

1st reading  
10-21-15

Sponsored by: Russo  
Seconded by: Theresa Casella

CITY OF HOBOKEN, NEW JERSEY

ORDINANCE NO. Z-381 7-381

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**ORDINANCE OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, CANCELLING \$18,800,000 OF AN UNFUNDED BOND ORDINANCE BALANCE HERETOFORE ADOPTED TO PROVIDE FOR THE COSTS ASSOCIATED WITH THE ACQUISITION OF VARIOUS PARCELS OF LAND FOR OPEN SPACE PRESERVATION IN AND FOR THE CITY OF HOBOKEN**

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**BACKGROUND**

**WHEREAS**, in accordance with the New Jersey Local Bond Law (N.J.S.A. 40A:2-1 et seq.), on March 16, 2011, the City Council of the City of Hoboken, County of Hudson, New Jersey ("City") has heretofore duly and finally adopted ordinance Z-94 ("Original Bond Ordinance") authorizing an appropriation in the amount of \$20,000,000 (and authorizing the issuance of bonds and/or bond anticipation notes in the amount of \$19,000,000) to fund or finance the costs of associated with the acquisition of various parcels of land and other related expenses as part of the City's Open Space Preservation Program, all as more particularly set forth in the Original Bond Ordinance ("Project"); and

**WHEREAS**, on May 2, 2012, the Original Bond Ordinance was amended by the adoption of ordinance Z-179 ("First Amending Ordinance"), which First Amending Ordinance amended the block and lot descriptions of the parcels of land to be acquired pursuant to the Original Bond Resolution; and

**WHEREAS**, on March 5, 2014, the Original Bond Ordinance was further amended by the adoption of ordinance Z-286 ("Second Amending Ordinance" and, together with the Original Bond Ordinance and the First Amending Ordinance, the "Ordinance"), which Second Amending Ordinance increased the amount of proceeds of the obligations authorized which could be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided for in Section 20 of the Local Bond Law; and

**WHEREAS**, the City has heretofore encumbered or otherwise charged \$1,200,000 against the Ordinance for the Project; and

**WHEREAS**, the City has determined that the remaining unfunded and unencumbered costs of the Project originally authorized by and to be funded and financed through the Ordinance should

be paid for or financed through the auspices of the New Jersey Environmental Infrastructure Trust Financing program, a low-cost and economically advantageous funding and financing service provided by the State of New Jersey, instead of by virtue of the City's own funds or borrowed funds pursuant to the Ordinance; and

**WHEREAS**, as a result of such determination, it is the desire of the City to permanently cancel the unspent and unencumbered appropriation balance authorized by the Ordinance in the amount of \$18,800,000.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, PURSUANT TO THE PROVISIONS OF THE LOCAL BOND LAW, AS FOLLOWS:**

**Section 1.** The sum of \$18,800,000 remaining as the unfunded and unencumbered authorized appropriation balance set forth by the Ordinance is hereby cancelled in its entirety.

**Section 2.** The balance of the appropriation balance heretofore authorized by the Ordinance in the amount of \$1,200,000 shall remain unaffected by this ordinance.

**Section 3.** To the extent necessary or required, the City's supplemental debt statement showing the gross debt of the City, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, shall be amended or revised to account for the cancellation authorized hereby.

**Section 4.** All other ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 5.** This ordinance shall take effect immediately upon adoption.

**Date of Introduction: October 21, 2015**

Introduction:

Councilperson	Yea	Nay	Abstain/Prese nt	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti		/		
Michael Russo	/			
Ravi Bhalla, Council President	/			

Final Reading:

Councilperson	Yea	Nay	Abstain/Prese nt	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Approved as to Legal Form:

\_\_\_\_\_  
Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council  
By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
On the \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
James Farina, City Clerk

Vetoed by the Mayor for the following  
reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**-or-**

Approved by the Mayor  
On the \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Dawn Zimmer, Mayor

12-22-15 1-28

① 1st reading  
12-2-15

Introduced By: [Signature]  
Seconded By: [Signature]

CITY OF HOBOKEN  
ORDINANCE NO: \_\_\_\_\_ Z-386

**ORDINANCE OF THE CITY OF HOBOKEN ADOPTING THE “REDEVELOPMENT PLAN: NEUMANN LEATHERS REHABILITATION AREA,” DATED DECEMBER 2, 2015.**

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“Redevelopment Law”), on October 19, 2011 and October 15, 2014, the City Council adopted a Resolution designating certain properties known as Block 2, Lots 12 through and including 26, Block 2.1, Lots 1 through and including 10 on the tax map of the City of Hoboken, that portion of the public right of way of Observer Highway from and including the intersection with Jefferson Street to and including the intersection with Hudson Street, that portion of the public right of way of Willow Avenue from and including the intersection with Observer Highway to and including the intersection with Newark Street, and that portion of the public right of way of Newark Street from and including the intersection with Willow Avenue (collectively referred to hereinafter as the “Neumann Leathers Rehabilitation Area” or “Site”), which is generally located in the southern portion of the City of Hoboken, as an area in need of rehabilitation; and

**WHEREAS**, after extensive consultation with the community, the property owners and other parties the Redevelopment Plan: Neumann Leathers Rehabilitation Area, dated October 15, 2015, (“Plan”), was prepared by the South Community Development Subcommittee of the City Council, the Mayor and her Administration, and the firm of Maser Consulting, P.A.; and

**WHEREAS**, the City Council adopted a Resolution on November 4, 2015, referring the

proposed Plan “to the Hoboken Planning Board (“Board”) in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-7(e) for the purpose of obtaining the report of the Board as to whether the Plan is substantially consistent with the municipal Master Plan or is designated to effectuate the Master Plan, and any recommendations regarding any other matters the Board deemed appropriate; and

**WHEREAS**, on November 17, 2015, the Hoboken Planning Board transmitted a report to the Hoboken City Council finding that the Redevelopment Plan: Neumann Leathers Rehabilitation Area, dated October 15, 2015 is consistent with the City of Hoboken Master Plan or is designed to effectuate the Master Plan and recommending the adoption of the Redevelopment Plan: Neumann Leathers Rehabilitation Area dated October 15, 2015 (the “Report and Recommendation of the Planning Board”); and

**WHEREAS**, on December 2, 2015 the Hoboken City Council reviewed the Report and Recommendation of the Planning Board and agreed to certain revisions to the Redevelopment Plan: Neumann Leathers Rehabilitation Area to address the recommendations of the Planning Board and amend the date of the Redevelopment Plan: Neumann Leathers Rehabilitation Area accordingly to December 2, 2015;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY, AS FOLLOWS:**

- 1 The Redevelopment Plan: Neumann Leathers Rehabilitation Area, dated December 2, 2015, incorporated herein by reference, as if set forth at length, a copy of which is on file in the municipal offices of the City of Hoboken, meets the criteria, guidelines and conditions set forth at N.J.S.A. 40A:12A-7; and is otherwise in conformance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“Redevelopment Plan: Neumann Leathers Rehabilitation Area”).

2. The Redevelopment Plan: Neumann Leathers Rehabilitation Area is consistent with the City of Hoboken's Master Plan or is designed to effectuate the Master Plan.
3. The Redevelopment Plan: Neumann Leathers Rehabilitation Area is hereby adopted.
4. If any section or provision of the Redevelopment Plan: Neumann Leathers Rehabilitation Area or this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any other part thereof.
5. All ordinances or parts of ordinances heretofore adopted that are inconsistent with the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.
6. This Ordinance shall become final upon adoption and publication in the manner prescribed by law.

MEETING: December 2, 2015

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President				

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Approved as to Legal Form:

\_\_\_\_\_  
Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council  
By a Vote of \_\_\_ Yeas to \_\_\_\_\_ Nays  
On the \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
James Farina, City Clerk

Vetoed by the Mayor for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**-or-**

Approved by the Mayor  
On the \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Dawn Zimmer, Mayor

**CITY OF HOBOKEN**  
**Department of Community Development**

**DAWN ZIMMER**  
Mayor



**BRANDY FORBES**  
Director

***MEMORANDUM***

DATE: November 20, 2015

TO: Hoboken City Council

CC: Mayor Dawn Zimmer  
Quentin Wiest, Business Administrator  
Mellissa Longo Corporation Counsel  
Joe Maraziti, Maraziti Falcon LLP, Special Redevelopment Counsel  
David G. Roberts, Maser Consulting, Redevelopment Planner

FROM: Brandy Forbes, Community Development Director 

RE: Redevelopment Plan: Neumann Leathers Rehabilitation Area Proposed Changes per  
Planning Board Resolution

The Redevelopment Plan: Neumann Leathers Rehabilitation Area dated October 15, 2015 that was introduced by Hoboken City Council on November 4, 2015 was reviewed by the Hoboken Planning Board on November 10, 2015. The Planning Board did conclude that the Redevelopment Plan: Neumann Leathers Rehabilitation Area is consistent with and designed to effectuate the Hoboken Master Plan of 2004 and the Hoboken Master Plan Reexamination Report of 2010. The Planning Board did adopt a resolution to that effect that was sent to you from the City Clerk's office on November 17th and also provided ten (10) recommendations to be considered by the City Council.

The City Council is to consider the Planning Board recommendations at its regularly scheduled meeting on Wednesday, December 2, 2015 at 7 p.m. On that agenda there are two potential action items—a resolution to address the Planning Board recommendations and an ordinance on first reading to introduce an amended plan. Although the decision on how to address the recommendations and whether or not to vote on those is entirely up to the City Council based on the discussion, we have suggested some language to address the Planning Board comments as attachments to the resolution to be considered at the December 2<sup>nd</sup> meeting. Certainly, the City Council may choose to address the recommendations differently, so we left room to strike through the draft wording in the resolution and insert different language as the City Council deems appropriate.

We have drafted a revised Redevelopment Plan: Neumann Leathers Rehabilitation Area dated December 2, 2015 that incorporates these changes. Since there are only a few pages that are impacted, attached, please find those pages that would differ from the Redevelopment Plan: Neumann Leathers Rehabilitation Area dated October 15, 2015—changes in text can be found in red font. Basically, those changes consist of the following and are attached:

- Cover page – revised date of plan
- Page 1 – updated list of Planning Board membership that considered the plan at the Nov. 10<sup>th</sup> meeting
- Page 18 – corrected reference to figure number (these shifted with a new image, so made changes accordingly throughout the plan)
- Page 24 – corrected references to figure numbers, and corrected typo
- Page 25 – corrected references to figure numbers
- Page 29 – new figure and corrected references to figure numbers
- Pages 30 and 31 – corrected figure numbers
- Page 32 – updated language for Loading, Transportation Demand Management, and Bonuses based on Planning Board recommendations, and corrected references to figure numbers
- Page 34 – updated language for Other Plans based on Planning Board recommendation, and corrected typos
- Pages 35 through 42 – corrected references to figure numbers
- Page 43 – updated language for Signage based on Planning Board recommendation, and corrected references to figure numbers
- Page 44 – corrected references to figure numbers
- Page 46 – corrected references to figure numbers and corrected typo

As the City Council considers each of the recommendations, depending on the agreed-upon response, each of these changes can be inserted if approved or language kept the same if you so choose. This would allow you to introduce a revised Redevelopment Plan: Neumann Leathers Rehabilitation Area dated December 2, 2015 that is reflective of the City Council's resolution addressing the recommendations of the Hoboken Planning Board.

Please let me know if you have any questions regarding these documents via email at [bforbes@hobokennj.gov](mailto:bforbes@hobokennj.gov).

Thank you.

# Redevelopment Plan DRAFT

## Neumann Leathers Rehabilitation Area

300 Observer Highway  
Block 2, Lots 12 – 26  
Block 2.1, Lots 1–10

City of Hoboken  
Hudson County, New Jersey



Recommended by the Hoboken Planning Board: November 10, 2015  
Adopted by the Hoboken City Council: \_\_\_\_\_

DRAFT: ~~October 15~~ December 2, 2015

## Acknowledgements

### Mayor and Council

Mayor Dawn Zimmer  
Ravinder Bhalla, *Council President*  
David Mello, *Council-at-Large, Council Vice President*  
James Doyle, *Council-at-Large*  
Theresa Castellano, *Councilwoman*  
Elizabeth Mason, *Councilwoman*  
Michael Russo, *Councilman*  
Timothy Occhipinti, *Councilman*  
Peter Cunningham, *Councilman*  
Jennifer Giattino, *Councilwoman*

### Planning Board

Gary Holtzman, *Chairman, Class IV*  
Frank Magaletta, *Vice Chairman, Class IV*  
Caleb Stratton, *Mayoral Designee, Class I*  
Brandy Forbes, *Community Development Director, Class II*  
James Doyle, *Class III Member (Council appointee)*  
Ann Graham, *Class IV*  
Rami Pinchevsky, *Class IV*  
Caleb McKenzie, *Class IV*  
Ryan PennePeene, *Class IV*  
Kelly O'Connor, *1st Alternate*

### City of Hoboken

Brandy Forbes, AICP, PP, *Director of Community Development*  
Quentin Wiest, *Business Administrator*

### Redevelopment Consultants

#### **Maser Consulting P.A.**

Andrew Hipolit, PE, PP, CME, CPWM, *Principal-In-Charge*  
David Roberts, AICP, PP, LLA, RLA, LEED AP ND, *Project Manager*  
Daniel Bloch, AICP, PP, *Redevelopment Planner*  
John J. Jahr, TSOS, *Transportation Planner*

#### **EFB Associates**

Eileen F. Banyra, AICP, PP, *Assistant Project Manager*

#### **Camoin Associates**

Michael N'dolo, *Economic Market Analyst*  
Rachel Selsky, *Economic Market Analyst*

#### **L+C Design Consultants**

Grace Lynch, AIA, PP, CID, CEFP, LEED AP, *Redevelopment Architect & Planner*

#### **Maraziti Falcon, LLP**

Joseph J. Maraziti, Jr. Esq.  
Christopher D. Miller, Esq.

As to the extent to which 2004 Master Plan problems and objectives have been reduced or increased, the 2010 Reexamination Report states:

The City has begun to consider creative zoning or "area in need of rehabilitation" controls in order to protect the lively mix of uses that are concentrated there; "area in need of rehabilitation" designations do not bring the power of eminent domain nor do they permit PILOTs but they require a redevelopment plan which involves designating a redeveloper and adopting a plan that provides for detailed regulations for rehabilitation of existing structures and, if desired, new construction.

The I-2 zoning designation may act to keep rents at industrial levels, which will help the "arts industry" in the most basic way.

As to the final recommendations for the Master Plan and development regulations, the 2010 Reexamination Report states:

Eliminate the Business [B] zones from Map 15 as follows: delete B-2 as it is the Hudson St./River St. Redevelopment Area; delete B-3 as it is comprised of the Observer Highway Redevelopment Area, the DPW Redevelopment Area and the Neumann site; delete all three B-4 zones, as these zones are built-out and already exist as mixed-use zones or are located in the Northwest Redevelopment Area.

Consider alternative zoning techniques including arts & industry overlay zoning or the use of "area in need of rehabilitation" designation. The emphasis should be on protecting spaces where artists can work affordably rather than on where they can live. Artist housing may need to be

subsumed into affordable housing considerations because "work/live" scenarios require a higher level of code compliance and result in more expensive space. Analysis of this issue has already been done by the Hoboken Arts and Industry Council and it should be utilized and expanded.

### 5.3 2010 Hoboken Bicycle and Pedestrian Plan

The City of Hoboken adopted a Bicycle and Pedestrian Plan in 2010. The Bicycle and Pedestrian Plan was prepared through the NJDOT Office of Bicycle and Pedestrian Program's Local Technical Assistance (LTA) Program to address concerns of walking and bicycling within Hoboken. The Bicycle and Pedestrian Plan recommends priority intersection improvements at the Willow Street and Observer Highway intersection and traffic calming measures along Observer Highway. Additionally, within the vicinity of the Neumann Leathers Rehabilitation Area, the Bicycle and Pedestrian Plan recommended dedicated bike lanes for Newark Street and Willow Street and shared lane markings are recommended for Observer Highway.

### 5.4 Green Infrastructure Strategic Plan

The City was selected by Together North Jersey to receive technical consulting services to prepare a comprehensive Green Infrastructure Strategic Plan, which was completed in October of 2013. The Green Infrastructure Plan divides the City into three "zones", Blue, Green and Gray. The Blue zone wraps around the western and southern edges of the City, the Green Zone is in the center and the Gray zone covers the downtown area and riverfront (see Figure 67).

## 7.0 Redevelopment Plan

This chapter of the Redevelopment Plan provides the process and land use requirements for the redevelopment of the Neumann Leathers Rehabilitation Area. As this plan was being prepared, 301 Newark Street (Lots 5 & 6) had received approval from the Hoboken Zoning Board of Adjustment for the construction of the project described earlier in this Plan and the prior building on the property was cleared. Conversely, the revised plan for 307 Newark Street had been denied by the Zoning Board of Adjustment around the time that a contract purchaser of the Neumann Leathers complex at 300 Observer Highway was engaged as a stakeholder in the redevelopment planning process and subsequently acquired the property. As a result, for purposes of this Plan, the approval of the Zoning Board of Adjustment for 301 Newark Street will be recognized as conforming for that part of the Neumann Leathers Rehabilitation Area. However, if the site plan for that property should change so that it no longer complies with the stipulations of the Zoning Board of Adjustment's Resolution, the parcel shall be regulated according to the Plan but utilizing the use, bulk, density and parking requirements articulated for the I-2 zoning district. All other applicable standards (such as façade, signage, etc.), as set forth in the City of Hoboken Zoning Ordinance, will also apply.

The requirements that follow are specific to the Neumann Leathers complex (of 300 Observer Highway) and the adjacent property at 307 Newark Street. The property at 307 Newark Street has ~~aan~~ approval for an automated parking facility of seven stories and 486 parking spaces with street level commercial space. It is likely that the combination of rehabilitated industrial arts space in the retained buildings of the Neumann Leathers property, and the new infill of the existing surface parking area will generate a demand for some of the parking approved at 307 Newark Street. The property of 307 Newark Street may be developed in accordance with the Resolution of Approval of the Zoning Board of Adjustment. If the property is not developed pursuant to the Board's approval, it must be compliant with this Redevelopment Plan and will be subject to the provisions of a negotiated Redevelopment Agreement with the designated redeveloper. This Plan accommodates for the possibility

that 300 Observer and 307 Newark Street sites are developed separately, as well as the possibility that they are developed collaboratively as one project.

### 7.1 Overlays Existing Zoning

The provisions of this Redevelopment Plan shall constitute an overlay over the existing I-2 Industrial Zoning and Development Regulations of the City of Hoboken that regulate development within the Neumann Leathers Rehabilitation Area in accordance with New Jersey's Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-7.c). Any subdivision of lots and parcels of land within the Rehabilitation Area shall be in accordance with the requirements of this Plan and Chapter 44. Land Use Procedures of the City of Hoboken Ordinance. The provisions of the current Hoboken Flood Damage Prevention Ordinance shall apply.

The Official Zoning Map of the City of Hoboken is hereby amended to designate the Rehabilitation Area, which consists of the following Lots and Blocks, as the "Neumann Leathers Rehabilitation Zone":

Block 2, Lots 12 – 26  
Block 2.1, Lots 1–10

### 7.2 Land Use & Development Requirements

The specific land use and development requirements, including design standards that are applicable to the entire Rehabilitation Area, are outlined in the following sections. For purposes of this Plan, the term "first floor" shall refer to the first floor at or above street level that can be accessed directly from the public sidewalk. The Rehabilitation Area to be redeveloped is shown in ~~Figure 11~~ Figure 12, as three different Sections. The land use and development requirements below are thus associated with the specific Sections. The existing buildings that shall remain are denoted in Section A in Figure 12 and are as-shown in Figure 11.

Table 1. Schedule of Development Requirements

**Section A Permitted Uses within Existing Buildings to be Rehabilitated:**

1. Industrial/Industrial Arts: a place of work for small scale machinists, fabricators, woodworkers, craftsmen, or similar businesses engaged in working with raw materials to create finished products for sale, such as furniture, cabinetry, glass, musical instruments, models, theater sets, food products, or a similar creative, light manufacturing or modern manufacturing use, including persons engaged in the application, teaching or performance of such endeavor, such space shall not include residential occupancy but may include a very limited area for accessory office space (i.e. accessory exclusively to the on-site activity not to an off-site activity) as well as limited toilet and washroom installation. Such uses shall not be subject to any noise performance standards other than required in the Hoboken City Code or state agency regulation, but shall comply with air quality standards applicable to light manufacturing uses.
2. Artist Studio: a place of work for creative professionals, such as an artist, artisan, craftsperson, culinary artist, dancer, designer, musician, photographer, videographer, filmmaker or a similar creative or light manufacturing use including persons engaged in the application, teaching or performance of such endeavor; such space shall not include residential occupancy but may include a very limited area for accessory office space (i.e. accessory exclusively to the on-site activity not to an off-site activity) as well as limited toilet and washroom installation.
3. Specialty Services: provision of services related to an area of special expertise, such as electronics, communications, security, audio-video recording

Development Requirement	Section A (122,0330 SF of Land Area)	Section B (6,750 SF)	Section C (10,000 SF)
<b>Minimum Existing Buildings to be Rehabilitated Uses</b>	140,000 sf (1.15 FAR) 50% of the total square footage shall be for a typical unit size between 1,000 and 6,000 sq. ft. for Industrial/Industrial Arts uses	-	-
<b>Minimum Retail in Newly Constructed Buildings</b>	30,000 sf (0.25 FAR)	3,500 sf (0.52 FAR)	3,500 sf (0.35 FAR)
<b>Maximum Residential</b>	210,000 sf (1.72 FAR)	0 sf	0 sf
<b>TOTAL FLOOR AREA (excluding parking)</b>	380,000 sf	3,500 sf	3,500 sf
<b>Estimated Parking Requirement</b>	309 spaces	0 spaces	100 spaces for Jefferson Trust -
<b>Estimated Allowed Parking</b>	Up to 309 spaces (could be provided on Section B or C if established in a Redevelopment Agreement)	Up to 300 Spaces plus bonus may be permitted per Redevelopment Agreement	Up to 350 spaces plus bonus may be permitted per Redevelopment Agreement
<b>Maximum Height (estimated based on typical 16 ft ground level and average of 10 to 11 ft. per additional story.)</b>	Figures 1112-1213	Figures 1112-1213	Figures 1112-1213
<b>Building Stepbacks</b>	NEWARK ST: 15 ft Stepback after 60 ft above Design Flood Elevation (DFE) and additional 10 ft after 80 ft above DFE. OBSERVER HWY: 10 ft Stepback after 60 ft above DFE. GRAND ST: 10 ft. Stepback after 60 ft. above DFE. May cantilever over entire Upper Plaza after 30 ft. above DFE to compensate.	10 ft Stepback after 60 ft above DFE	10 ft Stepback after 60 ft above DFE
<b>Minimum Outdoor Amenities at grade</b>	40,000 sf	0 sf	0 sf
<b>Maximum Building Coverage at street level</b>	85%	100%	100%
<b>Maximum Dwelling Units Permitted</b>	210 Bonus: 20 workforce units as described in "Building Heights and Stepbacks Subsection".	0	0

### Building Height and Stepbacks:

The guidance for the infilling of the Neumann Leathers Rehabilitation Area is depicted in Figures 44-12 and 44-13. Figure 44-12 is the Infill Framework Plan for the portion of the Rehabilitation Area that is privately owned. Figure 11 shows the existing Neumann Leathers buildings to remain. The infill for the 300 Observer Highway portion of the Rehabilitation Area steps up the height and massing of the existing Neumann Leathers buildings to remain (4 stories and 6 stories currently) to a height closer to the adjacent mid-rise condominium buildings across Newark Street at the easterly end of the block. New infill development per the Schedule of Development Requirements shall employ varied building heights, but would be capped at 80' on the Willow Avenue end of the block and 110' at the western edge of the Rehabilitation area. Building heights shall be measured from the Design Flood Elevation as established in the Hoboken Flood Damage Prevention Ordinance. Figure 42-13 provides the vertical guidance from the cross sections shown in Figure 44-12. Both figures depict the extension of Grand Street that serves as an access road and provides bus stop locations. Cross Section A-A in Figure 42-13 depicts the "Lower Plaza" (at grade level), which would be transitioned through steps and ramps to the "Upper Plaza" that can cover the internalized parking that could be accessed from the suggested access road.

The building heights shown represent the cap on building heights, with the existing 4 story Neumann Leathers buildings capped at their current height and the existing 6 story Neumann Leathers building capped at the current height. Infill buildings may be permitted to cantilever over the upper plaza for the depth of that upper plaza, beginning at 30 feet above DFE. Up to an additional 20 feet may be added to the 110 feet of allowable height if needed for the sole purpose to accommodate the bonus of up to 20 dwelling units, so long as those additional units are workforce level housing with rent

restrictions affordable to a household income of 150% of median income, as determined in a Redevelopment Agreement. An additional 10 feet for a penthouse level may be added to infill buildings, only if needed to accommodate maximum square footage or to meet the goal of varied heights and/or a higher retail floor, as agreed to by the City in a negotiated Redevelopment Agreement, such that any allowed Penthouse level on infill buildings must have a 10' stepback from the floor below.

### Circulation:

Section A development is to include an extension of Grand Street (see Figure 44-12) between Observer Highway and Newark Street to continue south-bound traffic flow while providing off-street loading access from the street extension to the infill building. Pedestrian and bicycle amenities are to be provided as part of that extension.

Enhancement of safe pedestrian movement around and through the site is to be provided through pedestrian plazas, as shown in Figure 44-12.

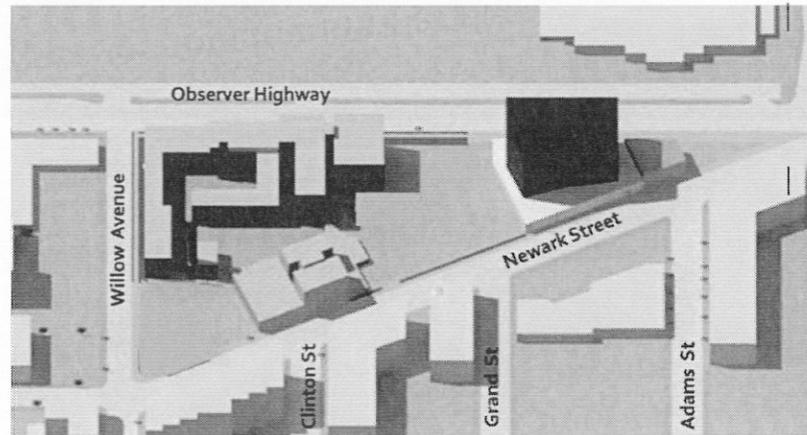


Figure 11: Existing Neumann Leathers Buildings to Remain

Figure 12.11: Neumann Leathers Redevelopment Plan Infill Framework Plan

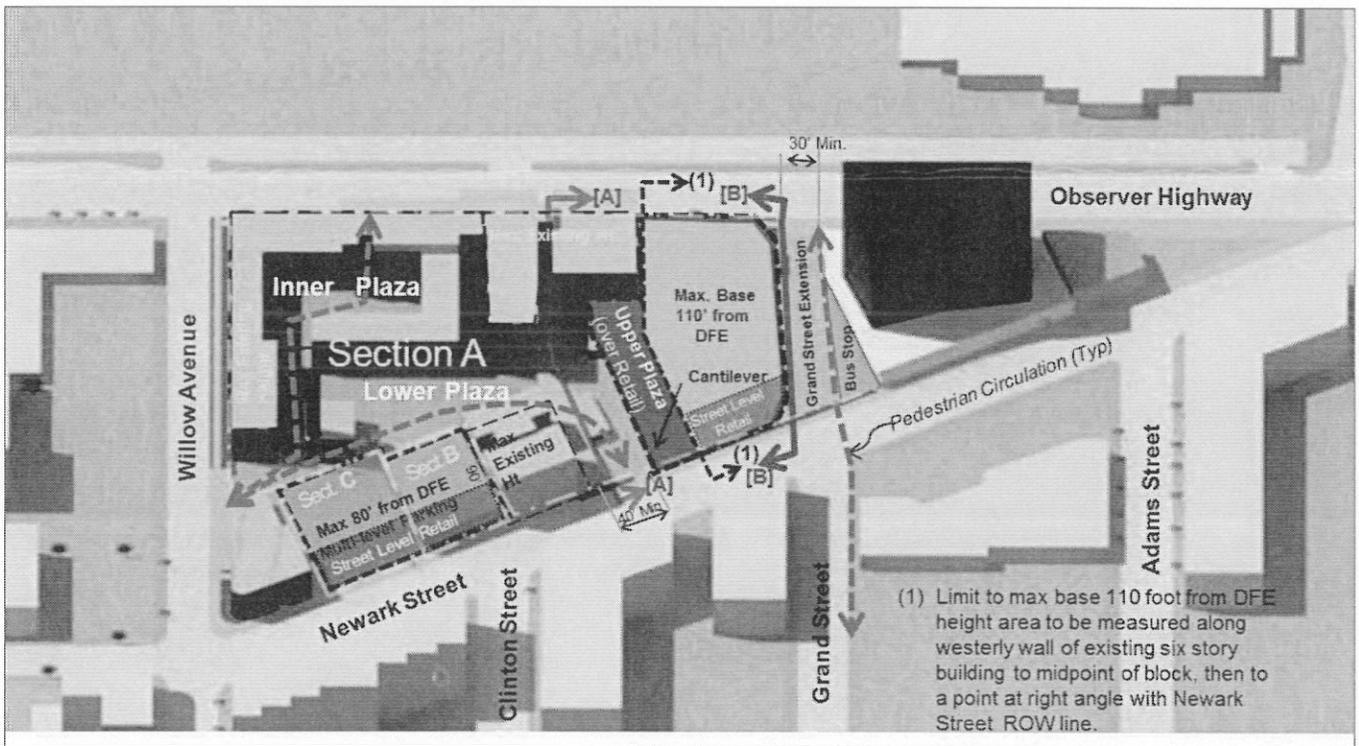
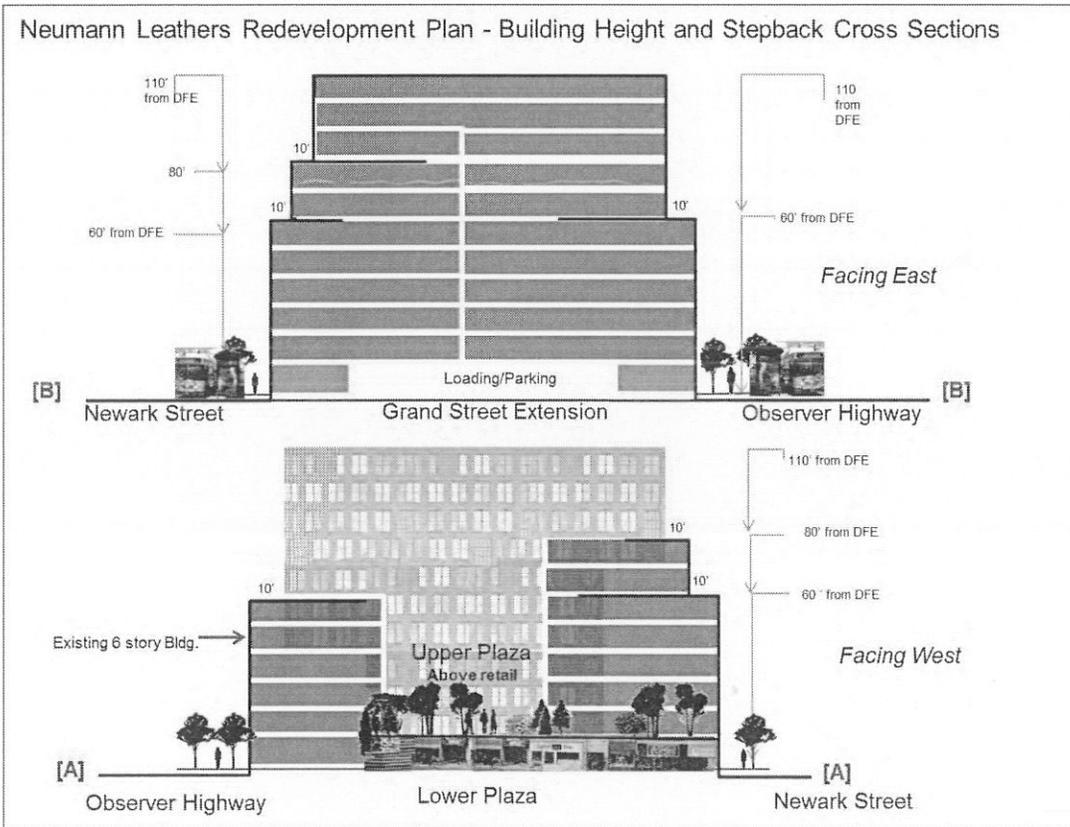


Figure 1342: Cross Sections A-A and B-B from Infill Framework Plan (Fig. 11) showing building heights and setbacks from Observer Highway and Newark Street.



**Loading:**

The existing loading facilities currently serving tenants within the Neumann Leathers property shall be retained or replaced with suitable loading facilities. New residential and retail development within the block will be required to be designed for sufficient loading and unloading off the street, accessed from the new Grand Street extension, accessible from a service drive located so that it does not interrupt the retail street frontage along Newark Street. Residential and retail loading should be separate from the loading for the buildings to be retained. Not more than two designated loading zones may be permitted along the Newark Street side of the Rehabilitation Area, excluding 301 Newark Street as approved by the Zoning Board of Adjustment and not more than one loading zone permitted along the Willow Avenue side of the Rehabilitation Area, excluding 301 Newark Street as approved by the Zoning Board of Adjustment. Final determination of loading docks and loading zones shall be considered—determined in the Redevelopment Agreements.

**Transportation Demand Management**

The Neumann Leathers Rehabilitation Area is located in the most transit-rich community in New Jersey and the future redevelopment of the Rehabilitation Area and the surrounding neighborhood will benefit from maximizing the use of transit and minimizing the use of the automobile. Therefore, in addition to careful planning for parking and loading needs of the variety of commercial and residential users of the site, this Plan requires that a Transportation Demand Management (TDM) Plan be developed to incorporate car sharing, bike sharing, coordination with the “HOP” shuttle to the Hoboken Terminal, etc. Reduction in the residential parking requirements may be authorized in the Redevelopment Agreement based on the details of an approved TDM Plan that is incorporated therein to amend the express requirements set forth in Section 7.2 under Off Street Parking Minimum Requirements.

The TDM Plan must include a provision for indoor bike parking and provide bike share stations and car sharing spaces for those programs.

**Bonuses, Repair and Relocation:**

The designated redeveloper shall upgrade all the major mechanical systems of the existing buildings to be rehabilitated (see Figure 611), including the repair of the windows and facades. The redeveloper shall be required to maintain the rent levels in those buildings required to be preserved per Section 7.2 such that at least 50% of the total square footage is set aside for Industrial/Industrial Arts uses as defined in this Plan. Rents for all tenants in those buildings required to be preserved shall not exceed the regional market rate, and a discounted rent shall be established based on use and unit size as evaluated in a financial analysis, and a resulting rent schedule shall be included in a Redevelopment Agreement industrial/industrial arts and fine arts tenants to the pre-development levels for existing tenants to a maximum base rent of \$16 per leasable square foot, calculated based on 2015 dollars and adjusted annually by the Consumer Price Index. Tenants for the remainder of the space shall not be required to pay more than the market rate for industrial arts space in the Metro NY/NJ region. The Redevelopment Agreement shall include a project financial proforma with a rent schedule for existing and anticipated industrial arts and fine arts tenants. Where relocation of tenants is required, such tenants shall be first relocated on-site if they so wish. The redeveloper shall pay all relocation costs.

**Sustainable Building Practices and Green Infrastructure:**

This Redevelopment Plan has been based on the LEED for Neighborhood Development Rating System, which has three prongs: (1) Smart Location & Linkage (SLL); (2) Neighborhood Pattern & Design (NPD); and (3) Green Infrastructure & Building (GIB). The SLL prerequisites and credits were developed by the Environmental

Defense Council, the NPD prerequisites and credits were developed by the Congress for the New Urbanism (CNU) and the GIB prerequisites and credits were developed by the United States Green Building Council (USGBC).

LEED ND moves beyond the objective of deeming a building “green” because it has been “certified” and evaluates the larger neighborhood of which it is a part. While this Plan does not stipulate that a LEED ND certification be obtained, it does require that either the rehabilitation of the Neumann Leathers building or one or more of the new infill buildings be certified under one of the LEED rating systems, and that at least one principal building achieve a LEED Gold certification. The redeveloper shall be required to utilize a comprehensive approach to sustainable practices for the redevelopment of the buildings, open space and site and a systems approach to improvements, with appropriate consideration of the surrounding area, all of which will be outlined in the Redevelopment Agreement(s).

The LEED ND 2009 Sustainable Neighborhood Development Checklist (Appendix) was used to evaluate the provisions of this Plan as if it were earning points toward LEED ND certification (Stage 2 – Certified Plan). The Regional Priority Credits were inputted on the USGBC website for the Hoboken zip code and the result is shown in the LEED ND Sidebar #2. The LEED ND Checklist was compiled based on assumptions between points that could be earned or are required in this Plan versus points that might be earned as part of the development of a site plan. The LEED-ND Checklist estimates that this Plan would comfortably be certified and could reach the edge of LEED ND Gold to Platinum level of sustainability.

The City of Hoboken, due to its location and design, already satisfies many of the traditional LEED ND Checklist items. In terms of advancing sustainable practices in the City, it is anticipated and expected that the project will go beyond the “Yes” items on the

Neumann Leathers Redevelopment Plan | Hoboken, New Jersey

## LEED ND Sidebar #2

### Regional priority credit lookup

#### Filter

LEED ND: Plan

v2009

USA, 07030

#### Rainwater management

GIBc8 | Up to 4 points

#### Mixed-income diverse communities

NPDc4 | Up to 7 points

#### Street network

NPDc6 | Up to 2 points

#### Transportation demand management

NPDc8 | Up to 2 points

#### Brownfields redevelopment

SLLc2 | Up to 2 points

#### Housing and jobs proximity

SLLc5 | Up to 3 points

LEED-ND Checklist and incorporate most of the “Maybe” standards. The Plan should be viewed thru the lens of a systems approach, where all of the component parts are interdependent and contribute to the health and success of the whole.

An emphasis should be placed on the major building and site systems (HVAC, Sanitary/Stormwater, energy production/consumption, lighting) and commissioning the building(s) to ensure that they function in the capacity as designed. The on-site infrastructure shall utilize and give consideration to: advanced gray and wastewater systems, living and green walls, green roofs, rainwater harvesting cisterns and rain barrels for irrigation and graywater use; daylighting water /stormwater, constructed wetlands, permeable and porous paving, etc.

**Other Plans:**

The overall strategy for the improvement and upgrading of on-site and off-site infrastructure should be coordinated with the adjacent redevelopment area plans and addressed in the Redevelopment Agreement(s). Sustainable and progressive green techniques as discussed in the 2010 Master Plan Reexamination Report should be utilized to guide and develop the improvements necessary to address both climate change and stormwater related issues. A comprehensive area and ultimately city-wide approach to stormwater mitigation efforts should be developed. This includes, but is not limited to the following improvements both in the streets and within the City ROW's: stormwater tree trenches, planters, and bump-outs; pervious/porous asphalt and concrete; rain gardens, green roofs, cisterns and rain barrels. Additional harvesting and the creative reuse of waters (gray, storm, waste), should be employed to the greatest extent possible. Sections 7.4.4 and 7.5 provide more detail on this issue.

On-site and off-site improvements required shall comply with any Complete Streets Guidelines adopted by the City of Hoboken.

**7.3 Affordable Housing**

The development of residential market-rate units as part of a proposed redevelopment project in the Neumann Leathers Rehabilitation Area shall meet the affordable housing requirements of the applicable ordinances of the City of Hoboken. Affordable units equal to not less than 10% of the total proposed residential ~~units shall~~ units shall be provided.

N.J.S.A. 40A:12A-7(a)(6) and N.J.S.A. 40A:12A-7(a)(7) require that a redevelopment plan include (i) as of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all affordable housing units that are to be removed as a result of implementation of the redevelopment plan; and (ii) a plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at ~~anytime~~ any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of the Redevelopment Plan. The following subsections (1) and (2) satisfy the affordable housing “inventory” and “replacement unit plan” requirements of the law.

(1) Inventory of Affordable Housing:

As of October 15, 2014, which is the date upon which the City Council of the City of Hoboken adopted a resolution finding the subject properties to be in need of rehabilitation, there were no housing units (neither market rate nor affordable) in the Rehabilitation Area. The properties within the Rehabilitation Area have been limited to non-residential uses. Thus, zero (0) affordable housing units will be removed as a result of this Redevelopment Plan.

(2) Plan for the Provision of Affordable Replacement Housing:

As zero (0) affordable housing units will be removed as a result of this Redevelopment Plan (see subsection (1) above), there are no affordable housing units to be replaced.

7.4 Flood Damage Prevention

All new construction and substantial rehabilitation shall comply with the Hoboken Flood Damage Prevention Ordinance, Chapter 104 of the Hoboken Municipal Code. A review by the City of Hoboken Certified Flood Plain Manager shall be required prior to submission to the Hoboken Planning Board of an application for development.

7.5 Design Standards for Rehabilitation & New Construction

History: The Redevelopment Plan Area, specifically the Neumann Leathers complex, is a surviving, continuously active industrial site since the 19th century, which remains an important local center of manufacturing and creative enterprise. A tribute to the relevance of the existing plant is the intact nature of the site and structures. The character of the site is perceptible, based on a collection of historic buildings and built elements, materials, spaces, construction techniques, scale, rhythm of features, and numerous other tangible elements and qualities (Figure 4-14). Realization of planning goals will require practical consideration of such character and protection of this invaluable place, which gives evidence to Hoboken's long history of industry in proximity to the waterfront and rail yards, as well as the continued and vital transformation of a shared industry and arts legacy.

Guidelines serve to ensure that the character of the site and historic industrial built elements, in their authentic form, will be protected for future generations through preservation, rehabilitation and improvement. All architectural and site design, as well as the design of site elements including signage, lighting, site furnishings, etc., shall be submitted for review at conceptual, preliminary and final stages with appropriate levels of detail to demonstrate compliance with the spirit, intentions, and requirements of the Redevelopment Plan and these guidelines; final



Figure 14: Historic and current images of Neumann Leathers Complex

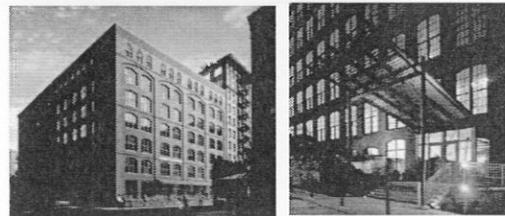


Figure 15: Examples of contextual responses

submission shall incorporate the results of review comments prior to approval of a Redevelopment Agreement.

**Compatible Design:** Redevelopment planning seeks to stabilize the unique historic industrial environment, as well as the economic environment. New permitted uses including retail, may be incorporated both in adaptive reuse of existing structures and in new construction. Residential use may be incorporated only where specifically noted in this Redevelopment Plan. The coexistence of varied use will add vitality and livability to the site. Required compatibility will allow new buildings to coexist in aesthetic and spatial harmony with existing structures without destroying character or impeding industry (Figure 4.4.15).

**Infrastructure** The Plan requires the retention of a majority of existing industrial buildings and structures (Figures 11 and 4.5.16), enhancement of safe pedestrian movement around and through the site, enhanced access, promotion of flexible use, accommodation of new construction, and creation of more open, environmentally sustainable, and accessible multi-purpose public space. To accomplish an open site, parking will be located in buildings or below raised plazas at new construction. Selective demolition will be limited to removal of infill buildings, principally of wood construction, at the interior of the site, and shall be reviewed in conjunction with design proposals in negotiating Redevelopment Agreements. Infrastructure improvements, including landscaping, hardscaping and pedestrian amenities shall be integrated with the existing built fabric.

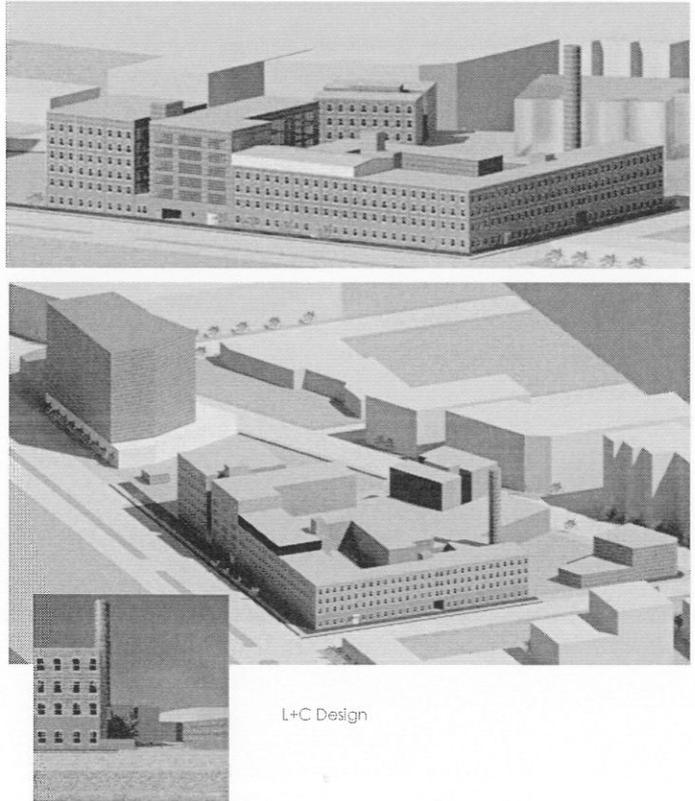


Figure 16: Renderings of Existing Buildings /Site

**7.5.1 Guidelines for Buildings, Structures and Related Elements**

The Neumann Leather complex offers opportunities, through rehabilitation, adaptive reuse and sensitive redevelopment, to support a sense of place and history, enrich civic pride and develop collective memory. Strategies include:

**1. Guiding Principles**

- a. Retain and preserve industrial structures and original elements (Figure 4.17);
- b. Protect and enhance historic industrial character; and
- c. Provide quality new development incorporating materials, scale, rhythm, form and detail which respect, echo, and complement original built fabric and character.

**2. Requirements for Rehabilitation**

- a. To encourage the industrial and fine arts, incorporate the following in the rehabilitation of existing buildings:
  - i. Provisions for extra power shall be provided in all leased spaces, with a minimum 100 amp service and at least one 220 volt outlet per unit.
  - ii. A work sink or rough-in plumbing for same shall be located within every work space.
  - iii. The rehabilitation of all leased spaces shall accommodate sufficient storage and disposal of toxic or flammable materials.
  - iv. The rehabilitation of the existing Neumann Leathers buildings shall include an HVAC system with a separate air in-take and out-take mechanism.
  - v. Interior and or exterior space shall be made available for exhibition of work and interaction between tenants and unit owners.
  - vi. Opportunities for shared storage areas or lofts for all tenants shall be considered.

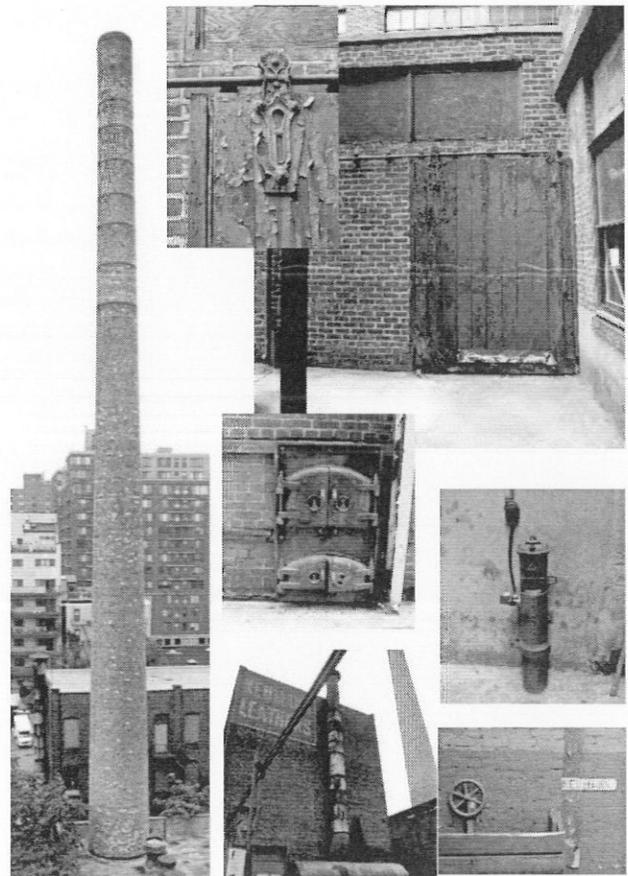


Figure 4.17: Historic Industrial Structures and Original Elements

- vii. During rehabilitation of the Neumann Leathers buildings, leasing units that are available for lease by industrial or fine arts tenants shall be kept “raw” or unfinished to enable fit-up for a wide variety of potential tenants and adaptable for such users as ceramicists, welders and photographers who typically require special physical structures and equipment support.
- viii. Flooring in rehabilitated Neumann Leathers buildings shall be of durable construction suitable for industrial arts users.
- ix. Industrial arts and fine arts units and common areas within the Neumann Leathers buildings shall be rehabilitated so that power up-grades are readily available for existing and new tenants, and data ports are available to enable sharing of business equipment.

**3. Requirements for Historic Preservation of Buildings/Facades**

- a. The historic industrial character of the complex, all buildings and built components shall be protected and enhanced.
- b. Preservation shall be the primary guiding principle for rehabilitation of existing buildings, structures, and site.
- c. Remove sheds and structures that have been added to the original factory buildings or to the site over time but detract from the historic or architectural integrity.
- d. Materials shall be carefully selected which are historic period appropriate.
- e. New construction shall be complementary in scale and detail to existing buildings including story height, material, size and rhythm of window and door fenestration.
- f. Maintenance and Preservation and Repair-in-kind shall be the accepted method of Rehabilitation of all existing buildings and structures. US Department of Interior *Standards for Rehabilitation* [<http://www.nps.gov/tps/standards/rehabilitation/rehab/stand>] describe acceptable means and methods and shall be considered requirements to all Preservation and Rehabilitation activities.
- g. Existing buildings and structures to be retained shall be preserved and rehabilitated in accordance with standards referenced above.



Figure 18: Primary points of entry to all uses shall be clearly identifiable and material treatment and detailing shall be appropriate and differentiated for each use. Scale shall address pedestrians. Transoms and sidelights, porticos, awnings and canopies can be used to express an industrial aesthetic and unique architectural quality, as shown in these examples to the right, as compared to existing conditions shown to the left. **38**

“Demolition by neglect” is not permitted.

- h. Industrial elements and historic components which define the practical and historic use of the site shall be retained and preserved including but not limited to smokestacks, vents, fire escapes, loading docks, original sliding warehouse doors, roof mounted structures, water tower, hydrants, hardware, signage (including all painted and ghost signs), and other defining architectural features (Figure 22a).
- i. Retain framing structures and other original built elements, even if no longer in use, to the greatest extent possible for continued service or as interpretive features to describe and mark the history of use.
- j. No building in part or whole and no historic built element or feature shall be demolished unless determined to be necessary and authorized by the Redevelopment Entity in the Redevelopment Agreement.
- k. An appropriate penalty shall be addressed in the Redevelopment Agreement for any unnecessary or unapproved demolition or construction activities that negatively impact continued occupancy of existing tenancy in existing buildings to remain per the Redevelopment Agreement.
- l. Building materials typical to the historic period of the original Neumann Leathers structures shall be used including brick masonry, bluestone, limestone, metal, glass, wood, concrete, and steel. New materials must be consistent in nature of equal or greater quality, used to complementary and compatible affect. No stucco or Exterior Insulative Finishing Systems shall be utilized. Design of new elements with approved materials shall creatively reinforce and interpret historic industrial character.
- m. Rehabilitation and preservation practices shall not damage existing facades, and shall comply with referenced standards and current code requirements. All materials, including brick and mortar used for rehabilitation and repair shall match original in color, material, texture, dimension, profile and all visual and material aspects. If replacement windows are required, replacement in kind with original materials is optimal, however replacement windows may be allowed, if consistent with the visual effect of original windows,

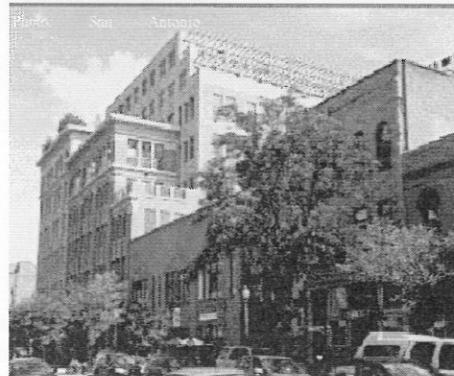
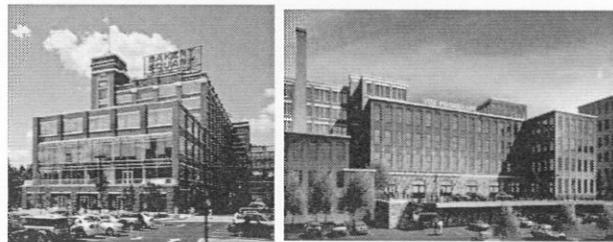


Figure 25.19: New facades shall clearly articulate massing compatible to the existing plant, and utilize progressive setbacks which respect adjacencies and diminish the effect of heights greater than existing structures, when viewed by pedestrians. Setbacks in interior courtyards shall be provided to expand the experience of the sky and reduce shadow effect. Setbacks can be articulated with simple banding or cornices.



in terms of profile, dimensions, and configuration. In existing or new windows, provide clear transparent glass (restoration glass is preferred but not required).

- n. Do not paint unpainted masonry. Comply with standards when removing paint or cleaning brick with only gentle non-abrasive methods. Use sacrificial mineral based waterproofing only if there is evidence of severe water penetration in the brick.
- o. Blocked window openings shall be uncovered and outfitted with new windows to match original windows in material profile and configuration based on historic documentation. Restoration of original window and door openings is required to the maximum extent feasible. Alteration of window openings or loading docks shall be considered with Planning Board approval when required for effective adaptive reuse of existing structures and for compliance with the Uniform Construction Code and the Americans with Disabilities Act.
- p. As rehabilitation may encompass façade restoration including window and lintel replacement, building system and life and safety upgrades, and structural repair, phasing is a reasonable approach to compliance with redevelopment goals to maintain active tenancy.
- q. Interior spaces, and the elements within them, add to the industrial historic character, and as such shall not only be retained in so far as possible, but shall also guide new development. These features include high ceilings, open bays, exposed structure, unadorned window openings, railings and stairways of simple exposed metals, cranes and industrial out-fittings, timber and concrete framing.
- r. New building design shall be compatible with, but not replicate, historic fabric and shall include: Facades of rational composition that respect and complement original industrial facades; Massing which respects adjacent structures and utilizes setbacks for stories higher than existing buildings, as set forth in bulk requirements to reduce any impact on existing fabric or the experience of the

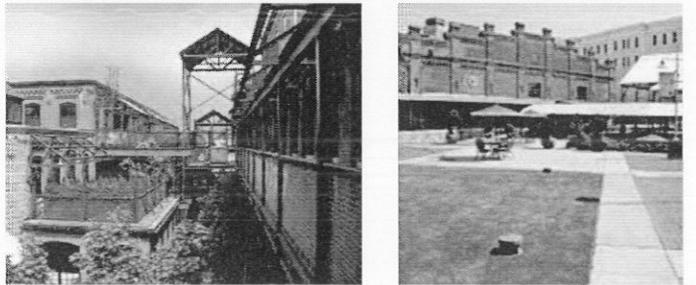
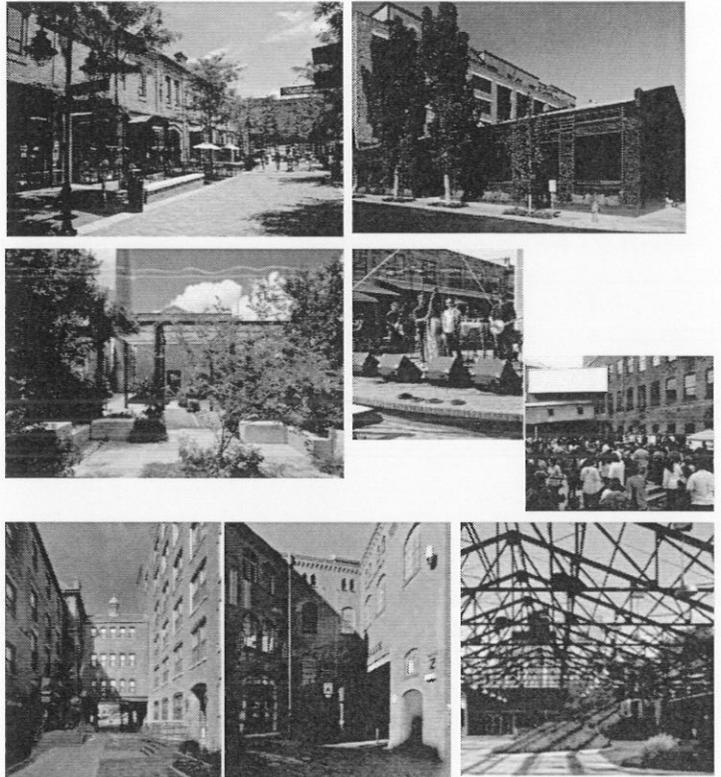


Figure 16-20: Buildings of mixed use should articulate change in use primarily in the treatment of fenestration, signage and awnings.

pedestrian; Roof shapes with flat or simple forms to complement existing flat roofs; windows and doors that complement original historic features and which reflect the regular rhythm of fenestration found in existing structures; screening of new rooftop equipment; sustainable design including engineered green roofs and terraces; door hardware, railings, and lighting fixtures of finish and style appropriate to the character of the site; wood and steel configurations scaled to and compatible with industrial references (Figures 17-18 - 19-20).

- s. New buildings shall be designed with each facade treated as a front facade. Architectural materials shall be consistent on all sides of the building. The use of substitute material on secondary facades will require planning board approval.
- t. At new buildings, window fenestration shall be regular and rhythmic, with proportions that are compatible with existing industrial fabric, with operable windows. Strip windows are not permitted. The bay configuration of the upper facade shall be reflected at the street or plaza/courtyard level for vertical organization of the facade. Storefront glazing shall be limited to retail and commercial use which fronts the street or interior courtyards and plazas.
- u. Utility rooms may occupy no more than fifteen (15%) percent of any single facade.



**7.5.2 Guidelines for the Site**

Comprehensive site design and appropriate selection of materials for site rehabilitation and new improvements are important in reinforcing the historic industrial character of the complex. The Plan requires improved streetscapes along municipal frontage; new circulation patterns to allow for safe and welcoming pedestrian access, and clear delineation of pedestrian and vehicular circulation; expanded and flexible use of new interior site courtyards and plazas which support varied coexisting uses. Design strategies shall address both the practical working requirements of Industrial/Arts use and new residential and commercial use.

**1. Guiding Principles**

- a. The preservation and enhancement of the historic character of the site.
- b. Provision of visually pleasing, inviting, and safe pedestrian circulation.
- c. Provision of clear delineation between vehicular/ loading access and pedestrian access.

Figure-23: The Observer Highway site frontage shall be streetscaped similarly to the top images above, while interior spaces shall be designed for active pedestrian and public use in a way that will invite the neighborhood to engage the site, as shown in the middle and lower images above.

- d. Provision of expanded flexible, varied outdoor open space, covered courtyard space, and landscaped green space at grade levels and at roof and balcony levels.
- e. Site improvements shall incorporate and support bicycle use and public transit.
- f. Plaza areas shall incorporate permeable materials and/or stormwater retention or detention systems.

## 2. Requirements

- a. Original historic features shall be preserved, replaced-in-kind, and be retained or relocated for continued use or creative interpretation.
- b. Materials and finishes shall be consistent with historic context.
- c. Historically appropriate materials such as brick, bluestone, cobblestone, concrete and steel shall be utilized for site walls, stairs, ramps and pavement. Materials which aid in stormwater management may also be appropriate, when compatible and well integrated.
- d. Provide well lit, secure pedestrian access along interior site pathways and pathways to interior frontage.
- e. New street furnishings, lighting, awnings and signage, etc., shall be compatible with the historic character of the site in design, materials, color and scale. Loading docks, alleys, remnants of rails, and other historical features shall be preserved in place or expressed in rehabilitated conditions.
- f. Provide creative use of materials to provide pedestrian scale in the texture and form of hardscape and softscape, in pavement, trees and plantings, amenities, (e.i. transit shelters, site lighting, benches, bicycle racks, furnishings, planters, bollards, waste receptacles, etc.) along all municipal street frontages to protect and enhance safe and pleasant pedestrian movement and in the interior site as appropriate. Street trees shall not obscure entryways. Existing wide planting strips along Observer Highway

shall be enhanced to provide a variety of attractive plantings and pedestrian amenities

- g. Maintain and improve original building entries and clearly define primary points of access and use. Clearly delineate loading areas and truck access. If Industrial/Arts access is shared with pedestrian access at loading docks, provide guardrails and other safety improvements. All pathways shall incorporate measures for pedestrian and vehicular safety, such as scored surfacing or a change to the material in the sidewalk in front of loading zones, vehicular crossings, etc, and shall comply with State and Federally mandated ADA requirements.
- h. All existing paved areas are to be redesigned and improved to meet Plan requirements for open space. Retain or reuse original historic materials that are uncovered during construction as appropriate and applicable.
- i. Demolition shall be selective and limited for the purposes of accommodating adaptive reuse, new construction, areas of expanded, shared and flexible site improvements and enhanced public access.
- j. Open space in courtyards shall be provided with park like features for shade and passive enjoyment, support for new commercial activity, play space and flexible gathering and event use.
- k. Outdoor plazas and courtyards shall be generally available to for public use during reasonable hours to be established in the Redevelopment Agreement. Such outdoor spaces shall be designed to function as outdoor "rooms" and accommodate the display of public art and incorporation of one or more sculpture gardens for display of resident artist work. At a minimum, the Lower Plaza as shown in Figure 44-12 shall be established as a public walkway through an access easement with reasonable provisions for security as stipulated in the Redevelopment Agreement.
- l. Rooftop gardens are encouraged as an integral part of both the system of private and public open space and 50% of all flat roof surfaces shall be designed as a rooftop garden, green roof, or

vegetative rooftop. Such rooftop open space shall be equally distributed between public and private users.

**7.5.3 Signage**

Existing historic signs contribute to the character of the complex and shall be maintained and preserved; new signage shall respond to context in compliance with municipal regulations. A signage plan for the entire site is to be submitted for review by the City and included in the Redevelopment Agreement(s).

**1. Guiding Principals**

- a. Preserve historic signage
- b. Respect historic context; utilize historically appropriate materials
- c. Reinforce pedestrian scale
- d. Avoid sign clutter
- e. Encourage involvement by resident artists in signage design

**2. Requirements**

- a. Signs are an element of planning and design review and shall comply with municipal standards.
- b. Historic signs, such as ‘ghost signs’ or other signs characteristic of the complex’s historic past, shall be maintained, preserved and repaired in kind if disturbed by required building rehabilitation.
- c. New signage shall comply with municipal standards but shall be fabricated in materials and styles consistent with and compatible to the historic industrial character of the site.
- d. Resident artists shall be consulted by the redeveloper for creative signage concepts and the Planning Board may approve such signage in lieu of strict application of City signage standards.
- e. No new signage shall obscure historic features.

g. New directional signage and public signage shall comply with the City of Hoboken adopted Wayfinding Signage Guidelines.

h. Interpretive signage shall be provided in plazas that recalls Hoboken’s industrial heritage and prior uses of the site.

i. An art element or sign acknowledging that this is a building supporting the arts shall be incorporated into the site.

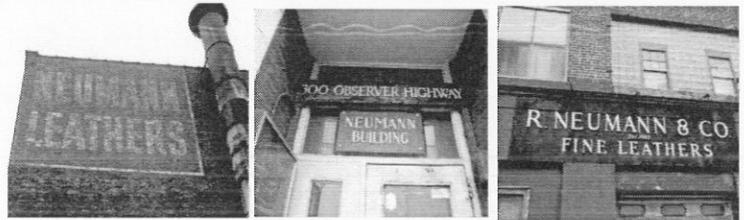


Figure 22a: Historic signage is a valuable asset to be retained and preserved.

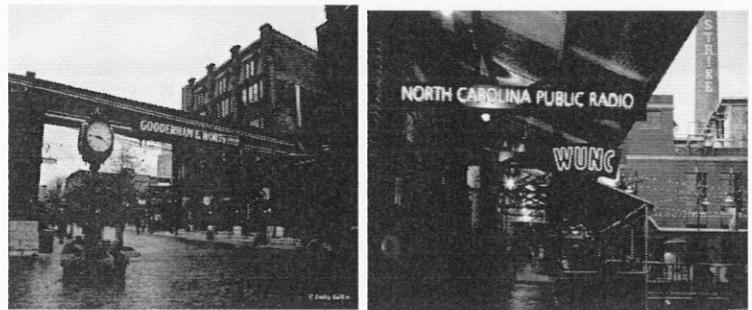


Figure 22b: New signage should express the historic industrial character of the site in materials and design.

f. Signs shall not be internally lit and shall employ historically appropriate and compatible glare free lighting

### 7.5.4 Sustainability

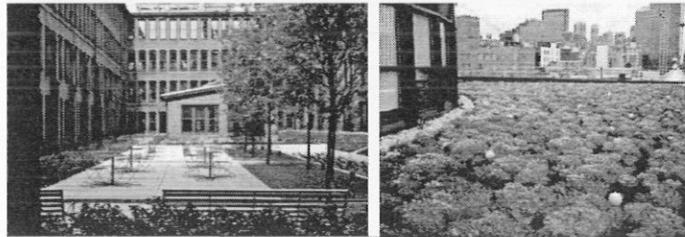
Environmentally conscious strategies and preservation of historic buildings reduce the consumption of resources and support municipal policies for sustainability.

#### 1. Guiding Principals

- a. Retain and rehabilitate existing Neumann Leathers buildings.
- b. Provide new construction for buildings and structures that advance high performance reduction in energy use and address sustainability in all aspects of design.

#### 2. Requirements

- a. Design for rehabilitation and redevelopment shall be consistent with referenced standards and LEED for Neighborhood Development Sustainability Checklist appendix, shall address reduction of wastewater and storm water, and shall address prerequisites and contain strategies for obtaining minimal credits—such as: Certified Green Building, Minimum Building Energy Efficiency and Innovation Credits.
- b. New construction shall incorporate the use of salvaged materials, recycled materials, regionally produced materials, renewable materials, materials with low or no VOCs in accordance with referenced standards.
- c. Design shall incorporate appropriate areas for collection and storage of recyclable materials and refuse.
- d. Parking garage areas shall accommodate alternate energy vehicles and secure bicycle racks. Bicycle racks shall also be located in open site areas convenient to primary entries. Weather protection/shelters shall be provided as integrated site elements, to support public transit.
- e. New infill construction and substantial rehabilitation of existing buildings shall incorporate potable water conservation standards, to include, at minimum, the use of captured rainwater for irrigation and the use of low-flow plumbing fixtures.



*"The greenest building is ...  
one already built."*

Carl Elefante, National Trust

Figure 48-23: Green roofs and Green terraces shall allow for a variety of rooftop gardens and vegetated rooftops, in addition to utilization of balcony planters. A complete roof system (waterproof membrane, root barriers, drainage provisions, filter matting, soil, plants and mulch) should enable and protect plant growth and with minimal irrigation integrated into a rainwater collection system.

Redevelopment and rehabilitation areas are generally in the lower elevation portions of the City, and previous investigations have indicated little to no ability of the subgrade to provide storage and infiltration. Therefore, new redevelopment projects, street reconstruction and park design will need to provide storage volumes through methods such as green roof applications and surface and subsurface storage systems in cisterns or stone trenches capable of slow release of ~~stromwater~~ stormwater back into the CSO system at non peak flow times.

The following are general design criteria and methodology to be used to determine the volumes to be addressed, and the ability of an area to support green infrastructure and to provide for effective stormwater management.

**Methodology**

It has been the intent of most green stormwater systems to evaluate the possibility of intercepting the initial 1" to 1 1/2" of rainfall, and divert it to an alternative drain system that can infiltrate and / or store the potential runoff.

Current design standards encourage the introduction of innovative approaches as to how this can be achieved, but have generally led to the installation of green roof systems, combined with porous and pervious surface systems, which include rain garden areas, shade trees and landscaping to mitigate stormwater prior to it reaching the existing inlets to the CSO system.

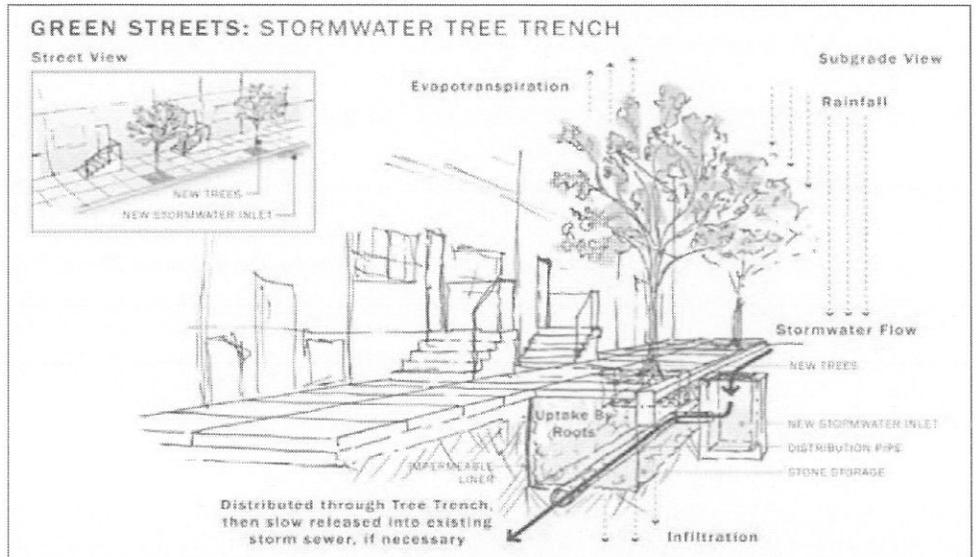


Figure 23-24: Sketch of "green" trench design for intercepting stormwater.

These standards encourage the introduction of green inlets, which can capture water for distribution to a trench stone or other manufactured drain system, such as, storm crates, upstream of existing City inlets (which are connected to the citywide CSO system), to divert and intercept runoff.

As illustrated in Figure 23-24, the general idea is to intercept rainfall and to develop sufficient systems for storage and potential reuse of the stormwater rather than or prior to discharge into the CSO system.

Typically the calculations have been based upon the capacity of any given area to handle volumes generated by a 1 1/2" storm event, but for planning purposes both 1" and 2" events should be considered by the following formula:

**CITY OF HOBOKEN**  
**Hoboken Planning Board**

**Chairman**

Gary Holtzman

**Vice Chairman**

Frank Magaletta

**Planning Board Secretary**

Patricia Carcone



**DAWN ZIMMER**  
**Mayor**

**Commissioners**

Caleb Stratton

Brandy Forbes

Jim Doyle

Ann Graham

Caleb McKenzie

Ryan Peene

Rami Pinchevsky

**1st Alternate**

Kelly O'Connor

**Memo**

**To:** City Clerk

**From:** Patricia Carcone, Planning Board Secretary

**Date:** November 17, 2015

**Re:** November 10, 2015 Planning Board Review of the Redevelopment Plan:  
Neumann Leathers Rehabilitation Area

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On November 4, 2015 the Hoboken City Council referred the the Redevelopment Plan: Neumann Leathers Rehabilitation Area dated October 15, 2015 to the City of Hoboken Planning Board for review and recommendations in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:121A-7(e).

Local Redevelopment and Housing Law N.J.S.A. 40A:121A-7(e). requires that the Governing Body refer to the Planning Board all proposed development regulations, amendments, and revisions thereto so that the Planning Board can report whether the proposed is consistent with the Master Plan.

On November 10, 2015, the Planning Board conducted a review of the proposed Redevelopment Plan: Neumann Leathers Rehabilitation Area and found the plan consistent with the Master Plan with recommendations. Attached is a copy of the signed resolution and recommendations.

  
Patricia Carcone  
Planning Board Secretary

Enclosures: Resolution Memorializing Review and Recommendations to City Council Regarding an Ordinance Adopting Redevelopment Plan: Neumann Leathers Rehabilitation Area(Z-382)

Cc. Alysia Proko, Corporation Counsel(email only)  
Brandy Forbes, Director Community Development(email only)

**RESOLUTION MEMORIALIZING REVIEW AND RECOMMENDATIONS  
TO CITY COUNCIL REGARDING AN ORDINANCE ADOPTING  
“REDEVELOPMENT PLAN: NEUMANN LEATHERS REHABILITATION  
AREA”**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “LRHL”), authorizes a municipality to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation; and

**WHEREAS**, in accordance with the LRHL, the City Council of the City of Hoboken (“City Council”) adopted Ordinance No. Z-382 on November 4, 2015, to create a Redevelopment Plan known as the “Redevelopment Plan: Neumann Leathers Rehabilitation Area” (the “Redevelopment Plan”) for the rehabilitation of certain properties known and designated on the Tax Map of the City of Hoboken as Block 2, Lots 12 through 26, and Block 2.1, Lots 1 through 10, being also known as 300 Observer Highway, as well as the Observer Highway right-of-way from Jefferson Street to Hudson Street, and the Newark Street right-of-way from Observer Highway to Willow Avenue, which were determined to be an area in need of rehabilitation pursuant to N.J.S.A. 40A:12A-1, et seq.; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-7(e), City Council passed a Resolution on November 4, 2015, submitting the Redevelopment Plan to the Planning Board of the City of Hoboken (the “Board”) for its review and recommendations, including any modifications, for City Council’s consideration; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-7(e), the Board’s Conflict Planner, Jessica L. Giorgianni, PP, AICP, of H2M Associates, Inc., transmitted a report dated November 5, 2015, attached hereto as Exhibit “A,” concluding that the Redevelopment Plan is substantially consistent with the City of Hoboken 2004 Master Plan, which outlines the City’s land use objectives, principles, assumptions, policies, standards, and plans, as well as the 2010 Master Plan Reexamination Report, namely by promoting the rehabilitation of historic structures, fostering arts-related development, encouraging pedestrian-friendly improvements, and promoting green infrastructure and appropriate stormwater management; and

**WHEREAS**, the Board concurs with the letter from the Board Planner dated November 5, 2015; and

**WHEREAS**, at the Board's regular meeting of November 10, 2015, the Board conducted a thorough review of the proposed Redevelopment Plan, listened carefully to the Public's comments and determined that the Board should make recommendations, notwithstanding the fact that the Board found the proposed redevelopment plan to be consistent with the City's Master Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 10th day of November, 2015, upon a motion made by Commissioner Ryan Peene and seconded by Commissioner Ann Graham that the Board has reviewed the proposed "Redevelopment Plan: Neumann Leathers Rehabilitation Area" and has determined that it is consistent with the Master Plan; and

**AND, BE IT FURTHER RESOLVED**, that the Planning Board makes the following recommendations to the Governing Body:

1. Under Bonuses, Repair and Relocation on page 32 of the draft Redevelopment Plan there is discussion of rent levels to be obtained. It is recommended that the rents be determined through a financial analysis at the time of negotiating a redevelopment agreement, but not to exceed the regional market rate based on use and unit size, rather than specifying the rent amount in the Redevelopment Plan.
2. The Redevelopment Plan should incorporate the new complete street standards and design standards into the Redevelopment Plan.
3. For the Grand Street extension, the City Council should consider flexibility in the use of this street for pedestrians and bicycles.
4. Regarding signage, it is recommended that the City Council add to the Redevelopment Plan the City's new wayfinding signage guidelines. Also, with regard to signage, add provisions encouraging interpretive signage in plazas so as to recall Hoboken's industrial heritage and prior uses of the site. Finally, an art element

acknowledging that this is a building and project supporting the arts should also be incorporated.

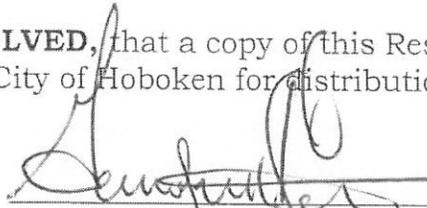
5. The Redevelopment Plan should have requirements for provision of indoor bike parking and encourage the redeveloper to provide bike share stations and car sharing spaces for those programs.
6. It is recommended that Figure #22a in the presentation dated November 5, 2015 by Maser Consulting identifying the buildings to be preserved be corrected and added to the Redevelopment Plan to clarify which buildings should be preserved, along with a list of the buildings to remain and a list of types of elements to be preserved.
7. The Redevelopment Plan should address loading docks with more specificity.
8. The City Council should consider whether dog parks should be included in the Redevelopment Plan.
9. It is recommended that the City Council consider modifying the ABC ordinance to effectuate a restaurant row type of atmosphere in the Redevelopment Plan area.
10. Implementation of this Redevelopment Plan should be coordinated with the construction of other redevelopment plans in the area to address conflicts.

VOTE ON ROLL CALL:

IN FAVOR: Frank Magaletta; Stratton; Brandy Forbes; James Doyle;  
Ann Graham; McKenzie; Pinchevsky; Ryan Peene;  
Gary Holtzman

OPPOSED: None

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be forwarded to the Clerk of the City of Hoboken for distribution to City Council.

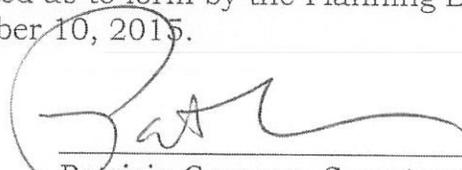


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Gary Holtzman, Chairman  
Hoboken Planning Board

### **CERTIFICATION**

It is hereby certified the attached is a true copy of the Resolution considered and duly adopted as to form by the Planning Board at its regular meeting on November 10, 2015.



