

**Green Acres Program
State House Commission Pre-application
Local Parkland – Major Diversion
Hudson Tunnel Project
Appendix G**

COPY OF DEEDS

2/6/06

7811-147

Consideration : \$0.00

Exempt Code: E

County	State	N.P.N.R.F	Total
0.00	0.00	0.00	0.00
General	Public	Extra	1% Tax
0.00	0.00	0.00	0.00

DEED

Date: 02/06/2006

Prepared by:

Simon Cices

02/06/2006 10:15A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 306361

000002510
RECEIVED
AND
RECORDED

This Deed is made on January 30, 2006

**BETWEEN 61 Hoboken 2 Associates Limited Partnership,
A Delaware Limited Partnership**

whose address is 350 Fifth Avenue, Suite 1413, New York, New York, referred to as the
Grantor,

AND

The City of Hoboken, County of Hudson

whose post office address is Newark and Washington Streets, Hoboken, New Jersey
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 (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Seven Million One Hundred Thousand Dollars (\$7,100,000) of which (Five million two hundred and thirty eight thousand six hundred and thirty nine dollars (\$5,238,639) is being paid to Grantor. The Grantor acknowledges receipt of said amount of \$5,238,639.

Tax Map Reference. (N.J.S.A. 46:15-2.1)

Township of Weehawken, Block No. 11 Lot Nos. 1 and 2.

Township of Hoboken, Block 256, Lot Nos. 1-5 and 6-8

Account No.

No property tax identification number is available on the date of this deed.

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

See attached Legal description

FOR INFORMATION ONLY: BEING known as Lot Nos. 1 and 2 in Block 11,
as shown on the Tax Map of the Township of Weehawken, New Jersey and Lot
Nos. 1-5 and 6-8 in Block 256, as shown on the Tax map of the City of Hoboken,
New Jersey.

The property also being the same property deeded to 61 Hoboken 2 Associates Limited Partnership, A Delaware Limited Partnership, by deed from Frank Lambie Realty Company, A New Jersey Limited Partnership, dated 10/30/86, recorded 10/31/86 in the Hudson County Clerk's/Register's office in Deed Book 3637, Page 221.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-16). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

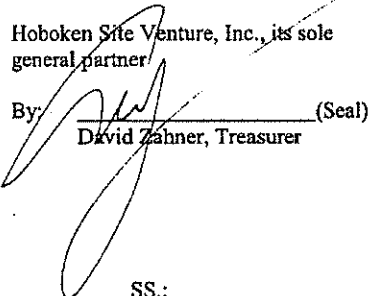
Green Acres Program Restriction. The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36, as may be amended and supplemented, and the grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes.

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

Witnessed by:

**61 HOBOKEN 2 ASSOCIATES
LIMITED PARTNERSHIP**

By: Hoboken Site Venture, Inc., its sole
general partner

By:  (Seal)
David Zahner, Treasurer


Notary Public of the
State of New Jersey

MICHELE CAPORIN
Notary Public of New Jersey
My Commission Expires April 9, 2008

STATE OF NEW JERSEY, COUNTY OF HUDSON

SS.:

I CERTIFY that on January 30, 2006

David Zahner personally came before me and acknowledged under oath, to my satisfaction, that (or if more than one, each person):

- (a) this person signed, sealed and delivered the attached document as Treasurer of Hoboken Site Venture, Inc., the sole General Partner of 61 Hoboken 2 Associates Limited Partnership, the Limited Partnership named in this document;
- (b) the proper seal was affixed; and
- (c) this document was signed and delivered by the Limited Partnership as it's voluntary act duly authorized by a proper resolution of the Limited Partnership

BK:07811 PG:00148

SCHEDULE A

NOTE FOR INFORMATION: Tax Lots 1 and 2, Tax Block 11 in the Township of Weehawken AND Tax Lots 1-5 and 6-8, Tax Block 256 in the City of Hoboken, County of Hudson, State of New Jersey.

BEGINNING at a point formed by the intersection of the northwesterly corner of 16th Street and Park Avenue which point is distant 450 feet northerly along the westerly line of Park Avenue from the northerly line of 15th Street and from said point of beginning running thence (1) along the said westerly line of Park Avenue North 13 degrees 04 minutes 39 seconds East 493.35 feet; thence (2) North 76 degrees 51 minutes 51 seconds West 62.50 feet; thence (3) on a curve to the right in a northeasterly direction having a radius of 241.50 feet an arc distance of 97.63 feet to a point 5.11 feet west at right angles with the said westerly line of Park Avenue; thence (4) Along the southerly line of Erie Lackawanna right of way South 79 degrees 09 minutes 23.7 seconds west 85.13 feet to a point; thence (5) along said right of way South 79 degrees 09 minutes 23.7 seconds West 90 feet 3 inches; thence (6) along the easterly line of Willow Avenue South 13 degrees 04 minutes 39 seconds West 500 feet; thence (7) South 76 degrees 51 minutes 51 seconds East and along the northerly line of 16th Street 165.00 feet to the point and place of Beginning.

The foregoing description is modified and revised description of Tracts 1, 2, 3 and 4 aforescribed partially prepared in accordance with a survey by P.L. Caulfield, Engineer dated December 9, 1963 prepared for New Jersey Realty Title & Insurance Co.

BK:07811 PG:00149

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968; as amended by through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968 as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF HUDSON

} SS.

FOR RECORDER'S USE ONLY

Consideration \$

RTF paid by seller \$

Date

By

* (Use symbol "C" to indicate that fee is exclusively for county use.)

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 attached)

Deponent, David Roberts, being duly sworn according to law upon his/her oath deposes and says

that he/she is the Mayor of the City of Hoboken, Grantee in a deed dated January 30, 2006

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 256 and 11 Lot No. 1-8 and 1-2

located at The City of Hoboken and Township of Weehawken, Hudson County, respectively and annexed hereto.

(Street Address, Municipality, County)

(2) CONSIDERATION (See Instruction #6)

Deponent 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 thereon not paid, satisfied or removed in connection with the transfer of title is \$7,100,000.00

(3) FULL EXEMPTION FROM FEE

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, as amended through c. 66, P.L. 2004 for the following reason(s). Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient. The Grantee, The City of Hoboken, is a municipal corporation, which is an institutionality and subdivision of the State of New Jersey.

(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.)

Deponent claims that this deed transaction is exempt from the State portion of the Basic fee imposed by c. 176, P.L. 1975; c. 113, P.L. 2004; and c. 66, P.L. 2004 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.
☐ Resident of the State of New Jersey.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Owners as joint tenants must all qualify.

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.
☐ Owners as joint tenants must all qualify.
☐ Resident of the State of New Jersey.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.*
☐ Receiving disability payments.*
☐ Not gainfully employed.*
☐ One- or two-family residential premises.
☐ Owned and occupied by grantor(s) at time of sale.
☐ Owners as joint tenants must all qualify.
☐ Resident of the State of New Jersey.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY

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

- ☐ Affordable According to HUD Standards.
☐ Reserved for Occupancy.
☐ Meets Income Requirements of Region.
☐ Subject to Resale Controls.

(5) NEW CONSTRUCTION (See Instruction #9) - Affidavit must be executed by Grantor

- ☐ Entirely new improvement.
☐ Not previously occupied.
☐ Not previously used for any purpose.
☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent 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, as amended through c. 66, P.L. 2004.

Subscribed and sworn to before me
this 30th

day of January, 2006

Signature of Deponent

Newark and Washington Sts.
Hoboken, New Jersey 07030

Address of Deponent

61 Hoboken 2 Associates, Limited Partnership

Name of Grantor

350 Fifth Avenue, Suite 1413
New York, New York 10118

Address of Grantor at Time of Sale

Joseph A. Pojanowski, III
Attorney-at-Law of the State
of New Jersey

Joseph A. Pojanowski, III
Name/Company of Settlement Officer

BK:07811

FG:00150

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

GIT/REP-3
(5-05)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

61 Hoboken 2 Associates Limited Partnership

Current Resident Address:

Street: 350 Fifth Avenue

New York

10018

City, Town, Post Office

State

Zip Code

New York

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

Hoboken - 256

Weehawken - 11

Hoboken 1-5 and 6-8

Weehawken 1 & 2

Street Address:

1600 Park Avenue

City, Town, Post Office

State

Zip Code

Hoboken and Weehawken

\$5,238,639

1/31/06

Seller's Percentage of Ownership

Consideration

Closing Date

10010

SELLER ASSURANCES (Check the Appropriate Box)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the interstate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

61 Hoboken 2 Associates Limited Partnership

By: Hoboken 2 Associates Limited Partnership, General Partner

By: David Zahner Signature David Zahner, Treasurer

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact



Prestige Title Agency, Inc.

130 Pompton Avenue,

Verona, New Jersey 07044

973-239-0101 Fax: 973-239-7033 www.prestigetitle.net

October 7, 2021

JENNA KULBACK, ENGINEERING SPECIALIST II
STV INC.
225 PARK AVENUS SOUTH
NEW YORK, NY 10003

Re: File Number: **21HTP-000121-PT**

Premises: **EAST PARK AVENUE, City of Hoboken**

County: **Hudson, NJ**

Owner(s): **THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN**

Dear MS. KULBACK,

Enclosed please find our Title Report concerning the above referenced transaction.

Report on Title
Invoice for Services Rendered

If you should have any questions or comments concerning the enclosed, please do not hesitate to contact our office. We look forward to working with you again in the near future.

Very truly yours,

A handwritten signature in black ink, appearing to be "Anthony Floria-Callori", written over a horizontal line.

Anthony Floria-Callori
Prestige Title Agency, Inc.

Enclosures



Prestige Title Agency, Inc.

130 Pompton Avenue,

Verona, New Jersey 07044

973-239-0101 Fax: 973-239-7033 www.prestigetitle.net

INVOICE FOR REPORT OF TITLE / SEARCH ONLY

Date: **October 7, 2021** File Number: **21HTP-000121-PT**

Attention: **JENNA KULBACK, ENGINEERING SPECIALIST II**
STV INC.
225 PARK AVENUS SOUTH
NEW YORK, NY 10003 Transaction: **Search Only**

Parties: **(S):THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN**

Property: **EAST PARK AVENUE, HOBOKEN, NJ**

County: **Hudson**

CHARGES AND FEES	
Report of Title	\$195.00

Amount Due: \$195.00

Thank you for your business!

PLEASE REMIT PAYMENT WITHIN 30 DAYS.

CREDIT CARD PAYMENT IS ACCEPTED.

*** This invoice supersedes any/all prior invoices. ***

NOTE: THIS INVOICE IS SUBJECT TO CHANGE. FINAL INVOICE MUST BE VERIFIED AT CLOSING.

NOTE: THIS INVOICE IS SUBJECT TO CANCELLATION CHARGES. PLEASE CALL FOR APPROPRIATE CHARGES.

The Insurance Commissioner has directed that a statement detailing each pass-through search charge must be supplied to the Purchaser/Borrower/Lessee in each insured transaction.



Prestige Title Agency, Inc.

130 Pompton Avenue,
Verona, New Jersey 07044

973-239-0101 Fax: 973-239-7033 www.prestigetitle.net

October 7, 2021

JENNA KULBACK, ENGINEERING SPECIALIST II
STV INC.
225 PARK AVENUE SOUTH
NEW YORK, NY 10003

Re: File Number: 21HTP-000121-PT

Owner(s): THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN

REPORT OF TITLE

Pursuant to your request, we have conducted a current owner deed and lien search of the Hudson County records. The search revealed the following information and we have taken the liberty of issuing this report.

