



2039 J. F. Kennedy Boulevard
Hepburn Hall, Room 314
Jersey City, NJ 07305

SEP 4 '20 PM 2:31
LANDUSE REGULATION

8/14/20

To: Martin Mosen
Environmental Specialist III
Tidelands
NJ Department of Environmental Protection
Division of Land Use Regulation
501-02A P.O. Box 420
Trenton, New Jersey 08625-0420

From: Jeff Livingston
AVP Campus Architect
New Jersey City University
2039 Kennedy Boulevard
Grossnickle Hall 327
Jersey City, NJ 07305

Subject: Management Rights Agreement, with New Jersey City University.

Dear Mr. Mosen,

Concerning the establishment of a management Rights Agreement with New Jersey University for the use of Gerrity Field. Please find in the attached packet the information you requested at our 10/23/19 meeting held in your offices

- Management Rights Agreement (Created as per your instructions using a Riparian Grant Application as the baseline document).
- Four (4) copies of the land survey, incorporating the additional information you request.
- Tax maps showing the location of Block 26103 lot(s) 5/6/7 N.J. Higher Education.
- Copies of the original deeds
- Three (3) letters of recommendation

If you have and questions or require any additional information, please do not hesitate to call me.

(201) 200 2064 or (732) 921-1012

Sincerely Jeff Livingston

Instructions for ~~Riparian Grant~~ Applications ~~Management Rights Agreement~~

A ~~riparian grant~~ **Management Rights Agreement** is a deed from the State of New Jersey for the sale of its tidelands, also known as riparian lands. As stated in N.J.S.A. 12:3-10 and N.J.S.A. 13:1B-13, state-owned tidelands are defined as all lands currently and formerly flowed by the mean high tide of a natural waterway. For example, Barnegat Bay, a naturally tidal body of water, is state-owned riparian land.

Property owners may desire a ~~riparian grant~~ **Management Rights Agreement** if any portion of their property was, at one time, flowed by the mean high tide of a natural body of water. The portion of the property that was formerly tidal is state-owned property despite the fact that it has been filled in and the former waterway is no longer evident. The state-owned section of the property is known as a Tidelands Claim; a Tidelands Claim is a cloud on a property owner's title regardless of whether or not that property owner is aware of the claim at the time of purchase. Obtaining a riparian grant is not mandatory; however, a grant may be desired to clear title to a property encumbered with a Tidelands Claim.

Current policy is to issue grants only for historic tidelands. That is, the State of New Jersey no longer sells currently flowed tidelands. Exceptions are sometimes made when the area of the Tidelands Claim is now part of an artificial waterway such as a lagoon.

~~Riparian grants~~ **Management Rights Agreement** require complex processing as well as the approval of state officials. Therefore, a grant takes approximately one year to obtain.

The State of New Jersey is under no obligation to issue a riparian grant. ~~Riparian grants~~ **Management Rights Agreement** are not valid until delivered and are not valid unless issued to the persons or entities holding title on the date of delivery.

Grant Application Requirements:

The materials listed in Section A are required for all ~~riparian grant~~ Management Rights Agreement Applications. Some applications will have further requirements as described in Sections B – E. Please note that an application may have requirements from multiple sections.

A. All applications must include the following:

1. ~~Riparian Grant~~ **Management Rights Agreement Application Form** – completed and signed by all persons listed as the current owner on the most recent recorded deed. This form must include owner and agent (if applicable) email addresses.
2. ~~Affidavit of Title~~ – completed, signed by all persons listed on the current recorded deed, and notarized
3. **Recorded Deed** – a copy of the current deed as recorded in the County Clerk's office

4. ~~**Title Insurance Policy** — a copy of the entire policy or evidence of due diligence if a policy cannot be located~~
5. **Property Survey** – four (4) copies of a survey; each copy must meet all of the following requirements:
- ☐ Signed and sealed by a New Jersey Licensed Land Surveyor; photocopies of plans and/or plans that do not bear the signature and seal of a New Jersey Licensed Land Surveyor will not be accepted.
 - ☐ Provide a survey metes and bounds description that matches the submitted survey, defining the perimeter of the parcel being covered by the grant. It must be revised when any survey revisions are made and it must be on the letterhead of the survey company as it will become an attachment to those grant documents that require a metes and bounds description.
 - ☐ Depicts the existing and proposed conditions of the property.
 - ☐ Provides the date of the original drawing and of any revisions; the date of either the original drawing or of the most recent revision must be current.
 - ☐ Provides the owner's name, tax lot and block, municipality and county for the subject property.
 - ☐ Drawn to scale in either a 1"=10', 1"=20', 1"=30', 1"=40', 1"=50' or 1"=60' scale; other scales will not be accepted.
 - ☐ Provides the standard engineering scale used.
 - ☐ Includes a graphic scale.
 - ☐ Includes a north arrow.
 - ☐ Depicts the complete upland of the subject property and provides a point of beginning (POB) on the property line that is defined with an X-Y Coordinate using the NJ Plane Coordinate System (NJPCS), 1983 North American Datum (NAD) in feet; from this POB all appropriate bearings and distances around the entire parcel perimeter must be defined and record title must be clearly marked.
 - ☐ Provides all bearings in degrees, minutes, seconds as whole numbers (no decimals: e.g. N 14 degrees, 56 minutes, 36.5 seconds E would not be accepted). All arcs must contain Radius, Arc Length, Chord Bearing & Length.
 - ☐ Provides all distances to two decimals with positional tolerance of +/- .07 feet.

