



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

http://www.bloomfieldtnj.com

Meeting: 01/08/18 07:00 PM

2018 RESOLUTION AUTHORIZATIONS

AUTHORIZATION OF AN EASEMENT AGREEMENT WITH THE BLOOMFIELD BELLEVILLE ASSOCIATES URBAN RENEWAL (BBAUR"), ESTABLISHING A PUBLIC ACCESS EASEMENT ON THE BBAUR PARCEL, COMMONLY KNOWN AS OAKES POND AT BLOOMFIELD

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey, hereby authorizes the Mayor or his assignee to execute the attached Easement Agreement.

* * * * *

I do hereby certify that the funding will be legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of New Jersey Local Public Contract Law and the Code of the Township of Bloomfield.

Chief Financial Officer

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on January 08, 2018.

Municipal Clerk of the Township of Bloomfield

Mayor of the Township of Bloomfield

| ✓ Vote Record - Resolution | | | | | | |
|---|--------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--|
| | Yes/Aye | No/Nay | Abstain | Absent | | |
| <input type="checkbox"/> Adopt | | | | | | |
| <input type="checkbox"/> Deny | | | | | | |
| <input type="checkbox"/> Withdrawn | | | | | | |
| <input type="checkbox"/> Table | | | | | | |
| <input type="checkbox"/> Not Discussed | | | | | | |
| <input type="checkbox"/> First Reading | | | | | | |
| <input type="checkbox"/> Table with no Vote | | | | | | |
| <input type="checkbox"/> Approve | | | | | | |
| <input type="checkbox"/> Veto by Mayor | | | | | | |
| <input type="checkbox"/> Discussion | | | | | | |
| <input type="checkbox"/> Defeated | | | | | | |
| <input type="checkbox"/> Discussion No Vote | | | | | | |
| | Jenny Mundell | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Nicholas Joanow | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Sarah Cruz | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Wartyna Davis | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Ted Gamble | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Vacant Seat | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Michael J. Venezia | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

DIRECTOR OF LAW-TOWNSHIP ATTORNEY

This document prepared by
and after recording return to:

Wilf Law Firm, LLP
820 Morris Turnpike
Suite 201
Short Hills, New Jersey 07078
Attention: Mark Dahn

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("**Agreement**") is made effective the ___ day of December, 2017, by and between Bloomfield Belleville Associates Urban Renewal, LLC, a New Jersey limited liability company, its successors and/or assigns ("**BBAUR**"), with an address of 820 Morris Turnpike, Suite 301, Short Hills, New Jersey 07078 and The Township of Bloomfield ("**Bloomfield**"), with an address of One Municipal Avenue, Bloomfield, New Jersey 07003.

- A. BBAUR is the fee simple owner of that portion of land described on Exhibit "A", attached hereto and made a part of this Agreement (the "**BBAUR Parcel**").
- B. It is the desire of the parties hereto to (i) establish certain easement rights in, on, to and through a portion of the BBAUR Parcel in favor of Bloomfield and the public, and (ii) impose certain restrictions or requirements on the owner, from time to time, of such BBAUR Parcel, all as more particularly hereinafter set forth, and in accordance with the provisions of Section 4.4 of that certain Redevelopment Agreement dated as of September 19, 2011, by and between BBAUR and Bloomfield (the "**Redevelopment Agreement**").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by BBAUR and Bloomfield, it is agreed as follows:

1. Recitals. The forgoing Recitals are acknowledged to be true and correct and by this reference are hereby incorporated into this Agreement as though fully set forth below.
2. Public Access Easement. BBAUR hereby creates and establishes in favor of Bloomfield, a perpetual and non-exclusive public access easement ("**Public Access Easement**") in, on, to and through the Public Access Easement Areas (defined below) on the BBAUR Parcel, as depicted on Exhibit "B" attached hereto and made a part of this Agreement, as more particularly set forth below. The easement over the area designated as "Parking Common Area" on Exhibit "B" created and established hereby shall be for access for both vehicular ingress/egress from the street level and pedestrian ingress/egress from into the parking area, as may exist from time to time. The easement over the area designated as "Pedestrian Common Area" on Exhibit "B" created and established hereby shall be for access for the purpose of ingress, egress and passage for pedestrian traffic only. The Parking Common Area and the Pedestrian Common Area (together, the "**Public**

Access Easement Areas”) may be used in common by BBAUR, its tenants, employees, agents, customers and invitees, and the public.

3. **Necessary Access.** BBAUR agrees to use commercially reasonable efforts to keep open at all times (other than temporary closures, by either party or a governmental or quasi-governmental authority, for repairs or to prevent dedication to the public) the Public Access Easement Areas.

4. **Indemnification.** Each party hereto (the “**Indemnifying Party**”) shall indemnify, defend and hold the other parties hereto (individually and collectively, the “**Indemnified Party**”) harmless against and from, and shall reimburse the other parties hereto for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, including, but not limited to, reasonable attorney’s fees, which may be imposed upon or incurred or paid by or asserted against the Indemnified Party by reason of or in connection with any of the following, which have not been cured after thirty (30) days written notice from the Indemnified Party to the Indemnifying Party: (a) Indemnifying Party’s or its tenants’ employees’ agents’, customers’ and invitees’ (which, in the case of Bloomfield, shall include the public) use and occupancy of the Public Access Easement Areas, and (b) any breach or default in the performance of any of the Indemnifying Party’s obligations under this Agreement.

5. **Redevelopment Agreement.** This Agreement is being entered into in accordance with the terms and provisions of Section 4.4 of the Redevelopment Agreement. Bloomfield agrees and acknowledges that the recordation of this Agreement constitutes conclusive evidence of the satisfaction by BBAUR’s of its obligations pursuant to such Section 4.4 of the Redevelopment Agreement.

6. **General Provisions.** The following general provisions shall apply to all the terms and provisions set forth in this Agreement:

- A. **Nonexclusive Rights.** Bloomfield recognizes and acknowledges that the easement rights granted in this Agreement are nonexclusive in nature. BBAUR shall continue to have the right to use the Public Access Easement Areas for any purpose(s) not inconsistent with the terms of this Agreement.
- B. **Covenants with the Land.** All rights, privileges, benefits and burdens created in this Agreement are covenants running with the land binding on and inuring to the benefit of the parties and their respective successors in title. All rights, privileges and benefits granted herein to the parties shall benefit their successors in title during their respective periods of title-holding.
- C. **Individuals Benefited and Non-Dedication.** It is the intent of BBAUR and Bloomfield that there not be a merger of the easement and fee estates occurring automatically by operation of law. The rights and privileges granted in this Agreement to the parties and their respective successors in title may be used by and inure to the benefit of their respective officers,

employees, guests, invitees, agents, licensees, tenants, contractors, and customers and the officers, employees, guests, invitees, agents, licensees, subtenants and customers of their respective tenants and subtenants and all other persons lawfully on their respective properties. It is mutually agreed that the Public Access Easement contained in this Agreement is intended to constitute an easement over the Public Access Areas on the BBAUR Parcel and is not intended, and shall not be construed as, a dedication of the Public Access Easement Areas for public use.

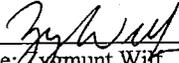
- D. Headings. Headings are for reference only and should not be used in construing any of the terms of this Agreement.
- E. Incidental Rights. Each of the rights and benefits granted in this Agreement shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily included incidental thereto.
- F. Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
- G. Amendment. This Agreement and any provision herein contained may be terminated, extended, modified or amended, only with the express written consent of BBAUR, Bloomfield and BBAUR's mortgagees, if any. No residential tenant, licensee or other person having only a possessory interest in any improvements constructed on the BBAUR Parcel will be required to join in the execution of, or consent to, any action of the parties taken pursuant to this Agreement.
- H. Governing Law. This Agreement will be construed in accordance with the laws of the State of New Jersey.
- I. Negation of Partnership or Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create the relationship of principal, agent, partnership or joint venture between or among the parties.
- J. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions of this Agreement or the application to any other person, and the same shall remain in full force and effect.
- K. No Waiver. No default under this Agreement shall entitle any person to cancel, rescind, or otherwise terminate this Agreement. Failure to enforce any covenant or condition of this Agreement shall not be deemed to be a

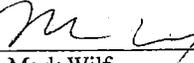
waiver of the right to do so thereafter.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first stated above.

