TOWNSHIP OF MAPLEWOOD

RESOLUTION NO. 215-15

RESOLUTION
APPROVING AN AMENDED DESIGNATION OF 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.*, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT AND RELATED AGREEMENTS IN CONNECTION THEREWITH, APPROVING THE ASSIGNMENT OF THE REDEVELOPER'S INTEREST IN THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT, AND FURTHER AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY

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, 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 as described by metes and bounds description at Exhibit A to Resolution No. 80-15, and also approved and authorized the execution of the Redevelopment and Land Disposition

Agreement (the "Redevelopment Agreement") and related agreements attached thereto, all with respect to the acquisition of a portion of the Rehabilitation Area by the Original Redeveloper, and the development, construction and implementation of 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 (collectively the "Project") which Redevelopment Agreement was executed and became effective on April 24, 2015; and

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

WHEREAS, Original Redeveloper desires to assign all of its right title and interest in, to and under the Redevelopment Agreement, to JMF Maplewood, L.L.C. (the sole member of which is the sole member of Original Redeveloper) and Gladstone at Maplewood, L.L.C., as Tenants in Common (collectively, the "New Developers"); and

WHEREAS, as the New Developers shall remain under the control of the sole member of the Original Redeveloper, they possess the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan and the Redevelopment Agreement as amended; and

WHEREAS, the shifting of the Project ten feet (10') and the assignment of the Redevelopment Agreement will require the Township to: (1) revise the parcel for which Original Redeveloper is the designated redeveloper; (2) amend the Redevelopment Agreement and the related agreements contained therein, including the Purchase and Sale Agreement and easement agreements attached as exhibits to the Redevelopment Agreement; (3) create the new development parcel via a subdivision deed of the Township prior to transfer to the New Developers; (4) approve the amendment and assignment of the Redevelopment Agreement and the Purchase and Sale Agreement from Original Redeveloper to New Developers; and (5) authorize the amendment and assignment of the Tax Agreement, which was previously approved by Ordinance #2778-15 adopted on April 7, 2015 and executed and effective on April 24, 2015, which authorization is pending before the Committee for approval; and

WHEREAS, the Committee desires to make the necessary amendments to the Redevelopment Agreement, and the related agreements contained therein, specifically the Purchase and Sale Agreement and easement agreements, in order to effectuate the prompt transfer and redevelopment of the Revised Project Site, as defined below, and to approve the assignment of the Redevelopment Agreement and Purchase and Sale Agreement, each as amended, from the Original Redeveloper to the New Developers,

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

The Township has determined that the portion of the Rehabilitation Area described at **Exhibit A** attached hereto (the "Revised Project Site") is no longer needed for public use, and that the redevelopment thereof in accordance with the 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. Upon the execution of the Amendment to the Redevelopment Agreement provided in Section III the New Developers shall automatically be designated redeveloper of the Revised Project Site, as further described at Section III(d) below.

III. EXECUTION OF THE AMENDMENT TO THE REDEVELOPMENT AGREEMENT AND RELATED AGREEMENTS AND SUBDIVISION AUTHORIZED

(a) The Mayor is hereby authorized to execute the Amendment to the Redevelopment Agreement, substantially in the form attached hereto as **Exhibit B**, and to execute the revised forms of easement and maintenance agreements described therein, substantially in the form attached thereto, 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 Amendment to the Redevelopment Agreement.

(b) The Mayor is hereby authorized to execute the Subdivision Deed, substantially in the form attached hereto as **Exhibit C**, 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 subdivision.

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

(d) Upon execution of the Amendment to the Redevelopment Agreement, and so long as the Redevelopment Agreement and the Amendment to the Redevelopment Agreement approved herein remains in full force and effect, the New Developers are hereby designated as "redeveloper" for the Revised Project Site in accordance with the Redevelopment Law.

(e) This Resolution shall also serve as authorization to close on the sale of the Revised Project Site as required by the Purchase and Sale Agreement as amended by the Amendment to the Redevelopment Agreement authorized herein and the Mayor, Township Clerk, Township Attorney, Redevelopment Counsel and other necessary public officials are authorized to execute and deliver the Deed and the normal and customary documents associated with the transfer of real estate, subject to approval of, and in consultation with counsel.

IV. 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.

V. AVAILABILITY OF THE RESOLUTION

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

VI. 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 and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on November 4, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 4th day of November 2015.

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

EXHIBIT A

Revised Project Site

EXHIBIT B

Amendment to the Redevelopment Agreement

EXHIBIT C

Subdivision Deed

AMENDMENT TO AND ASSIGNMENT OF THE

REDEVELOPMENT AND LAND DISPOSITION AGREEMENT

By and Among

THE TOWNSHIP OF MAPLEWOOD

As Redevelopment Entity

and

MAPLEWOOD REDEVELOPERS, LLC

As Original Redeveloper (Assignor)

and

JMF MAPLEWOOD, L.L.C. and GLADSTONE AT MAPLEWOOD, L.L.C.,
Tenants in Common

As Redeveloper (Assignee)

Dated: November _____, 2015

THIS AMENDMENT TO AND ASSIGNMENT OF THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT ("**Amendment**") is made this _____ day of November, 2015 ("**Effective Date**") by and among:

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 80 South Jefferson Road, Suite 202, Whippany, New Jersey 07981 (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 "**Redeveloper**"). The Township, the Original Redeveloper and the Redeveloper are sometimes individually referred to as "**Party**" and collectively referred to as the "**Parties**".

WITNESSETH

WHEREAS, by Resolution No. 80-15 adopted on April 7, 2015, the Township designated Original Redeveloper as redeveloper of a portion of the 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 and more particularly described in Resolution No. 80-15 (the "**Original Redevelopment Site**"), and also approved and authorized the execution of the Redevelopment and Land Disposition Agreement and related agreements attached thereto; and

WHEREAS, the Township and Original Redeveloper executed the Redevelopment and Land Disposition Agreement which has an effective date of April 24, 2015 (the "**RDA**") and executed the Purchase and Sale Agreement, which is related to, and attached as an exhibit to, the RDA, and which also has an effective date of April 24, 2015 (the "**PSA**"); and

WHEREAS, the RDA contemplates that Original Redeveloper will construct a project consisting of 20 market-rate residential apartments, approximately 9,145 square feet of retail space and underground and surface parking and related improvements on the Original Redevelopment Site (collectively, the "**Project**"); and

