

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-742

Agenda No. 10-Z-22

Approved: SEP 13 2017

TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION CAL HARBOR V URBAN RENEWAL ASSOCIATES, L.P., ET ALS, vs. CITY OF JERSEY CITY, ET ALS, DOCKET NO.: HUD-C-133-16

### COUNCIL

### Offered and Moved adoption of the following Resolution:

**WHEREAS**, plaintiffs Cal-Harbor V Urban Renewal Associates L.P. and Cal-Harbor VII Urban Renewal Associates L.P. (collectively the "Plaintiffs") and defendants the City of Jersey City (the "City"), Office of the Tax Collector of the City of Jersey City and the Office of the Tax Assessor of the City of Jersey City (collectively the "City Defendants") (the term "Parties" collectively refers to the Plaintiffs, the City Defendants) have engaged in settlement negotiations pursuant to a court-ordered mediation proceeding before the Honorable Maurice J. Gallipoli, A.J.S.C. (Ret.) for the purpose of resolving the disputed issues between them in a lawsuit entitled Cal-Harbor V Urban Renewal, L.P., et als. v. City of Jersey City, et als., Docket No. HUD-C-133-16 (the "Lawsuit"); and

**WHEREAS**, the Lawsuit consisted of a Complaint and Counterclaim as to the disputed interpretation and enforceability of June 30, 2010 Settlement Agreements between the Plaintiffs and the City together with Plaintiffs' challenges to the assessments calculated by the City Defendants in connection with the Staged Adjustments to the Annual Service Charges that Plaintiffs were to pay in lieu of taxes ("PILOTs"); and

**WHEREAS**, the Parties, without conceding liability, and after an opportunity to consider and to confer with counsel of their choice, have voluntarily agreed to the terms of a Settlement Agreement and Release ("Agreement"), which is annexed hereto as Exhibit A, with respect to the disputed issues, and with a full understanding of the terms of the Agreement, desire to memorialize the terms of their settlement in the Agreement and to be bound by the terms of the Agreement and the Consent Order for Judgment ("Consent Order") attached as Exhibit A to the Agreement approving settlement and dismissing all claims with prejudice and without costs or fees, except that the Parties have the right to undertake legal action to enforce the Agreement in the event of a breach.

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

1. The Business Administrator or the Corporation Counsel, as appropriate, is authorized to execute the Agreement concerning Lawsuit, and any other documents (i.e., such as a stipulation of dismissal and the Consent Order) appropriate or necessary to implement the Agreement.
2. The Agreement will contain various terms, including, but not limited to, the following terms:

Monetary Terms. In consideration of the mutual Releases set forth above and other good and valuable consideration, the Plaintiffs and Defendants have agreed to the following adjustments to the assessments of Plaza 4A and Plaza 5 for the determination of the taxes otherwise due in the Staged Adjustments to the Annual Service Charges (also known as the "PILOTs") to be paid by the Plaintiffs pursuant to their respective Financial Agreements beginning January 16, 2016 for Plaza 4A and June 15, 2016 for Plaza 5, and continuing every year until the expiration of the PILOT terms for Plaza 4A on February 15, 2022 and for Plaza 5 on June 14, 2022:

**TITLE RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION CAL  
HARBOR V URBAN RENEWAL ASSOCIATES, L.P., ET ALS, vs. CITY OF  
JERSEY CITY, ET ALS, DOCKET NO.: HUD-C-133-16**

**A. For Plaza 4A:**

- (1) The assessed value for the land and improvements is reduced from \$24,159,100 to \$16,584,600 for the purpose of determining the credits due to Plaza 4A for overpayments for the Tax Years 2016 and 2017;
- (2) Subject to credits due for overpayments made for Tax Years 2016 and 2017, the PILOT beginning January 16, 2016 and ending January 15, 2017 will be the minimum PILOT due of \$989,934 per year; and
- (3) The PILOT beginning January 16, 2017 and continuing every year to the expiration of the PILOT term on February 15, 2022 shall be fixed at \$1,021,744 (\$1,277,180 agreed upon taxes otherwise due at 80%) per year.

**B. For Plaza 5:**

- (1) The assessed value for the land and improvements is reduced from \$94,006,100 to \$67,833,600 for the purpose of determining the credits due to Plaza 5 for overpayments for the Tax Years 2016 and 2017;
- (2) Subject to credits due for overpayments made for Tax Years 2016 and 2017, the PILOT beginning June 15, 2016 to June 14, 2017 will be the minimum PILOT due of \$3,417,500 per year; and
- (3) The PILOT beginning June 15, 2017 and continuing every year to the expiration of the PILOT Term on June 14, 2022 shall be fixed at \$4,179,092 (\$5,223,865 agreed upon taxes otherwise due at 80%) per year.

**C. The Parties agree that the "true value" of \$64,670,000 for Plaza 4A and the "true value" of \$264,510,000 for Plaza 5 will be certified by the tax assessor as the new assessments for the revaluation scheduled for Tax Year 2018.**

**D. In order to eliminate the uncertainties resulting from the effect of the city-wide revaluation on the PILOT payments, the parties have stipulated that the PILOT for Plaza 4A shall be fixed at \$1,021,744 per year and the PILOT for Plaza 5 shall be fixed at \$4,179,092 per year until the expiration of the PILOT Terms, notwithstanding any change in the tax rate due to the revaluation.**

**E. Beginning with the Third Quarter Invoices for 2017, the City shall provide Plaza 4A and Plaza 5 with a credit for the amounts which the Cal-Harbor Entities paid to the City in excess of the amounts set forth in this Agreement beginning January 16, 2016 for Plaza 4A and June 15, 2016 for Plaza 5.**

## TITLE:

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION CAL  
HARBOR V URBAN RENEWAL ASSOCIATES, L.P., ET ALS, vs. CITY OF  
JERSEY CITY, ET ALS, DOCKET NO.: HUD-C-133-16**

- F. For the purpose of these credits, the Parties have agreed that Plaza 4A will be entitled to a credit against its PILOT invoice for the Third Quarter 2017 in the amount of \$337,313.00 and Plaza 5 will be entitled to a credit against its PILOT invoice for the Third Quarter 2017 in the amount of \$996,828.0. These amounts assume that the City begins billing the Plaintiffs for the PILOTs agreed to herein beginning July 1, 2017 (the 3rd quarter of 2017), and any remaining credits are carried to succeeding quarters.
- G. The City will also reduce the amounts of the annual administrative fees for Plaza 4A and Plaza 5 based on 2% of the reduced PILOT payments.
- H. The City shall provide a credit to the Plaintiffs against the amounts of the Third Quarter 2017 Invoices for the excess annual administrative fees charged to the Plaintiffs based upon 2% of the reduced Annual Service Charges paid by Plaza 4A beginning January 16, 2016 and by Plaza 5 beginning June 15, 2016 in the amount of \$6,746.00 for Plaza 4A and \$19,937.00 for Plaza 5.

## 3. The Consent Order will contain the following minimal terms:

- (a) All claims asserted by the Parties against each other in the Complaint and Counterclaim are hereby dismissed, with prejudice, and without costs or fees to any of the Parties;
- (b) The Parties are ordered to comply with the terms and conditions of the Agreement;
- (c) The Court shall retain jurisdiction over the Parties for the purpose of enforcing the terms and conditions of the Agreement; and
- (d) The Consent Order may be executed by the Parties in counterparts.

## 4. The Consent Order shall be in substantially the form attached as Exhibit A to the Agreement, subject to such minor modification as the Business Administrator or the Corporation Counsel deems appropriate or necessary.

PA/he  
8/21/17  
APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan  
for Corporation CounselCertification Required ☐Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

742  
**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION CAL  
HARBOR V URBAN RENEWAL ASSOCIATES, L.P., ET ALS, vs. CITY OF JERSEY  
CITY, ET ALS, DOCKET NO.: HUD-C-133-16**

**Initiator**

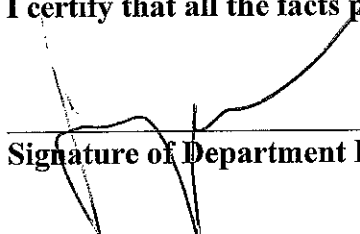
Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The Corporation Counsel respectfully submits this resolution for authorization to enter into the settlement agreement in connection with the above captioned matter. This matter arises out of a dispute between the parties with regard to amounts of the payments in lieu of taxes (PILOTs) in connection with tax abatements previously awarded to the plaintiffs. Accordingly, as set forth in detail in the annexed resolution and settlement agreement, the parties have reached a settlement wherein the parties agreed to a fixed schedule of PILOTs to be paid by plaintiffs for the duration of the term of the tax abatements which expire in 2022.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement ("Agreement") is made and entered as of this 1<sup>st</sup> day of July, 2017, between **CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P.** ("Plaza 5"), with an address c/o Mack-Cali Realty Corporation, Harborside 3, 2010 Hudson Street, Suite 400, Jersey City, New Jersey 07311 and **CAL-HARBOR VII URBAN RENEWAL ASSOCIATES, L.P.** ("Plaza 4A"), with an address c/o Mack-Cali Realty Corporation, Harborside 3, 2010 Hudson Street, Suite 400, Jersey City, New Jersey 07311 (collectively "Cal-Harbor Entities" or "Plaintiffs"), and the **CITY OF JERSEY CITY** ("City"), **OFFICE OF THE TAX COLLECTOR OF THE CITY OF JERSEY CITY** ("Tax Collector"); and **OFFICE OF THE TAX ASSESSOR OF THE CITY OF JERSEY CITY** ("Tax Assessor"); with an address at City of Jersey City, City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (collectively the "Defendants"). The Plaintiffs and Defendants are collectively referred to as "the Parties".

**WHEREAS**, the Parties have engaged in settlement negotiations in a court-ordered mediation proceeding before the Honorable Maurice J. Gallipoli, A.J.S.C. (Ret.) for the purpose of resolving the disputed issues between them in a lawsuit entitled Cal-Harbor V Urban Renewal, L.P., et als. v. City of Jersey City, et als., Docket No. HUD-C-133-16 (the "Lawsuit"); and

**WHEREAS**, the Lawsuit consisted of a Complaint and Counterclaim as to the disputed interpretation and enforceability of Settlement Agreements between the Cal-Harbor Entities and the City, effective June 30, 2010, plus challenges by the Plaintiffs to the assessments used by the Defendants in Staged Adjustments to the Annual Service Charges paid by the Plaintiffs in lieu of taxes; and

**WHEREAS**, the Parties, without conceding liability, or that their respective positions in the Lawsuit are incorrect, and after an opportunity to consider and to confer with counsel of their choice, have reached a voluntary settlement Agreement with respect to the disputed issues in

connection with the Lawsuit, and with a full understanding of the terms of this Agreement, desire to memorialize their settlement herein and to be bound by the terms of this Agreement; and

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and as set forth in further detail herein, the Parties agree as follows:

**1. Release by Cal-Harbor Entities.** In consideration for the City's entry into and carrying out of the terms of this Settlement Agreement, Plaintiffs release, and forever discharge the Defendants, including any and all of the Defendants' officers, trustees, employees, agents, attorneys, managers, directors, and departments, and their predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with them (individually and collectively referred to as "Defendant Releasees"), from any and all actions, causes of action, suits, charges, complaints, claims, liabilities, agreements, controversies, damages, and expenses (including attorneys' fees and costs), and all other claims of any nature whatsoever, known or unknown, in law or in equity, which were brought or could have been brought in and otherwise relate to the Lawsuit. This Release includes, but is not limited to, any claims arising out of Plaintiffs' relationship with Defendants, in connection with the facts and circumstances giving rise and relating to the Lawsuit, or for any other reasons, which were asserted or could have been asserted by the Plaintiffs in the Lawsuit against Defendant under any local, state or federal statute, constitution, ordinance, contract or common law. Whenever the term "Plaintiffs" is used in this paragraph, it also includes the Plaintiffs' affiliates, successors in interest and assigns.

**2. Release by the Defendants.** In consideration for the Plaintiffs' entry into and carrying out of the terms of this Settlement Agreement, Defendants release, and forever discharge the Plaintiffs, including any and all of the Plaintiffs' officers, trustees, employees, agents, attorneys, managers, directors, and departments, and their predecessors, successors, heirs,

executors, administrators and assigns, and all persons acting by, through, under or in concert with them (individually and collectively referred to as "Plaintiff Releasees"), from any and all actions, causes of action, suits, charges, complaints, counterclaims, claims, liabilities, agreements, controversies, damages, and expenses (including attorneys' fees and costs), and all other claims of any nature whatsoever, known or unknown, in law or in equity, which were brought or could have been brought in and otherwise relate to the Lawsuit. This Release includes, but is not limited to, any claims arising out of Defendants' relationship with the Plaintiffs in connection with the facts and circumstances giving rise and relating to the Lawsuit, or for any other reasons, which were asserted or could have been asserted by the Defendants in the Lawsuit against Plaintiffs under any local, state or federal statute, constitution, ordinance, contract or common law. Whenever the term "Defendants" is used in this paragraph, it also includes all of Defendants' agencies, departments, offices, officers, successors in interest and assigns.

**3. Monetary Terms.** In consideration of the mutual Releases set forth above and other good and valuable consideration, the Plaintiffs and Defendants have agreed to the following adjustments to the assessments of Plaza 4A and Plaza 5 for the determination of the taxes otherwise due in the Staged Adjustments to the Annual Service Charges (also known as the "PILOTs") to be paid by the Plaintiffs pursuant to their respective Financial Agreements beginning January 16, 2016 for Plaza 4A and June 15, 2016 for Plaza 5, and continuing every year until the expiration of the PILOT terms for Plaza 4A on February 15, 2022 and for Plaza 5 on June 14, 2022:

**A.** For Plaza 4A:

- (1) The assessed value for the land and improvements is reduced from \$24,159,100 to \$16,584,600 for the purpose of determining the credits due to Plaza 4A for overpayments for the Tax Years 2016 and 2017.
- (2) Subject to credits due for overpayments made for Tax Years 2016 and 2017, the PILOT beginning January 16, 2016 and ending January 15, 2017 will be the minimum PILOT due of \$989,934 per year and
- (3) The PILOT beginning January 16, 2017 and continuing every year to the expiration of the PILOT term on February 15, 2022 shall be fixed at \$1,021,744 (\$1,277,180 agreed upon taxes otherwise due at 80%) per year.

**B.** For Plaza 5:

- (1) The assessed value for the land and improvements is reduced from \$94,006,100 to \$67,833,600 for the purpose of determining the credits due to Plaza 5 for overpayments for the Tax Years 2016 and 2017;
- (2) Subject to credits due for overpayments made for Tax Years 2016 and 2017, the PILOT beginning June 15, 2016 to June 14, 2017 will be the minimum PILOT due of \$3,417,500 per year; and
- (3) The PILOT beginning June 15, 2017 and continuing every year to the expiration of the PILOT Term on June 14, 2022 shall be fixed at \$4,179,092 (\$5,223,865 agreed upon taxes otherwise due at 80%) per year.



- C. The Parties agree that the “true value” of \$64,670,000 for Plaza 4A and the “true value” of \$264,510,000 for Plaza 5 will be certified by the tax assessor as the new assessments for the revaluation scheduled for Tax Year 2018.
- D. In order to eliminate the uncertainties resulting from the effect of the city-wide revaluation on the PILOT payments, the parties have stipulated that the PILOT for Plaza 4A shall be fixed at \$1,021,744 per year and the PILOT for Plaza 5 shall be fixed at \$4,179,092 per year until the expiration of the PILOT Terms, notwithstanding any change in the tax rate due to the revaluation.
- E. Beginning with the Third Quarter Invoices for 2017, the City shall provide Plaza 4A and Plaza 5 with a credit for the amounts which the Cal-Harbor Entities paid to the City in excess of the amounts set forth in this Agreement beginning January 16, 2016 for Plaza 4A and June 15, 2016 for Plaza 5.
- F. For the purpose of these credits, the Parties have agreed that Plaza 4A will be entitled to a credit against its PILOT invoice for the Third Quarter 2017 in the amount of \$337,313.00 and Plaza 5 will be entitled to a credit against its PILOT invoice for the Third Quarter 2017 in the amount of \$996,828.00. These amounts assume that the City begins billing the Plaintiffs for the PILOTs agreed to herein beginning July 1, 2017 (the 3rd quarter of 2017), and any remaining credits are carried to succeeding quarters.

G. The City will also reduce the amounts of the annual administrative fees for Plaza 4A and Plaza 5 based on 2% of the reduced PILOT payments.

H. The City shall provide a credit to the Plaintiffs against the amounts of the Third Quarter 2017 Invoices for the excess annual administrative fees charged to the Plaintiffs based upon 2% of the reduced Annual Service Charges paid by Plaza 4A beginning January 16, 2016 and by Plaza 5 beginning June 15, 2016 in the amount of \$6,746.00 for Plaza 4A and \$19,937.00 for Plaza 5.

4. **Dismissal of Complaint and Counterclaim.** Within ten (10) days of the execution of this Settlement Agreement and Release by all Parties, the Plaintiffs and Defendants shall request the trial judge to approve and enter a Consent Order for Judgment Dismissing All Claims in the Lawsuit, with prejudice, and without costs and fees, with the exception that the Superior Court, Chancery Division, Hudson County, shall retain jurisdiction for the sole purpose of enforcing this Agreement. A copy of the Consent Order for Judgment is annexed hereto and made a part hereof as **Exhibit A**.

5. **No Prevailing Party/No-Admission of Liability.** The execution of this Agreement shall not be construed as an admission of liability by any Party in the Lawsuit, such liability being expressly denied. To the extent that attorney's fees, expert witness fees and costs might be recoverable to the prevailing Party under the statutory or contractual provisions alleged by the Parties, it is expressly agreed that there is no prevailing Party in this litigation, and the Parties do not admit any liability with respect to the claims asserted by the other. Each Party is responsible for their own respective attorneys' fees, expert witness fees and costs, and the Parties and their legal counsel waive their right to seek any attorneys fees, expert fees and costs.

6. **Non-disparagement.** Except as required by public information and securities laws, the Parties agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Parties, their employees, directors, and officers. The Parties further agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the other Party. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), clients, employers, etc. with respect to the other Party or Parties. The Parties understand and agree that this Paragraph is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement, and that each party would be irreparably harmed by violation of this provision.

7. **Representations and Warranties.** The Parties represent and warrant to and agree with each other as follows:

(a) The terms of this Agreement are contractual and are the result of negotiations between the Parties;

(b) This Agreement has been carefully read by each of the Parties after consultation with their respective attorneys or advisors and the contents hereof are known to and understood by each of the Parties. It is signed freely on an informed basis;

(c) Plaza 4A and Plaza 5 represent and warrant to the Defendants that they have all requisite power and authority to execute and deliver this Agreement; all action on the part of Plaza 4A and Plaza 5 necessary for the authorization, execution, delivery and

performance of this Agreement has been taken; and this Agreement constitutes a valid and binding obligation of Plaza 4A and Plaza 5, enforceable in accordance with its terms; and

(d) Defendants represent and warrant to Plaza 4A and Plaza 5 that they have all the requisite power and authority to execute and deliver this Agreement; all action on the part of the Defendants necessary for the authorization, execution, delivery and performance of this Agreement has been taken; this Agreement constitutes a valid and binding obligation of the Defendants, enforceable in accordance with its terms; that the adoption of a Resolution by the City Council approving this Agreement fully satisfies the requirements of law for a valid and binding obligation of the Parties.

(e) The Parties represent to each other that except as expressly set forth herein, the other provisions in the Financial Agreements for Plaza 4A and Plaza 5, as may have been amended, and the Settlement Agreements entered into by the Parties as of June 30, 2010 remain in full force and effect.

(f) The Parties represent to each other that this Agreement is effective and enforceable upon the adoption of a Resolution of the City Council and the execution of the Agreement by the Parties' duly authorized representatives.

(g) The Parties represent that their entry into and execution of this Agreement will not violate any other contracts to which they are a party.

**8. Choice of Law.** This Agreement is made and entered in the State of New Jersey and shall in all respects be interpreted and governed under the laws of the State of New Jersey without giving effect to its conflict of interest principles. It is enforceable only in the Superior Court of New Jersey, Chancery Division, Hudson County, as the exclusive forum.

**9. Construction of Agreement.** The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any of the

Parties. The Agreement shall be construed as if the Parties were represented by counsel who shared equally in the drafting of the Agreement so that no contract interpretation shall favor one party over the other.

**10. Entire Agreement.** This Agreement constitutes the entire understanding of the Parties, and supersedes all prior oral and written agreements, if any, and cannot be modified except by a writing signed by the Parties.

**11. Counterparts.** This Agreement may be executed in counterparts, each one of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**PLEASE READ CAREFULLY.  
THIS AGREEMENT AND GENERAL RELEASE CONTAINS  
A RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

WITNESS/ATTEST:

**CAL-HARBOR V URBAN RENEWAL  
ASSOCIATES L.P. by Mack-Cali Sub X, Inc.,  
its General Partner**

\_\_\_\_\_  
Name: GARY WAGNER  
Title: General Counsel and Secretary  
Dated:

By: \_\_\_\_\_  
Name: MICHAEL J. DEMARCO  
Title: Chief Executive Officer

WITNESS/ATTEST:

**CAL-HARBOR VII URBAN RENEWAL  
ASSOCIATES L.P. by Mack-Cali Sub XI, Inc.,  
its General Partner**

\_\_\_\_\_  
Name: GARY WAGNER  
Title: General Counsel and Secretary  
Dated:

By: \_\_\_\_\_  
Name: MICHAEL J. DEMARCO  
Title: Chief Executive Officer

WITNESS/ATTEST:

\_\_\_\_\_  
Name: ROBERT BYRNE  
Title: City Clerk  
Dated:

**CITY OF JERSEY CITY**

By:\_\_\_\_\_  
Name: ROBERT J. KAKOLESKI, CMFO  
Title: Business Administrator

WITNESS/ATTEST:

\_\_\_\_\_  
Name: ROBERT BYRNE  
Title: City Clerk  
Dated:

**TAX ASSESSOR OF THE CITY OF JERSEY CITY**

By:\_\_\_\_\_  
Name: EDUARDO C. TOLOZA  
Title: Tax Assessor

WITNESS/ATTEST:

\_\_\_\_\_  
Name: ROBERT BYRNE  
Title: City Clerk  
Dated:

**TAX COLLECTOR OF THE CITY OF JERSEY CITY**

By:\_\_\_\_\_  
Name: C. ANNE DOYLE  
Title: Tax Collector

1279026\_1 Last Rev'd 8-3-17

## EXHIBIT A

**RICHARD RUDIN, ESQ. - Id. No. 237091969**

**WEINER LAW GROUP LLP**

629 Parsippany Road

Post Office Box 0438

Parsippany, New Jersey 07054

(973) 403-1100 FAX (973) 403-0010

Attorneys for Plaintiffs

Our File Nos.: MCRC-003 & MCRC-004

1278968 1

CAL-HARBOR V URBAN RENEWAL ASSOCIATES, L.P., a limited partnership of the State of New Jersey; and CAL-HARBOR VII URBAN RENEWAL ASSOCIATES, L.P., a limited partnership of the State of New Jersey

Plaintiffs,

v.

CITY OF JERSEY CITY, a body corporate and politic of the State of New Jersey; OFFICE OF TAX COLLECTOR OF THE CITY OF JERSEY CITY; and OFFICE OF TAX ASSESSOR OF THE CITY OF JERSEY CITY,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION: HUDSON COUNTY  
GENERAL EQUITY PART  
DOCKET NO.: HUD-C-133-16

Civil Action

**CONSENT ORDER FOR JUDGMENT  
APPROVING SETTLEMENT AGREEMENT  
AND DISMISSING ALL CLAIMS  
WITH PREJUDICE AND  
WITHOUT COSTS OR FEES**

**WHEREAS** plaintiffs, Cal-Harbor V Urban Renewal Associates, L.P. and Cal-Harbor VII Urban Renewal Associates, L.P., and defendants, City of Jersey City, Office of Tax Collector of the City of Jersey City, and Office of the Tax Assessor of the City of Jersey City (collectively "the Parties"), have resolved the matters that were the subject of this lawsuit after a court-ordered mediation before the Hon. Maurice J. Gallipoli, A.J.S.C. (ret.), as more particularly set forth in a Settlement Agreement and Release ("SRA"), effective July 1, 2017; and the Parties having represented to the Court that the SRA is intended to resolve all of the claims set forth in the Complaint and Counterclaim, as amended; and the Court having received the recommendation of the

mediator that the terms and conditions of the SRA are fair and reasonable, and having determined to approve the SRA; and the Court having agreed to retain jurisdiction over the Parties to the extent, and for the purposes, set forth in the SRA, which is incorporated herein by reference as **Exhibit A**; and for good cause shown,

**IT IS** on this \_\_\_\_\_ day of \_\_\_\_\_, 2017,

**ORDERED** that a Judgment be entered as follows:

1. All claims asserted herein by the Parties against each other in the Complaint and Counterclaim, as amended, are hereby dismissed, with prejudice, and without costs or fees to any of the Parties.
2. The Parties are ordered to comply with the terms and conditions of the SRA.
3. The Court shall retain jurisdiction over the Parties for the purpose of enforcing the terms and conditions of the SRA, and
4. The Consent Order may be executed by the Parties in counterparts.

\_\_\_\_\_  
HON. BARRY P. SARKISIAN, P.J.Ch.

We hereby consent to the form and substance of the within Order for Judgment:

WEINER LAW GROUP LLP  
629 Parsippany Road  
Parsippany, NJ 070  
Attorney for Plaintiffs

RIKER DANZIG SCHERER HYLAND PERRETTI  
Headquarters Plaza  
One Speedwell Avenue  
Morristown, NJ 07962  
Attorney for Defendants

By: \_\_\_\_\_  
RICHARD L. RUDIN, ESQ.

Dated:

By: \_\_\_\_\_  
JONATHAN P. VUOTTO, ESQ.

Dated: