

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

File No. Ord. 23-104  
Agenda No. 3.7 (1st Reading)  
Agenda No. 4.9 (2nd Reading and Final Passage)



**AN ORDINANCE BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING THE DEDICATION OF CERTAIN ROADWAYS, SIDEWALKS, AND UTILITIES LOCATED ON A PORTION OF REGENT STREET BETWEEN RIVER STREET AND DOUGLAS AND ARTHUR SKINNER MEMORIAL DRIVE, A PORTION OF THE SOUTHERLY END OF RIVER STREET, AND A PORTION OF REGENT STREET BETWEEN LIBERTY VIEW DRIVE AND RIVER STREET IN THE LIBERTY HARBOR NORTH REDEVELOPMENT AREA.**

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

**WHEREAS**, Grand & Jersey, LLC (“G&J”) is a limited liability company having its principal office at 345 Tenth Street, Jersey City, New Jersey 07302; and

**WHEREAS**, G&J is the owner of certain land in the City of Jersey City, County of Hudson, and State of New Jersey, identified on the Tax Maps of the City of Jersey City as a portion of Lot 83 in Block 15801, and Lots 82 and 84 in Block 15801 commonly known as that portion of Regent Street situated between Douglas Skinner Memorial Drive and Liberty View Drive (the “Land”); and

**WHEREAS**, pursuant to approvals granted by the Planning Board of the City of Jersey City (“Planning Board”), G&J’s affiliate, 88 Regent Street, LLC (“88 Regent”), has constructed anew thirty-two (32) story building plus a cupola on the corner of Douglas Skinner Memorial Drive and Regent Street on property known as 88 Regent Street and identified on the Official Tax Map of the City of Jersey City as Block 14002, Lots 1.02 and 1.06 (the “Project”) as last approved under Planning Board Case No. P20-154; and

**WHEREAS**, pursuant to the approvals granted to the Project, 88 Regent Street was required to construct certain roadways, sidewalks and utility improvements (“Roadway Improvements”) within the property; and

**WHEREAS**, the property, the Roadway Improvements, and the Project are located within the Liberty Harbor North Redevelopment Plan (the “Redevelopment Plan”); and

**WHEREAS**, pursuant to approvals and the Redevelopment Plan, G&J is required to dedicate the Roadway Improvements to the City of Jersey City (“City”); and

**WHEREAS**, 88 Regent completed the construction of the Project and the Roadway Improvements on the property; and


**WHEREAS**, the Roadway Improvements include the construction of improvements for access to the New Jersey Transit/21st Century Rail Corporation’s Jersey Avenue Light Rail Station (NJT Improvements); and


**WHEREAS**, the NJT Improvements require the approval of the New Department of Transportation (NJDOT); and

**WHEREAS**, the NJT Improvements have not yet been completed or approved by the NJDOT; and

**WHEREAS**, G&J desires to dedicate the Land and Roadway Improvements to the City as follows: 1) the Regent Street Right of Way between River Street and Douglas and Arthur Skinner Memorial Drive formerly known as

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Business Administrator

  
\_\_\_\_\_  
Corporation Counsel

**An Ordinance by the Municipal Council of the City of Jersey City accepting the dedication of certain roadways, sidewalks, and utilities located on a portion of Regent Street between River Street and Douglas and Arthur Skinner Memorial Drive, a portion of the southerly end of River Street, and a portion of Regent Street between Liberty View Drive and River Street in the Liberty Harbor North Redevelopment Area.**

Jersey Avenue; 2) the southerly end of the River Street Right of Way; and 3) the Regent Street Right of Way between Liberty View Drive and River Street; and

**WHEREAS**, the City is authorized pursuant to N.J.S.A. 40:67-1 and N.J.S.A. 40A:12-5 to accept the conveyance and dedication of lands and improvements for public purposes.

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

1. The lands, improvements and appurtenances thereon owned by Grand & Jersey, LLC and located within the Liberty Harbor North Redevelopment Area, outlined in green and shown on the survey attached as Exhibit “A” of the Dedication Agreement attached hereto and more particularly described as:
  - a) A portion of Block 15801, Lot 82, also known as the Regent Street between River Street and Douglas and Arthur Skinner Memorial Drive, as more particularly described in the metes and bounds description attached as Exhibit “B” of the Dedication Agreement attached hereto.
  - b) A portion of Block 15801, Lot 83, also known as the southerly end of River Street, as more particularly described in the metes and bounds description attached as Exhibit “C” of the Dedication Agreement attached hereto.
  - c) A portion of Block 15801, Lot 84, also known as Regent Street between Liberty View Drive and River Street, as more particularly described in the metes and bounds description attached as Exhibit “D” of the Dedication Agreement attached hereto.

Be and the same are hereby accepted and dedicated as public rights of way;

2. After the completion of the Roadway Improvements and approval of the Roadway Improvements by the Municipal Engineer and the approval of the NJT Improvements by the New Jersey Department of Transportation, the Mayor or the Business Administrator is hereby authorized:
  - (a) subject to review and approval by the City’s Corporation Counsel of title reports provided by Grand & Jersey, LLC, accept delivery of and record a deed of easement conveying the Roadway Improvements to the City;
  - (b) subject to review and approval by the Municipal Engineer, accept all easements described in paragraph 5 below; and
  - (c) subject to review and approval by the City’s Corporation Counsel, execute all documents necessary to accomplish the dedication of the aforementioned lands;

3. The acceptance of these dedications shall be subject to the following terms and conditions:

Upon delivery of a deed of easement to the City pursuant to the terms hereof, Grand and Jersey, LLC shall provide the City with a two (2) year maintenance bond for the Roadway Improvements. During the two (2) year period following the delivery of the deed of easement, Grand & Jersey, LLC shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of the Roadway Improvements or create a risk to public safety, upon receiving written notice of such deficiencies from the Municipal Engineer. At the end of the two (2) year period, the City shall be responsible for the maintenance of the Roadway Improvements, which are the subject of this dedication;

4. The City shall provide municipal services including water, sewer, fire and police protection, electricity, lighting, garbage collection, recycling, snow plowing, sewer cleaning and street sweeping to the dedicated lands, and enforce municipal and State traffic and parking laws;

