

CITY COUNCIL

The City of Orange Township, New Jersey

DATE _____

NUMBER 49-2018

TITLE: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF ORANGE TOWNSHIP AND J. ROSSI PAINT AND WALLPAPER, JOSEPH J. ROSSI, 403 MAIN STREET ORANGE, LLC, ROSSI PAINT STORES MANAGEMENT CO. INC. AND ANNEMARIE P. ROSSI TO RELOCATE J. ROSSI PAINT AND WALLPAPER TO 425 MAIN STREET, ORANGE, NEW JERSEY, TO MAKE IMPROVEMENTS TO 425 MAIN STREET, ORANGE NEW JERSEY NECESSARY FOR BUSINESS OPERATIONS AND TO ACCEPT THE TRANSFER OF REAL PROPERTY FROM J. ROSSI PAINT AND WALLPAPER, JOSEPH J. ROSSI, 403 MAIN STREET ORANGE LLC, ROSSI PAINT STORES MANAGEMENT CO. INC. AND ANNEMARIE P. ROSSI TO THE CITY OF ORANGE TOWNSHIP.

WHEREAS, the City Council of the City of Orange Township ("City") in furtherance of the City's goal of providing quality, safe, market rate housing and a community center with recreational, wellness, and educational opportunities for residents has negotiated an agreement with J. Rossi Paint and Wallpaper, Joseph J. Rossi, 403 Main Street LLC, Rossi Paint Stores Management Co. Inc. and Annemarie P. Rossi to relocate J. Rossi Paint and Wallpaper, and further, to improve the relocation site of 425 Main Street, Orange, New Jersey, to the extent necessary for business operations, as consideration for the transfer of the following properties (the "Rossi Properties") to the City of Orange Township;

Block	Lots	Property Address	Est. relocation, cap. impr. & rehabilitation cost	Property Owners
2101	1	407 Main Street	\$800,000.00 <small>(estimated reloc. cap impr rehab expense)</small>	J.J & A.P. Rossi, et al
2101	2	12 High Street	included	J.J & A.P. Rossi, et al
2101	29	401 Main Street	included	J.J & A.P. Rossi, et al
Total relocation, capital improvement and relocation cost: \$800,000.00.				

and

WHEREAS, pursuant to N.J.S.A. 40A:12-5 et seq. the City may, through authority granted by an ordinance, acquire private property for a public use through gift, purchase, or condemnation; and

WHEREAS, the City Council of the City of Orange Township has determined that the relocation of J. Rossi Paint and Wallpaper and the acquisition of the Rossi Properties described above will advance the City's goals of providing quality, safe, market rate



housing and a community center with recreational, wellness, and educational opportunities for residents; and

WHEREAS, The City has negotiated a proposed “Purchase and Relocation Agreement” to relocate J. Rossi Paint and Wallpaper to 425 Main Street, Orange New Jersey, to improve same, and to accept the transfer above described property to the City of Orange Township, a copy of which is annexed hereto.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Orange Township in the County of Essex, State of New Jersey, as follows:

SECTION I. Purpose and Fiscal impact. The purpose of this ordinance is to authorize the acquisition of the Property described herein. Fiscal impact will be neutral as the cost of acquisition will be offset by reimbursement to the City of all costs of acquisitions by a designated redeveloper for parcels across High Street on the corner of High Street and Main Street for an amount that will equal or exceed the cost(s) of acquisition.

SECTION II. The City is empowered by N.J.S.A. 40A:12-5 et seq. to acquire lands or rights therein by purchase, gift and or condemnation.

SECTION III. This ordinance authorizes the acquisition by the City of the Rossi Properties known as Block 2101, Lots 1, 2, and 29 on the official tax map of the City of Orange Township, said properties being known as 401 Main Street, 407 Main Street, 12 High Street, Orange, New Jersey 07050, by way of transfer to the City as consideration for the City’s undertaking of the relocation of J. Rossi Paint and Wallpaper to 425 Main Street, Orange New Jersey and improvement of same.

SECTION IV. Pursuant to N.J.S.A. 40A:12-1 et seq. the City Attorney of the City of Orange Township, the Mayor and the Business Administrator are authorized and directed to undertake any actions and execute any documents necessary or appropriate to acquire the Property, including the execution of the Purchase and Relocation Agreement, subject to any necessary non-material changes, copies of which are annexed hereto.

SECTION V. Should any section, paragraph, sentence or clause of this ordinance be declared unconstitutional or invalid for any reasons, the remaining portions of this ordinance shall not be affected thereby and shall remain in full force and effect and to this end the provisions of this ordinance are hereby declared severable.

SECTION VI. This ordinance shall become effective immediately upon passage and publication, according to the law and certification by the Chief Financial Officer of the availability of funds for the acquisition described herein.

ADOPTED:

Joyce Lanier
City Clerk

Kerry Coley
Council President

APPROVED:

Honorable Dwayne D. Warren, Esq.

Purpose: To authorize the acquisition of the Property, 425 Main Street, Orange, New Jersey 07050.

Fiscal Impact: Neutral.

ORDINANCE NO 49-2018

**REGULAR MEETING –10/3/2018
INTRODUCTION-FIRST READING**

MOTION TO ADOPT: Williams

SECOND: Jackson

YEAS: Eason, Jackson, Summers-Johnson, Williams, Wooten & Council Pres. Coley

NAYS: None

ABSTENTIONS: None

ABSENCES: Johnson, Jr.

SECOND READING PUBLIC/FINAL HEARING; NOVEMBER 7, 2018

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** ("Agreement") is entered into, as of the Effective Date (defined herein), by and between the City of Orange, a body politic of the State of New Jersey, with an address at 29 North Day Street, City of Orange, New Jersey 07050 ("Purchaser"), [J. Rossi Paint and Wallpaper, Joseph J. Rossi, Annmarie P. Rossi and 403 Main Street Orange, LLC](#), a limited liability company with an address at 403 Main Street Orange, NJ 07050 ("Seller"), and Rossi Paint Stores Management Co, Inc. a corporation with an address at 403 Main Street Orange, NJ 07050 ("Tenant").

