




20170518010056240 1/126  
 05/18/2017 11:04:53 AM AGREE  
 Bk: 9201 Pg: 389  
 Diane Coleman  
 Hudson County, Register of Deeds  
 Receipt No. 1249548

<b>Hudson County Recording Data Page</b> <b>Honorable Diane Coleman</b> <b>Hudson County Register</b> 	<i>Official Use Only - Barcode</i>
<i>Official Use Only - Record &amp; Return</i>	<i>Official Use Only - Realty Transfer Fee</i>
<b>Date of Document:</b> April 27, 2017	<b>Type of Document:</b> Deed
<b>First Party Name:</b> The Port of Authority of New York and New Jersey	<b>Second Party Name:</b> Bayonne Bay Developers Urban Renewal, LLC, a New Jersey limited liability company
<b>Additional Parties:</b>	

<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>	
<b>Block:</b> B30	<b>Lot:</b> Multiple Lots and Parcels
<b>Municipality:</b> City of Bayonne	
<b>Consideration:</b>	
<b>Mailing Address of Grantee:</b> c/o Atlantic Realty, 90 Woodbridge Center Drive, Woodbridge, NJ 07095	

<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</b>	
<b>Original Book:</b>	<b>Original Page:</b>

**HUDSON COUNTY RECORDING DATA PAGE**  
 Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

1.71 405 0

**ROADWAY/RAIL, PROPERTY BUFFER AND PROPERTY USE AGREEMENT**

**By and Between**

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

**And**

**BAYONNE BAY DEVELOPERS, URBAN RENEWAL LLC,  
(f/k/a BAYONNE BAY DEVELOPERS, LLC)**

**And**

**THE CITY OF BAYONNE**

**Dated as of August 21, 2015**

**Record and Return to:  
Professional Abstract  
520 Westfield Avenue  
Elizabeth, NJ 07208**

0628-104719

**THIS ROADWAY/RAIL PROPERTY BUFFER AND PROPERTY USE AGREEMENT** (the "Agreement") by and between **The Port Authority of New York and New Jersey**, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America and having its principal executive office at 4 World Trade Center, 150 Greenwich Street, in the City of New York, New York County and State of New York (the "Port Authority") and **Bayonne Bay Developers, Urban Renewal LLC**, (f/k/a Bayonne Bay Developers, LLC) a limited liability company formed and existing under the laws of the State of New Jersey (the "Redeveloper") having its offices at 90 Woodbridge Center Drive, Woodbridge, New Jersey, and **The City of Bayonne**, a municipal corporation in the County of Hudson and the State of New Jersey (the "City") (the Port Authority, Redeveloper and City each, a "Party" and, together, the "Parties"), is made as of this 21st day of August, 2015.

**WITNESSETH**

**WHEREAS**, the Redeveloper filed an action in the New Jersey Superior Court, Law Division, Hudson County on August 5, 2010 bearing Docket Number HUD-C-45-12 and C-46-12 against the Bayonne Local Redevelopment Authority (hereinafter "**BLRA**") which was later amended to assert claims against the Port Authority and the City and which was consolidated with an action filed by BBD in the New Jersey Superior Court, Law Division, Hudson County, against the BLRA and the City bearing Docket Number C-46-12 (hereinafter the consolidated action is referred to as the "**Litigation**");

**WHEREAS**, the City, by ordinance duly adopted on August 14, 2013 entitled "An Ordinance of The City of Bayonne, in The County of Hudson, State of New Jersey, Dissolving The City of Bayonne Redevelopment Agency Pursuant to *N.J.S.A. 40A:12A-24* and *N.J.S.A. 40A:5A-20*" (the "**Dissolution Ordinance**"), has assumed all of BLRA's rights, title, interests, and obligations as set forth in the Dissolution Ordinance; and

**WHEREAS**, the Redeveloper, City and Port Authority (hereinafter "**Litigation Parties**") engaged in mediation before the Honorable Maurice J. Gallipoli (Ret.) and settlement discussions to resolve the Litigation and on August 21, 2015, the Redeveloper and the City executed an "Amended and Restated Redevelopment Agreement and Purchase Agreement," and "Financial Agreement," and the Litigation Parties executed this Agreement (hereinafter jointly the "**Property Agreements**"), a Settlement Agreement and Release, and Tolling Agreement in connection with the settlement of the Litigation; and