5. This dedication shall be subject to all easements affecting the Property recorded in the office of the Hudson County Register for the benefit of public or private entities for the purpose of operating and maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines including cable television wires and poles, together with the right of ingress and egress at all times for such purposes and all other purposes in connection with or any way relating to an entity’s use or operation of water, sewer or utility lines;

6. All ordinances and parts of ordinances inconsistent herewith are hereby repealed;

**An Ordinance by the Municipal Council of the City of Jersey City accepting the dedication of certain roadways, sidewalks, and utilities located on a portion of Regent Street between River Street and Douglas and Arthur Skinner Memorial Drive, a portion of the southerly end of River Street, and a portion of Regent Street between Liberty View Drive and River Street in the Liberty Harbor North Redevelopment Area.**

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

An Ordinance by the Municipal Council of the City of Jersey City accepting the dedication of certain roadways, sidewalks, and utilities located on a portion of Regent Street between River Street and Douglas and Arthur Skinner Memorial Drive, a portion of the southerly end of River Street, and a portion of Regent Street between Liberty View Drive and River Street in the Liberty Harbor North Redevelopment Area.

RECORD OF COUNCIL VOTE ON INTRODUCTION – Oct 12 2023

RIDLEY	ABSENT	SALEH	AYE	DEGISE	AYE	8-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES	AYE	

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING – Nov 8 2023

RIDLEY	ABSENT	SALEH	AYE	DEGISE	AYE	8-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES.	AYE	

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY –

RIDLEY		SALEH		DEGISE		
PRINZ-AREY		SOLOMON		RIVERA		
BOGGIANO		GILMORE		WATTERMAN, PRES.		

RECORD OF FINAL COUNCIL VOTE – Nov 8 2023

RIDLEY	ABSENT	SALEH	AYE	DEGISE	AYE	8-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES.	AYE	

Adopted on first reading of the Council of Jersey City, N.J. on Oct 12 2023  
Adopted on second and final reading after hearing on Nov 8 2023

This is to certify that the foregoing Ordinance was adopted  
by the Municipal Council at its meeting on Nov 8 2023



City Clerk



Joyce E. Watterman, President of Council  
Approved: Nov 8 2023



Steven M. Fulop, Mayor  
Date to Mayor: Nov 9 2023  
Approved: Nov 9 2023

**An Ordinance by the Municipal Council of the City of Jersey City accepting the dedication of certain roadways, sidewalks, and utilities located on a portion of Regent Street between River Street and Douglas and Arthur Skinner Memorial Drive, a portion of the southerly end of River Street, and a portion of Regent Street between Liberty View Drive and River Street in the Liberty Harbor North Redevelopment Area.**

**FACT SHEET -**

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

**Project Manager**

Paul Russo, City Engineer		547-4561	PRusso@jcnj.org
Department	Department of Infrastructure		
Division	Division of Engineering		

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

Meeting	Regular Meeting of Municipal Council - Oct 12 2023
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**Purpose**

Ordinance to accept the dedication of certain roadways, sidewalks, and utilities on a portion of Regent Street between Douglas Skinner Memorial Drive, f/k/a Jersey Ave., and Liberty View Drive
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**Cost (Identify all sources and amounts)**

N/A
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**Contract term (include all)**

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**ATTACHMENTS:**

<a href="#">Ded. Agrmt FD</a>
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Approved by  
Paul Russo, City Engineer  
Barkha Patel, Director, Department of Infrastructure  
Ray Reddington, Attorney  
John Metro, Business Administrator

Status:  
Approved - Sep 20 2023  
Approved - Sep 26 2023  
Approved - Sep 26 2023  
Approved - Oct 04 2023

**LIBERTY HARBOR NORTH - ROADWAY AND MUNICIPAL UTILITIES  
DEDICATION AGREEMENT – PHASE I**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between **Grand & Jersey, L.L.C.**, a New Jersey limited liability company having an office at 345 Tenth Street, Jersey City, New Jersey 07302 ("**G&J**"), and the **CITY OF JERSEY CITY**, a public body corporate and politic existing under the laws of the State of New Jersey, having its offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 ("**City**"),

**W I T N E S S E T H:**

**WHEREAS**, G&J is the owner of certain constructed and improved roadways, sidewalks, curbs, utilities, water mains, pipe lines, storm sewers, sanitary sewers, pipes, drainage structures, conduits, manholes, landscaping, hardscape, fences, retaining walls, abutments, valves, street lighting equipment, traffic signal equipment, street signage, meters, gas and electric conduits, telephone and telecommunication conduits, sewer grates, stairs, railings, ramps, street furniture, other street hardware, and tangible improvements (collectively referred to as the "Roadway Improvements"), all located on, under, or in certain land in the City of Jersey City, County of Hudson, and State of New Jersey, identified on the Tax Maps of the City of Jersey City as a portion of Lot 83 in Block 15801, and Lots 82 and 84 in Block 15801 commonly known as that portion of Regent Street situated between Douglas Skinner Memorial Drive and Liberty View Drive as shown on the survey which is Exhibit A attached hereto and made a part hereof and as more particularly described by the metes and bound descriptions on **Exhibits B, C, and D** attached hereto and made a part hereof, ("collectively referred to as the "Land"); and

**WHEREAS**, pursuant to approvals granted by the Planning Board of the City of Jersey City ("Planning Board"), G&J's affiliate, 88 Regent Street, LLC ("88 Regent"), has constructed a

new thirty-two (32) story building plus a cupola on the corner of Jersey Avenue and Regent Street on property known as 88 Regent Street and identified on the Official Tax Map of the City of Jersey City as Block 14002, Lots 1.02 and 1.06 (the "Project") as last approved under Planning Board Case No. P20-154; and

**WHEREAS**, the Land, the Roadway Improvements, and the Project are located within the Liberty Harbor North Redevelopment Plan (the "Redevelopment Plan"); and

**WHEREAS**, pursuant to the approvals granted to the Project, as permitted by the Redevelopment Plan, 88 Regent constructed vestibules as part of the Project as shown on **Exhibit D** (the "Vestibules") on the land more particularly described on **Exhibits E and Exhibit F** attached hereto ((the "Vestibule Lands") (the Vestibules and the Vestibule Lands are collectively referred to herein as the "Vestibule Improvements")

