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HOUSING AUTHORITY OF THE CITY OF NEWARK

to

PILGRIM BAPTIST VILLAGE, INC.

Project N.J. R-32
Disposal Parcel 23
Lot 60, Block 2571
Newark, New Jersey

RECORD AND RETURN TO:

~~James Freis, Esq.
c/o Shanley & Fisher
550 Broad St.
Newark, NJ 07102~~

CHICAGO TITLE INSURANCE
COMPANY
60 EVERGREEN PL.
EAST ORANGE, N.J.
07018

(75E-20395)

RECEIVED & RECORDED
REGISTER'S OFFICE
ESSEX COUNTY, N.J.

JUN 7 11 30 AM '78

D E E D

[Handwritten Signature]
REGISTER

THIS INDENTURE, made the *27th* day of *April*, in the year of Our Lord One Thousand Nine Hundred and Seventy-eight, between

HOUSING AUTHORITY OF THE CITY OF NEWARK, a body corporate and politic of the State of New Jersey, with its principal office at 57 Sussex Avenue in the City of Newark, County of Essex and State of New Jersey, hereinafter referred to as the party of the first part; and

PILGRIM BAPTIST VILLAGE, INC., a nonprofit housing corporation, Assignee of PILGRIM BAPTIST HOUSING ASSOCIATION I, LIMITED, a limited dividend housing association, having an office for the transaction of business in care of James H. Freis, Esq., at 550 Broad Street in the City of Newark, County of Essex and State of New Jersey, hereinafter referred to as the party of the second part;

WITNESSETH, That the party of the first part, for and in consideration of ONE HUNDRED NINETEEN THOUSAND, ONE HUNDRED FORTY (\$119,140) DOLLARS, lawful money of the United States of America, to it in hand well and truly paid by the party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is acknowledged, and the mutual covenants and conditions hereafter expressed and agreed to, and the party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the party of the second part, and to its successors and assigns, forever;

All that certain tract or parcel of land and premises hereinafter described, situate, lying and being in the City of Newark, County of Essex, State of New Jersey, known and designated as Disposal Parcel 23 in Project

NJ R-32, and more particularly described as follows:

BEGINNING at a corner formed by the intersection of the proposed easterly line of Bergen Street and the proposed southerly line of 18th Avenue as shown on a drawing known as "Central Ward Project NJ R-32, Disposal Parcel No. 23, Housing Authority of the City of Newark, dated June 24, 1974" and revised by the Housing Authority of the City of Newark on March 4, 1975.

Thence (1) along said line of 18th Avenue South 74 degrees 16 minutes East 386.09 feet;

Thence (2) South 15 degrees 44 minutes West 577.80 feet to the proposed northerly line of Waverly Avenue as shown on above mentioned map;

Thence (3) along said line of Waverly Avenue, North 71 degrees 37 minutes West 339.77 feet to an angle point;

Thence (4) still along said line of Waverly Avenue North 32 degrees 46 minutes West 69.17 feet to a point in the proposed easterly line of Bergen Street;

Thence (5) along said line of Bergen Street, North 16 degrees 18 minutes East 516.28 feet to the point and place of BEGINNING.

Above described parcel contains 220,049 square feet, or 5.05 acres.

BEING parts or all of premises designated on City of Newark Tax Maps and acquired by the party of the first part by deeds recorded in the Register's Office of Essex County, or Condemnation Proceedings, as follows:

BLOCK 2572:

Part of Lot 42; Deed dated August 22, 1969, recorded August 27, 1969, in Book 4319, Page 1037;

Part of Lot 38; Deed dated August 22, 1969, recorded August 27, 1969, in Book 4319, Page 1044;

Part of Lot 37; Deed dated July 30, 1969, recorded July 31, 1969, in Book 4317, Page 54;

Part of Lot 35, Deed dated September 8, 1969, recorded September 9, 1969, in Book 4321, Page 140;

Part of Lot 34, Deed dated September 8, 1969, recorded September 11, 1969, in Book 4321, Page 466;

Part of Lot 33, Deed dated October 20, 1969, recorded October 21, 1969, in Book 4325, Page 370;

Part of Lot 32, Deed dated September 8, 1969, recorded September 11, 1969, in Book 4321, Page 469;

Part of Lot 31, Deed dated November 5, 1969, recorded November 12, 1969, in Book 4327, Page 621

Part of Lot 28 Condemnation Proceedings, Docket No. L 32916-69; Report of Commissioners recorded November 3, 1971 in Book 4389, Page 983.

