

TOWNSHIP OF MAPLEWOOD



RESOLUTION NO. 84-14

RESOLUTION APPROVING LEASE EXTENSION WITH THE UNITED STATES POSTAL SERVICE

WHEREAS, the United States Postal Service ("USPS") entered into a lease with the Township of Maplewood ("Township") for a term of fifty-five (55) years (the "Lease"); and

WHEREAS, the ground Lease expired on November 9, 2013; and

WHEREAS, the Lease has been extended through July 9, 2014; and

WHEREAS, USPS and the Township desire to extend the Lease on the same terms and conditions as the Lease between the USPS and the Janice U. Finkle, IRR Trust, through July 31, 2014.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

- (1) The Lease between the USPS and the Township be and is hereby extended through July 31, 2014, pursuant to the terms and conditions as more particularly set forth on the Lease extension annexed hereto.
- (2) The Township Mayor and the Township Clerk be and are hereby authorized to sign the Lease Extension on behalf of the Township of Maplewood.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on April 15, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the
Township of Maplewood in the County of Essex and State of New Jersey, on this 15th of April 2014.

ELIZABETH J. FRITZEN, R.M.C.
Township Clerk

Facility Name/Location
MAIN OFFICE (334845-002)
160 MAPLEWOOD AVE, MAPLEWOOD, NJ 07040-9998

Amendment No: 004
Lease: ao0000135147

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 12/19/2003, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 05/10/2014 and ending 07/31/2014 at an annual rental of \$147,852.00.

All parties hereby agree as follows:

The Lease shall be amended to provide that rental payments in the amount of \$147,852.00/annum from May 10, 2014 through July 31, 2014. USPS will also provide additional rent payments in the amount of \$34,932.45/annum payable monthly for the equivalent of the previous tax liability. USPS is responsible for maintenance along with roof and structure during the tenancy. Any existing structural defects or roof issues do not revert to USPS responsibility. USPS understands that building will be vacated free of all fixtures & debris and in broom clean condition no later than 7/31/2014. Since the facility is scheduled for demolition, the Landlord will not require any restoration of the facility by the Postal Service upon vacating.

In all other respects, the Lease shall remain the same and is hereby confirmed.

JMK

EXECUTED BY LANDLORD this 15th day of April, 2014.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: Township of Maplewood NJ

Victor De Luca
Name & Title Victor DeLuca, Mayor Name & Title

Name & Title Name & Title

Name & Title Name & Title

Name & Title Name & Title

Landlord's Address: TOWNSHIP OF MAPLEWOOD

574 VALLEY STREET

MAPLEWOOD, NJ

Zip+407040-2669

Landlord's Telephone Number(s): 973-762-8120

Federal Tax Identification No.: XX-XXX2065

Witness [Signature] Witness
Roger J. Desiderio

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: 4.28.2014

Michael Legrand
Contracting Officer

[Signature]
Signature of Contracting Officer

Capital Metro FSO,
Address of Contracting Officer
P.O. Box 27499
Greensboro, NC 27498-1103