**WHEREAS**, the Parties have agreed to work cooperatively to enter an agreement concerning (i) establishment of an area to buffer the property identified on **Exhibit 1** attached hereto (the "**BBD Property**") located on the peninsula commonly known as the Military Ocean Terminal at Bayonne Peninsula (the "**Peninsula**" and which Peninsula consists of several districts as shown on **Exhibit 2**) from certain potential uses on the Peninsula and (ii) permitted and restricted uses of certain property on the Peninsula; and

**WHEREAS**, the Parties have also agreed that, to the extent provided for herein, the Redeveloper and any entity that succeeds to the Redeveloper's rights, title and interests in the BBD Property shall acknowledge and agree that, except as otherwise set forth herein, Redeveloper shall not object to any uses of any other property on the Peninsula by the City, Port Authority or any other person or entity; and

**WHEREAS**, the Parties have also agreed that the Redeveloper and any entity that succeeds to Redeveloper's rights, title and interest in the BBD Property shall acknowledge and agree that, subject to the provisions of this Agreement, the Port Authority may use property that it owns, acquires or otherwise has rights through leases or other arrangements on the Peninsula (the "**Port Authority Property**") for all of the uses described as Marine Terminal Purposes, as defined in *N.J.S.A. 32:1-1 et seq.*, or for any of the uses described in connection with a "Waterfront Development Project" in accordance with *N.J.S.A. 32:1-35.36, et seq.* and as defined at *N.J.S.A. 32:1-35.30*, or for any use consistent with Marine Terminal Purposes or Waterfront Development Projects and that the Redeveloper shall agree not to object to such uses; and

**WHEREAS**, the Port Authority has not made any definitive determination as of the date hereof as to the future use of any Port Authority Property on the Peninsula, other than it will be used for Marine Terminal Purposes in accordance with *N.J.S.A. 32:1-35.28* and as defined at *N.J.S.A. 32:1-35.30* or in connection with a "Waterfront Development Project" in accordance with *N.J.S.A. 32:1-35.36, et seq.* and as defined at *N.J.S.A. 32:1-35.30*, or for any use consistent with Marine Terminal Purposes or Waterfront Development Projects; and

**WHEREAS**, the Port Authority has not made any determination, as of the date hereof, as to whether any Port Authority owned property on the Peninsula will be accessed by rail; and

**WHEREAS**, the City has agreed to certain restrictions on property owned by it on the Peninsula (the "**City Owned Property**"); and

**WHEREAS**, the Redeveloper has agreed to certain changes to use restrictions set forth in the deed to the Maritime District on the Peninsula; and

**WHEREAS**, the Parties have also agreed that the Redeveloper and any entity that succeeds to Redeveloper's rights, title and interest shall acknowledge and agree that, except as otherwise set forth herein, the property that the City owns, acquires or otherwise has rights through leases or other arrangements on the Peninsula may be used by the City (or any successor in interest to the City) for any lawful purpose; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, mutually covenant, promise and agree as follows:

**SECTION 1. PORT AUTHORITY PROPERTY RESTRICTIVE COVENANTS AND PERMITTED USES**

A. Except for the restrictions imposed by the 30 Year PA Restriction (defined below) or as otherwise specifically provided as to the Port Authority herein, Redeveloper and any entity that succeeds to the Redeveloper's rights, title and interests in the BBD Property shall not object to the Port Authority's use of the Port Authority Property, for any of the uses described as "Marine terminal purposes," in accordance with *N.J.S.A. 32:1-35.28* and as defined at *N.J.S.A. 32:1-35.30* or for any of the uses described in connection with a "Waterfront Development Project" in accordance with *N.J.S.A. 32:1-35.36, et seq.* and as defined at *N.J.S.A. 32:1-35.30*, or for any use consistent with Marine Terminal Purposes or Waterfront Development Projects except as otherwise prohibited in this Agreement.