- ☐ Provides the total square footage of the property, rounded up the whole foot. If the area to be covered by the grant is different from that of record title, the grant area is to be described by proper bearings and distances with the square footage provided, and this outer parcel perimeter must close and be described in the metes and bounds description..
- ☐ Clearly indicates the claim area that is to be purchased from the State of New Jersey; if a portion of the claim area is currently flowed tidelands, this area must be defined and labeled.
- ☐ Provides the total square footage of the claim area; separate total square footages are required for formerly flowed and currently flowed areas. (Each claim area should be defined separately with proper bearings and distances, the square footage of the area, and a bearing-and-distance tie line to a property corner if not abutting the site's perimeter).
- ☐ In the case of an upland sweep grant, the claim area may be depicted and the area simply called out in square feet (rounded up to the whole foot). The fact that the survey is signed and sealed ensures the validity of the claim area(s).
- ☐ Depicts the location of the current (or former) mean high water line as applicable. If the MHWL defines the outer perimeter of the parcel, then it must have proper bearings and distances defining it.
- ☐ Depicts the location of the Tidelands Claim Line and notes the source of the line.
- ☐ Depicts all abutting lots/blocks, streets, waterways, etc.
- ☐ Provides the location of any existing tidelands conveyances (grants, licenses, Statements of No Interest, etc.) on the subject property if applicable.
- ☐ DOES NOT SHOW extraneous survey details such as (but not limited to) soundings, elevations, and additional upland features (e.g. buildings, landscaping, walkways). A Tidelands Survey should be clear of all such items though they may be appropriate for a typical permit plan.
- ☐ Ensures all lines that run to an existing, retaining wall, rip-rap, or other such structure, are measured to the waterside face of the bulkhead or structure rather than to a point in the middle of the bulkhead or structure.

~~6. **Real Estate Appraisal** — an original plus two (2) copies of a current appraisal report will be required. Due to the time sensitive nature of this report, the appraisal should not be submitted with the initial application. An appraisal request along with a list of appraisal requirements will be sent once the application is deemed complete. Please be advised that submitting the appraisal with the initial application may result in the need for a second appraisal.~~

B. Applicants not applying as either private citizens or as Condominium Associations (i.e. companies, corporate entities, government agencies, counties, municipalities, etc.) must also submit the following:

1. **Organization Data Form** – only a person(s) listed on this form may sign the other forms that are associated with the application (i.e. Grant Application Form, Affidavit of Title)

C. When applicants are applying as a Condominium Association, the following additional requirements apply:

1. The application must include a copy of the **first two pages of the Master Deed** in addition to the recorded deeds of all individual unit owners.
2. All required forms must be completed in the name of the Condominium Association.

D. When applicants are condominium owners but are applying individually rather than as a Condominium Association:

1. As an application requirement, the applicant must submit a written request to all other unit owners for their participation in the grant process; this request must include an offer for a special 10% discount that will be applied to the grant consideration if all unit owners apply together as a Condominium Association (please note that the discount only applies to condominiums of 3 or more units). An application for an individual unit owner will only be processed if proof that other unit owners have declined to participate is supplied.
2. The application must include a copy of the portion of the master deed with the associated affidavit indicating the owner's share of common elements as well as the complete recorded unit deed for the applicant.

E. When current and former property owners are jointly applying, the following additional requirements apply:

1. The application must include a copy of the **Escrow Agreement**.
2. The application must include a copy of the **Settlement Papers**.
3. The application must include a complete set of all required materials from both the current and the former owners (exceptions: only one set of real estate appraisals and property surveys are required).

Submit all applications to:

State of New Jersey
Department of Environmental Protection
Bureau of Tidelands Management
P.O. Box 420 Code 501-02B
Trenton, NJ 08625-0420

Do Not Send by Certified Mail

If you have any questions regarding this application, please contact the Technical Support Center at (609) 777-0454.



State of New Jersey
Department of Environmental Protection
Bureau of Tidelands Management
P.O. Box 420 Code 501-02B
Trenton, NJ 08625-0420



RIPARIAN GRANT Management Rights Agreement (MRA) APPLICATION FORM

PLEASE INCLUDE THE NAMES AND SIGNATURES OF ALL PERSONS LISTED ON THE CURRENT RECORDED DEED
ATTACH A SIGNATURE ADDENDUM PAGE IF MORE THAN TWO SIGNATURES ARE REQUIRED

Title Holder(s)				
Name(s): New Jersey City University				
Mailing Address: 2039 Kennedy BLVD		City: Jersey City	State: N.J.	
Zip Code: 07305	Daytime Telephone Number: 200 201 3035		Email Address: Aaska@njcu.edu	
Site Location				
Address: 235 Route 440		Municipality: Jersey City	County: Hudson	
Block: 1270	Lot 4P	Waterway:	Purchase Date: 9/7/1988	Sale Date (if applicable):
N.A.D. 1983 State Plane Coordinates (feet) 6 digits only (if known): E (x):			N (y):	
Agent Information (optional)				
Agent Name:				
Mailing Address:		City:	State:	
Zip Code:	Telephone Number:		Email Address:	
Signatures				
<i>I, the undersigned, hereby request a Riparian Grant Management Rights Agreement from the State of New Jersey. I recognize that the State is under no obligation to issue the desired Grant MRA and that said Grant MRA is not valid until delivered. Furthermore, I certify that all of the above information is true and accurate. I understand that, should any of this information prove false, the State of New Jersey may deny my application for a Tidelands Grant Management Rights Agreement or seek to invalidate any conveyance that has been delivered.</i>				
<i>X I agree to act as my own representative in all matters pertaining to my Tidelands Grant MRA .</i>				
☐ <i>I authorize the person named above to act as my agent in all matters pertaining to my Tidelands Grant MRA. I understand that the Bureau of Tidelands Management will correspond only with this agent. Furthermore, I understand that I should direct future questions or concerns regarding my conveyance to my agent. This agreement will remain in effect unless I submit written notification to the Bureau of Tidelands Management.</i>				
Signature of Title Holder: , University Representative (VP of Operations & Innovation) ^a				Date: 8/14/20
Print Name: Aaron Aska				
Signature of Title Holder: University Representative (University Counsel) ^A				Date: 8/14/20
Print Name: Alfred Ramey				



