

CHARGE

Hudson County Recording Data Page Honorable Diane Coleman Hudson County Register			Official Use Only – Barcode Hudson County Register 20200813010052210 Bk: 9500 Pg: 954 08/13/2020 10:12 AM DEEDMUN DIANE COLEMAN Hudson County, Register of Deeds Receipt No. 44130	
Official Use Only – Record & Return			Official Use Only – Realty Transfer Fee	
Date of Document: August 5, 2020		Type of Document: License Agreement		
First Party Name: City of Bayonne		Second Party Name: R. Squared Prop. Mgmt. LLC		
Additional Parties:				

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block:	Lot:
Municipality:	
Consideration:	
Mailing Address of Grantee:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book:	Original Page:

HUDSON COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.
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Record and Return to:
Law Director
City of Bayonne
630 Avenue C
Bayonne, NJ 07002

Prepared by:

Susan Ferraro
Susan Ferraro, Esq.

**LICENSE AGREEMENT
BETWEEN CITY OF BAYONNE
AND R. SQUARED PROP. MGMT. LLC
LOT 16 BLOCK 150**

LICENSE AGREEMENT made this 5th day of August, 2020 between the City of Bayonne (the "City"), a corporate public body politic and subdivision of the State of New Jersey, with municipal offices at 630 Avenue C, Bayonne, New Jersey 07002, the record owner of the premises hereinafter described ("Grantor") and R. Squared Prop. Mgmt. LLC, a New Jersey Limited Liability Company, with offices at 875 Kennedy Boulevard, Bayonne, New Jersey 07002 ("Grantee").

WHEREAS, Grantee is the fee owner of certain real property situated in the City of Bayonne, County of Hudson and State of New Jersey commonly known as 159 West 31st Street a/k/a 715 Avenue A (a corner property located on 31st Street and Avenue A), designated as Lot 16 in Block 150 on the official tax map of the City of Bayonne, currently listed as a multi-family residential dwelling (the "Property"); and

WHEREAS, Grantee applied to the City Zoning Officer for a permit to install three (3) awnings over the entranceways of its Property (the "Awnings"); and

WHEREAS, because the proposed Awnings each extend approximately five (5') feet over the City's sidewalks and into two (2) different City Rights-of Way (two (2) awnings on the West Side of Avenue A and one (1) awning on the North Side of West 31st Street), under cover of letter dated October 3, 2019, the Zoning Officer advised Grantee it should apply to the Municipal Council for a license; and

WHEREAS, the proposed Awnings are illustrated in the drawing attached hereto as Schedule "A"; and

WHEREAS, Grantee has requested and Grantor, as evidenced by Municipal Council Resolution 20-07-15-058, has agreed to grant a license to Grantee to install and maintain three (3) awnings each extending approximately five (5') feet over the City's sidewalks located on Avenue A and West 31st Streets and into Grantor's Rights-of-Way, in accordance with the drawings attached as Schedule A and applicable state and local laws and ordinances;

NOW, THEREFORE, for good and valuable consideration Grantor hereby makes the following grant upon the following terms:

1. Grantor hereby grants and conveys to Grantee a license over the sidewalks on the West Side of Avenue A between 31st Street and 32nd Street and the North Side of West 31st Street between Avenue A and Newark Bay (Lot 16 in Block 150), as illustrated in Schedule A (the

"License Area"), as may be necessary for the purpose of installing and maintaining the Awnings, each extending approximately five (5') feet over the Grantor's Rights-of-Way;

2. Grantee shall pay a yearly license fee of \$500 (\$250.00 per ROW) to be billed through the City Tax Collector as an added assessment to the quarterly tax bills;

3. The License Area and the Awnings will at all times be maintained and kept clear and unobstructed, free of debris, snow and ice;

4. Grantee and its successors and assigns will defend, indemnify and hold harmless the City of Bayonne from any and all claims for injury and damage to persons or property arising from the use of the License Area;

5. Grantee and its successors and assigns will at all times maintain liability insurance with limits of at least \$1,000,000 / 2,000,000 aggregate and provide the City of Bayonne with a Certificate of Insurance naming it as an additional insured;