B. Notwithstanding anything herein to the contrary, the Port Authority Property shall never be used for (a) a landfill, (b) a penal facility, (c) a liquid natural gas ("LNG") plant (except that this restriction shall not apply to (1) LNG infrastructure necessary to support any future Marine Bunkering Facility (as defined in Exhibit 3) or (2) a Marine Bunkering Facility), (d) a facility that would permit the mooring of ships transporting LNG (e) a facility engaged in the storage, transport or treatment of Hazardous Substances (except that this restriction shall not apply to Hazardous Substances reasonably necessary to support Port Authority operations on the Peninsula) (f) a waste transfer or waste storage facility, except as may be necessary to support Port Authority operations on the Peninsula, it being the intention that waste generated on-site by Port Authority marine terminal operations shall be permitted; (g) a facility for the production, transfer, refining or storage of bulk oil, gas, chemicals, explosives, nuclear materials, or recyclables (except that this restriction shall not apply to such uses as are reasonably necessary to support the Port Authority marine terminal operations involving such materials used or generated on-site in connection with Port Authority operations on the Peninsula); (h) a heavy manufacturing facility, except that this restriction shall not apply to light manufacturing or assembly operations; (i) a facility for the storage or processing of live or dead animals; (j) a military use (except as may be necessary if requested or directed by the U.S. Government because of war, an act of terrorism, the threat of an act of terrorism, or some other national security threat and, further, except that this restriction shall not apply to munitions handled in a dry dock in the ordinary course of dry dock operations); (k) an electric power plant (except that this restriction shall not apply to (1) any wind generated power facility that is no closer than 1,100 feet from the BBD Property or (2) any package power facility utilized to supply power exclusively to Port Authority operations on the Peninsula); (l) a fireworks manufacturing or storage facility; (m) a sewage plant; (n) a fish market that is closer than 1,100 feet from the BBD Property; or (o) a junkyard (except that this restriction shall not apply to the processing and loading onto ships of scrap metal as part of a marine terminal operation).

C. Prior to January 1, 2044, the Port Authority shall not at any time operate or permit, suffer or allow (by sublease, license or otherwise) any individual, corporation, partnership, trust, association or other entity (a "Person") to operate, directly or indirectly, the following anywhere on Port Authority Property: (a) a facility for the loading and unloading of containerized cargo at the dock from vessels, including the operation of rail mounted gantry cranes and other land based heavy equipment for the principal purpose of loading and unloading

containerized cargo ("Container Facility"); (b) rail ("Rail" and together with a Container Facility, a "Container Port") for the principal purpose of transporting containerized cargo to/from such Container Facility; (c) Rail for any other purpose it being the intention that Rail may only be constructed as part of a Container Port (collectively, (a) through (c) being referred to as the "30 Year PA Restriction").

D. For Purposes of this Agreement, "Hazardous Substances" shall include any substance, material or waste, whether liquid, gaseous or solid, and any pollutant or contaminant, that is toxic, hazardous, explosive, corrosive or radioactive, or that is defined, listed or regulated under any Environmental Law, including without limitation, solid waste, petroleum, polychlorinated biphenyls and urea formaldehyde including, but not limited, to the "environmental hazardous substances" on the environmental hazardous substance list adopted by NJDEP pursuant to Section 4 of P.L. 1983, c.315 (C.34:5A-4); such elements and compounds, including petroleum products, which are defined as such by DEP and which shall be consistent to the maximum extent possible with, and which shall include, the list of hazardous substances adopted by the EPA pursuant to Section 311 of the Federal Water Pollution Control Act Amendments of 1972, Pub.L.92-500, as amended by the Clean Water Act of 1977, Pub.L.95-217 (33 U.S.C. §1251 *et seq.*); the list of toxic pollutants designated by Congress or the EPA pursuant to Section 307 of that act; and the list of hazardous substances adopted by the EPA pursuant to Section 101 of CERCLA; provided that sewage and sewage sludge shall not be considered as hazardous substances for the purposes of P.L.1976, c.141 (C.58:10-23.11 *et seq.*).