WHEREAS, during the course of the Original Redeveloper obtaining Planning Board approvals, the Planning Board requested and the Original Redeveloper agreed to shift the

location of the Project approximately ten feet (10') in a southerly direction to permit better truck circulation through Ricalton Square; and

WHEREAS, Original Redeveloper desires to assign all of its right title and interest in, to and under the RDA and PSA as amended hereby, to Redeveloper, and Redeveloper desires to assume such interest; and

WHEREAS, the shifting of the Project ten feet (10') and the assignment of the RDA and PSA require the Township to: (1) amend the Original Redevelopment Site for which Original Redeveloper is the designated redeveloper; (2) amend the RDA and the related agreements contained therein, including the PSA and easement agreements attached as exhibits to the RDA; (3) create the new development parcel via a subdivision deed of the Township prior to transfer to the Redeveloper; (4) approve the amendment and assignment of the RDA and PSA from Original Redeveloper to Redeveloper; and (5) amend and assign the Tax Agreement, which was previously approved by Ordinance #2778-15, adopted on April 7, 2015 and the Tax Agreement executed and effective on April 24, 2015, which revisions are addressed by Ordinance #2800-15, and the Amendment to and Assignment of Tax Agreement in accordance therewith; and

WHEREAS, by Resolution No. 215-15 adopted on November 4, 2015, the Township authorized this Amendment,

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:

SECTION 1

AMENDMENT TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT

1.1 All capitalized terms not defined herein shall have the same meaning as set forth in the RDA.

1.2 Section 4.01(a) of the RDA is hereby amended to remove the following sentence: "The Redeveloper will obtain all Governmental Approvals prior to the Closing Date."

1.3 Section 5.01(a)(iii) is deleted and replaced with the following: "Redeveloper will acquire the Property in accordance with the Purchase and Sale Agreement."

1.4 Section 5.01(c) of the RDA, which states, in full:

(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.

is hereby deleted in its entirety.

1.5 Section 7.08 of the RDA is hereby amended to delete the individuals to be provided notice on behalf of the Redeveloper and shall be replaced with:

As to the Redeveloper:
JMF Maplewood, L.L.C.
80 South Jefferson Road, Suite 202
Whippany, New Jersey 07981

As to Guarantor, Joseph M. Forgione:
Mr. Joseph M. Forgione
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

As to Guarantor, Steven Kalafer:
Mr. Steven Kalafer
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

1.6 Section 9.02 of the RDA is hereby revised to add new Section 9.02(c) as follows:

(c) Original Developer hereby assigns any balance in the Escrow Deposit as of the Effective Date of this Amendment to the Redeveloper and Redeveloper hereby undertakes the responsibilities and obligations of the Original Developer as required by the terms of Section 9.02 of the RDA as amended herein, and Exhibit C to the RDA. Original Developer and Redeveloper hereby authorize the Township to process any prior, pending or future Township Costs against the Escrow Deposit in accordance with the terms of Section 9.02 of the RDA as amended herein, and Exhibit C to the RDA, regardless of whether such Township Costs were incurred in furtherance of undertakings in relation to the Original Developer and/or Redeveloper.

SECTION 2

AMENDMENT TO THE LEGAL DESCRIPTION OF THE PROPERTY, WHICH CONSTITUTES EXHIBIT A TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT

2.1 Exhibit A to the RDA, the Legal Description of the Property, shall be deleted and replaced with the Amended Legal Description of the Property attached hereto as **EXHIBIT A**.

SECTION 3

AMENDMENT TO THE PURCHASE AND SALE AGREEMENT, WHICH CONSTITUTES EXHIBIT F TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT

3.1 All capitalized terms not defined herein shall have the same meaning set forth in the PSA.

3.2 Section 4 of the PSA is hereby deleted in its entirety and replaced with: The closing of title shall occur on November 16, 2015 at the offices of Mandlebaum Salsburg, 3 Becker Farm Road, Suite 105, Roseland, New Jersey 07068. Time is of the essence with respect to the closing date.

3.3 Section 6 of the PSA is hereby revised to read: The Purchaser hereby states that the permitted obtaining of a title commitment and Objections based on such title commitment, have been accomplished by the Purchaser, the results deemed acceptable to the Purchaser, this provision is satisfied, the Agreement has not been canceled pursuant to this provision and is in full force and effect. The Township shall satisfy the Schedule B-1 requirements set forth in the title commitment provided by the Redeveloper.

3.4 Section 7 of the PSA shall be amended to add the following sentence at the end of the Section: The Purchaser hereby states that the permitted Due Diligence has been accomplished by the Purchaser, the results deemed acceptable to the Purchaser, this provision is satisfied, the Agreement has not been canceled pursuant to this provision and is in full force and effect.

3.5 Section 7.1 of the PSA shall be amended to add the following sentence at the end of the Section: The Purchaser hereby waives the permitted cancelation for the inability to obtain Planning Board approvals, and further that this provision is deemed satisfied, the Agreement has not been canceled pursuant to this provision and is in full force and effect.

3.6 Section 10 of the PSA shall be amended to add the following sentence at the end of the Section: The Purchaser hereby states that the permitted Environmental Due Diligence has been accomplished by the Purchaser, the results deemed acceptable to the Purchaser, this provision is satisfied, and the Agreement has not been canceled pursuant to this provision and is in full force and effect.

3.7 Section 24 of the PSA is hereby amended to delete the individuals to be provided notice on behalf of the Buyer and shall be replaced with:

As to the Buyer:
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

3.8 Section 29(ix) of the PSA is hereby deleted in its entirety.

3.9 Schedule A to the PSA, the Property Description, shall be deleted and replaced with the Amended Legal Description of the Property attached hereto as **EXHIBIT A**.

SECTION 4

REVISION TO FORM OF PUBLIC ACCESS EASEMENT, WHICH CONSTITUTES EXHIBIT G-1 TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT

4.1 Exhibit G-1 to the RDA, the Public Access Easement, shall be deleted and replaced with the Revised Public Access Easement attached hereto as **EXHIBIT B**.

SECTION 5

REVISION TO FORM OF CONSTRUCTION AND PLAZA EASEMENT, WHICH CONSTITUTES EXHIBIT G-2 TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT

5.1 Exhibit G-2 to the RDA, the Construction and Plaza Easement, shall be deleted and replaced with the Revised Construction and Plaza Easement attached hereto as **EXHIBIT C**.