State of New Jersey
Department of Environmental Protection
Bureau of Tidelands Management
P.O. Box 420 Code 501-02B
Trenton, NJ 08625-0420



AFFIDAVIT OF TITLE

PLEASE INCLUDE THE NAMES AND SIGNATURES OF ALL PERSONS LISTED ON THE CURRENT RECORDED DEED
ATTACH A SIGNATURE ADDENDUM PAGE IF MORE THAN TWO SIGNATURES ARE REQUIRED

I, the undersigned, being of lawful age, hereby attest to the following:

1. I am the current owner of the following property:

Address _____ N/A _____

Municipality _____

County _____

Block _____

Lot _____

2. I am the owner of this property by virtue of the following deed:

Date of Deed _____ N/A _____

Recorded in County of _____

Deed Book _____

Page Number _____

3. I have not sold or in any other way relinquished my ownership interest in this property.

Signature of Title Holder

Signature of Title Holder

Date

Date

Print Name

Print Name

Signature of Notary Public

Date

Affix Seal:



State of New Jersey
Department of Environmental Protection
Bureau of Tidelands Management
P.O. Box 420 Code 501-02B
Trenton, NJ 08625-0420



ORGANIZATION DATA FORM ***

ATTACH AN ADDITIONAL PAGE IF SPACE FOR MORE THAN FOUR NAMES IS NEEDED

Organization Information

Name of Organization: New Jersey City University

Address of Principal Office: 2039 Kennedy BLVD

Authorized Persons

Please list the persons authorized to act on behalf of the above organization:

Name: Aaron Aska

Title: VP Operations & Innovation

Address: 314 Hepburn Hall, 2039 Kennedy BLVD, Jersey City NJ

Name: Alfred Ramey

Title: University Counsel

Address: 309 Hepburn Hall, 2039 Kennedy BLVD, Jersey City NJ

Name:

Title:

Address:

Name:

Title:

Address:

Organization Data

Is this organization based in New Jersey?

☒ Yes ☐ No

If No, is this organization authorized to do business in New Jersey?

☒ Yes ☐ No

Is the organization currently in good standing?

☒ Yes ☐ No

If No, please explain.

When was the First Annual Report filed with the Secretary of State in Trenton?

Are there any Franchise Taxes currently due to the Corporation Tax Bureau?

☐ Yes ☐ No

If Yes, in what year were the last taxes paid?

***Complete this form only if the applicant is not a private citizen



State of New Jersey
Department of Environmental Protection
Bureau of Tidelands Management
P.O. Box 420 Code 501-02B
Trenton, NJ 08625-0420



SIGNATURE ADDENDUM PAGE

Land Parcels Included in this agreement are:

Addendum to:	
Signatures	
Signature	Date:
Block 26103 Lot (s) 5/6/7	
Print Name:	
Signature:	Date:
Print Name:	
Signature:	Date:
Print Name:	
Signature:	Date:
Print Name:	
Signature:	Date:
Print Name:	

Signature: Alfred Ramey
Alfred Ramey (Aug 21, 2020 11:36 EDT)

Email: aramey@njcu.edu

Signature: Aaron Aska
Aaron Aska (Aug 21, 2020 12:55 EDT)

Email: aaska@njcu.edu

DEED

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

This Deed is made on April 18, 19 88.

John E. Dimon
JOHN E. DIMON

BETWEEN MARIE MONTALTO, widow and unmarried, residing at 257 Atlantic Isle, North Miami Beach, Florida, 33160 and

NELLIE M. SESSA, widow and unmarried, residing at 282 Atlantic Isle, North Miami Beach, Florida, 33160

whose address is

referred to as the Grantor,

AND

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

whose post office address is 133 Franklin Corner Road, Lawrenceville, New Jersey referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)**

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of **JERSEY CITY**
Block No. 1270 Lot No. 4P Account No.

☐ No property tax identification number is available on the date of this deed. (Check box if applicable.)

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

Being known and numbered as Lot 4P Block 1270 on the Official Tax Map of the City of Jersey City, N.J.

A metes and bounds description is attached.

Subject to restrictions and easement of record, if any.

Being a portion of the same premises conveyed to Thomas A. Sessa and Frank C. Montalto by Deed from Gerson Bacher, et ux dated December 7, 1955, and recorded in Book 2664 page 230 for Hudson County on January 25, 1956.

The said Thomas A. Sessa died testate May 5, 1974, and Frank C. Montalto died testate August 20, 1987. By their respective wills which are probated in Dade County, Florida, Sessa devised this property inter alia, to his widow Nellie M. Sessa and Montalto devised this property, inter alia, to his widow Marie Montalto.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND AND PREMISES
SITUATE IN THE CITY OF JERSEY CITY, COUNTY OF HUDSON, AND STATE
OF NEW JERSEY.

BEGINNING at a point in the westerly right of way line of a
road connecting the entrance road to Roosevelt Stadium with N.J.
State Highway Route #440 as shown on "New Jersey State Highway
Department General Property Parcel, Map, Route 440
(1953) Section 2, Sheet No. 2 of 7, thence along said right of
way line

a) South 6 degrees 42 minutes 31 seconds East a distance
of 172.31 feet to a point of curvature; thence still along the same
and

b) Along a curve curving to the left, a radius of 130 feet,
an arc distance of 34.69 feet, to the northerly line of lands now or
formerly of Thomas Sessa, et als WHICH IS THE BEGINNING POINT
OF THIS TRACT, thence still along the connecting road

1) South 68 degrees 38 minutes 05 seconds West a distance
of 21.83 feet to a point; thence along the westerly line of lands
now or formerly of Thomas Sessa, et als.

2) South 01 degrees 53 minutes 11 seconds East a distance
of 204.68 feet to a point; thence along the Northerly line of
lands leased by Jersey City State College from the New Jersey
Department of Enviromental Protection.

3) North 71 degrees 01 minute 07 seconds East a distance
of 148.33 feet to the point of Intersection with the entrance road
ro Route #440, thence along the entrance road and

4) Along a curve, curving to the left, having a radius
of 290 feet, an arc distance of 21.99 feet to a point, thence

still along the connecting road, and

5) Along a curve, curving to the left, having a radius of 90 feet, an arc distance of 44.96 feet to a point, thence continuing along the connecting road

6) Northwestwardly (North 36 degrees 53 minutes 37 seconds West) 102.93 feet to a point, thence continuing along said connecting road, and

7) Along a curve, curving to the right, having a radius of 130 feet an arc distance 33.91 feet, more or less, to the point and place of beginning.

Containing 14, 552 square feet more or less.

BEING Lot No. 4P, Block 1270 Official Tax Map of
JERSEY CITY, NEW JERSEY

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

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

Witnessed by:

Jeannette Beiga

Marie Montalto (Seal)
Marie Montalto

Nellie M. Sessa (Seal)
Nellie M. Sessa

FLORIDA
STATE OF ~~NEW JERSEY~~, COUNTY OF DADE

SS.:

I CERTIFY that on *April 18*, 1988

Marie Montalto and Nellie M. Sessa

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

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his, or her act and deed; and
- (c) made this Deed for \$ 20,000.00 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.)

Evelyn E. Davis
(Print name and title below signature)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 8, 1988
BONDED THRU GENERAL INS. UND.

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N. J. 07016
ADGRVS -1

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY }
COUNTY OF Burlington } ss.

FOR RECORDER'S USE ONLY

Consideration \$ _____
Realty Transfer Fee \$ _____ *
Date _____ By _____

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

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, John E. Dimon

(Name)

, being duly sworn according to law upon his/her oath deposes and

says that he/she is the Attorney for New Jersey Educational Facilities Authority, the grantee herei

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

in a deed dated April 18 1988

transferring real property identified as Block No. 1270

Lot No. 4P

located at

Route 440 Entrance from Roosevelt Stadium Road, Jersey

(Street Address, Municipality, County)

City: Hudson County, New Jersey

and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ _____

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

Sale to a State agency Section 7 (b)

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE

CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.*
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.*
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.*
☐ One or two-family residential premises.
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

- ☐ Entirely new improvement.
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 4th

day of May

, 19 88

(Place of Deponent (Sign above line))

John E. Dimon

200 Delaware Avenue

Roanoke, N.J. 08551

Name of Grantor (Type above line)

Address of Grantor at Time of Sale

DOLORES WASZKIEWICZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 27, 1993

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

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

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16-8.12).

TRIPLICATE - Pink copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

SCHEDULE "A"

THE STATE OF NEW JERSEY

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,
GREETING:

WHEREAS, the State of New Jersey owns the lands now or formerly under tidewater hereinafter described;

AND WHEREAS, the Division of Resource Development in the Department of Conservation and Economic Development, as established by Chapter 448, Laws of 1948, as amended, has succeeded to the powers and duties of the Board of Commerce and Navigation;

AND WHEREAS, THE NEW JERSEY STATE BOARD OF HIGHER EDUCATION, having its offices at 225 West State Street in the City of Trenton and County of Mercer and State of New Jersey

has applied pursuant to N.J.S.A. 12:3-33 and 34 and N.J.S.A. 12:3-36 to the Department of Conservation and Economic Development, Division of Resource Development, for a restrictive revocable lease of lands now or formerly under tidewater of Newark Bay within the City of Jersey City and County of Hudson, said lands being almost entirely presently flowed by tidewater but a small portion thereof being no longer flowed by tidewater due to an unnatural change of the former mean high water line, and to have it fix the boundaries thereof and determine the annual rental to be paid therefor and the terms, covenants, conditions and limitations of said lease;

AND WHEREAS, a majority of the members of the Resource Development Council of the Division of Resource Development, having due regard to the interest of navigation and of the State have approved the making of a restrictive revocable lease of said lands now or formerly under tidewater hereinafter described pursuant to N.J.S.A. 12:3-33 and 34 and N.J.S.A. 12:3-36 upon the covenants, conditions and limitations herein set forth, and have

fixed the sum of TEN THOUSAND, SIX HUNDRED EIGHTY-THREE AND SEVENTY-TWO HUNDREDTHS DOLLARS (\$10,683.72) to be the annual rental to be paid for said lands now or formerly under water so designated, subject as hereinafter stated, for and during and until the full end and term of sixty (60) years, except as otherwise provided;