Record Owner information is based upon the Hudson County land records indexed through **August 9, 2021** covering the following:

Address:	EAST PARK AVENUE HOBOKEN, NJ		
Tax Lot/Block:	Tax Lot: 1 Tax Block: 267		
Municipality:	City of Hoboken	County:	Hudson
Condominium:		Unit:	
Subdivision:		Filed Map#:	
Filed Lot/Block:	/		

RECORD OWNER:

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN BY FINAL JUDGMENT, RECORDED 4/22/77 IN THE HUDSON COUNTY CLERK/REGISTER'S OFFICE IN BOOK 3228, PAGE 174 .

RECORD DESCRIPTION:

SEE ATTACHED, IF APPLICABLE.

LIENS/MORTGAGES

1. TAXES, CHARGES, ASSESSMENTS AND UTILITIES:

(A) ASSESSMENT SEARCH IS ATTACHED.

(B) TAX SEARCH IS ATTACHED. SUBJECT TO FACTS AS SET FORTH THEREON.

2. NEW JERSEY SUPERIOR AND UNITED STATES DISTRICT COURT JUDGMENT SEARCHES NOT ORDERED

Continued

**File No: 21HTP-000121-PT
RESTRICTIONS, GRANTS, EASEMENTS, ETC**

1. SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD, IF ANY.
2. RESTRICTION AS CONTAINED IN DEED BOOK 8829, PAGE 313.
3. SUBJECT TO THE RIGHTS OF TENANTS, LESSEES OR PARTIES IN POSSESSION.

NOTE: THIS SEARCH IS MADE FROM May 14, 2017 TO August 9, 2021.

[Subject to restrictions and easements of record and any state of facts or defendants that would be disclosed by a 60-year search.]

This report is furnished for informational purposes and reflects the status of title as of the date referenced above. No liability is assumed for non-indexed, mis-indexed, non-recorded or mis-recorded documents. Prestige Title Agency, Inc.'s liability is limited to \$500.00. This report and legal description given herein are based upon information supplied by the Applicant as to the location and identification of the premises in question. No liability is assumed for any discrepancies resulting therefrom. This Report of Title is furnished according to your instructions and does not represent either a Commitment to Insure Title or an opinion as to the marketability of title to the premises searched.

Very Truly Yours,
PRESTIGE TITLE AGENCY, INC.



Authorized Signature

6-4-77

3228-174

FILED

APR 22 1977

W.L.B.
C.

LAWRENCE E. FLORIO, Esq.
Attorney for Plaintiff
CITY OF HOBOKEN
City Hall
Hoboken, New Jersey 07030
201-792-3000

SUPERIOR COURT OF NEW JERSEY

CHANCERY DIVISION

HUDSON COUNTY

Plaintiff

THE MAYOR AND COUNCIL OF THE CITY OF
HOBOKEN, a Municipal Corporation of
the State of New Jersey

vs.

Docket No. F-2795-76

Defendant s

CIVIL ACTION

FINAL JUDGMENT

1896 BLOCK 258, LOTS 2 & 3, 5th and 6th
STREET PIERS, assessed to MERVYN'S
MIDNIGHT WATERFRONT, INC., a/k/a
MERVYN'S MIDNIGHT WATERFRONT BEAUTY,
INC.

1773 BLOCK 186, LOTS 1 & 15, 150-166 OB-
SERVER HIGHWAY, 72-74 BLOOMFIELD
STREET, assessed to OBSERVER GROUP,
INC.

1917 BLOCK 266, PLOT 1, NORTH of 14th
STREET assessed to BASIN LAND CO.
a/k/a BASIN LAND COMPANY

1917 BLOCK 264, LOT 2, 16th STREET PIER
-assessed to BASIN LAND CO. a/k/a
BASIN LAND COMPANY

1917 BLOCK 267, LOT 1, BLOCK 265, LOT 1
(Cove) EAST of PARK AVENUE assessed
to BASIN LAND CO. a/k/a BASIN LAND
COMPANY.

This cause being opened to the Court by Lawrence E.

3228 174

Florio, Esq., City Attorney, attorney for plaintiff, by Walter J. Beronio, Esq., Assistant City Attorney, and it appearing that plaintiff filed its complaint pursuant to provisions of R. S. 54:5-104.29 et seq., as amended and the Rules of this Court governing such practice and procedure to foreclose, in rem, five (5) certain Tax Sale Certificates as follows:

Sch. #	Cert. #	Recorded in Registrar's Office of the County of Hudson		Owner of Last Tax Duplicate	Description on Tax Duplicate and in Certificate of Sale
		Book of Mtgs.	Page		
1. ✓	A-1734	2944	60 etc.	Mervyn's Mid- night Water- front, Inc. and/or Mervyn's Midnight Water- front Beauty, Inc.	Block 258, Lots 2 & 3, 5th & 6th Street Piers.
2. ✓	A-1635	2896	168 etc.	Observer Group, Inc.	Block 186, Lots 1 & 15, 150-166 Ob- server Highway, 72-74 Bloomfield Street.
3. ✓	A-1739	2944	75 etc.	Basin Land Co. and/or Basin Land Company	Block 266, Plot 1, North of 14th Street.
4. ✓	A-1740	2944	78 etc.	Basin Land Co. and/or Basin Land Company	Block 264, Lot 2, 16th Street Pi r.
5. ✓	A-1797	2944	243 etc.	Basin Land Co. and/or Basin Land Company	Block 267, Lot 1, Block 265, Lot 1 (Cove).

that notice of this foreclosure suit in the form prescribed by said statute and the rules of this Court was published once in THE DISPATCH, a newspaper circulating in the City of Hoboken, the municipality wherein the lands to be affected are located, and it further appearing that no answer has been filed in this cause by

any person having or claiming to have a right, title or interest in or to, or lien upon any parcel of land described in the complaint filed herein within the time fixed by said statute, and it appearing that the plaintiff has filed a copy of the complaint in the office of the Tax Collector of the City of Hoboken, and in the Office of the Register of the County of Hudson, and in the office of the Attorney General of the State of New Jersey, and the Court having read and considered the verified complaint filed herein, together with the Proofs of Publication and Posting of said Notice of Foreclosure, and the affidavit showing that there has been no redemption of the Tax Sale Certificates, and the Court being satisfied and having determined that there has been a compliance with said statute;

It is thereupon on this 22 day of April, 1977, ORDERED and ADJUDGED that all persons having a vested or contingent title or interest in or lien or claim upon or against said lands, including the State of New Jersey, and any agency and political subdivision thereof, their heirs, devisees, and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns or successors in right, title or interest, notwithstanding any infancy or incompetency of such person or persons, and all other persons, their heirs, devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns or successors in right, title or interest, be barred of the right of redemption and be fore-

RECEIVED

RECEIVED

closed of all prior or subsequent alienations and descents of said lands and encumbrances thereon, and that an absolute and indefeasible estate of inheritance in fee simple in said lands be vested in the plaintiff, The Mayor and Council of the City of Hoboken -

Schedule Number	Transferee or Purchaser of Title	Deed Dated	Date Recorded	Book No.	Page
1.	Mervyn's Midnight Waterfront Beauty, Inc.	2/15/74	2/15/74	3137	1166 etc.
2.	Observer Group, Inc.	11/26/75	12/19/75	3197	337. to.
3.	Basin Land Company	12/ 1/75	12/ 5/75	3196	372 etc.
4.	Basin Land Company	12/ 1/75	12/ 5/75	3195	372 to.
5.	Basin Land Company	12/ 1/75	12/ 5/75	3196	372 etc.

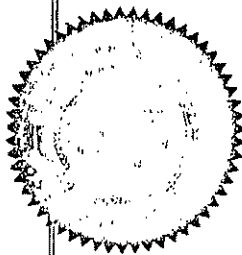
FOR THE COURT

W. Lewis Bambrick
Clerk

I, W. Lewis Bambrick, Clerk of the Superior Court of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of the *Final Judgment* now on the files of my office

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Trenton, this *2nd* day of *May* Nineteen hundred and *77*

W. Lewis Bambrick



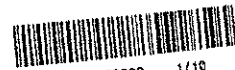
RECORDED 228 PG 177

CHARGE

CHARGE

Handwritten notes and signatures in the left margin.

8829-313



20120119010003930 1/10
01/19/2012 09:18:24 AM DEED
Bk: 8829 Pg: 313
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 638122

INTRODUCED BY: *Pat Z. Smith*
SECONDED BY: *Sam Jones*

AN ORDINANCE ACCEPTING A DEED RESTRICTION
IN FAVOR OF THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
FOR A PORTION OF BLOCK 267 LOT 1

Z-150

DECLARATION OF DEED RESTRICTION

THIS DECLARATION OF DEED RESTRICTION ("Deed Restriction") is made as of this 22th day of December, 2011, by the City of Hoboken whose address is 94 Washington Street, Hoboken, County of Hudson, New Jersey ("Declarant") in favor of the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, having an address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990 ("EDA").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property and the improvements thereon located in the City of Hoboken and County Hudson, State of New Jersey designated as Lot 1, Block 267 of the official Tax Map of the City of Hoboken, commonly known as, all as particularly described in Exhibit A, attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the soils surrounding Property have been contaminated by discharges of hazardous substances within the meaning of the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 (the "Spill Act"), and

WHEREAS, Declarant represents that remediation of the contamination is estimated to cost at least \$1,274,777.00; and

WHEREAS, the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1.1 et seq. (the "Remediation Act"), authorizes EDA to award a municipality with a grant from the Hazardous Discharge Site Remediation Fund (the "HDSRF Grant") pursuant to the Remediation Act of up to 75% of the costs of the remedial action for a project involving the redevelopment of contaminated property for recreation and conservation purposes, provided that the use of the property for recreation and conservation purposes is included in the comprehensive plan for the development or redevelopment of the contaminated property, and provided that use of the property is preserved for recreation and conservation purposes by conveyance of a deed restriction, which shall be recorded and indexed with the deed in the registry of deeds for the county in which the Property is located; and

44483
10/10/3008

WHEREAS, subject to the Declarant's compliance with the Remediation Act, and based on Declarant's representations regarding the intended use of the Property for public open space, the New Jersey Department of Environmental Protection ("DEP") has recommended to the EDA that the Declarant be awarded a HDSRF Grant of up to 75% of the costs of the remedial action with respect to the Property because the remedial action would foster public outdoor recreation; and

WHEREAS, in reliance on DEP's recommendation and subject to, among other things, Declarant entering into this Declaration of Deed Restriction, the EDA has awarded Declarant an HDSRF Grant in the amount of \$1,063,264; and

WHEREAS, the grant of this Deed Restriction by Declarant will help to ensure that the Property is rehabilitated and reused consistent with the City of Hoboken's Redevelopment Plan; and

WHEREAS, the Declarant, having the authority to do so, intends to enter into this Deed Restriction in order to ensure that the Property is preserved for open space for the benefit of the public .

NOW THEREFORE, be it Ordained by the City Council of the City of Hoboken, in the County of Hudson, that in consideration of the award of the HDSRF Grant to Declarant and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein: **DECLARANT hereby irrevocably grants, bargains, sells, and conveys unto the EDA, TO HAVE AND TO HOLD the same unto EDA, its successors and assigns forever, this Deed Restriction in perpetuity.**

1. Deed Restriction for Recreation. Declarant hereby conveys, transfers, assigns and grants to the EDA, and its successors and assigns, this Deed Restriction solely with respect to Property.

2. Scope of Deed Restriction. This Deed Restriction conveys to EDA a limited interest in Property only as hereinafter specifically provided, which includes the benefit of the following covenants, conditions and restrictions:

(a) Declarant agrees to prevent any disturbance or development on the Property and to permit the public open access to use the Property for recreation purposes in perpetuity.

(b) The NJDEP has approved a Remedial Action Work ("RAW") Plan for the site that includes work. Declarant agrees to effectuate the remediation in a timely manner consistent with the terms of the RAW.