PRELIMINARY STATEMENT

Seller is the owner of that certain Property (identified and defined in Article I herein), which Seller desires to sell, and Purchaser desires to purchase, subject to the terms and conditions of this Agreement. Purchaser is the owner of that certain Property B (identified and defined in Article II herein), which, together with other valuable consideration, shall constitute the Purchase Price, (as further identified and defined in Article II herein).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intended to be legally bound, the parties hereto agree as follows:

ARTICLE I **(The Property)**

1.1 Sale and Purchase of Property. Seller hereby agrees to sell, assign, and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, all of Seller's right, title, and interest in and to, the following:

1.1.1 **Land and Improvements.** The land located at (i) 407 Main Street, City of Orange, NJ 07050, identified as Block 2101, Lot 1 on the Tax Map of the City of Orange, County of Essex, State of New Jersey, (ii) 12 High Street, City of Orange, NJ 07050, identified as Block 2101, Lot 2 on the Tax Map of the City of Orange, County of Essex, State of New Jersey, and (iii) 401 Main Street, City of Orange, NJ 07050, identified as Block 2101, Lot 29 on the Tax Map of the City of Orange, County of Essex, State of New Jersey (collectively, the "Land"), together with the buildings and other improvements located thereon (the "Improvements").

1.1.2 **Real Property.** The rights, privileges, and easements appurtenant to Seller's interest in the Land and the Improvements, if any, including, without limitation, all of Seller's right, title, and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land and the Improvements (the Land, the Improvements, and all such easements and appurtenances are sometimes collectively referred to herein as the "Real Property").

1.1.3 **Leases.** Seller's interest in all leases and other agreements to occupy the Property (the "Leases"), or any portion thereof, as amended, in effect on the date of Closing.

1.1.4 Tangible Personal Property. All of Seller's right, title and interest, without warranty, in the equipment, machinery, furniture, furnishings, supplies and other tangible personal property, if any, owned by Seller and now or hereafter located in and used in connection with the operation, ownership, or management of the Property, but specifically excluding any items of personal property owned by tenants at or on the Property and further excluding any items of personal property owned by third parties and leased to Seller (collectively, the "Tangible Personal Property").

1.1.5 Intangible Property. Seller's interest under and to (i) the assignable contracts and agreements pertaining to the operation of the Property, including all management, leasing, parking, service, and maintenance agreements, and equipment leases ("Service Contracts"), which Purchaser elects to assume; (ii) all assignable warranties and guaranties issued to or inuring to the benefit of Seller in connection with the Improvements or Tangible Personal Property; (iii) all assignable licenses and permits held by Seller at the time of Closing relating to the operation of the Property (the "Licenses"), which Purchaser elects to assume; (iv) Seller's tradenames used in connection with the Land and the Improvements; and (v) all environmental studies and reports, promotional materials, surveys, building plans, and lease files (including any original leases) possessed by Seller and used by Seller exclusively in connection with the Land and the Improvements (items (i) - (v) are collectively known as the "Intangible Property").

1.2 Property Defined. The Seller's rights and interest in the Land, Improvements, Real Property, Leases, Tangible Personal Property, and Intangible Property are collectively referred to as the "Property."

1.3 Items Excluded from Sale. Notwithstanding the above, Property shall not include the following items: _____.

ARTICLE II **(Purchase Price)**

2.1 Property B Defined. The Purchaser's rights and interest in the Land B, Improvements B, Real Property B, Leases B and Tangible Personal Property B, Intangible Property B, each as herein defined, are collectively referred to as the "Property B."

2.1.1 Land and Improvements. The land located at 425 Main Street, City of Orange, NJ 07050, identified as Block 2201, Lot 25 on the Tax Map of the City of Orange, County of Essex, State of New Jersey ("Land B"), together with the buildings and other improvements located thereon (the "Improvements B").

2.1.2 Real Property. The rights, privileges, and easements appurtenant to Purchaser's interest in the Land B and the Improvements B, if any, including, without limitation, all of Purchaser's right, title, and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land B and the Improvements B (the Land B, the Improvements B, and all such easements and appurtenances are sometimes collectively referred to herein as the "Real Property B").

2.1.3 Leases. Purchaser's interest in all leases and other agreements to occupy the Property B (the "Leases B"), or any portion thereof, as amended, in effect on the date of Closing.

2.1.4 Tangible Personal Property. All of Purchaser's right, title and interest, without warranty, in the equipment, machinery, furniture, furnishings, supplies and other tangible personal property, if any, owned by Purchaser and now or hereafter located in and used in connection with the operation, ownership, or management of the Property B, but specifically excluding any items of personal property owned by tenants at or on the Property B and further excluding any items of personal property owned by third parties and leased to Purchaser (collectively, the "Tangible Personal Property B").

2.1.5 Intangible Personal Property. Purchaser's interest and/or the current owner of Property B's interest under and to all environmental studies and reports, appraisals, surveys, building plans possessed by Purchaser or the current owner of Property B and used by Purchaser or current owner of Property B exclusively in connection with Land B and Improvements B (collectively, the "Intangible Property B").

2.2 Purchase Price. The purchase price for the Property shall be the conveyance of title to Property B, from Purchaser to Seller, as part of a 1031 Exchange, as defined in Section 15.6 herein ("Purchase Price"). The Purchase Price shall be payable to Seller at Closing pursuant to Article V herein.

ARTICLE III **(Leaseback and Relocation)**

3.1 Tenant's Right to Remain in Property After Closing. Tenant may remain in exclusive possession of, and continue operating its business from, the Property for a period of six (6) months from the date of Closing (the "Leaseback Period"), which Leaseback Period may be extended only by the advance written permission of Purchaser. As full consideration for Tenant's occupancy of the Property during the Leaseback Period, Tenant shall pay to Purchaser \$1 per month. The foregoing shall be memorialized in a leaseback agreement between Purchaser and Seller.

3.2 Relocation Fund. Upon Closing, Purchaser shall set aside eight hundred thousand dollars and zero cents (\$800,000.00) in a relocation fund ("Relocation Fund") for the benefit of Tenant. The Relocation Fund shall be in the custody of Purchaser's Title Company, acting as escrow agent ("Escrow Agent"). It is agreed by Purchaser and Seller that the duties of the Escrow Agent are purely ministerial in nature, and that the Escrow Agent shall incur no liability whatsoever except for its willful misconduct or gross negligence, so long as the Escrow Agent is acting in good faith. Purchaser and Seller do each hereby release the Escrow Agent from any liability for any error in judgment or for any act done or omitted to be done by the Escrow Agent in the good faith performance of its duties hereunder and do each hereby indemnify the Escrow Agent against, and agree to hold, save, and defend the Escrow Agent harmless from, any costs, liabilities, and expenses incurred by the Escrow Agent in serving as Escrow agent hereunder and in faithfully discharging its duties and obligations under this Agreement.

3.3 Relocation of Tenant and Renovation of Property B. Invoices submitted to Purchaser by Tenant in connection with Tenant's retrofitting of Property B and Tenant's other costs and

expenses directly or indirectly related to relocating Tenant's business, equipment, furnishings and inventory from Property to Property B shall be paid by Purchaser from the Relocation Fund. Upon demand of Tenant, Purchaser shall transfer to Tenant the balance of the Relocation Fund, net of any amounts paid out up to the date of Tenant's demand, along with an accounting detailing all invoices received from Tenant and paid by Purchaser from the Relocation Fund. Such transfer of the balance of the Relocation Fund to Tenant shall terminate the escrow and relieve Escrow Agent of any further duties or obligations in connection with this Agreement.

ARTICLE IV **(Due Diligence)**

4.1 Due Diligence Materials. Within five (5) days of the Effective Date of this Agreement, Seller shall provide Purchaser with the following due diligence materials, to the extent in Seller's possession ("Due Diligence Materials"):

- 4.1.1 Existing title documents, including legal description, title policy, survey, and deed;
- 4.1.2 Site plan, zoning, or other land use approvals, resolutions, and permits;
- 4.1.3 Tenant leases, any guaranties thereof, and any other occupancy agreements, and all amendments and modifications thereof affecting the Property;
- 4.1.4 A signed rent roll and statement of security deposit balances (which shall be certified to by the Seller at or before the Closing);
- 4.1.5 A legal rent calculation for all apartment units, if applicable;
- 4.1.6 All Service Contracts pertaining to the operation of the Property, including all management, leasing, service and maintenance agreements, and equipment leases;
- 4.1.7 Engineering and environmental reports;
- 4.1.8 Documentation related to any current or former oil tanks on the Property, including, but not limited to, any No Further Action (NFA) letter issued by the New Jersey Department of Environmental Protection (DEP) or a Response Action Outcome (RAO) issued by a Licensed Site Remediation Professional (LSRP);
- 4.1.9 Real estate tax bills and assessment notices for the previous calendar year and year to date;
- 4.1.10 A current "Green Card" issued by the N.J. Department of Community Affairs;
- 4.1.11 Details on any ongoing or threatened litigation related to the Property; and
- 4.1.12 Any other documents in Seller's possession pertaining to the Property.

Notwithstanding anything in this Agreement to the contrary, Due Diligence Materials shall not include: (i) any reports, presentations, summaries and the like prepared for any of Seller's boards, committees, partners, or investors in connection with its consideration of the acquisition of the Property, construction of the Improvements, or sale of the Property, (ii) any proposals, letters of intent, draft contracts, or the like prepared by or for other prospective purchasers of the Property or any part thereof, (iii) Seller's internal memoranda, attorney-client privileged materials, internal appraisals, structural or physical inspection reports, projections and budgets; and (iv) any information which is the subject of a confidentiality agreement between Seller and a third party.

4.2 Due Diligence Period.

4.2.1 Purchaser shall have forty-five (45) calendar days commencing on the day after the Effective Date of this Agreement (the “Due Diligence Period”) to conduct any and all necessary due diligence which may include, but not limited to, a feasibility study, environmental testing, property inspection (including all mechanical equipment, plumbing, and electrical systems), determine availability of utilities, zoning conditions, subdivision and deed restrictions, flood zone classification, soil conditions, possibility of presence of wood-destroying insects, existence of hazardous or toxic materials, site plans, permit requirements, conformance of property to local building and fire codes, any re-platting requirement, and any other factors or conditions which might affect the Property. Seller hereby authorizes Purchaser or its agents to enter upon the Property for the purpose of making said inspections and conducting such testing. Purchaser shall not directly or indirectly contact or otherwise communicate with any tenant, lessee, or other occupant of the Property without the prior written consent of the Seller.

4.2.2 Purchaser and its officers, directors, agents, employees, attorneys, contractors, successors and assigns (“Purchaser Parties”) hereby agree to release, hold harmless, defend and indemnify the Seller and its officers, directors, agents, employees, attorneys, contractors, successors and assigns (“Seller Parties”) from and against all actual or threatened claims, costs (including reasonable fees of attorneys and other professionals, experts and consultants) demands, orders, losses, lawsuits, liabilities, damages and expenses whether brought collectively or individually by a governmental authority or any other third party directly arising from or related to losses or damage caused by the entry onto or inspection of the Property by the Purchaser Parties. Purchaser shall not be liable however, for losses arising from any pre-existing condition of the Property which might be discovered as a result of its inspection thereof. Purchaser will not allow any construction liens to be attached to the Property as a result of its activities, nor will Purchaser allow any damage to the Property as a result of its inspection rights and activities. Purchaser shall maintain, and shall ensure that its contractors maintain, liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of the Purchaser Parties arising out of any entry or inspections of the Property. Purchaser shall provide Seller with evidence of such insurance coverage upon request by Seller. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement. Purchaser’s right of entry, as provided in this Section shall continue up through the date of Closing.

4.3 Confidentiality. Subject to Purchaser’s statutory obligations under the New Jersey Open Public Records Act (N.J.S. 47:1A-1 et seq.), Purchaser agrees that the results of all inspections, analyses, studies and similar reports relating to the Property prepared by or for Purchaser utilizing any information acquired in whole or in part through the Purchaser’s inspection of the Property, and all information and documentation regarding the Property of whatsoever nature (including, but not limited to, the Due Diligence Materials) made available to Purchaser by Seller or Seller’s agents or representatives, is confidential and shall not be disclosed to any other person except those assisting Purchaser with the transaction, or Purchaser’s lender, if any. Purchaser agrees not to use, or allow to be used, any such information for any purpose other than to determine whether to proceed with the contemplated purchase, or if same is consummated, in connection with the operation of the Property post-closing. The provisions of this Section shall survive any termination of this Agreement.

4.4 Termination of Agreement; Waiver of Termination Right. Either party shall provide written notice to the non-terminating party and Escrow Agent on or before 5:00 P.M. EST on the last day of the Due Diligence Period that the terminating party (i) does not desire to acquire (in the case of Purchaser) or sell (in the case of Seller) the Property for any reason or for no reason, which decision shall be at the sole discretion of the terminating party; or (ii) waives its right to terminate this Agreement pursuant to this Article. In the event that either party shall elect to terminate this Agreement on or before the expiration of the Due Diligence Period (for any reason or no reason, and at the terminating party's sole discretion), neither party shall have any further rights or obligations to the other under this Agreement. If a party shall fail to timely notify the other party in writing of its determination under this Article on or before the expiration of the Due Diligence Period, such party shall be deemed to have waived its right to terminate this Agreement pursuant to the terms of this Article.

