



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SHAWN M. LATOURETTE
Commissioner

SHEILA Y. OLIVER
Lt. Governor

**Watershed & Land Management
Bureau of Tidelands Management
P.O. Box 420 Code 501-02B
Trenton, NJ 08625-0420
Tel. # 609-777-0454
Fax # 609-777-3656**

November 7, 2022

Robert Cole, Acting Director of Athletics
John Moore Athletic Center
110 Culver Avenue
Jersey City, NJ 07305

RE: NEW JERSEY CITY UNIVERSITY, New License application, Newark Bay, Block 26103,
Lots 5, 6 & 7, Jersey City, Hudson County

FILE: 0906-10-0003.1 TDI210001

Dear Mr. Cole:

Please find the license document for the above-referenced property enclosed with this correspondence.

As stated in the license document, it is the responsibility of the licensee to submit the annual fee within thirty days of the yearly due date. The license contains a clause providing for an annual inflation adjustment of 2.5 percent.

Prior to the expiration of this license, the licensee is responsible for submitting an application to renew the license. The Tidelands Resource Council will review and may revise the annual fee at the time of renewal. Any changes in the annual license fee introduced after the expiration of this license will be retroactive to the date of termination.

The State of New Jersey may claim title to a portion of the property in-shore of the licensed area, and the state does not waive this claim by approving and issuing this license document.

Sincerely,

Randy D. Bearce
Manager
Bureau of Tidelands Management

CK/RB/mjm
encl.

LICENSE AGREEMENT

Prepared by:

W. Conor Kennedy, Deputy Attorney General

WHEREAS, NEW JERSEY CITY UNIVERSITY, an instrumentality of the State as a State University of the State of New Jersey ("Licensee"), has applied for the right to use, occupy, enjoy, and improve an area of land formerly under tidewater in the Newark Bay, for the site known as The Thomas M. Gerrity Athletic Complex (the "Complex") with an address of 235 NJ-440 and including Block 26103, Lots 5, 6, 7, and 203, along with a large area that is not shown as a designated lot and block on the current Tax Map, in the City of Jersey City, County of Hudson, State of New Jersey and as more particularly described in the attached survey, Exhibit A (the "Licensed Area"); and

WHEREAS, a majority of the members of the Tidelands Resources Council ("Licensor," or the "Council") together with the Commissioner of Environmental Protection, having due regard to the public interest of the State, have approved a license of formerly flowed Tidelands, pursuant to N.J.S.A. § 12:3-33 et seq., upon the covenants, conditions, and limitations hereinafter set forth; and

WHEREAS, the licensed area encompasses 670,824 feet (15.4 acres) of formerly flowed tidelands and which is depicted as Tract I, Tract II, and Tract III on the attached plan entitled, "261 NJ State highway Route 440, City of Jersey City, Hudson County, New Jersey", dated 3/29/2019, unrevised, prepared by George Anderson, George Anderson, LLC, filed with the Bureau of Tidelands Management of the Department of Environmental Protection under file number 0906-10-0003.1 TDI210001 ("Licensed Area"); and

WHEREAS, The New Jersey State Board of Higher Education, an instrumentality of the State and Licensee's predecessor in interest, filled, developed, improved, used and occupied portions of the Licensed Area according to a sixty (60) year restrictive revocable lease executed June 13, 1969 as recorded in the Bureau of Tidelands Management's records at Liber Z-5 beginning on page 61 (File No. 60-55) ("Original Lease"); and

WHEREAS, Licensor and The Board of Trustees of Jersey City State College, an instrumentality of the State and successor in interest to the New Jersey State Board of Higher Education executed on February 28, 1991 a restricted thirty (30) year lease for the right to improve, occupy and use portions of the Licensed Area more

particularly described as Tract I and Tract II ("Board of Trustees Lease") which upon execution terminated the Original Lease, under lease File No. 86-0077; and

WHEREAS, both the Original Lease and Board of Trustees Lease were entered into by the Parties pursuant to N.J.S.A. § 12:3-33 et seq.; and

WHEREAS, the use of State tidelands for parks and recreational uses by proper authorities of the State in furtherance of the public trust doctrine may be effectuated by the Licensor's granting of a non-perpetual, revocable license consistent with the interests of the school fund, and subject to Licensor's establishment of adequate compensation for use of such lands; and

