 2016
100492501

**WRITTEN DESCRIPTION
TAX LOT 3.01 UNIT C IN BLOCK 81
IN THE CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY**

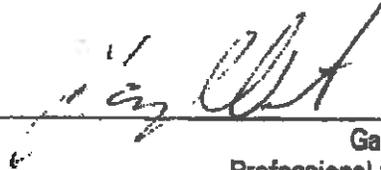
Beginning at the intersection of the westerly sideline of Monroe Street, 65 feet wide as shown on a map entitled "Map of Property Situate at Hoboken, Hudson County, New Jersey, belonging to The Estate of John G. Coster, Dec'd," filed in the Hudson County Clerk's Office on August 6, 1862 as Map No. 846-K, with the northerly sideline of Seventh Street, 50 feet wide as shown on said Filed Map, 51.50 feet wide per survey, and runs, thence:

1. Along the northerly sideline of Seventh Street, North $77^{\circ}14'27''$ West, a distance of 222.56 feet, to its intersection with the easterly sideline of Jackson Street, 20 feet wide as shown on a map entitled "Village West, City of Hoboken, Hudson County, New Jersey," filed in the Hudson County Clerk's Office on February 3, 2005 as Map No. 4002 and as described in Deed Book 7568 at Page 316, lands now or formerly of Monroe Center Hoboken, LLC, described in Deed Book 8988 at Page 684; thence
2. Along the easterly sideline of Jackson Street and lands of Monroe Center Hoboken, LLC, North $12^{\circ}42'53''$ East, a distance of 93.14 feet, to a point where the same is intersected by the division line between Unit B and Unit C of Monroe Commercial Center Condominium, described in Deed Book 8141 at Page 1; thence
3. Along the division line between Unit B and Unit C, South $77^{\circ}04'37''$ East, a distance of 122.00 feet, to a point in the line of Unit A of Monroe Commercial Center Condominium; thence
4. Along Unit A, South $12^{\circ}55'23''$ West, a distance of 21.08 feet, to a point; thence
5. Continuing along Unit A, South $77^{\circ}16'55''$ East, a distance of 100.69 feet, to a point in the westerly sideline of Monroe Street; thence
6. Along the westerly sideline of Monroe Street, South $12^{\circ}45'33''$ West, a distance of 71.78 feet, to the Point of Beginning.

Encompassing an area of 18,558 sq. ft. or 0.42604 acre, more or less

This description is prepared in accordance with a plan entitled "Boundary & Topographic Survey, Monroe Center III, Block No. 74, Lot Nos. 3 through 20, Block No. 80, Lot No. 1.01,

Block No. 81, Lot Nos. 2.01 & 3.01 C000B & C000C, City of Hoboken, Hudson County, New Jersey" prepared by Langan Engineering and Environmental Services, Inc., Parsippany, New Jersey, Job No. 100492501, dated 28 July 2015, Drawing Nos. VT-101, VT-102 and VT-103.



4-18-16

Gary A. Veenstra
Professional Land Surveyor
New Jersey License No. 24GS03721300
NJ Certificate of Authorization No. 24GA27996400

\\langan.com\share\pl\p\date\100492501\survey desc - 100492501\title sheet\desc\pl\written description, blk 81 lot 3.01 unit c (portion of 2810-04-13).docx

Exhibit D
Legal Description of the Jackson Street Property

LEGAL DESCRIPTION OF JACKSON STREET PROPERTY

Real property in the City of Hoboken, County of Hudson, State of New Jersey, described as follows:

Tract I:

On a certain map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November, 1860 by Daniel Ewen and Austin D. Ewen, City Surveyors, New York" and duly filed in the Office of the Clerk (now Register) of the said County of Hudson, are known and designated as Lots Numbered Fifteen (15), Sixteen (16) and Seventeen (17) in Block Numbered Seventy-four (74) as laid down on said map.

Being more commonly known as #629, 631 and 633 Jackson Street, Hoboken, New Jersey.

Second Parcel

All that certain lot, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Hoboken, County of Hudson and State of New Jersey, which on a certain map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November, 1860 by Daniel Ewen and Austin D. Ewen, City Surveyors, New York." and duly filed in the office of the Clerk (now Register) of said County of Hudson, is known and distinguished as lot number Eighteen (18) in Block Seventy-four (74), is bounded and described as follows:

Beginning at the southwest corner of Seventh and Monroe Streets, at the intersection of said Monroe and Seventh Streets, running thence west or nearly so along the southerly line of Seventh Street on hundred (100) feet (100' 0"); thence south or nearly so along the center line of said block seventy-four (74) twenty-five (25) feet to the northerly line of lot number nineteen (19) in said block; thence east or nearly so along the northerly line of lot nineteen (19), one hundred feet (100' 0") to the westerly side of Monroe Street; thence along the westerly side or line of Monroe Street, twenty-five (25' 0") feet in a northerly direction to the point or place of beginning.

Also

All those tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the City of Hoboken, County of Hudson and State of New Jersey, more particularly described as follows:

Lot Numbered twenty (20) Block Seventy-four (74) on the Official Assessment Map of the City of Hoboken, which is known and designated upon a certain map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November, 1860 by Daniel Ewen, Austin D. Ewen, City

Surveyors, New York." and duly filed in the Office of the Clerk (now Register) of Hudson County as lot numbered twenty (20) in Block numbered seventy-four (74).

Also all that certain lot, tract or parcel of land and premises, situate, lying and being in the City of Hoboken, in the County of Hudson, and State of New Jersey, known as Lot Numbered Nineteen (19) in Block Seventy-four (74) on the Official Assessment Map of the City of Hoboken which on a certain map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November 1860 by Daniel Ewen and Austin D. Ewen, City Surveyors, New York" duly filed in the Office of the Clerk (now Register) of said County of Hudson is known and designated as lot Number Nineteen (19) in Block Seventy-four (74) and which is bounded and described as follows:

Beginning at a point on the westerly side of Monroe Street Twenty-five (25') from the Southwest corner of Seventh and Monroe running thence (a) Westerly and parallel with Seventh Street, one hundred feet (100'), thence (b) Southerly and parallel with Monroe Street twenty-five (25') feet and thence (c) Easterly and parallel with Seventh Street One Hundred Feet (100') and thence (d) Northerly and along the Westerly side of Monroe Street twenty-five (25') feet to the point and place of beginning.

All of the foregoing tracts being more commonly known by Street numbers 628, 630, 632 Monroe Street, Hoboken, New Jersey.

Tract II:

On a certain map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November 1860 by Daniel Ewen and Austin D. Ewen, City Surveyors, New York" on file in the Office of the Clerk (now Register) of Hudson County, aforesaid, as lots numbered three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11) and twelve (12) in block number seventy-four (74).

Being commonly known as 605-23 Jackson Street, Hoboken, New Jersey.

Tract III:

Known as Lots No. 13 and 14, in Block No. 74, on the official assessment map of the City of Hoboken, which on a map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November 1860 by Daniel Ewen and Austin D. Ewen, City Surveyors, New York" and duly filed in the office of the Clerk (now Register) of said County of Hudson, N.J. and being known and designated as lots number thirteen (13) and fourteen (14) in block number seventy-four (74), together with all of the right, title and interest of the Grantor in and to the building, structures and improvements thereon, together with all easements, if any, and right of access to said property.

Being known as and by the Street Nos. 625-627 Jackson Street, Hoboken, N.J.

NOTE FOR INFORMATION ONLY: Also being Lot(s) 3 thru 20, Block 74 of the Tax Map of

the City of Hoboken, County of Hudson, State of New Jersey.

BEING the same property described as follows:

(Continued on next page)

18 April 2016
100492501

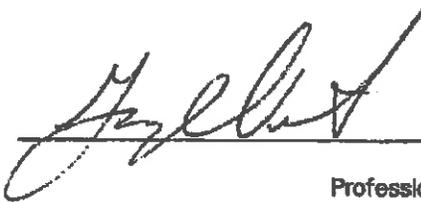
**WRITTEN DESCRIPTION
TAX LOTS 3 THROUGH 20 IN BLOCK 74
IN THE CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY**

Beginning at the intersection of the easterly sideline of Jackson Street, 65 feet wide as shown on a map entitled "Map of Property Situate at Hoboken, Hudson County, New Jersey, belonging to The Estate of John G. Coster, Dec'd," filed in the Hudson County Clerk's Office on August 6, 1862 as Map No. 846-K, with the southerly sideline of Seventh Street, 50 feet wide as shown on said Filed Map, 51.50 feet wide per survey, and runs, thence:

1. Along the southerly sideline of Seventh Street, South $77^{\circ}14'27''$ East, a distance of 200.00 feet, to its intersection with the westerly sideline of Monroe Street, 65 feet wide as shown on said Filed Map; thence
2. Along the westerly sideline of Monroe Street, South $12^{\circ}45'33''$ West, a distance of 75.00 feet, to a point where the same is intersected by the division line between Lot 20 and Lot 21 in Block 74 as shown on said Filed Map; thence
3. Along the division line between Lot 20 and Lot 21 in Block 74, North $77^{\circ}14'27''$ West, a distance of 100.00 feet, to a corner of Lots 14, 15, 20 and 21 in Block 74 as shown on said Filed Map; thence
4. Along the rear line of Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Block 74 as shown on said Filed Map, South $12^{\circ}45'33''$ West, a distance of 300.50 feet, to a corner of Lots 2, 3, 32 and 33 in Block 74 as shown on said Filed Map; thence
5. Along the division line between Lot 2 and Lot 3 in Block 74, North $77^{\circ}14'27''$ West, a distance of 100.00 feet, to a point in the easterly sideline of Jackson Street; thence
6. Along the easterly sideline of Jackson Street, North $12^{\circ}45'33''$ East, a distance of 375.50 feet, to the Point of Beginning.

Encompassing an area of 45,050 sq. ft. or 1.03421 acres, more or less

This description is prepared in accordance with a plan entitled "Boundary & Topographic Survey, Monroe Center III, Block No. 74, Lot Nos. 3 through 20, Block No. 80, Lot No. 1.01, Block No. 81, Lot Nos. 2.01 & 3.01 C000B & C000C, City of Hoboken, Hudson County, New Jersey" prepared by Langan Engineering and Environmental Services, Inc., Parsippany, New Jersey, Job No. 100492501, dated 28 July 2015, Drawing Nos. VT-101, VT-102 and VT-103.

