


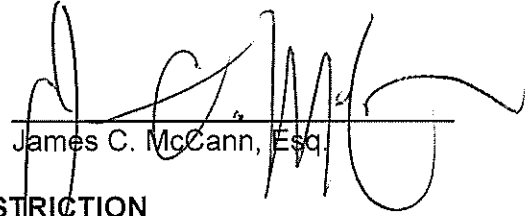
Hudson County Recording Data Page Honorable Diane Coleman Hudson County Register 	Official Use Only – Barcode Hudson County Register 20200204010012790 Bk: 9469 Pg: 251 02/04/2020 02:29 PM DEED DIANE COLEMAN Hudson County, Register of Deeds Receipt No. 12169
Official Use Only – Record & Return	<i>Off</i>
Date of Document: DECEMBER 27, 2019	Type of Document: DECLARATION OF DEED RESTRICTIONS
First Party Name: 184 MORGAN STREET FEE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP	Second Party Name: CITY OF JERSEY CITY
Additional Parties:	

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

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

HUDSON COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.
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Prepared By:


James C. McCann, Esq.

DECLARATION OF DEED RESTRICTION
For 184 Morgan Street, Jersey City, New Jersey
Block 11507, Lot 6.01 f/k/a as Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22

This Declaration of Deed Restriction ("Declaration") is made as of this 27th day of December, 2019, by **184 Morgan Street Fee Owner, L.P.**, a Delaware limited partnership, with offices located at 201 Montgomery Street, Jersey City, New Jersey, ("**Declarant**"), in favor of the **City of Jersey City**, a municipal corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 ("**City**").

RECITALS

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property commonly known as 184 Morgan Street, Jersey City, New Jersey 07302, designated as Block 11507, Lot 6.01 f/k/a Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 on the Official Tax Map of the City of Jersey City and more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is located within the Morgan/Grand/Marin Redevelopment Plan area ("Redevelopment Plan"); and

WHEREAS, the Declarant was granted a Preliminary Major Site Plan Approval and Final Major Site Plan Approval for the Property on October 18, 2016 as memorialized by Resolution of the Jersey City Planning Board dated June 27, 2017 and corrected on October 19, 2017 as amended by an Amended Preliminary and Final Site Plan Approval for the Property granted on May 7, 2019 as memorialized by Resolution of the Jersey City Planning Board dated June 4, 2019 (collectively the "Site Plan Approval"); and

WHEREAS, the Declarant and the Jersey City Redevelopment Agency entered into that certain Amended and Restated Redevelopment Agreement for the redevelopment of the Property dated November 18, 2018 recorded in the Hudson County Register's Office on August 1, 2019 in Deed Book 9421, Page 803 as amended by the First Amendment to the Amended and Restated Redevelopment Agreement dated January 15, 2020 and recorded in the Hudson County Register's Office on January 21, 2020 in Deed Book 9465, Page 956 (collectively the "Redevelopment Agreement"); and

WHEREAS, the Site Plan Approval and the Redevelopment Agreement authorize the Declarant to construct a mixed-use project containing approximately 482 residential units including 153 studio units, approximately 243 one-bedroom units, approximately 77 two-

bedroom units, and 9 three bedroom units, approximately 121 parking spaces, a theater (as hereinafter described), approximately 2,600 square feet of retail space, and certain other on-site and off-site improvements, all in accordance with the site plans approved by the Jersey City Planning Board the "Project"); and

WHEREAS, in order for the Declarant to comply with certain community benefit provisions of the Redevelopment Plan, the Site Plan Approval, and the Redevelopment Agreement require the Declarant to:

A. construct, at its sole cost and expense, a 6,273 square foot theater plus a 919 square foot shared loading/staging area with: (i) column free seating for an audience of 125 persons; (ii) a stage, (iii) a back stage, (iv) a rehearsal area; (v) dressing rooms, (vi) an entry lobby at street level; (vii) theater appropriate signage with a marque area; (viii) a lounge and café area with appropriate preparations facilities; (ix) offices; (x) storage areas; (xi) a coat room and ticket room; (x) a mezzanine with back of the house space; and (xi) fully operational electric systems, HVAC equipment and facilities necessary for the operation of the theater (collectively the "Theater");