E. Prior to January 1, 2034, the Port Authority shall not commence construction of a Container Port or Container Facility or Rail on the Peninsula; provided, however, that nothing contained herein shall: (i) limit or restrict the Port Authority's right to plan, design and obtain permits and approvals for the construction of a Container Port or Container Facility on the Peninsula at any time the Port Authority determines that the operation and use of Container Port or Container Facility, becomes, or is determined to become, feasible; or (ii) limit or restrict the Port Authority's right to demolish existing structures or limit construction of any infrastructure or improvements or utilities needed for permitted Port Authority future operations and uses; provided that such demolition or construction does not have a materially adverse effect on the physical structure of the BBD Property and, provided, further, that such demolition shall not include the Hudson River Walkway in the Harbor Station District and Bayonne Bay District. Notwithstanding the foregoing, BBD shall have the right to assert any claims that may arise as a result of any physical damage to the BBD Property sustained as a result of any demolition or construction activities undertaken by the Port Authority.

F. The Port Authority shall limit any piling activity on Port Authority Property that is within 1200 feet of the BBD Property to between the hours of 8:30 a.m. and 5:30 p.m.

G. If the Port Authority acquires all or a portion of the Maritime District prior to January 1, 2044, the Port Authority, in addition to the restrictive covenants and permitted uses set forth in Section 1 herein, shall be subject to the provisions of Paragraph 1(a), 1(b) and 1(e) of the "Maritime Deed Restrictions" (attached hereto at Exhibit 3) until January 1, 2044 (the "Interim Period"), but only as set forth below:

(i) The restrictions set forth in Paragraph 1(e) of the Maritime Deed Restrictions shall only be applicable to the Port Authority during the Interim Period for uses in the "Low Impact Zone." Notwithstanding the foregoing, it is further understood and agreed that construction of the Interim Truck Route and Visual/Sound Wall as set forth in this Agreement, shall not be subject to the restrictions of Paragraph 1(e) of the Maritime Deed Restrictions and, it is further understood and agreed that upon the completion of the Visual/Sound Wall, the Port Authority shall have fully satisfied its obligation in lieu of compliance with Paragraph 1(e) of the Maritime Deed Restrictions and the restrictions set forth in Paragraph 1(e) of the Maritime Deed Restrictions shall not be applicable to the Port Authority during the Interim Period;

(ii) The definition of "Low Impact Uses" in Section 1(a) of the Maritime Deed Restrictions shall include the following additional uses: (1) construction and use of the Interim Truck Route as set forth in this Agreement and (2) construction and use of the Visual/Sound Wall as set forth in this Agreement; and

(iii) On and after January 1, 2044, subject to the restrictions applicable to the Port Authority as set forth in this Agreement, the March 16, 2015 "ROADWAY/RAIL, PROPERTY BUFFER AND PROPERTY USE AGREEMENT By and Between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY and FIDELCO BAYONNE REALTY, LLC and THE CITY OF BAYONNE", and the December 22, 2014 "SETTLEMENT AGREEMENT AND RELEASE among BAYONNE RESIDENTIAL LIMITED PARTNERSHIP, BAYONNE RESIDENTIAL URBAN RENEWAL, LLC, THE CITY OF BAYONNE, and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY", none of the provisions set forth in the "MARITIME DISTRICT RESTRICTIONS" shall apply to the Port Authority.

H. If the Port Authority acquires the property within Block 830, Lot 1 on the Peninsula that is directly east of the BBD Property ("**Bayonne Bay East**") as identified in **Exhibit 1(A)**, use of the property shall be limited to light manufacturing, high tech or warehouse distribution uses. If the Port Authority constructs or causes to be constructed such uses, the Port Authority will construct, at the Port Authority's sole cost and expense, a visual and sound wall ("**Bayonne Bay East Visual/Sound Wall**") between the Bayonne Bay East and BBD Property with a design that is consistent in size, form, color and construction characteristics to the visual and sound wall represented in **Exhibit 6**. The Bayonne Bay East Visual/Sound Wall shall be setback no less than 10 feet from the face of the curb of the easterly side of K Street and the Port Authority shall install mature landscaping on the west side of the Bayonne Bay East Visual/Sound Wall. Such landscaping shall be constructed and paid for by the Port Authority. The Port Authority shall have no obligation to maintain and shall incur no costs in connection with the maintenance of such landscaping after installation. Redeveloper shall be responsible for maintaining the landscaping and all maintenance costs after installation.

