

City Clerk File No. Ord. 08-141

Agenda No. 3.A 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-141

TITLE:

**ORDINANCE AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT AMONG THE CITY OF JERSEY CITY, HONEYWELL INTERNATIONAL INC. AND BAYFRONT REDEVELOPMENT LLC PERMITTING HONEYWELL TO INSTALL AND MAINTAIN AN UNDERGROUND PIPELINE ON CITY-OWNED PROPERTY KNOWN AS BLOCK 1751, LOT 11 AND CITY-LEASED PROPERTY KNOWN AS BLOCK 1290.1, LOT 2E**

**WHEREAS**, the City of Jersey City ("City") is the owner of Block 1751, Lot 11 on the Official Tax Map of the City of Jersey City ("Property"); and

**WHEREAS**, Honeywell International Inc. ("Honeywell"), having offices at 101 Columbia Road, Morristown, New Jersey 07962, is the owner of real property located at Block 1290.1, Lot 14J (also known as Block 1290.A, Lot 14J) on the Official Tax Map of the City; and

**WHEREAS**, Bayfront Redevelopment LLC ("Bayfront"), an entity whose sole member is Honeywell, located at 1500 West Dundee Road, Arlington Heights, IL 60004, purchased from and then leased back to the City certain real property known as Block 1290.1, Lot 2E (also known as Block 1290.A, Lot 2E) on the Tax Map of the City of Jersey City (the "Leaseback Property"), pursuant to a lease agreement between Bayfront and the City dated June 5, 2008 (the "Lease"); and

**WHEREAS**, Honeywell pursuant to a court order in connection with litigation before the United States District Court of the District of New Jersey captioned *Jersey City Municipal Utilities Authority v. Honeywell International Inc., Jersey City Incinerator Authority v. Honeywell International Inc., Hackensack Riverkeeper, Inc. et al v. Honeywell International Inc., et al. (consolidated as Civ. No. 06-0022 (DMC))*, has been identified as the party responsible for implementing a remedial action workplan for the cleanup of deep overburden groundwater of adjacent properties and the City's Property; and

**WHEREAS**, Resolution No. 08-230 approved on April 9, 2008 granted Honeywell a Construction License Agreement dated May 6, 2008 to install and construct the underground pipeline; and

**WHEREAS**, Honeywell has requested a Pipeline Easement from the City permitting it to use the Property for the purpose of operating, maintaining, repairing and replacing underground piping and electrical conduit that will connect with the water treatment plant located on Honeywell's property; and

**WHEREAS**, the easement area is shown and described in Exhibit A of the Easement Agreement attached hereto; and

**WHEREAS**, Honeywell has requested access to the Leaseback Property to run the aforementioned underground electrical conduit and underground water pipeline across the western boundary of the

Leaseback Property that will connect with the water treatment plant located on Honeywell's Parcel;  
and

**WHEREAS**, the Leaseback Property is shown and described in Exhibit A of the Easement Agreement attached hereto; and

**WHEREAS**, it is in the best interests of the City to grant a Pipeline Easement to Honeywell and to allow Honeywell to use the Leaseback Property for the purpose of installing and maintaining the underground pipeline extraction pump system for the remediation of deep overburden groundwater along the Hackensack River; and

**WHEREAS**, the Pipeline Easement will terminate twenty (20) years from the date of completion of the construction of the pipeline or upon the earlier occurrence of the following: 1) a final order and decree that Honeywell has discharged its obligations with regard to the remediation plan or 2) approval from the New Jersey Department of Environmental Protection that the groundwater extraction from the groundwater recovery well located on Block 1751, Lots 10K1 and 10K2 may cease.

**NOW, THEREFORE, BE IT ORDAINED**, by the Municipal Council of the City of Jersey City that:

- 1. Subject to such modifications as deemed necessary or appropriate by the Business Administrator or Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the Easement Agreement attached hereto granting Honeywell a non-exclusive easement to use Block 1751, Lot 11 and allowing Honeywell access to Block 1290.1, Lot 2E.
- 2. Subject to review and approval by Corporation Counsel, execute such other documents which may be necessary to effectuate the purpose of this ordinance.
  - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - C. This ordinance shall take effect at the time and in the manner as provided by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

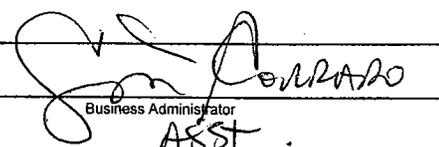
2008250

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED:



APPROVED:

Business Administrator

Certification Required   
Not Required

Prepared by: \_\_\_\_\_

Itza G. Wilson  
Assistant Corporation Counsel

### EASEMENT AGREEMENT

**THIS AGREEMENT** (the "Agreement"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008 among **CITY OF JERSEY CITY**, a public body corporate and politic existing under the laws of the State of New Jersey, having its offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (hereinafter referred to as the "City" or "Grantor"); **HONEYWELL INTERNATIONAL INC.**, having offices at 101 Columbia Road, Morristown, New Jersey 07962 (hereinafter referred to as "Honeywell" or "Grantee"); and **BAYFRONT REDEVELOPMENT LLC** ("Bayfront" or "Landlord"), c/o Honeywell International Inc., 1500 West Dundee Road, Arlington Heights, IL 60004.

### WITNESSETH THAT:

WHEREAS, the City is the owner of certain real property known as Block 1751, Lot 11 on the Tax Map of the City of Jersey City, and as more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Honeywell is the owner of certain real property known as Block 1290.1, Lot 14J (also known as Block 1290.A, Lot 14J) on the Tax Map of the City of Jersey City, and as more particularly described on Exhibit A attached hereto ("Grantee's Parcel"); and

WHEREAS, Bayfront Redevelopment LLC ("Bayfront"), an entity whose sole member is Honeywell, purchased from and then leased back to the City certain real property known as Block 1290.1, Lot 2E (also known as Block 1290.A, Lot 2E) on the Tax Map of the City of Jersey City, and as more particularly described in Exhibit A attached hereto (the "Leaseback Property"), pursuant to a lease agreement between Bayfront and the City dated June 5, 2008 (the "Lease"); and

WHEREAS, Honeywell pursuant to a court order in connection with litigation before the United States District Court of the District of New Jersey captioned *Jersey City Municipal Utilities Authority v. Honeywell International Inc, Jersey City Incinerator Authority v. Honeywell International Inc., Hackensack Riverkeeper, Inc. et al v. Honeywell International Inc., et al. (consolidated as Civ. No. 06-0022 (DMC))*, has been identified as the party responsible for implementing a remedial action workplan for the cleanup of deep overburden groundwater of adjacent properties and the City's Property; and

WHEREAS, Resolution No. 08-230 approved on April 9, 2008 granted Honeywell a Construction License Agreement dated May 6, 2008 to install and construct the underground pipeline, attached hereto as Exhibit B; and

WHEREAS, Honeywell requires an easement from Grantor on the western boundary of the Property to install an underground electrical conduit and underground water pipeline that will connect with the water treatment plant located on Grantee's Parcel; and

WHEREAS, Honeywell requires access to the Leaseback Property to run the aforementioned underground electrical conduit and underground water pipeline across the western boundary of the Leaseback property that will connect with the water treatment plant located on Grantee's Parcel; and

WHEREAS, it is in the best interests of the City to grant an Easement to Honeywell and to allow Honeywell to use the Leaseback Property for the purpose of maintaining the underground pipeline extraction pump system for the remediation of deep overburden groundwater along the Hackensack River; and

WHEREAS, the City is willing to grant the easement to Grantee and allow Grantee to use the Leaseback Property on the terms and conditions hereafter set forth;

**NOW THEREFORE**, for a consideration of \$100.00 DOLLARS, lawful money of the United States of America, and in consideration of the covenants contained herein, and pursuant to all applicable state and federal laws, Honeywell and the City agrees as follows:

1. **Pipeline Easement.** Grantor hereby grants and conveys to Grantee, a non-exclusive easement ("Pipeline Easement") over, upon and across the City's Property and the area shown on Exhibit A ("Easement Corridor"), for the purpose of installing, operating, maintaining, repairing and replacing underground piping and electrical conduit along the Hackensack River boundary of the Property, together with manholes, pipe cleanouts, leak detectors and related facilities appurtenant thereto (the pipeline, electrical conduit, manholes, pipe cleanout, leak detectors and related facilities are collectively, the "Easement Facilities"). The Easement Corridor will extend along the length of the western boundary of the Property. The Pipeline Easement will be located no more than 50 feet (except as necessary to avoid existing infrastructure) inboard of the retaining wall along the Hackensack River on the Property and shall encompass and be confined to an area approximately 25 feet wide along the Easement Corridor and include a mutually agreed upon route for ingress to and egress from the Easement Corridor and Easement Facilities. Grantee will provide Grantor notice not less than three (3) days in advance of entering the Easement Corridor for maintenance and repairs, except in an emergency. In an emergency, Grantee will endeavor to provide Grantor with reasonable notice to the extent practicable.

2. Grantee agrees that when it opens or disturbs the surface of any part of the premises subject to this Easement Agreement, Grantee will, at its own expense, return the Property to substantially the same condition as it existed prior to any construction or maintenance activity (except for the addition of the Easement Facilities) after: (i) the installation of the Easement Facilities; and (ii) any maintenance activities relating to the Easement Facilities conducted after their installation. Grantee further agrees to maintain access to the premises for the benefit of the CITY so as not to interfere unreasonably with the City's normal operations.
3. Grantee's ingress to and egress from the Easement Corridor and Construction Access Corridor shall comply with the reasonable security requirements of Grantor.
4. Upon completion of the initial installation of the Easement Facilities, and appurtenances thereto, the Easement Facilities shall become and remain the property of the Grantee and under its control and supervision until Termination of the Pipeline Easement as defined in Section 10 hereof.
5. Grantor shall not materially and unreasonably interfere with or cause injury or damage to the Easement Facilities or Grantee's access thereto. Except as set forth herein, no obstruction or encumbrance, physical or otherwise, shall be placed within the Easement Corridor which will obstruct or interfere with the easements herein granted.
6. In consideration for this Agreement, Grantee shall pay Grantor \$100.00, subject to adjustments for unforeseen or materially changed circumstances or conditions.
7. Grantee may alter or relocate, or both, the Easement Corridor and/or Easement Facilities, with Grantor's prior written consent, which consent shall not to be unreasonably withheld. Grantee shall be solely responsible for all costs incurred in connection with such relocation.
  - A. Grantee shall, upon Grantor's prior written request, relocate the Easement Corridor and/or Easement Facilities as necessary to accommodate redevelopment or other activities at the Property, provided: (i) the Easement Facilities can be relocated to another, mutually agreeable area of the Property; and (ii) relocation does not have a material detrimental impact on the operation of Grantee's deep overburden groundwater remedy wells or the transport of same to the water treatment plant on Grantee's Parcel. Grantee shall be solely responsible for all costs incurred in connection with such relocation.
  - B. Upon any relocation of the Easement Corridor, Grantor and Grantee shall execute, deliver to each other and cause to be recorded an amendment to this Agreement to provide a description of the amended location or locations of the Easement Corridor.

8. Except where caused by the negligence of Grantor, Grantee hereby agrees to indemnify, defend, and hold Grantor, its officers, directors, employees or agents harmless from and against any and all claims, suits, and any loss caused by or arising from: (i) Grantee's acts, errors or omissions in installing the Easement Facilities; (ii) Grantee's acts, errors or omissions related to maintenance of the Easement Facilities; and (iii) any release of contaminated groundwater from the pipeline onto the Property, except to the extent such release is caused by the negligence of Grantor. Grantee further agrees to indemnify and hold the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. Grantee's liability under this Easement Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
9. Grantee shall keep in effect Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000 or such other type and amount as is deemed necessary or appropriate by the City's Risk Manager. Licensee shall furnish to the City a Certificate of Insurance for the benefit of Licensee, naming the City, its employees or agents as additional named insureds and covering the losses arising from Grantee's activities on the Property and any leak or release from the Easement Facilities of hazardous substances onto the Property. Delivery of Certificates of Insurance evidencing policies of insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this Agreement but in no event later than five (5) days prior to the commencement of any activities conducted pursuant to this Agreement.
10. The Pipeline Easement will terminate twenty (20) years from the date of completion of the construction of the pipeline or upon the earlier occurrence of the following: (i) a final order and decree that Grantee has discharged its obligations with regard to the remediation of deep overburden groundwater in connection with the litigation before the United States District Court of the District of New Jersey captioned *Jersey City Municipal Utilities Authority v. Honeywell International Inc, Jersey City Incinerator Authority v. Honeywell International Inc., Hackensack Riverkeeper, Inc. et al v. Honeywell International Inc., et al. (consolidated as Civ. No. 06-0022 (DMC))*, and the separate action captioned *Interfaith Community Organization et al. v. Honeywell International Inc. et al., Civ. No. 95-2097*; or (ii) approval from the New Jersey Department of Environmental Protection that groundwater extraction from the groundwater recovery well located on Block 1751, Lots 10K1 and 10K2, may cease. After the cessation of remediation pumping, the piping shall not be removed, but shall be abandoned in place after being thoroughly flushed of all contaminants.
11. Grantor warrants that it has good and indefeasible fee simple title to the Property free and clear of any and all mortgages, liens and encumbrances.

12. Both parties hereto certify that, to the best of its knowledge and belief, all things required by law to be done and performed by it to enable it to carry out this Agreement have been done and performed.
13. This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law. All judicial proceedings arising out of or relating to this Agreement or any obligations hereunder, shall be brought in any state or federal court of competent jurisdiction in the State of New Jersey.
14. This Agreement, together with the Exhibits attached hereto and made a part hereof, contains all of the terms agreed upon between the parties with respect to the subject matter hereof.
15. Nothing herein contained shall be understood or construed to create any third party benefits, rights or property interests unless the person claiming such rights is identified herein and the rights claimed are expressly set forth in this Agreement.
16. This Agreement may not be changed, modified or terminated except by an instrument executed by the parties hereto who are or will be affected by the terms of such instrument. No waiver by either party of any failure or refusal of the other party to comply with its obligations shall be effective unless in writing and shall not be deemed a waiver of any other or subsequent failure or refusal to so comply.
17. Neither Honeywell, any officer or employee thereof nor the City, and officer or employee thereof, shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
18. Only with prior written consent and approval by the City Council of the City, which consent and approval shall not be unreasonably withheld, shall Grantee have the right to assign or otherwise transfer its rights under this Easement Agreement.
19. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement has been prepared or reviewed, or both, by counsel for Grantor and Grantee. Accordingly, Grantor and Grantee agree that it shall be construed as if both parties were equally responsible for drafting this Agreement and the rule of construction of construing ambiguities against the drafter shall not apply.



23. This Agreement may be executed in two or more counterparts, each of which when executed and delivered as prescribed shall constitute an original, but all of which taken together shall constitute one agreement. In order to expedite the transaction contemplated herein, this Agreement can be legally executed and delivered by telecopy from one party to the other or the other's counsel, provided at least two originally executed counterparts are sent to the other party or its counsel for delivery on the next business day.
24. With respect to the Leaseback Property, Grantee shall have the same rights, privileges and obligations that Grantee has with respect to the Property, as set forth in this Agreement, subject to the following terms and conditions:
- (a) Grantee acknowledges that Grantor's rights with respect to the Leaseback Property are subject to the Lease;
  - (b) Bayfront, as Lessor under the Lease, consents to Grantor's agreement as set forth herein to allow the Leaseback Property to be used by Grantee as provided herein;
  - (c) With respect to the Leaseback Property, the Easement Corridor is shown on Exhibit A and the Construction Access Corridor is the area shown on Exhibit C;
  - (d) Section 11 of this Agreement shall not pertain to the Leaseback Property. In lieu thereof, Grantor warrants that it has a valid leasehold estate in the Leaseback Property, free and clear of any liens or encumbrances caused, suffered or permitted by Grantor.

**INTENDING TO BE LEGALLY BOUND**, this Agreement has been duly executed as of the day and year first above set forth.

**WITNESS:**

\_\_\_\_\_  
Robert Byrne  
City Clerk

**WITNESS:**

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**  
**CITY OF JERSEY CITY**

By: \_\_\_\_\_  
Name: Brian O'Reilly  
Title: Business Administrator

**GRANTEE:**  
**HONEYWELL INTERNATIONAL INC.**

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

**As to Section 24:**  
**Bayfront Redevelopment LLC**  
**By: Honeywell International Inc., its sole member**

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



STATE OF NEW JERSEY, )

) ss.

COUNTY OF \_\_\_\_\_ )

**BE IT REMEMBERED** that on this \_\_\_\_ day of \_\_\_\_\_, 2008 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_, and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the attached document as \_\_\_\_\_, of Honeywell International Inc., a Delaware corporation, as the Sole Member of Bayfront Redevelopment LLC, a limited liability company of the State of Delaware;

(b) this document was signed and made by Bayfront Redevelopment LLC as its voluntary act and deed by virtue of the authority of its Sole Member.

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Notary of the State of New Jersey  
My Commission Expires

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City Clerk File No. Ord. 08-142

Agenda No. 3.B 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



# ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-142

TITLE:

## ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE DANFORTH AVENUE TRANSIT VILLAGE REDEVELOPMENT PLAN

**WHEREAS**, the Municipal Council of the City of Jersey City, by Resolution 08-487, adopted June 25, 2008, authorized the Jersey City Planning Board to conduct a preliminary investigation and hold a Public Hearing to determine if the area known as the Danforth Station Study Area met the criteria necessary to be declared a Redevelopment Area; and

**WHEREAS**, the Municipal Council, upon the recommendation of the Jersey City Planning Board did declare, by Resolution, the Danforth Station Study Area to be "an area in need of redevelopment; and

**WHEREAS**, pursuant to *NJSA 40A:12A-4.a.(3)*, the governing body is empowered to adopt a redevelopment plan to regulate development within an area declared in need of redevelopment; and

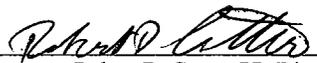
**WHEREAS**, the Planning Board of Jersey City, at a public hearing on August 5, 2008, reviewed and amended the proposed Danforth Avenue Transit Village Redevelopment Plan and voted to recommend that the Municipal Council adopt Danforth Avenue Transit Village Redevelopment Plan; and

**WHEREAS**, the proposed Danforth Avenue Transit Village Redevelopment Plan, attached hereto and made a part hereof is available for public inspection in the Office of the City Clerk, City Hall, Jersey City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the above referenced Danforth Avenue Transit Village Redevelopment Plan be, and hereby is, adopted as recommended by the Jersey City Planning Board.

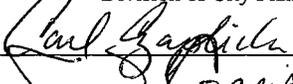
### BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.

  
Robert D. Cotter, PP, Director  
Division of City Planning

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

APPROVED:   
APPROVED:   
\_\_\_\_\_  
Business Administrator

Certification Required

Not Required

**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING THE DANFORTH AVENUE TRANSIT VILLAGE REDEVELOPMENT  
PLAN**

**2. Name and Title of Person Initiating the Ordinance, etc.:**

Carl S. Czaplicki, Director, Department of Housing, Economic Development, and Commerce

**3. Concise Description of the Plan Proposed in the Ordinance:**

Adopts a redevelopment plan for the Danforth Station Study Area.

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

The Redevelopment Area consists of a variety of residential, commercial, and warehouse uses that contain a variety of negative influences, including vacant lots, vacant and dilapidated buildings, and underutilized or obsolete facilities, as well as contaminated soils, which contribute to a lack of private investment in the Area and underutilization of the Danforth Avenue light rail transit station. The plan provides for a unified and comprehensive approach to development for this segment of the City in a "transit village" format to promote smart growth in Jersey City.

**5. Anticipated Benefits to the Community:**

Encourage private investment in the Redevelopment Area, and ensure the responsible development of in-fill housing, mixed-use areas, retail shops, and services. This Plan can enhance municipal tax revenues and improve the quality of life of the Jersey City community.

**6. Cost of Proposed Plan, etc.:**

\$0.00 all work performed in house

**7. Date Proposed Plan will commence:**

Upon approval

**8. Anticipated Completion Date: N/A**

**9. Person Responsible for Coordinating Proposed Program, Project, etc.:**

Robert D. Cotter, Director, City Planning 547-5050

**10. Additional Comments: None**

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter  
Division Director  
Carl S. Czaplicki  
Department Director Signature

Sept 10, 2008  
Date  
9/10/08  
Date

## **Summary**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE DANFORTH AVENUE TRANSIT VILLAGE REDEVELOPMENT PLAN**

This ordinance adopts a redevelopment plan for the Danforth Station Study Area that permits the development of residential, commercial, and mixed use structures in a “transit village” format that will promote transit use around the Danforth Avenue light rail transit station.