B. make the Theater available to an institution of higher education, nonprofit theater arts group or community group for no rent for a period not less than twenty (20) years from the date of the issuance of a certificate of occupancy; and

C. select the initial Theater occupant and replacement Theater occupants from time to time by soliciting proposals from eligible groups and institutions which proposals shall be reviewed by a committee composed of a representative of the City's Dept. of Cultural Affairs (or if City departments shall be reorganized, a representative identified by the City Administration from a department with a similar role and function); the Mayor or his designee; and a representative of the Redeveloper; and

WHEREAS, the Redevelopment Plan, Site Plan Approval and the Redevelopment Agreement require the Declarant to record a deed restriction in a form acceptable to the City of Jersey City memorializing the Theater Deed Restrictions prior to the issuance of any certificate of occupancy for the Project; and

WHEREAS, the form of this Declaration has been approved on behalf of the City of Jersey City by correspondence to the Declarant dated November 14, 2019.

NOW THEREFORE, in consideration of the facts recited above and such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Declarant and its successors and assigns hereby agree that the Property is made and declared to be subject to the following covenants, reservations, and restrictions as set forth herein:

1. The Theater Deed Restrictions.

A. The Declarant hereby covenants and agrees that the Declarant shall construct, at its sole cost and expense, a 6,273 square foot theater plus a 919 square foot shared loading/staging area with: (i) column free seating for an audience of 125 persons; (ii) a stage, (iii) a back stage, (iv) a rehearsal area; (v) dressing rooms, (vi) an entry lobby at street level; (vii) theater appropriate signage with a marque area; (viii) a lounge and café area with

appropriate preparations facilities; (ix) offices; (x) storage areas; (xi) a coat room and ticket room; (x) a mezzanine with back of the house space; and (xi) fully operational electric systems, HVAC equipment and facilities necessary for the safe and effective operation of the theater (collectively the "Theater").

B. The Declarant hereby covenants and agrees that the Declarant shall make the Theater available to an institution of higher education, nonprofit theater arts group or community group for no rent for a period not less than twenty (20) years from the date of the issuance of a certificate of occupancy for the Theater.

C. The Declarant hereby covenants and agrees that the Declarant shall select the initial Theater occupant and replacement Theater occupants from time to time by soliciting proposals from eligible groups and institutions which proposals shall be reviewed by a committee composed of a representative of the City's Dept. of Cultural Affairs (or if City departments shall be reorganized, a representative identified by the City Administration from a department with a similar role and function); the Mayor or his designee; and a representative of the Redeveloper.

The items set forth in section 1.A through 1.C set forth above are collectively referred to herein as the "Theater Deed Restrictions".

2. Use. The Declarant reserves to itself all rights as the owner of the Property and Project, including, but not limited to, the right to engage in all uses of the Property and Project not inconsistent with the Theater Deed Restrictions. The Declarant shall have the right to use and occupy the Property and Project for the purpose of developing, maintaining and operating a residential apartment building for lease by tenants or a condominium for the sale of condominium units. The Declarant shall not permit the Property and Project to be used for any other purpose which is inconsistent with the Redevelopment Plan.

3. Restrictions as Binding. This Declaration shall be binding on the Declarant, its successors and assigns, and each purchaser accepting title to the Property and Project (or any portion thereof). No purchaser or any other third party acquiring any interest in the Property or Project (or portion thereof) shall have the right to convey the same free and clear of the Theater Deed Restrictions. The failure of the Declarant to include the Theater Deed Restrictions in any conveyance or deed shall not free the Property and Project (or any portion thereof) of the burden of the Theater Deed Restrictions.

4. Covenants Running with the Land. The Theater Deed Restrictions are hereby declared covenants running with the land and title to the Property. This Declaration shall continue in full force and effect for a period of twenty (20) years beginning on the date of the issuance of the certificate of occupancy for the Theater and ending on the twentieth anniversary of the date of the issuance of the certificate of occupancy for the Theater at which time the Theater Deed Restrictions shall expire and be of no further force and effect, unless otherwise amended or terminated earlier. All covenants, reservations, and restrictions imposed by this Declaration are binding upon the Declarant and its successors and/or assigns for the duration of this entire twenty (20) year period.

5. All subsequent contracts, deeds, mortgages subject to this Declaration. Each and every contract, deed, mortgage or other instrument hereafter executed covering, pertaining to or

conveying the Property or Project, and any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the Theater Deed Restrictions regardless of whether the Theater Deed Restrictions are set forth in such contract, deed, mortgage or other instruments. If a portion or portions of the Property or Project is conveyed, the Theater Deed Restrictions shall run to that portion of the Project used as the Theater.

6. Incorporation. The Recitals set forth at the beginning of this Declaration are hereby incorporated by reference into and made a part of this Declaration as if set forth at length in this Declaration.

7. Recordation. This Declaration shall be recorded with the Hudson County Register, at Declarant's sole cost and expense.

8. Proof of Execution. Upon written demand and sixty (60) days' notice by the City, the Declarant shall submit reasonable documentation to the City to ensure that the terms and conditions of this Declaration have not been violated. Notwithstanding the forgoing, in no event shall the Declarant be considered to have breached this Declaration until the expiration of a sixty (60) day notice-and-cure period.

9. Foreclosure. This Declaration shall remain in full force and effect despite the entry of any judgment of foreclosure with respect to any mortgage or other lien secured by the Property or Project. It is the express intent of the Declarant and the City that this Declaration shall survive any Final Judgment of Foreclosure and shall continue to run with the land for the remainder of the term of the Declaration.

10. Jurisdiction: Venue. This Declaration, and the restrictions set forth in it, shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Such laws shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation hereof. The undersigned irrevocably agree that in the event of any dispute shall lie in any court of competent jurisdiction in Hudson County, New Jersey.

11. Invalidity of Restriction. If any condition, covenant or restriction herein shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

12. Remedies for Breach. Upon the occurrence of a breach of any of the terms of this Declaration by Declarant, the City shall have all remedies provided at law or equity.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the 27
day of December, 2019.

184 MORGAN STREET FEE OWNER, L.P.
a Delaware limited partnership

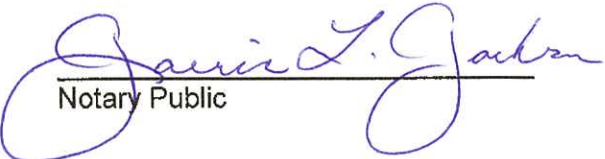
By: 184 Morgan Street Fee GP, L.L.C.
a Delaware limited liability company

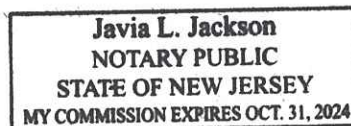
By: 
Name: Eric Silverman
Title: Authorized Signatory

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

I certify that on this 27 day of December, 2019, ERIC SILVERMAN, personally came before me and stated under oath and to my satisfaction that:

- a.) This person was the subscribing witness to the signing of the attached Declaration of Deed Restriction;
- b.) The Declaration of Deed Restriction was signed by ERIC SILVERMAN, who is the Authorized Signatory of 184 Morgan Street Fee, GP, L.L.C. , the General Partner of 184 MORGAN STREET FEE OWNER, L.P. a Delaware limited partnership, the entity named in this Agreement, and was fully authorized to and did execute this First Amendment to the Amended and Restated Redevelopment Agreement on its behalf; and
- c.) The subscribing witness signed this proof under oath to attest to the truth of these facts.


Notary Public



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DEED
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