SECTION 6

AMENDMENT TO FORM OF TAX AGREEMENT, WHICH CONSTITUTES EXHIBIT H TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT

6.1 Exhibit H to the RDA, the Form of Tax Agreement, was executed and effective on April 24, 2015. Upon approval of an amendment to and assignment of the Tax Agreement to reflect the updated metes and bounds description, and the assignment and assumption of the Original Redeveloper's obligations under the Tax Agreement, such amendment shall constitute Exhibit H-1 to the RDA.

SECTION 7

AMENDMENT TO DESCRIPTION OF DEVIATIONS AND WAIVERS, WHICH CONSTITUTES EXHIBIT I TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT

7.1 Exhibit I to the Redevelopment and Land Disposition Agreement, the Description of Deviations and Waivers, shall be deleted and replaced with the Amended Description of Deviations and Waivers attached hereto as **EXHIBIT D**.

SECTION 8

ASSIGNMENT AND ASSUMPTION

8.1. Assignment. Original Redeveloper hereby assigns, sets over and transfers to the Redeveloper all of Original Redeveloper's right, title and interest in, to and under the RDA and the PSA as amended by this Amendment (the **"Assignment"**). Original Redeveloper shall indemnify, defend and hold Redeveloper harmless from and against any loss, cost, claim, liability or expense of whatever kind or nature incurred under the RDA and PSA prior to the date hereof.

8.2. Assumption. The Redeveloper hereby assumes all of the rights, liabilities and obligations of the Original Redeveloper under the RDA and PSA as amended by this Amendment (the **"Assumption"**). Redeveloper shall indemnify, defend and hold the Original Redeveloper harmless from and against any loss, cost, claim, liability or expense of whatever kind or nature incurred under the RDA and PSA, as amended by this Amendment, from and after the date hereof.

8.3. Representations. JMF Maplewood, L.L.C. and Gladstone at Maplewood, L.L.C. each makes the representations contained in Section 2.03 of the RDA. JMF Maplewood, LLC represents that Joseph M. Forgione is the sole member of JMF Maplewood, LLC. Gladstone at Maplewood, L.L.C. represents that Steven Kalafer is the sole member of Gladstone at Maplewood, L.L.C.

8.4. The Redeveloper shall at all times remain under the control of the sole member of the Original Redeveloper who is Joseph M. Forgione.

8.5. Consent. Notwithstanding any provision of the RDA or the PSA to the contrary, the Township hereby approves of, and consents to, the Assignment by the Original Redeveloper and the Assumption by the Redeveloper.

8.6 At the execution of this Amendment, the Redeveloper shall deliver $5,000.00 to the Township to process the request for the Assignment and Assumption.

SECTION 9

GUARANTY

9.1 **JOSEPH M. FORGIONE**, having an address of 80 South Jefferson Road, Suite 202, Whippany, New Jersey 07981, New Jersey and **STEVEN KALAFER** having an address

of 80 South Jefferson Road, Suite 202, Whippany, New Jersey 07981 (collectively referred to as the "**Guarantor**"), hereby jointly and severally provide the following guarantee to the Township (the "**Guaranty**"):

9.2 Representations and Warranties of Guarantor.

(a) Guarantor has the legal capacity to give, if and as required under the RDA as amended herein, the Guaranty of performance hereunder and of the undertakings set forth herein.

(b) To the best of Guarantor's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist which (i) questions the validity of the RDA as amended herein or the Guaranty, or any action or act taken or to be taken by Redeveloper or Guarantor pursuant to the RDA as amended herein; or (ii) is likely to result in a material adverse change in Guarantor's property, assets, liabilities or condition which will materially and substantially impair its ability to Guaranty Redeveloper's performance pursuant to the terms of the RDA as amended herein.

(c) Guarantor's execution and delivery of this Amendment and its Guaranty of Redeveloper's performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of Guarantor or of any agreement, mortgage, indenture, instrument, other guaranty, or judgment to which Guarantor is a party.

(d) To the best of Guarantor's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the Township and its agents by Redeveloper or Guarantor, including but not limited to, confidential information provided to McManimon, Scotland & Baumann, LLC in its capacity as redevelopment counsel to the Township, are true and correct in all respects. Guarantor acknowledges that the facts and representations contained in the information submitted by Redeveloper and Guarantor are being relied upon by the Township and are a material factor in the decision of the Township to enter into this Amendment.

(e) Neither Guarantor nor any affiliate of Guarantor is 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.

(f) The Representations and Warranties in Section 2.03 of the RDA, as assumed by the Redeveloper pursuant to Section 8.3 hereof, are known to Guarantor to be in all respects accurate as of the date hereof.

(g) No indictment has been returned against Guarantor or any officer of Guarantor.

9.3 Guaranteed Obligations. The Guarantor absolutely and unconditionally guarantees to the Township the performance of all obligations of the Redeveloper under the RDA as amended herein (collectively, the **"Guaranteed Obligations"**).

9.4 If the Redeveloper shall fail to satisfy the Guaranteed Obligations, the Guarantor, within thirty (30) days after written demand by the Township, shall satisfy the Guaranteed Obligations.

9.5 The Township may, in its sole and absolute discretion, without notice to or further assent of the Guarantor and without in any way releasing, affecting or impairing the obligations and liabilities of the Guarantor hereunder: (i) waive compliance with, or any defaults under, or grant any other indulgences with respect to the RDA as amended herein; (ii) modify, amend, or change any provisions of the RDA as amended herein; (iii) grant extensions or renewals of or with respect to the RDA as amended herein or effect any release, compromise or settlement in connection with the RDA as amended herein; and (iv) deal in all respects with the Redeveloper, or its successors in interest, as if this Guaranty were not in effect. The obligations of the Guarantor under this Guaranty shall be unconditional, absolute and irrevocable and shall continue in full force and effect until the Redeveloper's obligations under the RDA as amended herein are satisfied.

9.6 The liability of the Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Township of any remedies it may have against the Redeveloper or its successors and permitted assigns with respect to the RDA as amended herein, whether pursuant to the terms thereof or by law. Any one or more successive or concurrent actions may be brought herein against the Guarantor either in the same action, if any, brought against the Redeveloper or its successors in interest or in separate actions, as often as the Township may deem advisable.

