

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

RECORD AND RETURN TO:

MAURICE A WALKER  
700 PARK PLAZA SUITE 212  
SPRINGFIELD NJ 07094

Prepared by: Lucrezia White  
Sr. Conveyancer



20180209010016090 1/81  
02/09/2018 11:55:11 AM DEED  
Bk: 9281 Pg: 66  
Diane Coleman  
Hudson County, Register of Deeds  
Receipt No. 1328754

### DEED

THIS DEED is made, as of January 31, 2018,

BETWEEN: NEW JERSEY PROPERTIES INC., a corporation of the State of New Jersey, with its principal office at 80 Park Plaza, Newark, Essex County, New Jersey 07102. (hereinafter "Seller");

AND: THE HOUSING AUTHORITY OF THE CITY OF BAYONNE, with its principal office at 549 Ave A, Bayonne, NJ 07002 (hereinafter "Buyer").

The Seller grants and conveys, and Buyer agrees to accept from Seller, the property described below. This conveyance is made for the sum of FIVE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED (\$542,500.00) DOLLARS, United States currency. The Seller acknowledges receipt of this money.

The property consists of land situate in the CITY of BAYONNE, COUNTY of HUDSON and STATE of NEW JERSEY having a municipal-tax designation of Lot Numbers 1, 2, 3, 4, 5, 6 & 7, all in Block 471, as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property").

The Seller promises and represents that the Seller has done no act to encumber the Property except as noted herein.

This conveyance is made subject to the following conditions and reservations:

Any and all deed notices, easements, rights, privileges, licenses or grants of whatever nature heretofore given by Seller or otherwise created, which now exist and which affect the Property, such as but not limited to drainage rights, streets, roadways, telephone lines, underground conduits, sewers, manholes, pipes or rights-of-way.

Site, surface or subsurface conditions affecting the Property not disclosed by any instrument recorded in the Offices of the Clerk of Hudson County.

The condition that the Buyer will not store any hazardous or toxic wastes or substances or any materials of a dangerous or flammable nature, including but not

20180209010016090  
2/9/2018 11:55:00 AM  
Consideration: \$542,500.00  
Exempt Code: Exempt  
County: \$ .00 State: \$ .00  
NJRHTF \$ .00 PHPF: \$ .00  
EAR: \$ .00 General: \$ .00  
Buyer's Fee: \$ .00  
Total RTF: \$ .00

limited to petroleum or petroleum products in any form upon, in or under the Property.

The terms and conditions contained in the Contract for Sale of Real Estate last signed by the parties on June 9, 2017 which is on file at the offices of Seller.

Such state of facts as an accurate survey and a thorough inspection of the Property may disclose.

Buyer, for itself and its affiliates, successors, heirs and assigns, does hereby agree to release, defend, indemnify, hold harmless and forever discharge Seller, its affiliates, successors and assigns, from all actions, causes of action, obligations, expenses, liabilities, losses, penalties, fines, fees (including counsel fees and costs of investigations and defense) or costs (including monitoring, clean-up, compliance and/or litigation costs), claims, lawsuits, damages (including personal injury, death, property and natural resource damages) and violation of any federal, state or local law, statute, rule, regulation or ordinance, including but not limited to Environmental Laws, of any kind or character, whether known or unknown, hidden or concealed (collectively "Claims"), which Seller or Buyer may, at any time and from time to time, incur, pay out, be exposed to and/or be responsible for which arises from or is related to the Property, including without limitation as a result of the presence of any Regulated Substances, Environmental Condition and/or violation or of noncompliance with any Environmental Law, regardless of whether the conduct or condition took place or existed prior to or after the Closing. Buyer hereby agrees to include these terms in all future deeds regarding this Property.