Bloomfield Belleville Associates Urban Renewal, LLC a New Jersey limited liability company

By: 
Name: Lygmunt Wilf
Title: Manager

By: 
Name: Mark Wilf
Title: Manager

The Township of Bloomfield

By: _____

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

The foregoing instrument was acknowledged before me this 14th day of December, 2017 by Zygmunt Wilf, a Manager of Bloomfield Belleville Associates Urban Renewal, LLC, a New Jersey Limited Liability Company, on behalf of the company. He is personally known to me and who did take an oath.

MARK D. DAHN
ATTORNEY AT LAW
STATE OF NEW JERSEY

Notary Stamp



Signature of Person Taking Acknowledgment

Print Name: Mark D. Dahn

Title: ~~Notary Public~~ Attorney at Law
State of New Jersey

Serial No. (if any) _____

Commission Expires: _____

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

The foregoing instrument was acknowledged before me this 14th day of December, 2017 by Mark Wilf, a Manager of Bloomfield Belleville Associates Urban Renewal, LLC, a New Jersey Limited Liability Company, on behalf of the company. He is personally known to me and who did take an oath.

MARK D. DAHN
ATTORNEY AT LAW
STATE OF NEW JERSEY

Notary Stamp



Signature of Person Taking Acknowledgment

Print Name: Mark D. Dahn

Title: ~~Notary Public~~ Attorney at Law
State of New Jersey

Serial No. (if any) _____

Commission Expires: _____

STATE OF NEW JERSEY)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017
by _____, a _____ of The Township of Bloomfield, on behalf of the
Township. He is personally known to me and who did take an oath.

