

City Clerk File No. Ord. 09-032

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-032

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 26 (VEHICLES AND TRAFFIC) ARTICLE X(SCHEDULES) AMENDING SCHEDULE 1(ONE-WAY STREETS) OF THE JERSEY CITY CODE REVERSING THE DIRECTION OF LIBERTY AVENUE BETWEEN CARLTON AVENUE AND LAKE STREET FROM A ONE WAY "SOUTHBOUND" TO A ONE WAY "NORTHBOUND"

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

1. Chapter (Vehicles and Traffic) Article X(Schedules) of the Jersey City Code is hereby supplemented as follows:

Section 26-95

SCHEDULE 1 ONE-WAY STREETS

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below.

Name of Street	Direction	Limits	Parking Permitted
1. Liberty Avenue	South	[<i>Carlton Avenue</i>] <u>Lake Street</u> to Spruce Street	Pursuant to Chapter 26
	South	Hutton Street to Manhattan Avenue	Pursuant to Chapter 26
	North	Newark Avenue to St. Paul's Avenue	Pursuant to Chapter 26
	North	[<i>Carlton Avenue</i>] <u>Lake Street</u> to Manhattan Avenue	Pursuant to Chapter 26
	North	Leonard Street to Secaucus Road	Pursuant to Chapter 26

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
- The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: New material to be inserted is underscored; material to be repealed is in [*brackets*].

JDS:pcl
(03/13/09)

APPROVED: *[Signature]*
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

APPROVED: *[Signature]*
Municipal Engineer

APPROVED: *[Signature]*
Business Administrator

Certification Required

Not Required

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

An ordinance supplementing Chapter 26(Vehicles and Traffic) Article X(Schedules) amending Schedule 1(One Way Streets) of the Jersey City Code reversing the direction of Liberty Avenue between Carlton Avenue and Lake Street from a one way "southbound" to a one way "northbound"

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic and Transportation, Division of Engineering, Traffic and Transportation

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Reverse the direction of Liberty Avenue between Carlton Avenue and Lake Street from a one way "south" to a one way "north"

4. Reasons (need) for the proposed program, project, etc.:

Due to the closing of Spruce Street at Route 1&9(Truck), as part of the Route 1&9(Truck) Expansion Project, the traffic patterns in this neighborhood were recently changed. The one way designation on Liberty Avenue between Carlton Avenue and Lake Street created a problem with the traffic flow in the neighborhood as well as an additional hardship for the constituents residing on the S/S of Carlton Avenue between Liberty Avenue and Kennedy Boulevard.

5. Anticipated benefits to the community:

Improve traffic safety and circulation.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

No Cost to the City - DOT Project - DOT will install the required signs and pavement markings

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8. Anticipated completion date:

Twenty days after adoption by the Jersey City Municipal Council

9. Person responsible for coordinating proposed program, project, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, 201.547.4468

10. Additional comments:

Ordinance proposed at the recommendation of Councilman Gaughan on behalf of the constituents from the neighboring streets (Manhattan Avenue on the north, Spruce Street on the South, Kennedy Boulevard on the east and Tonnele Avenue on the west)

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

William R. Goble
Municipal Engineer

3.10.09
Date

Signature of Department Director

Date

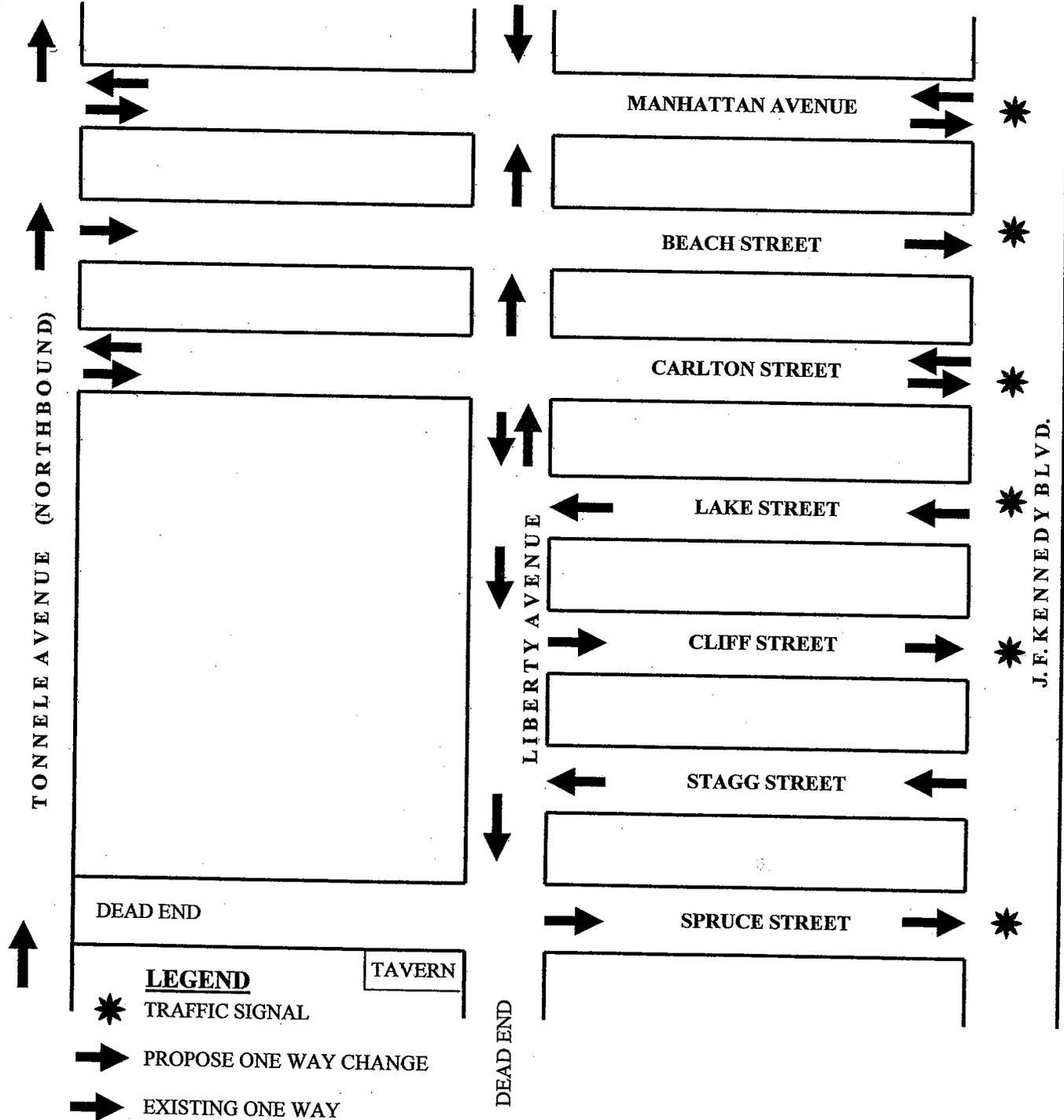
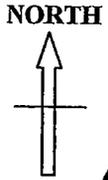
CITY OF
JERSEY CITY

DEPARTMENT OF ADMINISTRATION
 DIVISION OF ENGINEERING
 TRAFFIC AND TRANSPORTATION



WILLIAM R. GOBLE, P.E., CITY ENGINEER
 CHUCK F. LEE, P.E., ASST. CITY ENGINEER

HONORABLE JERRAMIAH HEALY, MAYOR
 BRIAN O'REILLY, BUSINESS ADMINISTRATOR



City Clerk File No. Ord. 09-033

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-033

TITLE: **AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XI (SCHEDULES) SCHEDULE 25 (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 18 CATOR AVENUE; 57 CLARKE AVENUE; 48 COUNTRY VILLAGE ROAD; 201 FREEMAN AVENUE; 25 KENSINGTON AVENUE; 118 NEPTUNE AVENUE AND 92 SOUTH STREET**

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

1. Chapter 332 (Vehicles and Traffic) Article XI (Schedules) of the Jersey City Code is hereby supplemented as follows:

Section 332-77

SCHEDULE 25

PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

Thomas Schmidt

18 Cator Avenue

Doaa N. Ameen

57 Clarke Avenue

Anne Marie Lavelle

48 Country Village Road

Angelina Jackson

201 Freeman Avenue

Gregory Ayala

25 Kensington Avenue

Hyott Hall Jr.

118 Neptune Avenue

Katina Holevas

92 South Street

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All the material to be inserted is new and underscored.

JDS:pc1
(03.10.09)

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

APPROVED: [Signature] 3/9/09
Municipal Engineer
APPROVED: [Signature]
Business Administrator

Certification Required

Not Required

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance:

An ordinance supplementing Chapter 332(Vehicles and Traffic) Article VI(Schedules) Schedule 25(Parking for the Disabled) of the Jersey City designating a reserved parking space for the disabled at 18 Cator Avenue; 57 Clarke Avenue; 48 Country Village Road; 201 Freeman Avenue; 25 Kensington Avenue; 118 Neptune Avenue and 92 South Street

2. Name and title of person initiating the ordinance:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Designate a reserved parking space for the disabled at various locations throughout the City, for those disabled individuals whose applications have been reviewed and approved by The Municipal Council Committee for Disabled Parking.