 4-18-16

Gary A. Veenstra
Professional Land Surveyor
New Jersey License No. 24GS03721300
NJ Certificate of Authorization No. 24GA27996400

Langan.com/lot3through20inblock74intheCityofHobokenNJ/100492501/survey-data-100492501/lot3through20inblock74intheCityofHobokenNJ/100492501/written-description-lot3through20inblock74intheCityofHobokenNJ/100492501

Exhibit E
Legal Description of Phase IV

LEGAL DESCRIPTION OF PHASE IV

Real property in the City of Hoboken, County of Hudson, State of New Jersey, described as follows:

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hoboken, County of Hudson, State of New Jersey:

BEING Known and designated as Unit No. B in the Monroe Commercial Center Condominium, a condominium, together with an undivided 33 1/3% interest in the Common elements appurtenant thereto, in accordance with and subject to the terms, conditions, easements, covenants, restrictions, limitations and other provisions as set forth in the Master Deed for Monroe Center Commercial Condominium, dated February 23, 2007, and recorded February 27, 2007, in the Office of the Hudson County Clerk/Register in Deed Book 8141, page 1, as same may now or hereafter be lawfully amended.

BEING further described as follows:

BEING known and designated as a portion of Lot 3.01 in Block 81 as shown on a certain map entitled "Final Major Subdivision Village West, City of Hoboken, Hudson County, New Jersey" duly filed in the Hudson County Register's Office on February 3, 2005 as Map Number 4002, as follows:

DESCRIPTION OF PROPERTY LOCATED IN THE CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY.

BEGINNING AT A POINT THE FOLLOWING TWO COURSES FROM THE INTERSECTION OF THE WESTERLY SIDELINE OF MONROE STREET AND THE NORTHERLY SIDELINE OF SEVENTH STREET (A) ALONG THE SAID SIDELINE OF SEVENTH STREET, NORTH 77 DEGREES 17 MINUTES 34 SECONDS WEST, 222.59 FEET TO A POINT, (B) NORTH 12 DEGREES 34 MINUTES 59 SECONDS EAST, 92.89 FEET TO A POINT, AND FROM SAID POINT OF BEGINNING RUNNING,

THENCE (1) NORTH 12 DEGREES 34 MINUTES 59 SECONDS EAST, 75.36 FEET TO A POINT;

THENCE (2) ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET AN ARC LENGTH OF 38.19 FEET TO A POINT;

THENCE (3) NORTH 24 DEGREES 13 MINUTES 20 SECONDS EAST, 69.16 FEET TO A POINT;

THENCE (4) ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 228.00 FEET AN ARC LENGTH OF 46.32 FEET TO A POINT;

THENCE (5) NORTH 12 DEGREES 34 MINUTES 59 SECONDS EAST, 4.05 FEET TO A POINT;

THENCE (6) SOUTH 77 DEGREES 25 MINUTES 13 SECONDS EAST, 100.33 FEET TO A POINT;

THENCE (7) SOUTH 12 DEGREES 47 MINUTES 29 SECONDS WEST, 231.53 FEET TO A POINT;

THENCE (8) NORTH 77 DEGREES 12 MINUTES 31 SECONDS WEST, 122.00 FEET TO THE POINT AND PLACE OF BEGINNING.

The above description is drawn in accordance with a survey made by Lapatka Associates, Inc., dated December 8, 2013.

NOTE FOR INFORMATION ONLY: Being Lot(s) 3.01 (Unit B), Block 81, Tax Map of the City of Hoboken, County of Hudson, State of New Jersey

BEING the same property described as follows:

(Continued on next page)

18 April 2016
100492501

**WRITTEN DESCRIPTION
TAX LOT 3.01 UNIT B IN BLOCK 81
IN THE CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY**

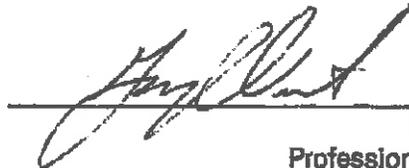
Beginning at a point where the easterly sideline of Jackson Street, 20 feet wide as shown on a map entitled "Village West, City of Hoboken, Hudson County, New Jersey," filed in the Hudson County Clerk's Office on February 3, 2005 as Map No. 4002 and as described in Deed Book 7568 at Page 316, lands now or formerly of Monroe Center Hoboken, LLC, described in Deed Book 8988 at Page 694, is intersected by the division line between Unit B and Unit C of the Monroe Commercial Center Condominium, described in Deed Book 8141 at Page 1, said point distant the following two courses from the intersection of the northerly sideline of Seventh Street, 50 feet wide as shown on said Filed Map, 51.50 feet wide per survey, with the westerly sideline of Monroe Street, 65 feet wide as shown on a map entitled "Map of Property Situate at Hoboken, Hudson County, New Jersey, belonging to The Estate of John G. Coster, Dec'd," filed in the Hudson County Clerk's Office on August 6, 1862 as Map No. 846-K:

- A. Along the northerly sideline of Seventh Street, North $77^{\circ}14'27''$ West, a distance of 222.56 feet, to its intersection with the easterly sideline of Jackson Street; thence
- B. Along the easterly sideline of Jackson Street, North $12^{\circ}42'53''$ East, a distance of 93.14 feet, to the TRUE Point of Beginning, and runs, thence:
 1. Along the easterly sideline of Jackson Street and lands of Monroe Center Hoboken, LLC, North $12^{\circ}42'53''$ East, a distance of 75.36 feet, to a point of curvature; thence
 2. Continuing along Jackson Street and lands of Monroe Center Hoboken, LLC, on a curve to the right having a radius of 188.00 feet, an arc length of 38.19 feet, a central angle of $11^{\circ}38'21''$ and a chord which bears North $18^{\circ}32'04''$ East, a chord distance of 38.13 feet, to a point of tangency; thence
 3. Continuing along Jackson Street and lands of Monroe Center Hoboken, LLC, North $24^{\circ}21'14''$ East, a distance of 69.16 feet, to a point of curvature; thence
 4. Continuing along Jackson Street and lands of Monroe Center Hoboken, LLC, on a curve to the left having a radius of 228.00 feet, an arc length of 46.32 feet, a central angle of $11^{\circ}38'21''$ and a chord which bears North $18^{\circ}32'04''$ East, a chord distance of 46.24 feet, to a point of tangency; thence
 5. Continuing along Jackson Street and lands of Monroe Center Hoboken, LLC, North $12^{\circ}42'53''$ East, a distance of 4.05 feet, to a point where the same is intersected by the division line between Unit A and Unit B of the Monroe Commercial Center Condominium; thence
 6. Along Unit A, South $77^{\circ}17'19''$ East, a distance of 100.33 feet, to a point; thence

7. Continuing along Unit A, South $12^{\circ}55'23''$ West, a distance of 231.53 feet, to a point where the same is intersected by the division line between Unit B and Unit C of the Monroe Commercial Center Condominium; thence
8. Along Unit C, North $77^{\circ}04'37''$ West, a distance of 122.00 feet, to the Point of Beginning.

Enccompassing an area of 26,477 sq. ft. or 0.60783 acre, more or less

This description is prepared in accordance with a plan entitled "Boundary & Topographic Survey, Monroe Center III, Block No. 74, Lot Nos. 3 through 20, Block No. 80, Lot No. 1.01, Block No. 81, Lot Nos. 2.01 & 3.01 C000B & C000C, City of Hoboken, Hudson County, New Jersey" prepared by Langan Engineering and Environmental Services, Inc., Parsippany, New Jersey, Job No. 100492501, dated 28 July 2015, Drawing Nos. VT-101, VT-102 and VT-103.


4-18-16
Gary A. Veenstra
Professional Land Surveyor
New Jersey License No. 24GS03721300
NJ Certificate of Authorization No. 24GA27996400

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Exhibit F
Legal Description of Phase I Sliver

18 April 2016
100492501

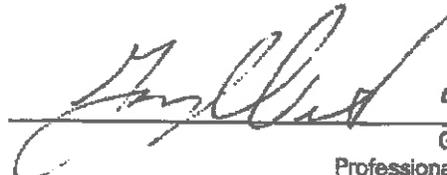
**WRITTEN DESCRIPTION
PORTION OF UNIT A, TAX LOT 3.01 IN BLOCK 81
IN THE CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY**

Beginning at a point in the southerly sideline of Eighth Street, 50 feet wide as shown on a map entitled "Map of Property Situate at Hoboken, Hudson County, New Jersey, belonging to The Estate of John G. Coster, Dec'd," filed in the Hudson County Clerk's Office on August 6, 1862 as Map No. 846-K, where the same is intersected by the easterly sideline of Jackson Street, 20 feet wide as shown on a map entitled "Village West, City of Hoboken, Hudson County, New Jersey," filed in the Hudson County Clerk's Office on February 3, 2005 as Map No. 4002 and as described in Deed Book 7668 at Page 316, lands now or formerly of Monroe Center Hoboken, LLC, described in Deed Book 8988 at Page 694, said point distant 200.38 feet measured westerly along said southerly sideline of Eighth Street from its intersection with the westerly sideline of Monroe Street, 65 feet wide as shown on said Filed Map No. 846-K, and runs, thence:

1. Along the southerly sideline of Eighth Street, South $77^{\circ}14'27''$ East, a distance of 20.83 feet, to a point where the same is intersected by the easterly line of a public open space easement, described in Deed Book 7459 at Page 69 and Deed Book 7622 at Page 276; thence
2. Along the easterly line of said public open space easement and the continuation thereof, through lands of Monroe Investment Group, LLC, known as Unit A in the Monroe Commercial Center Condominium, described in Deed Book 8141 at Page 1, South $12^{\circ}42'39''$ West, a distance of 100.74 feet, to a point in the division line between Unit A and Unit B of said Monroe Commercial Center Condominium; thence
3. Along said division line, North $77^{\circ}17'19''$ West, a distance of 20.84 feet, to a point in the easterly sideline of Jackson Street as shown on said Filed Map No. 4002; thence
4. Along the easterly sideline of Jackson Street, North $12^{\circ}42'53''$ East, a distance of 100.76 feet, to the Point of Beginning.