NOW, THEREFORE, the said State of New Jersey, acting by and through the Division of Resource Development in the Department of Conservation and Economic Development, the Governor and the Commissioner of Conservation and Economic Development and a majority of the members of the Resource Development Council in the Division of Resource Development approving, in consideration of the premises and of the rents, covenants, conditions and limitations herein contained does hereby pursuant to N.J.S.A. 12:3-33 and 34 and N.J.S.A. 12:3-36 demise and lease for the period of sixty (60) years commencing on the thirteenth day of June 1969 unto the said THE NEW JERSEY STATE BOARD OF HIG. EDUCATION, until default is made in the punctual payment of the annual rentals herein fixed, or until this instrument and all estate or rights arising thereunder has been declared revoked by said Department of Conservation and Economic Development, Division of Resource Development, or its successors in office, as herein provided or until the same has been in any other manner forfeited or terminated--ALL that tract of land now or formerly flowed by tidewater situate within the boundaries of the City of Jersey City, County of Hudson and State of New Jersey, and described as follows:

BEGINNING at the point where the northwesterly line of the area reserved for the future expansion of New Jersey State Highway Route No. 440 intersects the southeasterly line of lands granted to B. & M. Holding Company by the State of New Jersey by

grant dated May 11, 1953 and recorded in Navigation Bureau Liber 1-3 at Pages 226 etc. and from thence running

(1) south $71^{\circ} 02'$ west partly along said southeasterly grant line 331.08 feet to a point; thence

(2) north $1^{\circ} 38'$ west 386.85 feet to a point in the southeasterly line of lands granted to the Mayor and Aldermen of Jersey City by the State of New Jersey by grant dated April 19, 1920 and recorded in Navigation Bureau Liber A-1 at Pages 27 etc. (being designated therein as Tract 3); thence

(3) south $65^{\circ} 32'$ west partly along the southeasterly line of the granted lands referred to in the second course hereof, partly along the southeasterly line of lands granted to the Mayor and Aldermen of Jersey City by the State of New Jersey by grant dated April 19, 1920 and recorded in Navigation Bureau Liber A-1 at Pages 35 etc. (being designated therein as Tract C) and partly along the southeasterly line of lands granted to the City of Jersey City by grant dated June 17, 1941 and recorded in Navigation Bureau Liber O-2 at Pages 21, etc., 1395.92 feet to an angle point marked by the intersection of said southeasterly line of the grant dated June 17, 1941 with the Modified Bulkhead Line approved on May 19, 1923 by the Acting Secretary of War; thence

(4) south $87^{\circ} 09' 56''$ west 699.30 feet to the Combined Pierhead and Bulkhead Line approved on December 9, 1929 by the Acting Secretary of War in Newark Bay; thence

(5) south $2^{\circ} 50' 04''$ east along said combined line 1198.03 feet to a point; thence

(6) south $80^{\circ} 11' 31''$ east 1164.76 feet to the northwesterly line of said area reserved for said highway; thence

(7) north $32^{\circ} 46' 19''$ east along said northwesterly line of said reserved area 1601.53 feet to a point of said line; thence

(8) curving to the left with a radius of 2256.36 feet an arc distance of 430.55 feet to the point and place of beginning the several courses and distances of the lands intended to be leased herein being shown within the dash lines on the map attached hereto and made part hereof.

FRONTAGE involved herein measures approximately 1194.18 feet along the Combined Pierhead and Bulkhead line approved on December 9, 1929 by the Acting Secretary of War in Newark Bay.

AREA involved measures approximately 60.36 acres.

This lease is made with cognizance by the parties hereto of the existence of solid fill interior of: the entire length of the first course, the Southwesterly end of the second course and the northeasterly end of the eighth course hereinabove described.

IT BEING UNDERSTOOD AND AGREED BY the lessee herein that the lessee herein shall, subject, to approval by the State of New Jersey, State Highway Department, maintain surface drainage and provide and maintain adequate facilities to remove the discharge from all existing cross drains, storm drains and ditches discharging to and/or upon the lands leased herein.

This lease being made and accepted upon the express condition that the lands now or formerly under tidewater herein described are hereby leased for the purpose of being improved, maintained and used by the lessee herein, its successors and assigns, as a public park, place, street or highway for public use, resort and recreation and that no structure shall be erected upon said lands inconsistent with such public use.

If the lessee, its successors and assigns, shall use or permit any portion of said lands to be used for any purpose other than a public park, place, street or highway for public use, resort and recreation, then and in that event, this lease

shall immediately become null and void as to such portion so used; and all the right, estate or interest of the lessee herein its successors and assigns, in and to such portion of said leased lands shall thereupon revert to the State of New Jersey.

The lessee, its successors or assigns, shall have the option of renewing this lease for an additional term of sixty (60) years upon the same terms, covenants, conditions and limitations herein set forth, provided that written notice of the exercise of said option is submitted to said Department of Conservation and Economic Development prior to the expiration of the original term herein fixed.

This lease may be revoked by said Resource Development Council of the Division of Resource Development at any time that it shall decide to make a grant in fee of said described lands now or formerly under tidewater to the lessee herein or its successors and assigns, if the lessee herein shall desire such grant, and if not, then to any other person or persons ready, willing and able to pay the consideration which said Resource Development Council may determine to be adequate compensation for such lands. If such grant is to be made to any other person or persons, then the lessee herein, its successors and assigns shall be given written notice of such action by said Council at least sixty (60) days before the revocation of this lease shall become effective and before the lessee, its successors and assigns, shall be required to vacate the lands herein leased.