**WHEREAS**, in anticipation of G&J's dedication of the Land and Roadway Improvements (which includes the Vestibule Lands) to the City, G&J will cause or has caused 88 Regent to file a petition with the City Clerk of the City for a franchise ordinance permitting 88 Regent to construct, maintain, repair, and replace the Vestibule Improvements within the public right of way (the "Franchise Petition") for the City's review and consideration following the execution of this Agreement and prior to date G&J delivers the Deed of Easement (as hereinafter defined) to the City; and

**WHEREAS**, in anticipation of G&J's dedication of the Land and Roadway Improvements (which includes the Vestibule Lands) to the City, upon the City's receipt of the Franchise Petition, the City will review and consider it following the execution of this Agreement and prior to the date G&J delivers the Deed of Easement (as hereinafter defined) to the City; and

**WHEREAS**, upon the City deeming the Franchise Petition complete the City will submit to the Municipal Council a franchise ordinance permitting 88 Regent to construct, maintain, repair, and replace the Vestibule Improvements within the public right of way with an effective date that

is one (1) day after the date that the City accepts the Deed of Easement from G&J (the "Franchise Ordinance"); and

**WHEREAS**, pursuant to the approvals granted to the Project, 88 Regent constructed, as part of the Roadway Improvements, a sidewalk, steps, utilities and associated improvements to create a public access from Regent Street to the NJ Transit Jersey Avenue Light Rail Station (the "NJT Improvements"); and

**WHEREAS**, pursuant to a Memorandum of Record dated September 30, 2021 a copy of which is attached hereto as **Exhibit G, the New Jersey Department of Transportation ("NJDOT")** has determined that the New Jersey Transit/21<sup>st</sup> Century Rail Corporation ("NJT") Improvements constructed by G&J must be demolished and replaced with new steps, a ramp, relocated utilities and associated improvements as described in and shown on the plan which is a part of **Exhibit G**; and

**WHEREAS**, G&J disputes that the NJT Improvements must be demolished, replaced, and re-built to the extent being required by NJT because such improvements have been designed and constructed in accordance with applicable federal and state law; therefore, G&J has declined to make the changes to the NJT Improvements set forth on **Exhibit G** and continues to seek NJDOT's approval of the as built NJT Improvements or an alternative plan for the NJT Improvements that is mutually acceptable to G&J and NJDOT, and NJT; and

**WHEREAS**, G&J, by this Agreement, offers to dedicate, convey, and transfer to the City, for the use and benefit of the public, a perpetual easement to use the Roadway Improvements together with the Land, subject to certain conditions expressed in this Agreement, including easements reserved by G&J, for itself, 88 Regent, other affiliates of G&J, and their successors and assigns for their non-exclusive use and enjoyment of the Roadway Improvements and Land, in the same manner as the general public; and

**WHEREAS**, G&J, by this Agreement, offers to dedicate, convey, and transfer to the City, for the use and benefit of the public, ownership of all of its right, title, and interest in and to, the Roadway Improvements, and all other tangible property located in, on, or under the Land that is necessary for the efficient operation of the Roadway Improvements; and

**WHEREAS**, the City by way of Ordinance No. \_\_\_\_ adopted on \_\_\_\_\_, 2023 has agreed to accept such dedication, subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of ten (\$10.00) dollars nominal consideration, the mutual promises made by each of the respective parties herein, and such other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree to the following terms, covenants and conditions.

1. Subject to the terms, conditions and covenants in this Agreement, G&J shall dedicate the Roadway Improvements, and the Land (which includes the Vestibule Lands) to the City shown on Exhibit A and described in **Exhibits B, C, and D**, subject to G&J's the delivery of a Deed of Easement conveying a perpetual easement to the City to use the Roadway Improvements and the Land as a public right of way. The effective date of this Agreement shall be the date that it is executed by City Officials.

2. Subject to the terms, conditions, and covenants in this Agreement, G&J reserves to itself, its affiliates, 88 Regent, and their successors and assigns a non-exclusive easement to use the Roadway Improvements and the Land in the same manner as the general public.

3. Subject to the terms, conditions and covenants in this Agreement, G&J shall dedicate to the City, for the use and benefit of the public, ownership of all of its right, title, and interest in and to the Roadway Improvements as shown on **Exhibit A**, and all other tangible property located in, on, or under the Land that is necessary for the efficient operation of the Roadway Improvements. Subject to the terms, conditions, and covenants in this Agreement, G&J shall cause or has caused 88 Regent to file with the City Clerk a petition for the Franchise

Ordinance for the Vestibule Improvements as shown on **Exhibit A** and as more particularly described on **Exhibit E** and **Exhibit F**. Subject to the terms, conditions, and covenants in this Agreement, upon the City deeming the Franchise Petition complete, the City will submit the Franchise Ordinance to the Municipal Council for adoption prior to the City's acceptance of a Deed of Easement from G&J..

4. The City shall accept a Deed of Easement for the Land and Roadway Improvements subject to G&J's obligations under Paragraph 12 hereof, and only after the conditions set forth in paragraphs 8 and 9 are satisfied.

5. Upon the City's acceptance of a Deed of Easement, subject to G&J's obligations set forth in Paragraph 12 hereof, the City shall operate, maintain, repair, and replace the Roadway Improvements at the sole cost and expense of the City. The operation, maintenance, repair, and replacement Roadway Improvements shall be at a minimum in conformance with the then existing design standards of the City.

6. Notwithstanding anything herein to the contrary, the City shall not be responsible for the operation, maintenance, repair, and replacement of that portion of any sewer and water pipeline constructed from a building located along Regent Street to the sewer main and to the water main connection located in the Roadway Improvements.