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Patricia Carcone, Secretary  
Hoboken Planning Board



architects + engineers

119 Cherry Hill Road, Ste 200 tel 862.207.5900  
Parsippany, NJ 07054 fax 973.334.0507

## MEMORANDUM

**TO:** Ms. Patricia Carcone  
Planning Board Secretary

**FROM:** Jessica L. Giorgianni, PP, AICP

**RE:** Redevelopment Plan for Neumann Leathers Rehabilitation Area

**DATE:** November 5, 2015

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On November 4, 2015 the Hoboken City Council referred the proposed "Neumann Leather Redevelopment Plan" dated October 15, 2015 to the City of Hoboken Planning Board for review and recommendation in accordance with the local redevelopment and housing law, N.J.S.A 40A12A-7(e).

This office has reviewed the draft Neumann Leathers Redevelopment Plan dated October 15, 2015 and the City's Master Plans (2004 Master Plan and 2010 Master Plan Reexamination Report.) Based on the below analysis, the Redevelopment Plan is substantially consistent with and designed to effectuate the City of Hoboken Master Plan.

### **CITY OF HOBOKEN 2004 MASTER PLAN**

The policies and recommendations within the applicable Elements of the City of Hoboken 2004 Master Plan that relate to, or are relevant to, the Neumann Leathers Rehabilitation Area Redevelopment Plan are presented as follows.

#### **A. Existing Land Use**

1. *Promote and enhance Hoboken's historic character.* The proposed retention and rehabilitation of multiple existing buildings (140,000 square feet) within the historic Neumann Leather complex address this recommendation; their retention shows that Hoboken values its industrial past as an industrial city and serves to "reinforce what separates [the City] from suburban communities, or even from other urban areas that no longer have these traits," as promoted in the Master Plan.
2. *Continue to promote a pedestrian-friendly environment.* The plan emphasizes pedestrian activity by requiring areas of ground-floor retail and restaurants; creating well-lit pedestrian pathways through internal public plazas; requiring streetscape improvements; and removing the existing off-street surface parking areas. This objective could be strengthened in the Plan by providing sidewalk and streetscape requirements for Observer Highway, Willow Avenue and Newark Street, as well as a cross-section and design requirements for the new Grand Street extension.
3. *Maintain an appropriate mix of land uses (i.e., a "wide range of uses can coexist in a small area").* The Plan allows for a mix of industrial artisan, retail/service, residential, office, and other uses throughout the Neumann campus, in line with this recommendation.
4. *Locate uses that require large amounts of parking and vehicular traffic away from residential areas and the City's core.* The Master Plan states that automotive-oriented commercial development is

incompatible with the pedestrian-oriented nature of much of Hoboken. While the Redevelopment Plan does not propose uses that require “large amounts of parking and vehicular traffic,” the Plan is proposed as an “Overlay Zone,” which allows the underlying I-2 zoning to be applied to the site. The I-2 zoning allows auto-oriented uses not recommended by the Master Plan (i.e., storage and distribution facilities, public parking, and automotive sales, service and washing as conditional uses), which is incompatible with the vision of the Redevelopment Plan.

5. *Promote compatibility in scale, density design and orientation between new and existing development.* The Plan makes clear the relationship between the height of existing and proposed buildings. New buildings are required to “step-back” in height at the rooflines of adjacent, existing buildings (i.e., at 6 stories). New buildings step-up in height to meet the height of the existing condo building to the west. The orientation of new buildings are designed with appropriate street- or plaza-level frontage, and fit within the context of the Neumann campus.
6. *Continue to hide parking on the ground level of buildings (and regulate the size and appearance of garage doors and windows, as well as exterior finish.)* According to Figure 12, a loading/parking entrance will be along the Grand Street extension of the new building. The permitted uses within “newly constructed buildings” (p. 26), however, do not include structured parking, so it is unclear if infill buildings in Section will have integrated structured parking. An above-ground parking garage is proposed for Sections B and C. The Plan could be strengthened by requiring or referencing architectural design standards for structured parking.
7. *Enact “green architecture” requirements.* The Plan requires (p. 33) that “either the rehabilitation of the Neumann Leathers building, or one or more of the new infill buildings, be certified under one of the LEED rating systems, and that at least one principal building achieve a LEED Gold certification.” This component of the Plan could be strengthened by specifying how obtaining LEED certification and municipal approval will be coordinated, particularly if a Redeveloper Agreement and/or site plan approval is conditioned on a project obtaining LEED certification. Furthermore, within the Plan’s Design Standards, there are some Sustainability requirements (p. 44) and design standards for green stormwater management (p. 45). The wording of Sustainability Requirement #2a (p. 44) could be revised to improve clarity- i.e., it is unclear what is meant by “referenced standards” and if the Developer/applicant is required to submit the LEED-ND Sustainability Checklist with their application.
8. *Provide additional public art, design features and interpretive signage.* One of the “Guidelines for the Site” (letter “k,” page 42) is for the outdoor plazas and courtyards to accommodate the display of public art and incorporation of one or more sculpture gardens for display of resident artist work. The Plan calls for the preservation of historic signage, and the consultation of resident artists for creative signage concepts (letter “d,” page 43). This element could be strengthened by requiring interpretive or educational signage and creatively designed plaques explaining the site’s history.
9. *Discourage the unnecessary demolition or other destruction of historic resources, including buildings as well as features such as signs, smokestacks and other relics of Hoboken’s industrial past.* Per the Design Standards for historic preservation (p. 39), “industrial elements and historic components which define the practical and historic use of the site shall be retained and preserved,

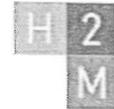
*including but not limited to smokestacks, vents, fire escapes, loading docks, original sliding warehouse doors, roof mounted structures, water tower, hydrants, hardware, signage (including all painted and ghost signs, and other defining architectural features (Figure 22a)."*

**B. Open Space, Recreation & Conservation Element**

1. *Maximize park and recreation opportunities for residents.* The Plan proposes creating plaza space within the center of the site that would be open to the public. Upon construction, the City should consider formally naming the plaza and including it as a destination point along the City's proposed "Green Circuit."
2. *Involve the private sector in creating open space.* The development of the publicly accessible plaza space and green roof space will be required as part of an overall redevelopers agreement with the selected developer, meeting this recommendation.
3. *Require street trees as part of development applications.* Per the Infrastructure requirements (p. 52), the redeveloper is required to provide street trees and other landscaping. In addition, the "Design Standards for Green Infrastructure" encourage green inlets and stormwater tree trenches (p. 46). The Plan does not provide or reference a streetscape design plan, which would indicate number, spacing, type, size, and planting requirements of new street trees.
4. *Provide more recreation and parks through better utilization of land (i.e., on green roofs).* The Plan encourages rooftop gardens and requires that 50% of all flat roof surfaces be designed as a rooftop garden, green roof, or vegetative rooftop that is equally distributed between public and private users. It is unclear if the requirements apply to existing or new buildings, or both. Public access rooftops should be protected by easement or other restriction.
5. *Create a Green Circuit in the City to link recreational and other amenities.* The Master Plan's Open Space Concept shows that the southerly boundary of the proposed "Green Circuit" around the City extends along Observer Highway. The site has significant frontage along Observer Highway, but the Green Circuit tie-in is not addressed in the draft Redevelopment Plan.

**C. Community Facilities Element**

1. *Promote the creation of cultural and arts facilities.* The continuation of the existing Neumann building as a place for artisans, makers, and musicians to work, will help to keep such artists in Hoboken. Furthermore, with the plaza space designed for public access, it can be a place for live music/art display/performance, as per Goal 3 on page 14.
2. *Require a "percent for arts" set aside.* The Master Plan recommends new developments provide a financial set aside for publicly displayed art and sculpture, historic interpretations, etc. This is not addressed in the redevelopment plan; although the City could incorporate it into a redeveloper agreement.
3. *Promote the improvement of utility systems (and require utility upgrades of developers).* While the Plan notes the 100-year old combined sanitary and storm sewer system within the street frontages, it does not require the redevelopment incorporate a new, separated system. Rather, the Plan promotes various applications (underground storage and green infrastructure) to divert and reduce



the volume of stormwater flowing into the CSO. As suggested in the Master Plan, the developer should be required to work with the North Hudson Sewage Authority to determine the off-tract improvement allocations needed to upgrade the system.

4. *Encourage environmentally sensitive and sustainable design by incorporating LEED rating system in the development application checklist. See A7 above.*
5. *Promote creation of green roofs and parking lots. See B4 above.*
6. *Address drainage problems in the City's flood zones. The Plan acknowledges the site is within the City's most vulnerable flood zone and requires that projects comply with the City's Flood Damage Prevention Ordinance. The plan promotes on-site stormwater retention through green infrastructure, such as the use of green stormwater tree trenches.*
7. *Encourage the replacement of the existing combined sanitary and storm sewer system. See C3 above.*
8. *Encourage the removal of overhead utility wires. Require wires be buried in conjunction with new redevelopment projects. The Plan is not specific about overhead utility wires, but Section 8.5 (p 50) generally states, "All utilities shall be placed underground."*
9. *Reduce waste and promote recycling. The City is furthering this objective by requiring the preservation of many of the Neumann Leathers buildings, rather than allowing demolition.*
10. *Promote the reduction of excessive noise and air pollution. Under Section 8.15, the Plan recommends a noise provision be incorporated into the redeveloper agreement. It states, "artists and artisans include musicians, sculptors, machinists, woodworkers and others who may work and generate sound at unusual hours. Most of the potential conflict can be avoided by not permitting residential units in the existing Neumann Leathers buildings. However, input from the Neumann Leathers Tenant Association, or any equivalent organization representing the tenants in the complex, is encouraged to ensure that the Redevelopment Agreement adequately addresses this issue."*

#### **D. Circulation and Parking**

1. *Enhance walkability throughout the City. See A2 above.*
2. *Encourage walking and bicycling between Hoboken and adjacent municipalities. The intersection at Newark Street and Observer Highway is an access point/gateway between Hoboken and Jersey City, and both streets serve to accommodate pedestrian and bicycling traffic between the two Cities. The intersection is within the Rehabilitation Area (p.5), but specific improvements are not detailed.*
3. *Promoting bicycling as a mode of transportation. Require bicycle storage facilities in new development. The Plan states that "the 2010 Hoboken Bike-Ped Master Plan recommends priority intersection improvements at the Willow Street and Observer Highway intersection and traffic calming measures along Observer Highway. Additionally, within the vicinity of the Neumann Leathers Rehabilitation Area, the Plan recommends dedicated bike lanes for Newark Street and*

*Willow Street and shared lane markings for Observer Highway.* The Plan does not provide or reference design requirements, nor indicate which right-of-way design/infrastructure is to be completed by the designated redeveloper. The Sustainability design guidelines (p 44) require bike racks be placed in the parking garage and in open site areas convenient to primary entries, but are not required in areas for indoor bike parking/storage.

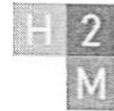
4. *Create a multi-use circuit around the City, if possible adjacent to the light rail tracks.* See B5 above.
5. *Maximize the use of alternative vehicles.* The Plan states “parking garage areas shall accommodate alternative energy vehicles...” (p. 44).
6. *Promote shared parking for multiple uses.* The Plan allows up to 10% of required parking for residential and industrial arts to be used to meet the retail parking requirements (p. 27)
7. *Provide additional on-street parking on Newark Street west of Willow Avenue by changing it from a two-way to one-way street (westbound).* The designated Rehabilitation Area includes the full right-of-way of Newark Street, but the Plan does not address this recommendation.
8. *Promote the location of rental car and Zipcar facilities in parking garages.* This is not addressed in the Plan.
9. *Employ traffic calming; such as streets that intersect with Observer Highway.* The Plan references the City’s Bicycle and Pedestrian Plan, which recommends priority intersection improvements at the Willow Street and Observer Highway intersection and traffic calming measures along Observer Highway; however, the plan does not specify improvements.

#### **E. Housing**

1. *Provide additional affordable units in new residential developments.* The Plan requires affordable housing be provided per the City’s inclusionary requirements for residential development; developers of infill buildings are also permitted to building an additional 20 feet in height (130 feet max) if needed for “*the sole purpose to accommodate the bonus of up to 20 dwelling units, so long as those units are workforce level housing with rent restrictions affordable to a household income of 150% of median income.*”
2. *Require a minimum average unit size in new developments (to allow developers to choose the mix of apartments, without permitting only smaller units not conducive to families).* The Plan addresses this by requiring that the average unit size be 1,000 sq. ft., and that a minimum of 10% of units be for 3 bedroom units.

#### **F. Historic Preservation**

While the subject properties are not listed on the State or National Registers of Historic Places, the Historic Preservation Element cites the Former R. Neumann & Co. Tannery in Table VIII-3 of the Master Plan as “*Properties Outside of Identified Districts Which Have Been Cited by Consultants as Potentially NR Eligible.*” In this case, the site was identified in the 1991 NJ Transit Hudson River Waterfront Alternatives Analysis Draft EIS.



1. *Safeguard the heritage of Hoboken by preserving buildings and other features within the City that reflect elements of its cultural, social, economic and architectural history.* The Plan emphasizes the importance of the site as a part of the City's industrial past, and calls for retaining and rehabilitating the Neumann Leathers complex and continuing its function as industrial arts space.
2. *Publish more detailed design guidelines (to help reduce ambiguity on the part of applicants and lead to more predictable results).* Design standards for Historic Preservation of Buildings/Facades start on page 38 of the Plan.
3. *Encourage contemporary building designs for new construction that complement Hoboken's historic buildings without mimicking them.* The City should enact standards for... any new construction on property occupied by a historic structure. Design standard "r" on page 40 states "new building design shall be compatible with, but not replicate, historic fabric..." and requires facades and massing that respect adjacent structures; and roof shapes, windows and doors that complement original historic features.
4. *Encourage the continued use of historic and/or noteworthy buildings, structures, objects, and sites and facilitate their appropriate reuse.* See G1 above. In addition, the Plan helpfully provides some examples of "historic industrial structures and original elements" in Figure 16. This Figure could be improved if the photos had labels, naming the types of features desirable for preservation.
5. *Discourage the unnecessary demolition or other destruction of historic resources.* The Plan seems to allow for some demolition of the existing Neumann site, since not all existing buildings in Figure 6 are retained in the concept per Figure 11; it would be helpful for the Plan to specify which buildings can be demolished; Still, Design Standards "j" and "k" on page 39 state that "no building in part or in whole and no historic built element or features shall be demolished unless determined to be necessary ... by the Redeveloper Agreement" and that "an appropriate penalty will be addressed in the Redeveloper Agreement for any unnecessary or unapproved demolition..."
6. *Encourage the creation of historic plaques to commemorate Hoboken's past.* This is not addressed in the Plan. See A8 above.

#### G. Land Use Plan

Many of the recommendations in the Land Use Plan Element are similar to those in other elements and are not repeated here. The Land Use Plan Element has recommendations for specific areas in Hoboken, and places the Neumann site in the City's "Terminal Area" as well as the "West Side" (Southwest Area.), as follows:

##### (Terminal Area)

1. *Provide regulations to guide any possible redevelopment of the Neumann Leather property in an appropriate manner.* While nearly all other industrial uses in the southeastern portion of the City have disappeared, the Neumann Leather complex stands as a reminder of old Hoboken. The former factory is now occupied by numerous tenants ranging from artists to high tech companies. It is also a desirable location for redevelopment due to its proximity to Hoboken Terminal and its direct views of the Manhattan skyline over the New Jersey Transit rail yards. It also encompasses a sizable area

*with frontage on three major streets. For these reasons, the Neumann Leather property warrants special consideration as well as flexibility in its development regulations. Any redevelopment of this should include a mix of uses, possible density and/or height bonuses for provision of community amenities, and preservation of existing historic structures where possible. The zoning for this property should set some parameters, but allow some flexibility within certain bounds. It also may be appropriate to extend the zoning for this property across Willow Avenue to include the existing City Garage property, which is also a likely candidate for redevelopment, and the adjacent surface parking lot. As in other Terminal area sites, commercial development is preferred to housing, though the Neumann Leather complex might also lend itself to artist live/work/display space. This site will require additional study to determine how to balance competing interests such as access, parking, appropriate mix of uses, preservation of existing buildings, and provision of public amenities. The Redevelopment Plan is largely consistent with these recommendations, with the exception that the City Garage property is not included in the designated Rehabilitation Area and that live/work space is not contemplated due to the incompatibility between residential occupancy and industrial uses in the building.*

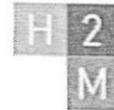
2. *Convert Observer Highway to Observer Boulevard. This street has the potential to be a defining gateway to Hoboken. The following principles should guide and improvements made to Observer Highway:*

- Improve its appearance to make it a more attractive gateway to Hoboken*
- Improve pedestrian safety while still accommodating high volumes of traffic*
- Create a bicycle path and/or bicycle lanes in the right-of-way*
- Provide a significant tree canopy*
- Maintain the existing number of resident parking spaces, and consider adding spaces on the north side of the street, which would be more convenient for residents*

The boundaries of the Neumann Leathers Rehabilitation Area include the length of Observer Highway, from its Intersection with Jefferson Street to the west, to its intersection with Hudson Street to the east. The Plan is not clear, however, how its inclusion in the Rehabilitation Area will translate into improvements that can address the Master Plan's recommendations.

**(Business Districts)**

3. *Promote a better mix of retail uses. There were also many in the community outreach process who called for more, and better, restaurants. Restaurants and bars are permitted in Sections A, B and C within the Plan. However, Hoboken's "500 Foot Rule" (Ordinance §68-7) requires there to be a distance of 500 feet between establishments having liquor licenses ("retail consumption licenses"). To successfully attract multiple restaurants to the Redevelopment Plan Area, it is recommended that the City consider amending the ABC Ordinance to exempt the Neumann Leathers Redevelopment Plan Area from the 500-foot distance restriction.*



(West Side Area)

4. *Redesign the street system in the southwest corner of the City. This area is a bottleneck due to the confluence of five of the nine vehicular access points to Hoboken here. Master Plan Map 13 "Southwest Area Concept Plan" shows a schematic design of possible changes, including converting Newark Street into a one-way westbound street, and vacating Newark Street between Adam's Street and Jefferson Street. These recommendations are not addressed in the Redevelopment Plan; however, the Plan incorporates the recommendation to extend Grand Street to Observer Highway.*
5. *Promote redevelopment that is more industrial in character. The Plan addresses this by continuing to permit industrial uses within the site. Permitted Uses include Industrial/Industrial Arts, Artist Studio, and Specialty Services (including technology and applied sciences fields) among other non-industrial uses (p. 25).*
6. *Save and highlight remaining industrial features (i.e., smokestacks, water towers). See A9 above.*
7. *Encourage use of cobblestone streets. The Design Standards for the Site indicate "Historically appropriate materials such as brick, bluestone, cobblestone, concrete and steel shall be utilized for site walls, stairs, ramps and pavement. Materials which aid in stormwater management may also be appropriate, when compatible and well integrated."*

(Land Use Plan Map)

8. The Land Use Plan Map recommends the site to be within a "B-3 Business 3" District described as, *"The properties included in this designation are located to the west of Hoboken Terminal along Observer Highway. Permitted uses in this area should include a mix of land uses. Relatively intense development in terms of height or density should be permitted only as part of a comprehensive redevelopment plan that includes public benefits, such as provision of public open space, preservation of historic buildings, and/or creation of transportation improvements."* The Redevelopment Plan is consistent with these recommendations since it calls for the provision of open space (i.e., plazas), the preservation of historic buildings, and a mix of land uses. The required transportation improvements are less clear in the Plan.

## 2010 MASTER PLAN REEXAMINATION REPORT

The 2010 Reexamination Report recommends a number of policy provisions that relate to the Neumann Leathers Rehabilitation Area. In some cases, the recommendations depart from the policy recommendations of the 2004 Master Plan. These are addressed below.

### A. In General

1. *Neumann Leather Tenants Association (NLTA): These tenants occupy a building complex that is among the few remaining factories in the City that are intact. The Neumann complex has been successfully reused by non-residential "arts and entrepreneurial businesses". Said businesses can be principally characterized as industrial artisans, artists and musicians. The NLTA was formed to protect the building site when a residential/mixed use development was proposed which threatened*

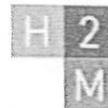
*to completely displace the "entrepreneurial, inventive and creative culture" within the building. Although the development proposal was denied by the ZBA, no regulations are currently in place to give solid "protection" to the existing use of the complex. Retaining such 21st century arts and industry uses is fundamental to maintaining the unique quality of the City. Once regulatory techniques are developed, the City may be able to provide additional space to grow this sector of the City's economy. By establishing regulations that require saving the historic buildings and promoting retention of existing tenants, the proposed Redevelopment Plan strives to accomplish this goal.*

**B. Land Use Plan Element**

- 1. Eliminate the Business [B] zones from Map 15 as follows: ... delete B-3 as it is comprised of the Observer Highway Redevelopment Area, the DPW Redevelopment Area and the Neumann site..." With this recommendation, presumably, the Reexamination Report intends that the property should remain under the I-2 zoning, rather than convert to a B-3 zoning, until such specific development regulations for the Neumann complex are adopted to "give it solid protection as a 21<sup>st</sup> Century arts and industry use," as per A1 immediately above. The Redevelopment Plan satisfies this need.*
- 2. Consider alternative zoning techniques, including arts & industry overlay zoning and the use of "area in need of rehabilitation" designation. The emphasis should be on protecting spaces where artists can work affordably rather than on where they can live. Artist housing may need to be subsumed into affordable housing considerations because "work/live" scenarios require a higher level of code compliance and result in more expensive space. Analysis of the issue has already been done by the Hoboken Arts and Industry Council and it should be utilized and expanded. Consistent with the Master Plan's goal to keep artist rental space affordable, the Redevelopment Plan does not permit live-work space in any existing or proposed buildings. However, the Redevelopment Plan could go further by requiring that a percentage of any new workforce housing be first offered to qualifying tenants working in the Neumann complex.*
- 3. Evaluate the City's redevelopment areas within the larger context of adopting climate change mitigation strategies. These areas can push the envelope and utilize creative techniques that go beyond sustainability with a vision to restore/regenerate the natural systems. The LEED requirements, flood retention, and green infrastructure recommendations in the Plan promote this objective.*

**C. Open Space Element**

- 1. Adopt the Open Space Plan Map (Appendix). The Master Plan map shows a "planned/possible new park" in the portion of Newark Street between Adams Street and Jefferson Street, which both Master Plans propose for vacation; this is not contemplated in the Redevelopment Plan.*
- 2. Reintroduce marshes with native plants and use other creative storm water and flooding mitigation strategies. The plan states (p. 45), "As outlined in Objective 2 of Goal 5, the intent is to reduce stormwater runoff and mitigate against flooding by incorporating green infrastructure as well as vegetation to the greatest extent within and around the development, including along sidewalks,*



*rooftop gardens, green roofs and walls, decks, and in the court yards and open spaces.”* It is not clear from the Plan language, however, if this is an “intent” or a plan requirement. Native plant usage is not mentioned.

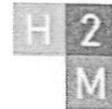
3. *Utilize porous pavement, structural soils and progressive storage systems to increase stormwater detention and infiltration when rebuilding parking areas, streets, sidewalks, walkways and planting areas.* The Plan suggests porous pavement and the use of green stormwater tree trenches. However, it is unclear if these techniques are recommended or required.

#### **D. Circulation and Parking**

1. *Continue to develop creative approaches to providing residents with the option of driving without the cost and hassle of car ownership through car-share programs.* The Plan could address this by allowing spaces in parking garages to be occupied by car rental and car share vehicles (and could be a way for developers to reduce overall parking requirements.)
2. *Develop off-street parking standards based on actual demand and reflect the symbiotic relationship between on-street and off-street parking resources.* There is no on-street parking along Observer Highway, and on one-side only of Newark Street, currently. The Plan does not address on-street parking, and if any changes are proposed.
3. *Allow reductions in parking requirements based on demand management efforts incorporated into development projects.* The Plan requires a Transportation Demand Management (TDM) Plan be developed, and authorizes reduction in residential parking requirements in the Redeveloper Agreement based on details of an approved TDM Plan (p. 32).
4. *Consider requiring transportation impact analysis for all projects that exceed certain established thresholds. These studies should address parking demand and impacts on both on-street and off-street parking supplies, impacts on bicycling and pedestrian safety (via accident analysis and field investigations), as well as conventional traffic analyses if warranted based on project location, size and projected trips.* The Plan does not require a transportation impact analysis.

#### **E. Development Regulations: Zoning & Redevelopment**

1. *Require, as part of the development process, that the applicant incorporate measures to handle all Flood Hazard Rules, new Stormwater Rules, etc., with on-site mitigation.* The Plan requires all new construction and substantial rehab comply with the Hoboken Flood Damage Prevention Ordinance, and that the City’s Flood Plain Administrator must review the project before it is submitted to the Planning Board (p. 34).
2. *Control impervious coverage; focus on providing as much “natural” and pervious coverage as possible.* The Plan allows for 85% maximum building coverage in Section A and 100% building coverage in Sections B & C. Presumably with hardscaping of plaza/courtyard areas, there will be very minimal natural and pervious site coverage at the ground level. The green roof requirements will be important to achieve this Master Plan objective.

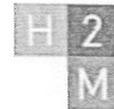


3. Use *“area in need of rehabilitation”* designation to create arts districts. Maintaining the arts community in the Neumann Leathers Rehabilitation Area is a major objective of this Plan; a formal *“arts district”* is not contemplated by the Plan.
4. Pursue LEED ND and integrative approach to development. The Plan promotes the LEED ND approach, but does not require a redeveloper to achieve LEED-ND certification. The Plan could go a step further by requiring the developer submit a LEED ND checklist, as part of the plan submission process.
5. Inventory buildings as redevelopment occurs in order to see what can be done from a structural perspective within the context of adaptive reuse. The Plan calls for rehabilitating 140,000 sq. ft. but does not require an inventory or structural analysis of all existing buildings.

**Other General Plan Comments and Questions:**

1. The block and lot numbers on the Project Location Map are not legible. The Plan could include a key map as shown, and a zoomed-in view of the individual properties/tax lots included.
2. While the Plan indicates Block 2.1 throughout, City Tax Maps show it to be Block 2.01.
3. Should the Resolution of Approval for 301 Newark Street be incorporated as a Plan Appendix since it essentially provides the regulatory controls for development of this property?
4. If the Plan is to be adopted as an ‘overlay zone,’ the underlying I-2 zoning could be followed as an option. One concern is that the existing uses permitted under I-2 zoning are not necessarily consistent with the spirit of the Redevelopment Plan (or Master Plans). For example, *“storage and distribution activities”* require large spaces and heavy truck and loading usage. The permitted Conditional uses such as *“automotive sales, service stations and automotive laundries”* are also very car-oriented. In addition, all of the other requirements of the Redevelopment Plan (historic preservation, restoration, design standards, building height, green infrastructure, etc.) would not need to be followed.
5. The Plan states that the Rehabilitation Area includes 8.3 acres of public right-of-way (70% of the Neumann Leathers Rehabilitation Area), encompassing portions of Observer Highway, Newark Street and Willow Avenue (with Observer Highway extending even well beyond the site boundaries). The project will also include a new public street, with the extension of Grand Street. Despite this, street design and streetscape requirements are not provided or referenced. The City’s Complete Streets Ordinance could also be referenced.
6. If development at 301 Newark Street does not fully comply with the approving ZBA Resolution, the Plan is unclear as to the regulatory jurisdiction. Page 24 states, *“the parcel shall be regulated according to the Plan, but utilizing the use, bulk, density and parking requirements articulated for the I-2 zone...”* This seems contradictory. Similar to #4 above, is the I-2 zoning desirable for this site, more so than the Redevelopment Plan requirements?

7. Recommendations to improve the clarity of Figure 11: Use a different fill color for “plaza” areas (i.e., light green); show bus stops at both Grand/Newark and Grand/Observer; add a north arrow; show street-level retail along the Grand/Observer intersection (as is shown in the cross-section); fix the Pedestrian Circulation arrow in Section A that appears to go from Willow Ave to Observer Highway, since there is no building opening onto Observer Highway at this location; change “midpoint of block” to “midpoint of block interior” for note (1); clarify if the building area to the right of “Section B” is to be for new construction or existing construction.
8. The cross-section “A” on Figure 11 presents some confusion. The use of a washed-out photo for the 110'-tall building in the background has the appearance of being an existing building. It would make sense to differentiate the coloring of existing verses proposed buildings, but the grey building on the left is existing, while the grey building on the right and the photograph building behind are proposed. The cantilevering of the 110' building may also be drawn incorrectly, since the Plan says it can cantilever over the upper Plaza, not the Newark Street frontage.
9. The plan allows for existing loading facilities to be “retained or replaced” (p.32). If they are allowed to be retained, how would the other elements of the Plan, including new construction of buildings and creation of a public plaza still take place? The loading requirements do not specify loading can take place on the Grand Street extension, yet Cross Section B on Figure 12 shows loading along this frontage.
10. In the Plan’s first pages, the Neumann Leathers building is described as 200,000 square feet containing 11 buildings. It would be helpful if Figure 6, for example (p. 10), labeled the buildings as 1 through 11. Per Section 7.2 (p.24), only the Neumann Leather buildings that are to “remain” are shown in Figure 11. This Figure could also have the numbered buildings, so it is clear exactly which buildings are to remain (140,000 sq. ft.).
11. Consider splitting the first “development requirement” within Table 1 (p. 25) into three requirements, i.e.,
  - a. Min. existing square footage of existing buildings to be retained: 140,000 sf
  - b. Min. square footage of existing buildings that must be for industrial/industrial arts/fine arts uses: 50% or 75,0000 sf
  - c. Required size of units for industrial/industrial arts/fine arts uses within existing buildings: 1,000 – 6,000 sf
12. Per this first requirement in Table 1, what is anticipated for the other 50% of existing building square footage? Does this mean units can be smaller than 1,000 sf or larger than 6,000 sf, or that they can be used for purposes other than industrial/industrial arts uses, or both?
13. In Table 1, are the square footage requirements in Table 1 for gross floor area (GFA)? Do they include or exclude the square footages for 301 Newark Street?
14. In Table 1, should FAR figures be provided for “total floor area?”
15. Will a full cantilever over the upper plaza create undesirable shadows on the plaza?



16. The bonus affordable units (p. 29) are to be with rent restrictions affordable to a household income of "150% of median income." Is this City of Hoboken median household income? Area median household income?
17. Is the 20-foot height bonus for the provision of 20 units of "workforce housing" (p. 29), to be for affordable housing that is above and beyond the City's Affordable Housing Ordinance / 10% requirement?
18. It would help to clarify design requirements for existing buildings vs. new buildings if within Section 7.5.1, the Plan created a separate section for "Requirements for New Construction." The requirements for new construction that are weaved into the Rehabilitation and Historic Preservation requirements could be placed under this new heading.
19. Letter "h" on page 39 references Figure 22a, but there is no Figure 22A. On page 43, there are two figures labelled Figure 21.
20. The Plan states there is an approval associated with 307 Newark Street (Section C) for an automated parking facility of seven stories and 486 parking spaces with street level commercial space. This is not consistent with the requirements in Table 1 for a "estimated allowed parking" of up to 350 spaces, plus bonus permitted by Redeveloper Agreement.
21. Where the plan states that "phasing is a reasonable approach to compliance with redevelopment goals to maintain active tenancy," should it also state that the Redevelopment Agreement will set and abide by the phasing timeline?
22. Are there requirements for the locating and screening of trash?
23. The Plan should make reference to design requirements and details for constructing and installing green infrastructure.
24. A submission "checklist" could be prepared to put the items required throughout the plan into one list, and would include items such as: the LEED checklists; test borings and perc tests to determine potential to provide storage and infiltration; Traffic demand management (TDM) studies; parking management plan; car and bike sharing plan; phasing timeline; structural inventory of buildings; etc.
25. Consider changing the nomenclature of "existing" and "new" buildings, since at some point, all new buildings will also be existing. Perhaps use "original Neumann buildings."

1st reading  
12-2-15 (2)

Sponsored by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

CITY OF HOBOKEN  
ORDINANCE NO. 2-387

AN ORDINANCE TO AMEND AND SUPPLEMENT AN ORDINANCE ESTABLISHING A SCHEDULE OF CLASSIFICATIONS AND ALLOCATIONS OF TITLE FOR THE HEREIN MENTIONED POSITIONS IN THE CITY OF HOBOKEN

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DO ORDAIN AS FOLLOWS;

1. The Alphabetical List of Titles, City of Hoboken, set forth in City Code to which this Ordinance is an amendment and supplement shall be, and the same is hereby, amended and supplemented so that the titles, salaries and ranges contained herein shall be amended as follows on the attached list, which is incorporated by reference. The remainder of the Alphabetical List of Titles, City of Hoboken, set forth in the City Code shall remain unchanged as a result of this Ordinance.
2. If the Alphabetical List of Titles, City of Hoboken, herein set forth contains any position or positions which are not enumerated in the Plan for the Standardization of Municipal Class Titles, which is a part of the Code to which this Ordinance is an amendment, then in that event, the duties of the said position or positions shall be those which pertain to the particular position and positions set forth in any other ordinance adopted and now in force and effect in any statute of the State of New Jersey.
3. The provisions of this Ordinance shall in no way affect the tenure or Civil Service status of any employees presently employed by the City of Hoboken in any of the various positions set forth in the Alphabetical List of Titles, City of Hoboken.
4. The Alphabetical List of Titles referred to herein as well as the salary ranges for all positions in the City shall be on file in the Office of the City Clerk.
5. All ordinances or parts of ordinances inconsistent herewith are herewith repealed.
6. This ordinance shall take effect as provided by law.

**Date of Introduction: December 2, 2015**

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/ /			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Approved as to Legal Form:

\_\_\_\_\_  
Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council  
By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
On the \_\_\_\_ day of \_\_\_\_, 2015

\_\_\_\_\_  
James Farina, City Clerk

Vetoed by the Mayor for the following  
reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**-or-**

Approved by the Mayor  
On the \_\_\_\_ day of \_\_\_\_, 2015  
\_\_\_\_\_

\_\_\_\_\_  
Dawn Zimmer, Mayor

Title	Minimum	Maximum	Union
Assistant Supervisor, Traffic Maintenance	\$30,000	\$53,500	Municipal Supervisor's Association
Police Chief		\$172,000	

1st reading ③  
12-2-15

Sponsored by:

Seconded by:



CITY OF HOBOKEN

ORDINANCE NO. 7-388

**ORDINANCE APPROVING THE TERMS OF THE ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND ACADEMY BUS LLC FOR THE USE OF ACADEMY BUS LLC'S PARKING LOT**

**WHEREAS**, Academy Bus LLC owns property which is used as a parking lot (hereinafter referred to as the "Property"); and

**WHEREAS**, the City wishes to rent the Property for parking lot use, and the City (as tenant) and Academy Bus LLC (as landlord) have negotiated a lease agreement for the aforementioned use (agreement attached hereto); and

**WHEREAS**, the City Council, hereby acknowledges the necessity of the said lease agreement, and therefore approves of the lease agreement by way of the within City ordinance, which approval is not subject to public bidding, as the City is acquiring the leasehold of the specific property in the public interest; and

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Hoboken, as follows:

**SECTION ONE:**

- 1) Approval of the attached Lease Agreement between the City of Hoboken and Academy Bus LLC is hereby granted by the City Council; and
- 2) The Mayor or her agent is hereby authorized to enter into the attached lease agreement, or one similar in substance and form; and

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

**SECTION THREE: SEVERABILITY**

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION FOUR: EFFECTIVE DATE**

This Ordinance shall take effect immediately upon passage and publication as provided by law.

**SECTION FIVE: CODIFICATION**

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

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

**Date of Introduction: December 2, 2015**

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/		J	
Michael Russo	/			
Ravi Bhalla, Council President	/			

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Approved as to Legal Form:

\_\_\_\_\_  
Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council  
By a Vote of \_\_\_ Yeas to \_\_\_ Nays  
On the \_\_\_ day of \_\_\_\_, 2015

\_\_\_\_\_  
James Farina, City Clerk

Vetoed by the Mayor for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**-or-**

Approved by the Mayor  
On the \_\_\_ day of \_\_\_\_, 2015

\_\_\_\_\_  
Dawn Zimmer, Mayor

Parking Lot Lease Agreement  
51 Marshall Street, Hoboken, New Jersey  
Block 10, Lot 1-7 and Block 10, Lot 30-37

---

CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY

**PARKING LOT LEASE AGREEMENT**

BETWEEN

THE CITY OF HOBOKEN

---

("TENANT")

AND

**Jefferson Street Partners II., L.P.**  
("LANDLORD")

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**PARKING LOT LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (the "Lease") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF HOBOKEN**, a municipal corporation with a primary business address of 94 Washington Street, Hoboken, New Jersey 07030 ("TENANT"), and Jefferson Street Partners II, L.P. a New Jersey limited partnership, with principal place of business in New Jersey located at 51 Marshall Street, Hoboken, New Jersey 07030 ("LANDLORD").

**I. Basic Lease Information.**

- A. "Parking Lot" shall mean that portion of the leased premise located at 111 Paterson Avenue, Hoboken, New Jersey, commonly known as Block 10, Lot 1-7 and Block 10, Lot 30-37 as identified in Schedule A-1 to this Agreement. Schedule A-1 identifies 171 parking stalls.
- B. "Rentable Square Footage of the Lease Premise" is deemed to be approximately **49,296.7** square feet.
- C. "Premises" shall mean the area shown on **Schedule A-1** to this Lease, which shall include the parking lot and any accessories thereupon.
- D. "Base Rent":

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
January 1, 2016 to October 30, 2017	50% of Monthly Gross Profit for each month of the applicable 12 month term	50% of Monthly Gross Profit

- E. "Tenant's Pro Rata Share": shall be at all times calculated based on the day to month ratio, and thereafter to the nearest tenth of the month, and the nearest penny; and shall not, under any circumstances include real property taxes or parking taxes.
- F. "Base Year" for Taxes: 2014; "Base Year" for Expenses: 2014.
- G. "Term": The Lease shall run for a term of two (2) years, separated into twenty-four (24) monthly rental periods. The Term shall commence on the first day of the first month after the City Council authorizes the execution of the lease with lessee (the "Commencement Date") and, unless terminated early in accordance with this Lease, end on the last day of the 24<sup>th</sup> month of the lease (the "Termination Date") unless otherwise extended in the manner hereinafter provided). There shall be Three (3) successive option periods (the "Option"), each such Option shall extend the term of the lease for one additional year, such renewal term to commence on the anniversary date of the commencement date of the Lease and end on the anniversary date of the Termination Date. Each Option period shall be exercised by an extension letter executed by both parties prior to the end of the then current term of the Lease. The rent under the option shall not be adjusted from the 50% gross profit calculation.

Notwithstanding any provision herein to the contrary, either party may provide the other with written notice of termination at any time during the term of this Lease upon six months advance notice (the "Termination Notice"). Upon receipt of the Termination Notice all rights of the Parties hereto in law and in equity shall cease and be of no further legal force and effect.

- I. "Security Deposit": \$9,000.00 which shall equal approximately three months' rent. No interest shall be paid on the deposit and at the election of the Landlord said security deposit may be applied to rent past-due and payable to Landlord, at its election. In such event, Tenant shall be required to re-store the full amount of the security deposit within thirty (30) days of receipt of Landlord's written notice to tenant that Landlord has applied such deposit to rent due and payable to Landlord.

- K. "Broker(s)": NONE
- L. "Permitted Use": Parking Lot use by the City of Hoboken, and for no other use or purpose.
- M. "Notice Addresses": Landlord: Jefferson Street Partners II, L.P.  
111 Paterson Avenue  
Hoboken, New Jersey 07030  
Attention: Francis Tedesco
- Tenant: City of Hoboken  
94 Washington Street,  
Hoboken, New Jersey 07030  
Attention: Corporation Counsel

On and after the Commencement Date, notices shall be sent to Tenant at the Premises. Prior to the Commencement Date, notices shall be sent to Tenant at the following address:

Landlord:  
Jefferson Street Partners II, L.P.  
111 Paterson Avenue  
Hoboken, New Jersey 07030  
Attention: Francis Tedesco

With a copy to:  
Joseph J Ferrara, Esq.  
111 Paterson Avenue  
Hoboken, New Jersey 07030

Tenant:  
Office of Corporation Counsel  
City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030  
Attention: Corporation Counsel

With a copy to:  
Business Administrator  
City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

Rent (defined in Section IV.A) is payable to the order of **Jefferson Street Partners II, L.P.** at the following address: 111 Paterson Avenue, Hoboken, New Jersey 07030

- N. "Business Day(s)" for purposes of parking use shall be any and every day the TENANT seeks to utilize the property.
- O. "Landlord Work" means the work, if any, that Landlord is obligated to perform in the Premises pursuant to a separate work letter agreement (the "Work Letter"), if any, attached as **Exhibit B**.
- P. "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.
- Q. "Normal Business Hours" for the Premises are 24 hours a day, 7 days a week, 365 days a year. Tenant may operate its own business hours at any time within these hours, at its discretion.
- R. "Property" means Premises, including any accessory structures thereupon.

## II. Lease Grant.

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, together with the right in common with others to use any portions of the Property that are designated by Landlord for the common use of tenants and others, if any, such as sidewalks, parking areas, common corridors, restrooms, vending areas or any other accessory structures within the Premises (the "Common Areas"). The area leased to the Tenant under this Agreement is described and outlined in Schedule A-1 to this Lease.

**III. Adjustment of Commencement Date; Possession.**

- A. Subject to Landlord's obligation, if any, to perform Landlord Work, the Premises are accepted by Tenant in "as is" condition and configuration. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the then existing or future condition of the Premises. If Landlord is delayed delivering possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of the space. If Landlord is not required to Substantially Complete Landlord Work before the Commencement Date, the Commencement Date may be postponed, at the discretion of the Tenant, until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party, and the Termination Date, at the option of Landlord, may be postponed by an equal number of days. If Landlord is required to Substantially Complete Landlord Work before the Commencement Date, the Commencement Date and Termination Date shall be determined by Section I.G.
- B. If Tenant takes possession of the Premises before the Commencement Date, such possession shall be subject to the terms and conditions of this Lease and Tenant shall pay pro-rata Rent to Landlord for each day of possession before the Commencement Date. However, except for the cost of services requested by Tenant (e.g. freight elevator usage), Tenant shall not be required to pay Rent for any days of possession before the Commencement Date during which Tenant, with the approval of Landlord, is in possession of the Premises for the sole purpose of performing improvements or installing furniture, equipment or other personal property.

**IV. Rent.**

- A. Payments. As consideration for this Lease, Tenant shall pay Landlord, without any setoff or deduction, the total amount of Base Rent and Additional Rent due for the Term. "Additional Rent" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord. Additional Rent and Base Rent are sometimes collectively referred to as "Rent". Tenant shall pay and be liable for all rental and/or sales and use taxes (but excluding income and parking taxes), but shall not be liable for any real property taxes, if any, imposed upon or measured by Rent under applicable Law. Base Rent and recurring monthly charges of Additional Rent shall be due and payable on or before the 15<sup>th</sup> day of the next month, for each calendar month without notice or demand, provided that the security deposit shall be payable prior to the first day of the term of the Lease. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer) acceptable to Landlord. If Tenant fails to pay any item or installment of Rent when due, Tenant shall pay Landlord an administration fee equal to 5% (annum) of the past due Rent or \$75, whichever is greater, provided that Tenant shall be entitled to a grace period of 15 days If the Term commences, or Tenant takes possession requiring rental payments hereunder, on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Base Rent and Tenant's Pro Rata Share of any Tax or Expense Excess for the month shall be prorated based on the number of days in such calendar month. Landlord's acceptance of less than the correct amount of Rent shall be without prejudice and/or waiver to any of the rights of the Landlord to enforce the terms of the Lease, including but not limited to payment of the any rent due and payable, together with such interest, fees and costs as are permitted by law or pursuant to the terms of this Lease. Any such payment of rent shall be considered a payment on account of the earliest Rent due; but, shall under no event be considered a waiver of rent or late payments due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party's right to recover the balance or pursue other available remedies. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.
- B. The minimum monthly parking fee per space which shall be charged by the Tenant to monthly customers of the Premise shall be One Hundred Eighty

(\$180.00) Dollars per month during the term of this Lease Term and any Extension Term. There shall be no requirement for a minimum number of spaces rented by the Tenant at any time during the Lease term or Extension term.

- C. Expense Excess and Tax. Tenant shall pay Tenant's Pro Rata Share of the amount, if any, by which Expenses for each calendar year during the Term exceed Expenses for the Base Year (the "Expense Excess") except for real property and/or parking taxes accessed against the premise or any use thereunder. If Expenses in any calendar year decrease below the amount of Expenses for the Base Year, Tenant's Pro Rata Share of Expenses, for that calendar year shall be \$0. Landlord shall provide Tenant with a good faith estimate of the Expense Excess for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the Expense Excess and one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the Tax. If Landlord determines that its good faith estimate of the Expense Excess or of the Tax was incorrect by a material amount, Landlord may provide Tenant with a revised estimate. After its receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Expense Excess by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate(s). Tenant shall pay Landlord the amount of any underpayment within 45 days after receipt of the new estimate. Any overpayment shall be refunded to Tenant within 30 days or, upon written request of the TENANT may be credited against the next due future installment(s) of Additional Rent.

As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Excess for the prior calendar year. If the estimated Expense Excess for the prior calendar year is more than the actual Expense Excess, for the prior calendar year, Landlord shall apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Excess for the prior calendar year is less than the actual Expense Excess, as the case may be, for such prior year, Tenant shall pay Landlord, within 45 days after its receipt of the statement of Expenses, any underpayment for the prior calendar year.

- C. Expenses Defined. "Expenses" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, and managing the Premises, including:
1. Premiums and deductibles paid by Landlord for insurance, including workers compensation, fire and extended coverage, earthquake, general liability, rental loss, and other insurance customarily carried from time to time by owners of comparable properties.
  2. Electrical Costs (defined below) and charges for water, gas, steam and sewer, but excluding those charges for which Landlord is reimbursed by tenants. "Electrical Costs" means: (a) charges paid by Landlord for electricity; (b) costs incurred in connection with an energy management program for the Property; and (c) if and to the extent permitted by Law, a fee for the services provided by Landlord in connection with the selection of utility companies and the negotiation and administration of contracts for electricity, provided that such fee shall not exceed 50% of any savings obtained by Landlord. Electrical Costs shall be adjusted as follows: (i) amounts received by Landlord as reimbursement for above standard electrical consumption shall be deducted from Electrical Costs; (ii) the cost of electricity incurred to provide overtime HVAC to specific tenants (as reasonably estimated by Landlord) shall be deducted from Electrical Costs; and (iii) if Tenant is billed directly for the cost of Premises standard electricity to the Premises as a separate charge in addition to

Base Rent, the cost of electricity to individual tenant spaces in the Premises shall be deducted from Electrical Costs.

3. The amortized cost of capital improvements (as distinguished from replacement parts or components installed in the ordinary course of business) made to the Property which are: (a) performed primarily to reduce operating expense costs or otherwise improve the operating efficiency of the Property; or (b) required to comply with any Laws that are enacted, or first interpreted to apply to the Property, after the date of this Lease. The cost of capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or 5 years. The amortized cost of capital improvements may, at Landlord's option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. "Payback Period" means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement.

Expenses shall not include: the cost of capital improvements (except as set forth above); depreciation; interest (except as provided above for the amortization of capital improvements); principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space on the premises, including brokerage commissions; lease concessions, including rental abatements and construction allowances, granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Property; fines, interest and penalties incurred due to the late payment of Taxes or Expenses; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; any real property tax or parking tax; or any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Property under their respective leases. If the Property is not at least 95% occupied during any calendar year or if Landlord is not supplying services to at least 95% of the total Rentable Square Footage of the Property at any time during a calendar year, Expenses shall, at Landlord's option, be determined as if the Property had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Property during that calendar year. If Tenant pays for its Pro Rata Share of Expenses based on increases over a "Base Year" and Expenses for a calendar year are determined as provided in the prior sentence, Expenses for the Base Year shall also be determined as if the Property had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Property. The extrapolation of Expenses under this Section shall be performed by appropriately adjusting the cost of those components of Expenses that are impacted by changes in the occupancy of the Property.

- D. Taxes Defined. "Taxes" shall mean: (1) all real estate taxes and other assessments on the Premises and/or Property, including, but not limited to, assessments for special improvement districts and Premises improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property or taxes assessed as a result of the income from or use of the premises; (2) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (3) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (1) and (2), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without limitation, Taxes shall not include any capital levy, franchise, capital stock, gift, estate or inheritance tax. If an assessment is payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during that year. For all other taxes, Taxes for that year shall, at Landlord's election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year, provided that Landlord's election shall be applied consistently throughout the Term. If a change in Taxes is obtained for any year of the Term during which Tenant paid Tenant's Pro Rata Share of any Tax, then Taxes for that year will be retroactively

adjusted and Landlord shall provide Tenant with a credit, if any, based on the adjustment. Likewise, if a change is obtained for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax for all subsequent years shall be recomputed. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within 45 days after Tenant's receipt of a statement from Landlord.

- E. Audit Rights. Tenant may, within 90 days after receiving Landlord's statement of Expenses, give Landlord written notice ("Review Notice") that Tenant intends to review Landlord's records of the Expenses for that calendar year. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection that are reasonably necessary for Tenant to conduct its review. If any records are maintained at a location other than the Property, Tenant may either inspect the records at such other location or pay for the reasonable cost of copying and shipping the records. If Tenant retains an agent to review Landlord's records, the agent must be with a licensed CPA firm. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit. Within 60 days after the records are made available to Tenant, Tenant shall have the right to give Landlord written notice (an "Objection Notice") stating in reasonable detail any objection to Landlord's statement of Expenses for that year. If Tenant fails to give Landlord an Objection Notice within the 60 day period or fails to provide Landlord with a Review Notice within the 90 day period described above, Tenant shall be deemed to have approved Landlord's statement of Expenses and shall be barred from raising any claims regarding the Expenses for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Expenses for the calendar year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Expenses for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within 45 days. The records obtained by Tenant shall be treated as confidential. In no event shall Tenant be permitted to examine Landlord's records or to dispute any statement of Expenses unless Tenant has paid and continues to pay all Rent when due.

#### **V. Compliance with Laws; Use.**

The Premises shall be used only for the Permitted Use and for no other use whatsoever. Tenant shall obtain all governmental approvals necessary and proper for the Permitted Use, and only the Permitted Use, at tenant's sole cost and expense and confirm that the Property is legally authorized for the Permitted Use. Tenant shall not use or permit the use of the Premises for any purpose which is illegal, dangerous to persons or property or which, in Landlord's reasonable opinion, unreasonably disturbs any other tenants of the Property or interferes with the operation of the Property or the Permitted Use. Tenant shall comply with all Laws, including the Americans with Disabilities Act, regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant, within 10 days after receipt, shall provide Landlord with copies of any notices it receives regarding a violation or alleged violation of any Laws. Landlord shall not knowingly discriminate against Tenant in Landlord's enforcement of the rules and regulations.

#### **VI. Security Deposit.**

The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant and shall be held by Landlord, with liability for any interest which Landlord incurs whether intentionally or unintentionally thereupon (as required by Law), as security for the performance of Tenant's obligations. However, Landlord shall have no obligation to place the security deposit in an interest bearing account, and shall only be liable for interest and interest accounting if the security deposit is placed in an interest bearing account, as required by law. The Security Deposit is not an advance payment of Rent or a measure of Tenant's liability for damages. Landlord may, from time to time, without prejudice to any other remedy, use all or a portion of the Security Deposit to satisfy past due Rent or to cure any uncured default by Tenant. If Landlord uses the Security Deposit, Tenant shall on demand restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 30 days after the later to occur of: (1) the determination of Tenant's Pro Rata Share of any Tax and Expense Excess for the final year of the Term; (2) the date Tenant surrenders possession of the Premises to Landlord in accordance with this Lease; or

(3) the Termination Date. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit to the Tenant. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

#### **VII. Services to be Furnished by Landlord.**

- A. Landlord agrees to furnish Tenant with the following services: (1) Electricity to the Premises for parking lot and accessory use, in accordance with and subject to the terms and conditions in Article X; and (2) such other services as Landlord reasonably determines are necessary or appropriate for the Property.
- B. Landlord's failure to furnish, or any interruption or termination of, services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, or the occurrence of any event or cause beyond the reasonable control of Landlord (a "Service Failure") shall not render Landlord liable to Tenant, but shall constitute a constructive eviction of Tenant, and give rise to an abatement of Rent, and relieve Tenant from the obligation to fulfill any related covenant or agreement until resolution thereof. However, if the Premises, or a material portion of the Premises in excess of sixty (60%) per cent, is made untenantable for a period in excess of 3 consecutive calendar weeks as a result of the Service Failure, then Either Party may terminate this Lease in the manner provided herein. Landlord shall not be liable to Tenant for any loss or damage, including the theft of Tenant's Property (defined in Article XV), unless such loss, damage and injury is caused solely out of the acts and omissions of the Landlord, its agents, servants and employees.

#### **VIII. Leasehold Improvements.**

All improvements to the Premises (collectively, "Leasehold Improvements") shall be owned by Landlord and shall remain upon the Premises without compensation to Tenant. However, Landlord, by written notice to Tenant within 30 days prior to the Termination Date, may require Tenant to remove, at Tenant's expense: (1) Cable installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Premises; and (2) any Leasehold Improvements that are performed by or for the benefit of Tenant and, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard improvements (collectively referred to as "Required Removables"). Without limitation, it is agreed that Required Removables include structural alterations and modifications of any type to the accessory structures on the Premises. The Required Removables designated by Landlord shall be removed by Tenant before the Termination Date. Tenant's possession of the Premises shall be subject to all of the terms and conditions of this Lease, including the obligation to pay Rent on a per diem / pro rata basis at the rate in effect for the last month of the Term. Landlord may repair damage caused by Tenant's installation or removal of Required Removables and shall bill tenant for the cost of such removal. If Landlord elects to permit Tenant to remove any required removables, then in the event that Tenant fails to remove any Required Removables or perform related repairs in a timely manner, Landlord, at Tenant's expense, may remove and dispose of the Required Removables and perform the required repairs. Tenant, within 30 days after receipt of an invoice, shall reimburse Landlord for the reasonable costs incurred by Landlord. Notwithstanding the foregoing, Tenant, at the time it requests approval for a proposed Alteration (defined in Section IX.C), may request in writing that Landlord advise Tenant whether the Alteration or any portion of the Alteration will be designated as a Required Removable. Within 10 days after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the Alteration, if any, will be considered to be Required Removables.

#### **IX. Repairs and Alterations.**

- A. Tenant's Repair Obligations. Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. All work shall be performed in accordance with the rules and procedures described in Section IX.C. below. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required if there is an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs to Landlord within 30 days after

receipt of an invoice, together with an administrative charge in an amount equal to 10% of the cost of the repairs.

- B. Landlord's Repair Obligations. Landlord shall keep and maintain the common areas of the Premises in good repair and working order and make prompt repairs to and perform maintenance upon: (1) structural elements of the Premises; (2) mechanical, electrical, plumbing and fire/life safety systems installed at the time of the lease commencement, and which serve the Premises in general; (3) Common Areas, if any.
- C. Alterations. Tenant shall not make alterations, additions or improvements to the Premises without first obtaining the written consent of Landlord in each instance. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Premises. If Tenant elects to construct alterations or improvements to the Premises, Tenant shall submit tenant's plans for such work to Landlord for its approval prior to commencement of any work. Landlord shall either deny or accept Tenant's work plans within thirty (30) days of Landlord's receipt of the same. Tenant shall cause its plans to conform to Landlord's comments prior to commencement of any work. No work shall be performed by Tenant unless and until Landlord approves such plans. Landlord in its sole discretion may refuse to approve the plans submitted by the Tenant, but Landlord's approval of plans shall not unreasonably be withheld.

**X. Use of Electrical Services by Tenant.**

- A. Electricity used by Tenant in the Premises shall be paid for by Tenant by separate charge billed by the applicable utility company and payable directly by Tenant. Electrical service to the Premises may be furnished by one or more companies providing electrical generation, transmission and distribution services, and the cost of electricity may consist of several different components or separate charges for such services, such as generation, distribution and stranded cost charges.

**XI. Entry by Landlord.**

Landlord, its agents, contractors and representatives may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions to the Premises, and to conduct or facilitate repairs, alterations or additions to any portion of the Premises, including other tenants' premises; Landlord's entrance upon the Premises shall be in accordance with Tenant's visitor and security policies and procedures, attached here as **Exhibit C**, except in emergencies, where such policies and procedures cannot reasonably be met.

**XII. Assignment and Subletting.**

- A. Except in connection with a Permitted Transfer (defined in Section XII.E. below), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party, whose use must at all times be of a type related to or of similar character to the principal business of the Tenant, to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord.
- B. As part of its request for Landlord's consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within 60 days of its receipt of the required information and documentation, either: (1) consent to the Transfer by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the Transfer in writing; or (2) exercise its right to terminate this Lease with respect to the portion of the Premises that Tenant is proposing to assign or sublet. Any such termination shall be effective on the proposed effective date of the Transfer for which Tenant requested consent. Tenant shall pay Landlord a review fee of \$750.00 for Landlord's review of any Permitted Transfer or requested Transfer, provided if Landlord's actual reasonable costs and expenses (including reasonable attorney's fees) exceed \$750.00, Tenant

shall reimburse Landlord for its actual reasonable costs and expenses in lieu of a fixed review fee.

- C. Tenant is required to immediately report any rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer; and, Tenant shall be solely responsible for the reporting and financial consequences of any taxes and/or fees and/or other costs which may result from any rent or other consideration which is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. If Tenant is in Monetary Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of any payments received (less Landlord's share of any excess). However, by accepting any such payments directly from the subtenant, whether as a result of the foregoing or otherwise, Landlord does not waive any claims against the Tenant hereunder or release Tenant from any obligations under this Lease, nor recognize the subtenant as the tenant under the Lease.

### **XIII. Liens.**

Tenant shall not permit mechanic's or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for benefit of Tenant or Tenant's subtenant. If a lien is so placed, Tenant shall, within 10 days after the date Tenant becomes aware of the filing of the lien or within 10 days of notice from Landlord of the filing of the lien, whichever is first, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the applicable lien Law. Unless Landlord gave Tenant notice of the lien, Tenant shall immediately give Landlord written notice of the lien after becoming aware of same. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord to bond or insure over the lien or discharge the lien, including, without limitation, reasonable attorneys' fees and costs within 30 days after receipt of an invoice from Landlord.

### **XIV. Indemnity and Waiver of Claims.**

- A. Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) and agents ("Landlord Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties (defined below) or any of Tenant's transferees, contractors or licensees.
- B. Except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties (defined below), Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("Tenant Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties and arising out of or in connection with the acts or omissions (including violations of Law) of Landlord, the Landlord Related Parties or any of Landlord's contractors.
- C. Landlord and the Landlord Related Parties shall not be liable for, and Tenant waives, all claims for loss or damage to Tenant's business or loss, theft or damage to Tenant's Property or the property of any person claiming by, through or under Tenant resulting from any of the following, except due to gross negligence or willful misconduct by Landlord: (1) wind or weather; (2) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any

gas, water or steam pipes; (3) the backing up of any sewer pipe or downspout; (4) the bursting, leaking or running of any tank, water closet, drain or other pipe; (5) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Premises; (6) any act or omission of any party other than Landlord or Landlord Related Parties; (7) any causes not reasonably within the control of Landlord; and/or (8) any act of force majeure. Tenant shall insure itself against such losses under Article XV below.

- D. Tenant and the Tenant Related Parties shall not be liable for, and Landlord waives, all claims for loss or damage to structure or common area damage resulting from, except due to the gross negligence or willful misconduct by Tenant: (1) wind or weather; (2) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe or downspout; (4) the bursting, leaking or running of any tank, water closet, drain or other pipe; (5) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Premises; (7) any causes not reasonably within the control of Tenant; and/or (8) any act of force majeure. Landlord shall insure itself against such losses under Article XV below.

#### **XV. Insurance.**

Tenant shall carry and maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense: (1) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00; (2) All Risk Property/Business Interruption Insurance, including flood and earthquake, written at replacement cost value and with a replacement cost endorsement covering all of Tenant's trade fixtures, equipment, furniture and other personal property within the Premises ("Tenant's Property"); (3) Workers' Compensation Insurance as required by the state in which the Premises is located and in amounts as may be required by applicable statute; and (4) Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing any of Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name Tenant as a named insured and Landlord (or any successor), City of Hoboken, a municipal corporation, and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord as the interest of such designees shall appear, as additional insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises for any reason, and upon renewals at least 15 days prior to the expiration of the insurance coverage. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk property insurance on the Premises at replacement cost value, as reasonably estimated by Landlord. Except as specifically provided to the contrary, the limits of either party's insurance shall not limit such party's liability under this Lease. All insurance carriers utilized hereunder shall be licensed to do business in the State of New Jersey.

#### **XVI. Subrogation.**

Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents, and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Premises, the Premises, any additions or improvements to the Premises or Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord or any Landlord Related Parties or the negligence of Tenant or any Tenant Related Parties, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

#### **XVII. Casualty Damage.**

- A. If all or any part of the Premises is damaged by fire or other casualty, Tenant shall immediately notify Landlord in writing. During any period of time that all or

a material portion of the Premises is rendered untenantable as a result of a fire or other casualty, the Rent shall abate for the portion of the Premises that is, in the opinion of the Landlord, or Landlord's insurance carrier, or Landlord's engineer, untenantable and, as a result, not used by Tenant. Landlord shall have the right to terminate this Lease if: (1) the Premises shall be damaged so that, in Landlord's reasonable judgment, substantial alteration or reconstruction of the Premises shall be required (whether or not the Premises has been damaged); (2) Landlord is not permitted by Law to rebuild the Premises in substantially the same form as existed before the fire or casualty; (3) the Premises have been materially damaged and there is less than six (6) months of the Term remaining on the date of the casualty; (4) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (5) a material uninsured loss to the Premises occurs. Landlord may exercise its right to terminate this Lease by notifying Tenant in writing within 45 days after the date of the casualty. If Landlord does not terminate this Lease, Landlord shall commence and proceed with reasonable diligence to repair and restore the Premises and any Landlord Improvements (excluding any Tenant Alterations, whether cosmetic or otherwise, as well as any and all Tenant appurtenances, furniture or supplies). However, in no event shall Landlord be required to spend more than the insurance proceeds received by Landlord. Landlord shall not be liable for any loss or damage to Tenant's Property or to the business of Tenant resulting in any way from the fire or other casualty or from the repair and restoration of the damage.

- B. If all or any portion of the Premises shall be made untenantable by fire or other casualty, Landlord shall, with reasonable promptness, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again, using standard working methods ("Completion Estimate"). If the Completion Estimate indicates that the Premises cannot be made tenantable within 270 days from the date the repair and restoration is started, then regardless of anything in Section XVII.A above to the contrary, either party shall have the right to terminate this Lease by giving written notice to the other of such election within 10 days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the fire or casualty was caused by the negligence or intentional misconduct of Tenant, Tenant Related Parties or any of Tenant's transferees, contractors or licensees.

#### **XVIII. Condemnation.**

Either party may terminate this Lease if the whole or any material part of the Premises shall be taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Premises or Property which would leave the remainder of the Premises unsuitable for use as an office Premises in a manner comparable to the Premises' use prior to the Taking. In order to exercise its right to terminate the Lease, Landlord or Tenant, as the case may be, must provide written notice of termination to the other within 45 days after the terminating party first receives notice of the Taking. Any such termination shall be effective as of the date the physical taking of the Premises or the portion of the Premises or Property occurs. If this Lease is not terminated, the Rentable Square Footage of the Premises, the Rentable Square Footage of the Premises and Tenant's Pro Rata Share shall, if applicable, be appropriately adjusted. In addition, Rent for any portion of the Premises taken or condemned shall be abated during the unexpired Term of this Lease effective when the physical taking of the portion of the Premises occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant. However, Tenant may file a separate claim at its sole cost and expense for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord.

#### **XIX. Events of Default.**

Tenant shall be considered to be in default of this Lease upon the occurrence of any of the following events of default:

- A. Tenant's failure to pay when due all or any portion of the Rent, if the failure continues for 10 days after receipt of written notice to Tenant ("Monetary Default").
- B. Tenant's failure (other than a Monetary Default) to comply with any term, provision or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant. However, if Tenant's failure to comply cannot reasonably be cured within 10 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as: (1) Tenant commences to cure the failure within 10 days, and (2) Tenant diligently pursues a course of action that will cure the failure and bring Tenant back into compliance with the Lease. However, if Tenant's failure to comply creates a hazardous condition, the failure must be cured immediately upon notice to Tenant. In addition, if Landlord provides Tenant with notice of Tenant's failure to comply with any particular term, provision or covenant of the Lease on 3 occasions during any 12 month period, Tenant's subsequent violation of such term, provision or covenant shall, at Landlord's option, be an incurable event of default by Tenant.
- C. Tenant becomes insolvent, makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due.
- D. The leasehold estate is taken by process or operation of Law.
- E. In the case of any ground floor or retail Tenant, Tenant does not take possession of, or abandons or vacates all or any portion of the Premises.
- F. Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord, including, without limitation, any lease or agreement for parking.

**XX. Remedies.**

- A. Upon any default, Landlord shall have the right upon written notice and ten (10) days to cure, (except as provided in Article XIX), to pursue any of its rights and remedies at Law or in equity, in addition to which Landlord shall be permitted to exercise any remedy available in law or in equity including but not limited to the following remedies:
  1. Terminate this Lease, in which case Tenant shall surrender the Premises to Landlord within fifteen (15) days of mailing of a written notice to termination. If Tenant fails to surrender the Premises, Landlord may, in compliance with applicable Law and without prejudice to any other right or remedy, enter upon and take possession of the Premises and expel and remove Tenant, Tenant's Property and any party occupying all or any part of the Premises. Should Tenant fail to voluntarily allow Landlord to repossess the property, Landlord shall seek an order of repossession from a court of competent jurisdiction, and Tenant shall be liable to Landlord for Landlord's attorneys' fees and costs required to obtain said court order of repossession. Tenant shall pay Landlord on demand the amount of all past due Rent and other losses and damages which Landlord may suffer as a result of Tenant's default, whether by Landlord's inability to relet the Premises on satisfactory terms or otherwise, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "Costs of Reletting" shall include all costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.
  2. Terminate Tenant's right to possession of the Premises and, in compliance with applicable Law and judicial procedures, expel and remove Tenant, Tenant's Property and any parties occupying all or any part of the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions (which may include concessions, free rent and alterations of the Premises) and for such uses as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to

collect any Rent. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant

i. In lieu of calculating damages under Sections XX.A.1 or XX.A.2 above, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, whichever date is earlier, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at the Prime Rate (defined in Section XX.B. below) then in effect, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.

- B. Unless expressly provided otherwise in this Lease, upon termination of the lease for any reason, or abandonment of the Premises by Tenant, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under the Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. If Landlord declares Tenant to be in default, Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate equal to the Prime Rate plus 4% per annum. For purposes hereof, the "Prime Rate" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the state in which the Premises is located. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

**XXI. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) (DEFINED IN ARTICLE XXVI BELOW) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN ARTICLE XXVI BELOW) ON THE PROPERTY, PREMISES OR PREMISES, NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

**XXII. No Waiver.**

Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel. Either party's failure to enforce its rights for a default shall not constitute a waiver of its rights regarding any subsequent default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

**XXIII. Quiet Enjoyment.**

Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Premises, and shall not be a personal covenant of Landlord or the Landlord Related Parties.

**XXIV. Intentionally Left Blank.**

**XXV. Holding Over.**

Except for any permitted occupancy by Tenant under Article VIII, if Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions

of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the greater of: (1) the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover; or (2) the fair market gross rental for the Premises as reasonably determined by Landlord. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term, to create a tenancy-at-will under applicable law, or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover and Tenant fails to vacate the Premises within 15 days after Landlord notifies Tenant of Landlord's inability to deliver possession, or perform improvements, Tenant shall be liable to Landlord for all actual damages that Landlord suffers from the holdover.

#### **XXVI. Subordination to Mortgages; Estoppel Certificate.**

Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Premises or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. In lieu of having the Mortgage be superior to this Lease, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. If requested by a successor-in-interest to all or a part of Landlord's interest in the Lease, Tenant shall, without charge, attorn to the successor-in-interest. Landlord and Tenant shall each, within 10 days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). The estoppel certificate shall include a statement certifying that this Lease is unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party's actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to the Lease that may reasonably be requested.

#### **XXVII. Attorneys' Fees.**

If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

#### **XXVIII. Notice.**

If a demand, request, approval, consent or notice (collectively referred to as a "notice") shall or may be given to either party by the other, the notice shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Article I, except that if Tenant has vacated the Premises (or if the Notice Address for Tenant is other than the Premises, and Tenant has vacated such address) without providing Landlord a new Notice Address, Landlord may serve notice in any manner described in this Article or in any other manner permitted by Law. Each notice shall be deemed to have been received or given on the earlier to occur of actual delivery (which, in the case of hand delivery, may be deemed "actually delivered" by posting same on the exterior door of the Premises or Landlord's management office, as the case may be) or the date on which delivery is refused, or, if Tenant has vacated the Premises or the other Notice Address of Tenant without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address by giving the other party written notice of the new address in the manner described in this Article.

#### **XXIX. Excepted Rights.**

This Lease does not grant any rights to light or air over or about the Premises. Landlord excepts and reserves exclusively to itself the use of: (1) roofs, (2) telephone, electrical and janitorial closets, (3) equipment rooms, Premises risers or similar areas that are used by Landlord for the provision of Premises services, (4) rights to the land and improvements below the floor of the Premises, (5) the improvements and air rights above the Premises, (6) the improvements and air rights outside the demising walls of the Premises, and (7) the areas within the Premises used for the installation of utility lines and other installations serving

occupants of the Premises. Landlord has the right to change the Premises's name or address. Landlord also has the right to make such other changes to the Property and Premises as Landlord deems appropriate, provided the changes do not materially affect Tenant's ability to use the Premises for the Permitted Use. Landlord shall also have the right (but not the obligation) to temporarily close the Premises if Landlord reasonably determines that there is an imminent danger of significant damage to the Premises or of personal injury to Landlord's employees or the occupants of the Premises. The circumstances under which Landlord may temporarily close the Premises shall include, without limitation, electrical interruptions, hurricanes and civil disturbances. A closure of the Premises under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.

### **XXX. Surrender of Premises.**

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property (defined in Article XV) from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear excepted. Tenant shall also be required to remove the Required Removables in accordance with Article VIII. If Tenant fails to remove any of Tenant's Property within 2 days after the termination of this Lease or of Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property without liability to Landlord. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred for Tenant's Property. In addition, if Tenant fails to remove Tenant's Property from the Premises or storage, as the case may be, within 30 days after written notice, Landlord may deem all or any part of Tenant's Property to be abandoned, and title to Tenant's Property shall be deemed to be immediately vested in Landlord.

### **XXXI. Miscellaneous.**

- A. This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the Laws of the state in which the Premises is located and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the Articles and Sections of this Lease are for convenience only and shall have no effect on the interpretation of any part of the Lease.
- B. Tenant shall not record this Lease or any memorandum without Landlord's prior written consent.
- C. Intentionally left blank.
- D. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure").
- E. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Premises and/or Property referred to herein with Tenant's prior written consent, which may only be withheld if the proposed transferee is a debarred party, and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations.
- F. Intentionally left blank.
- G. Tenant covenants, warrants and represents that: (1) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (2) this Lease is binding upon Tenant; and (3) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Premises are located. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the

obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities. Notices, payments and agreements given or made by, with or to any one person or entity shall be deemed to have been given or made by, with and to all of them.

- H. Time is of the essence with respect to payment of Rent and Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.
- I. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Without limiting the scope of the prior sentence, it is agreed that Tenant's obligations under Sections IV.A, IV.B., VIII, XIV, XX, XXV and XXX shall survive the expiration or early termination of this Lease.
- J. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party.
- K. All understandings and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant.
- L. Tenant, within 15 days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease. Landlord, however, shall not require Tenant to provide such information unless Landlord is requested to produce the information in connection with a proposed financing or sale of the Premises. Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement covering any confidential information that is disclosed by Tenant.
- M. Tenant has only a usufruct, not subject to purchase or sale, which may not be assigned by Tenant except as expressly provided in this Lease.
- N. Both Parties agree to comply with all applicable federal, state and local laws, rules, regulations, and guidelines, and all applicable rules, regulations, and policies of the other Party during the term of this Agreement.

#### **XXXII. Entire Agreement.**

This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents described herein as Exhibits to this lease.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Landlord and Tenant have executed this Lease as of the day and year first above written.

**TENANT:**

**City of Hoboken, a municipal corporation of the State of New Jersey**

By: \_\_\_\_\_, the  
Dawn Zimmer  
Mayor of the City of Hoboken

Attest: \_\_\_\_\_, the  
James Farina  
Clerk of the City of Hoboken

**LANDLORD:**

Jefferson Street Partners II, L.P.

Name: \_\_\_\_\_

Title: Francis Tedesco, President of the General Partner

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**PREMISES**

See Schedule A-1 forion of the Premises.

**EXHIBIT B**

**PREMISES RULES AND REGULATIONS**

[to be added by landlord if necessary]

EXHIBIT C

WORK LETTER

This Exhibit is attached to and made a part of the Lease dated as of \_\_\_\_\_, \_\_\_\_\_, by and between **City of Hoboken** as Tenant, and Jefferson Street Partners II, L.P. Landlord, for approximately \_\_\_\_\_ rentable square feet on the Premises located at 111 Paterson Avenue, Hoboken, New Jersey 07030.

TO BE INSERTED UPON NEGOTIATION OF LEASE TERMS

Landlord and Tenant have executed this exhibit as of the day and year first above written.

**TENANT:**

**City of Hoboken, a municipal corporation of the State of New Jersey**

By: \_\_\_\_\_, the  
**Dawn Zimmer**  
**Mayor of the City of Hoboken**

Attest: \_\_\_\_\_, the  
**James Farina**  
**Clerk of the City of Hoboken**

**Landlord:**

**Jefferson street Partners II, L.P., a limited partnership of the State of New Jersey**

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

Name: Francis Tedesco

Title: President of the General Partner

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





1st reading  
12-2-15 (4)

Sponsored by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

CITY OF HOBOKEN  
ORDINANCE NO. \_\_\_\_\_ Z-389

**ORDINANCE APPROVING THE TERMS OF THE ATTACHED PUBLIC ACCESS EASEMENT AGREEMENT BETWEEN THE CITY OF HOBOKEN AND LUIGI AND MARIA STEFANO FOR THE USE OF A PORTION OF 1312 HUDSON STREET (BLOCK 245, LOT 11.01)**

**WHEREAS**, Luigi and Maria Stefano own property which is currently used by Hoboken Fire Department as an easement area for maintaining a generator (hereinafter referred to as the "Property"); and

**WHEREAS**, the City wishes to obtain a recorded easement over the Property for Fire Department use, and the Stefanos wish to provide said easement in accordance with their Zoning Board Resolution of Approval, and the City (as grantee) and Luigi and Maria Stefano (as grantor) have negotiated a public access easement agreement for the aforementioned use (agreement attached hereto); and

**WHEREAS**, the City Council, hereby acknowledges the necessity of the said public access easement agreement, and therefore approves of the agreement by way of the within City ordinance, which approval is not subject to public bidding, as the City is acquiring the easement of the specific property in the public interest, which shall be recorded by the City as soon as practicable after adoption as herein described, and required by law; and

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Hoboken, as follows:

**SECTION ONE:**

- 1) Approval of the attached Public Access Easement Agreement between the City of Hoboken and Luigi and Maria Stefano is hereby authorized by the City Council; and
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement, or one similar in substance and form; and

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

**SECTION THREE: SEVERABILITY**

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION FOUR: EFFECTIVE DATE**

This Ordinance shall take effect immediately upon passage and publication as provided by law.

**SECTION FIVE: CODIFICATION**

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

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

**Date of Introduction: December 2, 2015**

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Approved as to Legal Form:

\_\_\_\_\_  
Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council  
By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
On the \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
James Farina, City Clerk

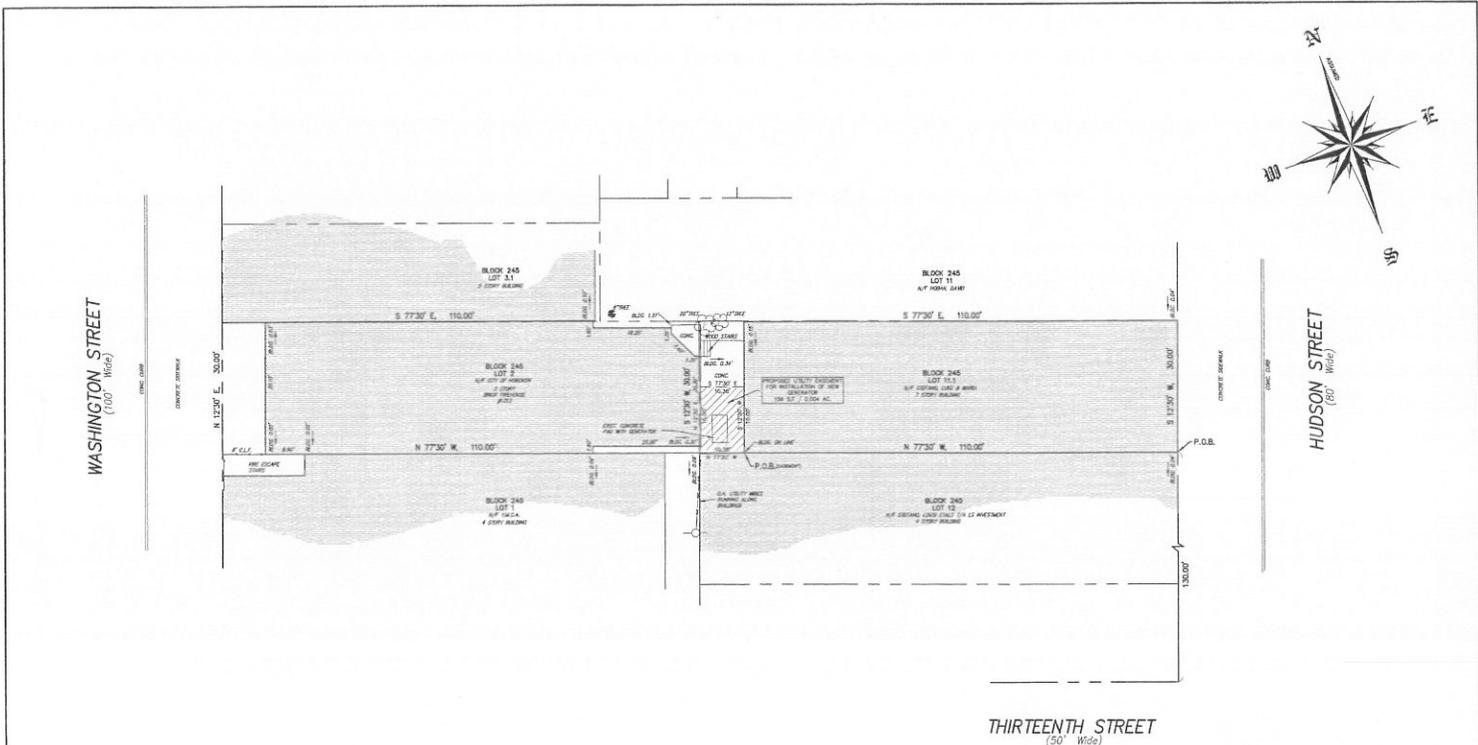
Vetoed by the Mayor for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**-or-**

Approved by the Mayor  
On the \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Dawn Zimmer, Mayor

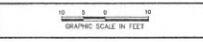


**NOTES:**  
 1. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. PROPERTY IS SUBJECT TO ANY/all EASEMENTS AND/OR RESTRICTIONS THAT A CURRENT TITLE REPORT MAY REVEAL.  
 2. PROPERTY CORNERS HAVE NOT BEEN SET AS PER AGREEMENT WITH THE CITY OF HOBOKEN.