This lease is made with the understanding that the lands herein described shall not be used for the purpose of ingress in or egress from a lagoon or bayou lying inshore of the aforesaid leased lands shown on the map attached hereto and made part hereof until such permission is authorized, and upon payment of such additional compensation and upon such other terms as shall be fixed by said Department of Conservation and Economic Development, Division of Resource Development, or its successors

This lease is made subject to the limitations that neither the lessee herein nor its successors or assigns shall exclude the tidewaters from the lands above described nor fill in, erect a pier or piers or otherwise improve or develop the same, nor appropriate the said lands under water to its or their own exclusive use, until a permit therefor shall have been issued to it or them for that purpose. The lessee shall prepare plans and specifications for any intended improvement, filling, in, or development of the said lands, and submit same to the Department of Conservation and Economic Development, Division of Resource Development for its approval, as a prerequisite to the issuance of any such permit.

This lease of riparian lands, until such time as the tidewaters shall be excluded therefrom by filling or other development of the same as herein permitted, is made subject to the natural rights of the public to use of the waters flowing over the same and to temporarily anchor thereon. This reservation shall cease as to any lands thus improved and shall not be construed to include the right in the public to approach, venture upon, or to make use of any such improvement.

PROVIDED, that the State of New Jersey, by its Department of Conservation and Economic Development, Division of Resource Development, or any other lawful authority, may, from time to time change the exterior lines for solid filling and for piers and fix the same further from the shore than formerly, even though such action may affect the lands hereby leased, whenever the State may deem it necessary in the interest of navigation so to do.

AND ALSO PROVIDED, that the State of New Jersey may grant or lease any of the lands of the State lying in front of the exterior line for solid filling or piers mentioned or referred

to herein, for the cultivation of oysters or other fish, or for any other purpose, provided that such grant or lease shall not operate to interfere with the reasonable use of and access by water to the lands under water hereby lease, and with the free and uninterrupted navigation between said lands under water and the main channel of the said NEWARK BAY.

AND ALSO PROVIDED, that if the exterior line for solid filling (bulkhead line) and the exterior line for piers (pierhead line), or either of the said lines, now established, or lines that may be hereafter established, by the Department of Conservation and Economic Development, Division of Resource Development, or other lawful authority of the State of New Jersey, shall be hereafter changed by the authorities of the United States Government, and the lessee herein or any party claiming hereunder shall suffer damages, no claim or claims therefor shall be made against the State of New Jersey by reason of such change.

TO TAKE, HAVE HOLD, use, exercise and enjoy, as lessee for the term aforesaid, the said lands and premises, and all the rights and privileges aforesaid, exercisable within and over, or with reference to the same, to and for the said several uses, intents and purposes, and in the manner and form that they are above leased unto the said lessee, its successors and assigns subject to the regulations now imposed by law on the exercise of said rights or property hereby leased, and to such as shall hereafter be made by the Legislature or the said Department of Conservation and Economic Development, Division of Resource Development, or a majority thereof, yielding and paying therefor unto the State of New Jersey the annual rent of TEN THOUSAND SIX HUNDRED EIGHTY-THREE AND SEVENTY-TWO HUNDREDTHS DOLLARS (\$10,683.72) to be paid to the State of New Jersey by the said lessee, its successors and assigns, to wit, the first payment

made on the delivery of this lease to be the rental from the date of this lease to the next succeeding first day of January or July, as the case may be and thereafter the rentals in equal half yearly payments shall be paid in advance on the first day of January or July, as the case may be, and thereafter the rentals in equal half yearly payments shall be paid in advance on the first day of January and July of each succeeding year.

And the said lessee for itself, its successors and assigns, does hereby covenant and agree to and with the State of New Jersey, that the said lessee shall and will from time to time, and at all times well and truly pay, or cause to be paid to the State of New Jersey, the yearly rent hereinbefore reserved, upon and before the several days and times hereinbefore appointed for the payment thereof.

It is distinctly understood and mutually agreed between the parties to these presents that the payment of the annual rentals on the days and times appointed shall be of the essence of this contract.

It is further understood and agreed between the parties to these presents that this lease is made and accepted upon the express condition that the same or any part thereof may not be assigned or otherwise transferred by the said lessee, its successors or assigns to any other person or persons, except upon written consent of the Department of Conservation and Economic Development, Division of Resource Development, or its successors in office.

In addition to the rentals required to be paid in advance upon the delivery of this lease, the lessee shall deposit with the Department of Conservation and Economic Development, Division of Resource Development, the sum of TEN THOUSAND SIX HUNDRED EIGHTY-THREE AND SEVENTY-TWO HUNDRETHS DOLLARS (\$10,683.72) the same to be applied against the payment of rentals for the

period covering any year in which the lessee defaults in the payment of the amount due under the lease.

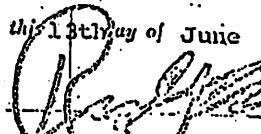
If it shall so happen that the yearly rental or any part thereof be in arrears and unpaid after the same shall become due, then in that event, it shall be lawful for the State of New Jersey to apply the said sum of TEN THOUSAND SIX HUNDRED EIGHTY-THREE AND SEVENTY-TWO HUNDREDTHS DOLLARS (\$10,683.72) or any portion thereof against the rentals in arrears and due the State of New Jersey.

After all terms and conditions of this lease have been fully complied with, and no default in the rental payment exists all money still on deposit with the Department of Conservation and Economic Development, to guarantee the payments of the lease rentals shall be returned to the lessee herein.