(c) Declarant retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Property. Declarant agrees at all times to use reasonable efforts to maintain the Property in a good and sound state of repair and shall keep the Property free of any liens arising

out of any work performed for, materials furnished to, or obligations incurred by Declarant.

(d) Declarant agrees not to obstruct the substantial and regular opportunity of the public to access and utilize the Property for recreational activities; and

(e) Declarant and its successors and assigns forever reserve the fee title to the Property and incidents of ownership therein, other than the Deed Restriction, all to the extent not inconsistent with the terms and purposes of the Deed Restriction granted herein.

3. Title. Declarant warrants as of the date hereof good and sufficient title to the Property free from all encumbrances that would interfere with this Deed Restriction and hereby promises to defend the same against all claims that may be made in connection therewith. Declarant warrants that there are no mortgage liens on the Property on the date hereof. All mortgages and liens filed against the Property after the date hereof shall in all respects be subordinate to the lien of this Deed Restriction.

4. Inspection, Reporting and Right of Entry. At least annually, and on changes in possession, during reasonable hours, on written notice, the EDA or EDA's agents may enter and inspect the Property to determine a breach, default or violation of this Deed Restriction ("Violation"), and for enforcement of its terms. A failure to inspect by the EDA and/or its agents shall not be deemed to constitute a waiver of these rights.

5. Nature and Duration. The covenants, conditions and restrictions in this Deed Restriction shall be a burden upon and run with the land constituting the Property in perpetuity and are binding upon Declarant and the successors and assigns of Declarant for the benefit of the public. Declarant agrees that the terms, conditions, restrictions and purposes of this Deed Restriction will be inserted in any subsequent deed, lease, sub-lease or other legal instrument that includes any portion of the Property by which Declarant divests itself of any interest in the Property.

6. Transfer Notices. Declarant shall provide the EDA with written notice of any transfer or change in ownership of the Property, including but not limited to the name and address of the new owner, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.

7. Remedies -- Breach/Default. In addition to, and not in limitation of, any other rights of the EDA hereunder or at law or in equity, if the EDA determines that a Violation of this Deed Restriction has occurred or that a Violation is threatened, the EDA shall give written notice to Declarant of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Declarant fails to cure the Violation after receipt of notice thereof from the EDA, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the EDA, fails to begin curing such Violation within the time period dictated by the EDA, or fails to continue diligently to cure such Violation until finally cured, the EDA may bring an action at law or in equity in a court of competent jurisdiction:

- (a) to enjoin and/or cure such Violation;
- (b) to enter upon the Property and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Property affected by such Violation to the condition that existed prior thereto;
- (c) to seek or enforce such other legal and/or equitable relief or remedies as the EDA deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Deed Restriction; or
- (d) to exercise any rights and remedies it may have against Declarant under the HDSRF Grant agreement, which rights and remedies shall be applicable to Declarant's successors and assigns under this Deed Restriction.

8. EDA's Rights - Immediate Action. If the EDA, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, the EDA may pursue its remedies under paragraph 7 above without prior notice to Declarant or without waiting for the period provided for cure to expire. The EDA's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Deed Restriction. Declarant agrees that the EDA's remedies at law for any Violation of the terms of this Deed Restriction are inadequate and that the EDA shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the EDA may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the State of New Jersey or any of its departments or agencies' rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.

9. EDA's Right of Transfer. The EDA reserves the right to transfer, assign, or otherwise convey this Deed Restriction to any other entity or person to enforce the provisions of this Deed Restriction. The Deed Restriction shall inure to the benefit of, and be binding upon, all assignees, transferees and successors in interest of EDA. Declarant shall pay any fee charged by such entity or person to perform those services.

10. Enforcement. Enforcement of the terms of this Deed Restriction shall be at the discretion of the EDA, and any forbearance by the EDA to exercise its rights under this Deed Restriction in the event of any Violation by Declarant shall not be deemed or construed to be a waiver by the EDA of such term or of any subsequent Violation of any of the EDA's rights under this Deed Restriction. No delay or omission by the EDA in the exercise of any right or remedy upon any Violation by Declarant shall impair such right or remedy or be construed as a waiver of such right or remedy.

11. Cost Reimbursement. Declarant agrees to reimburse the EDA for any costs incurred by the EDA in enforcing the terms of this Deed Restriction against Declarant, and including, without limitation, the cost of any action taken to remedy an actual or threatened Violation and the reasonable costs of suit and attorney's fees.

12. Indemnification. Declarant agrees to defend, indemnify and hold harmless the EDA, its employees, members, and agents and the State of New Jersey from and against any and all claims, liabilities, losses, damages, injuries, costs, or expenses that may arise in connection with or on account of the Property or the Deed Restriction.

13. Insurance. The Declarant agrees that it shall keep the Property insured consistent with the insurance requirements of any lender. In the event that there is no lender, Declarant agrees to maintain replacement insurance coverage for Property. Upon the request of the EDA, Declarant agrees to provide EDA with a Certificate of Insurance evidencing the replacement coverage insurance EDA has procured in compliance with this paragraph.

14. Notices. Any notice, demand, request, consent, approval or communication under this Deed Restriction shall be sent by certified mail, return receipt requested or reliable overnight carrier, addressed as follows:

To Declarant:

City Clerk and Corporation Counsel
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

To the EDA:

EDA's address for the purpose of notice is:

Incentives Portfolio Management
New Jersey Economic Development Authority (NJEDA)
P.O. Box 990
Trenton, New Jersey 08625-0990

A party may change the address or person to whom notices are required to be given by notice given in the manner above required.

15. Entire Agreement and Severability. This instrument and the attached Exhibit contain the entire agreement of the parties with respect to the Deed Restriction and supersedes any prior agreements relating to the Deed Restriction. If any provision of this Deed Restriction is held unenforceable by a court of competent jurisdiction, the remainder of the Deed Restriction shall continue in full force and effect.

16. Amendments. This Deed Restriction may only be amended by a written instrument signed by Declarant and EDA, and/or their successors and assigns, provided that any

amendment shall be null and void if it is not consistent with the public recreation purposes of this Deed Restriction and would cause the Deed Restriction to not qualify as a conservation and preservation deed restriction under the Remediation Act.

17. Effective Date: This Deed Restriction shall be effective immediately.

18. Miscellaneous.

- a. The laws of the State of New Jersey shall govern the interpretation and performance of this Deed Restriction.
- b. The captions in this Deed Restriction have been inserted solely for convenience of reference and are not a part of this Deed Restriction and shall have no effect upon construction or interpretation.
- c. Execution of this Deed Restriction does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.

19. Governing Body Approval of Deed Restriction

First Reading:

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	✓			
Peter Cunningham	✓			
Jen Giatino	✓			
Carol Marsh	✓			
Elizabeth Mason			✓	
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Ravi Bhalla	✓			

Final Reading / Adoption:

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	✓			
Peter Cunningham	✓			
Jen Giattino	✓			
Carol Marsh	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Ravi Bhalla	✓			

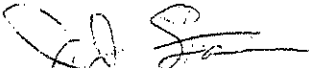
IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date set forth above and directs that this instrument be recorded in the Office of the Hudson County Clerk.

DECLARANT:

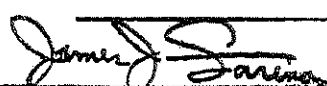
Date: 1-5-12

By: 
Ms. Dawn Zimmer
Mayor, City of Hoboken

ATTEST:


Mr. James Farina
City Clerk, City of Hoboken

A TRUE COPY OF A ORDINANCE ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: 1-5-12


CITY CLERK

STATE OF NEW JERSEY)

) ss.

COUNTY OF HUDSON)

On this 5 day of January, 2012, before me, the undersigned, a Notary Public Attorney-at-Law
in and for said County and State, personally appeared
James J. Farina, City Clerk, City of Hoboken
and
Dawn Zimmer, Mayor, City of Hoboken

known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed this instrument.

WITNESS my hand and official seal.

Notary Public

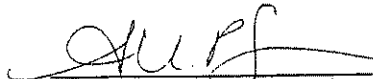

Alycia M. Proko-Smickley
Attorney-at-Law
State of New Jersey

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

Being within a portion of Lot 1, Block 269.4. Said Lot and block numbers shown on a map entitled "Hoboken Cove, Final Plat- 2, Block 126, Lots 5&6, Block 255, Lots 4.1, 4.2, 6.1, 7 & 8, Block 264, Lot 3.1, Block 268.1, 1, 2, 3, & 4, Block 269.2, Lot 1, Block 269.3, Lot 1, 269.4, Lot 1, 269.5, Lot 1, City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski & Sartor, LLC, and filed in the Hudson County Register's Office on August 11, 2005 as Filed Map No. 3972.

Portions of Lot 1, Block 269.4, being more particularly described as follows:

BEGINNING at a point along the Easterly line of Park Avenue, (65' R.O.W.). Said point being North 12 degrees 33 minutes 43 seconds East, a distance of 196.62 feet measured along the said Easterly line of Park Avenue from a point formed by the intersection of the said Easterly line of Park Avenue with the Northerly line of 15th Street, (variable width); thence running

1. North 12 degrees 33 minutes 43 seconds East, a distance of 610.90 feet along the said Easterly line of Park Avenue to a point in the Municipal line between the Township of Weehawken and the City of Hoboken; thence;
2. North 87 degrees 52 minutes 31 seconds East, a distance of 103.38 feet along the said Municipal line to a point in the same; thence;
3. South 12 degrees 33 minutes 43 seconds West, a distance of 637.11 feet to a point; thence
4. North 77 degrees 26 minutes 17 seconds West, a distance of 100.00 feet to the point and place **BEGINNING**

Containing: 62,400 Square Feet = 1.43 acres

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

AND

Being within a portion of Lot 1, Block 267. Said Lot and Block numbers as shown on a map entitled "Hoboken Cove, Final Plat - 2, Block 126 Lot 5 & 6, Block 255 Lot 4.1, 4.2, 6.1, 7 & 8, Block 264 Lot 3.1, Block 268.1 Lot 1, 2, 3 & 4, Block 269.2 Lot 1, Block 269.3 Lot 1, 269.4 Lot 1, Block 269.5 Lot 1 City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski & Sartor, LLC, and filed in the Hudson County Register's Office on August 11, 2005 as Filed Map No. 3972.

Portion of Lot 1, Block 267 being more particularly described as follows:

BEGINNING at a point along the division line between Lot 1, Block 267 and Lot 1, Block 269.1. Said point being the following two, (2) courses from the intersection between the Easterly

Exhibit A to Deed Restriction

line of, (65.0' R.O.W.), Park Avenue with the Northerly line of 15th Street, (variable width).