6. This Agreement may not be modified, amended or terminated without the prior written consent of the Municipal Council;

7. Failure to comply with the terms of this Agreement may result in revocation of the License, zoning permit and/or building permit or certificate of occupancy;

8. The License may be terminated at any time, with or without cause, by the City of Bayonne upon 30 days written notice to Grantee at the address herein, at which time Grantee will remove its Awnings from the City's Right-of-Way; and

9. This Agreement shall be submitted to the Hudson County Register's office for recording by Grantor at Grantee's cost.

IN WITNESS, Grantor and Grantee have made and executed this Agreement as of the date first written above.

R. SQUARED PROP. MGMT. LLC

By:

Rasham Wignarajan

Name: RASHAM WIGNARAJAN

Title: MANAGING MEMBER

ATTEST:

CITY OF BAYONNE

By:

Madelene C. Medina
Madelene C. Medina, City Clerk

By:

James M. Davis
James M. Davis, Mayor

Approved as to form:

Susan Ferraro
Susan Ferraro, Esq.

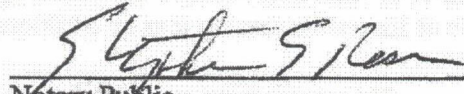
Assistant City Attorney

STATE OF NEW JERSEY)

)SS:

COUNTY OF HUDSON)

BE IT REMEMBERED, that on this 3rd day of August, 2020, before me, the subscriber, a notary public of the State of New Jersey, personally appeared ROHAN WIENARAJAN, who, I am satisfied, is the MEMBER of the R. Squared Prop. Mgmt. LLC, the limited liability corporation named in and which executed the foregoing License Agreement as such officer for and on behalf of such corporation, and acknowledged that said License Agreement was made by said corporation and sealed with its seal as the voluntary act and deed to said corporation.


Notary Public

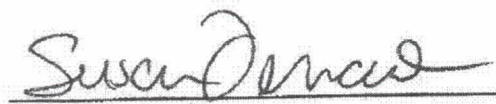
STEPHEN S. ROSE
ATTORNEY AT LAW, NJ

STATE OF NEW JERSEY)

)SS:

COUNTY OF HUDSON)

BE IT REMEMBERED, that on this 5th day of January 2017, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared James M. Davis, who, I am satisfied, is the Mayor of the City of Bayonne, the municipal corporation named in and which executed the foregoing License Agreement as such officer for and on behalf of such municipal corporation, and acknowledged that said License Agreement was made by said municipal corporation and sealed with its seal as the voluntary act and deed to said municipal corporation.