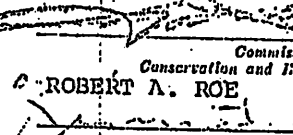
In Witness Whereof, the State of New Jersey has caused these presents to be signed by the Governor, the Commissioner of Conservation and Economic Development, the Director of the Division of Planning and Development of the Department of Conservation and Economic Development, and a majority of the Planning and Development Council, and has caused the Great Seal of the State of New Jersey to be hereunto affixed, and has caused these acts to be attested by the Attorney General and the Secretary of State, and the said

this 13th day of June

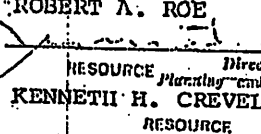
1969.


RICHARD J. HUGHES

Governor


ROBERT A. ROE

Commissioner of
Conservation and Economic Development


KENNETH H. CREVELING

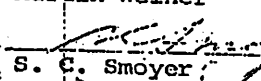
Director of
Resource Planning and Development

Members of the Planning and
Development Council:

Henry T. Wietsma

Mark Anton


Martin Weiner

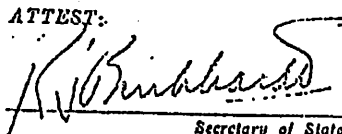

S. C. Smoyer

W. E. O'Leary

J. Nevins McBride

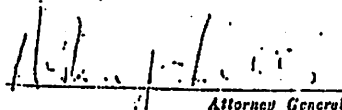
W. E. Waters

ATTEST:


ROBERT J. BURKHARDT

Secretary of State

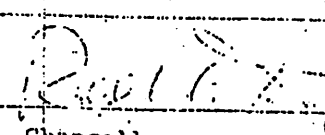
ATTEST:


ARTHUR J. SILLS

Attorney General

Witness:


Witness:


Chancellor

(Ince)

Department of Higher Education
(Ince)

STATE OF NEW JERSEY }
COUNTY OF MERCER } SS.:

Be it Remembered, that on this 13th day of February
Nineteen Hundred and Sixty- before me, the subscriber, a Notary Public
of New Jersey, personally appeared Robert J. Burkhardt, who being by me
duly sworn on his oath, says that he is the Secretary of State of the State of New Jersey, the
lessor named in the foregoing instrument; that he well knows the Great Seal of the State of
New Jersey; that the seal affixed to said instrument is said seal and was thereto affixed by
him as his act and deed and as the act and deed of the said lessor; that on the date of the
execution of the said instrument, Richard J. Hughes was the Governor of the
State of New Jersey, Robert A. Roe was the Commissioner of Conservation
and Economic Development, Arthur J. Sills was the Attorney General, and
Henry T. Wietsma, Mark Anton, Martin Weiner, S. C. Smoyer,
W. E. O'Leary, J. Nevins McBride, W. E. Waters

were members of the Resource Development Council and constituted a majority thereof that
he well knows their signatures; and that the said instrument was signed by the Governor, the
Commissioner of Conservation and Economic Development and a majority of the members of
the Resource Development Council, as their act and deed and as the act and deed of the said
lessor; that said instrument was attested by the Attorney General and by the subscriber,
and that the monetary value of the annual rental paid therefor
by the lessee is the sum of \$10,683.72.

Sworn and subscribed

before me at Trenton

the date aforesaid.

Secretary of State

Robert J. Burkhardt

FRANK J. CAHILL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 23, 1974

STATE OF

COUNTY OF

ss.

We it Remembered, That on this _____ day of _____
in the year nineteen hundred Sixty-Nine _____
before me, the subscriber, a Notary Public of New Jersey personally ap-
peared Ralph A. Dungan, Secretary who, being by me duly sworn, doth
depone and make proof to my satisfaction, that he well knows the corporate seal of
The New Jersey State Board of Higher Education
the lessee named in the foregoing instrument; that the seal thereto affixed is the proper corporate
Board
seal of the said ~~XXXXXX~~ that the same was so affixed thereto and the said instrument signed and
delivered by Edward E. Booher

who was at the date and execution thereof the Board
President of said ~~XXXXXX~~ in the presence of said deponent as the
Board
voluntary act and deed of the said ~~XXXXXX~~ and that the said deponent thereupon signed the
same as subscribing witness.

Sworn and Subscribed
before me at the date
aforesaid.

Ralph A. Dungan
Ralph A. Dungan
Secretary

Area Involved Measures Approximately
60.56 Acres

Note:

This Lease is Restricted for Public
Purposes Pursuant to N.J.S.A. 12:3-
and 34 and Revocable Pursuant to
N.J.S.A. 12:3-36

See Note D, N.J. State Highway Route 440
City Line

Reserved Area for Future Expansion of Route 440

Note A
Pending Grant to Thomas A. Sessa and
Frank C. Montalto, case # 1966-A

Note B
Pending Grant to Anne Marianno and Vicmar
Realty Company, case # 1966-B

Note C
Grant to B.M. Holding Company, May 11, 1953, Liber
p. 3 Page 226

Note D
Grant to State Highway Commission of New Jersey, April 15, 1953, Liber
Vol. 11 Page 229

Grant to City of Jersey City, Jan 17, 1941
Liber O-2 Page 21

Tract C

Tract 3

3.4.7.3

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STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1988)

ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N. J. 07016
ADGRVS -1

or
PARTIAL EXEMPTION
(c. 176, P. L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY } ss.
COUNTY OF Burlington