## **SECTION 2. POTENTIAL PORT AUTHORITY ROADWAY AND RAIL.**

A. Subject to Section 1 hereof, in the event that the Port Authority constructs Rail on the Peninsula in connection with a Container Port, the Port Authority shall use its best efforts to locate such Rail as close as reasonably possible to the Rail route identified as the "Proposed Tracks" on the map set forth on Exhibit 4 attached hereto, but in no event shall such Rail route deviate to the south by more than 50 feet from the alignment reflected on Exhibit 4 without BBD's prior written consent.

B. In the event that the Port Authority constructs Rail on the Peninsula the Port Authority shall relocate the Pulaski Street access road (currently located in part on Block 1190, Lot 3) to the north of such Rail (the "**Truck Route**") as reflected in the map attached hereto at Exhibit 4 and identified as the "Proposed Truck Route". In such event the Interim Truck Route, as defined below, shall no longer be used for access to the Port Authority Property.

C. The Port Authority agrees that the "Maritime Access Road/Memorial Boulevard Access Route of the Roadway Access Easement," defined in the August 3, 2010 Roadway Access Easement Agreement executed by the Port Authority and the BLRA (hereinafter "**Easement Agreement**") (attached hereto as Exhibit 5) and depicted on Exhibit "B" thereof, does not currently exist and, to the extent such road is ever constructed in the future, it shall only be constructed as described below. Until the Truck Route is constructed, truck access to the Port Authority Property shall be via either the Port Terminal Boulevard Access Route as shown on Exhibit "B" of the Easement Agreement, or, upon the completion thereof, the Maritime Access Road/Memorial Boulevard Access Route as shown on Exhibit "B" of the Easement Agreement (the "**Interim Truck Route**"); provided, however, that the Interim Truck Route shall be constructed as far to the north as possible in Block 800, Lot 1, adjacent to the property line of the Maritime District. The Port Authority shall construct the Interim Truck Route prior to any new use of the Port Authority Property differing from the uses in operation on the Port Authority Property as of June 30, 2014 that results in an appreciable increase in truck traffic on the Peninsula.

In the event that a dispute should arise concerning whether the circumstances are present to trigger the Port Authority's obligation to construct the Interim Truck Route in accordance with the final sentence in the immediately preceding paragraph, the parties agree to have that dispute resolved through binding arbitration. The arbitration shall be conducted by a retired New Jersey State Court Judge that is mutually acceptable to the parties, including but not limited to the Honorable Maurice J. Gallipoli (Retired). The Special Master will issue a final decision as to whether the Port Authority's obligation to construct the Interim Truck Route has been triggered, subject to the parties' respective rights to file an appeal of the arbitration decision. The Special Master shall apply New Jersey substantive law in arriving at any such decision.

D. If the Interim Truck Route is constructed, the Parties shall cooperate to move the location of the Roadway Access Easement as far northward as possible within the Roadway Access Easement area provided that such relocation shall not result in access to Port Authority Property on the Peninsula being unreasonably restricted. Upon the construction of the Interim



Truck Route, the Port Authority agrees that truck traffic, including vehicles and equipment being utilized for construction, shall only be permitted ingress to or egress from Port Authority Property to Pulaski Street on such Interim Truck Route.

### **SECTION 3. POTENTIAL PORT AUTHORITY VISUAL/SOUND WALL.**

A. In the event that the Port Authority constructs or causes to be constructed the Container Facility, Container Port, Truck Route, Interim Truck Route or Rail as referenced in Section 2 above, the Port Authority agrees to construct, at the Port Authority's sole cost and expense, a visual and sound wall between the BBD Property and the said Truck Route, Interim Truck Route and/or Rail (the "Visual/Sound Wall") as reflected in the map attached hereto at **Exhibit 6**. Such Visual/Sound Wall shall be constructed and paid for by the Port Authority.

B. The Port Authority will design and construct the Visual/Sound Wall with a design that is consistent with the size, form and construction characteristics to the visual and sound wall represented in **Exhibit 6**.

C. The Visual/Sound Wall shall be constructed during construction of the Container Facility, Container Port, Truck Route, Interim Truck Route or Rail, as applicable, to be substantially complete prior to the time that the Port Authority commences operation of a Container Facility, Container Port, Rail, Truck Route or Interim Truck Route.

D. In the event that the Port Authority constructs a Container Facility or Container Port and the Visual/Sound Wall is not previously built in connection with the operation of Rail, Truck Route or Interim Truck Route as set forth in Section 3.C above, the Port Authority shall ensure that the Visual/Sound Wall is completed along the Northern portion of the BBD Property when construction activity in connection with such Container Facility or Container Port occurs within 500 feet of the BBD Property.