ARTICLE V
(Title and Survey)

5.1 Delivery of Title. At Closing, Seller shall convey title to the Property to the Purchaser and Purchaser shall convey title to Property B to the Seller. Seller and Purchaser shall convey good and marketable fee simple title to the Property and Property B, respectively, insurable as such by a reputable title company, selected, in each case, by the party receiving the conveyance, licensed to do business in the State of New Jersey at regular rates with such endorsements as the party receiving the conveyance may require.

5.2 Title Commitment and Survey. For the purpose of this section, it is agreed by Purchaser and Seller that the Purchase Price and the value of Property are each One Million Nine Hundred Thousand Dollars (\$1,900,000.00).

5.2.1 Purchaser shall as soon as practical after the Effective Date request that a licensed title company issue a commitment for title insurance for an Owner's Policy of title insurance covering the Property in the amount of the Purchase Price ("Purchaser's Title Commitment"). Purchaser may also elect to have a survey of the Property conducted by a licensed surveyor. Purchaser agrees to pay for the cost of the Title Commitment and Survey, and Purchaser shall also be solely responsible for the cost of any title insurance premium should Purchaser elect to purchase a title insurance policy. Purchaser shall provide, or cause to be provided, copies of the Title Commitment and the Survey, if any, to Seller within two (2) business days after receipt thereof.

5.2.2 Seller shall as soon as practical after the Effective Date request that a licensed title company issue a commitment for title insurance for an Owner's Policy of title insurance covering Property B in the amount of the Purchase Price ("Seller's Title Commitment"). Seller may also elect to have a survey of Property B conducted by a licensed surveyor. Seller agrees to pay for the cost of the Title Commitment and Survey, and Seller shall also be solely responsible for the cost of any title insurance premium should Seller elect to purchase a title insurance policy. Seller shall provide, or cause to be provided, copies of the Title Commitment and the Survey, if any, to Purchaser within two (2) business days after receipt thereof.

5.3 Title and Survey Objections.

5.3.1 Purchaser shall notify Seller, in writing, on or before the expiration of the Due Diligence Period, specifying any exceptions to title to the Property set forth in the Title Commitment or exceptions to the Survey (the "Purchaser's Title and Survey Objection Notice"). Any title exception not disapproved in writing in Purchaser's Title and Survey Objection Notice within said time period shall be deemed approved by Purchaser and shall constitute a "permitted exception." Seller shall notify Purchaser in writing within five (5) calendar days after receiving Purchaser's Title and Survey Objection Notice whether or not Seller will cause any title objections raised therein to be removed from title, insured over, or cured. Notwithstanding anything to the contrary, Seller has no obligation to take any steps, bring any action, or incur any costs, effort or expenses whatsoever regarding any title objection. If Seller so notifies (or is deemed to have notified) the Purchaser that the Seller will not remove, insure over, or cure any or all of the title objections, then Purchaser shall within five (5) days from such notification notify the Seller in writing that the Purchaser will (i) proceed with the purchase and acquire the Property subject to the title objections, in which case the title objections are deemed approved, or (ii) terminate the Agreement. Purchaser's failure to give Seller such notice shall be deemed to be an election by Purchaser under clause (i) above.

5.3.2 Seller shall notify Purchaser, in writing, on or before the expiration of the Due Diligence Period, specifying any exceptions to title to Property B set forth in the Title Commitment or exceptions to the Survey (the "Seller's Title and Survey Objection Notice"). Any title exception not disapproved in writing in Seller's Title and Survey Objection Notice within said time period shall be deemed approved by Seller and shall constitute a "permitted exception." Purchaser shall notify Seller in writing within five (5) calendar days after receiving Seller's Title and Survey Objection Notice whether or not Purchaser will cause any title objections raised therein to be removed from title, insured over, or cured. Notwithstanding anything to the contrary, Purchaser has no obligation to take any steps, bring any action, or incur any costs, effort or expenses whatsoever regarding any title objection. If Purchaser so notifies (or is deemed to have notified) the Seller that the Purchaser will not remove, insure over, or cure any or all of the title objections, then Seller shall within five (5) days from such notification notify the Purchaser in writing that the Seller will (i) proceed with the purchase and acquire the Property B subject to the title objections, in which case the title objections are deemed approved, or (ii) terminate the Agreement. Seller's failure to give Purchaser such notice shall be deemed to be an election by Seller under clause (i) above.

ARTICLE VI **(Leases and Contracts)**

6.1 Current Leases and Contracts. Purchaser shall convey Property B, and Seller shall convey Property, free and clear of any leases, leasehold interests or tenancies.

6.2 Execution of New Leases and Contracts. After the Effective Date, Seller shall not, without written notice to the Purchaser, enter into (i) any contract or agreement that will be an obligation affecting the Property or binding on Purchaser after the Closing, or (ii) any new lease for the Property or any portion thereof.

ARTICLE VII
(Seller's Representations)

7.1 Seller's Representations. Seller represents and warrants to Purchaser that the following matters are true and correct as of the Effective Date to the best of Seller's knowledge:

7.1.1 Seller is the legal owner of the Property and has the legal power, right, and authority to enter into this Agreement and to consummate the transactions contemplated thereby.

7.1.2 Seller is a Limited Liability Company organized, validly existing, and in good standing under the laws of the State of New Jersey. This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

7.1.3 Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

7.1.4 Seller is not a foreign person within the meaning of the Internal Revenue Code, and Seller agrees to execute any and all documents necessary or required by the Internal Revenue Service or Purchaser in connection with such declaration(s).

7.1.5 Copies of any and all leases, contracts, and agreements delivered to Purchaser by Seller pursuant to this Agreement are true and complete copies of such leases, contracts, and agreements.

7.1.6 There are no actions, suits or proceedings (including, but not limited to, bankruptcy) pending or threatened against which, if determined adversely to Seller, would adversely affect the Seller's ability to perform its obligations hereunder.

7.1.7 Seller has not received any written notice from any governmental agency of Seller's or the Property's violation of any applicable governmental law with respect to the Property in any material respect which has not been previously cured.

7.1.8 Seller has not received any written notice or copy of notice from any governmental agency or official to the effect that any condemnation proceeding is contemplated in connection with the Property.