Buyer acknowledges it is aware that factual matters now unknown to it may have given or may hereafter give rise to Claims (that are currently unknown, unanticipated and unsuspected, and it further agrees that the release, indemnity, defend and hold harmless provisions herein have been negotiated in light of that awareness and nevertheless Buyer releases, indemnifies, defends and hold harmless the Seller and Seller's affiliates, successors and assigns. Buyer shall include notice of this release of Claims in any future deed relating to the Property or any portion of the Property. This shall be a burden upon the Property and shall run with the land and bind all future parties who acquire an interest in the Property, their successors and assigns in perpetuity.

Current Environmental Condition of the Property: Buyer acknowledges and agrees that Seller has remediated the Property and acquired a No-Further Action Letter from the NJDEP. The transfer of the Property will result in Buyer (completely) and solely responsible for any environmental condition or remediation of the Property that is not associated with the discharge of a Regulated Substance from the Seller's previous use of the Property has a manufactured gas facility. Seller will continue to be responsible for any Environmental Condition of remediation associated with the former Hobart Avenue Gas Works. Buyer acknowledges and agrees to comply with the No Further Action Letter and Deed Notice that was recorded on May 7, 2007 and is attached herewith as Exhibit B. Buyer acknowledges and agrees to comply with the notification requirements stipulated in the Deed Notice and to notify PSE&G in advance of any disturbance to the

cap described in Exhibit C-2 of the Deed Notice. The Buyer acknowledges and agrees to comply with the requirements stipulated in Exhibit C-3 of the Deed Notice that requires any structure constructed on the Property to be equipped with a Vapor Barrier System and shall require all future purchasers of the Property to comply with this requirement.

**Title Reservation:** Seller reserves the following provisions for the benefit of its parent corporation, Public Service Electric and Gas Company ("PSE&G"), its affiliates, successors and assigns the following:

A. The right to construct, operate, own, reconstruct, add, alter, replace, relocate, upgrade and maintain overhead and underground electric wires, gas mains, telecommunication facilities and appurtenances presently located on the Property, if any, (the "Facilities"), together with the right to remove obstructions and to trim, cut and remove at any time and without prior notice, any and all trees now located and which may hereafter be located on the Property which, in the judgment of the duly authorized representative of PSE&G, its affiliates, successors and assigns, endanger said Facilities, as they presently exist or shall exist at the time of future placement; together with the absolute right, liberty and sole authority of PSE&G, its affiliates, successors and assigns, to assign the whole or any part of said personalty, easement, or the use thereof, independent of or together or in conjunction with Seller.

**STREET ADDRESSES:** The street addresses of the Property are as follows: 13-15 Oak Court West; 11 Oak Court West; 9 Oak Court West; 7 Oak Court West; 5 Oak Court West; 3 Oak Court West and 1 Oak Court West, Bayonne, New Jersey.

**VESTING RECITALS:**

As to Block 471, Lot 1 – Being the same premises conveyed to the Seller herein by Deed from City of Bayonne dated April 20, 198 and recorded April 28, 1998 in the Hudson County Register's Office in Deed Book 5274, Page 109.

As to Block 471, Lot 2 – Being the same premises conveyed to the Seller herein by Deed from Richard D. Donovan and Laura Donovan, his wife, dated May 30, 1997 and recorded June 3, 1997 in the Hudson County Register's Office in Deed Book 5146, Page 114; and by corrective deed from Richard D. Donovan and Laura Donovan, his wife dated October 29, 1997 and recorded November 19, 1997 in the Hudson County Register's Office in Deed Book 5211, Page 83.

As to Block 471, Lot 3 – Being the same premises conveyed to the Seller herein by Deed from Beneficial New Jersey Inc. dba Beneficial Mortgage Co. dated August 15, 1995 and recorded October 2, 1995 in the Hudson County Register's Office in Deed Book 4911, page 136.

As to Block 471, Lot 4 – Being the same premises conveyed to the Seller herein by Deed from Khaled Aly, Michele Ann Aly, his wife and Mohammad S. Ebrahin dated August 30, 1995 and recorded September 5, 1995 in the Hudson County Register's Office in Deed Book 4901, Page 145.