Encompassing an area of 2,099 sq. ft. or 0.04819 acre, more or less

This description is prepared in accordance with a plan entitled "Boundary & Topographic Survey, Monroe Center III, Block No. 74, Lot Nos. 3 through 20, Block No. 80, Lot No. 1.01, Block No. 81, Lot Nos. 2.01 & 3.01 C000B & C000C, City of Hoboken, Hudson County, New Jersey" prepared by Langan Engineering and Environmental Services, Inc., Parsippany, New Jersey, Job No. 100492501, dated 28 July 2015, Drawing Nos. VT-101, VT-102 and VT-103.


4-18-16
Gary A. Veenstra
Professional Land Surveyor
New Jersey License No. 24GS03721300
NJ Certificate of Authorization No. 24GA27996400

\\langan.com\dsw\p\hoboken\100492501\survey desc - 100492501\l\c\sta\desc\2016\written description LR 01 lot 3 01 part 4 printed 2016-04-18.doc

Exhibit G
Legal Description of Phase I

LEGAL DESCRIPTION OF PHASE I

Real property in the City of Hoboken, County of Hudson, State of New Jersey, described as follows:

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hoboken, County of Hudson, State of New Jersey:

BEING Known and designated as Unit No. A in the Monroe Commercial Center Condominium, a condominium, together with an undivided 33 1/3% interest in the Common elements appurtenant thereto, in accordance with and subject to the terms, conditions, easements, covenants, restrictions, limitations and other provisions as set forth in the Master Deed for Monroe Center Commercial Condominium, dated February 23, 2007, and recorded February 27, 2007, in the Office of the Hudson County Clerk/Register in Deed Book 8141, page 1, as same may now or hereafter be lawfully amended.

BEING further described as follows:

BEING known and designated as a portion of Lot 3.01 in Block 81 as shown on a certain map entitled "Final Major Subdivision Village West, City of Hoboken, Hudson County, New Jersey" duly filed in the Hudson County Register's office on February 3, 2005 as map number 4002.

BEGINNING at a point being at the intersection of the westerly sideline of Monroe Street (65 foot ROW) and the southerly sideline of Eighth Street (50 foot ROW) and from said beginning point and from thence running

- (1) Along the aforesaid southerly sideline of Eighth Street, North 77°17'34" West, a distance of 201.00 feet to a point in the easterly sideline of new lot 2.01 in Block 81; thence
- (2) Along the said easterly sideline of new lot 2.01 in Block 81, South 12°34'59" West, a distance of 100.98 feet; thence
- (3) South 77° 25'13" East, a distance of 100.33 feet; thence
- (4) South 12°47'29" West, a distance of 252.61 feet; thence
- (5) South 77°24'49" East, a distance of 100.83 feet to the aforesaid westerly sideline of Monroe Street; thence
- (6) Along the said westerly sideline of Monroe Street, North 12°42'26" East, a distance of 353.16 feet to the point and place of BEGINNING.

All in accordance with a survey prepared by KOESTNER ASSOCIATES, Professional Engineers and Land Surveyors, Hackensack, New Jersey dated December 20, 2006, revised as of January 31, 2007.

Exhibit H
Prior Deed of Easement

Ec - record and return:
414964
GENERAL LAND ABSTRACT CO.
P.O. Box 827
Plainsboro, NJ 08538-0827

000011357
RECEIVED
AND
PROCESSED
DATE
07/25/05 12:10P
BARBARA A. TUNNELLY
REGISTER OF DEEDS
HUDSON COUNTY
Receipt No. 2570027
Joseph T. Daly
Joseph T. Daly, Esq.

BARBARA A. TUNNELLY
REGISTER OF DEEDS
HUDSON COUNTY
Receipt No. 25724-5

RECORDED
AND
INDEXED
DATE

714 240 X 10 - 54

DEED OF EASEMENT FOR PUBLIC OPEN SPACE

THIS DEED OF EASEMENT FOR PUBLIC OPEN SPACE is made this 20 day of November, 2004 by Monroe Center, LLC, a New Jersey Limited Liability Company having its principal place of business at 720 Monroe Street, C-306, Hoboken, New Jersey 07030 (hereinafter "Grantor"), in favor of the City of Hoboken, a municipal corporation with offices at City Hall, Newark and Washington Streets, Hoboken, New Jersey 07030 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the sole owner in fee simple of certain parcels of real property located in the City of Hoboken, Hudson County, New Jersey known and designated as new Block 80, Lot 1.01 and new Block 81, Lots 2.01 and 3.01 formerly known as Block 80, Lots 1-19 and 19.01 and Block 81, Lots 1-34 and 1.1 as delineated on the Official Tax Map of the City of Hoboken, County of Hudson, State of New Jersey (hereinafter the "Property") which Property is located between 7th Street, Monroe Street, 8th Street and the adjoining New Jersey Transit property (hereinafter "The Property"); and

WHEREAS, the Grantor sought and has obtained preliminary major site Plan and preliminary major subdivision approval from the City of Hoboken Planning Board on September 3, 2002 for the Property. The Planning Board's approval is conditioned upon the creation of a public open space located on a portion of the "Property" referenced above and more specifically shown on the preliminary site Plans and major subdivision Plan for

170

RE-RECORD TO INCLUDE SCHEDULES A, B & C AND EXHIBIT A BK:07622 PG:00276

1 BK:07159 PG:00047

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

OR
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To Be Recorded With Deed Forward to c. 49, P.L. 1968 as amended by c. 202, P.L. 1991 (L.S.A. 4416-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF Hudson

FOR RECORDER'S USE ONLY			
Consideration \$	Realty Transfer Fee \$	Date	By
		<u>11/30/04</u>	<u>[Signature]</u>

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Depositor, Gerard Baddele, being duly sworn according to law upon his/her oath deposes and says that he/she is the Grantor in a deed dated November 30, 2004 transferring real property identified as Block No. 88, Lot 1.01 Lot No. Block 81, Lots 2.01 and 3.01 located at Jackson Street, City of Hoboken, County of Hudson (State Address, Municipality, County) and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Depositor states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance shown not paid, satisfied or removed in connection with the transfer of title is \$ 1.00

(3) FULL EXEMPTION FROM FEE

Depositor states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction # 7.) More references to exemption symbol is not sufficient.

(a) For a consideration of less than \$100.00.

(b) By or to a municipality of this State.

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to Grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Depositor claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

A. SENIOR CITIZEN (See Instruction #8)

- Grantor(s) 62 years of age or over.*
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- Owners as joint tenants must all qualify except in the case of a spouse.

B. BLIND (See Instruction #8)

- Grantor(s) legally blind.*
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- No owners as joint tenants other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- Grantor(s) permanently and totally disabled.*
- One- or two-family residential premises.
- Receiving disability payments.
- Not gainfully employed.
- No owners as joint tenants other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTEE NEED QUALIFY

C. LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- Affordable According to HUD Standards.
- Meets Income Requirements of Region.
- Reserved for Occupancy.
- Subject to Rent Control.

D. NEW CONSTRUCTION (See Instruction #9.)

- Entirely new improvement.
- Not previously used for any purpose.
- Not previously occupied.

Depositor makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me this 30 day of November, 2004

[Signature]
Notary Public of the State of New Jersey

Debra Ann Kinley
ID #2004720
Expires 09/30/2008

[Signature]
Signature of Depositor
Gerard Baddele, Jr.
333 River Road
Address of Depositor
Hoboken, NJ 07030

MONROE CENTER, LLC
Name of Grantor
720 Monroe Street
Hoboken, NJ 07030
Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY			
Instrument Number	County	Book	Date Recorded
		<u>17</u>	<u>01/30/05</u>

Village West prepared by Paulus, Sokolowski & Sartor dated March 28, 2001, revised August 6, 2003 and the architectural plans prepared by Vijay Kale Architects, P.C. dated March 28, 2001, and revised August 20, 2003 (hereinafter known as the "Plans"); and

WHEREAS, the Grantor's Optionor, Monroe Center Development, L.L.C. was designated as the Redeveloper of the Property pursuant to the City of Hoboken's Northwest Redevelopment Plan by virtue of the Resolution of the Hoboken City Council dated October 4, 2000; and

WHEREAS, the Grantor's Optionor, Monroe Center Development, L.L.C. (hereinafter "Optionor") has entered into a Developer's Agreement with the Mayor and City Council of the City of Hoboken dated June 18, 2001; and

WHEREAS, on March 28, 2001 the Grantor's Optionor filed its request for preliminary site Plan approval and preliminary and final subdivision approval to construct six (6) new buildings as well as the rehabilitation of two (2) existing buildings and the creation of a proposed public open space consisting of 1.285 acres surrounding Jackson Street, which is to be reconstructed and reopened between 7th and 8th Streets; and

WHEREAS, the Grantor after providing the requisite public notice and after the Planning Board conducted numerous public hearings, received Planning Board approval for the preliminary major subdivision and preliminary major site Plan for the "Property" as set forth on the "Plans"; and

WHEREAS, the public open space area is more particularly described on Schedules "A", "B" and "C" annexed hereto and made a part hereof; and

WHEREAS, the Zone 2 plan for the Northwest Redevelopment Zone contains a provision allowing for programmable public open space, including the cartway for a portion

of Jackson Street to be reopened between 7th and 8th Streets, which public open space the Planning Board found was easily and obviously accessible to the public and was satisfactorily designed; and

WHEREAS, the Grantor shall have the sole right to determine how to program the open space dedicated herein and to place and use temporary carts, display booths, kiosks and all other equipment necessitated by the various uses in the public open space, which space may be used by the Grantor, its successors and assigns, for events such as, but not limited, to street fairs, art exhibits, craft show, musical performances skating rink and like and similar uses, which Grantor may charge a fee for vendors; and

WHEREAS, the Grantee acknowledges that the Grantor may request permission from the Grantee to temporarily close Jackson Street between 7th and 8th Streets and the Grantee agrees that it will act expeditiously on the Grantor's requests for permission to close Jackson Street and permission will not be unreasonably withheld. The Grantee acknowledges that the temporary closing of Jackson Street between 7th and 8th Streets effectuates the public purpose in creating the public open space as set forth in the City's Ordinance creating the Northeast Redevelopment Zone and as set forth in the Planning Board's approval.