Susan Ferraro, Esq.
Attorney-at-Law
State of New Jersey

SCHEDULE A

3 NEW JERSEY STATE BRID



3 NEW AWNING STYLE SHED

709 # 2 , 709 # 1, AND 713 Avenue A BAYONNE NJ

Commercial & Residential

GENERAL ADVANCE
AWNING
201-745-3688

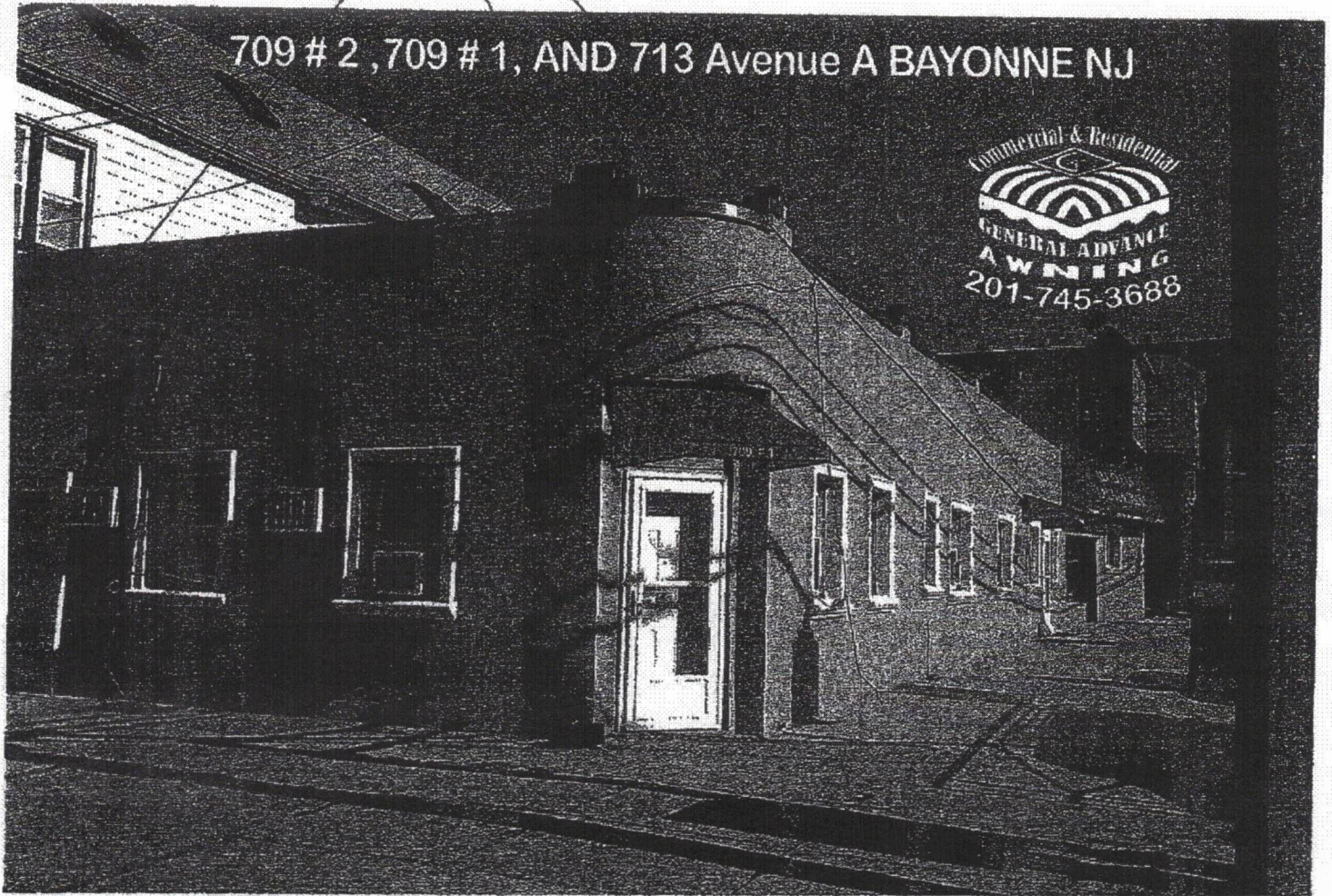


EXHIBIT A

Agenda No. CR-14

MUNICIPAL COUNCIL OF THE CITY OF BAYONNE

RESOLUTION NO. 20-07-15-058

WHEREAS, R. Squared Prop. Mgmt. LLC, is the owner of the property located at 159 West 31st Street a/k/a 715 Avenue A designated as Block 150, Lot 16 on the Official Tax Map of the City of Bayonne (the "Property Owner") currently listed as a multiple dwelling (the "Premises"); and

WHEREAS, the Property Owner requested permission to install three (3) five (5') foot awnings (the "Awnings") at the three (3) entranceways to the building in two (2) different City Rights-of-Way; two (2) on the West Side of Avenue A and one (1) on the North Side of West 31st Street (the "Project"); and

WHEREAS, R. Squared Prop. Mgmt. LLC, has provided the City with drawings depicting the proposed Awnings and a Survey of said Premises attached hereto as Schedules "A" and "B" respectively; and

WHEREAS, the Zoning Officer has advised the Property Owner that Municipal Council approval is required for the Project since the proposed Awnings will protrude into two (2) different City's Rights-of-Way; and