A) North 12 degrees 33 minutes 43 seconds East, a distance of 196.62 feet measured along the said Easterly line of Park Avenue to a point; thence

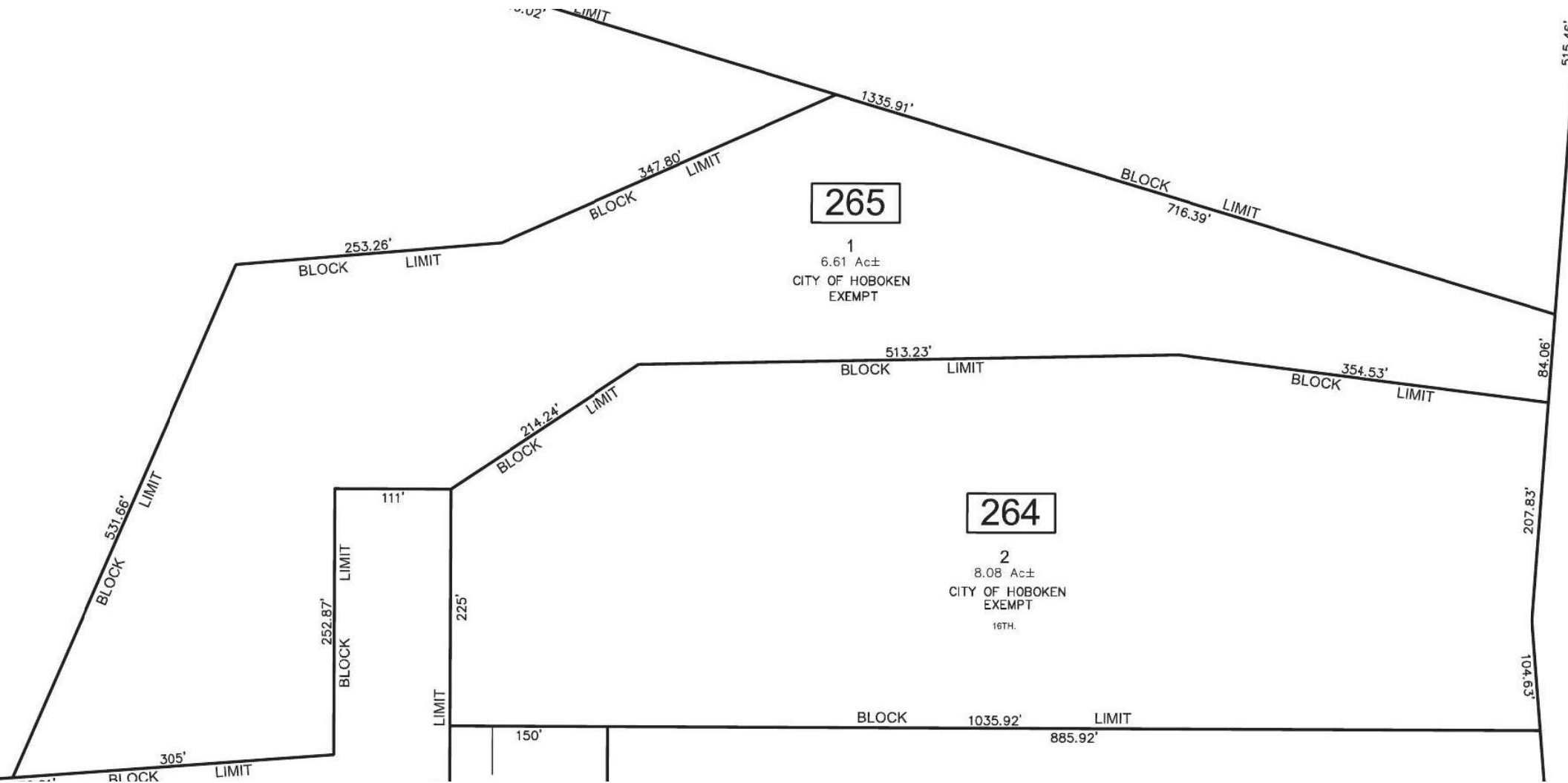
B) South 77 degrees 26 minutes 17 seconds East, a distance of 100.00 feet to the point and place of BEGINNING; Thence running

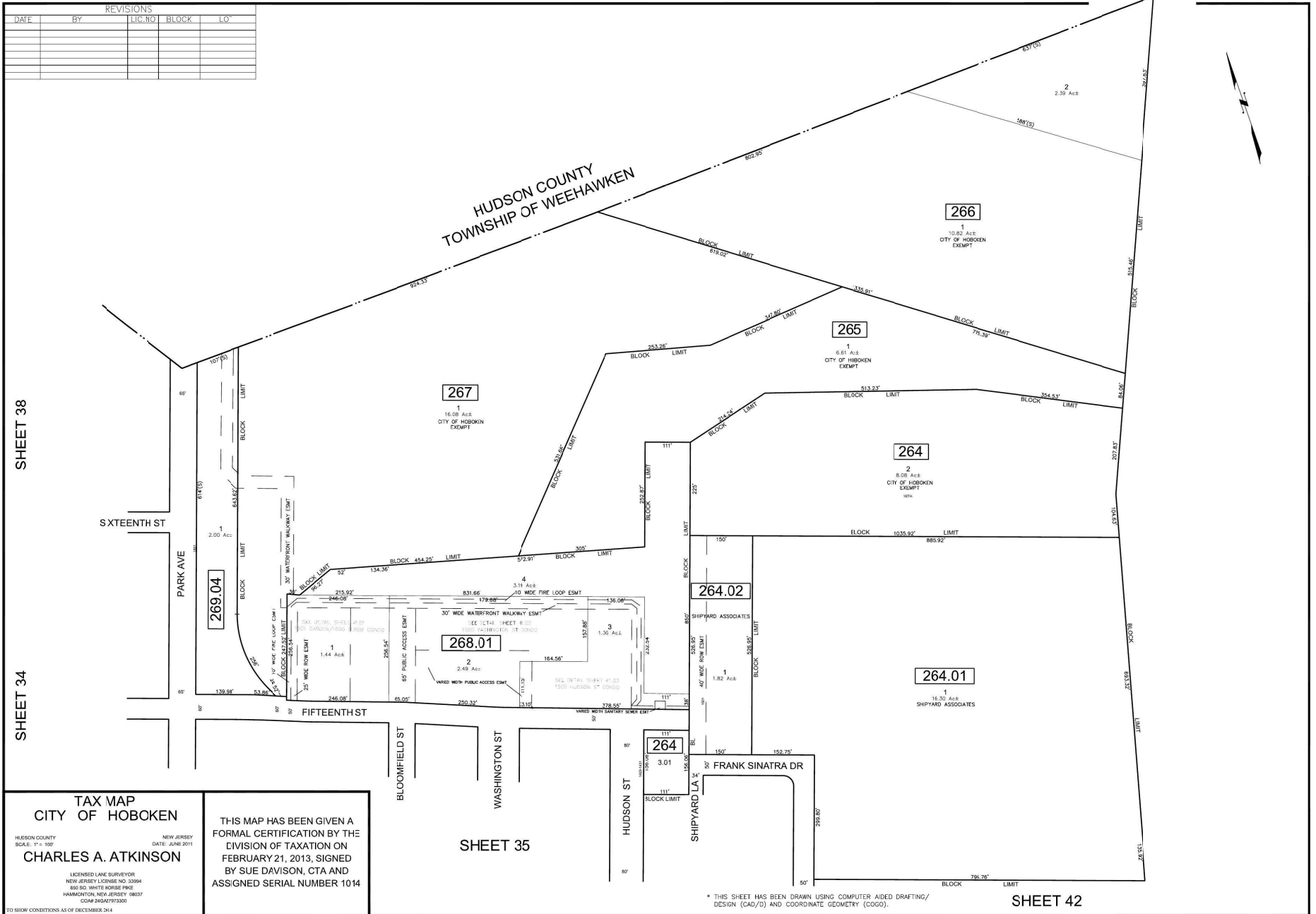
1. North 12 degrees 33 minutes 43 seconds East, a distance of 310.00 feet to a point; thence
2. South 77 degrees 26 minutes 17 second East, a distance of 90.00 feet to a point; thence
3. South 12 degrees 33 minutes 43 seconds West, a distance of 315.00 feet to a point; thence
4. North 77 degrees 26 minutes 17 seconds West, a distance of 90.00 feet to a point; thence
4. North 12 degrees 33 minutes 43 second East, a distance of 5.00 feet to the point and place of BEGINNING.

Containing: 28,350 Square Feet = 0.65 acres

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

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01/19/2012 09:16:24 AM
DEED
NUMBER OF PAGES : 10
NGOOFREY







Prestige Title Agency, Inc.

130 Pompton Avenue,

Verona, New Jersey 07044

973-239-0101 Fax: 973-239-7033 www.prestigetitle.net

November 1, 2021

JENNA KULBACK, ENGINEERING SPECIALIST II
STV INC.
225 PARK AVENUS SOUTH
NEW YORK, NY 10003

Re: File Number: **21HTP-000130-PT**

Premises: **EAST of Park Ave, City of Hoboken**

County: **Hudson, NJ**

Owner(s): **THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN**

Dear MS. KULBACK,

Enclosed please find our Title Report concerning the above referenced transaction.

Report on Title
Invoice for Services Rendered

If you should have any questions or comments concerning the enclosed, please do not hesitate to contact our office. We look forward to working with you again in the near future.

Very truly yours,

A handwritten signature in black ink, appearing to be "Anthony Floria-Callori", written over a horizontal line.

Anthony Floria-Callori
Prestige Title Agency, Inc.

Enclosures



Prestige Title Agency, Inc.

130 Pompton Avenue,

Verona, New Jersey 07044

973-239-0101 Fax: 973-239-7033 www.prestigetitle.net

INVOICE FOR REPORT OF TITLE / SEARCH ONLY

Date: **November 1, 2021** File Number: **21HTP-000130-PT**

Attention: **JENNA KULBACK, ENGINEERING SPECIALIST II**
STV INC.
225 PARK AVENUS SOUTH
NEW YORK, NY 10003 Transaction: **Search Only**

Parties: **(S):THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN**

Property: **EAST of Park Ave, HOBOKEN, NJ**

County: **Hudson**

CHARGES AND FEES	
Report of Title	\$195.00

Amount Due: \$195.00

Thank you for your business!

PLEASE REMIT PAYMENT WITHIN 30 DAYS.

CREDIT CARD PAYMENT IS ACCEPTED.

*** This invoice supersedes any/all prior invoices. ***

NOTE: THIS INVOICE IS SUBJECT TO CHANGE. FINAL INVOICE MUST BE VERIFIED AT CLOSING.

NOTE: THIS INVOICE IS SUBJECT TO CANCELLATION CHARGES. PLEASE CALL FOR APPROPRIATE CHARGES.

The Insurance Commissioner has directed that a statement detailing each pass-through search charge must be supplied to the Purchaser/Borrower/Lessee in each insured transaction.



Prestige Title Agency, Inc.

130 Pompton Avenue,
Verona, New Jersey 07044

973-239-0101 Fax: 973-239-7033 www.prestigetitle.net

November 1, 2021

JENNA KULBACK, ENGINEERING SPECIALIST II
STV INC.
225 PARK AVENUE SOUTH
NEW YORK, NY 10003

Re: File Number: 21HTP-000130-PT

Owner(s): THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN

REPORT OF TITLE

Pursuant to your request, we have conducted a current owner deed and lien search of the Hudson County records. The search revealed the following information and we have taken the liberty of issuing this report.

Record Owner information is based upon the Hudson County land records indexed through **September 20, 2021** covering the following:

Address:	EAST of Park Ave HOBOKEN, NJ		
Tax Lot/Block:	Tax Lot: 1 Tax Block: 265		
Municipality:	City of Hoboken	County:	Hudson
Condominium:		Unit:	
Subdivision:		Filed Map#:	
Filed Lot/Block:	/		

RECORD OWNER:

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, BY FINAL JUDGMENT, DATED APRIL 22, 1977, RECORDED MAY 4, 1977 IN DEED BOOK 3228, PAGE 174.

RECORD DESCRIPTION:

SEE ATTACHED.

JUDGMENTS, LIENS, MORTGAGES, ETC.:

1.
SUBJECT TO NEW JERSEY TAX & ASSESSMENT SEARCH - NOT ORDERED.
SUBJECT TO TIDELANDS SEARCH - NOT ORDERED.
SUBJECT TO NEW JERSEY SUPERIOR AND UNITED STATES DISTRICT COURT JUDGMENT SEARCH - NOT ORDERED.
SUBJECT TO UNITED STATES PATRIOT NAME SEARCH - NOT ORDERED.
NOTE: PLEASE ADVISE IF THIS COMPANY IS TO ORDER SAME.