**CERTIFIED TO:**  
 CITY OF HOBOKEN  
 I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN OR PLAN IS THE RESULT OF A FIELD SURVEY MADE ON HOBOKEN, NJ, 2015 BY ME OR UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE RULES AND REGULATIONS FURNISHED BY THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS OF THE STATE OF NEW JERSEY. I HAVE BEEN DULY LICENSED TO PRACTICE AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEW JERSEY. I HAVE BEEN DULY LICENSED TO PRACTICE AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEW JERSEY. I HAVE BEEN DULY LICENSED TO PRACTICE AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEW JERSEY. I HAVE BEEN DULY LICENSED TO PRACTICE AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEW JERSEY.

NO.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY	DATE

**Boswell McCLAVE ENGINEERING**  
 ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS  
 330 PHILLIPS AVENUE SOUTH HAVENACK, N.J. 07096  
 PHONE # 1-201-641-6773 FAX # 1-201-641-1523  
 N.J. CERTIFICATE OF AUTHORIZATION NO. 240A27966000



JEFFREY L. MORRIS  
*Jeffrey L. Morris*  
 PROFESSIONAL LAND SURVEYOR N.J. U.C. #140830979

**EASEMENT PLAN  
 IMPROVEMENTS TO HOBOKEN FIRE STATION  
 BLOCK 245 LOTS 2 & 11.1  
 CITY OF HOBOKEN**  
 HUDSON COUNTY NEW JERSEY  
 DRAWN BY: JL DATE: 11-04-15  
 CHECKED BY: JLM DATE: 11-04-15  
 SCALE: 1"=40'  
 SHEET 1 OF 1

---

**DEED OF ACCESS EASEMENT AGREEMENT**

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**BETWEEN**

**THE CITY OF HOBOKEN  
(GRANTEE)**

**AND**

**LUIGI STEFANO AND MARIA STEFANO  
(GRANTOR)**

---

**DATED: December \_\_, 2015**

---

**RECORD AND RETURN TO:**

**Attn: Office of Corporation Counsel  
City of Hoboken  
94 Washington Street  
Hoboken NJ 07030**

**DEED OF ACCESS EASEMENT AGREEMENT**

**THIS DEED OF ACCESS EASEMENT AGREEMENT** (this “Agreement”) is made this \_\_\_ day of December, 2015 by and between **THE CITY OF HOBOKEN**, a Municipal Corporation of the State of New Jersey, having an address at 94 Washington Street, Hoboken, New Jersey 07030, (hereinafter referred to as the “Grantee”) and **LUIGI STEFANO AND MARIA STEFANO**, the individual property owners of the Property (as hereafter defined), having an address at 1312 Hudson Street, Hoboken, New Jersey 07030 (hereinafter referred to as the “Grantor”).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of that certain real property known as 1312 Hudson Street, Block 245, Lot 11.01, located in the City of Hoboken, Hudson County, New Jersey, as more particularly depicted in Exhibit A attached hereto and made a part hereof, together with all improvements now or hereafter constructed thereon (collectively the “Property”); and

**WHEREAS**, Grantee is a municipal corporation with an obligation to effectuate the health and safety of the general public and, in that capacity, maintains a Division of Fire within the Department of Public Safety of the City government; and

**WHEREAS**, the Grantor has been allowing Grantee a prescriptive easement, which the Hoboken Zoning Board of Adjustment required to be put in writing as a condition of the Board’s March 18, 2008 approval of Grantor’s zoning application; and,

**WHEREAS**, in order to properly and efficiently construct its upgrade and expansion of the electrical generator at its 1313 Washington Street Fire House, hereinafter the “Project,” the

Grantee requires a non-prescriptive easement over a portion of Grantor's Property for the sole purpose of installing, maintaining, and operating an electrical generator for the 1313 Washington Street Fire House (see site plan, EXHIBIT A, for the exact specifications of the Easement Area);

**WHEREAS**, Grantee requires and Grantor hereby GRANTS a non-exclusive, non-prescriptive easement in gross, including no structural encroachments, as more specifically described in EXHIBIT A, which constitutes one hundred and fifty six (156) square feet over that portion of the Property and as more particularly depicted in EXHIBIT A, (hereinafter the "Easement"), for the right, privilege and authority to lay, install, construct, operate, inspect, maintain, and repair the electric generator being installed thereupon in accordance with the Project specifications; and

**WHEREAS**, this Agreement shall be for a term of twenty (20) years, with unlimited options to extend the term by additional twenty (20) year periods (the "Extension Period"), which shall be automatically exercised unless terminated by written notice at least thirty (30) days prior to expiration of the then enforceable term by either party; however, should the Grantee no longer own, actively operate, and/or utilize its property at 1313 Washington Street as a Fire House for the Division of Fire of the Department of Public Safety within the City governance, then this Agreement shall terminate immediately and automatically.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), the receipt and adequacy of which are hereby acknowledged, and the mutual covenants and restrictions set forth herein and for other good and valuable consideration, the parties hereto hereby agree as follows:

1. The foregoing recitals are hereby incorporated as if fully set forth herein.
2. Grantor, its successors and assigns, hereby grants to Grantee a non-exclusive,

non-prescriptive easement in gross, including no structural encroachments, as more specifically described in EXHIBIT A, constituting a one hundred and fifty six (156) square foot easement, for the purpose of providing Grantee the right, privilege and authority to lay, install, construct, operate, inspect, maintain, and repair the electric generator being installed thereupon in accordance with the Project specifications (hereafter collectively referred to as the “Easement Area”), for a term of twenty (20) years, with unlimited options to extend the term by additional twenty (20) year periods (the “Extension Period”), which shall be automatically exercised unless terminated by written notice at least thirty (30) days prior to expiration of the then enforceable term by either party; however, should the Grantee no longer own, actively operate and/or utilize its property at 1313 Washington Street as a Fire House for the Division of Fire of the Department of Public Safety within the City governance, then this Agreement shall terminate immediately and automatically.

3. Commencing on the date that this Agreement and all rights and privileges granted herein are terminated, Grantee shall remove all equipment located or stored within or about the Easement area and restore the Property to its original state within sixty (60) days thereof.

4. Any testing, repair, and/or maintenance of equipment located on or near the Easement Area shall take place during Normal Business Hours except in the case of an emergency. “Normal Business Hours” shall mean between the hours of 8:00 AM and 5:30 PM.

5. The installation and operation of the generator within the Easement Area shall not interfere with the Grantor’s right of quiet enjoyment and use of the Property.

6. The Easement Area is known as a portion of the property located at 1312 Hudson Street, Hoboken, New Jersey, Block 245, Lot 11.01, as shown on the official Tax Map of the

City of Hoboken. This Agreement and all property descriptions contained herein or annexed hereto shall be in accordance with the survey drafted by Boswell McClave, dated November 4, 2015, attached hereto as Exhibit A.

7. This Agreement is entered into for the exclusive purpose of the installation, repair, maintenance, and operation of a generator on the Easement Area. No other purpose should be inferred from this Agreement or is granted hereunder. This Agreement shall not be construed to prohibit Grantor from installing Grantor's own generator or similar machinery on the Property, including on the Easement Area.

8. Grantee's rights hereunder are non-exclusive and Grantor shall have the right to: (1) perform emergency work in the Easement Area; (2) grant additional, non-exclusive easements in, over, above, across or parallel to the Easement Area to one or more public utilities, municipal corporations, authorities, or private non-profit entities so long as the other easements do not unreasonably interfere with Grantee's use and enjoyment of the rights granted hereunder; (3) require cooperation from Grantee when needing to coordinate the construction, installation, or maintenance of its respective property and appurtenances thereto which are in, over, above, across or parallel to the Easement Area with any work being conducted by the Grantee, and require that such use conducted by the Grantee does not unreasonably interfere with or delay any of Grantor's necessary emergency work within the Easement Area. Any person who performs work in the Easement Area shall be required to take all reasonable and necessary measures to secure any and all of Grantee's property from damage, and to repair promptly any damage done to Grantee's property.

9. Notwithstanding anything to the contrary set forth in this Agreement, Grantee's

rights pursuant to this Agreement are limited to the continued maintenance and safety precautions necessary to protect the Grantee, its agents, officers and employees, as well as the general public during the term of the Easement, and Grantee shall not extend, expand, alter or modify the construction project, this Agreement, the Easement created hereunder, or the respective uses thereof, without the Grantor's prior written consent.

10. The Grantee shall be responsible for returning the Easement Area back to a condition as good as or better than its original condition at the commencement of the Easement term, normal wear and tear excepted. Upon termination of the Easement, the Grantor, its successors and/or assigns, shall execute an instrument indicating that the restoration has been completed to Grantor's satisfaction.

11. The Grantee agrees to defend, indemnify and hold harmless Grantor, its officers, agents, employees, subcontractors, designees, and repairpeople from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence or intentional misconduct of Grantee, Grantee's officers, agents and employees, in connection with Grantee's construction, operation and maintenance of said Improvements and its use of or presence on the property.

12. Grantee agrees to provide for general liability insurance in an amount of at least \$1,000,000.00/\$2,000,000.00, which shall include the Grantor as additional insured. Said insurance policies shall have a thirty (30) day notice of policy cancellation. A copy of said insurance coverages shall be provided to the Grantor prior to this Agreement becoming effective. If at any point any of the insurance lapses or is otherwise terminated, for any reason, this

Agreement shall terminate, subject to notice and the opportunity to cure same within twenty (20) days. If in the future, in Grantor's commercially reasonable opinion the foregoing insurance amounts are deemed to be inadequate or if another type of insurance is reasonably required (e.g. environmental insurance), then the parties shall amend this Agreement consistent with paragraph 14 to reflect such adequate amounts and type of insurance and Grantee shall obtain such insurance or revise its then existing insurance policies as the case may be. Grantee reserves the right to self-insure for these coverages.

13. The rights granted to and duties assumed by Grantee under this Agreement are personal, and shall not run with the land, and may not be assigned or delegated by Grantee without the prior written consent of Grantor, which shall be in Grantor's sole and absolute discretion. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void ab initio. No assignment to another government entity or agency of the City shall be permitted. Grantor has the right, with prior notice to Grantee, to assign this Agreement without Grantee's consent or approval. Should this Agreement be validly assigned pursuant to the terms and conditions of this paragraph 13, then this Agreement and the terms and conditions herein contained shall be binding on such assigning party's assignees and/or successors.

14. This Agreement may be amended from time to time, as may be necessary, by mutual written consent of both parties; provided, however, that no amendment to this Agreement shall be effective unless in writing, adopted by ordinance of the governing body, and signed by both parties.

15. Both parties agree that time is of the essence and that time specifications

contained herein shall be strictly construed. Both parties were represented by competent legal counsel of their own choosing during the drafting of this Agreement, and this Agreement shall not be construed in favor of or against either party. This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey.

16. Both parties agree that this Agreement expresses all of the terms and obligations of the parties with respect to this Agreement, and that no other terms or obligations, whether expressed or implied, shall be enforceable against the parties unless and until same are incorporated into this Agreement in writing and signed by both parties as a formal amendment to this Agreement. Both parties agree that any waiver in any term of this Agreement shall not be construed as a general waiver of the terms and conditions herein.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first written above.

**GRANTEE**

**ATTEST:**

**CITY OF HOBOKEN**

\_\_\_\_\_  
**JAMES FARINA, CITY CLERK**

By: \_\_\_\_\_  
**DAWN ZIMMER, MAYOR**

**GRANTOR**

\_\_\_\_\_

By: \_\_\_\_\_  
**LUIGI STEFANO, PROPERTY OWNER**

\_\_\_\_\_

By: \_\_\_\_\_  
**MARIA STEFANO, PROPERTY OWNER**

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

BE IT REMEMBERED, that on this \_\_\_\_\_ day of November, 2015, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared DAWN ZIMMER, who I am satisfied is the person who signed the within instrument, and I having first made known to her the contents thereof she thereupon acknowledged that she signed, sealed with the corporate seal and delivered the said instrument in her capacity as Mayor of the City of Hoboken, a municipal corporation of the State of New Jersey, and that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Council.

\_\_\_\_\_  
JAMES FARINA, Clerk

Signed and sworn to before  
me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public

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

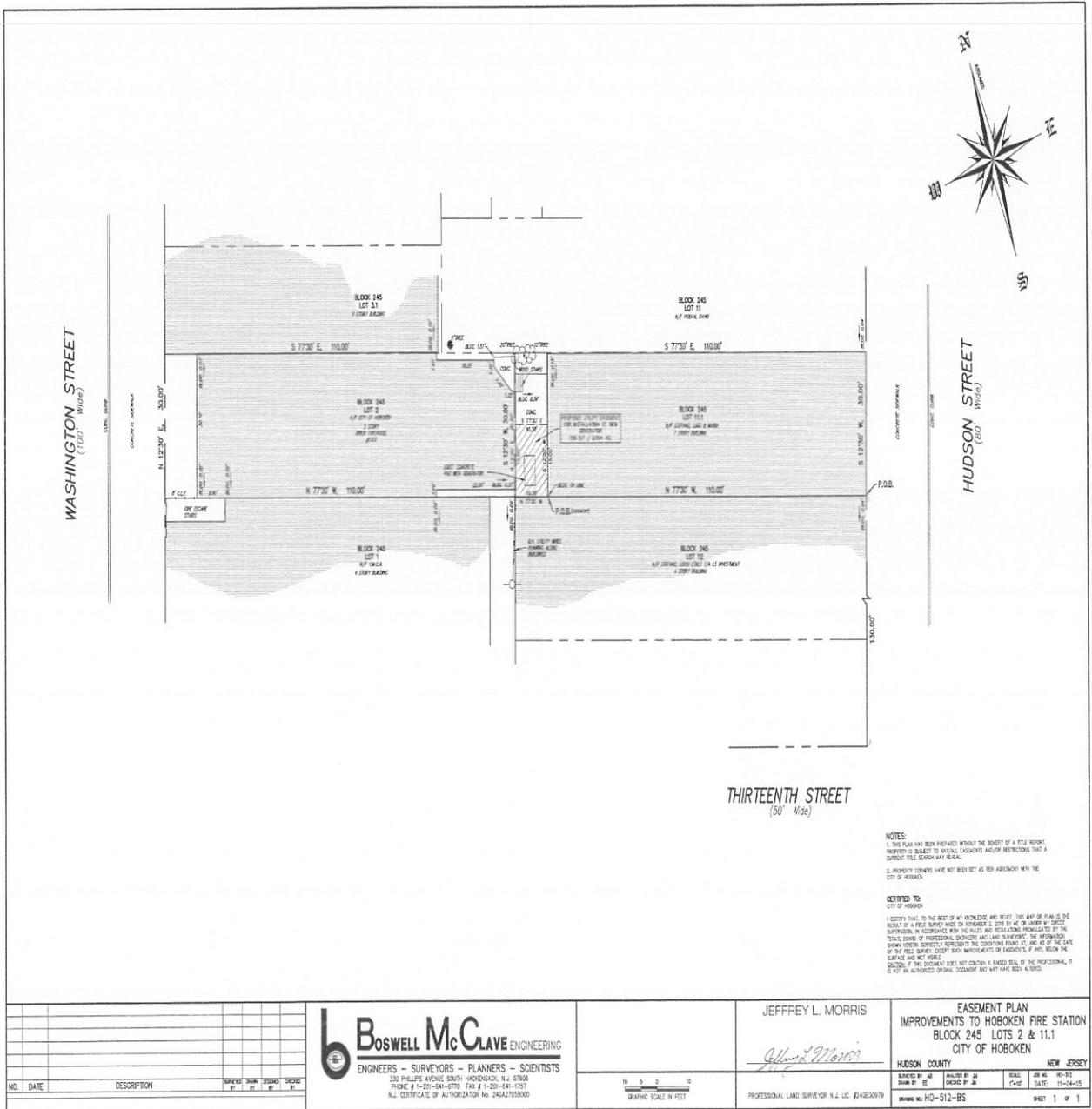
BE IT REMEMBERED, that on this \_\_\_ day of November, 2015 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared LUIGI STEFANO, who I am satisfied, is one of the Property Owners of 1312 Hudson Street, which is the Property named in this Agreement, and acknowledged that said instrument was made by him as his voluntary act and deed regarding said Property.

Signed and sworn to before  
me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public



EXHIBIT A  
Easement Area



NOTES:  
1. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. PROPERTY IS SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY REVEAL.  
2. PROPERTY CORNERS HAVE NOT BEEN SET AS PER AGREEMENT WITH THE CITY OF HOBOKEN.

CERTIFIED TO:  
CITY OF HOBOKEN  
I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP OR PLAN IS THE RESULT OF A FIELD SURVEY MADE ON AUGUST 22, 2012 BY ME OR UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE RULES AND REGULATIONS ESTABLISHED BY THE STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THE INFORMATION SHOWN HEREON CORRECTLY REPRESENTS THE CONDITIONS EXISTING AT THE DATE OF THE FIELD SURVEY, EXCEPT SUCH AMENDMENTS OR VARIATIONS, IF ANY, AS SET FORTH IN WRITING AND NOT HEREIN. I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEW JERSEY AND THAT I AM NOT AN EMPLOYEE OF THE CITY OF HOBOKEN.

NO.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY	DESIGNED BY

**Boswell McCLAVE ENGINEERING**  
ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS  
330 PHILLIPS AVENUE SOUTH HOBOKEN, N.J. 07036  
PHONE: 973-961-4444 FAX: 973-961-4444  
N.J. CERTIFICATE OF AUTHORIZATION NO. 246247958000

10 5 0 10  
GRAPHIC SCALE IN FEET

JEFFREY L. MORRIS  
*Jeffrey L. Morris*  
PROFESSIONAL LAND SURVEYOR, N.J. LIC. #443262079

EASEMENT PLAN  
IMPROVEMENTS TO HOBOKEN FIRE STATION  
BLOCK 245 LOTS 2 & 11.1  
CITY OF HOBOKEN  
HUDSON COUNTY NEW JERSEY  
DRAWN BY: JLM CHECKED BY: JLM DATE: 11-16-15  
JOB NO. HO-512-BS SHEET 1 OF 1

## DESCRIPTION OF PROPOSED UTILITY EASEMENT

Lot 11.01, Block 245  
1312 Hudson Street  
City of Hoboken, Hudson County, New Jersey

BEGINNING at a point in the division line between Lot 11.01 and Lot 12 in Block 245, said point being located the following two (2) courses and distances from the intersection of the northerly line of Thirteenth Street (50 feet wide) and the westerly line of Hudson Street (80 feet wide):

a) Along the said westerly line of Hudson Street, North 12 degrees 30 minutes East, a distance of 130.00 feet to a point, thence;

b) Along the aforesaid division line between Lot 11.01 and Lot 12 in Block 245, North 77 degrees 30 minutes West, a distance of 99.62 feet to the point or place of BEGINNING, and running, thence;

1) Continuing along the division line between Lot 11.01 and Lot 12 in Block 245, North 77 degrees 30 minutes West, a distance of 10.38 feet to a point, thence;

2) Along the division line between Lot 2 and Lot 11.01 in Block 245, North 12 degrees 30 minutes East, a distance of 15.00 feet to a point, thence;

3) Through Lot 11.01 in Block 245, South 77 degrees 30 minutes East, a distance of 10.38 feet to a point, thence;

4) Continuing through said Lot 11.01, South 12 degrees 30 minutes West, a distance of 15.00 feet to the point or place of BEGINNING.

Containing 156 square feet or 0.004 acre.

1st reading  
12-2-15 (5)

Sponsored by:

Seconded by:

CITY OF HOBOKEN

ORDINANCE NO.           Z-390          

**ORDINANCE APPROVING THE TERMS OF THE ATTACHED DEED NOTICE OF THE CITY OF HOBOKEN REGARDING  
1600 PARK**

**WHEREAS**, the City owns property which is currently referred to as 1600 Park (Block(s) 256 Lot(s) 1 through 8 on the tax map of the City of Hoboken, Hudson County, and Block(s) 11 Lot(s) 1 and 2 on the tax map of the Township of Weehawken, Hudson County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is 456589 and G000000388; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof) and is used by the City and its residents and guests as a park (hereinafter referred to as the "Property"); and

**WHEREAS**, the City wishes to obtain a recorded deed notice over the Property in accordance with the requirements of the State of New Jersey DEP, based on the environmental review of the City's LSRP; and

**WHEREAS**, the City Council, hereby acknowledges the necessity of said Deed Notice as part of the completion of the environmental matters at this location, in order to ensure compliance with the DEP's requirements for maintaining the area as a City park; and

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Hoboken, as follows:

**SECTION ONE:**

- 1) Approval of the attached Deed Notice of the City of Hoboken for the property known as 1600 Park is hereby authorized by the City Council, which attachment shall be considered part of this ordinance and shall be included and attached to this ordinance as if it was reiterated herein in full; and
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement, or one similar in substance and form; and

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

**SECTION THREE: SEVERABILITY**

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION FOUR: EFFECTIVE DATE**

This Ordinance shall take effect immediately upon passage and publication as provided by law.

**SECTION FIVE: CODIFICATION**

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

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

**Date of Introduction: December 2, 2015**

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Approved as to Legal Form:

\_\_\_\_\_  
Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council  
By a Vote of \_\_\_ Yeas to \_\_\_ Nays  
On the \_\_\_ day of \_\_\_\_, 2015

\_\_\_\_\_  
James Farina, City Clerk

Vetoed by the Mayor for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**-or-**

Approved by the Mayor  
On the \_\_\_ day of \_\_\_\_, 2015

\_\_\_\_\_  
Dawn Zimmer, Mayor

Prepared by: Paul Kenny, LSRP; Alysia M. Proko, Esq.  
[Signature]

\_\_\_\_\_  
[Print name below signature]

Recorded by: \_\_\_\_\_  
[Signature, Officer of County Recording Office]

\_\_\_\_\_  
[Print name below signature]

## DEED NOTICE

This Deed Notice is made as of the 28th day of December, 2015, by The City of Hoboken, 94 Washington Street, Hoboken, New Jersey (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. The City of Hoboken, 94 Washington Street, Hoboken, New Jersey, is the owner in fee simple of certain real property designated as Block(s) 256 Lot(s) 1 through 8 on the tax map of the City of Hoboken, Hudson County, and Block(s) 11 Lot(s) 1 and 2 on the tax map of the Township of Weehawken, Hudson County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is 456589 and G000000388; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

### 2. REMEDIATION.

i. Paul J. Kenny, LSRP #575429 has approved this Deed Notice as an institutional control for the Property, which is part of the remediation of the Property.

ii. N.J.A.C. 7:26C-7 requires the Owner, among other persons, to obtain a soil remedial action permit for the soil remedial action at the Property. That permit will contain the monitoring, maintenance and biennial certification requirements that apply to the Property.

3. SOIL CONTAMINATION. The City of Hoboken has remediated contaminated soil at the Property, such that soil contamination remains in certain areas of the Property that contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In accordance with the remedial action for the site which included the Property, and in consideration of the terms and conditions of that remedial action, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental officials.

5B. RESTRICTED LAND USES. The following statutory land use restrictions apply to the Restricted Areas:

i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department's prior written approval, unless a presumptive remedy is implemented; and

ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility without the Department's prior written approval.

5C. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls is provided in Exhibit C.

6A. CHANGE IN OWNERSHIP AND REZONING.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection on a form provided by the Department and available at [www.nj.gov/srp/forms](http://www.nj.gov/srp/forms) within thirty (30) calendar days after the effective date of any

conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iii. The Owner and the subsequent owners shall provide written notice to the Department, on a form available from the Department at [www.nj.gov/srp/forms](http://www.nj.gov/srp/forms), within thirty (30) calendar days after the owner's petition for or filing of any document initiating a rezoning of the Property to residential.

6B. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

#### 7A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. The Owner and all subsequent owners and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

ii. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining a soil remedial action permit modification pursuant to N.J.A.C. 7:26C-7. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration.

iii. Notwithstanding subparagraph 7Aii., above, a soil remedial action permit modification is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that human exposure to contamination in excess of the remediation standards does not occur; and

(E) Describes, in the next biennial certification the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance.

7B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, or immediate environmental concern, see N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

- i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;
- ii. Hires a Licensed Site Remediation Professional (unless the Restricted Areas includes an unregulated heating oil tank) to respond to the emergency;
- iii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;
- iv. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;
- v. Notifies the Department of Environmental Protection when the emergency or immediate environmental concern has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337; and
- vi. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides notification to the Department of Environmental Protection within sixty (60) calendar days after completion of the restoration of the engineering control, including: (a) the nature and likely cause of the emergency; (b) the potential discharges of or exposures to contaminants, if any, that may have occurred; (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (d) the measures completed or implemented to restore the engineering control; and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future.