Signature of Person Taking Acknowledgment

Notary Stamp

Print Name: _____

Title: Notary Public

Serial No. (if any) _____

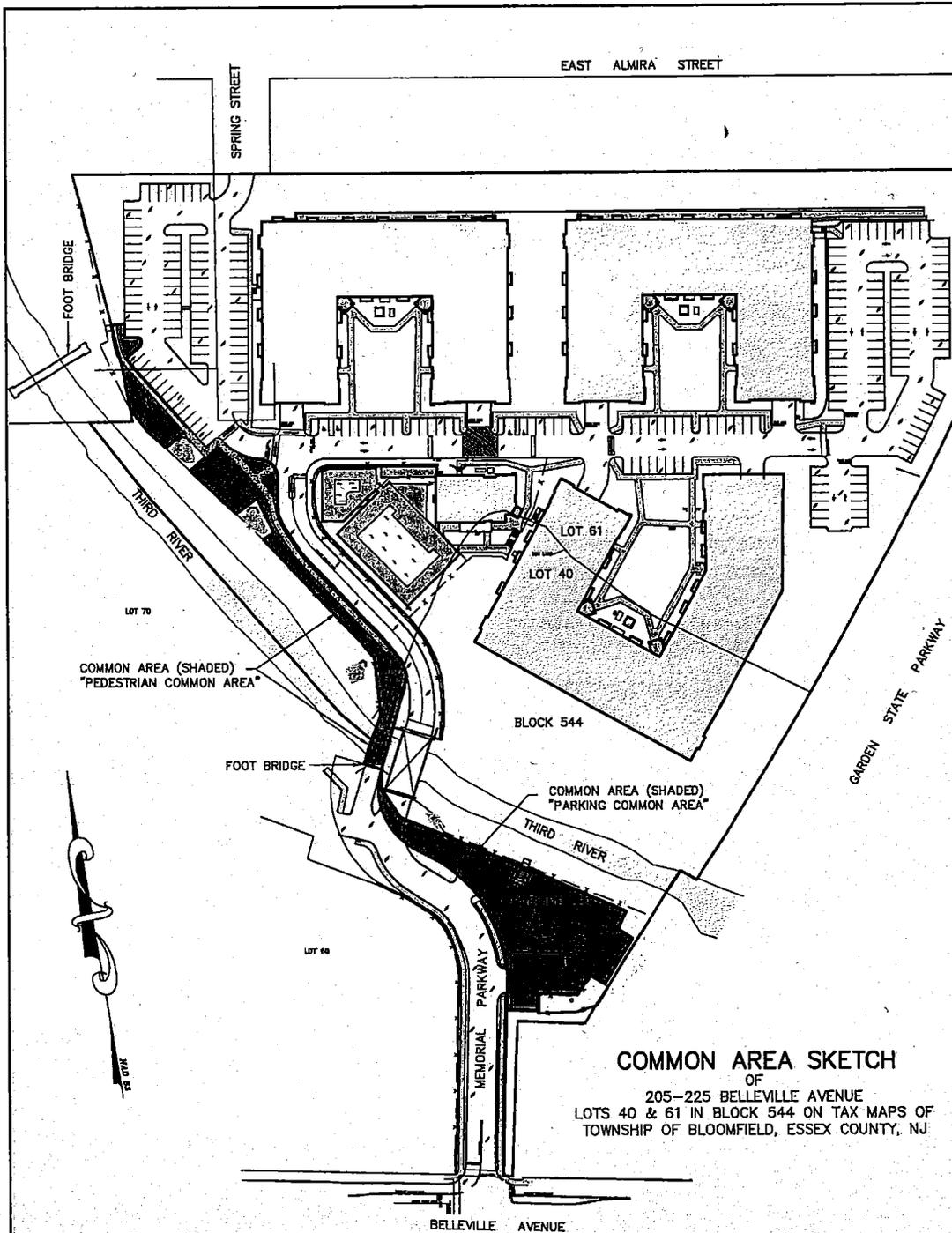
EXHIBIT "A"
BBAUR PARCEL

43171942v.4 / 028227-001598

EXHIBIT "B"
DEPICTION OF PUBLIC ACCESS EASEMENT

4

43171942v.4 / 028227-001598



COMMON AREA SKETCH

OF
 205-225 BELLEVILLE AVENUE
 LOTS 40 & 61 IN BLOCK 544 ON TAX MAPS OF
 TOWNSHIP OF BLOOMFIELD, ESSEX COUNTY, NJ

BLOOMFIELD BELLEVILLE ASSOCIATES URBAN RENEWAL, LLC

THIS CERTIFICATION IS MADE ONLY TO THE NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY. THIS SURVEY IS INVALID WITHOUT THE EMBOSSED SEAL OF THE SURVEYOR. SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAY OF RECORD.