7. Upon the City's acceptance of a Deed of Easement, the City shall pay the full cost and expense of electricity, and other utilities, if any, required for public use of the Roadway Improvements including but not limited to all lighting installed therein in accordance with the approved plans for the Roadway Improvements. Upon the City's acceptance of a Deed of Easement, the City shall provide, at its sole cost and expense, for the removal of snow and ice from the Roadway Improvements up to the curb line but excluding the sidewalks. Upon the City's acceptance of a Deed of Easement, the City shall provide fire protection and police protection at

its sole cost and expense, and shall enforce all federal, State, and municipal traffic laws applicable to Roadway Improvements.

8. The City's acceptance of a Deed of Easement for the use of the Land and Roadway Improvements(which includes the Vestibule Lands) shall be conditioned upon the following:

(i) The completion by G&J of the Roadway Improvements in accordance with the requirements of an approved site plan applicable thereto;

(ii) An inspection by the Jersey City Engineering Division, which shall not be unreasonably delayed or withheld, confirming that the Roadway Improvements have been completed in accordance with the requirements of an approved site plan applicable thereto;

(iii) A title report provided by G&J indicating that there are no liens, easements, or other encumbrances encumbering the Land or the Roadway Improvements that would prevent or interfere with the City's operation, maintenance, repair, and replacement of the Roadway Improvements as a public right of way;

(iv) The delivery of a two (2) year maintenance bond by G&J in an amount determined by the Jersey City Engineering Division as prescribed by Section 345-75B(1) of the Jersey City Code (the "G&J Maintenance Bond");

(v) The delivery by G&J of a Deed of Easement conveying to the City a perpetual easement to use the Land as a public right of way, and conveying all of its right, title and interest in the Roadway Improvements, , and all other tangible property located in, on, or under the Land that is necessary for the efficient operation of the Roadway Improvements in the form attached hereto as **Exhibit H** (the "Deed of Easement ").

(vi) The completion by G&J of the NJT Improvements and the approval of the NJT Improvements by the NJDOT.

9. Any deficiencies in workmanship or design in the Roadway Improvements identified by the Jersey City Engineering Division during any inspections referenced in Section 8(ii) shall be remedied by G&J before G&J delivers the Deed of Easement to the City.

10. The City agrees to record the Deed of Easement in the Hudson County Register's Office within twenty (20) business days of the City's acceptance thereof. This obligation shall survive to delivery and acceptance of the Deed of Easement.

11. Subject to Section 8(iii) hereof, this Agreement, the dedication herein, and the Deed of Easement shall be subject to all existing easements, encumbrances and agreements that have been recorded in the Hudson County Register's Office prior the Effective Date of this Agreement. Upon City's acceptance of the Deed of Easement, the City shall assume all obligations under such existing easements, encumbrances and agreements.

12. Simultaneously with the conveyance of the Deed of Easement to the City, G&J shall provide the City with the G&J Maintenance Bond for the Roadway Improvements in an amount approved by the Jersey City Municipal Engineer and substantially in the form attached hereto as **Exhibit I**. During the two (2) year period after the conveyance of the Deed of Easement, G&J shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of the Roadway Improvements or create a risk to public safety following its receipt of a notice of such deficiencies from the Jersey City Municipal Engineer or the City. G&J shall correct all other deficiencies at the end of the two (2) year period. At the end of the two (2) year period, the City shall be obligated in perpetuity to operate, maintain, repair, and replace the Roadway Improvements at the sole cost and expense of the City.

13. If NJDOT does not accept the NJT Improvements as constructed by G&J, G&J will modify the NJT Improvements to comply with **Exhibit G** hereof including any supplements, amendments, revisions, or modifications thereof, or an alternative plan for the NJT Improvements that is mutually acceptable to G&J and NJDOT, and NJT.

14. This Agreement shall be binding upon the officers, agents, administrators, successors and assigns of the parties hereto.

15. The parties hereby agree that, subject to G&J's compliance with Section 8(i) through (vi) hereof, the Deed of Easement for the Land and Roadway Improvements (which includes the Vestibule Lands) will be delivered to the City on or about November 30, 2023. This is an estimated date for closing and the parties will fully cooperate so the closing can take place on or about on that date. G&J's delivery of a Deed of Easement shall be conditioned upon the prior adoption by the Municipal Council of the Franchise Ordinance that becomes effective the day after the City's acceptance of the Deed of Easement from G&J.. The parties will fully cooperate so the Franchise Ordinance can be finally adopted by the Municipal Council prior to the date that the City accepts the Deed of Easement from G&J.

16. The invalidity of any covenant, restriction, condition, limitation, exception, or other provision set forth in this Agreement, shall not impair or affect in any manner the validity, enforceability or effectiveness of the balance of this Agreement, and each covenant, restriction, condition, limitation or provision shall be enforceable to the greatest extent permitted by law.

17. The failure of any party to this Agreement to enforce any easement, covenant, restriction, condition, limitation, exception, or provision created by this Agreement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party subject to this Agreement must be duly made in writing in order to be considered a waiver of any other provision unless specifically made in writing as aforementioned.

18. This Agreement may be amended or modified, in whole or in part, only by written instrument, executed by all parties hereto.

19. All notices, demands, requests or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been properly given or sent:

(a) if personally served upon each of the parties and any other party subject to this Agreement; or

(b) if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows:

- (1) Grand & Jersey, L.L.C.  
345 Tenth Street  
Jersey City, New Jersey 07302  
Attn: Peter Mocco

with a copy of each notice sent to:

James C. McCann, Esq.  
Connell Foley, LLP  
Harborside 5  
185 Hudson Street, Suite 2510  
Jersey City, New Jersey 07311

- (2) City of Jersey City  
Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302  
Attn: Sean Gallagher, City Clerk

with a copy of each notice sent to:

Corporation Counsel of the  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302

20. This Agreement shall be construed and governed by the laws of the State of New Jersey without giving effect to the principles of conflicts of laws.

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**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of the day and year first above written.