4. Reasons (need) for the proposed program, project, etc.:

To provide a reserved parking space for a disabled individual who has documented that his or her disability is severe enough to limit his mobility or so severe that he or she cannot be left unattended while the designated driver brings the vehicle to him or her or parks the vehicle.

5. Anticipated benefits to the community:

Allow those disabled individuals, whose application was approved by The Municipal Council Committee for Disabled Parking, to have a reserved parking space designated at his or her residence, therefore, improving the quality of his or her life.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, state, and Federal Funds to be used, as well as match and in-kind contribution:

Approximately \$200.00 per sign/post installation for a total of \$2,600.00
14 reserved parking signs and 12 channels

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8. Anticipated completion date:

Twenty days after adoption by the Jersey City Municipal Council

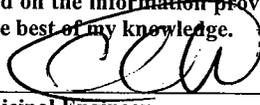
9. Person responsible for coordinating proposed program, project, etc.:

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation ex. 4492

10. Additional comments:

Ordinance proposed at the request of The Municipal Council Committee for Disabled Parking

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Municipal Engineer

3/2/09

Date

Signature of Department Director

Date



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-034

TITLE: ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A MIXED AFFORDABLE AND MARKET RATE RENTAL HOUSING PROJECT TO BE CONSTRUCTED BY AHM ASSOCIATES, LLC, A QUALIFIED HOUSING SPONSOR UNDER THE NEW JERSEY MORTGAGE HOUSING FINANCE AGENCY LAW N.J.S.A. 55:14K-1 ET SEQ.

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

WHEREAS, AHM Housing Associates, LLC, is a qualified housing sponsor under the New Jersey Mortgage Housing Finance Agency Law N.J.S.A. 55:14K-1 et seq.; and

WHEREAS, AHM Housing Associates, LLC, is the ground lessee of certain property known as Block 1651 Lot 6, to be known as Lots 6.01 and 6.07 on City's Tax map and more commonly known by the street address of 320, 324 and 328 Duncan Avenue, Jersey City, New Jersey [Property] for a period coterminous with the term of the tax exemption; and

WHEREAS, AHM Housing Associates, LLC, proposes to construct a housing project to be regulated and financed pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq. on the Property; and

WHEREAS, AHM Housing Associates, LLC, applied for a 30 year tax exemption to construct certain improvements on the Property to create a total of sixty (60) residential rental apartments, consisting of forty-two (42) moderate income units, seven (7) low income units and eleven (11) market rate rental units, for a total of forty-nine (49) affordable units; and

WHEREAS, AHM Housing Associates, LLC, has agreed to pay a service charge estimated to be, based upon 6.28% of annual gross revenue for years 1-10; 10% for years 11-20; and 15% for years 21-30, and

WHEREAS, the work to be performed under the federal assistance program funding this project will be done in accordance with 12 USC 1701 (U) and 24 CFR 135, section 3, which maintains training and employment for low income residents and contracts to be awarded to low income Jersey City residents or businesses; and

WHEREAS, AHM Housing Associates, LLC, will also provide employment and other economic opportunities for City residents and businesses in accordance with a Project Employment Agreement; and

WHEREAS, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption for the following reasons:

1. The City will apply to receive credit for creating forty-nine (49) low and moderate income rental housing against the units needed within the City of Jersey City as determined by the New Jersey Council on Affordable Housing and eleven (11) units will be market units, constituting a typical Hope VI Project; and

ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A MIXED AFFORDABLE AND MARKET RATE RENTAL HOUSING PROJECT TO BE CONSTRUCTED BY AHM ASSOCIATES, LLC, A QUALIFIED HOUSING SPONSOR UNDER THE NEW JERSEY MORTGAGE HOUSING FINANCE AGENCY LAW N.J.S.A. 55:14K-1 ET SEQ.

2. There is an especially compelling need for decent safe and affordable housing for low income families, who are currently paying over 30% of their income for housing; and
3. The project will generate approximately 70 full-time construction jobs and 3 permanent jobs.
4. The construction of the improvements will stabilize the neighborhood and should generate additional tax revenue; and

WHEREAS, the City hereby determines that the tax exemption is necessary to insure the success of the project for the following reasons:

1. The reduced tax payments allow the owner to stable its operating budget, allowing a high level of maintenance to the building over the life of the project;
2. The reduction in taxes makes the Project attractive to investors of low income housing tax credits and makes the project eligible for financing from the New Jersey Housing and Mortgage Finance Agency, needed to fund the Project; and
3. The reduced tax payments will allow the owner to maintain the low and moderate income units at the lowest rents possible within the income guidelines; and

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

1. The application of AHM Housing Associates, L.L.C., a qualified housing sponsor under the New Jersey Mortgage Housing Finance Agency Law N.J.S.A. 55:14K-1 et seq.; for a tax exemption is hereby approved subject to the following terms and conditions:
 - (a) Term: 30 years or earlier, upon the expiration of the affordability controls or the term of the HMFA mortgage;
 - (b) Service Charge: 6.28% of Annual Gross Revenue, estimated to be \$24,367, based upon 6.28% of annual gross revenue for years 1-10; \$47,136 based upon 10% for years 11-20 and \$87,542 based upon 15% for years 21-30.
 - (c) Project: a total of sixty (60) residential rental housing, of which a total of forty-nine (49) units are low or moderate income to be applied against the units needed within the City of Jersey City as determined by the New Jersey Council on Affordable Housing; and
 - (d) Property: Block 1651, Lot 6, to be known as Lots 6.01 and 6.07 on the City's Tax map and more commonly known by the street address of 320, 324 and 328 Duncan Avenue, Jersey City, New Jersey.
2. The Mayor or Business Administrator is authorized to execute a tax exemption Financial Agreement, which includes a Project Employment Agreement in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator and Corporation Counsel deems appropriate or necessary.
3. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A MIXED AFFORDABLE AND MARKET RATE RENTAL HOUSING PROJECT TO BE CONSTRUCTED BY AHM ASSOCIATES, LLC, A QUALIFIED HOUSING SPONSOR UNDER THE NEW JERSEY MORTGAGE HOUSING FINANCE AGENCY LAW N.J.S.A. 55:14K-1 ET SEQ.

4. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

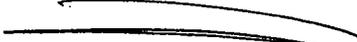
5. This ordinance shall take effect at the time and in the manner provided by law.

6. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

JM/he
3/18/09

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: 

Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 09-035

Agenda No. 3.D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-035

TITLE: ORDINANCE AUTHORIZING THE EXECUTION OF A MAINTENANCE AGREEMENT AND DEED OF EASEMENT AFFECTING THE PLAZA AREA AT JOURNAL SQUARE IN CONNECTION WITH THE CONSTRUCTION OF CONDOMINIUM UNITS A B AND C OF THE 1 JOURNAL SQUARE CONDOMINIUM

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

WHEREAS, MEPT Journal Square Urban Renewal, LLC, MEPT Journal Square Tower North Urban Renewal, LLC, and MEPT Journal Square Tower South Urban Renewal, LLC (Developer) own certain real property described as Block 1866, Lots B3, B4, C1, 16, 17A, 18A, 19, 20, 25H and 25J (Property) on the City of Jersey City (City) Tax Map; and

WHEREAS, the Developer intends to develop and construct a commercial base building referred to in a master deed as Unit C which will be leased to retail and commercial tenants and a public parking garage, a residential tower referred to in the master deed as Unit A utilizing the commercial unit as a pedestal for the building, and another residential tower referred to in the master deed as Unit B utilizing the commercial unit as a pedestal for the building (Project); and

WHEREAS, a portion of the Journal Plaza adjoining the westerly boundary of the Developer's Property is a street known as Wilks Street that was never vacated (Exhibit P 1.0 attached); and

WHEREAS, an Ordinance vacating Wilks Street has been adopted by the City Council; and

WHEREAS, the westerly boundary of the Developer's Property now extends to the centerline of the vacated Wilks Street (Exhibit P 1.4 attached); and

WHEREAS, the City is the fee simple owner of the westerly side of the vacated Wilks Street and that portion of the Plaza adjoining the westerly side of the vacated street (Exhibit P 1.2 attached); and

WHEREAS, the City adopted the Journal Square Redevelopment Plan which includes the construction of improvements to the Plaza; and

WHEREAS, as a condition of project site plan approval, the Developer is obligated to make certain improvements to the City's Plaza and to enter into an agreement requiring the Developer or its successors to supplement maintenance services performed by the City or other governmental agencies within the Plaza; and

WHEREAS, the City agrees to grant Developer an easement for the purposes of maintaining the Plaza improvements; and

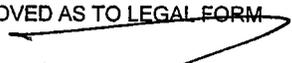
WHEREAS, the City and Developer are authorized to execute a Maintenance Agreement and Deed of Easement pursuant to N.J.S.A. 40A:12-5, N.J.S.A. 40:67-1 and N.J.S.A. 40A:12A-1 et seq.