WHEREAS, the Grantor herein desires to grant to the Grantee and the general public the rights of public access intended by the City of Hoboken Land Use Ordinance and the City of Hoboken Planning Board in its approval of the Grantor's project known as "Village West".

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged by the Grantor and in

~~BK107418 PG10072~~
~~BK107622 PG196279~~

further consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of New Jersey, and the City of Hoboken, the Grantor hereby voluntarily grants, and conveys to the Grantee an Easement in perpetuity dedicating the public open space as set forth on the Plans approved by the City of Hoboken Planning Board for "Village West" as programmable public open space for use by the general public during the hours currently mandated by the City of Hoboken Ordinances and in accordance with the terms and conditions of the approval granted by the City of Hoboken Planning Board.

1. Purpose. It is the purpose of this Deed of Easement For Public Open Space to insure that the portion of the Property as set forth on the Plans as public open space approved by the City of Hoboken's Planning Board remains as programmable open public space and shall be open to the public 365 days of the year, 7 days a week at a minimum between the hours of 7 a.m. to 8 p.m. from May 1 through October 31, and from sunrise to sunset from November 1 through April 30 as currently mandated by the Northwest Redevelopment Plan of the City of Hoboken in accordance with the Ordinances of the City of Hoboken and the terms and conditions of the approval granted by the City of Hoboken's Planning Board. Further, the Grantee/his successors and assigns shall:

- (a) Post signs indicating the hours of operation of open space, welcoming the public without restriction.
- (b) Be responsible for the maintenance and security of this open space.

2. Rights of Grantee. To accomplish the purpose of the Easement, the following rights are conveyed to Grantee and general public by this Easement:

BK=274574226+99000280

- (a) To enter upon the Property for the purpose of using the Property for the passive and active recreation facilities proposed by the Grantor's Optionor and approved by the City of Hoboken Planning Board contained in its Resolution of approval dated September 3, 2002.
- (b) The Grantee shall have the right to require the Grantor and/or its Optionor to complete the public open space no later than Phase IV in its development plan as approved by the City of Hoboken Planning Board.
- (c) The Grantee shall have the right to compel the Grantors and/or its Optionor to develop the public open space as identified in Exhibit A-9 as marked into evidence in the proceedings before the City of Hoboken Planning Board and in accordance with the design of the Project for Public Spaces presented and testified to before the City of Hoboken Planning Board.
- (d) The Grantee shall have the right to compel the Grantor and/or the Optionor to maintain and provide adequate security for the open space described in Exhibit "A".

3. Grantee's Remedies. If Grantee determines that the Grantor is in violation of any of the provisions of this Easement, Grantee shall give written notice to the Grantor of such violation, and demand corrective action sufficient to cure the violation and, where the violation involves damage to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so damaged. If the Grantor fails to cure the violation within thirty (30) days after receipt of

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notice thereof from Grantee, or the Grantor shall fail to begin curing such violation within the thirty (30) day period, and shall fail to continue diligently curing such violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte if necessary, by temporary or permanent injunction, and to recover any damages to which it may be entitled for violation of the terms of this Easement or damage to the Property protected by this Easement, including, without limitation, damages for the cost(s) of restoration of the Property to the condition that existed prior to any such damage occurring. Without limiting the Grantor's liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled. The Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

4. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee in the exercise of its rights under this Easement in the event of a breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of its right to enforce the terms of the Easement for any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by

Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any damage or injury to the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, or earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. Costs and Liabilities. The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage.

7. Taxes. The Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by any taxing authority having jurisdiction over the Property (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

8. Hold Harmless. The Grantor shall hold harmless, indemnify, and defend Grantee and its members, officers, employees, agents, and contractors and other representatives (collectively the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any

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property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties.

9. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor shall be entitled to compensation in accordance with applicable law.

10. Assignment. This Easement shall not be assignable except upon the written agreement of the parties.

11. Subsequent Transfers. The Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property. The Grantor further agrees to give written notice to the Grantee of the transfer of any interest in the "Property" at least 30 days prior to the date of such transfer. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

12. Estoppel Certificates. Upon request by the Grantor, the Grantee shall, within 30 days, execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of the Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by the Grantor.

13. Notices. Any notice, demand request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served (a) personally; (b) by certified or registered mail, return receipt required;

(c) by overnight delivery by a nationally recognized courier; or (d) by facsimile, followed by a hard copy sent by any method provided by (a) through (c) addressed as follows:

To Grantor: Monroe Center, LLC
720 Monroe Street, C-308
Hoboken, New Jersey 07030
Fax: 201-795-3815

To Grantee: City Clerk
City of Hoboken
City Hall
Newark and Washington Streets
Hoboken, New Jersey 07030
Fax: 201-420-2009

14. Recordation. Grantor shall record this instrument in a timely fashion in the official records of the Register Hudson County, New Jersey to preserve the Grantee's and Grantor's rights in this Easement and furnish the City Clerk with a recorded copy.

15. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of New Jersey.

(b) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior

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9 BK:07422 PG:00285

discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

(d) No Forfeiture. Nothing contained herein will result in forfeiture or reversion of Grantor's title in any respect.

(e) Successors. The covenants, terms and conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

(f) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(g) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IT WITNESS WHEREOF, Grantor and Grantee have executed this Deed of

~~BK:07422 PG:00079~~
BK:07422 PG:00286

Easement on the day and year first above written.

Attest: 

James J. Farina
City Clerk

MONROE CENTER, LLC

By: 
Managing Member

CITY OF HOBOKEN

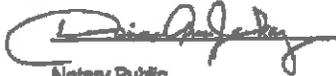
By: 
Cynthia Roberts
Mayor

BK=07622 PG=00287
~~BK=07489 PG=00088~~

STATE OF NEW JERSEY
COUNTY OF HUDSON §

I CERTIFY that on November 11, 2004 Dilawez Hoda personally came before me and this person acknowledges under oath, to my satisfaction, that:

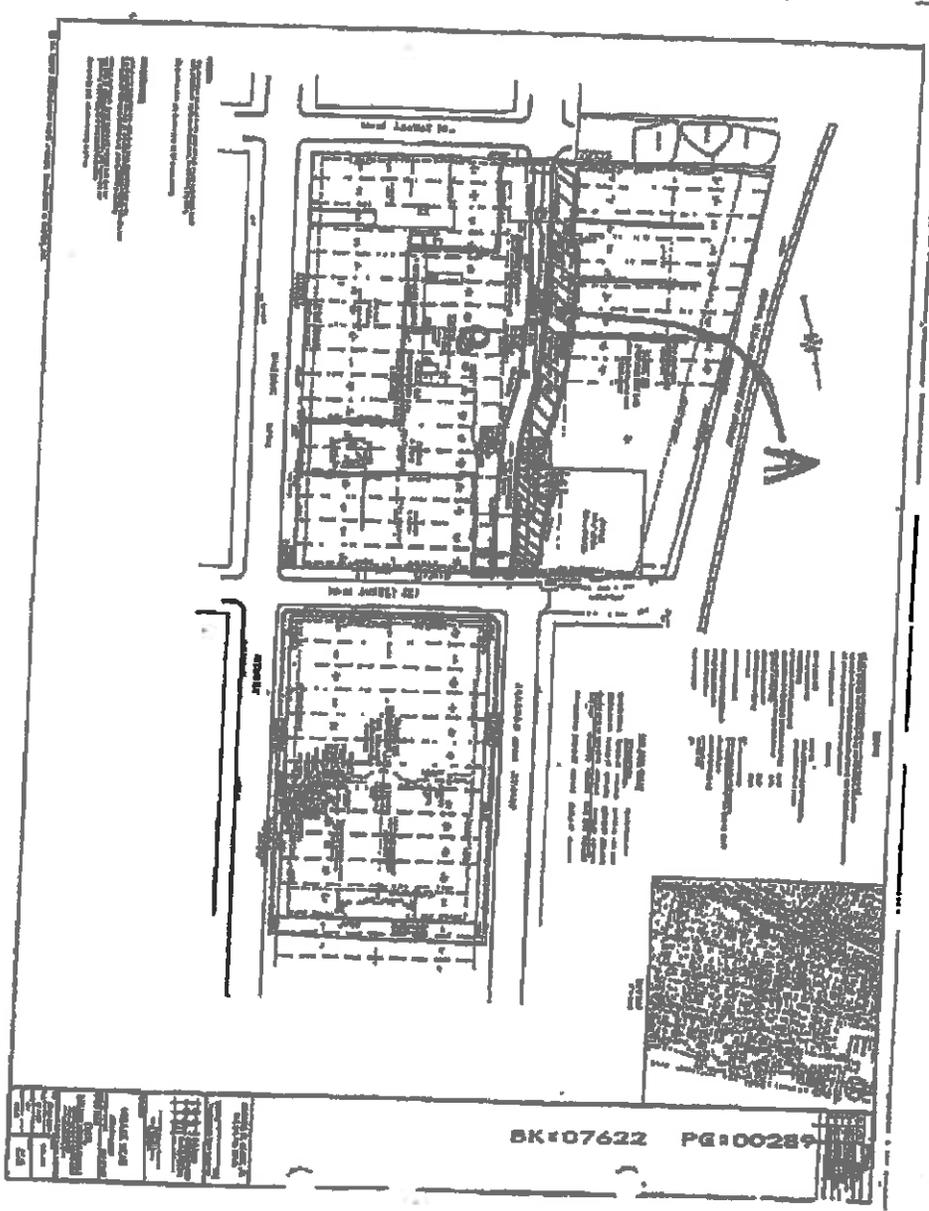
- (a) this person signed, sealed and delivered the attached document as the managing member of Monroe Center, LLC, a Limited Liability Company, the company named in this document; and
- (b) this document was signed and made by the company as its voluntary act and deed by virtue of authority from its members.