9.7 The Guarantor hereby expressly waives (i) presentment, demand and protest; (ii) notice of acceptance of this Guaranty; (iii) notice of any default (except as required under this Guaranty) under the RDA as amended herein and of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the RDA as amended herein; (v) all other notices and demands otherwise required by law which the Guarantor may lawfully waive; and (vi) any defense to any action in connection with this Guaranty brought against the Guarantor by the Township, including, without limitation, any defense based on any statute of limitations and on any legal disability of the Redeveloper and any discharge and limitation of liability of the Redeveloper to the Township whether consensual or arising by operation of law or any bankruptcy, insolvency or debtor-relief proceeding, or from any other cause. The Guarantor also waives trial by jury in any action brought on or with respect to this Guaranty and agrees that in the event this Guaranty shall be enforced by suit or otherwise, the Guarantor will reimburse the Township, upon demand, for all reasonable expenses incurred in connection therewith, including, without limitation, attorneys' fees.

9.8 Any notice, demand, request or other communication which the Township may desire to give to the Guarantor with respect to this Guaranty shall be deemed sufficient if in

writing and sent to the Guarantor postage prepaid, certified, registered, or U.S. express mail, return receipt requested, or by nationally recognize overnight courier addressed to the Guarantor at the address first set forth above or at such other address Guarantor designates for notices in a written notice to the Township.

9.9 All rights and remedies afforded to the Township, by reason of this Guaranty and the RDA as amended herein, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Township in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Township unless in writing and duly signed by the Township. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Township and no single or partial exercise of any right or remedy hereunder shall preclude other or further exercise thereof or any other right or remedy.

9.10 The Guarantor represents and warrants that it has a financial interest in the Project, that it has examined or has had an opportunity to examine documents referred to herein, that it has full power, authority and legal right to execute and deliver this Guaranty, and that this Guaranty is a binding legal obligation of the Guarantor. The Guarantor represents and warrants that, at the time of the execution of delivery of this Guaranty, there is no litigation pending or to the best of the Guarantor's knowledge, threatened against Guarantor that, if decided adversely to the Guarantor, would prevent the Guarantor from performing under this Guaranty, and neither execution or delivery of this Guaranty nor compliance with the terms hereof will conflict with, or constitute a breach of or default under any agreement or instrument to which the Guarantor may be a party.

9.11 If any provision or part of any provision contained in this Guaranty shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, or the remaining part of the affected provision of this Guaranty, but this Guaranty shall be construed as if such invalid, illegal or unenforceable provision or part hereof had never been contained herein, but only to the extent it is invalid, illegal or unenforceable.

9.12 This Guaranty shall inure to the benefit of, and be enforceable by, the Township and its successors and assigns, and shall be binding upon, and enforceable against, the Guarantor and its heirs, personal representatives, successors and assigns.

9.13 This Guaranty shall not create any rights in any surety under payment and performance bonds, among the surety, if any, the Redeveloper, its general contractors, and the Township, with respect to the Project, either as a third-party beneficiary, or in any other manner, it being understood and agreed that this Guaranty is intended for the sole benefit of the Township.

9.14 Termination of Guaranty. Notwithstanding anything contained herein to the contrary, it is expressly understood that upon (i) the issuance by the Township of a Certificate of Completion for the Project, or (ii) upon termination of the RDA as amended herein in accordance with the terms hereof for reasons other than an Event of Default by Redeveloper, this Guaranty shall be deemed irreversibly terminated, null, void and of no further force and effect, except as to Redeveloper obligations which by the express terms of the RDA as amended herein survive termination.

SECTION 10

MISCELLANEOUS

10.1 All terms and conditions of the Redevelopment and Land Disposition Agreement with an effective date of April 24, 2015 and the Purchase and Sale Agreement with an effective date of April 24, 2015 shall remain in full force and effect except for the limited extent of the amendments and revisions set forth herein.

10.2 JMF Maplewood, L.L.C. and Gladstone at Maplewood, L.L.C. shall be jointly and severally liable under the RDA and the PSA as amended by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands as of the date as first set forth above.

ATTEST:

Maplewood Redevelopers, LLC

_____

By:_____
JOSEPH M. FORGIONE,
Sole Member

ATTEST:

JMF Maplewood, L.L.C.

_____

By:_____
JOSEPH M. FORGIONE,
As Sole Member on behalf of JMF Maplewood, L.L.C. and individually as a Guarantor per Section 9

ATTEST:

Gladstone at Maplewood, L.L.C.

_____

By:_____
STEVEN KALAFER,
As Sole Member on behalf of Gladstone at Maplewood, L.L.C. and individually as a Guarantor per Section 9

ATTEST:

The Township of Maplewood

_____
Elizabeth J. Fritzen, Township Clerk

By: _____
Victor De Luca, Mayor

[SEAL]

590789_6

EXHIBIT A

Amended Legal Description of the Property to replace existing Legal Description of the Property as Exhibit A to the RDA and Schedule A to the PSA

OMLAND
ENGINEERING ASSOCIATES, INC.

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

April 6, 2015
Revised November 2, 2015
OEA Proj. 141002

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

BEING proposed Lot 181.01, Block 13.09 as delineated on a map entitled "Preliminary and Final Site Plans and Minor Subdivision Plan For Post House, Minor Subdivision Plat, Block 13.09, Lots 185, 181, 180" dated to November 2, 2015, prepared by Omland Engineering Associates, Inc. more particularly described as follows:

BEGINNING at a point in the southerly sideline of Maplewood Avenue, 50 feet wide, where the same is intersected by the proposed division line between proposed Tax Lots 185.01, now or formerly of the Township of Maplewood, and proposed Lot 181.01, Block 13.09, herein described, and running; Thence

1) Along said sideline, North 73° 40' 00" East, 139.85 feet to a point where the same is intersected by the proposed division line between proposed Tax Lot 181.01, Block 13.09, now or formerly of the Township of Maplewood, and proposed Tax Lot 178.01, Block 13.10, now or formerly of the Township of Maplewood; Thence

2) Along said division line, South 22° 39' 00" East, 148.58 feet to a point where the same is intersected by the division line between proposed Lot 181.01, herein described, and Tax Lot 3, Block 50, now or formerly of the Norfolk Southern Railroad, Morris & Essex Division; Thence

3) Still along said division line, South 67° 41' 25" West, 139.00 feet to a point where the same is intersected by the aforementioned division line between proposed Tax Lots 185.01 and 181.01, Block 13.09; Thence

4) Along said division line, North 22° 39' 00" West, 163.14 feet to a point where the same is intersected by the aforementioned southerly sideline of Maplewood Avenue, and the point of BEGINNING.

Containing 21,665 square feet or 0.4974 acres more or less. Subject to easements and restrictions of record.