2. THE RECORD DISCLOSES NO OPEN MORTGAGES OF RECORD.

Continued

File No: 21HTP-000130-PT

RESTRICTIONS, GRANTS, EASEMENTS, ETC.:

1. SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD, IF ANY.
2.
SUBJECT TO EROSION AND ACCRETION OF HUDSON RIVER.
3.
RESTRICTIONS, COVENANTS, RIGHTS, RESERVATIONS, PRIVILEGES, EASEMENTS AND CHARGES TO NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AS SET FORTH IN DEED BOOK 8829, PAGE 313.
4.
SPECIFIC LEVEL OF THE HUDSON RIVER IS NOT HEREBY GUARANTEED.
5. EASEMENT(S) AND CONDITION(S) AS SHOWN ON THE MUNICIPAL TAX MAP(S).
6. SUBJECT TO POSSIBLE GREEN ACRES FUNDING RESTRICTIONS AND CONDITIONS.
7. RIGHTS OF OTHERS IN AND TO ANY BROOKS, STREAMS, DRAINS, DITCHES AND/OR WATER COURSES ABUTTING OR RUNNING THROUGH THE PREMISES IN QUESTION.

NOTE: THIS SEARCH IS MADE FROM May 14, 2017 TO September 20, 2021.

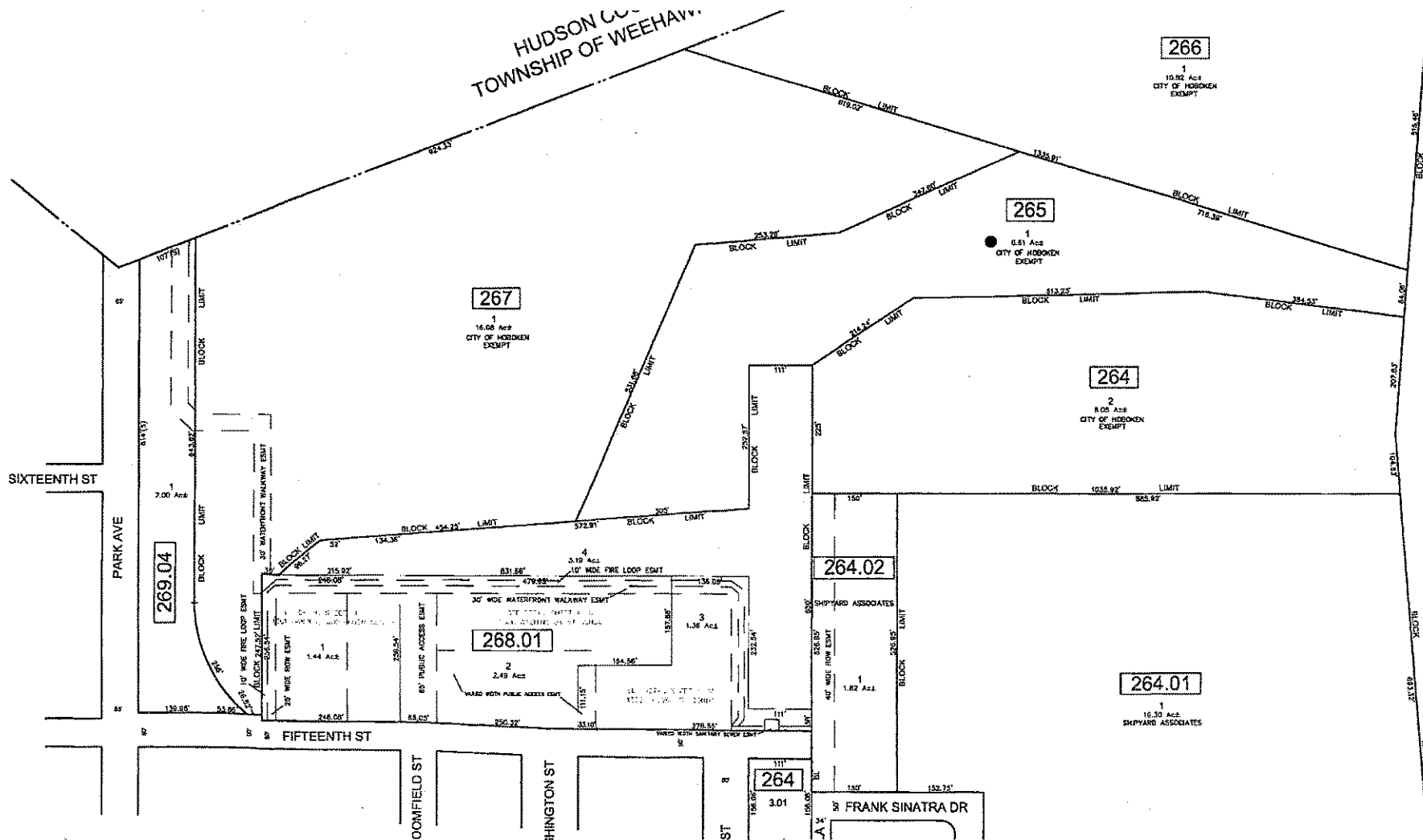
[Subject to restrictions and easements of record and any state of facts or defendants that would be disclosed by a 60-year search.]

This report is furnished for informational purposes and reflects the status of title as of the date referenced above. No liability is assumed for non-indexed, mis-indexed, non-recorded or mis-recorded documents. Prestige Title Agency, Inc.'s liability is limited to \$500.00. This report and legal description given herein are based upon information supplied by the Applicant as to the location and identification of the premises in question. No liability is assumed for any discrepancies resulting therefrom. This Report of Title is furnished according to your instructions and does not represent either a Commitment to Insure Title or an opinion as to the marketability of title to the premises searched.

Very Truly Yours,
PRESTIGE TITLE AGENCY, INC.



Authorized Signature



5-4-77

3228-174

FILED

APR 22 1977

W.L.B.
C.C.

LAWRENCE E. FLORIO, Esq.
Attorney for Plaintiff
CITY OF HOBOKEN
City Hall
Hoboken, New Jersey 07030
201-792-3000

SUPERIOR COURT OF NEW JERSEY

CHANCERY DIVISION

HUDSON COUNTY

Plaintiff

THE MAYOR AND COUNCIL OF THE CITY OF
HOBOKEN, a Municipal Corporation of
the State of New Jersey

vs.

Docket No. F-2795-76

Defendant s

CIVIL ACTION

FINAL JUDGMENT

1896 BLOCK 258, LOTS 2 & 3, 5th and 6th
STREET PIERS, assessed to MERVYN'S
MIDNIGHT WATERFRONT, INC., a/k/a
MERVYN'S MIDNIGHT WATERFRONT BEAUTY,
INC.

1773 BLOCK 186, LOTS 1 & 15, 150-166 OB-
SERVER HIGHWAY, 72-74 BLOOMFIELD
STREET, assessed to OBSERVER GROUP,
INC.

1917 BLOCK 266, PLOT 1, NORTH of 14th
STREET assessed to BASIN LAND CO.
a/k/a BASIN LAND COMPANY

1917 BLOCK 264, LOT 2, 16th STREET PIER
-assessed to BASIN LAND CO. a/k/a
BASIN LAND COMPANY

1917 BLOCK 267, LOT 1, BLOCK 265, LOT 1
(Cove) EAST of PARK AVENUE assessed
to BASIN LAND CO. a/k/a BASIN LAND
COMPANY. *

This cause being opened to the Court by Lawrence E.

3228 PG 174

Florio, Esq., City Attorney, attorney for plaintiff, by Walter J. Beronio, Esq., Assistant City Attorney, and it appearing that plaintiff filed its complaint pursuant to provisions of R. S. 54:5-104.29 et seq., as amended and the Rules of this Court governing such practice and procedure to foreclose, in rem, five (5) certain Tax Sale Certificates as follows:

Sch. #	Cert. #	Recorded in Registrar's Office of the County of Hudson		Owner of Last Tax Duplicate	Description on Tax Duplicate and in Certificate of Sale
		Book of Mtgs.	Page		
1. ✓	A-1734	2944	60 etc.	Mervyn's Mid- night Water- front, Inc. and/or Mervyn's Midnight Water- front Beauty, Inc.	Block 258, Lots 2 & 3, 5th & 6th Street Piers.
2. ✓	A-1635	2896	168 etc.	Observer Group, Inc.	Block 186, Lots 1 & 15, 150-166 Ob- server Highway, 72-74 Bloomfield Street.
3. ✓	A-1739	2944	75 etc.	Basin Land Co. and/or Basin Land Company	Block 266, Plot 1, North of 14th Street.
4. ✓	A-1740	2944	78 etc.	Basin Land Co. and/or Basin Land Company	Block 264, Lot 2, 16th Street Pier.
5. ✓	A-1797	2944	243 etc.	Basin Land Co. and/or Basin Land Company	Block 267, Lot 1, Block 265, Lot 1 (Cove).

that notice of this foreclosure suit in the form prescribed by said statute and the rules of this Court was published once in THE DISPATCH, a newspaper circulating in the City of Hoboken, the municipality wherein the lands to be affected are located, and it further appearing that no answer has been filed in this cause by

any person having or claiming to have a right, title or interest in or to, or lien upon any parcel of land described in the complaint filed herein within the time fixed by said statute, and it appearing that the plaintiff has filed a copy of the complaint in the office of the Tax Collector of the City of Hoboken, and in the Office of the Register of the County of Hudson, and in the office of the Attorney General of the State of New Jersey, and the Court having read and considered the verified complaint filed herein, together with the Proofs of Publication and Posting of said Notice of Foreclosure, and the affidavit showing that there has been no redemption of the Tax Sale Certificates; and the Court being satisfied and having determined that there has been a compliance with said statute;

It is thereupon on this 22 day of April, 1977, ORDERED and ADJUDGED that all persons having a vested or contingent title or interest in or lien or claim upon or against said lands, including the State of New Jersey, and any agency and political subdivision thereof, their heirs, devisees, and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns or successors in right, title or interest, notwithstanding any infancy or incompetency of such person or persons, and all other persons, their heirs, devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns or successors in right, title or interest, be barred of the right of redemption and be fore-

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closed of all prior or subsequent alienations and descents of said lands and encumbrances thereon, and that an absolute and indefeasible estate of inheritance in fee simple in said lands be vested in the plaintiff, The Mayor and Council of the City of Hoboken -

Schedule Number	Transferee or Purchaser of Title	Deed Dated	Date Recorded	Book No.	Page
1.	Mervyn's Midnight Waterfront Beauty, Inc.	2/15/74	2/15/74	3157	1166 etc.
2.	Observer Group, Inc.	11/26/75	12/19/75	3197	337 to.
3.	Basin Land Company	12/ 1/75	12/ 5/75	3196	372 etc.
4.	Basin Land Company	12/ 1/75	12/ 5/75	3195	372 to.
5.	Basin Land Company	12/ 1/75	12/ 5/75	3196	372 etc.

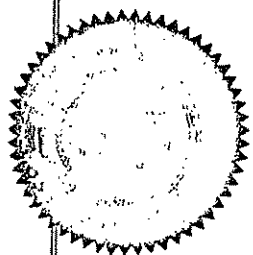
A 5332
9:55

CHARGE

X 1166
X 337
X 372
X 372

FOR THE COURT

W. Lewis Bambrick
Clerk



I, W. Lewis Bambrick, Clerk of the Superior Court of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of the Final Judgment now on the files of my office
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Trenton, this 2nd day of May Nineteen hundred and 77

W. Lewis Bambrick

3228 178

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closed of all previous...
said lands and encumbrances thereon, and that an absolute and
indivisible estate...
be vested in the plaintiff, The Mayor and Council of the City
of Hoboken -

Schedule Number	Transferor or Purchaser of Title	Deed Date	Deed Recorded Date	Book No.	Paid
1.	Mervyn's Midnight Waterfront Beauty Inc.	2/12/74	2/12/74	3157	1166 etc.
2.	Opserver Group Inc.	11/30/72	12/12/72	3197	337 etc.
3.	Basin Land Company	12/1/72	12/1/72	3198	372 etc.
4.	Basin Land Company	12/1/72	12/1/72	3198	372 etc.
5.	Basin Land Company	12/1/72	12/1/72	3198	372 etc.