Notary Public
State of New Jersey

Dilawez Hoda
ID #1000000000
Expiration: Sept 28, 2008

BK107622 Pg:00288
~~BK107457 Pg:00021~~

EXHIBIT "A"



NO.	DATE	BY	REVISION
1	10/1/57	J.M.	ISSUED FOR CONSTRUCTION
2	10/1/57	J.M.	REVISED TO SHOW CHANGES
3	10/1/57	J.M.	REVISED TO SHOW CHANGES
4	10/1/57	J.M.	REVISED TO SHOW CHANGES
5	10/1/57	J.M.	REVISED TO SHOW CHANGES
6	10/1/57	J.M.	REVISED TO SHOW CHANGES
7	10/1/57	J.M.	REVISED TO SHOW CHANGES
8	10/1/57	J.M.	REVISED TO SHOW CHANGES
9	10/1/57	J.M.	REVISED TO SHOW CHANGES
10	10/1/57	J.M.	REVISED TO SHOW CHANGES

BK:07622 PG:00289

SCHEDULE "A"

**Proposed Public Space Easement
Portion of Lot 1.01 Block 80
City of Hoboken, Hudson County, New Jersey**

BEGINNING at a point, said point being the intersection of the southerly right-of-way line of 8th Street (50' wide), and the westerly line of proposed Lot 2.01 Block 81 and running the following 5 (five) courses;

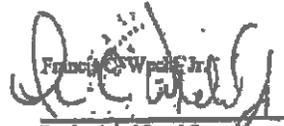
1. S 12°34'59" W a distance of 105.07 feet to a point of curvature, thence;
2. Along a curve to the right, having a radius of 208.00 feet, an arc length of 42.25 feet a delta angle of 11°38'22" having a chord that bears S18°24'09"W for a distance of 42.18 feet to a point of tangency, thence
3. S 24°13'28" W a distance of 69.16 feet to a point of curvature, thence
4. Along a curve to the left, having a radius of 208.00 feet, an arc length of 42.25 feet a delta angle of 11°38'22" having a chord that bears S18°24'09"W for a distance of 42.18 feet to a point of tangency, thence;
5. S 12°34'59" W a distance of 168.21 feet to the northerly sideline of 7th Street, (50' wide) thence;
6. Along said northerly sideline of 7th Street N 77°17'34" W a distance of 22.46 feet to a point, thence;
7. N 12°42'32" E a distance of 84.50 feet to a point, thence
8. N 77°17'28" W a distance of 5.95 feet to a point, thence
9. N 12°42'32" E a distance of 99.56 feet to a point, thence
10. N 24°48'27" E a distance of 147.04 feet to a point, thence
11. N 65°11'33" W a distance of 2.97 feet to a point, thence
12. N 24°48'27" E a distance of 13.83 feet to a point, thence
13. N 65°11'33" W a distance of 18.60 feet to a point, thence

14. N 24°48'27" E a distance of 80.61 feet to a point the southerly right-of-way line of 8th Street, thence

15. Along the southerly right-of-way line of 8th Street S 77°17'54" E a distance of 20.46 feet the point or place of BEGINNING.

Containing 11,068 square feet or 0.254 acres.

The above area being shown on a plan entitled in part entitled "Final Major Subdivision Block 80, Lot 1-9, 10, 11-19 & 19.1; Block 81, Lot 1.1, 1-34; Block 87, Lot 1-12, 21-32, City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski and Sartor Consulting Engineers on March 28, 2001 and last revised on February 11, 2004.


Francis C. Wozniak, Jr.
Professional Land Surveyor
New Jersey License No. 27190

SCHEDULE "B"

**Proposed Public Space Easement
Portion of Lot 3.01, Block 81
City of Hoboken, Hudson County, New Jersey**

BEGINNING at a point in the southerly right-of-way line of 8th Street (50' wide), said point being a common point between the northwesterly corner of Block 81, Proposed Lot 3.01 and the northeasterly corner of Block 81, Proposed Lot 2.01, and running thence;

1. Along the southerly right-of-way line of 8th Street S 77°17'34" E a distance of 20.83 feet to a point, thence;
2. S 12°34'45" W a distance of 99.62 feet to a point, thence;
3. S 77°25'13" E a distance of 179.95 feet to a point in the westerly right-of-way of Monroe Street (65' wide), thence;
4. Along the westerly right-of-way of Monroe Street S 12°42'26" W a distance of 53.97 feet to a point, thence;
5. N 77°12'31" W a distance of 100.36 feet to a point, thence;
6. S 12°47'29" W a distance of 178.25 feet to a point, thence;
7. N 77°12'31" W a distance of 89.50 feet to a point, thence;
8. S 12°47'29" W a distance of 92.84 feet to a point in the northerly right-of-way line of 7th Street (50' wide), thence;
9. Along the northerly right-of-way line of 7th Street N 77°17'34" W a distance of 32.13 feet to a point, thence;
10. Along a common line between Block 81, Proposed Lot 2.01 and Block 81, Proposed Lot 3.01, N 12°34'59" E a distance of 168.25 feet to a point of curvature, thence following five courses along the same common line;

11. On a curve to the right with a radius of 188.00 feet, an arc length of 38.19 feet and who's cord bears N 18°24'09" E a distance of 38.13 feet to a point of tangency, thence;
12. N 24°13'20" E a distance of 69.16 feet to a point of curvature, thence;
13. Continuing along same common line along a curve to the left with a radius of 228.00 feet, an arc length of 46.32 feet and who's cord bears N 18°24'09" E a distance of 46.24 feet to a point of tangency, thence;
14. Continuing across the same, N 12°34'59" E a distance of 105.03 feet to the point and place of BEGINNING.

EXCEPTING there from a parcel for the use of an elevator shaft, described as follows; Beginning at a point, said point distant from the northeasterly corner of Block 81, Proposed Lot 3.01, by the following three courses measure S 12°42'26" W, 99.22 feet, N 77°25'13" W, 35.21 feet, and S 12°47'29" W, 10.12 feet and running thence;

1. S 12°47'29" W a distance of 21.33 feet to a point, thence;
2. N 77°12'31" W a distance of 33.55 feet to a point, thence;
3. N 12°47'29" E a distance of 21.33 feet to a point, thence;
4. S 77°12'31" E a distance of 33.55 feet to the point and place of beginning.

Containing a total area of 36,368 square feet or 0.835 acres.

The above area being shown on a plan entitled in part entitled "Final Major Subdivision Block 80, Lot 1-9, 10, 11-19 & 19.1; Block 81, Lot 1.1, 1-34; Block 87, Lot 1-12, 21-32, City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski and Sartor Consulting Engineers on March 28, 2001 and last revised on February 11, 2004

Francis D. Wechs, Jr.

 Professional Land Surveyor
 New Jersey License No. 27190

BK:07622 PG:00293



PAWEL, BRALOWSKI AND SARTOR
37A New York Blvd. Easton
P.O. Box 4818
Weston, NJ 07095
Tel 732 558-9700
www.pawel.com

SCHEDULE "C"

Proposed Public Space Easement
Lot 2.01 Block 81
City of Hoboken, Hudson County, New Jersey

BEGINNING at a point, said point being the intersection of the southerly right-of-way line of 8th Street (50' wide), and the westerly line of proposed Lot 3.01 Block 81 and running thence;

1. S 12°34'59" W a distance of 105.03 to a point of curvature, thence;
2. Along a curve to the right, having a radius of 228.00 feet, an arc length of 46.32 feet a delta angle of 11°38'22", having a chord that bears S18°24'09"W for a distance of 46.24 feet to a point of tangency, thence;
3. S 24°13'20" W a distance of 69.16 feet to a point of curvature, thence;
4. Along a curve to the left, having a radius of 188.00 feet, an arc length of 38.19 feet a delta angle of 11°38'22", having a chord that bears S18°24'09"W for a distance of 38.13 feet to a point of tangency, thence;
5. S 12°34'59" W a distance of 168.25 feet to a point of intersection of the same with the northerly right-of-way line of 7th Street (50' wide), thence;
6. N 77°17'34" W a distance of 20.00 feet along said northerly right-of-way line of 7th Street to a point in the same, thence;
7. Along a proposed lot line between Block 80, proposed Lot 1.01 and Block 81, proposed Lot 2.01 the following 5 (five) courses;
8. N 12°34'59" E a distance of 168.21 feet to a point of curvature, thence;
9. Along a curve to the right, having a radius of 208.0 feet, an arc length of 42.25 feet a delta angle of 11°38'22" having a chord that bears N18°24'09"E for a distance of 42.18 feet to a point of tangency, thence;
10. N 24°13'20" E a distance of 69.16 feet to a point of curvature, thence;

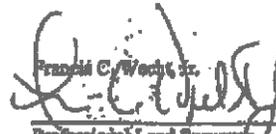
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11. Along a curve to the left, having a radius of 208.0 feet, an arc length of 42.25 feet a delta angle of $11^{\circ}38'22''$ having a chord that bears $N18^{\circ}24'09''E$ for a distance of 42.18 feet to a point of tangency, thence;
12. $N 12^{\circ}34'59'' E$ a distance of 105.07 feet to an intersection with the southerly right-of-way line of 8th Street (50' wide), thence;
13. $S 77^{\circ}17'34'' E$ a distance of 20.00 feet along the said southerly right-of-way line of 8th Street (50' wide) to the point or place of BEGINNING.

Subject to any easements or restrictions of record that an accurate title searches may disclose

Containing 8,539 square feet or 0.196 acres.

The above area being shown on a plan entitled in part entitled "Final Major Subdivision Block 80, Lot 1-9, 10, 11-19 & 19.1; Block 81, Lot 1.1, 1-34; Block 87, Lot 1-12, 21-32, City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski and Sartor Consulting Engineers on March 28, 2001 and last revised on February 11, 2004.


Francis C. Weck, Jr.
Professional Land Surveyor
New Jersey License No. 27190

BK:07422 PG:00295

STATE OF NEW JERSEY
§
COUNTY OF HUDSON

BE IT REMEMBERED, that on this 27 day of January, 2005, before me, Notary public of the State of New Jersey, personally appeared, James J. Farina, City Clerk, who being by me duly sworn, on his oath, deposes and makes proof to my satisfaction, that he is the City Clerk of the City of Hoboken that the execution as well as the making of this instrument, has been duly authorized by a proper Resolution of the governing body of the City of Hoboken; and that the seal affixed to said instrument is the proper seal and was thereto affixed and said instrument signed and delivered by David Roberts, the Mayor of the City of Hoboken, as and for the voluntary act and deed of said City, in the presence of said deponent, who thereupon subscribed his name thereto as attesting witness.



James J. Farina
City Clerk
City of Hoboken

Sworn and subscribed to Before me this
27th day of January, 2005.