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

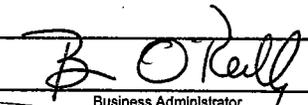
- 1) The above recitals incorporated herein by reference;
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Maintenance Agreement and Deed of Easement affecting the Plaza area adjoining the westerly boundary of the Developer's Property; and
- 3) The purpose of the easement granted to the Developer is to create a non-exclusive easement affecting the City's Plaza for the purpose of constructing and maintaining the Plaza Improvements.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be part of the Jersey City Code though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

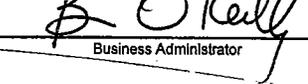
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RR
3-18-09

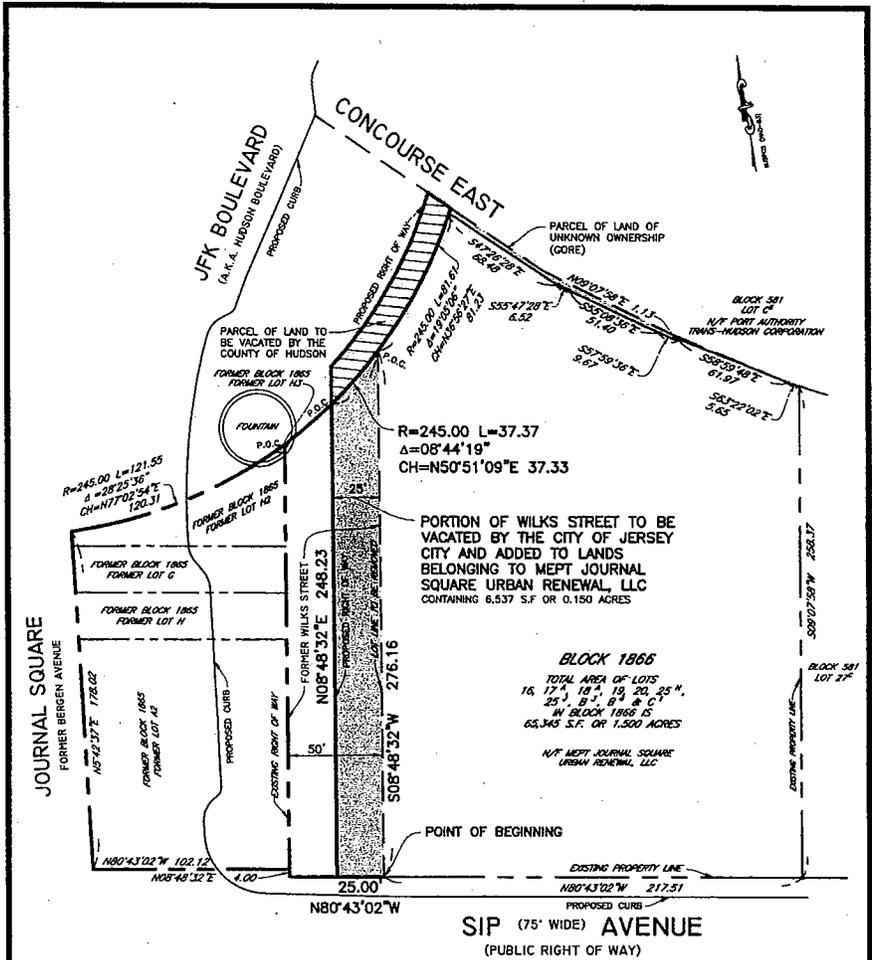
APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: 

APPROVED: 
Business Administrator

Certification Required
Not Required



FORMER BLOCK 1865, LOTS A2 & H BELONGING TO THE CITY OF JERSEY CITY.

FORMER BLOCK 1865, LOTS G, H2 & H3 BELONGING TO THE COUNTY OF HUDSON

NOTES:

- SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND AGREEMENTS OF RECORD.
- BOUNDARY INFORMATION FOR LOTS 16, 17, 18, 19, 20, 25, 25', B', B' & C' IN BLOCK 1866, AS PER MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, MEPT JOURNAL SQUARE URBAN RENEWAL, LLC, JOURNAL SQUARE DEVELOPMENT URBAN RENEWAL, LLC, LOTS 16, 17, 18, 19, 20, 25, 25', B', B' & C' IN BLOCK 1866, CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY," PREPARED BY DRESDNER ROBIN, DATED 03.28.07 AND LAST REVISED 09.16.08. JOB No. 9886-01

NO.	DATE	ISSUE OR REVISION	BY
REVISIONS			
PORTION OF WILKS STREET TO BE VACATED BY THE CITY OF JERSEY CITY IN THE CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY			
DRAWN BY:	CHECKED BY:	DRAWING NUMBER:	
TJR	BDC	P 1.4	
SCALE: 1" = 60'	DATE:	JOB NUMBER:	
	03-13-09	9668-01	
SHEET 1 OF 1			

BRUCE D. CALLAHAN
PROFESSIONAL LAND SURVEYOR
N.J. LICENSE NUMBER 24GS02747500

DRESDNER ROBIN
HANSON ENGINEERING DIVISION
7000 PEGASUS BLVD., WAYNE, NJ 07470
(TEL) 973-986-2800 (FAX) 973-986-1300
CERTIFICATE OF AUTHORIZATION # - 24AG02762000

DUPLICATE REPRODUCTION OF THIS DRAWING IS PROHIBITED. ANY REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF DRESDNER ROBIN IS STRICTLY PROHIBITED.

JOB No. 9886-01

**MAINTENANCE AGREEMENT AND DEED OF EASEMENT
FOR CONDOMINIUM UNITS A, B AND C
OF THE ONE JOURNAL SQUARE CONDOMINIUM**

This Maintenance Agreement and Deed of Easement for Master Condominium Units A, B,C of the One Journal Square Condominium (the "Agreement") is executed this _____ day of _____, 2009 (the "Agreement Date"), by and among MEPT Journal Square Urban Renewal LLC, a New Jersey limited liability company, MEPT Journal Square Tower North Urban Renewal LLC, a New Jersey limited liability company, MEPT Journal Square Tower South Urban Renewal LLC, a New Jersey limited liability company (collectively, the "Developer") and the City of New Jersey (the "City").

Recitals

WHEREAS, Developer owns that certain real property described as Block 1866, Lots B3, B4, C1, 16, 17A, 18A, 19, 20, 25H and 25J on the Tax Map of the City (the "Property"); and

WHEREAS, the Property has recorded a Master Deed of Condominium for the Property which segregates the Property into three (3) condominium units upon which Developer intends to develop and construct (a) a commercial base building referred in the Master Deed as Unit C which will be leased to retail and commercial tenants and a public parking garage (the "Commercial Unit"), (b) a residential rental tower referred to in the Master Deed as Unit A utilizing the Commercial Unit as a pedestal for this building (the "Tower North Unit"), and (c) another residential rental tower referred to in the Master Deed as Unit B also utilizing the Commercial Unit as a pedestal for this building (the "Tower South Unit"). The Commercial Unit, the Tower North Unit and the Tower South Unit shall collectively be referred to as the "Project"; and

WHEREAS, the Journal Square Redevelopment Area includes that certain parcel of land owned by the City which is adjacent to the Property (the "City Property"); and

WHEREAS, the City has agreed to vacate that certain portion of the City Property which is located within a distance of twenty-five (25) feet from the westerly boundary of

the Property and runs along the length of the City Property to Developer (the "Vacation Area").

WHEREAS, after the City's vacation of the Vacation Area to Developer, the City will own the balance of the City Property less the Vacation Area as legally described on Exhibit A, attached hereto, (the "Plaza"); and

WHEREAS, the City has adopted the Amended and Restated Journal Square Redevelopment Plan which governs the land use and construction of the Project (the "Redevelopment Plan"); and

WHEREAS, the Developer obtained preliminary major site plan approval from the Planning Board of the City for the construction of the Project at the Property (the "Approved Site Plan"); and

WHEREAS, pursuant to the Approved Site Plan and the Redevelopment Plan, the Developer is obligated to make certain improvements to the Plaza and maintain other improvements already located on the Plaza, including the fountain, the statue and kiosk (collectively, the "Plaza Improvements"); and

WHEREAS, in connection with the construction of the improvements to the Plaza, Developer has agreed to supplement the maintenance services program performed by the City and other governmental agencies within the Plaza, and the City has agreed to provide an easement to Developer in connection therewith; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of memorializing the rights and responsibilities of each party with respect to the Plaza.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. The City hereby grants Developer an easement for occupancy, use, ingress and egress on, over and across the Plaza for the purposes and under the terms and conditions described in this Agreement.

