

**O-23-47**  
**9/20/23**

**AN ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF BAYONNE, COUNTY OF HUDSON, NEW JERSEY AMENDING AN ENCROACHMENT AGREEMENT WITH QOZ PROSPECT PROPERTY URBAN RENEWAL LLC FOR CERTAIN ENCROACHMENTS ASSOCIATED WITH 33 PROSPECT AVENUE, WHICH IS IDENTIFIED AS BLOCK 455, LOT 1.01 (FORMERLY LOTS 1, 2 AND 3) AS SHOWN ON THE OFFICIAL TAX MAP OF THE CITY**

**WHEREAS**, the City of Bayonne, in the County of Hudson, New Jersey (the “City” or “Grantor”), is a public body corporate and politic of the State of New Jersey (the “State”); and

**WHEREAS**, QOZ PROSPECT PROPERTY URBAN RENEWAL, LLC is a limited liability company licensed to do business in the State of New Jersey, having an address of 1051 Bloomfield Avenue, Suite 6, Bayonne, NJ 07002 (“Redeveloper” or “Grantee”); and

**WHEREAS**, Redeveloper is the owner of the property designated as Block 455, Lot 1.01 (formerly Lots 1, 2, and 3) on the official tax map of the City of Bayonne and more commonly known as 33 Prospect Avenue (the “Property”); and

**WHEREAS**, by Ordinance O-19-35, adopted by Municipal Council of the City of Bayonne on May 15, 2019, the City authorized the execution of an Encroachment Agreement where the City permitted certain physical encroachment within the public right of way to facilitate the residential uses of the new apartment building, including the installation of: (1) a steel canopy appended to the building, 4’ extending into the rights of way for both Prospect Avenue and East 21st Street; (2) a three (3) foot high iron fence around a planted area extending into the Prospect Avenue right of way; and (3) double out-swinging lobby door extending into the Prospect Avenue right of way; all such encroaching improvements depicted on the plan prepared by Dynamic Engineering, dated March 11, 2019; and

**WHEREAS**, the Redeveloper has requested that the City amend the Encroachment Agreement to permit certain physical encroachments within the public right of way to facilitate the residential uses of the new apartment building, including the installation of: (1) a metal canopy appended to the building to mark the building entrance, extending four (4) feet into the rights of way for Prospect Avenue; (2) a two (2) foot high iron fence around a two (2) foot deep planted area extending into the Prospect Avenue right of way; and (3) bay projections over 15’ above grade on the upper floors on Prospect Avenue right of way, with all such encroaching improvements depicted on the plan prepared by MVMK Architecture and Design, dated June 16, 2023, which is appended hereto as Exhibit A (the “Encroachment Area”) ; and

**WHEREAS**, the proposed encroachments within the public right-of-way are subject to Municipal Council of the City of Bayonne approval; and

**WHEREAS**, the City believes that the entry of an Amendment To Encroachment Agreement over and on the City's Property will allow for a building design that offers improved planning and zoning perspective that will benefit the City and its residents; and

**WHEREAS**, the Municipal Council of the City of Bayonne agrees that conveyance of the easements to the Redeveloper is necessary, and as such execution and recording of said easements is appropriate.

**NOW THERE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF BAYONNE, NEW JERSEY AS FOLLOWS:**

**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** An Amendment To Encroachment Agreement between the City of Bayonne and QOZ Prospect Property Urban Renewal, LLC for the benefit of QOZ Prospect Property Urban Renewal, LLC for the purposes set forth herein is hereby authorized.

**Section 3.** The Mayor or his designee is hereby authorized to execute the Amendment To Encroachment Agreement on behalf of the City of Bayonne in such a form deemed advisable by the City Attorney or Special Redevelopment Counsel to the City, subject to any and all conditions contained herein, and such revisions as deemed advisable by the City Attorney or Special Redevelopment Counsel.

**Section 4.** If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

**Section 5.** A copy of this Ordinance and Amendment To Encroachment Agreement by the City of Bayonne for the benefit of QOZ Prospect Property Urban Renewal, LLC, shall be available for public inspection at the office of the City Clerk during regular business hours.

**Section 6.** This Ordinance shall take effect in accordance with all applicable laws.