This description was prepared by:

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

H:\Projects\Documents\OEA Projects\141002.C0 JMF - Maplewood\Descriptions\Revisions 11-2-15\Description-Proposed Lot 181.01.doc

EXHIBIT B

Revised Form of Public Access Easement to replace existing Public Access Easement as Exhibit G-1 to the RDA

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

OMLAND
ENGINEERING ASSOCIATES, INC.

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

April 6, 2015
Revised November 2, 2015
OEA Proj. 141002

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

BEING proposed Lot 181.01, Block 13.09 as delineated on a map entitled "Preliminary and Final Site Plans and Minor Subdivision Plan For Post House, Minor Subdivision Plat, Block 13.09, Lots 185, 181, 180" dated to November 2, 2015, prepared by Omland Engineering Associates, Inc. more particularly described as follows:

BEGINNING at a point in the southerly sideline of Maplewood Avenue, 50 feet wide, where the same is intersected by the proposed division line between proposed Tax Lots 185.01, now or formerly of the Township of Maplewood, and proposed Lot 181.01, Block 13.09, herein described, and running; Thence

1) Along said sideline, North 73° 40' 00" East, 139.85 feet to a point where the same is intersected by the proposed division line between proposed Tax Lot 181.01, Block 13.09, now or formerly of the Township of Maplewood, and proposed Tax Lot 178.01, Block 13.10, now or formerly of the Township of Maplewood; Thence

2) Along said division line, South 22° 39' 00" East, 148.58 feet to a point where the same is intersected by the division line between proposed Lot 181.01, herein described, and Tax Lot 3, Block 50, now or formerly of the Norfolk Southern Railroad, Morris & Essex Division; Thence

3) Still along said division line, South 67° 41' 25" West, 139.00 feet to a point where the same is intersected by the aforementioned division line between proposed Tax Lots 185.01 and 181.01, Block 13.09; Thence

4) Along said division line, North 22° 39' 00" West, 163.14 feet to a point where the same is intersected by the aforementioned southerly sideline of Maplewood Avenue, and the point of BEGINNING.

Containing 21,665 square feet or 0.4974 acres more or less. Subject to easements and restrictions of record.

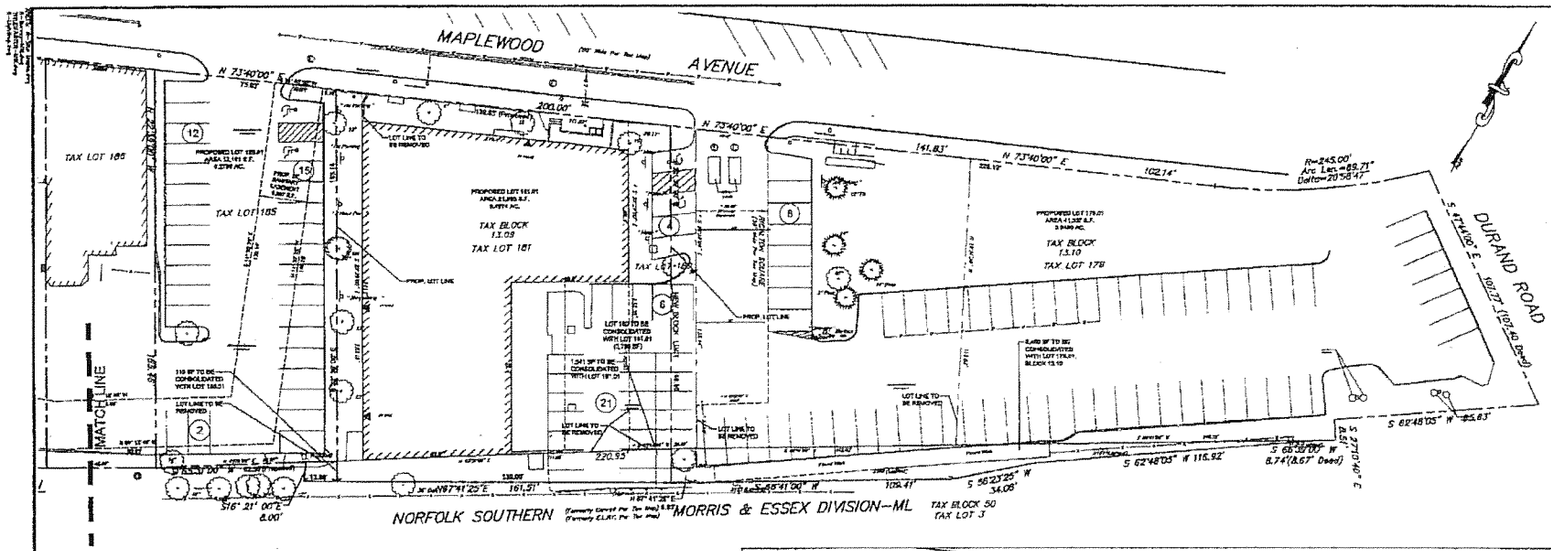
This description was prepared by:

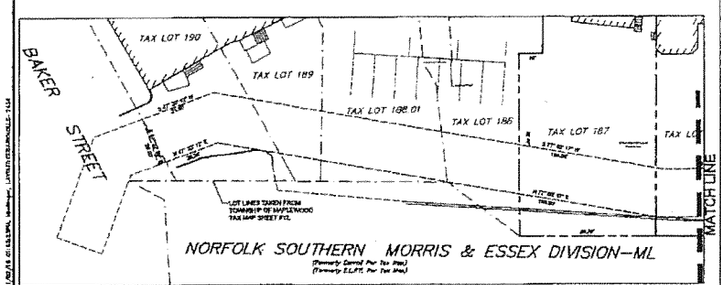
David B. Dixon, PLS Lic. 27282
Omland Engineering Associates, Inc.

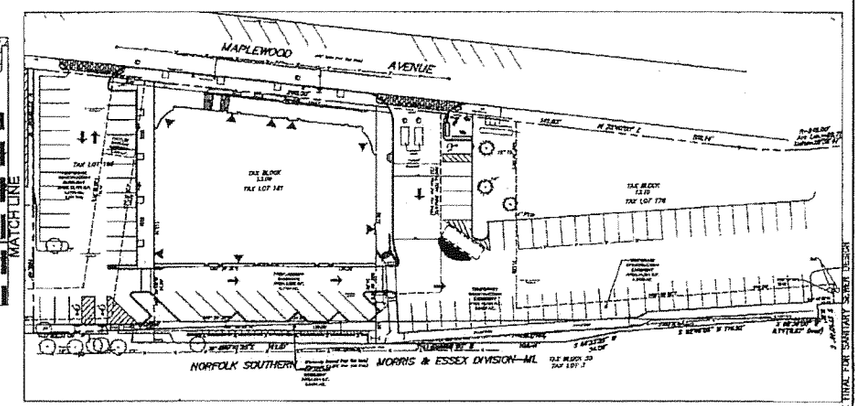
H:\Projects\Documents\OEA Projects\141002.C0 JMF - Maplewood\Descriptions\Revisions 11-2-15\Description-Proposed Lot 181.01.doc

EXHIBIT B

Easement Plan







ACCESS EASEMENTS
1"=30'

LOT CONSOLIDATION SUMMARY

LOT #	EXISTING AREA	PROPOSED AREA
LOT 178.01	37,443 SF 0.8593 Ac.	41,337 SF 0.9492 Ac.
LOT 180	7,931 SF * 0.182 Ac.	N/A
LOT 181.01	18,124 SF 0.3702 Ac.	21,865 SF 0.4974 Ac.
LOT 188.01	13,753 SF 0.3148 Ac.	12,181 SF 0.2798 Ac.

* TOTAL AREA OF LOT 180 INCLUDING RAILROAD PARCEL

NOTES:

1. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON TAKEN FROM A MAP PREPARED BY KELLER & KIRKPATRICK, INC. - "BOUNDARY SURVEY, LOT 180, 181 & 189, BLOCK 13.09 TOWNSHIP OF MAPLEWOOD, ESSEX COUNTY, NEW JERSEY" DATED AUGUST 28 2013, REVISED THROUGH MARCH 27, 2015.
2. TOWNSHIP OF MAPLEWOOD TAX MAP SHEET 12.

SEE SHEET 2A OF THIS SET FOR GENERAL NOTES AND REFERENCES.

THESE PLANS ARE NOT TO BE USED FOR BID OR CONSTRUCTION

JMF PROPERTIES
DEVELOPING MORE THAN REAL ESTATE

PLANS ARE TITLE FOR SANITARY SEWER DESIGN

PRELIMINARY AND FINAL SITE PLANS AND MINOR SUBDIVISION PLAN FOR
POST HOUSE
MINOR SUBDIVISION PLAT
BLOCK 13.09, LOTS 180, 181, 189
TOWNSHIP OF MAPLEWOOD, ESSEX COUNTY, NEW JERSEY

OMLAND
ENGINEERING ASSOCIATES, INC.

SHEET No. 4 OF 14

EXHIBIT C

Sidewalk Easement Premises

OMLAND
ENGINEERING ASSOCIATES, INC.

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

April 7, 2015
Revised November 2, 2015
OEA Proj. 141002

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

BEING a proposed Sidewalk Easement, being a portion of proposed Tax Lot 181.01, Block 13.09 as delineated on a map entitled "Preliminary and Final Site Plans and Minor Subdivision Plan For Post House, Block 13.09, Lots 185, 181, 180" dated to November 2, 2015, prepared by Omland Engineering Associates, Inc. more particularly described as follows:

BEGINNING at a point in the proposed division line between proposed Tax Lot 178.01, Block 13.10 and proposed Tax Lot 181.01, Block 13.09, said point being South 22° 39' 00" East, 134.34 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, 6.00 feet to a point in same; Thence

2) By a new line through said Lot 181.01, Block 13.09, South 67° 20' 25" West, 139.00 feet to a point where the same is intersected by the proposed division line between proposed Lot 181.01 and proposed Lot 185.01, Block 13.09; Thence

3) Along said division line, North 22° 39' 00" West, 6.00 feet to a point in same; Thence

4) By another new line through said Lot 181.01, North 67° 20' 25" East, 139.00 feet to a point where the same is intersected by the aforementioned division line between Lots 178.01 and 181.01, Block 13.09 and the point of BEGINNING.

Containing 834 square feet or 0.0191 acres more or less. Subject to easements and restrictions of record.

This description was prepared by:

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

H:\Projects\Documents\OEA Projects\141002.C0 JMF - Maplewood\Descriptions\Revisions 11-2-15\Description-Sidewalk Easmt Lot 181.01.doc

EXHIBIT D

Driveway and Parking Easement Premises

OMLAND
ENGINEERING ASSOCIATES, INC.

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

April 7, 2015
Revised November 2, 2015
OEA Proj. 141002

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

BEING a proposed Access Easement, being a portion of proposed Tax Lot 181.01, Block 13.09 as delineated on a map entitled "Preliminary and Final Site Plans and Minor Subdivision Plan For Post House, Easement Plan, Block 13.09, Lots 185, 181, 180" dated to November 2, 2015, prepared by Omland Engineering Associates, Inc. more particularly described as follows:

BEGINNING at a point in the proposed division line between Tax Lot 178.01, Block 13.10 and Tax Lot 181.01, Block 13.09, said point being South 22° 39' 00" East, 99.75 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, 34.59 feet to a point in same; Thence

2) By a new line through said Lot 181.01, Block 13.09, South 67° 20' 25" West, 139.00 feet to a point where the same is intersected by the division line between proposed Lot 181.01 and proposed Lot 185.01, Block 13.09; Thence

3) Along said division line, North 22° 39' 00" West, 34.59 feet to a point in same; Thence

4) By another new line through said Lot 181.01, North 67° 20' 25" East, 139.00 feet to a point where the same is intersected by the aforementioned division line between Lots 178.01 and 181.01, Block 13.09 and the point of BEGINNING.

Containing 4,805 square feet or 0.1103 acres more or less. Subject to easements and restrictions of record.

This description was prepared by:

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

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EXHIBIT C

Revised Form of Construction and Plaza Easement to replace existing Construction and Plaza Easement as Exhibit G-2 to the RDA

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 undertaken 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**

_____ **By:** _____

Elizabeth J. Fritzen, Township Clerk **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

OMLAND
ENGINEERING ASSOCIATES, INC.

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

April 7, 2015
Revised November 2, 2015
OEA Proj. 141002

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

BEING a proposed Access Easement, being a portion of proposed Tax Lot 181.01, Block 13.09 as delineated on a map entitled "Preliminary and Final Site Plans and Minor Subdivision Plan For Post House, Easement Plan, Block 13.09, Lots 185, 181, 180" dated to November 2, 2015, prepared by Omland Engineering Associates, Inc. more particularly described as follows:

BEGINNING at a point in the proposed division line between Tax Lot 178.01, Block 13.10 and Tax Lot 181.01, Block 13.09, said point being South 22° 39' 00" East, 99.75 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, 34.59 feet to a point in same; Thence

2) By a new line through said Lot 181.01, Block 13.09, South 67° 20' 25" West, 139.00 feet to a point where the same is intersected by the division line between proposed Lot 181.01 and proposed Lot 185.01, Block 13.09; Thence

3) Along said division line, North 22° 39' 00" West, 34.59 feet to a point in same; Thence

4) By another new line through said Lot 181.01, North 67° 20' 25" East, 139.00 feet to a point where the same is intersected by the aforementioned division line between Lots 178.01 and 181.01, Block 13.09 and the point of BEGINNING.

Containing 4,805 square feet or 0.1103 acres more or less. Subject to easements and restrictions of record.

This description was prepared by:

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

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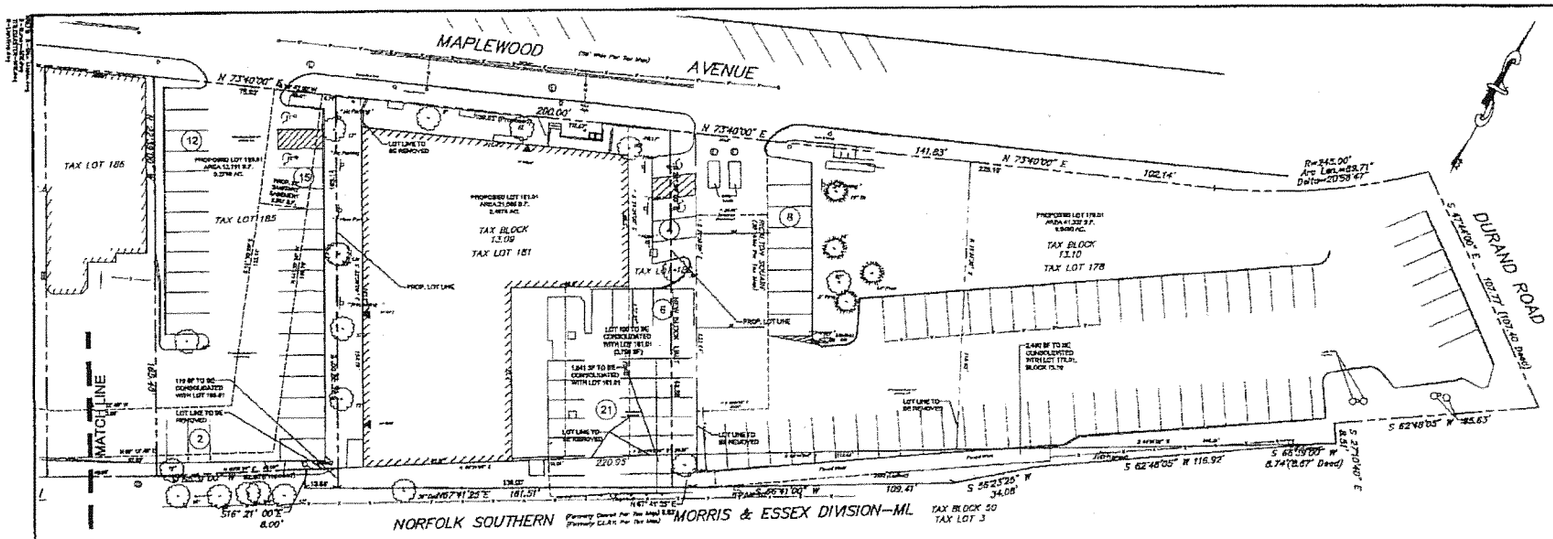
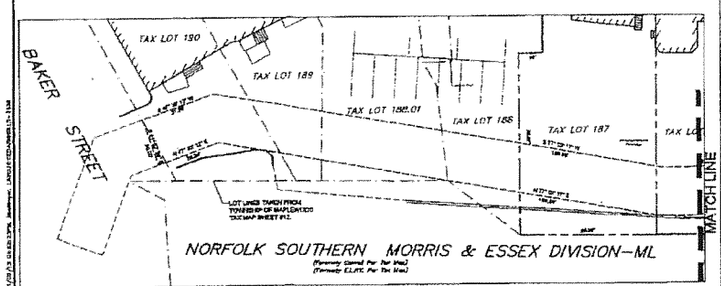
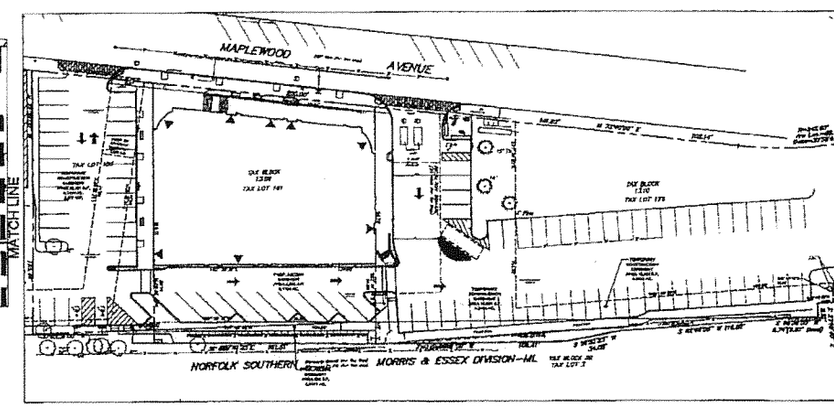
EXHIBIT B
EASEMENT PLAN







ACCESS EASEMENTS

1"=30'

LOT CONSOLIDATION SUMMARY

LOT #	EXISTING AREA	PROPOSED AREA
LOT 178.01	37,441 SF 0.8593 Ac.	41,337 SF 0.9488 Ac.
LOT 180	7,921 SF * 0.182 Ac.	N/A
LOT 181.01	16,124 SF 0.3702 Ac.	21,565 SF 0.4974 Ac.
LOT 185.01	13,703 SF 0.3149 Ac.	12,191 SF 0.2789 Ac.

* TOTAL AREA OF LOT 180 INCLUDING RAILROAD PARCEL

NOTES:

1. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON TAKEN FROM A MAP PREPARED BY KELLER & KIRKPATRICK, INC., "BOUNDARY SURVEY, LOT 180, 181 & 185, BLOCK 13.09 TOWNSHIP OF MAPLEWOOD, ESSEX COUNTY, NEW JERSEY" DATED AUGUST 28 2013, REVISED THROUGH MARCH 27, 2015.
2. TOWNSHIP OF MAPLEWOOD TAX MAP SHEET 12.

SEE SHEET 2A OF THIS SET FOR GENERAL NOTES AND REFERENCES.

THESE PLANS ARE NOT TO BE USED FOR BID OR CONSTRUCTION

JMF PROPERTIES
DEVELOPING MORE THAN REAL ESTATE

PLANS ARE TRIAL FOR SANITARY SEWER DESIGN

OMLAND
ENGINEERING ASSOCIATES, INC.

PRELIMINARY AND FINAL SITE PLANS AND MINOR SUBDIVISION PLAN FOR
POST HOUSE
MINOR SUBDIVISION PLAT
BLOCK 13.09, LOTS 180, 181, 185
TOWNSHIP OF MAPLEWOOD, ESSEX COUNTY, NEW JERSEY

SHEET No. 4 OF 14

EXHIBIT C-1
EASEMENT PREMISES

[AREA WITHIN LIMIT OF DISTURBANCE ON LOT 185]

OMLAND
ENGINEERING ASSOCIATES, INC.

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

April 7, 2015
Revised November 2, 2015
OEA Proj. 141002

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

BEING proposed Lot 185.01, Block 13.09 as delineated on a map entitled "Preliminary and Final Site Plans and Minor Subdivision Plan For Post House, Minor Subdivision Plat, Block 13.09, Lots 185, 181, 180" dated to November 2, 2015, prepared by Omland Engineering Associates, Inc. more particularly described as follows:

BEGINNING at a point in the southerly sideline of Maplewood Avenue, 50 feet wide, where the same is intersected by the proposed division line between proposed Tax Lots 185.01, now or formerly of the Township of Maplewood, herein described, and proposed Lot 181.01, Block 13.09 as shown on said Plat, and running; Thence

1) Along said division line, South 22° 39' 00" East, 163.14 feet to a point where the same is intersected by the division line between proposed Lot 185.01, herein described, and Tax Lot 3, Block 50, now or formerly of the Norfolk Southern Railroad, Morris & Essex Division; Thence

2) Along said division line, South 67° 41' 25" West, 13.88 feet to an angle point in same; Thence

3) Still along said division line, North 16° 21' 00" West, 8.00 feet to an angle point in same; Thence

4) Still along said division line, South 65° 31' 00" West, 62.50 feet to a point where the same is intersected by the division line between proposed Tax Lots 185.01, herein described, and Tax Lot 186, Block 13.09, now or formerly of Savon Associates, LLC; Thence

5) Along said division line, North 22° 39' 00" West, 165.46 feet to a point where the same is intersected by the aforementioned southerly sideline of Maplewood Avenue; Thence

6) Along said sideline, North 73° 40' 00" East, 75.93 feet to a point where the same is intersected by the aforementioned division line between proposed Tax Lots 185.01 and 181.01, and the point of BEGINNING.

Containing 12,191 square feet or 0.2799 acres more or less. Subject to easements and restrictions of record.

This description was prepared by:

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

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EXHIBIT C-2
EASEMENT PREMISES

[AREA WITHIN LIMIT OF DISTURBANCE ON LOT 178]

OMLAND
ENGINEERING ASSOCIATES, INC.

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

April 7, 2015
Revised November 2, 2015
OEA Proj. 141002

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

BEING a proposed Temporary Construction Easement, being a portion of proposed Lot 178.01, Block 13.10 as delineated on a map entitled "Preliminary and Final Site Plans and Minor Subdivision Plan For Post House, Block 13.09, Lots 185, 181, 180" dated to November 2, 2015, prepared by Omland Engineering Associates, Inc. more particularly described as follows:

BEGINNING at a point in the southerly sideline of Maplewood Avenue, 50 feet wide, where the same is intersected by the proposed division line between proposed Tax Lot 178.01, Block 13.10 and proposed Tax Lot 181.01, Block 13.09, and running; Thence

1) Along said sideline, North 73° 40' 00" East, 88.26 feet to a point in same; Thence, by a new line through said Lot 178.01 the following 3 courses

2) South 22° 39' 00" East, 116.02 feet to an angle point in same; Thence

3) North 62° 48' 05" East, 199.00 feet to an angle point in same; Thence

4) South 22° 39' 00" East, 12.32 feet point to a point where same is intersected by the division line between Lot 178.01, and Tax Lot 3, Block 50, now or formerly of the Norfolk Southern Railroad, Morris & Essex Division; Thence, along said division line the following 7 courses

5) South 62° 48' 05" West, 10.00 feet to an angle point in same; Thence

6) South 27° 10' 40" East, 8.51 feet to an angle point in same; Thence

7) South 66° 39' 00" West, 8.74 feet to an angle point in same; Thence

8) South 62° 48' 05" West, 116.92 feet to an angle point in same; Thence

9) South 56° 23' 25" West, 34.08 feet to an angle point in same; Thence

10) South 66° 41' 00" West, 109.41 feet to an angle point in same; Thence

11) South 67° 41' 25" West, 8.63 feet to a point where the same is intersected by the aforementioned division line between Lot 178.01, Block 13.10 and Lot 181.01, Block 13.09; Thence

12) Along said division line, North 22° 39' 00" West, 148.58 feet to a point where the same is intersected by the aforementioned sideline of Maplewood Avenue, and the point of BEGINNING.

Containing 16,661 square feet or 0.3825 acres more or less. Subject to easements and restrictions of record.

This description was prepared by:

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

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EXHIBIT D

Amended Description of Deviations and Waivers to replace the existing Description of Deviations and Waivers as Exhibit I to the RDA

Bulk Deviations:

1. **Minimum Setback of Façade on Ricalton Square**
2. **Provision of Ten Percent Affordable Units**
3. **Dwelling Unit Type to allow studios**
4. **Maximum Marquee/Canopy Projection**
5. **Maximum Parapet Height**
6. **Maximum Width of Retail Unit**
7. **Maximum Number of Stories on Ricalton and Maplewood**
8. **Maximum Height of 40 FT Above Grade For Façade Facing Lot 185**
9. **Maximum Building Coverage**

Design Standards Deviations:

1. **Two Foot Vertical Demarcation on Façade Facing Maplewood Avenue**
2. **Parking Lot Landscaping**
3. **Variations in Façade - Breaks**
4. **Variations in Façade – Height**
5. **Minimum 75% Transparent Ground-Floor Glazing**
6. **Minimum 40% Transparent Upper-Floor Glazing**
7. **Maximum Sidewalk Width on Maplewood Avenue**
8. **Loading Zone off site, not screened and does not accommodate tractor trailer**