7.1.9 Seller has not received any written notice from any governmental agency of violation of any Environmental Laws (as defined herein) applicable to the Property or the release or threatened release of Hazardous Substances (as defined herein) on or from the Property in violation of applicable law in any material respect which has not been previously cured or remediated. No government suit to enforce or impose liability under any Environmental Laws is currently pending against Seller concerning the Property and no lien on the Property has been

created under any applicable Environmental Laws. "Hazardous Substances" shall mean any substance, material, or waste which is regulated by any federal, state, or local government or quasi-governmental authority, and includes, without limitation, any substance, material, or waste defined, used, or listed as a "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substance", "hazardous materials", "toxic substance", "pollutant", "contaminant" or other similar terms as defined, listed, classified or used pursuant to the New Jersey Spill Compensation and Control Act (the "Spill Act"), or the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or any similar federal, state, or local laws (collectively the "Environmental Laws").

7.2 Survival of Representations. The express representations and warranties made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing, except as otherwise expressly provided herein.

ARTICLE VIII **(Purchaser's Representations)**

8.1 Purchaser's Representations. Purchaser represents and warrants to Seller that the following matters are true and correct as of the Effective Date to the best knowledge of Purchaser:

8.1.1 Purchaser is a body politic of the State of New Jersey, with an address at 29 North Day Street, City of Orange, New Jersey 07050. This Agreement has been duly authorized, executed and delivered by Purchaser, is the legal, valid and binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

8.1.2 Purchaser has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Purchaser's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

8.1.3 This transaction is not subject to any financing contingency, and no financing for this transaction shall be provided by Seller.

8.2 Survival. The express representations and warranties made in this Agreement by Purchaser shall not merge into any instrument of conveyance delivered at the Closing, except as otherwise expressly provided herein.

ARTICLE IX **(Disclaimers and Waivers)**

9.1 No Reliance on Documents. Pursuant to this Agreement, Purchaser and Seller may exchange material, data, and information during the Due Diligence Period. Except as expressly stated herein, neither Purchaser nor Seller makes any representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered to the other party in connection with the transaction contemplated hereby. Purchaser and Seller acknowledge and agree that all materials, data and information delivered by either party in connection with the transaction contemplated hereby are provided as a convenience only and that any reliance on or use of such materials, data or information by either party shall be at the sole risk of such party, except as otherwise expressly stated herein and except in the event the party providing such information expressly and in writing warrants and represents that it is not aware of any of such materials, data or information, which proves to be inaccurate or false. Except as to a breach or violation of any representation or warranty set forth in Article VII, or in this Article, neither Seller nor Purchaser, nor any affiliate of either, nor the person or entity which prepared any report or reports delivered by Seller or Purchaser in connection with this Agreement shall have any liability to the other party for any inaccuracy in or omission from any such reports. In addition, a breach or violation by Seller or Purchaser of any representation or warranty set forth in Article VII or in this Article may only be based upon the “knowledge or awareness” of Seller or Purchaser, which shall refer only to the current actual knowledge of the Seller or Purchaser.

9.2 “AS-IS” SALE; DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT NEITHER PARTY HERETO IS MAKING NOR HAS AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR PROPERTY B, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.2.1 PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING, WITHOUT LIMITATION, OFFERING PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER OR PURCHASER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS-IS” AND “WHERE IS”.

PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, WITHIN THE LIMITATIONS OF THIS AGREEMENT, AS

PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR UNDER OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR THEIR AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, ATTORNEYS, EMPLOYEES AND AGENTS, DIRECT AND INDIRECT SUBSIDIARIES, PARENTS, AFFILIATES, BROTHER-SISTER ENTITIES, AND ITS AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE RELEASED PARTIES AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXCEPT FOR ANY BREACH OF A REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT WHICH IS NOT OTHERWISE WAIVED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT. IN CONNECTION THEREWITH, PURCHASER EXPRESSLY WAIVES ALL RIGHTS.

9.2.2 SELLER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, PURCHASER SHALL CONVEY TO SELLER AND SELLER SHALL ACCEPT PROPERTY B "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. SELLER HAS NOT RELIED AND WILL NOT RELY ON, AND PURCHASER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO PROPERTY B OR RELATING THERETO (INCLUDING, WITHOUT LIMITATION, OFFERING PACKAGES DISTRIBUTED WITH RESPECT TO PROPERTY B) MADE OR FURNISHED BY PURCHASER, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT PURCHASER OR SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. SELLER

ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS" AND "WHERE IS".

SELLER REPRESENTS TO PURCHASER THAT SELLER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF PROPERTY B, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, WITHIN THE LIMITATIONS OF THIS AGREEMENT, AS SELLER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF PROPERTY B AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR UNDER OR DISCHARGED FROM PROPERTY B, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF PURCHASER OR THEIR AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

UPON CLOSING, SELLER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY SELLER'S INVESTIGATIONS, AND SELLER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED PURCHASER (AND PURCHASER'S OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES AND AGENTS, DIRECT AND INDIRECT SUBSIDIARIES, PARENTS, AFFILIATES, BROTHER-SISTER ENTITIES, AND ITS AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE RELEASED PARTIES AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING PROPERTY B EXCEPT FOR ANY BREACH OF A REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT WHICH IS NOT OTHERWISE WAIVED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT. IN CONNECTION THEREWITH, SELLER EXPRESSLY WAIVES ALL RIGHTS.

9.1 Survival of Disclaimers. The provisions of this Article shall survive Closing or any termination of this Agreement.

ARTICLE X
(Environmental)

10.1 Environmental Remediation. Seller shall be solely responsible for all costs and expenses associated with the remediation of any and all environmental conditions on the Property, including

all costs and expenses associated with obtaining any and all permits and approvals required by the New Jersey Department of Environmental Protection (“NJDEP”).

10.2 Environmental Reports.

10.3

10.4 Oil Tanks. Purchaser may perform a test to determine the existence of any tanks on the Property, and may elect to perform soil boring tests. In the event that a tank is discovered, the Seller shall remove the tank in accordance with all municipal and state requirements, including municipal approval and a NFA letter from the NJDEP if necessary. Seller shall provide all documentation relating to closing or removal of any tanks.

10.5 ISRA Clearance. In the event that the Seller and/or one or more tenants or operators at the Property constitute an Industrial Establishment (as such term is defined in the New Jersey Industrial Site Recovery Act (“ISRA”)), the Seller shall comply with ISRA as a condition to the closing of title under this Agreement by obtaining a De Minimis Quantity Exemption approved by the New Jersey Department of Environmental Protection (“DQE”). If Seller cannot obtain a DQE within forty-five (45) days after the Effective Date, Seller shall have the right to terminate this Agreement, provided, however, if Seller seeks to terminate this Agreement, Purchaser reserves the right to proceed to Closing and take on any responsibilities under ISRA.