NOTARY PUBLIC

W. Lewis Bompick
Notary

I, W. Lewis Bompick, Clerk of the Superior Court of New Jersey,
the same being a Court of Record, do hereby certify that the foregoing
is a true copy of the *Order* of the Court.
now on the file of my office.
IN TESTIMONY WHEREOF, I have hereunto set my hand and
day of *Nov* 1974.
Nineteen hundred and *74*

W. Lewis Bompick
Clerk

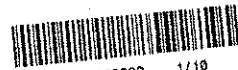
3228 178

CHARGE

2336

90 25

8829-313



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01/19/2012 09:18:24 AM DEED
Bk: 8829 Pg: 313
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 638122

INTRODUCED BY
SECONDED BY:

[Signature]
[Signature]

AN ORDINANCE ACCEPTING A DEED RESTRICTION
IN FAVOR OF THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
FOR A PORTION OF BLOCK 267 LOT 1

Z-150

DECLARATION OF DEED RESTRICTION

THIS DECLARATION OF DEED RESTRICTION ("Deed Restriction")

is made as of this 22th day of December, 2011, by the City of Hoboken whose address is 94 Washington Street, Hoboken, County of Hudson, New Jersey ("Declarant") in favor of the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, having an address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990 ("EDA").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property and the improvements thereon located in the City of Hoboken and County Hudson, State of New Jersey designated as Lot 1, Block 267 of the official Tax Map of the City of Hoboken, commonly known as, all as particularly described in Exhibit A, attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the soils surrounding Property have been contaminated by discharges of hazardous substances within the meaning of the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 (the "Spill Act"), and

WHEREAS, Declarant represents that remediation of the contamination is estimated to cost at least \$1,274,777.00; and

WHEREAS, the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1.1 et seq. (the "Remediation Act"), authorizes EDA to award a municipality with a grant from the Hazardous Discharge Site Remediation Fund (the "HDSRF Grant") pursuant to the Remediation Act of up to 75% of the costs of the remedial action for a project involving the redevelopment of contaminated property for recreation and conservation purposes, provided that the use of the property for recreation and conservation purposes is included in the comprehensive plan for the development or redevelopment of the contaminated property, and provided that use of the property is preserved for recreation and conservation purposes by conveyance of a deed restriction, which shall be recorded and indexed with the deed in the registry of deeds for the county in which the Property is located; and

H:11/18/3
10/11/308

WHEREAS, subject to the Declarant's compliance with the Remediation Act, and based on Declarant's representations regarding the intended use of the Property for public open space, the New Jersey Department of Environmental Protection ("DEP") has recommended to the EDA that the Declarant be awarded a HDSRF Grant of up to 75% of the costs of the remedial action with respect to the Property because the remedial action would foster public outdoor recreation; and

WHEREAS, in reliance on DEP's recommendation and subject to, among other things, Declarant entering into this Declaration of Deed Restriction, the EDA has awarded Declarant an HDSRF Grant in the amount of \$1,063,264; and

WHEREAS, the grant of this Deed Restriction by Declarant will help to ensure that the Property is rehabilitated and reused consistent with the City of Hoboken's Redevelopment Plan; and

WHEREAS, the Declarant, having the authority to do so, intends to enter into this Deed Restriction in order to ensure that the Property is preserved for open space for the benefit of the public.

NOW THEREFORE, be it Ordained by the City Council of the City of Hoboken, in the County of Hudson, that in consideration of the award of the HDSRF Grant to Declarant and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein: **DECLARANT hereby irrevocably grants, bargains, sells, and conveys unto the EDA, TO HAVE AND TO HOLD the same unto EDA, its successors and assigns forever, this Deed Restriction in perpetuity.**

1. Deed Restriction for Recreation. Declarant hereby conveys, transfers, assigns and grants to the EDA, and its successors and assigns, this Deed Restriction solely with respect to Property.

2. Scope of Deed Restriction. This Deed Restriction conveys to EDA a limited interest in Property only as hereinafter specifically provided, which includes the benefit of the following covenants, conditions and restrictions:

- (a) Declarant agrees to prevent any disturbance or development on the Property and to permit the public open access to use the Property for recreation purposes in perpetuity.
- (b) The NJDEP has approved a Remedial Action Work ("RAW") Plan for the site that includes work. Declarant agrees to effectuate the remediation in a timely manner consistent with the terms of the RAW.
- (c) Declarant retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Property. Declarant agrees at all times to use reasonable efforts to maintain the Property in a good and sound state of repair and shall keep the Property free of any liens arising

out of any work performed for, materials furnished to, or obligations incurred by Declarant.

(d) Declarant agrees not to obstruct the substantial and regular opportunity of the public to access and utilize the Property for recreational activities; and

(e) Declarant and its successors and assigns forever reserve the fee title to the Property and incidents of ownership therein, other than the Deed Restriction, all to the extent not inconsistent with the terms and purposes of the Deed Restriction granted herein.

3. Title. Declarant warrants as of the date hereof good and sufficient title to the Property free from all encumbrances that would interfere with this Deed Restriction and hereby promises to defend the same against all claims that may be made in connection therewith. Declarant warrants that there are no mortgage liens on the Property on the date hereof. All mortgages and liens filed against the Property after the date hereof shall in all respects be subordinate to the lien of this Deed Restriction.

4. Inspection, Reporting and Right of Entry. At least annually, and on changes in possession, during reasonable hours, on written notice, the EDA or EDA's agents may enter and inspect the Property to determine a breach, default or violation of this Deed Restriction ("Violation"), and for enforcement of its terms. A failure to inspect by the EDA and/or its agents shall not be deemed to constitute a waiver of these rights.

5. Nature and Duration. The covenants, conditions and restrictions in this Deed Restriction shall be a burden upon and run with the land constituting the Property in perpetuity and are binding upon Declarant and the successors and assigns of Declarant for the benefit of the public. Declarant agrees that the terms, conditions, restrictions and purposes of this Deed Restriction will be inserted in any subsequent deed, lease, sub-lease or other legal instrument that includes any portion of the Property by which Declarant divests itself of any interest in the Property.

6. Transfer Notices. Declarant shall provide the EDA with written notice of any transfer or change in ownership of the Property, including but not limited to the name and address of the new owner, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.

7. Remedies – Breach/Default. In addition to, and not in limitation of, any other rights of the EDA hereunder or at law or in equity, if the EDA determines that a Violation of this Deed Restriction has occurred or that a Violation is threatened, the EDA shall give written notice to Declarant of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Declarant fails to cure the Violation after receipt of notice thereof from the EDA, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the EDA, fails to begin curing such Violation within the time period dictated by the EDA, or fails to continue diligently to cure such Violation until finally cured, the EDA may bring an action at law or in equity in a court of competent jurisdiction:

(a) to enjoin and/or cure such Violation;

(b) to enter upon the Property and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Property affected by such Violation to the condition that existed prior thereto;

(c) to seek or enforce such other legal and/or equitable relief or remedies as the EDA deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Deed Restriction; or

(d) to exercise any rights and remedies it may have against Declarant under the HDSRF Grant agreement, which rights and remedies shall be applicable to Declarant's successors and assigns under this Deed Restriction.

8. EDA's Rights - Immediate Action. If the EDA, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, the EDA may pursue its remedies under paragraph 7 above without prior notice to Declarant or without waiting for the period provided for cure to expire. The EDA's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Deed Restriction. Declarant agrees that the EDA's remedies at law for any Violation of the terms of this Deed Restriction are inadequate and that the EDA shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the EDA may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the State of New Jersey or any of its departments or agencies' rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.

9. EDA's Right of Transfer. The EDA reserves the right to transfer, assign, or otherwise convey this Deed Restriction to any other entity or person to enforce the provisions of this Deed Restriction. The Deed Restriction shall inure to the benefit of, and be binding upon, all assignees, transferees and successors in interest of EDA. Declarant shall pay any fee charged by such entity or person to perform those services.

10. Enforcement. Enforcement of the terms of this Deed Restriction shall be at the discretion of the EDA, and any forbearance by the EDA to exercise its rights under this Deed Restriction in the event of any Violation by Declarant shall not be deemed or construed to be a waiver by the EDA of such term or of any subsequent Violation of any of the EDA's rights under this Deed Restriction. No delay or omission by the EDA in the exercise of any right or remedy upon any Violation by Declarant shall impair such right or remedy or be construed as a waiver of such right or remedy.

11. Cost Reimbursement: Declarant agrees to reimburse the EDA for any costs incurred by the EDA in enforcing the terms of this Deed Restriction against Declarant, and including, without limitation, the cost of any action taken to remedy an actual or threatened Violation and the reasonable costs of suit and attorney's fees.

12. Indemnification. Declarant agrees to defend, indemnify and hold harmless the EDA, its employees, members, and agents and the State of New Jersey from and against any and all claims, liabilities, losses, damages, injuries, costs, or expenses that may arise in connection with or on account of the Property or the Deed Restriction.

13. Insurance. The Declarant agrees that it shall keep the Property insured consistent with the insurance requirements of any lender. In the event that there is no lender, Declarant agrees to maintain replacement insurance coverage for Property. Upon the request of the EDA, Declarant agrees to provide EDA with a Certificate of Insurance evidencing the replacement coverage insurance EDA has procured in compliance with this paragraph.

14. Notices. Any notice, demand, request, consent, approval or communication under this Deed Restriction shall be sent by certified mail, return receipt requested or reliable overnight carrier, addressed as follows:

To Declarant:

City Clerk and Corporation Counsel
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

To the EDA:

EDA's address for the purpose of notice is:

Incentives Portfolio Management
New Jersey Economic Development Authority (NJEDA)
P.O. Box 990
Trenton, New Jersey 08625-0990

A party may change the address or person to whom notices are required to be given by notice given in the manner above required.

15. Entire Agreement and Severability. This instrument and the attached Exhibit contain the entire agreement of the parties with respect to the Deed Restriction and supersedes any prior agreements relating to the Deed Restriction. If any provision of this Deed Restriction is held unenforceable by a court of competent jurisdiction, the remainder of the Deed Restriction shall continue in full force and effect.

16. Amendments. This Deed Restriction may only be amended by a written instrument signed by Declarant and EDA, and/or their successors and assigns, provided that any

amendment shall be null and void if it is not consistent with the public recreation purposes of this Deed Restriction and would cause the Deed Restriction to not qualify as a conservation and preservation deed restriction under the Remediation Act.

17. Effective Date: This Deed Restriction shall be effective immediately.

18. Miscellaneous.

- a. The laws of the State of New Jersey shall govern the interpretation and performance of this Deed Restriction.
- b. The captions in this Deed Restriction have been inserted solely for convenience of reference and are not a part of this Deed Restriction and shall have no effect upon construction or interpretation.
- c. Execution of this Deed Restriction does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.

19. Governing Body Approval of Deed Restriction

First Reading:

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	✓			
Peter Cunningham	✓			
Jen Giattino	✓			
Carol Marsh	✓			
Elizabeth Mason			✓	
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Ravi Bhalla	✓			

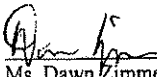
Final Reading / Adoption:

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	✓			
Peter Cunningham	✓			
Jen Giattino	✓			
Carol Marsh	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Ravi Bhalla	✓			

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date set forth above and directs that this instrument be recorded in the Office of the Hudson County Clerk.