**WITNESS:**

**Grand & Jersey, L.L.C.**  
**a New Jersey limited liability company**

**By:** \_\_\_\_\_

**Name: Peter Mocco**  
**Title: Managing Member**

\_\_\_\_\_  
**WITNESS:**

**CITY OF JERSEY CITY**

**By:** \_\_\_\_\_

**Name:**  
**Title: Business Administrator**

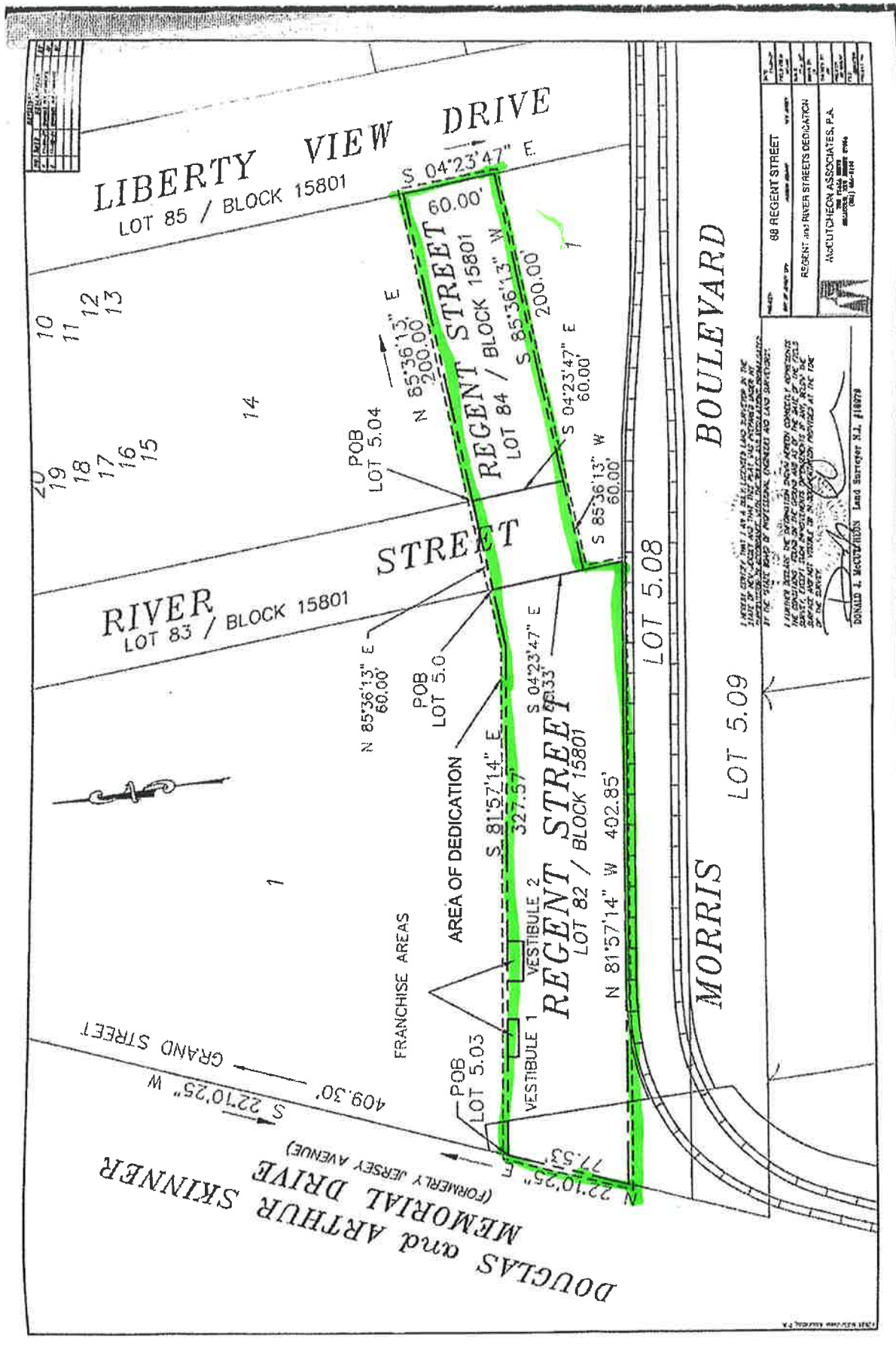
Approved as to Legal Form:

\_\_\_\_\_  
**RAYMOND P. REDDINGTON**  
**ASSISTANT CORPORATION COUNSEL**

## **LIST OF EXHIBITS TO DEDICATION AGREEMENT**

- Exhibit A - Survey of Regent Street between Liberty View Dr. and Skinner Memorial Dr.
- Exhibit B - Metes and Bounds description of Lot 82 in Block 15801
- Exhibit C - Metes and Bounds description of Lot 83 in Block 15801
- Exhibit D - Metes and Bounds description of Lot 84 in Block 15801
- Exhibit E - Metes and Bounds description of Vestibule 1 Franchise Area
- Exhibit F - Metes and Bounds description of Vestibule 2 Franchise Area
- Exhibit G - Memorandum of Record
- Exhibit H - Form of Deed of Easement
- Exhibit I - Form of Maintenance Bond

# **EXHIBIT A**



# **EXHIBIT B**

November 5, 2021

**METES AND BOUNDS DESCRIPTION**  
**REGENT STREET LOT 82 BLOCK 15801 DEDICATION**


ALL THAT CERTAIN TRACT, LOT, PARCEL OF LAND LYING, SITUATE AND BEING IN THE CITY OF JERSEY CITY, COUNTY OF HUDSON, STATE OF NEW JERSEY AS DEPICTED ON A MAP ENTITLED, "PRELIMINARY AND FINAL MAJOR SUBDIVISION, LIBERTY HARBOR NORTH AS PREPARED BY THE FARALDI GROUP AND DATED JUNE 7, 2005 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY SIDELINE OF DOUGLAS and ARTHUR SKINNER MEMORIAL DRIVE (80 FT. R.O.W. FORMERLY JERSEY AVENUE), DISTANT 409.30 FEET SOUTHERLY; FROM A POINT FORMED BY THE INTERSECTION OF SAID EASTERLY SIDELINE AND THE SOUTHERLY SIDELINE OF GRAND STREET (80 FT. R.O.W.); RUNNING THENCE