2. Developer's Use of the Plaza. Developer is hereby permitted to use and occupy the Plaza and Plaza Improvements for purposes specified below.

a. Improvements. Developer shall be permitted to construct, install and furnish the improvements to the Plaza (in addition to the Plaza Improvements already in place as of the Agreement Date) as permitted under the Approved Site Plan and Redevelopment Plan. The cost of the construction of the Plaza Improvements shall be paid for by the Developer, except with respect to such Plaza Improvements which already exist on the Plaza as of the Agreement Date.

b. Maintenance Services. Developer shall perform, or cause to perform, the following services on the Plaza, in addition to those of the City and other agencies:

(1) Removal of litter, garbage and other waste in coordination with any municipal services provided to the Plaza, at such time or times as appropriate to insure that the Plaza and the Plaza Improvements are at all times clean and free of any such litter, garbage or waste;

(2) Removal of all graffiti and other unapproved markings on the Plaza and the Plaza Improvements;

(3) Provide routine and regular periodic maintenance, replacement and repair of the Plaza and the Plaza Improvements, including, without limitation, such maintenance, replacement and repair as required as a result of vandalism or accident;

(4) Prompt removal of snow and ice from the Plaza to allow safe and secure pedestrian access to the Plaza;

(5) Provide routine and regular periodic landscaping of the Plaza, including tree pruning, hedge clipping, lawn care, maintenance of beds, fertilizing, plantings and similar services; and

(6) Such other maintenance and repair activities as the City may deem reasonably required to maintain the Plaza.

Subsections (1) through (6) are hereinafter collectively referred to as the "Maintenance Services." All Maintenance Services may be performed by Developer

between 8 a.m. and 10 p.m. seven (7) days a week and will be performed only on the street level surface of the Plaza. All Maintenance Services shall be performed at the sole cost and expense of Developer.

c. Construction Use. At any time after the Agreement Date, Developer shall have the right to occupy and use the Plaza in connection with the development and construction of all or any part of the Project, including without limitation, the right to use the Plaza as a staging area for construction, to operate and store construction equipment, to store construction material or to park vehicles during the course of construction at the Plaza, as necessary (the "Construction Services").

3. Use Restrictions at the Plaza. The City hereby acknowledges that Developer will be leasing the Commercial Unit to various retail tenants and that maintaining the appropriate tenant mix at the Project and achieving maximum gross sales for all tenants to insure continual operation of Developer's retail facilities is a material consideration for the Plaza Improvements and Plaza maintenance provided by Developer. The City may not license any portion of the Plaza to any person, corporation or other entity for the operation and provision of any services or facilities at the Plaza whose use of the Plaza is identical or similar to the use of a tenant of the Project or whose use would be inconsistent with the terms of any lease or license previously entered into by Developer at the Project. In addition, the City shall not use, operate, maintain or license the Plaza for any purpose that (i) is offensive to the tenants and visitors of a first-class mixed use, residential and commercial project, or (ii) is reasonably likely to produce offensive smells, noises or lights that cannot be mitigated by reasonable measures.

4. Special Events. Developer or its tenants at the Project may hold certain public programs, events, meetings or other public functions at the Plaza ("Special Events"), subject to the City's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Developer or its tenants shall provide the City with at least twenty (20) business days prior written notice which shall state: (i) the date or dates of the Special Event; (ii) the nature of the Special Event; (iii) the names and addresses of all persons participating in the Special Event as principals; and (iv) the location of the Special Event (the "Special Event Notice"). In the event that the City does not notify

Developer or its tenant within five (5) business days of its receipt of the Special Event Notice, Developer or its tenant shall be entitled to conduct such Special Event at the Plaza. Notwithstanding the foregoing, nothing in this Section 4 shall be deemed to apply as waiver of any municipal permits or licenses required to be obtained by Developer or its tenant to conduct such Special Event.

5. Security and Life Safety. From and after the Agreement Date, the City shall continue to provide police, fire protection and other City services for the Plaza comparable to that which any other City public area is entitled. In its sole discretion, Developer may augment the City's security by maintaining such guards or security personnel at the Plaza and maintain such other arrangements as Developer may deem appropriate for the creation of a desirable atmosphere on the Plaza and for the security of persons and property on the Plaza.

6. Commencement of Obligations. The obligations of Developer under Section 2(b) of this Agreement shall commence upon the date the Plaza Improvements have been completed and shall continue so long as all or any portion of the Project exists. All other rights and obligations of the parties under this Agreement shall commence from and after the Agreement Date and shall continue so long as all or any portion of the Project exists. Notwithstanding the foregoing, Developer shall be entitled to terminate this Agreement at any time upon not less than thirty (30) days prior written notice to the City.

7. Indemnification and Insurance.

a. The City shall indemnify, defend and hold harmless Developer, its employees, officers, and agents from and against all claims, damages, losses, suits, actions, judgments, injuries, costs and expenses (including reasonable attorneys' fees and expenses) of any kind whatsoever sustained by third parties or any property damage unless such claims, damages, losses, suits, actions, judgments, injuries, costs and expenses or injuries are attributable to (i) the negligence or willful misconduct of Developer, its agents or subcontractors; or (ii) Developer's breach of its obligations under this Agreement.

b. Developer shall indemnify, defend and hold harmless the City, its employees, officers, and agents from and against all claims, damages, losses, suits, actions, judgments, injuries, costs and expenses of any kind whatsoever (including reasonable attorneys' fees and expenses) sustained by third parties or any property damage unless such claims, damages, losses, suits, actions, judgments, injuries, costs and expenses are attributable to (i) the negligence or willful misconduct of the City, its agents or subcontractors; or (ii) the City's breach of its obligations under this Agreement.

c. Developer shall maintain, at its sole cost and expense, standard, basic, comprehensive general liability insurance, worker's compensation insurance and employer's liability insurance as necessary to protect against loss in connection with Developer's obligations pursuant to this Agreement.

8. Covenants Run with the Land. The easements, rights, obligations and covenants created in this Agreement and the rights reserved and given hereunder shall run with the land (including each of the Commercial Unit, Tower North Unit and Tower South Unit) and shall apply to the parties hereto and their successors in interest and in title until the expiration of this Agreement in accordance with Section 6. Developer shall be permitted to collaterally assign, hypothecate or encumber its rights under this Agreement to any mortgagee or other lender with respect to the Property or any portion thereof. Developer stipulates that the City may treat Developer as the owner of the Plaza for the sole purpose of levying or issuing a fine, a summons or citation to Developer in the event Developer fails to perform the Maintenance Services or any other obligations under this Agreement. This stipulation has been agreed to by Developer for the sole purpose of providing the City with the remedy in the event that Developer fails to perform the Maintenance Services and obligations within this Agreement. This stipulation shall not impose any other obligations, burdens, or presumptions of ownership of any kind whatsoever on Developer.

9. No Other Compensation. Except as may be expressly set forth in this Agreement, Developer and its tenants shall not be required to pay any fees, costs or charges of any nature for the rights and benefits under this Agreement, whether

characterized as reimbursements, rent, franchise fees, taxes, maintenance fees or other amounts of any kind.

10. Event of Default. In the event that a party (the "Non-Defaulting Party") determines that the other party has failed to perform any of its obligations pursuant to this Agreement (the "Defaulting Party"), the Non-Defaulting Party shall provide the Defaulting Party with thirty (30) days prior written notice to cure such default ("Event of Default"). If the Defaulting Party has not cured such Event of Default by the expiration of the thirty (30) day period, the Non-Defaulting Party shall have the right to pursue its remedies under Section 8 above or may elect, in its sole discretion, to terminate this Agreement, upon ninety (90) days prior written notice, or take any and all other action available at law or in equity, for damages as a result of any breach of such Defaulting Party's obligations under this Agreement. After any Event of Default, each mortgagee of Developer shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage and assume and undertake all of the rights and obligations of Developer under this Agreement.

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

To Developer:

MEPT Journal Square
c/o NewTower Trust Company
Attn: Mr. Patrick O. Mayberry
3 Bethesda Metro Center, Suite 1600
Bethesda, MD 20814
Telephone: 240-235-9966
Facsimile: 240-235-9961

And to:

Kennedy Associates Real Estate Counsel, LP
Attn: David A. Antonelli
7315 Wisconsin Avenue, Ste. 350 West
Bethesda, MD 20814
Telephone: 301-656-9119 ext.2220
Facsimile: 301-656-9339

And to:

Schumann Hanlon LLC
Attn: Eugene T. Paolino, Esq.
30 Montgomery Street
Jersey City, NJ 07302
Telephone: 201-434-2000
Facsimile: 201-938-1503

And to:

McNaul Ebel Nawrot & Helgren PLLC
Attn: Marc O. Winters, Esq.
600 University Street, Suite 2700
Seattle, WA 98101-3143
Telephone: 206-467-1816
Facsimile: 206-624-5128

To the City:

City of New Jersey
Law Department
Attn: Corporation Counsel
280 Grove Street
Jersey City, NJ 07302

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

12. Estoppel Certificates. The City agrees to execute, acknowledge and deliver to Developer within twenty (20) days after written request, a certificate stating (i) that this Agreement is unmodified and in full force and effect (or, if there have been any modifications, that this Agreement is in full force and effect, as modified, and stating the modifications), (ii) that no Event of Default has occurred or is continuing, specifying the nature and period of existence thereof, and (iii) that, to the best of the City's knowledge, Developer has fulfilled all of their obligations under this Agreement or, if not, stating in what respects Developer has failed to do so. Any such certificate may be relied upon by any prospective purchaser, tenant or mortgagee of the Property or any part thereof.