### **SECTION 4. CITY PROPERTY RESTRICTIVE COVENANTS AND PERMITTED USES**

A. The City shall record the Declaration of Restrictive Covenants attached hereto as **Exhibit 7** on the Declarant Property (as defined therein).

B. The City shall record the Declaration of Restrictive Covenants attached hereto as **Exhibit 8** on the Declarant Property (as defined therein).

### **SECTION 5. USE OF PENINSULA PROPERTY**

A. Redeveloper hereby acknowledges and agrees that except as otherwise set forth herein, the City, Port Authority or any other party, including the successors and assigns of such parties as current or future owners of any portion of the Peninsula (individually a "Peninsula Owner," and collectively, the "Peninsula Owners") shall have the right to use their respective properties for any use permitted pursuant to local zoning laws and regulations, redevelopment plans, uses described as "Marine terminal purposes," in accordance with *N.J.S.A. 32:1-35.28* and

as defined at *N.J.S.A.* 32:1-35.30 or for any of the uses described in connection with a "Waterfront Development Project" in accordance with *N.J.S.A.* 32:1-35.36, *et seq.* and as defined at *N.J.S.A.* 32:1-35.30 and any uses consistent with those statutes free of any objection by Redeveloper (the "Permitted Uses"). Except as otherwise set forth herein, Redeveloper will not object to any Permitted Uses by any of the Peninsula Owners. Redeveloper hereby agrees that this paragraph 5.A. shall be binding upon Redeveloper, its successors and assigns, and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. In furtherance of the foregoing, Redeveloper specifically acknowledges that the City may change the redevelopment plan and permit changes to restrictions imposed on properties on the Peninsula heretofore conveyed by it or its predecessors in its sole and absolute discretion as and when the City so determines to be necessary and appropriate, without the consent or approval of Redeveloper, provided that any such amendments to the redevelopment plan shall not contravene the foregoing and shall be subject to the continuing restrictions and limitations regarding the Peninsula as set forth in this Agreement.

B. As set forth in Section b. (Maritime District Deed Restriction) of the "Grant of Conservation Restriction Easement" attached hereto as Exhibit 9, the Parties acknowledge that the Maritime District may only be developed for "Port Uses" as defined in *N.J.A.C.* 7:7E-7.9, subject to the restrictions set forth on Exhibit 3. Nevertheless, if permitted by NJDEP, the City may, in its sole and absolute discretion, amend the Redevelopment Plan and/or the Maritime Deed Restriction (with the consent of the Maritime Owner) to allow residential, retail and/or commercial uses in the Maritime District subject to the restrictions and limitations set forth in this Agreement, Exhibit 3 or any other applicable agreement between the City and the Port Authority.

C. All representations set forth in paragraph 5.A, without regard to technical classification or designation, legal or otherwise, shall be binding, to the fullest extent permitted by law and in equity, for the benefit and in favor of, and enforceable by the Port Authority and the City and their successors and assigns, against Redeveloper, its successors and assigns, and every successor in interest therein, and any party in possession or occupancy of the BBD Property or any part thereof.

## **SECTION 6. COVENANTS RUNNING WITH THE LAND**

This Agreement shall be recorded with the office of the Clerk of Hudson County, New Jersey, against the appropriate Peninsula Property for the benefit of the Redeveloper, the City and the Port Authority, as applicable and may be enforced by the City, the Port Authority and/or Redeveloper (and their respective successors and assigns to the applicable Peninsula Property). It is intended and agreed by all Parties that the covenants, restrictions and agreements set forth herein shall be covenants running with the land.