DECLARANT:

Date: 1-5-12

By: 
Ms. Dawn Zimmer
Mayor, City of Hoboken

ATTEST:


Mr. James Farina
City Clerk, City of Hoboken

A TRUE COPY OF A ORDINANCE ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: 1-5-12


CITY CLERK

STATE OF NEW JERSEY)

) ss.

COUNTY OF HUDSON)

On this 5 day of January, 2012, before me, the undersigned, a Notary Public
in and for said County and State, personally appeared
James J. Farina, City Clerk, City of Hoboken

and
Dawn Zimmer, Mayor, City of Hoboken
known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s), or the persons upon behalf of which the individual(s) acted,
executed this instrument.

WITNESS my hand and official seal.

Notary Public

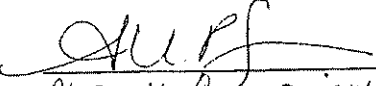

Alysia M. Proko-Smickley
Attorney-at-Law
State of New Jersey

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

Being within a portion of Lot 1, Block 269.4. Said Lot and block numbers shown on a map entitled "Hoboken Cove, Final Plat- 2, Block 126, Lots 5&6, Block 255, Lots 4.1, 4.2, 6.1, 7 & 8, Block 264, Lot 3.1, Block 268.1, 1, 2, 3, & 4, Block 269.2, Lot 1, Block 269.3, Lot 1, 269.4, Lot 1, 269.5, Lot 1, City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski & Sartor, LLC, and filed in the Hudson County Register's Office on August 11, 2005 as Filed Map No. 3972.

Portions of Lot 1, Block 269.4, being more particularly described as follows:

BEGINNING at a point along the Easterly line of Park Avenue, (65' R.O.W.). Said point being North 12 degrees 33 minutes 43 seconds East, a distance of 196.62 feet measured along the said Easterly line of Park Avenue from a point formed by the intersection of the said Easterly line of Park Avenue with the Northerly line of 15th Street, (variable width); thence running

1. North 12 degrees 33 minutes 43 seconds East, a distance of 610.90 feet along the said Easterly line of Park Avenue to a point in the Municipal line between the Township of Weehawken and the City of Hoboken; thence;
2. North 87 degrees 52 minutes 31 seconds East, a distance of 103.38 feet along the said Municipal line to a point in the same; thence;
3. South 12 degrees 33 minutes 43 seconds West, a distance of 637.11 feet to a point; thence
4. North 77 degrees 26 minutes 17 seconds West, a distance of 100.00 feet to the point and place **BEGINNING**

Containing: 62,400 Square Feet = 1.43 acres

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

AND

Being within a portion of Lot 1, Block 267. Said Lot and Block numbers as shown on a map entitled "Hoboken Cove, Final Plat - 2, Block 126 Lot 5 & 6, Block 255 Lot 4.1, 4.2, 6.1, 7 & 8, Block 264 Lot 3.1, Block 268.1 Lot 1, 2, 3 & 4, Block 269.2 Lot 1, Block 269.3 Lot 1, 269.4 Lot 1, Block 269.5 Lot 1 City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski & Sartor, LLC, and filed in the Hudson County Register's Office on August 11, 2005 as Filed Map No. 3972.

Portion of Lot 1, Block 267 being more particularly described as follows:

BEGINNING at a point along the division line between Lot 1, Block 267 and Lot 1, Block 269.1. Said point being the following two, (2) courses from the intersection between the Easterly

Exhibit A to Deed Restriction

line of, (65.0' R.O.W.), Park Avenue with the Northerly line of 15th Street, (variable width).

A) North 12 degrees 33 minutes 43 seconds East, a distance of 196.62 feet measured along the said Easterly line of Park Avenue to a point; thence

B) South 77 degrees 26 minutes 17 seconds East, a distance of 100.00 feet to the point and place of BEGINNING; Thence running

1. North 12 degrees 33 minutes 43 seconds East, a distance of 310.00 feet to a point; thence
2. South 77 degrees 26 minutes 17 second East, a distance of 90.00 feet to a point; thence
3. South 12 degrees 33 minutes 43 seconds West, a distance of 315.00 feet to a point; thence
4. North 77 degrees 26 minutes 17 seconds West, a distance of 90.00 feet to a point; thence
4. North 12 degrees 33 minutes 43 second East, a distance of 5.00 feet to the point and place of BEGINNING.

Containing: 28,350 Square Feet = 0.65 acres

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

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01/19/2012 09:18:24 AM
DEED
NUMBER OF PAGES : 10
NGOODFREY

MAYOR & COUNCIL
EAST OF PARK AVE
HOBOKEN, NJ 07030

Mailing Address
CITY OF HOBOKEN
HOBOKEN, NJ 07030

County: **HUDSON**
Town: **Hoboken City**
Block: **265**
Lot: **1 - B267 L1**
Qualifier:

Tax Information			
Land Value:	\$8,716,500	Property Type:	Public
Imp. Value:	\$700,000	Assessment Year:	2004
Total Assessment:	9416500	Tax Year:	2021
Property Tax:	151699.82	Town Tax Rate:	

Property Description			
Zoning:	I-1W	Building Description:	LAND/RIVER
Lot Size:	23.2443 AC	Year Built:	
Land Sq. Ft.:	1012334	Building Sq. Ft.:	
Acres:	23.24	Num. Stories:	2

Sales History			
Deed Book: 23	Rec. Date: 6/21/2001	Sales Price: \$80,000	Buyer: 810 WASHINGTON ST. CORP.
Deed Page: 2443	Deed Date: 01/29/1999		Seller:

HUDSON CO.
TOWNSHIP OF WEEHAWAN

267

1
16.08 Ac±
CITY OF HOBOKEN
EXEMPT

4
3.19 Ac±
10' WIDE FIRE LANE EASEMENT

BLOCK
619.02' LIMIT

BLOCK
253.26' LIMIT

BLOCK
347.80' LIMIT

265

1
6.61 Ac±
CITY OF HOBOKEN
EXEMPT

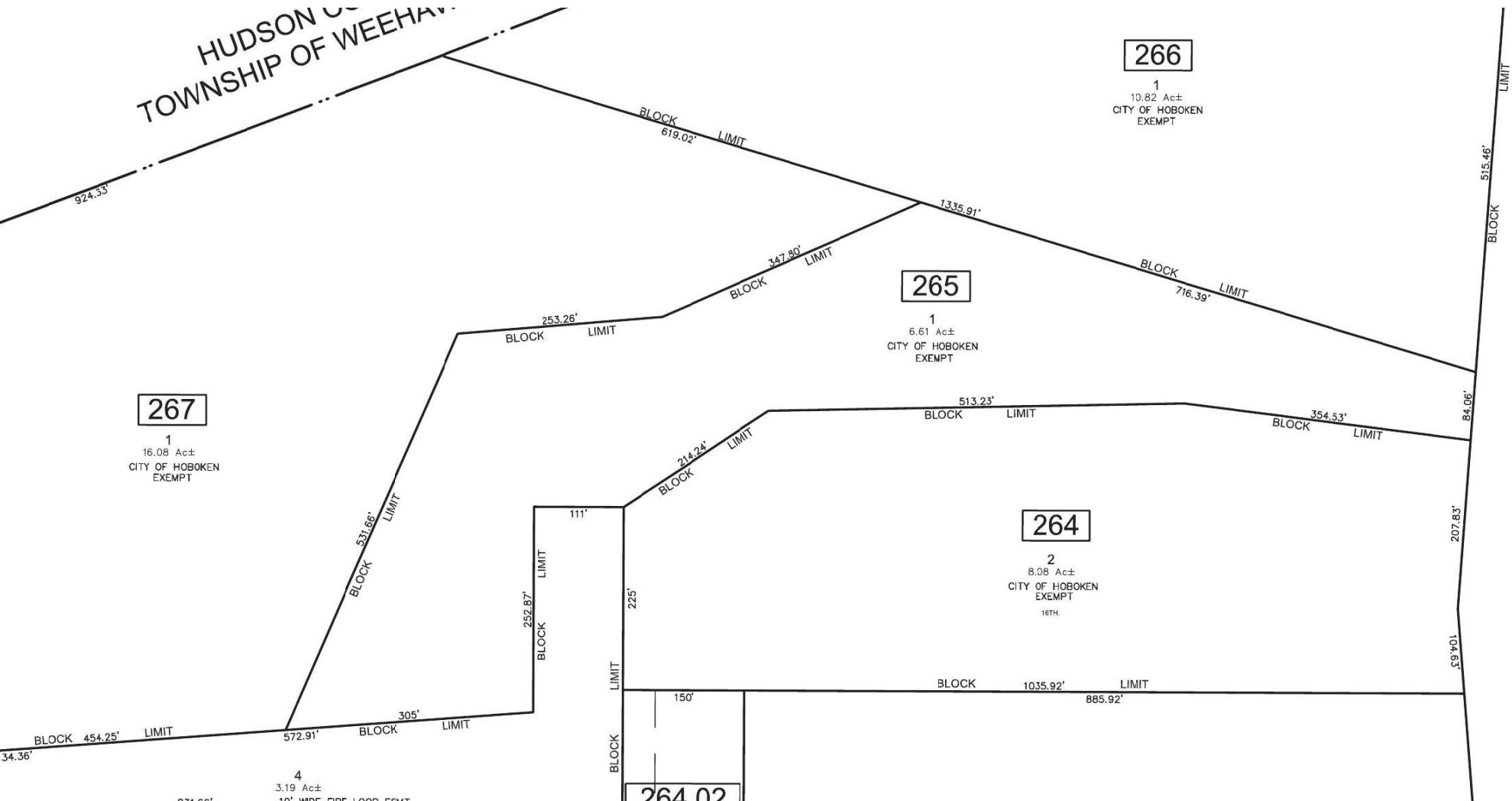
266

1
10.82 Ac±
CITY OF HOBOKEN
EXEMPT

264

2
8.08 Ac±
CITY OF HOBOKEN
EXEMPT
16TH.

264 02



RECORD AND RETURN TO:
Louis I. Karp, Esq.
Weiner Lesniak LLP
629 Parsippany Road
Parsippany, New Jersey 707054

Prepared by:

Andy S. Norin, Esq.

20110518010036530 1/11
05/18/2011 01:56:02 PM DEEDMUN
Bk: 8792 Pg: 21
Willie L. Flood
Hudson County, Register of Deeds
Receipt No. 569428

DEED OF DEDICATION

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

This Deed is made as of May 6, 2011 between:

HOBOKEN COVE, LLC a New Jersey limited liability company having an address c/o City Living by Toll Brothers, Inc., 1125 Hudson Street, Hoboken, New Jersey 07030, referred to herein as the "Grantor," and

THE CITY OF HOBOKEN, having an address at Newark and Washington Streets, Hoboken, New Jersey 07030, referred to herein as the "Grantee."

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (the "Property") described below to the Grantee. This transfer is made for the sum of ONE DOLLAR (\$1.00).

Tax Map Reference. (N.J.S.A. 46:15-1.1) City of Hoboken, County of Hudson; a portion of Block 269.4, Lot 1.

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

SEE **EXHIBIT A** ANNEXED HERETO AND MADE A PART HEREOF.

Promises by Grantor. The Grantor promises that, except for (i) easements, covenants, restrictions, and other matters of record; (ii) such state of facts as would be disclosed by a survey or inspection of the Property; and (iii) any encumbrances created or requested in connection with the development approvals for the Property (collectively, the "Encumbrances"), the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that, except for the Encumbrances, the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Restrictive Covenants. By the acceptance and recording of this Deed, Grantee agrees that the Property shall, in perpetuity, be subject to the covenants attached hereto as **EXHIBIT B**, which covenants shall run with the land for the benefit of the property described on **EXHIBIT C** attached hereto (the "Benefited Property").