A Notary Public of New Jersey
As Attached at Large in New Jersey

BK#07622 PG#00274
~~BK#07459 PG#00882~~
RIR
GENERAL LAND ABSTRACT COMPANY
1 GATEWAY CENTER SUITE 2503
NEWARK NJ 07102-5311
414964

Exhibit I
ROW Easement

Contribution	Amount	Donor	Code	F
County	0.00	State	H.P.N.S.P	19821
General	0.00	Public	Extra	12 Tax
	0.00		3.50	0.00
Total Date: 06/01/2005				

00000465 06/01/2005 10137A
 RECEIVED BARBARA A. CORNELLY
 REC'D HOBOKEN COUNTY
 REC'D REGISTER OF DEEDS
 PREPARED BY [unclear] No. 257822

Joseph T. Daly
 Joseph T. Daly, Esq.

DEED OF PUBLIC RIGHT OF WAY EASEMENT

3
 3116

This Deed is made on November 30, 2004,

BETWEEN MONROE CENTER, L.L.C., a limited liability company of the State of New Jersey, whose address is 720 Monroe Street, O-308, Hoboken, New Jersey 07030, referred to as the "Grantor", and

AND CITY OF HOBOKEN, a Municipal Corporation, whose address is City Hall, Newark and Washington Street, Hoboken, New Jersey 07030, referred to as the "Grantee".

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys ownership of an easement over the property described below to the Grantee. This transfer is made for the sum of ONE (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 40:15-1.1) Municipality of Hoboken, Block No. 81, Lot No. 2.01.

Property. The property consists of the land and all of the buildings and structures on the land in the City of Hoboken, County of Hudson, and State of New Jersey. The legal description is:

SEE DESCRIPTION ANNEXED as Schedule "A"

It is the intent and purpose of this Deed of Public Right of Way Easement to dedicate the property described in Schedule "A" annexed hereto for use as a public street and road purposes for pedestrian use and for the installation of sanitary sewer improvements, drainage improvements, related subdivision improvements and public utilities.

This easement is being granted in order to comply with the preliminary subdivision and site plan approval granted to Monroe Center Development, L.L.C. by Resolution dated September 3, 2002 for this property and the adjoining properties now known as Block 80, Lot 1.01, Block 81, Lot 2.01 and Lot 3.01 and Block 87, Lot 1.01.

The Grantor and its successors and/or assigns shall be responsible for the repair(s), maintenance, snow plowing, cleaning and control of reopened Jackson Street between Seventh (7th) and Eighth (8th) Streets in the City of Hoboken. The Grantors shall not be responsible for the maintenance of the existing sanitary sewer line in Jackson Street. The Grantee shall not have any responsibility to repair, maintain or police this section of Jackson Street. The Grantor in the future may request and if the Grantee accepts Title 30 jurisdiction over this section of Jackson Street, then the Grantee shall be authorized to perform all customary and required police functions on this section of Jackson Street. The applicant will ensure that the roadway will have the ability to be closed to vehicular traffic by means of removable bollards.

6/09/05 00 6-14

Proposed Public Space Easement
Block 51, Proposed Lot 2.01
City of Hoboken, Hudson County, New Jersey

OK
LAWYER
NEW
JERSEY
ST.

The parcel of land hereinafter more particularly described being a proposed ground floor public open easement being known as Block 51, proposed Lot 2.01 in the City of Hoboken, Hudson County, New Jersey. It is the same parcel as shown on a plan entitled "Major Subdivision Block 50, Lot 1-9, 10, 11-19 & 19.1; Block 51, Lot 1.1, 1-34; Block 57, Lot 1-12, 21-32, City of Hoboken, Hudson County, New Jersey" prepared by Pauline, Sobolewski and Sonar Consulting Engineers on March 24, 2001 and bearing the latest revision date of July 30, 2003.

BEGINNING at a point in the southerly right-of-way line of 6th Street (50' wide), said point being a common point between the northwesterly corner of Block 51, proposed Lot 1.01 and the northwesterly corner of Block 51, proposed Lot 2.01, thence along the dividing line between said Block 51, proposed Lot 1.01 and said Block 51, proposed Lot 2.01 the following 5 (five) courses;

1. S 12°34'39" W a distance of 106.03 to a point of curvature, thence;
2. Along a curve to the right, having a radius of 225.6 feet, a length of 44.33 feet a deflection angle of 11°31'22", having a chord that bears S14°34'09"W for a distance of 44.34 feet to a point of tangency, thence;
3. S 24°13'30" W a distance of 69.16 feet to a point of curvature, thence;
4. Along a curve to the left, having a radius of 188.0 feet, a length of 31.12 feet a deflection angle of 11°34'23", having a chord that bears S15°34'09"W for a distance of 31.12 feet to a point of tangency, thence;
5. N 12°34'39" E a distance of 168.25 feet to a point of intersection of the same with the southerly right-of-way line of 7th Street (50' wide), thence;
6. N 77°17'34" W a distance of 70.00 feet along said southerly right-of-way line of 7th Street to a point in the same, thence;
7. Along a proposed block line between Block 50, proposed lot 1.01 and Block 51, proposed lot 2.01 the following 5 (five) courses;
8. N 12°14'39" E a distance of 148.21 feet to a point of curvature, thence;
9. Along a curve to the right, having a radius of 208.0 feet, a length of 42.25 feet a deflection angle of 11°36'22" having a chord that bears N15°34'09"E for a distance of 42.16 feet to a point of tangency, thence;

SEE

200001
200401/01/00000000-0001-0001.000

BK:07568 PG:00317

MAY 5 2003 9 AM

- 10. N 24°13'20" E a distance of 89.16 feet to a point of curvature, thence;
- 11. Along a curve to the left, having a radius of 208.0 feet, a length of 42.25 feet a deflection angle of 11°38'23" having a chord that bears N19°24'09" E for a distance of 42.18 feet to a point of tangency, thence;
- 12. N 12°34'53" E a distance of 105.07 feet to an intersection with the southerly right-of-way line of 8th Street (50' wide), thence;
- 13. S 77°17'34" E a distance of 28.00 feet along the said southerly right-of-way line of 8th Street (50' wide) to the point or place of BEGINNING.

Containing 8,539 square feet or 0.195 acres.

Frederic C. Wertz, Jr.
Frederic C. Wertz, Jr.
 Professional Land Surveyor
 New Jersey License No. 27190

The Grantor, its successors and assigns may request permission from the Grantee to close this section of Jackson Street for all vehicular traffic for limited time periods for public events which the Grantor will sponsor in the adjoining public open space throughout the calendar year. The Grantee will not unreasonably withhold permission to temporarily block off this section of Jackson Street when requested by the Grantor its successor(s) and assign(s) for use of this section of Jackson Street for public events, which use was approved by the Planning Board and is a stated purpose for the mandatory reopening of this section of Jackson Street by the City Council of Hoboken in adopting the Redevelopment Plan for the Northwest Industrial Area of the City of Hoboken. Only the Grantor and its successors and assigns shall have the right to request a temporary closure of Jackson Street.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property other than to place a mortgage on the subject premises. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (except for the making of a mortgage which presently exists on the property).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witness:

MONROE CENTER, L.L.C.


Dariusz Hoda

By: 
Gerard Seddel

STATE OF NEW JERSEY

: SS.:

COUNTY OF HUDSON

Be it remembered, that on this 10 day of November, 2004, before me, the subscriber a Notary Public of the State of New Jersey, personally appeared Gerard Seddel, who, being by me duly sworn on his oath, depose and make proof to my satisfaction, that he is a member of Monroe Center, L.L.C., named in the within instrument; authorized to execute this document on behalf of said Limited Liability Company; and that the execution, as well as the making of this instrument, has been duly authorized; and said instrument was signed and delivered by him as and for his voluntary act and deed of said Limited Liability Company, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and Subscribed Before Me,
this 10 day of November, 2004



Notary Public of
The State of New Jersey

Dariusz Hoda
ID #100100
Expires Sep 28, 2010

BK:07368 PE:00317

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION OR EXEMPTION (S. 49, P.L. 1968) or PARTIAL EXEMPTION (S. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to S. 49, P.L. 1968 or S. 176, P.L. 1975

STATE OF NEW JERSEY COUNTY OF HUDSON

FOR RECORDER'S USE ONLY Consideration \$ Realty Transfer Fee \$ Date By

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #2, 4 and 5 on reverse side) Deponent, Gerard Roddel, being duly sworn according to law upon his/her oath deposes and says that he/she is the surviving member of the Grantor in a deed dated November 30, 2004 transferring real property identified as Block No. 88, Lot 4.01 Lot No. Block 81, Lots 2.81 and 2.81 located at Jackson Street, City of Hoboken, County of Hudson and named herein.

(2) CONSIDERATION (See Instruction #6) Deponent states that, with respect to deed herein annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the cumulative amount of any prior mortgages in which the transfer is subject or which is to be assigned and annexed to be paid by the grantor and any other lien or encumbrance therein not paid, satisfied or removed in connection with the transfer of title is \$ 1.00

(3) FULL EXEMPTION FROM FEE Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by S. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction # 7.) More references to exemption symbol is not sufficient.

(a) For a consideration of less than \$128.00.

(4) PARTIAL EXEMPTION FROM FEE NOTE: All items below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #6 and #7)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by S. 176, P.L. 1975 by the following reason(s):

- A. SENIOR CITIZEN (See Instruction #8)
B. BLIND (See Instruction #9)
C. LOW AND MODERATE INCOME HOUSING (See Instruction #5)
D. NEW CONSTRUCTION (See Instruction #4)

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the statement hereinwith in accordance with the provisions of S. 49, P.L. 1968

Subscribed and sworn to before me this 30 day of November, 2004 Gerard Roddel, Jr. 383 River Road Hoboken, NJ 07030

MORROW CENTER, LLC 720 Morrow Street Hoboken, NJ 07030

FOR OFFICIAL USE ONLY Instrument Number County Deed Number Book Page Deed Dated Date Recorded

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

DEED OF PUBLIC RIGHT OF WAY EASEMENT

Dated: November , 2004

MONROE CENTER, L.L.C.