BLOCK 2573:

Part of Lot 37; Deed dated May 13, 1969, recorded May 15, 1969, in

Book 4308, Page 1048;

Part of Lot 34; Condemnation Proceedings, Docket No. L-11311-70; Report of Commissioners recorded November 3, 1971 in Book 4389, Page 968;

Part of Lot 20; Condemnation Proceedings, Docket L-2269-70; Report of Commissioners recorded July 15, 1971 in Book 4379, Page 291;

Part of Lot 38, Deed dated December 23, 1975, recorded December 24, 1975, in Book 4523, Page 687;

Part of Lot 39, Deed dated August 6, 1969, recorded August 7, 1969 in Book 4317, Page 986;

Part of Lot 40, Deed dated March 18, 1970, recorded March 19, 1970 in Book 4337, Page 1085;

Part of Lot 41 and all of Lot 42, Deed dated September 5, 1969, recorded September 9, 1969 in Book 4321, Page 149;

All of Lot 43, Deed dated February 26, 1970, recorded March 2, 1970 in Book 4336, Page 511;

Part of Lot 44 and all of Lot 27, Deed dated August 18, 1969, recorded August 20, 1969 in Book 4319, Page 144;

Part of Lot 45, Deed dated October 10, 1969, recorded October 21, 1969 in Book 4325, Page 357;

Part of Lot 46, Deed dated March 18, 1970, recorded March 19, 1970 in Book 4337, Page 1071;

Part of Lot 22, Deed dated May 18, 1970, recorded May 22, 1970 in Book 4343, Page 272;

Part of Lot 21, Deed dated October 10, 1969, recorded October 17, 1969 in Book 4324, Page 1044 ;

Part of Lot 23, Deed dated June 23, 1970, recorded June 24, 1970 in Book 4346, Page 167 ;

Part of Lot 24, Deed dated October 16, 1969, recorded October 21, 1969 in Book 4325, Page 351;

All of Lot 25, Deed dated August 18, 1969, recorded August 20, 1969 in Book 4319, Page 135;

All of Lot 26, Deed dated December 1, 1969, recorded December 3, 1969 in Book 4329, Page 520;

All of Lot 28, Deed dated October 10, 1969, recorded October 17, 1969 in Book 4324, Page 1056;

All of Lots 29 and 31, Deed dated February 26, 1970, recorded February 27, 1970 in Book 4336, Page 297;

All of Lot 32, Deed dated September 30, 1970, recorded October 19, 1970 in Book 4357, Page 379 ;

All of Lot 33, Deed dated July 8, 1969, recorded July 9, 1969 in Book 4314 Page 863;

BLOCK 2574:

Part of Lot 16, Deed dated July 23, 1969, recorded July 25, 1969 in Book 4316, Page 528;

Part of Lot 14, Deed dated April 22, 1970, recorded April 23, 1970 in Book 4340, Page 741;

Part of Lot 13, Deed dated December 9, 1969, recorded January 9, 1970 in Book 4331, Page 1107;

Part of Lot 12, Deed dated January 28, 1970, recorded January 29, 1970 in Book 4333, Page 1175;

Part of Lot 11, Deed dated October 30, 1969, recorded November 3, 1969 in Book 4326, Page 742;

Part of Lot 10, Deed dated March 10, 1970, recorded March 12, 1970 in Book 4337, Page 411;

Part of Lot 9, Deed dated July 23, 1969, recorded July 24, 1969 in Book 4316, Page 297;

Part of Lots 6 and 8, Deed dated July 10, 1969, recorded July 11, 1969 in Book 4315, Page 15;

Part of Lot 5, Deed dated July 10, 1969, recorded July 11, 1969 in Book 4315, Page 9;

Part of Lot 3, Deed dated February 26, 1970, recorded February 27, 1970 in Book 4336, Page 301;

Part of Lot 2, Deed dated October 17, 1969, recorded October 17, 1969 in Book 4324, Page 1155;

