

City Clerk File No. Ord. 19-037

Agenda No. 3.1 1st Reading

Agenda No. 4.1 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-037

TITLE:

ORDINANCE BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING A DEDICATION OF CERTAIN LAND AND IMPROVEMENTS LOCATED WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA AT PROVOST STREET BETWEEN BAY STREET AND MORGAN STREET, AUTHORIZING THE EXECUTION OF A DEDICATION AGREEMENT WITH 126-142 MORGAN STREET URBAN RENEWAL, LLC AND 134 BAY STREET, LLC, THE EXECUTION OF A DEED OF EASEMENT WITH 126-142 MORGAN STREET URBAN RENEWAL, LLC AND 134 BAY STREET, LLC, AND THE EXECUTION OF A DEED OF EASEMENT WITH 126-142 MORGAN STREET URBAN RENEWAL, LLC

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the Powerhouse Arts District Redevelopment Plan requires the owner of property identified on the Tax Map of the Tax Assessor of the City of Jersey City as Block 11505, Lot 1 and the owner of property identified on the Tax Map of the Tax Assessor of the City of Jersey City as Block 11506, Lot 2.01 to create a public pedestrian plaza in conjunction with the development of those properties; and

WHEREAS, in accordance with the Powerhouse Arts District Redevelopment Plan the public pedestrian plaza is to be created through development and dedication to the City of Jersey City (the "CITY") of a part of Block 11505, Lot 1 and the re-surfacing and closure (to vehicular traffic) of that part of Provost Street that is directly adjacent to Block 11505, Lot 1 between Bay Street and Morgan Street to create a single public pedestrian plaza; and

WHEREAS, 126-142 Morgan Street Urban Renewal, LLC ("MSUR") is the owner of Block 11505, Lot 1 commonly known as 10 Provost Street in the City of Jersey City, County of Hudson, and State of New Jersey including the part which is required to be a part of the public pedestrian plaza as more particularly described in and depicted on Exhibit A, attached hereto and made a part hereof (the "East Property"); and

WHEREAS, 134 Bay Street, LLC ("BAY") is the owner of certain improved land identified on the Tax Map of the Tax Assessor of the CITY as Block 11506, Lot 2.01 (the "West Property"); an

WHEREAS, Provost Street between Bay Street and Morgan Street is a public right of way of the CITY which is open to pedestrian and vehicular traffic located directly between the East Property and the West Property ("Provost Street"); and

WHEREAS, as required by the Powerhouse Arts District Redevelopment Plan and by a certain final major site plan approval granted by the Jersey City Planning Board for Block 11505, Lot 1 memorialized on September 15, 2015 by Resolution P08-114.1, MSUR has developed the East Property as part of a public pedestrian plaza with landscaping, trees, lighting equipment, walkways, curbs, railings, pedestals for the display of public art, and other decorative landscape and hardscape elements (the "East Property Plaza Improvements"); and

WHEREAS, the East Property Plaza Improvements on the East Property have been completed and are ready for their intended use as a public pedestrian plaza; and

WHEREAS, MSUR, has filed a petition with the CITY offering to convey, transfer and dedicate to the CITY, for the use and benefit of the public, a perpetual easement to use the surface of the East Property together with the East Property Plaza Improvements as the first section of the public pedestrian plaza; and

WHEREAS, MSUR desires to enter into a dedication agreement, and subject thereto, deliver a deed of easement in perpetuity to the CITY dedicating the surface of the East Property together with the East Property Plaza Improvements for use as a public park, subject to certain conditions including easements reserved by MSUR, for itself, BAY and their successors and assigns for the non-exclusive use and enjoyment of the public pedestrian plaza and to perform regular maintenance (as defined therein) of the public pedestrian plaza; and

WHEREAS, as required by the Powerhouse Arts District Redevelopment Plan, and by a certain final major site plan approval granted by the Planning Board memorialized on January 8, 2019 for the West Property, following the development of the West Property, BAY is required to prepare the existing cobblestone in Provost Street for use as part of a public pedestrian plaza by removing, repairing, and/or resurfacing it as needed, to promote safety for the typical pedestrian ("Provost Street Improvements"); and

WHEREAS, the Provost Street Improvements will be performed immediately following the development of the West Property; and

WHEREAS, BAY desires to enter into a dedication agreement and, subject thereto, dedicate the Provost Street Improvements in perpetuity to the CITY for use as a public park; and

WHEREAS, upon completion of the Provost Street Improvements, BAY will petition the CITY for the adoption of an ordinance that satisfies the requirements of N.J.S.A. 40:56-69 to close Provost Street to vehicular traffic and take such other action necessary and appropriate and required by the dedication agreement so that Provost Street can be used in conjunction with the East Property Improvements to complete the creation of the public pedestrian plaza in accordance with the Powerhouse Arts District Redevelopment Plan; and

WHEREAS, upon receipt of such petition the CITY will take such action required by the dedication agreement so that Provost Street can be used in conjunction with the East Property Improvements to complete the creation of the public pedestrian plaza in accordance with the Powerhouse Arts District Redevelopment Plan; and

WHEREAS, MSUR offers to convey, transfer and dedicate to the CITY in perpetuity, for the use and benefit of the public, a perpetual easement to use the surface of the East Property together with the East Property Plaza Improvements as a part of the pedestrian public plaza; and

WHEREAS, the City of Jersey City is authorized pursuant to N.J.S.A. 40:67-1 and N.J.S.A. 40A:12-5 to accept the conveyance and dedication of lands for public purposes.

NOW, THEREFORE BE IT ORDAINED, by the Municipal Council of the City of Jersey City that:

1. The land, improvements and appurtenances thereon located within the Powerhouse Arts District Redevelopment Area, more particularly described as follows:
 - a) The part of Block 11505, Lot 1 which is more particularly described in and depicted on Exhibit A, attached hereto and made a part hereof, located in the City of Jersey City, County of Hudson, and State of New Jersey ("East Property") be and the same is hereby accepted and dedicated as a public park.
 - b) The Provost Street Improvements which are more particularly described in and depicted on Exhibit B, attached hereto and made a part hereof, located in the City of Jersey City, County of Hudson, and State of New Jersey be and the same is hereby accepted and dedicated as a public park;
2. The CITY shall provide the public pedestrian plaza with municipal services including, water, sewer, fire protection and police protection, including the enforcement of those local ordinances applicable to public parks. The CITY shall be responsible for the cost of water, sewer, and electric service for public pedestrian plaza;
3. MSUR, for itself, BAY and their successors and assigns shall have the non-exclusive use and enjoyment of the public pedestrian plaza and access thereto to perform regular maintenance (as defined in the dedication agreement) of the public pedestrian plaza;
4. The acceptance of this dedication shall be subject to the following terms and conditions:
 - a) The execution of a plaza dedication agreement by MSUR, BAY, and the Business Administrator or the Mayor on behalf of the CITY as approved by the Office of the Corporation Counsel and substantially in the form attached hereto as Exhibit C (the "Plaza Dedication Agreement");
 - b) The approval of the construction of the East Property Improvements by the CITY'S Municipal Engineer and/or Chief Architect;
 - c) The approval and acceptance by the Office of the Corporation Counsel of a title report provided by MSUR;
 - d) The execution of a deed of easement by MSUR, BAY, and the Business Administrator or the Mayor on behalf of the CITY approved by the Office of the Corporation Counsel and substantially in the form attached to the Plaza Dedication Agreement as Exhibit D (the "Deed of Easement");
 - e) The recordation of the executed Deed of Easement;
 - f) Subject to approval by the Office of the Corporation Counsel, the execution and delivery by the CITY of all documents necessary to accomplish the dedication of the aforementioned lands and improvements;
 - g) Upon delivery of the Deed of Easement to the CITY, MSUR shall provide the CITY with a two (2) year maintenance bond for the improvements in a form satisfactory to the CITY Office of the Corporation Counsel. During the two (2) year period after the delivery of the Deed of Easement, MSUR shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of improvements or create a risk to public safety upon receiving notice of such deficiencies from the CITY'S Municipal Engineer and/or Chief Architect. MSUR shall correct all other deficiencies at the end of the two (2) year period. At the end of the two (2)

year period, the CITY shall be responsible for the structural maintenance of the improvements which are the subject of this dedication; and

- h) Upon completion of the Provost Street Improvements, BAY shall provide the CITY with a two (2) year maintenance bond for the improvement in a form satisfactory to the CITY Office of the Corporation Counsel. During the two (2) year period after acceptance of the Provost Street Improvements, BAY shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of improvements or create a risk to public safety upon receiving notice of such deficiencies from the CITY'S Municipal Engineer and/or Chief Architect. BAY shall correct all other deficiencies at the end of the two (2) year period. At the end of the two (2) year period, the CITY shall be responsible for the structural maintenance of the improvements which are the subject of this dedication; and
5. Subject to review and approval by the Municipal Engineer, the dedication shall be subject to all easements affecting the East Property and West Property recorded in the office of the Hudson County Register for the benefit of public or private entities for the purpose of operating and maintaining, inspecting, protecting, repairing, replacing or reconstructing any part gas, electric, water, sewer or utility lines including cable television wires and poles and the together with the right of ingress and egress at all times for such purposes and all other purposes in connection with or any way relating to MSUR's and BAY'S use and enjoyment of their properties.
- a) All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - b) This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - c) This ordinance shall take effect at the time and in the manner as provided by law.
 - d) The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

RR
4-15-19

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: 

Business Administrator

Certification Required ☐
Not Required ☐

RR
4-15-19

RESOLUTION FACT SHEET - CONTRACT AWARD

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 Ordinance/Resolution

ORDINANCE BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING A DEDICATION OF CERTAIN LAND AND IMPROVEMENTS LOCATED WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA AT PROVOST STREET BETWEEN BAY STREET AND MORGAN STREET, AUTHORIZING THE EXECUTION OF A DEDICATION AGREEMENT WITH 126-142 MORGAN STREET URBAN RENEWAL, LLC AND 134 BAY STREET, LLC, AND AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT WITH 126-142 MORGAN STREET URBAN RENEWAL, LLC

Project Manager

Department/Division	HEDC	Planning
Name/Title	Tanya Marione Matt Ward	Director Principal Planner
Phone/email	547-5080 547-5883	tanyam@jcnj.org mward@jcnj.org

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

Contract Purpose

The Powerhouse Arts District Redevelopment Plan (Plan) requires the owner (126-142 Morgan Street Urban Renewal, LLC ("MSUR")) of property known as Block 11505, Lot 1 (East Property) and the owner (134 Bay Street, LLC ("BAY")) of property known as Block 11506, Lot 2.01 (West Property) to create a public pedestrian plaza in conjunction with the development of their properties. Provost St. between Bay St. and Morgan St. is a public right of way of the City which is open to pedestrian and vehicular traffic located directly between the East Property and the West Property ("Provost St."). As required by the Plan and by its site plan approval, MSUR has developed the East Property as part of a public pedestrian plaza with landscaping, trees, lighting equipment, walkways, curbs, railings, pedestals for the display of public art, and other decorative landscape and hardscape elements (the "East Property Plaza Improvements"). As required by the Plan, and by its site plan approval, BAY is required to prepare the existing cobblestone in Provost St. for use as part of a public pedestrian plaza by removing, repairing, and/or resurfacing it as needed, to promote safety for the typical pedestrian ("Provost St. Improvements"). MSUR desires to enter into a dedication agreement, and deliver a deed of easement in perpetuity to the City dedicating the surface of the East Property together with the East Property Plaza Improvements for use as a public park. BAY desires to enter into a dedication agreement and dedicate the Provost Street Improvements in perpetuity to the CITY for use as a public park. Upon the completion of the Provost St. improvements, the City will take such action required by the dedication agreement so that Provost St. can be used in conjunction with the East Property Improvements to complete the creation of the public pedestrian plaza in accordance with the Plan.

Cost (Identify all sources and amounts)

Not applicable

Contract term (include all proposed renewals)

In perpetuity

Type of award Not Applicable

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-037
TITLE: 3.1 APR 24 2019 4.1

MAY - 8 2019

An ordinance by the Municipal Council of the City of Jersey City accepting a dedication of certain land and improvements located within the Powerhouse Arts District Redevelopment Area at Provost Street between Bay Street and Morgan Street, authorizing the execution of a dedication agreement with 126-142 Morgan Street Urban Renewal, LLC and 134 Bay Street LLC, and the execution of a deed of easement with 126-142 Morgan Street Urban Renewal, LLC

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 24 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 08 2019											
Councilperson <u>RIVERA</u>				moved, seconded by Councilperson <u>PRINZ-AREY</u>				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAY 08 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

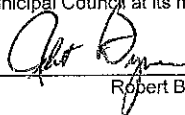
Adopted on first reading of the Council of Jersey City, N.J. on

APR 24 2019

Adopted on second and final reading after hearing on

MAY 08 2019

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **MAY 08 2019**


Robert Byrne, City Clerk

*Amendment(s):

04.24.19

APPROVED:

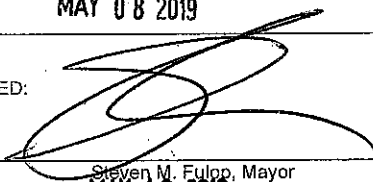


Rolando R. Lavarro, Jr., Council President

Date

MAY 08 2019

APPROVED:



Steven M. Fulop, Mayor

Date

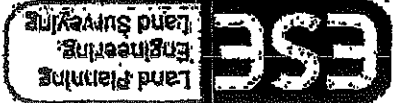
MAY 13 2019

MAY - 9 2019

Date to Mayor

EXHIBIT A

EAST PROPERTY



DESCRIPTION
LOT 1 BLOCK 11505
PROVOST PLAZA EASEMENT
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

Beginning at a point of intersection of the easterly sideline of Provost Street and the southerly sideline of Bay Street and running thence

1. Along said sideline of Bay Street, South 83°44'23" East a distance of 74.58 feet thence;
2. By a line thru Lot 1 in Block 11505, South 06°13'37" West a distance of 119.51 feet thence;
3. By a line thru Lot 1 in Block 11505, North 89°44'23" West a distance of 14.92 feet thence;
4. By a line thru Lot 1 in Block 11505, South 06°15'37" West a distance of 66.50 feet thence;
5. By a line thru Lot 1 in Block 11505, South 83°44'23" East a distance of 64.17 feet thence;
6. By a line thru Lot 1 in Block 11505, South 05°34'42" West a distance of 14.00 feet to a point the northerly sideline of Margaret Street thence;
7. Along said sideline, North 89°44'23" West a distance of 124.00 feet to a point where said sideline is intersected by the easterly sideline of Provost Street thence;
8. Along said sideline of Provost Street, North 06°15'37" East a distance of 200.01 feet to the point of beginning;

Containing 14,505.8 square feet of land, more or less;

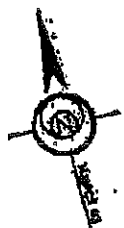
Subject to easements of record

Paul B. Higgins
Paul B. Higgins, Professional Land Surveyor
New Jersey License Number 34004

New Jersey Statewide Project 12800 Provost Plaza Easement, Book

ESI Consultants, Inc.
56 Route 173 West, Suite 18 - Hampton, NJ 08827

p: 908.638.5270 - f: 908.638.5214



P.O.B.

BAY STREET
(60' ROW)

S83°44'23"E 74.58'

RIGHT OF WAY

BLOCK 11505
LOT 1

FORMER
BLOCK 140
LOT A1 & B1

LOT AREA: 48,024.73 S.F.
1.1026 ACRES

PROPOSED
EASEMENT

PROPOSED
PLAZA EASEMENT
14,608.8 SQ. FT.

PROPOSED
BUILDING

PROVOST STREET
(60' ROW)

N05°15'32"E 200.01'

N83°44'23"W 14.92'

S83°44'23"E 74.58'

S83°44'23"E 84.17'

N83°44'23"W 124.00'

MORGAN STREET
(60' ROW)

ESE Land Planning
Engineering
Land Surveying

New Jersey Certificate of Authorization No. 240A27000000

ESE Consultants, Inc.
96 Route 173 West
Suite 1B
Hampton, NJ 08827
Tel: (908) 638-5270
Fax: (908) 638-5214

BLOCK 11505, LOT 1
PLAZA EASEMENT PLAN

PROVOST SQUARE
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

REV	DATE	DESCRIPTION	DRAWN	SCALE	DATE	DESIGN	DRAWN	DATE	FILE NAME	SHEET	1	OF	1
				10-11-00	1/15				240A27000000				

EXHIBIT B

PROVOST STREET IMPROVEMENTS

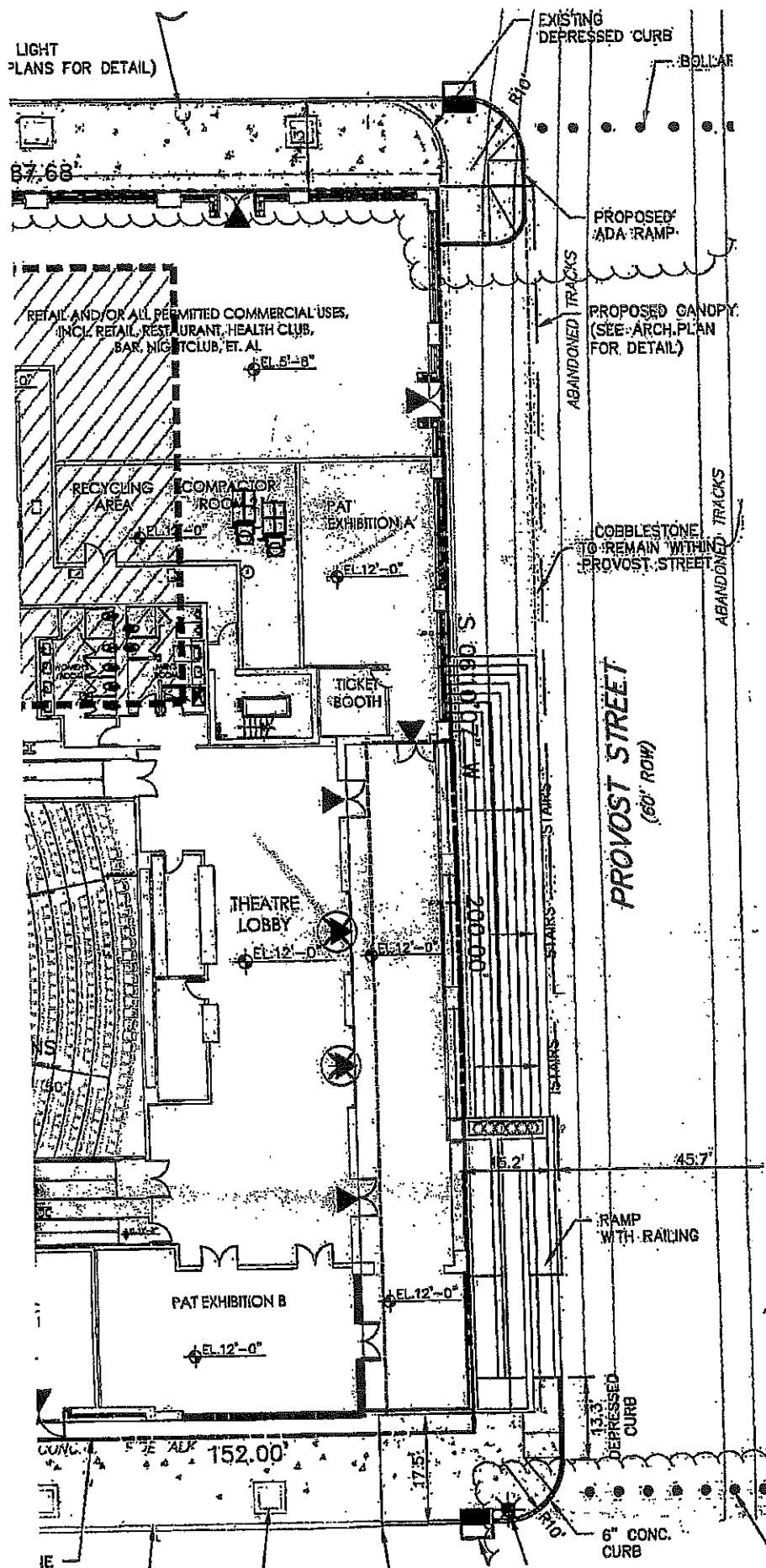


EXHIBIT C

PLAZA DEDICATION AGREEMENT

PLAZA DEDICATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of ____, 2019, by and among **134 BAY STREET, LLC** (“BAY”) and **126-142 MORGAN STREET URBAN RENEWAL, LLC**, each having an office c/o Toll Bros., 95 Christopher Columbus Drive, Floor 12A, Jersey City, New Jersey 07302 (“MSUR”), and the **CITY OF JERSEY CITY**, a public body corporate and politic existing under the laws of the State of New Jersey, whose address is c/o Office of City Clerk, 280 Grove Street, Jersey City, New Jersey, 07302 (“CITY”).

WITNESSETH:

WHEREAS, MSUR is the owner of certain land described in and depicted on **Exhibit A**, attached hereto and made a part hereof, located in the City of Jersey City, County of Hudson, and State of New Jersey (“East Property”); and

WHEREAS, as required by the Powerhouse Arts District Redevelopment Plan and in accordance with the requirements of that certain final major site plan approval granted by the Planning Board of the City of Jersey City, as memorialized by Resolution P08-114.1 dated September 15, 2015 for Block 11505, Lot 1 (formerly known as Block 140, Lots A.1 and B.1) (the “East Property Final Site Plan Approval”), MSUR is making certain improvements to the East Property to establish thereon a part of a public pedestrian plaza with that certain landscaping, trees, lighting equipment, walkways, curbs, railings, pedestals for the display of public art, and other decorative landscape and hardscape elements as depicted on **Exhibit B** attached hereto and made a part hereof (the “East Property Plaza Improvements”); and

WHEREAS, Bay is the owner of certain improved land identified on the Tax Map of the Tax Collector of the City of Jersey City as Block 11506, Lot 2.01 (the “West Property”); and

WHEREAS, the West Property is adjacent to that portion of Provost Street that is located between Morgan Street and Bay Street (hereinafter referred to as “Provost Street”); and

WHEREAS, Provost Street is public right of way which is open to pedestrian and vehicular traffic; and

WHEREAS, Provost Street is adjacent to that portion of the East Property including the East Property Plaza Improvements; and

WHEREAS, on November 27, 2018 as memorialized by Resolution dated January 8, 2019 the Jersey City Planning Board granted an amended preliminary and final major site plan approval to the West Property and Provost Street to develop the West Property and to prepare the existing cobblestone in Provost Street for use as part of a public pedestrian plaza by removing, repairing, and/or resurfacing it, as needed, to promote safety for the typical pedestrian as depicted on **Exhibit C** attached hereto and made a part hereof (the “West Property Final Site Plan Approval”); and

WHEREAS, as required by the Powerhouse Arts District Redevelopment Plan, the East Property Final Site Plan Approval, the West Property Final Site Plan Approval, and following the development of the West Property, Bay and MSUR are required to prepare the existing cobblestone on Provost Street for use as a part of a public pedestrian plaza by removing, repairing, and/or resurfacing it, as needed, to promote safety for the typical pedestrian (“Provost Street Improvements”); and

WHEREAS, as required by the Powerhouse Arts District Redevelopment Plan, the East Property Final Site Plan Approval and the West Property Final Site Plan Approval, the East Property and the East Property Plaza Improvements together with the Provost Street

Improvements are intended for use as a public pedestrian plaza, as depicted on **Exhibit D** attached hereto and made a part hereof (the East Property Plaza Improvements and the Provost Street Improvements are sometimes collectively referred to herein as the “Provost Square Plaza”); and

WHEREAS, the establishment of Provost Square Plaza is anticipated to occur in two phases; and

WHEREAS, the initial phase which is the East Property Plaza Improvements will be constructed immediately following of the development of the East Property; and

WHEREAS, the final phase which is the Provost Street Improvements will be performed immediately following the development of the West Property; and

WHEREAS, the Powerhouse Arts District Redevelopment Plan and the East Property Final Site Plan Approval, require MSUR to dedicate the East Property together with the East Property Plaza Improvements to the City for use as a part of the Provost Square Plaza; and

WHEREAS, the East Property Plaza Improvements are being constructed in accordance with the requirements of the East Property Final Site Plan Approval; and

WHEREAS, in accordance with the Powerhouse Arts District Redevelopment Plan on June 17, 2009 the City adopted Ordinance 09-072 granting to Bay and MSUR a franchise to use Provost Street to: (1) restore the façade of the existing building on the West Property; (2) protect the existing cobblestone on Provost Street during the restoration; (3) construct and maintain a stairway on Provost Street that will connect a performing arts theater to the Provost Square Plaza; (4) install and maintain a 16 inch storm water pipe below the surface of Provost Street; and (5) upon the completion of the development of the West Property, prepare the existing cobblestone on Provost Street for use as a part of the Provost Square Plaza by removing, repairing, and/or resurfacing it, as needed, to promote safety for pedestrians (the “Franchise Ordinance”); and

WHEREAS, after the adoption of the Franchise Ordinance, the Jersey City Planning Board approved design changes to the storm water management systems for the East Property and the West Property which eliminated the need to install a 16 inch storm water pipe below the surface of Provost Street; and

WHEREAS, although Bay and MSUR have not and will not install a 16 inch storm water pipe below the surface of Provost Street, they intend perform the remainder of the work authorized by the Franchise Ordinance; and

WHEREAS, as required by the Powerhouse Arts District Redevelopment Plan, following Bay's completion of the West Improvements and the Provost Street Improvements, Provost Street is intended to be closed to vehicular traffic so that it can become a part of the Provost Square Plaza; and

WHEREAS, Bay, MSUR and the CITY each acknowledge and agree that the Provost Square Plaza will be a valuable public gathering space that will enhance surrounding developments and the surrounding neighborhood; and

WHEREAS, MSUR, by this Agreement, offers to convey, transfer and dedicate to the CITY, for the use and benefit of the public, a perpetual easement to use the surface of the East Property together with the East Property Plaza Improvements as a part of the Provost Square Plaza, subject to certain conditions in this Agreement, including easements reserved by MSUR, for itself, Bay and their successors and assigns for the non-exclusive use and enjoyment of the Provost Square Plaza and to perform regular maintenance (as defined herein) of the Provost Square Plaza; and

WHEREAS, the CITY by way of Ordinance ____ adopted on _____, 201__ has agreed to accept such dedication, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of ten (\$10.00) dollars nominal consideration, the mutual promises made by each of the respective parties herein, and such other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree to the following terms, covenants and conditions.

DEFINED TERMS

The parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms and to the use of the upper or lower case initial letter of each word contained in such terms.

East Property: that certain land described in **Exhibit A** attached hereto and made a part hereof.

East Property Plaza Improvements: that part of the East Property to be improved with that certain landscaping, trees, lighting, equipment, walkways, curbs, railings, pedestal for the display of public art, and other decorative landscape and hardscape elements depicted on **Exhibit B** attached hereto and made a part hereof.

East Property Final Site Plan Approval: that certain Final Major Site Plan Approval granted by the Planning Board of the City of Jersey City, as memorialized by Resolution, P08-114.1 dated September 15, 2015 for Block 11505, Lot 1, formerly known as Block 140, Lots A.1 and B.1.

Franchise Ordinance: Ordinance #09-072 adopted by the Municipal Council of the City of Jersey City.

Provost Square Plaza: that certain public plaza located on the East Property and Provost Street improved with the East Property Plaza Improvements and the Provost Street Improvements as depicted on **Exhibit D**.

Provost Street: that portion of Provost Street that is located between Morgan Street and Bay Street in the City of Jersey City.

Provost Street Improvements: that part of Provost Street wherein the cobblestone will be removed, repaired, and resurfaced, as needed, for use as a part of a public pedestrian plaza as depicted on **Exhibit C** attached hereto and made a part hereof but not including the stairway on Provost Street that will connect a performing arts theater to the Provost Square Plaza.

West Property: that certain improved land identified on the Tax map of the Tax Collector of Jersey City as Block 11506, Lot 2.01.

West Property Final Site Plan Approval: that certain Amended Preliminary and Final Major Site Plan Approval granted by the Planning Board of the City of Jersey City on November 27, 2018, as memorialized by Resolution dated January 8, 2019 for Block 11506, Lot 2.01.

A. Dedication of East Property and East Property Plaza Improvements:

A.1. Subject to the terms, conditions and covenants in this Agreement, MSUR hereby agrees to dedicate the East Property and East Property Plaza Improvements to the CITY for public use, subject to MSUR's delivery of a deed of easement conveying a non-exclusive perpetual surface easement to the City to use the East Property and East Property Plaza Improvements as a part of the Provost Square Plaza and reserving to MSUR and BAY an easement to use the East Property and East Property Plaza Improvements in the same manner as the general public and for MSUR to maintain it as required by this Agreement.

A.2. Subject to the terms, conditions and covenants in this Agreement, the CITY hereby agrees to accept the dedication for public use of the East Property and East Property Plaza

Improvements from MSUR, with the reservation by MSUR and BAY of an easement to use the East Property Plaza Improvements in the same manner as the general public and for MSUR to maintain it as required by this Agreement subject to MSUR's delivery of a deed of easement conveying a non-exclusive perpetual surface easement to the City to use the East Property and East Property Plaza Improvements as a part of the Provost Square Plaza .

A.3. The City's acceptance of a deed of easement for the public use of the East Property and East Property Plaza Improvements as a part of Provost Square Plaza shall be conditioned upon the following:

- (i) The completion by MSUR of the East Property Plaza Improvements in accordance with the requirements of the East Property Final Site Plan Approval;
- (ii) An inspection by the Jersey City Engineering Division, which shall not be unreasonably delayed or withheld followed by the issuance of a written memorandum confirming that the East Property Plaza Improvements have been completed in accordance with the requirements of the East Property Final Site Plan Approval (the "East Property Plaza Engineering Memo");
- (iii) A title report indicating that there are no liens or easements encumbering the East Property that would interfere with its use as a part of Provost Square Plaza;
- (iv) The delivery of a two (2) year maintenance bond as prescribed by Section 347-75B.1 of the Jersey City Code in an amount determined by the Jersey City Engineering Division which will not exceed 15% of the replacement cost of the East Property Plaza Improvements in the form attached hereto as **Exhibit E** (the " East Property Plaza Improvement Bond"). During the two (2) year period following the City's acceptance of the deed of easement, MSUR shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of the East Property Plaza Improvements or create a risk to public safety, upon

receiving written notice from the Municipal Engineer. At the end of the two (2) year period, the City shall be responsible for the structural maintenance of the East Property Plaza Improvements.

(v) The delivery by MSUR of a deed of easement conveying to the City the perpetual right to use the East Property and the East Property Plaza Improvements as a part of the Provost Square Plaza in the form attached hereto as **Exhibit F** (the "Deed of Easement").