10.6 Survival. Seller’s obligations under this Article shall survive the closing of title.

ARTICLE XI
(Closing)

11.1 Closing Date and Place. The closing shall take place within thirty (30) calendar days after the expiration of the Due Diligence Period (the “Closing”). The Closing shall take place at the office of the Purchaser’s attorney, or may be administered by Purchaser’s Title Company, acting as settlement agent, pursuant to written instructions from the Seller and Purchaser.

11.2 No Financing Contingency. Purchaser warrants that the Purchase Price is available for the Closing. It is expressly acknowledged by Purchaser that this transaction is not subject to any financing contingency, and no financing for this transaction shall be provided by Seller. Purchaser will pay the Purchase Price as set forth in this Agreement.

11.3 Seller’s Closing Obligations and Deliverables. At or before the Closing, Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

11.3.1 Bargain and sale deed in recordable form executed by Seller conveying to Purchaser the Property.

11.3.2 An affidavit of title and any other such affidavits executed by Seller with any and all representations required by Purchaser or Purchaser’s Title Company;

11.3.3 A seller's affidavit of consideration and a seller's residency certification/exemption, in the prescribed forms to accompany the recordation of the Deed.

11.3.4 Assignment and assumption agreements executed by Seller, conveying and assigning to Purchaser the Leases.

11.3.5 A resolution, certificate, and/or other evidence reasonably satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power, and authority to do so.

11.3.6 A certificate representing and warranting that the representations and warranties set forth in this Agreement are true and correct on and as of the date of the Closing, or, if there have been changes, describing such changes.

11.3.7 A certificate certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

11.3.8 The original leases, contracts, and agreements, if any, then in effect, and a copy of the files relating thereto that is in the possession or control of Seller.

11.3.9 An updated certified rent roll, including a schedule of security deposits, which security deposits being held at the time of Closing by Seller, shall be assigned to the Purchaser at Closing;

11.3.10 All Certificates of Registration ("Green Card") issued by the New Jersey Department of Consumer Affairs with respect to the Property;

11.3.11 To the extent the municipality in which the Property is located requires a Certificate of Occupancy (or similar certificate) in connection with the conveyance of the Property (a "COO"), it shall be Seller's responsibility to obtain and deliver the same at its sole cost and expense, including the cost for repairs of any item required to obtain the COO.

11.3.12 The following items, to the extent in Seller's possession: all keys for all entrance door and spaces which may be locked (whether occupied or not) in the Improvements; and all original (to the extent available, otherwise copies of) plans and specifications with regard to the Property.

11.3.13 A settlement statement setting forth the Purchase Price, all prorations and other adjustments to be made pursuant to the terms hereof, and the funds required for Closing; and

11.3.14 Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

11.4 Purchaser's Closing Obligations and Deliverables. At or before the Closing, Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller the following:

11.4.1 Bargain and sale deed in recordable form executed by Purchaser conveying to Seller Property B.

11.4.2 An affidavit of title and any other such affidavits executed by Purchaser with any and all representations required by Seller or Seller's Title Company.

11.4.3 The Purchase Price, after all adjustments are made at the Closing as herein provided.

11.4.4 A resolution, certificate, and/or other evidence reasonably satisfactory to the Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so.

11.4.5 A certificate representing and warranting that the representations and warranties set forth in this Agreement are true and correct on and as of the Closing, or, if there have been changes, describing such changes.

11.4.6 To the extent the municipality in which the Property B is located requires a Certificate of Occupancy (or similar certificate) in connection with the conveyance of the Property B (a "COO"), it shall be Purchaser's responsibility to obtain and deliver the same at its sole cost and expense, including the reasonable cost for repairs of any item required to obtain the COO.

11.4.7 The following items, to the extent in Purchaser's possession: all keys for all entrance door and spaces which may be locked (whether occupied or not) in the Improvements B; and all original (to the extent available, otherwise copies of) plans and specifications with regard to the Property B.

11.4.8 A closing statement duly executed by Purchaser setting forth the Purchase Price and any adjustments thereto.

11.4.9 Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

11.5 Closing Costs. Seller shall pay any realty transfer tax or fee payable by sellers pursuant to applicable law in connection with the conveyance of the Property to Purchaser, including, but not limited to, the realty transfer fee payable under N.J.S.A. 46:15-7 and N.J.S.A. 46:15-7.1, as amended, the so-called "Realty Transfer Fee." Purchaser shall pay any realty transfer tax or fee payable by buyers under applicable law in connection with the conveyance of the Property to Purchaser, including but not limited to, any tax or fee pursuant to N.J.S.A. 46:15-7.2, as amended, the so-called "Mansion Tax" (if applicable), and the fees for recording the Deed. Purchaser shall pay the title insurance premiums for a title insurance policy issued by the Title Company and any costs incurred by Purchaser for the Purchaser's Survey. Each party shall be responsible for its own attorney's fees. Any escrow fees charged by the Title Company to accommodate an escrow closing shall be shared equally by Purchaser and Seller.

11.6 Proration. The following items will be prorated and adjusted as of the date of the Closing: any taxes due for the current year, association fees, maintenance fees, assessments, dues, heating

tank fuel, utility charges, and rents of the Property and Property B. If the tax rate for the current year is unknown, the parties will use the rate from the previous year plus five percent at closing. If the tax rate for the previous year is also unknown, the Title Company will estimate an amount to prorate, holdback sufficient funds, and adjust the prorated amount when the new tax statements become available. Purchaser will be obligated to pay the share of the prorated taxes related to the Property for the current year if the taxes are not paid at or prior to the Closing. Seller will be obligated to pay the share of the prorated taxes related to Property B for the current year if the taxes are not paid at or prior to the Closing.

11.7 Bulk Sale Notification. Pursuant to N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38, Purchaser may be required to notify the Division of Taxation in the Department of the Treasury of the State of New Jersey (the "Department"), at least ten (10) days prior to the transfer of title, of the proposed sale and of the price, terms, and conditions of the transaction (the "Bulk Sale Notification"). Seller agrees to fully cooperate with Purchaser, and provide any such necessary information, in connection with Purchaser's filing of a Bulk Sale Notification. If Purchaser files a Bulk Sale Notification and the Department determines that any or all of Seller's proceeds are to be held in escrow following the Closing, then such funds as determined by the Department shall be held in escrow by the Purchaser's Title Company until such time as the parties are in receipt of a tax clearance letter from the Department authorizing the release of the escrow. Purchaser shall be responsible for submitting the required notification of the pending sale to the Department, to the extent it is required in connection with this transaction, and Seller agrees to fully cooperate with any such submissions. Seller shall be solely responsible for all taxes, interest, and penalties due and owing to the State of New Jersey by Seller, and hereby agrees to indemnify and hold Purchaser harmless against any and all taxes, interest, and penalties that may be due to the State of New Jersey by Seller. Upon receipt of notice of the sums owed to the State of New Jersey, Purchaser's Title Company is authorized to disburse such amounts from the escrow in satisfaction of such outstanding obligation. The escrow established shall not terminate until the requirements of the Division of Taxation in establishing the escrow have been satisfied as evidence by a clearance letter. This Section shall survive the Closing.