As to Block 471, Lot 5 – Being the same premises conveyed to the Seller herein by Deed from Anthony R. Bonner and Elba Bonner, his wife dated December 20, 1996 and recoded January 13, 1997 in the Hudson County Register's Office in Deed Book 5086, Page 335.

As to Block 471, Lot 6 – Being the same premises conveyed to the Seller herein by Deed from Kismore R. Shukla and Theresa Shukla, his wife and Hemantkumar R. Shukla, unmarried dated August 14, 1996 and recorded August 29, 1996 in the Hudson County Register's Office in Deed Book 5035, Page 64.

As to Block 471, Lot 7 – Being the same premises conveyed to the Seller herein by Deed from Antonakis Elia and Andrea Elia, his wife dated October 13, 1994 and recorded October 19, 1994 in the Hudson County Register's Office in Deed Book 4785, page 166.

**TO HAVE AND TO HOLD** the Property herein conveyed unto Buyer, the heirs, successors and assigns of Buyer forever.

*Signature Page Follows*

THIS DEED is signed and attested to by the parties hereto as of the date at the top of the page.

**SELLER:  
NEW JERSEY PROPERTIES INC.**

ATTEST:

By:

*Jorge L. Carenas*  
JORGE L. CARENAS,  
VICE PRESIDENT

*Michael K. Hyun*  
MICHAEL K. HYUN  
SECRETARY

**BUYER:  
THE HOUSING AUTHORITY OF THE CITY  
OF BAYONNE**

By:

*John Moran*  
Print Name: JOHN MORAN  
Print Title: EXECUTIVE DIRECTOR

WITNESS OR ATTEST:

*Robert Wallace*  
Print Name: ROBERT WALLACE  
Print Title: ATTORNEY

STATE OF NEW JERSEY )  
: SS.  
COUNTY OF ESSEX )

I CERTIFY that on Jan 31st, 2018, JORGE L. CARDENAS, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- a) was the maker of the attached Deed;
- b) was authorized to and did execute this Deed as VICE PRESIDENT of NEW JERSEY PROPERTIES INC., the entity named in this Deed;
- c) made this Deed for \$542,500.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

*Lucrezia White*  
Notary Public

Lucrezia White  
Notary Public  
New Jersey  
My Commission Expires 9-1-21  
No. 2349234

STATE OF NEW JERSEY )  
: SS.  
COUNTY OF ESSEX )

BE IT REMEMBERED, that on this 31 day of January, 2018, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared John Martin, who, I am satisfied, is the Executive Director of THE HOUSING AUTHORITY OF THE CITY OF BAYONNE, the entity named in and which executed the foregoing instrument, and he is the person who signed said instrument as such officer for and on behalf of said entity, having full authority to do so, and he acknowledged that said instrument was made by said entity and sealed with its corporate seal as the voluntary act and deed of said entity.

*Kathleen S. Williams*  
Notary Public  
Kathleen S. Williams  
Attorney at Law  
Somerset, N.J.

EXHIBIT A

Unofficial  
Copy

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

**Old Republic National Title Insurance Company**

400 Second Avenue South, Minneapolis, Minnesota 55401

Issuing Agent

First Jersey Title Services, Inc.

P.O. Box 2525 (25-00 Broadway) Fair Lawn, NJ 07410

201-791-4200

Fax: 201-791-9050

www.firstjerseytitle.com

File No: 093123

**EXHIBIT A TO DEED**

**Legal Description**

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

**LOT 1 BLOCK 471**

**BEGINNING** at a point in the westerly sideline of Oak Court West, said point being distant 140.00 feet northerly from the intersection of said westerly sideline of Oak Court West with the northerly sideline of Oak Street and running thence

1. North 81°46'30" West 90.00 feet to a point, thence
2. North 08°13'30" East 39.74 feet to a point in the southerly sideline of New Jersey State Highway Route 169, thence
3. Along said highway, North 83°14'40" East 93.17 feet to a point in the westerly sideline of Oak Court West, thence
4. Along said westerly sideline of Oak Court West, South 08°13'30" West 63.82 feet to the point and place of **BEGINNING**.