NJ CERTIFICATE OF AUTHORIZATION: 24GA28072100

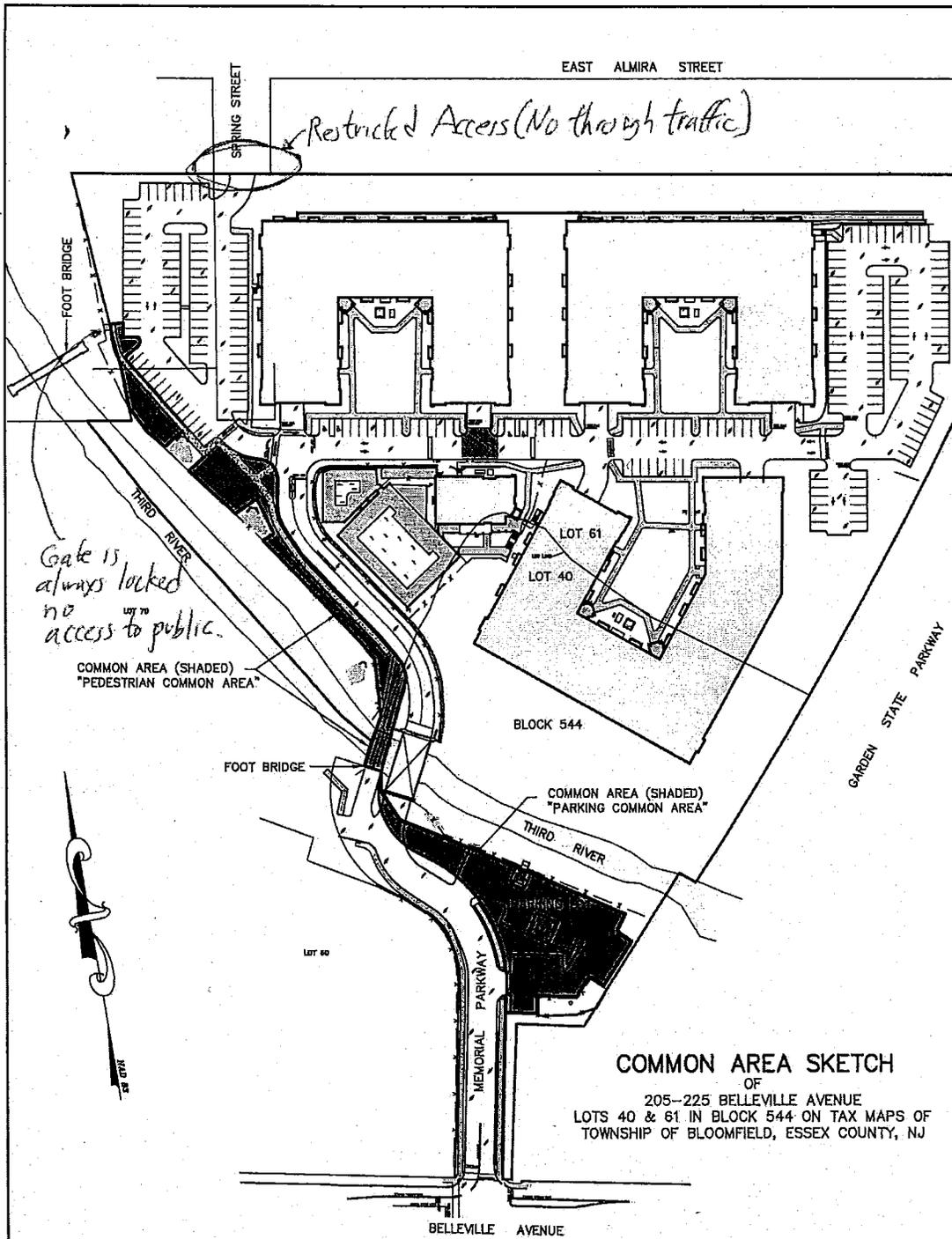
© PRONESTI SURVEYING, INC.



GEORGE R. PRONESTI PLS 16202
 MICHAEL PRONESTI PLS 37605

870 POMPTON AVENUE, SUITE B1
 CEDAR GROVE, NJ 07009
 TEL. (973) 857-3319 FAX (973) 857-3608
 www.PRONESTI.com
 DATE: 12-7-2017 SCALE: 1" = 100'

50209



COMMON AREA SKETCH
 OF
 205-225 BELLEVILLE AVENUE
 LOTS 40 & 61 IN BLOCK 544 ON TAX MAPS OF
 TOWNSHIP OF BLOOMFIELD, ESSEX COUNTY, NJ

BLOOMFIELD BELLEVILLE ASSOCIATES URBAN RENEWAL, LLC

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 MICHAEL PRONESTI PLS 37605

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