11.8 Federal Tax Requirements. Purchaser shall withhold from the sales proceeds ten percent (10%) of the Purchase Price in compliance with applicable tax law and submit the said amount to the Internal Revenue Service in conjunction with the relevant tax forms if the Seller falls under the definition of a "foreign person" within applicable law. The primary grounds for exemption is if the Seller furnishes an affidavit to Purchaser stating that either: (a) the Seller is not a "foreign person" within applicable law along with the Seller's United States taxpayer identification number; or (b) if the Sales Price does not exceed \$300,000.00 and the Property will be used as the Purchaser's residence.

11.9 Possession. Possession of the Property in its current state will be delivered by the Seller to the Purchaser upon proper funding at Closing. Possession of Property B in its current state will be delivered by the Purchaser to the Seller upon proper funding at Closing.

ARTICLE XII
(Default)

12.1 Default by Seller. In the event the Closing does not occur as provided herein by reason of the default of Seller, Purchaser may elect, as the sole and exclusive remedy of Purchaser, to: (i) terminate this Agreement and in such event Seller shall not have any liability whatsoever to Purchaser hereunder, or (ii) enforce specific performance of this Agreement of the obligations of Seller hereunder.

12.2 Default by Purchaser.

12.3 In the event the Closing does not occur as provided herein by reason of the default of Purchaser, Seller may elect, as the sole and exclusive remedy of Seller, to terminate this Agreement and in such event Purchaser shall not have any liability whatsoever to Seller hereunder.

ARTICLE XIII **(Risk of Loss and Condemnation)**

13.1 Risk and Loss. The Seller will bear all risk of loss to the Property or its Improvements, which includes, but is not limited to, physical damage or destruction to the Property, until the Closing Date. If at any point after the Effective Date but prior to Closing, any part of the Property is damaged or destroyed, the Seller may elect in its sole discretion to restore the Property to its condition as of the Effective Date as soon as possible before the Closing Date, reasonable delays expected. If the Seller elects not to restore the Property, the Purchaser may elect one of the following: (a) the Agreement will terminate and the Deposit will be refunded to the Purchaser within ten days; or (b) at Closing, the Property in its damaged state will be accepted and all insurance proceeds will be assigned from the Seller to the Purchaser and the Purchaser will receive an amount equal to the deductible under the Seller's insurance policy.

13.2 Condemnation. If proceedings in eminent domain are instituted with respect to the Property or any portion thereof, Purchaser may, at its option, by written notice to Seller given within ten (10) days after Seller notifies Purchaser of such proceedings (and if necessary the Closing Date shall be automatically extended to give Purchaser the full ten-day period to make such election), either: (i) terminate this Agreement, in which case the Deposit shall be immediately returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement, or (ii) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser does not give Seller written notice of its election within the time required above, then Purchaser shall be deemed to have elected option (ii) above.

ARTICLE XIV **(Brokerage)**

14.1 Commissions. The parties hereto acknowledge that neither Seller nor Purchaser has retained the services of a broker for this transaction. Each party hereto agrees that if any person makes a claim for brokerage commissions or finder's fees related to the sale of the Property by Seller to Purchaser, and such claim is made by, through, or on account of any acts or alleged acts of said party or its representatives, said party will protect, indemnify, defend, and hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys' fees) in connection therewith. The provisions of this Section shall survive Closing or any termination of this Agreement.

ARTICLE XV
(Miscellaneous)

15.1 Notices. All notices under this Agreement must be written and signed by the respective Party or its agent and all such correspondence will be effective upon it being mailed with return receipt requested, hand-delivered, or transmitted by electronic mail ("email") as follows:

<i>To Seller:</i>	403 Main Street Orange, LLC Attn: Matthew Rossi 403 Main Street Orange NJ 07050 matthewrossi@rossipaint.com
<i>With copy to:</i>	Roman & Piccinnini, PLLC Attn: John Piccinnini, Esq. 1979 Marcus Ave, Suite 210 New Hyde Park, NY 11042 Jpiccinnini@ropilaw.com
<i>To Purchaser:</i>	City of Orange Attn: Christopher Hartwyk Business Administrator 29 North Day Street City of Orange, NJ 07050
<i>With copy to:</i>	Murphy Partners LLP Attn: Kellen F. Murphy, Esq. 24 Commerce Street, Suite 1302 Newark, NJ 07102 201-650-3126 kmurphy@murphyllp.com
<i>To Escrow Agent:</i>	

15.2 Agreement of Parties. This Agreement constitutes the entire agreement of the Parties and it may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreement. The provisions contained in this Agreement cannot be changed except by the signed and delivered written consent of both Parties.

15.3 Assignability. Purchaser may not assign this Agreement or any of Purchaser's interest, rights, obligations, and duties therein without the prior written consent of the Seller. Any attempt to assign this Agreement without the prior written consent of the Seller shall be null and void, and a material breach of this Agreement.

15.4 Governing Law. The Parties agree this Agreement will be construed under the laws of the State of New Jersey, without regard to the jurisdiction in which any action or special proceeding may be instituted.

15.5 Severability. If any terms or provision of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected and each unaffected term and provision of this Agreement will be valid and be enforceable to the fullest extent permitted by law.

15.6 1031 Exchange. Either party may elect to exchange the Property for other property of a like kind as a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (a "1031 Exchange"). The party requesting such a 1031 Exchange shall provide the other with a written statement stating its intent to enter into such an exchange at least ten (10) days prior to the Closing. Each party may assign its rights under this Agreement to a "qualified intermediary", as defined in Treasury Regulation 1.1031(k)-1(g)(4) (the "Accommodator") or transfer the Property to the Accommodator subject to all of the parties' rights under this Agreement. In either case, all payments which Purchaser is obligated to make to Seller under this Agreement shall be made to an escrow agent or the Accommodator, as appropriate, and not to Seller and/or the Deed shall be delivered to the Accommodator. Each Party agrees to cooperate with the other and the Accommodator in arranging the 1031 Exchange at no cost or expense or liability whatsoever to the other. Each party shall execute any and all documents reasonably requested by the other and the Accommodator to facilitate the 1031 Exchange, including, but not limited to, any appropriate amendment to this Agreement and any appropriate escrow instructions; provided, however, that no such document shall adversely affect either party in any respect or change any of the economic terms and conditions of the transaction contemplated by this Agreement. The obligations of the parties under this Section shall survive the Closing and the delivery of the Deed.

15.7 Time of the Essence. Time is of the essence in this Agreement. Every calendar day except Saturday, Sunday, or U.S. national holidays will be deemed a business day and all relevant time periods in this Agreement will be calculated in calendar days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

15.8 No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser (and their successors and assigns) only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce any of the provisions of this Agreement or of the documents to be executed and delivered at Closing.

15.9 Execution of Agreement; Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties hereto and delivered to all parties. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by electronic mail (email) in “portable document format” (“.pdf”) form shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes.

15.10 Effective Date. The effective date of this Agreement (the "Effective Date") is the latter of the date the Purchaser executed this Agreement and the date the Seller executed this Agreement.

* * * *

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AGREEMENT OF PURCHASE AND SALE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the date or dates set forth below.

SELLER:
403 Main Street Orange, LLC

By: Matthew Rossi
Its Authorized Signatory

Date: _____, 2018

PURCHASER:
City of Orange

By:
Its Authorized Signatory

Date: _____, 2018

[New Search](#)

Block: 2101	Prop Loc: 407 MAIN STREET	Owner: ROSSI,JOSEPH J & ANNAMARIE P	Square Ft: 0
Lot: 1	District: 0717 ORANGE	Street: 12 MAIN ST.	Year Built: 0000
Qual:	Class: 4A	City State: RANDOLPH, N.J. 07869	Style:
Additional Information			
Prior Block: 70	Acct Num: 00001701	Addi Lots:	EPL Code: 0 0 0
Prior Lot: 42	Mtg Acct:	Land Desc: 50X100	Statute:
Prior Qual:	Bank Code: 0	Bldg Desc: RESTAURANT	Initial: 000000 Further: 000000
Updated: 10/20/15	Tax Codes:	Class4Cd: 0	Desc:
Zone:	Map Page:	Acreege: 0.1148	Taxes: 11663.65 / 0.00

Sale Date: 00/00/00	Book:	Page:	Price:	0 NU#: 0			
Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed	Property Class
2018	ROSSI,JOSEPH J & ANNAMARIE P 12 MAIN ST. RANDOLPH, N.J. 07869	109600 129900 239500	0	239500	4A
2017	ROSSI,JOSEPH J & ANNAMARIE P 12 MAIN ST. RANDOLPH, N.J. 07869	109600 129900 239500	0	239500	4A
2016	ROSSI,JOSEPH J & ANNAMARIE P 12 MAIN ST. RANDOLPH, N.J. 07869	109600 129900 239500	0	239500	4A
2015	ROSSI,JOSEPH J & ANNAMARIE P 12 MAIN ST. RANDOLPH, N.J. 07869	109600 129900 239500	0	239500	4A

[*Click Here for More History](#)

[New Search](#)

Block: 2101	Prop Loc: 12 HIGH STREET	Owner: ROSSI,JOSEPH J & ANNAMARIE P	Square Ft: 0
Lot: 2	District: 0717 ORANGE	Street: P.O. BOX 505	Year Built: 0000
Qual:	Class: 4A	City State: ORANGE, N J 07050	Style:
Additional Information			
Prior Block: 70	Acct Num: 00001666	Add Lots:	EPL Code: 0 0 0
Prior Lot: 1	Mtg Acct:	Land Desc: 100X100	Statute:
Prior Qual:	Bank Code: 0	Bldg Desc: WHSE/MANUF	Initial: 000000 Further: 000000
Updated: 10/20/15	Tax Codes:	Class4Cd: 0	Desc:
Zone:	Map Page:	Acreege: 0.2296	Taxes: 9282.22 / 0.00

Sale Date: 00/00/00	Book:	Page:	Price: 0	NU#: 0			
Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed	Property Class
2018	ROSSI,JOSEPH J & ANNAMARIE P P.O. BOX 505 ORANGE, N J 07050	109100 81500 190600	0	190600	4A
2017	ROSSI,JOSEPH J & ANNAMARIE P P.O. BOX 505 ORANGE, N J 07050	109100 81500 190600	0	190600	4A
2016	ROSSI,JOSEPH J & ANNAMARIE P P.O. BOX 505 ORANGE, N J 07050	109100 81500 190600	0	190600	4A
2015	ROSSI,JOSEPH J & ANNAMARIE P P.O. BOX 505 ORANGE, N J 07050	109100 81500 190600	0	190600	4A

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Block: 2101	Prop Loc: 401 MAIN STREET	Owner: ROSSI,JOSEPH J & ANNAMARIE P	Square Ft: 0
Lot: 29	District: 0717 ORANGE	Street: P.O. BOX 505	Year Built: 0000
Qual:	Class: 4A	City State: ORANGE, N J 07050	Style:
Additional Information			
Prior Block: 70	Acct Num: 00001700	Add Lots:	EPL Code: 0 0 0
Prior Lot: 41	Mtg Acct:	Land Desc: 50X100	Statute:
Prior Qual:	Bank Code: 0	Bldg Desc: RETAIL/STORAGE	Initial: 000000 Further: 000000
Updated: 10/20/15	Tax Codes:	Class4Cd: 0	Desc:
Zone:	Map Page:	Acreeage: 0.1148	Taxes: 25932.75 / 0.00

Sale Information

Sale Date: 00/00/00	Book:	Page:	Price: 0	NU#: 0				
Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee	

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed	Property Class
2018	ROSSI,JOSEPH J & ANNAMARIE P P.O. BOX 505 ORANGE, N J 07050	117000 415500 532500	0	532500	4A
2017	ROSSI,JOSEPH J & ANNAMARIE P P.O. BOX 505 ORANGE, N J 07050	117000 415500 532500	0	532500	4A
2016	ROSSI,JOSEPH J & ANNAMARIE P P.O. BOX 505 ORANGE, N J 07050	117000 415500 532500	0	532500	4A
2015	ROSSI,JOSEPH J & ANNAMARIE P P.O. BOX 505 ORANGE, N J 07050	117000 415500 532500	0	532500	4A

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