13. Compliance with Laws. Nothing in this Agreement is intended to release Developer or any tenant from complying with all laws, regulations, rules, protocol,

ordinances or orders of any kind, issued by a governmental agency or entity having pertinent jurisdiction affecting or applicable to the Plaza or the Plaza Improvements.

14. Authority. Developer and the City each represent and warrant that all necessary corporate actions have been duly taken to permit Developer and the City to enter into this Agreement and that the person signing this Agreement on behalf of Developer and the City, respectively, has been duly authorized and instructed to execute this Agreement.

15. Attorneys Fees. Should any litigation be commenced between the parties or their representatives or should any proceeding in a bankruptcy or similar court be instituted by or against a party or a party's property or assets which concerns any provision of this Agreement or the rights and duties of any Person, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and actual costs and expenses incurred in such litigation which shall be determined by the court in such litigation. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

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

17. Entire Understanding. This Agreement and the documents referenced or incorporated in it embody the entire agreement between the parties with respect to the subject matter of those documents.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.

19. Captions. Section or paragraph titles or other headings contained in this Agreement are for convenience only and shall not be part of this Agreement or considered in its interpretation.

SIGNATURE PAGE FOLLOWS

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

DEVELOPER:

MEPT Journal Square Urban Renewal LLC, a New Jersey limited liability company

By: NewTower Trust Company as Trustee of NewTower Trust Company Multi-Employer Property Trust, its Managing Member

By: _____
Name: Patrick O. Mayberry
Its: President

MEPT Journal Square Tower North Urban Renewal LLC, a New Jersey limited liability company

By: MEPT Journal Square Master Residential LLC, a Delaware limited liability company, its sole member

By: NewTower Trust Company as Trustee of NewTower Trust Company Multi-Employer Property Trust, its Managing Member

By: _____
Name: Patrick O. Mayberry
Its: President

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____, 2009, Patrick O. Mayberry, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this Agreement; and
- (b) signed, sealed and delivered this Agreement as his or her act or deed; and
- (c) is the President of NewTower Trust Company as Trustee of the NewTower Trust Company Multi-Employer Property Trust, the managing member of MEPT Journal Square Urban Renewal LLC, a party hereto.

WITNESS my hand and official seal hereto affixed the day and year first as above written.

Name: _____
NOTARY PUBLIC in and for the State
of _____
residing at _____

My appointment expires: _____

[NOTARIAL SEAL]

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____, 2009, Patrick O. Mayberry, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) s named in and personally signed this Agreement; and
- (b) signed, sealed and delivered this Agreement as his or her act or deed; and
- (c) is the President of NewTower Trust Company as Trustee of the NewTower Trust Company Multi-Employer Property Trust, the managing member of MEPT Journal Square Tower North Urban Renewal LLC, a party hereto.

WITNESS my hand and official seal hereto affixed the day and year first as above written.

Name: _____
NOTARY PUBLIC in and for the State
of _____
residing at _____

My appointment expires: _____

[NOTARIAL SEAL]

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____, 2009, Patrick O. Mayberry, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this Agreement; and
- (b) signed, sealed and delivered this Agreement as his or her act or deed; and
- (c) is the President of NewTower Trust Company as Trustee of the NewTower Trust Company Multi-Employer Property Trust, the managing member of MEPT Journal Square Tower South Urban Renewal LLC, a party hereto.

WITNESS my hand and official seal hereto affixed the day and year first as above written.

Name: _____
NOTARY PUBLIC in and for the State
of _____
residing at _____

My appointment expires: _____

[NOTARIAL SEAL]

Exhibit A

DESCRIPTION OF THE PLAZA

City Clerk File No. _____ Ord. 09-036

Agenda No. _____ 3.E _____ 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-036

TITLE:

ORDINANCE ACCEPTING FROM K. HOVNIANIAN AT 77 HUDSON STREET URBAN RENEWAL COMPANY, LLC AND EQR-URBAN RENEWAL 77 HUDSON STREET, LLC A DEED OF EASEMENT OF CERTAIN SIDEWALKS, ROADWAYS AND UTILITIES LOCATED WITHIN THE COLGATE REDEVELOPMENT AREAS AND ADJOINING THE EASTERLY SIDE OF GREENE STREET BETWEEN GRAND STREET AND SUSSEX STREET

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

WHEREAS, K. Hovnianian at 77 Hudson Street Urban Renewal Company, L.L.C., a New Jersey limited liability company ("KHOV"), is the owner in fee simple of Master Condominium Unit A in the Hudson Greene Master Condominium ("HGMC") as defined in the Master Deed for the HGMC, dated June 20, 2006 and recorded in the office of the Hudson County Register on June 21, 2006, in Book 07927, Page 00190, as same may have or will be amended from time to time (the "HGMC Master Deed"), together with a 51.88% undivided interest in the Master Condominium Common Elements of the HGMC; and

WHEREAS, EQR-Urban Renewal 77 Hudson Street, L.L.C., a New Jersey limited liability company ("EQR"), is the owner in fee simple of Master Condominium Unit B in the HGMC Master Deed, together with a 48.12% undivided interest in the Master Condominium Common Elements of the HGMC; and

WHEREAS, the HGMC is administered by the Hudson Greene Master Condominium Association, Inc. and acts on behalf of the Master Condominium Unit Owners; and

WHEREAS, the HGMC is located on Lot 40, Block 36 (the "Property") on the tax maps of the City of Jersey City; and

WHEREAS, KHOV and EQR are each constructing a building on the Property and collectively building certain of the common elements of the HGMC; and

WHEREAS, Greene Street is located along the westerly boundary line of KHOV's and EQR's Property; and

WHEREAS, pursuant to the terms and conditions of the City of Jersey City's Planning Board approval for the Project, KHOV and EQR are required to widen Greene Street, construct a sidewalk, and install utilities (improvements) on the portion of its Property that adjoins the easterly side of Greene Street located between Grand Street and Sussex Street; and

WHEREAS, the improvements are to be dedicated by Deed of Easement to the City of Jersey City (the

“City”) for use as a public roadway and public sidewalk; and

WHEREAS, KHOV and EQR desire to convey by Deed of Easement and dedicate for use as a public right of way, all that property located within the Colgate Redevelopment area described below; and

WHEREAS, the City is authorized pursuant to N.J.S.A. 40:67-1 and N.J.S.A. 40A:12-5 and the Jersey City Municipal Code to accept a Deed of Easement and dedication of lands and appurtenances for public purposes.

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

1. A portion of the land and the appurtenances thereon located within the Colgate Redevelopment area shown on a property map dated October 3, 2008 prepared by Langan Engineering (see attached Exhibit (A) and more particularly described as follows:

Beginning at the intersection of the southerly right of way line of Grand Street, 80 feet wide and the easterly right of way line of Greene Street, 60 feet wide; thence

- 1) Along said southerly right of way line of Grand Street, South 81° 47' 01" East, a distance of 20 feet to a point; thence
- 2) Along the said westerly line of Hudson Street, South 08° 12' 59" West, a distance of 201.47 feet to a point; thence
- 3) Along the northerly right of way line of Sussex Street, North 08° 47' 01" West, a distance of 20 feet to a point; thence
- 4) Along the easterly right of way line of Greene Street, North 08° 12' 59" East, a distance of 201.47 feet to the Point of Beginning.

Be and the same is hereby accepted and dedicated as a public right of way.

2. The acceptance of this easement shall be subject to the following terms and conditions:

- a) KHOV and EQR shall provide the City with a performance bond in a form and amount deemed acceptable by Corporation Counsel and the Municipal Engineer. The performance bond shall guarantee KHOV’s and EQR’s construction of the roadways, sidewalks and utilities which are the subject of this easement to the extent not yet constructed.
- b) Upon conveyance of the Deed of Easement to the City, KHOV and EQR shall provide the City with a two (2) year maintenance bond for the streets, sidewalks and utilities in a form satisfactory to the City. During the two (2) year period after the conveyance, KHOV and EQR shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of the streets, sidewalks and utilities or create a risk to public safety upon receiving notice of such deficiencies from the Municipal Engineer. At the end of the two (2) year period, the City shall be responsible for the structural maintenance of the streets, sidewalks and utilities which are the subject of this Deed of Easement.

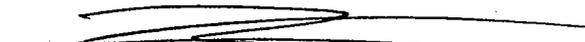
3. After the completion of all improvements required by Planning Board Resolution No. P05-152, as amended by Planning Board Resolution No. P05-152.1, approval of all items by the Municipal Engineer and the review of a title report furnished by KHOV and EQR to the Corporation Counsel, the Mayor or Business Administrator is hereby authorized to accept delivery of and record a Deed of Easement from KHOV and EQR in the form attached hereto.

- 4. This Deed of Easement shall be subject to all easements affecting the Property recorded in the office of the Hudson County Register for the benefit of public or private entities for the purpose of operating and maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines, including cable television wires and poles, together with the right of ingress and egress at all times for such purposes and all other purposes in connection with or any way relating to an entity's use or operation of water, sewer or utility lines.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This Ordinance shall be a part of the Jersey City Codes as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This Ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is as conflict between those numbers and the existing code, in order to avoid confusion and the possible accidental repealers of existing provision.