WHEREAS, the City of Bayonne is willing to grant a License to the Property Owner allowing it to install and maintain the Awnings protruding into two (2) different City Rights-of-Way located on the West Side of Avenue A and North Side of West 31st Street under the following conditions; now, therefore, be it

RESOLVED, by the Municipal Council as follows:

1. The City of Bayonne is willing to grant a License to R. Squared Prop. Mgmt. LLC, to install and maintain three (3) five (5') foot awnings at three (3) entranceways to the Premises in two (2) different City Rights-of-Way; two (2) on the West Side of Avenue A and one (1) on the North Side of West 31st Street pursuant to the following conditions:
2. The Property Owner obtains all Zoning and Building Permits required at the Property Owner's sole cost and expense;
3. The License area and the Awnings will at all times be maintained and kept free of debris, snow and ice;

4. Property Owner shall pay to the City an annual fee of \$500.00 (\$250.00 per ROW) to be billed through the City Tax Collector as an added assessment to the quarterly tax bills;

5. Property Owner and its successors and assigns will defend, indemnify and hold harmless the City of Bayonne from any and all claims for injury and damage to persons or property arising from the use of the License area;

6. Property Owner and its successors and assigns will at all times maintain liability insurance with limits of at least \$2,000,000 and provide the City of Bayonne with a Certificate of Insurance evidencing a policy endorsement naming the City as an additional insured;

7. The License Agreement may not be modified, amended or terminated without the prior written consent of the Municipal Council;

8. Failure to comply with the terms of the License Agreement may result in revocation of the License, zoning permit and/or building permit or certificate of occupancy; and

BE IT FURTHER RESOLVED that the Mayor and Clerk be and are hereby authorized to execute a License Agreement consistent with the dimensions (or portion thereof) set forth in the Zoning Board Application and incorporating the terms and conditions of any Planning, Zoning and/or Building approvals necessary for the installation of the aforesaid Awnings in such form and content as may be deemed necessary by the Law Director for the City of Bayonne to secure these purposes both now and in the future.

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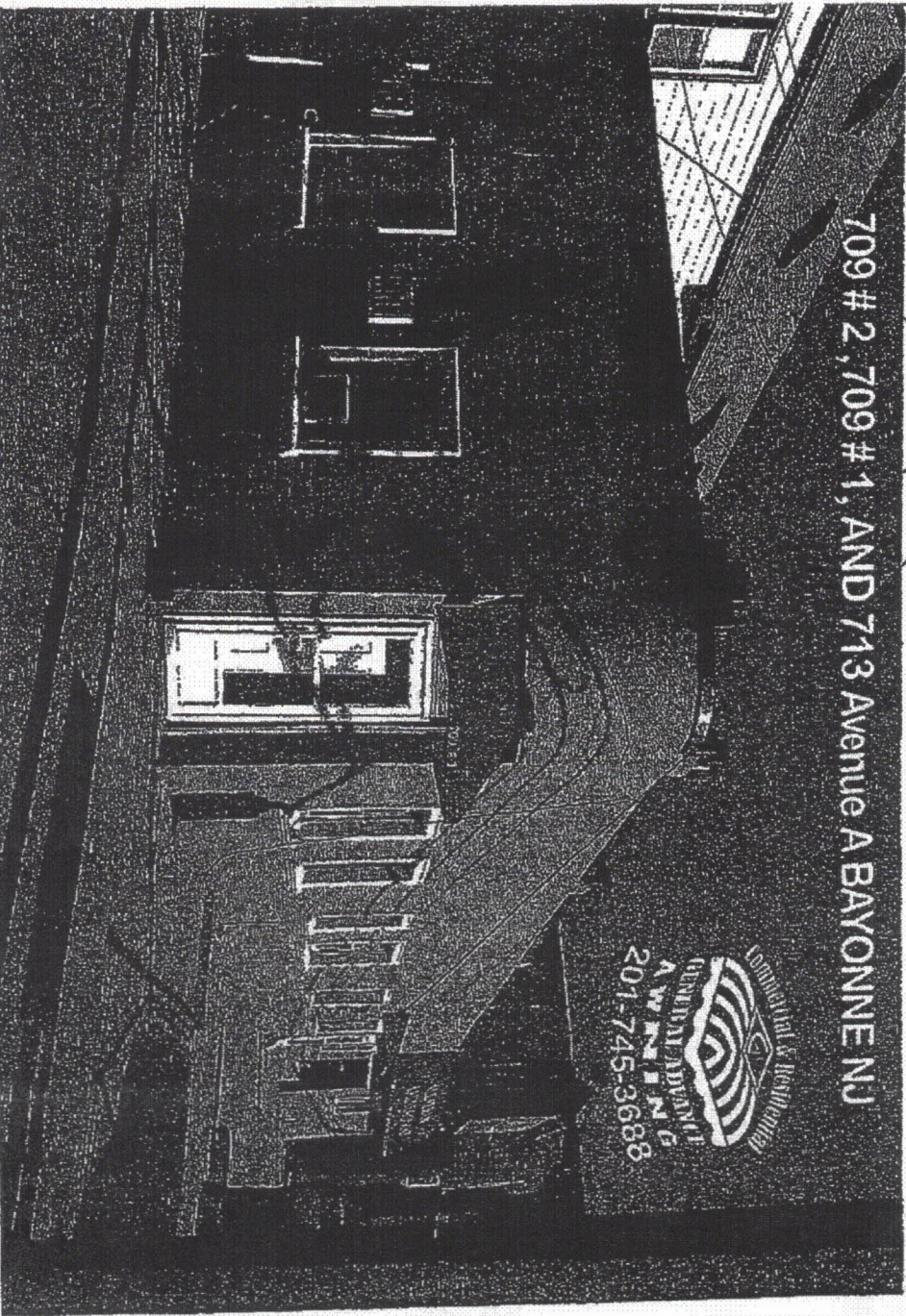
A TRUE COPY