## **SECTION 7. NOTICES**

Any notice, demand, election or other communication, which the Port Authority, City or Redeveloper shall desire or be required to give pursuant to the provisions of this Agreement (each a "Notice"), shall be sent by registered or certified mail, return receipt requested, and the

giving of such Notice shall be deemed complete on the third (3<sup>rd</sup>) business day after the same is deposited in a United States Post Office with postage charges prepaid, or via overnight courier with Notice deemed effective upon receipt thereof, enclosed in a securely sealed envelope addressed to the Person intended to be given such Notice at the respective addresses set forth below or to such other address as such Party may theretofore have designated by Notice pursuant to this Section 6:

**Port Authority:** Port Authority of New York and New Jersey  
4 World Trade Center  
150 Greenwich Street,  
New York, New York 10006  
Attention: Executive Director

**With copy to:** Port Authority of New York and New Jersey  
4 World Trade Center  
150 Greenwich Street,  
New York, New York 10006  
Attention: General Counsel

**With copy to:** Craig A. Domalewski, Esq.  
Dughi, Hewit & Domalewski, P.C.  
340 North Avenue  
Cranford, New Jersey 07016

**Redeveloper:** Bayonne Bay Developers, Urban Renewal LLC  
Jack Halpern  
Atlantic Realty  
90 Woodbridge Center Drive  
6th Floor  
Woodbridge, New Jersey 07095

**With copy to:** Harry Stadler, Esq.  
Atlantic Realty  
90 Woodbridge Center Drive  
6th Floor  
Woodbridge, New Jersey 07095

Brian J. Molloy, Esq.  
Wilentz, Goldman & Spitzer, P.A.  
90 Woodbridge Center Drive  
Suite 900, Box 10  
Woodbridge, New Jersey 07095

**City:** City of Bayonne  
630 Avenue C  
Bayonne, New Jersey 07002  
Attention: Business Administrator

With a copy to: City of Bayonne  
630 Avenue C  
Bayonne, New Jersey 07002  
Attention: City Attorney

Joseph P. Baumann, Jr., Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, Second Floor  
Roseland, New Jersey 07068

All Notices to be given under this Agreement shall be given in writing in conformance with this Section 7 and, unless a certain number of days is specified, within a reasonable time.

**SECTION 8. AUTHORITY TO ENTER INTO AGREEMENT.**

The Parties hereto represent and warrant to each other that each has full right and authority to enter into this Agreement and that the person signing this Agreement on behalf of the Port Authority or the Redeveloper or the City, respectively, has the requisite authority for such act.

**SECTION 9. NON-LIABILITY OF INDIVIDUALS.**

No Commissioner, Councilperson, Mayor, director, officer, agent or employee of Port Authority or Redeveloper or the City, or partner or member of Redeveloper, shall be charged personally or held contractually liable by or to any party under any term or provision of this Agreement, or of any other previous agreement, document or instrument executed in connection therewith, or of any supplement, modification or amendment to this Agreement or to such other agreement, document or instrument, or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution.

**SECTION 10. NO THIRD PARTY BENEFICIARIES.**

The provisions of this Agreement are for the exclusive benefit of the Parties, their successors and assigns, and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

**SECTION 11. SEVERABILITY.**

If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**SECTION 12. COUNTERPARTS.**

This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**SECTION 13. GOVERNING LAW.**

This Agreement shall be construed in accordance with, and governed by, the applicable law of the State of New Jersey, without consideration given to choice of law principles.

*End of Page*

*Next Page is Signature Page*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

By:   
Name: Patrick J. Foye  
Title: Executive Director

**THE CITY OF BAYONNE**

By: \_\_\_\_\_  
Name: James M. Davis  
Title: Mayor

**BAYONNE BAY DEVELOPERS URBAN RENEWAL  
LLC**  
a New Jersey limited liability company  
By:

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

By: \_\_\_\_\_  
Name: Patrick J. Foye  
Title: Executive Director

**THE CITY OF BAYONNE**

By: \_\_\_\_\_  
Name: James M. Davis  
Title: Mayor

**BAYONNE BAY DEVELOPERS URBAN RENEWAL  
LLC**

a New Jersey limited liability company

By:

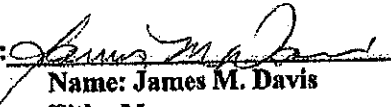
By: \_\_\_\_\_  
  
JACK HALPERN  
MANAGING MEMBER

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

By: \_\_\_\_\_  
Name: Patrick J. Foye  
Title: Executive Director

**THE CITY OF BAYONNE**

By:   
Name: James M. Davis  
Title: Mayor

**BAYONNE BAY DEVELOPERS URBAN RENEWAL  
LLC**  
a New Jersey limited liability company  
By:

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