NOTE: All material is new; therefore underlining has been omitted.

RR
3-18-09

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: _____

3



Business Administrator

Certification Required

Not Required

EXHIBIT A

10P2

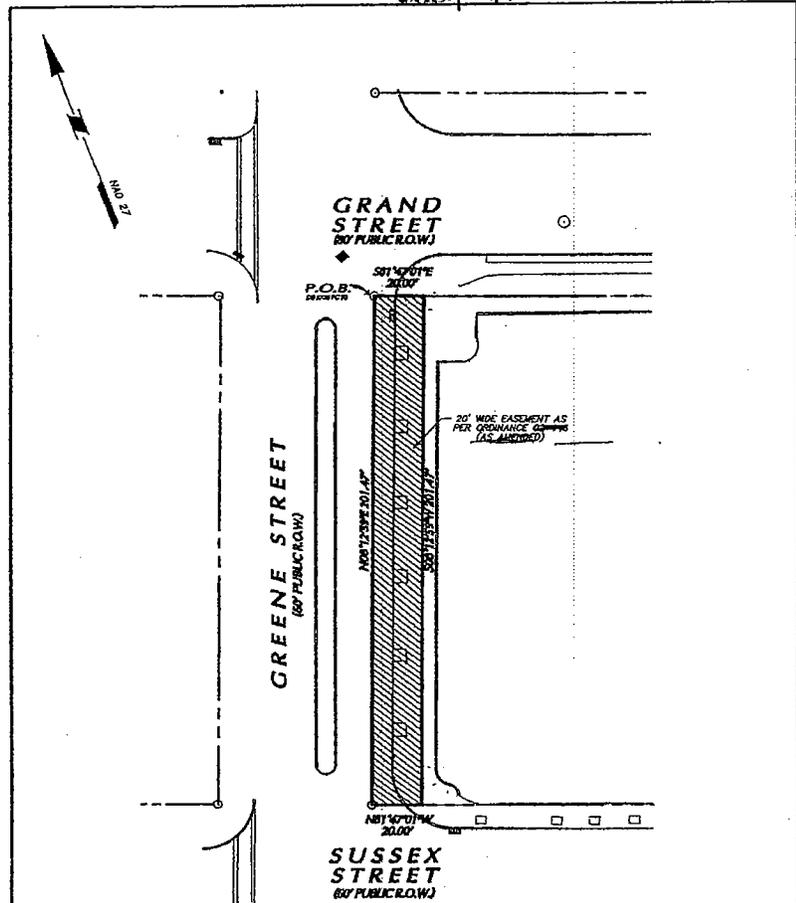
ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, County of Hudson and State of New Jersey:

COMMENCING and beginning at the intersection of the southerly line of Grand Street (80 feet wide) and the easterly line of Greene Street (60 feet wide); and running thence

- 1.) Along the said southerly line of Grand Street, South 81 degrees 47 minutes 01 seconds East, a distance of 400.00 feet to the westerly line of Hudson Street; thence
- 2.) Along the said westerly line of Hudson Street, South 08 degrees 12 minutes 59 seconds West, a distance of 201.47 feet to the northerly line of Sussex Street; thence
- 3.) Along the northerly line of Sussex Street, North 81 degrees 47 minutes 01 seconds West, a distance of 400.00 feet to the easterly line of Greene Street; thence
- 4.) Along the easterly line of Greene Street, North 8 degrees 12 minutes 59 seconds East, a distance of 201.47 feet to the point and place of BEGINNING.

Commonly known as Lot 40 (formerly known as Lot 1A), Block 36 on the tax map of the City of Jersey City, in the County of Hudson, New Jersey.

Sheet A 2 of 2



WRITTEN DESCRIPTION

Beginning at the intersection of the southerly right of way line of Grand Street, 80 feet wide and the easterly right of way line of Greene Street, 80 feet wide; thence

- 1) Along said southerly right of way line of Grand Street, South 81°47'01" East, a distance of 20 feet to a point thence
- 2) South 08°12'59" West, a distance of 201.47 feet to a point; thence
- 3) Along the northerly right of way line of Sussex Street, North 81°47'01" West, a distance of 20 feet to a point; thence
- 4) Along the easterly right of way line of Greene Street, North 08°12'59" East, a distance of 201.47 feet to the Point of Beginning.

Encompassing an area of 4,029 square feet or 0.093 acres, more or less.

NOTE

This plan is based on a plan titled "Alta/Asm Land Title Survey, 77 Hudson Street, City of Jersey City, Hudson County, New Jersey" prepared by Langan Engineering and Environmental Services, Job No. 1989001, dated August 22, 2007 and last revised September 27, 2007, Drawing No. 07.02

© 2008 Langan Engineering and Environmental Services, Inc.

LANGAN
 ENGINEERING & ENVIRONMENTAL SERVICES
 River Drive Center 1 Elmwood Park, NJ 07407
 P: 201.794.6900 F: 201.794.0385
 www.langan.com
 NJ Certificate of Authorization No: 246A27896400

PLAN FOR RIGHT OF WAY DEDICATION PURPOSES
 BLOCK 36, LOT 40
 CITY OF JERSEY CITY

JOSEPH E ROMANO PROFESSIONAL LAND SURVEYOR N.J. LIC. NO. 38273		DATE 10/03/08	HUDSON COUNTY Project No. 1989001	Date 10/03/08	NEW JERSEY Scale 1"=40'
--	--	------------------	--------------------------------------	---------------	----------------------------

Prepared by:

Ronald H. Shaljian, Esq.

DEED OF EASEMENT

This Deed of Easement is made on _____, 2009

BETWEEN

K. HOVNANIAN AT 77 HUDSON STREET URBAN RENEWAL COMPANY, LLC, a New Jersey Limited Liability Company, with an office at 110 Fieldcrest Avenue, CN 7825, Edison, New Jersey 08818

AND

EQR-URBAN RENEWAL 77 HUDSON STREET, L.L.C., a New Jersey Limited Liability Company with an office at 2 North Riverside Plaza, Chicago, Illinois 60606

(both of which are referred to herein as Grantor)

AND

THE CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, whose post office address is 280 Grove Street, Jersey City, New Jersey 07302 (referred to as the Grantee),

Transfer of Easement. Grantor grants, conveys and dedicates in "as is" condition a perpetual non-exclusive easement across a portion of the property of Grantor, which property is more particularly described below to the Grantee for use as a public right-of-way. This Transfer is made for the sum of \$1.00. Grantor acknowledges receipt of this money.

Property. The property ("Property") consists of the land and any improvements located on the Easement Area in the City of Jersey City, County of Hudson, and State of New Jersey, designated as Block 36, Lot 40, on the Tax Map of the City of Jersey City. The legal description is attached hereto as Exhibit A. Being the lands conveyed to Grantor by Deeds dated June 20, 2006 and recorded in the Hudson County Register's Office in Deed Book 7827, Page 190 et. seq. and Page 200 et. seq. on June 21, 2006

Easement Area. The Easement herein granted is limited to the portion of the Property described in Exhibit B ("Easement Area").

Purpose. The Easement being conveyed to the Grantee is for the purpose of dedicating same for a public right-of-way, so long as the same shall be used, maintained and operated as any public road or street or sidewalk; and for all uses incidental thereto, and the Grantor does hereby dedicate its interest in the strip of land to public use for such purposes. Grantor retains such right to use the Easement Area in any manner consistent with the approved site plan relating to the Property.

The execution and delivery of this Deed of Easement is all in accord with Ordinance 02-146, adopted by the Grantee on January 8, 2003, which Ordinance is incorporated by reference herein.

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

**K. HOVNIANIAN AT 77 HUDSON STREET
URBAN RENEWAL COMPANY, LLC**

Attest:

By: _____
James M. Driscoll, Division President

**EQR-URBAN RENEWAL 77 HUDSON STREET,
L.L.C.**

**BY: ERP OPERATING LIMITED PARTNERSHIP,
an Illinois Limited Partnership, its sole member**

**By: EQUITY RESIDENTIAL, a Maryland Real
Estate Investment Trust, its General Partner**

Attest:

By: _____
Richard L. Boales, Senior Vice President

STATE OF NEW JERSEY)
 : SS.
COUNTY OF)

BE IT REMEMBERED, that on this day of , 2009,
before me, the subscriber, personally appeared James M. Driscoll , who I am satisfied is the person who
signed the within instrument as Division President of K. Hovnanian at 77 Hudson Street Urban Renewal
Company, the limited liability company named therein, and he thereupon acknowledged that the said
instrument made by the company was signed, sealed and delivered by him as such officer and is the
voluntary act and deed of the company, made by virtue of authority from its Managing Members.