FOR RECORDER'S USE ONLY

Consideration \$ _____
Realty Transfer Fee \$ _____*
Date _____ By _____

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

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, John E. Dimon, being duly sworn according to law upon his/her oath deposes and

says that he/she is the Attorney for New Jersey Educational Facilities Authority, the grantee hereof

in a deed dated April 18 1988, transferring real property identified as Block No. 1270

Lot No. 4P located at Route 440 Entrance from Roosevelt Stadium Road, Jersey City, Hudson County, New Jersey and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ _____

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

Sale to a State agency Section 7 (b)

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.*
☐ One or two-family residential premises
☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.*
☐ One or two-family residential premises.
☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.*
☐ One or two-family residential premises.
☐ Receiving disability payments.
☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

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

d) NEW CONSTRUCTION (See Instruction #9)

- ☐ Entirely new improvement.
☐ Not previously used for any purpose.
☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me
this 4th

day of May, 19 88

Dolores Waszkiewicz
DOLORES WASZKIEWICZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 27, 1993

Name of Deponent (sign above line)
John E. Dimon
200 Delaware Avenue
Rahabing, N.J. 08551

Name of Grantor (type above line)

Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.
ORIGINAL — White copy to be retained by County.
DUPLICATE — Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16—8.12).
TRIPLICATE — Pink copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER



STEVEN M. FULOP
Mayor of Jersey City

**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION**

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5147 | F: 201 547 4833



BRIAN D. PLATT
Business Administrator

April 22, 2020

Members of the Bureau of Tidelands Management
501 E. State St # 2
Trenton, NJ 08609

To the Members of the Tidelands Management Bureau:

The Office of Mayor Steven M. Fulop and the City of Jersey City fully support New Jersey City University's application to enter into a Management Rights Agreement with the Tidelands Management Bureau for the Gerrity Field Complex.

For more than fifty years, NJCU has managed the Gerrity Field Complex in an inclusive and holistic manner, providing access and programming for the Jersey City community through summer camps, youth clinics, community programs and health and wellness activities.

Under NJCU's management, the Gerrity Field Complex has been an asset to Jersey City and its residents. The Office of the Mayor and the City of Jersey City fully endorse a continuation of the productive partnership between the Bureau of Tidelands Management and NJCU.

Sincerely,



Brian Platt
Business Administrator
Department of Administration
280 Grove Street, Room 110
Jersey City, NJ 07302
201.547.5147 (Direct Work Line) | 201.988-2432 (Cell)

April 16, 2020

Attn: Bureau of Tidelands Management
501 E. State St #2
Trenton, NJ 08609

Dear Bureau of Tidelands Management:

The Jersey City Department of Recreation and Youth Development fully supports New Jersey City University's application for a Management Rights agreement with the Bureau of Tidelands Management related to the Gerrity Field Complex.

I have the privilege of working with NJCU Administration and Athletics' on numerous issues that benefit the students and community.

Most of my communication is with the Athletic Director, and senior staff, who are responsible/fully capable of the management of Gerrity complex.

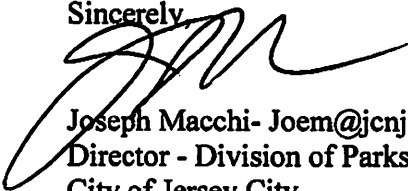
We have been fortunate, for numerous years, to collaborate w/Athletic Administration offering first-rate programming for the Youth, Adult, and Senior population(s).

In fact, just recently the Department of Recreation and NJCU entered into a partnership to optimize use of a city-owned field. I am pleased with the benefits of this partnership and, more importantly, with the grander vision for a deep, broad-based relationship with the Jersey City community.

NJCU has proven to be a reliable partner offering recreational programs that are well managed and of the highest quality.

Please accept this letter/endorsement from Recreation; any further questions/concerns feel free to contact me.

Sincerely,



Joseph Macchi- Joem@jcnj.org
Director - Division of Parks & Recreation
City of Jersey City
1 Chapel Ave,
J.C., N.J. 07305



OFFICE OF THE PRESIDENT

April 14, 2020

Bureau of Tidelands Management
501 E. State St # 2
Trenton, NJ 08609

Dear Members of the Bureau:

New Jersey City University (NJCU) is in the process of applying for a Management Rights Agreement of Gerrity Field Complex with the Bureau, which would extend our 50+ year history of partnering together to support the sports and recreation needs of the Jersey City/Hudson County community and the university.

NJCU has a long and deep history of stewarding land and facilities for the public good. From our earliest days as a laboratory school for Jersey City residents, to our \$400 million P3 University Place redevelopment project on Jersey City's west side, to the Gerrity Field Complex we are committed to enhancing work/live/study/play opportunities for the residents of Jersey City and beyond.

This fall, NJCU will boast the largest NCAA Division III Intercollegiate Athletics program in the State of New Jersey with 21 teams in competition. Additionally, our summer camps and clinics continue to expand, providing instructional, competition, and health & wellbeing programming for youths. All of this translates to an athletics staff experienced and skilled in the management of facilities and fields, and the knowledge to develop and administer large programmatic operations.

It is my hope that our longstanding history of stewarding the Gerrity Field Complex, our commitment to growing access to sport and recreation both for our students and for the public, will give the Bureau the confidence to extend our partnership through the Management Rights Agreement. As we have for more than half a century, you can be certain NJCU will implement oversight and usage of the property in a manner consistent with the terms of the lease agreement, and in line with our mission of serving the surrounding communities and beyond.

On behalf of New Jersey City University and the constituents it serves, I am grateful for your careful consideration of this matter, and look forward to strengthening our partnership.

Sincerely,

Sue Henderson, Ph.D.
President