WHEREAS, Licensee operates and maintains the Licensed Area as a public place for public use, resort, and recreation as an athletic complex which is used by Licensee's National Collegiate Athletic Association ("NCAA") events, public and private organizations, and is otherwise accessible to the general public; and

WHEREAS, Licensee's practice of charging participants fees for access and use of the Complex or for attendance of the general public as spectators at NCAA or other events does not diminish the character of Licensee's operation and use of the Licensed Area as a public place for public use, resort, and recreation; and

WHEREAS, portions of the Licensed Area are accessible to the general public at no cost; and

WHEREAS, the Board of Trustees Lease expires on February 28, 2021; and

WHEREAS, Licensee is unable or unwilling to purchase the Licensed Area for the fair market value of the unimproved land from Licensor at this time; and

WHEREAS, Licensor set compensation in the Original Lease according to a schedule in the Original Lease, and those compensation conditions were adopted entirely, including the method and schedule of periodic increases, in the Board of Trustees Lease; and

WHEREAS, compensation according to this License Agreement is largely a continuation of those terms as detailed in the Board of Trustees Lease, except that, consistent with current Licensor policy, instead of a five-year adjustment of the compensation according to the Consumer Price Index, Licensee shall pay a 2.5% annual increase in compensation to account for annual inflation; and

WHEREAS, this License Agreement largely represents a continuation of the terms and conditions of the Board of Trustees Lease as well as the earlier Original Lease.

NOW THEREFORE, in consideration of the terms and conditions herein described, Licensor, empowered under N.J.S.A. 13:1B-13 to approve licenses of lands owned by the State of New Jersey that are now or were formerly under tidewater, having given due regard for the public interest, has approved a license according to the terms set forth in this license agreement to Licensee ("License Agreement").

General Provisions.

1. Licensee shall have the right to access, use, improve, maintain, develop, and build upon the Licensed Area consistent with current use of the site as an athletic complex and for the continued purpose as a public park or place for public use, resort and recreation.
2. The Licensee shall have the right to improve, develop, and build upon the Licensed Area in accordance with applicable State and municipal law and in accordance with the conditions herein, provided that no structures or other improvements shall be erected on the Licensed Area inconsistent with the public use of the Licensed Area.
3. Licensee may reasonably restrict general public access to portions of the Licensed Area in the interest of public health and safety including but not limited to: locker rooms, bathrooms, utility control rooms, staff only access areas, security gates or other security access points, and any unsupervised or unattended areas of the Complex not otherwise meant to be accessible to the general public.
4. If the Licensee shall use or permit any portion of the Licensed Area to be used for any purpose other than for a public park or place for public use, resort and recreation, then, and in that event, this License Agreement shall immediately become null and void and all the right and interest of the Licensee herein in and to the Licensed Area shall thereupon automatically revert to the Licensor free of any interest of the Licensee.
5. Any improvement made shall run to the exclusive benefit of the Licensee for the full term of the License Agreement. Upon the termination of the License Agreement, the Licensor may elect to accept full ownership of any improvements and fixtures on the Licensed Area, or may require the Licensee to remove some or all of the improvement and fixtures and restore the Licensed Area at Licensee's sole cost and expense to the satisfaction of the Licensor, and further may require the Licensee to cure any asserted damage to the environment at Licensee's sole cost and expense.
6. The Licensee(s) may not further improve nor expand or develop the Tidelands both within the existing Licensed Area or further waterward beyond the current Licensed Area, such as but not limited to the

placement of additional fill or structure(s), beyond the current mean high water line unless a permit, as per N.J.S.A. 12:5-3, is obtained for that purpose. The requirement to obtain the necessary regulatory permits (such as a Waterfront Development permit) is a separate obligation from obtaining Tidelands approval.

7. Further development waterward beyond the current licensed Area will also require a separate license or modification to this current license as deemed necessary by the Licensor. If a new or modified license is approved, a new or separate annual fee may be fixed as deemed appropriate by the Licensor.