Sworn to and subscribed
before me this
day of , 2009

STATE OF VIRGINIA)
 : SS.
COUNTY OF)

BE IT REMEMBERED, that on this day of , 2009,
before me, the subscriber, personally appeared Richard L. Boales, signed the within instrument
as Senior Vice President of EQR-URBAN RENEWAL 77 HUDSON STREET, L.L.C./By: ERP
OPERATING LIMITED PARTNERSHIP an Illinois Limited Partnership, By: EQUITY

DEED OF EASEMENT

DATED: , 2009

BETWEEN

**K. HOVNANIAN AT 77 HUDSON
STREET URBAN RENEWAL
COMPANY, LLC**

AND

**EQR-URBAN RENEWAL 77 HUDSON
STREET, L.L.C.**

Grantor,

AND

THE CITY OF JERSEY CITY,

Grantee

Record & Return to:

Ronald H. Shaljian, Esq.
Schumann Hanlon, LLC
30 Montgomery Street - 15th Floor
Jersey City, NJ 07302
(201-434-2000)

City Clerk File No. _____ Ord. 09-037

Agenda No. _____ 3.F _____ 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-037

TITLE:

AN ORDINANCE DEDICATING THAT PINE STREET BETWEEN COMMUNIPAW AVENUE AND THE NJ TRANSIT HUDSON-BERGEN LIGHT RAIL ALSO BE KNOWN AS DEACON JOSEPH J. DEL MONTE WAY

The Municipal Council of the City of Jersey City does ordain:

WHEREAS, Joseph J. Del Monte, a lifelong resident of Jersey City, was the son of Italian immigrants. He began his life helping his father peddle fruits and vegetables from a horse drawn wagon that served the Lafayette section of Jersey City; and

WHEREAS, Joseph J. Del Monte was a graduate of Seton Hall University, receiving his B.A. in 1962. He became an ordained Roman Catholic deacon in 1976 and later served as chaplain for the Hudson County Correctional Center; and

WHEREAS, Deacon Joseph J. Del Monte served his country heroically in the Korean War as a Marine. He was one of the "Chosen Few" survivors of the Battle of the Chosin Reservoir. From a battlefield promise to The Blessed Mother, Joseph began his ministry, committing himself to feeding, clothing, sheltering and counseling the homeless and less fortunate until the end of his life; and

WHEREAS, Deacon Joseph J. Del Monte dedicated his professional career at CETA to employing and educating the citizens of Jersey City. He taught at Jersey City State College and was a cornerstone of the Meals on Wheels, Free Lunch and Summer Youth work programs. Deacon Joseph J. Del Monte was the founder of St. Francis Workshop, serving the less fortunate for over 50 years. He was a member of the 3rd Order of St. Francis and the first recipient of the Jersey Journal Betty Foley Memorial Award in 1995; and

WHEREAS, Deacon Joseph J. Del Monte was called from this life on March 1, 2009 at the age of 78. His ministry will continue through the Saint Francis Workshop and his family. Deacon Joseph J. Del Monte was the beloved husband of Carmen (Diaz) Del Monte; devoted father of sons, Joseph, Dr. John, Robert and Anthony, and daughter, Maria Kuzman, and loving grandfather of 10 grandchildren; dear brother of Frank Del Monte and Carol Oberwanowicz. Joseph was predeceased by his parents, Maria Louise and Frank Del Monte and a brother, Louis.

NOW, THEREFORE BE IT ORDAINED, that the Municipal Council of the City of Jersey City deems it a fitting and proper tribute to commemorate the life and deeds of Deacon Joseph J. Del Monte, an impassioned spiritual leader, role model a great member of our city.

BE IT FURTHER ORDAINED, that Pine Street between Communipaw Avenue and the NJ Transit Hudson-Bergen Light Rail also be known as Deacon Joseph J. Del Monte Way.

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-038

TITLE: ORDINANCE AUTHORIZING THE ACQUISITION BY PURCHASE OR CONDEMNATION OF A PORTION OF THE PJP LANDFILL SITE, TRUCK ROUTE 1&9 AND SIP AVENUE, BLOCK 1627, LOTS 1.P, 2.A, 3.B & 5.A, AND BLOCK 1639.A, LOTS 1.C, 3, 4, 4.C, 6.A & 7, FOR USE AS OPEN SPACE AND A PARK

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

WHEREAS, certain property known on the City Tax map as Block 1627, Lots 1.P, 2.A, 3.B & 5.A, and Block 1639.A, Lots 1.C, 3,4,4.C, 6.A & 7, and more commonly known by the street address of Truck Route 1&9 and Sip Avenue, the PJP Landfill Site, consisting of approximately 32.52 acres [Property] is currently in private ownership; and

WHEREAS, the Property would be suitable for use as open space and a park; and

WHEREAS, pursuant to the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq., a municipality may acquire private property for a public purpose; and

WHEREAS, the creation of an open space and a park is a valid public purpose; and

WHEREAS, it is in the best interests of the City of Jersey City to acquire property either by purchase or condemnation, all in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq.

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

1. The Corporation Counsel of the City of Jersey City or his duly designated agent and the Business Administrator to undertake any actions and execute any documents necessary or appropriate to acquire the following property either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq. for the creation of an open space and a park:

Block 1627, Lots 1.P, 2.A, 3.B & 5.A, and Block 1639.A, Lots 1.C, 3,4,4.C, 6.A & 7, more commonly known by the address of Truck Route 1&9 and Sip Avenue, the PJP Landfill Site, consisting of approximately 32.52 acres; and

2. The Corporation Counsel and the Business Administrator are authorized and directed to solicit proposals to engage the services of surveyors, title insurance companies, appraisers and any other professionals whose services are necessary or appropriate to implement the purposes of this ordinance.

A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDINANCE AUTHORIZING THE ACQUISITION BY PURCHASE OR CONDEMNATION OF A PORTION OF THE PJP LANDFILL SITE, TRUCK ROUTE 1&9 AND SIP AVENUE, BLOCK 1627, LOTS 1.P, 2.A, 3.B & 5.A, AND BLOCK 1639.A, LOTS 1.C, 3, 4, 4.C, 6.A & 7, FOR USE AS OPEN SPACE AND A PARK

B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This ordinance shall take effect at the time and in the manner provided by law, but not before the Corporation Counsel certifies that the agreement authorized by separate Resolution has been fully executed.

D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined. Words in [brackets] are omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he
3/17/09

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-039

TITLE:

**ORDINANCE AUTHORIZING THE ACQUISITION BY PURCHASE
OR CONDEMNATION OF BLOCK 1510, LOTS 29, X.1 & Y, AND
BLOCK 1505.05, LOT D.1, MORE COMMONLY KNOWN BY THE
STREET ADDRESS OF 13-15 LINDEN AVENUE, FOR A NEW
MUNICIPAL PUBLIC WORKS FACILITY**

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

WHEREAS, certain property known on the City Tax map as Block 1510, Lots 29, X.1 & Y, and Block 1505.05, Lot D.1, and more commonly known by the street address of 13-15 Linden Avenue, consisting of approximately 20 acres [Property] is currently in private ownership; and

WHEREAS, the Property would be suitable for the operation of a new public works facility to replace the existing public works facility currently located on the west side of Route 440; and

WHEREAS, pursuant to the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq., a municipality may acquire private property for a public purpose; and

WHEREAS, the operation of a municipal public works facility is a valid public purpose; and

WHEREAS, it is in the best interests of the City of Jersey City to acquire property either by purchase or condemnation, all in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq.

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

1. The Corporation Counsel of the City of Jersey City or his duly designated agent, and the Business Administrator are hereby authorized to undertake any actions and execute any documents necessary or appropriate to acquire the following property either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq. for a municipal public works facility:

Block 1510, Lots 29, X.1 & Y, and Block 1505.05, Lot D.1, more commonly known by the address of 13-15 Linden Avenue, consisting of approximately 20 acres; and

2. The Corporation Counsel and the Business Administrator are authorized and directed to solicit proposals to engage the services of surveyors, title insurance companies, appraisers and any other professionals whose services are necessary or appropriate to implement the purposes of this ordinance.

A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDINANCE AUTHORIZING THE ACQUISITION BY PURCHASE OR CONDEMNATION OF BLOCK 1510, LOTS 29, X.1 & Y, AND BLOCK 1505.05, LOT D.1, MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 13-15 LINDEN AVENUE, FOR A NEW FACILITY FOR THE DEPARTMENT OF PUBLIC WORKS

B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This ordinance shall take effect at the time and in the manner provided by law, but not before the Corporation Counsel certifies that the agreement authorized by separate Resolution has been fully executed.

D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined. Words in [brackets] are omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

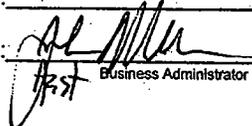
JM/he
1/27/09

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: 

Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 09-040

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-040

TITLE: **ORDINANCE AUTHORIZING THE CONVEYANCE OF BLOCK 1746,
LOTS C.4 AND E.1 (OLD COLONY) TO THE COUNTY OF HUDSON**

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, the City of Jersey City is the owner of certain land and buildings designated as a portion of Block 1746, Lots C.4 & E.1, on the official Tax Assessor's map, at the southwest intersection of Route 440 and Communipaw Avenue, more commonly known as the Old Colony site, consisting of approximately 2.87 acres; and

WHEREAS, it has been determined that the property is not currently needed for any municipal public use; and

WHEREAS, the County of Hudson has expressed an interest in acquiring title to the property in order to expand its open space; and

WHEREAS, the County of Hudson desires to acquire title from Jersey City for the sum of \$1.4 million dollars; and

WHEREAS, the County of Hudson is authorized to acquire property by purchase from the City pursuant to N.J.S.A. 40A:12-5; and

WHEREAS, the City of Jersey City is authorized to convey property by private sale to Hudson County for a negotiated price, pursuant to N.J.S.A. 40:12-13(b)(1).

