

TOWNSHIP OF MAPLEWOOD



RESOLUTION NO. 80-15

**RESOLUTION
DESIGNATING MAPLEWOOD REDEVELOPERS, LLC
AS REDEVELOPER OF THE POST OFFICE SITE
PURSUANT TO THE LOCAL REDEVELOPMENT
AND HOUSING LAW, *N.J.S.A. 40A:12A-1 ET SEQ.*
AND AUTHORIZING THE EXECUTION
OF A REDEVELOPMENT AND LAND DISPOSITION AGREEMENT
AND RELATED AGREEMENTS TO PROVIDE FOR THE TRANSFER
AND REDEVELOPMENT OF THE SAME**

WHEREAS, the Township of Maplewood, in the County of Essex, New Jersey (the "Township"), a public body corporate and politic of the State of New Jersey, is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "Redevelopment Law") to determine whether certain parcels of land within the Township constitute "an area in need of rehabilitation" or "an area in need of redevelopment"; and

WHEREAS, the Township Committee (the "Committee"), pursuant to and in accordance with the Redevelopment Law, heretofore designated property commonly known as the "Post Office Site" and designated as Block 13.09, Lots 180, 181 and 185 on the tax maps of the Township as "an area in need of rehabilitation" (the "Rehabilitation Area"); and

WHEREAS, on July 16, 2013 the Committee duly adopted an ordinance implementing a redevelopment plan for the Rehabilitation Area (the "Redevelopment Plan"); and

WHEREAS, pursuant to *N.J.S.A. 40A:12-4*, the Township has determined to act as the "redevelopment entity" (as such term is defined at *N.J.S.A. 40A:12A-3* of the Redevelopment Law) for the Rehabilitation Area; and

WHEREAS, the Township is the fee owner of the Rehabilitation Area; and

WHEREAS, the Township has determined that a portion of the Rehabilitation Area as described at Exhibit A attached hereto (the "Property") is no longer needed for public use, and that the redevelopment thereof in accordance with applicable provisions of the Redevelopment Plan will contribute to the rehabilitation and reinvigoration of the Township and to the social and economic improvement of the Township in accordance with the objectives of the Redevelopment Law; and

WHEREAS, Maplewood Redevelopers, LLC (the "Redeveloper") proposes to acquire the Property to develop, construct and implement thereon a mixed-use project consisting of 20 market-rate residential apartments, approximately 9,145 square feet of retail space and underground and surface parking and related improvements (the "Project"); and

WHEREAS, the Township has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and desires to sell the Property to Redeveloper to effect the same; and

WHEREAS, in order to effectuate the Redevelopment Plan, the Project and the rehabilitation of the Rehabilitation Area, the Committee has determined to enter into a redevelopment and land disposition agreement with the Redeveloper (the "Redevelopment Agreement"), which establishes Redeveloper as the "redeveloper" of the Project, as that term is

defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Township and the Redeveloper with respect to the Project and the terms and conditions of the transfer of the Property, including but not limited to the provision of certain easements with respect thereto,

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Maplewood, in the County of Essex, New Jersey as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. REDEVELOPER DESIGNATED; EXECUTION OF REDEVELOPMENT AGREEMENT AND RELATED AGREEMENTS AUTHORIZED

(a) The Mayor is hereby authorized to execute the Redevelopment Agreement, substantially in the form attached hereto as Exhibit B, subject to modification or revision deemed necessary and appropriate in consultation with counsel, and to take all other necessary and appropriate action to effectuate such Redevelopment Agreement.

(b) The Municipal Clerk is hereby authorized and directed, upon the execution of the Redevelopment Agreement in accordance with the terms of Section II (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(c) Upon execution of the Redevelopment Agreement, and so long as the Redevelopment Agreement remains in full force and effect, the Redeveloper is hereby designated as "redeveloper" for the Project in accordance with the Redevelopment Law.

(d) The Mayor is further hereby authorized, upon the execution of the Redevelopment Agreement in accordance with the terms of Section II(a) hereof, to execute the Purchase and Sale Agreement defined therein, substantially in the form attached as Exhibit F thereto, and to execute the easement and maintenance agreements described therein, substantially in the form attached as Exhibits G-1 and G-2 thereto, with each of the agreements described in this Section II(d) being subject to modification or revision deemed necessary and appropriate in consultation with counsel, and to take all other necessary and appropriate action to effectuate the agreements described in this Section II(d). Upon the execution of each such agreement in accordance with the terms of this Section II(d), the Municipal Clerk is hereby authorized and directed to attest to the signature of the Mayor upon such document, and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

III. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. AVAILABILITY OF THE RESOLUTION

A copy of this Resolution shall be available for public inspection at the offices of the Township.

V. EFFECTIVE DATE

This Resolution shall take effect immediately.

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 copy of the resolution adopted by the Township Committee of the Township of Maplewood at a meeting

held on April 7, 2015 as the same is taken from and compared with the original now remaining on file and of record in my office.

IN WITNESS WHEREOF, I have set my hand and affixed the corporate seal of the Township of Maplewood, this 7th day of April 2015.

ELIZABETH J. FRITZEN, RMC, Township Clerk

EXHIBIT A

Description of the Property

EXHIBIT B
Redevelopment Agreement

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REDEVELOPMENT AND LAND DISPOSITION AGREEMENT

By and Between

THE TOWNSHIP OF MAPLEWOOD

As Redevelopment Entity

and

MAPLEWOOD REDEVELOPERS, LLC

as Redeveloper

Dated: _____, 2015

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THIS REDEVELOPMENT AND LAND DISPOSITION AGREEMENT (“Redevelopment Agreement”) is made this _____ day of _____, 2015 by and between:

THE TOWNSHIP OF MAPLEWOOD, a municipal corporation of the State of New Jersey, having its offices at 574 Valley Street, Maplewood, New Jersey 07040 in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4(c) (hereinafter referred as the “Township”);

AND

MAPLEWOOD REDEVELOPERS, L.L.C., a New Jersey limited liability company, having its offices at 54 Horse Hill Road, Suite 201, Cedar Knolls, New Jersey 07927 (together with permitted successors or assigns as hereinafter provided, referred to as the “Redeveloper”). The Township and the Redeveloper are sometimes collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the Township Committee of the Township of Maplewood (the “Committee”) pursuant to and in accordance with the requirements of the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “LRHL”) heretofore designated an area in need of rehabilitation commonly known as the “Post Office Site” and identified as Block 13.09, Lots 180, 181 and 185 on the tax maps of the Township (the “Rehabilitation Area”); and

WHEREAS, on July 16, 2013 the Committee duly adopted an ordinance implementing a redevelopment plan for the Rehabilitation Area (the “Redevelopment Plan”); and

WHEREAS, pursuant to N.J.S.A. 40A:12-4, the Township has determined to act as the “redevelopment entity” (as such term is defined at N.J.S.A. 40A:12A-3 of the LRHL) for the Rehabilitation Area; and

WHEREAS, the Township is the fee owner of the Rehabilitation Area; and

WHEREAS, the Township has determined that a portion of the Rehabilitation Area as described at Exhibit A attached hereto (the “Property”) is no longer needed for public use, and that the redevelopment thereof in accordance with applicable provisions of the Redevelopment Plan and the development of the Project (as defined below) will contribute to the rehabilitation and reinvigoration of the Township and to the social and economic improvement of the Township in accordance with the legislative intent, goals and objectives of the LRHL; and

WHEREAS, the Township is willing to sell the Property to the Redeveloper at the price and on the terms and conditions hereinafter set forth, and

WHEREAS, the Redeveloper proposes to acquire the Property from the Township on the terms and conditions set forth in this Agreement, to develop, finance, construct and implement thereon twenty (20) market-rate rental apartment units, approximately 9,145 square feet of retail space, and 21 underground and 45 surface parking spaces on site, and related improvements (collectively, the “**Project**”); and

WHEREAS, the Township has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances and regulations; and

WHEREAS, in order to effectuate the Redevelopment Plan, the Project and the rehabilitation of the Rehabilitation Area, the Committee has determined to enter into this Redevelopment Agreement with the Redeveloper, which Redevelopment Agreement designates Redeveloper as the “redeveloper” of the Project as that term is defined in the LRHL, and which specifies the respective rights and responsibilities of the Township and the Redeveloper with respect to the Project, and the terms and conditions of the transfer of the Property, including but not limited to the provision of certain easements with respect thereto,

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1

DEFINITIONS

1.01. Definitions. As used in this Redevelopment Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Redevelopment Agreement shall include the corresponding masculine, feminine and neuter. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Redevelopment Agreement unless otherwise specified.

(a) The following terms shall have the meanings ascribed to them in the Recitals to this Redevelopment Agreement:

Committee
LRHL
Parties
Property
Project
Redeveloper
Redevelopment Agreement
Redevelopment Plan
Rehabilitation Area
Township

(b) The following terms shall have the definitions ascribed to them herein:

“**Affiliate**” means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

“**Appeal Period**” shall mean the period of time specified by statute or court rule within which an appeal may be taken by any party from the grant of any Governmental Approval.

“**Applicable Laws**” means all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the LRHL, the MLUL, relevant construction codes including construction codes governing access for people with disabilities, and such other applicable zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“**Bond**” is defined in Section 5.04(b).

“**Building Permit**” means a building permit issued by or on behalf of the Township for construction of the Project, excluding a demolition permit but including a footings and foundation permit.

“**Business Days**” means all days except Saturdays, Sundays and the days observed as public holidays by the Township.

“**Certificate of Completion**” means written acknowledgement by the Township in recordable form that the Redeveloper has Completed Construction of the Project in accordance with the requirements of this Redevelopment Agreement, substantially in the form annexed hereto as Exhibit D.

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“Certificate of Occupancy” means a temporary or permanent certificate of occupancy as defined in the applicable ordinances of the Township and the applicable provisions of the Uniform Construction Code.

“Closing Date” means the date on which the Township conveys title to the Property to Redeveloper.

“Commencement”, “Commence Construction”, “Commencement of Construction”, or “Commencement Date” means the undertaking of any actual physical construction of any portion of the Project, including demolition, site preparation, environmental remediation, construction of Improvements or construction or upgrading of infrastructure.

“Completion”, “Completion of Construction”, “Complete Construction”, or “Completion Date” means the completion of construction of the Project in accordance with the Redevelopment Plan and this Redevelopment Agreement, sufficient for issuance of a Certificate of Occupancy and subject only to (i) completion of “punchlist” items or minor conditions of the Governmental Approvals, and (ii) installation of landscaping, if the delay in completion thereof is necessitated by seasonal concerns.

“Completion Notice” means written notification to the Township of Completion of Construction of the Project and request by Redeveloper for the issuance by the Township of a Certificate of Completion.

“Construction Event of Default” means if Redeveloper (i) fails to Commence Construction within the time frame specified in this Agreement (as same may be modified pursuant to the terms hereof and subject to Force Majeure); or (ii) abandons the Project or substantially suspends construction work after obtaining a Building Permit or Commencement of Construction without the prior knowledge and consent of the Township for more than 180 days (unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension under clauses (i) or (ii) shall not be cured, ended, or remedied within sixty (60) days after receipt by the Redeveloper of notice of such failure, abandonment or suspension; provided, however, that if the failure, abandonment or suspension is one that cannot be completely cured within sixty (60) days after receipt of such notice, it shall not be a Construction Event of Default as long as the Redeveloper promptly began to take actions to correct the failure, abandonment or suspension upon its receipt of notice thereof and is proceeding with due diligence to remedy the failure, abandonment or suspension as soon as reasonably practicable.

“Control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to the Redeveloper, the power, directly or

indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“**County**” means Essex County, New Jersey.

“**Declaration of Covenants and Restrictions**” or “**Declaration of Restrictions**” means a written instrument to be executed by Redeveloper and recorded in the Office of the Essex County Register, substantially in the form annexed hereto as Exhibit B, intended to encumber the Property and to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise expressly provided therein, setting forth certain statutory and contractual undertakings of and restrictions applicable to Redeveloper and its permitted successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project, all as more particularly described in Article 3.

“**Deed**” means a bargain and sale deed with covenant against grantor’s acts by which the Township, as seller, shall convey to Redeveloper, as buyer, title to the Property pursuant to the Purchase and Sale Agreement.

“**Effective Date**” means the date this Redevelopment Agreement has been executed by the both the Township and the Redeveloper.

“**Environmental Laws**” means all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”) (42 U.S.C. sect. 9601-9675); the Resource Conservation and Recovery Act of 1976 (“**RCRA**”) (42 U.S.C. sect. 6901 et seq.); the Clean Water Act (33 U.S.C. sect. 1251 et seq.); the New Jersey Spill Compensation and Control Act (the “**Spill Act**”) (*N.J.S.A. 58:10-23.11 et seq.*); the Industrial Site Recovery Act, as amended (“**ISRA**”) (*N.J.S.A. 13:1K-6 et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (*N.J.S.A. 58:10A-21 et seq.*), the New Jersey Water Pollution Control Act (*N.J.S.A. 58:10A-1 et seq.*); the New Jersey Environmental Rights Act (*N.J.S.A. 2A:35A-1 et seq.*); the New Jersey Site Remediation Reform Act (*N.J.S.A. 58:10C-1 et seq.*); and the rules and regulations promulgated under any of the foregoing.

“**Escrow Account**” is defined in Section 9.02(a).

“**Escrow Deposit**” is defined in Section 9.02(a).

“**Estoppel Certificate**” is defined in Section 7.12.

“**Event of Default**” is defined in Section 6.01.

“**Existing Members**” means the Persons owning membership interests in the Redeveloper as of the date of this Agreement, which Persons are set forth in Exhibit E annexed hereto.

“**Force Majeure Event**” means causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, third-party litigation that enjoins implementation of the Project; declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials; and severe economic, financial or market conditions affecting the region (and not unique to the Project) that inhibits the procurement of financing for the Project or that renders the development and marketing of the Project on the terms set forth in the Redevelopment Agreement economically infeasible (provided that Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project.)

“**Foreclosure**” is defined in Section 8.03(b).

“**Governmental Approvals**” means all governmental approvals required for the Commencement of Construction, Completion of Construction, and use and occupancy of the Project, including, without limitation, site plan approval by the Planning Board; deviations and waivers from the Redevelopment Plan, as described at Exhibit I attached hereto, if necessary, and any other deviations that may be required for the Project; County planning board approvals, if and to the extent required; Building Permits; environmental permits, approvals, consents or authorizations from NJDEP and any other applicable governmental agencies; sewerage capacity approvals, utilities-related permits and any and all other necessary governmental permits, licenses, consents and approvals.

“**Improvements**” shall mean all improvements constructed as part of the Project.

“**Institution**” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance

company, a real estate investment trust, an educational institution or a state, municipal or similar public employee's welfare, pension or retirement system or any corporation or entity subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, or any Affiliate of the foregoing.

"LEED" means the Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ of the U.S. Green Building Council.

"MLUL" means the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.*

"Mortgage" means any security interest, evidenced by a written instrument, encumbering the Property, or any portion thereof, that secures the performance of obligations or the payment of debt, including, without limitation, any grant of, pledge of, or security interest in, any collateral, or any grant, directly or indirectly, of any deed of trust, mortgage or similar instrument or any other security whatsoever.

"Mortgagee" Shall mean the holder of any Mortgage and any Affiliate(s) of such holder, including entities affiliated with such holder that own or exercise control over real property.

"NJDEP" means the New Jersey Department of Environmental Protection, and any successors in interest.

"Notice" is defined in Section 7.08.

"Permitted Transfers" is defined in Section 3.05(B).

"Person" means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, urban renewal entity, institution, or any other entity.

"Planning Board" means the Planning Board of the Township.

"Purchase and Sale Agreement" means the agreement set forth in Exhibit F annexed hereto setting forth the terms and conditions pursuant to which the Township agrees to sell the Property to Redeveloper and Redeveloper agrees to purchase the Property from the Township

"Purchase Price" means One Million, Two Hundred and Fifty Thousand Dollars (\$1,250,000), as further described in the Purchase and Sale Agreement.

“**Redevelopment Entity**” means the Township acting in its capacity as a redevelopment entity pursuant to the LRHL and any permitted successors or assigns.

“**State**” means the State of New Jersey.

“**Township Costs**” shall mean (i) all reasonable outside professional and consultant fees, out of pocket costs or expenses incurred by the Township arising out of or in connection with the preparation, performance, administration, or enforcement of this Redevelopment Agreement or arising out of or in connection with the Project, after the date of this Agreement; (ii) subject to Redeveloper’s termination rights pursuant to Section 6.07 herein, litigation costs arising out of or in connection with a dispute with a third party with respect to this Redevelopment Agreement or the Project; and (iii) any other out of pocket fee, cost or expense reasonably incurred by the Township, after the date of this Agreement, to satisfy its obligations under this Agreement or in furtherance of the Project, but shall not include any and all costs incurred in connection with Redeveloper’s site plan application to the Planning Board and governed by the escrow deposited by Redeveloper in connection with such application in accordance with the MLUL.

“**Township Construction Official**” means Robert J. Mittermaier, or his successor or designee.

“**Township Engineer**” means Thomas Malavasi, P.E., P.P., C.M.E., or his successor or designee.

“**Transfer**” means prior to Completion of the Project (i) a sale or re-conveyance of all or any portion of the Property or Project by Redeveloper to any other Person; (ii) a sale, pledge, joint venture, equity investment, or any other act or transaction involving or resulting in a change in Control of Redeveloper as it exists on the date of this Redevelopment Agreement, (iii) a transfer of 10% or more of the membership interest in Redeveloper to a Person other than an Institution, or (iv) any assignment of this Redevelopment Agreement to any other Person.

SECTION 1.02. Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms "hercby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.01. Designation as Redeveloper. The Township hereby designates and appoints the Redeveloper as redeveloper of the Project on the Property. For so long as this Redevelopment Agreement and the designation hereunder remain in effect, Redeveloper shall have the exclusive right to redevelop the Property in accordance with the Redevelopment Plan, the Governmental Approvals, the LRHL and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement.

2.02. Representations and Warranties of the Township. The Township hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect;

(b) The Township is a municipal corporation, duly organized and existing under the laws of the State, that has the legal power, right and authority pursuant to the LRHL to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or

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actions contemplated hereby, and to perform its obligations hereunder, and has duly executed this Redevelopment Agreement;

(c) All requisite action has been taken by the Township and all requisite consents have been obtained in connection with the entering into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, and the consummation of the transactions contemplated hereby, and to the best of the Township's knowledge and belief are authorized by all Applicable Laws;

(d) To the best knowledge of the Township there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Township entering into or performing its obligations under this Redevelopment Agreement;

(e) This Redevelopment Agreement has been duly executed by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party;

(f) The Township represents that, to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Redevelopment Plan or this Redevelopment Agreement or any action or act taken or to be taken by the Township pursuant to the Redevelopment Plan or Redevelopment Agreement; and

(g) The uses of the Property, as contemplated by this Redevelopment Agreement, are authorized by the LRHL, Applicable Laws and the Redevelopment Plan.

2.03. Representations and Warranties of Redeveloper. Redeveloper hereby makes the following representations and warranties:

(a) Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Redevelopment Agreement.

(b) Redeveloper is a duly organized and a validly existing legal entity under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf.

(c) No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date;

(d) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed;

(e) No indictment has been returned against Redeveloper or any officer or shareholder of Redeveloper;

(f) Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party;

(g) Subject to obtaining construction financing, Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating, and maintaining the Project;

(h) To the best of Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;

(i) Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party;

(j) To the best of Redeveloper's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the Township and its agents, including but not limited to, McManimon, Scotland & Baumann, LLC, are true and correct in all respects. Redeveloper acknowledges that the facts and representations contained in the information, submitted by Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement; and

(k) To the best of their knowledge after diligent inquiry, Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Township for any property situated in the Township.

ARTICLE 3

COVENANTS AND RESTRICTIONS

3.01. Covenants and Restrictions. Redeveloper agrees to record the Declaration of Restrictions in the office of the Essex County Register immediately upon acquiring title to the Property from the Township.

3.02. Description of Covenants. The following covenants and restrictions are imposed upon Redeveloper, its successors and assigns, and are intended to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise provided. They shall be recorded substantially in the form of a Declaration of Covenants and Restrictions annexed hereto as Exhibit B, upon Redeveloper's acquisition of title to the Property:

(a) Redeveloper shall construct the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan, this Redevelopment Agreement, and all Applicable Laws and Governmental Approvals;

(b) Except for Permitted Transfers, and subject to the terms hereof, prior to the issuance of a Certificate of Completion, Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed;

(c) In connection with its use or occupancy of the Project, Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status;

(d) Subject to and in accordance with the terms hereof, Redeveloper shall, upon Completion of Construction, obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Property for the purposes contemplated hereby;

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(e) Subject to and in accordance with the terms hereof, Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense;

(f) Subject to and in accordance with the terms hereof, Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redevelopment Agreement;

(g) Prior to the issuance of a Certificate of Completion, Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project; and

(h) Redeveloper will promptly pay any and all taxes, service charges, SID special assessments or similar obligations when owed with respect to the Property and any other property owned by Redeveloper situated in the Township.

3.03. Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 3.02 shall be covenants running with the land. All covenants in Section 3.02, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set for in Article 3.02 shall cease and terminate upon the issuance of a Certificate of Completion, substantially in the form annexed hereto as Exhibit D, provided however, that the covenants in Section 3.02(c) shall remain in effect without limitation as to time.

3.04. Enforcement by Township. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.02 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

3.05 Prohibition Against Transfers of Interests in Redeveloper. (A) Redeveloper recognizes the importance of the Redevelopment Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Township in entering into this Redevelopment Agreement. The Township considers that a change of Control in Redeveloper, or the transfer of 10% or more of the ownership interest in Redeveloper to any Person other than an Institution, is for practical purposes a Transfer or disposition of the Project. Redeveloper recognizes that it is because of such qualifications and identity that the Township is entering into this Redevelopment Agreement with Redeveloper, and, in so doing, the Township is relying on the obligations of Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by Redeveloper hereunder.

As a result, except for Permitted Transfers, prior to Completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the Township, which shall not be unreasonably withheld, conditioned or delayed, Redeveloper agrees for itself and all successors in interest that there shall be no change in Control of Redeveloper, nor shall there be any transfer of 10% or more of the ownership interest in Redeveloper to any Person other than an Institution.

(B) Consent to Permitted Transfers. The Township hereby consents, without the necessity of further approvals from any entity, to the following Transfers (each, a "Permitted Transfer"):

(i) A Mortgage or related security granted by Redeveloper to a Mortgagee for the purpose of obtaining the financing necessary to enable Redeveloper to perform its obligations under this Redevelopment Agreement, including any Mortgage or Mortgages and other liens and encumbrances granted by Redeveloper to a Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, or marketing of the Project and not any transaction or project unrelated to the Project; provided, however, that Redeveloper shall give the Township at least fifteen (15) days prior written notice of such Permitted Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the Mortgagee; or

(ii) Transfers of easements or dedications of portions or interests in the Property as may be required for utilities for the Project or otherwise as conditions of Governmental Approvals;

(iii) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;

- (iv) a lease agreement to a tenant or end user of the Project;
- (v) a Transfer to an Affiliate of the Redeveloper, to one of the Existing Members, or to an entity controlled by one or more of the Existing Members (including Joseph M. Forgione individually);
- (vi) a Transfer pursuant to a Foreclosure, and any Transfer by any Mortgagee or any Mortgagee's successor and/or assigns after Foreclosure; and
- (vii) any contract or agreement with respect to any of the foregoing.

(C) Automatic Approval of Transfer. Notwithstanding anything to the contrary contained herein, with respect to any Transfer that requires the Township's consent pursuant to the terms of this Section 3.05, the Township shall not unreasonably withhold, condition or delay its consent to such Transfer. The Township shall notify the Redeveloper in writing whether the Township consents to a Transfer within thirty (30) days after Redeveloper's written request to the Township for such consent. If the Township does not deliver a written response to the Redeveloper's request within said thirty (30) day period, then the Redeveloper may deliver a second written request to the Township for consent to the Transfer and the Township shall be deemed to have consented to such requested Transfer if the Township does not deliver a written response to the Redeveloper within thirty (30) days after Redeveloper's second request to the Township for such consent. The Township shall not withhold, condition or delay its consent to any Transfer to a transferee that has the same or greater experience and technical capability to carry out the Project as Redeveloper, and has the same or greater wherewithal to obtain financing for the Project as Redeveloper.

3.06 Township Covenants. The Township hereby covenants and agrees that:

(a) The Township shall fully cooperate with the Redeveloper to ensure that all Governmental Approvals are obtained for the Project. Furthermore, the Township agrees to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Agreement, and to execute and deliver any documents required to obtain such approvals and otherwise to cooperate with the Redeveloper with respect to the Governmental Approvals; provided that nothing contained in this Section 3.06(a) shall be deemed: (i) to constitute an approval of all or any portion of the Project for which applications have been submitted or are required or (ii) a waiver of the ability of any Governmental Authority, to exercise its statutorily authorized responsibilities with respect to such applications or Governmental Approvals. Without limiting the generality of the foregoing, the Township shall (A) request that all agencies of the Township having jurisdiction over any of the Governmental Approvals expedite the processing of all applications for Governmental

Approvals, (B) schedule, convene and conclude all required public hearings in an expeditious manner consistent with Applicable Laws, and (C) cause all of the planners, engineers and other consultants engaged by the Township to review and comment on all submittals by Redeveloper in an expeditious manner and request that all planners, engineers and other consultants engaged by the Township or any of its agencies review and comment on all submittals by Redeveloper in an expeditious manner.

(b) The Township shall undertake and complete, with due diligence, all of its obligations under this Agreement.

(c) The Township shall not amend or cause the amendment of the Redevelopment Plan in a manner that materially, adversely affects Redeveloper or the Project during the term of this Agreement without the prior written consent of the Redeveloper.

(d) The Redeveloper has been designated as the exclusive redeveloper of the Property and shall have the exclusive right and obligation to redevelop the Property and implement the Project in accordance with the terms and conditions of this Agreement.

3.07 Eminent Domain. The Township and Redeveloper acknowledge and agree that the Township has no authority to exercise eminent domain with respect to the Property because the Property is within an Area in Need of Rehabilitation and not an Area in Need of Redevelopment.

ARTICLE 4

PROPERTY ACQUISITION

4.01 Acquisition of the Property by Redeveloper.

(a) The Township agrees to sell the Property to Redeveloper and Redeveloper agrees to purchase the Property from the Township, for the Purchase Price and on the terms and conditions set forth in the Purchase and Sale Agreement, and in consideration of Redeveloper's undertaking to Commence and Complete Construction of the Project in accordance with the provisions of this Agreement. The Redeveloper will obtain all Governmental Approvals prior to the Closing Date. The provisions of this Agreement shall survive delivery of the Deed to the Property.

(b) If at any time the Redeveloper's obligation to purchase the Property is terminated in accordance with the provisions of the Purchase and Sale Agreement, then this Agreement and Redeveloper's designation as redeveloper of the Property shall terminate as well.

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(c) In order to effectuate the Redevelopment Plan, the development of the Project and the rehabilitation of the Rehabilitation Area, on the Closing Date, the Township and Redeveloper shall each execute and deliver the easement agreements in substantially the form annexed hereto as Exhibit G-1 and G-2.

4.02 Environmental Condition. The Redeveloper is acquiring the Property from the Township in "AS IS" condition. The Township makes no representation or warranty as to the condition of the Property, including with respect to environmental matters. The Redeveloper is responsible for conducting its own due diligence with respect to the Property's condition. The Redeveloper acknowledges and confirms that it is not relying on any representation or inducement which was or may have been made or implied by the Township or any other party acting on behalf of the Township with respect to the Property. After the Closing Date, the Township shall have no liability or obligation to the Redeveloper or any other person or party under the Environmental Laws with respect to the Property.

ARTICLE 5

PROJECT DETAILS

5.01. Timeline and Construction of Project

(a) Project Timeline.

(i) Redeveloper has filed (A) an application for approval of the Project by the Maplewood Village Alliance/Design Review Committee and (B) an application for preliminary and final site plan, certain deviations and waivers from the Redevelopment Plan as described at Exhibit I, and minor subdivision approval with the Planning Board, and shall diligently prosecute such applications;

(ii) Redeveloper shall use commercially reasonable efforts to obtain all other final and unappealable Governmental Approvals on or before the 180th day after Redeveloper has obtained final and unappealable site plan and subdivision approval. To the extent reasonably requested by the Redeveloper, and to the extent applicable, the Township shall provide assistance and support to the Redeveloper in connection with any applications for any Governmental Approvals required to be obtained for or with respect to the Project;

(iii) Redeveloper will acquire the Property in accordance with the Purchase and Sale Agreement after the Redeveloper has obtained all Governmental Approvals;

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(iv) Redeveloper agrees to use commercially reasonable efforts to Commence Construction of the Project within 60 days after the later to occur of (x) the date that Redeveloper acquires the Property, or (y) issuance of a Building Permit for the Project; and

(v) Redeveloper agrees to use commercially reasonable efforts to Complete Construction of the Project on or before twenty-four (24) months after issuance of a Building Permit for the Project.

(b) If, subject to the provisions of this Agreement, the Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Project time line set forth above, for any reason, the Redeveloper shall promptly provide notice to the Township stating: (i) the reason for the failure or anticipated failure, (ii) the Redeveloper's proposed method for correcting such failure, (iii) the Redeveloper's proposal for revising the time line and (iv) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project time line. Redeveloper's proposed revisions to the Project time line shall be subject to the Township's approval, which shall not be unreasonably withheld, conditioned or delayed.

(c) In the event that Redeveloper does not obtain all necessary Governmental Approvals for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that the Governmental Approvals for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, then prior to the Closing Date the Redeveloper shall have the right to terminate this Agreement upon written notice to the Township. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Agreement is terminated pursuant to the terms of this Section 5.01(c) then except as expressly set forth herein to the contrary, this Agreement shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(d) In the event that Redeveloper is unable to close title on the Property, then Redeveloper shall have the right to terminate this Agreement upon written notice to the Township. If this Agreement is terminated pursuant to the terms of this Section 5.01(d) then except as expressly set forth herein to the contrary, this Agreement shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(e) To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a governmental entity or regulatory

body having competent jurisdiction over the Project), the Township shall provide its support and assistance to the Redeveloper in facilitating the review of all plans, issuance of all permits, request for inspections and the conduct of such inspections through the appropriate Township board, body or department, as applicable.

5.02. Construction of the Project.

(a) Construction Hours. Construction practices and hours shall be in accordance with Township Ordinances, which are available at the Township Building Department or through the Township Clerk.

(b) Maintenance. The Property will be cleaned on a regular basis by Redeveloper; provided, however, that Redeveloper agrees to clean up the Property within 24 hours of a specific, reasonable request by the Township that Redeveloper do so or the close of the following Business Day, whichever is later. Should Redeveloper fail to comply with this obligation, the Township will undertake street cleaning and charge Redeveloper for the costs of same. The Redeveloper shall repair, at Redeveloper's cost, any damage to the streets or sidewalks caused by Redeveloper during the construction of the Project.

(c) Pedestrian Access and Safety. The Township acknowledges that for safety reasons, the sidewalks adjacent to the Property may need to be closed from time to time during construction of the Project. Notwithstanding the foregoing, Redeveloper will provide appropriate signage and crosswalks to ensure the continued flow of pedestrian traffic. Redeveloper shall supply to the Township Building Department plans and specifications providing for pedestrian safety at and across the Property as applicable. The Redeveloper shall keep the sidewalks abutting the Property clean and free of debris, ice and snow during the construction of the Project.

(d) Construction Parking. The Redeveloper shall make arrangements with the Township Construction Official and the Township Police Department for off-street parking for construction vehicles and construction worker's vehicles, if such vehicles cannot be parked on the Project site itself. Such vehicles may not be parked on the adjacent street, which is subject to permit parking for Township residents. The Township agrees to place from time to time temporary "emergency, no parking" signs on the adjacent street as reasonably requested by Redeveloper to accommodate Redeveloper's construction activities.

(e) Preconstruction Meeting. There shall be a preconstruction meeting held at least seven (7) days prior to the Commencement of Construction, which meeting shall include the Township Construction Official, the Township Engineer, a representative from the Township

Police Department, a representative from the Township Fire Department and representatives from the various utility companies.

(f) LEED Construction. The Project shall be LEED certified. LEED certification may be obtained as a punch list item after issuance of a Certificate of Completion, provided Redeveloper delivers a certification from the Project Architect or other LEED accredited professional working on the Project that, to the best of such professional's knowledge information and belief, the Project meets the requirements necessary to qualify for LEED certification. If, thereafter, the United States Green Building Council notifies Redeveloper that further action is required for the Project to receive LEED certification, then, subject to Redevelopers appeal rights under the LEED, Redeveloper shall undertake such actions.

(g) Parking. In consideration of the public improvements being constructed by Redeveloper as part of the Project, Redeveloper, in connection with its site plan application to the Maplewood Planning Board, shall be entitled to take credit for six (6) newly constructed parking spaces in the Highland and Woodland public parking lots.

(h) Sewer. At the Township's request, Redeveloper shall construct a sewer line extension as shown on the site plans submitted to the Maplewood Planning Board by Redeveloper on March 27, 2015. The Township must make such request on or prior to the Closing Date and must obtain all necessary easement rights required to construct the sewer line extension. If the Township has not made such written request and has not obtained all necessary easement rights required to construct the sewer line extension on or prior to the Closing Date, then Redeveloper shall have no obligation to construct the sewer line extension and Redeveloper shall have the right to connect to the existing sewer line in Maplewood Avenue. If Redeveloper constructs the sewer line extension, all costs associated therewith shall be reimbursed by the Township within thirty (30) days after Redeveloper's delivery to the Township of reasonable information documenting such costs. It is currently anticipated that this work will cost approximately \$60,000.00, subject to market conditions at the time of construction and customary construction contingencies. Prior to requesting that Redeveloper construct such sewer lines, the Township will confirm the availability of such funds and the appropriation thereof.

5.03. Certificates of Occupancy and Certificates of Completion. (a) Upon Completion of Construction, Redeveloper shall apply to Township Construction Code Official for a Certificate of Occupancy.

(b) Following Completion of the Project, the Township agrees to issue a Certificate of Completion upon receipt of a Completion Notice from Redeveloper. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Redevelopment

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Agreement and the Redevelopment Plan. Within thirty (30) days after receipt of the Completion Notice, the Township shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to Complete the Project in accordance with the provisions of this Agreement or is otherwise in default hereunder and what reasonable measures or acts will be necessary in the reasonable opinion of the Township in order for Redeveloper to be entitled to the Certificate of Completion.

5.04. Project Costs, Financing and Performance and Maintenance Guarantees. (a) Redeveloper agrees that the costs and financing for the Project are the sole responsibility of the Redeveloper, not the Township.

(b) Redeveloper shall post performance and maintenance guarantees and review escrows in accordance with the provisions of N.J.S.A. 40:55D-53 et seq. of the MLUL and all Applicable Laws (collectively, the “**Bond**”), in the following manner:

(i) Prior to the Commencement of Construction, a performance bond or irrevocable letter of credit (or such other form of guarantee allowed in accordance with the MLUL) for those Improvements for which a performance guarantee may be required pursuant to the MLUL and as may be required pursuant to the approved site plan and Planning Board resolution, in an amount to be determined by the Township Engineer pursuant to the MLUL.

(ii) A maintenance guarantee in respect of those Improvements required to be bonded in accordance with the MLUL, in the form of a surety bond (or such other form of guarantee allowed in accordance with the MLUL) for a period not to exceed two (2) years after final acceptance of the Improvement, in an amount not to exceed 15% of the cost of the Improvement, which cost shall be determined by the Township Engineer according to the method of calculation set forth in N.J.S.A. 40:55D-53.

(iii) If applicable, the Bond must name the Township as an obligee and Redeveloper shall deliver a copy of the Bond to the Township prior to Commencement of Construction. To the extent that a surety bond is provided, it shall be provided by a company licensed by the New Jersey Department of Banking and Insurance or otherwise authorized by the New Jersey Department of Banking and Insurance to do business in the State. In the event any insurance company, financial institution or other entity issuing a performance guarantee herein, shall be insolvent or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over the management of the entity, within thirty (30) days after notice from the Township, Redeveloper shall replace the Bond.

(iv) In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect as a result of any act or omission by Redeveloper, then until an approved replacement of the lapsed Bond has been deposited with the Township, the Township may require Redeveloper to cease and desist any and all work on the Project, unless the Improvements required to be bonded have been completed and approved by the Township. In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect through no act or omission of Redeveloper, then unless Redeveloper fails to replace the Bond within ten business (10) days of notice given to Redeveloper by the Township, the Township may require Redeveloper to cease and desist work on the Project unless the Improvements required to be bonded have been completed and approved by the Township.

5.05. Affordable Housing Obligation. The Redeveloper shall make a contribution in the amount of One Hundred Thousand Dollars (\$100,000.00) to the Township's Affordable Housing Trust Fund established under Chapter 107 of the Township's Ordinances, Section 107-7. The contribution is included in the Purchase Price and shall be paid on the Closing Date. In addition, Redeveloper will make payment of a non-residential development fee in accordance with N.J.S.A. 40:55D-8.1 et seq. (the "Non Residential Development Fee"), but only in the event and to the extent that such fee applies at the time of issuance of the Certificate of Occupancy for the non-residential portion of the Project. Provided that Redeveloper obtains the waiver described at Exhibit I, Redeveloper shall have no obligation with respect to affordable housing except as set forth in this Section 5.05.

5.06 First Source Employment. Redeveloper shall make good faith efforts, and shall provide in its contracts with its contractors and subcontractors that they must make good faith efforts, to employ Township residents and patronize Township businesses if possible in the implementation and construction of the Project, on economically competitive terms and consistent with the Project budget. Redeveloper shall notify local residents of the pendency of the Project by way of advertisements or stories in local publications, which shall contain contact information in the event any local residents or businesses wish to apply or bid for work connected to the Project.

ARTICLE 6

EVENTS OF DEFAULT EVENTS OF DEFAULT; TERMINATION

6.01. Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Redevelopment Agreement:

(a) If at any time Redeveloper shall: (i) generally not pay its debts as such debts become due, within the meaning of such phrase under Title 11 of the United States Code (or any successor to such statute), or admit in writing that it is unable to pay its debts as such debts become due; or (ii) make an assignment for the benefit of creditors; or (iii) file a voluntary petition under Title 11 of the United States Code, as the same may be amended, or any successor to such statute; or (iv) file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy code or any other present or future applicable federal or state or other statute or law; or (v) seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, sequestrator, liquidator or other similar official of Redeveloper or of all or any substantial part of its property or of the Property or any interest of Redeveloper therein; or (vi) take any corporate action in furtherance of any action described in this subsection or (vii) if at any time any proceeding against Redeveloper seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal or state or other statute or law shall not be dismissed within ninety (90) days after the commencement thereof, or if, within ninety (90) days after the appointment without the consent of Redeveloper of any custodian, trustee, receiver, sequestrator, liquidator or any other similar official of Redeveloper, or of all or any substantial part of its properties or of the Property or any interest of Redeveloper therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if any such appointment shall not have been vacated within forty five (45) days after the expiration of any such stay.

(b) Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within thirty (30) days after Notice by the Township.

(c) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion bond, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Township, which failure or delinquency is not cured within thirty (30) days after Notice by the Township.

(d) Any Transfer (except for Permitted Transfers), without the approval (or deemed approval pursuant to Section 3.05(c)) of the Township.

(e) Any other default or breach by Redeveloper or the Township in the observance or performance of any covenant, condition, representation, warranty or agreement hereunder and, except as otherwise specified below, the continuance of such default or breach for a period of thirty (30) days after Notice from the non-defaulting party specifying the nature of such default or breach and requesting that such default or breach be remedied; provided, however, with respect to any non-monetary default or breach, if the default or breach is one that cannot be

completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the defaulting party is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than one hundred (120) days after such Notice unless this Redevelopment Agreement specifically provides otherwise.

6.02. Remedies Upon Event of Default of Redeveloper. (a) Whenever any Event of Default of Redeveloper shall have occurred, the Township may, on written notice to Redeveloper (after applicable Notice and cure periods shall have expired) (a "Termination Notice") terminate this Redevelopment Agreement and Redeveloper's designation as Redeveloper hereunder upon which, except as expressly provided herein, this Agreement shall be void and of no further force and effect and neither Party shall have any further rights, liability and/or obligations hereunder. In addition, if Redeveloper fails to pay any Township Costs in accordance with the requirements of this Agreement, the Township may file legal action seeking payment of the Township Costs.

(b) Furthermore, whenever any Construction Event of Default shall have occurred, the Township shall have the right, but not the obligation to enter upon and take possession of the Property. At the same time that the Township enters onto and takes possession of the Property, the Redeveloper shall execute and deliver a bargain and sale deed to the Township for the Property. Upon the occurrence of any such conveyance, this Agreement shall be deemed to have terminated and there shall be no further rights, liabilities and/or obligations of the Parties hereunder except as expressly set forth in this Section and otherwise herein. Any vesting of title in the Township under this Section shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any Mortgage encumbering the Property for the protection of the Mortgagees.

(c) Subject to the provisions of Section 6.02(b) hereof, upon the vesting of title to the Property in the Township, the Township shall, pursuant to its responsibilities under Applicable Laws, use reasonable, good faith efforts to resell the Property and the Improvements constructed thereupon in an arm's length transaction for fair market value to any financially qualified third party. Such sale and conveyance shall be made, as soon and in such manner as the Township shall find feasible and consistent with the objectives of Applicable Laws and of the Redevelopment Plan, as determined by the Township in its reasonable discretion, which financially qualified third party will assume the obligation of Completing the Project. Any action by the Township under this Section 6.02(c) shall not interfere with or violate any Mortgage authorized by this Agreement.

(d) Any net proceeds (i.e. proceeds remaining after payment of the purchase price and any outstanding Township Costs, real estate taxes, or special assessments, and after payment of any debt on the Property and satisfaction of any liens on the Property) resulting from the sale of

the Property and the Improvements and the designation of the replacement redeveloper shall be applied as follows:

First, to reimburse the Redeveloper, its successors or transferees up to the amount equal to the Redeveloper's actual costs (exclusive of profit and development or management fees paid to Redeveloper or its affiliates) associated with the Project, for acquisition costs (including, without limitation, the purchase price), engineering, site improvement, development costs and other costs expressly required by this Agreement; and

Any remaining balance after such reimbursements shall be shared equally by the Township and the Redeveloper.

6.03. Remedies Upon Event of Default by the Township. If an Event of Default by the Township occurs, then the Redeveloper may take whatever action at law or in equity as Redeveloper may deem necessary or desirable to enforce the performance or observance of any rights or remedies of Redeveloper, or any obligations, agreements, or covenants of the Township under this Redevelopment Agreement, including an action for specific performance and/or actual, compensatory damages (but specifically excluding consequential or punitive damages). Further, but subject to any cure provisions afforded the Township hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, on written notice to the Township (after applicable Notice and cure period shall have expired), to terminate this Redevelopment Agreement upon which, except as expressly provided for herein, this Agreement shall be void and of no further force and effect and neither Party shall have any further rights, liabilities and/or obligations hereunder.

6.04. Force Majeure Extension. For the purposes of this Redevelopment Agreement, neither the Township nor Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Township or Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event. During any Force Majeure Event that affects only a portion of a Project, Redeveloper shall to the maximum extent feasible continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence of an event or occurrence of Force Majeure Event shall not prevent the Township or Redeveloper from declaring a default or the occurrence of an Event of Default by the other party if the event that is the basis of the Event of Default is not a result of the Force Majeure Event.

6.05 No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party hereunder in asserting any of its rights or remedies as to any default by the other party, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Township or the Redeveloper, as the case may be, of its right to institute and maintain any actions or proceedings in accordance with this Agreement, which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.06 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

6.07 Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of (i) the designation of the Rehabilitation Area, (ii) the Redevelopment Plan, or (iii) execution of this Redevelopment Agreement by the Township, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure provisions this Redevelopment Agreement; provided, however, that if (a) Redeveloper may terminate this Agreement pursuant to Section 5.01(c) hereof, at any time prior to the Closing Date, and (b) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Redevelopment Agreement prior to the Closing Date by written notice to the other. Upon such termination, this Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

ARTICLE 7

MISCELLANEOUS

7.01. No Consideration for Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Redevelopment Agreement.

7.02. Non-Liability of Officials and Employees. (a) No member, official or employee of the Township shall be personally liable to Redeveloper, or any successor in interest, in the

event of any default or breach by the Township, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

(b) No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or their successors, on any obligation under the terms of this Redevelopment Agreement.

7.03. Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by Redeveloper and the Township.

7.04. Recitals and Exhibits. The Recitals and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

7.05. Entire Agreement. This Redevelopment Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof.

7.06. Severability. The validity of any Articles and Section, clause or provision of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

7.07. Indemnification. Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Township, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting from or in connection with the acts or omissions of Redeveloper or of Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project, provided, however, that no indemnification shall be required pursuant to this Section 7.07 in the event that the indemnification otherwise due pursuant to this Section 7.07 is attributable to the negligence or willful misconduct of the Township, its governing body, or any agency of the Township or any of their respective officers, employees, agents, attorneys, consultants, representatives and employees. This Section shall survive termination of this Agreement.

APRIL 2, 2015

7.08. Notices. A notice, demand or other communication required to be given under this Redevelopment Agreement by any Party to the other ("Notice") shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with a hard copy and a transmission confirmation sent by a recognized overnight national carrier service for next business day delivery) to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the Township:

Township of Maplewood
574 Valley Street
Maplewood, New Jersey 07040
ATTN: Mayor and Business Administrator

With a copy to:

Roger J. Desiderio, Esq.
Bendit Weinstock, P.A.
80 Main Street
West Orange, New Jersey 07052

And to:

Jennifer L. Credidio, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

As to the Redeveloper:

Maplewood Redeveloper, LLC
54 Horse Hill Road, Suite 201
Cedar Knolls, New Jersey 07927
Attention: Joseph M. Forgione

With a copy to:

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Andy S. Norin, Esq.
Drinker Biddle & Reath LLP
500 Campus Drive
Florham Park, New Jersey 07932

And to:

Craig W. Alexander, Esq.
Mandelbaum Salsburg
155 Prospect Avenue
West Orange, New Jersey 07052

From time to time either Party may designate a different person or address for all the purposes of this Notice provision by giving the other party no less than ten (10) days Notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee, provided, that any notice delivered by telecopy shall be deemed to have been received by such party at the time of transmission, provided that a hard copy and transmission confirmation is simultaneously sent by a recognized overnight national carrier service for next business day delivery. Any notice given by an attorney for a party shall be effective for all purposes.

7.09 Further Assurances/Cooperation. The Parties shall reasonably cooperate with each other as reasonably necessary to effectuate the Project. From time to time at the request of either Redeveloper or the Township, the other party shall execute, acknowledge and deliver such other and further documents as the requesting party may reasonably request to better effectuate the provisions of this Redevelopment Agreement.

7.10. Governing Law. This Redevelopment Agreement shall be construed and enforced in accordance with the internal laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

7.11. Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

7.12 Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto (which request may be on behalf of any Mortgagee, purchaser, tenant or other party having an interest in the Property), the other party shall issue a signed certificate

("Estoppel Certificate") stating that (i) this Redevelopment Agreement is in full force and effect, (ii) there is no Event of Default under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice would result in an Event of Default under this Redevelopment Agreement), or stating the nature of the Event of Default or other such event, if any, and (iii) any other matter reasonably requested. In the event the Estoppel Certificate discloses an Event of Default or other event, it shall also state the manner in which such default, breach and/or event may be cured. No more than three (3) Estoppel Certificates per year may be requested by each Party.

ARTICLE 8

FINANCING

8.01. Mortgage Financing. (a) During the term of this Agreement, the Redeveloper shall not engage in any financing or any other transaction creating any Mortgage on the Project in excess of 90 percent of the cost of acquiring the Property and developing the Project (including designing, permitting and constructing the Project), except as may be approved by the Township (which approval shall not be unreasonably withheld) for the purpose of obtaining funds in connection with the construction of the Project.

(b) In the event that the Redeveloper is unable to obtain financing for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that financing for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, then prior to the Closing Date Redeveloper shall have the right to terminate this Agreement upon written notice to the Township.

(c) If this Agreement is terminated pursuant to the terms of this Section 8.01 then, except as expressly set forth herein to the contrary and upon full payment of all Township Costs accruing until the date of such termination, this Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(d) If the Mortgagee reasonably requires any change(s) or modification(s) to the terms of this Redevelopment Agreement, the Township shall reasonably cooperate with the Mortgagee and the Redeveloper in reviewing and approving such proposed change(s) or modification(s); provided, however, that any such proposed change or modification shall not materially and adversely alter or modify the rights and obligations of the Redeveloper or the Township, as provided in this Redevelopment Agreement.

(e) To the extent reasonably requested by the Redeveloper, the Township shall execute such other agreements and/or documents (to the extent same are in form and content reasonably acceptable to the Township) as may be requested or required by any Mortgagee (or any equity participant of the Redeveloper); provided, however, that any such agreement or document shall not materially and adversely alter any of the rights, liabilities or obligations of the Redeveloper or the Township under this Redevelopment Agreement.

8.02. Notice of Default to the Mortgagee and Right to Cure. (a) Whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each Mortgagee a copy of such notice or demand; provided that the Redeveloper has delivered to the Township a written notice of the name and address of such Mortgagee. Each such Mortgagee (insofar as the rights of the Township are concerned) has the right at its option within sixty (60) days after the receipt of such notice (and the expiration of all applicable cure periods), to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Township shall not seek to enforce any of its remedies under this Agreement during the period in which any such Mortgagee is proceeding diligently and in good faith to cure a Redeveloper Event of Default. If the Mortgagee elects to cure the Event of Default within such 60 day period shall, but has not completed such cure, then not later than every 60 days thereafter until such Event of Default is cured, Redeveloper shall inform the Township that the Mortgagee is proceeding diligently to cure the Redevelopment Event of Default, and briefly describing the course of action being pursued to effectuate such cure. Notwithstanding the foregoing, the Township may seek to enforce any of its remedies under this Agreement with respect to a monetary Event of Default if such monetary Event of Default is not cured within such sixty (60) day period after notice thereof. If possession of the Property is necessary to cure any default or breach, any Mortgagee will be allowed to complete any proceedings required to obtain possession of the Property.

8.03. No Guarantee of Construction or Completion by Mortgagee. (a) A Mortgagee shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project, or to guarantee such construction or completion; nor shall any covenant or any other provisions be construed so to obligate a Mortgagee. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Mortgagee to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Mortgagee's security, including the improvements or construction already made) without the Mortgagee or Affiliate of Mortgagee first having expressly assumed the Redeveloper's obligations to the Township with respect to the Project by written agreement reasonably satisfactory to the Township.

(b) If a Mortgagee forecloses its Mortgage secured by the Project, or takes title (in its name or the name of an Affiliate) to the Project by deed-in-lieu of foreclosure or similar transaction (collectively a "Foreclosure"), the Mortgagee or its Affiliate shall have the option to either (i) sell the Project to any Person, provided Mortgagee gives the Township notice of such sale at least 20 days prior to closing and provided such Person assumes the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. The Mortgagee, or the entity assuming the obligations of the Redeveloper, in that event must agree to complete the Project in accordance with the terms of this Redevelopment Agreement, but subject to reasonable extensions of any deadlines hereunder. Any such Mortgagee, or other entity assuming such obligations of the Redeveloper, upon completing the Project shall be entitled, upon written request made to the Township, to a Certificate of Completion in accordance with the terms of this Agreement. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Mortgagee, or such other entity assuming such obligations of the Redeveloper, to devote the Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Mortgagee or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Property or Project in accordance herewith.

8.04 Township's Option To Pay Mortgage Debt. The Township shall have the right to pay the Mortgage Debt of any Mortgagee, if subsequent to a Construction Event of Default under the terms of this Agreement, any Mortgagee fails to exercise, its rights, pursuant to, and in accordance with, Section 8.02 and 8.03 of this Agreement, and such failure continues for a period of sixty (60) days after such Mortgagee has been notified of the occurrence of the Construction Event of Default; provided, however, that under no circumstances shall the Township have the right to pay the Mortgage Debt of any Mortgagee pursuant to this Section at any time after such Mortgagee has exercised its rights pursuant to and in accordance with Section 8.02 and 8.03 of this Agreement unless such Construction Event of Default shall not have been cured within sixty (60) days after written demand by the Township to do so unless such Construction Event of Default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such sixty (60) days in which case such Mortgagee shall have such longer period as shall be necessary to cure such default, so long as such Mortgagee prosecutes such cure to completion with due diligence and advises the Township of the actions being taken and the progress being made. If the Township pays the Mortgage Debt of a Mortgagee pursuant to the terms of this Section, the Mortgagee shall discharge its Mortgage encumbering the Property. For the purposes hereof, the term "Mortgage Debt" shall mean an amount equal to the sum of: (i) the outstanding Mortgage debt at the time of the Township's acquisition (less all appropriate credits, including those resulting from collection and application of rentals or other income received by Mortgagee); (ii) all expenses with respect to foreclosure;

(iii) the net expense, if any (exclusive of general overhead), incurred by Mortgagee in and as a direct result of the subsequent management of the Property or relevant portion thereof; (iv) the costs of any Improvements made by Mortgagee; (v) all fees, penalties and other charges due and owing under the Mortgage; (vi) an amount equivalent to the interest that would have accrued on the aggregate of items (i) through (v) had all such amounts become part of the mortgage debt and such debt had continued in existence to maturity.

ARTICLE 9

PILOT & TAX AGREEMENT

9.01. PILOT Contingency & Tax Agreement. Redeveloper has applied to the Township for approval of a tax agreement (the "Tax Agreement") providing for, among other things, payments in lieu of taxes pursuant to N.J.S.A. 40A:21-1 et seq. ("PILOT"). If and to the extent available under Applicable Laws, and as requested by Redeveloper, the Township agrees to consider Redeveloper's PILOT application in good faith, but Redeveloper acknowledges that the Township retains full discretion whether to grant the PILOT. In the event that the Township fails to duly approve and execute a Tax Agreement in the form of Exhibit H annexed hereto within 60 days following the Effective Date, then prior to the Closing Date Redeveloper may elect to terminate this Redevelopment Agreement by providing Notice to that effect to the Township (the "PILOT Contingency"). Upon such termination, this Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

9.02. Escrow Account to Cover Township Costs. (a) Redeveloper has established with the Township an escrow account (the "Escrow Account") having an initial balance of TWENTY FIVE THOUSAND and 00/100 (\$25,000) DOLLARS to cover Township Costs (the "Escrow Deposit"). Attached to this Agreement as Exhibit C is a description of the agreed upon procedure to be utilized in establishing, funding and replenishing the Escrow Account and in making disbursements therefrom.

(b) The Parties make reference to the Escrow Agreement between them dated November 24, 2014, which established an escrow account to pay certain costs of the Township prior to the date of this Agreement (the "Interim Cost Agreement"). To the extent there is any balance in that escrow account as of the date hereof, such balance shall be transferred to the Escrow Account and shall be credited against the initial required balance set forth above. To the extent there is a deficiency in that escrow account to pay for such costs incurred prior to the date of this Agreement that are required to be paid in accordance with the terms of the Interim Cost Agreement, then such costs shall be paid from the funds in the Escrow Account in accordance with the terms hereof. The Interim Costs Agreement is hereby terminated. Notwithstanding

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anything to the contrary contained herein, if the Township retains a different professional or consultant in the place of any professional originally responsible for any aspect of the project, the Township shall be responsible for all time and expenses of the new professional to become familiar with the project and the Township shall not bill Redeveloper or charge the escrow account for any such services.

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE FOLLOWS.**

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IN WITNESS WHEREOF, the parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

TOWNSHIP OF MAPLEWOOD

Township Clerk

By: _____
Victor De Luca, Mayor

SEAL
Dated: _____

MAPLEWOOD REDEVELOPERS, LLC

Dated: _____

By: _____
Name:
Title:

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EXHIBIT A
LEGAL DESCRIPTION OF
THE PROPERTY

EXHIBIT B

FORM DECLARATION OF COVENANTS AND RESTRICTIONS

Record and Return to:

Prepared by:

DECLARATION OF COVENANTS AND RESTRICTIONS

Block 13.09, Lots 180 and 181 [as amended after subdivision] in the Township of Maplewood, New Jersey (the "Property")

This Declaration of Restrictions is made this ____ day of _____, 20__ by and between the **TOWNSHIP OF MAPLEWOOD** (the "Township"), a municipal corporation of the State of New Jersey having its offices at 574 Valley Street, Maplewood, New Jersey 07040, in its capacity as redevelopment entity pursuant to N.J.S.A. 40A:12A-4(c);

and

MAPLEWOOD REDEVELOPERS, LLC, a limited liability company of the State of New Jersey, having its offices at 54 Horse Hill Road, Cedar Knolls, New Jersey (together with permitted successors or assigns hereinafter provided, referred to as the "**Redeveloper**").

WITNESSETH

WHEREAS, the Township Committee of the Township of Maplewood (the "**Committee**") pursuant to and in accordance with the requirements of the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the "**LRHIL**") heretofore designated an area in need of rehabilitation commonly known as the "Post Office Site" and designated as Block 13.09, Lots 180, 181 and 185 on the tax maps of the Township (the "**Rehabilitation Area**"); and

WHEREAS, on July 16, 2013 the Committee duly adopted an ordinance implementing a redevelopment plan for the Rehabilitation Area (the "**Redevelopment Plan**"); and

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WHEREAS, pursuant to *N.J.S.A.* 40A:12-4, the Township has determined to act as the “redevelopment entity” (as such term is defined at *N.J.S.A.* 40A:12A-3 of the LRHL) for the Rehabilitation Area; and

WHEREAS, the Township is the fee owner of the Rehabilitation Area; and

WHEREAS, the Redeveloper acquired the Property, which is a portion of the Rehabilitation Area, from the Township in order to develop, construct and implement that certain Project defined in the redevelopment and land disposition agreement executed by and between the Township and the Redeveloper dated _____ (the “Redevelopment Agreement”) in accordance with *N.J.S.A.* 40A:12A-8(f) of the LRHL; and

WHEREAS, *N.J.S.A.* 40A:12A-9(a) of the LRHL requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that “. . . the owner shall construct only the uses established in the current redevelopment plan . . .”; and

WHEREAS, the Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as one (1) perpetual covenant by the Redeveloper and its successor or assigns not to unlawfully discriminate upon the basis of age, race color creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Rehabilitation Area or any building or structures erected thereon; and

WHEREAS, the Redevelopment Agreement also provides that the Property, the Redevelopment Agreement, and Redeveloper’s interest therein shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion and further provides certain remedies to the Township for violations of the covenants and defaults under the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Restrictions and said declaration be recorded in the office of the Essex County Register.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that, subject to the terms of the Redevelopment Agreement:

(a) Redeveloper shall construct the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan, this Redevelopment Agreement, and all Applicable Laws and Governmental Approvals.

(b) Except for Permitted Transfers, and subject to the terms hereof, prior to the issuance of a Certificate of Completion, Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed.

(c) In connection with its use or occupancy of the Project, Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(d) Redeveloper shall, upon Completion of Construction, obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Property for the purposes contemplated hereby.

(e) Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense.

(f) Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redevelopment Agreement.

(g) Prior to the issuance of a Certificate of Completion, Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project.

(h) Redeveloper will promptly pay and any and all taxes, service charges, SID special assessments or similar obligations when owed with respect to the Property and any other property owned by Redeveloper situated in the Township.

(i) Redeveloper recognizes the importance of the Redevelopment Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications were critical to the Township in entering into the Redevelopment Agreement. The Township considers that a change of Control in Redeveloper, or the transfer of 10% or more of the ownership interest in Redeveloper to any Person other than an Institution, is for practical purposes a Transfer or disposition of the Project. Redeveloper recognizes that it is because of such qualifications and identity that the Township entered into the Redevelopment Agreement with Redeveloper, and, in so doing, the Township relied on the obligations of Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by Redeveloper under the Redevelopment Agreement. As a result, except for Permitted Transfers, prior to Completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the Township, which shall not be unreasonably withheld, conditioned or delayed, Redeveloper agrees for itself and all successors in interest that there shall be no change in Control of Redeveloper, nor shall there be any transfer of 10% or more of the ownership interest in Redeveloper to any Person other than an Institution.

Section 3. It is intended and agreed that the covenants and restrictions set forth in Section 2 shall be covenants running with the land. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set for in Section 2 shall cease and terminate upon the issuance of a Certificate of Completion for such improvements, provided however, that the covenants in 2(c) shall remain in effect without limitation as to time.

Section 4. It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time

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been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Covenants and Restrictions to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

Attest: **TOWNSHIP OF MAPLEWOOD,**

Township Clerk

By: _____
Hon. Victor De Luca, Mayor

WITNESS: **MAPLEWOOD REDEVELOPERS, LLC**

By: _____
Name:
Title:

EXHIBIT C

ESCROW PROCEDURES

Escrow Deposit. The Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of the Redevelopment Agreement, including any applications for land use approvals that may be needed to implement the Redevelopment Plan. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township, as "Escrowee", pursuant to the terms of this Agreement.

Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Escrowee in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Agreement.

Payments from the Escrow Funds. (a) The Escrowee shall use the Escrow Deposit and all additions thereto to pay Township Costs in accordance with the provisions of the Redevelopment Agreement.

(b) Each payment for professional services charged to the Escrow Account shall be pursuant to a voucher from the professional or consultant, identifying the personnel performing services, each date the services were performed, the hours spent in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying the services performed. All professionals shall submit the required vouchers or statements to the Escrowee on a monthly basis in accordance with the schedule and procedures established by the Escrowee. The professionals or the Escrowee shall simultaneously send an informational copy of each voucher or statement submitted to the Escrowee to the Redeveloper; provided, that each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters. Annexed hereto as Schedule 1 is a schedule of rates to be charged by outside professionals and consultants retained by the Township as of the date of this Agreement.

Accounting and Additional Deposits. Within three (3) business days after a written request by the Redeveloper is received by the Township Attorney, the Escrowee shall prepare and send to the Redeveloper a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the Escrow Account. If at any time the balance in the Escrow Account is less than SEVEN THOUSAND FIVE HUNDRED and 00/100

(\$7,500.00) DOLLARS, the Escrowee shall provide the Redeveloper with a notice of the insufficient Escrow Account balance. Redeveloper shall deposit to the Escrow Account additional funds such that the total amount on deposit shall be not less than TWENTY-FIVE THOUSAND and 00/100 (\$25,000.00) DOLLARS, such deposit to be made within five (5) Business Days after the Escrowee's notice, failing which the Escrowee may unilaterally cease work without liability to the Redeveloper.

Close Out Procedures. Upon the issuance of a Certificate of Completion or other termination of this Agreement, the Redeveloper shall send written Notice by certified mail to the Escrowee requesting that the remaining balance of the Escrow Account be refunded, or otherwise applied in accordance with the provisions of this Agreement. After receipt of such notice, the professional(s) shall render a final bill to Escrowee within 30 days, and shall send an informational copy simultaneously to the Redeveloper. Within 30 days after receipt of the final bill the Escrowee shall pay all outstanding bills and render a written final accounting to the Redeveloper. The Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Escrowee in accordance with this section. This Section shall survive issuance of a Certificate of Completion or other termination of this Agreement.

Disputed Charges. (a) The Redeveloper may dispute the propriety or reasonableness of Township Costs paid out of the Escrow Account by written Notice to the Escrowee. A copy of such Notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written Notice of a disputed charge shall be given within 30 days after the Redeveloper's receipt of the informational copy of the professional's voucher, invoice, statement or bill, except that if the professional has not supplied the Redeveloper with an informational copy of the voucher, invoice, statement or bill, then the Redeveloper shall send Notice within 30 days after receipt of the first statement of activity against the Escrow Account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Redeveloper's acceptance of the charge and a waiver by the Redeveloper of all objections to the charge and to payment thereof out of the Escrow Account. The terms of this Section shall survive termination of this Agreement

(b) If the Escrowee and the Redeveloper cannot agree on the resolution of a disputed charge, the parties agree to arbitrate the matter, with a retired judge mutually agreeable to the parties acting as arbitrator. During the pendency of a dispute, the Escrowee shall not pay the disputed charges out of the escrow account, but may continue to pay undisputed charges out of the escrow account.

The terms of this exhibit shall survive termination of this Agreement.

SCHEDULE 1

Redevelopment Counsel – McManimon, Scotland & Baumann LLC

“Blended” rate of three hundred twenty-five dollars (\$325) per hour for all attorneys.

The firm will also be entitled to reimbursement of all reasonable and customary out-of-pocket fees and disbursements, including but not limited to photocopying, travel, mail service, express mail/Federal Express, and messenger service.

Redevelopment Planner – Phillips Preiss Grygiel LLC

Principal – one hundred forty-five dollars (\$145) per hour

Planner – ninety five dollars (\$95) per hour

The firm will also be entitled to reimbursement of all reasonable and customary out-of-pocket fees and disbursements, including but not limited to photocopying, mail service, express mail/Federal Express, and messenger service.

EXHIBIT D

FORM OF CERTIFICATE OF COMPLETION

Record and Return to:

Prepared by:

Certificate of Completion

[Date]

Maplewood Redevelopers, LLC

[Insert address]

[Insert address]

RE: Certificate of Completion

Gentlemen:

In accordance with Section 3.03 of the agreement entered into by the Township of Maplewood (the "**Township**") and Maplewood Redevelopers, LLC (the "**Redeveloper**"), dated as of [___], 2015 entitled "Redevelopment and Land Disposition Agreement Between The Township of Maplewood and Maplewood Redevelopers, LLC" (the "**Agreement**"), this letter shall serve as acknowledgment that Redeveloper has performed all of its duties and obligations with respect to the Project (as such term is defined in the Agreement) under the Agreement and has completed construction of the Project in accordance with the requirements of the Agreement.

This Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the Redeveloper's obligations, responsibilities and covenants under the Agreement, except for Section 3.02(c) thereof, which by the terms of the Agreement shall survive such termination. The conditions that were found and determined to exist with respect to the Property (as defined in the Agreement) at the time the Property was determined to be in need of rehabilitation shall be deemed to no longer exist.

APRIL 2, 2015

The Declaration recorded in the office of the Essex County Register on [_____] in deed book [____], page [____] is hereby discharged of record and is void and of no further force and effect, except with respect to Section 2(c) thereof, which remains in effect without limitation as to time.

Very truly yours,

TOWNSHIP OF MAPLEWOOD

By: _____

Name:

Title:

APRIL 2, 2015

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

: ss.:

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this ___ day of _____, 201__ before me, the subscriber, a Notary Public of New Jersey, personally appeared [_____], who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he/she is the [_____] of the **TOWNSHIP OF MAPLEWOOD, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the Township of Maplewood and said Instrument was signed and delivered by said [_____] as and for the voluntary act and deed of said entity.

Notary or Attorney At Law
The State of New Jersey

APRIL 2, 2015

EXHIBIT E

EXISTING MEMBERS

Joseph M. Forgione

APRIL 2, 2015

EXHIBIT F
PURCHASE AND SALE AGREEMENT

78674370.8

PURCHASE AND SALE AGREEMENT

BETWEEN

TOWNSHIP OF MAPLEWOOD
Seller

AND

MAPLEWOOD REDEVELOPERS, L.L.C.
Purchaser
PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015 between TOWNSHIP OF MAPLEWOOD, having an address 574 Valley Street, Maplewood, New Jersey 07040, (the "Seller") and MAPLEWOOD REDEVELOPERS, L.L.C., having an address at 54 Horsehill Road, Suite 201, Cedar Knolls, New Jersey 07927 (the "Purchaser").

Preliminary Statement

WHEREAS, the Seller owns certain real properties together with improvements located in Maplewood Township, County of Essex and State of New Jersey, more particularly described in Schedule A, attached ("Property"); and

WHEREAS, the Seller desires to sell such property to the Purchaser, and the Purchaser desires to purchase such property, all on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Seller and the Purchaser hereby agree as follows:

1. Sale and Purchase. On the terms and conditions hereinafter provided, the Seller shall sell and convey to the Purchaser, and the Purchaser shall purchase, the Property (as such term is hereinafter defined). For purposes of this Agreement, the "Project" shall be defined as a mixed use development of twenty (20) free-market apartment units together with amenity space, a minimum of 9,000 square feet of retail space, and underground and surface parking located at the Property.

2. Property. As used herein, the term "Property" means that certain tract of land situated in the Township of Maplewood, County of Essex and State of New Jersey, being more particularly described on **Schedule A** attached hereto; together with all buildings and improvements thereon and fixtures attached thereto; together with all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances of such land. All tenants' personal property shall be excluded from this sale, which are not considered to be fixtures.

3. Price. The purchase price of the Property shall be ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$1,250,000.00) DOLLARS¹, subject to closing adjustments as hereinafter provided. Such amount shall be payable as follows:

¹ The sale price includes a \$100,000.00 contribution to the Township of Maplewood Affordable Housing Trust Fund.

(a)	Upon the execution and delivery of this Agreement, by delivery to Seller of a check, ("Deposit") payable to The Law Firm of Bendit Weinstock, in trust, ("Escrow Agent") to be held in a New Jersey bank in accordance with Paragraph 21 in the amount of:	\$25,000.00
(b)	Less Environmental and Demolition Credit	\$200,000.00
(c)	At closing, by cash or by certified or bank check or received wire transfer of immediately available funds (subject to closing adjustments as aforesaid):	\$1,025,000.00
	TOTAL:	\$1,250,000.00

4. **Closing.** The closing of title shall occur within sixty (60) days of the satisfaction of the contingencies set forth herein. The parties agree that July 15, 2015 is the estimated closing date, at offices of Mandelbaum Salsburg, 3 Becker Farm Road, Suite 105, Roseland, New Jersey 07068. However, provided the Purchaser is proceeding diligently, the closing date shall be reasonably adjourned if the Purchaser has not secured the Development Approvals for the Project pursuant to Section 29(ix).

5. **Mortgage Contingency.** Intentionally Omitted.

6. **Title.** (A) Title to the Property conveyed shall be good, marketable and insurable, subject however to the following exceptions, provided that none of the exceptions interfere with the use and enjoyment of the Property for the Project.

- (i) zoning regulations, and municipal building restrictions, and all other laws, ordinances, regulations and restrictions of any duly constituted public authority enacted prior to the closing date.
- (ii) other covenants, easements and restrictions which do not materially and adversely affect the use of the Property as permitted by zoning and related ordinances and laws on the date hereof, as well as grants to utility and/or power companies, the rights of the public in sidewalks and abutting public rights-of-way, and easements given to the public for water course maintenance, slope rights or sight rights.
- (iii) the lien of current taxes not due and payable.

(B) The term "Objection" shall mean any title defect or encumbrance (including any lien), other than the matters referred to in subsection (A) above, which renders title to the Property unmarketable, or interferes with the use and enjoyment of the Property for the Project.

(C) Not later than ten (10) days after execution of this Agreement, the Purchaser shall order, at the Purchaser's expense, a title commitment. Immediately upon its receipt of such title commitment, Purchaser's attorney shall provide Seller's attorney with a copy of same. Within ten (10) days after its receipt of such title commitment, the Purchaser shall give written notice of any Objections to the Seller. The Purchaser shall be deemed to have waived any Objection not specified in such notice, except for any Objection first arising prior to Closing.

(D) The Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense or liability (contingent or otherwise) to remedy an Objection, except that liens, judgments or money encumbrances on the Property shall be paid or escrowed out of the closing proceeds. If the Seller is unable to convey title in accordance with this Agreement or does not elect to remedy any Objection, the Purchaser may elect either (i) to accept such title as the Seller is able to convey on the

closing date, without any reduction of the purchase price or any credit or allowance on account thereof or any other claim against the Seller, or (ii) to rescind this Agreement and be refunded the Deposit. Such election shall be made by the Purchaser within three days of written notice by the Seller to the Purchaser to the effect that the Seller is unable to convey title in accordance with this Agreement or does not elect to remedy an Objection.

(E) Although it is not obligated to do so, the Seller shall have the right to remedy any Objection. For the purpose of remedying Objections, the Seller shall have the right to one or more adjournments of the closing date for an aggregate period not exceeding sixty (60) days unless agreed to in writing by both parties. If the Seller fails to remedy the Objections prior to the adjourned closing date, the provisions of subsection (D) above shall be applicable, and the Seller shall be deemed to have elected not to remedy the Objections in which case, Purchaser shall have the right to terminate the Agreement and receive return of all deposit money.

(F) Purchaser shall diligently order a survey to be completed on the property and shall advise the Seller within thirty (30) days of execution of the Agreement of any provisions of the survey which are unacceptable.

7. **Due Diligence.** Buyer shall have thirty (30) days from the execution of this contract to conduct due diligence. During the due diligence period or any agreed upon extensions, Buyer may cancel the contract in Buyer's sole and absolute discretion for any or no reason and secure a return of the Buyer's deposit. Thereafter, this due diligence contingency shall be deemed satisfied.

7.1 Buyer agrees to apply within thirty (30) days of this Agreement to the Maplewood Village Alliance and immediately upon approval of the Maplewood Village Alliance to the Maplewood Planning Board for final site plan approval. If final non-appealable site plan approval is not received by July 15, 2015, either party may cancel this Agreement and the deposit money will be returned to Buyer. However, if on July 15, 2015 Purchaser is diligently pursuing final non-appealable site plan approval this period shall be extended for an additional ninety (90) days.

8. **Seller's Representations.** In consideration of the premises, Seller makes the following representations to Purchaser, which representations shall be deemed true and correct as of the date hereof, and as of the date of closing. If any of the following representations prove false, at any time at or prior to closing, then Purchaser may terminate this Agreement, by giving notice to the Seller:

(i) There are no agreements for services, improvements or construction entered into by Seller in connection with the Property that shall be assumed by the Purchaser.

(ii) Seller represents that it has no knowledge of any violations of zoning and/or building laws, statutes, ordinances, orders or requirements affecting the Property issued by any governmental agency or any department thereof, having jurisdiction over the Property.

(iii) Seller represents that it has no knowledge of an agreement, written or oral, with the City, County or other governmental agencies which would affect or impair the operation of the Property.

(iv) Seller represents that it has the full power and authority to enter into and execute this Agreement and to perform all acts and conditions required to be performed by the terms of this Agreement.

(v) All utilities servicing the Property have access from dedicated and accepted streets or over valid easements.

- (vi) The Property will be delivered vacant at closing.
- (vii) The Property will be delivered in broom clean condition, and in "as is" condition.
- (viii) Seller has no knowledge of any pending or threatened litigation or claim concerning the Property.
- (ix) There are no unpaid leasing or broker commissions regarding the Property.

(x) In the event that the truthfulness of any of the representations set forth in this paragraph shall change between the date hereof, and the date of closing, Seller shall promptly give notice thereof to Purchaser, and immediately seek to remedy such situation, prior to closing.

No representations made in Section 8(i) through (viii) shall survive closing of title.

9. **Purchaser Representations.** In consideration of the premises, Purchaser makes the following representations to Seller, which representations shall be deemed true and correct as of the date hereof, and as of the date of closing. If any of the following representations prove false, at any time at or prior to closing, then Seller may terminate this Agreement, by giving notice to the Purchaser:

(i) Purchaser represents that it has the full power and authority to enter into and execute this Agreement and to perform all acts and conditions required to be performed by the terms of this Agreement.

(ii) Purchaser represents that Purchaser has sufficient cash to close this transaction.

10. **Environmental Due Diligence.** Purchaser shall have thirty days from execution of this contract to conduct environmental due diligence and upon the same terms and conditions as set forth in paragraph 7.

11. **Condition of Property.** The Purchaser acknowledges and confirms that the Purchaser is not relying on any representation or inducement which was or may have been made or implied by the Seller or any other party acting on behalf of the Seller with respect to the Property or any circumstances or conditions affecting the Property except as expressly set forth in this Agreement (including, without limitation, matters relating to approvals and requirements of governmental authorities and utility companies). The Purchaser has investigated and otherwise inspected the Property, and the circumstances and conditions affecting the Property, to its full satisfaction. The Purchaser is purchasing the Property "As Is" but subject to the terms of this Agreement.

Purchaser shall have the right to inspect the Property immediately prior to closing to confirm that the Property remains in substantially the same condition as existed as of the date of this Agreement. If the Property is not in the condition as described above, Seller shall take such action as is reasonably necessary to bring the Property into conformity with the provisions of this paragraph.

12. **Assessments.** Confirmed assessments, if any, as of the date hereof shall, at Seller's option, be either credited to the purchase price or paid in full by Seller at or prior to closing. Unconfirmed assessments, without specific amount, if any, shall be paid and allowed by the Seller on account of the purchase price if the improvement or work has been completed on or before the date hereof. Seller represents that it has no knowledge of any pending or threatened assessment.

13. **Documents to be Delivered by Seller.** At the closing, the Seller shall also deliver to the Purchaser:

- (i) the customary New Jersey form of bargain and sale deed, with covenants against grantor's acts, duly executed by the Seller in form for recordation (the "Deed").
- (ii) the customary New Jersey form of affidavit of title, duly executed by the Seller.
- (iii) a certified copy of a resolution adopted by the Maplewood Township Committee authorizing the transaction contemplated by this Agreement.
- (iv) a closing statement showing the applicable closing adjustments, duly executed by the Seller.
- (v) such other documents as may be reasonably required by Purchaser's title company in order for it to insure title.

14. **Documents to be Delivered By Purchaser at Closing.** At closing, the Purchaser shall deliver to the Seller:

- (i) the balance of the purchase price as described in Section 3.
- (ii) a closing statement showing the applicable closing adjustments, duly executed by the Purchaser.

15. **Possession.** At the Closing, the Seller shall give the Purchaser possession of the Property free and clear of all tenants and rights of possession.

16. **Adjustments.** (A) At the Closing, the Purchaser and the Seller shall adjust for any items outstanding.

(B) Seller and Purchaser shall cause all utility service to be transferred to Purchaser as of the day of closing and Seller shall pay all final billings, providing Purchaser with a copy thereof.

17. **Entry on Property.** At reasonable times during the due diligence period, the Seller shall allow the Purchaser and its agents to enter upon the Property for the purposes of conducting inspections and surveys. The Purchaser shall indemnify the Seller against any and all liability that may be incurred by the Seller as a result of such entry onto the Property. The description set forth on Schedule A shall be revised to conform to Purchaser's survey which shall be certified to Seller.

The Purchaser shall fully indemnify and hold the Seller harmless against any and all liability, including, but not limited to, reasonable attorneys' fees and costs that may be incurred by the Seller as a result of such entry onto the Property. Seller's rights and Purchaser's obligation pursuant to this paragraph shall survive the closing.

18. **Default.** In view of the nature of the property to be conveyed, and the present condition of the real estate market, if the Purchaser shall fail or refuse to comply with and perform all of the terms, provisions, conditions, agreements, and obligations on its part to be observed, kept and performed herein, after written notice and a reasonable opportunity to cure, the entire damages which Seller will thereby sustain cannot be exactly determined, therefore, it is agreed that in the event of any default by the Purchaser, all amount paid by Purchaser as a deposit pursuant to this Agreement shall be considered as liquidated damages for any non-compliance, non-performance, breach or default by the Purchaser, and shall become the exclusive property of, and be permanently retained by Seller. Seller shall retain such amounts as liquidated damages and no further rights or causes of action shall remain against Purchaser.

If the Seller shall fail or refuse to comply with and perform all the terms, provisions, conditions, agreements and obligations on its part to be observed, kept and

performed herein, Purchaser shall be entitled to its remedies at law or in equity.

19. **Condemnation.** If a condemnation proceeding is instituted against the Property or any portion thereof, or if all or a portion of the Property is damaged by fire or other casualty, prior to closing, the Purchaser may terminate this Agreement on written notice to the Seller, whereupon the Seller shall return the Deposit to the Purchaser and neither party shall have any further liability to the other. If the Purchaser does not so terminate this Agreement, this Agreement shall continue to be effective, and the Seller shall assign to the Purchaser at closing all of the Seller's right to receive any award for such condemnation or insurance proceeds as a result of such damage (as the case may be), together with all of the Seller's rights to litigate such claim and to negotiate a settlement with the condemning authority or the insurance carrier.

20. **Risk of Loss.** Subject to the provision herein, the risk of loss due to condemnation or damage to the Property by fire or other casualty before the closing of title is assumed by the Seller. Nothing contained herein shall be construed to require the Seller to remedy or give the Purchaser a credit at closing due to any pre-existing environmental physical or other condition of the Property, or loss or damage attributable to any such condition.

21. **Brokerage.** The Purchaser and Seller acknowledge and represent to the other that no real estate broker has been used in connection with this transaction.

22. **Escrow of Deposit Monies.** Purchaser and Seller acknowledge that the Deposit and/or other payments made by Purchaser hereunder will be held by the Escrow Agent in escrow for the accommodation of the parties and the Escrow Agent shall have no liability or responsibility as escrow agent to Purchaser and Seller except to comply with the provisions hereunder. If any dispute shall arise between the parties hereto concerning the Deposit, Escrow Agent shall not be obligated to disburse such funds until the dispute is finally resolved and Purchaser and Seller, jointly and severally, agree to indemnify and hold the Escrow Agent harmless from and against all costs and expenses incurred by the Escrow Agent in connection with any said dispute or claim. Escrow Agent shall have the right at any time to deposit the Deposit with the clerk of a court in the county in which the Property is located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

The Deposit shall be placed by the Escrow Agent in a non-interest bearing account until the closing of title or sooner termination of this Agreement and shall pay over or apply the Deposit in accordance with the terms of this Agreement.

23. **Expenses.** The Seller shall pay the realty transfer fee in connection with the conveyance of the Property and the cost of cancelling any liens or encumbrances. Each party shall bear all other fees, charges and expenses incurred by it, without contribution from the other.

24. **Notices.** All communications under this Agreement shall be in writing, and shall be deemed to be sufficiently given when presented personally (including by fax transmission, Federal Express or other recognized courier for which receipt is given) or two days after having been mailed by certified mail, return receipt requested, to a party at the following addresses, or to such other address as such party may designate to the other party in writing:

To the Buyer: Maplewood Redevelopers, LLC
54 Horsehill Road, Suite 201
Cedar Knolls, New Jersey 07927
Attn: Joseph Forgione

With a copy to: Craig Alexander, Esq.
Mandelbaum Salsburg, PC
3 Becker Farm Road, Suite 105
Roseland, New Jersey 07068

To the Seller: Township of Maplewood
574 Valley Street
Maplewood, New Jersey 07040

With a copy to: Roger J. Desiderio, Esq.
Bendit Weinstock
80 Main Street
West Orange, New Jersey 07052

25. **Bulk Sales Law.** The Parties understand that this transaction may constitute a "Bulk Sale" under the laws of the State of New Jersey and the parties agree to promptly take all steps necessary to comply with the so-called "Bulk Sales" Law of New Jersey. Seller will provide the Purchaser with a tax clearance certificate at closing and agrees to escrow any monies as directed by the State of New Jersey, Division of Taxation. Purchaser shall make a timely application for a tax clearance certificate. Seller agrees to provide Purchaser with all information needed to notify the New Jersey taxing authorities and any other state governmental agency. Escrows, if any, expressly required by a governmental agency, shall be held by the Escrow Agent in the same manner as the Deposit pursuant to Paragraph 21 of this Agreement.

26. **No survival.** Except as otherwise provided, none of the provisions of this Agreement shall survive the delivery of the deed.

27. **Further Assurances.** From time to time at the request of either the Seller or the Purchaser (whether before, at or after closing), the other party shall execute, acknowledge and deliver such other and further documents as the requesting party may reasonably request to better effectuate the provisions of this Agreement.

28. **Entire Agreement; Merger Clause.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous representations, agreements and understandings, whether written or oral.

29. **Miscellaneous.**

- (i) No provision of this Agreement may be changed or waived orally, but only by an instrument in writing signed by the party to be charged therewith.
- (ii) This Agreement shall be construed and enforced in accordance with the internal laws of the State of New Jersey, without giving effect to the principles of conflicts of law.
- (iii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.
- (iv) As used herein, the term "including" shall be deemed to mean "including without limitation."
- (v) This Agreement is binding on the parties and their successors and assigns.

(vi) The parties agree that any omissions or errors in making the final adjustments at the time of closing shall be corrected and paid within fourteen (14) days after written notification of such error, by either party is given to the other party or to their respective attorney. This paragraph shall survive closing of title, notwithstanding delivery and acceptance of the deed and the execution of a closing statement.

(vii) This Agreement may not be assigned by the Purchaser. However, Purchaser may assign this Agreement to an entity managed by Joseph Forgione.

(viii) This Agreement is contingent upon the execution of and terms and conditions of a Redeveloper Agreement and Tax Agreement between the parties in form reasonably satisfactory to the Buyer. The Redeveloper Agreement shall confirm that the only COAH, Mt. Laurel or affordable housing obligation relating to the Project shall be the sum of One Hundred Thousand Dollars (\$100,000), which shall be paid at the Closing.

(ix) This Agreement is contingent upon the issuance of the Development Approvals for the Project, all of which shall be final and non-appealable. For purposes of this Agreement, the term "Development Approvals" shall include: (i) all zoning approvals, (ii) preliminary and final site plan and subdivision approval, (iii) the final approved site plan and subdivision plan being signed by all necessary municipal officials/agencies, (iv) the issuance of all water and sewer connection permits required for the Project, (v) Essex County Planning Board approval, (vi) approval from the soil conservation district, (vii) all required NJDEP and NJDOT permits and approvals, if any; (viii) the issuance of all required federal, state, county and local permits and approvals for the Project, (ix) wetlands delineation, letter of interpretation, resource classification and flood hazard certification, if applicable, and (x) approvals from any other governmental agency having jurisdiction over the Property. The Development Approvals shall not include the issuance of building permits.

(x) The Township agrees to secure all easements necessary to provide utility service to the Property in order to service the Project.

(xi) Seller agrees to reasonably cooperate in the event Buyer desires to acquire the Property in connection with a Section 1031 exchange.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

TOWNSHIP OF MAPLEWOOD

By: _____

MAPLEWOOD REDEVELOPERS, L.L.C.

By: _____
Joseph Forgione, Managing Member

SCHEDULE A

PROPERTY DESCRIPTION ATTACHED HERETO AND MADE
A PART HEREOF

APRIL 2, 2015

**EXHIBIT G-1
PUBLIC ACCESS EASEMENT**

78674370.8

Record and Return to:
Andy S. Norin
Drinker Biddle & Reath LLP
500 Campus Drive
Florham Park, New Jersey 07932

Prepared By:

Andy S. Norin, Esq.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made on this ____ day of _____, 2015, by and between **MAPLEWOOD REDEVELOPERS, L.L.C.**, a New Jersey limited liability company with business offices located at 54 Horse Hill Road, Suite 201, Cedar Knolls, New Jersey 07927 (the "**Grantor**"), and the **TOWNSHIP OF MAPLEWOOD**, a municipal corporation of the State of New Jersey (the "**State**") with offices at 574 Valley Street, Maplewood, New Jersey 07040 (the "**Township**").

WITNESSETH:

WHEREAS, the Township owned the entirety of Block 13.09, Lots 180, 181 and 185 on the tax map of the Township and the Mayor and Governing Body of the Township (the "**Governing Body**") designated such parcels as an area in need of rehabilitation (the "**Rehabilitation Area**") under the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"); and

WHEREAS, on July 16, 2013 the Governing Body adopted an ordinance implementing a redevelopment plan for the Rehabilitation Area in accordance with the *N.J.S.A. 40A:12A-7* (the "**Redevelopment Plan**"); and

WHEREAS, the Governing Body acts as the redevelopment entity for such Redevelopment Plan in accordance with *N.J.S.A. 40A:12A-4*; and

WHEREAS, the Governing Body designated Grantor as redeveloper of the Rehabilitation Area and the Township and Grantor entered into that certain Redevelopment and Land Disposition Agreement dated [] (the "**Redevelopment Agreement**"); and

WHEREAS, the Township and Grantor also entered into that certain Purchase and Sale Agreement, dated [] (the "**PSA**") pursuant to which the Township agreed to sell to Grantor and Grantor agreed to purchase from the Township, fee title to the portion of the Rehabilitation Area more particularly described on **Exhibit A** annexed hereto ("**Grantor's Property**");

WHEREAS, Grantor obtained preliminary and final site plan and subdivision approval for the redevelopment of the Rehabilitation Area, including the Grantor's Property pursuant to a memorializing resolution dated [] (the "**Site Plan and Subdivision Approval**"); and all improvements approved as part of the redevelopment of the Rehabilitation Area, including the

Grantor's Property pursuant to the Site Plan and Subdivision Approval are hereinafter referred to as the "Project");

WHEREAS, pursuant to the Redevelopment Agreement and the PSA, the Township conveyed to Grantor fee simple title to Grantor's Property by bargain and sale deed, which deed was recorded immediately prior to this Easement Agreement;

WHEREAS, In accordance with the terms of the Redevelopment Agreement the PSA and the Site Plan and Subdivision Approval, Grantor will construct the Project and is required to grant to the Township an easement over portions of Grantor's Property for vehicular access and parking and for pedestrian public access; and

WHEREAS, Grantor is willing to grant to the Township, and the Township is willing to accept from Grantor, a public access easement within a portion of the Grantor's Property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises, covenants and conditions hereinafter contained, Grantor does hereby grant and convey to the Township, its successors and assigns forever, and the Township does hereby accept, the easement set forth herein on the terms and conditions herein contained.

1. **Grant of Pedestrian Public Access Easement.** Grantor hereby grants to the Township, and the Township hereby accepts from Grantor, a non-exclusive easement (the "Pedestrian Access Easement") over, upon and across the portion of the Property shown on the plan annexed hereto as **Exhibit B** (the "Easement Plan") and more particularly described in **Exhibit C** annexed hereto (the "Sidewalk Easement Premises") for the purpose of providing pedestrian access for the benefit of the public.

2. **Grant of Vehicular Public Access and Parking Easement.** Grantor hereby grants to the Township, and the Township hereby accepts from Grantor, a non-exclusive easement (the "Vehicular Access and Parking Easement"); and together with the Pedestrian Access Easement, the "Easements") over, upon and across the portion of the Property shown on the Easement Plan and more particularly described in **Exhibit D** attached hereto (the "Driveway and Parking Easement Premises"; and together with the Sidewalk Easement Premises, the "Easement Premises"), for the purpose of providing vehicular access and parking for the benefit of the public.

3. **Construction and Maintenance.** (a) Grantor, at Grantor's sole cost and expense, shall construct all improvements within the Easement Premises in accordance with the Site Plan and Subdivision Approval, the Redevelopment Agreement and all other applicable governmental approvals.

(b) Grantee, at its sole cost and expense, shall maintain and repair the Easement Premises and the improvements constructed by Grantor therein.

(c) All work pursuant to this Easement Agreement shall be performed (including, without limitation, construction, installation and maintenance) in a good and workmanlike manner, with a minimum of inconvenience to the Grantor, its tenants and occupants of Grantor's Property, and the public, and, to the extent applicable, in accordance with all permits and approvals and all applicable legal requirements. Any damage caused to Grantor's Property or the improvements thereon in the course of such work shall be promptly repaired and such lands restored to their condition immediately prior to such damage, at the sole cost and expense of the party performing such work. All work shall be undertaken and completed in a prompt manner and with all due diligence.

(d) If the Township, in Grantee's opinion, fails to properly repair or maintain all or part of the Easement Premises, the Grantee shall provide the Township with written notice detailing the item(s) which it believes the Township has not repaired or maintained. Upon receipt of such notice the Township shall have a reasonable period of time to undertake such repairs and maintenance and the Township shall reply to the Grantee in writing detailing the same. Should the Township then not undertake the repairs and maintenance as set forth in writing, then Grantee shall have the right at its sole cost and expense to undertake such repair and maintenance. Notwithstanding the foregoing, Grantee shall have the right to make such repairs and perform such maintenance, at its sole cost and expense, immediately upon notice to the Township with respect to any situation that creates an immediate threat to public safety or personal property (including failure to promptly remove snow and ice).

4. Regulation. (a) Use of the Easement Premises may be reasonably regulated by the Township in accordance with applicable ordinances of the Township of Maplewood and all applicable laws of the State of New Jersey.

(b) Notwithstanding the foregoing, no member of the public shall use the Easement Premises in any manner or for any purpose, or do, bring or keep anything therein, which, in the reasonable judgment of Grantor, would in any way impair the character or appearance of the Project, or tend to impair or exceed the design criteria or structural integrity of any improvements within the Easement Premises, or result in the use of the Easement Premises in a manner or for a purpose not intended; nor shall any member of the public use the Easement Premises in any manner, which, in the reasonable judgment of the Grantor, may be prejudicial to the business of Grantor. Specifically members of the public may only park vehicles in designated parking spaces and shall not park in driveways, fire lanes, or any portion of the Easement Premises other than designated parking spaces and shall not repair or wash vehicles within the Easement Premises.

(c) In the event that the Township fails to reasonably regulate the Easement Premises and enforce the terms of this Section, then Grantor shall have the right to enforce the terms of this Section and any other reasonable rules and regulations promulgated by Grantor, but only after providing the Township with ten (10) days advance written notice (except in case of emergency in which case no notice shall be required).

(d) Grantor may close the Easement Premises for limited periods as necessary to perform any repairs or maintenance or to construct improvements in accordance with applicable laws and all permits and approvals.

5. **Reservation of Rights by Grantor.** Subject to the limitations set forth in this Easement Agreement, Grantor shall have the right to use, occupy and enjoy the surface of, the subsurface under, and the air space over the Easement Premises for any lawful purpose which does not unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easements by the public pursuant to this Easement Agreement. For the purposes of this provision, and notwithstanding anything to the contrary contained herein, the Township hereby agrees that the construction, installation, repair, replacement or maintenance within the Easement Premises of sewer, gas, electric and other utilities and appurtenant facilities, and any other improvements constructed pursuant to the Site Plan and Subdivision Approval, installed in compliance with applicable legal requirements, shall not be deemed to unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement Premises by the public.

6. **Notices.** All notices or other communications required or permitted to be given under this Easement Agreement shall be given in writing and delivered personally or mailed by certified or registered mail, postage prepaid, or by a respectable priority delivery service such as Federal Express or UPS, addressed to the address first set forth above. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail, if sent by priority delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery. Notice given by counsel shall be effective for all purposes.

7. **Binding Effect.** The terms, covenants and conditions herein contained shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

8. **Governing Law, Forum Selection, and Waiver of Jury Trial.** The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Essex County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Essex County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

9. **No Other Agreements.** This Easement Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Easement Agreement shall not be modified except by a written instrument signed by the party against whom enforcement is sought.

10. **Miscellaneous.** If any provision of this Easement Agreement is found to be invalid or unenforceable, the remainder of this Easement Agreement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Easement Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, Grantor and the Township sign this Easement Agreement as of the date as first set forth above.

ATTEST:

Maplewood Redevelopers, L.L.C.

By: _____

ATTEST:

The Township of Maplewood

Elizabeth J. Fritzen, Township Clerk

By: _____
Victor De Luca, Mayor

[SEAL]

STATE OF NEW JERSEY)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Maplewood Redevelopers, L.L.C., a limited liability company of the State of New Jersey (the "Redeveloper"), by _____, its _____, on behalf of the Redeveloper.

Notary Public

Commission Expiration: _____

STATE OF NEW JERSEY)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by the Township of Maplewood (the "Township"), a municipal corporation of the State of New Jersey, by Victor De Luca, its Mayor, on behalf of the Township.

Notary Public

Commission Expiration: _____

EXHIBIT A
Grantor's Property

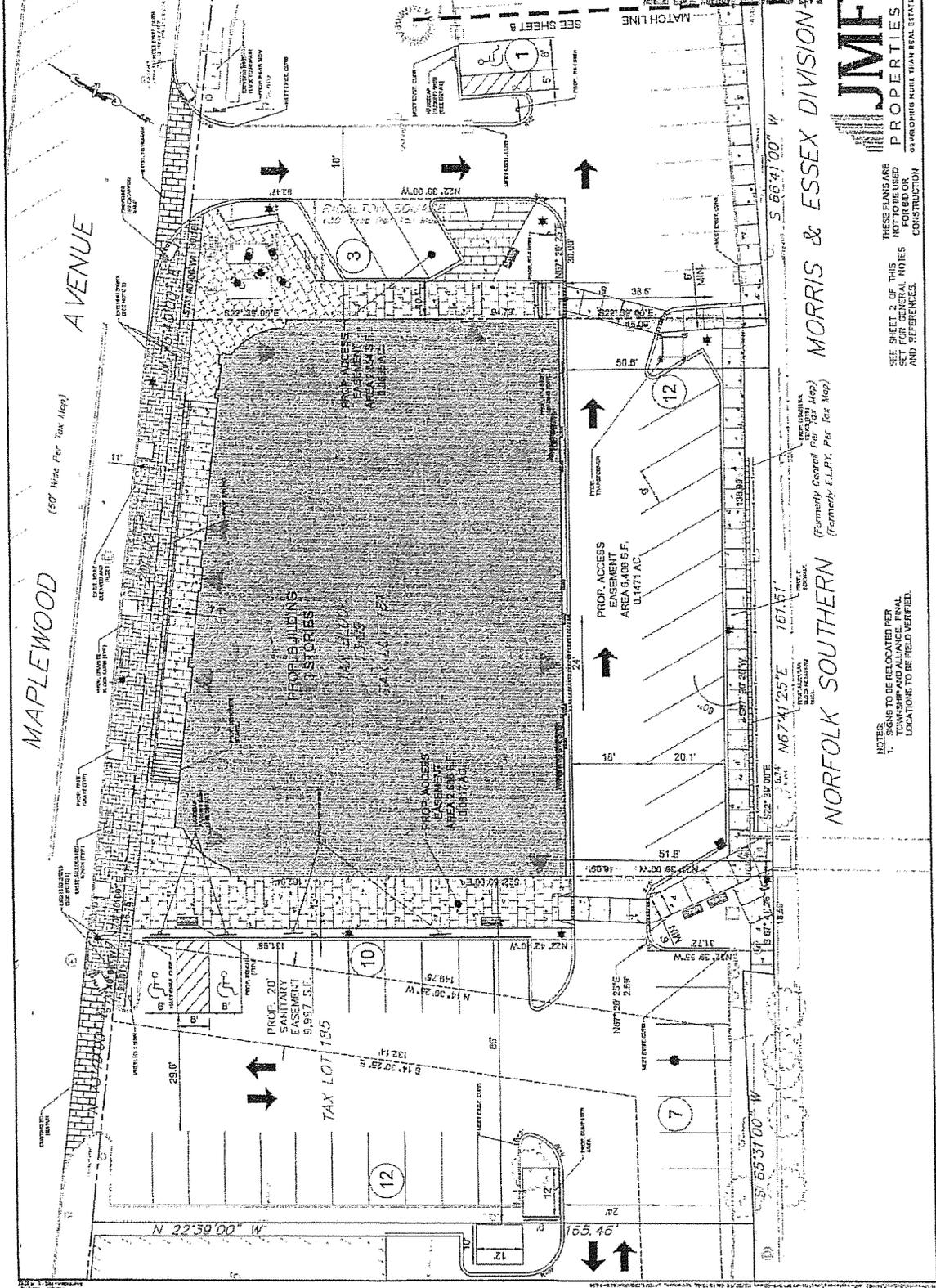
EXHIBIT B

Easement Plan

OMLAND
 1000 WEST 10TH AVENUE
 SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112
 WWW.OMLAND.COM

PRELIMINARY AND FINAL SITE PLANS
 AND FLOOR SCHEDULES PLAN FOR
 POST HOUSE
 LAYOUT & DIMENSIONING PLAN

SHEET 5
 14



MAPLEWOOD AVENUE

MAPLEWOOD AVENUE

MAPLEWOOD AVENUE

MORRIS & ESSEX DIVISION
 NORFOLK SOUTHERN
 (Formerly Central Post-Box Dep.)
 (Formerly E.L.R.P. Per Tax Map)

NOTES:
 1. SIGNS TO BE RELOCATED PER
 THE FOLLOWING SIGNAGE
 LOCATIONS TO BE FIELD VERIFIED.

THESE PLANS ARE
 NOT TO BE USED
 FOR BID OR
 CONSTRUCTION
 UNLESS SPECIFICALLY
 REFERENCED IN
 A CONTRACT.

JMT
 04-20-2010 MADE WITH REAL TECH

EXHIBIT C

Sidewalk Easement Premises



ENGINEERING ASSOCIATES, INC.

54 Horsehill Road
Cedar Knolls, New Jersey 07927
Phone: 973-359-8400
Fax: 973-359-8455

March 20, 2015
OEA Proj. 141002

DESCRIPTION OF A PARCEL OF LAND SITUATED IN THE TOWNSHIP OF MAPLEWOOD, ESSEX COUNTY, NEW JERSEY.

BEING a portion of proposed Lot 181, Block 13.09 as delineated on a map entitled "Preliminary and Final Site Plans and Minor Subdivision Plan For Post House, Layout and Dimensioning Plan, Block 13.09, Lots 185, 181, 180" dated February 26, 2015, prepared by Omland Engineering Associates, Inc. more particularly described as follows:

BEGINNING at a point in the proposed division line between Lot 178, Block 13.10 and Lot 181, Block 13.09, said point being South 22° 39' 00" East, 92.79 feet along said division line from the southerly sideline of Maplewood Avenue, 50 feet wide, and running; Thence

- 1) Along said division line, South 22° 39' 00" East, 46.09 feet to a point in same; Thence
- 2) By a new line through said Lot 181, Block 13.09, South 67° 20' 25" West, 138.99 feet to a point where the same is intersected by the division line between Proposed Lot 181 and Lot 185, Block 13.09; Thence
- 3) Along said division line, North 22° 39' 00" West, 46.09 feet to a point in same; Thence
- 4) By another new line through said Lot 181, North 67° 20' 25" East, 138.99 feet to a point where the same is intersected by the aforementioned division line between Lots 178 and 181, Block 13.09 and the point of BEGINNING.

Containing 6,406 square feet or 0.1471 acres more or less. Subject to easements and restrictions of record.

This description was prepared by:

A handwritten signature in black ink, appearing to read "D. B. Dixon".

David B. Dixon, PLS Lic. 27282
Omland Engineering Associates, Inc.

EXHIBIT D

Driveway and Parking Easement Premises



54 Horsehill Road
Cedar Knolls, New Jersey 07927
Phone: 973-359-8400
Fax: 973-359-8455

ENGINEERING ASSOCIATES, INC.

March 20, 2015
OEA Proj. 141002

DESCRIPTION OF A PARCEL OF LAND SITUATED IN THE TOWNSHIP OF MAPLEWOOD, ESSEX COUNTY, NEW JERSEY.

BEING a portion of proposed Lot 181, Block 13.09 as delineated on a map entitled "Preliminary and Final Site Plans and Minor Subdivision Plan For Post House, Layout and Dimensioning Plan, Block 13.09, Lots 185, 181, 180" dated February 26, 2015, prepared by Omland Engineering Associates, Inc. more particularly described as follows:

BEGINNING at a point in the proposed division line between Lot 178, Block 13.10 and Lot 181, Block 13.09, said point being South 22° 39' 00" East, 92.79 feet along said division line from the southerly sideline of Maplewood Avenue, 50 feet wide, and running; Thence

- 1) Along said division line, South 22° 39' 00" East, 46.09 feet to a point in same; Thence
- 2) By a new line through said Lot 181, Block 13.09, South 67° 20' 25" West, 138.99 feet to a point where the same is intersected by the division line between Proposed Lot 181 and Lot 185, Block 13.09; Thence
- 3) Along said division line, North 22° 39' 00" West, 46.09 feet to a point in same; Thence
- 4) By another new line through said Lot 181, North 67° 20' 25" East, 138.99 feet to a point where the same is intersected by the aforementioned division line between Lots 178 and 181, Block 13.09 and the point of BEGINNING.

Containing 6,406 square feet or 0.1471 acres more or less. Subject to easements and restrictions of record.

This description was prepared by:

A handwritten signature in black ink, appearing to read "D. B. Dixon".

David B. Dixon, PLS Lic. 27282
Omland Engineering Associates, Inc.

APRIL 2, 2015

**EXHIBIT G-2
CONSTRUCTION AND PLAZA EASEMENT**

Record and Return to:
Andy S. Norin
Drinker Biddle & Reath LLP
500 Campus Drive
Florham Park, New Jersey 07932

Prepared By:

Andy S. Norin, Esq.

**TEMPORARY CONSTRUCTION EASEMENT
AND MAINTENANCE AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AND MAINTENANCE AGREEMENT is made on this _____ day of _____, 2015, by and between the **TOWNSHIP OF MAPLEWOOD**, a municipal corporation of the State of New Jersey with offices at 574 Valley Street, Maplewood, New Jersey 07040 (the "**Township**"), and **MAPLEWOOD REDEVELOPERS, L.L.C.**, a New Jersey limited liability company with business offices located at 54 Horse Hill Road, Suite 201, Cedar Knolls, New Jersey 07927 (the "**Grantee**").

WITNESSETH:

WHEREAS, the Township owned the entirety of Block 13.09, Lots 180, 181 and 185 on the tax map of the Township and the Mayor and Governing Body of the Township (the "**Governing Body**") adopted an ordinance designating such parcels as an area in need of rehabilitation (the "**Rehabilitation Area**") under the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"); and

WHEREAS, on July 16, 2013 the Governing Body adopted an ordinance implementing a redevelopment plan for the Rehabilitation Area in accordance with the *N.J.S.A. 40A:12A-7* (the "**Redevelopment Plan**"); and

WHEREAS, the Governing Body acts as the redevelopment entity for such Redevelopment Plan in accordance with *N.J.S.A. 40A:12A-4*; and

WHEREAS, the Governing Body designated Grantee as redeveloper of the Rehabilitation Area and the Township and Grantee entered into that certain Redevelopment and Land Disposition Agreement dated [] (the "**Redevelopment Agreement**"); and

WHEREAS, the Township and Grantee also entered into that certain Purchase and Sale Agreement, dated [] (the "**PSA**") pursuant to which the Township agreed to sell to Grantee and Grantee agreed to purchase from the Township, fee title to the portion of the Rehabilitation Area more particularly described on **Exhibit A** annexed hereto ("**Grantee's Property**");

WHEREAS, Grantee obtained preliminary and final site plan and subdivision approval for the redevelopment of the Rehabilitation Area, including the Grantee's Property pursuant to a memorializing resolution dated [] (the "**Site Plan and Subdivision Approval**"); and all

improvements approved as part of the redevelopment of the Rehabilitation Area, including the Grantee's Property pursuant to the Site Plan and Subdivision Approval are hereinafter referred to as the "Project");

WHEREAS, pursuant to the Redevelopment Agreement and the PSA, the Township conveyed fee simple title to Grantee's Property by bargain and sale deed, which deed was recorded immediately prior to this Easement Agreement;

WHEREAS, the Township remains the fee title owner of the portion of the Rehabilitation Area designated as Block 13.09, Lot 185 and owns certain other property adjacent to the Rehabilitation Area designated as Block 13.09, Lot 178 (the "Township's Property")

WHEREAS, In accordance with the terms of the Redevelopment Agreement the PSA and the Site Plan and Subdivision Approval, Grantee will be constructing certain improvements on the Township's Property and the Township is required to grant to Grantee an easement over portions of the Township's Property for the construction of certain improvements; and

WHEREAS, the Township is willing to grant to Grantee, and Grantee is willing to accept from the Township, an easement for such purposes within a portion of the Township's Property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises, covenants and conditions hereinafter contained, the Township does hereby grant and convey to Grantee, its successors and assigns forever, and the Township does hereby accept, the easement set forth herein on the terms and conditions herein contained.

1. **Grant of Construction Easement.** The Township hereby grants to Grantee, and Grantee hereby accepts from the Township, a temporary easement (the "**Construction Easement**") over, under, in and upon and across the portions of the Property shown on the plan annexed hereto as **Exhibit B** (the "**Easement Plan**") and more particularly described in **Exhibit C-1 and C-2** annexed hereto (the "**Easement Premises**") for the purpose of construction access and use, including without limitation, storage of vehicles, equipment and soil, by Grantee and Grantee's employees, consultants, agents, contractors, subcontractors and invitees, in connection with the construction of the Project pursuant to the Site Plan and Subdivision Approval. Grantee, at Grantee's sole cost and expense, shall construct all improvements within the Easement Premises in accordance with the Site Plan and Subdivision Approval, the Redevelopment Agreement and all other applicable governmental approvals. Upon completion of the construction, and acceptance of the construction by the Township, the Construction Easement shall be extinguished.

2. **Maintenance.** (a) The Easement Premises shall be maintained and repaired by the Township at the Township's sole cost and expense.

(b) All work pursuant to this Easement Agreement shall be performed (including, without limitation, construction, installation and maintenance) in a good and

workmanlike manner, with a minimum of inconvenience to the Grantee, its tenants and occupants of Grantee's Property, and the public, and, to the extent applicable, in accordance with all permits and approvals and all applicable legal requirements. Any damage caused to Grantee's Property or the improvements thereon in the course of such work shall be promptly repaired and such lands restored to their condition immediately prior to such damage, at the sole cost and expense of the party performing such work. All work shall be undertaken and completed in a prompt manner and with all due diligence.

(c) If the Township, in Grantee's opinion, fails to properly repair or maintain all or part of the Easement Premises, the Grantee shall provide the Township with written notice detailing the item(s) which it believes the Township has not repaired or maintained. Upon receipt of such notice the Township shall have a reasonable period of time to undertake such repairs and maintenance and the Township shall reply to the Grantee in writing detailing the same. Should the Township then not undertake the repairs and maintenance as set forth in writing, then Grantee shall have the right at its sole cost and expense to undertake such repair and maintenance. Notwithstanding the foregoing, Grantee shall have the right to make such repairs and perform such maintenance, at its sole cost and expense, immediately upon notice to the Township with respect to any situation that creates an immediate threat to public safety or personal property (including failure to remove snow and ice).

3. Regulation. (a) The use of the Easement Premises may be reasonably regulated by the Township in accordance with all applicable ordinances of the Township of Maplewood and all applicable laws of the State of New Jersey.

(b) Notwithstanding the foregoing, no member of the public shall use the Easement Premises in any manner or for any purpose, which, in the reasonable judgment of Grantee, would in any way impair or tend to impair the character or appearance of the Project, or tend to impair or exceed the design criteria of any improvements within the Easement Premises, or result in the use of the Easement Premises in a manner or for a purpose not intended; nor shall any member of the public use the Easement Premises in any manner, which, in the reasonable judgment of the Grantee, may be prejudicial to the business of Grantee.

(c) In the event that the Township fails to reasonably regulate the Easement Premises and enforce the terms of this Section, then Grantee shall have the right to enforce the terms of this Section and any other reasonable rules and regulations promulgated by Grantee, but only after providing the Township with ten (10) days advance written notice (except in case of emergency in which case no notice shall be required).

(d) Grantee may close the Easement Premises for limited periods as necessary to perform any repairs or maintenance or to construct improvements in accordance with applicable laws and all permits and approvals.

4. Reservation of Rights by the Township. Subject to the limitations set forth in this Easement Agreement, and except for any period of construction pursuant to the Construction Easement, the Township shall have the right to use, occupy and enjoy the surface of, the subsurface

under, and the air space over the Easement Premises for any lawful purpose which does not unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easements. For the purposes of this provision, and notwithstanding anything to the contrary contained herein, the Grantee hereby agrees that the construction, installation, repair, replacement or maintenance within the Easement Premises of sewer, gas, electric and other utilities and appurtenant facilities, installed in compliance with applicable legal requirements, shall not be deemed to unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement Premises by Grantee.

5. **Indemnification and Insurance.** The Grantee agrees to defend, indemnify and save harmless Township and its successors and assigns from any and all liability claims and demands whatsoever, including reasonable attorneys' fees, arising out of claims made by any person for bodily injury or damage to property occasioned by the Grantee's exercise of its rights in this Easement Agreement, unless arising from the negligence or willful misconduct of the Township. The Grantee at all times shall maintain commercial general liability insurance covering the Easement Premises in a minimum amount of \$1,000,000.000 per occurrence and naming the Township as an additional insured and as a certificate holder.

6. **Notices.** All notices or other communications required or permitted to be given under this Easement Agreement shall be given in writing and delivered personally or mailed by certified or registered mail, postage prepaid, or by a respectable priority delivery service such as Federal Express or UPS, addressed to the address first set forth above. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail, if sent by priority delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery. Notice given by counsel shall be effective for all purposes.

7. **Binding Effect.** The terms, covenants and conditions herein contained shall run with the land for the benefit of Grantee's Property and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

8. **Governing Law, Forum Selection, and Waiver of Jury Trial.** The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Essex County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Essex County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

9. **No Other Agreements.** This Easement Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Easement Agreement shall not be modified except by a written instrument signed by the party against whom enforcement is sought.

10. **Miscellaneous.** If any provision of this Easement Agreement is found to be invalid or unenforceable, the remainder of this Easement Agreement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Easement Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, Grantee and the Township sign this Easement Agreement as of the date as first set forth above.

ATTEST:

Maplewood Redevelopers, L.L.C.

By: _____

ATTEST:

The Township of Maplewood

Elizabeth J. Fritzen, Township Clerk

By: _____
Victor De Luca, Mayor

[SEAL]

STATE OF NEW JERSEY)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Maplewood Redevelopers, L.L.C., a limited liability company of the State of New Jersey (the "Redeveloper"), by _____, its _____, on behalf of the Redeveloper.

Notary Public

Commission Expiration: _____

STATE OF NEW JERSEY)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ ,
2014, by the Township of Maplewood (the "Township"), a municipal corporation of the State of
New Jersey, by Victor De Luca, its Mayor, on behalf of the Township.

Notary Public

Commission Expiration: _____

EXHIBIT A
GRANTEE'S PROPERTY

**EXHIBIT B
EASEMENT PLAN**

**EXHIBIT C-1
EASEMENT PREMISES**

[AREA WITHIN LIMIT OF DISTURBANCE ON LOT 185]

**EXHIBIT C-2
EASEMENT PREMISES**

[AREA WITHIN LIMIT OF DISTURBANCE ON LOT 178]

APRIL 2, 2015

EXHIBIT H
FORM OF TAX AGREEMENT

Record and Return to:

Jennifer L. Credidio, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

TAX AGREEMENT

THIS TAX AGREEMENT (hereinafter "**Agreement**" or "**Tax Agreement**"), made this _____ day of _____, 2015 by and between the **TOWNSHIP OF MAPLEWOOD**, a municipal corporation of the State of New Jersey (the "**State**") with offices at 574 Valley Street, Maplewood, New Jersey 07040 (the "**Township**") and **MAPLEWOOD REDEVELOPERS, L.L.C.**, a New Jersey limited liability company with business offices located at 54 Horse Hill Road, Suite 201, Cedar Knolls, New Jersey 07927, and its successors and assigns (the "**Redeveloper**").

WITNESSETH:

WHEREAS, the Mayor and Governing Body of the Township (the "**Governing Body**") has adopted an ordinance designating Block 13.09, Lots 180, 181 and 185 on the tax map of the Township as an area in need of rehabilitation (the "**Rehabilitation Area**") under the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"); and

WHEREAS, on July 16, 2013 the Governing Body adopted an ordinance implementing a redevelopment plan for the Rehabilitation Area in accordance with the *N.J.S.A. 40A:12A-7* (the "**Redevelopment Plan**"); and

WHEREAS, the Governing Body acts as the redevelopment entity for such Redevelopment Plan in accordance with *N.J.S.A. 40A:12A-4*; and

WHEREAS, the Governing Body has designated the Redeveloper as redeveloper of a portion of the Rehabilitation Area and has authorized the execution of that certain redevelopment agreement in connection therewith (the "**Redevelopment Agreement**"); and

WHEREAS, pursuant to and in accordance with the provisions of the Five-Year Exemption and Abatement Law, *N.J.S.A. 40A:21-1 et seq.* (the "**Tax Exemption Law**" and together with the Redevelopment Law, the "**Acts**"), the Township is authorized to provide for a tax exemption and for payments in lieu of taxes in an area in need of rehabilitation or area in need of redevelopment; and

WHEREAS, on February 3, 2015, the Governing Body adopted Ordinance 2768-15 permitting tax exemptions for the construction of commercial uses, multiple dwellings, and

mixed use projects (as such terms are defined in the Tax Exemption Law) in the Rehabilitation Area and authorizing tax agreements for same; and

WHEREAS, the Redeveloper has submitted an application to the Township for a tax exemption, all in accordance with the Tax Exemption Law, including without limitation *N.J.S.A.* 40A:21-9 (the "**Exemption Application**", a copy of which is attached hereto as Exhibit A) and the Exemption Application was accepted and approved pursuant to Ordinance _____ of the Governing Body duly adopted on _____ (the "**Ordinance**") which authorized the execution of this Tax Agreement with the Redeveloper; and

WHEREAS, the Township and the Redeveloper have reached agreement with respect to, among other things, the terms and conditions relating to the tax exemption and payments in lieu of taxes and desire to execute this Tax Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE I GENERAL PROVISIONS

SECTION 1.01 General Definitions

(a) The following terms shall have the respective meanings ascribed to such terms in the preambles:

Acts
Agreement
Exemption Application
Governing Body
Ordinance
Redeveloper
Redevelopment Agreement
Redevelopment Law
Redevelopment Plan
Rehabilitation Area
State
Tax Agreement
Tax Exemption Law
Township

(b) The following terms as used in this Tax Agreement shall, unless the context clearly requires otherwise, have the following meanings:

Certificate of Occupancy - The document issued by the Township in accordance with the New Jersey Administrative Code, authorizing the permanent occupancy of a building or structure, or a portion thereof, on the Project Site.

Improvements - Shall mean, individually or collectively, as the case may be, only those improvements approved by the Planning Board under the Site Plan Approval to be constructed on, in or under the Project Site in accordance with the Redevelopment Agreement comprised of approximately twenty (20) residential rental units, approximately 9,145 square feet of retail space, structured and surface parking, related amenity space and improvements, including all appurtenances attached thereto and made a part thereof.

In Rem Tax Foreclosure - A summary proceeding by which the Township may enforce the lien for taxes or other municipal charges due and owing by a tax sale, all in accordance with the Tax Sale Law, *N.J.S.A. 54:5-1 et seq.*

Material Condition - Shall have the meaning applied to such term as set forth in Section 4.05 hereof.

Project - Means the development of the Improvements, pursuant to the Site Plan Approval in, on and around the Project Site pursuant to the terms set forth in this Agreement and the Redevelopment Agreement.

Project Completion Date - Means the earlier of: (i) the issuance of a Certificate of Occupancy for the entire Project; or (ii) two years from the date of any building permit with respect to the Project, other than a demolition permit.

Project Site - Means the land shown and described on Schedule 1 annexed hereto, which is that portion of the Rehabilitation Area for which the Redeveloper has been designated by the Township as redeveloper under the Redevelopment Law.

Site Plan Approval - preliminary and final site plan approval granted by the Township Planning Board for the Project upon the Project Site.

Tax Assessor - The tax assessor for the Township.

Tax Sale Law - *N.J.S.A. 54:5-1 et seq.*, as the same may be amended and supplemented from time to time.

Tax Year - A twelve (12) month period which is determined to be a tax year in accordance with the Township's tax calendar as prescribed by all applicable law.

SECTION 1.02 Exhibits and Schedules Incorporated

All exhibits and schedules referred to in this Tax Agreement and attached hereto are incorporated herein and made part hereof. Such exhibits and schedules include:

Schedule 1 Metes and bounds description of the Project Site

Exhibit A Exemption Application

ARTICLE II
APPROVAL

SECTION 2.01 Township Approval of Tax Exemption

Pursuant to the Ordinance, the Improvements on the Project Site shall be exempt from real property taxation until the fifth (5th) anniversary of the Project Completion Date as provided for herein and in the Tax Exemption Law. The Redeveloper hereby expressly covenants, warrants and represents that the Project, including any Improvements related thereto, shall be used, managed and operated for the purposes set forth in the Exemption Application and in accordance with the Redevelopment Agreement, the Acts and all applicable law. Prior to the Project Completion Date, the Project Site, including any and all current improvements related thereto, shall be assessed and taxed according to the general law applicable to all other non-exempt property located within the Township. For reference purposes, and not by way of limitation, the estimated assessment on the land portion of the Project Site for calendar year 2015 is \$696,800.00, which applying the 2014 tax rates would yield a total tax payment on the land of \$24,558.23. This estimated assessment, and the generally applicable tax rates, may change from time to time in accordance with general law. For reference purposes, and not by way of limitation, the estimated assessment on the existing improvements on the Project Site (the "Existing Improvements") for calendar year 2015 is \$978,500.00, which applying the 2014 tax rates would yield a total tax payment on the current improvements of \$34,482.34. This estimated assessment, and the generally applicable tax rates, may change from time to time in accordance with general law, including by means of a tax appeal if filed with respect thereto. Notwithstanding the foregoing, the parties acknowledge and agree that the Redevelopment Plan contemplates that the Redeveloper will demolish the Existing Improvements. Furthermore, the Project Site is currently owned by the Township and is exempt from taxation. If, upon Redeveloper's acquisition of the Project Site from the Township, a demolition permit for the Existing Improvements has been issued by the Township, then the issuance of such permit shall serve as evidence that the Existing Improvements are obsolete and the assessment on the Existing Improvements will be eliminated, provided, however, that if the Existing Improvements are not actually demolished prior to December 31, 2015, then the Assessor may reassess the value of the Existing Improvements in accordance with applicable law.

SECTION 2.02 Township Approval of Project to be Undertaken by the Redeveloper

Approval is hereby granted by the Township to the Redeveloper for the development, financing, acquisition, construction, management and operation of the Project, which shall in all respects comply and conform to the Redevelopment Agreement and all applicable statutes of the State, and the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof.

SECTION 2.03 Improvements to be Constructed

The Redeveloper hereby covenants, warrants and represents that it will construct and/or renovate the Project Site in accordance with the Redevelopment Agreement and the Redevelopment Plan.

ARTICLE III
DURATION OF AGREEMENT

SECTION 3.01 Term

(a) It is hereby expressly understood and agreed by the parties that the tax exemption granted and referred to in Section 2.01 hereof and the obligation to make payments in lieu of taxes required under Article IV hereof shall, provided that there shall not be a default under this Tax Agreement or the Redevelopment Agreement, remain in effect until the fifth (5th) anniversary of the Project Completion Date. Upon the expiration of the tax exemption granted and provided for herein, the Improvements related thereto shall thereafter be assessed and taxed according to the general law applicable to all other non-exempt property located within the Township.

(b) Upon the expiration of the tax exemption provided for herein, all restrictions and limitations of this Tax Agreement imposed upon the Redeveloper and the Project Site, including any Improvements related thereto, excluding (i) the requirement to make payment of any payments in lieu of taxes due and owing hereunder, and (ii) any and all related and available remedies of the Township, shall terminate.

SECTION 3.02 Apportionment

Notwithstanding anything contained in this Tax Agreement to the contrary, in the event that this Tax Agreement shall be terminated, the procedure for the apportionment of any taxes shall be the same as would otherwise be applicable to, in accordance with the laws of the State, any other property located within the Township upon a change in the exemption or tax status of such property.

SECTION 3.03 Termination

(a) If at any time during the term of this Tax Agreement there shall be a default by the Redeveloper of any or all of the provisions of this Tax Agreement or the Redevelopment Agreement, which default shall not have otherwise been cured or remedied in accordance with the terms hereof or thereof, this Tax Agreement shall automatically terminate and the Project, including any Improvements related thereto, shall thereafter be assessed and taxed according to the general law applicable to all other non-exempt property located within the Township.

(b) In accordance with the Tax Exemption Law, including without limitation *N.J.S.A. 40A:21-12*, and notwithstanding anything to the contrary in this Agreement, if, during the term

of this Agreement, the Entity (i) ceases to operate or disposes of the Project Site and the new owner of the Project Site fails to use the Project Site pursuant to the conditions which qualified the Project Site, or (ii) fails to meet the conditions for qualifying for the short term tax exemption granted pursuant to this Agreement, then the tax which would otherwise have been payable for each tax year shall become due and payable from the Redeveloper to the Township as if no exemption had been granted.

ARTICLE IV
ANNUAL SERVICE CHARGE

SECTION 4.01 **Commencement of Payment in Lieu of Taxes**

The Redeveloper shall make payments in lieu of taxes on the Improvements commencing on the Project Completion Date.

SECTION 4.02 **Payments in Lieu of Taxes**

(a) The Redeveloper shall make payments in lieu of taxes to the Township, on a tax phase-in basis based on the value of the Improvements, in the following manner:

(i) In the twelve months following the Project Completion Date, zero percent (0%) of the real property tax otherwise due on the Improvements;

(ii) In the second year following the Project Completion Date, an amount equal to twenty percent (20%) of the real property taxes otherwise due on the Improvements, as determined by the Tax Assessor in accordance with applicable law;

(iii) In the third year following the Project Completion Date, an amount equal to forty percent (40%) of the real property taxes otherwise due on the Improvements, as determined by the Tax Assessor in accordance with applicable law;

(iv) In the fourth year following the Project Completion Date, an amount equal to sixty percent (60%) of the real property taxes otherwise due on the Improvements, as determined by the Tax Assessor in accordance with applicable law;

(v) In the fifth year following the Project Completion Date, an amount equal to eighty percent (80%) of the real property taxes otherwise due on the Improvements, as determined by the Tax Assessor in accordance with applicable law.

For reference purposes, and not by way of limitation, the estimated assessment on the Improvements as if complete as of January 1, 2016 is \$2,887,700, which applying the 2015 tax rates would yield a total tax payment on the Improvements of \$101,757.78. This estimated assessment, and the generally applicable tax rates, may change from time to time in accordance with general law.

(b) Payments in lieu of taxes shall be due and payable in quarterly installments on those dates when real property taxes are otherwise due and payable.

(c) If any installment of the payments in lieu of taxes is not paid to the Township in accordance with this Tax Agreement on the date and in the full amount scheduled to be paid, the Redeveloper hereby expressly waives any objection or right to challenge the use by the Township of the enforcement of remedies to collect such installment of the payment in lieu of taxes as are afforded the Township by law, including without limitation the Tax Sale Law.

(d) In the event that the Redeveloper fails to timely pay any installment of the payments in lieu of taxes, the amount past due shall bear the highest rate of interest permitted under applicable State law in the case of unpaid taxes or tax liens on land until paid.

SECTION 4.03 Municipal Charges

The Redeveloper hereby expressly acknowledges, understands, and agrees that, in addition to the payments in lieu of taxes, it shall be responsible for the payment (without any credit whatsoever hereunder) of all other applicable municipal charges that may, from time to time, be lawfully assessed upon the Project Site, including, without limitation, any and all real property taxes on the land, special benefit assessments, water and sewer charges, and other municipal charges, whether presently existing or hereinafter imposed, and that the Township may enforce such assessments and charges in any manner (including, but not limited to, foreclosure or tax sale) permitted by applicable law.

SECTION 4.04 Consent of the Redeveloper to the Payments in Lieu of Taxes

Subject to the terms of this Agreement, the Redeveloper's obligation to pay the payments in lieu of taxes shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances. The Redeveloper's remedies shall be limited to those specifically set forth herein and otherwise provided by law.

SECTION 4.05 Material Conditions

It is expressly agreed and understood that (a) all payments of payments in lieu of taxes and other municipal charges, and any interest payments, penalties or costs of collection due thereon, and (b) compliance with the Redevelopment Agreement are material conditions of this Agreement ("Material Conditions"). If any other term, covenant or condition of this Tax Agreement or the Exemption Application, as to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by virtue of a non-appealable order of a court of competent jurisdiction, the remainder of this Tax Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Tax Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE V
CERTIFICATE OF OCCUPANCY

SECTION 5.01 Certificate of Occupancy

It is understood and agreed that the Redeveloper shall be obligated to make application for and make all good faith efforts to obtain Certificate(s) of Occupancy for the Project and the Improvements related thereto in accordance with the project schedule set forth in the Redevelopment Agreement.

SECTION 5.02 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Redeveloper to forthwith file with the Tax Assessor, Tax Collector, and Chief Financial Officer of the Township a copy of any such Certificate(s) of Occupancy.

ARTICLE VI
SALE AND/OR TRANSFER; CHANGE IN USE

SECTION 6.01 Sale and/or Transfer

If the Redeveloper disposes of the Project Site prior to the Project Completion Date, such disposition must comply with the terms of the Redevelopment Agreement, including any requirement to obtain the consent of the Township to such disposition, if applicable. If the Redeveloper disposes of the Project Site prior to the expiration or earlier termination of this Agreement, then this Tax Agreement shall remain in full force and effect, provided that thirty (30) days' prior written notice of such disposition is provided to the Township by the Redeveloper, and further provided that the subsequent owner of the Project Site continues to operate, maintain and utilize the Project Site, including the Improvements related thereto, pursuant to the terms hereof and the conditions which originally qualified the Project Site, including the Improvements related thereto, for the tax exemption granted herein.

In the event of a sale and/or transfer of the Project Site that does not result in the termination of this Tax Agreement in accordance with this Section, and provided that this Tax Agreement shall not otherwise be terminated in accordance with the terms hereof, all of the rights, duties, responsibilities and obligations of the Redeveloper hereunder shall automatically become the rights, duties, responsibilities and obligations of the subsequent owner.

SECTION 6.02 Change in Use

In the event that the Redeveloper shall cease to operate and utilize the Project Site and the Improvements related thereto for the purpose set forth herein and in the Redevelopment Agreement, this Tax Agreement shall automatically terminate and the Project Site, including the Improvements related thereto, shall be assessed and taxed according to the general law applicable to all other non-exempt property located within the Township and Section 3.03 hereof.

SECTION 6.03 Subordination of Fee Title

It is expressly acknowledged, understood and agreed that the Redeveloper has the right, subordinate to the lien, as a matter of law, of this Tax Agreement, the payments in lieu of taxes, and to the rights of the Township hereunder, to encumber the fee title to the Project Site, including any Improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Tax Agreement.

SECTION 6.04 Operation of Project

At all times during the term of this Agreement, the Project Site, including any Improvements related thereto, shall be operated in accordance with all applicable laws and shall be subject to all applicable laws and regulations regarding pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements. The Redeveloper shall be free to lease units in the Project without the consent of the Township.

ARTICLE VII
WAIVER

SECTION 7.01 Waiver

Nothing contained in this Tax Agreement or otherwise shall constitute a waiver or relinquishment by the Township of any rights and remedies provided by law, including without limitation, the right to terminate this Tax Agreement. Nothing herein shall be deemed to limit any right of recovery that the Township has under law, in equity, or under any provision of this Tax Agreement.

ARTICLE VIII
NOTICE

SECTION 8.01 Notice

Any notice required hereunder to be sent by any party to another party shall be sent to all other parties hereto simultaneously by certified or registered mail, return receipt requested, hand delivery, or reputable overnight delivery service for next business day delivery, as follows:

- (a) When sent to the Redeveloper:

Maplewood Redeveloper, L.L.C.
54 Horse Hill Road, Suite 201,
Cedar Knolls, New Jersey 07927

with copy to:

Mandelbaum Salsburg, Esq.
Craig W. Alexander
155 Prospect Ave.
West Orange, NJ 07052

Andy S. Norin, Esq.
Drinker Biddle & Reath LLP
600 Campus Drive
Florham Park, New Jersey 07932

(b) When sent to any subsequent owner, other than the Redeveloper, as may be permitted in accordance with Section 6.01 hereof, it shall be addressed to such owner's address as set forth in the tax records of the Township;

(c) When sent to the Township:

The Township of Maplewood
574 Valley Street
Maplewood, New Jersey 07040
Attn: Business Administrator

with copies to:

Roger Desiderio, Esq.
Bendit, Weinstock
80 Main Street
West Orange, New Jersey 07052

Jennifer L. Credidio, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

ARTICLE IX COMPLIANCE

SECTION 9.01 Statutes and Ordinances

The Redeveloper hereby expressly agrees at all times prior to the expiration or other termination of this Tax Agreement to remain bound by the provisions of the Redevelopment Agreement, if applicable, and all federal and State law, including without limitation, the Acts and any lawful ordinances and resolutions of the Township. The Redeveloper's failure to comply with the Redevelopment Agreement, if applicable, and such statutes, ordinances or resolutions shall constitute a violation and breach of this Tax Agreement.

ARTICLE X
CONSTRUCTION

SECTION 10.01 Construction

This Tax Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Tax Agreement to be drawn since counsel for both the Redeveloper and the Township have combined in their review and approval of same.

ARTICLE XI
INDEMNIFICATION

SECTION 11.01 Indemnification

(a) It is hereby expressly acknowledged, understood and agreed that in the event the Township shall be named as party defendant in any action by reason of any breach, default or a violation of any of the provisions of this Tax Agreement and/or the provisions of the Acts by the Redeveloper, or any challenge to the validity of this Tax Agreement, the Redeveloper shall indemnify and hold the Township harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Redeveloper and/or by reason of any breach, default or a violation of any of the provisions of this Tax Agreement, the provisions of the Acts, and/or any Federal or State law and/or any challenge to the validity of this Tax Agreement. Notwithstanding anything to the contrary contained herein, Redeveloper shall have the right to terminate this Agreement rather than defend any challenge to the validity of this Tax Agreement.

(b) In the event the Redeveloper alone is named a party defendant to any action of the type set forth in subsection (a) above, the Township maintains the right to intervene as a party thereto, to which intervention the Redeveloper hereby expressly consents, and to carry out their own defense, the reasonable cost of which shall be borne by the Redeveloper.

ARTICLE XII
DEFAULT

SECTION 12.01 Default

A default hereunder shall be deemed to have occurred if the Redeveloper fails to conform to the terms of this Tax Agreement, the Redevelopment Agreement, if applicable, or fails to perform any obligation imposed upon the Redeveloper by statute, ordinance or lawful regulation, it being hereby expressly acknowledged and understood by the parties hereto that in the event of a default by the Redeveloper which default shall not otherwise be cured or remedied in accordance with the terms of this Tax Agreement or the Redevelopment Agreement, as applicable, the tax exemption granted herein shall immediately cease and shall have no further

force and effect and the Improvements shall thereafter be assessed and taxed according to the general law applicable to all other non-exempt property located within the Township and Section 3.03 hereof.

SECTION 12.02 Cure Upon Default

Should the Redeveloper be in default of any obligation under this Tax Agreement, the Township shall notify the Redeveloper in writing of said default. Said notice shall set forth with particularity the basis of said default. Except as otherwise limited by law, the Redeveloper shall have thirty (30) days to cure any default (other than a default in payment of any installment of the payments in lieu of taxes in which case Redeveloper shall have ten (10) days to cure). In the case of a default, other than a payment default, which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced, within the time periods set forth herein, the Redeveloper shall have such additional time as reasonably necessary to remedy or cure such default provided that the Redeveloper shall at all times act with diligence, and in good faith, to remedy or cure such default as soon as practicable, but in no event more than ninety (90) additional days, unless the Township in its sole discretion, shall so consent. Upon the expiration of such default and cure period, the Township shall have the right to proceed against the Project Site, including any Improvements related thereto, pursuant to any and all applicable provisions of law.

SECTION 12.03 Remedies

In the event of a default of this Tax Agreement by any of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, other than those items specifically included as Material Conditions herein, any party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Acts. In the event the Superior Court shall not entertain jurisdiction or, in the event of a breach of Material Condition, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of said laws. Costs for said arbitration shall be paid by the non-prevailing party. In the event of a default on the part of the Redeveloper to pay any installment of the payments in lieu of taxes required by Article IV hereof, the Township, in addition to its other remedies, specifically and without limitation, reserves the right to proceed against the Project Site, including any Improvements related thereto, in the manner provided by law, including without limitation, the Tax Sale Law, and any act supplementary or amendatory thereof. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Tax Agreement, as if the payments in lieu of taxes were taxes or municipal liens on land. In either case, however, the Redeveloper does not waive any defense it may have to contest the rights of the Township to proceed in the above-mentioned manner.

SECTION 12.04 Remedies Upon Default Cumulative: No Waiver

Subject to the provisions of Section 12.03 hereof and the other terms and conditions of this Tax Agreement, all of the remedies provided in this Tax Agreement to the Township, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Tax Agreement shall deprive the Township of any of their remedies or actions against the Redeveloper or the Project Site, including any Improvements related thereto, because of the Redeveloper's failure to pay the payments in lieu of taxes and/or any applicable municipal service charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for payments in lieu of taxes or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of payments in lieu of taxes or other charges shall not be construed as a waiver of the right to proceed with an In Rem Foreclosure action consistent with the terms and provisions of the Tax Sale Law and this Tax Agreement. In addition to all of its other rights and remedies, in the event of a default of this Tax Agreement, the Township may terminate this Tax Agreement and the tax exemption granted herein shall immediately cease and shall have no further force and effect and the Project Site, including any Improvements related thereto, shall thereafter be assessed and taxed according to the general law applicable to all other non-exempt property located within the Township and Section 3.03 hereof.

ARTICLE XIII **MISCELLANEOUS**

SECTION 13.01 Conflict

(a) The parties agree that in the event of a conflict between the Exemption Application and this Tax Agreement, the language in this Tax Agreement shall govern and prevail.

(b) The parties agree that in the event of a conflict between the Redevelopment Agreement and this Tax Agreement, the language in the Redevelopment Agreement shall govern and prevail.

SECTION 13.02 Oral Representations

There have been no oral representations made by any of the parties hereto which are not contained in this Tax Agreement. This Tax Agreement, the Ordinance, the Exemption Application, and the Redevelopment Agreement constitute the entire agreement between the parties and there shall be no modifications thereto other than by a written instrument executed by the parties hereto and delivered to each of them. Notwithstanding anything contained herein to the contrary, no waiver of any rights granted hereunder and no modification or amendment to this Tax Agreement shall be effective, or otherwise have any force and effect without the express written consent of the parties hereto.

SECTION 13.03 Redeveloper's Consent

The Redeveloper hereby acknowledges, consents and agrees (a) to the amount of the payments in lieu of taxes and to the liens established in this Tax Agreement, (b) that it shall not contest the validity or amount of any such lien (subject only to Redeveloper's right to challenge the amount of the assessment) and (c) that its remedies shall be limited to those specifically set forth herein and otherwise provided by law.

SECTION 13.04 Filing with Local Government Services

In accordance with the Tax Exemption Law, including without limitation *N.J.S.A. 40A:21-11*, within thirty (30) days of the execution of this Tax Agreement, the Township shall cause this Tax Agreement to be filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State.

SECTION 13.05 Recording

This entire Tax Agreement and the Ordinance shall be filed and recorded with the Essex County Register such that this Tax Agreement and the Ordinance shall be reflected upon the land records of the County of Essex as a municipal lien upon and a covenant running with the Project Site, including any Improvements related thereto.

SECTION 13.06 Delivery to Tax Assessor

The Clerk of the Township shall deliver to the Tax Assessor a certified copy of the Ordinance along with an executed copy of this Tax Agreement. Upon such delivery, the Tax Assessor shall implement the tax exemption granted and provided herein and shall continue to enforce the tax exemption, without further certification by the Township Clerk, until the expiration of the tax exemption in accordance with the terms hereof.

SECTION 13.07 Amendments

This Tax Agreement may not be amended, changed, modified, altered or terminated without the written consent of the parties hereto.

SECTION 13.08 Good Faith

In their dealings with each other, the parties agree that they shall act in good faith.

SECTION 13.09 Entire Document

All conditions in the Ordinance and the Exemption Application are incorporated in this Tax Agreement and made a part hereof.

SECTION 13.10 Counterparts

This Tax Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.11 Estoppel Certificate

Within thirty (30) days following written request therefore by the Redeveloper, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the Township shall issue a signed estoppel certificate in reasonable form stating that (i) this Tax Agreement is in full force and effect, (ii) to the best of the Township's knowledge, no default has occurred under this Tax Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall also state the manner in which such default may be cured.

[The remainder of this page is intentionally left blank — signature page to follow]

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

ATTEST:

Maplewood Redevelopers, L.L.C.

By: _____

ATTEST:

The Township of Maplewood

Elizabeth J. Fritzen, Township Clerk

By: _____
Victor De Luca, Mayor

[SEAL]

STATE OF NEW JERSEY)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Maplewood Redevelopers, L.L.C., a limited liability company of the State of New Jersey (the "Redeveloper"), by _____, its _____, on behalf of the Redeveloper.

Notary Public

Commission Expiration: _____

SCHEDULE 1

**Metes and Bounds Description
of Project Site**

**[Subdivision plan on file with the Township;
metes and bounds to be inserted upon subdivision]**

EXHIBIT A

Exemption Application

[on file with the Township]

APRIL 2, 2015

EXHIBIT I

DESCRIPTION OF DEVIATIONS AND WAIVERS

Bulk Deviations (Requirements per Section 3 of Redevelopment Plan):

1. Setback of Façade on Ricalton Square:
 - a. Required: 13 FT setback for portion of building façade over 30 feet (1 FT setback per 1 FT height of façade over 30 FT)
 - b. Proposed: 10.1 FT from angled parking spaces (but providing 30 FT from Ricalton driveway)
2. Provision of Ten Percent Affordable Units:
 - a. Required: Inclusion of 2 units (10% of 20 units) in building
 - b. Proposed: Affordable housing contribution per Redevelopment Agreement
3. Dwelling Unit Type:
 - a. Required: Studio apartments not explicitly permitted
 - b. Proposed: 2 studio units in addition to 1 and 2 bedroom units
4. Marquee/Canopy Projection:
 - a. Required: Maximum 3 FT projection from building
 - b. Proposed: 5 FT projection from building
5. Parapet Height:
 - a. Required: Maximum 42 inches (3.5 FT)
 - b. Proposed: 5.5 FT (but compliant with total building height of 48.5 FT – 43 FT building + 5.5 parapet proposed where 45 FT building + 3.5 FT parapet permitted)

Design Deviations (Requirements per Section 4 of Redevelopment Plan):

1. Two Foot Vertical Demarcation on Façade Facing Maplewood Avenue:
 - a. Required: 2 FT vertical demarcation on façade for every 100 linear FT of building façade
 - b. Proposed: Demarcations less than 2 FT approximately every 30 FT
2. Juliet Balconies:
 - a. Required: Not Permitted
 - b. Proposed: Juliet Balconies proposed on front corners and rear of building
3. Sidewalk Width on Ricalton Square:
 - a. Required: Minimum width of 11 FT
 - Proposed: Width of 10.1 FT (along 20 foot long section for accommodation of angled parking spaces on Ricalton)