The Licensee shall release, indemnify and save harmless the Licensor and its employees and agents against any and all personal injury or property damage to anyone caused by or arising out of this License Agreement, and the use, improvement and development of the Licensed Area whether or not caused in whole or in part by the fault, failure or negligence of the Licensor, its employees, representatives, agents or official

Term.

7. This License Agreement shall be in effect for a period of ten (10) years from **FEBRUARY 27, 2021 to FEBRUARY 27, 2031.**

License Fees.

8. The Licensee hereby covenants to pay the Licensor the license fees as described in paragraphs 8, 9 and 10 herein and in the amounts detailed in the attached Schedule A.
9. The fees to be paid by the Licensee shall increase by 2.5% per annum.
10. The annual rental is due on or before February 27th of each year that this License Agreement is in effect. All payments received thirty days after the due date shall be assessed a late fee of twenty-five dollars and zero cents (\$25.00). All fees or partial fees which remain past due for more than ninety (90) days after said due date shall accrue interest at the rate set by Licensor until received by the State. Additionally, if a check submitted by Licensee is returned to Licensor as unpayable for any reason, a \$25.00 charge will be assessed to Licensee.
11. If the Licensee shall obtain financing by mortgage or otherwise to construct improvements upon the Licensed Area, it shall notify the Licensor of the name and address of the mortgage lender or the financing source providing such financing.

License Renewal.

12. The Licensee(s) must either apply for an additional license renewal or remove all structures at the expiration of the said period of ten (10) years. Licensors are not bound to make any further renewal of the license. If a renewal is approved, a new annual fee may be fixed by the Licensor.

Termination or Revocation.

13. This License Agreement may be revoked at any time and for any purpose deemed necessary and reasonable by the Tidelands Resource Council in the Department of Environmental Protection.
14. The Licensee waives its rights to apply to Licensor for the issuance of a riparian grant, lease, license, or other conveyance, or permit applicable to the lands outshore of the Licensed Area, and to object to or control any other application for such approvals or the issuance of such approvals to a non-upland owner. The terms of this paragraph shall run with the land, and shall be binding upon the Licensee, its heirs, successors or assigns.
15. Should the License Agreement be revoked, expire, or should the Licensee fail to pay the fee for each year of this License Agreement or fail to renew the License Agreement by February 27, 2031, the Licensee must promptly vacate the Licensed Area at the Licensee's expense, removing any and all structures to the satisfaction of the Licensor at Licensee's sole cost and expense. Failure to appropriately vacate the Licensed Area may result in the filing of a lien against the Licensee's property by the State of New Jersey.

Assignment.

16. This License Agreement may not be assigned or otherwise transferred by the Licensee to any other person or persons without the expressed written consent of the Manager of the Bureau of Tidelands Management of the Department of Environmental Protection. Forms are available from the Bureau for this purpose. The License Agreement must be assigned in the event that the Licensee sells the entirety of the adjacent upland prior to February 27, 2031. The annual fee will still be due should the License Agreement not be appropriately assigned.

IN WITNESS WHEREOF, the Parties set their hands and seals as of the date first written above.

FOR LICENSOR:

Randy D. Bearce

Randy D. Bearce, Manager
Bureau of Tidelands Management
Division of Watershed Protection & Restoration
Department of Environmental Protection

11/7/2022

Date

FOR LICENSEE:

Tasm Kroll

Tasm Kroll, Acting President
[NAME AND TITLE OF SIGNATORY]

11/4/22

Date

SCHEDULE A
Annual License Fees

Fee Year	Start Date	End Date	Fee Amount
Year 1	2/27/2021	2/27/2022	\$21,900.00
Year 2	2/27/2022	2/27/2023	\$22,448.00
Year 3	2/27/2023	2/27/2024	\$23,009.00
Year 4	2/27/2024	2/27/2025	\$23,584.00
Year 5	2/27/2025	2/27/2026	\$24,174.00
Year 6	2/27/2026	2/27/2027	\$24,778.00
Year 7	2/27/2027	2/27/2028	\$25,397.00
Year 8	2/27/2028	2/27/2029	\$26,032.00
Year 9	2/27/2029	2/27/2030	\$26,683.00
Year 10	2/27/2030	2/27/2031	\$27,350.00

EXHIBIT A: LICENSED AREA