**BEING** known as Lot 8AF in City Block 431 as shown on a certain map entitled "Final Major Subdivision of Property Situate in Bayonne, Hudson County, NJ, June 28, 1968, revised November 26, 1968" filed in the Office of the Register of Hudson County on March 21, 1969 as Map No. 2215.

**LOT 2 BLOCK 471**

**BEGINNING** at a point in the westerly sideline of Oak Court West, said point being distant 110.00 feet north of its intersection with the northerly sideline of Oak Street at a point opposite the center of a party wall erected partly on the premises described and partly on the premises lying to the south thereof and running thence

1. North 81°46'30" West, to, through and beyond the center of said party wall 90.00 feet to a point, thence
2. North 08°13'30" East 30.00 feet to a point, thence
3. South 81°46'30" East and parallel with the first course, 90.00 feet to a point in the westerly side of Oak Court West, thence
4. South 08°13'30" West along said westerly sideline of Oak Court West, 30.00 feet to the point and place of **BEGINNING**.

**BEING** known as Lot 8AE in City Block 431 as shown on a certain map entitled "Final Major Subdivision of Property Situate in Bayonne, Hudson County, NJ, June 28, 1968, revised November 26, 1968" filed in the Office of the Register of Hudson County on March 21, 1969 as Map No. 2215.

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by First Jersey Title Services, Inc.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



**Old Republic National Title Insurance Company**

400 Second Avenue South, Minneapolis, Minnesota 55401

Issuing Agent

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P.O. Box 2525 (25-00 Broadway) Fair Lawn, NJ 07410

201-791-4200 Fax: 201-791-9050

www.firstjerseytitle.com

File No: 093123

**EXHIBIT A TO DEED**

**Legal Description**

**LOT 3 BLOCK 471**

**BEGINNING** at a point on the westerly side of Oak Court West, 90 feet north of its intersection with the northerly side of Oak Street at a point opposite the center of a party wall standing partly on the premises described herein and partly on the premises lying to the south thereof and running thence

1. North 81°46'30" West, to, through and beyond the center of said party wall 90 feet to a point, thence
2. North 08°13'30" East 20 feet opposite the center of a party wall standing partly on the premises described herein and partly on the premises lying to the north thereof, thence
3. Running easterly to, through and beyond the center of said party wall and parallel with the first course, 90 feet to a point on the westerly side of Oak Court West, thence
4. South 08°13'30" West along said westerly side of Oak Court West, 20 feet to the point and place of **BEGINNING**.

**BEING** known by the same Lot and Block Number on "Final Major Subdivision of Property Situate in Bayonne, Hudson County, NJ, June 28, 1968, revised November 26, 1968" filed in the Office of the Register of Hudson County on March 21, 1969 as Map No. 2215.

**LOT 4 BLOCK 471**

**BEGINNING** at a point on the westerly side of Oak Court West, 70 feet north of its intersection with the northerly side of Oak Street at a point opposite the center of a party wall standing partly on the premises herein described and partly on the premises lying to the south thereof and thence running

1. North 81°46'30" West, to, through and beyond the center of said party wall 90 feet to a point, thence
2. North 08°13'30" East 20 feet to a point opposite the center of a party wall standing partly on the premises described herein and partly on the premises lying to the north thereof, thence
3. South 01°46'30" East, to, through and beyond the center of said party wall and parallel with the first course, 90 feet to a point on the westerly side of Oak Court West, thence
4. South 08°13'30" West along said westerly side of Oak Court West, 20 feet to the point and place of **BEGINNING**.

**BEING** known as the same Lot and Block Number on "Final Major Subdivision of Property Situate in Bayonne, Hudson County, NJ, June 28, 1968, revised November 26, 1968" filed in the Office of the Register of Hudson County on March 21, 1969 as Map No. 2215.

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**EXHIBIT A TO DEED**

**Legal Description**

**LOT 5 BLOCK 471**

BEGINNING at a point on the westerly side of Oak Court West, said point being distant 50.00 feet north of its intersection with the northerly side of Oak Street at a point opposite the center of a party wall standing partly on the premises herein described and partly on the premises lying to the south thereof and thence running

1. North 81°46'30" West, to, through and beyond the center of said party wall 90 feet to a point, thence
2. North 08°13'30" East 20 feet to a point opposite the center of a party wall erected partly on the premises described herein and partly on the premises lying to the north thereof, thence
3. South 01°46'30" East, to, through and beyond the center of said party wall and parallel with the first course, 90 feet to a point on the westerly side of Oak Court West, thence
4. South 08°13'30" West along said westerly sideline of Oak Court West, 20 feet to the point and place of BEGINNING.

BEING known as Lot 8AB in City Block 431 as shown on a certain map entitled "Final Major Subdivision of Property Situate in Bayonne, Hudson County, NJ, June 28, 1968, revised November 26, 1968" filed in the Office of the Register of Hudson County on March 21, 1969 as Map No. 2215.

**LOT 6 BLOCK 471**

BEGINNING at a point on the westerly side of Oak Court West, 30 feet north of its intersection with the northerly side of Oak Street at a point opposite the center of a party wall standing partly on the premises herein described herein and partly on the premises lying to the south thereof and thence running

1. North 81°46'30" West, to, through and beyond the center of said party wall 103.69 feet to a point, thence
2. North 43°32' East 23.70 feet to a point, thence
3. North 08°13'30" East 0.66 feet to a point opposite the center of a party wall standing partly on the premises described herein and partly on the premises lying to the north thereof, thence
4. South 81°46'30" East, to, through and beyond the center of said party wall and parallel with the first course, 90.00 feet to a point on the westerly side of Oak Court West, thence
5. South 08°13'30" West along said westerly side of Oak Court West, 20.00 feet to the point and place of BEGINNING.

BEING known by the same Lot and Block Number on "Final Major Subdivision of Property Situate in Bayonne, Hudson County, NJ, June 28, 1968, revised November 26, 1968" filed in the Office of the Register of Hudson County on March 21, 1969 as Map No. 2215.

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File No: 093123

**EXHIBIT A TO DEED**

**Legal Description**

**LOT 7 BLOCK 471**

**BEGINNING** at the intersection of the northerly side of Oak Street and the westerly side of Oak Court West and running thence

1. North 81°46'30" West along Oak Street 124.34 feet to a point, thence
2. North 43°32' East 36.76 feet to a point opposite the center of a party wall standing on the premises described herein and partly on the premises lying to the north thereof, thence
3. South 81°46'30" East to, through and beyond the center of said party wall with the northerly line of Oak Street, 103.69 feet to a point in the westerly side of Oak Court West, thence
4. South 08°13'30" West along the westerly line of Oak Court West, 30.00 feet to the point and place of **BEGINNING**.

**BEING** Lot 8Z in City Block 431 on map entitled "Final Major Subdivision of Property Situate in Bayonne, Hudson County, NJ, June 28, 1968, revised November 26, 1968" recorded March 21, 1969 in the Hudson County Register's Office as Map No. 2215.

Commonly known as:

13-15 Oak Court West  
Bayonne, New Jersey  
11 Oak Court West  
Bayonne, New Jersey  
9 Oak Court West  
Bayonne, New Jersey  
7 Oak Court West  
Bayonne, New Jersey  
5 Oak Court West  
Bayonne, New Jersey  
3 Oak Court West  
Bayonne, New Jersey  
1 Oak Court West  
Bayonne, New Jersey

**IN COMPLIANCE** with Chapter 157, Laws of 1977, premises herein are Block 471 Lot 1, Block 471 Lot 2, Block 471 Lot 3, Block 471 Lot 4, Block 471 Lot 5, Block 471 Lot 6, Block 471 Lot 7, on the tax map of the above municipality.

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