Part of Lot 51, Deed dated October 30, 1969, recorded November 3, 1969 in Book 4326, Page 739;

Part of Lot 50, Deed dated July 10, 1969, recorded July 11, 1969 in Book 4315, Page 12;

Part of Lot 49, Deed dated December 9, 1969, recorded December 10, 1969 in Book 4329, Page 1194;

Part of Lot 53, Deed dated September 8, 1969, recorded September 9, 1969 in Book 4321, Page 137;

Part of Lot 48, Deed dated October 23, 1969, recorded October 24, 1969 in Book 4325, Page 788;

All of Lot 47, Deed dated April 28, 1969, recorded April 29, 1969 in Book 4307, Page 247;

All of Lot 46, Deed dated October 17, 1969, recorded October 23, 1969 in Book 4325, Page 608;

All of Lot 45, Deed dated July 25, 1969, recorded July 25, 1969 in Book 4316, Page 535;

All of Lot 44, Deed dated December 23, 1975, recorded December 24, 1975 in Book 4523, Page 690;

All of Lot 43; Condemnation Proceedings, Docket No. L-39891-75, Order for Possession dated June 8, 1976; Report of Commissioners dated March 28, 1977;

All of Lot 52; Deed dated July 10, 1969, recorded August 7, 1969, in Book 4317, Page 995;

All of Lot 42; Deed dated January 28, 1971, recorded February 3, 1971, in Book 4366, Page 132;

All of Lot 40; Deed dated June 18, 1970, recorded June 19, 1970, in Book 4345, Page 964;

All of Lot 39; Deed dated March 4, 1970, recorded March 5, 1970, in Book 4336, Page 989;

All of Lots 37 and 38; Deed dated October 27, 1969, recorded October 30, 1969, in Book 4326, Page 208;

All of Lot 36; Deed dated August 26, 1968, recorded August 27, 1969, in Book 4319, Page 1028;

All of Lot 34; Deed dated August 28, 1969, recorded August 29, 1969, in Book 4320, Page 217;

All of Lot 33; Deed dated August 13, 1969, recorded August 14, 1969, in Book 4318, Page 531;

All of Lot 32; Deed dated June 27, 1973, recorded July 10, 1973, in Book 4448, Page 1001; and Deed dated July 2, 1973, recorded July 10, 1973, in Book 4448, Page 998;

All of Lot 31; Deed dated August 13, 1969, recorded August 14, 1969, in Book 4318, Page 540;

All of Lot 30; Deed dated February 20, 1970, recorded February 24, 1970, in Book 4335, Page 1159;

All of Lot 29; Deed dated December 27, 1977, recorded January 4, 1978, in Book 4592, Page 439;

All of Lot 28; Deed dated March 13, 1970, recorded March 15, 1970, in Book 4337, Page 659;

All of Lot 27; Deed dated March 5, 1970, recorded March 6, 1970, in Book 4336, Page 1113;

All of Lot 26; Deed dated March 17, 1976, recorded May 25, 1976, in Book 4535, Page 164;

All of Lot 25; Deed dated July 12, 1971, recorded July 13, 1971, in Book 4379, Page 16;

All of Lot 24; Deed dated September 4, 1969, recorded September 5, 1969, in Book 4320, Page 994;

All of Lot 23; Deed dated August 11, 1969, recorded August 29, 1969, in Book 4320, Page 229;

All of Lot 22; Deed dated August 12, 1969, recorded August 14, 1969, in Book 4318, Page 534;

All of Lot 21; Deed dated August 11, 1969, recorded August 29, 1969, in Book 4320, Page 226;

Part of Lot 20; Condemnation Proceedings, Docket No. L-9021-70; Report of Commissioners recorded September 24, 1971, in Book 4390, Page 774;

Part of Lot 19; Deed dated May 16, 1969, recorded May 16, 1969, in Book 4309, Page 139;

Part of Lot 18; Deed dated January 30, 1970, recorded February 4, 1970, in Book 4334, Page 598.

NOW DESIGNATED as Lot 60 in Block 2571, on the Tax Map of Newark, New Jersey.

Subject to easements now existing and such easements as may be required under the Contract for Sale of Land for Private Redevelopment, Part I and Part II, dated December 23, 1975 between the party of the first part and Pilgrim Baptist Housing Association I, and recorded in the Register's Office of Essex County.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining.

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

TO HAVE AND TO HOLD all and singular the above described land and premises, with the appurtenances, unto the party of the second part, its successors and assigns to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever, subject to existing easements and the following covenants, which are hereby agreed to be covenants running with the land.

(A) The party of the second part covenants and agrees that it will, and will cause any lessee of the land conveyed or any part thereof, to carry out the project as is provided in and subject to all the terms and conditions of the Contract for Sale of Land for Private Redevelopment, Part I and Part II, aforesaid and the Urban Renewal Plan for the Project Area as now drawn and as amended from time to time and approved by the Municipal Council of the City of Newark.

(B) The party of the second part covenants and agrees that it will diligently prosecute the construction of improvements provided in the said Contract for Sale of Land for Private Redevelopment and said Urban Renewal Plan and the covenants and agreements, herein expressed, which construction shall be commenced within sixty (60) days from the date of this deed and shall be completed within twenty-four (24) months from said date, that is, the date of this deed, or within such further times as may be permitted under said Contract.

(C) The party of the second part for itself, its successors and assigns, covenants that it will make no changes in the improvements after completion of the construction thereof that are not in conformity with the provisions of the Urban Renewal Plan as presently drawn and as same may be amended from time to time.

(D) The party of the second part covenants that it, its successors and assigns, will:

(i) Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof;

(ii) Not effect or execute any agreement, lease, conveyance, or other instrument whereby the property or any part thereof is restricted upon the basis of race, color, religion, sex or national origin in the sale, lease, or occupancy thereof; and

(iii) Comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, sex or national origin in the sale, lease, or occupancy of the Property.

(E) The provisions of the Contract mentioned in Paragraph (A) hereof and the agreements and covenants heretofore expressed in Paragraphs (A), (B), (C), and (D), are covenants running with the land and they shall in any event, and except only as otherwise specifically provided in the Contract leading up to the conveyance of the Property in question be binding to the fullest extent permitted by law on all successors in interest of the party of the second part; and further, all provisions of said Contract and the covenants herein expressed shall remain in effect until the expiration of the Urban Renewal Plan, except for those provided in Clause (D), which remain in effect without limitations as to time, and provided further, that the said Contract

and covenants herein expressed shall be binding on the party of the second part and each successor in interest respectively only during such period as it shall have title to or an interest in the Property herein conveyed or any part thereof, and only as to such part of the Property as it shall have title to or an interest in.

It is hereby agreed by and between the parties hereto, their successors and assigns, that the party of the first part shall (both in its own right, and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such agreements and covenants have herein been provided for) be deemed a beneficiary of the agreements and covenants provided in this deed, and further, that the agreements and covenants herein expressed run in favor of the party of the first part, its successors and assigns, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the party of the first part, its successors and assigns, is or remains an owner of any land or interest therein to which such agreement and covenant relate. As such a beneficiary, the party of the first part, its successors and assigns, shall have the right, in the event of any breach by the party of the second part, its successors and assigns, of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proceedings to enforce the curing of such breach of agreement or covenant, to which beneficiaries of such agreement or covenant may be entitled.

any obligations with respect to the construction of the improvements relating to such parts or parcels or to other parts or parcels of the Property hereby conveyed.


(3) All certifications provided for in said Contract and in Paragraphs 1 and 2 hereof shall be in such forms as will enable them to be recorded with the Essex County Register of Deeds.

AND the said party of the first part, for itself, its successors and assigns, does covenant, promise and agree to and with the said party of the second part, its successors and assigns, that it has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

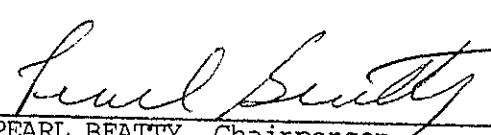
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the proper corporate officers of the party of the first part and have caused its proper corporate seal to be hereunto affixed, the day and year first above written.

HOUSING AUTHORITY OF THE CITY OF NEWARK

ATTEST:


ROBERT NOTE, Secretary

By


PEARL BEATTY, Chairperson