- 1) SOUTH 81 DEGREES 57 MINUTES 14 SECONDS EAST, A DISTANCE OF 327.57 FEET; THENCE
- 2) NORTH 85 DEGREES 36 MINUTES 13 SECONDS EAST, A DISTANCE OF 38.88 FEET TO A POINT IN THE WESTERLY SIDELINE OF RIVER STREET (60 FT. R.O.W.); THENCE
- 3) ALONG SAID WESTERLY SIDELINE, SOUTH 04 DEGREES 23 MINUTES 47 SECONDS EAST, A DISTANCE OF 85.33 FEET TO A POINT IN THE NORTHERLY LINE OF THE HUDSON - BERGEN LIGHT RAIL TRANSIT SYSTEM; THENCE
- 4) ALONG SAID NORTHERLY LINE, NORTH 81 DEGREES 59 MINUTES 15 SECONDS WEST, A DISTANCE OF 402.85 FEET TO A POINT IN THE AFOREMENTIONED EASTERLY SIDELINE OF DOUGLAS and ARTHUR SKINNER MEMORIAL DRIVE, THENCE
- 5) ALONG SAID EASTERLY SIDELINE, NORTH 22 DEGREES 10 MINUTES 25 SECONDS EAST, A DISTANCE OF 77.53 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 29,077.61 SQUARE FEET OR 0.668 ACRES

PREPARED BY:

  
D.J. McCUTCHEON, JR. PLS AIA  
NJ LIC. NO. GS43219

# **EXHIBIT C**

November 5, 2021

**METES AND BOUNDS DESCRIPTION**  
**PORTION OF RIVER STREET LOT 83 BLOCK 15801**


ALL THAT CERTAIN TRACT, LOT, PARCEL OF LAND LYING, SITUATE AND BEING IN THE CITY OF JERSEY CITY, COUNTY OF HUDSON, STATE OF NEW JERSEY AS DEPICTED ON A MAP ENTITLED, "PRELIMINARY AND FINAL MAJOR SUBDIVISION, LIBERTY HARBOR NORTH AS PREPARED BY THE FARALDI GROUP AND DATED JUNE 7, 2005 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY SIDELINE OF RIVER STREET (60 FT. R.O.W.), DISTANT 397.73 FEET SOUTHERLY FROM A POINT FORMED BY THE INTERSECTION OF SAID WESTERLY SIDELINE AND THE SOUTHERLY SIDELINE OF GRAND STREET (80 FT. R.O.W.); RUNNING THENCE

- 1) NORTH 85 DEGREES 36 MINUTES 13 SECONDS EAST, A DISTANCE OF 60.00 FEET; THENCE
- 2) SOUTH 04 DEGREES 23 MINUTES 47 SECONDS EAST, A DISTANCE OF 60.00 FEET; THENCE
- 3) SOUTH 85 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT IN THE AFOREMENTIONED WESTERLY SIDELINE OF RIVER STREET; THENCE
- 4) NORTH 04 DEGREES 23 MINUTES 47 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN AREA OF 3,600.00 SQUARE FEET OR 0.083 ACRES

PREPARED BY,



D.J. McCUTCHEON, JR. PLS AIA  
NJ LIC. NO. GS43219

# **EXHIBIT D**

November 5, 2021

**METES AND BOUNDS DESCRIPTION**  
**REGENT STREET LOT 84 BLOCK 15801 DEDICATION**

ALL THAT CERTAIN TRACT, LOT, PARCEL OF LAND LYING, SITUATE AND BEING IN THE CITY OF JERSEY CITY, COUNTY OF HUDSON, STATE OF NEW JERSEY AS DEPICTED ON A MAP ENTITLED, "PRELIMINARY AND FINAL MAJOR SUBDIVISION, LIBERTY HARBOR NORTH AS PREPARED BY THE FARALDI GROUP AND DATED JUNE 7, 2005 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY SIDELINE OF RIVER STREET (60 FT. R.O.W.) DISTANT 384.43 FEET SOUTHERLY FROM A POINT FORMED BY THE INTERSECTION OF SAID EASTERLY LINE AND THE SOUTHERLY SIDELINE OF GRAND STREET (80 FT. R.O.W.); RUNNING THENCE

- 1) NORTH 85 DEGREES 36 MINUTES 13 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A POINT IN THE WESTERLY SIDELINE OF LIBERTY VIEW DRIVE; THENCE
- 2) ALONG SAID WESTERLY SIDELINE, SOUTH 04 DEGREES 23 MINUTES 47 SECONDS, A DISTANCE OF 60.00 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 1 IN BLOCK 60.11; THENCE
- 3) ALONG SAID NORTHERLY LINE, SOUTH 85 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 200.00 FEET TO A POINT IN THE AFOREMENTIONED EASTERLY SIDELINE OF RIVER STREET; THENCE
- 4) ALONG SAID EASTERLY SIDELINE, NORTH 04 DEGREES 23 MINUTES 47 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 12,000.00 SQUARE FEET OR 0.276 ACRES

PREPARED BY,

  
D.J. MCCUTCHEON, JR. PLS AIA  
NJ LIC. NO. GS43219

# **EXHIBIT E**

November 5, 2021

**METES AND BOUNDS DESCRIPTION**  
**FRANCHISE AREA LOT 82 BLOCK 15801 - VESTIBULE 1**

ALL THAT CERTAIN TRACT, LOT, PARCEL OF LAND LYING, SITUATE AND BEING IN THE CITY OF JERSEY CITY, COUNTY OF HUDSON, STATE OF NEW JERSEY AS DEPICTED ON A MAP ENTITLED, "PRELIMINARY AND FINAL MAJOR SUBDIVISION, LIBERTY HARBOR NORTH AS PREPARED BY THE FARALDI GROUP AND DATED JUNE 7, 2005 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EASTERLY SIDELINE OF DOUGLAS and ARTHUR SKINNER MEMORIAL DRIVE (80 FT. R.O.W.-FORMERLY JERSEY AVENUE), DISTANT 409.30 FEET SOUTHERLY FROM A POINT FORMED BY THE INTERSECTION OF SAID EASTERLY SIDELINE AND THE SOUTHERLY SIDELINE OF GRAND STREET (80 FT. R.O.W.); RUNNING THENCE

- a) SOUTH 81 DEGREES 57 MINUTES 14 SECONDS EAST, A DISTANCE OF 61.47 FEET TO THE POINT AND PLACE OF BEGINNING; RUNNING THENCE
  - 1. SOUTH 08 DEGREES 05 MINUTES 59 SECONDS WEST, A DISTANCE OF 7.10 FEET; THENCE
  - 2. SOUTH 81 DEGREES 57 MINUTES 14 SECONDS EAST, A DISTANCE OF 23.74 FEET; THENCE
  - 3. NORTH 08 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 7.10 FEET; THENCE
  - 4. NORTH 81 DEGREES 57 MINUTES 14 SECONDS WEST, A DISTANCE OF 23.74 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN AREA OF 168.55 SQUARE FEET OR 0.004 ACRES

PREPARED BY,



D.J. McLUTCHEON, JR. PLS AIA  
NJ LIC. NO. GS43219

# **EXHIBIT F**

November 5, 2021

**METES AND BOUNDS DESCRIPTION**  
**FRANCHISE AREA LOT 82 BLOCK 15801 - VESTIBULE 2**


ALL THAT CERTAIN TRACT, LOT, PARCEL OF LAND LYING, SITUATE AND BEING IN THE CITY OF JERSEY CITY, COUNTY OF HUDSON, STATE OF NEW JERSEY AS DEPICTED ON A MAP ENTITLED, "PRELIMINARY AND FINAL MAJOR SUBDIVISION, LIBERTY HARBOR NORTH AS PREPARED BY THE FARALDI GROUP AND DATED JUNE 7, 2005 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EASTERLY SIDELINE OF DOUGLAS and ARTHUR SKINNER MEMORIAL DRIVE(80 FT. R.O.W.-FORMERLY JERSEY AVENUE), DISTANT 409.30 FEET SOUTHERLY FROM A POINT FORMED BY THE INTERSECTION OF SAID EASTERLY SIDELINE AND THE SOUTHERLY SIDELINE OF GRAND STREET (80 FT. R.O.W.); RUNNING THENCE

- a) SOUTH 81 DEGREES 57 MINUTES 14 SECONDS EAST, A DISTANCE OF 109.24 FEET TO THE POINT AND PLACE OF BEGINNING; RUNNING THENCE
  - 1) SOUTH 08 DEGREES 05 MINUTES 59 SECONDS WEST, A DISTANCE OF 10.25 FEET; THENCE
  - 2) SOUTH 81 DEGREES 57 MINUTES 14 SECONDS EAST, A DISTANCE OF 25.40 FEET; THENCE
  - 3) NORTH 08 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 10.25 FEET; THENCE
  - 4) NORTH 81 DEGREES 57 MINUTES 14 SECONDS WEST, A DISTANCE OF 25.40 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN AREA OF 260.35 SQUARE FEET OR 0.006 ACRES

PREPARED BY,

  
D.J. McCUTCHEON, JR. PLS AIA  
NJ LIC. NO.-GS43219

# EXHIBIT G



Trenton, New Jersey 08625-0600

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**MOR Jersey Avenue Station Pedestrian Crossing – City of Jersey City, Hudson County**  
**Docket No. DOT 42-2021P**  
**Page 2 of 6**

**21<sup>st</sup> CENTURY RAIL (TFCRC)**

Patrick Harrison

Chief Engineer - TFCRC

**CITY OF JERSEY CITY / LIBERTY HARBOR (PETITIONER)**

Jeff Zak

Andrew Vischio

Drew Banghart

Brian Murray

Jennifer Cato

Jasie Chioi

Liberty Harbor

Director of Traffic and Transportation

Supervising Engineer

Grand Street Construction – Construction Manager

Assistant Traffic Engineer

Sam Schwartz Consulting

The Diagnostic Team, consisting of those in attendance, reviewed the site at the Pedestrian At-Grade Crossing located at the NJTRANSIT Jersey Avenue Station. The review consisted of examining the existing conditions, the proposed new changes to the area, and determining the necessary upgrades to notify and alert pedestrians, bicycles, strollers, and small children approaching the Jersey Avenue Station Light-Rail Pedestrian Crossing.

**\*For our discussion, the NJTRANSIT Light-Rail track is oriented in the east/west direction while the Jersey Avenue Station Pedestrian Crossing is oriented in the north/south direction. Quadrants are relative to the respective proposed light-rail at-grade crossing.**

**DIAGNOSTIC TEAM FINDINGS:**

1. The track is owned by NJ Transit and is known as the Hudson-Bergen Light Rail Transit System (HBLRTS). The track is operated and maintained by 21<sup>st</sup> Century Rail, Hudson-Bergen Light Rail Project.
2. The subject light-rail crossing consists of two (2) tracks. The tracks are considered to travel in an east/west direction, and they intersect the Pedestrian Crossing at the Jersey Avenue Station at a right angle (taken from the centerline of the travel way). Twenty-five feet (25') from the Pedestrian Crossing, on the west side, the track curves towards the southwest. The curvature of the Hudson-Bergen Light-Rail Line restricts sight distance for the prudent pedestrians.
3. The light-rail pedestrian crossing surface consists of rubber panels with concrete approaches. The crossing surface is in satisfactory condition.
4. Train movements at the Jersey Avenue Station Pedestrian Light-Rail Crossing with NJ Transit's Hudson-Bergen Light-Rail (HBLR) are approximately four hundred plus (400+) trains a day, up and back, between the hours of 4:30 AM and 2:30 AM (running approximately 22 hours each day), with up to two (2) cars, at a design speed of twenty-five (25) MPH. Currently, the max speed allowed by NJ Transit is fifteen (15) MPH. During the am and pm-rush hour commute, an average of one (1) train every three (3) minutes travels through the NJ TRANSIT Jersey Avenue Station Light-Rail Pedestrian Crossing.
5. The NJ Transit Jersey Avenue Station Pedestrian Light-Rail Crossing is in an urban setting with clear sight distance on each approach to the Station Platform. The Hudson-Bergen Light-Rail Track travels along a curved section of track, west of the Pedestrian Crossing (towards Jersey Avenue) and along a straight section of track east of the Pedestrian Crossing.
6. No railroad crossbuck signs (R15-1) or railroad flashing light signals exist at the Jersey Avenue Light-Rail Pedestrian Crossing.

# **EXHIBIT H**

Prepared by: (Print signer's name below signature)

Raymond Reddington, Attorney at Law of New Jersey

## Deed of Easement

This Deed of Easement is made on \_\_\_\_\_, 2023,

**BETWEEN**

**GRAND & JERSEY, L.L.C.,**

A limited liability company of the State of New Jersey whose address is 345 Tenth Street, Jersey City, New Jersey referred to as the Grantor.

**AND**

**CITY OF JERSEY CITY**

a municipal corporation of the State of New Jersey whose address is City Hall, 280 Grove Street, Jersey City, New Jersey 07302 referred to as the Grantee.

### RECITALS

**WHEREAS**, Grantor is the owner of certain land and premises located in the City of Jersey City, County of Hudson and State of New Jersey identified below as the Property; and

**WHEREAS**, Grantor is desirous of dedicating an easement over the Property to the Grantee for the Grantee's use and operation of the Property as a public street and right-of-way; and

**WHEREAS**, the Grantee adopted Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2023 authorizing the acceptance of the Property for dedication and the execution of a Dedication Agreement by and between Grantor and Grantee; and

**WHEREAS**, on \_\_\_\_\_, 2023, Grantor and Grantee entered into a Dedication Agreement for the Property (the "Dedication Agreement"); and

**WHEREAS**, the Grantor now seeks to convey the easement described below to the Grantee; and

**WHEREAS**, the Grantee now seeks to accept the easement described below from the Grantor; and

**NOW THEREFORE, WITNESSETH:**

**Grant of Easement.** The Grantor grants and conveys a perpetual easement over the Property to the Grantee for the Grantee's use and operation of the Property as a public street and right-of-way in accordance with the provisions of the Dedication Agreement so long as same shall be used, maintained and operated by the Grantee as a public street and right-of-way. By its acceptance of this Deed, the Grantee, for itself, its successors and assigns, covenants that it shall operate the Property in accordance with the Dedication Agreement and will never erect upon, below, or about the said Property or any part thereof, any building or other structure except such street signs, traffic signs, traffic signals and controllers, street lighting facilities, tree pits, landscaping, fire hydrants and/or utilities including, but not limited to, water lines, sanitary sewer lines, storm sewer lines, electric lines, natural gas lines, fiber optic cable, cable and telecommunications lines, as may be necessary in connection with the use of the Property as a public street and right of way. The foregoing covenant shall run with the land and shall be deemed to be for the benefit of the Grantor, its successors and assigns and the Grantor, its successors and assigns may institute any proceeding at law or in equity against the Grantee or any other person, firm or corporation violating or threatening to violate said covenant.

**Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Jersey City, Block 15801, portion of Lot 83, Lot 82 and Lot 84.

**Property.** The Property consists of the land in the City of Jersey City, County of Hudson and State of New Jersey. The legal descriptions of the easement areas are set forth on **Exhibit A, B, and C** attached hereto and made a part hereof (the "Property").

**Promises by Grantor.** The Grantor makes no promises as to ownership or title.

**Signatures.** The Grantor signs this Deed of Easement as of the date and year first above written.

Witnessed by:

Grand & Jersey, L.L.C.

By:

\_\_\_\_\_, Managing Member

STATE OF NEW JERSEY

SS.:

COUNTY OF HUDSON

I CERTIFY that on \_\_\_\_\_, 2023,

\_\_\_\_\_ came before me and stated to my satisfaction that this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Managing Member of Grand & Jersey, L.L.C., the limited liability company named in the attached deed of easement;

(b) this person executed and delivered the attached deed as the voluntary act and deed of the Grantor; and

(c) this person was authorized by Grantor to execute and deliver the attached deed of easement on behalf of Grantor.

Sworn to and Subscribed Before Me

This \_\_\_\_ Day of \_\_\_\_\_, 2023

\_\_\_\_\_

<p style="text-align: center;"><b>Deed of Easement</b></p> <p><b>GRAND &amp; JERSEY, L.L.C.</b> Grantor,</p> <p style="text-align: center;">TO</p> <p style="text-align: center;"><b>CITY OF JERSEY CITY</b> Grantee.</p>	<p><i>Dated:</i> _____, 2023</p> <hr/> <p><i>Record and return to:</i></p> <p style="text-align: center;"><b>City of Jersey City Law Department 280 Grove Street Jersey City, New Jersey 07302</b></p> <p><b>Attn: Raymond Reddington, Esq.</b></p>
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# EXHIBIT I

## **MAINTENANCE BOND**

### **KNOW ALL MEN BY THESE PRESENTS:**

That we, Grand & Jersey, L.L.C., a New Jersey limited liability company having offices at 345 Tenth Street Jersey City, New Jersey 07302, as Principal, and \_\_\_\_\_, having offices as \_\_\_\_\_, a corporation duly licensed to transact surety business in the State of New Jersey, as Surety, are held, firmly bound and indebted to the City of Jersey City, having offices at 280 Grove Street, Jersey City, New Jersey 07302, as Obligee, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for payment of which, will and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that the Principal has completed the construction of certain Roadway Improvements, as listed on Schedule A attached hereto on property identified on the Tax Collector's Map of the City of Jersey City as a portion of Lot 83 in Block 15801, and Lots 82 and 84 in Block 15801, commonly known as a portion of Regent Street situated between Douglas Skinner Memorial Drive and Liberty View Drive, Jersey City, New Jersey, and has agreed to guarantee the construction, including all materials and workmanship (collectively the "Work"), for a period of two (2) years from the date hereof.

This Bond shall inure to the benefit of the Obligee only and no other party shall acquire any rights hereunder.

**NOW THEREFORE, IF SAID, PRINCIPAL** shall guarantee the Work for a period of two (2) years from the date hereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**PRINCIPAL:**

**Grand & Jersey, L.L.C.**  
**A New Jersey limited liability company**

\_\_\_\_\_  
**WITNESS**

**By:** \_\_\_\_\_  
**Peter Mocco, Managing Member**

**SURETY:**

\_\_\_\_\_  
**WITNESS**

**By:** \_\_\_\_\_  
**Surety Attorney-in-fact**  
**(Signature and Print Name)**