#### 8. TERMINATION OF DEED NOTICE.

- i. This Deed Notice may be terminated only upon filing of a Termination of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the office of the Hudson County Register of Hudson County, New Jersey, expressly terminating this Deed Notice.
- ii. Within thirty (30) calendar days after the filing of a Termination of Deed Notice, the owner of the property shall apply to the Department for termination of the soil remedial action permit pursuant to N.J.A.C. 7:26C-7.

9. ACCESS. The Owner, and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessees and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

#### 10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description - A tax map of lots and blocks as wells as metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays,

keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

12B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, (and, if any) ground water monitoring wells, extent of the ground water classification exception area, pumping and treatment systems that may be required as part of a ground water engineering control in addition to the deed notice

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes either (A) or (B) through (F):

(A) Only for historic fill extending over the entire site or a portion of the site and for which analytical data are limited or do not exist, a narrative that states that historic fill is present at the site, a description of the fill material (e.g., ash, cinders, brick, dredge material), and a statement that such material may include, but is not limited to, contaminants such as PAHs and metals;

(B) Sample location designation from Restricted Area map (Exhibit B-1);

(C) Sample elevation based upon mean sea level;

(D) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(E) The restricted and unrestricted use standards for each contaminant in the table; and

(F) The remaining concentration of each contaminant at each sample location at each elevation.

12C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls: and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) Description and estimated size of the Restricted Areas as described above;

(B) Description of the restrictions on the Property by operation of this Deed Notice;  
and

(C) The objective of the restrictions.

ii. Exhibit C-2: Cap: Exhibit C-2 includes a narrative description of the cap as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

13. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

14. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST:

The City of Hoboken

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

\_\_\_\_\_  
James Farina, Municipal Clerk

\_\_\_\_\_  
Mayor Dawn Zimmer

STATE OF NEW JERSEY  
COUNTY OF HUDSON

SS.:

I certify that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the \_\_\_\_\_ of the City of Hoboken, the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the [president/vice president] of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;

(d) this person knows the proper seal of the corporation which was affixed to this document;  
and

(e) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print name and title of attesting witness]

Signed and sworn before me on \_\_\_\_\_, 20\_\_

\_\_\_\_\_, Notary Public

\_\_\_\_\_  
[Print name and title]

1st reading  
12-2-15

(6)

Sponsored by:  
Seconded by:



CITY OF HOBOKEN  
ORDINANCE NO. 7-391

**ORDINANCE APPROVING THE TERMS OF THE ATTACHED DEED OF DEDICATION FOR PUBLIC ROAD RIGHT OF WAY AND RELATED IMPROVEMENTS FROM HOBOKEN COVE LLC AND BLOCK 255 LLC TO THE CITY OF HOBOKEN FOR PROPOSED GARDEN STREET, AS DESCRIBED IN THE FINAL PLAT ATTACHED HERETO**

**WHEREAS**, Hoboken Cove LLC and Block 225 LLC own property which is described in the attached final plat, as proposed Garden Street (hereinafter referred to as the "Property"); and

**WHEREAS**, Hoboken Cove LLC and Block 225 LLC, as current owners of the Property, are hereby dedicating and conveying to the City the Property, and the Parties have negotiated a Deed of Dedication for the aforementioned use (agreement attached hereto); and

**WHEREAS**, the City Council, hereby acknowledges the necessity of the said Deed of Dedication, and therefore approves of the agreement by way of the within City ordinance, which shall be recorded by the Grantees as soon as practicable after adoption as herein described, and required by law; and

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Hoboken, as follows:

**SECTION ONE:**

- 1) Approval of the attached Deed of Dedication between Hoboken Cove LLC and Block 225 LLC and the City of Hoboken is hereby authorized by the City Council; and
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement, or one similar in substance and form, upon formal adoption of this Ordinance by the City Council; and

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

**SECTION THREE: SEVERABILITY**

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION FOUR: EFFECTIVE DATE**

This Ordinance shall take effect immediately upon passage and publication as provided by law.

**SECTION FIVE: CODIFICATION**

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

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

**Date of Introduction: December 2, 2015**

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Approved as to Legal Form:

\_\_\_\_\_  
Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council  
By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
On the \_\_\_\_ day of \_\_\_\_, 2015

\_\_\_\_\_  
James Farina, City Clerk

Vetoed by the Mayor for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**-or-**

Approved by the Mayor  
On the \_\_ day of \_\_\_\_, 2015

\_\_\_\_\_  
Dawn Zimmer, Mayor

RECORD AND RETURN TO:  
Glenn S. Pantel, Esq.  
Drinker Biddle & Reath LLP  
600 Campus Drive  
Florham Park, NJ 07932

**DEED OF DEDICATION FOR PUBLIC ROAD RIGHT-OF-WAY  
AND RELATED IMPROVEMENTS**

**THIS DEED OF DEDICATION** (this “Deed”) is made as of \_\_\_ day of November, 2015, by and between **HOBOKEN COVE, LLC**, a New Jersey limited liability company and **BLOCK 255 LLC**, a New Jersey limited liability company, both having an address at 1000 Maxwell Lane, Hoboken, New Jersey 07030 (collectively the “Grantor”), and **THE CITY OF HOBOKEN**, having an address at 94 Washington Street, Hoboken, New Jersey 07030 (the “Grantee”).

**WITNESSETH**

**WHEREAS**, Grantor is the owner in fee simple of a certain tract of real property located in the City of Hoboken, County of Hudson, State of New Jersey (the “Grantor’s Property”);

**WHEREAS**, in conformance with: (a) the amended preliminary major site plan and amended final subdivision approval granted by the City of Hoboken Planning Board (the “Board”) on March 2, 2004, and memorialized in the Board’s Resolution of Approval adopted April 8, 2004 (which, in Sections B.6.D. and C.1 thereof, requires the dedication to the City of all streets within the project approved by said resolution), and (b) the filed subdivision plat titled “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” prepared by Paulus, Sokolowski and Sartor, LLC, recorded on August 11, 2004 in the Hudson County Clerk’s Office as Map No. 3972 (the “Final Plat”), Grantor is required to dedicate to Grantee a certain portion of Grantor’s Property for public road, right-of-way, and related improvement purposes; and

**WHEREAS**, Grantor is willing to dedicate and convey to Grantee, and Grantee is willing to accept from Grantor, such portion of Grantor’s Property for public road, right-of-way, and related improvement purposes, identified on the Final Plat as “Proposed Garden Street,” and more particularly described on **EXHIBIT A** attached hereto and made a part hereof (the “Dedicated Property”). No Tax Map reference is available as of the date of this Deed.

**NOW, THEREFORE**, in consideration of these premises, the covenants and promises set forth herein and the sum of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree:

1. Grantor hereby grants, dedicates and conveys to Grantee, and Grantee hereby accepts from Grantor, the Dedicated Property for public road, right-of-way, and related

improvement purposes. By acceptance of this Deed, Grantee agrees to be responsible for the maintenance and operation of all improvements upon or within the Dedicated Property.

2. The Dedicated Property shall, in perpetuity, be used only for public road and public infrastructure, right of way purposes, and related improvement purposes.

3. Grantor promises that, except for easements, restrictions and agreements of record (the "Exceptions"), Grantor has done no act to encumber the Dedicated 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 Exceptions, 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 Grantor).

**IN WITNESS WHEREOF**, Grantor signs this Deed as of the date as first set forth above.

**HOBOKEN COVE, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**BLOCK 255 LLC**

By: \_\_\_\_\_  
Name:  
Title:

*[Signatures continue on following page]*



**EXHIBIT A**  
(Description of Dedicated Property)



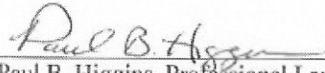
**DESCRIPTION**  
**PROPOSED GARDEN STREET**  
**CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY**

Beginning at a point in the southerly sideline of 15<sup>th</sup> Street, 50' Right of Way, where same is intersected by the proposed easterly sideline of Garden Street, 65' wide, as shown on a Map entitled "Hoboken Cove, Final Plat-2, Block 126 Lot 5 & 6, Block 255 Lot 4.1, 4.2, 6, 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", prepared by Paulus, Sokolowki and Sarton, LLC, and filed in the Hudson County Clerk's Office as Map No. 3972 said point being the northwesterly corner of Lot 4.03, Block 255 and running thence

1. Along said proposed sideline of Garden Street, South 12 degrees 33 minutes 43 seconds West, a distance of 285.06 feet; thence
2. Along the northerly side of existing Garden Street, North 77 degrees 26 minutes 17 seconds West, a distance of 65.00 feet; thence
3. Along the westerly sideline of proposed Garden Street, North 12 degrees 33 minutes 43 seconds East, a distance of 285.61 feet to a point in the southerly sideline of 15<sup>th</sup> Street; thence
4. Along said sideline, South 72 degrees 04 minutes 01 seconds East, a distance of 5.89 feet to an angle point; thence
5. Along said sideline, South 77 degrees 26 minutes 17 seconds East, a distance of 59.13 feet to the point of BEGINNING.

Containing 18,530 square feet of land, more or less.

Subject to restrictions and easements of record, if any.

  
\_\_\_\_\_  
Paul B. Higgins, Professional Land Surveyor  
New Jersey License Number 34004

2181 Garden Street

ESE Consultants, Inc.  
15 Balmoral Drive · Pittstown, NJ 08867

p: 908.638.9661 · f: 908.638.5214



**ZONE I-1(N) USE**  
**WATERFRONT MIXED USE**

1. THE ZONING REGULATIONS FOR THIS ZONE ARE SET FORTH IN THE ZONING ORDINANCE, CHAPTER 202, OF THE CITY OF HOBOKEN, NEW JERSEY.

2. THE ZONING REGULATIONS FOR THIS ZONE ARE SET FORTH IN THE ZONING ORDINANCE, CHAPTER 202, OF THE CITY OF HOBOKEN, NEW JERSEY.

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10. THE ZONING REGULATIONS FOR THIS ZONE ARE SET FORTH IN THE ZONING ORDINANCE, CHAPTER 202, OF THE CITY OF HOBOKEN, NEW JERSEY.

**TABLE OF AREAS**

SECTION	AREA (SQ. FT.)	AREA (ACRES)	TOTAL AREA (SQ. FT.)	TOTAL AREA (ACRES)
SECTION 1	1,234,567	0.28	1,234,567	0.28
SECTION 2	2,345,678	0.54	3,579,245	0.82
SECTION 3	3,456,789	0.79	7,035,034	1.61
SECTION 4	4,567,890	1.04	11,602,924	2.65
SECTION 5	5,678,901	1.29	17,281,825	3.94
SECTION 6	6,789,012	1.54	24,070,837	5.48
SECTION 7	7,890,123	1.79	31,960,960	7.32
SECTION 8	8,901,234	2.04	40,862,194	9.36
SECTION 9	9,012,345	2.07	50,874,539	11.63
SECTION 10	10,123,456	2.32	60,997,995	13.95
SECTION 11	11,234,567	2.57	72,232,562	16.52
SECTION 12	12,345,678	2.82	84,578,240	19.34
SECTION 13	13,456,789	3.07	98,035,029	22.41
SECTION 14	14,567,890	3.32	112,602,919	25.83
SECTION 15	15,678,901	3.57	128,281,820	29.60
SECTION 16	16,789,012	3.82	145,070,832	33.72
SECTION 17	17,890,123	4.07	162,960,955	38.19
SECTION 18	18,901,234	4.32	181,862,189	42.01
SECTION 19	19,012,345	4.35	200,874,534	46.06
SECTION 20	20,123,456	4.59	220,997,990	50.65
SECTION 21	21,234,567	4.84	242,232,557	55.69
SECTION 22	22,345,678	5.09	264,578,235	61.17
SECTION 23	23,456,789	5.34	288,035,024	67.09
SECTION 24	24,567,890	5.59	312,602,914	72.57
SECTION 25	25,678,901	5.84	338,281,815	78.51
SECTION 26	26,789,012	6.09	365,070,827	83.91
SECTION 27	27,890,123	6.34	392,960,950	89.75
SECTION 28	28,901,234	6.59	421,862,184	96.04
SECTION 29	29,012,345	6.62	451,874,529	102.86
SECTION 30	30,123,456	6.87	482,997,985	110.39
SECTION 31	31,234,567	7.12	515,232,552	118.51
SECTION 32	32,345,678	7.37	548,578,230	127.14
SECTION 33	33,456,789	7.62	583,035,019	136.28
SECTION 34	34,567,890	7.87	618,602,909	145.93
SECTION 35	35,678,901	8.12	655,281,810	156.08
SECTION 36	36,789,012	8.37	693,070,822	166.73
SECTION 37	37,890,123	8.62	731,960,945	177.88
SECTION 38	38,901,234	8.87	771,862,179	189.53
SECTION 39	39,012,345	8.90	812,874,524	201.68
SECTION 40	40,123,456	9.15	854,997,980	214.33
SECTION 41	41,234,567	9.40	908,232,547	227.47
SECTION 42	42,345,678	9.65	962,578,225	241.12
SECTION 43	43,456,789	9.90	1,018,035,014	255.27
SECTION 44	44,567,890	10.15	1,074,602,904	270.02
SECTION 45	45,678,901	10.40	1,132,281,805	285.37
SECTION 46	46,789,012	10.65	1,191,070,817	301.31
SECTION 47	47,890,123	10.90	1,250,960,940	317.84
SECTION 48	48,901,234	11.15	1,311,862,174	334.97
SECTION 49	49,012,345	11.40	1,373,874,519	352.70
SECTION 50	50,123,456	11.65	1,436,997,975	370.95
SECTION 51	51,234,567	11.90	1,501,232,542	389.70
SECTION 52	52,345,678	12.15	1,566,578,220	408.95
SECTION 53	53,456,789	12.40	1,633,035,009	428.70
SECTION 54	54,567,890	12.65	1,700,602,899	448.95
SECTION 55	55,678,901	12.90	1,769,281,800	469.70
SECTION 56	56,789,012	13.15	1,839,070,812	490.95
SECTION 57	57,890,123	13.40	1,909,960,935	512.70
SECTION 58	58,901,234	13.65	1,981,862,169	534.95
SECTION 59	59,012,345	13.90	2,054,874,514	557.70
SECTION 60	60,123,456	14.15	2,128,997,970	580.95
SECTION 61	61,234,567	14.40	2,204,232,537	604.70
SECTION 62	62,345,678	14.65	2,280,578,215	628.95
SECTION 63	63,456,789	14.90	2,358,035,004	653.70
SECTION 64	64,567,890	15.15	2,436,602,894	678.95
SECTION 65	65,678,901	15.40	2,516,281,795	704.70
SECTION 66	66,789,012	15.65	2,597,070,807	730.95
SECTION 67	67,890,123	15.90	2,678,960,930	757.70
SECTION 68	68,901,234	16.15	2,761,862,164	784.95
SECTION 69	69,012,345	16.40	2,845,874,509	812.70
SECTION 70	70,123,456	16.65	2,930,997,965	840.95
SECTION 71	71,234,567	16.90	3,017,232,532	869.70
SECTION 72	72,345,678	17.15	3,104,578,210	898.95
SECTION 73	73,456,789	17.40	3,193,035,000	928.70
SECTION 74	74,567,890	17.65	3,282,602,890	958.95
SECTION 75	75,678,901	17.90	3,373,281,791	989.70
SECTION 76	76,789,012	18.15	3,465,070,803	1,020.95
SECTION 77	77,890,123	18.40	3,557,960,926	1,052.70
SECTION 78	78,901,234	18.65	3,651,862,160	1,084.95
SECTION 79	79,012,345	18.90	3,746,874,505	1,117.70
SECTION 80	80,123,456	19.15	3,842,997,961	1,150.95
SECTION 81	81,234,567	19.40	3,940,232,528	1,184.70
SECTION 82	82,345,678	19.65	4,038,578,206	1,218.95
SECTION 83	83,456,789	19.90	4,138,035,000	1,253.70
SECTION 84	84,567,890	20.15	4,238,602,890	1,288.95
SECTION 85	85,678,901	20.40	4,340,281,791	1,324.70
SECTION 86	86,789,012	20.65	4,443,070,803	1,360.95
SECTION 87	87,890,123	20.90	4,546,960,926	1,397.70
SECTION 88	88,901,234	21.15	4,651,862,160	1,434.95
SECTION 89	89,012,345	21.40	4,757,874,505	1,472.70
SECTION 90	90,123,456	21.65	4,864,997,961	1,510.95
SECTION 91	91,234,567	21.90	4,973,232,528	1,549.70
SECTION 92	92,345,678	22.15	5,082,578,206	1,588.95
SECTION 93	93,456,789	22.40	5,193,035,000	1,628.70
SECTION 94	94,567,890	22.65	5,304,602,890	1,668.95
SECTION 95	95,678,901	22.90	5,417,281,791	1,709.70
SECTION 96	96,789,012	23.15	5,531,070,803	1,750.95
SECTION 97	97,890,123	23.40	5,645,960,926	1,792.70
SECTION 98	98,901,234	23.65	5,761,862,160	1,834.95
SECTION 99	99,012,345	23.90	5,878,874,505	1,877.70
SECTION 100	100,123,456	24.15	5,996,997,961	1,920.95

**REFERENCES:**

1. HOBOKEN ZONING ORDINANCE, CHAPTER 202, OF THE CITY OF HOBOKEN, NEW JERSEY.
2. HOBOKEN ZONING ORDINANCE, CHAPTER 202, OF THE CITY OF HOBOKEN, NEW JERSEY.
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**GRAPHIC SCALE**

1" = 100' (1:125)

1" = 50' (1:62.5)

1" = 25' (1:31.25)

1" = 12.5' (1:15.625)

**TABLE OF AREAS**

SECTION 1: 1,234,567 SQ. FT. (0.28 ACRES)

SECTION 2: 2,345,678 SQ. FT. (0.54 ACRES)

SECTION 3: 3,456,789 SQ. FT. (0.79 ACRES)

SECTION 4: 4,567,890 SQ. FT. (1.04 ACRES)

SECTION 5: 5,678,901 SQ. FT. (1.29 ACRES)

SECTION 6: 6,789,012 SQ. FT. (1.54 ACRES)

SECTION 7: 7,890,123 SQ. FT. (1.79 ACRES)

SECTION 8: 8,901,234 SQ. FT. (2.04 ACRES)

SECTION 9: 9,012,345 SQ. FT. (2.07 ACRES)

SECTION 10: 10,123,456 SQ. FT. (2.32 ACRES)

SECTION 11: 11,234,567 SQ. FT. (2.57 ACRES)

SECTION 12: 12,345,678 SQ. FT. (2.82 ACRES)

SECTION 13: 13,456,789 SQ. FT. (3.07 ACRES)

SECTION 14: 14,567,890 SQ. FT. (3.32 ACRES)

SECTION 15: 15,678,901 SQ. FT. (3.57 ACRES)

SECTION 16: 16,789,012 SQ. FT. (3.82 ACRES)

SECTION 17: 17,890,123 SQ. FT. (4.07 ACRES)

SECTION 18: 18,901,234 SQ. FT. (4.32 ACRES)

SECTION 19: 19,012,345 SQ. FT. (4.35 ACRES)

SECTION 20: 20,123,456 SQ. FT. (4.59 ACRES)

SECTION 21: 21,234,567 SQ. FT. (4.84 ACRES)

SECTION 22: 22,345,678 SQ. FT. (5.09 ACRES)

SECTION 23: 23,456,789 SQ. FT. (5.34 ACRES)

SECTION 24: 24,567,890 SQ. FT. (5.59 ACRES)

SECTION 25: 25,678,901 SQ. FT. (5.84 ACRES)

SECTION 26: 26,789,012 SQ. FT. (6.09 ACRES)

SECTION 27: 27,890,123 SQ. FT. (6.34 ACRES)

SECTION 28: 28,901,234 SQ. FT. (6.59 ACRES)

SECTION 29: 29,012,345 SQ. FT. (6.62 ACRES)

SECTION 30: 30,123,456 SQ. FT. (6.87 ACRES)

SECTION 31: 31,234,567 SQ. FT. (7.12 ACRES)

SECTION 32: 32,345,678 SQ. FT. (7.37 ACRES)

SECTION 33: 33,456,789 SQ. FT. (7.62 ACRES)

SECTION 34: 34,567,890 SQ. FT. (7.87 ACRES)

SECTION 35: 35,678,901 SQ. FT. (8.12 ACRES)

SECTION 36: 36,789,012 SQ. FT. (8.37 ACRES)

SECTION 37: 37,890,123 SQ. FT. (8.62 ACRES)

SECTION 38: 38,901,234 SQ. FT. (8.87 ACRES)

SECTION 39: 39,012,345 SQ. FT. (8.90 ACRES)

SECTION 40: 40,123,456 SQ. FT. (9.15 ACRES)

SECTION 41: 41,234,567 SQ. FT. (9.40 ACRES)

SECTION 42: 42,345,678 SQ. FT. (9.65 ACRES)

SECTION 43: 43,456,789 SQ. FT. (9.90 ACRES)

SECTION 44: 44,567,890 SQ. FT. (10.15 ACRES)

SECTION 45: 45,678,901 SQ. FT. (10.40 ACRES)

SECTION 46: 46,789,012 SQ. FT. (10.65 ACRES)

SECTION 47: 47,890,123 SQ. FT. (10.90 ACRES)

SECTION 48: 48,901,234 SQ. FT. (11.15 ACRES)

SECTION 49: 49,012,345 SQ. FT. (11.40 ACRES)

SECTION 50: 50,123,456 SQ. FT. (11.65 ACRES)

SECTION 51: 51,234,567 SQ. FT. (11.90 ACRES)

SECTION 52: 52,345,678 SQ. FT. (12.15 ACRES)

SECTION 53: 53,456,789 SQ. FT. (12.40 ACRES)

SECTION 54: 54,567,890 SQ. FT. (12.65 ACRES)

SECTION 55: 55,678,901 SQ. FT. (12.90 ACRES)

SECTION 56: 56,789,012 SQ. FT. (13.15 ACRES)

SECTION 57: 57,890,123 SQ. FT. (13.40 ACRES)

SECTION 58: 58,901,234 SQ. FT. (13.65 ACRES)

SECTION 59: 59,012,345 SQ. FT. (13.90 ACRES)

SECTION 60: 60,123,456 SQ. FT. (14.15 ACRES)

SECTION 61: 61,234,567 SQ. FT. (14.40 ACRES)

SECTION 62: 62,345,678 SQ. FT. (14.65 ACRES)

SECTION 63: 63,456,789 SQ. FT. (14.90 ACRES)

SECTION 64: 64,567,890 SQ. FT. (15.15 ACRES)

SECTION 65: 65,678,901 SQ. FT. (15.40 ACRES)

SECTION 66: 66,789,012 SQ. FT. (15.65 ACRES)

SECTION 67: 67,890,123 SQ. FT. (15.90 ACRES)

SECTION 68: 68,901,234 SQ. FT. (16.15 ACRES)

SECTION 69: 69,012,345 SQ. FT. (16.40 ACRES)

SECTION 70: 70,123,456 SQ. FT. (16.65 ACRES)

SECTION 71: 71,234,567 SQ. FT. (16.90 ACRES)

SECTION 72: 72,345,678 SQ. FT. (17.15 ACRES)

SECTION 73: 73,456,789 SQ. FT. (17.40 ACRES)

SECTION 74: 74,567,890 SQ. FT. (17.65 ACRES)

SECTION 75: 75,678,901 SQ. FT. (17.90 ACRES)

SECTION 76: 76,789,012 SQ. FT. (18.15 ACRES)

SECTION 77: 77,890,123 SQ. FT. (18.40 ACRES)

SECTION 78: 78,901,234 SQ. FT. (18.65 ACRES)

SECTION 79: 79,012,345 SQ. FT. (18.90 ACRES)

SECTION 80: 80,123,456 SQ. FT. (19.15 ACRES)

SECTION 81: 81,234,567 SQ. FT. (19.40 ACRES)

SECTION 82: 82,345,678 SQ. FT. (19.65 ACRES)

SECTION 83: 83,456,789 SQ. FT. (19.90 ACRES)

SECTION 84: 84,567,890 SQ. FT. (20.15 ACRES)

SECTION 85: 85,678,901 SQ. FT. (20.40 ACRES)

SECTION 86: 86,789,012 SQ. FT. (20.65 ACRES)

SECTION 87: 87,890,123 SQ. FT. (20.90 ACRES)

SECTION 88: 88,901,234 SQ. FT. (21.15 ACRES)

SECTION 89: 89,012,345 SQ. FT. (21.40 ACRES)

SECTION 90: 90,123,456 SQ. FT. (21.65 ACRES)

SECTION 91: 91,234,567 SQ. FT. (21.90 ACRES)

SECTION 92: 92,345,678 SQ. FT. (22.15 ACRES)

SECTION 93: 93,456,789 SQ. FT. (22.40 ACRES)

SECTION 94: 94,567,890 SQ. FT. (22.65 ACRES)

SECTION 95: 95,678,901 SQ. FT. (22.90 ACRES)

SECTION 96: 96,789,012 SQ. FT. (23.15 ACRES)

SECTION 97: 97,890,123 SQ. FT. (23.40 ACRES)

SECTION 98: 98,901,234 SQ. FT. (23.65 ACRES)

SECTION 99: 99,012,345 SQ. FT. (23.90 ACRES)

SECTION 100: 100,123,456 SQ. FT. (24.15 ACRES)

**HOBOKEN COVE**  
 CITY OF HOBOKEN  
 NEW JERSEY

**PROJECT:** HOBOKEN COVE  
 SHEET: FINAL PLAT - 2

**DATE:** 06/09/2017  
 DRAWN BY: JLS  
 CHECKED BY: JLS

**SCALE:** 1" = 50'

**GRAPHIC SCALE:** 1" = 50'

**PROJECT:** HOBOKEN COVE  
 CITY OF HOBOKEN  
 NEW JERSEY

**PROJECT:** HOBOKEN COVE  
 CITY OF HOBOKEN  
 NEW JERSEY

**PROJECT:** HOBO