Madolene C. Medina
CITY CLERK

3 NEW AWNING STYLE SHED

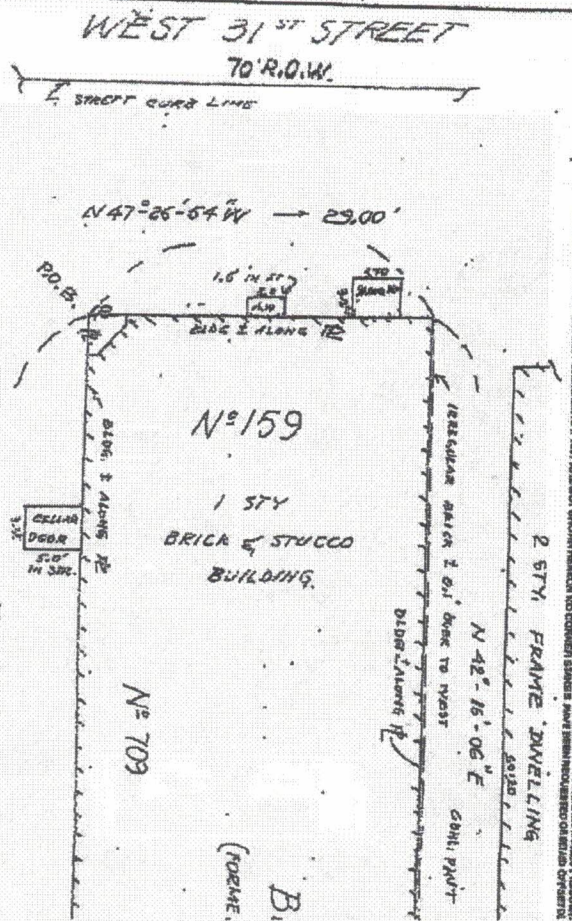
709 # 2, 709 # 1, AND 713 Avenue A BAYONNE NJ

Commercial & Residential
Awning
201-745-3688



SCHEDULE A

NOTE: THIS SURVEY IS A PRELIMINARY SURVEY AND NOT A FINAL SURVEY. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR THE PURPOSES FOR WHICH IT WAS MADE. ANY CONSTRUCTION OR DEVELOPMENT BASED ON THIS SURVEY IS AT THE RISK OF THE USER. THE SURVEYOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE INFORMATION CONTAINED HEREIN. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEE RECEIVED BY THE SURVEYOR FOR THE PERFORMANCE OF THE SURVEY.