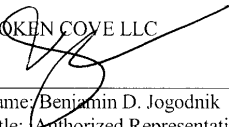
20110518010036530
5/18/2011 1:56:02 PM
Consideration: \$1.00
Exempt Code: Exempt
County: \$ 00 State: \$ 00
NJAHF \$ 00 PHPF: \$ 00
EAR \$ 00 General: \$ 00
Buyer's Fee: \$ 00
Total RTF: \$ 00

FP01/6465/18.2

\$ 8.00 + 3.00 H.T.F. M.C.

Signatures. This Deed is executed by Grantor as of the date at the top of the first page.

HOBOKEN COVE LLC

By: 

Name/ Benjamin D. Jogodnik

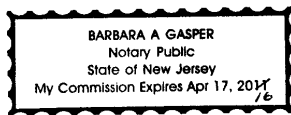
Title: Authorized Representative

STATE OF NEW JERSEY)
COUNTY OF *Middlesex*) SS.:

Be it remembered that on this *5* day of *May*, 2011, Benjamin D. Jogodnik personally appeared before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person executed the attached document as the authorized representative of HOBOKEN COVE 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 rights evidenced by this Agreement, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c) is \$1.00.

Barbara A Gasper
Notary Public/Attorney at Law of the
State of New Jersey



A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

EXHIBIT A
THE PROPERTY

All that tract or parcel of land and premises, situated, lying and being in the City of Hoboken, County of Hudson, State of New Jersey, and being more particularly described as follows:

A portion of that certain lot designated as Block 269.4, Lot 1 on a subdivision map entitled, "Final Plat – 2 Block 126, Lot 5 & 6; Block 255 Lot 4.1, 4.2, 6.1 7 & 8; Block 264, Lot 3.1; Block 268.1, Lot 1, 2, 3 & 4; Block 269.2, Lot 1; Block 269.3, Lot 1; Block 269.4, Lot 1; Block 269.5, Lot 1 City of Hoboken Hudson County New Jersey Major", prepared by Paulus Sokolowski and Sartor LLC, dated September 6, 2000, revised through June 21, 2004, and filed on August 11, 2004 with the office of the Hudson County Register as Plat No. 3972.

A metes and bounds description is attached hereto and made a part hereof.

Exhibit A

Being within a portion of Lot 1, Block 269.4. Said Lot and Block numbers as shown on a map entitled "Hoboken Cove, Final Plat - 2, Block 126, Lots 5 & 6, Block 255, Lots 4.1, 4.2, 6.1, 7 & 8, Block 264, Lot 3.1, Block 268.1, Lots 1, 2, 3 & 4, Block 269.2, Lot 1, Block 269.3, Lot 1, Block 269.4, Lot 1, Block 269.5, Lot 1, City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski & Sartor, LLC, and filed in the Hudson County Register's Office on August 11, 2005 as Filed Map No. 3972.

Portion of Lot 1, Block 269.4, being more particularly described as follows:

BEGINNING at a point along the Easterly line of Park Avenue, (65' R.O.W.). Said point being North 12 degrees 33 minutes 43 seconds East, a distance of 196.62 feet measured along the said Easterly line of Park Avenue from a point formed by the intersection of the said Easterly line of Park Avenue with the Northerly line of 15th Street. (variable width); thence running

1. North 12 degrees 33 minutes 43 seconds East, a distance of 610.90 feet along the said Easterly line of Park Avenue to a point in the Municipal line between the Township of Weehawken and the City of Hoboken; thence;
2. North 87 degrees 52 minutes 31 seconds East, a distance of 103.38 feet along the said Municipal line to a point in the same; thence;
3. South 12 degrees 33 minutes 43 seconds West, a distance of 637.11 feet to a point; thence;
4. North 77 degrees 26 minutes 17 seconds West, a distance of 100.00 feet to the point and place of **BEGINNING**.

Containing: 62,400 Square Feet = 1.43 acres

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

EXHIBIT B
RESTRICTIVE COVENANTS

Grantee shall comply with all terms of that certain Developer's Agreement between Grantor's predecessor, BDLJ Associates, L.L.C., and Grantee dated July 14, 2004 (the "Developer's Agreement") and shall, without limitation as to the foregoing, promptly and diligently construct the public park improvements required by the Developer's Agreement.

The Property shall, at all times, be in compliance with the terms of any Green Acres Grant received by Grantee, and shall, in perpetuity, be used and operated by Grantee only as a public park (the "Park") for the purposes of providing (a) public pedestrian access to the Weehawken Cove waterfront, (b) passive recreation opportunities for the public, including strolling, jogging and gathering, and (c) active recreation opportunities for the public in designated areas; provided, however, that Grantee may close the Park situated on the Property for limited periods as necessary to perform any repairs or maintenance. Grantee agrees that it shall maintain the Property in a manner consistent with (i) the use thereof as a public park, and (ii) the quality and standards of maintenance implemented by Grantor, its successors and/or assigns, on the portions of the Benefited Property developed for residential or open space use. If, at any time, Grantee fails to maintain the Property pursuant to the terms of the preceding sentence, then Grantor, its successors and/or assigns, shall have the right to maintain the Property on Grantee's behalf, at Grantee's sole cost and expense; provided that Grantor, its successors and/or assigns, first provides written notice to Grantee of Grantee's failure to maintain the Property, and Grantee does not remedy such failure within thirty (30) days of such notice. Public access to the Property shall be regulated by the Grantee in accordance with the rules and regulations set forth below (the "Regulations"), which Regulations may be amended from time to time by Grantee, subject to the approval of Grantor, its successors and/or assigns, which such approval shall not be unreasonably withheld or delayed. The use of the Property shall be subject to all applicable ordinances of the City of Hoboken, including, without limitation, Hoboken City Code, Sections 58-18 through 58-23, and Hoboken City Code, Section 89-5; and all applicable laws of the State of New Jersey.

Grantee agrees and acknowledges that (I) its above covenant to use the Property only as a public park is a material inducement to Grantor's conveyance of the Property to Grantee, (II) the use of the Property as a public park is an integral element of the development of the Benefited Property, and (III) Grantor, its successors and/or assigns, shall have available to it all rights at law and equity in the event of a breach of this covenant, including without limitation, the rights to obtain specific performance of this covenant and damages.

RULES AND REGULATIONS

1. INJURY TO PROPERTY

No person shall mark, deface, tamper or remove any benches, seating, fountain, railing, pavings, signs or other property within the Property. No person

shall climb any monument, tree, fountain, railing, fence or any other property not customarily used for such purpose.

2. DAMAGE TO VEGETATION

No person shall cut, carve, transplant or remove any tree or other vegetation, dig or otherwise disturb grass areas or in any other way injure or impair the natural beauty of the Property.

3. REFUSE

All refuse and trash shall be placed in trash and recycling receptacles. No person shall bring in or deposit any bottles, broken glass, paper boxes or any other refuse or trash.

4. USE OF BICYCLES AND SKATES

Bicycles, foot scooters, skateboards, in-line skates, carts or sleds shall be used in a careful and cautious manner and with due regard for other park users.

5. PETS

Pets shall be under the control of their owners at all times. Any feces deposited by a visitor's pet shall be removed and wrapped in plastic and placed in trash receptacles.

6. ALCOHOLIC BEVERAGES

No person shall bring alcoholic beverages onto the Property, nor shall any person drink alcoholic beverages or be under the influence of alcoholic beverages at any time while within the Property.

7. FIRECRACKERS

No person shall bring in or set off any firecracker or other explosive or throw them into or over the Property.

8. USE OF SEATING

No person shall sleep within the Property or protractedly lounge on the seats or benches located within the Property.

9. DISORDERLY CONDUCT

No person shall engage in loud, boisterous, threatening or abusive language, engage in any disorderly conduct or disturb or interfere unreasonably with any other person's use of the Property. No person shall engage in any conduct within the Property, which is prohibited in public parks.

10. MUSIC

No person shall play radios or loud music at any time within the Property.

11. MERCHANDISING

No person shall offer any article or thing for sale or station or place any stand or cart within the Property or on the sidewalk or streets adjacent to the Property without first obtaining any necessary permits from the City of Hoboken.

12. SIGNS

No person shall post placards or advertisements anywhere within the Property or on the sidewalks or streets adjacent to the Property without first obtaining any necessary permits from the City of Hoboken.

13. HOURS OF OPERATION

The Property shall be open daily from 6:00 a.m. through 10:00 p.m., except that during the period commencing the first day of June and ending the 30th day of September, the Property shall be open daily from 6:00 a.m. through 11:00 p.m. Without limitation with regard to the foregoing, there shall be no lighted court play, or any other recreational activity, on the Property after dusk. Persons may traverse the Property after hours as a normal means of access to and from adjoining buildings.

EXHIBIT C
THE BENEFITED PROPERTY

All that tract or parcel of land and premises, situated, lying and being in the City of Hoboken, County of Hudson, State of New Jersey, and being more particularly described as follows:

Those lots designated as Block 255, New Lot 4.03; Block 269.2, Lot 1; Block 269.3, Lot 1; Block 264, Lot 3.1; and Block 268.1, Lots 1, 2, 3 and 4 on a subdivision map entitled, "Final Plat – 2 Block 126, Lot 5 & 6; Block 255 Lot 4.1, 4.2, 6.1 & 8; Block 264, Lot 3.1; Block 268.1, Lot 1, 2, 3 & 4; Block 269.2, Lot 1; Block 269.3, Lot 1; Block 269.4, Lot 1; Block 269.5, Lot 1 City of Hoboken Hudson County New Jersey Major", prepared by Paulus Sokolowski and Sartor LLC, dated September 6, 2000, revised through June 21, 2004, and filed on August 11, 2004 with the office of the Hudson County Register as Plat No. 3972.

FP01/6465118.2

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.
STATE OF NEW JERSEY

COUNTY	<u>Hudson</u>	SS. County Municipal Code	905	FOR RECORDER'S USE ONLY
MUNICIPALITY OF PROPERTY LOCATION	<u>Hoboken</u>	Consideration	\$	<u>3/18/11</u>
		RTF paid by seller	\$	<u>742</u>
		Date	<u>3/18/11</u>	By

*Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent, Benjamin D. Jogodnik, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Corporate Officer in a deed dated _____ transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) real property identified as Block number portion of 269.4 Lot number 1 located at Park Avenue, Hoboken and annexed thereto.

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s): Mere reference to exemption symbol is insufficient. Explain in detail.

(a) consideration is less than \$100.00

(b) by or to the United States of America, this State, or any instrumentality, agency or subdivision

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

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. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. (Instruction #9 on reverse side for A or B)
- B. BLIND PERSON Grantor(s) ☐ legally blind or; *
- DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
- ☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
- ☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
- ☐ No contributions to capital by either grantor or grantee legal entity.
- ☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 5 day of MAY, 2011

Signature of Deponent [Signature] Hoboken Cove LLC
Grantor Name
1125 Hudson Street Hoboken
Deponent Address
1125 Hudson Street Hoboken 07030
Grantor Address at Time of Sale

XXX-XXX-7 5 1
Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	County <u>Hudson</u>
Deed Number	Book <u>742</u>
Deed Dated	Date Recorded <u>3/18/11</u>

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 261
TRENTON, NJ 08646-0261

ATTENTION: REALTY TRANSFER FEE UNIT
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/lp/localtax.shtml

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Hoboken Cove LLC

Current Resident Address:

Street: c/o City Living by Toll Brothers, Inc. 1125 Hudson Street

City, Town, Post Office

FILED
20110510010036530
05/18/2011 01:56:02 PM
DEEDMUN
NUMBER OF PAGES : 11
LARMONE

State

Zip Code

Hoboken

NJ

07030

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

269.4

portion of Lot 1

Street Address:

Park Avenue, Hoboken

City, Town, Post Office

State

Zip Code

Hoboken

NJ

07030

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$1.00

May 6, 2011

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☒ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
- ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☒ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact