TOWNSHIP OF MAPLEWOOD

ORDINANCE

#2800-15

AN ORDINANCE
AUTHORIZING
AN AMENDMENT TO AND ASSIGNMENT OF
THE TAX AGREEMENT WITH MAPLEWOOD REDEVELOPERS, LLC
FOR PROPERTY COMMONLY KNOWN AS
THE POST OFFICE SITE

"Interpretive Statement"

This ordinance will permit Maplewood Redevelopers, LLC to assign its existing Tax Agreement with the Township to JMF Maplewood, LLC and Gladstone at Maplewood, LLC.

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**") adopted a resolution designating certain property owned by the Township and identified as Block 13.09, Lots 180, 181 and 185 on the tax map of the Township, commonly known as the "Post Office Site" (the "**Rehabilitation Area**"), as an area in need of rehabilitation pursuant to the Redevelopment Law; 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, by Resolution No. 80-15 adopted on April 7, 2015, the Committee designated Maplewood Redevelopers, LLC (the "**Original Redeveloper**"), as redeveloper of a portion of the Rehabilitation Area, to acquire, develop, construct and implement thereon a mixed-use project consisting of twenty market-rate residential apartments, approximately 9,145

square feet of retail space and underground and surface parking and related improvements (the "**Project**"); 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**"), the Township is authorized to provide for a tax exemption and for payments-in-lieu-of-taxes to benefit parcels within a designated area in need of rehabilitation or area in need of redevelopment; and

WHEREAS, the Original Redeveloper and Township entered into a five-year tax exemption agreement, which was authorized by Ordinance 2778-15 on April 7, 2015, and subsequently executed and effective on April 24, 2015 (the "**Tax Agreement**"); and

WHEREAS, during the course of obtaining its Planning Board approvals, the Original Redeveloper agreed, upon the Township Planning Board's request, to shift the location of the Project ten feet (10') in a southerly direction to permit better truck circulation in Ricalton Square; and

WHEREAS, the shifting of the Project ten feet (10') to accommodate this request would require, among other actions, the Township to amend the area, as was described in Exhibit A to Resolution No. 80-15, for which the Original Redeveloper is the designated redeveloper, and to amend the agreements related to the Project, including the Tax Agreement; and

WHEREAS, the Township and Redeveloper now desire to adopt an amendment to the Tax Agreement to revise the legal description of the property that is the subject of the Tax Agreement; and

WHEREAS, the Original Redeveloper has requested that it be permitted to assign its interest in the Tax Agreement to JMF Maplewood, L.L.C. (the sole member of which is the sole member of the Original Redeveloper) and Gladstone at Maplewood, L.L.C. (collectively, the "New Developers") and the Township wishes to authorize such assignment,

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

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

2. An amendment to and assignment of the Tax Agreement, substantially in the form attached hereto as **Exhibit A**, is hereby approved and the Mayor, in consultation

with counsel to the Township, is hereby authorized to execute the same, together with such additions, deletions or modification to such amendment as may be necessary to effectuate the provisions of this Ordinance.

3. This ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey.

Severability

If any section, paragraph, subparagraph, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the specific section, paragraph, subparagraph, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

Repeal of Prior Ordinances

Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed to the extent of any such inconsistencies.

Effective Date

This Ordinance shall take effect after final passage and publication and as provided by law.

PUBLIC NOTICE is hereby given that the foregoing proposed Ordinance was introduced and read by title for the first time at a meeting of the Township Committee of the Township of Maplewood, held on November 4, 2015, and that the Committee will meet again on November 16, 2015, at 7:30 p.m. at the Municipal Building, 574 Valley Street, Maplewood, New Jersey, at which time and place the Committee will hold a public hearing on the Ordinance and consider said Ordinance on second reading and final passage.

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

EXHIBIT A

Amendment to Tax Agreement

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Amendment to Tax Agreement

AMENDMENT TO AND ASSIGNMENT OF TAX AGREEMENT

THIS AMENDMENT TO AND ASSIGNMENT OF TAX AGREEMENT (this "**Amendment**"), is dated as of _____, 2015 and is by and among:

TOWNSHIP OF MAPLEWOOD, a municipal corporation of the State of New Jersey, having its principal office at 574 Valley Street, Maplewood, New Jersey 07040 (the "**Township**"),

AND

MAPLEWOOD REDEVELOPERS, LLC, a New Jersey limited liability company with business offices located at 54 Horse Hill Road, Suite 201, Cedar Knolls, New Jersey 07927 (the "**Original Redeveloper**"),

AND

JMF MAPLEWOOD, L.L.C., a New Jersey limited liability company, having its offices at 80 South Jefferson Road, Suite 202, Whippany, New Jersey 07981, and **GLADSTONE AT MAPLEWOOD, L.L.C.** having its offices at 80 South Jefferson Road, Suite 202, Whippany, New Jersey 07981, as Tenants In Common (together with permitted successors or assigns as hereinafter provided, collectively referred to as the "**New Developers**"). The Township, the Original Redeveloper and the New Developers are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

W I T N E S S E T H

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**") adopted a resolution designating certain property owned by the Township and identified as Block 13.09, Lots 180, 181 and 185 on the tax map of the Township, commonly known as the "Post Office Site" (the "**Rehabilitation Area**"), as an area in need of rehabilitation pursuant to the Redevelopment Law; 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, by Resolution No. 80-15 adopted on April 7, 2015, the Committee designated the Original Redeveloper as redeveloper of a portion of the Rehabilitation Area, to acquire, develop, construct and implement thereon a mixed-use project consisting of twenty

market-rate residential apartments, approximately 9,145 square feet of retail space and underground and surface parking and related improvements (the "**Project**"); 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**"), the Township is authorized to provide for a tax exemption and for payments-in-lieu-of-taxes to benefit parcels within a designated area in need of rehabilitation or area in need of redevelopment; and

WHEREAS, the Original Redeveloper and Township entered into a five-year tax exemption agreement, which was authorized by Ordinance 2778-15 on April 7, 2015, and subsequently executed and effective on April 24, 2015 (the "**Tax Agreement**"); and

WHEREAS, during the course of obtaining its Planning Board approvals, Original Redeveloper agreed, upon the Township Planning Board's request, to shift the location of the Project ten feet (10') in a southerly direction to permit better truck circulation in Ricalton Square; and

WHEREAS, the shifting of the Project ten feet (10') to accommodate this request would require, among other actions, the Parties to amend the description of the Property that is the subject of the Tax Agreement; and

WHEREAS, the Original Redeveloper has requested that it be permitted to assign its interest in the Tax Agreement to the New Developers, the New Developers wish to assume such interest in the Tax Agreement, and the Township wishes to authorize such assignment and assumption,

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, the Township, the Original Redeveloper and the New Developers hereby agree as follows:

1. Property Description. Schedule 1 to the Tax Agreement is hereby deleted and replaced with the legal description attached hereto as Schedule 1.

2. Assignment and Assumption.

(a) Original Redeveloper hereby assigns, sets over and transfers to the New Developers all of Original Redeveloper's right, title and interest in, to and under the Tax Agreement, as amended by this Amendment (the "**Assignment**").

(b) The New Developers hereby assume all of the rights, liabilities and obligations of Original Redeveloper under the Tax Agreement, as amended by this Amendment (the "**Assumption**"). All obligations of the New Developers under the Tax Agreement, as amended by this Amendment, shall be joint and several.

(c) JMF Maplewood, L.L.C. represents that Joseph M. Forgione is the sole member of JMF Maplewood, L.L.C. Gladstone at Maplewood, L.L.C. represents that Steven Kalafer is the sole member of Gladstone at Maplewood, L.L.C.

(d) The New Developers shall at all times remain under the control of the sole member of the Original Redeveloper, who is Joseph M. Forgione.

(e) As of the date of execution of this Amendment, all references to "Redeveloper" in the Tax Agreement, as amended by this Amendment, shall be deemed to refer to the New Developers collectively.

3. Notices. Section 8.01 of the Tax Agreement is hereby revised to provide that notices to the Redeveloper shall be sent to:

JMF Maplewood, L.L.C.
80 South Jefferson Road, Suite 202
Whippany, New Jersey 07981

With a copy to:
Andy S. Norin, Esq.
Drinker Biddle & Reath LLP
600 Campus Dr.
Florham Park, NJ 07932-1047

And

Gladstone at Maplewood, L.L.C.
80 South Jefferson Road, Suite 202
Whippany, New Jersey 07981

With a copy to:
Craig W. Alexander, Esq.
Mandelbaum Salsburg
3 Becker Farm Rd, Suite 105
Roseland, NJ 07068

4. All Other Terms Unmodified. All other terms and conditions of the Tax Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

WITNESS:

_____

MAPLEWOOD REDEVELOPERS, LLC

By: _____
Name: _____
Title: _____

WITNESS:

_____

JMF MAPLEWOOD, L.L.C.

By: _____
Name: _____
Title: _____

WITNESS:

_____

GLADSTONE AT MAPLEWOOD, L.L.C.

By: _____
Name: _____
Title: _____

_____
Elizabeth J. Fritzen
Township Clerk

TOWNSHIP OF MAPLEWOOD

By: _____
Victor De Luca
Mayor

591011_5

STATE OF NEW JERSEY)
)
COUNTY OF _____)

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

_____
Notary Public

Commission Expiration: _____

591011_5

STATE OF NEW JERSEY)
)
COUNTY OF _____)

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

_____
Notary Public

Commission Expiration: _____

591011_5

STATE OF NEW JERSEY)
)
COUNTY OF _____)

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

_____
Notary Public

Commission Expiration: _____

591011_5

STATE OF NEW JERSEY)
)
COUNTY OF ESSEX)

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: _____

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SCHEDULE 1

Legal Description