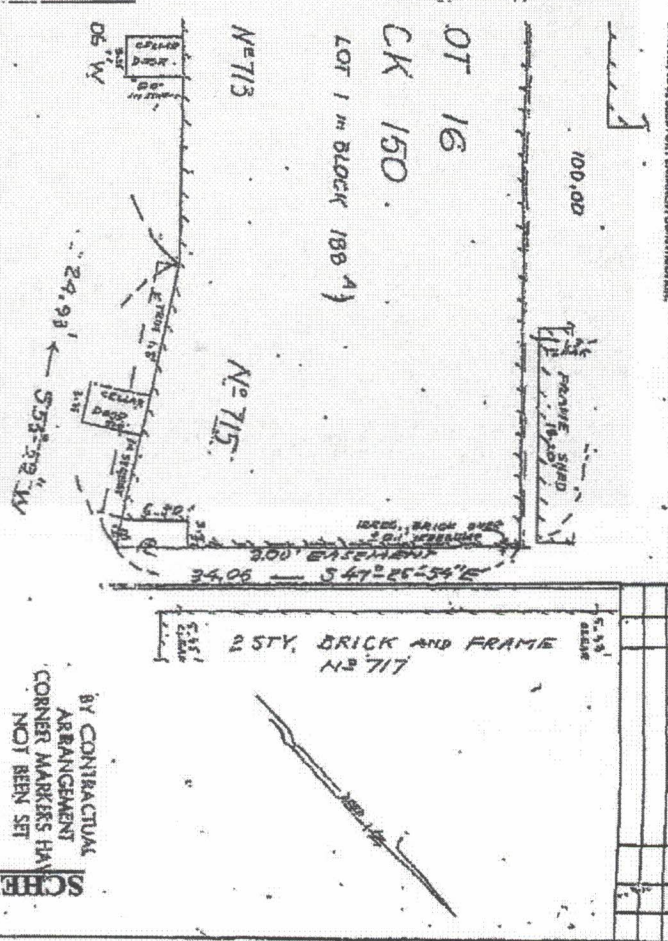
CERTIFIED TO:

FIRST AMERICAN TITLE INSURANCE COMPANY
 COUNTY TITLE AGENCY, INC.
 TURTELTAUB & TURTELTAUB, P.A.
 STANLEY W. TURTELTAUB, ESQ.
 JANE SIK CHUNG

LOCATION SURVEY

OF THE PROPERTY KNOWN BY STREET NUMBER 159 WEST 31ST STREET, BAYONNE, N.J. ALSO KNOWN AND DESIGNATED AS LOT 16 IN BLOCK 150 ON THE TAX MAP OF THE CITY OF BAYONNE, HUDSON COUNTY, NEW JERSEY

REFERENCES: 1. DEED BOOK NO. 5008 PAGE 121 COUNTY OF HUDSON NEW JERSEY
 2. FILED MAP NO. MADE BY ENTITLED DATED FILED IN THE



EVERY IS CERTIFIED TO
 T OF MY KNOWLEDGE,
 LATION AND BELIEF,
 MY PROFESSIONAL OPINION.

JANE, N.J.

STATEWIDE SURVEYING & LAND DEVELOPMENT
 217 TONNEAU AVE JERSEY CITY, N.J. 07310
 S. J. KASZYNSKI
 P.E. & L.S. N.J. LIC. #2206
 159 WEST 31ST STREET, BAYONNE, N.J.
 DATE 10-6-2004 DRAWING NUMBER G-231
 COUNTY REGISTRAR OFFICE ON

FILED
 20200813010062210
 08/13/2020 10:12 AM
 DEEDMUN
 NUMBER OF PAGES: 10
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SCHEDULE B
 BY CONTRACTUAL
 ARRANGEMENT
 CORNER MARKERS HAVE
 NOT BEEN SET