A.4. Upon the CITY'S acceptance of the Deed of Easement, the City shall operate the East Property Plaza Improvements in conformance with the operational standards of the CITY for parks and recreation areas as codified in Chapter 239-1 et seq. of the Jersey City Code for the benefit of the public including the occupants of any building or private improvements constructed on Block 11505, Lot 1.

A.5. Upon the CITY'S acceptance of the Deed of Easement, MSUR shall have a perpetual easement to maintain the East Property Plaza Improvements as required by **Schedule 1** attached hereto and made a part hereof (hereinafter the "Regular Maintenance Requirements").

A.6. Upon the CITY'S acceptance of the Deed of Easement, MSUR shall maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements, at the sole cost and expense of MSUR.

A.7. Upon the CITY'S acceptance of the Deed of Easement, MSUR shall have the right to close all or portions of the East Property Plaza Improvements from time to time for a reasonable period of time during regular business hours to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements. Such closure may be for a duration reasonably necessary to adequately perform the required maintenance. Except in the case of an emergency, MSUR shall give the City Clerk and Municipal Engineer at least three (3) business days written notice in accordance with Section C.6 hereof of MSUR's intent to close the East Property to perform maintenance thereto. Such written notice shall include a brief description of

the work to be performed and the anticipated duration of the closure. In the event that MSUR closes the East Property for an unreasonable period of time in order to perform maintenance, it shall constitute a breach of MSUR's obligations hereunder and the City and the Planning Board shall have the rights and remedies against MSUR granted to them under Section A.18 of this Agreement.

A.8. MSUR shall provide water to the East Property to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements at the sole cost and expense of MSUR.

A.9. Upon the CITY'S acceptance of the Deed of Easement, the CITY will pay full cost and expense of electricity required for public use of the East Property and East Property Plaza Improvements including but not limited to all lighting installed therein in accordance with the Final Site Plan Approval.

A.10. Upon the CITY'S acceptance of the Deed of Easement, the CITY shall provide fire protection and police protection at its sole cost and expense and shall enforce all municipal ordinances applicable to parks and recreation areas on the East Property and East Property Plaza Improvements including Chapter 239-1 et seq. for the benefit of the public.

A.11. Upon the CITY'S acceptance of the Deed of Easement, MSUR shall have an easement to use and enjoy the East Property and East Property Plaza Improvements in the same manner as the general public.

A.12. Upon the expiration of the East Property Plaza Maintenance Bond, the CITY shall be responsible for the repair and replacement of the East Property Plaza Improvements at the CITY'S sole cost and expense unless such repair or replacement is made necessary because of the negligent or willful acts or omissions of MSUR.

A.13. Upon the expiration of the East Property Plaza Maintenance Bond, when the East Property Plaza Improvements or any part thereof is in need of repair or replacement, then the CITY shall make such replacement or repairs, at the CITY'S sole cost and expense, with the same color, type, and quality of improvements and materials initially installed by MSUR and specified in the Final Site Plan Approval.

A.14. Upon the CITY'S acceptance of the Deed of Easement, MSUR shall indemnify, defend and hold harmless the CITY, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with MSUR's failure to perform the Regular Maintenance Requirements on the East Property Plaza Improvements other than liability arising out of the sole negligence or intentional or wanton or willful acts or omissions of the CITY.

A.15. Upon the CITY'S acceptance of the Deed of Easement, the CITY shall indemnify, defend and hold harmless MSUR, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with the public's use of the East Property Plaza Improvements or the CITY'S negligent, grossly negligent, or willful actions or omissions in connection with the CITY'S obligation to make the repairs or replacements to the East Property Plaza Improvements.

A.16. Upon the CITY'S acceptance of the Deed of Easement, the CITY and any subcontractors retained by it shall obtain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with the CITY's operation of the East Property Plaza Improvements and its obligation to make repairs or replacements to the

East Property Plaza Improvements. The CITY shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the MSUR and any officer, employee, agent or contractor of the City as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days' written notice to the MSUR. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by the CITY at the time of MSUR' s delivery of a Deed of Easement to the City, and renewal certificates of insurance shall be provided annually.

A.17. Upon the City's acceptance of a Deed of Easement, MSUR and any subcontractors retained by it shall maintain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with MSUR's obligation to perform Regular Maintenance Requirements. MSUR shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the City and any officer, employee, agent or contractor of the City as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days written notice to the City. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by MSUR at the time of its delivery of a Deed of Easement to the CITY, and renewal certificates of insurance shall be provided annually.

A.18. In the event the CITY determines that MSUR has failed to timely perform any of the Regular Maintenance Requirements to the East Property Plaza Improvements, the CITY shall give MSUR thirty (30) days' written notice to cure such failure. If after thirty (30) days, MSUR has not cured such failure, the CITY shall have the right to perform such regular maintenance to the East Property Plaza Improvements at the sole cost and expense of MSUR. MSUR shall reimburse the CITY for those costs and expenses required to perform the regular maintenance not

performed by MSUR in a timely manner. In the event MSUR fails to comply with its obligations under this Agreement (whether intentional or not), the City shall have the right to request that the Jersey City Zoning Officer issue a zoning violation including a fine, summons or citation to MSUR. The amount of any fine shall not exceed the reasonable cost to cure MSUR's failure to perform its obligations under this Agreement. Any fine shall be waived by the Jersey City Zoning Officer, if MSUR promptly complies with its obligations under this Agreement. In the event that MSUR receives three (3) or more summons or citations from the Jersey City Zoning Officer in any consecutive twelve (12) month period, then the City shall be entitled to demand that MSUR provide a \$50,000.00 maintenance bond to secure its obligations under this Agreement (the "Bond"). Following the MSUR's delivery of the Bond to the City, in the event MSUR fails to comply with its obligations under this Agreement (whether intentional or not), the City shall have the right to request that the Jersey City Zoning Officer issue a zoning violation as described above, or after giving MSUR fourteen (14) days written notice to cure such non-compliance, use the Bond to remedy MSUR's non-compliance with this Agreement. In the event the City draws down on the Bond, it shall provide written notice to MSUR and MSUR shall be required to replenish the Bond to the full amount. The foregoing remedies shall be in addition to any other remedies available to the City and the Jersey City Zoning Officer, at law or in equity. However, under no circumstances shall the City or Jersey City Zoning Officer be entitled to revoke or order the revocation of the Site Plan Approval or the Certificate of Occupancy for the building and other private improvements constructed on Block 11505, Lot 1. The City shall be permitted, in its sole and absolute discretion, and without the consent of the MSUR to delegate its enforcement authority under this paragraph to the Planning Board.

A.19. In the event that the CITY fails to timely make and repairs or replacements to the East Property Plaza Improvements, MSUR shall give the CITY thirty (30) days' written notice to

cure such failure. If after thirty (30) days, the CITY has not remedied such failure, MSUR shall have the right to perform such replacement or repair to the East Property Plaza Improvements at the sole cost and expense of the CITY. The CITY shall reimburse MSUR for those costs and expenses required to make repairs and replacements not performed by the CITY in a timely manner. Notwithstanding anything herein to the contrary, MSUR shall have the right to make emergency repairs or replacements to the East Property Plaza Improvements without notice to the CITY in the event MSUR determines, in good faith, that the failure to make such repair or replacement will jeopardize the safety of the occupants of the plaza or the owners, residents, tenants, guest or invitees of the building and other private improvements constructed on Block 11505, Lot 1. The CITY shall reimburse MSUR for those costs and expenses required to make emergency repairs and replacements to the East Property Plaza Improvements.

A.20. Upon the City's acceptance of the Deed of Easement, the obligations of the parties as recited in paragraphs A.1 through A.19 hereof shall be superseded by the Deed of Easement.

A.21. The CITY agrees to record the Deed of Easement in the Hudson County Register's Office within ten (10) business days of the CITY'S acceptance thereof. This obligation shall survive the delivery and acceptance of the Deed of Easement.

B. Completion of Provost Street Improvements and Provost Square Plaza:

B.1. The City's acceptance of the Provost Street Improvements for incorporation into the East Property Plaza Improvements to establish Provost Square Plaza shall be conditioned upon the following:

- (i) The completion by BAY of the Provost Street Improvements in accordance with the requirements of the West Property Final Site Plan Approval;

(ii) An inspection by the Jersey City Engineering Division, which shall not be unreasonably delayed or withheld followed by the issuance of a written memorandum confirming that the Provost Street Improvements been completed in accordance with the requirements of the Franchise Ordinance (the "Provost Engineering Memo");

(iii) The delivery of a two (2) year maintenance bond in an amount determined by the Jersey City Engineering Division which will not exceed 15% of the replacement cost of the Provost Street Improvements (the "Provost Street Improvements Maintenance Bond") in the form attached hereto as Exhibit E. During the two (2) year period following the City's issuance of the Provost Engineering Memo, BAY shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of the Provost Street Improvements or create a risk to public safety, upon receiving written notice from the Municipal Engineer. At the end of the two (2) year period, the City shall be deemed to have finally accepted the Provost Street Improvements and shall be responsible for the repair and replacement of the Provost Street Improvements; and

(iv) The CITY'S adoption of an ordinance within the time frame set forth in paragraph B.2 below that satisfies the requirements of N.J.S.A. 40:56-69 and is consistent with the terms, conditions and covenants set forth in this Agreement .

B.2. Upon the CITY's acceptance of the Provost Street Improvements, the CITY shall within forty -five (45) days take any and all municipal action required under N.J.S.A. 40:56-69 to close Provost Street to vehicular traffic and open the Provost Street Improvements for use as a pedestrian public plaza in conjunction with the East Property Plaza Improvements.

B.3. Upon the opening of the Provost Street Improvements, the City shall operate the Provost Street Improvements together with the East Property Plaza Improvements in conformance with the operational standards of the CITY for parks and recreation areas as codified in Chapter 239-1, et seq. of the Jersey City Code.

B.4. Upon the opening of the Provost Street Improvements, BAY shall have a perpetual easement to maintain it as required by **Schedule 2** attached hereto and made a part hereof (hereinafter the “Provost Regular Maintenance Requirements”).

B.5. Upon the opening of the Provost Street Improvements, BAY shall maintain it as required by the Provost Regular Maintenance Requirements at the sole cost and expense of Bay.

B.6. Upon the opening of the Provost Street Improvements, BAY shall have the right to close all or portions of the Provost Street Improvements from time to time for a reasonable period of time during regular business hours to maintain it as required by the Provost Regular Maintenance Requirements. Such closure may be for such duration as reasonably necessary to adequately perform the required repair(s) or replacements. Except in the case of an emergency, BAY shall give the City Clerk and Municipal Engineer at least three (3) business days written notice in accordance with Section C.6 hereof of BAY’s intent to close Provost Street to perform maintenance and repairs, or make replacements thereto. Such written notice shall include a brief description of the work to be performed and the anticipated duration of the closure. In the event that BAY closes Provost Street for an unreasonable period of time in order to perform maintenance and repairs, it shall constitute a breach of BAY’s obligations hereunder and the City and the Planning Board shall have the rights and remedies against BAY granted to them under Section B.13 of this Agreement.

B.7. BAY shall provide water to the Provost Street Improvements to maintain it as required by the Provost Regular Maintenance Requirements at the sole cost and expense of BAY.

B.8. Upon the opening of the Provost Street Improvements, the CITY will pay full cost and expense of electricity required for all the public use of the Provost Street Improvements including but not limited to all lighting installed in accordance with the Preliminary Site Plan

Approval amended by a final site plan approval granted to the West Property by the Jersey City Planning Board.

B.9. Upon the opening of the Provost Street Improvements, the CITY shall provide fire protection and police protection at its sole cost and expense and shall enforce all municipal ordinances applicable to parks and recreation areas on the Provost Street Improvements including Chapter 239 -1 et seq. of the Jersey City Municipal Code for the benefit of the public.

B.10. Upon the opening of the Provost Street Improvements, BAY shall have an easement to use and enjoy the Provost Street Improvements in the same manner as the general public.

B.11. Following the expiration of the Provost Street Improvements Maintenance Bond, the CITY shall be responsible for the repair and replacement of the Provost Street Improvements at the CITY'S sole cost and expense unless such repair or replacement is made necessary because of the negligent, grossly negligent or willful acts or omissions of BAY or its successor and assigns.

B.12. Following the expiration of the Provost Street Improvements Maintenance Bond, when it becomes necessary for the CITY to replace or repair the Provost Street Improvements the CITY shall remove, repair, and/or resurface the cobblestone, as needed, to promote safety for the typical pedestrian at the CITY'S sole cost and expense.

B.13. In the event the CITY determines that BAY has failed to timely perform any of the Provost Maintenance Requirements to the Provost Street Improvements, the CITY shall give BAY thirty (30) days written notice to cure such failure. If after thirty (30) days, BAY has not cured such failure, the CITY shall have the right to perform such regular maintenance to the Provost Street Improvements at the sole cost and expense of BAY. BAY shall reimburse the CITY for those costs and expenses required to perform such regular maintenance not performed by BAY in

a timely manner. In the event BAY fails to comply with its obligations under this Agreement (whether intentional or not), the City shall have the right to request that the Jersey City Zoning Officer issue a zoning violation including a fine, summons or citation to BAY. The amount of any fine shall not exceed the reasonable cost to cure BAY's failure to perform its obligations under this Agreement. Any fine shall be waived by the Jersey City Zoning Officer, if BAY promptly complies with its obligations under this Agreement. In the event that BAY receives three (3) or more summons or citations from the Jersey City Zoning Officer in any consecutive twelve (12) month period, then the City shall be entitled to demand that BAY provide a \$50,000.00 maintenance bond to secure its obligations under this Agreement (the "Bond"). Following the BAY's delivery of the Bond to the City, in the event BAY fails to comply with its obligations under this Agreement (whether intentional or not), the City shall have the right to request that the Jersey City Zoning Officer issue a zoning violation as described above, or after giving BAY fourteen (14) days' written notice to cure such non-compliance, use the Bond to remedy BAY's non-compliance with this Agreement. In the event the City draws down on the Bond, it shall provide written notice to BAY and BAY shall be required to replenish the Bond to the full amount. The foregoing remedies shall be in addition to any other remedies available to the City and the Jersey City Zoning Officer, at law or in equity. However, under no circumstances shall the City or Jersey City Zoning Officer be entitled to revoke or order the revocation of the Site Plan Approval or the Certificate of Occupancy for any buildings or other private improvements constructed on the West Property. The City shall be permitted, in its sole and absolute discretion, and without the consent of the Bay to delegate its enforcement authority under this paragraph to the Planning Board.

B.14. In the event that the CITY fails to timely make and repairs or replacements to the Provost Street Improvements, BAY shall give the CITY thirty (30) days' written notice to cure

such failure. If after thirty (30) days, the CITY has not cured such failure, BAY shall have the right to perform such replacement or repair to the Provost Street Improvements at the sole cost and expense of the CITY. The CITY shall reimburse BAY for those costs and expenses required to make repairs and replacements not performed by the CITY in a timely manner. Notwithstanding anything herein to the contrary, BAY shall have the right to make emergency repairs or replacements to the Provost Street Improvements without notice to the CITY in the event BAY determines, in good faith, that the failure to make such repair or replacement will jeopardize the safety of the occupants of the plaza or the owners, residents, tenants, guest or invitees of the building and other private improvements constructed on West Property provided that BAY shall not be permitted to remove, destroy, or pave over the cobblestone and railroad tracks located in Provost Street. The CITY shall reimburse BAY for those costs and expenses required to make emergency repairs and replacements to the Provost Street Improvements.

B.15. BAY shall indemnify, defend and hold harmless the CITY, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with BAY's failure to perform the Provost Regular Maintenance Requirements for the Provost Street Improvements other than any liability arising out of the negligent, grossly negligent or willful acts of the CITY.

B.16. The CITY shall indemnify, defend and hold harmless BAY, their employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with the public's use of the Provost Street Improvements or the CITY'S negligent, grossly negligent or willful failure to make repairs or replacements to the Provost Street Improvements.

B.17. The CITY and any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with the public's use of the Provost Street Improvements and its obligation to make repairs or replacements to the Provost Street Improvements. The CITY shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name BAY and any officer, employee, agent or contractor of BAY as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days' written notice to BAY. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by the CITY at the time the CITY opens the Provost Street Improvements, and renewal certificates of insurance shall be provided annually.

B.18. BAY and any subcontractors retained by it shall maintain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with BAY's obligation to perform the Provost Street Improvements and/or the perform the Provost Regular Maintenance Requirements. BAY shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the City and any officer, employee, agent or contractor of the City as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days written notice to the City. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by BAY at the time of its execution of this Agreement, and renewal certificates of insurance shall be provided annually.

B.19. In the event that the CITY fails to timely make and repairs or replacements to the Provost Street Improvements, BAY shall give the CITY thirty (30) days' written notice to cure

such failure. If after thirty (30) days, the CITY has not cured such failure, BAY shall have the right to perform such replacement or repair to the Provost Street Improvements at the sole cost and expense of the CITY. The CITY shall reimburse BAY for those costs and expenses required to make repairs and replacements not performed by the CITY in a timely manner.

C. General:

C.1. The parties acknowledge that a breach of, or failure to comply with the covenants, restrictions and obligations of this Agreement by any party shall cause irreparable harm to the other party. As such, in the event either party breaches, or fails to comply with any covenant, restriction or obligation of this Agreement (whether intentional or not), any other party shall have the right to sue, at law or in equity, for expedited declaratory relief and specific performance, including a temporary restraining order, preliminary injunction and permanent injunctive relief. Any exercise of such remedies, at law or in equity, shall not be exclusive, and nothing herein contained shall limit, preclude or compromise the enforcement by a non-breaching party of any other rights and remedies it may have at law or in equity including the right to sue for damages. No such breach or failure to perform shall entitle any party to terminate this Agreement.

C.2. The invalidity of any covenant, restriction, condition, limitation, exception, or other provision set forth in this Agreement, shall not impair or affect in any manner the validity, enforceability or effectiveness of the remainder of this Agreement, and each covenant, restriction, condition, limitation or provision shall be enforceable to the greatest extent permitted by law.

C.3. The failure of any party to this Agreement to enforce any easement, covenant, restriction, condition, limitation, exception, or provision created by this Agreement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any

breach occurring prior or subsequent thereto. Any waiver made by any party subject to this Agreement must be duly made in writing in order to be considered a waiver.

C.4. Notwithstanding anything herein to the contrary, until BAY completes the development of the West Property and the CITY has accepted the Provost Street Improvements, BAY and MSUR shall have the right to temporarily close the East Property and East Property Plaza Improvements without obtaining a permit from the CITY or any City agency should BAY determine, in its sole and absolute discretion, that construction activities or staging activities for the development of the West Property make it unsafe for persons to be on the East Property and the East Property Plaza Improvements. BAY and MSUR shall notify the Municipal Engineer before temporarily closing the East Property and East Property Plaza Improvements.

C.5. This Agreement may be amended or modified, in whole or in part, only by written instrument, in recordable form, executed by all parties hereto.

C.6. All notices, demands, requests or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been properly given or sent:

- (a) if personally served upon each of the parties and any other party subject to this Agreement; or
- (b) if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows:

(1) 126-142 Morgan Street Urban Renewal, LLC
c/o Toll Bros.
95 Christopher Columbus Drive
Floor 12A
Jersey City, NJ 07302
Attn.: Henry Waller

(2) 134 Bay Street, LLC

c/o Toll Bros.
95 Christopher Columbus Drive
Floor 12A
Jersey City, NJ 07302
Attn.: Henry Waller

(3) City of Jersey City
Office of the City Clerk
City Hall
280 Grove Street
Jersey City, NJ 07302
Attn: Robert Byrne, City Clerk

(3) City of Jersey City
Jersey City Law Department
280 Grove Street
Jersey City, NJ 07302
Attn.: Peter Baker, Esq., Corporation Counsel

(4) City of Jersey City
Division of Engineering and Traffic
13-15 Linden Avenue East
Jersey City, NJ 07305
Attn.: Jose Cunha, Municipal Engineer

with a copy of each notice addressed to MSUR and Bay also sent to:

Connell Foley LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, NJ 07311
Attn: James C. McCann, Esq.

C.7. The covenants, obligations, reservations, and other provisions in this Agreement are binding on BAY and MSUR and all who succeed to BAY's and MSUR's rights and responsibilities, including BAY's and MSUR's successors in title and interest, and assigns. The covenants, restrictions, exceptions, reservations, obligations, and other provisions in this

Agreement can be enforced by BAY and MSUR and all who succeed to BAY's and MSUR's rights and responsibilities, including BAY's and MSUR's successors in title and interest, and assigns.

C.8. This Agreement shall be construed and governed by the laws of the State of New Jersey.

C.9. Any paragraph or section of this Agreement that pertains to the Provost Street Improvements shall remain in full force and effect in perpetuity unless the City ceases to use Provost Street as a part of Provost Square Plaza consistent with the intent and purpose of the Power House Arts District Redevelopment, at which time this Agreement shall immediately terminate.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the
day and year first above written.

WITNESS:

126-142 MORGAN STREET URBAN RENEWAL, LLC

By:

Name:
Title

WITNESS:

134 BAY STREET, LLC

By:

Name:
Title

ATTEST:

CITY OF JERSEY CITY
a Municipal Corporation

ROBERT BYRNE

By:

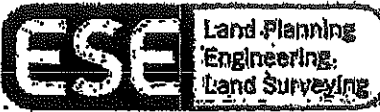
Brian Platt
Business Administrator

Approved as to Legal Form

RAYMOND P. REDDINGTON
ASSISTANT CORPORATION
COUNSEL

EXHIBIT A

**DESCRIPTION OF AREA OWNED BY MSUR AND TO BE DEDICATED TO THE CITY
OF JERSEY CITY**



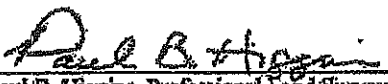
DESCRIPTION
LOT 1 BLOCK 11505
PROVOST PLAZA EASEMENT
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

Beginning at a point of intersection of the easterly sideline of Provost Street and the southerly sideline of Bay Street and running thence

1. Along said sideline of Bay Street, South $83^{\circ}44'23''$ East a distance of 74.58 feet; thence,
2. By a line thru Lot 1 in Block 11505, South $06^{\circ}15'37''$ West a distance of 119.51 feet; thence,
3. By a line thru Lot 1 in Block 11505, North $83^{\circ}44'23''$ West a distance of 14.92 feet; thence,
4. By a line thru Lot 1 in Block 11505, South $06^{\circ}15'37''$ West a distance of 66.50 feet; thence,
5. By a line thru Lot 1 in Block 11505, South $83^{\circ}44'23''$ East a distance of 64.17 feet; thence,
6. By a line thru Lot 1 in Block 11505, South $06^{\circ}15'37''$ West a distance of 14.00 feet to a point the northerly sideline of Morgan Street; thence,
7. Along said sideline, North $83^{\circ}44'23''$ West a distance of 124.00 feet to a point where said sideline is intersected by the easterly sideline of Provost Street; thence,
8. Along said sideline of Provost Street, North $06^{\circ}15'37''$ East a distance of 200.01 feet to the point of beginning;

Containing 14,405.8 square feet of land, more or less;

Subject to easements of record


Paul B. Higgins, Professional Land Surveyor
New Jersey License Number 34004

N:\Projects\New Jersey\2800-Privost Square\Sur\Dep\Legal\Easements\2800 Provost Plaza Easement.docx

ESE Consultants, Inc.
96 Route 173 West, Suite 3B - Hampton, NJ 08827

p: 908.638.5270 • f: 908.638.5214



P.O.B.

BAY STREET

(60' ROW)

S83°44'23"E 74.58'

RIGHT OF WAY

BLOCK 11505
LOT 1

FORMER
BLOCK 140
LOT A1 & B1

LOT AREA: 48,024.73 S.F.
1.1025 ACRES

PROPOSED
EASEMENT

PROPOSED
PLAZA EASEMENT
14,608.8 SQ. FT.

PROPOSED
BUILDING

PROVOST STREET
(60' ROW)

N05°15'37"E 200.01'

N63°44'23"W 14.92'

N63°44'23"W 124.00'

MORGAN STREET

(60' ROW)

ESE

Land Planning
Engineering
Land Surveying

ESE Consultants, Inc.
96 Route 173 West
Suite 1B
Hampton, NJ 08827
Tel: (908) 638-5270
Fax: (908) 638-5214

New Jersey Certificate of Authorization No. 24CA27888800

BLOCK 11505, LOT 1
PLAZA EASEMENT PLAN

PROVOST SQUARE
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

REV	DATE	DESCRIPTION	DRAWN	DATE	SCALE	DESIGN	DRAWN	DATE	FILE NAME	SHEET	1	OF	1
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EXHIBIT B

**EAST PROPERTY FINAL SITE PLAN SHOWING EAST
PROPERTY PLAZA IMPROVEMENTS**

This Exhibit includes:

Sheet C-2- Site Plan last dated February 12, 2016;

Sheet C-3 - Grading and Utility Plan last dated February 12, 2016;

**Sheet L-1- Streetscape and Landscape Plan with Landscape Plan Detail last dated February
12, 2016;**

Sheet L-2- Lighting Plan and Lighting Plan Detail last dated February 12, 2016.

**Note: A complete copy of the Final Site Plans approved for Provost Square II, including the
East Property Plaza Improvements, signed by the Jersey City Planning Board Chairman on
March 2, 2016 are on file in the Jersey City Division of Planning, 1 Jackson Square (AKA
360 MLK Drive) Jersey City, NJ 07305-371730.**

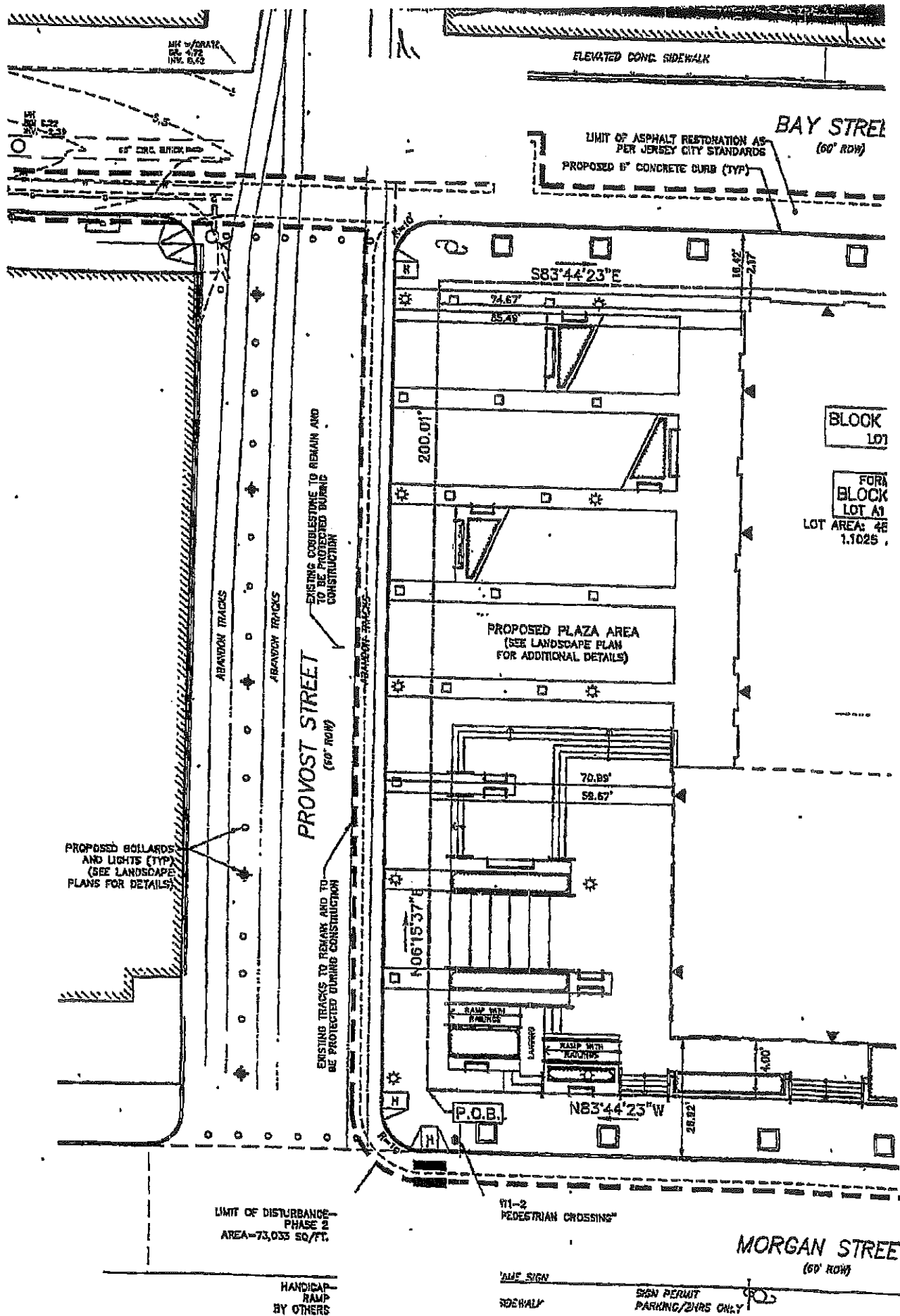
(EXHIBIT B CON'T)

SITE PLAN

SHEET C - 2

OF

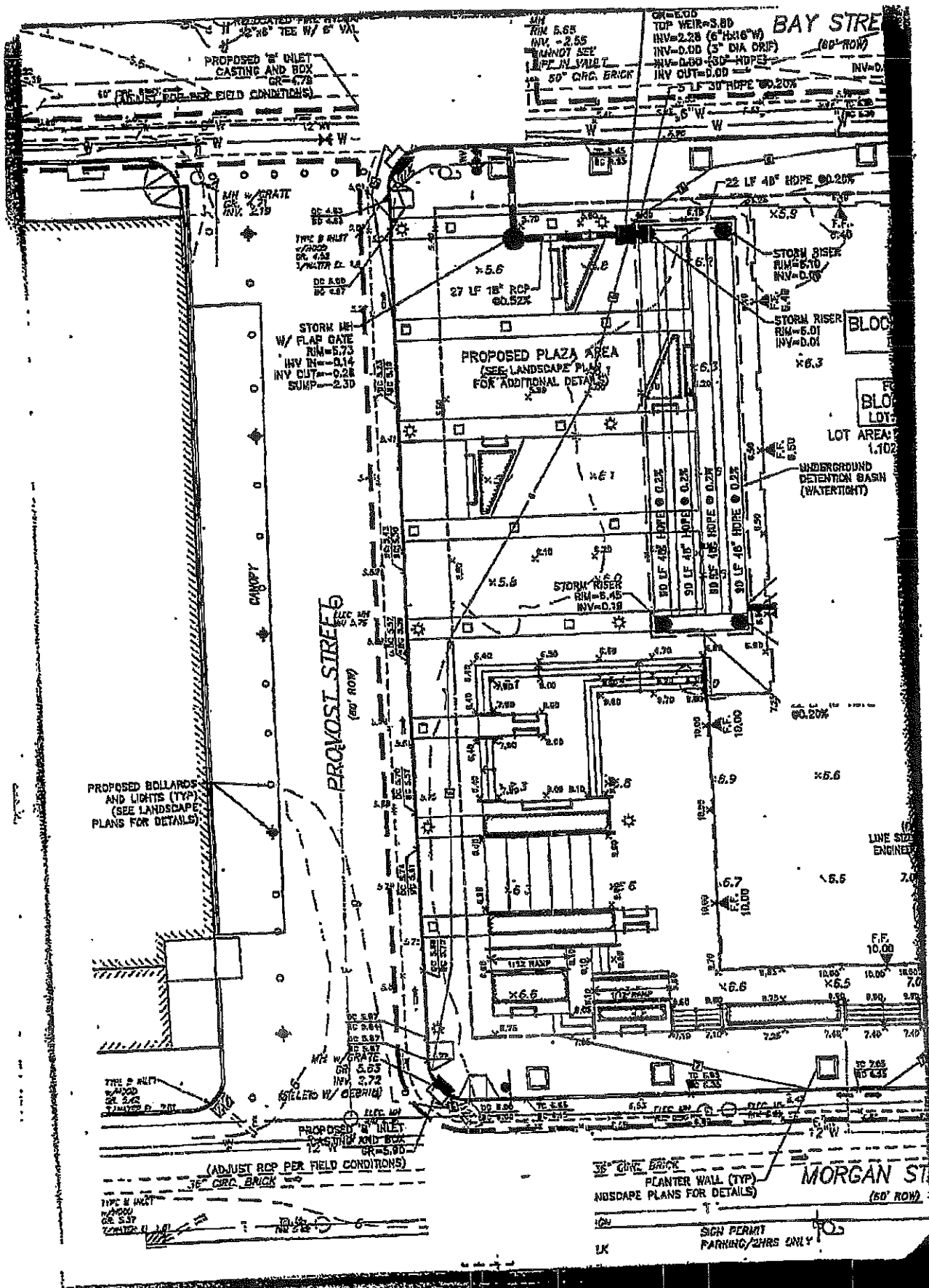
EAST PROPERTY FINAL SITE PLAN



(EXHIBIT B CON'T)
GRADING AND UTILITY PLAN

PAGE C-3

OF EAST PROPERTY FINAL SITE PLAN



(EXHIBIT B CON'T)

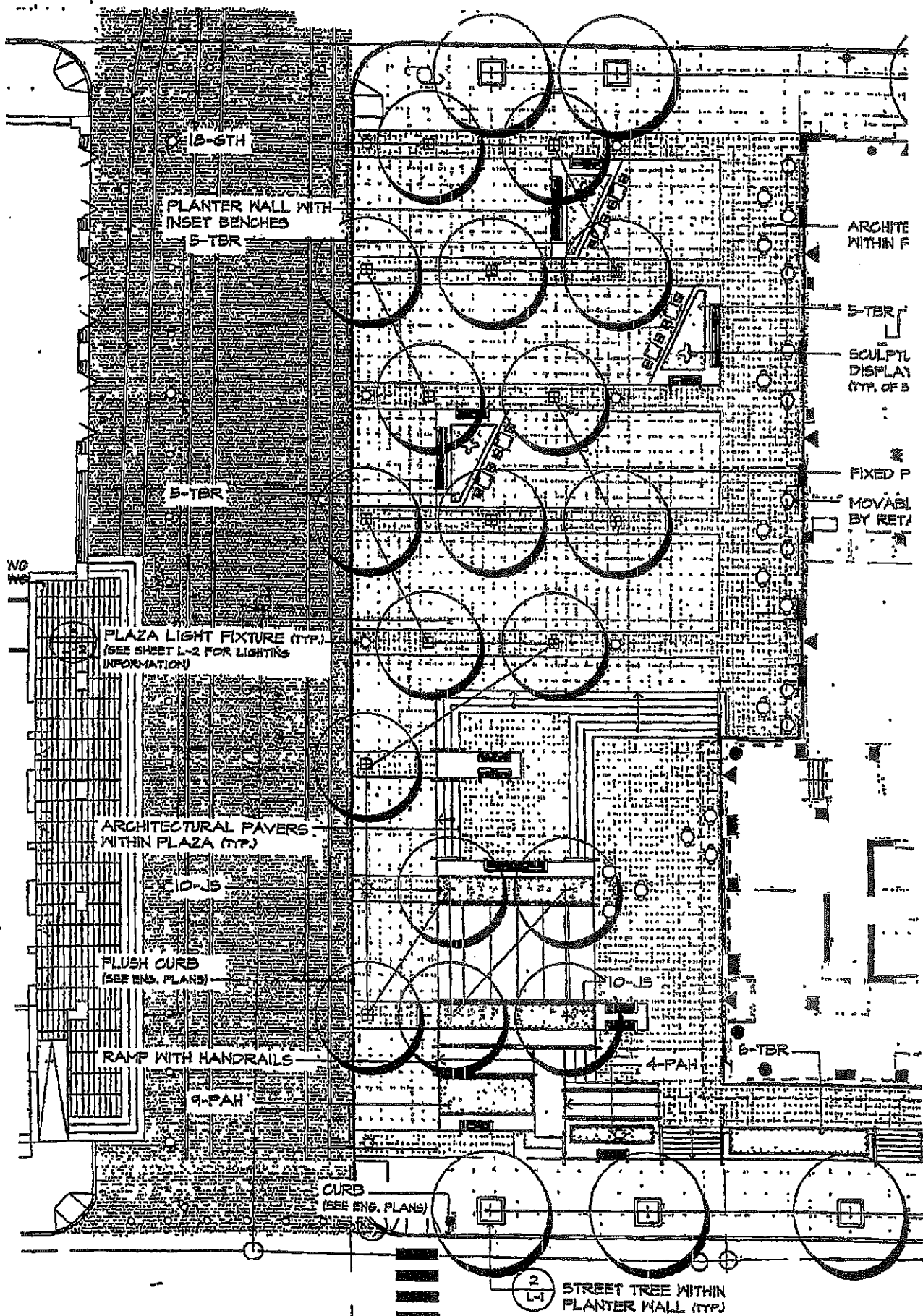
STREETSCAPE

LANDSCAPE PLAN

PAGE L-1

OF

EAST PROPERTY FINAL SITE PLAN



(EXHIBIT B CON'T)

STREETSCAPE

LANDSCAPE PLAN

DETAIL

PAGE L-1

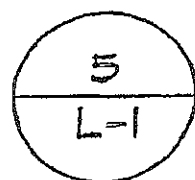
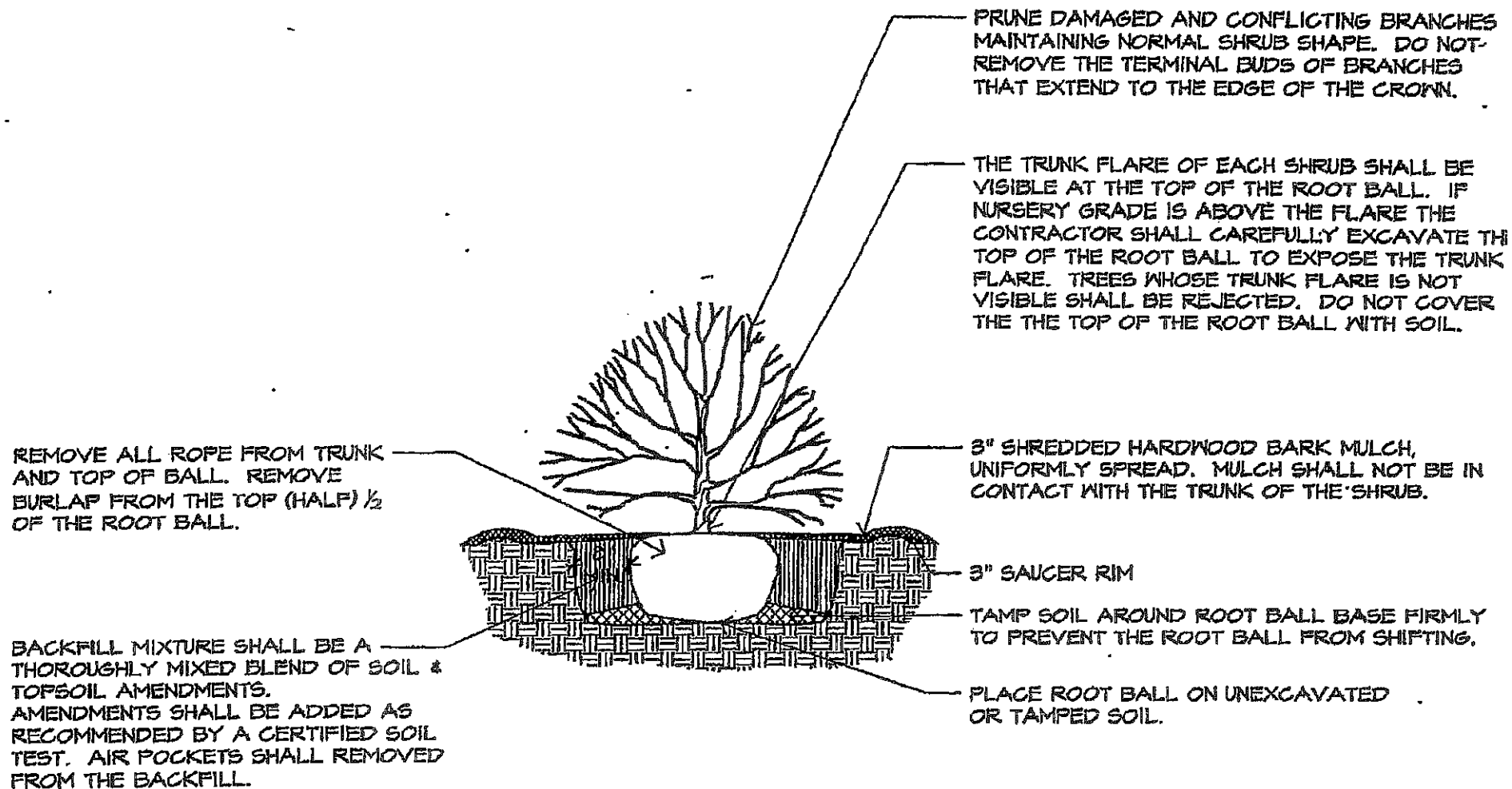
EAST PROPERTY FINAL SITE PLAN



- 4

11

SCALE: N.T.S.



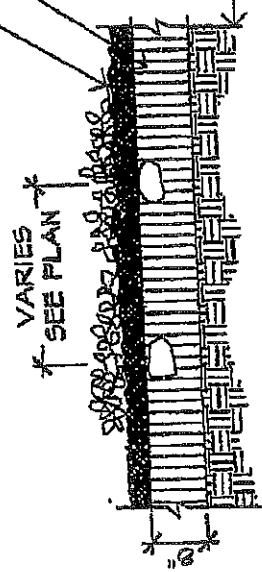
DETAIL: GROUNDCOVER PLANTING

SCALE: N.T.S.

3" SHREDDED HARDWOOD BARK MULCH -
COVERING ENTIRE PLANTING BED.

BACKFILL MIXTURE, SHALL BE A
THOROUGHLY MIXED BLEND OF TOPSOIL
& SOIL AMENDMENTS. AMENDMENTS
SHALL BE ADDED AS RECOMMENDED BY
A CERTIFIED SOIL TEST. BACKFILL
SHALL BE WATERED WHILE PLANTING TO
ELIMINATE AIR POCKETS.

UNDISTURBED SUBGRADE



DETAIL: GROUND COVER PLANTING

SCALE: N.T.S.

(EXHIBIT B CON'T)

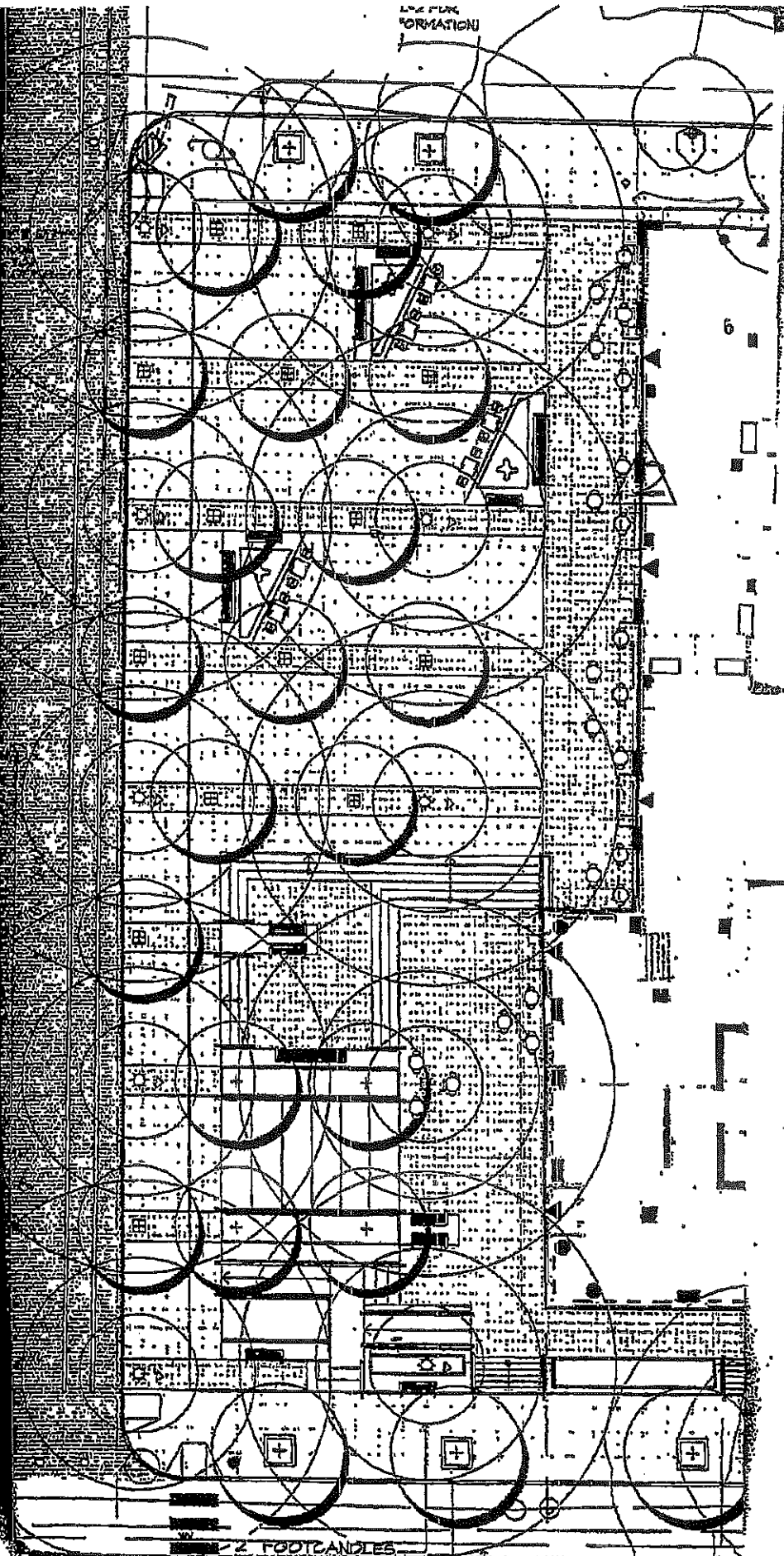
STREETSCAPE

LIGHTING PLAN

PAGE L-2

OF EAST PROPERTY FINAL SITE PLAN

LOS FUR
FORMATION



2 FOOTCANDLES

(EXHIBIT B CON'T)

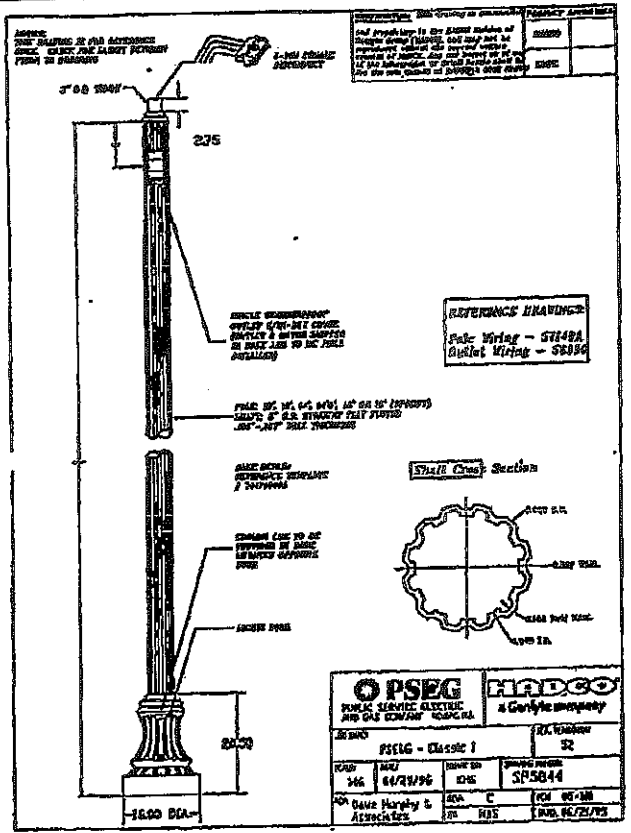
STREETSCAPE

LIGHTING PLAN DETAIL

PAGE L-2

OF

EAST PROPERTY FINAL SITE PLAN



DETAIL: STREETSCAPE LIGHT FIXTURE AND POLE

SCALE: N.T.S.

Q1 Induction

[illegible]

12-10-10

100% cotton mesh.

1152

100% Satisfaction Guarantee

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উপস্থাপনা

Only that it is significant, dependent upon the relationship between the supply curve and the demand curve. The demand curve is downward sloping, and the supply curve is upward sloping. The equilibrium price is the price at which the quantity demanded equals the quantity supplied. The equilibrium quantity is the quantity at which the quantity demanded equals the quantity supplied.

7/16/84
 1984-85 2nd Year of Observation on N-13

Page loaded

ಪ್ರತಿಭಾವಂತರಾದವರನ್ನು ಕೆಲಸಕ್ಕೆ ತೆಗೆದುಕೊಳ್ಳುವುದರಲ್ಲಿ ಸರ್ಕಾರದ ಮುಂದಿನ ಕಾರ್ಯಕ್ರಮವೇನಿರಬೇಕು.

2017年11月23日

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[illegible][illegible]

ಮೈಸೂರು

சென்னைப் பல்கலைக்கழகம், இல. 3160, இலத்திரன் சாலை, (சென்னை 600 035), இந்தியா

1. **Introduction**

DETAIL: PLAZA LIGHT FIXTURE

2

五、六、七、八、九

Kipp Post

QL Induction

WU2W05 P0115V IN61348

CRASH

232b1051

read with safety.

NO. 437125

INDEX

॥ श्रीगणेशाय नमः ॥

INJECTION MOLDED U.V. AND WEATHER
RESISTANT (ASA) TOP SHADE AND EDGE
BLAND FINISHED IN WHITE FOR NATURAL
PAINTED ALUMINUM VERSIONS
FOR ROCK AND ASK VERSIONS

DEFLECTION MODER U.S. STANDARDS

RESEARCH AND ANALYSIS

SPANNING LAYERS
TO PROTECT
IS APPLIED BY LOWE'S POLYMER LIGHTING
POLYMER

THE CAST ALUMINUM TERN FOR SUPPORT
WITH THREE SUPPORT ARMS (TWO
DESIGNED FOR MELTING) WITH NATURAL
PAINTED ALUMINUM OXIDE POWDER
COATED FINISH

THE CAT AVALANCH TEAM SUITABLE FOR A MID POLE

GENERATOR FOR 1000 WATT
(SUPPLIED BY LUMENS POWERLIGHT
INC)

2010年12月10日

2004-2005
2005-2006

THE UNIVERSITY OF CHICAGO

www.pearsoned.com

EXHIBIT C

**WEST PROPERTY FINAL SITE PLAN SHOWING
PROVOST STREET IMPROVEMENTS**

This Exhibit includes:

Sheet C-2- Site Plan last dated February 8, 2019;

Sheet L-1- Streetscape and Landscape and Lighting Plan last dated February 8, 2019.

Note: A complete copy of the Final Site Plans approved for Provost Square III, including the Provost Street Improvements, signed by the Jersey City Planning Board Chairman on March 13, 2019 is on file in the Jersey City Division of Planning, 1 Jackson Square (AKA 360 MLK Drive), Jersey City, NJ 07305-3717.

LIGHT
PLANS FOR DETAIL

87.68'

RETAIL AND/OR ALL PERMITTED COMMERCIAL USES,
INCL. RETAIL, RESTAURANT, HEALTH CLUB,
BAR, NIGHT CLUB, ET. AL

RECYCLING
AREA

COMPACTOR
ROOM

PAT
EXHIBITION A

EL. 12'-0"

TICKET
BOOTH

THEATRE
LOBBY

EL. 12'-0"

PAT EXHIBITION B

EL. 12'-0"

152.00'

EXISTING
DEPRESSED 'CURB'

BOLLARD

PROPOSED
ADA RAMP

ABANDONED TRACKS

PROPOSED CANOPY
(SEE ARCH. PLAN
FOR DETAIL)

COBBLESTONE
TO REMAIN WITHIN
PROVOST STREET

ABANDONED TRACKS

PROVOST STREET
(60' ROW)

STAIRS

STAIRS

15.2'

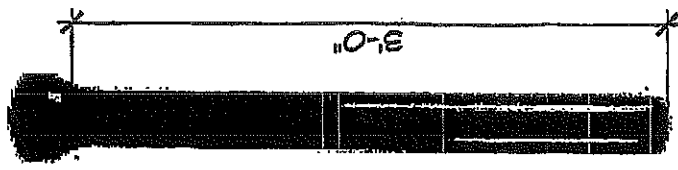
RAMP
WITH RAILING

DEPRESSED
CURB

6" CONC.
CURB

2
L-1

DETAIL: POLE MOUNTED LIGHT



36" HT. BOLLARD
COLOR: TO MATCH PLAZA
LIGHT FIXTURE
INSTALL PER MFG.
RECOMMENDATIONS

3
L-1

DETAIL: BOLLARD

SCALE: N.T.S.

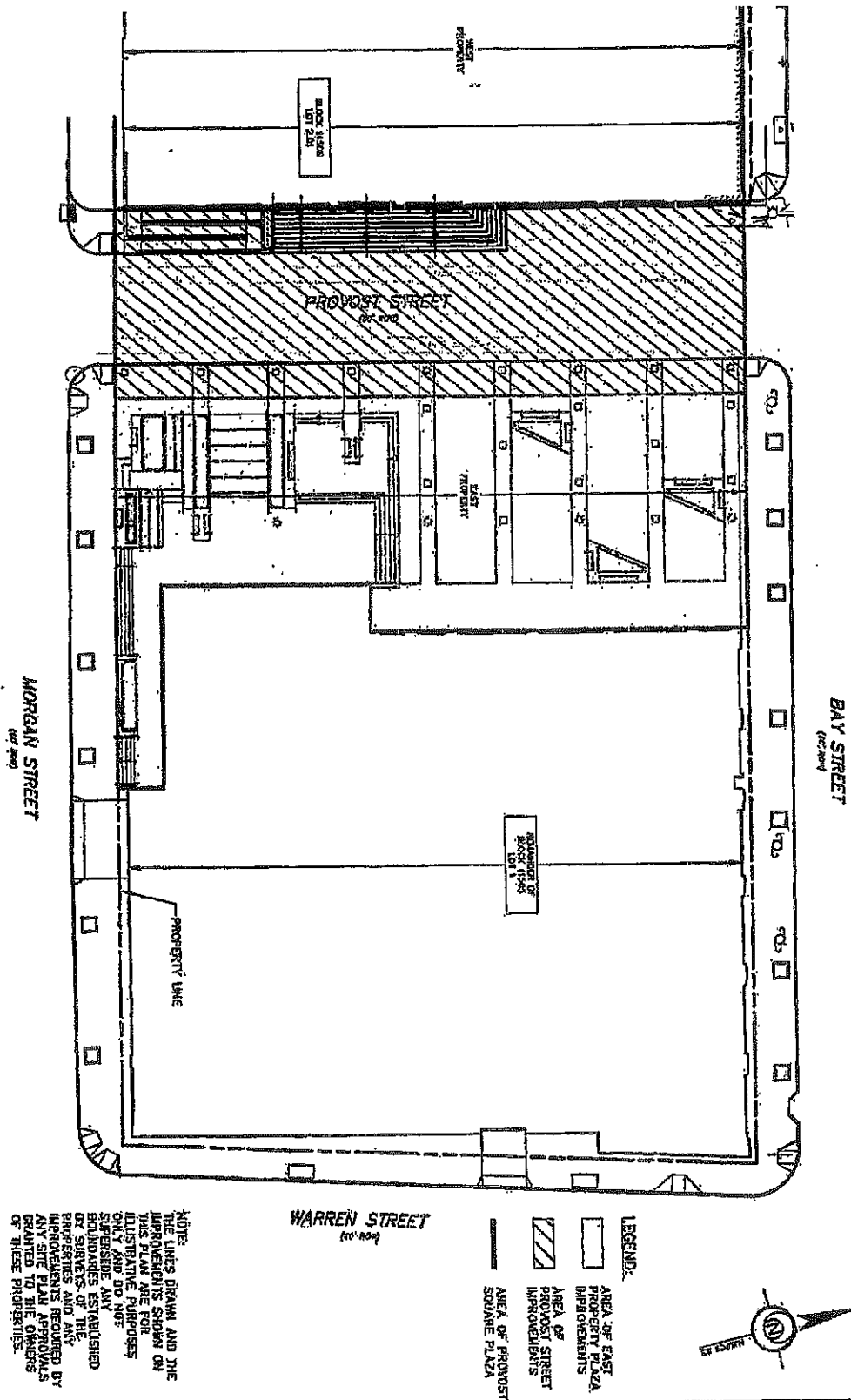
EXHIBIT D

COMPOSITE SITE PLAN SHOWING AREA OF PROVOST SQUARE PLAZA



ESE

1" = 20'
Graphic Scale: 1" = 20'



PROVOST SQUARE PLAZA
CITY OF JACKSON CITY, MISSISSIPPI COUNTY, NEW JERSEY
JANUARY 1994

EXHIBIT E

FORM OF MAINTENANCE BOND

FORM

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ Urban Renewal, LLC, having offices _____, as Principal and _____, as Surety, are held and firmly bound and indebted to the City of Jersey City, Oblige in the penal sum of Fifteen Thousand (\$15,000.00) Dollars for payment of which, will and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that _____ has completed the construction of a _____ on property identified on the Tax Collector's Map of the City of Jersey City as Block _____, Lot _____ and has agreed to guarantee the construction, including all materials and workmanship (collectively the "Work") for a period of two (2) years from the date hereof.

This Maintenance Bond shall inure to the benefit of the Oblige only and no other party shall acquire any rights hereunder.

NOW THEREFORE, IF SAID, _____ shall guarantee the Work for a period of two (2) years from the date hereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered this _____ day of _____, 2015.

URBAN RENEWAL, LLC
A New Jersey limited liability company

By: _____
_____, Authorized Signatory

by: _____
Surety Attorney-in-fact (Signature and Print Name)

EXHIBIT F

FORM OF DEED OF EASEMENT

Prepared by:

James C. McCann, Esq.

DEED OF EASEMENT
DEDICATING CERTAIN LAND AND
IMPROVEMENTS AS A PUBLIC PLAZA

This Deed is made on this _____ day of _____, 2019,

BETWEEN 126-142 MORGAN STREET URBAN RENEWAL, LLC, a New Jersey Limited Liability Company, whose address is 1000 Maxwell Lane, Hoboken, NJ 07030, referred to as the "Grantor",

AND CITY OF JERSEY CITY, a Municipal Corporation, whose address is c/o Office of City Clerk, 280 Grove Street, Jersey City, New Jersey 07302, referred to as the "Grantee".

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Jersey City, part of **Block No. 11505, Lot No. 1** (formerly known as a part of Block No. 140, Lot No. A.1 and B.1) more particularly described on **Exhibit A** attached hereto and made a part hereof (the "East Property").

WITNESSETH, that the Grantor, for and in consideration of the mutual promises made by each of the respective parties, and the Grantee being herewith fully satisfied, does by these presents remise, release and convey unto Grantee an easement in perpetuity over, across and through the Property with all of its rights and appurtenances, subject to certain easements, agreements, rights of entry, and reservations, and the conditions, exceptions, and reservations hereinafter expressed to hold for Grantee's use and benefit now and forever. The Grantee being herewith fully satisfied, does hereby accept the easement described herein in its "as is" condition, without any representation or warranty with respect to fitness for use or otherwise.

- 1) The easement conveyed to Grantee herein consists of the following:

A non-exclusive public access easement for the perpetual use of the surface of that certain land described on **Exhibit "A"** attached

hereto and made a part hereof located in the City of Jersey City, County of Hudson and State of New Jersey (the "East Property"), improved as part of a pedestrian plaza containing that certain landscaping, curbs, lighting equipment, pedestals for the display of public art, railings, trees, walkways, and other decorative landscape and hardscape elements, which are shown on **Exhibit "B"** attached hereto and made a part hereof (the "East Property Plaza Improvements").

- 2) In connection with the grant of this easement, the Grantor covenants that:
- a) Grantor shall perform the maintenance of the East Property Plaza Improvements as required by **Schedule 1** attached hereto and made a part hereof (hereinafter the "Regular Maintenance Requirements") at the sole cost and expense of Grantor.
 - b) Grantor shall provide water to the East Property to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements, at the sole cost and expense of Grantor; however, Grantor shall not be required to provide water for the public's use of the East Property Plaza Improvements.
 - c) Grantor shall indemnify, defend and hold harmless the Grantee, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with Grantor's failure to perform the Regular Maintenance Requirements in the East Property Plaza Improvements other than liability arising out of the sole negligence or intentional or wanton or willful acts or omissions of the Grantee.
 - d) Grantor and any subcontractors retained by it shall maintain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with Grantor's obligation to perform Regular Maintenance Requirements. Grantor shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the Grantee and any officer, employee, agent or contractor of the Grantee as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days written notice to the Grantee. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by Grantor at the time of its delivery of this Deed of Easement, and renewal certificates of insurance shall be provided annually.

- e) In the event the Grantee determines that Grantor has failed to timely perform any of the Regular Maintenance Requirements the Grantee shall give Grantor thirty (30) days written notice to cure such failure. If after thirty (30) days, Grantor has not cured such failure, the Grantee shall have the right to perform such required maintenance and Grantor agrees to pay the Grantee its costs and expenses to perform these services. In the event Grantor fails to comply with its obligations under this Agreement (whether intentional or not), the Grantee shall have the right to request that the Jersey City Zoning Officer issue a zoning violation including a fine, summons or citation to Grantor. The amount of any fine shall not exceed the reasonable cost to cure Grantor's failure to perform its obligations under this Agreement. Any fine shall be waived by the Jersey City Zoning Officer, if Grantor promptly complies with its obligations under this Agreement. In the event that Grantor receives three (3) or more summons or citations from the Jersey City Zoning Officer in any consecutive twelve (12) month period, then the Grantee shall be entitled to demand that Grantor provide a \$50,000.00 maintenance bond to secure its obligations under this Agreement (the "Bond"). Following the Grantor's delivery of the Bond to the Grantee, in the event Grantor fails to comply with its obligations under this Agreement (whether intentional or not), the Grantee shall have the right to request that the Jersey City Zoning Officer issue a zoning violation as described above, or after giving Grantor fourteen (14) days written notice to cure such non-compliance, use the Bond to remedy Grantor's non-compliance with this Agreement. In the event the Grantee draws down on the Bond, it shall provide written notice to Grantor and Grantor shall be required to replenish the Bond to the full amount. The foregoing remedies shall be in addition to any other remedies available to the Grantee and the Jersey City Zoning Officer, at law or in equity. However, under no circumstances shall the Grantee or Jersey City Zoning Officer be entitled to revoke or order the revocation of the Site Plan Approval or the Certificate of Occupancy for the building and other private improvements constructed on Block 11505, Lot 1. The Grantee shall be permitted, in its sole and absolute discretion, and without the consent of the Grantor to delegate its enforcement authority under this paragraph to the Jersey City Planning Board.
- 3) In connection with the conveyance of this easement, the Grantee covenants that:
- a) Grantee shall pay full cost and expense of electricity required for public use of the East Property Plaza Improvements including but not limited to all lighting installed therein and shown of **Exhibit B** attached hereto and made a part hereof.

- b) Grantee shall provide fire protection and police protection at its sole cost and expense and shall enforce all municipal ordinances applicable to parks and recreation areas on the East Property and East Property Plaza Improvements including Chapter 239-1 et. seq. of the Jersey City Municipal Code for the benefit of the public including the occupants of any building or other private improvements constructed on Block 11505, Lot 1 by Grantor.
- c) Grantor shall have an easement in perpetuity to use and enjoy the East Property and East Property Plaza Improvements in the same manner as the general public.
- d) Grantor shall have the right to close all or portions of the East Property and East Property Plaza Improvements from time to time for a reasonable period of time during regular business hours to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements. Such closure may be for such duration as reasonably necessary to adequately perform the required maintenance. Except in the case of an emergency, Grantor shall give the City Clerk and Municipal Engineer at least three (3) business days written notice in accordance with Section 5 hereof) of Grantor's intent to close the East Property to perform maintenance thereto. Such written notice shall include a brief description of the work to be performed and the anticipated duration of the closure. In the event that Grantor closes the East Property for an unreasonable period of time in order to perform maintenance, it shall constitute a breach of Grantor's obligations hereunder and the City and the Planning Board shall have the rights and remedies against Grantor granted to them under Section 2.e of this Deed.
- e) Following the expiration of the East Property Plaza Improvement Bond, the Grantee shall be responsible for the repair and replacement of all improvements in the East Property Plaza Improvements at the Grantee's sole cost and expense unless such repair or replacement is made necessary because of the negligent or willful acts or omissions of Grantor.
- f) Following the expiration of the East Property Plaza Improvement Bond, when the East Property Plaza Improvements, or any portion thereof, is in need of repair or replacement the Grantee shall make such replacement or repairs, at the Grantee's sole cost and expense, with the same color, type, and quality of improvements and materials initially installed therein by Grantor and specified in **Exhibit B** attached hereto and made a part hereof.
- g) Grantee shall indemnify, defend and hold harmless Grantor, its employees, officers and agents from and against all claims, damages, losses, suits,

actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with the public's use of the East Property or East Property Plaza Improvements or the Grantee's negligent, grossly negligent, or willful actions or omissions in connection with the public's use of the East Property or East Property Plaza Improvements and Grantee's obligation to make repairs or replacements to the East Property Plaza Improvements.

- h) Grantee and any subcontractors retained by it shall obtain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with public's use of the East Property Plaza and Grantee's obligation to make repairs and replacements to the East Property Plaza Improvements. Grantee and its contractors shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the Grantor and any officer, employee, agent or contractor of the Grantor as additional insureds. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by Grantee at the time the Grantee executes this Deed of Easement.
 - i) Notwithstanding anything herein to the contrary, should the Grantee cease using the East Property and East Property Plaza Improvements as a public pedestrian plaza consistent with the intent and purpose set forth in the Powerhouse Arts District Redevelopment Plan the easement granted to the Grantee herein shall immediately terminate and the sole control and use of the East Property and the East Property Plaza Improvements shall revert to the Grantor, forever.
 - j) Notwithstanding anything herein to the contrary, until the owner of Block 11506, Lot 2.01(Adjacent Owner) completes the development of the West Property and the Grantee has accepted the Provost Street Improvements, Adjacent Owner or Grantor shall have the right to temporarily close the East Property and East Property Plaza Improvements without obtaining a permit from the Grantee or any agency of the City of Jersey City should the Adjacent Owner determine, in its sole and absolute discretion, that construction activities or staging activities for the development of the West Property make it unsafe for persons to be on the East Property or the East Property Plaza Improvements.
- 4) The conveyance of this easement is made subject to the following:
- a) All easements on, over across, or below the surface of the East Property, for the benefit of public or private entities for the purpose of installing,

operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing any gas, electric, water, sewer or other utility lines or utility services, together with the right of ingress and egress across the East Property at all times for such purposes and all other purposes in connection with or in any way relating to the public or private utilities' respective use or operation of utility services to serve the East Property and the remainder of Block 1105, Lot 1.

- b) All existing easements, encumbrances, and agreements which have been recorded against the East Property in the Office of the Register of Hudson County prior to the Grantee's acceptance of this Deed of Easement.

The invalidity of any covenant, restriction, exception, reservation, limitation or other provision set forth herein shall not impair or affect in any manner the validity, enforceability, or effectiveness of the balance of this conveyance and each covenant, restriction, reservation, exception, condition, limitation, or other provision shall be enforceable to the greatest extent permitted by law. The covenants, restrictions, exceptions, reservations, limitations, and provisions contained herein are covenants only and are not conditions, and the failure of the parties to satisfy any such covenants, restrictions, exceptions, reservations, limitations, or provisions shall not result in a forfeiture or reversion of title.

The failure of Grantor or Grantee to enforce any easement, covenant, reservation, exception, restriction, limitation or provision created by this Deed of Easement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party to this Deed of Easement must be duly made in writing in order to be considered a waiver of any other provision thereof unless specifically made in writing as aforementioned.

The covenants, restrictions, exceptions, reservations, or other provisions made in this Deed of Easement are legally binding on Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions, made in this Deed of Easement can be enforced by Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement are legally binding on Grantee, and all who lawfully succeed to Grantee's rights and responsibilities, including Grantee's successors and assigns. The covenants, restrictions, limitations, reservations, exceptions or other provisions made herein by Grantee can be enforced by Grantee and all future users of the easement, including Grantee's successors and assigns.

The parties acknowledge that a breach of, or failure to comply with the covenants, restrictions and obligations of this Deed of Easement by any party shall cause irreparable harm to the other party. As such, in the event either party breaches, or fails to comply with any covenant, restriction or obligation of this Deed of Easement (whether intentional or not), any other party

shall have the right to sue, at law or in equity, for expedited declaratory relief and specific performance, including a temporary restraining order, preliminary injunction and permanent injunctive relief. Any exercise of such remedies, at law or in equity, shall not be exclusive, and nothing herein contained shall limit, preclude or compromise the enforcement by a non-breaching party of any other rights and remedies it may have at law or in equity including the right to sue for damages for economic loss, special or consequential damages. A breaching party shall pay the reasonable attorneys' fees, expert fees, and court costs (including appeals or any judgment or order) incurred by another party in successfully enforcing its rights under this Deed of Easement. No such breach or failure to perform shall entitle any party to terminate this Deed of Easement.

The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement shall be construed and governed by the laws of the State of New Jersey.

Any capitalized words or term not defined herein shall have the meaning ascribed to them in that certain Plaza Dedication Agreement dated _____, 2019 by and among Grantor, Grantee and 134 Bay Street, LLC.

The covenants contained herein shall run with the lands and be construed as running with the lands, and shall be binding upon the parties hereto, their heirs, assigns and successors in title or in interest for as long as the easement continues.

5. All notices, demands, requests or other communications which may be or are required to be given, served or sent under this Deed of Easement shall be in writing and shall be deemed to have been properly given or sent:

(a) if personally served upon each of the parties and any other party subject to this Deed; or

(b) if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows:

(1) 126-142 Morgan Street Urban Renewal, LLC
95 Christopher Columbus Drive
Floor 12A
Jersey City, NJ 07302

(2) City of Jersey City
Office of the City Clerk
City Hall, 280 Grove Street
Jersey City, NJ 07302
Attn: Robert Byrne, City Clerk

(3) City of Jersey City
Division of Engineering and Traffic
13-15 Linden Avenue East
Jersey City, NJ 07305
Attn.: Jose Cunha, Municipal Engineer

with a copy of each notice addressed to Grantor also sent to:

James C. McCann, Esq.
Connell Foley, LLP
Harborside Financial Center
2510 East Property Plaza Five
Jersey City, NJ 07311

City of Jersey City
Jersey City Law Department
280 Grove Street
Jersey City, NJ 07302
Attn.: Peter Baker, Esq., Corporation Counsel

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GRANTOR:
126-142 MORGAN STREET URBAN RENEWAL,
LLC, a New Jersey Limited Liability Company

ATTEST:

GRANTEE:
CITY OF JERSEY CITY,
a Municipal Corporation

By: _____, Business Administrator

STATE OF)
) SS.:
COUNTY OF)

I CERTIFY that on _____ 201__, 126-142 Morgan Street Urban Renewal, LLC by _____, Authorized Signatory, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was authorized to and did execute this Deed of Easement as Authorized Signatory of 126-142 Morgan Street Urban Renewal, LLC;
 - (b) this Deed was made for \$10.00 -nominal consideration- as the full and actual consideration paid or to be paid as defined in N.J.S.A. 46:15-5; and
 - (c) executed this Deed of Easement as the act of the entity.
-

STATE OF NEW JERSEY)

) SS.:

COUNTY OF HUDSON)

I CERTIFY that on _____, 201____, ROBERT BYRNE, personally came before me and stated under oath, to my satisfaction that:

- (a) this person was the subscribing witness to the signing of attached Deed;
- (b) the Deed was signed by _____ who is the Business Administrator of the City of Jersey City, the entity named in this Deed, and was fully authorized to and did execute this Deed on its behalf;
- (c) this Deed was made for \$10.00 -nominal consideration- as the full and actual consideration paid or to be paid as defined in N.J.S.A. 46:15-5; and
- (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

ROBERT BYRNE, City Clerk

Sworn and subscribed to before me
this _____ day of _____, 2017

Raymond Reddington,
Attorney at Law/State of New Jersey

DEED OF EASEMENT

Dated:

126-142 MORGAN STREET URBAN
RENEWAL, LLC,
a New Jersey Limited Liability
Company,

Grantor,

Record and return to:

City of Jersey City
Law Department
City Hall – 280 Grove Street
Jersey City, NJ 07302
Attn: Raymond Reddington, Esq.

TO

CITY OF JERSEY CITY,
a Municipal Corporation,

Grantee.

EXHIBIT A

**DESCRIPTION OF AREA OWNED BY MSUR AND TO BE DEDICATED TO THE CITY
OF JERSEY CITY**



DESCRIPTION
LOT 1 BLOCK 11505
PROVOST PLAZA EASEMENT
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

Beginning at a point of intersection of the easterly sideline of Provost Street and the southerly sideline of Bay Street and running thence

1. Along said sideline of Bay Street, South $83^{\circ}44'23''$ East a distance of 74.58 feet; thence,
2. By a line thru Lot 1 in Block 11505, South $06^{\circ}15'37''$ West a distance of 119.51 feet; thence,
3. By a line thru Lot 1 in Block 11505, North $83^{\circ}44'23''$ West a distance of 14.92 feet; thence,
4. By a line thru Lot 1 in Block 11505, South $06^{\circ}15'37''$ West a distance of 66.50 feet; thence,
5. By a line thru Lot 1 in Block 11505, South $83^{\circ}44'23''$ East a distance of 64.17 feet; thence,
6. By a line thru Lot 1 in Block 11505, South $05^{\circ}34'42''$ West a distance of 14.00 feet to a point the northerly sideline of Morgan Street; thence,
7. Along said sideline, North $83^{\circ}44'23''$ West a distance of 124.00 feet to a point where said sideline is intersected by the easterly sideline of Provost Street; thence,
8. Along said sideline of Provost Street, North $06^{\circ}15'37''$ East a distance of 200.01 feet to the point of beginning.

Containing 14,605.8 square feet of land, more or less.

Subject to easements of record



Paul B. Higgins, Professional Land Surveyor
New Jersey License Number 34004

N:\Projects\New Jersey\2800 Provost Square\Survey\Legal\Easements\2800 Provost Plaza Easement.docx

ESE Consultants, Inc.
96 Route 173 West, Suite 1B - Hampton, NJ 08827

p: 908.638.5270 - f: 908.638.5214

၂၀၁၄ ခုနှစ်



58344'23"E 74.58'

END OF WAR

LOT 7

1971年

1.3026 ACRES

PROPOSED EASEMENT

**PROPOSED
PLAZA EASEMENT
14,808.8 SQ. FT.**

**PROPOSED
BUILDING**

CHARTER 4, 1979

3:25:51.90 PM 10/03/2007

NE 34 23 W
14.95

14.98

THE NEW YORK TIMES

NE 34 23 W
14.95

14.98

THE NEW YORK TIMES



NE3425 124.00

65 6042



SE Consultants, Inc.
96 Route 173 West
Suite 1B
Hampton, MD 20827
Tel: (908) 638-5270
Fax: (908) 638-5518

**BLOCK 11505, LOT 1
PLAZA EASEMENT PLAN**

PROVOST SQUARE

CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

NEW JERSEY Certificate of Authorization No. 240427920000 Fax: (908) 638-5211

INVEST	DATE	REMARKS	DRAWN	BY	SCALE	DATE	PROJECT	JOB NO.	FILE NAME	PROJECT NO.	1	OF	1
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EXHIBIT B

**FINAL SITE PLAN SHOWING EAST
PROPERTY PLAZA IMPROVEMENTS**

EXHIBIT B

**EAST PROPERTY FINAL SITE PLAN SHOWING EAST
PROPERTY PLAZA IMPROVEMENTS**

This Exhibit includes:

Sheet C-2- Site Plan last dated February 12, 2016;

Sheet C-3 - Grading and Utility Plan last dated February 12, 2016;

**Sheet L-1- Streetscape and Landscape Plan with Landscape Plan Detail last dated February
12, 2016;**

Sheet L-2- Lighting Plan and Lighting Plan Detail last dated February 12, 2016.

Note: A complete copy of the Final Site Plans approved for Provost Square II, including the East Property Plaza Improvements, signed by the Jersey City Planning Board Chairman on March 2, 2016 are on file in the Jersey City Division of Planning, 1 Jackson Square (AKA 360 MLK Drive) Jersey City, NJ 07305-371730.

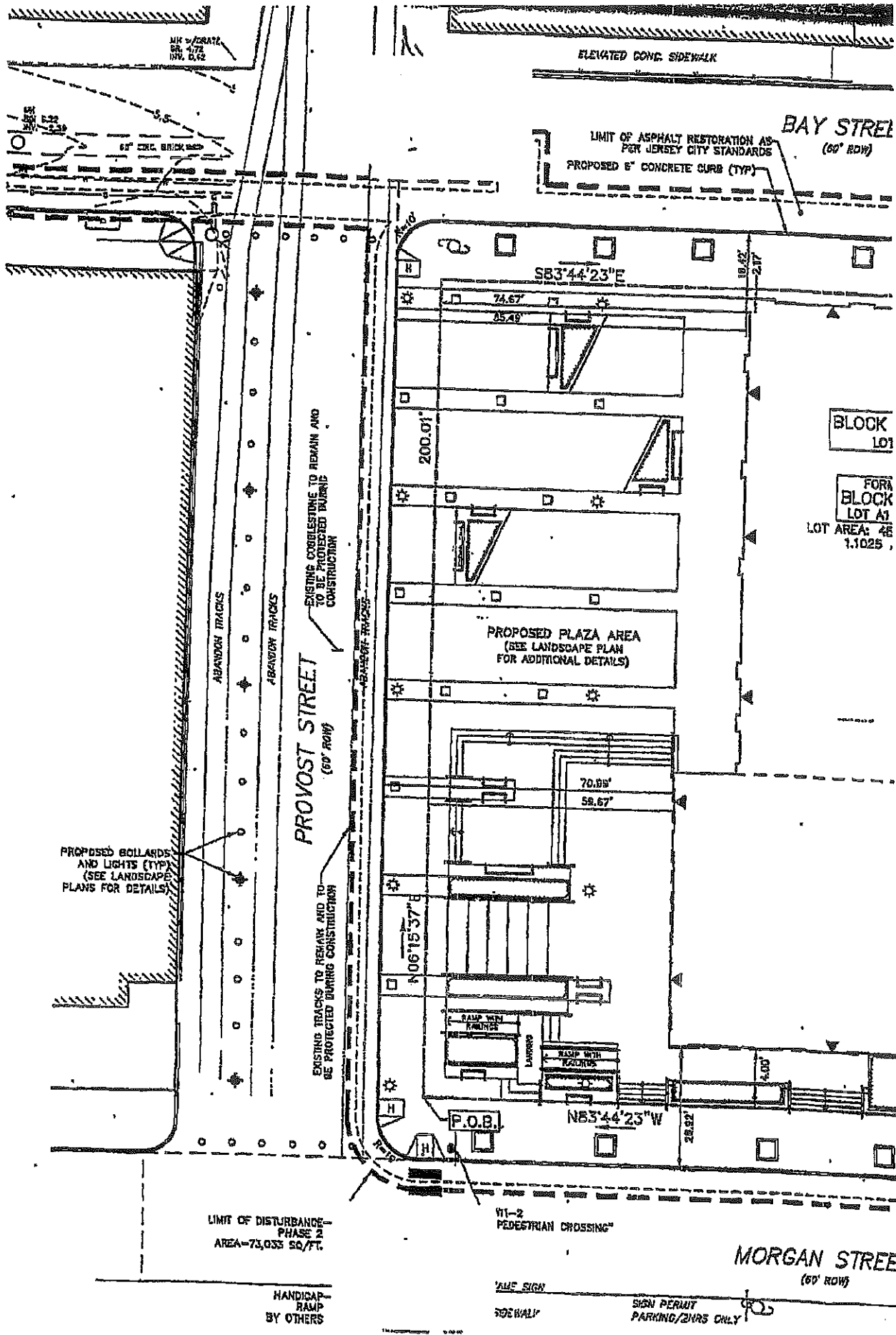
(EXHIBIT B CON'T)

SITE PLAN

SHEET C - 2

OF

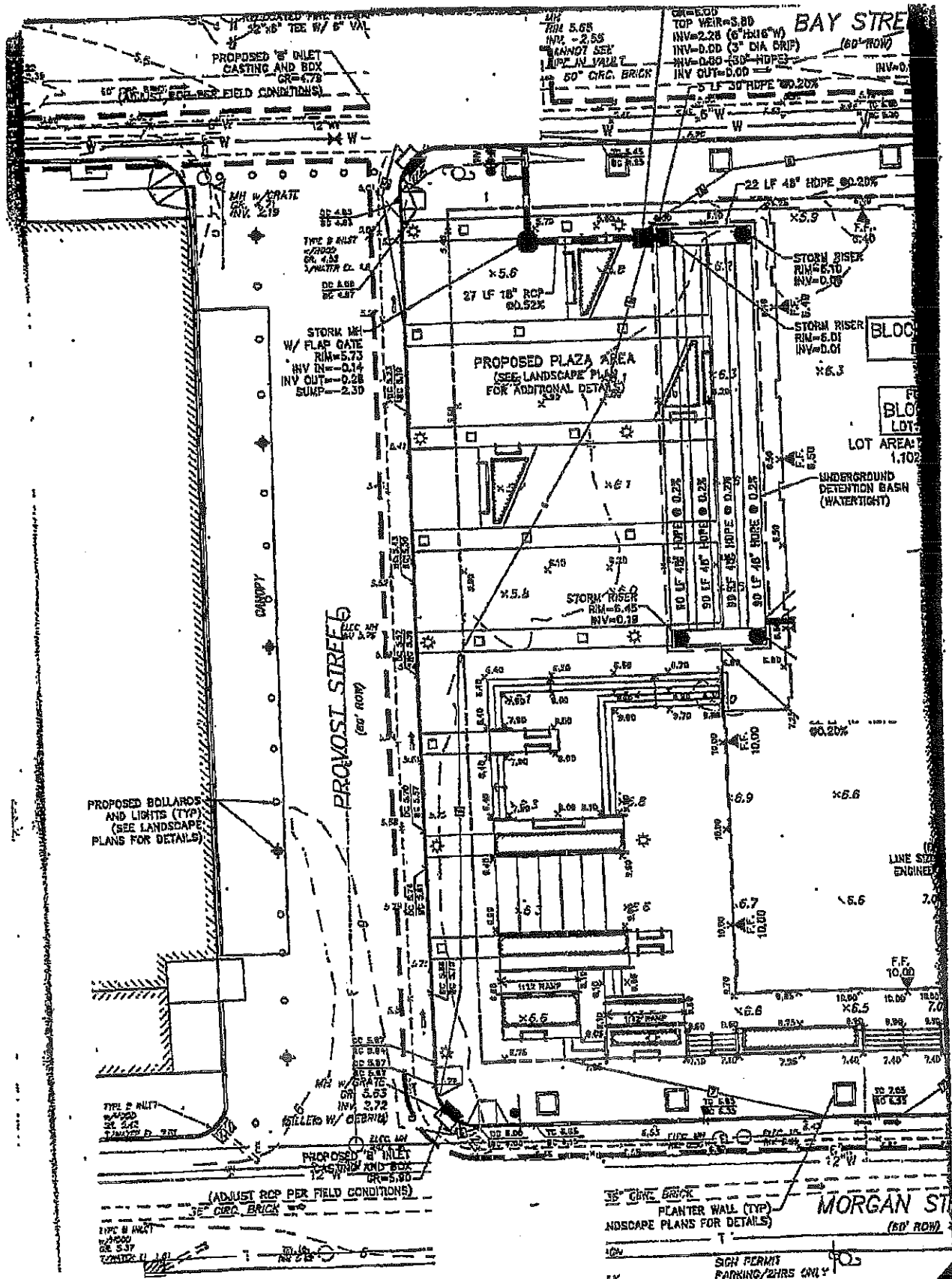
EAST PROPERTY FINAL SITE PLAN



(EXHIBIT B CON'T)
GRADING AND UTILITY PLAN

PAGE C-3

OF EAST PROPERTY FINAL SITE PLAN



(EXHIBIT B CON'T)

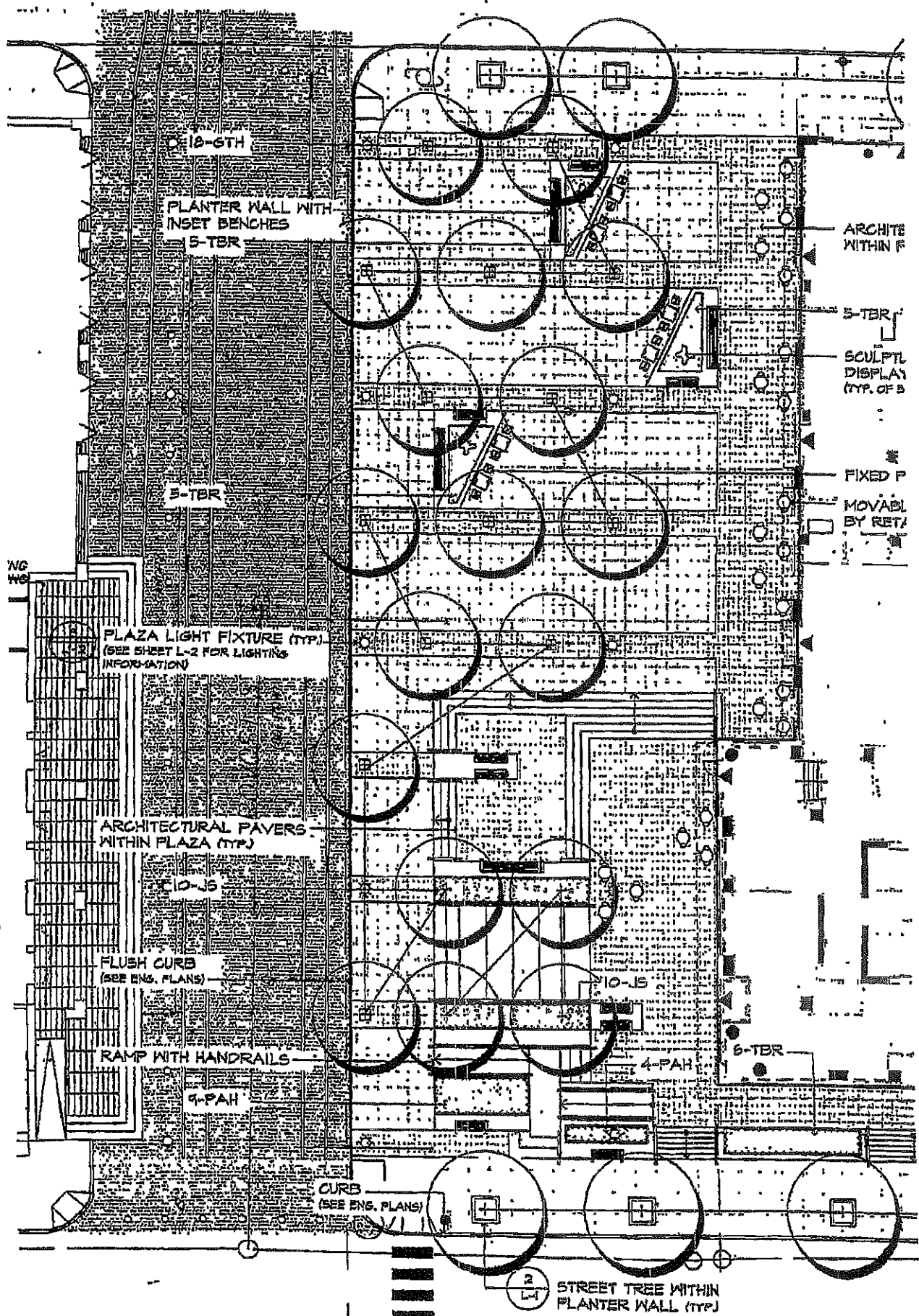
STREETSCAPE

LANDSCAPE PLAN

PAGE L-1

OF

EAST PROPERTY FINAL SITE PLAN



(EXHIBIT B CON'T)

STREETSCAPE

LANDSCAPE PLAN

DETAIL

PAGE L-1

EAST PROPERTY FINAL SITE PLAN

PRUNE DAMAGED AND CONFLICTING BRANCHES MAINTAINING NORMAL SHRUB SHAPE. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

THE TRUNK FLARE OF EACH SHRUB SHALL BE VISIBLE AT THE TOP OF THE ROOT BALL. IF NURSERY GRADE IS ABOVE THE FLARE THE CONTRACTOR SHALL CAREFULLY EXCAVATE THE TOP OF THE ROOT BALL TO EXPOSE THE TRUNK FLARE. TREES WHOSE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.

REMOVE ALL ROPE FROM TRUNK AND TOP OF BALL. REMOVE BURLAP FROM THE TOP (HALF) $\frac{1}{2}$ OF THE ROOT BALL.

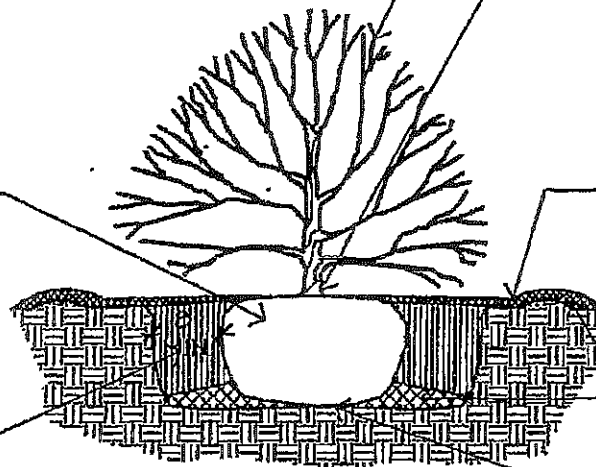
3" SHREDDED HARDWOOD BARK MULCH, UNIFORMLY SPREAD. MULCH SHALL NOT BE IN CONTACT WITH THE TRUNK OF THE SHRUB.

3" SAUCER RIM

TAMP SOIL AROUND ROOT BALL BASE FIRMLY TO PREVENT THE ROOT BALL FROM SHIFTING.

PLACE ROOT BALL ON UNEXCAVATED OR TAMPED SOIL.

BACKFILL MIXTURE SHALL BE A THOROUGHLY MIXED BLEND OF SOIL & TOPSOIL AMENDMENTS. AMENDMENTS SHALL BE ADDED AS RECOMMENDED BY A CERTIFIED SOIL TEST. AIR POCKETS SHALL REMOVED FROM THE BACKFILL.

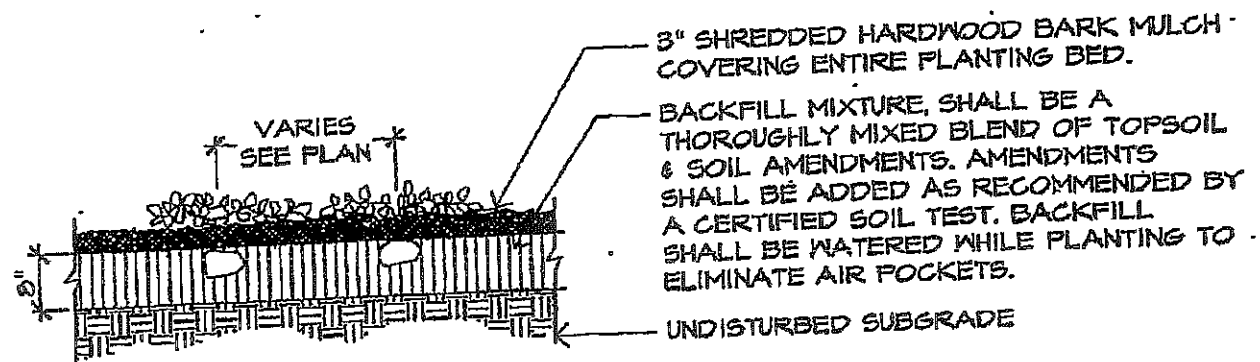


5

L-1

DETAIL: GROUND COVER PLANTING

SCALE: N.T.S.



6
L-1

DETAIL: GROUND COVER PLANTING

SCALE: N.T.S.

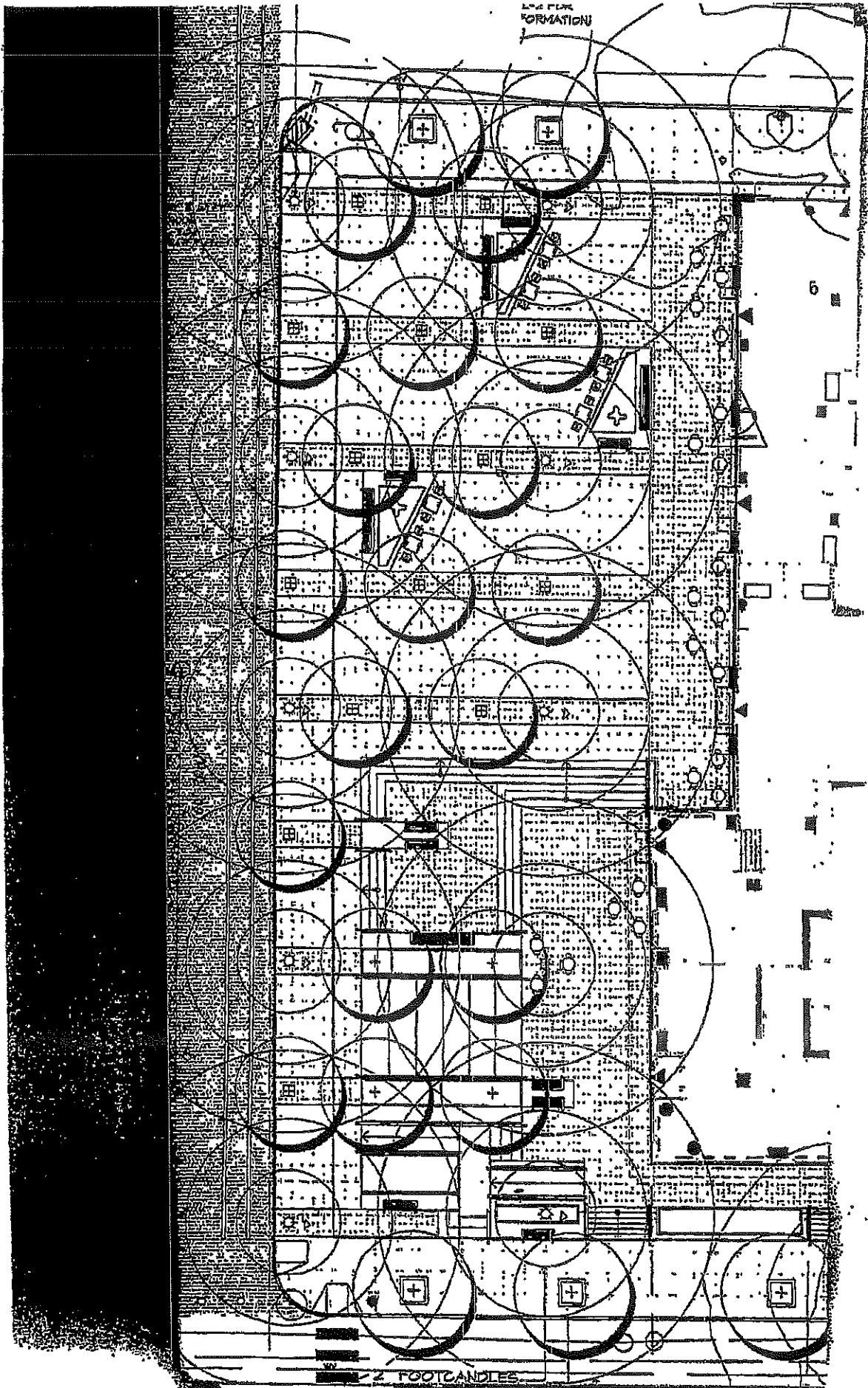
(EXHIBIT B CON'T)

**STREETSCAPE
LIGHTING PLAN**

PAGE L-2

OF EAST PROPERTY FINAL SITE PLAN

LOW FLY
FORMATION



(EXHIBIT B CON'T)

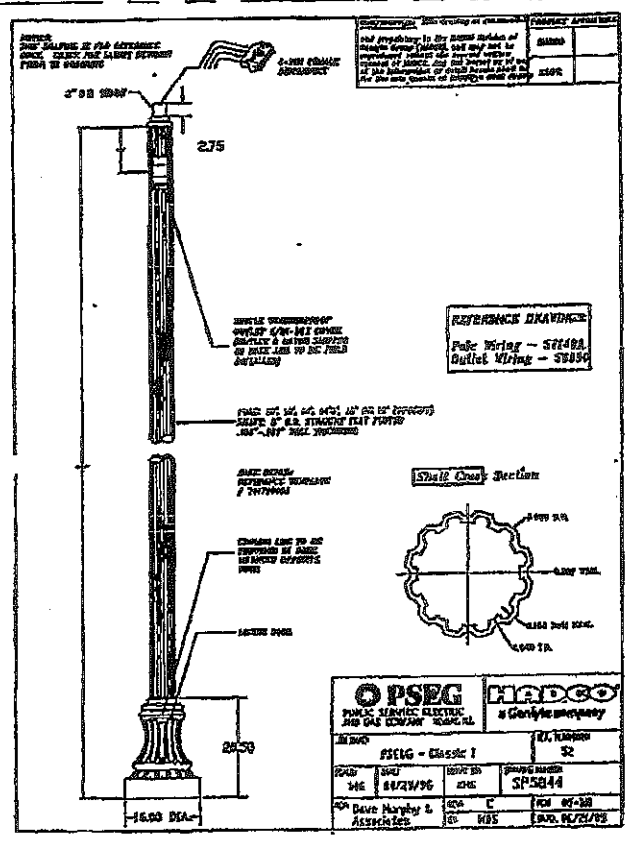
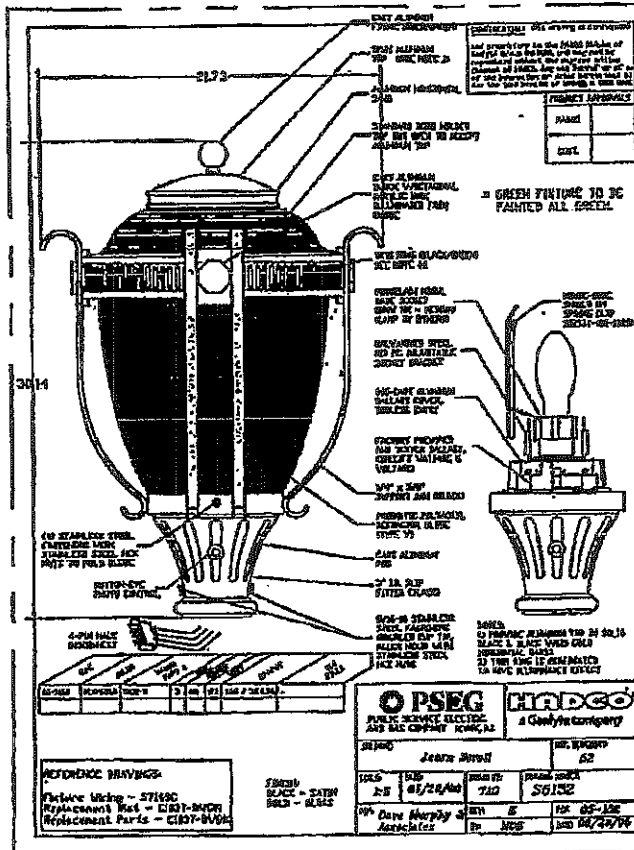
STREETSCAPE

LIGHTING PLAN DETAIL

PAGE L-2

OF

EAST PROPERTY FINAL SITE PLAN



Kid Post

Q. Induction

உறுப்பினர் பட்டியல்

Index

Abstract

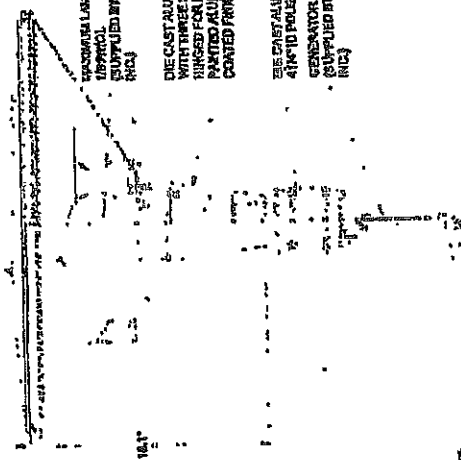
**20.4" DIA.
STYRENE**

401

INJECTION MOLDED U.V. AND WEATHER
RESISTANT (A/N) TOP GRADE AND EDGE
BLACK FINISHED IN WHITE FOR NATURAL,
PAINTED ALUMINUM VERSIONS
OR BLACK FOR BLACK VERSIONS

INJECTION MIXED U.V. STABILIZED
EAE POLYCHLORATE ENDOURAGE

WESTBROOK TECHNICAL
SCHOOL AND DISTRICT HOUSING



10/14/2015
 1/8/87
 10/14/2015

**DIE CAST ALUMINUM TENSILE SUPPORT
WITH THREE SUPPORT ARMS (TWO
HINGED FOR RELAXING) WITH NATURAL
PAINTED ALUMINUM, OR BLACK POWDER
COATED FINISH**

**THE CAST ALUMINUM THERON SUITABLE FOR
A FINE POLE**

GENERATOR FOR LOW CL 120ZTV
 SUPPLIED BY LOWES FOLLOWS LIGHTING
 INC.

[illegible]

2. **VALUATION** **PROBLEMS**

2014

[illegible]

www.journaloflaw.com

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Introduction



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DETAIL : PLAZA LIGHT FIXTURE

21

SCALE
N.T.S.

EXHIBIT C

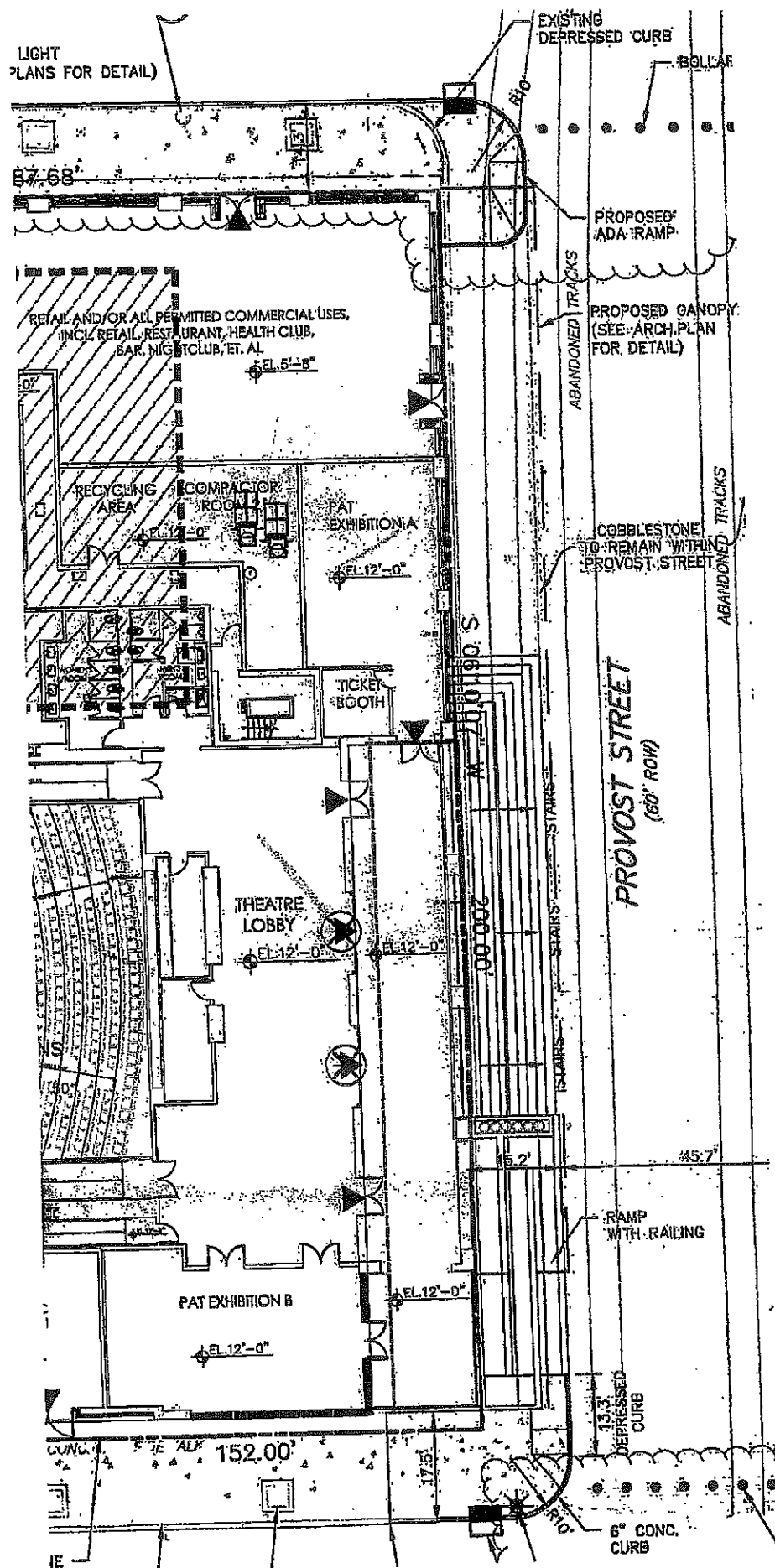
**WEST PROPERTY FINAL SITE PLAN SHOWING
PROVOST STREET IMPROVEMENTS**

This Exhibit includes:

Sheet C-2- Site Plan last dated February 8, 2019;

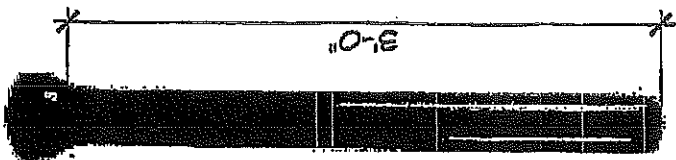
Sheet L-1- Streetscape and Landscape and Lighting Plan last dated February 8, 2019.

Note: A complete copy of the Final Site Plans approved for Provost Square III, including the Provost Street Improvements, signed by the Jersey City Planning Board Chairman on March 13, 2019 is on file in the Jersey City Division of Planning, 1 Jackson Square (AKA 360 MLK Drive), Jersey City, NJ 07305-3717.



2
L-1

DETAIL: POLE MOUNTED LIGHT



36" HT. BOLLARD
COLOR: TO MATCH PLAZA
LIGHT FIXTURE
INSTALL PER MFG.
RECOMMENDATIONS

3
L-1

DETAIL: BOLLARD

SCALE: N.T.S.

END OF DEED OF EASEMENT

SCHEDULE 1
TO DEDICATION AGREEMENT

SCHEDULE 1

REGULAR MAINTENANCE REQUIREMENTS FOR EAST PROPERTY PLAZA

Upon the CITY'S acceptance of the Deed of Easement, these requirements shall apply to the East Property Plaza.

- (a) Removing litter from the East Property Plaza once a day or as reasonably needed;
- (b) Emptying litter receptacles located within the East Property Plaza once a day or as reasonably needed; however, this requirement does not apply to any litter receptacles located outside the East Property Plaza or the public right-of-way on Provost Street, Morgan Street or Warren Street.
- (c) Maintaining and replacing all shade trees, flowering trees and planted material initially installed by MSUR in the East Property Plaza pursuant to the Final Site Plan Approval;
- (d) Maintaining all improvements installed by MSUR in the East Property Plaza pursuant to the Final Site Plan Approval including decorative pavers, steps, hardscape, walkways, curbs, railings, pedestals for the display of public art, and other decorative landscape elements;
- (e) Periodically removing postings from the East Property Plaza;
- (f) Providing pest control to the East Property Plaza, as reasonably needed;
- (g) Promptly notifying PSE&G when any lights in the East Property Plaza are not operating;
- (h) Removing snow from the East Property Plaza as reasonably needed; and
- (i) Removing graffiti from the East Property Plaza as reasonably needed.

SCHEDULE 2
TO DEDICATION AGREEMENT

SCHEDULE 2

REGULAR MAINTENANCE REQUIREMENTS FOR PROVOST STREET IMPROVEMENTS

Upon the CITY opening the Provost Street as part of the pedestrian public plaza, the following requirements shall apply to Provost Street Improvements;

- (a) Removing litter from Provost Street Improvements once a day or as reasonably needed;
- (b) Emptying litter receptacles from Provost Street Improvements once a day or as reasonably needed; however, this requirement does not apply to any litter receptacles not located on the Provost Street Improvements or located in the public right-of-way on Provost Street, Morgan Street or Warren Street.
- (c) Maintaining and replacing all planted material initially installed by BAY in the Provost Street Improvements pursuant to the Preliminary Site Plan Approval as amended by any final site plan approval granted to the West Property;
- (d) Maintaining all cobblestone and other improvements installed by BAY pursuant to the Preliminary Site Plan Approval and any final site plan approval granted to the West Property;
- (e) Periodically removing postings from the Provost Street Improvements;
- (f) Providing pest control to the Provost Street Improvements, as reasonably needed;
- (g) Promptly notifying PSE&G when any lights in the Provost Street Improvements are not operating;
- (h) Removing snow from the Provost Street as reasonably needed; and
- (i) Removing graffiti from the Provost Street as reasonably needed.

EXHIBIT D

DEED OF EASEMENT

Prepared by:

James C. McCann, Esq.

DEED OF EASEMENT
DEDICATING CERTAIN LAND AND
IMPROVEMENTS AS A PUBLIC PLAZA

This Deed is made on this _____ day of _____, 2019,

BETWEEN 126-142 MORGAN STREET URBAN RENEWAL, LLC, a New Jersey Limited Liability Company, whose address is 1000 Maxwell Lane, Hoboken, NJ 07030, referred to as the "Grantor",

AND CITY OF JERSEY CITY, a Municipal Corporation, whose address is c/o Office of City Clerk, 280 Grove Street, Jersey City, New Jersey 07302, referred to as the "Grantee".

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Jersey City, part of **Block No. 11505, Lot No. 1** (formerly known as a part of Block No. 140, Lot No. A.1 and B.1) more particularly described on **Exhibit A** attached hereto and made a part hereof (the "East Property").

WITNESSETH, that the Grantor, for and in consideration of the mutual promises made by each of the respective parties, and the Grantee being herewith fully satisfied, does by these presents remise, release and convey unto Grantee an easement in perpetuity over, across and through the Property with all of its rights and appurtenances, subject to certain easements, agreements, rights of entry, and reservations, and the conditions, exceptions, and reservations hereinafter expressed to hold for Grantee's use and benefit now and forever. The Grantee being herewith fully satisfied, does hereby accept the easement described herein in its "as is" condition, without any representation or warranty with respect to fitness for use or otherwise.

- 1) The easement conveyed to Grantee herein consists of the following:

A non-exclusive public access easement for the perpetual use of the surface of that certain land described on **Exhibit "A"** attached

hereto and made a part hereof located in the City of Jersey City, County of Hudson and State of New Jersey (the "East Property"), improved as part of a pedestrian plaza containing that certain landscaping, curbs, lighting equipment, pedestals for the display of public art, railings, trees, walkways, and other decorative landscape and hardscape elements, which are shown on **Exhibit "B"** attached hereto and made a part hereof (the "East Property Plaza Improvements").

2) In connection with the grant of this easement, the Grantor covenants that:

-
- a) ~~Grantor shall perform the maintenance of the East Property Plaza Improvements as required by **Schedule 1** attached hereto and made a part hereof (hereinafter the "Regular Maintenance Requirements") at the sole cost and expense of Grantor.~~
 - b) Grantor shall provide water to the East Property to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements, at the sole cost and expense of Grantor; however, Grantor shall not be required to provide water for the public's use of the East Property Plaza Improvements.
 - c) Grantor shall indemnify, defend and hold harmless the Grantee, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with Grantor's failure to perform the Regular Maintenance Requirements in the East Property Plaza Improvements other than liability arising out of the sole negligence or intentional or wanton or willful acts or omissions of the Grantee.
 - d) Grantor and any subcontractors retained by it shall maintain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with Grantor's obligation to perform Regular Maintenance Requirements. Grantor shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the Grantee and any officer, employee, agent or contractor of the Grantee as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days written notice to the Grantee. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by Grantor at the time of its delivery of this Deed of Easement, and renewal certificates of insurance shall be provided annually.

- e) In the event the Grantee determines that Grantor has failed to timely perform any of the Regular Maintenance Requirements the Grantee shall give Grantor thirty (30) days written notice to cure such failure. If after thirty (30) days, Grantor has not cured such failure, the Grantee shall have the right to perform such required maintenance and Grantor agrees to pay the Grantee its costs and expenses to perform these services. In the event Grantor fails to comply with its obligations under this Agreement (whether intentional or not), the Grantee shall have the right to request that the Jersey City Zoning Officer issue a zoning violation including a fine, summons or citation to Grantor. The amount of any fine shall not exceed the reasonable cost to cure Grantor's failure to perform its obligations under this Agreement. Any fine shall be waived by the Jersey City Zoning Officer, if Grantor promptly complies with its obligations under this Agreement. In the event that Grantor receives three (3) or more summons or citations from the Jersey City Zoning Officer in any consecutive twelve (12) month period, then the Grantee shall be entitled to demand that Grantor provide a \$50,000.00 maintenance bond to secure its obligations under this Agreement (the "Bond"). Following the Grantor's delivery of the Bond to the Grantee, in the event Grantor fails to comply with its obligations under this Agreement (whether intentional or not), the Grantee shall have the right to request that the Jersey City Zoning Officer issue a zoning violation as described above, or after giving Grantor fourteen (14) days written notice to cure such non-compliance, use the Bond to remedy Grantor's non-compliance with this Agreement. In the event the Grantee draws down on the Bond, it shall provide written notice to Grantor and Grantor shall be required to replenish the Bond to the full amount. The foregoing remedies shall be in addition to any other remedies available to the Grantee and the Jersey City Zoning Officer, at law or in equity. However, under no circumstances shall the Grantee or Jersey City Zoning Officer be entitled to revoke or order the revocation of the Site Plan Approval or the Certificate of Occupancy for the building and other private improvements constructed on Block 11505, Lot 1. The Grantee shall be permitted, in its sole and absolute discretion, and without the consent of the Grantor to delegate its enforcement authority under this paragraph to the Jersey City Planning Board.

- 3) In connection with the conveyance of this easement, the Grantee covenants that:

- a) Grantee shall pay full cost and expense of electricity required for public use of the East Property Plaza Improvements including but not limited to all lighting installed therein and shown of **Exhibit B** attached hereto and made a part hereof.

- b) Grantee shall provide fire protection and police protection at its sole cost and expense and shall enforce all municipal ordinances applicable to parks and recreation areas on the East Property and East Property Plaza Improvements including Chapter 239-1 et. seq. of the Jersey City Municipal Code for the benefit of the public including the occupants of any building or other private improvements constructed on Block 11505, Lot 1 by Grantor.
 - c) Grantor shall have an easement in perpetuity to use and enjoy the East Property and East Property Plaza Improvements in the same manner as the general public.
-
- d) Grantor shall have the right to close all or portions of the East Property and East Property Plaza Improvements from time to time for a reasonable period of time during regular business hours to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements. Such closure may be for such duration as reasonably necessary to adequately perform the required maintenance. Except in the case of an emergency, Grantor shall give the City Clerk and Municipal Engineer at least three (3) business days written notice in accordance with Section 5 hereof) of Grantor's intent to close the East Property to perform maintenance thereto. Such written notice shall include a brief description of the work to be performed and the anticipated duration of the closure. In the event that Grantor closes the East Property for an unreasonable period of time in order to perform maintenance, it shall constitute a breach of Grantor's obligations hereunder and the City and the Planning Board shall have the rights and remedies against Grantor granted to them under Section 2.e of this Deed.
 - e) Following the expiration of the East Property Plaza Improvement Bond, the Grantee shall be responsible for the repair and replacement of all improvements in the East Property Plaza Improvements at the Grantee's sole cost and expense unless such repair or replacement is made necessary because of the negligent or willful acts or omissions of Grantor.
 - f) Following the expiration of the East Property Plaza Improvement Bond, when the East Property Plaza Improvements, or any portion thereof, is in need of repair or replacement the Grantee shall make such replacement or repairs, at the Grantee's sole cost and expense, with the same color, type, and quality of improvements and materials initially installed therein by Grantor and specified in **Exhibit B** attached hereto and made a part hereof.
 - g) Grantee shall indemnify, defend and hold harmless Grantor, its employees, officers and agents from and against all claims, damages, losses, suits,

actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with the public's use of the East Property or East Property Plaza Improvements or the Grantee's negligent, grossly negligent, or willful actions or omissions in connection with the public's use of the East Property or East Property Plaza Improvements and Grantee's obligation to make repairs or replacements to the East Property Plaza Improvements.

- h) Grantee and any subcontractors retained by it shall obtain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with public's use of the East Property Plaza and Grantee's obligation to make repairs and replacements to the East Property Plaza Improvements. Grantee and its contractors shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the Grantor and any officer, employee, agent or contractor of the Grantor as additional insureds. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by Grantee at the time the Grantee executes this Deed of Easement.
 - i) Notwithstanding anything herein to the contrary, should the Grantee cease using the East Property and East Property Plaza Improvements as a public pedestrian plaza consistent with the intent and purpose set forth in the Powerhouse Arts District Redevelopment Plan the easement granted to the Grantee herein shall immediately terminate and the sole control and use of the East Property and the East Property Plaza Improvements shall revert to the Grantor, forever.
 - j) Notwithstanding anything herein to the contrary, until the owner of Block 11506, Lot 2.01(Adjacent Owner) completes the development of the West Property and the Grantee has accepted the Provost Street Improvements, Adjacent Owner or Grantor shall have the right to temporarily close the East Property and East Property Plaza Improvements without obtaining a permit from the Grantee or any agency of the City of Jersey City should the Adjacent Owner determine, in its sole and absolute discretion, that construction activities or staging activities for the development of the West Property make it unsafe for persons to be on the East Property or the East Property Plaza Improvements.
- 4) The conveyance of this easement is made subject to the following:
- a) All easements on, over across, or below the surface of the East Property, for the benefit of public or private entities for the purpose of installing,

operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing any gas, electric, water, sewer or other utility lines or utility services, together with the right of ingress and egress across the East Property at all times for such purposes and all other purposes in connection with or in any way relating to the public or private utilities' respective use or operation of utility services to serve the East Property and the remainder of Block 1105, Lot 1.

- b) All existing easements, encumbrances, and agreements which have been recorded against the East Property in the Office of the Register of Hudson County prior to the Grantee's acceptance of this Deed of Easement.
-

The invalidity of any covenant, restriction, exception, reservation, limitation or other provision set forth herein shall not impair or affect in any manner the validity, enforceability, or effectiveness of the balance of this conveyance and each covenant, restriction, reservation, exception, condition, limitation, or other provision shall be enforceable to the greatest extent permitted by law. The covenants, restrictions, exceptions, reservations, limitations, and provisions contained herein are covenants only and are not conditions, and the failure of the parties to satisfy any such covenants, restrictions, exceptions, reservations, limitations, or provisions shall not result in a forfeiture or reversion of title.

The failure of Grantor or Grantee to enforce any easement, covenant, reservation, exception, restriction, limitation or provision created by this Deed of Easement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party to this Deed of Easement must be duly made in writing in order to be considered a waiver of any other provision thereof unless specifically made in writing as aforementioned.

The covenants, restrictions, exceptions, reservations, or other provisions made in this Deed of Easement are legally binding on Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions, made in this Deed of Easement can be enforced by Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement are legally binding on Grantee, and all who lawfully succeed to Grantee's rights and responsibilities, including Grantee's successors and assigns. The covenants, restrictions, limitations, reservations, exceptions or other provisions made herein by Grantee can be enforced by Grantee and all future users of the easement, including Grantee's successors and assigns.

The parties acknowledge that a breach of, or failure to comply with the covenants, restrictions and obligations of this Deed of Easement by any party shall cause irreparable harm to the other party. As such, in the event either party breaches, or fails to comply with any covenant, restriction or obligation of this Deed of Easement (whether intentional or not), any other party

shall have the right to sue, at law or in equity, for expedited declaratory relief and specific performance, including a temporary restraining order, preliminary injunction and permanent injunctive relief. Any exercise of such remedies, at law or in equity, shall not be exclusive, and nothing herein contained shall limit, preclude or compromise the enforcement by a non-breaching party of any other rights and remedies it may have at law or in equity including the right to sue for damages for economic loss, special or consequential damages. A breaching party shall pay the reasonable attorneys' fees, expert fees, and court costs (including appeals or any judgment or order) incurred by another party in successfully enforcing its rights under this Deed of Easement. No such breach or failure to perform shall entitle any party to terminate this Deed of Easement.

The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement shall be construed and governed by the laws of the State of New Jersey.

Any capitalized words or term not defined herein shall have the meaning ascribed to them in that certain Plaza Dedication Agreement dated _____, 2019 by and among Grantor, Grantee and 134 Bay Street, LLC.

The covenants contained herein shall run with the lands and be construed as running with the lands, and shall be binding upon the parties hereto, their heirs, assigns and successors in title or in interest for as long as the easement continues.

5. All notices, demands, requests or other communications which may be or are required to be given, served or sent under this Deed of Easement shall be in writing and shall be deemed to have been properly given or sent:

(a) if personally served upon each of the parties and any other party subject to this Deed; or

(b) if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows:

(1) 126-142 Morgan Street Urban Renewal, LLC
95 Christopher Columbus Drive
Floor 12A
Jersey City, NJ 07302

(2) City of Jersey City
Office of the City Clerk
City Hall, 280 Grove Street
Jersey City, NJ 07302
Attn: Robert Byrne, City Clerk

(3) City of Jersey City
Division of Engineering and Traffic
13-15 Linden Avenue East
Jersey City, NJ 07305
Attn.: Jose Cunha, Municipal Engineer

with a copy of each notice addressed to Grantor also sent to:

James C. McCann, Esq.
Connell Foley, LLP
Harborside Financial Center
2510 East Property Plaza Five
Jersey City, NJ 07311

City of Jersey City
Jersey City Law Department
280 Grove Street
Jersey City, NJ 07302
Attn.: Peter Baker, Esq., Corporation Counsel

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Grantor and Grantee have signed this Deed of Easement as of the date and year first above written.

GRANTOR:
126-142 MORGAN STREET URBAN RENEWAL,
LLC, a New Jersey Limited Liability Company

By: _____,
Authorized Signatory

ATTEST:

GRANTEE:
CITY OF JERSEY CITY,
a Municipal Corporation

Robert Byrne, City Clerk

By: _____,
Business Administrator

STATE OF)
) SS.:
COUNTY OF)

I CERTIFY that on _____ 201____, 126-142 Morgan Street Urban Renewal, LLC by _____, Authorized Signatory, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) was authorized to and did execute this Deed of Easement as Authorized Signatory of 126-142 Morgan Street Urban Renewal, LLC;

(b) this Deed was made for \$10.00 -nominal consideration- as the full and actual consideration paid or to be paid as defined in N.J.S.A. 46:15-5; and

(c) executed this Deed of Easement as the act of the entity.

STATE OF NEW JERSEY)
) SS.:
COUNTY OF HUDSON)

I CERTIFY that on _____, 201____, ROBERT BYRNE, personally came before me and stated under oath, to my satisfaction that:

- (a) this person was the subscribing witness to the signing of attached Deed;
- (b) the Deed was signed by _____ who is the Business Administrator of the City of Jersey City, the entity named in this Deed, and was fully authorized to and did execute this Deed on its behalf;
- (c) this Deed was made for \$10.00 -nominal consideration- as the full and actual consideration paid or to be paid as defined in N.J.S.A. 46:15-5; and
- (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

ROBERT BYRNE, City Clerk

Sworn and subscribed to before me
this _____ day of _____, 2017

Raymond Reddington,
Attorney at Law/State of New Jersey

DEED OF EASEMENT

Dated: _____

126-142 MORGAN STREET URBAN
RENEWAL, LLC,
a New Jersey Limited Liability
Company,

Grantor,

TO

CITY OF JERSEY CITY,
a Municipal Corporation,

Grantee.

Record and return to:

City of Jersey City
Law Department
City Hall – 280 Grove Street
Jersey City, NJ 07302
Attn: Raymond Reddington, Esq.

EXHIBIT A

**DESCRIPTION OF AREA OWNED BY MSUR AND TO BE DEDICATED TO THE CITY
OF JERSEY CITY**



DESCRIPTION
LOT 1 BLOCK 11505
PROVOST PLAZA EASEMENT
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

Beginning at a point of intersection of the easterly sideline of Provost Street and the southerly sideline of Bay Street and running thence

1. Along said sideline of Bay Street, South $83^{\circ}44'23''$ East a distance of 74.58 feet; thence,
2. By a line thru Lot 1 in Block 11505, South $06^{\circ}15'37''$ West a distance of 119.51 feet; thence,
3. By a line thru Lot 1 in Block 11505, North $83^{\circ}44'23''$ West a distance of 14.92 feet; thence,
4. By a line thru Lot 1 in Block 11505, South $06^{\circ}15'37''$ West a distance of 66.50 feet; thence,
5. By a line thru Lot 1 in Block 11505, South $83^{\circ}44'23''$ East a distance of 64.17 feet; thence,
6. By a line thru Lot 1 in Block 11505, South $05^{\circ}34'42''$ West a distance of 14.00 feet to a point the northerly sideline of Morgan Street; thence,
7. Along said sideline, North $83^{\circ}44'23''$ West a distance of 124.00 feet to a point where said sideline is intersected by the easterly sideline of Provost Street; thence,
8. Along said sideline of Provost Street, North $06^{\circ}15'37''$ East a distance of 206.01 feet to the point of beginning;

Containing 14,405.8 square feet of land, more or less.

Subject to easements of record


Paul B. Higgins, Professional Land Surveyor
New Jersey License Number 34004

N:\Projects\New Jersey\2800 Provost Square\Survey\Legal\Easements\2800 Provost Plaza Easement.docx

ESE Consultants, Inc.
96 Route 173 West, Suite 1B - Hampton, NJ 08827

p: 908.638.5270 • f: 908.638.5214

EXHIBIT B

**FINAL SITE PLAN SHOWING EAST
PROPERTY PLAZA IMPROVEMENTS**

EXHIBIT B

**EAST PROPERTY FINAL SITE PLAN SHOWING EAST
PROPERTY PLAZA IMPROVEMENTS**

This Exhibit includes:

Sheet C-2- Site Plan last dated February 12, 2016;

Sheet C-3 - Grading and Utility Plan last dated February 12, 2016;

Sheet L-1- Streetscape and Landscape Plan with Landscape Plan Detail last dated February 12, 2016;

Sheet L-2- Lighting Plan and Lighting Plan Detail last dated February 12, 2016.

Note: A complete copy of the Final Site Plans approved for Provost Square II, including the East Property Plaza Improvements, signed by the Jersey City Planning Board Chairman on March 2, 2016 are on file in the Jersey City Division of Planning, 1 Jackson Square (AKA 360 MLK Drive) Jersey City, NJ 07305-371730.

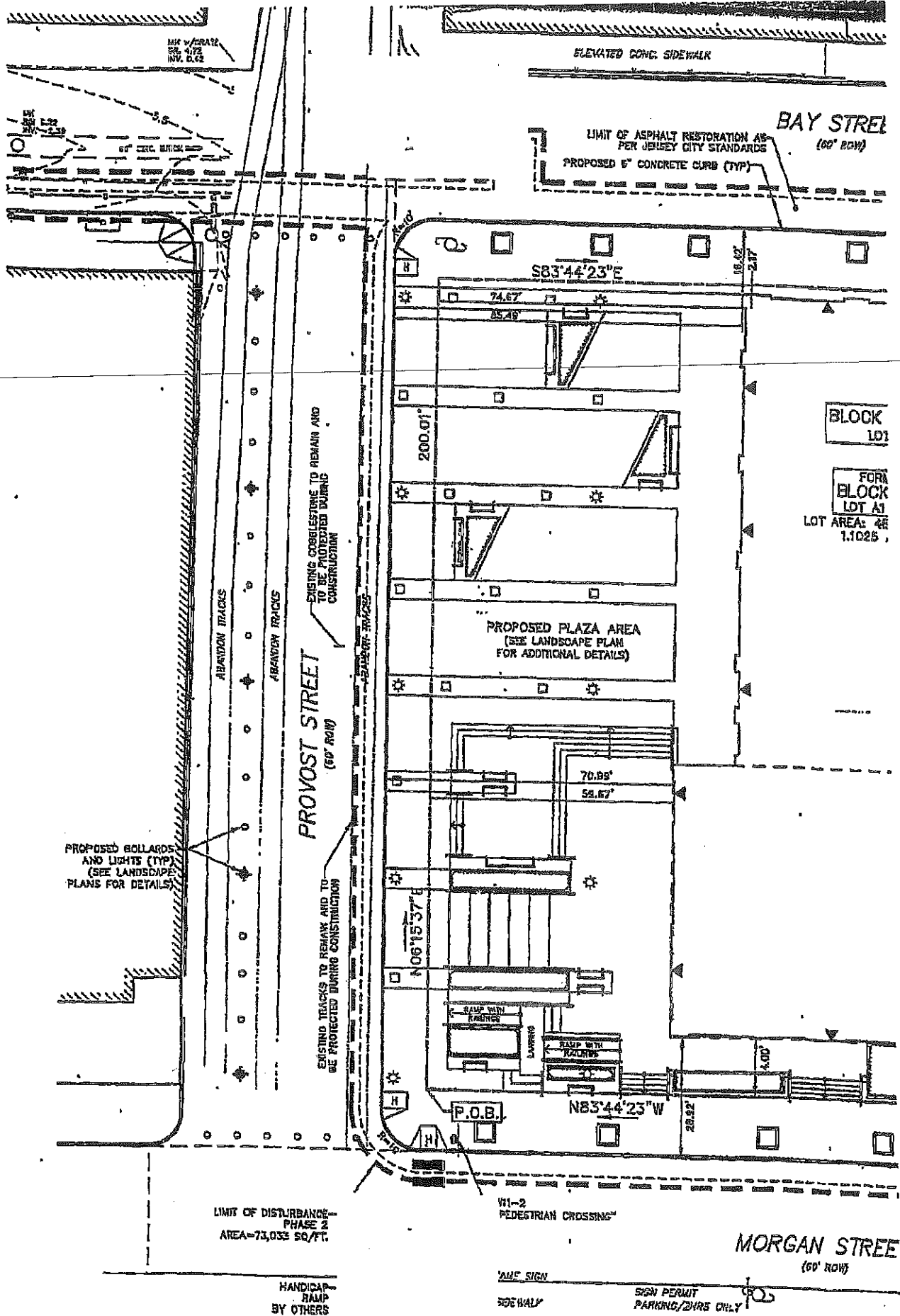
(EXHIBIT B CON'T)

SITE PLAN

SHEET C - 2

OF

EAST PROPERTY FINAL SITE PLAN

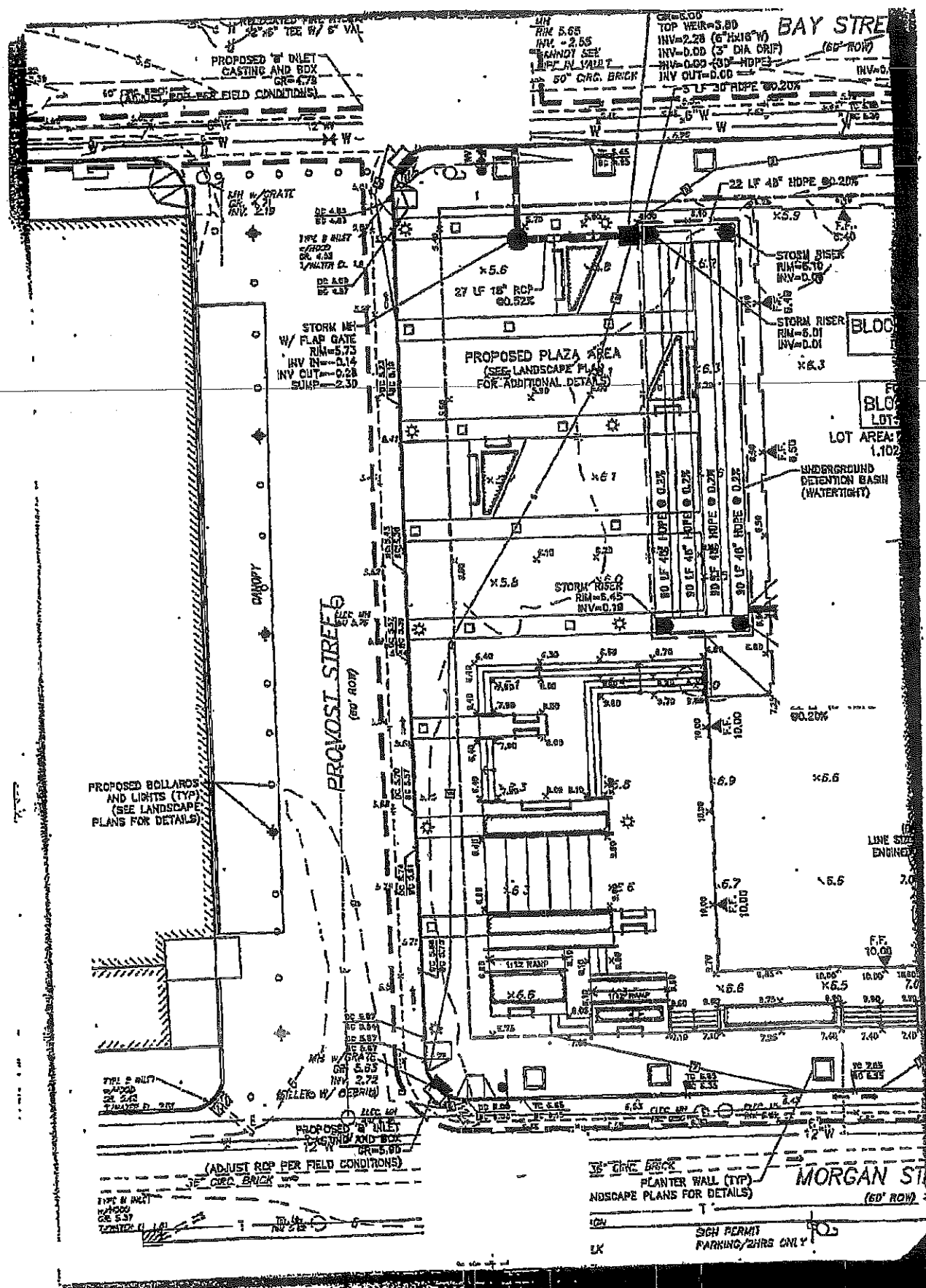


(EXHIBIT B CON'T)

GRADING AND UTILITY PLAN

PAGE C-3

OF EAST PROPERTY FINAL SITE PLAN



(EXHIBIT B CON'T)

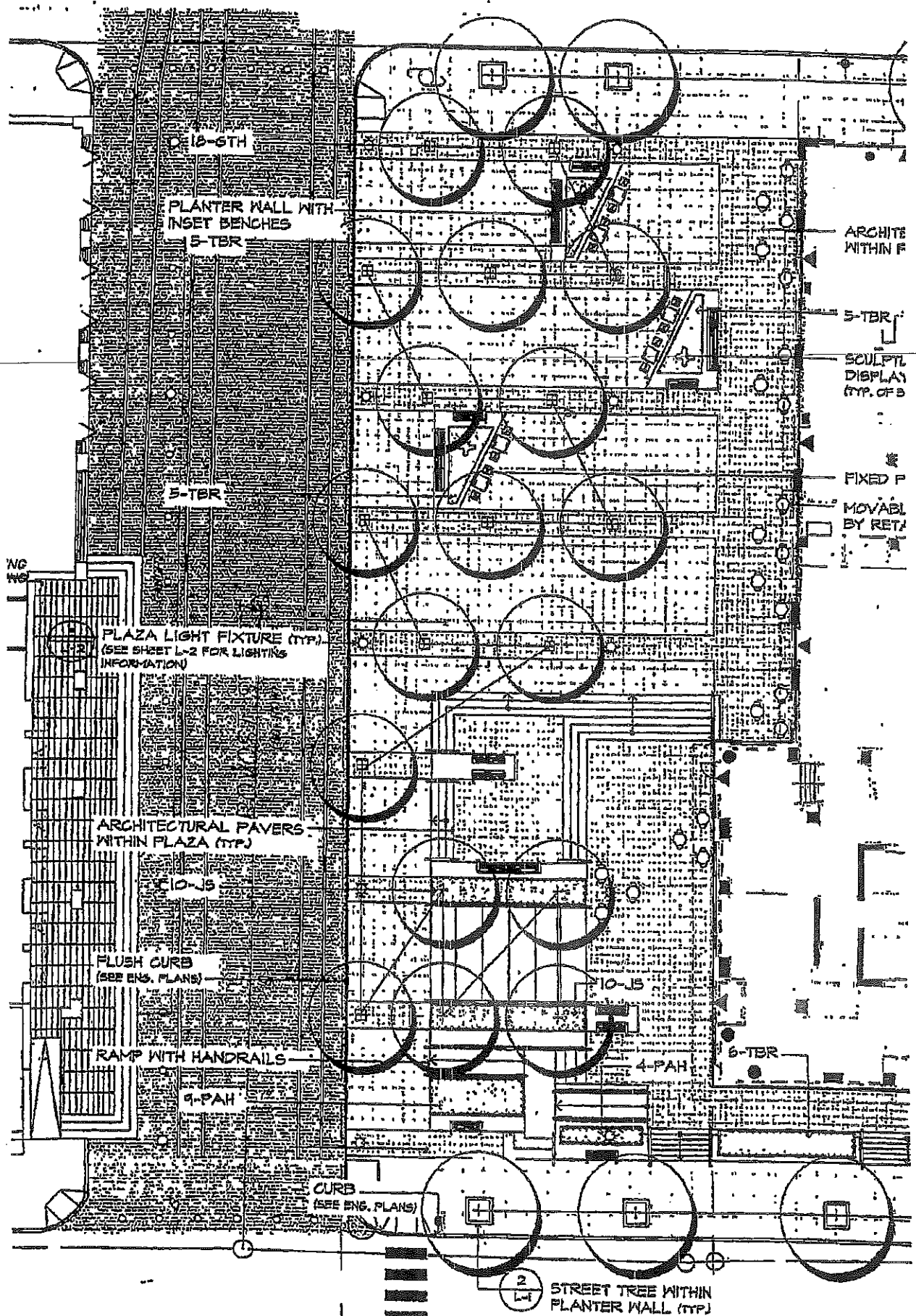
STREETSCAPE

LANDSCAPE PLAN

PAGE L-1

OF

EAST PROPERTY FINAL SITE PLAN



(EXHIBIT B CON'T)

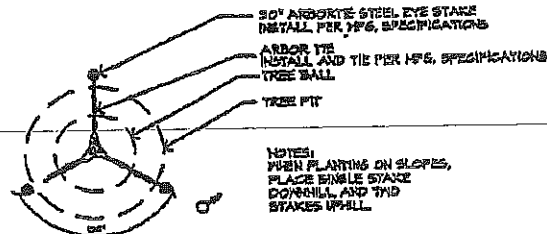
STREETSCAPE

LANDSCAPE PLAN

DETAIL

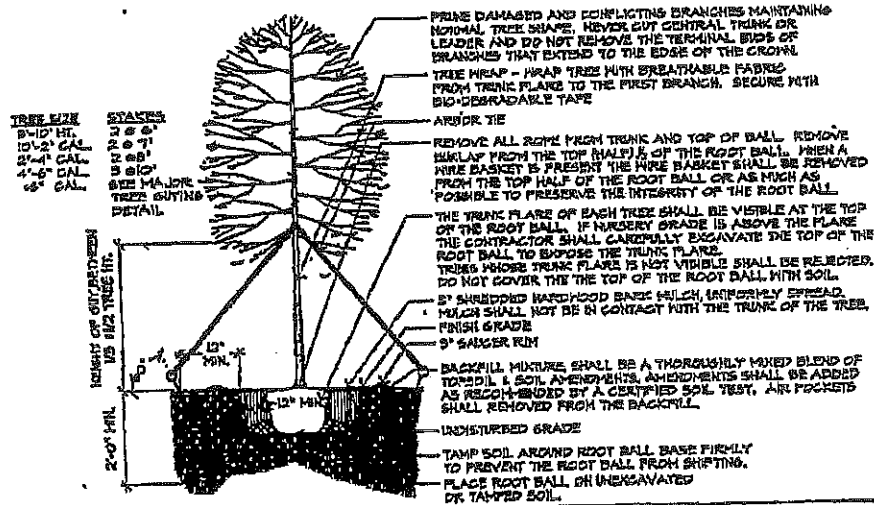
PAGE L-1

EAST PROPERTY FINAL SITE PLAN



DISTANCE APPROXIMATELY
EQUAL TO HEIGHT OF ATTACHMENT.

PLAN



SECTION

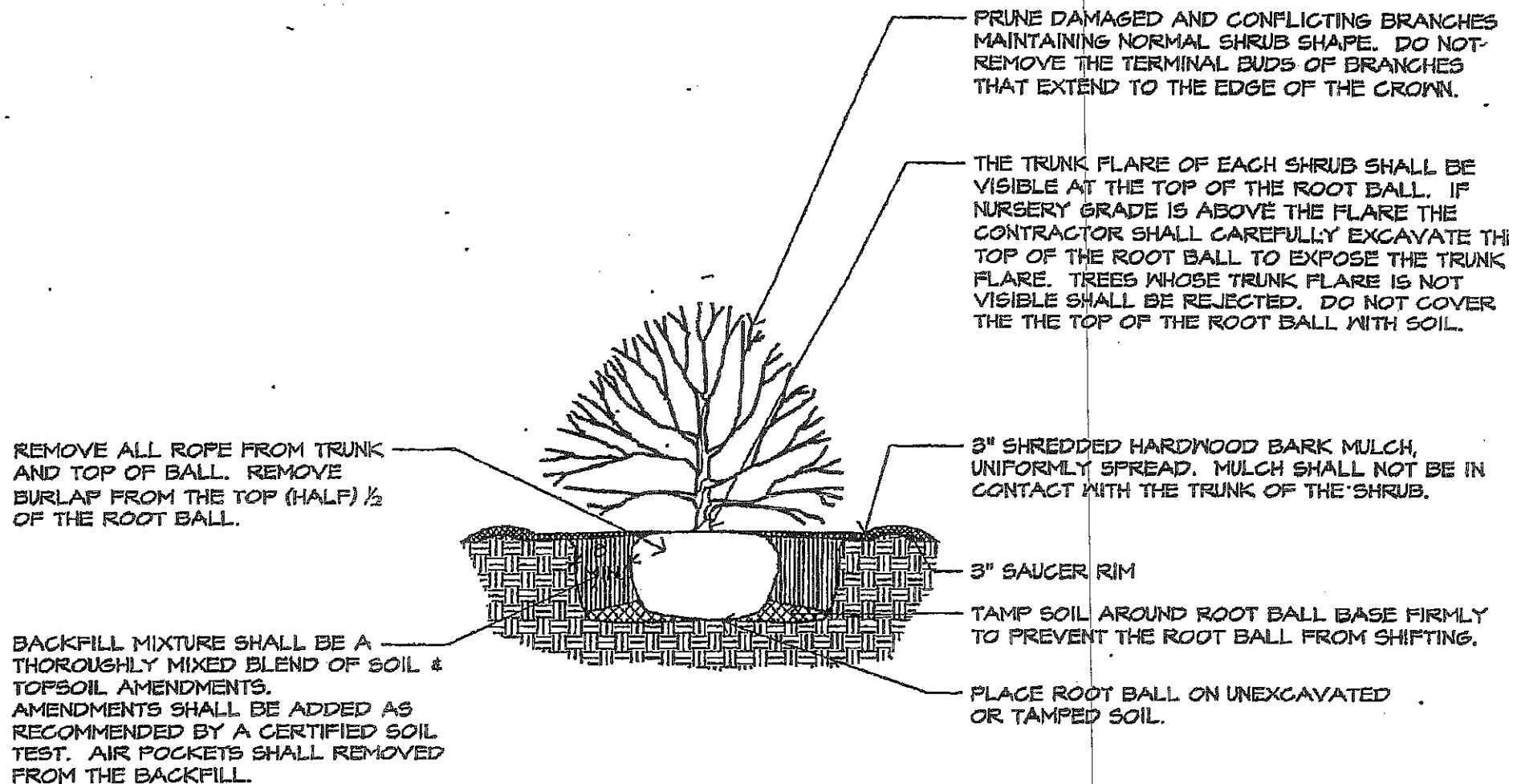
- NOTES:
- CONTRACTOR SHALL PARTIALLY FILL WITH WATER A REPRESENTATIVE NUMBER OF PITS IN EACH AREA OF THE PROJECT PRIOR TO PLANTING TO DETERMINE IF THERE IS ADEQUATE PERCOLATION. IF PIT DOESN'T PERCOLATE, MEASURES MUST BE TAKEN TO ASSURE PROPER DRAINAGE BEFORE PLANTING.
 - CONTRACTOR SHALL REMOVE STAKES, GUTS AND WRAP AT END OF GUARANTEE PERIOD. ALL PLANTING MUST BE GUARANTEED FOR ONE FULL GROWING SEASON FROM THE TIME OF FINAL ACCEPTANCE BY THE OWNER OR GOVERNING AUTHORITY.
 - ON ALL FALL PLANTINGS THE CONTRACTOR SHALL WRAP THE TREES SPECIFIED BY THE LANDSCAPE ARCHITECT (ACER AND) FROM THE TRUNK FLARE TO THE FIRST BRANCH. TREE WRAP SHALL BE REMOVED BY APRIL 1. TREE WRAP SHALL BE BREATHABLE AND AS APPROVED BY THE LANDSCAPE ARCHITECT.
 - TREE WRAP SHALL BE INSTALLED AT THE TIME OF PLANTING AND BE REMOVED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
 - TREE WRAP SHALL BE REMOVED NO LATER THAN 12 MONTHS AFTER PLANTING.
 - TREES WHOSE NORTH ORIENTATION IS NOT CHANGED FROM THE NURSERY DO NOT NEED TO BE WRAPPED UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE ARCHITECT.
 - GUTS ON MULTI-STEM TREES TO BE MADE ON HEAVIEST BRANCHES OF PLANT.

4

L-1

DETAIL: 3" CAL. OR GREATER DECIDUOUS TREE

SCALE: N.T.S.



5
L-1

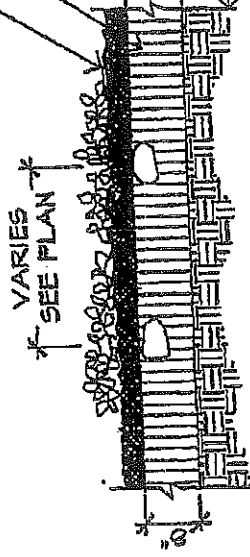
DETAIL: GROUND COVER PLANTING

SCALE: N.T.S.

3" SHREDDED HARDWOOD BARK MULCH
COVERING ENTIRE PLANTING BED.

BACKFILL MIXTURE, SHALL BE A
THOROUGHLY MIXED BLEND OF TOPSOIL
& SOIL AMENDMENTS. AMENDMENTS
SHALL BE ADDED AS RECOMMENDED BY
A CERTIFIED SOIL TEST. BACKFILL
SHALL BE WATERED WHILE PLANTING TO
ELIMINATE AIR POCKETS.

UNDISTURBED SUBGRADE



DETAIL: GROUND COVER PLANTING

SCALE: N.T.S.

6

L-1

(EXHIBIT B CON'T)

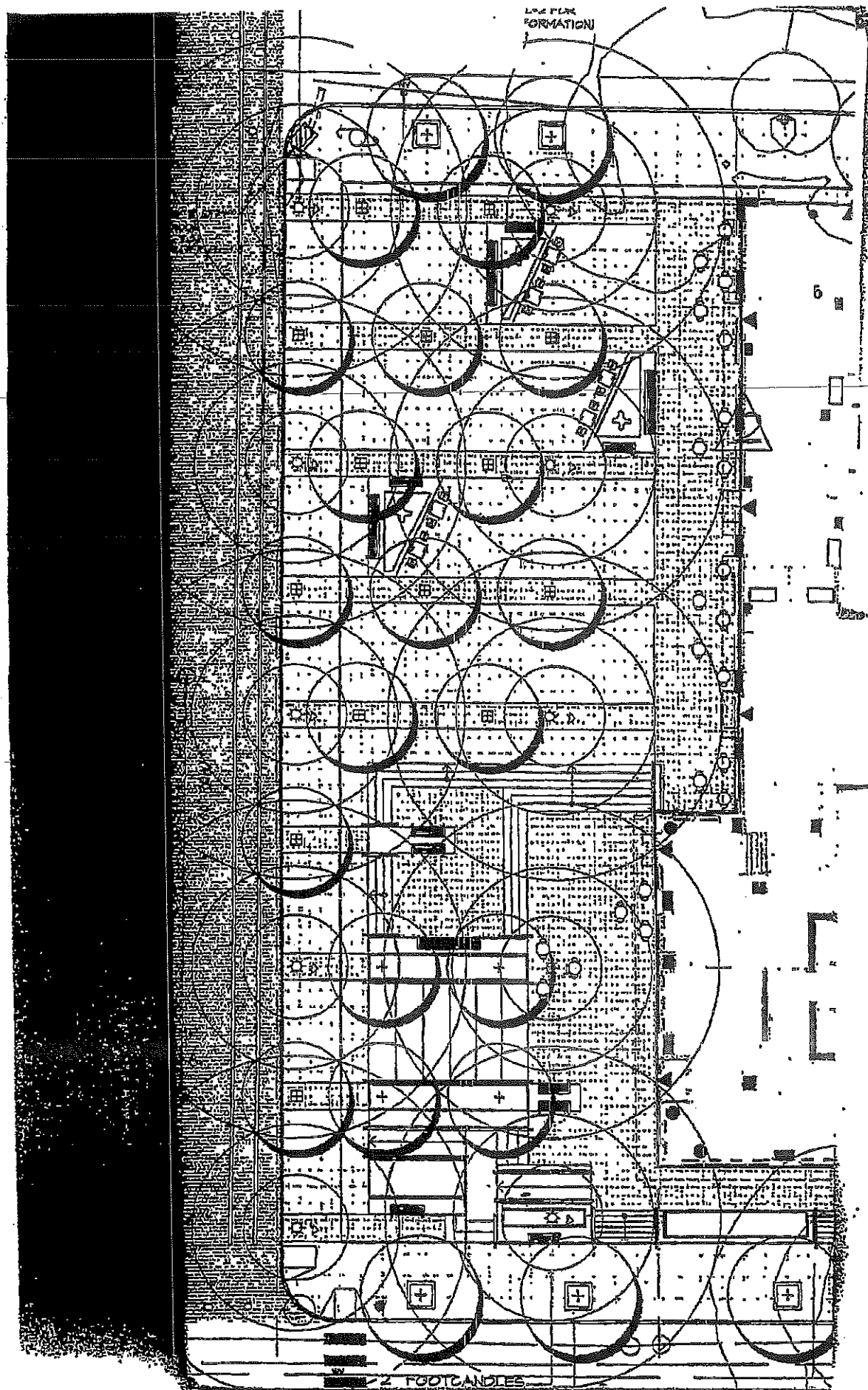
STREETSCAPE

LIGHTING PLAN

PAGE L-2

OF EAST PROPERTY FINAL SITE PLAN

LOS FOR
FORMATION



2 FOOTCANDLES

(EXHIBIT B CON'T)

STREETSCAPE

LIGHTING PLAN DETAIL

PAGE L-2

OF

EAST PROPERTY FINAL SITE PLAN

DETAIL: STREETSCAPE LIGHT FIXTURE AND POLE

SCALE: N.T.S.

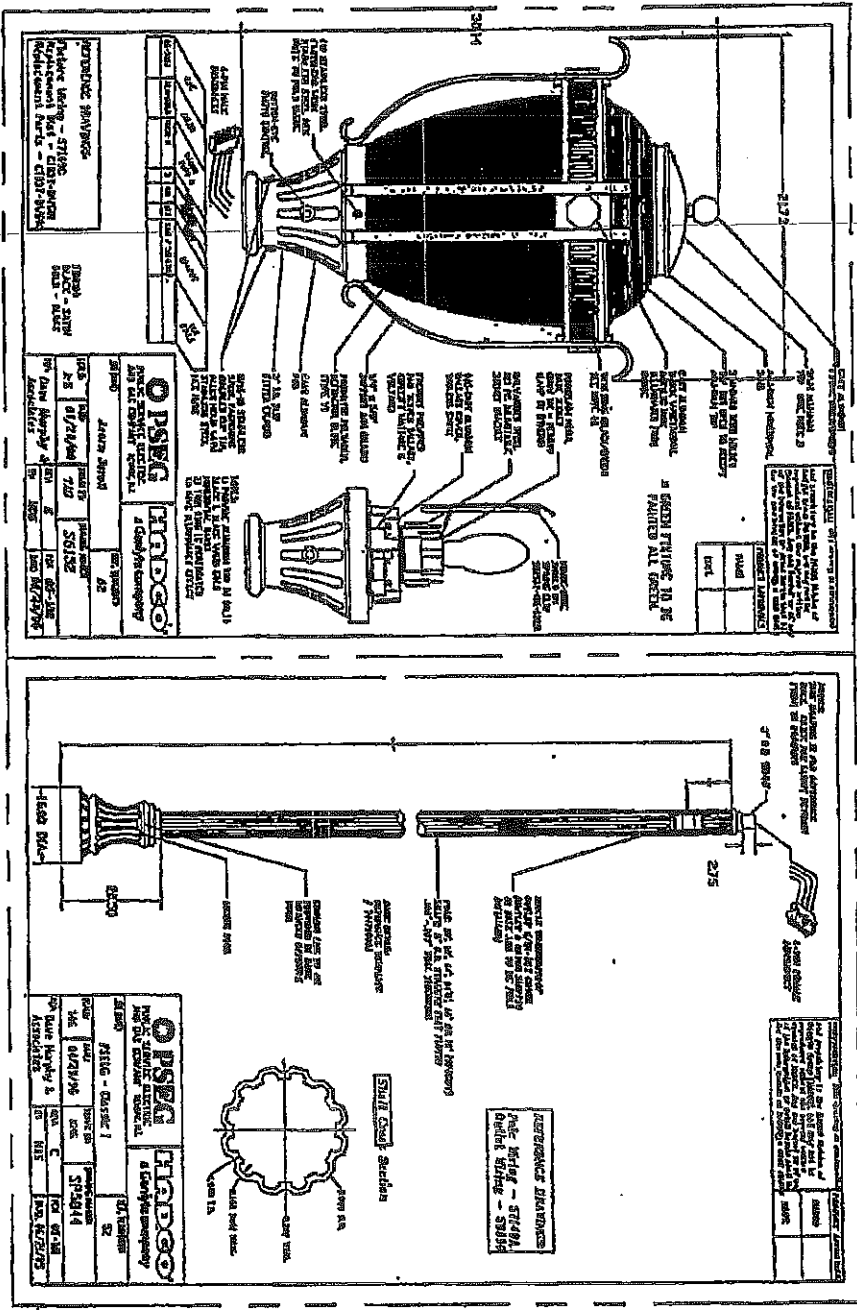


EXHIBIT C

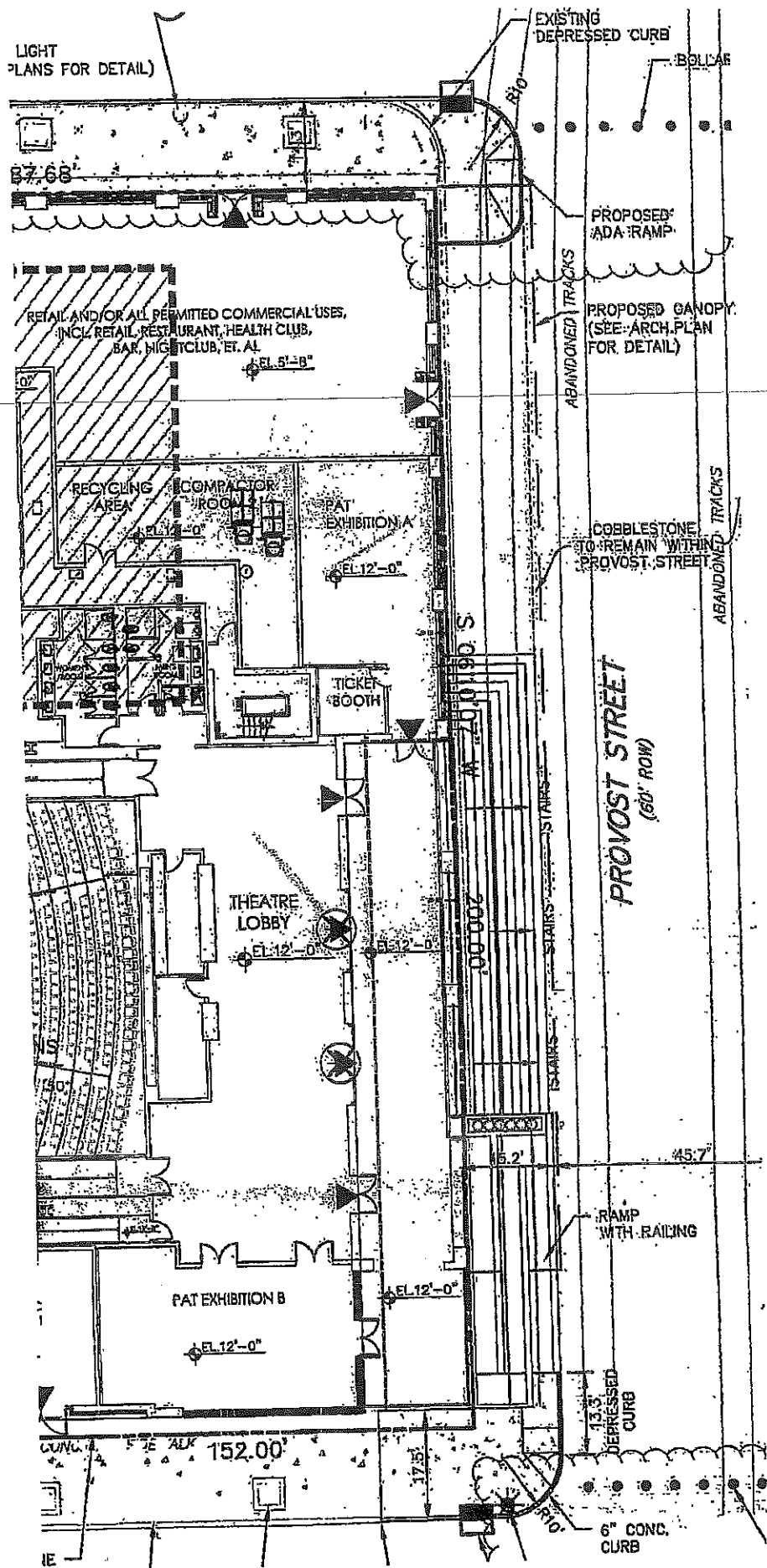
**WEST PROPERTY FINAL SITE PLAN SHOWING
PROVOST STREET IMPROVEMENTS**

This Exhibit includes:

Sheet C-2- Site Plan last dated February 8, 2019;

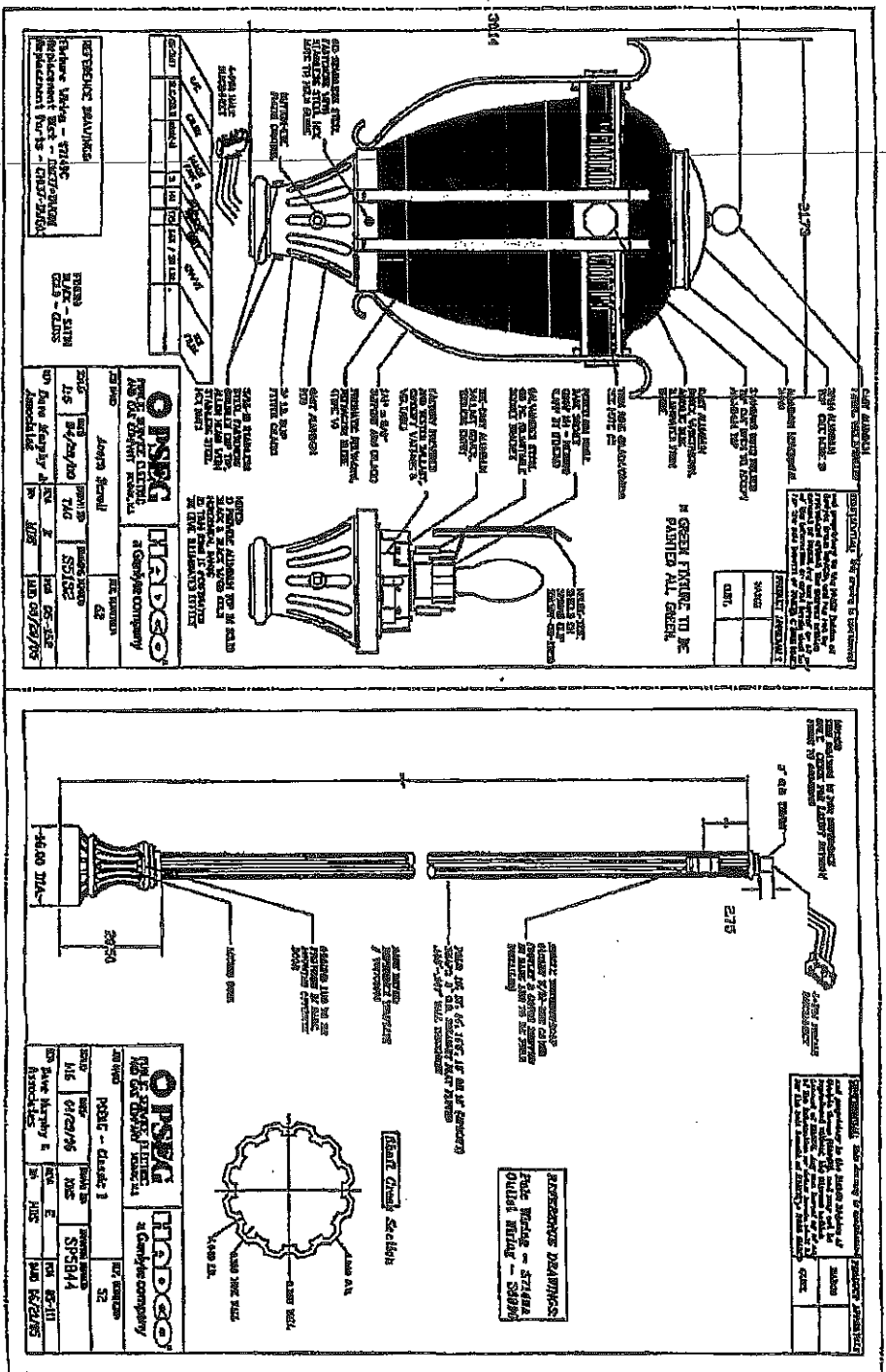
Sheet L-1- Streetscape and Landscape and Lighting Plan last dated February 8, 2019.

Note: A complete copy of the Final Site Plans approved for Provost Square III, including the Provost Street Improvements, signed by the Jersey City Planning Board Chairman on March 13, 2019 is on file in the Jersey City Division of Planning, 1 Jackson Square (AKA 360 MLK Drive), Jersey City, NJ 07305-3717.



1 STREETSCAPE - LANDSCAPE PLAN

L-1



2

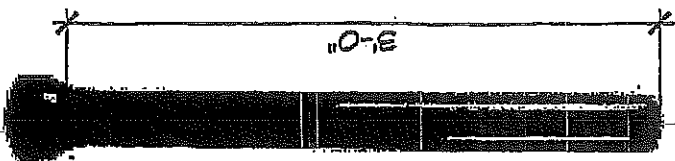
L-1

DETAIL: POLE MOUNTED LIGHT

SCALE: N.T.S.

2
L-1

DETAIL: POLE MOUNTED LIGHT



36" HT. BOLLARD
COLOR: TO MATCH PLAZA
LIGHT FIXTURE
INSTALL PER MFG.
RECOMMENDATIONS

3
L-1

DETAIL: BOLLARD

SCALE: N.T.S.

SCHEDULE 1

REGULAR MAINTENANCE REQUIREMENTS FOR EAST PROPERTY PLAZA

Upon the Grantee's acceptance of the Deed of Easement, the Grantor shall be responsible for performing the following regular maintenance to the East Property Plaza:

(a) Removing trash from the East Property Plaza twice a day, once in the AM and once in the PM, or more as reasonably needed;

(b) Emptying trash receptacles in the East Property Plaza twice a day, once in the AM and once in the PM, or more as reasonably needed;

(c) Maintaining and replacing all shade trees, flowering trees and planted material initially installed by Grantor in the East Property Plaza and shown of Exhibit B attached hereto and made a part hereof;

(d) Maintaining all improvements installed by Grantor in the East Property Plaza pursuant to Exhibit B including decorative pavers, pedestrian scale lighting equipment, steps, hardscape, walkways, curbs, railings, pedestals for the display of public art, and other decorative landscape elements;

(e) Periodically removing postings from the East Property Plaza;

(f) Providing pest control to the East Property Plaza, as reasonably needed;

(g) Promptly notifying PSE&G when any lights in the East Property Plaza are not operating;

(h) Washing the East Property Plaza by hose, if practical, twice weekly, weather permitting, or causing the East Property Plaza to be cleaned by other means once a week.

END OF DEED OF EASEMENT

City Clerk File No. Ord. 19-038

Agenda No. 3.2 1st Reading

Agenda No. 4.2 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-038

TITLE:

ORDINANCE REPEALING ORDINANCES 15-052 AND 15-053 IMPOSING RESTRICTIONS ON FORMULA BUSINESSES WITHIN CERTAIN REDEVELOPMENT AREAS

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, In 2015, the Jersey City Municipal Council enacted ordinances 15-052 and 15-053 restricting "formula businesses" in 41 redevelopment areas of the City, including the 8 Erie Street Redevelopment Area; and

WHEREAS, the 2015 ordinances limit "formula businesses" to "30% of ground floor leasable commercial area" within the affected redevelopment areas; and

WHEREAS, the ordinances define "formula business" as one which is contractually obligated to maintain certain "standardized characteristics" such as "merchandise, menu items, design, signage and trademarks and where 10 or more establishments are in operation with 300 miles of municipal boundaries; and

WHEREAS, the commercial activities restricted within the category of formula businesses are limited to restaurants, retail sales of goods and services, bars and financial service facilities and banks; and

WHEREAS, all fall under the category of "interstate commerce" as that term is used in the Commerce Clause of the 14th Amendment to the Constitution; and

WHEREAS, having received a complaint from an affected owner, the Corporation Counsel has reviewed the ordinances and the factual record on which they are based and has concluded that it is very likely that a federal court will find the ordinances violate the Commerce Clause on the ground that the restrictions they place on out-of-state businesses ("interstate commerce") are not supported by a factual demonstration sufficient to justify such differential restrictions on formula businesses.


NOW, THEREFORE, BE IT ORDAINED by the Municipal council of the City of Jersey City that Ordinances 15-052 and 15-053 are hereby repealed.

TF/mma
04/17/19

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: 

APPROVED: 
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET –

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

Full Title of Ordinance/Resolution

ORDINANCE REPEALING ORDINANCES 15-052 AND 15-053 IMPOSING RESTRICTIONS ON FORMULA BUSINESSES WITHIN CERTAIN REDEVELOPMENT AREAS

Initiator

Department/Division	Business Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	BPlatt@jcnj.org

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

Ordinance Purpose

This purpose of this Ordinance is to repeal Ordinances 15-052 and 15-053 restricting "formula businesses" in 41 redevelopment areas of the Jersey City, including the 8 Erie Street redevelopment area.

I certify that all the facts presented herein are accurate.

Signature of Department Director

April 15, 2019

Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-038
TITLE: 3.2 APR 24 2019 4.2 MAY 08 2019

An ordinance repealing Ordinances 15-052 and 15-053 imposing restrictions on formula businesses within certain redevelopment areas.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 24 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 08 2019											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>PRINZ-AREY</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA			
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

JEANNE DALY

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

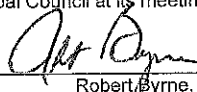
RECORD OF FINAL COUNCIL VOTE MAY 08 2019 7-2											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON		✓		LAVARRO, PRES.		✓	

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 24 2019
Adopted on second and final reading after hearing on MAY 08 2019


This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 08 2019


Robert Byrne, City Clerk

*Amendment(s):

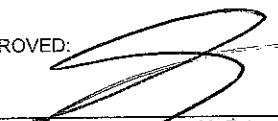
04.24.19

APPROVED:


Rolando R. Lavarro, Jr., Council President

Date MAY 08 2019

APPROVED:


Steven M. Fulop, Mayor

Date MAY 13 2019

Date to Mayor MAY - 9 2019

City Clerk File No. _____ Ord. 19-041

Agenda No. _____ 3.5 _____ 1st Reading

Agenda No. _____ 4.5 _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-041

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) AMENDING SECTION 332-27(ANGLE PARKING) OF THE JERSEY CITY CODE DESIGNATING ANGLE PARKING ON THE NORTH SIDE OF WINFIELD AVENUE, GARFIELD AVENUE TO PRINCETON AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332(Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-27 ANGLE PARKING

No person shall park a vehicle upon any of the streets or parts thereof listed below except at the angle designated.

Name of Street	Side	Angle (degrees)	Limits
<u>Winfield Av</u>	<u>North</u>	<u>60- Degree</u> <u>Head - In</u> <u>Parking only</u>	<u>Garfield Av to Princeton Av</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material to be inserted in new and underscored.

AV:pcl
(04.12.19)

APPROVED: _____
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: Chris Pigna for J. Rivera
Municipal Engineer

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

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

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) AMENDING SECTION 332-27(ANGLE PARKING) OF THE JERSEY CITY CODE DESIGNATING ANGLE PARKING ON THE NORTH SIDE OF WINFIELD AVENUE, GARFIELD AVENUE TO PRINCETON AVENUE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, PE at the request of Councilwoman Ridley, Ward A	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

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

Ordinance Purpose

Designating 60-degree, head-in, angle parking on the north side of Winfield Avenue from Garfield Avenue to Princeton Avenue will increase parking availability on this section of Winfield Avenue from 25 parking spaces to 33 parking spaces. This would be an increase of approximately 8 parking spaces as compared to the existing condition.

Establishing angle parking on the north side of the street results in more spaces because of the relatively long stretches of uninterrupted curb line near the easterly and westerly ends of the block.

Our existing conditions parking capacity calculation contemplates the 25' state statute parking restriction. In reality, people may be parking closer to the crosswalk than is technically allowed, so the parking increase may not be that noticeable, perhaps closer to 4 parking spaces.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

4/12/19

Date

Signature of Department Director

Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-041

TITLE: 3.5 APR 24 2019 4.5 MAY 08 2019

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) amending Section 332-27(Angle Parking) of the Jersey City Code designating angle parking on the north side of Winfield Avenue, Garfield Avenue to Princeton Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 24 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 08 2019 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>PRINZ-AREY</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

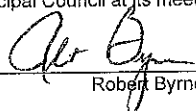
RECORD OF FINAL COUNCIL VOTE MAY 08 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 24 2019
 Adopted on second and final reading after hearing on MAY 08 2019


This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 08 2019


 Robert Byrne, City Clerk

*Amendment(s):

04.24.19

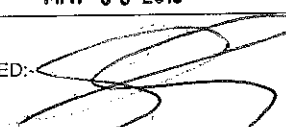
APPROVED:


 Rolando R. Lavarro, Jr., Council President

Date

MAY 08 2019

APPROVED:


 Steven M. Fulop, Mayor

Date

MAY 13 2019

Date to Mayor

MAY - 9 2019

City Clerk File No. Ord. 19-042
Agenda No. 3.6 1st Reading
Agenda No. 4.6 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-042

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-9 (STOP INTERSECTIONS) AT CLERK STREET AND FORREST STREET

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-9 Stop Intersections.
The Intersections listed below are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<u>Forrest St</u>	<u>East</u>	<u>Clerk St</u>


2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All the material to be inserted is new and underscored.


AV: pcl
(04.09.19)

APPROVED: 
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-9 (STOP INTERSECTIONS) AT CLERK STREET AND FORREST STREET

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E.	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

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

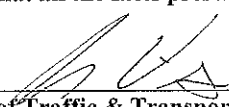
Ordinance Purpose

The purpose of this Ordinance is to designate the following intersection as a stop intersection:
Clerk Street and Forrest Street, stopping Forrest Street.

This intersection currently does not have any traffic control. Clerk Street is one-way in the southbound direction and Forrest Street intersects Clerk Street to make a T-intersection. Therefore, vehicles traveling eastbound on Forrest St must come to a stop and then proceed to safely facilitate a right-turn movement approaching Clerk Street.

Designating this intersection as an all-way stop control intersection will improve traffic safety and operational characteristics at the intersection based on detailed review of traffic conditions and guidance outlined within the Manual on Uniform Traffic Control Devices published by the Federal Highway Administration.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

4/11/19

Date

Signature of Department Director

Date

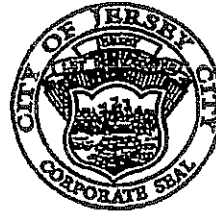
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-379

Agenda No. 10.H

Approved: MAY 10 2017

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF TIME
TO COMPLETE THE CONDITIONS OF SALE AFFECTING
BLOCK 23405 LOT 26 LOCATION 265 MARTIN LUTHER
KING DRIVE

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on August 26, 2014, the Municipal Council of the City of Jersey City passed and adopted an Ordinance authorizing the conveyance of 265 Martin Luther King Drive ("Property") to the Urban League of Hudson County ("Urban League"), non-profit corporation pursuant to N.J.S.A. 40A:12-21(k); and

WHEREAS, on November 3, 2014 a Quitclaim Deed was released to the Urban League transferring the Property to the Urban League; and

WHEREAS, the Deed required the Urban League to rehabilitate the Property and obtain a Certificate of Occupancy no later than March 31, 2017; and

WHEREAS, as per the attached two letters from Muhammad I. Umar, Acting President/CEO of the Urban League it is requesting that the City grant the Urban League an additional two years to obtain a Certificate of Occupancy; and

WHEREAS, Mr. Umar has provided the Real Estate Office with construction drawings prepared by Helena Ruman, Architect

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that said request for a two (2) year extension to complete the conditions of sale on Block 23405 Lot 26 location 265 Martin Luther King Drive on the Tax Map of Jersey City, New Jersey is hereby approved.

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Council

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-10-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADDEN	✓			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.

[Signature]
Richard R. Lavano, Jr., President of Council

[Signature]
Robert Dyma, City Clerk

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-042

TITLE: 3.6 APR 24 2019 4.6 MAY 08 2019

An ordinance supplementing Chapter 332 (Vehicles and Traffic) of the Jersey City Traffic Code Article II (Traffic Regulations) amending Section 332-9 (Stop Intersections) at Clerk Street and Forrest Street

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 24 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 08 2019 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>PRINZ-AREY</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAY 08 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 24 2019
Adopted on second and final reading after hearing on MAY 08 2019

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 08 2019

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

04.24.19

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date MAY 08 2019

APPROVED:

Steven M. Fulop, Mayor

Date MAY 13 2019

Date to Mayor

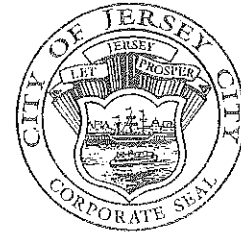
MAY -9 2019

City Clerk File No. Ord. 19-043

Agenda No. 3.7 1st Reading

Agenda No. 4.7 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-043

TITLE: ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED PROPERTY LOCATED AT 265 MARTIN LUTHER KING DRIVE, A/K/A BLOCK 23405, LOT 26, F/K/A BLOCK 1306, LOT 28B TO THE URBAN LEAGUE OF HUDSON COUNTY, A NON-PROFIT CORPORATION PURSUANT TO N.J.S.A. 40A:12-21(k).

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, on August 26, 2014 the Municipal Council of the City of Jersey City adopted Ordinance Number 14-089 authorizing the conveyance of 265 Martin Luther King Drive, a/k/a Block 23405, Lot 26, f/k/a Block 1306, Lot 28B (the "Property") to the Urban League of Hudson County (the "Urban League"), pursuant to N.J.S.A. 40A:12-21(k); and

WHEREAS, on November 3, 2014 a Quitclaim Deed was executed, transferring the Property to the Urban League (the "Deed"); and

WHEREAS, the Deed required the Urban League to perform certain conditions of sale, including rehabilitate the Property and obtain a Certificate of Occupancy no later than March 31, 2017; and

WHEREAS, whereas the Deed was recorded on November 20, 2014 in the Hudson County Register of Deeds at Book 9008, Page 10; and

WHEREAS, on May 10, 2017 the Municipal Council of the City of Jersey City adopted Resolution Number 17-379 extending the deadline to complete the conditions of sale contained in the Deed to March 31, 2019; and

WHEREAS, the Urban League did not complete the conditions of sale by March 31, 2019; and

WHEREAS, pursuant to the Deed, title automatically reverted to and vested in the City when the Urban League failed to complete the conditions of sale by March 31, 2019; and

WHEREAS, the Urban League is a non-profit 501(c)(3) organization dedicated to advocating, facilitating, and promoting initiatives that allow community residents to participate in the development of urban neighborhoods; and

WHEREAS, the Urban League proposes to purchase the Property from the City for the purpose of constructing an Annex for additional offices and classroom space to expand its existing services for the sum of one dollar (\$1.00); and

WHEREAS, pursuant to N.J.S.A. 40A:12-21(k) of the Local Lands and Buildings Law, the City may authorize the private sale of City Property not needed for municipal purposes to any duly incorporated nonprofit organization or association, other than a political, partisan, sectarian, denominational, or religious organization, which includes among its principal purposes the provision of educational, recreational, medical or social services to the general public, including residents of the municipality, for nominal consideration upon certain terms; and

WHEREAS, the Urban League shall obtain the necessary construction approvals and commence work at the property within eighteen (18) months from the date of closing; and

WHEREAS, the deed conveying title must contain a condition subsequent which shall cause title to the property to revert to the City in the event that the Property is used for any commercial business, trade or manufacture purpose or the Property is not used for the purposes of providing education, recreation, medical or social services to the general public for a period of thirty (30) years.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A:12-21(k), the conveyance of 265 Martin Luther King Drive, a/k/a Block 23405, Lot 26, f/k/a Block 1306, Lot 28B, to the Urban League of Hudson County, a duly incorporated non-profit corporation of the State of New Jersey, is hereby authorized; and
2. The Mayor or Business Administrator is authorized to execute a Deed, Contract of Sale, and any other document as the Corporation Counsel deems appropriate or necessary to effectuate the conveyance of the property to the Urban League of Hudson County; and
3. The Deed Conveying title shall be in substantially the form attached, subject to such modifications as the Corporation Counsel deems appropriate and shall be subject to the following terms and conditions:
 - a. Consideration: The Urban League of Hudson County shall pay the City the sum of \$1.00 for the purchase of the property. Closing shall occur within thirty (30) days from the adoption of the Ordinance by the Municipal Council authorizing the conveyance of the property.
 - b. Conditions of Property: The Property shall be conveyed in its strictly "as is" condition. The City of Jersey City makes no promises as to the ownership or title, but simply transfers whatever interest the City of Jersey City has to the Urban League of Hudson County, specifically, but not by way of limitation, subject to any public easements or rights of way.
 - c. Conditions of Sale:
 1. The Urban League of Hudson County shall obtain the necessary construction approvals and commence work at the property with eighteen (18) months from the closing date. The Urban League shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a certificate of occupancy from the City's Construction Official by no later than March 31, 2021.
 2. Restriction Against Alienation: the Urban League shall not sell, convey or otherwise transfer the above described property until the Urban League has rehabilitated the property in compliance with the Uniform Construction Code and other conditions of sale contained in the deed.
 3. The Municipal Council shall, upon the Urban League's completion of all the terms and conditions of sale, adopt a resolution stating such fact and shall remove from the deed the Restriction against Alienation.
 4. Use Restriction: The use of the property shall be restricted to providing education, recreation, medical or social services to the general public, including residents of the municipality and not for any commercial, business, trade, or manufacturing purposes for a period of thirty (30) years. In the event of a violation thereof by Urban League, its heirs, successors or assigns, the Property shall revert to the City without any entry or reentry made thereon.

5. If the Urban League (a) fails to obtain the permit approvals and commence construction within eighteen (18) months from the closing date, (b) sells or attempts to sell the property before making the required repairs, (c) refuses access to City Officials seeking to inspect the property, (d) fails to obtain a certificate of occupancy from the City's Construction Official by no later than March 31, 2021, or (e) the property is used for commercial business trade or manufacture purpose, then title to the property shall automatically revert to and become vested in the City of Jersey City.
6. Upon demand, Grantee and any subsequent purchaser shall submit annual reports and any other requested records and documentation to Grantor to insure that the within terms and conditions have not been violated.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers, and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in ~~[brackets]~~ are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

HCB/mma
04/17/19

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET

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

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED PROPERTY LOCATED AT 265 MARTIN LUTHER KING DRIVE, A/K/A BLOCK 23405, LOT 26, F/K/A BLOCK 1306, LOT 28B TO THE URBAN LEAGUE OF HUDSON COUNTY, A NON-PROFIT CORPORATION PURSUANT TO N.J.S.A. 40A:12-21(k).

Initiator

Department/Division	Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	BPlatt@jcnj.org

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

Ordinance Purpose

The purpose of this resolution is to authorize the conveyance of property to the Urban League of Hudson County pursuant to N.J.S.A. 40A:12-21(k).

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

City Clerk File No. Ord. 14. 089
Agenda No. 3.E 1st Reading
Agenda No. 4.E. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE *14.089*

TITLE:

**ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED PROPERTY
LOCATED AT 265 MARTIN LUTHER KING DRIVE TO THE URBAN LEAGUE OF
HUDSON COUNTY, A NON-PROFIT CORPORATION PURSUANT TO N.J.S.A.
40A:12-21(k)**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City (City) is the owner of certain property located at Block 23405, Lot 26, commonly known as 265 Martin Luther King Drive [Property], which property is not needed for any municipal purpose; and

WHEREAS, Urban League of Hudson County (ULOHC) is a nonprofit 501 (c)(3) organization dedicated to advocating, facilitating and promoting initiatives that allow community residents to participate in the development of urban neighborhoods; and

WHEREAS, ULOHC provides education, community outreach, information technology services for its clients at 253 Martin Luther King Drive; and

WHEREAS, ULOHC proposes to purchase 265 MLK Drive from the City for the purpose of constructing an Annex for additional offices and classroom space to expand existing its services for the sum of thirty-seven thousand five hundred dollars (\$37,500.00); and

WHEREAS, pursuant to N.J.S.A. 40A:12-21(k) of the Local Lands and Buildings Law, the City may authorize the private sale of City Property, not needed for municipal purposes to any duly incorporated nonprofit organization or association, other than a political, partisan, sectarian, denominational or religious organization, which includes among its principal purposes the provision of educational, recreational, medical or social services to the general public, including residents of the municipality, for nominal consideration upon certain terms; and

WHEREAS, the ULOHC shall obtain the necessary construction approvals and commence work at the property within eighteen (18) months from the date of closing; and

WHEREAS, the deed conveying title must contain a condition subsequent which shall cause title to the property to revert to the City in the event that the property is used for any commercial business, trade or manufacture purposes or the Property is not used for the purposes of providing education, recreation, medical or social services to the general public for a period of thirty (30) years.

NOW THEREFORE, BE IT ORDAINED, that the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A:12-21(k), the conveyance of Block 23405, Lot 26, more commonly known as 265 Martin Luther King Drive, to Urban League of Hudson County, a duly incorporated non-profit corporation of the State of New Jersey, is hereby authorized; and
2. The Mayor or Business Administrator is authorized to execute a Deed, Contract of Sale and

any other documents as the Corporation Counsel deems appropriate or necessary to effectuate the conveyance of the property to Urban League of Hudson County; and

3. The Deed conveying title shall be in substantially the form attached, subject to such modifications as the Corporation Counsel deems appropriate and shall be subject to the following terms and conditions:

(a). Consideration: The Urban League of Hudson County shall pay the City the sum of \$37,500.00 for the purchase of the property. Closing shall occur within thirty (30) days from the adoption of the Ordinance by the Municipal Council authorizing the conveyance of the property.

(b). Conditions of Property: The Property shall be conveyed in its strictly "as is" condition. The City of Jersey City makes no promises as to ownership or title, but simple transfers whatever interest the City of Jersey has to Urban League of Hudson County, specifically, but not by way of limitation, subject to any public easements or rights of way.

(c). Conditions of Sale:

1) Urban League shall obtain the necessary construction approvals and commence work at the property within eighteen (18) months from the closing date. Urban League shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a certificate of occupancy from the City's Construction Official by no later than March 31, 2017.

2) Restriction Against Alienation: Urban League shall not sell, convey or otherwise transfer the above described property until Urban League has rehabilitated the property in compliance with the Uniform Construction Code and other conditions of sale contained in the deed.

3) The Municipal Council shall upon Urban League's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the Restriction against Alienation.

4) Use Restriction: The use of the property shall be restricted to providing education, recreation, medical or social services to the general public, including residents of the municipality and not for any commercial, business, trade or manufacturing purposes for a period of thirty (30) years. In the event of a violation thereof by Urban League, its heirs, successors or assigns, the Property shall revert to the City without any entry or reentry made thereon.

5) If Urban League (a) fails to obtain the permit approvals and commence construction within eighteen (18) months from the closing date, (b) sells or attempts to sell the property before making the required repairs, (c) refuses access to City Officials seeking to inspect the property, (d) fails to obtain a certificate of occupancy from the City's Construction Official by no later than March 31, 2017 or (e) the property is used for commercial business, trade or manufacture purposes, then title to the property shall automatically revert to and become vested in the City of Jersey City.

6) Upon demand, Grantee and any subsequent purchasers shall submit annual reports and any other requested records and documentation to Grantor to insure that the within terms and conditions have not been violated.

A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This ordinance shall take effect at the time and in the manner as provided by law.

D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event

that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by bold face and repealed matter by *italic*.

JW
7/11/14

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED: _____

APPROVED: _____

Business Administrator

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.089
TITLE: J.E. JUL 16 2014 4.E

AUG 20 2014

Ordinance authorizing the conveyance of city owned property located at 265 Martin Luther King Drive to the Urban League of Hudson County, a Non-Profit Corporation pursuant to N.J.S.A.40A:12-21 (k).

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 16 2014 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 20 2014 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.—Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson moved to amend* Ordinance, seconded by Councilperson & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE AUG 20 2014 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.—Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **JUL 16 2014**
Adopted on second and final reading after hearing on **AUG 20 2014**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **AUG 20 2014**

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **AUG 20 2014**

APPROVED:

Steven M. Polpe, Mayor

Date **AUG 26 2014**

Date to Mayor **AUG 21 2014**



20141120010100010 1/5
 11/20/2014 03:24:04 PM DEED
 BK: 9008 Pg: 10
 Pamela E. Gardner
 Hudson County, Register of Deeds
 Receipt No. 963909

Prepared by: Itza Wilson, Esq.

QUITCLAIM DEED

A COPY OF THIS DEED
 HAS BEEN SENT TO ASSESSOR'S OFFICE

This Deed is made on 3rd day of November, 2014

Between CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, referred to as the Grantor,

And URBAN LEAGUE OF HUDSON COUNTY, a nonprofit corporation of the State of New Jersey with offices at 253 Martin Luther King Drive, Jersey City, NJ 07030-3427, referred to as the Grantee.

Witnesseth, The Grantor, for and in consideration of the sum of thirty-seven thousand five hundred dollars (\$37,500.00) lawful money of the United States of America, to it in hand well and truly paid by the Grantee, at or before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, and the Grantor being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, alienated, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alienate, release, enfeoff, convey and confirm unto the Grantee, and to the heirs, successors and assigns forever of the Grantee,

All that certain or parcel of land and premises, hereinafter particularly described, situate, lying and being in the CITY of JERSEY CITY, County of HUDSON and State of NEW JERSEY and designated on the Official Tax Map of the City of Jersey City by the following Block and Lot:

Block No.

Lot No.

23405

26

and more commonly known by the street address of 265 Martin Luther King Drive, Jersey City, New Jersey.

The Grantee as part of the consideration for this conveyance hereby covenants and agrees for itself, its successors and assigns with the Grantor, its successors and assigns, for the benefit of the property conveyed herein, that the Grantee's right, title and interest in the property and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions set forth below:

- 1) Conditions of Property: The City hereby conveys the Property in its strictly "as is" condition. The City of Jersey City makes no promises as to ownership or title, but simple transfers whatever interest the City of Jersey has to Urban League of Hudson County, specifically, but not by way of limitation, subject to any public easements or rights of way.
- 2) Condition of Sale: Urban League shall rehabilitate the property in compliance with the Uniform Construction Code and the Property Maintenance Code. Urban League shall obtain the necessary construction approvals and commence work at the property within eighteen (18) months from the date hereof. Urban League shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a certificate of occupancy from the City's Construction Official by or on March 31, 2017.

20141120010100010
 11/20/2014 3:24:04 PM
 Consideration: \$37,500.00
 Exempt. Codes: Exempt
 County: \$0.00 State: \$0.00
 HARBOR: \$0.00 PHRF: \$0.00
 ERA: \$0.00 General: \$0.00
 Buyer's Fee: \$0.00
 Total RTF: \$0.00

5 pag 80 + 3 A

- 3) **Restriction Against Alienation:** Urban League shall not sell, convey or otherwise transfer the above described property until Urban League has rehabilitated the property in compliance with the Uniform Construction Code and other conditions of sale contained in the deed.
- 4) The Municipal Council shall upon Urban League's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the Restriction against Alienation.
- 5) **Use Restriction:** The use of the property shall be restricted to providing education, recreation, medical or social services to the general public, including residents of the municipality and county and not for any commercial business, trade or manufacture purposes for a period of thirty (30) years from the date hereof. In the event of a violation thereof by Urban League, its heirs, successors or assigns, the Property shall revert to the City without any entry or reentry made thereon.
- 6) If Urban League (a) fails to obtain the permit approvals and commence construction within eighteen (18) months from the date hereof, (b) sells or attempts to sell the property before making the required repairs, (c) refuses access to City Officials seeking to inspect the property, (d) fails to obtain a certificate of occupancy from the City's Construction Official by or on March 31, 2017, or (e) the property is used for commercial business, trade or manufacture purposes, then title to the property shall automatically revert to and become vested in the City of Jersey City without any entry or reentry made thereon.
- 7) Upon demand, Grantee and any subsequent purchasers shall submit annual reports and any other requested records and documentation to Grantor to insure that the within terms and conditions have not been violated.

The above covenants shall be binding upon the Grantee, its heirs, successors or assigns and all persons claiming thereunder for a period of thirty (30) years from the date hereof. Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenants, either to restrain violation or recover damages or to cause forfeiture of all rights and title to said lands and premises and all interest therein without any entry or reentry made thereon, at the sole discretion of the Grantor.

This Deed is given under and by virtue of Ordinance No. 14:089 adopted by the Municipal Council of the City of Jersey City, on August 20, 2014, and in accordance with the provisions of N.J.S.A. 40A:12-21(k) which authorizes the private sale by the City of Jersey City of public land not needed for public use, the supplements thereto and amendments thereof, if any, of the New Jersey Statutes Annotated and any regulations promulgated thereunder.

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 Grantor, 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 Grantees, their heirs, successors, and assigns, only for the purpose of providing education, recreation, medical or social services to the general public, including residents of Hudson County, and not for use by any political, partisan, sectarian, denominational or religious organization.


In Witness Whereof, the Grantor has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereby affixed, the day and year first above written.

Allest:

CITY OF JERSEY CITY



ROBERT BYRNE, City Clerk

CITY OF JERSEY CITY

STEVEN M. FULOP, Mayor

State of New Jersey)
County of Hudson) SS:

Be it Remembered, that on this 3rd day of November, Two Thousand and Fourteen before me the subscriber, an attorney at law of the State of New Jersey personally appeared

ROBERT BYRNE

and made proof to my satisfaction that he is the City Clerk of the City of Jersey City, a Municipal Corporation of the State of New Jersey, the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by

STEVEN M. FULOP

who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c 49, Sec. 1 (c), is one dollar.

Robert Byrne
ROBERT BYRNE, City Clerk

Sworn and Subscribed before
me on November 3, 2014 at Jersey City, N.J.

Liza Wilson
Liza Wilson
Attorney at Law, N.J.

Record & Return to:
Elnora Watson
Urban League of Hudson
County Inc.
258 Martin Luther King Drive
Jersey City, NJ 07305

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-043
TITLE: 3.7 APR 24 2019 4.7 MAY 08 2019

Ordinance authorizing the conveyance of city owned property located at 265 Martin Luther King Drive, a/k/a Block 23405, Lot 26, f/k/a Block 1306, Lot 28B to the Urban League of Hudson County, a Non-Profit Corporation pursuant to N.J.S.A. 40A:12-21(k).

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 24 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 08 2019 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			


RECORD OF FINAL COUNCIL VOTE MAY 08 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)


Adopted on first reading of the Council of Jersey City, N.J. on APR 24 2019
Adopted on second and final reading after hearing on MAY 08 2019

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on


Robert Byrne, City Clerk

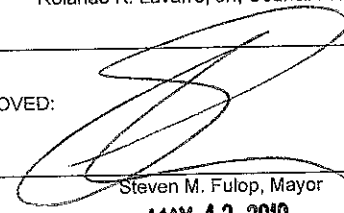
*Amendment(s):

APPROVED:


Rolando R. Lavarro, Jr., Council President

Date

APPROVED:


Steven M. Fulop, Mayor

Date

MAY 13 2019

Date to Mayor

MAY - 9 2019

04.24.19

City Clerk File No. Ord. 19-044
Agenda No. 3.8 1st Reading
Agenda No. 4.8 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-044

TITLE AN ORDINANCE AMENDING CHAPTER 260 (RENT CONTROL) SECTION 260-1 (DEFINITIONS) REVISING THE DEFINITION OF FAIR RETURN USED IN DETERMINING HARDSHIP APPLICATION BY LANDLORD

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

§260-1. - Definitions.

EQUITY IN REAL PROPERTY INVESTMENT—The actual cash contribution of the purchaser at the time of closing of Title and any principal payments to outstanding mortgages subsequent to acquisition of title by the purchaser.

FAIR RETURN—The percentage of return on equity of real property investment. The amount of return shall be measured by the net income before depreciation. A "fair return" on the equity investment in real property shall be considered to be 2.5% above the maximum passbook demand deposit savings account interest rate available in the municipality. ~~[The 6% is provided to reflect the higher risk 3% and lesser liquidity 3% of real property investment in comparison to savings accounts investments.]~~

§260-10. - Hardship rental increases.

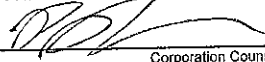
In the event that a landlord cannot meet his or her mortgage payments or operating expenses or does not make a fair return on his or her investment, he or she may apply to the Rent Leveling Board for increased rentals, provided that he or she has owned the building for at least nine months prior to the time he or she applies for an increase.


- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict accidental repealers of existing provisions.


Note: All new material is underlined; words in [brackets] are omitted. For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

TF/mma
01/17/19

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: 

APPROVED: 
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET -

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

Full Title of Ordinance/Resolution

AN ORDINANCE AMENDING CHAPTER 260 (RENT CONTROL) SECTION 260-1 (DEFINITIONS) REVISING THE DEFINITION OF FAIR RETURN USED IN DETERMINING HARDSHIP APPLICATION BY LANDLORD

Initiator

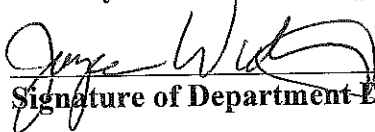
Department/Division	Councilmember	
Name/Title	Joyce Watterman	Councilwoman At Large
Phone/email	201-547-5134	jwatterman@icnj.org

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

Ordinance Purpose

This purpose of this Ordinance is to amend Chapter 260 (Rent Control) section 260-1 (Definitions) revising the definition of the fair return from 6% to 2.5% above the maximum passbook demand deposit savings account interest rate available in the municipality.

I certify that all the facts presented herein are accurate.


Signature of Department Director

April 15, 2019
Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-044
TITLE: 3.8 APR 24 2019 4.8 MAY 08 2019

An ordinance amending Chapter 260 (Rent Control) Section 260-1 (Definitions) revising the definition of fair return used in determining hardship application by landlord.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 24 2019 7-2											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN		✓		RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO		✓		ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 08 2019											
Councilperson <u>LAVARRO</u> moved, seconded by Councilperson <u>RIVERA</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

YVONNE BALCER
JEFF KAPLOWICZ
JOHN GUARINI
JEANNE DALY
VINCENT VERDIRAMO
VIVEK SINGH
CHARLES GORMLEY
RON SIMONCIN
SANDY TULI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAY 08 2019 7-2											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN		✓		RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO		✓		ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on _____

APR 24 2019

Adopted on second and final reading after hearing on _____

MAY 08 2019

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 08 2019

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

MAY 08 2019

APPROVED:

Steven M. Fulop, Mayor

Date

MAY 13 2019

Date to Mayor

MAY - 9 2019

City Clerk File No. Ord. 19-046
Agenda No. 3.10 1st Reading
Agenda No. 4.10 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-046

TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO BLOCK 15801 OF THE TRANSIT ORIENTED DEVELOPMENT NORTH ZONE IN THE MORRIS CANAL REDEVELOPMENT PLAN

WHEREAS, the Municipal Council of the City of Jersey City adopted the Morris Canal Redevelopment Plan in March of 1999, and amended the Plan numerous times subsequently, most recently on January 9, 2019; and

WHEREAS, the amendments proposed herein to the Morris Canal Redevelopment Plan are limited to the paragraphs outlining the requirements and standards for Block 15801 in the TOD-North Zone; and

WHEREAS, the Planning Board of Jersey City, at its meeting of March 26, 2019, reviewed the enclosed amendments; and

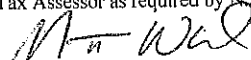
WHEREAS, the Planning Board determined the amendments proposed herein expand affordable housing options in the Plan Area without increasing building heights or bulk; and

WHEREAS, the Planning Board recommended to the Municipal Council that the proposed amendments to the Morris Canal Redevelopment Plan be adopted; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the proposed amendments to the Morris Canal Redevelopment Plan, attached hereto, as recommended by the Jersey City Planning Board on March 26, 2019, be, and hereby is, adopted.

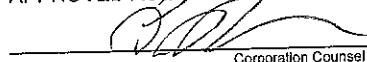
BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

 **ACTING**

Tanya Marione, PP, AICP
Director, Division of City Planning

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: 

APPROVED: 

Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET

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

Full Title of Ordinance

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO BLOCK 15801 OF THE TRANSIT ORIENTED DEVELOPMENT NORTH ZONE IN THE MORRIS CANAL REDEVELOPMENT PLAN

Initiator

Department/Division	HEDC	City Planning
Name/Title	Tanya Marione, PP, AICP	Director
	Matt Ward, PP, AICP	Principal Planner <i>(signature)</i>
Phone/email	201-547-5010	tanyam@cnj.org / mward@cnj.org

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

Ordinance Purpose

Please be advised that on March 26, 2019, at the Regular Meeting of the Planning Board of the City of Jersey City the Board reviewed and commented on the proposed ordinance listed above. The purpose of the amendments to the Ordinance is to amend standards and requirements for Block 15801, Lots 49 & 50. These parcels are in the TOD-North Zone. No additional building height or building bulk is requested. There is, however, additional density requested as part of this amendment. These amendments cap the number of residential units at 169 dwelling units. Additionally, 6.5% of all units are to be restricted as affordable pursuant to a Redeveloper's Agreement. That percentage was adjusted up from 5% by a floor amendment from the Planning Board.

At their meeting, the Planning Board discussed, were provided the opportunity to ask questions and reviewed the amendment and its conformance to the Master Plan. Many members of the public came out in support. After public comments, the Board voted unanimously to recommend to the Council that this ordinance amending the Morris Canal Redevelopment Plan be adopted.

Public outreach was conducted in lead up to these amendments being scheduled before the Planning Board.

NW Financial memo is included for the consideration of the Council dated 1/29/2019

Petitioner of the Amendment prepared memo and tables (2 pages) regarding unit sizes dated 4/11/2019

I certify that all the facts presented herein are accurate.

(Signature) ACTING
Signature of Division Director

4/23/2019
Date

(Signature)
Signature of Department Director

4.23.19
Date

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING AMENDMENTS TO BLOCK 15801 OF THE TRANSIT
ORIENTED DEVELOPMENT NORTH ZONE IN THE MORRIS CANAL
REDEVELOPMENT PLAN**

The purpose of the amendments to the Ordinance is to amend standards and requirements for Block 15801, Lots 49 & 50. These parcels are in the TOD-North Zone. No additional building height or building bulk is requested. There is, however, additional density requested as part of this amendment. These amendments cap the number of residential units at 169 dwelling units. Additionally, 6.5% of all units are to be restricted as affordable pursuant to a Redeveloper's Agreement.

REDLINE BETWEEN CURRENT PLAN AND PROPOSED AMENDMENTS

Proposed Amendments to Section XI(A)(4)(c) of Redevelopment Plan

Subject Property : 256-262 Johnston Avenue
Block 15801, Lots 49 & 50
Jersey City, NJ 07304

Morris Canal Redevelopment Plan

XI. Land Use Zones And Specific Land Use Provisions

A. Transit Oriented Development

4. TOD-North

c. Block 15801 - Lots 49 & 50 shall be governed by the following regulations.

i. Permitted Principal Use –

- Multi-family Residential
- Retail sales of goods and services and Restaurants (Category ~~one~~One & Two) as part of a multi-story building.
- Office and Other Commercial
- Storage Facility
- Independent Living, limited to age restricted and/or special needs restricted housing
- Assisted Living Facilities, whether licensed or unlicensed by the State of New Jersey
- Adult Day Care
- Child Care as part of a multi-story building
- Public Utilities, except that natural gas transmission lines shall be prohibited
- Mixed Uses of the above

ii. Accessory Uses –

- Off-street parking, only within the principal structure
- Health club, meeting & recreation rooms, and other similar facilities; which may also be open to the community.

- iii. Maximum Height -- ~~Maximum building height of 175 feet, consisting of not more than a three (3) level; maximum of two (2) levels of~~ building base (containing off-street parking, lobby area ~~and~~, retail, commercial, office, storage and/or amenity space; ~~not more than thirteen (13) and maximum of fourteen (14)~~ stories of residential dwelling units. Each residential floor shall have a minimum height of nine (9) feet from floor to ceiling. When an automated mechanical parking system is utilized, the number of parking levels within the base may be increased, provided that the height of the base maintains its ~~three (3) two (2)~~ story appearance.
- iv. Maximum Density -- ~~290~~ Not to exceed 169 dwelling units ~~per acre for multi-family residential.~~
- v. Required Setbacks -- None for the ~~three (3) two (2)~~ level base of the building.
- vi. Required Building Stepbacks -- The residential portion of the building above the base shall be setback at least ten (10) feet from the western side property line. The residential portion of the building above the base shall be setback at least fifteen (15) feet from the rear property line running along the railroad right-of-way, except that vertical circulation (i.e. fire stairs, elevator cores, etc.) may be built within this stepback area. The front façade may be built to the front property line.
- vii. Additional Design Standards -- The design of any building in this area may incorporate more contemporary materials and design features. However, materials used in the base of the building and in that portion of the building in closer proximity to the existing townhouses to the west shall consist primarily of masonry. The design of the building shall incorporate visual cues, material changes and/or stepbacks in order to provide an architectural transition from the existing townhouse structures to the higher rise residential structure permitted in this sub-district.
- viii. Special Parking Requirements for Independent and Assisted Living Facilities -- Evidence in the form of testimony and a parking study shall be presented to the Planning Board as part of site plan approval that the parking arrangements proposed will be adequate to service the needs of the intended uses and provide safe and adequate off-street vehicular access for all users of the facility.
- ix. Affordable Housing -- The developer shall dedicate a minimum of at least 6.5% of all residential units constructed as affordable housing in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., and pursuant to the terms of the Redevelopment Agreement which the developer shall execute with the Jersey City Redevelopment Agency (JCRA). The Redevelopment Agreement shall set forth the controls on affordable housing to be constructed as part of the redevelopment project and shall be utilized to certify affordable renters and/or buyers and recertify renters on an annual basis or according to terms in the Redevelopment Agreement for the entire affordability period. All dedicated units shall be affordable to households at or below 80% of the Area Median Income (AMI) as promulgated by the U.S. Department of Housing and Urban Development for a period of 15 years from the issuance of the certificate of occupancy or for the duration of an approved tax abatement, whichever is less.

Date: April 11th, 2019

To: City Council, The City of Jersey City

**Re: 262 Johnston Avenue
Morris Canal Redevelopment Plan Amendment Application**

To all members of City Council of the City of Jersey City,

On behalf of 262 Johnston LLC, we would again like to apologize for the break in process of the ordinance hearing for our application to adopt amendments to Block 15801 of the Transit Oriented Development North Zone in the Morris Canal Redevelopment Plan. We greatly appreciate Council's willingness to carry forward with the first reading of our application despite the confusion.

As requested, please accept this letter and subsequent pages as responses and clarifications to Council's questions that arose at the Caucus on April 8th, 2019, and subsequently at the Council meeting on April 10th, 2019.

It is not our intention, nor is it in our design, to make the future development at 262 Johnston a micro unit project. In fact, none of our units are designed as micro units. Our studio units – in which we have 12 of them – are all 460 square feet, a typical size for studios in Jersey City. Our one-bedrooms range in size from 660-940 square feet and our two-bedrooms range in size from 985-1200 square feet. Such a composition has our average unit size at 829 square feet.

Our development is also proposing a 6.5% affordable unit provision. In regards to our affordable unit location distribution and our affordable unit composition, we will adhere to the requirements of the Jersey City Redevelopment Agency and the Morris Canal Redevelopment Plan.

Please refer to the following spreadsheet which provides more detail to the explanations above. If you have any questions, please contact Robert Giannone at (201) 656-6160. We welcome the ability to speak with you to ensure our vision for this project is effectively articulated to the members of City Council.

Sincerely,

Robert Giannone
262 Johnston LLC
T. 201-656-6160

Building Composition

262 Johnston

4/9/2019

Building SF Breakout

	Gross Comm.	Gross Resi.	Net Lobby/ Amenity	Net Parking / Mech	Total
Total	8,660	166,455	9,527	15,193	199,835

RESIDENTIAL SUMMARY

MARKET RATE UNIT TOTALS		
TYPE	Count	%
Studio	13	8%
1 BR	104	66%
2 BR	40	25%
3 BR	0	0%
Total	157	

AFFORDABLE UNIT TOTALS		
TYPE	Count	%
Studio	0	0%
1 BR	7	64%
2 BR	4	36%
3 BR	0	0%
Total	11	

UNIT TOTALS					
TYPE	Count	Avg. SF	SF Range	Total Net SF	%
Studio	13	460	460	6,440	5%
1 BR	111	763	660-940	84,710	61%
2 BR	44	1,121	985-1200	48,200	35%
3 BR	0	0	0	0	0%
Total	168			139,350	
Average		829	460-1200		

RESIDENTIAL RENTAL RATES

Affordable housing rental rates to be calculated at the JCRA moderate income level as required by the Morris Canal Redevelopment Plan, deemed to be 80% of AMI.

NOTES

Affordable Housing locations to be distributed throughout the building as per JCRA requirements.

MEMORANDUM

To: Matt Ward, Principal Planner, City of Jersey City Division of City Planning

From: Michael Hanley, Principal, NW Financial Group, LLC
Timothy Eismeier, Managing Director, NW Financial Group, LLC

Date: January 29, 2019

RE: 262 Johnston Avenue – Proposed Plan Amendment

Summary

- The proposed amendment (the “Amendment”) to the Morris Canal Redevelopment Plan (the “Redevelopment Plan”) will increase the maximum density for the proposed project at 262 Johnston Avenue (the “Project”) from 112 units to 169 units
- The Amendment provides that 11 of the 169 units will be designated as affordable units at or below 80% of Area Median Income (“AMI”)
- The incremental value to the developer of the 57 additional units would be approximately \$2,973,958
- The value of the rent loss from the affordable units would be approximately \$2,914,321
- The net incremental value to the developer after taking into account the affordable units would be approximately \$59,637.

Background

The City requested that NW Financial Group, LLC (“NW Financial”), as the City’s financial consultant, review the proposed Amendment to provide the City with a valuation of the Project. NW Financial’s approach to this analysis and the resulting valuation are summarized herein. With respect to this valuation, NW Financial utilized the following information from both the City and the developer:

- Estimated project costs
- Projected rents
- Projected unit mix
- A copy of the proposed Amendment

Density Bonus Valuation (Market Capitalization)

The value of the additional 57 units can be calculated by projecting the Net Operating Income ("NOI") that the additional units will generate, dividing the NOI by an assumed capitalization ratio and subtracting the estimated project costs allocable to such units. With respect to estimating NOI, NW Financial's analysis used projections provided by the developer with respect to revenues but used lower operating expenses based on comparable projects reviewed by NW Financial. Exhibit 1 below provides an estimate of NOI of the Project at 100% market rate units:

Exhibit 1

Projected Net Operating Income

Gross Potential Revenue	\$1,660,252
Less: Vacancy	(83,012)
Annual Revenue	\$1,577,240
Operating Expenses	\$473,172
Net Operating Income	\$1,104,068

As Exhibit 1 indicates, the projected NOI of the additional 57 units at 100% market rate rents would be approximately \$1,104,068. To calculate a market value of the units, this NOI is divided by an assumed capitalization rate (in this case 5.50%, based on current market conditions plus a certain amount of cushion that considers the development risk associated with the Project). Exhibit 2 on the following page provides a summary of the market value of the Project based on the above NOI and assumed capitalization rate.

Exhibit 2

Market Value of Project at 100% Market Rate

Net Operating Income	\$1,104,068
Capitalization Rate	5.50%
Market Value	\$20,073,958

The net value of the Project is calculated by subtracting the estimated project costs to build the Project from the projected market value. In this case, the Developer provided a per unit project cost of \$345,754. This project cost per unit, however, resulted in a negative incremental value after considering the rent

loss from the affordable units. As a result, NW Financial's analysis incorporated a lower per unit project cost of \$300,000. Exhibit 3 below provides a calculation of net value after project costs of the Project:

Exhibit 3

Net Value After Project Costs

Market Value	\$20,073,958
Estimated Project Costs	\$17,100,000
Net Value	\$2,973,958

As provided in Exhibit 3, the net value of the additional units under this methodology would be approximately \$2,973,958.

Value of Rent Loss from On-Site Affordable

As per the proposed Amendment, the Developer has proposed to include 11 affordable units in the Project. The value of this loss in rent (difference between market rate and affordable rents) can be calculated by dividing the annual rent loss (\$160,288) by an assumed capitalization rate of 5.5%. **The resulting market value of the rent loss from the on-site affordable units would be \$2,914,321.**

Conclusion

Exhibit 4 below provides a comparison of value to developer of proposed additional units to the concessions required by the existing Redevelopment Plan and the proposed Amendment.

Exhibit 4

Net Incremental Value to Developer

Net Project Value	\$2,973,958
Less: Affordable Rent Loss	(2,914,321)
Net Incremental Value	\$59,637

As Exhibit 4 indicates the net value under the existing Redevelopment Plan and the proposed plan Amendment is approximately \$59,637. Given the scope of the project, this net incremental value is a reasonable return for the developer.

It is important to remember that different sites and different redevelopment areas will produce significantly different results. Revenue, site conditions, efficiency of site, parking requirements and type of construction all have significant impact on value of land. In addition, larger scale projects will be unlikely to accept below market rates of return as might be seen on smaller projects with less-experienced developers.

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-046
TITLE: 3.10 APR 24 2019 4.10

MAY 08 2019

Ordinance of the Municipal Council of the City of Jersey City adopting
amendments to Block 15801 of the Transit Oriented Development North
Zone in the Morris Canal Redevelopment Plan

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 24 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 08 2019 7-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>ROBINSON</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	ABSENT			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAY 08 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 24 2019
Adopted on second and final reading after hearing on MAY 08 2019

This is to certify that the foregoing Ordinance was adopted by
the Municipal Council at its meeting on MAY 08 2019

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

04.24.19

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date MAY 08 2019

APPROVED:

Steven M. Fulop, Mayor

Date MAY 13 2019

Date to Mayor MAY -9 2019