Grantor,

TO

**CITY OF HOBOKEN,
a Municipal Corporation,**

Grantee

RECORD AND RETURN TO:

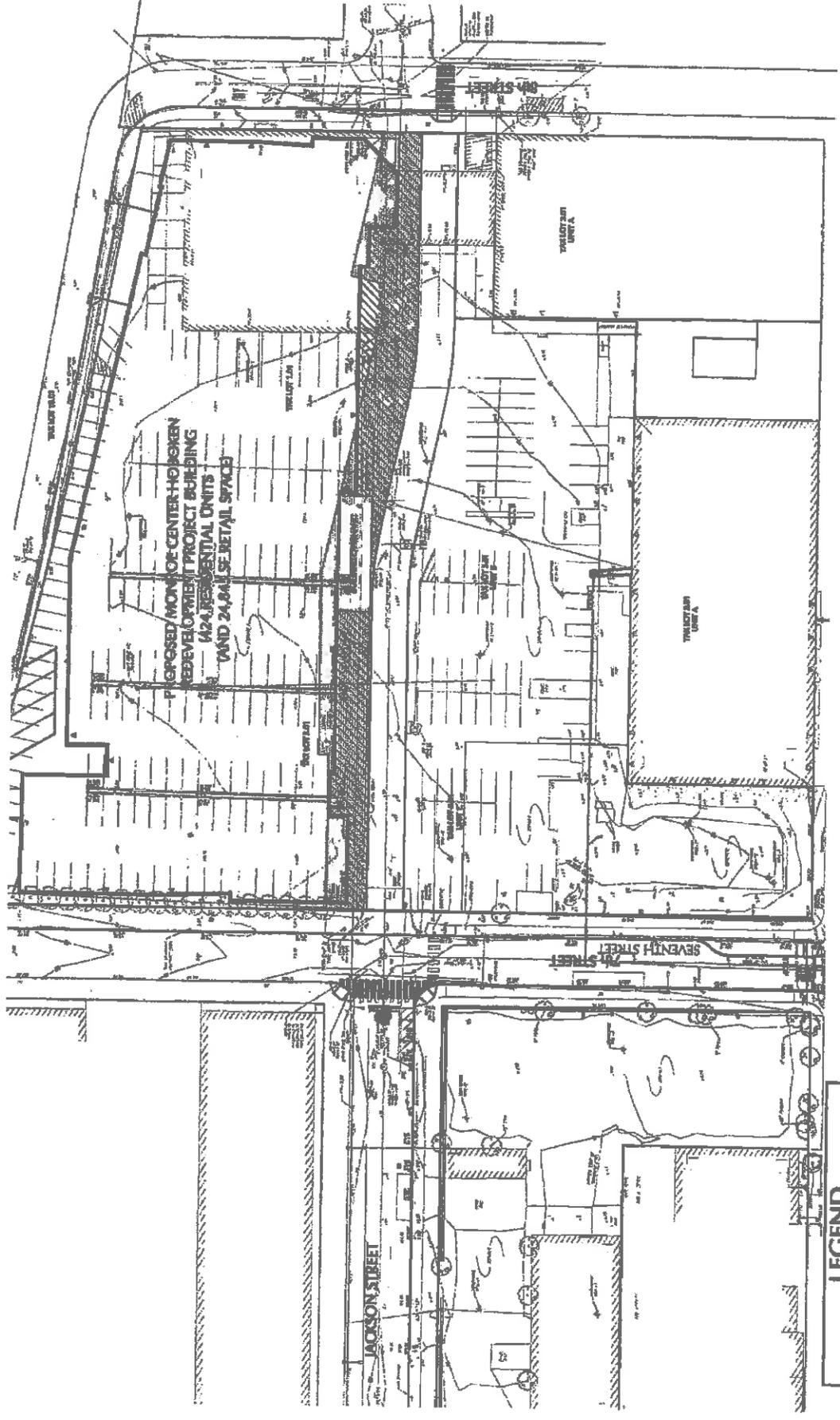
**WEINER LESNIAK, LLP
628 Parsippany Road
P.O. Box 0438
Parsippany, New Jersey 07054**

\\snp-detroit\tr\miller\17558 Deed of Public RightWay Easement.rtd 8-4-03.doc
rev 11/23/04

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BOOK 7568
PAGE 322-330

Exhibit J
Open Space Plan, dated June 3, 2016



PROPOSED MONROE CENTER-HOBOKEN
REDEVELOPMENT PROJECT BUILDING
(424 RESIDENTIAL UNITS
AND 24,041 SF RETAIL SPACE)



SYMBOL	DESCRIPTION
	PROPOSED EASEMENT (7,507 SF)
	FORMER EASEMENT (11,077 SF)

MONROE CENTER HOBOKEN REDEVELOPMENT PROJECT
OPEN SPACE PLAN
3 JUNE 2016

Exhibit K
Form of Monroe III Deed of Easement for Public Access

Record and Return to:

Prepared By:

Greenbaum, Rowe, Smith & Davis LLP
Metro Corporate Campus One
P.O. Box 5600
Woodbridge, New Jersey 07095-0988
Attn: Jack Fersko, Esq.

Jack Fersko, Esq.

DEED OF EASEMENT FOR PUBLIC ACCESS

THIS DEED OF EASEMENT is made on this ___ day of _____, 2016, by and between:

MONROE CENTER HOBOKEN URBAN RENEWAL, LLC, a Delaware limited liability company, having an address of c/o Bijou Properties, LLC, 1422 Grand Street, Hoboken, New Jersey 07030 (hereinafter referred to as "**Grantor**"); and

CITY OF HOBOKEN, a New Jersey municipal corporation, with government offices located at City Hall, 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property and the improvements located on Block 80, Lot 1.10 and Block 81, Lot 2.01, and commonly known as 701 Harrison Street (collectively, the "**Property**"), as currently shown on the Official Tax Map of the City of Hoboken, County of Hudson, State of New Jersey; and

WHEREAS, Grantor's predecessor-in-title, Monroe Center, LLC ("**MC**") executed a Deed of Easement for Public Space in favor of Grantee for purposes of providing public access with regard to the Property as well as additional properties (the "**Monroe Center Easement**") which such Monroe Center Easement, dated November 30, 2004, was recorded in the Office of the Hudson County Register in Deed Book 7459, Page 69 and re-recorded in Deed Book 7622, Page 276 to include schedules, including Schedule B thereto which describes the public access easement encumbering the Property, and was further depicted on filed subdivision plat recorded in the Recorder's Office of Hudson County, New Jersey in Map No. 4002 ("**Map 4002**"); and

WHEREAS, MC also executed a Deed of Public Right of Way Easement from MC to the City dated November 30, 2004 and recorded in the Office of the Hudson County Clerk in Deed Book 7568, Page 316 (the “**ROW Easement**”); and

WHEREAS, Grantor and Grantee wish to amend, confirm and clarify the location and terms of the Monroe Center Easement encumbering the Property; and

WHEREAS, Grantor and Grantee agree that the ROW Easement shall be terminated and replaced in its entirety by this Deed of Easement for Public Access; and

WHEREAS, Grantor desires to grant to the Grantee and the general public the rights of public pedestrian access between 7th Street and 8th Street and ingress and egress to certain improvements to be located upon the property designated as Block 81, Lot 3.01 C000B and Block 81, Lot 3.01 C000C as shown on the Official Tax Map of the City of Hoboken, County of Hudson, State of New Jersey (the “**Proposed Open Space Development**”) and as intended by the City of Hoboken Land Use Ordinance.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises, covenants and conditions hereinafter contained, Grantor does hereby grant and convey to Grantee, its successors and assigns forever, and Grantee does hereby accept, the public access easement set forth herein on the terms and conditions herein contained.

1. **Grant of Public Access Easement.** Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive right of way and easement over, upon and across a portion of the Property, for the purposes of providing public pedestrian access to and egress from the Proposed Open Space Development and between 7th Street and 8th Street. The public access easement is located and described as set forth on **Exhibit A** attached hereto and made a part hereof (the “**Easement Premises**”).

2. **Maintenance.** Grantor, its successors and/or assigns, at Grantor’s sole cost and expense, shall maintain the Easement Premises, including with regard to snow and ice removal and all other necessary maintenance.

3. **No Dedication.** The public access easement is not to be construed as a dedication to the Grantee of the Easement Premises. Furthermore, upon written notice to be provided to the City’s Community Development Director, Grantor may close the Easement Premises for limited periods as may be reasonably necessary to perform any repairs or maintenance or to construct improvements which shall be installed in compliance with all applicable legal requirements.

4. **Reservation of Rights by Grantor.** Subject to the limitations set forth in this Deed of Easement, Grantor shall have the right to use, occupy and enjoy the surface of, the subsurface under, and the air space over the Easement Premises for any lawful purpose which does

not unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement Premises by Grantee. For the purposes of this provision, and notwithstanding anything to the contrary contained herein, Grantee hereby agrees that the construction, installation, repair, replacement or maintenance within the Easement Premises of sewer, gas, electric and other utilities and appurtenant facilities, and any other improvements constructed pursuant to any site plan approval for the Property, installed in compliance with all applicable legal requirements, shall not be deemed to unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement Premises by Grantee.

5. **Indemnification.** Grantor shall indemnify, defend and hold harmless Grantee, and Grantee's members, officers, agents, contractors and other representatives from and against any and all liability, lawsuits, claims, damages, losses, costs and expenses including, without limitation, reasonable attorneys' fees, court costs and legal expenses arising out of, relating to or resulting from: the negligent, reckless or intentional act or omission of Grantor or Grantor's members, officers, agents, contractors and other representatives, in the maintenance, repair, construction or reconstruction of any improvements, or any other act undertaken with respect to the Easement Premises.

6. **Termination of ROW Easement.** The ROW Easement is hereby terminated and of no further force or effect.

7. **Release of Monroe Center Easement upon the Property.** Except as provided herein with respect to the public access easement over the Easement Premises, the Property, as that term is defined herein, is hereby released from the Monroe Center Easement as described therein and depicted on Map 4002.

8. **Notices.** All notices or other communications required or permitted to be given under this Deed of Easement shall be given in writing and delivered personally or mailed by certified or registered mail, postage prepaid, or by a respectable priority delivery service such as Federal Express or UPS, addressed to the address first set forth above. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail; if sent by priority delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery.

9. **Binding Effect.** The terms, covenants and conditions herein contained shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. **Governing Law.** This Deed of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. **No Other Agreements.** This Deed of Easement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Deed of Easement shall not be modified or terminated except by a written instrument signed by both Grantor and Grantee.

12. **Effective Date.** This Deed of Easement shall be effective upon the full execution by both Grantor and Grantee.

13. **Recording.** This Deed of Easement shall be recorded in the Office of the Hudson County Register.

14. **Miscellaneous.** If any provision of this Deed of Easement is found to be invalid or unenforceable, the remainder of this Deed of Easement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Deed of Easement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

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IN WITNESS WHEREOF, Grantor and Grantee have each executed this Deed of Easement as of the date and year first set forth above. Grantee executes this Deed of Easement to acknowledge its consent to the terms and conditions herein contained.

MONROE CENTER HOBOKEN URBAN RENEWAL, LLC, a Delaware limited liability company

By: Monroe Center Hoboken Venture, LLC, a Delaware limited liability company, its Sole Member

By: Monroe Center Partner LLC, a Delaware limited liability company, its Manager

By:

Dated: _____

Name: David Gaber

Title: Authorized Signatory

CITY OF HOBOKEN, a New Jersey municipal corporation,

By: _____

Name: Dawn Zimmer

Title: Mayor

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS.
COUNTY OF HUDSON :

Be it remembered that on this ___ day of _____, 2016, David Gaber personally appeared before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person executed the attached document as the authorized signatory of Monroe Center Partner, LLC, the manager of Monroe Center Hoboken Venture, LLC, the sole member of Monroe Center Hoboken Urban Renewal, LLC, the entity named in this document as Grantor;

(b) this document was signed and made by the Grantor as its duly authorized and voluntary act and deed; and

(c) the full and actual consideration paid, or to be paid for the within Easement, evidenced by the within Deed, as such consideration is defined in N.J.S.A. 46:15-7 is \$1.00.

Attorney at Law of New Jersey
or Notary Public

Exhibit A
Easement Premises

{169522.DOCX.1}

Exhibit L
Phase I Deed of Easement for Public Access

Record and Return to:
Maureen E. Montague, Esq.
Lowenstein Sandler
65 Livingston Avenue
Roseland, New Jersey 07068

Prepared By:


Maureen E. Montague, Esq.

DEED OF EASEMENT FOR PUBLIC ACCESS

THIS DEED OF EASEMENT is made on this ___ day of _____, 2016, by and between:

MONROE INVESTMENT GROUP, LLC, a New Jersey limited liability company, having an address at c/o Hershy Weiss, 720 Monroe Street, Hoboken, New Jersey 07030 (hereinafter referred to as "**Grantor**"); and

CITY OF HOBOKEN, a New Jersey municipal corporation, with government offices located at City Hall, 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property and the improvements located on Block 81, Lot 3.01 C00A (the "**Property**"), as currently shown on the Official Tax Map of the City of Hoboken, County of Hudson, State of New Jersey; and

WHEREAS, Grantor's predecessor-in-title, Monroe Center, LLC executed a Deed of Easement for Public Space in favor of Grantee for purposes of providing public access with regard to the Property as well as additional properties (the "**Monroe Center Easement**") which such Monroe Center Easement, dated November 30, 2004, was recorded in the Office of the Hudson County Register in Deed Book 7459, Page 69 and re-recorded in Deed Book 7622, Page 276 to include schedules, including Schedule B thereto which describes the public access easement encumbering the Property; and

WHEREAS, Grantor and Grantee wish to confirm and clarify the location and terms of the Monroe Center Easement encumbering the Property; and

WHEREAS, Grantor and Grantee agree that this Deed of Easement for Public Access shall restate, confirm and clarify that portion of the Monroe Center Easement applicable to the Property; and

WHEREAS, Grantor desires to grant to the Grantee and the general public the rights of public access for ingress and egress to certain improvements to be located upon property designated as Block 81, Lot 3.01 C000B as shown on the Official Tax Map of the City of Hoboken, County of Hudson, State of New Jersey (the "Proposed Open Space Development") and as intended by the City of Hoboken Land Use Ordinance.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises, covenants and conditions hereinafter contained, Grantor does hereby grant and convey to Grantee, its successors and assigns forever, and Grantee does hereby accept, the public access easement set forth herein on the terms and conditions herein contained.

1. **Grant of Public Access Easement.** Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive right of way and easement over, upon and across the Property, for the purposes of providing public pedestrian access to and egress from the Proposed Open Space Development. The public access easement is located and described as set forth on Exhibit A attached hereto and made a part hereof (the "Easement Premises").

2. **Maintenance.** Grantor, its successors and/or assigns, at Grantor's sole cost and expense, shall maintain the Easement Premises, including with regard to snow and ice removal and all other necessary maintenance.

3. **No Dedication.** The public access easement is not to be construed as a dedication to the Grantee of the Easement Premises. Furthermore, upon written notice to be provided to the City's Community Development Director, Grantor may close the Easement Premises for limited periods as may be reasonably necessary to perform any repairs or maintenance or to construct improvements which shall be installed in compliance with all applicable legal requirements.

4. **Reservation of Rights by Grantor.** Subject to the limitations set forth in this Deed of Easement, Grantor shall have the right to use, occupy and enjoy the surface of, the subsurface under, and the air space over the Easement Premises for any lawful purpose which does not unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement Premises by Grantee. For the purposes of this provision, and notwithstanding anything to the contrary contained herein, Grantee hereby agrees that the construction, installation, repair, replacement or maintenance within the Easement Premises of sewer, gas, electric and other utilities and appurtenant facilities, and any other improvements constructed pursuant to any site plan approval for the Property, installed in compliance with all applicable legal requirements, shall not be deemed to unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement Premises by Grantee.

5. **Indemnification.** Grantor shall indemnify, defend and hold harmless Grantee, and Grantee's members, officers, agents, contractors and other representatives from and against any and all liability, lawsuits, claims, damages, losses, costs and expenses including,

without limitation, reasonable attorneys' fees, court costs and legal expenses arising out of, relating to or resulting from: the negligent, reckless or intentional act or omission of Grantor or Grantor's members, officers, agents, contractors and other representatives, in the maintenance, repair, construction or reconstruction of any improvements, or any other act undertaken with respect to the Easement Premises.

6. **Notices.** All notices or other communications required or permitted to be given under this Deed of Easement shall be given in writing and delivered personally or mailed by certified or registered mail, postage prepaid, or by a respectable priority delivery service such as Federal Express or UPS, addressed to the address first set forth above. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail; if sent by priority delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery.

7. **Binding Effect.** The terms, covenants and conditions herein contained shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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

9. **No Other Agreements.** This Deed of Easement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Deed of Easement shall not be modified or terminated except by a written instrument signed by both Grantor and Grantee.

10. **Effective Date.** This Deed of Easement shall be effective upon the full execution by both Grantor and Grantee.

11. **Recording.** This Deed of Easement shall be recorded in the Office of the Hudson County Register.

12. **Miscellaneous.** If any provision of this Deed of Easement is found to be invalid or unenforceable, the remainder of this Deed of Easement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Deed of Easement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

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IN WITNESS WHEREOF, Grantor and Grantee have each executed this Deed of Easement as of the date and year first set forth above. Grantee executes this Deed of Easement to acknowledge its consent to the terms and conditions herein contained.

MONROE INVESTMENT GROUP, LLC,
a New Jersey limited liability company

By: Mayer Weiss
Name: Mayer Weiss
Title: Managing Member

CITY OF HOBOKEN, a New Jersey
municipal corporation,

By: _____
Name: Dawn Zimmer
Title: Mayor

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS.
COUNTY OF HUDSON :

Be it remembered that on this 22 day of MAY, 2016, Mayer Weiss personally appeared before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person executed the attached document as Managing Member of Monroe Investment Group, LLC, the Grantor named in this document;

(b) this document was signed and made by the Grantor as its duly authorized and voluntary act and deed; and

(c) the full and actual consideration paid, or to be paid for the within Easement, evidenced by the within Deed, as such consideration is defined in N.J.S.A. 46:15-7 is \$1.00.



Attorney at Law of New Jersey
or Notary Public

ISAAC KATZ
NOTARY PUBLIC OF NEW JERSEY
ID 2084157
BY COM. 15011 P.P.F.S. JANUARY 23, 2011

Exhibit A



CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYORS

192 MADISON STREET
HOBOKEN, NEW JERSEY 07030

Telephone: (201) 782-0446

FAX: (201) 782-7714

www.surveyornj.com

DESCRIPTION

PROPOSED EASEMENT AREA 1 LOT 3.01 C00A, BLOCK 81 HOBOKEN, HUDSON COUNTY, NJ

BEGINNING at a point in the westerly line of Monroe Street, a distance of 110.21 feet southerly from its intersection with the southerly line of Eighth Street, running thence

1. S-12°-42'-26"-W, along the westerly line of Monroe Street, a distance of 33.02 feet to a point, thence
2. N-77°-17'-34"-W, and parallel with Eighth Street, a distance of 100.51 feet to a point, thence
3. N-12°-42'-26"-E, a distance of 33.02 feet to a point, thence
4. S-77°-17'-34"-E, a distance of 100.47 feet to a point in the westerly line of Monroe Street, said point being the point or place of beginning.

Known as part of Lot 3.01, in Block 81, as shown on the Official Tax Assessment Map for Hoboken, Hudson County, New Jersey.



CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYORS

182 MADISON STREET
HOBOKEN, NEW JERSEY 07030

Telephone: (201) 782-0446
FAX: (201) 782-7714

www.surveyorj.com

DESCRIPTION

**PROPOSED EASEMENT AREA 2
LOT 3.01 C00A, BLOCK 81
HOBOKEN, HUDSON COUNTY, NJ**

BEGINNING at a point in the southerly line of Eight Street, a distance of 180.65 feet westerly from its intersection with the westerly line of Monroe Street, running thence

1. S-12°-42'-26"-W, a distance of 100.94 feet to a point, thence
2. N-77°-25'-13"-W, a distance of 20.13 feet to a point, thence
3. N-12°-34'-59"-E, a distance of 100.98 feet to a point in the southerly line of Eighth Street, thence
4. S-77°-17'-34"-E, along the southerly line of Eighth Street, a distance of 20.35 feet to a point, said point being the point or place of beginning.

Known as part of Lot 3.01, in Block 81, as shown on the Official Tax Assessment Map for Hoboken, Hudson County, New Jersey.