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

1. The Business Administrator is authorized to execute a Contract for Sale, a deed and any other documents necessary or appropriate to effectuate the transfer of a portion of Block 1746, Lots C.4 and E.1, to the County of Hudson for the sum of \$1.4 million.
 - A. All ordinances, and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel be and are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

JM/he
3/20/09

APPROVED AS TO LEGAL FORM

APPROVED: _____

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required

Not Required 2008369

City Clerk File No. Ord. 09-041

Agenda No. 3.J 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-041

TITLE: ORDINANCE AUTHORIZING THE CONVEYANCE OF BLOCK 2073, LOTS 1, A, 27.99, AND 32- WITHIN THE MORRIS CANAL REDEVELOPMENT PLAN AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, the City of Jersey City is the owner of certain lands and buildings designated on Jersey City's Official Tax Assessment Map as Block 2073, Lots 1, A, 27.99, and 32, consisting of approximately 1/2 acre, which property is located within the Morris Canal Redevelopment Plan Area, described by metes and bounds in the description attached hereto as Exhibit A and depicted on the map attached hereto as Exhibit B, and more commonly known as 74 Maple St., 268 Pine St. 81 Monitor St. 72 Maple St. [the Property]; and

WHEREAS, it has been determined that the Property is not needed for any municipal public purpose or use; and

WHEREAS, the Jersey City Redevelopment Agency desires to acquire the Property from the City of Jersey City for a mixed use redevelopment project in order to implement the Morris Canal Redevelopment Plan within which boundaries the Property is located; and

WHEREAS, the Jersey City Redevelopment Agency has agreed to pay the City the minimal sum of one million three hundred fifty thousand dollars \$1,350,000 , as consideration for the conveyance; and

WHEREAS, the conveyance to the Jersey City Redevelopment Agency, will effectuate the redevelopment of the Property and its eventual return to the tax rolls of the City of Jersey City; and

WHEREAS, the Jersey City Redevelopment Agency will designate a developer to rehabilitate the property; and

WHEREAS, the Jersey City Redevelopment Agency is authorized to acquire Property from the City of Jersey City, pursuant to N.J.S.A. 50A12A-8 and 22; and

WHEREAS, the City of Jersey City is authorized to transfer Property to the Jersey City Redevelopment Agency with or without consideration pursuant to N.J.S.A. 50A:12A-39(a) and N.J.S.A. 50A:12-13(b)(1).

ORDINANCE AUTHORIZING THE CONVEYANCE OF BLOCK 2073, LOTS 1, A, 27.99, AND 32- WITHIN THE MORRIS CANAL REDEVELOPMENT PLAN AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY

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

- 1. The conveyance of certain property on Jersey City's Official Tax Assessment Map as Block 2073, Lots 1, A, 27.99, and 32, consisting of approximately 1/2 acre, which property is located within the Morris Canal Redevelopment Plan Area, described by metes and bounds in the description attached hereto as Exhibit A and depicted on the map attached hereto as Exhibit B, and more commonly known as 74 Maple St., 268 Pine St. 81 Monitor St. 72 Maple St. [the Property] for a mixed use project that implements the purposes of the Plan, to the Jersey City Redevelopment Agency for the sum of \$1,350,000 is hereby approved.
- 2. The Mayor or Business Administrator is authorized to execute a Cooperation Agreement with the Jersey City Redevelopment Agency, and any other documents, including a deed, that are deemed legally necessary or appropriate by the Corporation Counsel to effectuate the transfer of the Property to the Jersey City Redevelopment Agency.
- 3. The Cooperation Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel deems appropriate or necessary.
 - A. All Ordinances and parts of Ordinances inconsistent herewith, are hereby repealed.
 - B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This Ordinance shall take effect at the time and in the manner as provided by law but in no event prior to the adoption of the Ordinance approving the Morris Canal Redevelopment Plan.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

JM/he
3/20/09

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

City Clerk File No. Ord. 09-041

Agenda No. 3-J 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-041

TITLE: ORDINANCE AUTHORIZING THE CONVEYANCE OF BLOCK 2073, LOTS 1, A, 27.99, AND 32- WITHIN THE MORRIS CANAL REDEVELOPMENT PLAN AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, the City of Jersey City is the owner of certain lands and buildings designated on Jersey City's Official Tax Assessment Map as Block 2073, Lots 1, A, 27.99, and 32, consisting of approximately 1/2 acre, which property is located within the Morris Canal Redevelopment Plan Area, described by metes and bounds in the description attached hereto as Exhibit A and depicted on the map attached hereto as Exhibit B, and more commonly known as 74 Maple St., 268 Pine St. 81 Monitor St. 72 Maple St. [the Property]; and

WHEREAS, it has been determined that the Property is not needed for any municipal public purpose or use; and

WHEREAS, the Jersey City Redevelopment Agency desires to acquire the Property from the City of Jersey City for a mixed use redevelopment project in order to implement the Morris Canal Redevelopment Plan within which boundaries the Property is located; and

WHEREAS, the Jersey City Redevelopment Agency has agreed to pay the City the minimal sum of one million three hundred fifty thousand dollars \$1,350,000, as consideration for the conveyance; and

WHEREAS, the conveyance to the Jersey City Redevelopment Agency, will effectuate the redevelopment of the Property and its eventual return to the tax rolls of the City of Jersey City; and

WHEREAS, the Jersey City Redevelopment Agency will designate a developer to rehabilitate the property; and

WHEREAS, the Jersey City Redevelopment Agency is authorized to acquire Property from the City of Jersey City, pursuant to N.J.S.A. 50A12A-8 and 22; and

WHEREAS, the City of Jersey City is authorized to transfer Property to the Jersey City Redevelopment Agency with or without consideration pursuant to N.J.S.A. 50A:12A-39(a) and N.J.S.A. 50A:12-13(b)(1).

ORDINANCE AUTHORIZING THE CONVEYANCE OF BLOCK 2073, LOTS 1, A, 27.99, AND 32- WITHIN THE MORRIS CANAL REDEVELOPMENT PLAN AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY

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

1. The conveyance of certain property on Jersey City's Official Tax Assessment Map as Block 2073, Lots 1, A, 27.99, and 32, consisting of approximately 1/2 acre, which property is located within the Morris Canal Redevelopment Plan Area, described by metes and bounds in the description attached hereto as Exhibit A and depicted on the map attached hereto as Exhibit B, and more commonly known as 74 Maple St., 268 Pine St. 81 Monitor St. 72 Maple St. [the Property] for a mixed use project that implements the purposes of the Plan, to the Jersey City Redevelopment Agency for the sum of \$1,350,000 is hereby approved.
2. The Mayor or Business Administrator is authorized to execute a Cooperation Agreement with the Jersey City Redevelopment Agency, and any other documents, including a deed, that are deemed legally necessary or appropriate by the Corporation Counsel to effectuate the transfer of the Property to the Jersey City Redevelopment Agency.
3. The Cooperation Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel deems appropriate or necessary.
 - A. All Ordinances and parts of Ordinances inconsistent herewith, are hereby repealed.
 - B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This Ordinance shall take effect at the time and in the manner as provided by law but in no event prior to the adoption of the Ordinance approving the Morris Canal Redevelopment Plan.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

JM/he
3/20/09

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 09-042

Agenda No. 3.K 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-042

TITLE:

ORDINANCE DESIGNATING THAT THE INTERSECTION OF GROVE STREET AND YORK STREET ALSO BE KNOWN AS Church of Nazarene Way

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, the Church of Nazarene was founded by Reverend Hector Martinez Mena; and

WHEREAS, for the past 20 years, the Rev. Dr. Gabriel Cuervo has been the pastor of the Church of the Nazarene and has devoted his time and energy serving the Lord, church and community. Other pastors that served in the Church of the Nazarene were Rev. Frank Mastache, Jose Rodriguez, Ferdinand Santiago and Joel Ortiz; and

WHEREAS, the Church of the Nazarene is currently located at 251 Grove Street at the corner of York Street in Jersey City, N.J. The congregation has previously met in various locations, among them; 180 Hopkins Avenue, 271 Grand Street, 386 Grove Street, Jersey City, according to church records; and

WHEREAS, the Church of the Nazarene is a Spanish speaking congregation and serves the neighborhood with spiritual guidance and community service improving the quality of life. Their goal is to start an English speaking service; and

WHEREAS, the Church of the Nazarene will celebrate their 50th anniversary during April 24, thru April 26, 2009.

NOW, THEREFORE, BE IT ORDAINED, that the intersection of Grove Street and York Street also be known as Church of Nazarene Way

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required